



CITY OF BLACK DIAMOND
June 17, 2010 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 360-886-2560. Thank you for attending this evening.

PUBLIC HEARINGS:

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:

UNFINISHED BUSINESS:

NEW BUSINESS:

- | | |
|--|---------------|
| 1) AB10-046 – Resolution Adopting 2011-2016 Capital Improvement Plan | Ms. King |
| 2) AB10-047 – Resolution Adopting 2011-2016 Transportation Improvement Program | Mr. Boettcher |
| 3) AB10-048 – Resolution Authorizing Agreement for Relocation of Utilities | Mr. Boettcher |
| 4) AB10-049 – Ordinance Re-Adoption of Chapter 18.14 - Vesting | Mr. Pilcher |
| 5) AB10-050 – Ordinance Adopting 2009 International Codes | Mr. Pilcher |
| 6) AB10-051 – Resolution Approving Swinging Arm Cabaret License | Mr. Pilcher |
| 7) AB10-052 – Resolution Creating the Position of Public Works Administrative Assistant | Mayor Olness |
| 8) AB10-053 – Resolution Authoring ILA Between King County and the City for Animal Services | Mayor Olness |

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

- 9) **Claim Checks** – June 17, 2010, No. 35713 through No. 35766 in the amount of \$653,289.42
- 10) **Payroll** – May 31, 2010 No. 17113 through No. 17184 in the amount of \$259,429.07
- 11) **Minutes** – Council Meeting of June 3, 2010

EXECUTIVE SESSION: To discuss Potential Litigation pursuant to RCW 42.30.110(1)(i)

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 10-689, adopting the 2011-2016 Capital Improvement Plan	Agenda Date:	June 17, 2010	AB10-046
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney – Chris Bacha		
	City Clerk – Brenda L. Martinez		X
	Finance – Jana King	X	
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact	Court – Stephanie Metcalf		
Fund Source:			
Timeline:			
Attachments: Resolution No. 10-689, Capital Improvement Plan 2011-2016			
SUMMARY STATEMENT: <p>Per City Code 3.60.020, the City of Black Diamond is presenting its annual update of the 2011-2016 Capital Improvement Plan. The Plan includes projected Capital Improvements for General Government, Parks, Public Safety, Streets, Water, Wastewater and Stormwater. The Plan totals, \$32,314,600 of capital needs over the next six-year period. The Public Works section includes 78.3% of the projects or \$25,538,000 and the General Government section includes 21.7% or \$7,026,600. The General Government section includes \$5,475,000 for Parks, \$1,390,000 for Police and Fire and \$161,600 for General Government.</p> <p>Potential funding sources are identified for each project, with grants, Developer Funding/SEPA Mitigation, or utility connection fees and reserves covering the majority of the revenue sources. Real Estate Excise Tax (REET I & II) that is collected on the sale of property is also included as a revenue source. Care has been taken to conservatively use the Real Estate Excise Tax revenue and to insure that the balance of REET I and II funds are each kept at or above \$200,000 in any one year.</p> <p>The City has taken a proactive approach in identifying and scheduling projects that are needed to provide the levels of service included in the Capital Facility portion of the Comprehensive Plan. The annual update and adoption of the plan is a requirement to apply for State or Local grants.</p> <p>The City began the annual update process in March of this year, and has met with the Finance Committee, Parks Committee, Public Safety Committee and Public Works Committee to receive Council input.</p> <p>Two special Workstudy Sessions were also held for the full Council in May. The two sections for General Government and Public Works sections include all the changes suggested at each meeting. On June 3, there was a public hearing on the CIP and today this document has been</p>			

forwarded to the Council for final approval.

The Capital Improvement Plan is not a budget but a plan similar to the Transportation Plan. Projects included for 2011 will be reviewed again this Fall and Council will have the ability to make any final changes before the actual 2011 portions are included in the 2011 Budget adopted in December 2010.

COMMITTEE REVIEW AND RECOMMENDATION: Finance Committee, Parks Committee, Public Safety Committee and Public Works Committee have reviewed their sections in April and May and proposed some changes that are now incorporated. Two Workstudy Sessions for Council were held in May to review the draft 2011-2016 Capital Improvement Plan. A public hearing was then held on June 3, 2010 without changes proposed.

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 10-689, adopting the 2011-2016 Capital Improvement Plan.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 17, 2010		

RESOLUTION NO. 10-689

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF BLACK DIAMOND, KING COUNTY WASHINGTON,
ADOPTING A CAPITAL IMPROVEMENT PLAN FOR
THE YEARS 2011-2016**

WHEREAS, the City of Black Diamond is required by State law and Chapter 3.60 of the Black Diamond Municipal Code to prepare and adopt a multi-year plan, updated annually, that contains the City's future Capital Improvement Projects and the recommended methods of funding those projects; and

WHEREAS, the City's Capital Improvements Plan has been updated to address the current capital facilities needs and priorities of the City for the years 2011-2016; and

WHEREAS, the City Council of the City of Black Diamond held a public hearing on the proposed 2011-2016 Capital Improvement Plan on June 3, 2010;

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND
HEREBY RESOLVES AS FOLLOWS:**

Section 1. The City Council does hereby approve the 2011 – 2016 Capital Improvements Plan, a copy of which is attached as Exhibit "A" and incorporated herein by reference.

ADOPTED by the City Council at an open meeting on the 17th day of June, 2010.

Rebecca Olness, Mayor

Attest:

Brenda Martinez, City Clerk

CITY OF BLACK DIAMOND

**2011-2016
CAPITAL
IMPROVEMENT
PLAN**

JUNE 17, 2010

CITY OF BLACK DIAMOND

PO Box 599
24301 Roberts Drive, Suite B
Black Diamond, WA 98010
Phone: 360-886-2560
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Overview of the Capital Improvement Program

What is the Capital Improvement Program?

A Capital Improvement Program (CIP) is a roadmap that provides direction and guidance for carefully planning and managing Black Diamond's capital and infrastructure assets. It is an investment in the future of our community.

This document presents the proposed plan for major public facility improvements that will be implemented over the next six fiscal years. The projects included in the fiscal 2011-2016 CIP are consistent with the City Council's priorities and address the needs for the acquisition, rehabilitation, and expansion of the City's infrastructure and capital assets.

The City of Black Diamond Capital Improvement Program (CIP) addresses the growing needs of the City and enhances the quality of life through major public improvement projects.

Capital Projects are listed in the CIP by number, according to each major program area. For each project there is an estimated start and completion date that has been projected by the city department in charge of the improvement. The CIP also shows the total cost of the project and the amount allocated to the project for each year of the plan. Identifying capital projects and their anticipated funding sources assists in the planning and scheduling of finances for projects and the manpower needed to plan, design and construct the projects.

Examples of projects in Black Diamond's six-Year CIP include street rehabilitation, water projects, wastewater facilities, park improvements, a fire station and equipment, police capital needs, and public building construction and improvement. Land purchases are also included in CIP planning since it is considered a capital asset.

These projects are usually long-term in nature (over one year) to complete and are frequently financed over a period of time. Typically, a CIP project has a dollar amount over \$10,000.

How are projects in the Capital Improvement Program paid for?

The six-year CIP is a format by which the City uses to review the funding of desired capital improvements that compete for scarce financial resources. Generally, funding for capital improvements is provided through Real Estate Excise Tax revenue (REET), capital reserves, public trust fund loans, grants, impact fees and developer funding.

Types of Capital Projects

Capital projects are essential to the delivery of many of the City's core services. The capital projects in each major department are described below.

- Transportation The road system in Black Diamond is a vital infrastructure to city residents, visitors and commuters. This infrastructure includes roads, bridges, bike lanes and sidewalks. The responsibility for the funding and construction of transportation infrastructure is usually shared with developers in the form of impact fees, as new development has need for additional transportation improvements. A good deal of funding for street improvement comes from Real Estate Excise Taxes.
- Parks and Recreation There are regional and local parks in Black Diamond as well as bike and hiking trails, a skate park and a BMX Course. Outdoor enthusiasts choose to live in Black Diamond for the natural beauty of the surroundings and sporting opportunities. Park improvements are primarily financed by Real Estate Excise Taxes, grants and developer contributions.

- Utilities The City provides water, sewer and stormwater utility services to residents and businesses. Capital Facilities include sewer treatment facilities, transmission systems and storm water detention facilities. Developers contribute to these projects, as growth requires infrastructure expansion. Capital reserves, grants, loans and Real Estate Excise Taxes also provide funding for utilities in Black Diamond.
- Public Safety Capital facilities and equipment are required to deliver core City services of Police and Fire. These facilities include the fire and police stations, vehicles and major equipment. Funding for these capital projects largely comes from Real Estate Excise Taxes and reserves.
- General Capital The City is responsible for funding the construction and maintenance of city buildings and facilities. Included are technological capital projects that provide better services and communication at the City. These capital costs are largely funded through Real Estate Excise Taxes.

Growth Management Act and Land Use Policies

Comprehensive planning is required in Washington State since the Growth Management Act (GMA) was adopted by the legislature in 1990. The objective of the Act is to limit sprawl, protect sensitive areas and promote efficient and effective delivery of public services by concentrating population, industry and public services in urban areas. The City is anticipating two development areas in Black Diamond, The Villages and Lawson Hills. These planned developments have a huge impact on the City's Capital Improvement Program, as up to 6,000 new homes may be built eventually in those new neighborhoods.

Level of Service

The number and type of capital facilities needed to serve Black Diamond is directly related to the level of public service provided. The level of service is established by City Council and the City's Comprehensive Plan.

Maintenance and Funding Constraints

Once completed and placed in service, capital facilities must be maintained. Funding for the maintenance of capital projects for City Utilities are funded with user fees in the respective operating budgets. Maintenance funding for projects are funded through current operations, not the capital budget. For that reason the availability of funding for future maintenance must be considered when preparing the capital budget.

Development and Approval Process

The Capital Improvement Plan is updated annually. Each year individual projects are submitted by department directors. They use a template provided by Finance staff. These requests include an update of current projects and projections on new projects and anticipated costs. Each project must have specific funding sources identified. The Mayor, Finance Director and Management meet to balance projects to available funding. After several Council Committee meetings, workstudy sessions and a public hearing, then the proposed plan is brought before Council for approval. The Capital Improvement Calendar for 2011 – 2016 is part of this document in the appendix section.



Black Diamond Real Estate Excise Tax Approved Uses

REET I	REET II
Public Buildings and other capital projects – Improvements, planning and major maintenance	Streets, Parks and Utilities Infrastructure Improvements, planning and major maintenance
Acquisition of buildings and open space	Not Allowed: land purchases for Parks Acquisition
Less Restrictive	More Restrictive
Must be included in the City's Capital Improvement Plan	Must be included in the City's Capital Improvement Plan

REET I – First .25% Real Estate Excise Tax

To fund capital projects with REET I monies the project must be listed in the Capital Facilities Plan element of the City's Comprehensive Plan.

"Capital projects" are defined as: those public works projects of a local government for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets; roads; highways; sidewalks; street and road lighting systems; traffic signals; bridges; domestic water systems; storm and sanitary sewer systems; parks; recreational facilities; law enforcement facilities; fire protection facilities; trails; libraries; administrative and judicial facilities...."

Planning for projects such as design costs are approved for this funding. Maintenance costs can be included if it is considered major maintenance, for example, a new roof for a city building.

REET II - Second .25% Real Estate Excise Tax

To fund capital projects with REET II monies the project must be listed in the Capital Facilities Plan element of the City's Comprehensive Plan.

REET II monies are more restrictive and are limited to the construction and maintenance of streets, parks, and utilities infrastructure. (police, fire, judicial and administration capital are excluded from this funding)

REET II funded projects must be of a public works nature for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems, and planning, construction, reconstruction, repair, rehabilitation, or improvement of parks.

The acquisition of land for parks is not a permitted use of REET II receipts, although it is a permitted use for street, water and sewer projects.

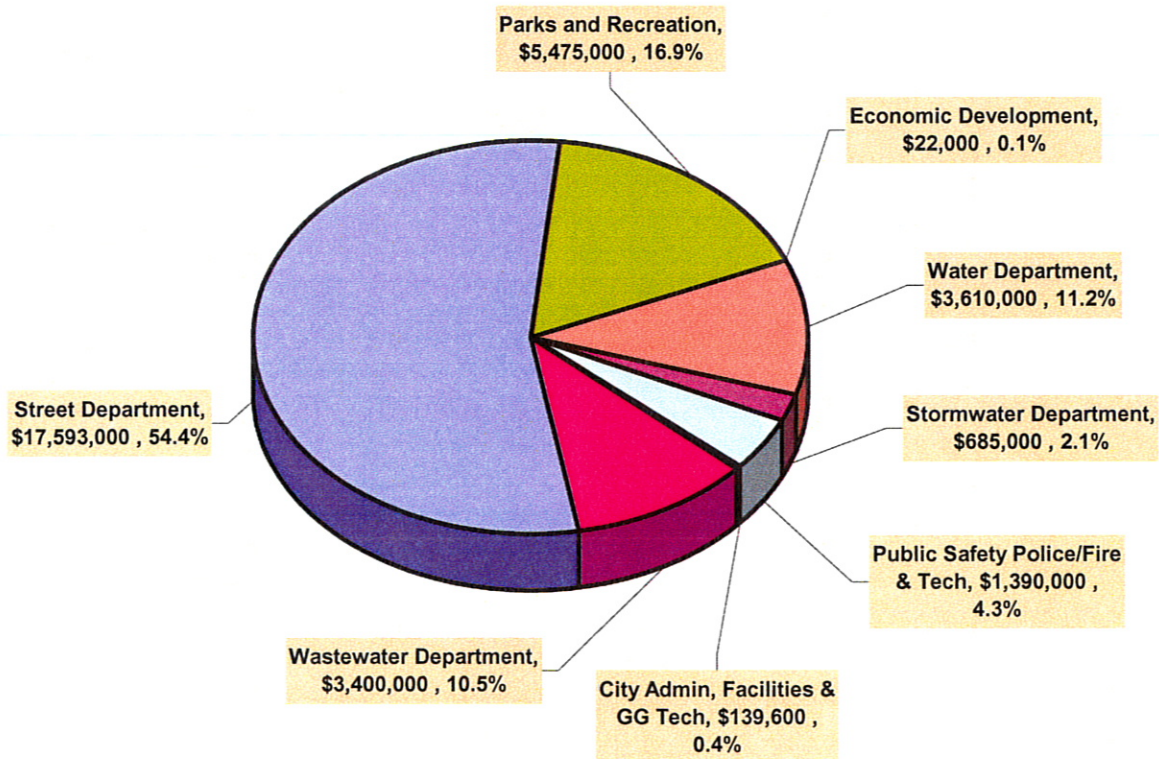


Total Summary by Department

Capital Improvement Program 2011 - 2016

Departments	Total \$ Project	2011	2012	2013	2014	2015	2016
Street Department	17,593,000	120,000	300,000	660,000	990,000	3,210,000	12,313,000
Parks and Recreation	5,475,000	358,860	179,260	1,348,540	248,910	325,280	3,014,150
Water Department	3,610,000	250,000	1,760,000		800,000	800,000	
Wastewater Department	3,400,000	180,000	230,000	250,000	300,000	770,000	1,670,000
Stormwater Department	685,000		70,000	50,000	545,000		20,000
Public Safety Police/Fire & Tech	1,390,000	57,000	75,200	704,100	104,000	109,600	340,100
City Admin, Facilities & GG Tech	139,600	41,000	53,900	11,550	4,700	21,050	7,400
Economic Development	22,000	12,000	2,500	2,500	2,500	2,500	
TOTAL Project COSTS	\$32,314,600	\$1,018,860	\$2,670,860	\$3,026,690	\$2,995,110	\$5,238,430	\$17,364,650

Total City CIP by Department
Total: \$32,314,600





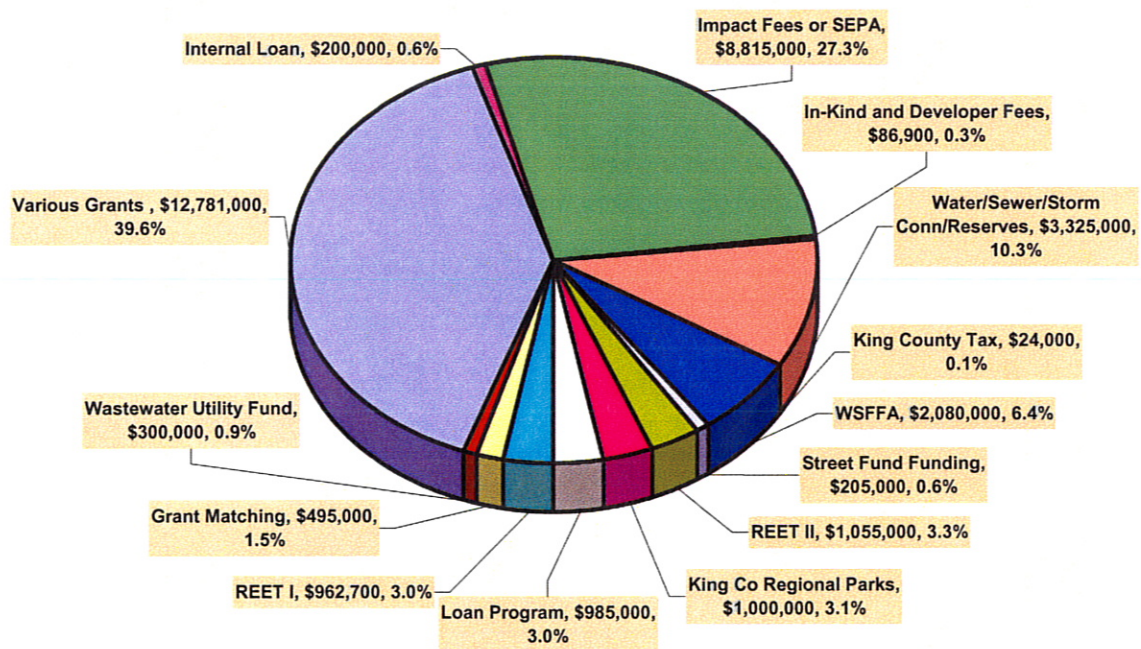
CIP All Funds Revenue Summary

Capital Improvement Program 2011 - 2016

REQUESTED FUNDING

	Total \$ Project	2008	2009	2010	2011	2012	2013
Various Grants	12,781,000	175,000	760,000	988,000	535,000	1,160,000	9,163,000
Impact Fees or SEPA	8,815,000			650,000	1,420,000	1,995,000	4,750,000
Water/Sewer/Storm Conn/Reserves	3,325,000	187,500	235,000	250,000	280,000	720,000	1,652,500
WSFFA	2,080,000	140,000	1,140,000			800,000	
REET II	1,055,000	120,000	140,000	80,000	375,000	250,000	90,000
King Co Regional Parks	1,000,000						1,000,000
Loan Program	985,000	125,000		600,000			260,000
REET I	962,700	137,500	165,100	161,150	174,400	196,350	128,200
Grant Matching	495,000		20,000	200,000	75,000		200,000
Wastewater Utility Fund	300,000		50,000	50,000	50,000	75,000	75,000
Street Fund Funding	205,000	2,500	35,000	30,000	75,000	30,000	32,500
Internal Loan	200,000	100,000	100,000				
In-Kind and Developer Fees	86,900	15,360	25,760	9,540	10,710	12,080	13,450
King County Tax	24,000	8,000	8,000	8,000			
TOTAL SOURCES	\$32,314,600	\$1,010,860	\$2,678,860	\$3,026,690	\$2,995,110	\$5,238,430	\$17,364,650

Total: \$32,314,600



Non Capital Operating Costs

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Salary and Benefits (Trails Project)	50,000		10,000	10,000	10,000	10,000	10,000
Debt Wastewtr REET I (Police Rec. Sys)	125,600	42,000	42,000	41,600			
Debt REET I (Loan for Ginder Creek Land)	79,550		15,910	15,910	15,910	15,910	15,910
Debt REET I (Fire Equip Loans)	170,820				56,940	56,940	56,940
Maint. Costs Infil/WBD Sewer Main	120,000	20,000	20,000	20,000	20,000	20,000	20,000
Maintenance Roberts Drive	30,000				10,000	10,000	10,000
Interfund Debt Repay Water Meters	200,000	40,000	40,000	40,000	40,000	40,000	
Total Non Capital Operating Costs	775,970	102,000	127,910	127,510	152,850	152,850	112,850

City of Black Diamond

General Government Projects



Capital Improvement Program 2011 - 2016

CIP General Government Summary

Capital Improvement Program 2011 - 2016

Key to Projects in the CIP:
 E = Econ Dev
 I = Technology
 P = Parks
 L = Police
 A = Admin/Facilities
 F = Fire

Sources		Total \$ Project	2011	2012	2013	2014	2015	2016
1	Grant Funding	3,073,000	175,000	100,000	988,000	100,000		1,710,000
2	Real Estate Excise Taxes I	962,700	137,500	165,100	161,150	174,400	196,350	128,200
3	King County Regional Parks Funding	1,000,000						1,000,000
4	Loans	985,000	125,000		600,000			260,000
5	Impact Fees or SEPA	700,000			200,000		250,000	250,000
6	Grant Matching	195,000		20,000	100,000	75,000		
7	In Kind Funding or Developer Fees	86,900	15,360	25,760	9,540	10,710	12,080	13,450
8	King County Tax Levy	24,000	8,000	8,000	8,000			
Total Sources for Gen Govt Projects		7,026,600	460,860	318,860	2,066,690	360,110	458,430	3,361,650

Uses		Total \$ Project	2011	2012	2013	2014	2015	2016
Facilities and Administration								
A1	Future Facility Site-Preliminary Engr/Design	50,000	15,000	35,000				
I1	City Technology Capital	89,600	26,000	18,900	11,550	4,700	21,050	7,400
E1	Way Finding Signs	22,000	12,000	2,500	2,500	2,500	2,500	
Total Facilities and Administration Projects		161,600	53,000	56,400	14,050	7,200	23,550	7,400
Parks and Recreation								
P1	Park Signage	12,500	2,500	2,500	2,500	2,500	2,500	
P2	Union Stump Memorial Park	20,000			20,000			
P3	Lake Sawyer Boat Launch Improvements	788,000		20,000	768,000			
P4	Grant Matching Funds	240,000	40,000	40,000	40,000	40,000	40,000	40,000
P5	Trail System Development	324,000	8,000	108,000	108,000	100,000		
P6	BMX Park Course	250,000				20,000	20,000	210,000
P7	Lake Sawyer Regional Park	3,075,000				75,000	250,000	2,750,000
P8	Tree City USA Money Fund	65,500	8,360	8,760	10,040	11,410	12,780	14,150
P9	Ginder Creek Acquisition	300,000	300,000					
P10	Jones Lake Acquisition	400,000			400,000			
Total Parks and Rec Projects		5,475,000	358,860	179,260	1,348,540	248,910	325,280	3,014,150
Public Safety								
A2	Police Reroof	20,000						20,000
I2	Police Technology Capital	75,000	12,000	8,200	14,100	12,000	15,600	13,100
L1	Patrol Car Replacement Program	405,000	40,000	42,000	90,000	92,000	94,000	47,000
F1	Fire Engine 981 - Replace	600,000			600,000			
F2	Fire Aid Car - Replace	175,000						175,000
F3	Fire Brush-Truck Chassis	85,000						85,000
F4	Fire Station 99 Design/Engr - Replace	30,000	5,000	25,000				
Total Public Safety Projects		1,390,000	57,000	75,200	704,100	104,000	109,600	340,100
Total Uses Gen Govt Projects		7,026,600	468,860	310,860	2,066,690	360,110	458,430	3,361,650

General Government Project Breakdown by Types of Funding

	Total \$ Project	2011	2012	2013	2014	2015	2016
Grant Funding							
P2 Union Stump Memorial Park	20,000			20,000			
P3 Lake Sawyer Boat Launch Improvements	668,000			668,000			
P5 Trail System Development	300,000		100,000	100,000	100,000		
P6 BMX Park Course	210,000						210,000
P7 Lake Sawyer Regional Park	1,500,000						1,500,000
P9 Ginder Creek Acquisition	175,000	175,000					
P10 Jones Lake Acquisition	200,000			200,000			
E1 Way Finding Signs	22,000	12,000	2,500	2,500	2,500	2,500	
Total Grant Funding	3,073,000	175,000	100,000	988,000	100,000		1,710,000
REET I Funding							
P1 Park Signage	12,500	2,500	2,500	2,500	2,500	2,500	
P4 Grant Matching Funds	240,000	40,000	40,000	40,000	40,000	40,000	40,000
P6 BMX Park Course	40,000				20,000	20,000	
P8 Tree City USA	3,600	500	500	500	700	700	700
L1 Patrol Car Replacement Program	405,000	40,000	42,000	90,000	92,000	94,000	47,000
F4 Fire Station 99 Design/Engr - Replace	30,000	5,000	25,000				
A1 Future Facility Site-Preliminary Engr/Design	25,000	7,500	17,500				
A2 Police Reroof	20,000						20,000
I1 City Technology Capital	89,600	18,000	26,900	11,550	4,700	21,050	7,400
I2 Police Technology Capital	75,000	12,000	8,200	14,100	12,000	15,600	13,100
Total REET I Funding	962,700	137,500	165,100	161,150	174,400	196,350	128,200
King County Regional Parks Funding							
P7 Lake Sawyer Regional Park	1,000,000						1,000,000
Total King County Regional Parks Funding	1,000,000						1,000,000
Loans for Financing							
F1 Fire Engine 981 - Replace	600,000			600,000			
F2 Fire Aid Car - Replace	175,000						175,000
F3 Fire Brush-Truck Chassis	85,000						85,000
P9 Ginder Creek Acquisition	125,000	125,000					
Total Loans	985,000	125,000		600,000			260,000
Impact Fees or SEPA							
P7 Lake Sawyer Regional Park	500,000					250,000	250,000
P10 Jones Lake Acquisition	200,000			200,000			
Total Impact Fees or SEPA	700,000			200,000		250,000	250,000
Grant Matching Funds							
P7 Lake Sawyer Regional Park	75,000				75,000		
P3 Lake Sawyer Boat Launch Improvements	120,000		20,000	100,000			
Total Grant Matching Funds	195,000		20,000	100,000	75,000		
In Kind Funding or Developer Fees							
A1 Future Facility Site-Preliminary Engr/Design	25,000	7,500	17,500				
P8 Tree City USA	61,900	7,860	8,260	9,540	10,710	12,080	13,450
Total In Kind Funding or Developer Fees	86,900	15,360	25,760	9,540	10,710	12,080	13,450
King County Tax Levy Funding							
P5 Trail System Development	24,000	8,000	8,000	8,000			
Total King County Tax Levy	24,000	8,000	8,000	8,000			
Total General Government Funding	7,026,600	460,860	318,860	2,066,690	360,110	458,430	3,361,650



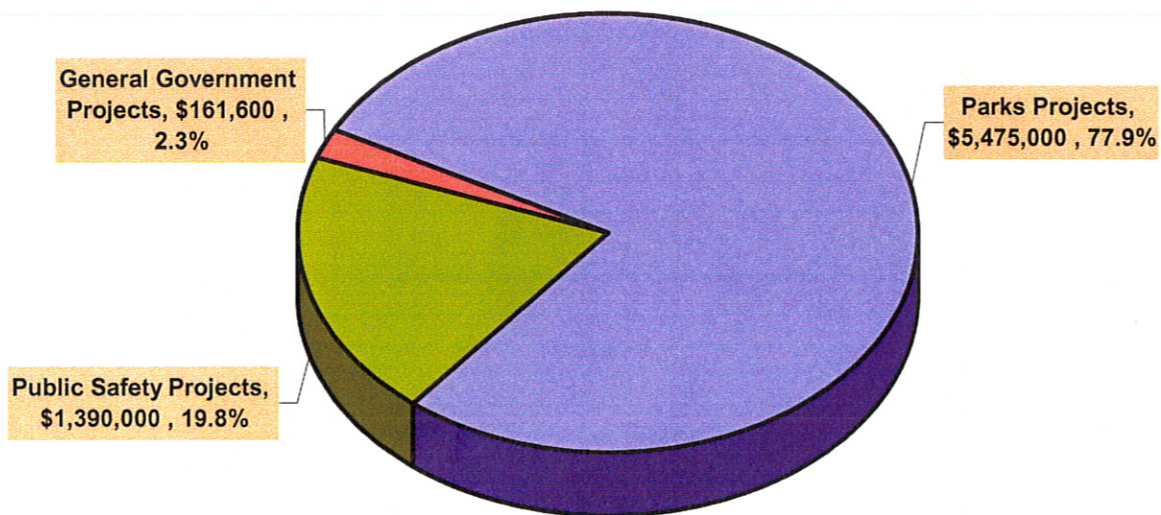
General Government Department Summary

Capital Improvement Program 2011 - 2016

Departments	Total \$ Project	2011	2012	2013	2014	2015	2016
General Government Projects							
Capital Facilities & Admin	50,000	15,000	35,000				
Economic Development	22,000	12,000	2,500	2,500	2,500	2,500	
City Technology (not Police)	89,600	26,000	18,900	11,550	4,700	21,050	7,400
Subtotal	161,600	53,000	56,400	14,050	7,200	23,550	7,400
Parks Projects							
Parks Department	5,475,000	358,860	179,260	1,348,540	248,910	325,280	3,014,150
Public Safety							
Police Department (incl Tech)	500,000	52,000	50,200	104,100	104,000	109,600	80,100
Fire Department	890,000	5,000	25,000	600,000			260,000
Subtotal	1,390,000	57,000	75,200	704,100	104,000	109,600	340,100
TOTAL Project COSTS	7,026,600	\$468,860	\$310,860	\$2,066,690	\$360,110	\$458,430	\$3,361,650

General Government CIP by Department

Total: \$7,026,600



REET I Payments	Total 2011 - 2016	2011	2012	2013	2014	2015	2016
Repay Ginder Ck Land Loan	79,550		15,910	15,910	15,910	15,910	15,910
Repay Loan Police Records Sys.	125,600	42,000	42,000	41,600			
Repay Loan Fire Engine	170,820				56,940	56,940	56,940
Total	375,970	42,000	57,910	57,510	72,850	72,850	72,850



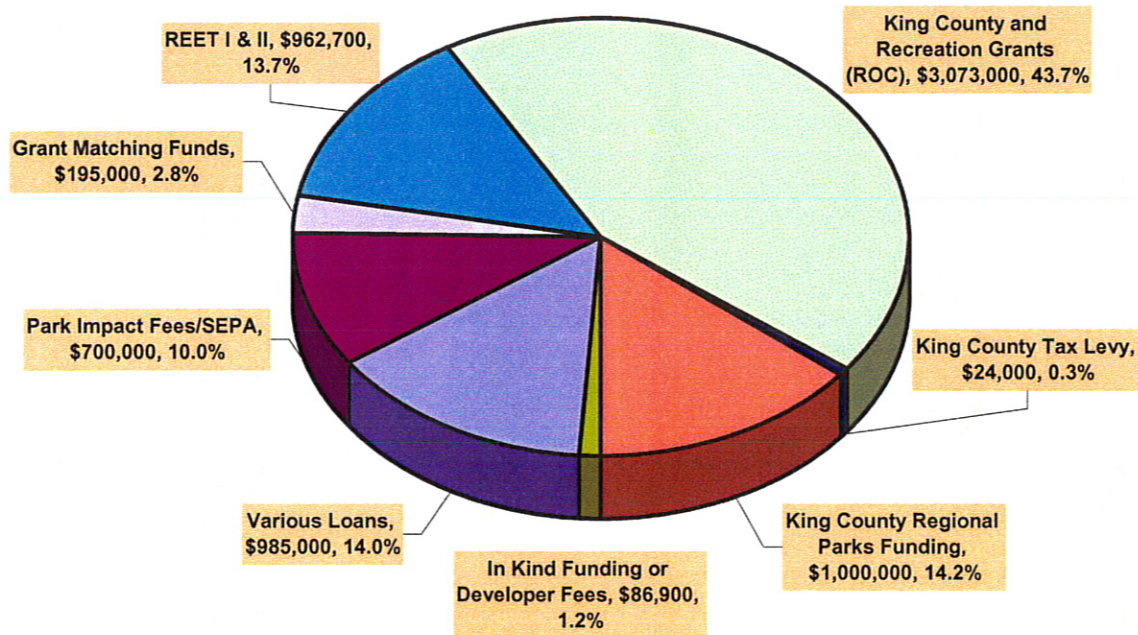
CIP General Government Funding Summary

Capital Improvement Program 2011 - 2016

REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
King County and Recreation Grants (ROC)	3,073,000	175,000	100,000	988,000	100,000		1,710,000
REET I & II	962,700	137,500	165,100	161,150	174,400	196,350	128,200
King County Regional Parks Funding	1,000,000						1,000,000
Various Loans	985,000	125,000		600,000			260,000
Park Impact Fees/SEPA	700,000			200,000		250,000	250,000
Grant Matching Funds	195,000		20,000	100,000	75,000		
In Kind Funding or Developer Fees	86,900	15,360	25,760	9,540	10,710	12,080	13,450
King County Tax Levy	24,000	8,000	8,000	8,000			
TOTAL SOURCES	\$7,026,600	\$460,860	\$318,860	\$2,066,690	\$360,110	\$458,430	\$3,361,650

General Government CIP by Type of Funding
Total: \$7,026,600



Non Capital Operating Costs

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Salary and Benefits (Trails Project)	50,000		10,000	10,000	10,000	10,000	10,000
Debt Wastewtr REET I (Police Rec. Sys)	125,600	42,000	42,000	41,600			
Debt REET I (Loan for Ginder Creek Land)	79,550		15,910	15,910	15,910	15,910	15,910
Debt REET I (Fire Equip Loans)	170,820				56,940	56,940	56,940
TOTAL OPERATING Gen Govt Costs	425,970	42,000	67,910	67,510	82,850	82,850	82,850



REET I ANALYSIS SUMMARY (Fund 310)

Capital Improvement Program 2011 - 2016

Real Estate Excise Tax Analysis

Key to Projects in the CIP:

E = Econ Dev
I = Technology
P = Parks
L = Police
A = Facilities
F = Fire

REET I - REVENUE ANALYSIS

	Info Only 2010	2011 - 2016 Summary Total	2011	2012	2013	2014	2015	2016
Beginning Fund Balance	710,492		414,370	335,870	239,960	224,300	232,050	217,850
1/4 of 1% REET	30,000		30,000	50,000	200,000	250,000	250,000	250,000
Interest	9,800		1,000	1,500	3,000	5,000	5,000	5,000
Reet II Transfer			70,000	80,000				
Available Balance	750,292		515,370	467,370	442,960	479,300	487,050	472,850
REET 1 Projects								
General Government								
A1 Space Design		25,000	7,500	17,500				
E1 Way Finding Signs		22,000	12,000	2,500	2,500	2,500	2,500	
I1 City Technology Capital	21,000	89,600	18,000	26,900	11,550	4,700	21,050	7,400
City Hall and Court Remodel	35,000							
Metal Buildings								
Subtotal		136,600	37,500	46,900	14,050	7,200	23,550	7,400
Parks								
P1 Park Signage	15,000	12,500	2,500	2,500	2,500	2,500	2,500	
P4 Grant Matching Funds	50,000	240,000	40,000	40,000	40,000	40,000	40,000	40,000
P6 BMX Park Course		40,000				20,000	20,000	
P8 Tree City USA	5,000	3,600	500	500	500	700	700	700
Boat Launch Project	55,000							
Skate Park Project	25,000							
Subtotal								
Repay Ginder Ck Land Loan		79,550		15,910	15,910	15,910	15,910	15,910
Subtotal		375,650	43,000	58,910	58,910	79,110	79,110	56,610
Public Safety								
A2 Police Reroof		20,000						20,000
L1 Patrol Car Replacement Program		405,000	40,000	42,000	90,000	92,000	94,000	47,000
I2 Police Technology Upgrades	12,000	79,400	12,000	12,600	14,100	12,000	15,600	13,100
F4 Replace Fire Station Design		30,000	5,000	25,000				
Firearms	922							
Repay Loan Police Records System	42,000	125,600	42,000	42,000	41,600			
Repay Loan Fire Engine replacement		170,820				56,940	56,940	56,940
Subtotal	260,922	830,820	99,000	121,600	145,700	160,940	166,540	137,040
312 Parking Project	75,000							
Total REET I Projects & Debt	335,922	1,343,070	179,500	227,410	218,660	247,250	269,200	201,050
Ending Fund Balance	414,370		335,870	239,960	224,300	232,050	217,850	271,800

REET monies based on Houses sold at \$

* 80 @250K 266 @300K 285 @350K 285 @350K 285 @350K

* May also include commercial development, land sales or resale of property



General Government REET I Summary

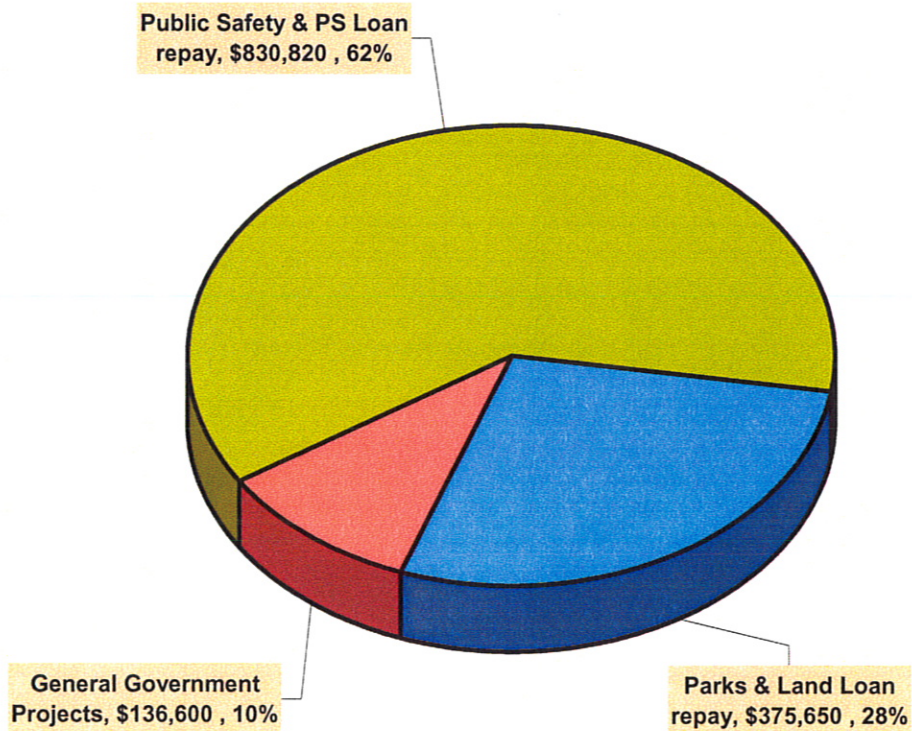
Capital Improvement Program 2011 - 2016

REET: Real Estate Excise Tax

REET I

	Total \$ Project	2011	2012	2013	2014	2015	2016
General Government Projects	136,600	37,500	46,900	14,050	7,200	23,550	7,400
Public Safety & PS Loan repay	830,820	99,000	121,600	145,700	160,940	166,540	137,040
Parks & Land Loan repay	375,650	43,000	58,910	58,910	79,110	79,110	56,610
TOTAL SOURCES	\$1,343,070	\$179,500	\$227,410	\$218,660	\$247,250	\$269,200	\$201,050

Total REET I: \$1,343,070



General Government Projects

(Administration, City Technology and Facilities)





General Government (Non-Public Safety)

Capital Improvement Program 2011 - 2016

Expenditure Summary by Project

Project Name	Total \$ Requested	2011	2012	2013	2014	2015	2016
A1 Future Facility Site-Preliminary Engr/Design	50,000	15,000	35,000				
I1 City Technology Capital	89,600	26,000	18,900	11,550	4,700	21,050	7,400
E1 Way Finding Signs	22,000	12,000	2,500	2,500	2,500	2,500	
TOTAL EXPENDITURES	161,600	53,000	56,400	14,050	7,200	23,550	7,400

Funding Sources

	Total \$ Project	2011	2012	2013	2014	2015	2016
REET I							
A1 Future Facility Site-Preliminary Engr/Design	25,000	7,500	17,500				
I1 City Technology Capital	89,600	26,000	18,900	11,550	4,700	21,050	7,400
E1 Way Finding Signs	22,000	12,000	2,500	2,500	2,500	2,500	
Total REET I Funding	136,600	45,500	38,900	14,050	7,200	23,550	7,400
In-Kind or Developer Funded							
A1 Future Facility Site-Preliminary Engr/Design	25,000	7,500	17,500				
Total In-Kind or Developer Funding	25,000	7,500	17,500				
Total General Government Projects	161,600	53,000	56,400	14,050	7,200	23,550	7,400



Capital Improvement Program 2011 - 2016

Project for

Facilities & Administration

A1

PROJECT TITLE

Future Facility Site-Preliminary Engr/Design

DESCRIPTION

Work with staff to determine the optional locations for City Hall, Public Works, Fire Station and other city sites, and to prepare some preliminary design and cost analysis.

CAPITAL PROJECT COSTS

Preliminary Engr/Design

TOTAL COSTS

Total \$ Requested	2011	2012	2013	2014	2015	2016
50,000	15,000	35,000				
\$50,000	\$15,000	\$35,000				

REQUESTED FUNDING

REET I

In-Kind or Developer Funding

TOTAL SOURCES

Total \$ Project	2011	2012	2013	2014	2015	2016
25,000	7,500	17,500				
25,000	7,500	17,500				
\$50,000	\$15,000	\$35,000				



Capital Improvement Program 2011 - 2016

Project for

Information Technology

I1

PROJECT TITLE

City Technology - Capital

DESCRIPTION

Variety of technology upgrades to the City including phone system upgrades, PC purchases, software purchases, network upgrades hard and software and printers. These upgrades that are for the City excludes Police, as that department has a separate technology project list.

BACKGROUND

This project is for PC replacements and other capital technology for the City. This includes servers, network and network software, disaster software, a phone system for City Hall in 2012, and other technology.

CAPITAL PROJECT COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Phone System	8,000		8,000				
PC, Printers, Software	28,100	3,000	3,400	4,050	2,700	9,550	5,400
Network	22,500	6,000	5,000	6,000	500	5,000	500
Network Software	10,500	1,500	3,000	1,500	1,500	1,500	1,500
Disaster Recovery Software	20,000	7,500	7,500			5,000	
TOTAL COSTS	\$89,600	18,000	\$26,900	\$11,550	\$4,700	\$21,050	\$7,400

REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
REET I	89,600	18,000	26,900	11,550	4,700	21,050	7,400
TOTAL SOURCES	\$89,600	\$18,000	\$26,900	\$11,550	\$4,700	\$21,050	\$7,400



Capital Improvement Program 2011 - 2016

Project for the

Economic Development

E1

PROJECT TITLE

Way Finding Signs

DESCRIPTION

14-foot tall decorative sign with city logo made of painted aluminum materials. Installation to be provided by Public Works. The plan is for two-post and single-post signs.

BACKGROUND

Limited signage to direct the public to City offices, Library and business area from Highway 169.

COMMENTS

The City would be able to direct the public to the City offices along with helping the people visiting the city to know where to locate the resources they are looking for including local business area. The first year two-post signs will be installed then followed by single-post signs every other year.

CAPITAL PROJECT COSTS

Capital Outlay

TOTAL COSTS

Total \$ Requested	2011	2012	2013	2014	2015	2016
22,000	12,000	2,500	2,500	2,500	2,500	
\$22,000	\$12,000	\$2,500	\$2,500	\$2,500	\$2,500	

REQUESTED FUNDING

REET I

TOTAL SOURCES

Total \$ Project	2011	2012	2013	2014	2015	2016
22,000	12,000	2,500	2,500	2,500	2,500	
\$22,000	\$12,000	\$2,500	\$2,500	\$2,500	\$2,500	



Examples of Wayfinding Signs

Police Projects





Police Department

Capital Improvement Program 2011 - 2016

Expenditure Summary

Police Vehicle Replacement

#L1

CAPITAL PROJECT COSTS BY PROJECT

	Total \$ Requested	2011	2012	2013	2014	2015	2016
L1 Vehicle Replacement Program	405,000	40,000	42,000	90,000	92,000	94,000	47,000
I2 Police Technology Capital	75,000	12,000	8,200	14,100	12,000	15,600	13,100
A2 Reroof Police Building	20,000						20,000
TOTAL COSTS	500,000	52,000	50,200	104,100	104,000	109,600	80,100

Funding Sources

REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Real Estate Excise Tax I	500,000	52,000	50,200	104,100	104,000	109,600	80,100
TOTAL SOURCES	500,000	52,000	50,200	104,100	104,000	109,600	80,100



Capital Improvement Program 2011 - 2016

Project for the **Police** **Department** **# L1**

PROJECT TITLE **Patrol Car Replacement Program**

DESCRIPTION

The City has created and maintained a vehicle replacement program with planned expenditures for patrol cars in an effort to replace aging patrol cars before becoming too expensive to maintain and to assure officer safety.

BACKGROUND

This rotation program will allow the force to spend more time on the street and less time delivering them for repairs and maintenance. This program will allow for replacement roughly every 100,000 miles.

CAPITAL PROJECT COSTS

Capital Outlay

TOTAL COSTS

Total \$ Requested	2011	2012	2013	2014	2015	2016
405,000	40,000	42,000	90,000	92,000	94,000	47,000
\$405,000	\$40,000	\$42,000	\$90,000	\$92,000	\$94,000	\$47,000

REQUESTED FUNDING

REET I

TOTAL SOURCES

Total \$ Project	2011	2012	2013	2014	2015	2016
405,000	40,000	42,000	90,000	92,000	94,000	47,000
\$405,000	\$40,000	\$42,000	\$90,000	\$92,000	\$94,000	\$47,000

Replacement Schedule

Car 15 **2003 Ford**
Car 11 **2006 Ford**
Car K9 **2006 Ford**
Car 28 **2009 Charger**
Car 23 **2007 Dodge**
Car 21 **2006 Ford**
Car 22 **2007 Dodge**
Car 20 **2006 Ford**
Car 24 **2008 Dodge**

2011	2012	2013	2014	2015	2016
40,000					
		45,000			
	42,000				
					47,000
			46,000		
				47,000	
			46,000		
		45,000			
				47,000	



Capital Improvement Program 2011 - 2016

Project for

Information Technology

I2

PROJECT TITLE

Police Technology Capital

DESCRIPTION

Variety of technology for Police and for the Court, PC purchases, network upgrades for hard and software, and replacement of printers and copiers.

COMMENTS

Laptops for all officers. General technology needs in years after.

CAPITAL PROJECT COSTS	Total \$ Requested	2011	2012	2013	2014	2015	2016
Laptops	13,200			4,400		4,400	4,400
Personal Computers			1,200	1,200		1,200	1,200
Routers, servers and Operating System Upgrades & record sys	57,000	12,000	7,000	8,500	12,000	10,000	7,500
TOTAL COSTS	75,000	\$12,000	\$8,200	\$14,100	\$12,000	\$15,600	\$13,100
REQUESTED FUNDING	Total \$ Project	2011	2012	2013	2014	2015	2016
REET I	75,000	12,000	8,200	14,100	12,000	15,600	13,100
TOTAL SOURCES	75,000	\$12,000	\$8,200	\$14,100	\$12,000	\$15,600	\$13,100
NON CAPITAL OPERATING COSTS	Total \$ Requested	2011	2012	2013	2014	2015	2016
Debt Repayment REET I Record Sys	127,200	43,200	42,400	41,600			
TOTAL OPERATING	127,200	43,200	42,400	41,600			

Capital Improvement Program 2011 - 2016

Project for

Facilities & Administration

A2

PROJECT TITLE	Reroof Police Building
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DESCRIPTION

The Police building roof will need to be replaced within the next six years. The existing roof has four layers, so it will need to be a replacement.

[illegible]

Fire Department Projects



Fire Department

Capital Improvement Program 2011 - 2016

Expenditure Summary by Project

Project Name	Total \$ Requested	2011	2012	2013	2014	2015	2016
F1 Fire Engine 981 - Replace	600,000			600,000			
F2 Fire Aid Car - Replace	175,000						175,000
F3 Fire Brush-Truck Chassis	85,000						85,000
F4 Fire Station 99 Design/Engr - Rep	30,000	5,000	25,000				
TOTAL EXPENDITURES	890,000	5,000	25,000	600,000			260,000

Funding Sources

	Total \$ Project	2011	2012	2013	2014	2015	2016
Loan Program							
F1 Fire Engine 981 - Replace	600,000			600,000			
F2 Fire Aid Car - Replace	175,000						175,000
F3 Fire Brush-Truck Chassis	85,000						85,000
Total Loans	860,000			600,000			260,000
REET I							
F4 Fire Station 99 Design/Engr - Rep	30,000	5,000	25,000				
Total REET 1 Funding	30,000	5,000	25,000				
Total Fire Department Projects	890,000	5,000	25,000	600,000			260,000

NON CAPITAL OPERATING COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Salaries, Benefits and Other							
Debt Repayment REET I	170,820				56,940	56,940	56,940
TOTAL OPERATING	170,820				\$56,940	\$56,940	\$56,940



Capital Improvement Program 2011 - 2016

Project for the

Fire Department

F1

PROJECT TITLE

Fire Engine 981 - Replace

DESCRIPTION

Replace reserve engine #981 and extend the service life of the present front-line engine.

BACKGROUND

Engine 981 is a 1986 Pierce custom built for Kent Fire and later purchased by Black Diamond. It is four years older than the nationally recommended service life and has been driven more than 150,600 miles and used more than 12,000 hours.

COMMENTS

Replacing 981 extends the service life of the newest engine by moving it to reserve status. This project could be financed for \$600,000 for 15 years at a rate of 5%. The engine would need to be ordering in late 2011 (18 month build time) for delivery in 2013 and payments for 15 years to begin in 2014.

CAPITAL PROJECT COSTS	Total \$						
	Requested	2011	2012	2013	2014	2015	2016
Capital Outlay	600,000			600,000			
TOTAL COSTS	600,000			\$600,000			
REQUESTED FUNDING	Total \$						
	Project	2011	2012	2013	2014	2015	2016
Loan	600,000			600,000			
TOTAL SOURCES	600,000			\$600,000			
NON CAPITAL OPERATING COSTS	Total \$						
	Requested	2011	2012	2013	2014	2015	2016
Salaries, Benefits and Other							
Debt Repayment	170,820				56,940	56,940	56,940
TOTAL OPERATING	170,820				56,940	56,940	56,940



Capital Improvement Program 2011 - 2016

Project for the

Fire Department

F2

PROJECT TITLE Fire Aid Car - Replace

DESCRIPTION

Replace Aid 98 to provide reliable patient transport capability.

BACKGROUND

Aid 98 is a 1994 Ford purchased by City surplus from King County Medic One. This vehicle shows over 143,160 miles. This is the only aid car owned by the City and maintenance costs are expected to increase with age in continued front-line use.

COMMENTS

Cost projections of \$175,000 include the purchase price and a ten year loan assuming a 5% interest rate.

CAPITAL PROJECT COSTS

Capital Outlay

TOTAL COSTS

Total \$ Requested	2011	2012	2013	2014	2015	2016
175,000						175,000
\$175,000						\$175,000

REQUESTED FUNDING

Loan

TOTAL SOURCES

Total \$ Project	2011	2012	2013	2014	2015	2016
175,000						175,000
\$175,000						\$175,000





Capital Improvement Program 2011 - 2016

Project for the

Fire Department

F3

PROJECT TITLE

Fire Brush-Truck Chassis

DESCRIPTION

Replace chassis of Brush 98 to improve safety and increase the usefulness of the vehicle. The standard chassis is too small, allowing only a half fill.

BACKGROUND

Present vehicle, while relatively new and low mileage, exceeds manufacturers gross vehicle weight when fully loaded with water. A heavier duty chassis increases the quantity of water safely carried by the vehicle and the "Class A" foam system improves efficiency of the water used.

COMMENTS

Selling the present chassis as surplus equipment helps offset the estimated \$85,000 project cost which includes 5 years of financing at 5% interest rate through the State LOCAL loan program.

CAPITAL PROJECT COSTS

Capital Outlay

TOTAL COSTS

Total \$ Requested	2011	2012	2013	2014	2015	2016
85,000						85,000
85,000						\$85,000

REQUESTED FUNDING

Loan

TOTAL SOURCES

Total \$ Project	2011	2012	2013	2014	2015	2016
85,000						85,000
85,000						\$85,000



Capital Improvement Program 2011 - 2016

Project for the

Fire Department

F4

PROJECT TITLE

Fire Station 99 Design/Engr - Replace

DESCRIPTION

Replace Station 99 with a suitable facility in the Old Town area. Preliminary studies and engineering will be done in 2011 - 2012 time frame with construction to begin in the future.

BACKGROUND

Existing Station 99 does not provide adequate facilities for 24 hour occupancy. Apparatus bay doors, though widened in 2009, are not of sufficient size to accommodate modern fire apparatus. Project will begin with a site survey in 2012.

COMMENTS

REET I is one method to fund the preliminary work. The preliminary design and engineering in 2011-2012 will determine where the station will be, possible funding sources and land needed.

CAPITAL PROJECT COSTS

Preliminary Engineering

TOTAL COSTS

Total \$ Requested	2011	2012	2013	2014	2015	2016
30,000	5,000	25,000				
30,000	\$5,000	\$25,000				

REQUESTED FUNDING

REET I

TOTAL SOURCES

Total \$ Project	2011	2012	2013	2014	2015	2016
30,000	5,000	25,000				
30,000	\$5,000	\$25,000				

Parks Projects



Parks Department

Capital Improvement Program 2011 - 2016

Expenditure Summary by Project

Project Name	Total \$ Requested	2011	2012	2013	2014	2015	2016
P1 Park Signage	12,500	2,500	2,500	2,500	2,500	2,500	
P2 Union Stump Memorial Park	20,000			20,000			
P3 Lake Sawyer Boat Launch Improvements	788,000		20,000	768,000			
P4 Grant Matching Funds	240,000	40,000	40,000	40,000	40,000	40,000	40,000
P5 Trail System Development	324,000	8,000	108,000	108,000	100,000		
P6 BMX Park Course	250,000				20,000	20,000	210,000
P7 Lake Sawyer Regional Park	3,075,000				75,000	250,000	2,750,000
P8 Tree City USA Money Fund	65,500	8,360	8,760	10,040	11,410	12,780	14,150
P9 Ginder Creek Acquisition	300,000	300,000					
P10 Jones Lake Acquisition	400,000			400,000			
TOTAL EXPENDITURES	5,475,000	358,860	179,260	1,348,540	248,910	325,280	3,014,150

Funding Sources

	Total \$ Project	2011	2012	2013	2014	2015	2016
Recreation and Conservation Office Grant (RCO)							
P2 Union Stump Memorial Park	20,000			20,000			
P5 Trail System Development	300,000		100,000	100,000	100,000		
P6 BMX Park Course	210,000						210,000
P7 Lake Sawyer Regional Park	1,500,000						1,500,000
P9 Ginder Creek Acquisition	175,000	175,000					
P10 Jones Lake Acquisition	200,000			200,000			
King County Grant							
P3 Lake Sawyer Boat Launch Improvements	668,000			668,000			
Total Grant Funding	3,073,000	175,000	100,000	988,000	100,000		1,710,000
King County Regional Parks Funding							
P7 Lake Sawyer Regional Park	1,000,000						1,000,000
Total King County Regional Parks Funding	1,000,000						1,000,000
King County Tax Levy for Regional Parks							
P5 Trail System Development	24,000	8,000	8,000	8,000			
Total King County Regional Parks Funding	24,000	8,000	8,000	8,000			
Grant Matching							
P3 Lake Sawyer Boat Launch Improvements	120,000		20,000	100,000			
Total Grant Matching	120,000		20,000	100,000			
REET I Funding							
P1 Park Signage	12,500	2,500	2,500	2,500	2,500	2,500	
P4 Grant Matching Funds	240,000	40,000	40,000	40,000	40,000	40,000	40,000
P6 BMX Park Course	40,000				20,000	20,000	
P7 Lake Sawyer Regional Park	75,000				75,000		
P8 Tree City USA	3,600	500	500	500	700	700	700
Total REET I Funding	371,100	43,000	43,000	43,000	138,200	63,200	40,700

Parks Department

Capital Improvement Program 2011 - 2016

Funding Sources, cont.

	Total \$ Project	2011	2012	2013	2014	2015	2016
Impact Fee/SEPA Funding							
P7 Lake Sawyer Regional Park	500,000					250,000	250,000
P10 Jones Lake Acquisition	200,000			200,000			
Total Impact Fee Funding	700,000			200,000		250,000	250,000
In Kind and Permit Fees							
P8 Tree City USA	61,900	7,860	8,260	9,540	10,710	12,080	13,450
Total In-kind and Permit Fees	61,900	7,860	8,260	9,540	10,710	12,080	13,450
10 year Loan Program							
P9 Ginder Creek Acquisition	125,000	125,000					
Total In-kind and Permit Fees	125,000	125,000					
Total Parks Projects	5,475,000	358,860	179,260	1,348,540	248,910	325,280	3,014,150
Non Capital Operating Costs							
	Total \$ Requested	2011	2012	2013	2014	2015	2016
Salaries, Benefits and Maintenance	50,000		10,000	10,000	10,000	10,000	10,000
Debt Pay REET I for Ginder Creek Land	79,550		15,910	15,910	15,910	15,910	15,910
TOTAL OPERATING	129,550		25,910	25,910	25,910	25,910	25,910



Capital Improvement Program 2011 - 2016

Project for the Parks Department # P1

PROJECT TITLE Park Signage

DESCRIPTION

Park facilities throughout the City of Black Diamond.

BACKGROUND

The City updated its Parks comprehensive plan and rules within the past few years. Signage has been identified as crucial to informing the public with regard to these facilities. This money will be utilized to update signage within these facilities. The focus will be on South 312th Street, Lake Sawyer Boat Launch and the Regional Park at the south end of Lake Sawyer.

CAPITAL PROJECT COSTS	Total \$ Requested	2011	2012	2013	2014	2015	2016
Capital Outlay	12,500	2,500	2,500	2,500	2,500	2,500	
TOTAL COSTS	\$12,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	
REQUESTED FUNDING	Total \$ Project	2011	2012	2013	2014	2015	2016
REET I	12,500	2,500	2,500	2,500	2,500	2,500	
TOTAL SOURCES	\$12,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	



Capital Improvement Program 2011 - 2016

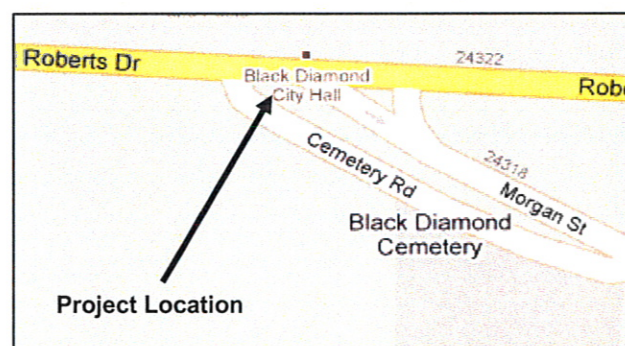
Project for the Parks Department # P2

PROJECT TITLE Union Stump Memorial Park

DESCRIPTION Union Stump Memorial Park is located at the corner of Cemetery Road and Roberts Drive. It is a very small park.

BACKGROUND Park was established at the turn of the century. Fencing was repaired in 2009, leaving formal parking to be established. This project includes design of the parking area in 2013.

	Total \$ Requested	2011	2012	2013	2014	2015	2016
CAPITAL PROJECT COSTS							
Construction Costs	20,000			20,000			
TOTAL COSTS	\$20,000			\$20,000			
REQUESTED FUNDING							
	Total \$ Project	2011	2012	2013	2014	2015	2016
Grants	20,000			20,000			
TOTAL SOURCES	\$20,000			\$20,000			



Capital Improvement Program 2011 - 2016

Project for the Parks Department

P3

PROJECT TITLE Lake Sawyer Boat Launch Improvements

DESCRIPTION	Existing boat launch facility on the west end of Lake Sawyer off of 296th Avenue.
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BACKGROUND Low-impact parking addition was completed in 2009 with the use of grants awarded by King County and the King Conservation District. A small portion of City funds were utilized in order to complete the project. 100% design will be completed by summer of 2010. Small maintenance project on the boat launch will be needed in order to ensure safe ingress and egress for boats using the lake. Major improvements scheduled for 2013.

CAPITAL PROJECT COSTS	Total \$ Requested	2011	2012	2013	2014	2015	2016
Construction Costs	768,000			768,000			
Permitting Costs	20,000		20,000				
TOTAL COSTS	\$788,000		\$20,000	\$768,000			

REQUESTED FUNDING	Total \$ Project	2011	2012	2013	2014	2015	2016
King County Grant	668,000			668,000			
Other - Grant Matching	120,000		20,000	100,000			
TOTAL SOURCES	\$788,000		\$20,000	\$768,000			





Capital Improvement Program 2011 - 2016

Project for the Parks Department # P4

PROJECT TITLE Grant Matching Funds

DESCRIPTION

Funds earmarked for matching grant requirements for Parks, Recreation and Open Space projects throughout the City of Black Diamond.

CAPITAL PROJECT COSTS	Total \$	2011	2012	2013	2014	2015	2016
	Requested						
Transfer Reserves	240,000	40,000	40,000	40,000	40,000	40,000	40,000
TOTAL COSTS	240,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
REQUESTED FUNDING	Total \$	2011	2012	2013	2014	2015	2016
	Project						
REET I	240,000	40,000	40,000	40,000	40,000	40,000	40,000
TOTAL SOURCES	240,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000

What is a matching grant?

A matching grant is a contingent grant awarded only if the receiving entity is able to put up (or independently raise) a sum equal to the amount provided by the granting entity.



Capital Improvement Program 2011 - 2016

Project for the

Parks

Department

P5

PROJECT TITLE Trail System Development

DESCRIPTION

Specific area of interest includes large-scale trail improvement throughout the City connecting master planned communities and downtown area.

BACKGROUND

A major focus in Black Diamond has been creating a town that is walkable and pedestrian friendly. This program will help further this focus. In 2010, a comprehensive trail plan will be completed and allow the City more flexibility in applying for grant resources.

CAPITAL PROJECT COSTS

Trail Improvements

Construction Costs

TOTAL COSTS

Total \$ Requested	2011	2012	2013	2014	2015	2016
24,000	8,000	8,000	8,000			
300,000		100,000	100,000	100,000		
\$324,000	\$8,000	\$108,000	\$108,000	\$100,000		

REQUESTED FUNDING

Grants

King County Tax Levy

TOTAL SOURCES

Total \$ Project	2011	2012	2013	2014	2015	2016
300,000		100,000	100,000	100,000		
24,000	8,000	8,000	8,000			
\$324,000	\$8,000	\$108,000	\$108,000	\$100,000		

NON CAPITAL OPERATING COSTS

Salaries, Benefits and Maintenance

Debt Repayment

TOTAL OPERATING

Total \$ Requested	2011	2012	2013	2014	2015	2016
50,000		10,000	10,000	10,000	10,000	10,000
50,000		10,000	10,000	10,000	10,000	10,000



Capital Improvement Program 2011 - 2016

Project for the

Parks

Department

P6

PROJECT TITLE

BMX Park Course

DESCRIPTION

Circuit course for BMX enthusiasts.

BACKGROUND

Expansion needed in general and in order to include the type of bicycles used at skate parks. Construction in 2016 with a State (RCO) grant.

CAPITAL PROJECT COSTS

Total \$ Requested	2011	2012	2013	2014	2015	2016
Preliminary Engineering	20,000				20,000	
Design Engineering	20,000			20,000		
Construction Costs	200,000					200,000
Permitting	10,000					10,000
TOTAL COSTS	\$250,000			\$20,000	\$20,000	\$210,000

REQUESTED FUNDING

Total \$ Project	2011	2012	2013	2014	2015	2016
Grants (RCO)	210,000					210,000
REET I	40,000			20,000	20,000	
TOTAL SOURCES	\$250,000			\$20,000	\$20,000	\$210,000





Capital Improvement Program 2011 - 2016

Project for the **Parks** **Department** **# P7**

PROJECT TITLE **Lake Sawyer Regional Park**

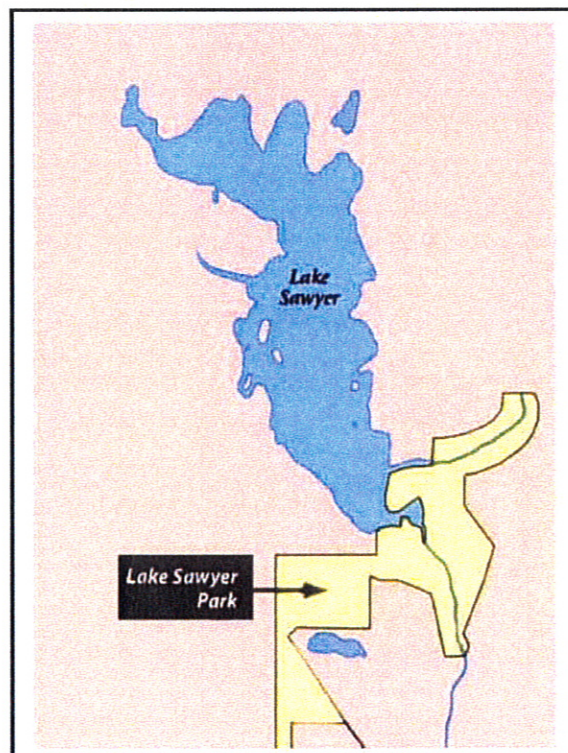
DESCRIPTION Regional facility on the south end of Lake Sawyer area.

BACKGROUND Raw land awaiting development

COMMENTS Significant development projects are slated for later years as funding sources are identified. Potential exists for the City Council to pursue impact fees in future years. In the meantime, Grants, REET and other funding sources shall be pursued. The City hopes to partner with the County and other local municipalities on regional park development. 2017 is scheduled for \$2,500,000 (Grant and county monies) to finish project.

CAPITAL PROJECT COSTS	Total \$ Requested	2011	2012	2013	2014	2015	2016
Preliminary Engineering	75,000				75,000		
Construction Engineering	250,000						250,000
Design Engineering	250,000					250,000	
Construction Costs	2,500,000						2,500,000
TOTAL COSTS	\$3,075,000				\$75,000	\$250,000	\$2,750,000

REQUESTED FUNDING	Total \$ Project	2011	2012	2013	2014	2015	2016
Grants	1,500,000						1,500,000
Impact Fees/SEPA	500,000					250,000	250,000
King County Regional Parks	1,000,000						1,000,000
Other - Grant Matching	75,000				75,000		
TOTAL SOURCES	\$3,075,000				\$75,000	\$250,000	\$2,750,000





Capital Improvement Program 2011 - 2016

Project for the Parks Department # P8

PROJECT TITLE Tree City USA Money Fund

DESCRIPTION

We want to become a Tree City USA.

BACKGROUND

The Tree City USA® program, sponsored by the Arbor Day Foundation in cooperation with the USDA Forest Service and the National Association of State Foresters, provides direction, technical assistance, public attention, and national recognition for urban and community forestry programs in thousands of towns and cities.

COMMENTS

To qualify for Tree City USA, a town or city must meet four standards established by The Arbor Day Foundation and the National Association of State Foresters. These standards were established to ensure that every qualifying community would have a viable tree management plan and program. There are four standards that a community must meet in order to achieve the Tree City USA designation. They include establishing a tree board or department, writing a Tree Care Ordinance, commit at least \$2 per capita annually the community forestry program and celebrate Arbor Day. There are many green benefits to this valuable program. The in-kind costs will be volunteer labor.

CAPITAL PROJECT COSTS	Total \$ Requested	2011	2012	2013	2014	2015	2016
Construction Costs	61,900	7,860	8,260	9,540	10,710	12,080	13,450
Capital Outlay	3,600	500	500	500	700	700	700
Permitting							
Transfer reserves							
TOTAL COSTS	\$65,500	\$8,360	\$8,760	\$10,040	\$11,410	\$12,780	\$14,150

REQUESTED FUNDING	Total \$ Project	2011	2012	2013	2014	2015	2016
REET I	3,600	500	500	500	700	700	700
In-kind and development permit fe	61,900	7,860	8,260	9,540	10,710	12,080	13,450
TOTAL SOURCES	\$65,500	\$8,360	\$8,760	\$10,040	\$11,410	\$12,780	\$14,150

Population at \$2 per Capita	4,180	4,380	5,020	5,705	6,390	7,075
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Capital Improvement Program 2011 - 2016

Project for the Parks Department # P9

PROJECT TITLE **Ginder Creek Acquisition**

DESCRIPTION

Property acquisition to ensure connectivity Ginder Creek Property.

BACKGROUND

King County Conservation Futures has earmarked \$175,000 for Jones Lake but we can request it be transferred to the Ginder Creek Land Project.

CAPITAL PROJECT COSTS

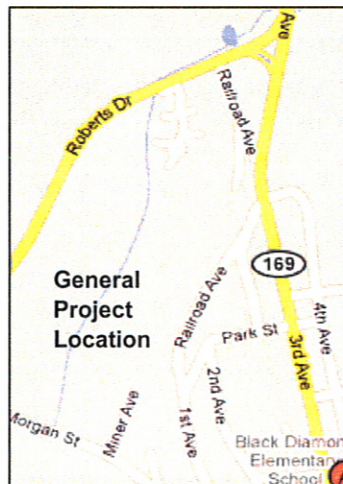
	Total \$ Requested	2011	2012	2013	2014	2015	2016
Land/Right of Way	300,000	300,000					
TOTAL COSTS	\$300,000	\$300,000					

REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Grants	175,000	175,000					
Loan Program (10 year)	125,000	125,000					
TOTAL SOURCES	\$300,000	\$300,000					

NON CAPITAL OPERATING COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Salaries, Benefits and Maintenance							
10 Year 5% Loan Repay REET I	79,550		15,910	15,910	15,910	15,910	15,910
TOTAL OPERATING	79,550		15,910	15,910	15,910	15,910	15,910





Capital Improvement Program 2011 - 2016

Project for the **Parks** **Department** **# P10**

PROJECT TITLE **Jones Lake Acquisition**

DESCRIPTION

Private property surrounding Jones Lake complex.

BACKGROUND

The City of Black Diamond has a strong interest in maintaining the open space that currently exists around Jones Lake. This fund will help the City acquire this property for future generations to enjoy.

CAPITAL PROJECT COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Land/Right of Way	400,000			400,000			
TOTAL COSTS	\$400,000			\$400,000			

REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Grants	200,000			200,000			
Impact Fees	200,000			200,000			
TOTAL SOURCES	\$400,000			\$400,000			

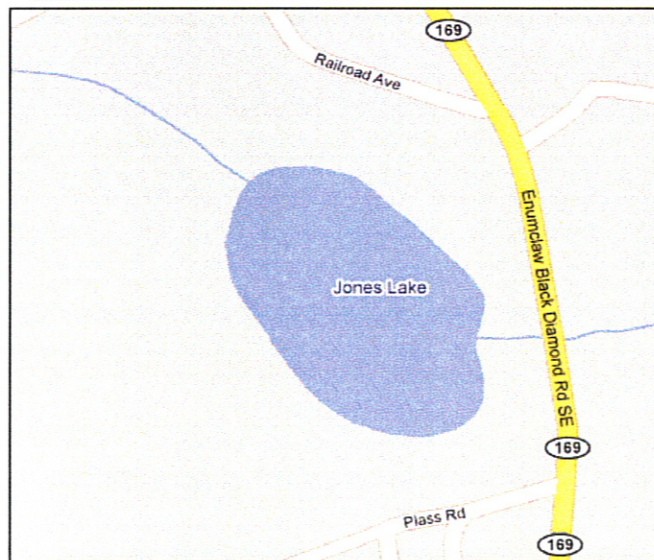
NON CAPITAL OPERATING COSTS

Salaries, Benefits and Maintenance

Debt Repayment

TOTAL OPERATING

	Total \$ Requested	2011	2012	2013	2014	2015	2016



City of Black Diamond

Public Works Projects



Capital Improvement Program 2011 - 2016

CIP Public Works Summary

Capital Improvement Program 2011 - 2016

Sources	Total \$ Project	2011	2012	2013	2014	2015	2016
1 Grants	9,708,000		660,000		435,000	1,160,000	7,453,000
2 Street Impact, SEPA, Developer Funded	8,115,000			450,000	1,420,000	1,745,000	4,500,000
3 Wastewater Connection Fees/Reserves	3,075,000	182,500	185,000	200,000	260,000	695,000	1,552,500
4 WSSFA	2,080,000	140,000	1,140,000			800,000	
5 Real Estate Excise Taxes II	1,055,000	120,000	140,000	80,000	375,000	250,000	90,000
6 Stormwater Reserves	205,000	2,500	45,000	50,000	10,000		97,500
7 Wastewater Utility Funding	300,000		50,000	50,000	50,000	75,000	75,000
8 Grant Matching	300,000			100,000			200,000
9 Street Fund	205,000	2,500	35,000	30,000	75,000	30,000	32,500
10 Interfund Loan	200,000	100,000	100,000				
11 Water Connection Fees/Reserves	45,000	2,500	5,000		10,000	25,000	2,500
Total Public Works Capital Funding	25,288,000	550,000	2,360,000	960,000	2,635,000	4,780,000	14,003,000
Uses	Total \$ Project	2011	2012	2013	2014	2015	2016
T1 General Street Improvement	150,000		30,000	30,000	30,000	30,000	30,000
T2 Lawson Street & Newcastle Dr Intersection Repair	80,000	80,000					
T3 Jones Lk. Road Regrading and Paving	160,000				160,000		
T4 Roberts Drive Sidewalk link to Morgan St	953,000					120,000	833,000
T5 SE 288th Street Overlay	230,000		230,000				
T6 SR-169 Widening Lawson & Baker St Intersection	1,550,000					350,000	1,200,000
T7 Roberts Drive Reconstruction	5,650,000			100,000	200,000	350,000	5,000,000
T8 Pacific Street Neighborhood Improvements	520,000				70,000	450,000	
T9 Intersection Improvements in Morganville	100,000			40,000	60,000		
T10 Grant Matching Fund	270,000	40,000	40,000	40,000	50,000	50,000	50,000
T11 SR 169 Gateway Corridor Improvement	5,700,000				200,000	300,000	5,200,000
T12 Roberts Drive/State Rt 169 Roundabout	2,230,000			450,000	220,000	1,560,000	
W1 Springs Transmission Main Replacement Phase 1	800,000					800,000	
W2 Springs & River Crossing Rehab. Project	1,780,000	140,000	1,640,000				
W3 Meter Replacement Program	200,000	100,000	100,000				
W4 Fire Flow Loop to N. Commerical Area	800,000				800,000		
W5 Public Works Facilities Design/Eng	30,000	10,000	20,000				
S1 Infiltration and Inflow Reduction Program	1,750,000	100,000	150,000	250,000	250,000	500,000	500,000
S2 Replace Old Lawson Lift Station	50,000	50,000					
S3 Cedarbrook Sewer Main	90,000						90,000
S4 West Black Diamond Wastewater Lift Station	400,000				50,000	250,000	100,000
S5 Morganville Wastewater Lift Station Improvement	110,000	30,000	80,000				
S6 Morganville Force Main Reroute	1,000,000					20,000	980,000
S7 South Black Diamond Wastewater Trunk Extension	0						
D1 Public Works Yard Improvements	115,000				95,000		20,000
D2 Ginder Creek Stormwater Treatment Pond	250,000			50,000	200,000		
D3 Lake Sawyer Road Culvert and Guardrail	320,000		70,000		250,000		
Total Uses Public Works Projects	25,288,000	550,000	2,360,000	960,000	2,635,000	4,780,000	14,003,000

Project Breakdown by Type of Funding		Total \$ Project	2011	2012	2013	2014	2015	2016
Grants								
T3	Jones Lk. Road Regrading and Paving	130,000				130,000		
T4	Roberts Drive Sidewalk link to Morgan St	803,000						803,000
T5	SE 288th Street Overlay	160,000		160,000				
T7	Roberts Drive Reconstruction	4,150,000						4,150,000
T11	SR 169 Gateway Corridor Improvement	2,500,000						2,500,000
T12	Roberts Drive/State Rt 169 Roundabout	1,160,000				1,160,000		
W2	Springs & River Crossing Rehab. Project	500,000		500,000				
D1	Public Works Yard Improvements	55,000				55,000		
D3	Lake Sawyer Road Culvert and Guardrail	250,000				250,000		
Total Grants		9,708,000		660,000		435,000	1,160,000	7,453,000
Street Impact, SEPA, Developer								
D2	Ginder Creek Stormwater Treatment Pond	200,000				200,000		
T6	SR-169 Widening Lawson & Baker St Intersection	1,550,000					350,000	1,200,000
T7	Roberts Drive Reconstruction	900,000					300,000	600,000
T8	Pacific Street Neighborhood Improvements	395,000					395,000	
T11	SR 169 Gateway Corridor Improvement	3,200,000				200,000	300,000	2,700,000
T12	Roberts Drive/State Rt 169 Roundabout	1,070,000			450,000	220,000	400,000	
W4	Fire Flow Loop to N. Commerical Area	800,000				800,000		
Total Street Impact or SEPA Fees		8,115,000			450,000	1,420,000	1,745,000	4,500,000
Wastewater Connection Fees/Reserves								
D1	Public Works Yard Improvements	12,500				10,000		2,500
S1	Infiltration and Inflow Reduction Program	1,450,000	100,000	100,000	200,000	200,000	425,000	425,000
S2	Replace Old Lawson Lift Station	50,000	50,000					
S3	Preserving Wastewater Treatment Plant for Future Use	45,000						45,000
S4	West Black Diamond Wastewater Lift Station	400,000				50,000	250,000	100,000
S5	Morganville Wastewater Lift Station Improvement	110,000	30,000	80,000				
S6	Morganville Force Main Reroute	1,000,000					20,000	980,000
W5	Public Works Facilities Design/Eng	7,500	2,500	5,000				
Total Wastewater Connection Fees/Reserves		3,075,000	182,500	185,000	200,000	260,000	695,000	1,552,500
WSFFA								
W1	Springs Transmission Main Replacement Phase 1	800,000					800,000	
W2	Springs & River Crossing Rehab. Project	1,280,000	180,000	1,100,000				
Total WSFFA		2,080,000	180,000	1,100,000			800,000	
REET 2 Funding								
T2	Lawson St and Newcastle inter. Repair	80,000	80,000					
T3	Jones Lk. Road Regrading and Paving	30,000				30,000		
T4	Roberts Drive Sidewalk link to Morgan St	150,000					120,000	30,000
T5	SE 288th Street Overlay	70,000		70,000				

Project Breakdown by Types of Funding		Total \$ Project	2011	2012	2013	2014	2015	2016
REET 2 Funding, cont.								
T7 Roberts Drive Reconstruction	205,000					155,000	50,000	
T8 Pacific Street Neighborhood Improvements	100,000					70,000	30,000	
T9 Intersection Improvements in Morganville	100,000				40,000	60,000		
T10 Grant Matching Fund	270,000	40,000	40,000	40,000	50,000	50,000	50,000	
D1 Public Works Yard Improvements	20,000					10,000		10,000
D3 Lake Sawyer Road Culvert and Guardrail	30,000			30,000				
Total REET 2 Funding	1,055,000	120,000	140,000	80,000	375,000	250,000	90,000	
Stormwater Connection Fees/Reserves								
W5 Public Works Facilities Design/Eng	7,500	2,500	5,000					
S3 Cedarbrook Sewer Main	45,000							45,000
D1 Public Works Yard Improvements	12,500					10,000		2,500
D2 Ginder Creek Stormwater Treatment Pond	50,000			50,000				
D3 Lake Sawyer Road Culvert and Guardrail	40,000		40,000					
T7 Roberts Drive Reconstruction	50,000							50,000
Total Stormwater Connection Fees/Reserves	205,000	2,500	45,000	55,000	15,000	5,000	347,500	
Wastewater Utility Funding								
S1 Infiltration and Inflow Reduction Program	300,000		50,000	50,000	50,000	75,000	75,000	
Total Wastewater Utility Funding	300,000		50,000	50,000	50,000	75,000	75,000	
Grant Matching								
T7 Roberts Drive Reconstruction	300,000			100,000				200,000
Total Grant Matching	300,000			100,000				200,000
Street Fund								
D1 Public Works Yard Improvements	2,500							2,500
W5 Public Works Facilities Design/Eng	7,500	2,500	5,000					
T1 General Street Improvement	150,000		30,000	30,000	30,000	30,000	30,000	30,000
T7 Roberts Drive Reconstruction	45,000				45,000			
Total Street Fund Funding	205,000	2,500	35,000	30,000	75,000	30,000	32,500	
Interfund Loan								
W3 Meter Replacement Program	200,000	100,000	100,000					
Total Interfund Loan	200,000	100,000	100,000					
Water Connection Fees/Reserves								
W5 Public Works Facilities Design/Eng	7,500	2,500	5,000					
T8 Pacific Street Neighborhood Improvements	25,000						25,000	
D1 Public Works Yard Improvements	12,500					10,000		2,500
Total Water Connection Fees/Reserves	45,000	2,500	5,000			10,000	25,000	2,500
Total Public Works Funding	25,288,000	590,000	2,320,000	965,000	2,640,000	4,785,000	14,253,000	

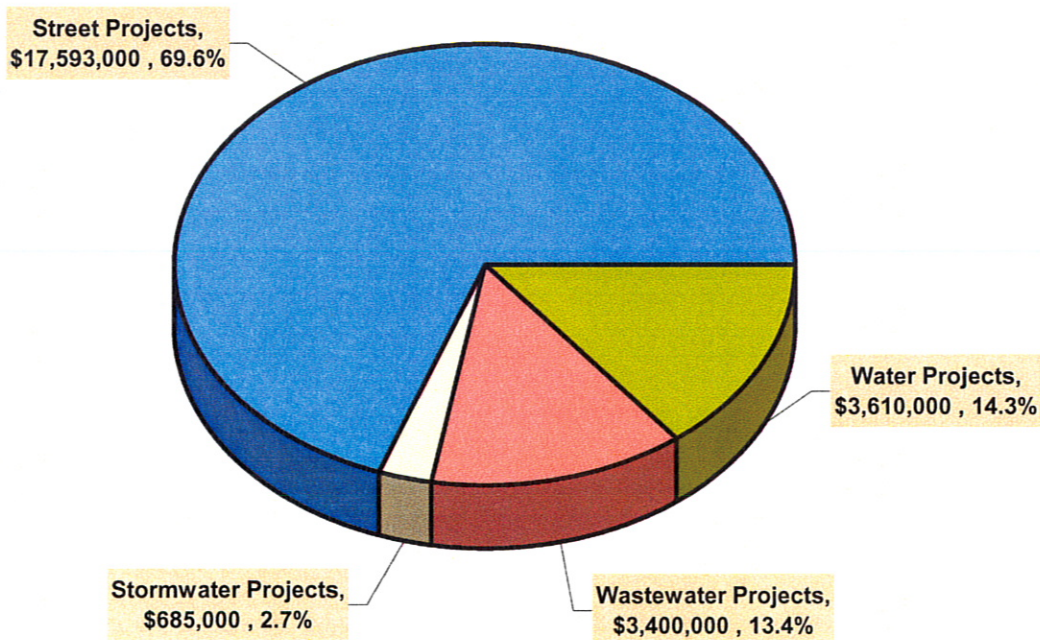


Public Works Department Summary

Capital Improvement Program 2011 - 2016

Departments	Total \$ Project	2011	2012	2013	2014	2015	2016
Street Projects	17,593,000	120,000	300,000	660,000	990,000	3,210,000	12,313,000
Water Projects	3,610,000	250,000	1,760,000		800,000	800,000	
Wastewater Projects	3,400,000	180,000	230,000	250,000	300,000	770,000	1,670,000
Stormwater Projects	685,000		70,000	50,000	545,000		20,000
TOTAL Project COSTS	\$25,288,000	\$550,000	\$2,360,000	\$960,000	\$2,635,000	\$4,780,000	\$14,003,000

Public Works CIP by Department
Total: \$25,288,000





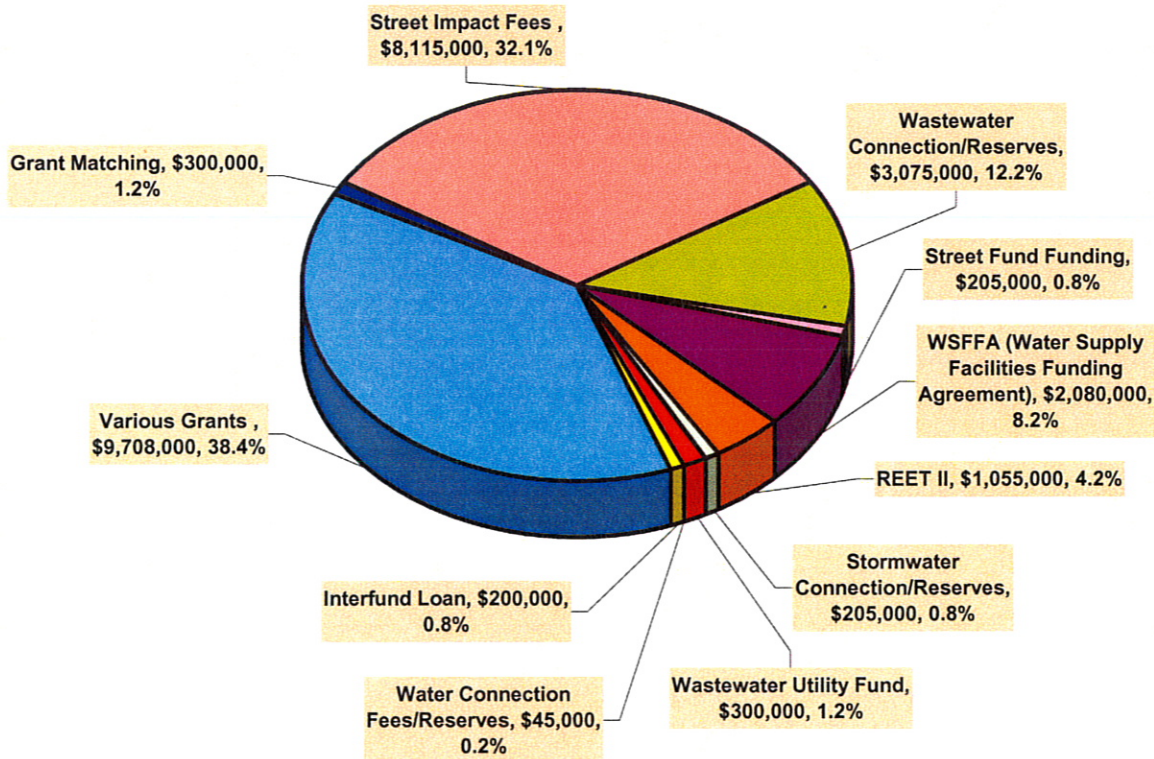
CIP Public Works Revenue Summary

Capital Improvement Program 2011 - 2016

REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Various Grants	9,708,000		660,000		435,000	1,160,000	7,453,000
Street Impact Fees	8,115,000			450,000	1,420,000	1,745,000	4,500,000
Wastewater Connection/Reserves	3,075,000	182,500	185,000	200,000	260,000	695,000	1,552,500
WSFFA (Water Supply Facilities Funding Agreement)	2,080,000	140,000	1,140,000			800,000	
REET 2	1,055,000	120,000	140,000	80,000	375,000	250,000	90,000
Stormwater Connection/Reserves	205,000	2,500	45,000	50,000	10,000		97,500
Wastewater Utility Fund	300,000		50,000	50,000	50,000	75,000	75,000
Grant Matching	300,000			100,000			200,000
Street Fund Funding	205,000	2,500	35,000	30,000	75,000	30,000	32,500
Interfund Loan	200,000	100,000	100,000				
Water Connection Fees/Reserves	45,000	2,500	5,000		10,000	25,000	2,500
TOTAL SOURCES	\$25,288,000	\$550,000	\$2,360,000	\$960,000	\$2,635,000	\$4,780,000	\$14,003,000

Public Works CIP by Type of Funding Total: \$25,288,000



Non Capital Operating Costs

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Maint. Costs Infil/WBD Sewer Main	120,000	20,000	20,000	20,000	20,000	20,000	20,000
Maintenance Roberts Drive	30,000				10,000	10,000	10,000
Interfund Debt Repay Water Meters	200,000	40,000	40,000	40,000	40,000	40,000	
Total Operating Public Works	350,000	60,000	60,000	60,000	70,000	70,000	30,000



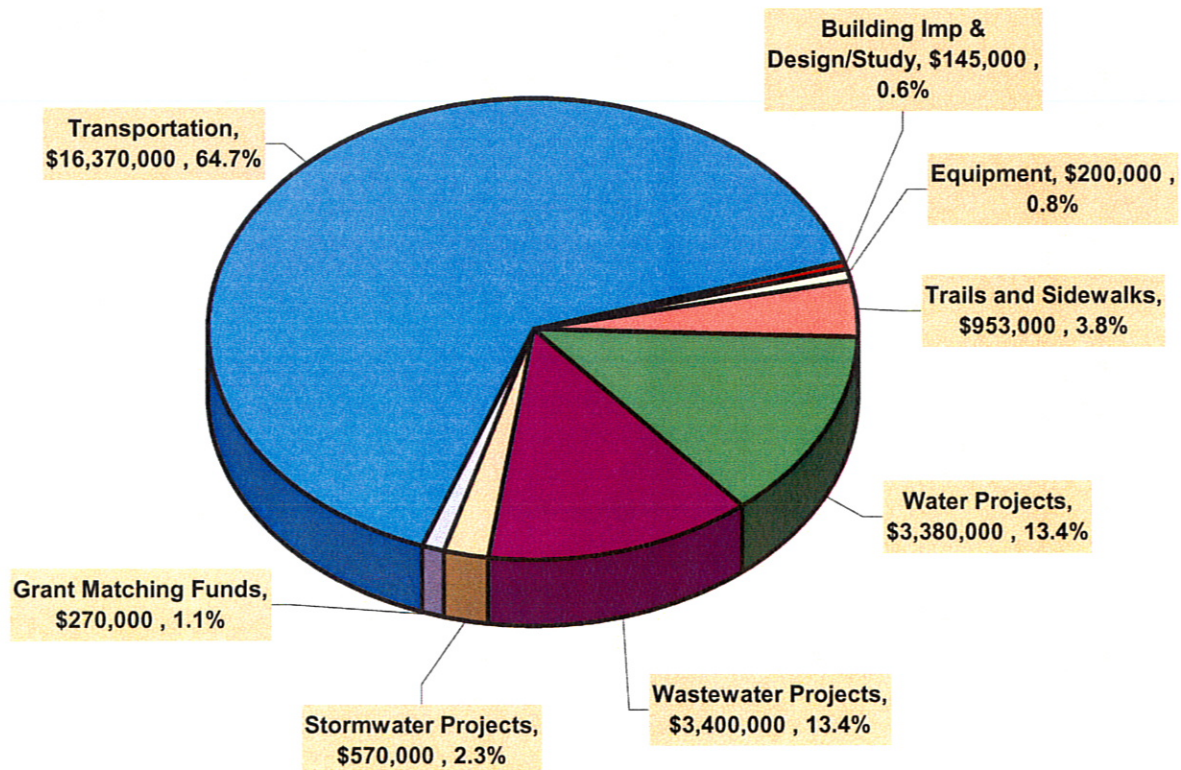
Public Works Summary

Capital Improvement Program 2011 - 2016

EXPENSES

CAPITAL PROJECTS	Total \$ Requested	2011	2012	2013	2014	2015	2016
Transportation	16,370,000	80,000	260,000	620,000	940,000	3,040,000	11,430,000
Building Imp & Design/Study	145,000	10,000	20,000		95,000		20,000
Equipment (water meters)	200,000	100,000	100,000				
Trails and Sidewalks	953,000					120,000	833,000
Water Projects	3,380,000	140,000	1,640,000		800,000	800,000	
Wastewater Projects	3,400,000	180,000	230,000	250,000	300,000	770,000	1,670,000
Stormwater Projects	570,000		70,000	50,000	450,000		
Grant Matching Funds	270,000	40,000	40,000	40,000	50,000	50,000	50,000
TOTAL COSTS	\$25,288,000	\$550,000	\$2,360,000	\$960,000	\$2,635,000	\$4,780,000	\$14,003,000

Public Works Projects Summary: \$25,288,000





REET II ANALYSIS SUMMARY

Capital Improvement Program 2011 - 2016

Key to Projects in the CIP:
 A= Administration
 T = Street
 S = Wastewater
 D = Stormwater
 W = Water

Real Estate Excise Tax Analysis

REET II - REVENUE ANALYSIS

	Info Only 2010	2011-2016 Summary Total	2011	2012	2013	2014	2015	2016
Beginning Fund Balance	819,237		535,537	376,537	208,037	331,037	211,037	216,037
1/4 of 1% REET	30,000		30,000	50,000	200,000	250,000	250,000	250,000
Interest	9,800		1,000	1,500	3,000	5,000	5,000	5,000
Carryover Beginning Fund Balance								
Transfer out to Gen Fund Capital Projects			(70,000)	(80,000)				
Available Balance	859,037		496,537	348,037	411,037	586,037	466,037	471,037
REET II Projects								
Street Projects								
T2 Lawson St and Newcastle inter. Repair		80,000	80,000					
T3 Jones Lk. Road Regrading and Paving		30,000				30,000		
T4 Roberts Drive Sidewalk link to Morgan St		150,000					120,000	30,000
T5 SE 288th Street Overlay		70,000		70,000				
T7 Roberts Drive Reconstruction		205,000				155,000	50,000	
T8 Pacific Street Neighborhood Improvements		100,000				70,000	30,000	
T9 Intersection Improvements in Morganville		100,000			40,000	60,000		
T10 Grant Matching Fund		270,000	40,000	40,000	40,000	50,000	50,000	50,000
Impact Fee Study	80,000							
Railroad Ave Project	162,100							
Morgan Street Sidewalk Ext	46,400							
232nd Ave SE Repair and Overlay	35,000							
Subtotal		1,005,000	120,000	110,000	80,000	365,000	250,000	80,000
Stormwater Projects								
D2 Public Works Yard Improvements		20,000				10,000		10,000
D4 Lake Sawyer Road Culvert and Guardrail		30,000		30,000				
Subtotal		50,000		30,000		10,000		10,000
Total REET II Projects	323,500	1,055,000	120,000	140,000	80,000	375,000	250,000	90,000
Ending Fund Balance	535,537		376,537	208,037	331,037	211,037	216,037	381,037

REET monies based on Houses sold at \$

* 80 @250K 266 @300K 285 @350K 285 @350K 285 @350K

* May also include commercial development, land sales or resale of property



Public Works REET II Summary

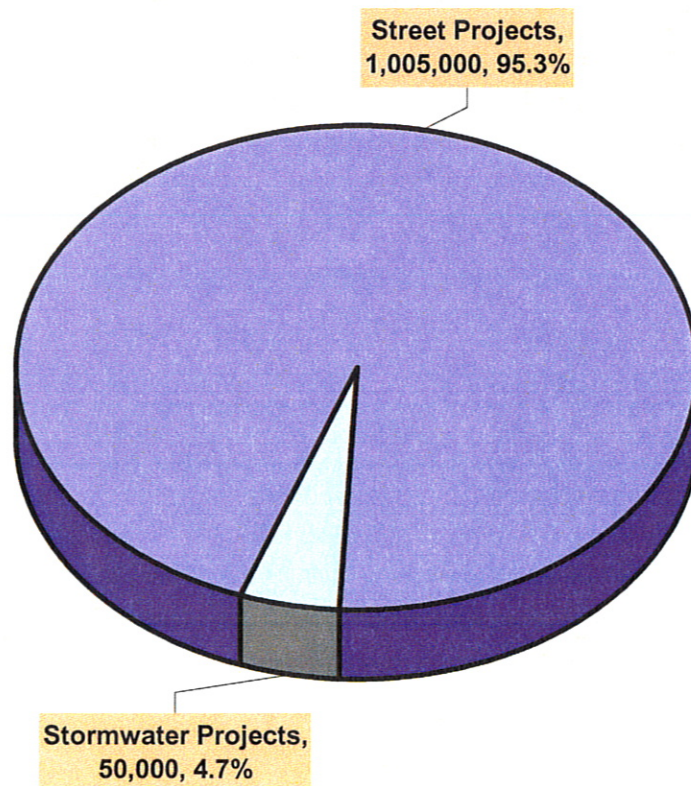
Capital Improvement Program 2011 - 2016

REET: Real Estate Excise Tax

REET II

Requested Funding	Total \$ Requested	2011	2012	2013	2014	2015	2016
Street Projects	1,005,000	120,000	110,000	80,000	365,000	250,000	80,000
Stormwater Projects	50,000		30,000		10,000		10,000
TOTAL COSTS	\$1,055,000	\$120,000	\$140,000	\$80,000	\$375,000	\$250,000	\$90,000

Total REET II: \$1,055,000



Street and Transportation Projects



Street Department (Transportation Projects)

Capital Improvement Program 2011 - 2016

Expenditure Summary by Project

Project Name	Total \$ Requested	2011	2012	2013	2014	2015	2016
T1 General Street Improvement	150,000		30,000	30,000	30,000	30,000	30,000
T2 Lawson Street & Newcastle Dr Intersection Repair	80,000	80,000					
T3 Jones Lk. Road Regrading and Paving	160,000				160,000		
T4 Roberts Drive Sidewalk link to Morgan St	953,000					120,000	833,000
T5 SE 288th Street Overlay	230,000		230,000				
T6 SR-169 Widening Lawson & Baker St Intersection	1,550,000					350,000	1,200,000
T7 Roberts Drive Reconstruction	5,650,000			100,000	200,000	350,000	5,000,000
T8 Pacific Street Neighborhood Improvements	520,000				70,000	450,000	
T9 Intersection Improvements in Morganville	100,000			40,000	60,000		
T10 Grant Matching Fund	270,000	40,000	40,000	40,000	50,000	50,000	50,000
T11 SR 169 Gateway Corridor Improvement	5,700,000				200,000	300,000	5,200,000
T12 Roberts Drive/State Rt 169 Roundabout	2,230,000			450,000	220,000	1,560,000	
TOTAL EXPENDITURES	17,593,000	120,000	300,000	660,000	990,000	3,210,000	12,313,000

Funding Sources

	Total \$ Project	2011	2012	2013	2014	2015	2016
Transportation Improvement Board Grants							
T3 Jones Lk. Road Regrading and Paving	130,000				130,000		
T4 Roberts Drive Sidewalk link to Morgan St	803,000						803,000
T5 SE 288th Street Overlay	160,000		160,000				
T7 Roberts Drive Reconstruction	4,150,000						4,150,000
T11 SR 169 Gateway Corridor Improvement	2,500,000						2,500,000
T12 Roberts Drive/State Rt 169 Roundabout	1,160,000					1,160,000	
Total TIB Grants	8,903,000		160,000		130,000	1,160,000	7,453,000
Water Connection Fees/Reserves							
T8 Pacific Street Neighborhood Improvements	25,000					25,000	
Total Stormwater Connection/Reserves Funding	25,000					25,000	
Stormwater Connection Fees/Reserves							
T7 Roberts Drive Reconstruction	50,000						50,000
Total Stormwater Connection/Reserves Funding	50,000						50,000
Street Fund Funding							
T1 General Street Improvement	150,000		30,000	30,000	30,000	30,000	30,000
T7 Roberts Drive Reconstruction	45,000				45,000		
Total Street Fund Funding	195,000		30,000	30,000	75,000	30,000	30,000

Street Department (Transportation Projects)

Capital Improvement Program 2011 - 2016

Funding Sources, cont.

	Total \$ Project	2011	2012	2013	2014	2015	2016
Developer Funded/Impact Fees/SEPA							
T6 SR-169 Widening Lawson & Baker St Intersection	1,550,000					350,000	1,200,000
T7 Roberts Drive Reconstruction	900,000					300,000	600,000
T8 Pacific Street Neighborhood Improvements	395,000					395,000	
T11 SR 169 Gateway Corridor Improvement	3,200,000				200,000	300,000	2,700,000
T12 Roberts Drive/State Rt 169 Roundabout	1,070,000			450,000	220,000	400,000	
Total Developer/Impact/SEPA Funding	7,115,000			450,000	420,000	1,745,000	4,500,000
Real Estate Excise Tax II Funding							
T2 Lawson Street & Newcastle Dr Intersection Repair	80,000	80,000					
T3 Jones Lk. Road Regrading and Paving	30,000				30,000		
T4 Roberts Drive Sidewalk link to Morgan St	150,000					120,000	30,000
T5 SE 288th Street Overlay	70,000		70,000				
T7 Roberts Drive Reconstruction	205,000				155,000	50,000	
T8 Pacific Street Neighborhood Improvements	100,000				70,000	30,000	
T9 Intersection Improvements in Morganville	100,000			40,000	60,000		
T10 Grant Matching Fund	270,000	40,000	40,000	40,000	50,000	50,000	50,000
Total REET II Funding	1,005,000	120,000	110,000	80,000	365,000	250,000	80,000
Grant Matching Fund							
T7 Roberts Drive Reconstruction	300,000			100,000			200,000
Total Grant Matching Fund	300,000			100,000			200,000
Total Street Projects	17,593,000	120,000	300,000	660,000	990,000	3,210,000	12,313,000



**Railroad Avenue
Reconstruction 2010**



Capital Improvement Program 2011 - 2016

Project for the **Street** **Department** **# T1**

PROJECT TITLE **General Street Improvement**

DESCRIPTION

Annually the Public Works staff assesses the street system and selects key street preservation work. Typical activities under this project are chip sealing, crack sealing, patch work and addressing minor safety problems.

BACKGROUND

This project provides annual funding for minor street improvements that typically do not require engineering.

COMMENTS

The carryover from the prior year is \$46,974 in 2010.

CAPITAL PROJECT COSTS	Total \$ Requested	2011	2012	2013	2014	2015	2016
Construction Costs	150,000		30,000	30,000	30,000	30,000	30,000
TOTAL COSTS	150,000		\$30,000	\$30,000	\$30,000	\$30,000	\$30,000

REQUESTED FUNDING	Total \$ Project	2011	2012	2013	2014	2015	2016
Street Funds	150,000		30,000	30,000	30,000	30,000	30,000
TOTAL SOURCES	\$150,000		\$30,000	\$30,000	\$30,000	\$30,000	\$30,000



Black Diamond Public Works Crew



Capital Improvement Program 2011 - 2016

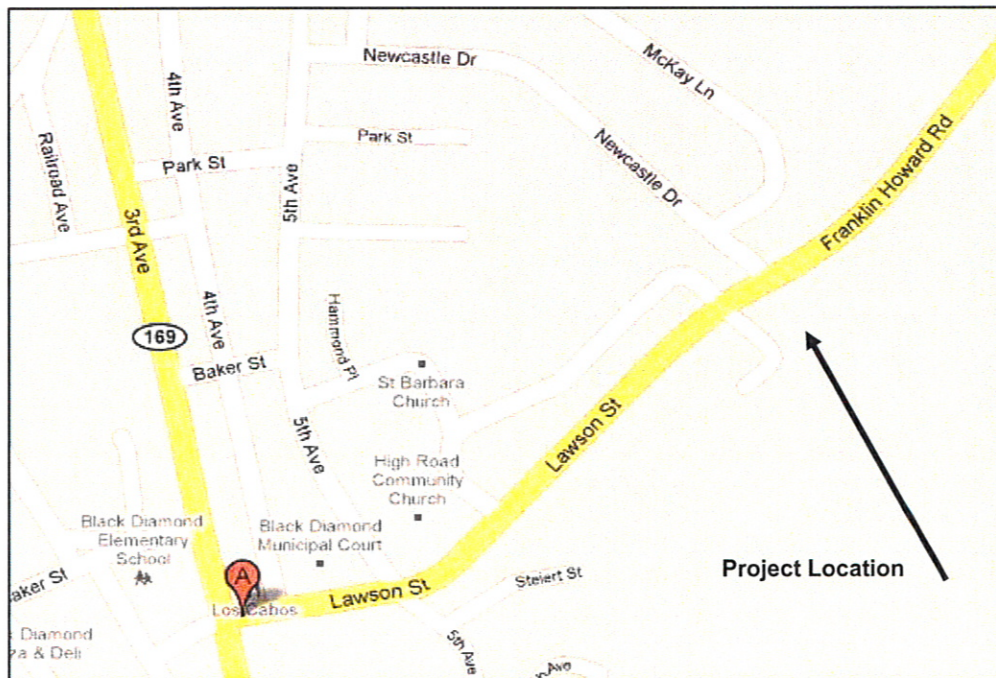
Project for the	Street	Department	# T2
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PROJECT TITLE Lawson Street & Newcastle Dr Intersection Repair

DESCRIPTION Repair the subgrade and overlay existing intersection.

BACKGROUND The shoulders of the road have sunk and some roadway patches have failed. The road base needs to be established in several locations and portions of the road reconstructed. Investigation in 2009 showed that complete intersection improvement will be approximately 80,000.

CAPITAL PROJECT COSTS	Total \$ Requested	2011	2012	2013	2014	2015	2016
	Construction Costs	80,000	80,000				
TOTAL COSTS	80,000	\$80,000					
REQUESTED FUNDING	Total \$ Project	2011	2012	2013	2014	2015	2016
	Real Estate Excise Tax II	80,000	80,000				
TOTAL SOURCES	\$80,000	\$80,000					





Capital Improvement Program 2011 - 2016

Project for the Street Department # T3

PROJECT TITLE **Jones Lk. Road Regrading and Paving**

DESCRIPTION

The existing asphalt is deteriorating and must be replaced soon. The existing asphalt must be ground up and the road regraded.

BACKGROUND

The design, specifications and bid documents have been completed with the RR Ave project. The intersection improvements at SR 169 will be accomplished by the Lawson Hills Developer when needed.

COMMENTS

If grant funding is received, this project will be moved up in priority. Grant funding may be difficult as the existing pavement cannot be overlaid so it will not qualify as a preservation project. Typical TIB project require full level improvements including sidewalk curb and gutter.

CAPITAL PROJECT COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Construction Engineering	10,000				10,000		
Construction Costs	150,000				150,000		
TOTAL COSTS	160,000				\$160,000		

REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Grants	130,000				130,000		
Real Estate Excise Tax II	30,000				30,000		
TOTAL SOURCES	160,000				\$160,000		





Capital Improvement Program 2011 - 2016

Project for the	Street	Department	# T4
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PROJECT TITLE Roberts Drive Sidewalk link to Morgan St

DESCRIPTION

Install a new pedestrian sidewalk and 1/2 street improvements from the Library to Morgan Street. The scope of work would include sidewalk, curb, gutter and a depressed landscape strip with vegetation to treat and infiltrate stormwater.

BACKGROUND

This project is part of fulfilling a portion of the comprehensive pedestrian plan.

COMMENTS

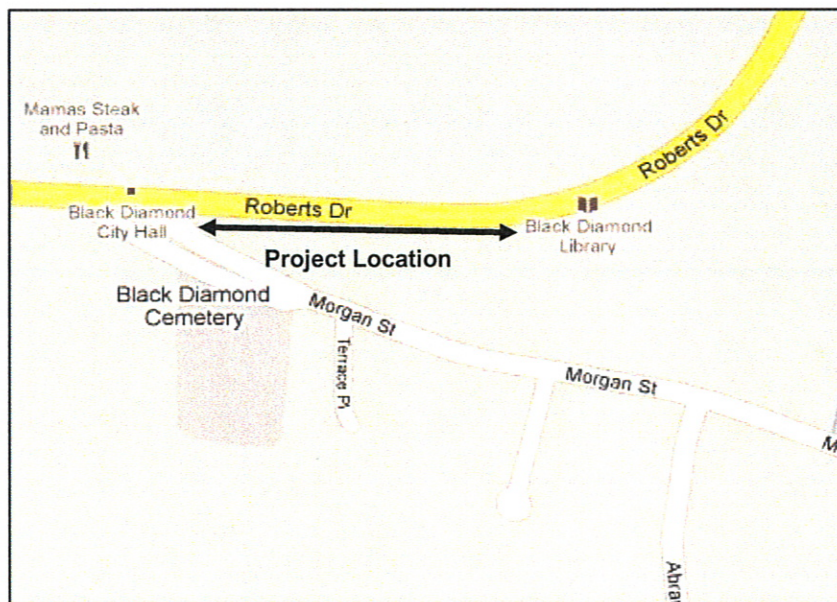
The length of the project was reduced to closer fit the amount of money that is available for sidewalk projects. The strategy here was to complete the engineering and permitting with city funds to attract grant funding with a "shovel ready" project. However, this project could be delayed.

CAPITAL PROJECT COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Land/Right of Way	20,000					20,000	
Design Engineering	175,000					100,000	75,000
Construction Costs	758,000						758,000
TOTAL COSTS	\$953,000					\$120,000	\$833,000

REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Grants	803,000						803,000
Real Estate Excise Tax II	150,000					120,000	30,000
TOTAL SOURCES	\$953,000					\$120,000	\$833,000





Capital Improvement Program 2011 - 2016

Project for the **Street** **Department** **# T5**

PROJECT TITLE SE 288th Street Overlay

DESCRIPTION Patch and overlay the existing roadway from 236th Ave SE to 216th Ave SE.

BACKGROUND The City will not be able to take advantage of the TIB grant program once the City grows over 5,000 in population. This project suggests leveraging more than \$100,000.

COMMENTS Preparatory patching will be needed before overlay. Delaying the project one year.

CAPITAL PROJECT COSTS

Construction Engineering

Construction Costs

TOTAL COSTS

Total \$ Requested	2011	2012	2013	2014	2015	2016
10,000		10,000				
220,000		220,000				
\$230,000		\$230,000				

REQUESTED FUNDING

Grants TIB

Real Estate Excise Tax II

TOTAL SOURCES

Total \$ Project	2011	2012	2013	2014	2015	2016
160,000		160,000				
70,000		70,000				
\$230,000		\$230,000				





Capital Improvement Program 2011 - 2016

Project for the Street Department # T6

PROJECT TITLE SR-169 Widening Lawson & Baker St Intersection

DESCRIPTION

The left hand turn lanes are needed on 169 and on the approaching streets. 900 feet of SR-169 widening and channelization is needed. 200 feet of widening and channelization is needed on Lawson and Baker Street.

BACKGROUND

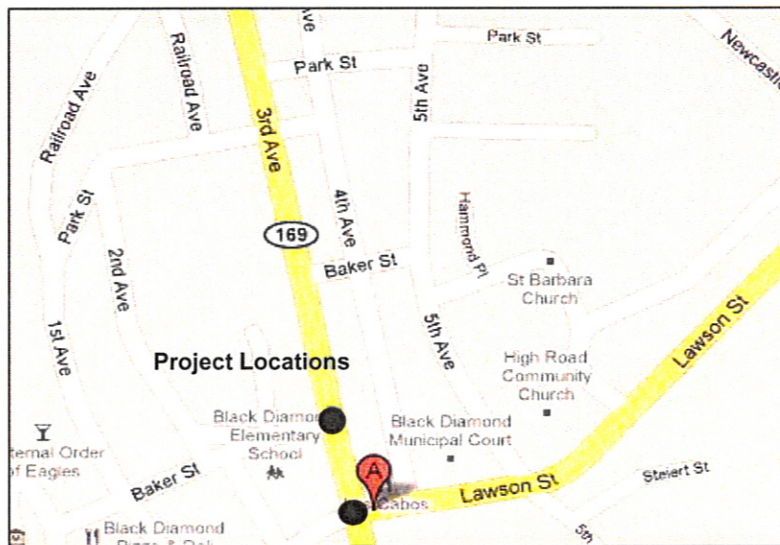
This is a capacity adding project funded through the State Environmental Policy Act and potentially traffic impact fees.

CAPITAL PROJECT COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Land/Right of Way	200,000					200,000	
Design Engineering	150,000					150,000	
Construction Costs	1,200,000						1,200,000
TOTAL COSTS	\$1,550,000					\$350,000	\$1,200,000

REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Developer/Impact Fees/SEPA	1,550,000					350,000	1,200,000
TOTAL SOURCES	\$1,550,000					\$350,000	\$1,200,000





Capital Improvement Program 2011 - 2016

Project for the **Street** **Department** **# T7**

PROJECT TITLE Roberts Drive Reconstruction

DESCRIPTION

Overlay existing roadway, address reflective cracking, widen to standard, install utilities as needed for future needs from SR 169 to the Rock Creek Bridge. The project will probably be built in phases.

BACKGROUND

With many small subdivisions and businesses with direct access to Roberts Drive the roadway will need to be widened to accommodate a left hand turn lane so that flow through traffic is not impeded. The concrete panels continue to shift and break causing rough roadway conditions and maintenance costs.

COMMENTS

The preliminary corridor study is needed early on to determine where the north south connector will be located, settle on a road section, resolve the stormwater solutions, process through NEPA (National Environmental Policy Act) and SEPA (State Environmental Policy Act), resolve the concrete panel fix, so the project can be prepared for grant funding. This project is being delayed for two years to assist with REET (real estate excise tax) cash flow.

CAPITAL PROJECT COSTS

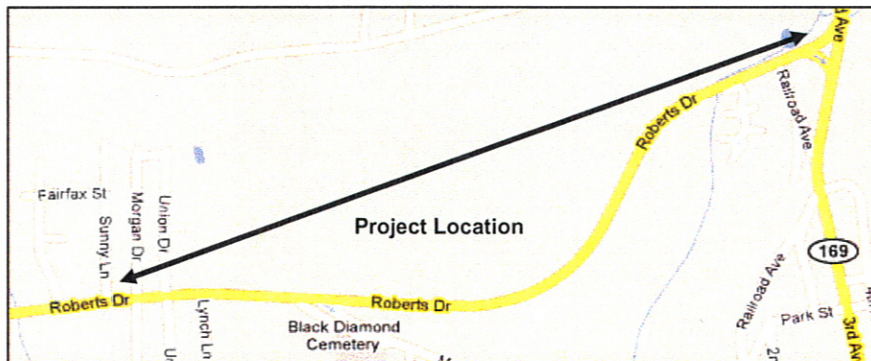
	Total \$ Requested	2011	2012	2013	2014	2015	2016
Land/Right of Way	200,000				200,000		
Preliminary Engineering	100,000			100,000			
Construction Engineering	50,000						50,000
Design Engineering	350,000					350,000	
Construction Costs	4,950,000						4,950,000
TOTAL COSTS	\$5,650,000			\$100,000	\$200,000	\$350,000	\$5,000,000

REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Grants	4,150,000						4,150,000
Stormwater Connection/Reserves	50,000						50,000
Street Funds	45,000				45,000		
Developer/Impact Fees/SEPA	900,000					300,000	600,000
Real Estate Excise Tax II	205,000				155,000	50,000	
Grant Matching Funds	300,000			100,000			200,000
TOTAL SOURCES	\$5,650,000			\$100,000	\$200,000	\$350,000	\$5,000,000

NON CAPITAL OPERATING COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Salaries, Benefits and Maint.	30,000				10,000	10,000	10,000
TOTAL OPERATING	30,000				10,000	10,000	10,000





Capital Improvement Program 2011 - 2016

Project for the **Street** **Department** **# T8**

PROJECT TITLE **Pacific Street Neighborhood Improvements**

DESCRIPTION

Widen and pave existing gravel roads. Install storm drainage improvements.

BACKGROUND

Gravel roads require a higher level of maintenance and generate more citizen complaints than paved streets.

COMMENTS

There are outstanding obligations from some past development that may affect the project limits or schedule. Various infrastructure improvements are needed in this area as well.

CAPITAL PROJECT COSTS

Design Engineering

Construction Costs

TOTAL COSTS

Total \$ Requested	2011	2012	2013	2014	2015	2016
70,000				70,000		
450,000					450,000	
520,000				\$70,000	\$450,000	

REQUESTED FUNDING

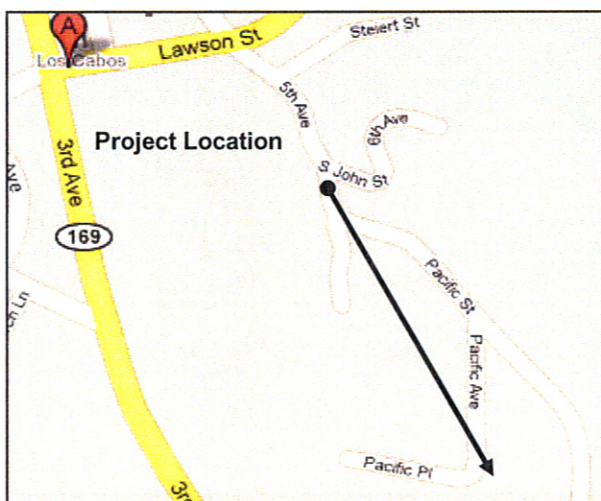
Water Connection/Reserves

Developer/Impact Fees/SEPA

Real Estate Excise Tax II

TOTAL SOURCES

Total \$ Project	2011	2012	2013	2014	2015	2016
25,000					25,000	
395,000					395,000	
100,000				70,000	30,000	
\$520,000				\$70,000	\$450,000	





Capital Improvement Program 2011 - 2016

Project for the **Street** **Department** **# T9**

PROJECT TITLE **Intersection Improvements in Morganville**

DESCRIPTION Design roadway intersections , determine right-of-way needs.

BACKGROUND There is inadequate right-of-way and the corners are too sharp at the intersections in this neighborhood. The trucks and long wheel base vehicles cut the corner and cause damage to the roadway and occasionally damage private property.

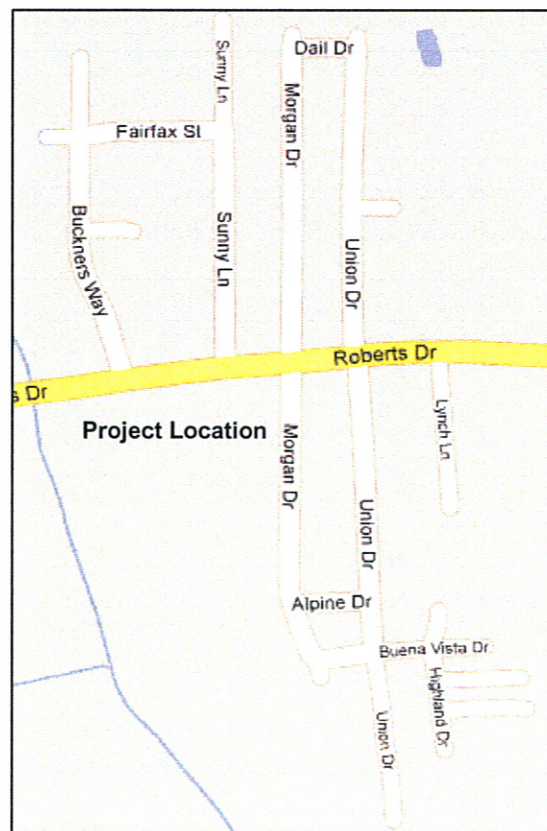
COMMENTS Preliminary efforts include design and acquiring the right-of-way with construction in 2014.

CAPITAL PROJECT COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Land/Right of Way	20,000			20,000			
Design Engineering	20,000			20,000			
Construction Costs	60,000				60,000		
TOTAL COSTS	\$100,000			\$40,000	\$60,000		

REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Real Estate Excise Tax II	100,000			40,000	60,000		
TOTAL SOURCES	\$100,000			\$40,000	\$60,000		





Capital Improvement Program 2011 - 2016

Project for the Street Department # T10

PROJECT TITLE Grant Matching Fund

DESCRIPTION

This project is used to accumulate funds for a match for State (TIB) Grants for large projects now scheduled for 2017 and later.

COMMENTS

For example, the West side of Lake Sawyer patch and overlay may cost between \$1,000,000 and \$1,500,000. Without grant matching funds, this project would be extremely difficult to fund.

CAPITAL PROJECT COSTS	Total \$ Requested	2011	2012	2013	2014	2015	2016
Funding to Match Grants	270,000	40,000	40,000	40,000	50,000	50,000	50,000
TOTAL COSTS	\$270,000	\$40,000	\$40,000	\$40,000	\$50,000	\$50,000	\$50,000

REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Real Estate Excise Tax II	270,000	40,000	40,000	40,000	50,000	50,000	50,000
TOTAL SOURCES	\$270,000	\$40,000	\$40,000	\$40,000	\$50,000	\$50,000	\$50,000

What is a matching grant?

A matching grant is a contingent grant awarded only if the receiving entity is able to put up (or independently raise) a sum equal to the amount provided by the granting entity.



Capital Improvement Program 2011 - 2016

Project for the **Street** **Department** **# T11**

PROJECT TITLE **SR 169 Gateway Corridor Improvement**

DESCRIPTION

Widen the roadway from Ravensdale to north City limits (3,800 ft) to allow for a two way left hand turn lane. Add sidewalks, streetlights, and either curb and gutter with a storm treatment pond or Low Impact Development storm treatment swales with water gardens.

BACKGROUND

This project would greatly enhance the north entrance into Black Diamond and provide a better flow of traffic through the north commercial area.

COMMENTS

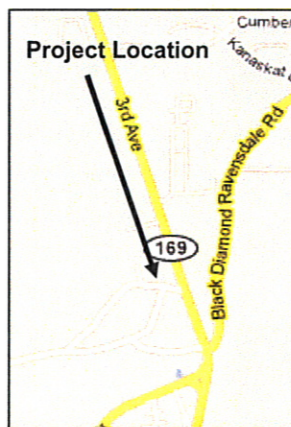
This project may rate well for grant funding. Other development along the corridor may be able to contribute the matching funds.

CAPITAL PROJECT COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Land/Right of Way	100,000				100,000		
Preliminary Engineering	100,000				100,000		
Construction Engineering	450,000						450,000
Design Engineering	300,000					300,000	
Construction Costs	4,750,000						4,750,000
TOTAL COSTS	5,700,000				\$200,000	\$300,000	\$5,200,000

REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Grants	2,500,000						2,500,000
Funding partners	3,200,000				200,000	300,000	2,700,000
TOTAL SOURCES	5,700,000				\$200,000	\$300,000	\$5,200,000





Capital Improvement Program 2011 - 2016

Project for the **Street** **Department** **# T12**

PROJECT TITLE Roberts Drive/State Rt 169 Roundabout

DESCRIPTION

This project is to change the intersection control from stop control to a roundabout and accommodate a future road connection to the east for the Lawson Hills Master Planned Development.

BACKGROUND

The existing intersection has a higher accident rate than the average along the corridor. Roberts Drive intersects SR 169 at an unconventional angle which makes it difficult for eastbound motorists to turn right and especially difficult to turn left; This intersection has been identified as one of the first traffic mitigation projects that is required in the Master Planned Development FEIS.

COMMENTS

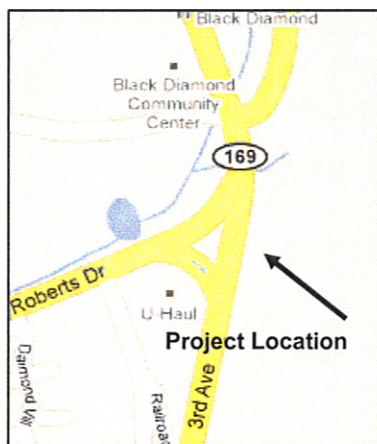
The Master Planned Developer will be making an investment in this intersection to address Level of Service issues. The City would like to size the roundabout for the buildout solution for this corridor. There may be grant funding available for a major intersection on a regional facility.

CAPITAL PROJECT COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Land/Right of Way	400,000			400,000			
Building Improvements							
Preliminary Engineering	50,000			50,000			
Construction Engineering	160,000					160,000	
Design Engineering	120,000				120,000		
Construction Costs	1,400,000					1,400,000	
Project Administration	100,000				100,000		
TOTAL COSTS	2,230,000			\$450,000	\$220,000	\$1,560,000	

REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Grants	1,160,000					1,160,000	
Developer/Impact Fees/SEPA	1,070,000			450,000	220,000	400,000	
TOTAL SOURCES	2,230,000			\$450,000	\$220,000	\$1,560,000	



Water Projects



Water Department

Capital Improvement Program 2011 - 2016

Funding Summary by Project

Project Name	Total \$ Requested	2011	2012	2013	2014	2015	2016
W1 Springs Transmission Main Replacement Phase 1	800,000					800,000	
W2 Springs & River Crossing Rehab. Project	1,780,000	140,000	1,640,000				
W3 Meter Replacement Program	200,000	100,000	100,000				
W4 Fire Flow Loop to N. Commerical Area	800,000				800,000		
W5 Public Works Facilities Design/Eng	30,000	10,000	20,000				
TOTAL EXPENDITURES	3,610,000	250,000	1,760,000		800,000	800,000	

Funding Sources

	Total \$ Project	2011	2012	2013	2014	2015	2016
Water System and Facilities Funding Agreement (WSFFA)							
W1 Springs Transmission Main Replacement Phase 1	800,000					800,000	
W2 Springs & River Crossing Rehab. Project	1,280,000	140,000	1,140,000				
Total WSFFA Funds	2,080,000	140,000	1,140,000			800,000	
Water Connection Fees and Reserves							
W5 Public Works Facilities Design/Eng	7,500	2,500	5,000				
Total Water Connection Fees	7,500	2,500	5,000				
Wastewater Connection Fees and Reserves							
W5 Public Works Facilities Design/Eng	7,500	2,500	5,000				
Total Wastewater Connection Fees	7,500	2,500	5,000				
Stormwater Connection Fees and Reserves							
W5 Public Works Facilities Design/Eng	7,500	2,500	5,000				
Total Wastewater Connection Fees	7,500	2,500	5,000				
Street Fund Funding							
W5 Public Works Facilities Design/Eng	7,500	2,500	5,000				
Total Street Fund Funding	7,500	2,500	5,000				
Grant Funding							
W2 Springs & River Crossing Rehab. Project	500,000		500,000				
Total Grant Funding	500,000		500,000				
Developer Funding							
W4 Fire Flow Loop to N. Commerical Area	800,000				800,000		
Total Developer Funding	800,000				800,000		
Interfund Loan							
W3 Meter Replacement Program	200,000	100,000	100,000				
Total Developer Funding	200,000	100,000	100,000				
Total Water Projects	3,610,000	250,000	1,760,000		800,000	800,000	



Capital Improvement Program 2011 - 2016

Project for the Water Department # W1

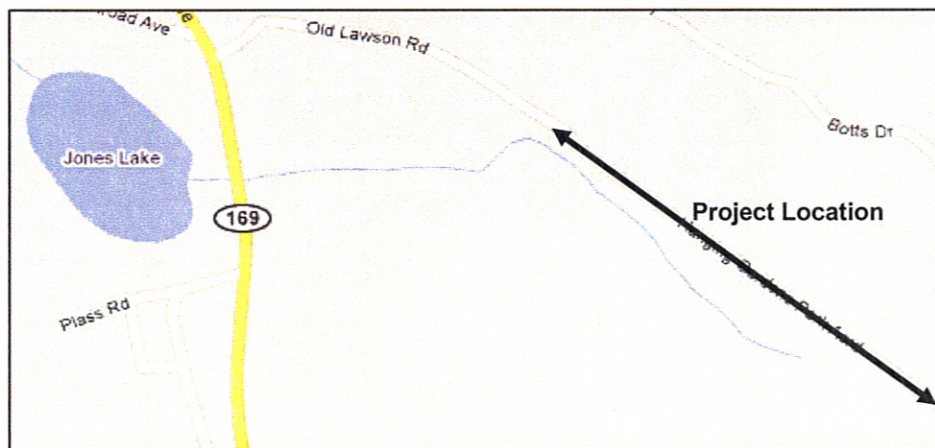
PROJECT TITLE Springs Transmission Main Replacement Phase 1

DESCRIPTION Replace 9100 feet of 8 inch asbestos concrete (AC) with 12 inch ductile iron (DI) from the North Bank Pump Station to tie in to the existing 12" Spring Supply Main.

BACKGROUND This is a capacity and system reliability project funded by the Water Supply Facilities Funding Agreement.

CAPITAL PROJECT COSTS	Total \$ Requested	2011	2012	2013	2014	2015	2016
Construction Costs	800,000					800,000	
TOTAL COSTS	\$800,000					\$800,000	

REQUESTED FUNDING	Total \$ Project	2011	2012	2013	2014	2015	2016
Water Syst & Fac. Funding Agrmt.	800,000					800,000	
TOTAL SOURCES	\$800,000					\$800,000	





Capital Improvement Program 2011 - 2016

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

PROJECT TITLE **Springs & River Crossing Rehab. Project**

DESCRIPTION

Improvements to the springs and the points of collection. Replacement of 1,300 lineal ft. of piping from the springs across the Green River to the North Bank Pump Station.

BACKGROUND

Repair and or replace the power generating facility. Capital grant is for a hydrolic pump.

CAPITAL PROJECT COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Construction Engineering	100,000		100,000				
Design Engineering	140,000	140,000					
Construction Costs	1,040,000		1,040,000				
Capital Outlay	500,000		500,000				
TOTAL COSTS	\$1,780,000	\$140,000	\$1,640,000				

REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Grants	500,000		500,000				
Water Syst & Fac. Funding Agrmt.	1,280,000	140,000	1,140,000				
TOTAL SOURCES	\$1,780,000	\$140,000	\$1,640,000				





Capital Improvement Program 2011 - 2016

Project for the **Water** **Department** **# W3**

PROJECT TITLE **Meter Replacement Program**

DESCRIPTION

Replace approximately 300 meters per year at \$230 per meter. This includes radio read, software, training and appurtenance.

BACKGROUND

The bulk of the meters are about 15 years old and are only guaranteed for 10 years. As meters age they run slower which means lost revenue. City staff will install the new meters.

COMMENTS

This meter replacement program is under contract at 200 meters per year. The second year is when the City is planning to transition to radio read. Some additional funds above the contract level have been allocated for meter box replacement.

CAPITAL PROJECT COSTS

Construction Costs

TOTAL COSTS

Total \$ Requested	2011	2012	2013	2014	2015	2016
200,000	100,000	100,000				
\$255,000	\$100,000	\$100,000				

REQUESTED FUNDING

Interfund Loan

TOTAL SOURCES

Total \$ Project	2011	2012	2013	2014	2015	2016
200,000	100,000	100,000				
200,000	\$100,000	\$100,000				

NON CAPITAL OPERATING COSTS

Salaries and Benefits

Debt for Interfund loan

TOTAL OPERATING

Total \$ Requested	2011	2012	2013	2014	2015	2016
200,000	40,000	40,000	40,000	40,000	40,000	
200,000	40,000	40,000	40,000	40,000	40,000	



Capital Improvement Program 2011 - 2016

Project for the **Water** **Department** **# W4**

PROJECT TITLE **Fire Flow Loop to N. Commerical Area**

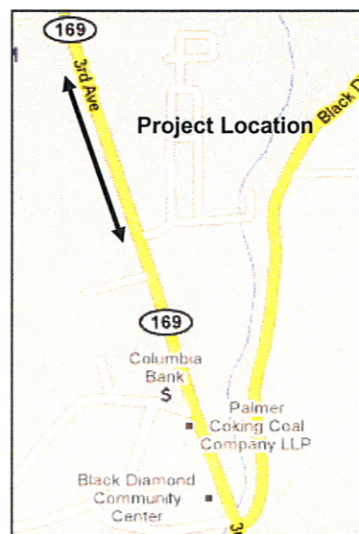
DESCRIPTION Replace 600 ft. of 6 inch asbestos concrete with 12 inch ductile iron water main. Replace 1200 ft. of 8 inch asbestos concrete with 12 inch ductile iron in 3rd Street north of Roberts Drive. Link the east and west 169 water mains at approximately the Cedarbrook Mobile Home Park.

BACKGROUND This project is needed to replace asbestos concrete pipe, address flow velocities that exceed 10 ft. per second, strengthen the water line dual feed to the north commercial area.

COMMENTS There are several alternatives to provide looped water lines and meet fire flow to the existing customers on the north end of the city system. This project does not describe what is needed to provide fire flow and redundant service to the north triangle but rather is the minimum to provide a looped system for the north part of the city system. Developer improvements may implement a portion of this project or make parts of the project a lower priority.

CAPITAL PROJECT COSTS	Total \$ Requested	2011	2012	2013	2014	2015	2016
Construction Costs	800,000				800,000		
TOTAL COSTS	\$800,000				\$800,000		

REQUESTED FUNDING	Total \$ Project	2011	2012	2013	2014	2015	2016
Developer Funded	800,000				800,000		
TOTAL SOURCES	\$800,000				\$800,000		



Wastewater Projects



Wastewater Department

Capital Improvement Program 2011 - 2016

Expenditure Summary by Project

Project Name	Total \$ Requested	2011	2012	2013	2014	2015	2016
S1 Infiltration and Inflow Reduction Program	1,750,000	100,000	150,000	250,000	250,000	500,000	500,000
S2 Replace Old Lawson Lift Station	50,000	50,000					
S3 Cedarbrook Sewer Main	90,000						90,000
S4 West Black Diamond Wastewater Lift Station	400,000				50,000	250,000	100,000
S5 Morganville Wastewater Lift Station Improvement	110,000	30,000	80,000				
S6 Morganville Force Main Reroute	1,000,000					20,000	980,000
S7 South Black Diamond Wastewater Trunk Extension	0						
TOTAL EXPENDITURES	3,400,000	180,000	230,000	250,000	300,000	770,000	1,670,000

Funding Sources

	Total \$ Project	2011	2012	2013	2014	2015	2016
Wastewater Utility Funding							
S1 Infiltration and Inflow Reduction Program	300,000		50,000	50,000	50,000	75,000	75,000
Total Wastewater Utility Funding	300,000		50,000	50,000	50,000	75,000	75,000
Wastewater Reserves, New Customers & Conn. Fees							
S1 Infiltration and Inflow Reduction Program	1,450,000	100,000	100,000	200,000	200,000	425,000	425,000
S2 Replace Old Lawson Lift Station	50,000	50,000					
S3 Preserving Wastewater Treatment Plant for Future Use	45,000						45,000
S4 West Black Diamond Wastewater Lift Station	400,000				50,000	250,000	100,000
S5 Morganville Wastewater Lift Station Improvement	110,000	30,000	80,000				
S6 Morganville Force Main Reroute	1,000,000					20,000	980,000
Total Wstewtr Reserves/New Cust & Conn.Fees	3,055,000	150,000	100,000	200,000	250,000	675,000	1,550,000
Stormwater Reserves/New Customers							
S3 Cedarbrook Sewer Main	45,000						45,000
	45,000						45,000
Total Wastewater Projects	3,400,000	150,000	150,000	250,000	300,000	750,000	1,670,000

NON CAPITAL OPERATING COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Maintenance Costs Infiltration and Inflow	120,000	20,000	20,000	20,000	20,000	20,000	20,000
TOTAL NON CAPITAL OPERATING	\$120,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000



Capital Improvement Program 2011 - 2016

Project for the

Wastewater Department

S1

PROJECT TITLE

Infiltration and Inflow Reduction Program

DESCRIPTION

TV inspections, smoke testing, flow monitoring, new ordinance and policy review, and then pipe rehabilitation, sealing, private line replacement assistance program, some manhole rehabilitation, sewer line replacement as needed, monitor effectiveness.

BACKGROUND

The City needs to reduce the infiltration and inflow to meet contract requirements and Department of Ecology requirements. The City also desires to preserve and recapture capacity in the wastewater system by reducing and controlling peak flows that come primarily from storm and ground water getting into the system.

COMMENTS

The City's draft comprehensive plan recommends significantly increasing the funding of dealing with this issue.

CAPITAL PROJECT COSTS

Design Engineering

Construction Costs

TOTAL COSTS

Total \$ Requested	2011	2012	2013	2014	2015	2016
100,000	100,000					
1,650,000		150,000	250,000	250,000	500,000	500,000
\$1,750,000	\$100,000	\$150,000	\$250,000	\$250,000	\$500,000	\$500,000

REQUESTED FUNDING

Wastewater Utility Fund

Wstwr Reserves/New Customer Fees

TOTAL SOURCES

Total \$ Project	2011	2012	2013	2014	2015	2016
300,000		50,000	50,000	50,000	75,000	75,000
1,450,000	100,000	100,000	200,000	200,000	425,000	425,000
\$1,750,000	\$100,000	\$150,000	\$250,000	\$250,000	\$500,000	\$500,000

NON CAPITAL OPERATING COSTS

Salaries, Benefits, Maintenance

Debt Repayment

TOTAL OPERATING

Total \$ Requested	2011	2012	2013	2014	2015	2016
120,000	20,000	20,000	20,000	20,000	20,000	20,000
120,000	20,000	20,000	20,000	20,000	20,000	20,000



Capital Improvement Program 2011 - 2016

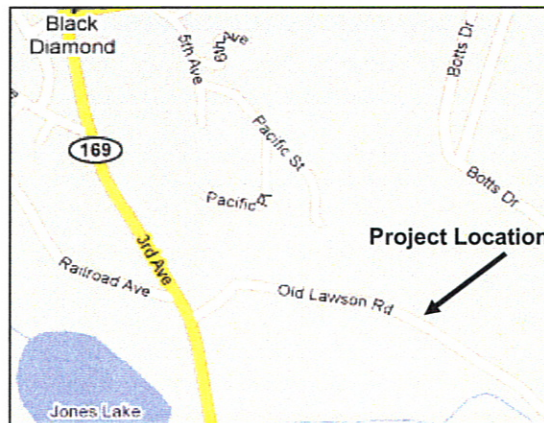
Project for the **Wastewater Department** **# S2**

PROJECT TITLE **Replace Old Lawson Lift Station**

DESCRIPTION Install a larger wet well, replace septic tank effluent pumps with grinder pumps, new control panel, alarms, and telemetry.

BACKGROUND This project is primarily to address a high maintenance and high risk of overflow at this wastewater lift station.

CAPITAL PROJECT COSTS	Total \$ Requested	2011	2012	2013	2014	2015	2016
Construction Engineering	50,000	50,000					
TOTAL COSTS	\$50,000	\$50,000					
REQUESTED FUNDING	Total \$ Project	2011	2012	2013	2014	2015	2016
Wstwr Reserves/New Customer and Connection Fees	50,000	50,000					
TOTAL SOURCES	\$50,000	\$50,000					





Capital Improvement Program 2011 - 2016

Project for the

Wastewater Department

S3

PROJECT TITLE

Cedarbrook Sewer Main

DESCRIPTION

Acquire City easement through the trailer park. Design and construct a new sewer main to serve all of the existing and future City customer in the north east portion of the City.

BACKGROUND

While this project will provide future conveyance capacity for this area of the City it will also correct an informal arrangement of public wastewater being served through a private wastewater system. Redevelopment of the Cedarbrook Mobile Home Park will have the responsibility of bringing this section of sewer up to City standards, providing easements and dedicating public sewer through the site. If redevelopment of this site seems unlikely then public funding may be required at some point.

CAPITAL PROJECT COSTS

Land/Right of Way

Design Engineering

TOTAL COSTS

Total \$ Requested	2011	2012	2013	2014	2015	2016
20,000						20,000
70,000						70,000
\$90,000						\$90,000

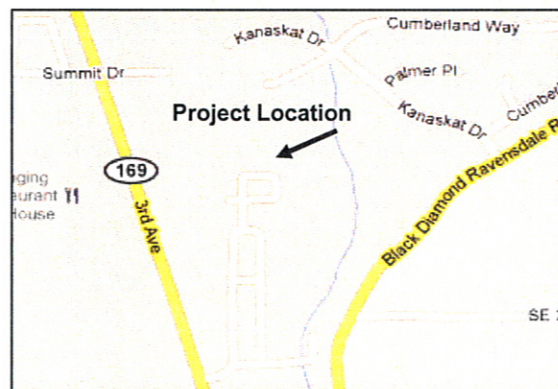
REQUESTED FUNDING

Wastewater Utility Fund

Wstwr Reserves/New Customer Fees

TOTAL SOURCES

Total \$ Project	2011	2012	2013	2014	2015	2016
45,000						45,000
45,000						45,000
\$90,000						\$90,000





Capital Improvement Program 2011 - 2016

Project for the

Wastewater Department

S4

PROJECT TITLE

West Black Diamond Wastewater Lift Station

DESCRIPTION

Design and construct a wastewater lift station for the area west of Rock Creek and south of Soos Creek sewer service area. Phase one is site selection and design. Phase two is wastewater lift station construction and gravity main easement procurement.

BACKGROUND

This project is to prepare for the upcoming growth in the west portion of the City.

COMMENTS

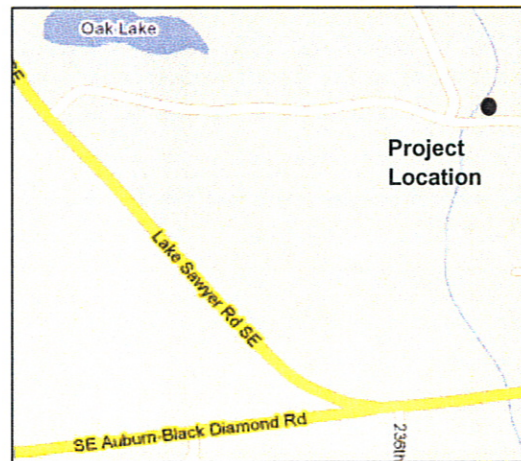
It is currently planned that the Villages Developer will construct an interim sewer pump station and perhaps a second interim sewer pump station as the development grows to the south. The City would like to take a lead role in planning, designing, permitting and constructing this facility for the most efficient location and lowest ultimate cost. Timing will need to be coordinated with the Villages Developer. This CIP only shows the design and right-of-way costs. The total project costs are as shown in the sewer comprehensive plan.

CAPITAL PROJECT COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Land/Right of Way	250,000					250,000	
Preliminary Engineering	50,000				50,000		
Design Engineering	100,000						100,000
TOTAL COSTS	\$400,000				\$50,000	\$250,000	\$100,000

REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Developer Funded	400,000				50,000	250,000	100,000
TOTAL SOURCES	\$400,000				\$50,000	\$250,000	\$100,000





Capital Improvement Program 2011 - 2016

Project for the

Wastewater Department

S5

PROJECT TITLE

Morganville Wastewater Lift Station Improvement

DESCRIPTION

Study the alternatives for the best discharge point of the pump station. Consider relocating out of the street. Reconstruct the sewer lift station, replace pumps and control panel, telemetry.

BACKGROUND

The wastewater lift station will be 18 years old in 2012. As purely a repair and replacement project the funding has shifted to rates.

COMMENTS

Considering the increased need and cost of getting I & I under control, this project has been reduced in scope to the essentials of pump and control replacement. On site back up power generation will be considered at a later date. The rerouting of sewer will be a separate capital project.

CAPITAL PROJECT COSTS

Design Engineering

Construction Costs

TOTAL COSTS

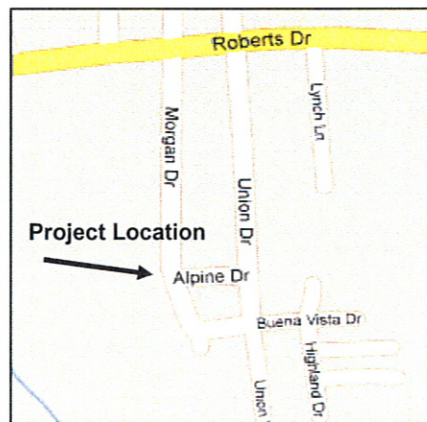
Total \$ Requested	2011	2012	2013	2014	2015	2016
30,000	30,000					
80,000		80,000				
\$110,000	\$30,000	\$80,000				

REQUESTED FUNDING

Wastewater Reserves

TOTAL SOURCES

Total \$ Project	2011	2012	2013	2014	2015	2016
110,000	30,000	80,000				
\$110,000	\$30,000	\$80,000				





Capital Improvement Program 2011 - 2016

Project for the

Wastewater Department

S6

PROJECT TITLE

Morganville Force Main Reroute

DESCRIPTION

Reroute the flows from the Morgan Street Sewer pump station from pumping to the Jones Lake Pump Station to pump to the new King County western storage facility. The new force main will be about 3200 feet from Morgan Street west along Roberts Drive and northwest along Lake Sawyer Road East.

BACKGROUND

This project is necessary to reduce sewer flows to the Black Diamond pump station (Jones Lake Pump station) to provide capacity for infill in the old part of Black Diamond.

COMMENTS

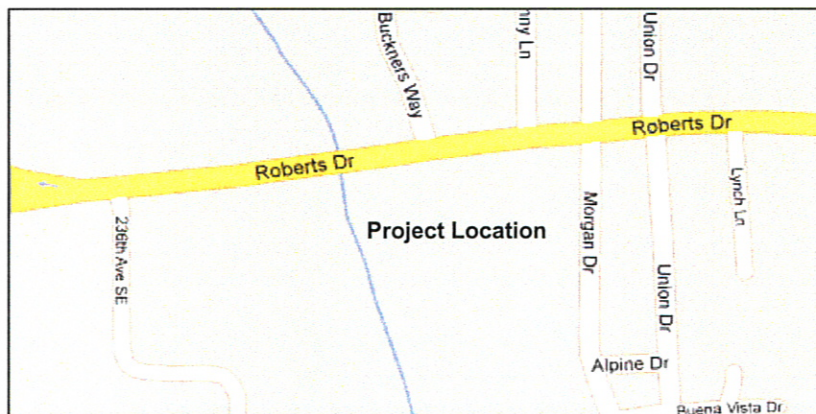
If the Lawson Hills developer needs to temporarily direct new flows to the Black Diamond Pump Station (Jones Lake Pump Station) this project may need to be moved up in priority. The cost of expediting this project will need to be covered by the developer.

CAPITAL PROJECT COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Preliminary Engineering	20,000					20,000	
Design Engineering	80,000						80,000
Construction Costs	900,000						900,000
TOTAL COSTS	\$1,000,000					\$20,000	\$980,000

REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Wstwr Reserves/New Customer Fees	1,000,000					20,000	980,000
TOTAL SOURCES	\$1,000,000					\$20,000	\$980,000





Capital Improvement Program 2011 - 2016

Project for the

Wastewater Department

S7

PROJECT TITLE

South Black Diamond Wastewater Trunk Extension

DESCRIPTION

Purchase easements and design a wastewater main extension from the Metro Pump Station to the west and south.

BACKGROUND

The City needs to plan for wastewater trunk lines that will serve the maximum area to the south and west. This is a good project, but the need is not anticipated for over 10 years. This project needs to be covered in the sewer comprehensive plan.

COMMENTS

This effort is for the planning, right of way and preliminary engineering. The City will extend the sewer mains across the low land where no benefitting properties are served. From that point, developers will be expected to extend the sewer mains as developer extensions. This project will begin sometime after 2016.

CAPITAL PROJECT COSTS

Total \$ Requested	2011	2012	2013	2014	2015	2016
Land/Right of Way						
Building Improvements						
Preliminary Engineering						
Construction Engineering						
Design Engineering						
Construction Costs						
Capital Outlay						
Other (Specify)						
TOTAL COSTS	0					

REQUESTED FUNDING

Total \$ Project	2011	2012	2013	2014	2015	2016
Grants						
Water Connection Fees/Reserves						
Wastewater Utility Fund						
Stormwater Conn Fees/Reserves						
Street Funds						
Wstewtr Con Fees/Res/New Customers						
Real Estate Excise Tax I						
Real Estate Excise Tax II						
Public Works Trust Fund						
Developer Funded						
TOTAL SOURCES	0					

Stormwater Projects



Stormwater Department

Capital Improvement Program 2011 - 2016

Expenditure Summary by Project

Project Name	Total \$ Requested	2011	2012	2013	2014	2015	2016
D1 W.Q. Public Works Yard Improvements	115,000				95,000		20,000
D2 W.Q. Ginder Creek Stormwater Treatment Pond	250,000			50,000	200,000		
D3 M.R. Lake Sawyer Road Culvert and Guardrail	320,000		70,000		250,000		
TOTAL EXPENDITURES	685,000		70,000	50,000	545,000		20,000

Funding Sources

	Total \$ Project	2011	2012	2013	2014	2015	2016
Ecology Grants							
D1 Public Works Yard Improvements	55,000				55,000		
D3 Lake Sawyer Road Culvert and Guardrail	250,000				250,000		
Total Ecology Grants	305,000				305,000		
Water Connection Fees							
D1 Public Works Yard Improvements	12,500				10,000		2,500
Total Water Connection Fees	12,500				10,000		2,500
Wastewater Connection Fees							
D1 Public Works Yard Improvements	12,500				10,000		2,500
Total Wastewater Connection Fees	12,500				10,000		2,500
Stormwater Connection Fees/Reserves							
D1 Public Works Yard Improvements	12,500				10,000		2,500
D2 Ginder Creek Stormwater Treatment Pond	50,000			50,000			
D3 Lake Sawyer Road Culvert and Guardrail	40,000		40,000				
Total Stormwater Connection Fees/Reserves	102,500		40,000	50,000	10,000		2,500
Street Fund Funded							
D1 Public Works Yard Improvements	2,500						2,500
Total Street Fund Funded	2,500						2,500
Real Estate Excise Tax II							
D1 Public Works Yard Improvements	20,000				10,000		10,000
D3 Lake Sawyer Road Culvert and Guardrail	30,000		30,000				
Total Real Estate Excise Tax II	50,000		30,000		10,000		10,000
Developer Funded or Grant							
D2 Ginder Creek Stormwater Treatment Pond	200,000				200,000		
Total Developer or Grant Funded	200,000				200,000		
Total Stormwater Projects	685,000		70,000	50,000	545,000		20,000



Capital Improvement Program 2011 - 2016

Project for the Stormwater Department

D1

PROJECT TITLE Public Works Yard Improvements

DESCRIPTION

Water Quality Project: The City assessed the site conditions with respect to best management practices for stormwater runoff from the shop, equipment and materials handling area in Feb 2010. Some capital improvements are needed to adequately address stormwater runoff issues. As part of the National Pollutant Discharge Elimination System Storm Permit (NPDES) requirement, the City will bring operations in line with best management practices for equipment storage and washdown areas, proper storage of hazardous materials in 2014.

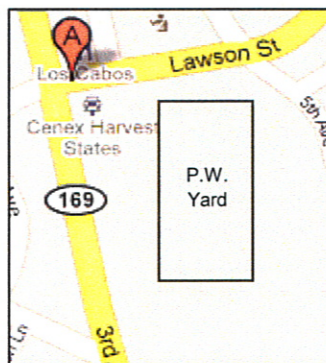
COMMENTS

Early on-site assessment and recommendation is needed to refine the scope of work and seek funding opportunities. This project might rate quite well for a low interest loan from the Public Works Trust Fund.

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Preliminary Engineering	20,000						20,000
Design Engineering	20,000				20,000		
Capital Outlay	75,000				75,000		
TOTAL COSTS	\$115,000				\$95,000		\$20,000

REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Grants (Dept of Ecology)	55,000				55,000		
Water Conn Fees/Res	12,500				10,000		2,500
Wastewater Conn Fees/Res	12,500				10,000		2,500
Stormwater Conn Fees/Res	12,500				10,000		2,500
Street Funds	2,500						2,500
Real Estate Excise Tax II	20,000				10,000		10,000
TOTAL SOURCES	\$115,000				\$95,000		\$20,000





Capital Improvement Program 2011 - 2016

Project for the

Stormwater Department

D2

PROJECT TITLE

Ginder Creek Stormwater Treatment Pond

DESCRIPTION

Water Quality Project: The City has three major untreated stormwater discharges onto City property that then flow directly into Ginder Creek. Some treatment is accomplished by natural flow across the surface before discharge into the creek. The City should look for grant opportunities or private opportunities to upgrade the treatment of the stormwater discharges into Ginder Creek.

BACKGROUND

Stormwater treatment facility: a wetpond and bioswale combined treatment facility to provide maximum phosphorous removal along the abandoned RR Ave north of Park Street. Detention will also be provided.

COMMENTS

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. A joint project with a developer may be possible. The city could offer the land in exchange for the treatment upgrade of the existing discharges.

CAPITAL PROJECT COSTS

Design Engineering

Construction Costs

TOTAL COSTS

Total \$ Requested	2011	2012	2013	2014	2015	2016
50,000			50,000			
200,000				200,000		
\$250,000			\$50,000	\$200,000		

REQUESTED FUNDING

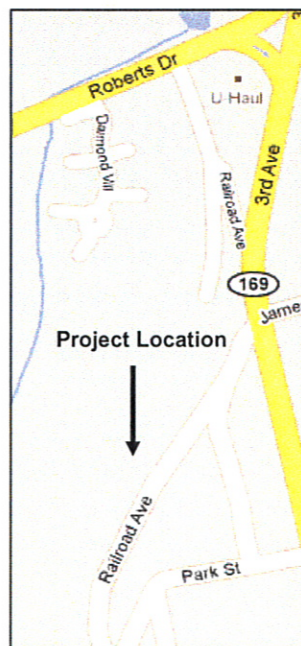
Grants (Dept of Ecology)

Stormwater Connection Fees/Res

Developer project

TOTAL SOURCES

Total \$ Project	2011	2012	2013	2014	2015	2016
200,000				200,000		
50,000			50,000			
				200,000		
\$250,000			\$50,000	\$200,000		





Capital Improvement Program 2011 - 2016

Project for the **Stormwater Department**

D3

PROJECT TITLE **Lake Sawyer Road Culvert and Guardrail**

DESCRIPTION

Maintenance of Roads: Replace twin culverts with a bottomless box culvert and install guard rails to protect vehicles from running into the creek.

BACKGROUND

The twin culverts may impede the upstream migration of salmon. The existing corrugated metal culverts are showing signs of corrosion. The guard rails will protect the environment from errant stray vehicles.

COMMENTS

Grant funding is anticipated and included in the financing for this project. Design and permitting is scheduled for 2012 to assist with attracting grant and private mitigation funds.

CAPITAL PROJECT COSTS

Design Engineering

Total \$ Requested	2011	2012	2013	2014	2015	2016
70,000		70,000				
250,000				250,000		
TOTAL COSTS		\$70,000		\$250,000		

REQUESTED FUNDING

Grants (Dept of Ecology)

Stormwater Connection/Reserves

Real Estate Excise Tax II

TOTAL SOURCES

Total \$ Project	2011	2012	2013	2014	2015	2016
250,000				250,000		
40,000		40,000				
30,000		30,000				
TOTAL SOURCES		\$70,000		\$250,000		





CITY OF BLACK DIAMOND

2010 Schedule 2011 – 2016 Capital Improvement Plan (CIP)

	Process	Internal Due Date	Committee Meetings	Workshops	City Council Meetings
1	CIP Planning Meeting with Mayor/Brenda	March 23			
2	CIP Call letter to affected departments (include goals, rules and timelines)	April 2			
3	Finance prepares operating revenue sources for affected funds such as Street, Sewer, Water, Drainage and General Government	April 9			
4	Departments prepare detailed requests and submit to City Administration and Finance	April 14			
5	Finance prepares Draft Spreadsheet combining revenues and department requests for Internal review with Administration	April 19			
6	Administration and Finance meet departments to review options	April 20 - 23			
7	CIP Committee Meeting for Public Safety (Leih, Bill)		April 29 4:30		
8	CIP Committee Meeting for Finance (Gen Govt) (Kristine, Craig)		April 30 9:00		
9	CIP Committee Meeting for Parks (Craig, William)		April 30 2:30		
10	CIP Committee Meeting for Public Works (Kristine, William)		May 11 3:30		
11	CIP Council Workshop Non Public Works			May 13 Special Mtg 5:00	
12	CIP Council Workshop: Public Works			May 27 Special Mtg 5:00	
13	Public Hearings on proposed 2011 – 2016 CIP				June 3
14	Council adopts 2011 – 2016 CIP				June 17

Regular scheduled Council meeting are in **BOLD**

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 10-690, adopting the 2011 – 2016 Six Year Transportation Improvement Program	Agenda Date: June 17, 2010		AB10-047
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	Asst. City Attorney – Chris Bacha		X
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: Planning for yearly budgets	Court – Stephanie Metcalf		
Fund Source: Various			
Timeline: As per individual project schedules			
Attachments: Resolution No. 10-690, Six Year Transportation Improvement Program			
SUMMARY STATEMENT: <p>The City is required to update its Six Year Transportation Improvement Program (TIP) per RCW 35.77.010 and file the TIP with Washington State Department of Transportation. Updates include some new projects that will add transportation capacity and expected grant funding. This program takes advantage of the quarter of 1% of Real Estate Excise Tax for local street improvements and to provide grant matching.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None.			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 10-690, adopting the Six Year Transportation Improvement Program for 2011 -2016.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
June 17, 2010			

RESOLUTION NO. 10-690

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
APPROVING THE SIX YEAR TRANSPORTATION
IMPROVEMENT PROGRAM FOR 2011 - 2016**

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

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

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

WHEREAS, per RCW 35.77.010, a public hearing must be held on the proposed updates to the Transportation Improvement Plan prior to adoption;

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

Section 1. The City Council does hereby approve the 2011 – 2016 Six Year Transportation Improvement Program, a copy of which is attached as Exhibit “A” and incorporated herein by reference.

ADOPTED THIS 17TH DAY OF JUNE, 2010 AT AN OPEN PUBLIC MEETING OF THE BLACK DIAMOND CITY COUNCIL.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

PROPOSED DRAFT SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
2011 - 2016

Rank	Year	Improvement	From	To	Type of Improvement	Length in Miles	Estimated Cost	Funding
1	2011	Lawson Street & Newcastle Drive Intersection Repair	At Lawson Newcastle intersection	At Lawson/ Newcastle intersection	Repair and overlay existing intersection	0.08	\$ 80,000	REET
2	2012	SE 288th Roundabout on SR 169 at Roberts Drive	224th Ave SE	216th Ave SE	Overlay existing roadway	0.5	\$ 230,000	Transportation Improvement Board Grant
3	2013	Intersection Improvements in Morganville Neighborhood	N/A	N/A	Two lane Roundabout	inter - section	\$ 2,230,000	Private and Grant
4	2013	Roberts Drive Reconstruction	N/A	N/A	Acquire easements and construct new intersection radii.	8 inter-sections	\$ 100,000	Local city funds and REET
5	2013	SR 169 intersection widening at Lawson and Baker Streets	S.R. 169	Rock Creek Bridge	Overlay existing roadway, repair broken panels, widen to standard	1.09	\$ 5,650,000	Grant/ TIB & Developer
6	2013	Lawson Street Sidewalk	City Limits	Baker Street	widen intersections to accommodate turning movements	0.08	\$ 1,550,000	Developer Mitigation
7	2014	Jones lake Road Regrading and Paving	SR 169	S.R. 169	Install new sidewalk; storm drainage not included	0.6	\$ 1,000,000	TIB Grant, local and Developer Mitigation
8	2014	SR 169 Gateway Corridor Improvement	Ravensdale	North city Limits	Regrade and Pave the roadway. Slight widening	0.26	\$ 160,000	REET and Grant
9	2014	Pacific Street Neighborhood Improvements	Robert's Drive	Morgan Street	widen the roadway for a two way left turn lane	0.7	\$ 5,700,000	Private and Grant
10	2015	Robert's Drive sidewalk link to Morgan Street	Library	Morgan Street	Widen and Pave existing gravel roads, install storm drainage improvements	0.2	\$ 520,000	Developer Mitigation, Local Improvement District Grants and Local
11	2015				Install new sidewalk, curb gutter and storm drainage on one side	0.17	\$ 953,000	TIB, local, and or Fed

PROPOSED DRAFT SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
2011 - 2016

12	2016	Lake Sawyer/ Black Diamond Road	307th PL SE	SE 292 ST	Overlay existing roadway	1.2	\$ 225,000	TIB Grant
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TOTAL ALL PROJECTS \$ 18,398,000

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 10-691, authorizing Qwest Reimbursement Agreement for relocation of utilities	Agenda Date: July 17, 2010		AB10-048
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney –Chris Bacha		X
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: \$80,000 revenue to Morgan Street Sidewalk Project	Court – Stephanie Metcalf		
Fund Source: Qwest	Comm. Dev. – Steve Pilcher		
Timeline: with project timing			
Attachments: Resolution No. 10-691, Reimbursement agreement			
<p>SUMMARY STATEMENT:</p> <p>Background</p> <p>The Morgan Street Sidewalk design is complete. During the design process it was noted early on that the Qwest phone and fiber lines and Puget Sound Energy's gas line would need to be relocated for the new city storm drain piping. The City and affected utilities met and determined that the least cost and time delay for all parties would be design the storm system in a non conflict location so that Puget Sound Energy Gas line and Qwest phone lines could remain in their current location.</p> <p>Whereas by franchise the City has the right to locate City facilities as needed, the obligation to relocate conflicting facilities rests with the utilities within the city right-of-way. The utilities agreed to cover the City cost of the additional piping, basins, patching and overlay costs of the street for the right to stay at the current location. The City agreed to cap the above costs at \$80,000. Qwest will be the lead agency and has made arrangements for reimbursement from Puget Sound Energy for their share of the costs.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
<p>RECOMMENDED ACTION: MOTION to adopt Resolution 10-691, authorizing the Mayor to sign an agreement with Qwest for reimbursement of City costs to install the storm drain on Morgan Street in a non-standard location up to \$80,000.</p>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
July 17, 2010			

RESOLUTION NO. 10-691

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING AN AGREEMENT WITH QWEST TO
REIMBURSE THE CITY OF BLACK DIAMOND FOR
ADDITIONAL STORM DRAINAGE COSTS ON THE
MORGAN STREET SIDEWALK PHASE II PROJECT**

WHEREAS, the City during the design of the Morgan Street Sidewalk Project determined that Qwest and PSE own underground facilities that are in conflict with a proposed storm drain line and catch basins; and

WHEREAS, Qwest cannot schedule fiber optic system outages without the coordination and approval of its customers; and

WHEREAS, Qwest must allow certain fiber optic commercial service contract holders six months to schedule outages and Qwest estimates it will take at least six months to relocate their facilities to eliminate the conflicts; and

WHEREAS, the City can avoid potential Project delays and resultant escalation of costs by contracting with Qwest to redesign and install non-standard drainage facilities to avoid Qwest's underground facilities; and

WHEREAS, Qwest desires to pay for the additional construction costs associated with modified drainage facilities that will avoid Qwest relocation costs;

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

Section 1. The Mayor is authorized to execute the attached Agreement with Qwest to reimburse the City of Black Diamond an amount up to \$80,000 for the relocation of storm drainage utilities on the Morgan Street Sidewalk Project as attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF JUNE, 2010.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

Revisions dated May 13th & 17, 2010 by CDB, KD, PLLC in consultation with S. Boettecher, Black Diamond Public Works Director

**AGREEMENT
BETWEEN THE CITY OF BLACK DIAMOND AND QWEST
TO REIMBURSE THE CITY FOR ADDITIONAL STORM DRAINAGE COSTS
ON THE MORGAN STREET SIDEWALK PROJECT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2010, by and between the City of Black Diamond (hereinafter "City") and Qwest Corporation, a Colorado corporation (hereinafter "Qwest"), collectively referred to herein as the "Parties".

WHEREAS, the City proposes to construct the Morgan Street and Roberts Drive sidewalks improvements (hereinafter "Project") based on public need and necessity; and

WHEREAS, Qwest provides telecommunications service in the general area of the Project in accordance with applicable Washington State and City laws and regulations; and

WHEREAS, in connection with the sidewalk improvements being undertaken by the City, Qwest owns underground facilities that are in conflict with a proposed storm drain line and catch basins proposed to be located under the new gutter on the north side of Morgan Street; and

WHEREAS, the Qwest underground facilities include dedicated fiber optic and copper lines used by commercial service contract holders; and

WHEREAS, Qwest cannot schedule fiber optic system outages without the coordination and approval of it's customers; and

WHEREAS, Qwest must allow certain fiber optic commercial service contract holders six months to schedule outages; and

WHEREAS Qwest estimates it will take at least six months to relocate their facilities to eliminate the conflicts; and

WHEREAS, the City can avoid potential Project delays and resultant escalation of costs by contracting with Qwest to redesign and install non-standard drainage facilities to avoid Qwest's underground facilities; and

WHEREAS, Qwest can achieve cost savings and uninterrupted fiber optic service by contracting with the City to redesign and install non-standard drainage facilities to avoid conflicts with Qwest's facilities; and

WHEREAS, placing the storm drain lines in a non standard location in the center of the road will cause multiple pavement cuts across and along the roadway such that an overlay will be required; and

WHEREAS, Qwest desires to pay for the additional construction costs associated with modified drainage facilities that will avoid Qwest relocation costs; and

WHEREAS, the City desires to avoid potential Project delays:

NOW, THEREFORE, in consideration of the mutual benefits to be achieved, and other good and valuable consideration as set forth herein, it is hereby covenanted and agreed by and between the Parties hereto as follows:

I. REDESIGN.

A. Qwest acknowledges that the City's consultant, Gray and Osborne Consulting Engineers, have redesigned the storm system to relocate the storm drainage to a non-standard location, where needed in order to avoid causing Qwest to relocate their facilities for the Project, in accordance with Exhibit A showing the non-standard storm drain location.

B. Qwest has provided information of sufficient detail to identify points of conflict between Qwest's facilities and the Project drainage facilities. When requested, Qwest will timely provide, so as not to delay the City's contractor, such additional information and pothole data that is necessary to describe facility depth, horizontal and vertical dimensions, and composition.

II. COSTS AND PAYMENT.

A. Qwest shall reimburse the City for the City's additional construction costs associated with the non-standard storm drain location all as detailed in Exhibit B, including a full street overlay. The City and Qwest agree that the work and materials set forth in Exhibit B represent the City's best estimate of the additional work and materials for this Project made necessary as a result of altering the existing design to the non-standard storm drainage design. The quantities and costs as outlined in Exhibit B are estimated quantities and costs only and will be not be known until a contract is awarded and the work is completed. Further, Qwest agrees that it is difficult to quantify such additional costs as mobilization and demobilization, traffic control, additional potholing and construction management, and that Qwest will therefore reimburse the City an additional ten percent (10%) of the invoiced construction costs (the "Additional Costs"). Qwest shall only be obligated to pay the actual amount of the construction cost differential between the original storm drainage design under the north gutter and the modified non standard storm drainage design, plus the additional cost of the pavement overlay on Morgan Street. The above estimated numbers are based on recent bid amounts for similar projects. It is acknowledged that actual field conditions and unknown factors may influence the final costs. In the event that the actual amount of the construction cost differential

between the original storm drainage design and the modified non-standard storm drainagedesign, together with the Additional Costs, exceeds \$80,000 the City agrees that it will accept \$80,000 in full satisfaction of Qwest's reimbursement obligations set forth herein.

B. All payments shall be due from Qwest to the City within thirty (30) days after receipt of the City's invoice by Qwest. Amounts unpaid after said due date shall accrue interest at a rate of one (1) percent per month.

III. DURATION.

This agreement shall become effective immediately upon execution by both parties. This Agreement shall continue in force until Qwest makes the payment referenced in Section I(A) above.

IV. OTHER PROVISIONS.

A. All correspondence related to the contract will be directed to the following:

City of Black Diamond
Seth Boettcher
Public Works Director
(360) 886-2560
24301 Roberts Drive
Black Diamond, WA 98010

Qwest Corporation
Jeff Watson
Contract Manager
(253) 372-5358
23315 66th Ave. S.
Kent, WA 98032

B. Governing Law; Jurisdiction and Venue. This Agreement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law provisions. In the event of any litigation hereunder, the Superior Court of King County, Washington shall have the exclusive jurisdiction and venue. The Parties agree to submit to the personal jurisdiction of that court.

C. Legal Relationships. No partnership, joint venture or joint undertaking shall be construed from this Agreement. This Agreement creates no right, interest, duty, obligation, or cause of action in any person or entity not a party to it.

IN CONSIDERATION of the mutual benefit accruing herein, the Parties hereto agree that the work, as set forth herein, will be performed by the City under the terms of this Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF BLACK DIAMOND

QWEST CORPORATION

Rebecca Olness, Mayor

Title

ATTEST:

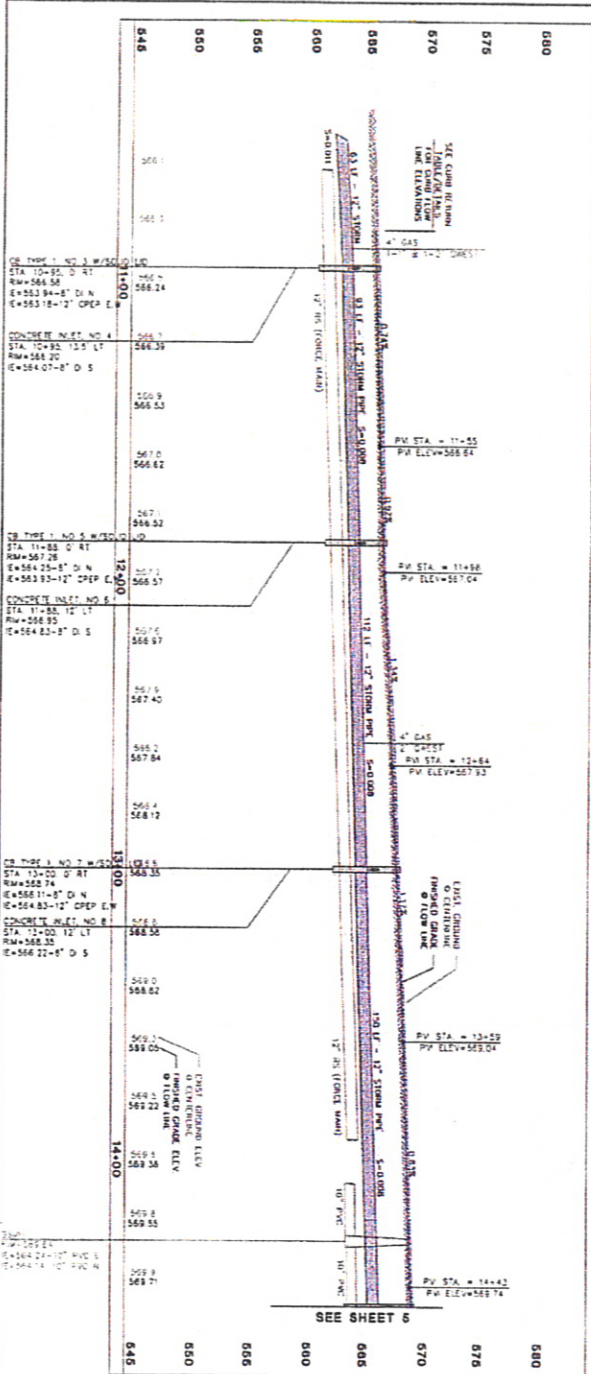
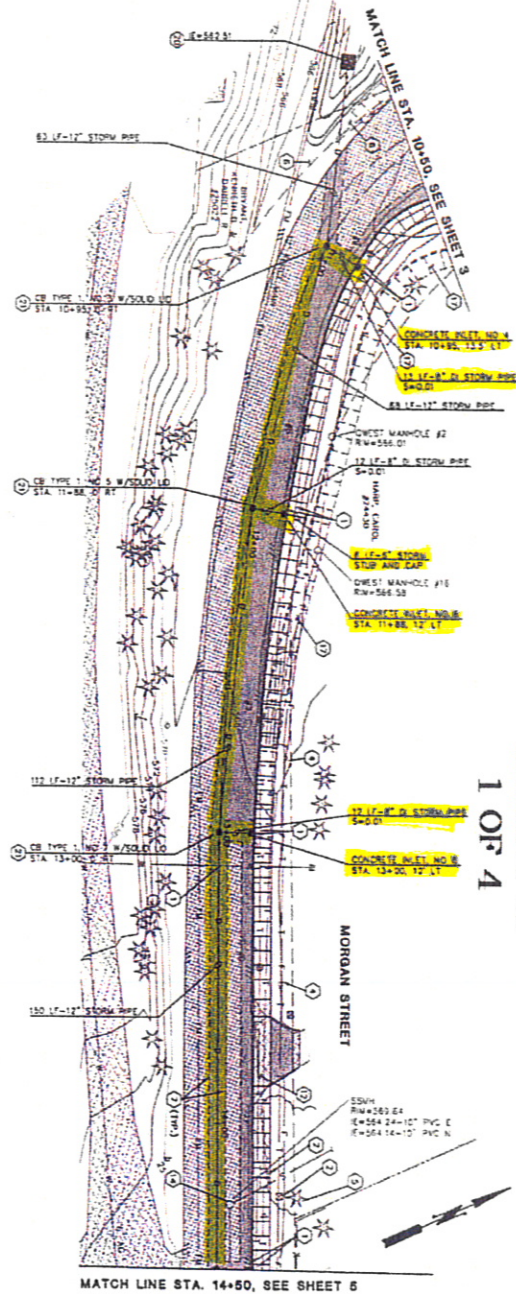
Brenda Martinez, City Clerk

EXHIBIT A-1

Non Standard Storm Drainage Layout and Pavement Overlay

See the Attached Plan and Profile Sheets showing the non-standard storm layout and the pavement overlay limits on Morgan Street. The storm drainage trunk line has been shifted to the center of Morgan Street, from the north curb line, in order to avoid parallel trenching conflicts with existing buried Qwest utilities. Concrete inlets have been substituted for catch basins along the curb line to minimize excavation depth and potential conflict with the existing buried Qwest utilities. Storm laterals from the concrete inlets to the non-standard storm trunk line have been added in order to minimize trenching near the existing buried Qwest utilities. Pavement overlay of Morgan Street is required due to the additional trench patches within the pavement section from the non-standard storm layout. Adjustment of castings to grade and restriping are required due to the pavement overlay.

EXHIBIT A 1 OF 4



CONSTRUCTION NOTES

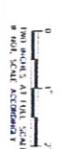
1. CURB, POT HOLE, UTILITY CONFLICT, CONSTRUCTION SHALL BE COMPLETED PRIOR TO THE START OF THE SIDEWALK CONSTRUCTION. SEE SHEET 3 FOR UTILITY LOCATIONS.
2. EXISTING SIDEWALK SHALL BE REPAIRED TO MATCH NEW CONSTRUCTION. SEE SHEET 3 FOR REPAIR LOCATIONS.
3. EXISTING SIDEWALK SHALL BE REPAIRED TO MATCH NEW CONSTRUCTION. SEE SHEET 3 FOR REPAIR LOCATIONS.
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18. EXISTING SIDEWALK SHALL BE REPAIRED TO MATCH NEW CONSTRUCTION. SEE SHEET 3 FOR REPAIR LOCATIONS.
19. EXISTING SIDEWALK SHALL BE REPAIRED TO MATCH NEW CONSTRUCTION. SEE SHEET 3 FOR REPAIR LOCATIONS.
20. EXISTING SIDEWALK SHALL BE REPAIRED TO MATCH NEW CONSTRUCTION. SEE SHEET 3 FOR REPAIR LOCATIONS.

POT HOLE DATA - GAS

NO.	APPROX. LOCATION	DEPTH TO TOP OF GAS
1	10+50	14.0' (11")
2	10+55	14.0' (11")
3	10+60	14.0' (11")

POT HOLE DATA - C&W

NO.	APPROX. LOCATION	DEPTH TO TOP OF C&W
1	10+50	14.0' (11")
2	10+55	14.0' (11")
3	10+60	14.0' (11")



CITY OF BLACK DIAMOND
KING COUNTY
WASHINGTON
MORGAN STREET SIDEWALK PROJECT
(ABRAMS AVENUE TO ROBERTS DRIVE)
PLAN AND PROFILE



NO.	REVISION	DATE (APP)
1	ISSUED FOR PERMIT	05/10/2010
2	FOR CONSTRUCTION	05/10/2010

Gray & Osborne, Inc.
CONSULTING ENGINEERS
701 SEVENTH AVENUE, SUITE 200
SEATTLE, WASHINGTON 98101-3200
DATE: MAY 2010
SCALE: H: 1"=20'
V: 1"=5'
DRAWN: D.R.S.
CHECKED: T.L.G.
APPROVED: T.L.G.

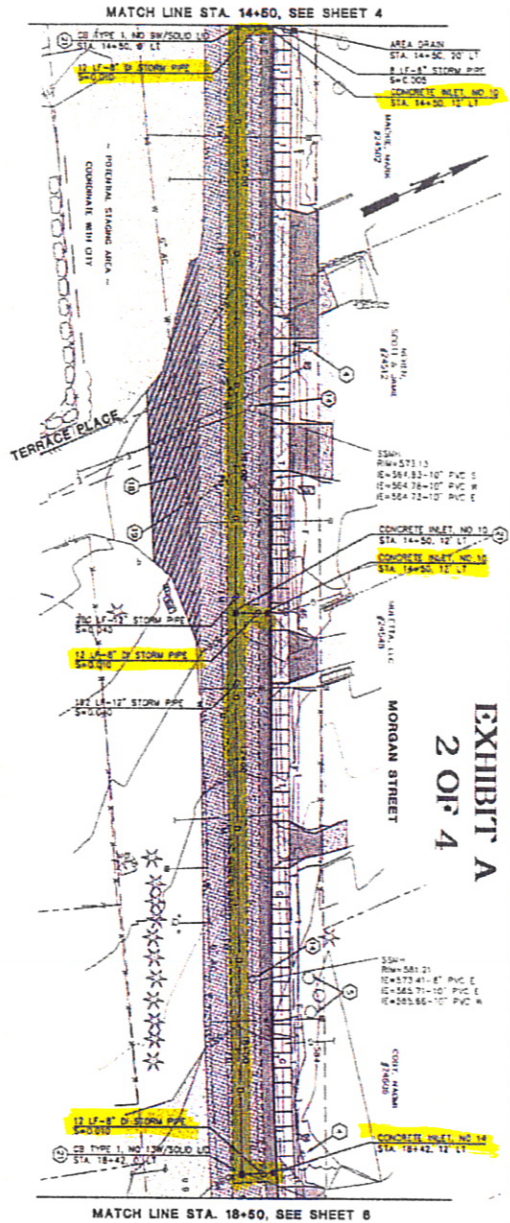


EXHIBIT A
2 OF 4

- [illegible]

POSITION	APPROX. STATION	APPROX. CUT	DEPTH IN TOP OF CURVE
E	14+58	15.0' LT	36"
F	16+49	17.5' LT	30"
G	18+41	14.6' LT	46"

POTHOLE DATA - POWER			
POTHOLE #	APPROX. STATION	APPROX. GRAVEL	DEPTH TO TOP OF UNIFORMITY
5	15+80	2' 9" AT	3'

PROB. P	APPROX. STATION	APPROX. OFFSET	DEPTH TO TOP OF CLAY
0	14+38	13.0' E	29"
6	16+49	17.5' E	30"
7	18+43	14.6' E	27"
2A	18+43	14.0' E	25"
7B	18+43	14.0' E	14"

POTHOLE DATA - GAS

POTHOLE DATA - POWER

POTHOLE DATA - QWEST

TWO WEEKS AT FULL %CA
if not, "STAF ACCORDANCE"

SHEET	5
	OF 24
ADD. INFO	079467



No	REVISION	DATE	APPRO	APPROVED: 1.1.0
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DATE: MAY 2010
SCALE: H: 1"=20' V: 1"=5'
DRAWN: D.R.S.
CHECKED: T.L.S.
APPROVED: T.L.O.



[illegible]

POTHOLE DATA - GAS			
STATION	DATE	TIME	TIME TO 100% OF DENSITY
1	2/2/45	14.5' AT	24"

[illegible]

Unit 6
C 24
Date: 2019.10.10

CITY OF BLACK DIAMOND
KING COUNTY WASHINGTON
MORGAN STREET SIDEWALK PROJECT
(ABRAMS AVENUE TO ROBERTS DRIVE)
PLAN AND PROFILE



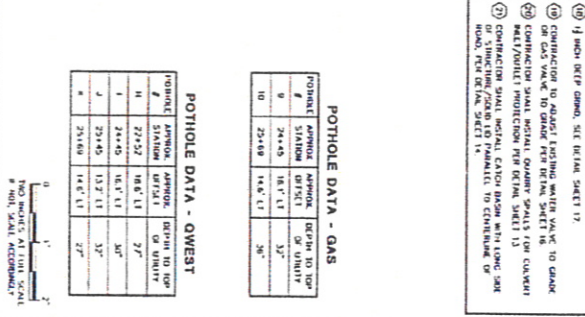
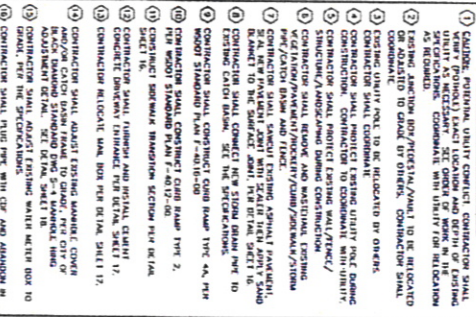
46	REVISED	DATE 1992
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DATE: MAY 2010
SCALE: H. 1"=20'
SCALE: V. 1"=20'
DRAWN: D.R.S.
CHECKED: T.L.S.
APPROVED: T.L.S.



Gray & Osborne, Inc.
CONSULTING ENGINEERS
101 CENTER AVENUE NORTH SUITE 200
SEATTLE, WASHINGTON 98104 (206) 294-0440

SECTION 14 & 15, 17th, NEC



POTHOLE DATA - QWEST			
POTHOLE #	APPROX. STATION	APPROX. DEPTH	DEPT. TO TOP OF CURB
H	22+52	16.6' L1	32"
I	24+45	16.1' L1	36"
J	22+45	13.3' L1	32"
K	25+69	14.6' L1	22"

CONSTRUCTION NOTES

- [illegible]

CITY OF BLACK DIAMOND
KING COUNTY WASHINGTON
MORGAN STREET SIDEWALK PROJECT
(ABRAMS AVENUE TO ROBERTS DRIVE)
PLAN AND PROFILE



DATE: MAY 2010
SCALE: H: 1"=20' V: 1"=5'
DRAWN: D.R.S.
CHECKED: T.L.S.
APPROVED: T.L.C.



EXHIBIT B

ESTIMATED ADDITIONAL CONSTRUCTION COSTS FOR NON-STANDARD STORM CONSTRUCTION AND PAVEMENT OVERLAY – MORGAN STREET SIDEWALK PROJECT

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	HMA Cl. 1/2" PG 58-22 (S.P. 5-04.5)	480	TN	\$76.00	\$ 36,480.00
2	Cold Mix (S.P. 5-04.5)	90	TN	\$76.00	\$ 6,840.00
3	Planing Bituminous Pavement (S.P. 5-04.5)	325	SY	\$4.00	\$ 1,300.00
4	Adjust Catch Basin (5-04.5)	1	EA	\$325.00	\$ 325.00
5	Adjust Manhole (5-04.5)	9	EA	\$400.00	\$ 3,600.00
6	Adjust Water Valve (5-04.5)	5	EA	\$300.00	\$ 1,500.00
7	DI Storm Sewer Pipe, 8 In. Diam. (Incl. Bedding) (S.P. 7-04.5)	90	LF	\$35.00	\$ 3,150.00
8	Concrete Inlet (S.P. 7-05.5)	8	EA	\$800.00	\$ 6,400.00
9	Pavement Removal (Removal of Structures and Obstructions)	705	SY	\$4.00	\$ 2,820.00
10	Crushed Surfacing Top Course (S.P. 4-04.5)	200	TN	\$22.00	\$ 4,400.00
11	Paint Line (S.P. 8-22.5)	1,730	LF	\$1.00	\$ 1,730.00
12	Paint Line w/ RPM's (S.P. 8-22.5)	1,730	LF	\$1.20	\$ 2,076.00
13	Plastic Crosswalk Line (8-22.5)	80	SF	\$3.50	\$ 280.00
Subtotal					\$ 70,901.00
Estimated additional Mob/demob, traffic control, potholing, and CM due to centerline trench and overlay = 10%					\$ 7,090.10
Total Additional Cost					\$ 77,991.10

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Ordinance 10-942, reinstating Chapter 18.14 to the Black Diamond Municipal Code, concerning vesting of project permit applications	Agenda Date: June 17, 2010		AB10-049
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –Brenda Martinez		
	City Attorney – Mike Kenyon		X
	City Clerk – Brenda Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Comm. Devel. – Steve Pilcher		X
Cost Impact: N/A	Natural Resources/Parks – Aaron Nix		
Fund Source: N/A			
Attachments: Ordinance 10-942, re-adopting Chapter 18.14; Ordinance 08-892			
SUMMARY STATEMENT: <p>On February 26, 2009, the City Council adopted Ordinance 08-892, which established Chapter 18.14 of the Zoning Code. This chapter addressed the issue of “vesting” development applications. Unfortunately, this chapter was inadvertently removed from the Code when the new Zoning Code was subsequently adopted in June 2009. This ordinance will re-establish Chapter 18.14.</p> <p>The vesting chapter establishes clear guidelines concerning when project permit applications are to be considered vested (and thus secured the right to be reviewed under the development regulations and standards in effect at that time) and also provides for a time frame “closing out” applications that have become inactive. The ordinance also provides the ability to expire initial land use and other approvals if no further permitting activity has occurred after a period of two (2) years. Opportunities for extensions of time are also provided.</p> <p>This will be an important tool for dealing with both existing and future applications, ensuring applications are treated fairly and equitably.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: Adopt Ordinance 10-942, re-establishing Chapter 18.14 of the Black Diamond Municipal Code, to address the vesting of project permit applications.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
July 17, 2010			

ORDINANCE NO. 10-942

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF BLACK DIAMOND, KING COUNTY, WASHINGTON,
RELATING TO VESTING OF PROJECT PERMIT
APPLICATIONS AND EXPIRATION OF PROJECT
PERMITS AND ADDING A NEW CHAPTER 18.14 TO THE
BLACK DIAMOND MUNICIPAL CODE**

WHEREAS, the purpose of the vested rights doctrine is to provide a measure of certainty to City regulators and developers; and

WHEREAS, although vesting of some land use development and building permit rights is regulated under state statutes, the law leaves certain aspects of vesting regulation to local judgment; and

WHEREAS, it is in the best interests of the entire community to adopt a local ordinance governing vested rights policy, thereby providing a measure of clarity and certainty to City staff, developers and property owners; and

WHEREAS, providing clarity and certainty to both developers and the community affected by development requires that at some point after an application has been filed but not pursued by the applicant, the application should be closed.

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

Section 1. Title 18 of the Black Diamond Municipal Code is hereby amended by the addition of a new Chapter 18.14 titled “Vesting,” which shall contain the following Sections:

18.14.010 Definitions

18.14.020 Period for review of permit applications—Lapsing of applications

18.14.030 Vesting of project permits

18.14.040 Amendments to permit—Effect on vesting.

18.14.050 Duration of approvals—Effect of permit expiration

18.14.060 Suspension or revocation of permit—Effect on vesting

18.14.070 Lapsing of existing project approvals—Notice required

Section 2. The Black Diamond Municipal Code is hereby amended by the addition of

a new section 18.14.010 to read as follows:

18.14.010 Definitions

For purposes of this Chapter, the following definitions shall apply:

A. “Complete project permit application” means a project permit application that meets the procedural submission requirements required for such a permit by the Black Diamond Municipal Code and the city’s administrative regulations, and includes payment of all applicable fees and provision of all information needed under the city’s municipal code and administrative regulations to make an application sufficient for continued processing.

B. “Lapse” means that any rights or potential rights created by the filing of any project permit application, whether the application is complete or incomplete, shall cease, and the application shall be deemed void.

C. “Project action” means a specific activity, located in a defined geographic area, relating to construction or development of such area.

D. “Project permit” means any land use or environmental permit or license required from the City for a project action, including but not limited to building permits, subdivisions, binding site plans, planned unit developments, conditional uses, shoreline substantial development permits, site plan review, permits or approvals required by sensitive area or critical area ordinances, master planned developments, and site-specific rezones authorized by a comprehensive plan or subarea plan, but excluding the adoption or amendment of a comprehensive plan, subarea plan, master planned development regulations or other development regulations.

E. “Vesting” means the establishment of a date that is used to determine which zoning and other land use control ordinances will apply to the review by the City of a complete project permit application.

Section 3. The Black Diamond Municipal Code is hereby amended by the addition of a new section 18.14.020 to read as follows:

18.14.020 Period for review of permit applications—Lapsing of applications

A. (1) *Timeframe for initial review.* Within twenty-eight (28) days of receipt of any type of project permit application, the City shall mail or provide in person to the applicant a written determination stating either (a) that the application is complete, or (b) that the application is incomplete, and stating what is necessary to make the application complete. To the extent known to the city, the city shall identify other agencies of local, state, or federal government that may have jurisdiction over some aspect of the application. (2) *Timeframe for review after additional information provided to city.* Within fourteen (14) days after the applicant has submitted additional information requested by the city as necessary for a complete application, the city shall notify the applicant whether the application is complete or what additional information is necessary. (3) *Timeframe for review of a complete application.* Once an application is deemed complete, the review process should take no longer than one hundred twenty (120) days to issue a determination or take other action unless the city issues written findings that a specified amount of additional time is needed to process specific complete project permit applications or project types.

B. In order to remain valid, project permit applications must be complete and all applicable fees paid within one hundred eighty (180) days of filing. Project permit applications failing to satisfy these requirements are void. However, in the case of construction permits issued in accordance with the International Building Code, the building official is authorized to grant one or more extensions for additional periods of no more than ninety (90) days each, but only where such extensions are requested in writing and justifiable cause is shown. The 180 days shall be tolled during any period in which the permit application is the subject of an appeal that has been properly and timely filed pursuant to the Black Diamond Municipal Code.

C. Except as prohibited by law, any of the terms and conditions of this section may in writing be waived or amended for a specific permit application for good cause shown, as determined in the sole discretion of the City.

Section 4. The Black Diamond Municipal Code is hereby amended by the addition of a new section 18.14.030 to read as follows:

18.14.030 Vesting of project permits

A. All project permit applications shall be considered under the zoning

and other land use control ordinances in effect on the date a complete application for such permit is filed.

B. Vesting of a complete project permit application does not vest any subsequently required permits, nor does it affect the requirements for vesting of subsequent permits or approvals, provided: (1) a complete application for a subdivision or short subdivision shall be vested pursuant to the terms of RCW 58.17.033, as currently enacted or hereafter amended; (2) the specific use and density identified in an approved final subdivision shall be vested for the period of time allowed under RCW 58.17.170, as currently enacted or hereafter amended; (3) short subdivisions shall be vested for the specific use and density identified in the approved final short subdivision for a period of five years from the date of final plat approval; (4) vesting of subsequent permits and approvals as part of a master planned development shall be governed by this chapter unless expressly amended by the terms of a development agreement executed pursuant to BDMC Chapter 18.98.

C. A complete application for a grading or filling permit vests only to the grading and filling on the property and does not vest any subsequent development or construction activities, including but not limited to water, sewer, storm water, plumbing, electrical, or other mechanical work. However, a project shall vest as to storm water management regulations if a complete storm water drainage permit application is submitted concurrently. Pursuant to BDMC 18.98, vesting of storm water permits for a Master Planned Development shall be on a phase-by-phase basis, unless otherwise provided by the terms of the approved Master Planned Development agreement.

D. Submittal of pre-application materials does not, by itself, vest a project. However, SEPA checklists and other SEPA submittals may be considered in determining whether the underlying project permit application is complete.

E. Notwithstanding any other provisions of this chapter, the city may amend, alter, or suspend any vested rights created by the filing of a complete permit application and/or preliminary or final plat approval where the city's legislative body finds that a change in conditions creates a serious threat to public health or safety in the permitted area if development were to proceed under the vested rights.

Section 5. The Black Diamond Municipal Code is hereby amended by the addition of a new section 18.14.040 to read as follows:

18.14.040 Amendments to permit—Effect on vesting.

A. *“Minor” amendments.* An applicant may be granted an amendment to any of the conditions or requirements of a permit: (1) upon a showing of changed circumstances and a determination by the mayor, or his or her designee, that (a) the requested amendments constitute “minor” adjustments that can be sufficiently mitigated through new actions that may be required as part of the permit amendment approval, and (b) each of the proposed amended conditions is not otherwise prohibited under the municipal code and would not require additional environmental review under BDMC Title 19, and (2) the proposed amendments would not (a) increase gross building area by more than ten percent, (b) increase the number of dwelling units, (c) increase total impervious surface area, (d) change the number of ingress or egress points, or (e) increase the area of site disturbance by more than ten percent. Modifications to a permit required by the city shall be deemed “minor” amendments.

B. *“Major” amendments.* An applicant shall not be granted an amendment to any condition or requirement of a permit if the mayor, or his or her designee, determines that the proposed amendment constitutes a “major” amendment. Any proposed amendment to the conditions and requirements of a permit that does not meet the requirements of subsection A shall be considered a “major” amendment. Approval to implement a “major” amendment shall require a new permit application to be filed and approved by the City, *provided*, any work or use covered by the existing permit that would be unaffected by the requested “major” amendment shall continue to be vested under the terms of the existing permit.

C. Effect on vesting.

(1) Unless otherwise agreed to in writing by the City, approval of “minor” amendments to permit conditions and requirements shall terminate any vested right to the original permit conditions insofar as those conditions are inconsistent with the approved amendments, and, unless also otherwise agreed, approval does not toll or otherwise change the date upon which the amended permit lapses under this chapter.

(2) Any new permit application filed as part of seeking a “major” amendment to the conditions and requirements of the original permit shall not be vested to any of the conditions of the original permit and shall be subject to the current codes and regulations in effect at the time the complete new application is filed.

D. City’s decision is final. The city’s determination that a requested

amendment is “minor” or “major” shall be final and not subject to appeal.

E. *Amending MPD permits.* Amending of a Master Planned Development approval is controlled by the provisions of BDMC Chapter 18.98, *provided*, amending of subsequent permits and approvals required as part of a master planned development shall be governed by this chapter unless expressly amended by the terms of a development agreement executed pursuant to BDMC Chapter 18.98.

Section 6. The Black Diamond Municipal Code is hereby amended by the addition of a new section 18.14.050 to read as follows:

18.14.050 Duration of approvals—Effect of permit expiration

A. Except where a different duration is established elsewhere in the Black Diamond Municipal Code, or by executed development agreement, administrative ruling or judicial order, or by state or federal law, all project permits shall expire two (2) years after the date of issuance if construction of the project has not been substantially completed; *provided*, an extension of the permit may be granted as allowed under subsection B, and a building permit may become void after 180 days of inactivity, as detailed in subsection D; and *provided further*, permits that authorize an activity or use, rather than construction of a building or structure, shall expire as of the date indicated on the permit.

B. For project permits subject to the two-year duration set forth in subsection A, above, the City may extend the date of permit expiration up to two (2) years for good cause, upon written request by the applicant at least thirty (30) days prior to expiration of the permit. Requests for extensions shall be submitted in writing, together with payment of a fee equal to one-half of the permit application fee in effect at the time the request for extension is filed, and shall set describe good cause necessary for an extension. Good cause shall mean the applicant was unable to substantially complete construction due to circumstances beyond the applicant’s control and not foreseeable at the time of permit issuance, and the applicant demonstrates the ability to complete the project within the extended time period.

C. Unless a project permit has been extended pursuant to subsection B, above, or as otherwise provided by an executed development agreement, any vested rights to particular regulations or conditions of issuance associated with a project permit shall cease upon expiration of the permit, except as RCW 58.17.170 or other applicable law may apply. An individual or entity seeking to replace an expired

permit shall be subject to each fee, regulation, or condition of issuance in effect at the time a new complete permit application is filed and to which no specific exemption applies.

D. Any otherwise valid building permit shall be deemed to have expired and become void if the work authorized by the permit has not been substantially commenced within one hundred eighty (180) days after its issuance, or the work authorized by the permit is suspended or abandoned for a period of one hundred eighty (180) days after the work has commenced.

Section 7. The Black Diamond Municipal Code is hereby amended by the addition of a new section 18.14.060 to read as follows:

18.14.060 Suspension or revocation of permit—Effect on vesting.

A. The Community Development Director, or his or her designee, is authorized to suspend or revoke any project or other permit issued by the city whenever the permit is issued in error or was issued on the basis of materially incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation or any of the provisions of the municipal code.

B. When the suspension or revocation of a permit is based on no fault of the applicant, a replacement permit issued for the same project within one hundred twenty (120) days of the suspension or revocation shall be vested to the regulations and requirements in effect as of the date the original complete application was filed and no additional application fee shall be required, *provided*, the project must still fully comply with the regulations and requirements in effect at the time the original complete application was filed.

Section 8. The Black Diamond Municipal Code is hereby amended by the addition of a new section 18.14.080, to read as follows:

18.14.070 Lapsing of existing approvals—Notice required.

Any project permit issued by the city prior to the enactment of this chapter, if such approval or permit is not already subject to a definite expiration date under the provisions of the city's municipal code, shall hereby lapse and become void on April 1, 2012; *provided*, the city shall take reasonable steps to notify persons who may possess such

approval or permits of this deadline. Reasonable steps may include putting notice on the city's website or mailing written notice to any person whom the city is aware would be affected and for whom the city is able, through reasonable effort, to determine a current mailing address. Extension of such an approval or permit, or issuance of a new approval or permit, shall be subject to the provisions of this chapter.

Section 9. 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 10. 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 17th day of May, 2010.

Passed by the City Council on the 17th day of May, 2010.

Mayor Rebecca Olness

ATTEST:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

Chris Bacha, City Attorney

Published: _____

Effective Date: _____

Ordinance No. 10-942

Page 8 of 8

ORDINANCE NO. 08-892

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF BLACK DIAMOND, KING COUNTY, WASHINGTON,
RELATING TO VESTING OF PROJECT PERMIT
APPLICATIONS AND EXPIRATION OF PROJECT
PERMITS AND ADDING A NEW CHAPTER 18.14 TO THE
BLACK DIAMOND MUNICIPAL CODE**

WHEREAS, the purpose of the vested rights doctrine is to provide a measure of certainty to City regulators and developers and to protect a developer's expectations against fluctuating land use policy; and

WHEREAS, although vesting of some land use development and building permit rights is regulated under state statutes, the law leaves certain aspects of vesting regulation to local judgment, including what shall constitute a completed permit application and, in some cases, how long a permit approval shall be valid; and

WHEREAS, it is in the best interests of the entire community to adopt a local vested rights policy, thereby providing a measure of clarity and certainty to City staff, developers and property owners; and

WHEREAS, providing clarity and certainty to both developers and the community affected by development requires that at some point after an application has been filed but not pursued by the applicant, the application should be closed.

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

Section 1. Title 18 of the Black Diamond Municipal Code is hereby amended by the addition of a new Chapter 18.14 titled "Vesting," which shall contain the following Sections:

18.14.010 Definitions

18.14.020 Period for review of permit applications—Lapsing of applications

18.14.030 Vesting of project permits

18.14.040 Amendments to permit—Effect on vesting.

18.14.050 Waiver of vesting

18.14.060 Duration of approvals—Effect of permit expiration

18.14.070 Suspension or revocation of permit—Effect on vesting

18.14.080 Lapsing of existing project approvals—Notice required

Section 2. The Black Diamond Municipal Code is hereby amended by the addition of a new section 18.14.010 to read as follows:

18.14.010 Definitions

For purposes of this Chapter, the following definitions shall apply:

A. “Complete application” or “complete project permit application” means a permit application that meets the procedural submission requirements required for such a permit by the Black Diamond Municipal Code and the city’s administrative regulations, and includes all information needed under the city’s municipal code and administrative regulations to make an application sufficient for continued processing; in addition, all applicable fees must have been paid.

B. “Lapse” means that any rights or potential rights created by the filing of a project permit application, whether the application is complete or incomplete, shall cease, and the application shall be deemed void.

C. “Project action” means a specific activity, located in a defined geographic area, relating to construction or development of such area.

D. "Project permit" means any land use or environmental permit or license required from the City for a project action, including but not limited to building permits, subdivisions, binding site plans, planned unit developments, conditional uses, shoreline substantial development permits, site plan review, permits or approvals required by sensitive area or critical area ordinances, master planned developments, and site-specific rezones authorized by a comprehensive plan or subarea plan, but excluding the adoption or amendment of a comprehensive plan, subarea plan, master planned development regulations or other development regulations.

E. “Vesting” means the establishment of a date that is used to determine which zoning and other land use control ordinances will apply to the review by the City of a complete project permit application.

Section 3. The Black Diamond Municipal Code is hereby amended by the addition of a new section 18.14.020 to read as follows:

18.14.020 Period for review of permit applications—Lapsing of applications

A. (1) *Timeframe for initial review.* As required by RCW 36.70B.070, as currently enacted or hereafter amended, within twenty-eight (28) days of receipt of any type of project permit application, the City shall mail or provide in person to the applicant a written determination stating either (a) that the application is complete, or (b) that the application is incomplete, and stating what is necessary to make the application complete. To the extent known to the city, the city shall identify other agencies of local, state, or federal government that may have jurisdiction over some aspect of the application. (2) *Timeframe for review after additional information provided to city.* As required by RCW 36.70B.070, as currently enacted or hereafter amended, within fourteen (14) days after the applicant has submitted additional information requested by the city as necessary for a complete application, the city shall notify the applicant whether the application is complete or what additional information is necessary. (3) *Timeframe for review of a complete application.* Once an application is deemed complete, the review process should take no longer than one hundred twenty (120) days to issue a determination or take other action unless the city issues written findings that a specified amount of additional time is needed to process specific complete permit applications or project types, as provided by RCW 36.70B.080, as currently enacted or hereafter amended.

B. Permit applications must be complete and all applicable fees paid within one hundred eighty (180) days of filing or will become void. However, in the case of construction permits issued in accordance with the International Building Code, the building official is authorized to grant one or more extensions for additional periods of no more than ninety (90) days each, but only where such extensions are requested in writing and justifiable cause is shown. The 180 days shall be tolled during any period in which the permit application is the subject of an appeal that has been properly and timely filed pursuant to BDMC chapter 2.30.

C. If, after the filing of a complete permit application, a period of at least one year occurs where the City has not been contacted by the applicant and no final action has been taken by the City to deny or issue said permit, the application shall lapse and become void.

D. Except as prohibited by law, any of the terms and conditions of this section may be waived or amended for a specific permit application for good cause shown by written agreement between the City and the applicant.

Section 4. The Black Diamond Municipal Code is hereby amended by the addition of a new section 18.14.030 to read as follows:

18.14.030 Vesting of project permits

A. All project permit applications shall be considered under the zoning and other land use control ordinances in effect on the date a complete application for such permit is filed.

B. Vesting of a complete project permit application does not vest any subsequently required permits, nor does it affect the requirements for vesting of subsequent permits or approvals, provided: (1) a complete application for a subdivision or short subdivision shall be vested pursuant to the terms of RCW 58.17.033, as currently enacted or hereafter amended; (2) the approved specific use and density identified in an approved final subdivision shall be vested for the period of time allowed under RCW 58.17.170, as currently enacted or hereafter amended; (3) short subdivisions shall be vested for the approved specific use and density identified in the approved final short subdivision for a period of five years from the date of final plat approval; (4) vesting of subsequent permits and approvals as part of a master planned development shall be governed by this chapter unless expressly overridden by the terms of a development agreement executed pursuant to BDMC Chapter 18.98.

C. A complete application for a grading or filling permit vests only to the grading and filling on the property and does not vest any subsequent development or construction activities, including but not limited to water, sewer, storm water, plumbing, electrical, or other mechanical work. However, a project shall vest as to storm water management regulations if a complete storm water drainage permit application is submitted concurrently. Pursuant to BDMC 18.98, vesting of storm water permits for a Master Planned Development shall be on a phase by phase basis, unless otherwise provided by the terms of the approved Master Planned Development agreement.

D. Submittal of pre-application materials does not, by itself, vest a project. However, SEPA checklists and other SEPA submittals may be considered in determining whether the underlying project permit application is complete.

E. Notwithstanding any other provisions of this chapter, the city may amend, alter, or suspend any vested rights created by the filing of a complete permit application and/or preliminary or final plat approval where the city's

legislative body finds that a change in conditions creates a serious threat to public health or safety in the permitted area if development were to proceed under the vested rights.

Section 5. The Black Diamond Municipal Code is hereby amended by the addition of a new section 18.14.040 to read as follows:

18.14.040 Amendments to permit—Effect on vesting.

A. *“Minor” amendments.* An applicant may be granted an amendment to any of the conditions or requirements of a permit: (1) upon a showing of changed circumstances and a determination by the mayor, or his or her designee, that (a) the requested amendments constitute “minor” adjustments that can be sufficiently mitigated through new actions that may be required as part of the permit amendment approval, and (b) each of the proposed amended conditions is not otherwise prohibited under the municipal code and would not require additional environmental review under BDMC Title 19, and (2) the proposed amendments would not (a) increase gross building area by more than ten percent, (b) increase the number of dwelling units, (c) increase total impervious surface area, (d) change the number of ingress or egress points, or (e) increase the area of site disturbance by more than ten percent. Modifications to a permit required by the city shall be deemed “minor” amendments.

B. *“Major” amendments.* An applicant shall not be granted an amendment to any condition or requirement of a permit if the mayor, or his or her designee, determines that the proposed amendment constitutes a “major” amendment. Any proposed amendment to the conditions and requirements of a permit that does not meet the requirements of subsection A shall be considered a “major” amendment. Permission to implement a “major” amendment shall require a new permit application to be filed and approved by the City, *provided*, any work or use covered by the existing permit that would be unaffected by the requested “major” amendment shall continue to be vested under the terms of the existing permit.

C. *Effect on vesting.*

(1) Unless otherwise agreed to in writing by the City, approval of “minor” amendments to permit conditions and requirements shall terminate any vested right to the original permit conditions insofar as those conditions are inconsistent with the approved amendments, and, unless also otherwise agreed, approval does

not toll or otherwise change the date upon which the amended permit lapses under this chapter.

(2) Any new permit application filed as part of seeking a “major” change to the conditions and requirements of the original permit shall not be vested to any of the conditions of the original permit and shall be subject to the current codes and regulations in effect at the time the complete new application is filed.

D. *City’s decision is final.* The city’s determination that a requested amendment is “minor” or “major” shall be final and not subject to appeal.

E. *Amending MPD permits.* Amending of a Master Planned Development approval is controlled by the provisions of BDMC Chapter 18.98, *provided*, amending of subsequent permits and approvals required as part of a master planned development shall be governed by this chapter unless expressly overridden by the terms of a development agreement executed pursuant to BDMC Chapter 18.98.

Section 6. The Black Diamond Municipal Code is hereby amended by the addition of a new section 18.14.050 to read as follows:

18.14.050 Waiver of vesting

A property owner may voluntarily waive vested rights at any time during the processing of an application by delivering a written and signed waiver to the Community Development Director stating that the property owner agrees to comply with all development regulations in effect on the date of delivery of the waiver.

Section 7. The Black Diamond Municipal Code is hereby amended by the addition of a new section 18.14.060 to read as follows:

18.14.060 Duration of approvals—Effect of permit expiration

A. Except where a different duration is established elsewhere in the Black Diamond Municipal Code, or by executed development agreement, administrative ruling or judicial order, or by state or federal law, all project permits shall expire two (2) years after the date of issuance if, in the opinion of the City, construction of the project has not been substantially completed, *provided*, an extension of the permit may be granted as allowed under subsection B, and a building permit may become void after 180 days of inactivity, as detailed in subsection D, and *provided further*, permits that authorize an activity or use, rather

than construction of a building or structure, shall expire as of the date indicated on the permit.

B. For project permits subject to the two-year duration set forth in subsection A, above, the City may extend the date of permit expiration up to two (2) years for good cause, upon proper request by the applicant at least thirty (30) days prior to expiration of the permit. Requests for extensions shall be submitted on forms provided by the City with payment of a fee equal to one-half of the permit application fee in effect at the time the request for extension is filed. Good cause shall mean the applicant was unable to substantially complete construction due to circumstances beyond the applicant's control and not foreseeable at the time of permit issuance, and the applicant demonstrates the ability to complete the project within the extended time period.

C. Unless a permit has been extended pursuant to subsection B, above, or as otherwise provided by an executed development agreement, any vested rights to particular fees, regulations, or conditions of issuance associated with a permit shall cease upon expiration of the permit, except as RCW 58.17.170 or other laws may apply. An individual or entity seeking to replace an expired permit shall be subject to each fee, regulation, or condition of issuance in effect at the time a new complete permit application is filed and to which no specific exemption applies.

D. Any otherwise valid building permit shall be deemed to have expired and become void if the work authorized by the permit has not been substantially commenced within one hundred eighty (180) days after its issuance or the work authorized by the permit is suspended or abandoned for a period of one hundred eighty (180) days after the work has commenced.

Section 8. The Black Diamond Municipal Code is hereby amended by the addition of a new section 18.14.070 to read as follows:

18.14.070 Suspension or revocation of permit—Effect on vesting.

A. The Community Development Director, or his or her designee, is authorized to suspend or revoke any permit issued by the city whenever the permit is issued in error or was issued on the basis of materially incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation or any of the provisions of the municipal code, unless suspension or revocation is barred under the Land Use Petition Act or other law.

B. When, in the opinion of the city, the suspension or revocation of a permit is based on no fault of the applicant, a replacement permit issued for the same project within one hundred twenty (120) days of the suspension or revocation shall be vested to the regulations and requirements in effect as of the date the original complete application was filed and no additional application fee shall be required, *provided*, the project must still fully comply with the regulations and requirements in effect at the time the original complete application was filed.

Section 9. The Black Diamond Municipal Code is hereby amended by the addition of a new section 18.14.080, to read as follows:

18.14.080 Lapsing of existing approvals—Notice required.

Any project approval or permit issued by the city prior to the enactment of this chapter, if such approval or permit is not already subject to a definite expiration date under the provisions of the city's municipal code, shall hereby lapse and become void on April 1, 2012, *provided*, the city shall take reasonable steps to notify persons who may possess such approval or permits of this deadline. Reasonable steps shall include putting notice on the city's website and mailing written notice to any person whom the city is aware would be affected and for whom the city is able, through reasonable effort, to determine a current mailing address. Extension of such an approval or permit, or issuance of a new approval or permit, shall be subject to the provisions of this chapter.

Section 10. 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 11. 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 26th day of February, 2009.

Passed by the City Council on the 26th day of February, 2009.

Mayor Howard Botts

ATTEST:

Brenda Streepy, City Clerk

APPROVED AS TO FORM:

Loren D. Combs, City Attorney

Published: _____

Effective Date: _____

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Ordinance 10-943, updating the building technical codes to be consistent with the 2009 International and Uniform Codes	Agenda Date: June 17, 2010		AB10-050
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		X
	City Administrator – B. Martinez		
	City Attorney – Chris Bacha		X
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: ~ \$1200.00 for new code books	Parks/Nat. Resources – Aaron Nix		
Fund Source: Budgeted item	Community Develop. – Robert Meyers	X	
Timeline: July 1, 2010			
Attachments: Ordinance 10-943			
SUMMARY STATEMENT: <p>Every three years, the set of International Codes (Building Code, Residential Code, etc.) and Uniform Plumbing and Mechanical Codes are updated. These codes are used uniformly throughout the United States and State of Washington in the building permit review and inspection process.</p> <p>The Washington State Building Code is established under RCW 19.27. The State Building Code Council has adopted the updated International and Uniform Codes. By law, local jurisdictions are also required to adopt these codes, with the provision that certain local amendments may be adopted. The City is required to begin enforcing the new codes on July 1, 2010 regardless of whether this ordinance is adopted by Council.</p> <p>However, staff is recommending the attached ordinance be adopted, as it contains needed amendments to existing provisions of Title 15 of the Municipal Code and also some amendments to the State Building Code. Review has been coordinated with the Fire Department. Staff believes the local amendments better meet the needs of the community and the ability of the City to devote resources to code enforcement activities. Adopting the attached ordinance will also ensure there are no code conflicts between Black Diamond Code and State law.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Planning & Community Services Committee reviewed on April 29, 2010 and recommends adoption.			
RECOMMENDED ACTION: MOTION to adopt Ordinance 10-943, updating the Technical Codes; repealing Chapters 15.04, 15.10, 15.12, 15.16, 15.18, 15.20 and 15.36 of the Black Diamond Municipal Code; amending Chapter 15.28 of the Black Diamond Municipal Code; re-enacting Chapter 15.04 of the Black Diamond Municipal Code as the Technical Codes of the City; conforming the Technical Codes to the State Building Code; providing for the administration and enforcement of the Technical Codes; providing for			

appeals to be heard by the Hearing Examiner; providing for severability; and establishing an effective date.

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 17, 2010		

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 17, 2010		

ORDINANCE NO. 10-943

AN ORDINANCE OF THE CITY OF BLACK DIAMOND, WASHINGTON, UPDATING THE TECHNICAL CODES; REPEALING CHAPTERS 15.04, 15.10, 15.12, 15.16, 15.18, 15.20 AND 15.36 OF THE BLACK DIAMOND MUNICIPAL CODE; AMENDING CHAPTER 15.28 OF THE BLACK DIAMOND MUNICIPAL CODE; RE-ENACTING CHAPTER 15.04 OF THE BLACK DIAMOND MUNICIPAL CODE AS THE TECHNICAL CODES OF THE CITY; CONFORMING THE TECHNICAL CODES TO THE STATE BUILDING CODE; PROVIDING FOR THE ADMINISTRATION AND ENFORCEMENT OF THE TECHNICAL CODES; PROVIDING FOR APPEALS TO BE HEARD BY THE HEARING EXAMINER; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Chapter 19.27 of the Revised Code of Washington establishes the state building code (the “State Building Code”) to promote the health, safety and welfare of the occupants or users of buildings and structures and the general public throughout the State; and

WHEREAS, the State Building Code generally consists of the rules adopted by the State Building Code Council (the “State Council”) establishing standards for making buildings and facilities accessible to and usable by the physically disabled or elderly persons, and those provisions of the International Building Code, the International Residential Code, the International Mechanical Code, the International Fire Code, and the Uniform Plumbing Code and Uniform Plumbing Standards, that are adopted from time to time by the State Council; and

WHEREAS, the State Building Code is enforced by all cities and counties in the State of Washington, including the City of Black Diamond, with the exception that cities and counties may adopt amendments to the State Building Code pursuant to the provisions of Chapter 19.27 RCW and Title 51 WAC; and

WHEREAS, Chapter 19.27A RCW establishes the Washington State Energy Code for Residential Buildings as the maximum and minimum energy code for residential buildings in each city and town, and the Washington State Energy Code for Nonresidential Buildings as the

minimum energy code for nonresidential buildings, with each such code to be enforced by each city and county; and

WHEREAS, in November 2009, the State Council completed adoption of the 2009 International Building, Residential, Mechanical and Fire Codes, the 2009 Uniform Plumbing Code, and the 2009 Washington State Energy Code, which codes, with state amendments, will be effective on or after July 1, 2010; and

WHEREAS, the State Council has repealed the Washington State Ventilation and Indoor Air Quality Code has been repealed and is now located in the IRC, the IMC and the IBC as appropriate; and

WHEREAS, the State Council has repealed the Washington State Historic Building Code which has been replaced by the International Existing Buildings Code, as adopted and amended by WAC 51-50-480000; and

WHEREAS, the Black Diamond Municipal Code currently makes reference to the prior editions of the national model codes and to the energy codes and further makes reference to the ventilation and indoor air quality code and the historic building code; and

WHEREAS, the enforcement provisions for the technical codes need to be amended to make reference to the new code enforcement provisions adopted by the City in April of 2009 pursuant to Black Diamond Municipal Ordinance No. 898; and

WHEREAS, the existing provisions for appeal of interpretation or application of the technical codes to the Board of Appeals should be amended to provide for such appeals to be made before the Hearing Examiner pursuant to Section 2.30 BDMC; and

WHEREAS, the City Council finds that it is in the public interest to amend Title 15 of the Black Diamond Municipal Code to update the technical codes to conform to the State Building Code and adopted national codes and standards, to provide for the administration and enforcement of the technical codes, and to provide for appeals to be heard by the hearing examiner;

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

Section 1. Repeal of Chapter 15.04 BDMC (Technical Codes Adopted), Chapter 15.10 (Additional Fire Protection Requirements), Chapter 15.12 BDMC (Uniform Administrative Code Adopted), Chapter 15.16 BDMC (Energy Code Adopted), Chapter 15.18 BDMC (Ventilation and Indoor Air Quality Code), Chapter 15.20 (Setback and Lot Lines) and 15.36 (Historic Building Code). Chapters 15.04, 15.10, 15.12, 15.16, 15.18, 15.20 and 15.36 of the Black Diamond Municipal Code are hereby repealed in their entirety.

Section 2. Re-enactment of Chapter 15.04 (Technical Codes). Chapter 15.04 of the Black Diamond Municipal Code is hereby re-enacted as Chapter 15.04, Technical Codes Adopted, consisting of 25 sections, and reading as follows:

15.04.010 CHAPTER SCOPE. This chapter establishes the administrative, organizational, and enforcement rules and regulations for the adopted technical codes as amended pursuant to this Chapter.

15.04.020 PURPOSE.

The State Legislature has established the State Building Code applicable throughout all cities and counties in the State of Washington for the purpose of promoting the health, safety, and welfare of the occupants or users of buildings and structures and the general public. Accordingly, this Chapter is designed to effectuate the following purposes, objectives, and standards of the State Building Code:

- A. To require minimum performance standards and requirements for construction and construction materials, consistent with accepted standards of engineering, fire and life safety;
- B. To require standards and requirements in terms of performance and nationally accepted standards;
- C. To permit the use of modern technical methods, devices and improvements;
- D. To eliminate restrictive, obsolete, conflicting, duplicating and unnecessary regulations and requirements which could unnecessarily increase construction costs or retard the use of new materials and methods of installation or provide unwarranted preferential treatment to types or classes of materials or products or methods of construction;
- E. To provide for standards and specifications for making buildings and facilities accessible to and usable by physically disabled persons and
- F. To consolidate within each authorized enforcement jurisdiction, the administration and enforcement of building codes.

15.04.030 STATE BUILDING CODE ADOPTED.

The State Building Code is made a part hereof, as though fully set forth in this Chapter, and is hereby adopted, as amended herein, as the City of Black Diamond Building Code.

15.04.040 DEFINITIONS.

Use of Words and Phrases. As used in this Chapter 15.04 BDMC, unless the context or subject matter clearly requires otherwise, the following words or phrases defined in this section shall have the indicated meanings:

“Building Code” or “City of Black Diamond Building Code” shall mean and refer to the State Building Code as adopted herein and as amended pursuant to the provisions of this Chapter 15.04 BDMC.

“Buildings and Construction Code” shall mean and refer to the International Building Code, as amended pursuant to the provisions of this Chapter 15.04 BDMC.

“Building service equipment” means and refers to the plumbing, mechanical and electrical equipment including piping, wiring, fixtures, and other accessories which provide sanitation, lighting, heating, ventilation, cooling, refrigeration, firefighting, and transportation facilities essential to the occupancy of the building or structure for its designated use.

“BDMC” means the Black Diamond Municipal Code.

“Existing building” means a building erected prior to the adoption of this code, or one for which a legal building permit has been issued and approved.

“Fire Code” shall mean and refer to the International Fire Code, as amended pursuant to the provisions of this Chapter 15.04 BDMC.

“International Building Code” shall mean and refer to those portions of the International Building Code, published by the International Code Council, Inc., as adopted and amended from time to time and made a part of the State Building Code by the Washington State Building Code Council pursuant to Chapters 19.27 and 70.92 of the Revised Code of Washington and Title 51 of the Washington Administrative Code.

“International Existing Building Code” shall mean and refer to the International Existing Building Code, published by the International Code Council, Inc., as adopted and amended from time to time by the Washington State Building Code

Council pursuant to Chapters 19.27 and 70.92 of the Revised Code of Washington and Title 51 of the Washington Administrative Code.

“International Fire Code” shall mean and refer to those portions of the International Fire Code, published by the International Code Council, Inc., as adopted and amended from time to time and made a part of the State Building Code by the Washington State Building Code Council pursuant to Chapters 19.27 and 70.92 of the Revised Code of Washington and Title 51 of the Washington Administrative Code.

“International Fuel Gas Code and the National Fuel Gas Code” shall mean and refer to those portions of the International Fuel Gas Code and the National Fuel Gas Code, published by the International Code Council, Inc., that are made a part of the International Mechanical Code, and as are adopted and amended from time to time and made a part of the State Building Code by the Washington State Building Code Council pursuant to Chapters 19.27 and 70.92 of the Revised Code of Washington and Title 51 of the Washington Administrative Code.

“International Mechanical Code” shall mean and refer to those portions of the International Mechanical Code, published by the International Code Council, Inc., as adopted and amended from time to time and made a part of the State Building Code by the Washington State Building Code Council pursuant to Chapters 19.27 and 70.92 of the Revised Code of Washington and Title 51 of the Washington Administrative Code.

“International Property Maintenance Code” shall mean and refer to International Property Maintenance Code, published by the International Code Council, Inc., as adopted pursuant to Section 101.4.5 of the International Building Code.

“International Residential Code” shall mean and refer to those portions of the International Residential Code, published by the International Code Council, Inc., as adopted and amended from time to time and made a part of the State Building Code by the Washington State Building Code Council pursuant to Chapters 19.27 and 70.92 of the Revised Code of Washington and Title 51 of the Washington Administrative Code.

“Mechanical Code” shall mean and refer to the International Mechanical Code, as amended pursuant to the provisions of this Chapter 15.04 BDMC.

“Mobile home” or “manufactured home” as defined by RCW 46.04.302 means a structure, designed and constructed to be transportable in one or more sections, is built on a permanent chassis, and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities that include plumbing, heating, and electrical systems contained therein.

“Modular home” as defined by RCW 46.04.303 means a factory-assembled structure designed primarily for use as a dwelling when connected to the required utilities that include plumbing, heating, and electrical systems contained therein, does not contain its own running gear, and is mounted on a permanent foundation. A modular home does not include a mobile home or manufactured home.

“Occupancy” means the purpose for which a building, or part thereof, is used or intended to be used.

“Person” shall mean and refer to any individual, corporation, partnership, association, joint-stock-company, limited liability company, political subdivision, public corporation, taxing districts, trust, or any other legal entity.

“Plumbing Code and Plumbing Code Standards” shall mean and refer to the Uniform Plumbing Code and Uniform Plumbing Code Standards, as amended pursuant to the provisions of this Chapter 15.04 BDMC.

“Residential Code” shall mean and refer to the International Residential Code, as amended pursuant to the provisions of this Chapter 15.04 BDMC.

“Shall” or “will” as used in this chapter, is mandatory.

“State Building Code” shall mean and consist of the following national model codes and the following standards, as such model codes and standards are adopted and amended from time to time by the Washington State Building Code Council pursuant to Chapters 19.27 and 70.92 of the Revised Code of Washington and Title 51 of the Washington Administrative Code:

A. The International Building Code, published by the International Code Council, Inc.;

B. The International Residential Code, published by the International Code Council, Inc.;

C. The International Mechanical Code, published by the International Code Council, Inc., including the International Fuel Gas Code and the National Fuel Gas Code, published by the International Code Council, Inc., except that the standards for liquified petroleum gas installations shall be NFPA 58 (Storage and Handling of Liquified Petroleum Gases) and ANSI Z223.1/NFPA 54 (National Fuel Gas Code);

D. The International Fire Code, published by the International Code Council, Inc., including those standards of the National Fire Protection Association specifically referenced in the International Fire Code: PROVIDED that, notwithstanding any wording in this code, participants

in religious ceremonies shall not be precluded from carrying hand-held candles;

E. Except as provided in RCW 19.27.170, the Uniform Plumbing Code and Uniform Plumbing Code Standards, published by the International Association of Plumbing and Mechanical Officials: PROVIDED that, any provisions of the Uniform Plumbing Code and Uniform Plumbing Code Standards affecting sewers or fuel gas piping are not adopted; and

F. The rules adopted by the council establishing standards for making buildings and facilities accessible to and usable by the physically disabled or elderly persons as provided in RCW 70.92.100 through 70.92.160, as now or hereafter amended.

All amendments to the State Building Code adopted by the Washington State Building Council from time to time are hereby, upon the effective date of such amendments, incorporated in this Chapter as though fully set forth herein. In the event that any provisions of the State Building Code are renumbered, any reference in this Chapter to such provision shall refer to such provision as renumbered.

“State Energy Code” shall mean and refer to the Washington State Energy Code as set forth at Chapter 51.11 of the Washington Administrative Code, including the Washington State Residential Energy Code and the Washington State Nonresidential Energy Code, and all amendments thereto as adopted from time to time.

“Technical codes” shall mean and refer to the national codes, standards and appendices incorporated as part of the State Building Code, including without limitation, the International Property Maintenance Code, all as amended pursuant to the provisions of this Chapter 15.04 BDMC, together with the International Existing Building Code and the State Energy Code, all as amended pursuant to the provisions of this Chapter 15.04 BDMC.

“Used mobile home” means a mobile home, which has been previously sold at retail and has been subjected to tax under chapter 82.08 RCW, or which has been previously used and has been subjected to tax under chapter 82.12 RCW, and which has substantially lost its identity as a mobile unit at the time of sale by virtue of its being fixed in location upon land owned or leased by the owner of the mobile home and placed on a foundation (posts or blocks) with fixed pipe connections with sewer, water, and other utilities.

“Uniform Plumbing Code and Uniform Plumbing Code Standards” shall mean and refer to those portions of the Uniform Plumbing Code and Uniform Plumbing Code Standards, published by the International Association of Plumbing and

Mechanical Officials, as adopted and amended from time to time and made a part of the State Building Code by the Washington State Building Code Council pursuant to Chapters 19.27 and 70.92 of the Revised Code of Washington and Title 51 of the Washington Administrative Code.

15.04.050 ORDER OF PRECEDENCE.

A. Except as provided in subsection (B) of this section, conflicts within the technical codes, standards and appendices shall be resolved in accordance with the provisions of Chapters 19.27 and 19.27A of the Revised Code of Washington and Title 51 of the Washington Administrative Code.

B. In the event of a conflict between the appeal and enforcement provisions contained in the Technical Codes and the appeal and enforcement provisions set forth at sections 15.04.230 and 15.04.240 BDMC, the provisions set forth at sections 15.04.230 and 15.04.240 BDMC shall control to the extent of the conflict.

15.04.060 APPENDICES. The appendices to the international codes are not adopted as part of the Building Code unless specifically made a part of the State Building Code or specifically adopted pursuant to the provisions of this Chapter 15.04 BDMC.

15.04.070 OTHER LAWS. The provisions of Chapter 15.04 BDMC shall not be deemed to nullify any provisions of local, state or federal law.

15.04.080 APPLICATION OF REFERENCES. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section, or provision of this title.

15.04.090 APPLICABILITY. Except as otherwise provided herein, this Chapter shall apply to all:

A. New construction and additions; and

B. The entire building when all additions, alterations, remodels, or repairs to existing structures in which the area of the additions, alterations, or repairs exceeds more than 50 percent of the habitable area of the existing structure. In the case of a series of additions, alterations, or repair projects, this title shall become effective at the point where in any three-year period the cumulative area of additions, alterations, or repairs exceeds 50 percent of the area of the structure at the time such additions, alterations, or repairs are commenced and shall apply to the entire building.

15.04.100 BUILDING DIVISION ESTABLISHED. There is established for the City, the building division that shall be under the supervision and control of the city administrator or his/her designee.

15.04.110 BUILDING OFFICIAL DESIGNATED. The building official, as defined in Section 104 of the International Building Code, R104 of the International Residential Code, and Section 104 of the International Mechanical Code, shall be appointed by the City Administrator, and in the absence of such appointment, shall be the City Administrator.

15.04.120 ADMINISTRATION AND ENFORCEMENT. The building official is hereby authorized and directed to enforce the provisions of the technical codes, with the exception of the fire code. The building official, with the exception of the fire code, shall have the authority to render interpretations of the technical codes and to adopt policies and procedures in order to clarify the application of their provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this Chapter. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in the technical codes. Except as otherwise provided in this Chapter, the provisions of this Chapter shall be administered and enforced by the building official of the city.

15.04.130 FIRE CHIEF AND FIRE MARSHAL DESIGNATED. The Chief of Fire District No. 44, or the District's successor, shall be deemed to be the "Chief" or "Chief of the Fire Department" or "Fire Code Official" for the purposes of enforcing and administering all provisions of the fire code. The Fire Code Official shall have the authority to render interpretations of the fire code and to adopt policies and procedures in order to clarify the application of their provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this Chapter. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in the technical codes. Except as otherwise provided in this Chapter, the provisions of fire code shall be administered and enforced by the fire code official; provided that, the Building Official shall also have authority to enforce the fire code.

15.04.140 FEES. Except as otherwise provided in this Chapter, the fee for any permit issued by the city under the authority of this Chapter shall be as established by the City Council. A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

15.04.150 LIABILITY. This Chapter is not intended, nor shall this Chapter shall be construed, to relieve or lessen the responsibility of a person owning, building, altering, constructing, or moving a building or structure as defined in this Chapter; nor shall the City or an agent thereof be held as assuming such responsibility or liability by reason of inspection authorized in this Chapter, by

reason of a certificate of inspection issued by the City or any of its agents, or by reason of any duty imposed under this Chapter. No provision of or any term used in this chapter is intended to impose any duty upon the city or any of its officers or employees which would subject them to damages in a civil action. The building official, or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this Chapter or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this Chapter shall be defended by a legal representative of the City until the final termination of the proceedings. This Chapter is intended for the purpose of promoting the health, safety, and welfare of the general public further not intended to create a duty to any person or individual.

15.08.160: EXPIRATION OF PERMIT. Notwithstanding any provision to contrary in the technical codes, every permit issued pursuant to this Chapter shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended, abandoned or not substantially completed 2 years after the date the permit is issued. The building official is authorized to grant, in writing, a one-time extension of time, for a period not more than 2 years. The extension shall be requested in writing and justifiable cause demonstrated.

15.08.170 SUSPENSION OR REVOCATION. The building official is authorized to suspend or revoke a permit issued under the provisions of this Chapter wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation or any of the provisions of this chapter.

15.08.180 AMENDMENTS TO STATE BUILDING CODE. The State Building Code is hereby amended as follows:

A. International Building Code:

i. Group occupancies. The following occupancy groups are adopted.

Occupancy Title	Description	
Assembly	A	Social, recreational or civic gatherings of 50 or more persons
Business	B	Office, professional, social activities and related records. Education facilities past 12th grade
Educational	E	day care for children older than 2.5 years with more
Factory	F	Manufacturing and industrial processes, except those that are hazardous
Hazardous	H	High potential for health or physical safety hazards. Explosives, flammables, corrosives, toxic materials
Institutional	I	Facilities where occupants cannot fully care for themselves
Mercantile	M	Mercantile sales including stocking of goods
Residential	R	People live and sleep in an unsupervised setting
Storage	S	Storage
Utility	U	Agricultural buildings, aircraft hangers, barns, greenhouses, livestock shelters, tanks and towers

B. The International Property Maintenance Code.

- i. Notwithstanding any provision in the International Property Maintenance Code to the contrary, all appeals shall be governed by Section 15.04.230 BDMC.
- ii. The following sections of the International Property Maintenance Code, or the corresponding section of any updated or amended version of the International Property Maintenance Code, are removed in their entirety and are not adopted:

111	Means of Appeal
302.9	Defacement of property
304.2	Protective treatment
304.13.2	Openable windows
404.4.1	Room area
404.5	Overcrowding
404.6	Efficiency unit
604	Electrical facilities

iii. That portion of Section 103.5 of the International Property Maintenance Code, or the corresponding section of any updated or amended version of the International Property Maintenance Code, that is left for the decision of the local jurisdiction shall read as follows:

The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be set by the City Council.

iv. That portion of Section 302.4 of the International Property Maintenance Code, or the corresponding section of any updated or amended version of the International Property Maintenance Code, that is left for the decision of the local jurisdiction shall read as follows:

All premises and exterior property shall be maintained free from weeds or plant growth in excess of twelve (12") inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs, provided; however, this term shall not include cultivated flowers and gardens.

v. The last sentence of Section 304.9 of the International Property Maintenance Code, or the corresponding section of any updated or amended version of the International Property Maintenance Code, is not adopted so that Section 304.9 shall read only:

All overhang extensions, including but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition.

C. The International Fire Code.

- i. Section 504.3 of the International Fire code section 504.3 is amended as follows:

504.3 Stairway access to roof. New buildings Three or more stories in height, except those with a roof slope greater than four units vertical and 12 units in horizontal (33.3 percent slope), shall be provided with a stairway to the roof. Stairway access to the roof shall be provided in accordance with Section 1009.12. Such stairway shall be marked at the street and floor levels with a sign indicating that the stairway continues to the roof. Where roofs are used for roof gardens or for other purposes, stairways shall be provided as required for such occupancy classification.

- ii. Section 903.2 of the International Fire code is amended as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section.

Exception. Unless specifically required by another code section all non-residential occupancies shall be provided in buildings with a fire area in excess of 3500 square feet exclusive of fire walls.

15.04.190 ENERGY CODE ADOPTED. The Washington State Energy Code, as amended in this Chapter, is hereby adopted as the Energy Code of the City of Black Diamond, and made a part hereof as though fully set forth in this Chapter. All amendments to the Washington State Energy Code are hereby, upon the effective date of such amendments, incorporated in this Chapter as though fully set forth herein. In the event that any provisions of the Washington State Energy Code are renumbered, any reference in this Chapter to such provision shall refer to such provision as renumbered.

15.04.200 INTERNATIONAL EXISTING BUILDING CODE. The International Existing Building Code, as amended in this Chapter, is hereby adopted as the Existing Building Code of the City of Black Diamond, and made a part hereof as though fully set forth in this Chapter. All amendments to the Washington State Existing Building Code are hereby, upon the effective date of such amendments, incorporated in this Chapter as though fully set forth herein. In the event that any provisions of the Washington State Existing Building Code are renumbered, any reference in this Chapter to such provision shall refer to such provision as renumbered.

15.04.210 MANUFACTURED HOUSING. All manufactured homes shall be designed to support the local snow load of 25 pounds per square foot of ground snow load.

15.04.220 ASSURANCE DEVICE FOR BUILDING PERMIT – REQUIREMENTS. Before issuing any permit pursuant to this Chapter the City may require the applicant to execute and file with the city a cash bond or other security in a form approved by the city administrator in such reasonable sum and with the securities as the building official may specify, conditioned that the applicant will pay any and all damages that may be recovered against the city by any person on account of injury to persons or property occasioned by or in any manner resulting from the issuance of the permit or by reason of any act or thing done pursuant thereto, or from the occupancy or disturbance of any street or sidewalk in the city and also to save, keep, and defend the city free from all such damages and costs as may be incurred in defending any such claim, and/or further conditioned that the applicant shall pay to the city the cost of repairing any and all damage which may be done by the applicant or his/her agents to the streets, utilities, or property of the city during or pursuant to the work covered by such permit.

15.04.230 APPEALS.

A. Except as otherwise provided in this Chapter, a person aggrieved by a decision or interpretation of the building official or fire code official made pursuant to this Chapter, or a decision or interpretation of the City Administrator pursuant to Chapter 15.28 BDMC, shall be entitled to a review of such decision or interpretation by appeal to the hearing examiner in accordance with the provisions of Chapter 2.30 BDMC (Hearing Examiner). Such appeal shall be in writing and must be filed with the city clerk within 10 days of such decision, in accordance with Chapter 2.30 BDMC.

B. An application for appeal shall be based on a claim that this chapter or the technical codes have been incorrectly interpreted, that the provisions of this chapter or the technical codes do not apply or that an equally good or better form of construction, method of protection or safety is proposed. The hearing examiner shall have no authority relative to interpretation of the administrative provisions of this Chapter nor shall the hearing examiner be empowered to waive requirements of this Chapter. The appellant shall bear the burden of proof by substantial evidence on the record.

C. All references to “board of appeals” in any of the technical codes shall hereafter mean and refer to the hearing examiner.

D. Standing. Standing to bring an appeal under this Chapter is limited to the following persons:

- i. The applicant and the owner of property to which the permit decision is directed.
- ii. Another person aggrieved or adversely affected by the order, determination, or decision, or who would be aggrieved or adversely affected by a reversal or modification of the order, determination, or decision. A person is aggrieved or adversely affected within the meaning of this section only when all of the following conditions are present:
 - a. The order, determination, or decision has prejudiced or is likely to prejudice that person;
 - b. A judgment in favor of that person would substantially eliminate or redress the prejudice to that person caused or likely to be caused by the order, determination, or decision; and
 - c. The appellant has exhausted his or her administrative remedies to the extent required by law.

E. The appeal shall contain a clear reference to the matter being appealed and a statement of the specific elements of the building official's or fire code official's order, decision or determination disputed by the appellant.

F. The appeal will be an open record appeal hearing. The scope of the appeal is limited to the specific elements of the building official's or fire code official's order, decision or determination disputed by the appellant and the hearing examiner shall only consider comments, testimony and arguments on these specific elements.

15.04.240 ENFORCEMENT; VIOLATIONS:

The provisions of this Chapter shall constitute a regulation within the meaning of section 8.02.020 BDMC, a violation of which is subject to the code enforcement provisions and penalties set forth at Chapter 8.02 BDMC, as now or hereafter amended.

Section 3. Amendment of BDMC 15.28.050 (Exemptions). Section 15.28.050 of the Black Diamond Municipal Code is hereby amended (shown in legislative revisions marks) to read as follows:

A. On-site excavation or fill for a basement, building footings, retaining wall, parking lot or other structure for which there has been issued a valid building permit as set forth in ~~Chapter 33 and/or Appendix Chapter 33, 1994 Edition of the Uniform Building Code~~ Appendix J of the International Building Code; except that neither a fill made with the material from such excavation nor an excavation having an unsupported height of greater than five feet after the completion of said structure, shall be exempt from the provisions of this chapter;

Section 4. Amendment of BDMC 15.28.210 (Appeals). Section 15.28.210 of the Black Diamond Municipal Code is hereby amended (shown in legislative revisions marks) to read as follows:

15.28.210 Appeals

A. Any decision of the city administrator with respect to the enforcement or administration of this chapter shall be final unless timely appealed pursuant to the provisions of Section 15.04.230 BDMC ~~to the city council by any person aggrieved thereby. Said appeal must be in writing and shall briefly describe the basis of the appeal. Said written appeal must be filed with the city clerk within fifteen days of the date of the decision being appealed. Upon receipt of a timely written appeal, the city clerk shall advise the city council of the pendency of said appeal.~~

~~B. At its next regularly scheduled meeting, the city council shall set a time and place for the public hearing to consider said appeal. Written notice of said hearing shall be given to all property owners of record within a three hundred foot radius of the site's external boundaries by mailing the same by first class mail at least ten days prior to the hearing. In addition, notice shall be posted on the nearest public street from the site at least ten days prior to the hearing. Within twenty one days after the hearing, the city council shall issue its written findings, conclusions and decision affirming, reversing or modifying the city administrator's decision. A copy of the city council's decision shall be promptly mailed to the aggrieved person appealing the decision.~~

~~C. Any person who meets the standing requirements of RCW 36.70C.060, may appeal a decision of the city council under this chapter to the King County Superior Court; provided, that said appeal must be filed with the King County Superior Court within twenty one days of the date of the decision being appealed. Said appeal shall be governed by the Land Use Petition Act, RCW, Chapter 36.70C. Any decision of the city council not so appealed shall be deemed final and conclusive.~~

Section 5. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state

or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 6. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force at 12:01 a.m. on July 1, 2010 or five (5) days after the date of publication, whichever is the later.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 17TH DAY OF JUNE, 2010.

CITY OF BLACK DIAMOND

Rebecca Olness, Mayor

ATTEST/AUTHENTICATED:

Brenda Martinez, City Clerk

Approved as to form:

Chris D. Bacha,
Kenyon Disend, PLLC
City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No. 10-943
Date of Publication:
Effective Date:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution 10-692, approving a Cabaret License for The Swinging Arm, located at 30741 Third Avenue, #100 & #105	Agenda Date: June 17, 2010		AB10-051
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		X
	City Administrator –		
	City Attorney – Chris Bacha		
	City Clerk – Brenda L. Martinez		X
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: \$150 annual permit fee (paid)	Parks/Nat. Resources – Aaron Nix		
Fund Source: Applicant	Community Develop. – Steve Pilcher	X	
Timeline: NA			
Attachments: Resolution 10-692, Application			
SUMMARY STATEMENT: <p>Chapter 5.16 of the Black Diamond Municipal Code (BDMC) addresses “Cabarets,” which includes establishments where liquor is served and either live or recorded musical performances are offered. Several months ago, staff received a complaint from an individual concerning alleged loud music from The Swinging Arm. At that time, it was determined a Cabaret License would be needed in order for these activities to continue.</p> <p>BDMC 5.16.050 requires the Council to conduct a public hearing before approving a Cabaret License. The required hearing was conducted on June 3, 2010. One individual testified of negative noise impacts from the cabaret, while another individual spoke in favor of having a venue for live music within the city.</p> <p>The business location is within a Community Commercial zone district, as are all properties located on the east side of Third Avenue.</p> <p>Once approved, a Cabaret License is valid for the remainder of the calendar year. Although the code is not clear on the process for renewal, based upon the provisions in BDMC 5.16.080 which authorizes revocation or suspension, it appears an applicant can simply pay the annual license fee at the beginning of each year in order to renew.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: MOTION to ADOPT Resolution 10-692, approving the request of The Swinging Arm for a Cabaret License.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
June 17, 2010			

RESOLUTION NO. 10-692

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
APPROVING A CABARET LICENSE FOR THE SWINGING
ARM, LOCATED AT 30741 THIRD AVENUE, #100 & #105,
PURSUANT TO BLACK DIAMOND MUNICIPAL CODE 5.16**

WHEREAS, section 5.16 of the Black Diamond Municipal Code (BDMC) requires businesses that both serve liquor and provide live or recorded musical performances to obtain a cabaret license; and

WHEREAS, the Swinging Arm, located at 30741 Third Avenue, #100 & #105 has made application for a cabaret license; and

WHEREAS, on June 3, 2010, the Black Diamond City Council conducted a duly noticed public hearing on the proposed Cabaret License; and

WHEREAS, one individual testified in favor of the granting the proposed license, while another individual expressed concern with noise impacts; and

WHEREAS, The Swinging Arm is located within a Community Commercial zone district;

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

Section 1. The request for a cabaret license is hereby approved.

Section 2. The Mayor is directed to take necessary steps to issue a cabaret license, with no conditions.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17th DAY OF JUNE, 2010.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk



CITY OF BLACK DIAMOND
2010 BUSINESS LICENSE APPLICATION

PO BOX 599 - 24301 Roberts Dr
Black Diamond, WA 98010
Phone: 360.886.2560 - Fax: 360.886.2592

Please check all boxes that apply: ☐ New Business ☐ Existing Business/New Owner ☐ Change in Business Location
☒ Business located inside city limits ☐ Business is located outside city limits ☐ Home Occupation (must include completed Home Occupation Supplemental form)

BUSINESS INFORMATION

Legal Business Name: <u>The Swinging Arm</u>		BUS10- <u>0032</u>	
Doing Business as (DBA): <u>The Swinging Arm</u>		Contact Name: <u>Craig Phalen</u>	
Physical Address: <u>30741 3rd Ave</u>	Unit#: <u>105</u>	City: <u>Black Diamond</u>	State: <u>WA</u> Zip: <u>98010</u>
Phone: <u>(360) 886-5074</u>	Fax: <u>()</u>	Email: <u>contact@theswingingarm.com</u>	
Mailing Address: <u>SAME</u>	Unit#: <u></u>	City: <u></u>	State: <u></u> Zip: <u></u>
Phone: <u>()</u>	Fax: <u>()</u>	Email: <u></u>	

EMERGENCY CONTACT (After Hours)

Emergency Contact/Owner Name: <u>Craig Phalen</u>	Phone: <u>(360) 886-5074</u>
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BUSINESS DESCRIPTION

Type of License: <input type="checkbox"/> Regular <input type="checkbox"/> Utility <input type="checkbox"/> Pawnbroker <input checked="" type="checkbox"/> Cabaret <input type="checkbox"/> Firearms Dealer <input type="checkbox"/> Carnival	
Type of Business: <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Food Service <input type="checkbox"/> Light Industrial <input type="checkbox"/> Medical <input type="checkbox"/> Personal Services <input type="checkbox"/> Professional Services <input type="checkbox"/> Real Estate <input type="checkbox"/> Retail Sales <input type="checkbox"/> Wholesale <input type="checkbox"/> Electric <input type="checkbox"/> Natural Gas <input type="checkbox"/> Cable <input type="checkbox"/> Solid Waste <input type="checkbox"/> Telephone <input type="checkbox"/> Other	
Number of employees performing duties or based inside city limits: <u>11</u>	WA State UBI No: <u>602 689 813</u>
Please describe the nature of your business: <u>Restaurant / Bar</u>	
Check all that apply: <input type="checkbox"/> Do you dispose of chemicals, sludge or commercial waste? <input type="checkbox"/> Do you handle or store hazardous materials? <input checked="" type="checkbox"/> Do you serve liquor? License # <u></u>	
What was the prior occupant of this space? <u></u>	
Any remodeling or changes to the space or structure? If yes, explain: <u>No</u>	

A SIGNATURE IS REQUIRED IN ORDER TO PROCESS THE APPLICATION

As applicant, I certify or declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. I understand that any misrepresentation or omission on this application will result in revocation of this Business License.

Signed by: <u>[Signature]</u>	Date: <u>4/5/10</u>
Title/Office: <u>Owner</u>	

Applications must be completed in full and returned with the applicable non-refundable application fee. Incomplete applications will not be processed. A new license is required if a business changes location or ownership. Please notify the City of Black Diamond if the business closes. The City's acceptance of your application and fee does not constitute approval or authorization to conduct business. Other permits and/or licenses may be required.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 10-693, creating the position of Public Works Administrative Assistant	Agenda Date: June 17, 2010		AB10-052
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		X
	City Administrator –		
	City Attorney –Chris Bacha		
	City Clerk – Brenda L. Martinez	X	
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact:	Court – Stephanie Metcalf		
Fund Source: Funding Agreement	Comm. Dev. – Steve Pilcher		
Timeline: June 2010			
Attachments: Resolution No. 10-693			
SUMMARY STATEMENT: <p>It has been identified that additional staff is needed in the Public Works Department to assist the Director with core administrative functions relating to record keeping, contract management, scheduling, etc.</p> <p>On June 21, 2007 the City entered into a Staff and Facilities Funding Agreement with BD Partners to financially assist the City with the ability to hire core city staff that will include executive level staff members and the staff necessary to allow the executive level staff members to expeditiously handle the tasks assigned to them by the Mayor, through the City Administrator.</p> <p>As part of a City-wide reorganization and to provide the staff necessary to assist the Public Works Director the Mayor has requested the position of Public Works Administrative Assistant be created.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 10-693, creating the position of Public Works Administrative Assistant.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
June 17, 2010			

RESOLUTION NO. 10-693

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE CREATION OF THE POSITION
KNOWN AS "PUBLIC WORKS ADMINISTRATIVE
ASSISTANT"**

WHEREAS, the City is currently understaffed in the Public Works Department and needs to increase its staffing to provide effective and efficient core City administrative services; and

WHEREAS, on June 21, 2007 the City of Black Diamond entered into a Staff and Facilities Funding Agreement with Black Diamond Lawson Partners, LP and Black Diamond Village Partners, LP to financially assist the City so that the City will have the ability to hire core City Staff that will include executive level staff members and the staff necessary to allow the executive level staff members to expeditiously handle the tasks assigned to them by the Mayor, through the City Administrator; and

WHEREAS, as part of a city-wide reorganization and to provide for some of the core City Staff, the Mayor has requested the position of Public Works Administrative Assistant; and

WHEREAS, the addition of this position will require an amendment to the 2010 Wage and Salary Schedule prior to the end of calendar year 2010;

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

Section 1. The position of Public Works Administrative Assistant is hereby created.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF JUNE, 2010.

Rebecca Olness, 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			
SUBJECT: Resolution No. 10-694, authorizing the Mayor to execute an Interlocal Agreement between the City and King County for Animal Services	Agenda Date: June 17, 2010		AB10-053
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		X
	City Administrator –		
	City Attorney –Chris Bacha		X
	City Clerk – Brenda L. Martinez	X	
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: Approx. \$16,000 yearly	Court – Stephanie Metcalf		
Fund Source: General Fund	Comm. Dev. – Steve Pilcher		
Timeline: July 1, 2010			
Attachments: Resolution No. 10-694, Summary of Terms, Interlocal Agreement with Exhibits			
SUMMARY STATEMENT: <p>On March 26 the City received notification from King County that our current Interlocal Agreement for Animal Services would be terminated effective June 30, 2010. We are not alone as all cities who have King County provide this service were notified as well. In light of this, the City joined a work group that was formed to identify solutions for animal services that are of mutual advantage to the cities and the County.</p> <p>This Interlocal Agreement replaces the expired animal services agreements that have been in place for nearly two decades. This new agreement has been offered to all Cities other than the City of Seattle and will go into effect on July 1, 2010. Services provided are divided into three categories: control; shelter and licensing. Animal services system costs will be divided between all participating jurisdictions based on two factors: population (50%) and system use (50%). All pet licensing revenues will be credited to the jurisdiction in which they are generated as an offset against costs otherwise payable.</p> <p>This Interlocal Agreement would be in effect on July 1, 2010 and shall remain in effect for a term of two and one-half years ending on December 31, 2012.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 10-694, authorizing the Mayor to execute an Interlocal Agreement between the City and King County for Animal Services.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
June 17, 2010			

RESOLUTION NO. 10-694

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE AN
INTERLOCAL AGREEMENT BETWEEN THE CITY AND
KING COUNTY FOR ANIMAL SERVICES**

WHEREAS, the provision of animal control, sheltering, and licensing services protects public health and safety and promotes animal welfare; and

WHEREAS, pursuant to the Interlocal Cooperation Act (RCW Chapter 39.34), the City is authorized and desires to contract with the County for the performance of Animal Services; and

WHEREAS, the County is willing to render such services on the terms and conditions hereinafter set forth; and

WHEREAS, the County is offering a similar form of Animal Services Interlocal Agreement to all cities in King County other than the City of Seattle;

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 Interlocal Agreement between the City and King County for Animal Services as substantially attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF JUNE, 2010.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

Animal Services Interlocal Agreement Summary of Terms

Document Dated May 28, 2010

This document provides a section by section summary of the proposed Animal Services Interlocal Agreement. It is not intended as a comprehensive interpretation of the Agreement: for complete terms and conditions, please refer to the Agreement.

Generally: This Agreement replaces the existing animal services agreements that have been in place for nearly two decades. The new Agreement has been offered to all Cities other than the City of Seattle. The Agreement will go into effect on July 1, 2010. Cities may choose to sign up for a term of either 6 months or 2.5 years. Services provided are divided into three categories: control (officers responding to events in the field); shelter; and licensing. Cities must purchase all three services. Costs of animal service are generally allocated between the parties based on two factors: population (50%) and system use (50%). All pet licensing revenues are credited to the jurisdiction in which they are generated as an offset against costs otherwise payable. Three types of subsidies are offered to various cities based on various criteria, in order to mitigate impacts of the cost allocation model.

Cities have been requested to provide two separate statements of interest leading up to the circulation of the final form of Agreement. This is because the Animal Services system costs are to be divided between all participating jurisdictions: if some cities that indicated they were interested ultimately decide not to sign the Agreement it will impact the costs for the remaining parties. If, as a result of some cities not signing the Agreement, the estimated 2010 costs for a City that has signed the Agreement increase by more than 5% or \$3,500 (whichever is greater), the Agreement will only go into effect for that City only for 60 days (unless waived).

A section by section summary of the Agreement follows:

Recitals. The Recitals note the benefits of a regional animal services system and the authorities for entering into the Agreement.

Section 1. Definitions. Key definitions are set forth in this section. Other definitions appear in Exhibit C (describing the payment formula, summarized below).

Section 2. Services Provided. The County will provide the City with Animal Services, which include Control Services, Shelter Services and Licensing Services, all as described in Exhibit A (summarized below). A City may request Enhanced Control Services, as detailed in Exhibit E (summarized below).

Section 3. City Obligations. Cities will adopt animal codes with substantially similar license, fee, penalty, enforcement, redemption, impound and sheltering provisions as the County Code, (as now in affected or later amended). The City authorizes the County to enforce these City codes and carry out animal licensing and certain administrative appeals. The City retains independent enforcement authority. The City will help promote pet licensing, and will transmit any pet licensing revenue received to the County quarterly.

Section 4. Term. Cities can choose whether to enter into the Agreement for a term of 6 months (ending December 31, 2010) or 2.5 years (ending December 31, 2012). The Agreement cannot be terminated for convenience. The Agreements with a 2.5 year term will be automatically extended for another 2 year *if no Party asks to be released*: notice of intent not to automatically extend the Agreement must be received by May 1, 2012. If any Party seeks not to extend its Agreement, the County will convene all remaining Parties to decide how to proceed.

Section 5. Compensation. Cities will pay for animal services every six months, based on the estimated cost of those services (derived from historical use and revenue data, and the most recent budget data). If a City generates more licensing revenue than the service costs, the County will remit the difference back to the City.

Section 6. Reconciliation of Estimated Payments and Actual Costs and Revenues. Every June, a reconciliation amount will be calculated to determine the difference between the Estimated Payments made, and the actual costs of service allocable to the Parties based on actual use, revenue and population data. Any "Reconciliation Adjustment Amounts" determined to be owed are due August 15.

Section 7. Transitional Licensing Revenue Support Services. The County is providing one-time marketing services in 2010 to the five cities with the lowest per capita revenue (Bellevue, Enumclaw, Kent, SeaTac, Tukwila). The program involves canvassing residents to increase the number of pet licenses issued (and thus, the licensing revenue attributable to these cities to be offset against their cost of Animal Services).

Section 8. Mutual Covenants/Independent Contractor. The County is an independent contractor and County staff providing services are not deemed City employees. The County is responsible for the performance of its personnel.

Section 9. Indemnification and Hold Harmless. Cross indemnifications are included. The County is responsible for validity of its codes but is not responsible for unique City code provisions not in County Code.

Section 10. Dispute Resolution. The parties will first meet together to attempt to resolve any disputes. If this is not successful, it may be followed by mediation (binding

or nonbinding as parties choose). Mediation costs are to be shared equally between the parties.

Section 11. Joint City-County Committee and Collaborative Initiatives. An advisory group composed of 3 county representatives and one representative from each contracting City is created to review operational and policy issues and make recommendations regarding same. Initiatives to be pursued include but are not limited to: updating the animal services code to enhance revenues and compliance incentives; exploring service delivery efficiencies; studying options for repair or replacement of the Kent shelter and reviewing the annual reconciliation calculations.

Section 12. Reporting. The County will provide the City with reports not less than twice each year summarizing call response on and system usage data for each City and the County as well as the Animal Services system as a whole. The form and contents of the report will be developed in consultation with the Joint City-County Committee.

Section 13. Amendments. Amendments that do **not** affect payment responsibilities, indemnification, duration or termination of the Agreement may be approved by the County and two-thirds of all Contracting Cities (in number and percentage of total Estimated Payments made); other Amendments require unanimous approval.

Section 14. General Provisions. This section includes standard “boilerplate” provisions—severability, force majeure, notices, records, venue, etc.

Section 15. Terms to Implement Agreement. Because it is unknown how many Parties will ultimately approve the Agreement, or for what term (6 months or 2.5 years) and any City declining to sign will impact the cost for all others, this Section limits the amount by which a Party’s costs for 2010 and for 2011 (estimated) may increase and still have the Agreement go into effect as proposed. These limits may be waived by the City (or the County, as applicable). Depending on which of these tests are met or waived, an Agreement may go into effect for the full requested term or only 6 months. If none of the tests are met (or waived) the Agreement will go into effect for 60 days only: if this occurs, the costs payable by the City for services for that 60 day period will be determined using the formulas in Exhibit C and there will not be a reconciliation of this short-term contract payment.

Exhibit A: Animal Services Description

Control Services

- The Call Center for the public or cities requesting a response by an Animal Control Officer will operate Monday through Friday, at least 8 hours a day. After hours, callers will hear a recording directing calls to 911 or asking the caller to leave a message for response the next business day.

- The County will be divided into 4 geographic Control Districts that will be staffed by six animal control officers, with a goal of providing service by at least one officer in each Control District for at least 8 hours per day, 5 days per week, except as staffing availability is reduced due to vacation, sick leave, training, etc.
- Calls are classified as either “High Priority” or “Lower Priority.” The County will use its best efforts to ensure all High Priority Calls are responded to during regular animal control officer hours on the day received.
- Additional control resources will be available regionally, including an animal control sergeant providing oversight, an animal cruelty sergeant to investigate cases, and two officers on call after regular service hours for emergency response.
- Cities can opt to contract for “enhanced control services” (See Exhibit E for terms of service).

Shelter Services

- Shelter for animals will be provided at the existing Kent Shelter. The Bellevue shelter will be closed to the public. The public service counter at the Kent Shelter will be open not less than 30 hours a week. Targeted capacity of the Shelter is 7,000 animals per year.
- Some cities in North King County plan to contract for shelter services with the Progressive Animal Welfare Society (PAWS) located in Lynnwood; for such Cities, the County will deliver cats and dogs picked up in these jurisdictions to the PAWS shelter and will not provide routine sheltering for their cats and dogs.

Licensing Services

- The County will operate and maintain a unified pet licensing system for Contracting Cities. The County will seek private sector partners to advertise/encourage licensing and will provide licenses and application forms and materials to Cities to use in selling licenses. The County will mail annual renewal forms and a reminder and late notice as applicable to the last known address of all persons who purchased a pet license in the previous year. There will be limited sales and marketing efforts to maintain and increase license sales.

Exhibit B: Control Service District Maps

The 4 Control Districts have boundaries as shown in the maps in Exhibit B. Two maps are included, one for 2010, the other for 2011 and beyond. District boundaries cannot be changed without unanimous consent of the parties, since it affects pricing for all parties.

Exhibit C: Calculation of Estimated Payments

This exhibit provides the detailed formulas and definitions to be used to calculate the Estimated Payments each year. In general, these formulas may be described as follows:

- The Estimated Payment(s) for each Service Year are derived from allocating the budgeted Animal Services costs (net of estimated non-licensing revenue) using historical use, population and licensing data.
- From year to year, the total allocable costs for all Contracting Parties (before considering any offsetting revenue) cannot increase by more than the combined total rate of inflation (based on the CPI-U for Seattle, Tacoma Bremerton) and rate of population growth in the combined service area (the “Annual Budget Inflator Cap”).
- **Control Services** costs are equally shared among the 4 geographic Control Districts. Each Contracting Party located within a Control District is allocated a share of Control District costs based 50% on the Party’s relative share of total Calls for Service within the Control District and 50% on its relative share of total population within the Control District.
- **Shelter Services** costs are allocated among all Contracting Parties based 50% on their relative population and 50% on the total shelter intake of animals attributable to each Contracting Party, except that Cities contracting for shelter services with PAWS will pay only a population-based charge and that charge will be one-half the regular shelter services cost population component payable by other Cities.
- **Licensing Services** costs are allocated between all Contracting Parties based 50% on their relative population and 50% on the number of licenses issued to residents of each Contracting Party.
- **Licensing revenue** is to be attributed based on the residency of the individual purchasing the license. The amount of licensing revenue estimated to be generated from the **Transitional Licensing Revenue Support Services** (per Section 7 of the Agreement) is included in the calculation of the Estimated 2010 Payment.
- Each Estimated Payment covers the cost of six months of Animal Services.
- Three credits are applicable to various cities to reduce the amount of their Estimated Payments: a **Transition Funding Credit** (for cities with high per-capita costs); a **Resident Usage Credit** (for cities with low usage as compared to population); and an **Impact Mitigation Credit** (for cities whose projected costs were most impacted by decisions as of May 5 of certain cities not to participate in the regional Agreement). Application of these Credits is limited such that the Estimated Payment cannot fall below zero (before or after the annual reconciliation calculation) with respect to the Transition Funding Credit, or below \$2,750 or \$2,850 (both amount are annualized) with respect to the Resident Usage Credit and Impact Mitigation Credit (depending on whether Bothell received Animal Services in the Service Year).
- Estimated Payments are reconciled to reflect actual revenues and actual usage as well as changes in population. The reconciliation calculation occurs in June of the year following the Service Year. The reconciliation calculation and payment process is described in **Exhibit D**. The receipt of Transition Funding Credits,

Resident Usage Credits, or Impact Mitigation Credits can never result in the amount of the Estimated Payments as reconciled falling below the limits described in the paragraph above (\$0, \$2,750 or \$2,875 (annualized), depending on the credit and whether Bothell received service under an Agreement during the Service Year).

Exhibit D: Reconciliation

The purpose of the reconciliation is to adjust payments made for a Service Year to reflect actual use, population, licensing rates, licensing revenue and non-licensing revenue all as compared to the initial calculation of Estimated Payments. A reconciliation calculation is made each June using the same formulas from Exhibit C but substituting actual values. If the calculation shows that the City's actual use was greater than its estimated use, the City will remit the difference to the County by August 15. If the reverse is true, the County will remit the difference to the City by such date.

Exhibit E: (Optional) Enhanced Control Services Contract

Cities may purchase enhanced control service. Service hours requested (alone or in combination with other cities) must equal work for at least a half-time equivalent employee or a full time equivalent (or multiples thereof). Attachment A to Exhibit E is a short form for Cities to complete if they wish to request enhanced service.

Animal Services Interlocal Agreement

This AGREEMENT is made and entered into this 1st day of July, 2010, by and between KING COUNTY, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and the City of Black Diamond, a Washington municipal corporation (the "City").

WHEREAS, the provision of animal control, sheltering and licensing services protects public health and safety and promotes animal welfare; and

WHEREAS, providing such services on a regional basis allows for enhanced coordination and tracking of regional public and animal health issues, consistency of regulatory approach across jurisdictional boundaries, economies of scale, and ease of system access for the public; and

WHEREAS, the City pursuant to the Interlocal Cooperation Act (RCW Chapter 39.34) , is authorized and desires to contract with the County for the performance of Animal Services; and

WHEREAS, the County is authorized by the Interlocal Cooperation Act, Section 120 of the King County Charter and King County Code 11.02.030 to render such services and is willing to render such services on the terms and conditions hereinafter set forth; and

WHEREAS, the County is offering a similar form of Animal Services Interlocal Agreement to all cities in King County other than the City of Seattle, and has received a statement of intent to sign such agreement from all Cities listed in Exhibit C-1 to this Agreement;

NOW THEREFORE, in consideration of the promises, covenants and agreements contained in this Agreement, the parties agree as follows:

1. **Definitions.** Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
 - a. **"Agreement"** means this Animal Services Interlocal Agreement between the Parties including any and all Exhibits hereto, unless the context clearly indicates an intention to reference all such Agreements by and between the Contracting Parties.
 - b. **"Animal Services"** means Control Services, Shelter Services and Licensing Services combined, as these services are described in **Exhibit A**.

- c. **"Enhanced Control Services"** are additional Control Services that the City may purchase under certain terms and conditions as described in **Exhibit E** (the "Enhance Control Services Contract").
 - d. **"Contracting Cities"** means all cities that are parties to an Animal Services Interlocal Agreement that has gone into effect as of July 1, 2010, per Section 15.
 - e. **"Parties"** means the City and the County.
 - f. **"Contracting Parties"** means all Contracting Cities and the County.
 - g. **"Estimated Payment"** means the amount the City is estimated to owe to the County for the provision of Animal Services over a six month period per the formulas set forth in **Exhibit C**. The Estimated Payment calculation may result in a credit to the City payable by the County.
 - h. **"Preliminary Estimated 2010 Payment"** means the preliminary estimate of the amount that will be owed by (or payable to) each Contracting Party on January 15, 2011, as shown on **Exhibit C-1**.
 - i. **"Final Estimated 2010 Payment"** means the amount finally determined and owed by each Contracting Party, on January 15, 2011, based on the number of Contracting Cities with respect to which the Agreement goes into effect per Section 15.
 - j. **"Control District"** means one of the four geographic areas delineated in **Exhibit B** for the provision of Animal Control Services.
 - k. **"Reconciliation Adjustment Amount"** means the amount payable each August 15 (commencing 2011) by either the City or County as determined per the reconciliation process described in **Exhibit D** in order to reconcile the Estimated Payments made for the prior Service Year as compared to actual cost, revenue, population and usage data for such Service Year, so that Cities pay for Animal Services based on actual (rather than estimated) data.
 - l. **"Service Year"** means the calendar year in which Animal Services are or were provided; *provided that* in 2010, the Service Year is the period from July 1, 2010 – December 31, 2010.
2. **Services Provided.** The County will provide the City with Animal Services described in **Exhibit A**. The County will perform these services consistent with governing City ordinances adopted in accordance with Section 3. In providing such Animal Services consistent with **Exhibit A**, the County shall have sole discretion as to the staffing assigned to receive and dispatch calls and shall be the sole judge as to the most expeditious, efficient and effective manner of handling and responding to calls for Animal Services. Except as set forth in Section 9 (Indemnification and Hold Harmless), services to be provided by the County pursuant to this Agreement

do not include legal services, which shall be provided by the City at its own expense.

- a. Enhanced Control Services. The City may request Enhanced Control Services by completing and submitting Exhibit E to the County at any time before August 1, 2011. Enhanced Services will be provided subject to the terms and conditions described in **Exhibit E**. As further detailed in **Exhibit E**, if a request for Enhanced Control Service is made after the commencement of this Agreement, the County shall decide when and if the service begins based on the necessity for and ability of the County to hire additional staff to provide the service and the increment of service requested.

3. City Obligations.

- a. Animal Regulatory Codes Adopted. The City shall promptly enact an ordinance or resolution that includes license, fee, penalty, enforcement, impound/ redemption and sheltering provisions that are substantially the same as those of Title 11 King County Code as now in effect or hereafter amended (hereinafter "the City Ordinance"). The City shall advise the County of any City animal care and control standards that differ from those of the County.
- b. Authorization to Act on Behalf of City. The City authorizes the County to act on its behalf in undertaking the following:
 - i. Determining eligibility for and issuing licenses under the terms of the City Ordinance, subject to the conditions set forth in such laws.
 - ii. Enforcing the terms of the City Ordinance, including the power to issue enforcement notices and orders and to deny, suspend or revoke licenses issued thereunder.
 - iii. Conducting administrative appeals of those County licensing determinations made and enforcement actions taken on behalf of the City. Such appeals shall be considered by the King County Board of Appeals unless either the City or the County determines that the particular matter should be heard by the City.
 - iv. Nothing in this Agreement is intended to divest the City of authority to independently undertake such enforcement actions as it deems appropriate to respond to alleged violations of City ordinances.
- c. Cooperation and Licensing Support. The City will assist the County in its efforts to inform City residents regarding animal codes and regulations and licensing requirements and will promote the licensing of pets by City residents through various means as the City shall reasonably determine, including but not limited to offering the sale of pet licenses at City Hall, mailing information to residents (using existing City communication

mechanisms such as utility bill inserts or community newsletters) and posting a weblink to the County's animal licensing program on the City's official website. The City will provide accurate and timely records regarding all pet license sales processed by the City to the County; all proceeds of such sales shall be remitted to the County by the City on a quarterly basis (no later than each March 31, June 30, September 30, and December 31).

4. **Term.** This Agreement will take effect on July 1, 2010 and unless extended pursuant to Subparagraph 4.a below, shall remain in effect for a term of two and one-half years ending on December 31, 2012. *Notwithstanding anything in this section to the contrary*, this Agreement shall remain in effect for only 60 days if the Minimum Contracting Requirements in Section 15 (Terms to Implement Agreement) are not met. The Agreement may not be terminated for convenience.

a. Extension of Term.

- i. Automatic Extension of Agreement. This Agreement shall be automatically extended for an additional two year term, ending on December 31, 2014; provided that such an automatic extension shall not occur if any Contracting Party has provided a written Notice of Intent to Not Automatically Extend as provided in subsection (ii) below.
- ii. Notice of Intent to Not Automatically Extend. Any Party may chose to not automatically extend its Agreement by providing a written notice of such intent to the other Party no later than May 1, 2012. The County will include a written reminder of this May 1 deadline when providing the City notice of its 2012 Estimated Payments (notice due December 15, 2011 per Section 5).
- iii. Process for Agreed Extension. Upon receiving or issuing a Notice of Intent to Not Automatically Extend pursuant to subsection (ii), the County shall arrange for the Contracting Parties to meet no later than June 1, 2012, in order to confer on whether they wish to extend their respective Agreements given revised costs and other implications resulting from the potential reduced number of Contracting Parties. Contracting Parties wishing to extend their respective Agreements through December 31, 2014 may mutually agree in writing to do so by no later than July 1, 2012. Absent such an agreed extension, the Agreement shall terminate on December 31, 2012.

5. **Compensation.** The County will develop an Estimated Payment calculation for each Service Year using the formulas described in **Exhibit C**, and shall transmit the

payment information to the City according to the schedule described below. The County will also calculate and inform the City as to the Reconciliation Adjustment Amount on or before June 30 of each year, as described in Section 6 below and **Exhibit D**, in order to reconcile the Estimated Payments made by the City in the prior Service Year. The City (or County, if applicable) will pay the Estimated Payment, and any applicable Reconciliation Adjustment Amounts, as and when described as follows (a list of all payment-related notices and dates is included at **Exhibit C-7**):

- a. Service Year 2010: Animal Services Provided from July 1 through December 31, 2010. On or before August 1, 2010, the County shall provide notice to each Contracting Party of the Final Estimated 2010 Payment schedule. The Final Estimated 2010 Payment will be derived from the Preliminary Estimated 2010 Payment Amount set forth in **Exhibit C-1**, adjusted based on the final Contracting Cities. The City shall pay the County the Final Estimated 2010 Payment on or before January 15, 2011; provided that, if the calculation of the Final Estimated 2010 Payment shows the City is entitled to receive a payment from the County, the County shall pay the City the amount owing on or before such date. The County will issue a notice of the City's Reconciliation Adjustment Amount for Service Year 2010 on or before June 30, 2011. The Reconciliation Adjustment Amount shall be payable on or before August 15, 2011.
- b. Service Years after 2010.
 - i. Initial Estimate by August 1. To assist the City with its budgeting process, the County shall provide the City with a non-binding, preliminary estimate of the Estimated Payments for the upcoming Service Year on or before each August 1.
 - ii. Estimated Payment Determined by December 15. The Estimated Payment amounts for the upcoming Service Year will be determined by the County following adoption of the County's budget and applying the formulas in **Exhibit C**. The County will by December 15 provide written notice to all Contracting Parties of the schedule of Estimated Payments for the upcoming Service Year.
 - iii. Estimated Payments Due Each June 15 and December 15. The City shall pay the County the Estimated Payment Amount on or before each June 15 and December 15. If the calculation of the Estimated Payment shows the City is entitled to receive a payment from the County, the County shall pay the City such amount on or before each June 15 and December 15.

- iv. The Reconciliation Adjustment Amount for the prior Service Year shall be payable on or before August 15 of the following calendar year, as described in Section 6.
 - v. If a Party fails to pay an Estimated Payment or Reconciliation Adjustment Amount within 15 days of the date owed, the Party owed shall notify the owing Party which shall have ten (10) days to cure non-payment. In the event the Party fails to cure its nonpayment, the amount owed shall accrue interest thereon at the rate of 1% per month from and after the original due date and, in the event the nonpaying Party is the City, the County at its sole discretion may withhold provision of Animal Services to the City until all outstanding amounts are paid. In the event the nonpaying Party is the County, the City may withhold future Estimated Payments until all outstanding amounts are paid. Each Party may examine the other's books and records to verify charges.
 - vi. Unless the Parties otherwise direct, payments shall be submitted to the addresses noted at Section 14.h.
 - c. Payment Obligation Survives Expiration or Termination of Agreement. The obligation of the City (or as applicable, the County), to pay an Estimated Payment Amount or Reconciliation Adjustment Amount for a Service Year included in the term of this Agreement shall survive the Expiration or Termination of this Agreement. For example, if this Agreement terminates on December 31, 2010, the Final Estimated 2010 Payment is nevertheless due on or before January 15, 2011, and the Reconciliation Adjustment Amount shall be payable on or before August 15, 2011.
 - d. The Parties agree the payment and reconciliation formulas in this Agreement (including all Exhibits) are fair and reasonable.
6. **Reconciliation of Estimated Payments and Actual Costs and Revenues.** In order that the Contracting Parties share costs of the regional Animal Services system based on their actual, rather than estimated, use of Animal Services, there will be an annual reconciliation of actual costs and usage. Specifically, on or before June 30 of each year, the County will reconcile amounts owed under this Agreement for the prior Service Year by comparing each Contracting Party's Estimated Payments to the amount derived by recalculating the formulas in **Exhibit C** using actual cost, revenue, usage and population data for such Service Period as detailed in **Exhibit D**. The County shall provide the results of the reconciliation to all Contracting Parties in writing on or before June 30. The Reconciliation Adjustment Amount shall be payable on August 15 of the then current year, regardless of the prior termination of the Agreement as per Section 5.c.

7. **Transitional Licensing Revenue Support Services.** The County will provide enhanced licensing marketing services in 2010 as described in this section to the five cities with the lowest per-capita rates of licensing revenue shown on **Exhibit C-5** (the "Licensing Revenue Support Cities"), but any such city shall receive these services only if the effective term (determined per Section 15) of its specific Agreement is for two- and one half years.
- a. The marketing support services include, on a "per unit" basis, approximately \$20,000 in County staff and materials support (which may include use of volunteers or other in-kind support) and is estimated to generate 1,250 new licenses (equivalent to approximately \$30,000 in licensing revenue).
 - i. Licensing Revenue Support Cities over 100,000 in population will each receive two units of enhanced licensing marketing support.
 - ii. Licensing Revenue Support Cities less than 100,000 in population will share in one unit of enhanced licensing marketing support.
 - b. Receipt of a unit of licensing revenue support is subject to the receiving City providing in-kind services, including but not limited to: assisting in communication with City residents; publicizing any canvassing efforts the Parties have agreed should be implemented; assistance in recruiting canvassing staff, if applicable; and providing information to the County to assist in targeting its canvassing activities, if applicable.
8. **Mutual Covenants/Independent Contractor.** Both Parties understand and agree that the County is acting hereunder as an independent contractor with the intended following results:
- a. Control of County personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County;
 - b. All County persons rendering service hereunder shall be for all purposes employees of the County, although they may from time to time act as commissioned officers of the City;
 - c. The County contact person for the City regarding citizen complaints, service requests and general information on animal control services is the Manager of Regional Animal Services.
9. **Indemnification and Hold Harmless.**
- a. City Held Harmless. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them

relating to or arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

- b. County Held Harmless. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- c. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part as a result of the application of City ordinances, policies, rules or regulations that are either in place at the time this Agreement takes effect or differ from those of the County; or that arise in whole or in part based upon any failure of the City to comply with applicable adoption requirements or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- d. Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's

immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

10. **Dispute Resolution.** Whenever any dispute arises between the Parties or between the Contracting Parties under this Agreement which is not resolved by routine meetings or communications, the disputing parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. The meeting shall include the Chief Executive Officer (or his/her designee) of each party involved in the dispute and the Manager of the Regional Animal Services Program. If the parties do not come to an agreement on the dispute, any party may pursue mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties to the dispute shall share equally the costs of mediation and assume their own costs.
11. **Joint City-County Committee and Collaborative Initiatives.** A committee composed of 3 county representatives (appointed by the County) and one representative from each City that has signed a like Agreement and chooses to appoint a representative shall meet not less than twice each year. Committee members may not be elected officials. The Committee shall review service issues and make recommendations regarding efficiencies and improvements to services and shall review and make recommendations regarding the conduct and findings of the collaborative initiatives identified below. Subcommittees to focus on individual initiatives may be formed, each of which shall include membership from both county and city members of the Joint City-County Committee. Recommendations of the Joint City-County Committee are non-binding. The collaborative initiatives to be explored shall include:
 - a. Proposals to update animal services codes, including fees and penalties, as a means to increase revenues and incentives for residents to license, retain, and care for pets.
 - b. Exploring the practicability of engaging a private for-profit licensing system operator.
 - c. Pursuing linkages between County and private non-profit shelter and rescue operations to maximize opportunities for pet adoption, reduction in homeless pet population, and other efficiencies.

- d. Promoting licensing through joint marketing activities of cities and the County, including recommending where the County's marketing efforts will be deployed each year.
- e. Exploring options for increasing service delivery efficiencies across the board.
- f. Studying options for repair and/or replacement of the Kent Shelter.
- g. Reviewing results of a compensation and classification study which the County agrees to complete by July 1, 2011, benchmarking the County's Animal Services staffing policies as compared to other publicly operated animal services systems.
- h. Review the results of the County's calculation of the Reconciliation Adjustment Amounts.
- i. Reviewing preliminary proposed budgets for Animal Services.
- j. Providing input into the formatting, content and details of periodic system reports as per Section 12 of this Agreement.
- k. Reviewing and providing input on proposed Animal Services operational initiatives.

12. **Reporting.** The County will provide the City with an electronic report not less than twice each year summarizing call response and system usage data for each of the Contracting Cities and the County and the Animal Services system. The formatting, content and details of the report will be developed in consultation with the Joint City-County Committee.

13. **Amendments.** Any amendments to this Agreement must be in writing. This Agreement may be amended upon approval of the County and at least two thirds (66%) of the legislative bodies of all other Contracting Parties to this Agreement (in both number and in the percentage of the prior total Estimated Payments owing from such Contracting Parties in the then current Service Year), evidenced by the authorized signatures of such approving Parties as of the effective date of the amendment; *provided that* any amendment to this Agreement affecting the Party contribution responsibilities, hold harmless and indemnification requirements, provisions regarding duration, termination or withdrawal, or the conditions of this Section shall require consent of the legislative authorities of all Parties.

14. **General Provisions.**

- a. Other Facilities. The County reserves the right to contract with other shelter service providers for housing animals received from within the City or from City residents, whose levels of service meet or exceed those at the County

shelter for purposes of addressing shelter overcrowding or developing other means to enhance the effectiveness, efficiency or capacity of the animal care and sheltering system within King County.

- b. Severability. The invalidity of any clause, sentence, paragraph, subdivision, section or portion thereof, shall not affect the validity of the remaining provisions of the Agreement.
- c. Survivability. Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 9 (Indemnification and Hold Harmless) shall remain operative and in full force and effect, regardless of the withdrawal or termination of this Agreement.
- d. Waiver and Remedies. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Failure to insist upon full performance of any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.
- e. Grants. Both Parties shall cooperate and assist each other toward procuring grants or financial assistance from governmental agencies or private benefactors for reduction of costs of operating and maintaining Animal Services programs and the care and treatment of animals in those programs.
- f. Force Majeure. In the event either Party's performance of any of the provisions of this Agreement becomes impossible due to war, civil unrest, and any natural event outside of the Party's reasonable control, including fire, storm, flood, earthquake or other act of nature, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.
- g. Entire Agreement. This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- h. Notices. Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement shall be delivered by certified mail, return receipt requested or by personal service to the following person:

For the City: City of Black Diamond
 PO Box 599
 Black Diamond, WA 98010

For the County: Caroline Whalen, Director
King County Dept. of Executive Services
401 Fifth Avenue, Suite 610
Seattle WA. 98104

- i. Assignment. No Party may sell, transfer or assign any of its rights or benefits under this Agreement without the approval of the other Party.
 - j. Venue. The Venue for any action related to this Agreement shall be in Superior Court in and for King County, Washington.
 - k. Records. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection and review by the County or City for such period as is required by state law (Records Retention Act, Ch. 40.14 RCW) but in any event for not less than 1 year following the expiration or termination of this Agreement.
 - l. No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.
 - m. Counterparts. This Agreement and any amendments thereto, shall be executed on behalf of each Party by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. The Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.
15. **Terms to Implement Agreement.** Because it is unknown how many parties will ultimately approve the Agreement, and participation of each Contracting Party impacts the costs of all other Contracting Parties, the Agreement will go into effect for the full proposed two and a half year term only if certain Minimum Contracting Requirements are met or waived as described in this section; *provided further*, that if such conditions are not met, then the Agreement will go into effect for a six month term per subparagraph (c) or a 60-day emergency period as provided for below under subparagraph (d). The Minimum Contracting Requirements include:
- a. **For both the City and the County:**
 - i. **2010 Payment Test:** The Final Estimated 2010 Payment, calculated including the County and all Cities that have executed the Agreement prior to July 1, 2010 (regardless of whether such Contracting Parties have opted for a 6 month or 2.5 year initial term), does not exceed the Preliminary Estimated 2010 Payment as set forth in **Exhibit C-1** by more than five percent (5%) or \$3,500, whichever is greater. Either Party may waive its failure to meet this test in order to allow the Agreement to go into effect for the 6 month term.

- ii. **Implied 2011 Payment Test:** In addition, if the City has agreed to an initial term of 2.5 years, the Final Estimated 2010 Payment, calculated including the County and those Cities that have similarly opted for an Initial Term of 2.5 years, does not exceed the Preliminary Estimated 2010 Payment shown for the Party in **Exhibit C-1(A)** by more than five percent (5%) or \$3,500, whichever is greater. Either Party may waive its failure to meet this test in order to allow the Agreement to go into effect for the 2.5 year term.
- b. **For the County:** the **Minimum Contiguity of Service Condition** must be met, such that the County is only obligated to enter into the Agreement if the County will be providing Animal Services in areas contiguous to the City, whether by reason of having an Agreement with another City or due to the fact that the City is contiguous to unincorporated areas (excluding unincorporated islands within the City limits). The Minimum Contiguity of Service Condition may be waived by the County in its sole discretion.
- c. **Term of Agreement Limited to Six Months if Implied 2011 Payment Test Not Met:** If the County's Minimum Contiguity of Service Requirement is met or waived by the County and the 2010 Payment Test with respect to both Parties is met or waived, but the 2011 Test is **not** met or waived for both Parties, then the Agreement shall take effect for a term of only six months (expiring December 31, 2010).
- d. **Emergency 60-day agreement.** Notwithstanding the foregoing, if the 2010 Payment Test is not met, then regardless of whether the County's Minimum Contiguity of Service Requirement is met, this Agreement shall go into effect on July 1, 2010, on an emergency basis for a period of 60-days, terminating August 31, 2010. The City shall by January 15, 2011, pay the Final Estimated 2010 Payment calculated in accordance with Section 6.a, pro-rated to reflect the 60 day (rather than 6-month) term, provided further that there will be no reconciliation of the Estimated Payment amounts so paid.

16. **Administration.** This Agreement shall be administered by the County Administrative Officer or his/her designee, and by Rebecca Olness, Mayor, or her designee.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of July 1, 2010.

King County

City of Black Diamond

Dow Constantine
King County Executive

Rebecca Olness
Mayor

Date

Date

Approved as to Form:

Approved as to Form:

King County
Deputy Prosecuting Attorney

City Attorney

Date

Date

List of Exhibits

Exhibit A: Animal Services Description

Exhibit B: Control Services District Map Description

Exhibit B-1: Map of Control Service District, as initially applicable

Exhibit B-2: Map of Control Service Districts beginning January 1, 2011

Exhibit C: Calculation of Estimated Payments

Exhibit C-1: Preliminary Estimated 2010 Payment (*Annualized*) (*showing participation only by those jurisdictions that have expressed interest as of May 27, 2010 in contracting for either 6 months or 2.5 years*)

Exhibit C-1(A): “Implied 2011” Estimated Payments for purposes of Section 15.a.2 (*2010 Estimated Payment (Annualized) showing participation only of those jurisdictions that indicated they are seeking a 2.5 year Agreement—Actual Estimated 2011 Payments will be different, based on adjustments for 2011 Budgeted Total Allocable Costs, revised Revenue estimates, and application of Budget Inflation Cap*)

Exhibit C-2: Population, Calls for Service, Shelter Use and Licensing Data for Jurisdictions, Used to Derive the Preliminary and Final Estimated 2010 Payment

Exhibit C-3: Calculation of Budgeted Total Allocable Animal Services Costs, Budgeted Total Non-Licensing Revenue and Budget Net Allocable Animal Services Costs for 2010

Exhibit C-4: Transition Credit, Resident Usage Credit and Impact Mitigation Credit Calculation and Allocation

Exhibit C-5: Cities receiving Transitional Licensing Revenue Support in 2010

Exhibit C-6: Summary of Calculation Periods for Use and Population Components

Exhibit C-7: Payment and Calculation Schedule

Exhibit D: Reconciliation

**Exhibit D-1: Calculation of Support Cost Adjustment Factor
Associated with Enhanced Control Service ("O")**

Exhibit E: Enhanced Control Services Contract (Optional)

Exhibit A
Animal Service Description

Part I: Control Services

Control Services include the operation of a public call center, the dispatch of animal control officers in response to calls, and the handling of calls in the field by animal control officers, including the collection and delivery of animals to the Kent Shelter (or such other shelters as the County may utilize in accordance with this Agreement).

1. Call Center

- a. The County will operate an animal control call center Monday through Friday every week (excluding holidays and County-designated furlough days, if applicable) for a minimum of eight hours per day (normal business hours). The County may adjust the days of the week the call center operates based on the final choice of Control District service days.
- b. The animal control call center will provide callers with guidance, education, options and alternative resources as possible/appropriate.
- c. When the call center is not in operation, callers will hear a recorded message referring them to 911 in case of emergency, or if the event is not an emergency, to either leave a message or call back during regular business hours.

2. Animal Control Officers

- a. The County will divide the area receiving Control Services into Control Districts. Each of the geographic Control Districts, as shown on **Exhibit B** will be staffed with one Animal Control Officer (ACO) five consecutive days-per-week (such days to be selected by the County) for not less than eight hours per-day ("Regular ACO Service Hours"), subject to the limitations provided in this Section. Except as the County may in its sole discretion determine is necessary to protect officer safety, Animal Control Officers shall be available for responding to calls within their assigned Control District and will not be generally available to respond to calls in other Control Districts. **Exhibit B-1** shows the map of Control Districts for the period from July 1 through December 31, 2010; **Exhibit B-2** shows the map of Control Districts for the period after 2010. The daily eight-hour service period shall be determined by the County and shall start not earlier than 7 a.m. and end not later than 7 p.m. Countywide, the County will have a total of not less than 6 Animal Control Officers (Full-Time Equivalent employees) on staff to maximize the ability of the County to staff each Control District notwithstanding vacation, sick-leave, and other absences, and to respond to high workload areas on a day-to-day basis. While the Parties recognize that

the County may at times not be able to staff all Control Districts as proposed given unscheduled sick leave or vacancies, the County will make its best efforts to establish regular hourly schedules and vacations for Animal Control Officers in order to minimize any such gaps in coverage. In the event of extended absences among the 6 Animal Control Officers, the County will re-allocate remaining Animal Control Officers as practicable in order to balance the hours of service available in each Control District.

- b. Control District boundaries have been designed to balance work load, correspond to jurisdictional boundaries and facilitate expedient transportation access across each district. The County will provide for a location for Animal Control vehicles to be stationed overnight in both north and south King County.
- c. The County will use its best efforts to ensure that High Priority Calls are responded to by an Animal Control Officer during Regular ACO Service Hours on the day such call is received. The County shall retain full discretion as to the order in which High Priority calls are responded. High Priority Calls include those calls that pose an emergent danger to the community, including:
 - 1. Emergent animal bite,
 - 2. Emergent vicious dog,
 - 3. Emergent injured animal,
 - 4. Police assist calls—(police officer on scene requesting assistance from an Animal Control Officer),
 - 5. Emergent loose livestock or other loose or deceased animal that poses a potential danger to the community, and
 - 6. Emergent animal cruelty.
- d. Lower priority calls include all calls that are not High Priority Calls. These calls will be responded to by the call center staff over the telephone, referral to other resources, or by dispatching of an Animal Control Officer as necessary or available, all as determined necessary and appropriate in the sole discretion of the County. Particularly in the busier seasons of the year (spring through fall), lower priority calls may only receive a telephone response from the Call Center. Lower Priority calls are non-emergent requests for service, including but not limited to:
 - 1. Non-emergent high priority events,
 - 2. Patrol request – (Animal Control Officer requested to patrol a specific area due to possible code violations),
 - 3. Trespass,
 - 4. Stray Dog/Cat/other animal confined,
 - 5. Barking Dog,

6. Leash Law Violation,
 7. Deceased Animal,
 8. Trap Request,
 9. Female animal in season, and
 10. Owner's Dog/Cat/other animal confined.
- e. In addition to the Animal Control Officers serving specific districts, the following Control Service resources will be available on a shared basis for all Parties and shall be dispatched as deemed necessary and appropriate by the County.
 1. An animal control sergeant will provide oversight of and back-up for Animal Control Officers five days per week at least 8 hours/day (subject to vacation/sick leave/training/etc.).
 2. An Animal Cruelty Sergeant will be on staff at least 40 hours per week to respond to animal cruelty cases and prepare related reports (subject to vacation/sick leave/training/etc.).
 3. Two Animal Control Officers will be on call every day at times that are not Regular ACO Service Hours (including the two days per week that are not included within Regular ACO Service Hours), to respond to High Priority Calls posing an extreme life and safety danger, as determined by the County.
 - f. The Parties understand that rural areas of the County will generally receive a less rapid response time from ACOs than urban areas.
 - g. Cities may contract with King County for "Enhanced Control Services" through separate agreement (as set forth in **Exhibit E**).

Part II: Shelter Services

Shelter services include the general care, cleaning and nourishment of owner-released, lost or stray dogs, cats and other animals. Such services shall be provided 7-days per week, 365 days per year at the County's animal shelter in Kent (the "Shelter") or other shelter locations utilized by the County, including related services described in this section. The County's Eastside Pet Adoption Center in the Crossroads area of Bellevue will be closed to the public.

1. Shelter Services

- a. Services provided to animals will include enrichment, exercise, care and feeding, and reasonable medical attention.
- b. The Public Service Counter at the Shelter will be open to the public not less than 30 hours per week and not less than 5 days per week, excluding holidays and County designated furlough days, for purposes of pet redemption, adoption, license sales services and (as may be offered from

time to time) pet surrenders. The Public Service Counter at the shelter may be open for additional hours if practicable within available resources.

- c. The County will maintain a volunteer/foster care coordinator at the Shelter to encourage use of volunteers working at the shelter and use of foster families to provide fostering/transitional care between shelter and permanent homes for adoptable animals.
- d. The County will maintain an animal placement specialist at the Shelter to provide for and manage adoption events and other activities leading to the placement of animals in appropriate homes.
- e. One veterinarian and one veterinarian technician will be scheduled to work at the Shelter six-days per week, during normal business hours. Veterinary services provided include animal exams, treatment and minor procedures, spay/neuter and other surgeries. Limited emergency veterinary services will be available in non-business hours, through third-party contracts, and engaged if and when the County determines necessary.
- f. Targeted animal operating capacity at the Shelter is 7,000 per year. The County will take steps through its operating policies, codes, public fee structures and partnerships to reduce the number of animals and their length of stay in the Shelter, and may at times limit owner-surrenders and field pick-ups, adjust fees and incentivize community-based solutions.

2. Other Shelter services

- a. Dangerous animals will be confined as appropriate/necessary.
- b. Disaster/emergency preparedness for animals will be coordinated regionally through efforts of King County staff.

- 3. Shelter for Cities contracting with PAWS (Potentially including Shoreline, Bothell, Woodinville, Lake Forest Park, Kenmore ("Northern Cities")).** For so long as a Northern City has a contract in effect for sheltering dogs and cats with the Progressive Animal Welfare Society in Lynnwood (PAWS), the County will not shelter dogs and cats picked up within the boundaries of such City(s), except in emergent circumstances and when the PAWS Lynnwood shelter is not available. Dogs and cats picked up by the County within such City(s) will be transferred by the County to the PAWS shelter in Lynnwood for shelter care, which will be provided and funded solely through separate contracts between each Northern City and PAWS, and the County will refer residents of that City to PAWS for sheltering services. The County will provide shelter services for animals other than dogs and cats that are picked up within the boundaries of Northern Cities contracting with PAWS on the same terms and conditions that such shelter services are provided to other Contracting Parties. Except as provided in this Section, the County is under no obligation to drop animals picked up in any Contracting City at any shelter other than the County shelter in Kent.

4. **County Contract with PAWS.** Nothing in this Agreement is intended to preclude the County from contracting with PAWS in Lynnwood to care for animals taken in by control officers in the Northern (#200) district of the County.
5. **Service to Persons who are not Residents of Contracting Cities.** The County will not provide routine shelter services for animals brought in by persons who are not residents of Contracting Cities, but may provide emergency medical care to such animals, and may seek to recover the cost of such services from the pet owner and/or the City in which the resident lives.

Part III: Licensing Services

Licensing services include the operation and maintenance of a unified system to license pets in Contracting Cities.

1. The public will be able to purchase pet licenses in person at the County Licensing Division public service counter in downtown Seattle (500 4th Avenue), King County Community Service Centers and the Kent Animal Shelter during regular business hours. The County will maintain on its website the capacity for residents to purchase pet licenses on-line.
2. The County will seek to engage and maintain a variety of private sector partners (e.g. veterinary clinics, pet stores, grocery stores, city halls, apartment complexes) as hosts for locations where licenses can be sold or promoted in addition to County facilities.
3. The County will furnish licenses and application forms and other materials to the City for its use in selling licenses to the public at City facilities and at public events.
4. The County will publicize reminders and information about pet licensing from time to time through inserts in County mailings to residents and on the County's public television channel.
5. The County will annually mail at least one renewal form, reminder and late notice (as applicable) to the last known addresses of all City residents who purchased a pet license from the County within the previous year (using a rolling 12-month calendar).
6. The County may make telephone reminder calls in an effort to encourage pet license renewals.
7. The County shall mail pet license tags or renewal notices as appropriate to individuals who purchase new or renew their pet licenses.
8. The County will maintain a database of pets owned, owners, addresses and violations.
9. The County will provide limited sales and marketing support in an effort to maintain the existing licensing base and increase future license sales. The County

reserves the right to determine the level of sales and marketing support provided from year to year in consultation with the Joint City-County Committee. The County will work with any City in which door-to-door canvassing takes place to reach agreement with the City as to the hours and locations of such canvassing.

Exhibit B: Control Service District Map

The attached map (**Exhibit B-1**) shows the boundaries of the 4 Control Service Districts as established at the commencement of this Agreement. **Exhibit B-2** shows the proposed boundaries for the Control Service Districts to be established effective January 1, 2011.

The cities and towns included in each Control District are as follows:

<u>District #200 (Northern District)</u> Shoreline Lake Forest Park Kenmore Bothell (only through December 31, 2010) Woodinville Kirkland Redmond Duvall Carnation Sammamish	<u>District #220 (Eastern District)</u> Bellevue Mercer Island Yarrow Point Clyde Hill Town of Beaux Arts Issaquah Snoqualmie North Bend Newcastle
<u>District #240 (Western District)</u> Tukwila SeaTac Kent	<u>District #260 (Southern District)</u> Auburn Covington Maple Valley Black Diamond Enumclaw

The Districts shall each include portions of unincorporated King County as illustrated on the **Exhibits B-1 and B-2**.

1

2

Exhibit B-1

The Control District Map, applicable through December 31, 2010

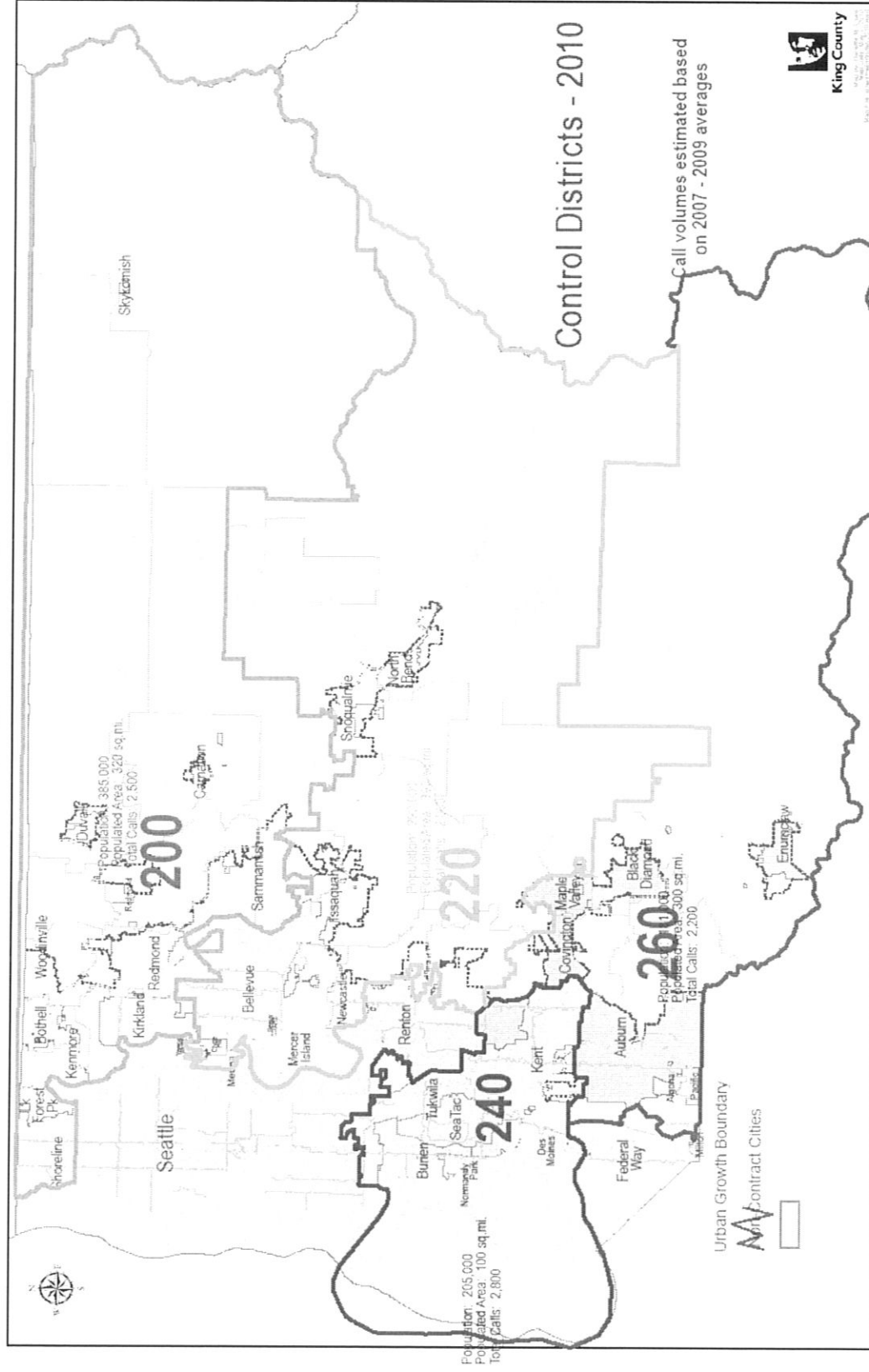


Exhibit B-2
Control District Map – applicable January 2011 and Beyond

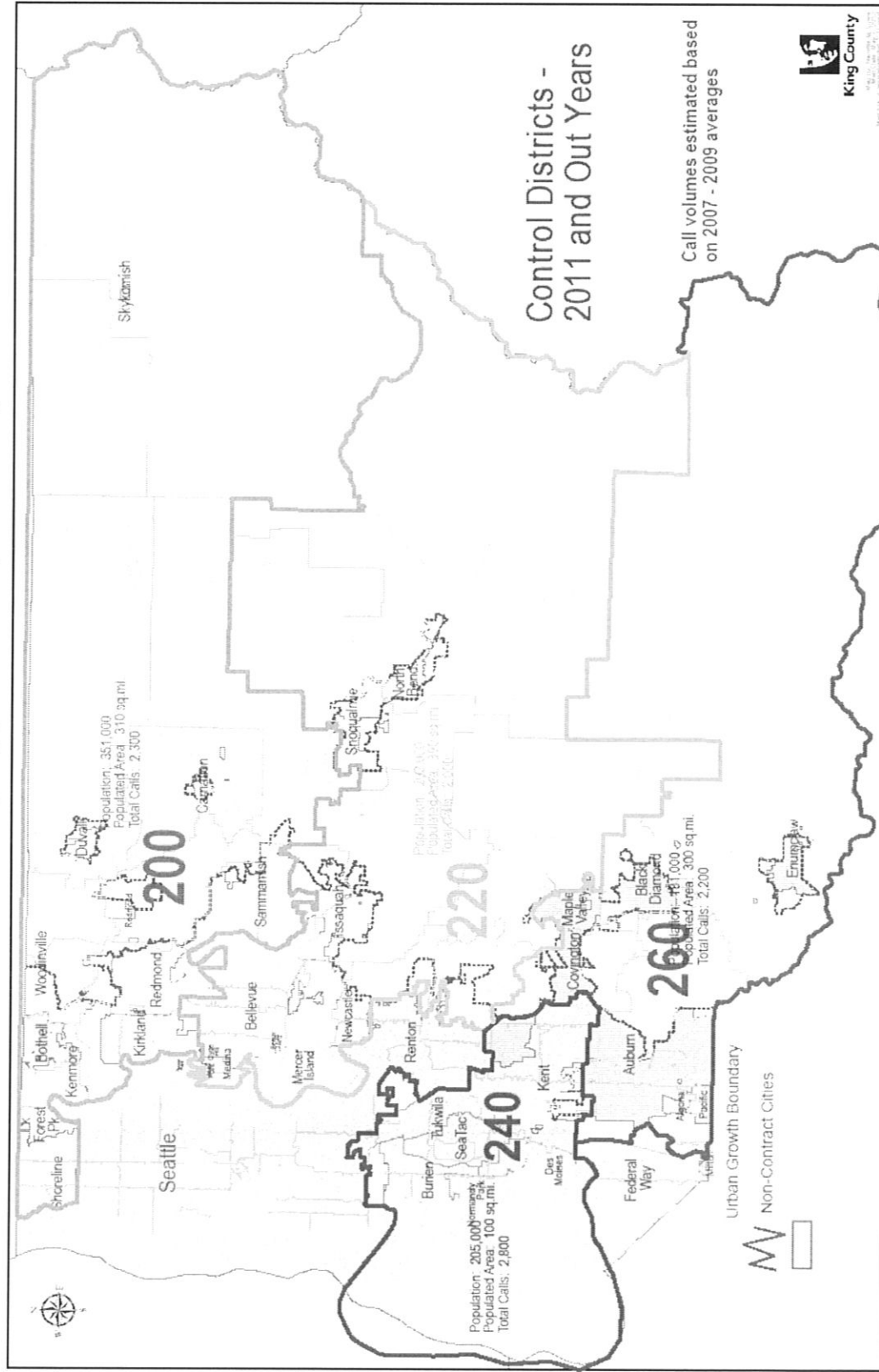


Exhibit C

Calculation of Estimated Payments

The Estimated Payment is the amount, before reconciliation, owed by the City to the County (or owed by the County to the City if the amount calculated is less than \$0) for the provision of six months of Animal Services, based on the formulas below.

In summary and subject to the more detailed descriptions herein:

- Control Services costs are to be equally shared among the 4 geographic Control Districts. Each Contracting Party located within a Control District is to be allocated a share of Control District costs based 50% on the Party's relative share of total Calls for Service within the Control District and 50% on its relative share of total population within the Control District.
- Shelter Services costs are to be allocated among all Contracting Parties based 50% on their relative population and 50% on the total shelter intake of animals attributable to each Contracting Party, except that cities contracting for shelter services with PAWS will pay only a population-based charge and that charge will be one-half the regular shelter services cost population component payable by other cities; and
- Licensing Services costs are to be allocated between all Contracting Parties, based 50% on their relative population and 50% on the number of licenses issued to residents of each Contracting Party.
- Licensing revenue is to be attributed based on the residency of the individual purchasing the license.
- Each Estimated Payment covers the cost of six months of Animal Services.
- Three credits are applicable to various cities to reduce the amount of their Estimated Payments: a Transition Funding Credit (for cities with high per-capita costs); a Resident Usage Credit (for cities with low usage as compared to population); and an Impact Mitigation Credit (for cities whose projected costs were most impacted by decisions of certain cities not to participate in the regional Agreement). Application of these Credits is limited such that the Estimated Payment cannot fall below zero (before or after the annual reconciliation calculation) with respect to the Transition Funding Credit, or below \$2,750 or \$2,850 (both amounts are annualized) with respect to the Resident Usage Credit and

Impact Mitigation Credit (depending on whether Bothell received Animal Services in the Service Year being reconciled).

- Estimated Payments are reconciled to reflect actual revenues and actual usage as well as changes in population. The reconciliation calculation occurs in June of the following calendar year. The reconciliation calculation and payment process is described in **Exhibit D**. The receipt of Transition Funding Credits, Resident Usage Credits, or Impact Mitigation Credits can never result in the amount of the Estimated Payments as reconciled falling below the limits described in the paragraph above (\$0, \$2,750 or \$2,875 (annualized), depending on the credit and whether Bothell received service under an Agreement during the Service Year).

Estimated Payment Formula:

$$EP = [EC + ES + EL - ER - T - U - M] \div 2$$

Where:

“EP” is the Estimated Payment. For Cities receiving a Transition Credit, Resident Usage Credit or Impact Mitigation Credit, the value of EP may not be less than the amounts prescribed in **Exhibit C-4**.

“EC” is the City’s share of the Budgeted Net Allocable Control Services Cost for the Service Year. See formula below for deriving “EC.”

“ES” is the City’s share of the Budgeted Net Allocable Shelter Services Cost for the Service Year. See formula below for deriving “ES.”

“EL” is the City’s share of the Budgeted Net Allocable Licensing Services Cost for the Service Year. See formula below for deriving “EL.”

“ER” is Estimated Licensing Revenue attributable to the City. For purposes of determining the Estimated Payment in Years 2010 and 2011, ER is derived from the number of each type of active license issued to City residents in years 2009 (the “Calculation Period”) shown on **Exhibit C-2**. For Service Year 2010, that number is multiplied by the cost of those licenses in 2009¹, resulting in the estimated values for Service Year 2010 shown on

¹ 2009 licensing types and costs used for purposes of calculating Estimated Licensing Revenue per jurisdiction in Exhibit C-1 include: Cat and Dog, Altered (spayed or neutered)-- \$30; Cat and Dog, Unaltered-- \$90; Cat and Dog, Juvenile (less than 6 months in age) -- \$5; Dog, Senior (over 65)owner -- \$20; Cat, Senior

Exhibit C-1, and then adding the amount of revenue estimated to be derived as a result of the Transitional Licensing Support Services in 2010 to those five Cities identified in **Exhibit C-5** (the estimated Transitional Licensing Support Services revenue is also shown on **Exhibit C-1**). License Revenue that cannot be attributed to a specific Party (e.g., License Revenue associated with incomplete address information), which generally represents a very small fraction of overall revenue, is allocated amongst the Parties based on their respective percentages of ER as compared to Total Licensing Revenue.

"T" is the **Transition Funding Credit**, if any, allocable to the City for each Service Year, calculated per **Exhibit C-4**; *provided however*, a City identified in **Exhibit C-4** is only eligible for a Transition Credit if that City agreed to enter into this Agreement for a term through December 31, 2012; *provided further*, that the amount of **"T"**, if any, for Service Year 2010 shall be applied pro rata to the calculation of the Final Estimated 2010 Payment even if, despite the agreement of the City, the Agreement only goes into effect for 6 months or 60 days per Section 15.

"U" is the **Resident Usage Credit**, if any, allocable to the City for each Service Year, calculated per **Exhibit C-4**; *provided however*, a City identified in **Exhibit C-4** is only eligible for a Resident Usage Credit if that City agreed to enter into this Agreement for a term through December 31, 2012; *provided further*, that the amount of **"U"**, if any, for Service Year 2010 shall be applied pro rata to the calculation of the Final Estimated 2010 Payment even if, despite the agreement of the City, the Agreement only goes into effect for 6 months or 60 days per Section 15.

"M" is the **Impact Mitigation Credit**, if any, allocable to the City for each Service Year, calculated per **Exhibit C-4**; *provided however*, a City identified in **Exhibit C-4** is only eligible for an Impact Mitigation Credit if that City agreed to enter into this Agreement for a term through December 31, 2012; *provided further*, that the amount of **"M"**, if any, for Service Year 2010 shall be applied pro rata to the calculation of the Final Estimated 2010 Payment even if, despite the agreement of the City, the Agreement only goes into effect for 6 months or 60 days per Section 15.

And where:

"Budgeted Net Allocable Costs" are the estimated costs for the Service Year for the provision of Animal Services which are allocated among the Contracting Parties for the

owner-- \$12; Cat and Dog, Renewal, Service and Temporary, Senior owner renewal-- \$0. License types and costs are subject to change over time.

purposes of determining the Estimated Payment. The Budgeted Net Allocable Costs are calculated as the **Budgeted Total Allocable Costs** (subject to the **Annual Budget Inflator Cap**) *less* **Budgeted Total Non-Licensing Revenue**. The Budgeted Total Allocable Costs exclude any amount expended by the County as Transition Funding Credits, Resident Use Credits, or Impact Mitigation Credits (described in **Exhibit C-4**) or to provide Transitional Licensing Revenue Support Services (described in Section 7). The calculation of Budgeted Net Allocable Costs, Budgeted Total Allocable Costs and Budgeted Total Non-Licensing Revenue for purposes of calculating the Estimated 2010 Payments is set forth in **Exhibit C-3**.

“Total Licensing Revenue” means all revenue received by the County’s Animal Services System attributable to the sale of pet licenses excluding late fees. With respect to each Contracting Party, the amount Licensing Revenue is the revenue generated by the sale of pet licenses to residents of the jurisdiction. (With respect to the County, the jurisdiction is the unincorporated area of King County.) The value of Estimated Licensing Revenue for each Contracting Party for purposes of calculating the Estimated 2010 Payment includes amounts estimated to be generated from Transitional Licensing Revenue Support Services, and is shown on **Exhibit C-1**.

“Total Non-Licensing Revenue” means all revenue from fine, forfeitures, and all other fees and charges received by the County's Animal Services system, *excluding* Total Licensing Revenue.

“Transitional Licensing Support Services” means activities to be undertaken in specific cities in 2010 to enhance licensing revenues, per Section 7 of the Agreement.

“Annual Budget Inflator Cap” means the maximum amount by which the Budgeted Total Allocable Costs may be increased from one Service Year to the next Service Year, and year to year, which is calculated as the rate of inflation (based on the annual change in the September CPI-U for the Seattle-Tacoma-Bremerton area over the rate the preceding year) plus the rate of population growth for the preceding year for the County (including only the unincorporated area) plus all Contracting Cities, as identified by comparing the two most recently published July OFM city and county population reports. The cost allocations to individual services (e.g. Control Services, Shelter Services or Licensing Services) or specific items within those services may be increased or decreased from year to year in so long as the Budgeted Total Annual Allocable Costs do not exceed the Annual Budget Inflator Cap. Similarly, the Estimated Payment for any Party will increase or decrease from Service Year to Service Year based on that Party’s population and usage of Animal Services from year to year

"Service Year" is the calendar year in which Animal Services are/were provided. (In 2010, the Service Year is the period from July 1, 2010 –December 31, 2010; the Estimated Payment calculation shown in Exhibit C is based on annualized costs).

"Calculation Period" is the time period from which data is used to calculate the Estimated Payment. The Calculation Period differs by formula component and Service Year. In Service Years 2010 and 2011, the Calculation Period for Calls for Service ("CFS"), Animals ("A"), or Licenses Issued ("I") (all as further defined below) is based on multiple year averages as detailed in **Exhibit C-6**. **For Service Year 2012 and beyond** (if the Agreement is extended into an additional 2-year term), the Calculation Period is the year that is two calendar years prior to the Service Year (thus, for Service Year 2012, the Calculation Period is 2010). **Exhibit C-6** summarizes in table form the Calculation Periods for the usage and population factors for Service Years 2010, 2011 and 2012.

"Population" with respect to any Contracting Party for any Service Year means the population number derived from the State Office of Financial Management (OFM) most recent annually published report of population to be used for purposes of allocation of state shared revenues in the subsequent calendar year (typically published by OFM each July, reflecting final population estimates as of April of the same calendar year). The OFM reported population will be adjusted for annexations of 2,500 or more residents. *For example*, when the final Estimated Payment calculation for 2012 is provided on December 15, 2011, the population numbers used will be from the OFM report issued in July 2011 and will be adjusted for all annexations of 2,500 or more residents that occurred (or will occur) between April 1 and December 31, 2011. *By way of further example*, the reconciliation of the 2012 payment (calculated in June 2013) will incorporate adjusted population numbers based on the OFM population report issued in July 2012 adjusted for all annexations of 2,500 or more residents that occurred between April 1, 2012 and December 31, 2012. Where annexations occur, the City and County population values will be adjusted pro rata to reflect the portion of the year in which the annexed area was in the City and the portion of the year in which the area was unincorporated. The population of an annexed area will be as determined by the Boundary Review Board, in consultation with the annexing city. The population of the unincorporated area within any District will be determined by the King County demographer. *Notwithstanding the foregoing*, the population for all potential Contracting Parties for purposes of determining the final Estimated 2010 Payment will be based on the July 2009 OFM report, adjusted for annexations occurring through the end of December 2010, as known as of April, 2010, and shown on **Exhibit C-2**, and the reconciliation of the Estimated 2010 Payments (calculated in June 2011) will incorporate changes to population as reflected in the 2010 U.S. Census (results expected to be published April 2011).

Exhibit C-1 shows the preliminary calculation of EP for July 1 – December 31, 2010, assuming that the County and all Cities that have expressed interest in signing this Agreement as of May 27, 2010, do in fact approve and sign the Agreement and as a result the Minimum Contract Requirements with respect to all such Cities and the County are met per Section 15.

Component Calculation Formulas:

EC is calculated as follows:

$$EC = \{(C \times .25) \times .5\} \times CFS + \{(C \times .25) \times .5\} \times D\text{-Pop}\}$$

Where:

“C” is the **Budgeted Net Allocable Control Services Cost** for the Service Year, which equals the County’s Budgeted Total Allocable Costs for Control Services in the Service Year, *less* the Budgeted Total Non-Licensing Revenue attributable to Control Services in the Service Year (for example, fines issued in the field). Budgeted Net Allocable Control Services Cost for Service Year 2010 is \$1,698,600, calculated as shown on **Exhibit C-3**, and shall be similarly derived for Service Years after 2010.

“CFS” is the total annual number of Calls for Service for the Service Year for Control Services originating within the City *expressed as a percentage* of the CFS for all Contract Parties within the same Control District. A Call for Service is defined as a request from an individual, business or jurisdiction for a control service response to a location within the City, or a response initiated by an Animal Control Officer in the field, which is entered into the County’s data system (at the Animal Services call center or the sheriff’s dispatch center acting as back-up to the call center) as a request for service. Calls for information, hang-ups and veterinary transfers are not included in the calculation of Calls for Service. A response by an Animal Control Officer pursuant to an Enhanced Control Services Contract will not be counted as a Call for Service. For purposes of determining the Estimated Payment in 2010 and 2011, the Calculation Period for CFS is the 3-year period from 2007-2009, resulting in an annual average number of Calls for Service for the City and each Contracting Party as shown on **Exhibit C- 2**.

“D-Pop” is the **Population** of the City, *expressed as a percentage* of the Population of all jurisdictions within the applicable Control District.

ES is calculated as follows:

If, as of the effective date of this Agreement, the City has entered into a contract for shelter services with the Progressive Animal Welfare Society (PAWS) in Lynnwood, WA, then, for so long as such contract remains in effect, the City will not pay a share of shelter costs associated with shelter usage ("A" as defined below) and instead the Estimated Payment will include a **reduced population-based charge** reflecting the regional shelter benefits nonetheless received by such City, calculated as follows (the components of this calculation are defined as described below).

$$ES = (S \times .5 \times \text{Pop}) \div 2$$

If the City **does not** qualify for the reduced population-based shelter charge, ES is determined as follows:

$$ES = [S \times .5 \times \text{Pop}] + (\text{ESP} \times \text{Pop}_2) + (S \times .5 \times A)$$

Where:

"S" is the Budgeted Net Allocable Shelter Services Cost for the Service Year, which equals the County's Budgeted Total Allocable Costs for Shelter Services *less* Budgeted Total Non-Licensing Revenue attributable to Shelter operations (i.e., adoption fees, microchip fees, impound fees, owner-surrender fees, from all Contracting Parties) in the Service Year. The Budgeted Net Allocable Shelter Services Cost for purposes of calculating Estimated 2010 Payments is \$3,004,900 as shown on **Exhibit C-3**, and shall be similarly derived for Service Years after 2010.

"ESP" is the sum of all reduced shelter costs payable in the Service Year by all cities qualifying for such reduced charge.

"Pop" is the population of the City expressed as a percentage of the Population of all Contracting Parties.

"Pop₂" is the Population of the City expressed as a percentage of the Population of all Contracting Parties that do not qualify for the reduced population-based shelter charge.

"A" is the total number of animals that were: (1) picked up by County Animal Control Officers from within the City, (2) delivered by a City resident to the County shelter, or (3) delivered to the shelter that are owned by a resident of the City *expressed as a percentage* of the total number of animals in the County Shelter during the Calculation Period. For

purposes of the Estimated Payment in 2010 and 2011, the Calculation Period for “A” is the two year period of 2008 and 2009, resulting in an average annual shelter usage number for the City and each Contracting Party as shown in **Exhibit C-2**.

EL is calculated as follows:

$$EL = [(L \times .5 \times Pop) + (L \times .5 \times I)]$$

Where:

“L” is the Budgeted Net Licensing Services Cost for the Service Year, which equals the County’s Budgeted Total Allocable Costs for License Services in the Service Year *less* Budgeted Total Non-Licensing Revenue attributable to License Services (for example, pet license late fees) in the Service Year. The Budgeted Net Licensing Cost for purposes of calculating Estimated 2010 Payments is \$898,400, calculated as shown on **Exhibit C-3**, and shall be similarly derived for Service Years after 2010.

“Pop” is the Population of the City expressed as a percentage of the population of all Contracting Parties.

“I” is the number of active paid regular pet licenses (e.g., excluding ‘buddy licenses’ or temporary licenses) issued to City residents during the Calculation Period. For purposes of calculating the Estimated Payment in 2010 and 2011, the Calculation Period for “I” is the three year period from 2007-2009, and the resulting average annual number of licenses as so calculated for the City and each Contracting Party is shown on **Exhibit C-2**.