



CITY OF BLACK DIAMOND
June 7, 2012 Meeting Agenda Revised
25510 Lawson St., Black Diamond, Washington

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

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

PUBLIC HEARINGS:

- | | |
|--|---------------|
| 1.) AB12-032 – Six Year Transportation Improvement Plan | Mr. Boettcher |
| 2.) AB12-033 – 2013-2018 Capital Improvement Plan | Ms. Miller |

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:

UNFINISHED BUSINESS:

NEW BUSINESS:

- | | |
|--|-----------------------|
| 3.) AB12-034 – Resolution Authorizing Interlocal Agreement for Animal Control | Mayor Olness |
| 4.) AB12-035 – Resolution Authorizing Grant Application for Boat Launch | Mr. Nix |
| 5.) AB12-036 – Resolution Authorizing Modular Lease Agreements | Mr. Williamson |
| 6.) AB12-037 – Resolution Initiating Two Potential Amendments to Comprehensive Plan | Councilmember Goodwin |
| 7.) AB12-038 – Resolution Authorizing Agreement with the Prothman Company | Mayor Olness |

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

- 8.) **Claim Checks** – June 7, 2012 Check No. 38314 through No. 38368 (void checks 38318, 38354) in the amount of \$112,295.33
- 9.) **Minutes** – Town Hall Meeting May 10, 2012, Regular Council Meeting of May 17, 2012 and Council Workstudy of May 24, 2012

EXECUTIVE SESSION:

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: 2013-2018 Six-Year Transportation Improvement Program – Public Hearing	Agenda Date: June 7, 2012	
	AB12-032	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator –	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Public Works – Seth Boettcher	X
	Economic Devel. – Andy Williamson	
Cost Impact: Planning for yearly budgets	Police – Jamey Kiblinger	
Fund Source: Various	Court – Stephanie Metcalf	
Timeline: As per individual project schedules	Comm. Dev. – Steve Pilcher	
Attachments: Six-Year Transportation Improvement Program		
<p>SUMMARY STATEMENT:</p> <p>The City is required to update its Six Year Transportation Improvement Program (TIP) per RCW 35.77.010 and file the TIP with the Washington State Department of Transportation. Updates include improvements to the Rock Creek Bridge on Roberts Drive.</p> <p>Most all grant programs require projects to be on the City's Six Year Transportation Improvement Program. The City is required by State law to update the Transportation Improvement Program prior to July 1st of each year.</p> <p>Resolution to adopt the 2013-2018 Six Year Transportation Improvement Program will be presented on June 21, 2012.</p>		
COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: None – Public Hearing		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 7, 2012		

2013-2018 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
EXHIBIT "A"

Rank	Year	Improvement	From	To	Type of Improvement	Length in Miles	Estimated Cost	Funding
1	2013	General Street Improvement	N/A	N/A	Chip sealing, crack sealing, patch work, addressing minor safety problems	N/A	\$30,000/year; \$180,000 total	Local City Funds
2	2013	SE 288th Street Overlay	228th Ave. SE	236th Ave. SE	Overlay existing roadway	0.5	\$ 150,000	Grant/TIB, Local City Funds, REET
3	2013	Roundabout on SR 169 at Roberts Drive	N/A	N/A	Two lane Roundabout	inter - section	\$ 2,230,000	Private and Grant
4	2013	Intersection Improvements in Morganville Neighborhood	N/A	N/A	Acquire easements and construct new intersection radii.	8 inter-sections	\$ 100,000	REET
5	2014	Rock Creek Bridge	N/A	N/A	Widen to standard width and provide safe pedestrian facilities	N/A	\$ 510,000	Grant/ TIB, Developer Mitigation, Local City Funds
6	2015	Lawson Street Sidewalk	Newcastle Drive	S.R. 169	5-foot sidewalk on the north side of Lawson Street	0.28	\$ 850,000	Grant/ TIB, Grant/Safe Routes to School, Developer Mitigation, Local City Funds
7	2013	Roberts Drive Reconstruction	S.R. 169	Rock Creek Bridge	Reconstruct roadway, install sidewalks, storm drainage, and street lights, widen to standard	1.09	\$ 5,660,000	Grant/ TIB, Developer, Local City Funds, REET
8	2017	Pacific Street Neighborhood Improvements	Lawson Street	Southerly Terminus of Pacific/ Fifth Avenue South	Widen and Pave existing gravel roads, install storm drainage improvements	0.2	\$ 420,000	Developer Mitigation, REET and Local City Funds
9	2017	SR 169 intersection widening at Lawson and Baker Streets	Lawson Street	Baker Street	widen intersections to accommodate turning movements	0.08	\$ 1,550,000	Developer Mitigation
10	2016	SR 169 Gateway Corridor Improvement	Ravensdale	North city Limits	Widen the roadway for a two way left turn lane, install sidewalks, storm drainage, and street lights	0.7	\$ 5,700,000	Private and Grant
TOTAL ALL PROJECTS							\$ 17,350,000	

PUBLIC HEARING: held Thursday, June 7, 2012
7:00 p.m., Black Diamond City Council Chambers

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: PUBLIC HEARING 2013-2018 Capital Improvement Plan	Agenda Date: June 7, 2012	
	AB12-033	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator –	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	X
	Public Works – Seth Boettcher	
	Economic Devel. – Andy Williamson	
Cost Impact:	Police – Jamey Kiblinger	
Fund Source:	Court – Stephanie Metcalf	
Timeline:	Comm. Dev. – Steve Pilcher	
Attachments: Public Works and General Government Draft Capital Improvement Plan		
SUMMARY STATEMENT: Per City Code 3.60.020, the City of Black Diamond is presenting the draft annual update of the 2013-2018 Capital Improvement Plan. The Plan includes projected capital improvements for streets, water, wastewater, stormwater, parks, public safety and general government. The Plan totals, \$35,441,950 of capital needs over the next six year period. The Public Works section includes 72.9% of the projects or \$25,875,000 and the General Government section includes 27.1% or \$9,566,950. The General Government section includes \$4,517,200 for Parks, \$4,515,000 for Fire and \$414,750 for Police and \$120,000 for General Government.		
Potential funding sources are indentified for each project, with grants, bond sales with payments from mitigation fees, developer funding, or utility connections fees covering the majority of the revenue sources. Real Estate Excise Tax (REET I & II) which 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 & II funds are not below \$100,000 in any one year.		
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 Capital Improvement Plan is a requirement to apply for most Federal, State or Local Grants.		
The City began the annual update process in March this year and has met with the Finance Committee, Parks Committee, Public Safety Committee and Public Works Committees to receive council input. Two workstudy sessions are also being held for the full council in June. The two sections for General Government and Public Works include all the changes suggested at each meeting.		
The Public Hearing on June 7, 2012 is being held to receive public input on the draft 2013-2018 Capital Improvement Plan. No action is anticipated until the June 21, 2012 Council meeting when an adoption resolution will be forwarded for approval. The Capital Improvement Plan is not a budget but a plan similar to the Transportation Plan. Projects included for 2013 will be reviewed again this fall where council will have the ability to make any final changes before the actual 2013 portions are included in the 2013 Budget adopted in December of 2012.		

COMMITTEE REVIEW AND RECOMMENDATION: Finance Committee, Parks Committee, Public Safety Committee and Public Works Committees have all reviewed their sections in April and May and their proposed changes are incorporated. Two work study sessions for the entire council and a Public Hearing for public input are also being held in June to review the draft 2013-2018 Capital Improvement Plan.

RECOMMENDED ACTION: **PUBLIC HEARING ONLY**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 7, 2012		

City of Black Diamond

2013 – 2018

Capital Improvement Plan

DRAFT



Old water tank in Black Diamond – photo from King County Assessors and provided by Palmer Coking Coal Company.



4.3 MG Water Reservoir

Public Hearing on Proposed CIP

June 7, 2012

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Overview of the Capital Improvement Plan

What is the Capital Improvement Plan?

The Capital Improvement Plan (CIP) is a document that lays out a six-year road map identifying present and future capital and infrastructure needs for the City. Generally speaking, capital improvements are expensive and some projects cover multiple years, so carefully planning and managing Black Diamond's capital projects together is an important part of city management. For citizens, it is an investment in the future of our community.

Because the CIP is a plan rather than a budget, actual authorization for capital project spending for the upcoming year occurs when City Council adopts the Annual Budget in December.

Having the long range capital plan completed before the annual operating budget is developed helps management better incorporate both short and long term planning.

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

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 defines the total cost of the project and the amount allocated to the project for each year of the plan. 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 land is considered a capital asset.

How are projects in the Capital Improvement Plan paid for?

The CIP process involves balancing 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.

Real estate excise taxes (REET) are collected from property sales within the city limits and are earmarked specifically for capital projects. However in order to spend that money, a jurisdiction must have the project identified in a Capital Improvement Plan. So not only is the CIP a great overall planning tool for the City, it is also required in order to access REET monies.

Additionally, historical documentation of need is usually required when applying for grants. This need is documented in the CIP, as some projects get 'pushed out' from one year to the next due to lack of adequate funding.

Since 2007 property sales and prices have dropped in Black Diamond. This has reduced the REET funds available for capital improvements quite dramatically, causing more projects to be delayed in the plan.

Types of Capital Projects

Capital projects are essential to the delivery of many of Black Diamond'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

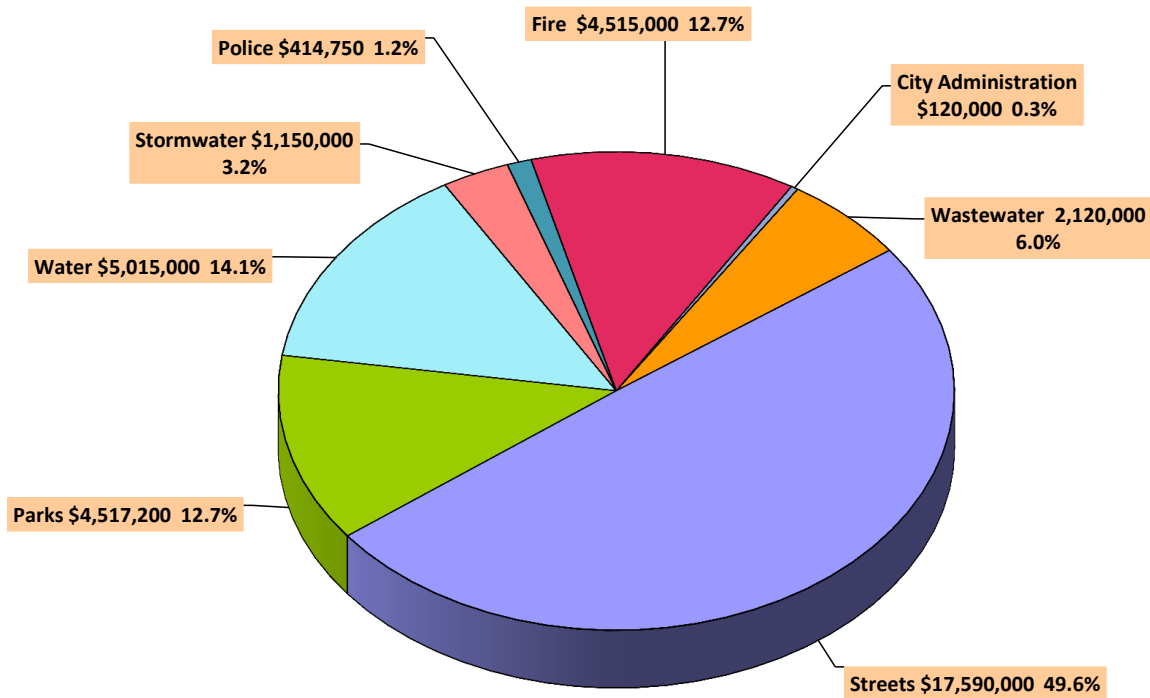
The Capital Improvement Plan is updated annually. Each year individual projects are submitted by department directors. They use a template provided by Finance staff. These requests include an update of current projects and projections on new projects and anticipated costs. Each project must have specific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

Total Summary by Department

Capital Improvement Plan 2013 - 2018

Departments	Total \$ Project 2013 - 2018	2013	2014	2015	2016	2017	2018
Street Department	17,590,000	710,000	430,000	2,235,000	1,455,000	5,940,000	6,820,000
Water Department	5,015,000	415,000	1,975,000	1,825,000		100,000	700,000
Wastewater Department	2,120,000	30,000	80,000	280,000	380,000	1,320,000	30,000
Stormwater Department	1,150,000		80,000	820,000	250,000		
Parks and Recreation	4,517,200	404,200	39,000	231,000	186,000	481,000	3,176,000
Police Department	414,750	61,300	86,350	63,100	69,200	66,600	68,200
Fire Department	4,515,000	390,000		600,000	125,000	365,000	3,035,000
City Administration	120,000	20,000	20,000	20,000	20,000	20,000	20,000
TOTAL Project COSTS	\$35,441,950	\$2,030,500	\$2,710,350	\$6,074,100	\$2,485,200	\$8,292,600	\$13,849,200

Total CIP: \$35,441,950

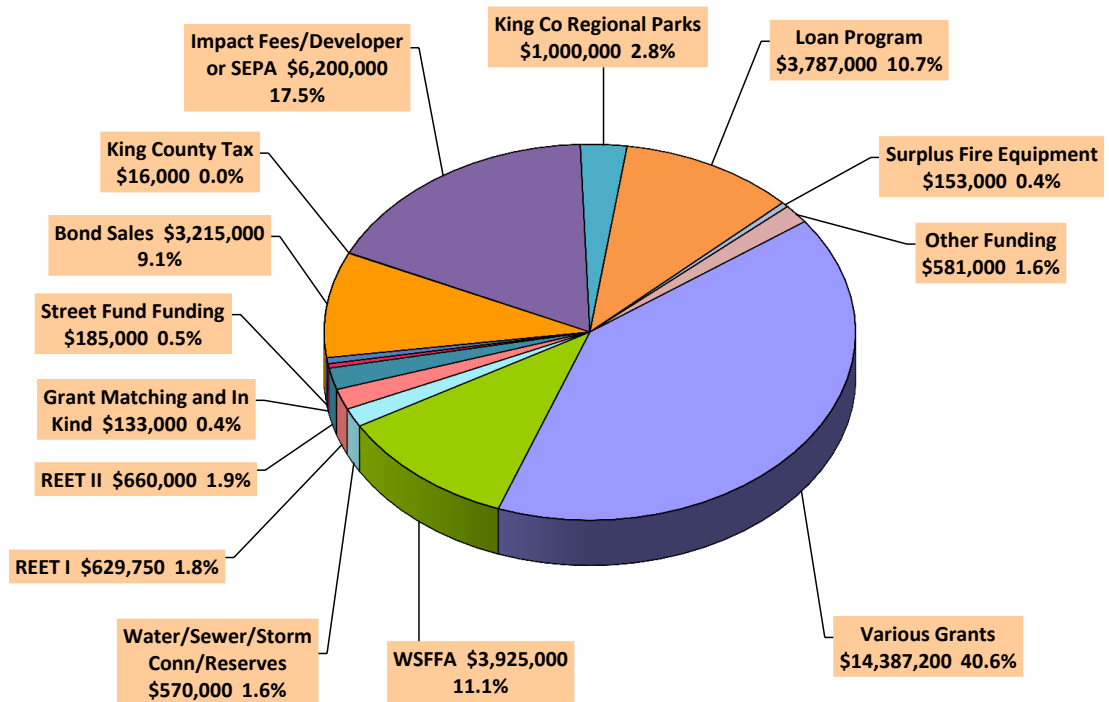


CIP All Funds Revenue Summary

Capital Improvement Plan 2013 - 2018

REQUESTED FUNDING	Total \$ Project	2013	2014	2015	2016	2017	2018
Various Grants	14,387,200	612,200	20,000	630,000	1,255,000	4,770,000	7,100,000
WSFFA	3,925,000	225,000	1,875,000	1,025,000		100,000	700,000
Water/Sewer/Storm Conn/Reserves	570,000	30,000	65,000	60,000	280,000	80,000	55,000
REET I	629,750	91,300	116,350	93,100	99,200	116,600	113,200
REET II	660,000	120,000	100,000	110,000	120,000	140,000	70,000
Grant Matching and In Kind	133,000	73,000	40,000			20,000	
Street Fund Funding	185,000	30,000	35,000	30,000	30,000	30,000	30,000
Bond Sales	3,215,000				125,000	140,000	2,950,000
King County Tax	16,000	8,000	8,000				
Impact Fees/Developer or SEPA	6,200,000	450,000	350,000	2,875,000	480,000	550,000	1,495,000
King Co Regional Parks	1,000,000						1,000,000
Loan Program	3,787,000	240,000	100,000	1,250,000	20,000	2,095,000	82,000
Surplus Fire Equipment	153,000	150,000					3,000
Other Funding	581,000	1,000	1,000	1,000	76,000	251,000	251,000
TOTAL SOURCES	35,441,950	2,030,500	2,710,350	6,074,100	2,485,200	8,292,600	13,849,200

Total: \$35,441,950



Non Capital Operating Costs

	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
Trails Improvement Project - Salaries	20,000					10,000	10,000
City Wide Tech Maint. & Subscriptions	199,470	33,245	33,245	33,245	33,245	33,245	33,245
All Payments for Capital Loans	665,443	41,600	30,552	30,552	135,912	135,912	290,915
Total Non Capital Operating Costs	884,913	33,245	33,245	33,245	33,245	43,245	43,245

CIP Public Works Summary

Capital Improvement Plan 2013 - 2018

		Capital Plan 2013 - 2018						
		Total \$ Project 2013 - 2018	2013	2014	2015	2016	2017	2018
STREET PROJECTS								
T1	General Street Improvement	180,000	30,000	30,000	30,000	30,000	30,000	30,000
T2	SE 288th Street Overlay	150,000	150,000					
T3	Roberts Drive/State Rt 169 Roundabout	2,230,000	450,000	220,000	1,560,000			
T4	Morganville Intersection Improvements	100,000	40,000	60,000				
T5	Grant Matching Fund	240,000	40,000	40,000	40,000	40,000	40,000	40,000
T6	Rock Creek Bridge	510,000		80,000	430,000			
T7	Lawson Street Sidewalk	850,000			105,000	745,000		
T8	Roberts Drive Reconstruction	5,660,000			70,000	440,000	5,150,000	
T9	Pacific Street Neighborhood Improvements	420,000					70,000	350,000
T10	SR169 Widening at Lawson & Baker St.	1,550,000					350,000	1,200,000
T11	SR 169 Gateway Corridor Improvement	5,700,000				200,000	300,000	5,200,000
STREET PROJECTS		17,590,000	710,000	430,000	2,235,000	1,455,000	5,940,000	6,820,000
WATER PROJECTS								
W1	Springs and River Crossing Rehab Project	3,125,000	225,000	1,875,000	1,025,000			
W2	Reservoir Maintenance and Painting	115,000	15,000	100,000				
W3	5th Avenue Water Main Replacement	175,000	175,000					
W4	Fire Flow Loop to North Commercial Area	800,000		800,000				
W5	Springs Transmission Main Repl Phase I	800,000					100,000	700,000
WATER PROJECTS		5,015,000	415,000	1,975,000	1,825,000		100,000	700,000
WASTEWATER PROJECTS								
S1	Infiltration and Inflow Reduction Plan	180,000	30,000	30,000	30,000	30,000	30,000	30,000
S2	West BD Wastewater Lift Station Improv	360,000		30,000	250,000	80,000		
S3	Morganville Force Main Reroute	460,000				20,000	440,000	
S4	Cedarbrook Sewer Main	250,000			250,000			
S5	Public Works Facilities and Equipment	870,000		20,000			850,000	
WASTEWATER PROJECTS		2,120,000	30,000	80,000	280,000	380,000	1,320,000	30,000
STORMWATER PROJECTS								
D1	Lake Sawyer Road Culvert and Guardrail	320,000			70,000	250,000		
D2	Ginder Creek Stormwater Treatment Pond	830,000		80,000	750,000			
STORMWATER PROJECTS		1,150,000		80,000	820,000	250,000		
TOTAL PUBLIC WORKS CAPITAL PROJECTS		25,875,000	1,155,000	2,565,000	5,160,000	2,085,000	7,360,000	7,550,000

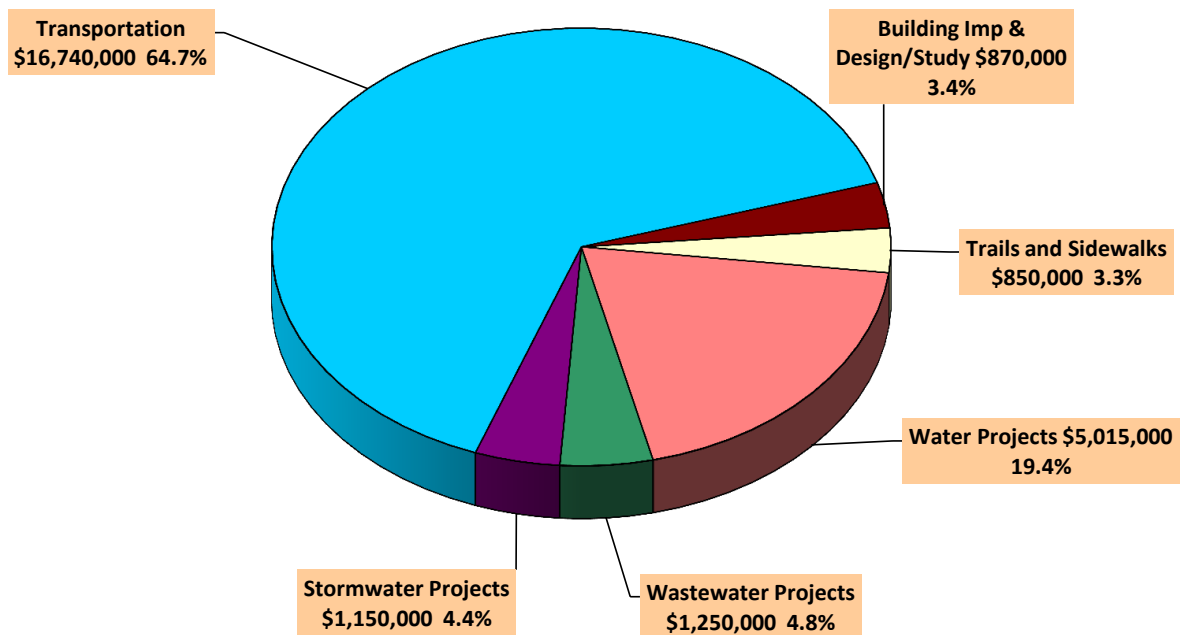
Public Works Project Areas

Capital Improvement Plan 2013 - 2018

EXPENSES

	Total \$ Requested 2013 - 2018	2013	2014	2015	2016	2017	2018
CAPITAL PROJECTS							
Transportation	16,740,000	710,000	430,000	2,130,000	710,000	5,940,000	6,820,000
Building Imp & Design/Study	870,000		20,000			850,000	
Trails and Sidewalks	850,000			105,000	745,000		
Water Projects	5,015,000	415,000	1,975,000	1,825,000		100,000	700,000
Wastewater Projects	1,250,000	30,000	60,000	280,000	380,000	470,000	30,000
Stormwater Projects	1,150,000		80,000	820,000	250,000		
TOTAL COSTS	\$25,875,000	\$1,140,000	\$2,365,000	\$3,600,000	\$2,085,000	\$8,210,000	\$7,550,000

Public Works Projects Summary

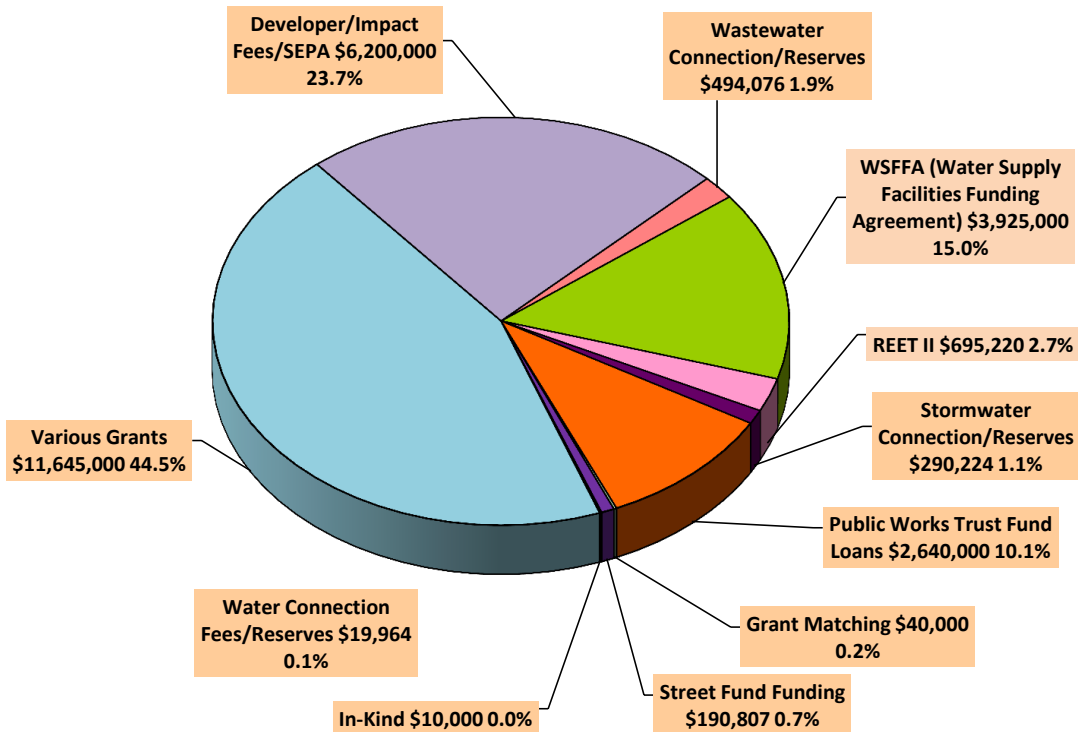


CIP Public Works Revenue Summary

Capital Improvement Plan 2013 - 2018

REQUESTED FUNDING <i>Includes Debt Repayments</i>	Total \$ Project 2013 - 2018	2013	2014	2015	2016	2017	2018
Various Grants	11,645,000	290,000		410,000	1,155,000	4,590,000	5,200,000
Developer/Impact Fees/SEPA	6,200,000	450,000	350,000	2,875,000	480,000	550,000	1,495,000
Public Works Trust Fund Loans	2,640,000		100,000	650,000	20,000	1,870,000	
Wastewater Connection/Reserves	494,076	30,000	35,000	30,000	280,000	30,000	89,076
WSFFA (Water Supply Facilities Funding Agreement)	3,925,000	225,000	1,875,000	1,025,000		100,000	700,000
REET II	695,220	120,000	100,000	110,000	120,000	140,000	105,220
Stormwater Connection/Reserves	290,224		25,000	30,000	48,420	98,420	88,384
Grant Matching	40,000		40,000				
Street Fund Funding	190,807	30,000	35,000	30,000	30,000	30,000	35,807
Water Connection Fees/Reserves	19,964		5,000				14,964
In-Kind	10,000	10,000					
TOTAL SOURCES	\$26,150,291	\$1,155,000	\$2,565,000	\$5,160,000	\$2,133,420	\$7,408,420	\$7,728,451

Public Works CIP by Type of Funding Total: \$26,150,291



REET II ANALYSIS SUMMARY (Fund 320)

Capital Improvement Plan 2013 - 2018

REET II - REVENUE			Capital Plan 2013 - 2018					
REET II Funds Street Projects	2012 REET II Budgeted & Funded	2013-2018 Summary Total	2013	2014	2015	2016	2017	2018
Beginning Fund Balance	487,785	266,003	266,003	192,303	178,703	195,203	244,903	328,203
REET Revenue (annual)								
1/4 of 1% REET - Existing Property	40,500	384,000	40,000	48,000	55,000	63,000	81,000	97,000
1/4 of 1% REET - Other new homes		45,200	6,300	6,400	6,500	6,700	7,300	12,000
1/4 of 1% REET - MPD		518,000		32,000	65,000	100,000	135,000	186,000
Subtotal REET II Revenue	40,500	947,200	46,300	86,400	126,500	169,700	223,300	295,000
Other Sources and Uses								
Transfer to 104 Gen Fund Capital Projects	(93,500)	-						
TOTAL Available Balance for Street Projects	434,785	1,213,203	312,303	278,703	305,203	364,903	468,203	623,203
REET II PROJECT EXPENDITURES			Capital Plan 2013 - 2018					
	2012 REET II Budgeted & Funded	2013-2018 Summary Total	2013	2014	2015	2016	2017	2018
Street Projects								
T2 SE 288th Street Overlay		10,000	10,000					
T4 Intersection Improvements Morganville		100,000	40,000	60,000				
T5 Grant Matching Fund	40,000	240,000	40,000	40,000	40,000	40,000	40,000	40,000
T8 Roberts Drive Reconstruction		180,000			70,000	80,000	30,000	
T9 Pacific Street Neighborhood Improvements	20,000	100,000					70,000	30,000
T8/T11 Street Loan Repayments		35,220						35,220
2012 Street Rehab	30,000							
2012 Elevate Abrams	20,000							
2012 Roberts Drive Sidewalk link to Morgan St	38,782							
2012 PW Facility Design and Engineering	20,000							
Subtotal Street Projects funded with REET II	168,782	665,220	90,000	100,000	110,000	120,000	140,000	105,220
Water Projects								
W2 Reservoir Maintenance and Painting		15,000	15,000					
W3 5th Avenue Water Main Replacement		15,000	15,000					
Subtotal Water Projects funded with REET II		30,000	30,000					
Total Projects FUNDED BY REET II	168,782	695,220	120,000	100,000	110,000	120,000	140,000	105,220
REET II Left for Next Year (Ending Fund Balance)	266,003	517,983	192,303	178,703	195,203	244,903	328,203	517,983

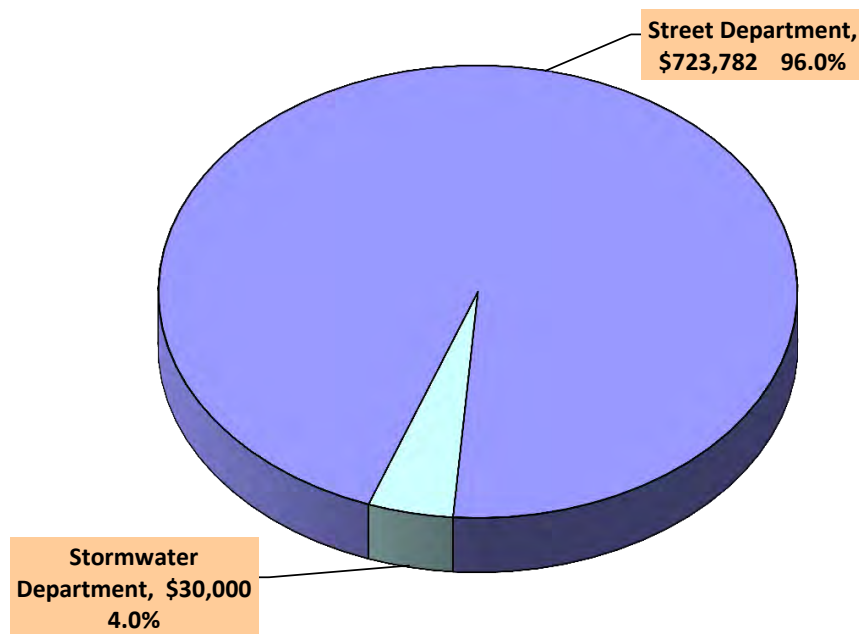
REET based on Houses sold	2013	2014	2015	2016	2017	2018
Existing Property Sales (in 000's)	62 @\$250	75 @\$255	85 @\$260	95 @\$265	120 @\$270	140 @\$275
Other New Home Sales (in 000's)	10 @\$250	10 @\$255	10 @\$260	11 @\$265	12 @\$270	17 @\$275
MPD Phase 1 Resulting Sales -Non Commercial (in 000's)		50 @\$255	100 @\$260	150 @\$265	200 @\$270	270 @\$275
Population Base	4,060	4,077	4,239	4,536	4,971	5,514
Growth Increase (2.7 people per new household)	27	162	297	435	543	775
TOTAL POPULATION	4,087	4,239	4,536	4,971	5,514	6,289

Public Works REET II Summary

Capital Improvement Plan 2013 - 2018

<i>Requested Funding</i>	Total \$ Requested	2013	2014	2015	2016	2017	2018
Street Department	665,220	90,000	100,000	110,000	120,000	140,000	105,220
Water Department	30,000	30,000					
Total REET II Projects	695,220	120,000	100,000	110,000	120,000	140,000	105,220

Total REET II: \$695,220



Street Department (Transportation Projects)

CAPITAL PROJECT SUMMARY

Expenditure Summary by Project

			Capital Plan 2013 - 2018					
STREET DEPARTMENT		Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
T1	General Street Improvement	180,000	30,000	30,000	30,000	30,000	30,000	30,000
T2	SE 288th Street Overlay	150,000	150,000					
T3	Roberts Drive/State Rt 169 Roundabout	2,230,000	450,000	220,000	1,560,000			
T4	Morganville Intersection Improvements	100,000	40,000	60,000				
T5	Grant Matching Fund	240,000	40,000	40,000	40,000	40,000	40,000	40,000
T6	Rock Creek Bridge	510,000		80,000	430,000			
T7	Lawson Street Sidewalk	850,000			105,000	745,000		
T8	Roberts Drive Reconstruction	5,660,000			70,000	440,000	5,150,000	
T9	Pacific Street Neighborhood Improvements	420,000					70,000	350,000
T10	SR169 Widening at Lawson & Baker St.	1,550,000					350,000	1,200,000
T11	SR 169 Gateway Corridor Improvement	5,700,000				200,000	300,000	5,200,000
STREET DEPT TOTAL PROJECTS		17,590,000	710,000	430,000	2,235,000	1,455,000	5,940,000	6,820,000

Capital Improvement Plan 2013 - 2018

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 and improvement work. Typical activities under this project are chip sealing, crack sealing, patch work and addressing minor safety problems. Because of the declining revenue in the street fund the cost of striping, signs, and roadside materials have been shifted to REET funding and are included in this work item.

BACKGROUND

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

COMMENTS

As more routine maintenance costs are shifted to this street improvement category, overlay projects may not be possible.

CAPITAL PROJECT COSTS

Construction Costs

TOTAL COSTS

REQUESTED FUNDING

Street Funds

TOTAL SOURCES

		Capital Plan 2013 - 2018					
Total \$ Requested 2013-2018		2013	2014	2015	2016	2017	2018
180,000		30,000	30,000	30,000	30,000	30,000	30,000
180,000		30,000	30,000	30,000	30,000	30,000	30,000
Total \$ Requested 2013-2018		2013	2014	2015	2016	2017	2018
180,000		30,000	30,000	30,000	30,000	30,000	30,000
180,000		30,000	30,000	30,000	30,000	30,000	30,000



Capital Improvement Plan 2013 - 2018

Project for the **Street Department** # **T2**

PROJECT TITLE **SE 288th Street Overlay**

DESCRIPTION Patch and overlay the existing roadway from 228th Ave SE to 236th Ave SE.

BACKGROUND The city completed the overlay of the west half of the project from 224th to 216th in 2011. The City will continue to seek TIB pavement preservation grant funding for the second half.

		Capital Plan 2013 - 2018					
CAPITAL PROJECT COSTS	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
	Construction Engineering	10,000	10,000				
	Construction Costs	140,000	140,000				
	TOTAL COSTS	150,000	150,000	-	-	-	-
REQUESTED FUNDING	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
	Grants TIB	130,000	130,000				
	In-Kind Match	10,000	10,000				
	Real Estate Excise Tax II	10,000	10,000				
	TOTAL SOURCES	150,000	150,000	-	-	-	-



Capital Improvement Plan 2013 - 2018

Project for the

Street Department

T3

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 roundabout on a regional facility.

CAPITAL PROJECT COSTS

Land/Right of Way
Preliminary Engineering
Construction Engineering
Design Engineering
Construction Costs
Project Administration

TOTAL COSTS

REQUESTED FUNDING

Developer Impact Fees/SEPA

TOTAL SOURCES

		Capital Plan 2013 - 2018					
Total \$ Requested 2013-2018		2013	2014	2015	2016	2017	2018
Land/Right of Way	400,000	400,000					
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	-	-	-
Total \$ Requested 2013-2018		2013	2014	2015	2016	2017	2018
Developer Impact Fees/SEPA	2,230,000	450,000	220,000	1,560,000			
TOTAL SOURCES	2,230,000	450,000	220,000	1,560,000	-	-	-



Proposed Roundabout



Capital Improvement Plan 2013 - 2018

Project for the **Street Department** # **T4**

PROJECT TITLE **Intersection Improvements in Morganville**

DESCRIPTION Widen the intersections in Morganville. Surveying and right of way purchases will be needed. The goal of the project is to improve sight distance and turning radius at the intersections for safety and better truck and bus access.

BACKGROUND This area was developed many years ago before car and truck access standards were developed.

COMMENTS The budget will be revisited once the survey and pre-design is complete.

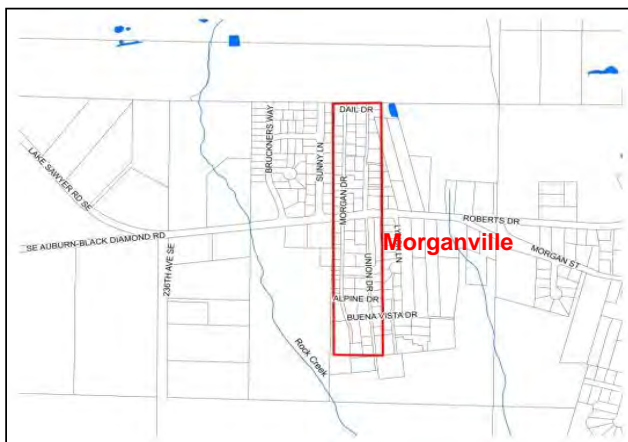
CAPITAL PROJECT COSTS

Land/Right of Way
Design Engineering
TOTAL COSTS

Capital Plan 2013 - 2018						
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
20,000	20,000					
80,000	20,000	60,000				
100,000	40,000	60,000	-	-	-	-
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
100,000	40,000	60,000				
100,000	40,000	60,000	-	-	-	-

REQUESTED FUNDING

Real Estate Excise Tax II
TOTAL SOURCES



Six Intersections

Capital Improvement Plan 2013 - 2018

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

PROJECT TITLE **Grant Matching Fund**

DESCRIPTION This project is used to accumulate funds for a match for grants for street and pedestrian projects now scheduled on the CIP.

BACKGROUND The City has used this fund for professional technical assistance with grant applications and supplement funding if a grant is received for a project that needs to be moved up in the CIP schedule or if a larger match than anticipated is needed.

		Capital Plan 2013 - 2018					
CAPITAL PROJECT COSTS	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
	Funding to Match Grants	240,000	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 \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
	Real Estate Excise Tax II	240,000	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 Plan 2013 - 2018

Project for the

Street Department

T6

PROJECT TITLE

Rock Creek Bridge

DESCRIPTION

This project is to provide a standard width roadway across Rock Creek and also provide safe pedestrian facilities across Rock Creek. The scope and cost of this project may change based on the outcome of the 2012 analysis of the bridge and the study of widening and repair options.

BACKGROUND

The Rock Creek bridge is about 100 years old and is substandard in width. The City also needs some safe way for pedestrians to walk to and from the west part of the City.

COMMENTS

This preliminary work will allow the City to position itself for grant opportunities and align city efforts and needs with developer mitigation projects.

CAPITAL PROJECT COSTS

Design Engineering

Construction Costs

TOTAL COSTS

REQUESTED FUNDING

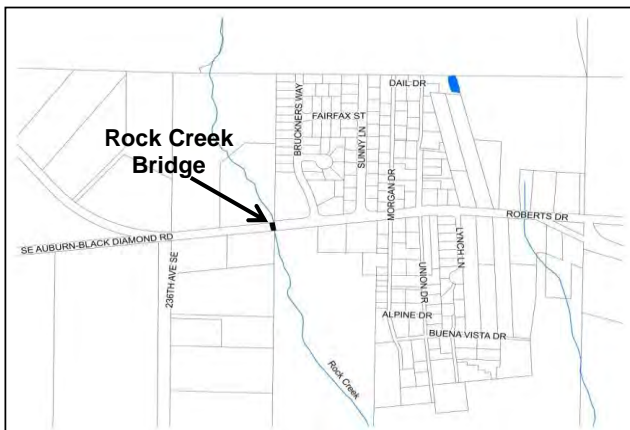
Developer/Impact Fees/SEPA

TIB Grant

Grant Matching Funds

TOTAL SOURCES

		Capital Plan 2013 - 2018					
Total \$ Requested 2013-2018		2013	2014	2015	2016	2017	2018
Design Engineering			80,000	30,000			
Construction Costs				400,000			
TOTAL COSTS		510,000	80,000	430,000	-	-	-
Total \$ Requested 2013-2018		2013	2014	2015	2016	2017	2018
Developer/Impact Fees/SEPA		100,000	40,000	60,000			
TIB Grant		370,000		370,000			
Grant Matching Funds		40,000	40,000				
TOTAL SOURCES		510,000	80,000	430,000	-	-	



Capital Improvement Plan 2013 - 2018

Project for the

Street Department

T7

PROJECT TITLE

Lawson Street Sidewalk

DESCRIPTION

Construct 2150 feet of new 5 foot concrete sidewalk on the north side of Lawson Street to from SR 169 to the east boundary of Lawson Hill Estates. This project does not include curb gutter or street widening. Project cost \$850,000.

BACKGROUND

Lawson Hill Estates and the surrounding area is within 1 mile of the elementary school on Baker Street. The City is partnering with the School District to seek Safe Routes to School grants for this project. It is anticipated that additional funding will be needed to cover the entire cost. Transportation Improvement Board Funding and or potentially MPD mitigation funding may also be available. The City and the School District are planning to cooperate and jointly apply for this grant in 2014 for funding in 2015, and 2016.

COMMENTS

The timing of this project may have to wait for the pedestrian mitigation assistance from the Lawson Hills developer for this project. Other grant funding may also be available to complete the total funding.

CAPITAL PROJECT COSTS

Land/Right of Way
Design Engineering
Construction Costs
TOTAL COSTS

Total \$ Requested 2013-2018	Capital Plan 2013 - 2018					
	2013	2014	2015	2016	2017	2018
20,000			20,000			
85,000			85,000			
745,000				745,000		
850,000	-	-	105,000	745,000		
Total \$ Requested 2013-2018	Capital Plan 2013 - 2018					
	2013	2014	2015	2016	2017	2018
395,000				395,000		
150,000				150,000		
305,000			105,000	200,000		
850,000	-	-	105,000	745,000	-	-

REQUESTED FUNDING

Safe Route to School Grant
TIB Grant
Developer/Impact Fees/SEPA
TOTAL SOURCES



Capital Improvement Plan 2013 - 2018

Project for the

Street Department

T8

PROJECT TITLE

Roberts Drive Reconstruction

DESCRIPTION

Overlay existing roadway or rehabilitate existing concrete roadway, , widen to standard, address storm water treatment, add sidewalks, curbs, gutter and formal street lights. The project might be constructed in several 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 over time have shifted and cracked causing rough roadway conditions.

COMMENTS

The preliminary corridor study is needed early on to 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. The PWTF Loan will be 20 years at 2% interest paid by REET II funds.

CAPITAL PROJECT COSTS

Land/Right of Way
Preliminary Engineering
Construction Engineering
Design Engineering
Construction Costs

TOTAL COSTS

REQUESTED FUNDING

Grants
Stormwater Connection/Res
Developer/Impact Fees/SEPA
Real Estate Excise Tax II
PWTF loan

TOTAL SOURCES

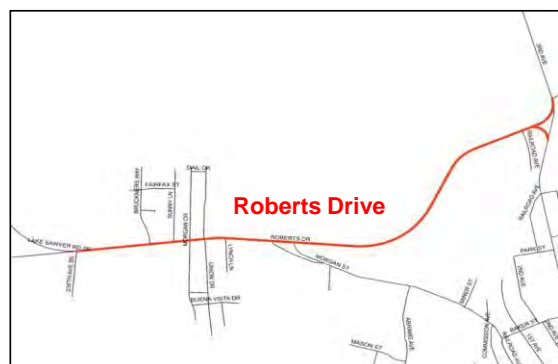
NON CAPITAL OPERATING COSTS

PWTF Loan Repay - REET II

TOTAL NON CAPITAL OPERATING

Capital Plan 2013 - 2018

Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
Land/Right of Way			20,000	60,000		
Preliminary Engineering			50,000			
Construction Engineering					350,000	
Design Engineering				380,000		
Construction Costs					4,800,000	
TOTAL COSTS	5,660,000	-	-	70,000	440,000	5,150,000
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
Grants				360,000	4,590,000	
Stormwater Connection/Res					50,000	
Developer/Impact Fees/SEPA					200,000	
Real Estate Excise Tax II			70,000	80,000	30,000	
PWTF loan					280,000	
TOTAL SOURCES	5,660,000	-	-	70,000	440,000	5,150,000
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
PWTF Loan Repay - REET II	17,004					17,004
TOTAL NON CAPITAL OPERATING	17,004	-	-	-	-	17,004



Capital Improvement Plan 2013 - 2018

Project for the

Street Department

T9

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. Funding for this project is dependent on the private property owners ability to funds the majority of the improvements.

CAPITAL PROJECT COSTS

Design Engineering

Construction Costs

TOTAL COSTS

REQUESTED FUNDING

Stormwtr Connection/Reserves

Developer/Impact Fees/SEPA

Real Estate Excise Tax II

TOTAL SOURCES

Capital Plan 2013 - 2018

Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
70,000					70,000	
350,000						350,000
420,000	-	-	-	-	70,000	350,000
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
25,000						25,000
295,000						295,000
100,000					70,000	30,000
420,000	-	-	-	-	70,000	350,000



Pacific Street

Capital Improvement Plan 2013 - 2018

Project for the

Street Department

T10

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. See the Villages and Lawson Hills EIS for more detailed information.

BACKGROUND

This is a MPD mitigation capacity adding project. The timing of these projects will be prompted by the progress the Master Planned Developments. These are included in the City's CIP to orderly deal with redevelopment that may occur on property bordering this project.

CAPITAL PROJECT COSTS

Land/Right of Way

Design Engineering

Construction Costs

TOTAL COSTS

REQUESTED FUNDING

Developer/Impact Fees/SEPA

TOTAL SOURCES

		Capital Plan 2013 - 2018					
Total \$ Requested 2013-2018		2013	2014	2015	2016	2017	2018
Land/Right of Way						200,000	
Design Engineering						150,000	
Construction Costs							1,200,000
TOTAL COSTS		1,550,000	-	-	-	350,000	1,200,000
Total \$ Requested 2013-2018		2013	2014	2015	2016	2017	2018
Developer/Impact Fees/SEPA		1,550,000				350,000	1,200,000
TOTAL SOURCES		1,550,000	-	-	-	350,000	1,200,000



Intersection at SR169 and Lawson

Capital Improvement Plan 2013 - 2018

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

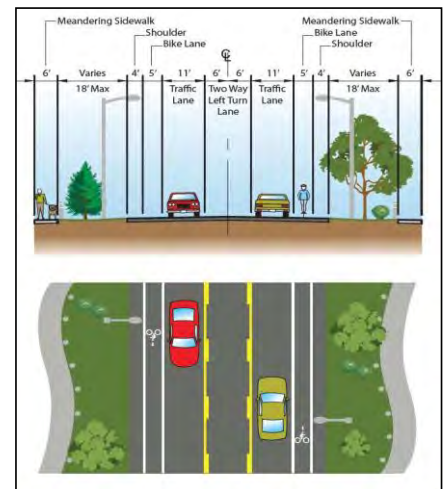
PROJECT TITLE SR 169 Gateway Corridor Improvement

DESCRIPTION Widen the SR-169 from Black Diamond Ravensdale Road 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. Additional lanes may also be considered.

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. The PWTF loan will be a 20 year at 2%, paid by REET II funds.

	Total \$ Requested 2013-2018	Capital Plan 2013 - 2018					
		2013	2014	2015	2016	2017	2018
CAPITAL PROJECT COSTS							
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							
Grants	5,200,000						5,200,000
PWTF loan	300,000					300,000	
Developer/Frontage Imp/SEPA	200,000				200,000		
TOTAL SOURCES	5,700,000			-	200,000	300,000	5,200,000
NON CAPITAL OPERATING COSTS							
PWTF Loan Repay - REET II	18,216						18,216
TOTAL NON CAPITAL OPERATING	18,216	-	-	-	-	-	18,216



Street Department

CAPITAL PROJECT FUNDING SUMMARY

Expenditure Summary by Project

STREET DEPARTMENT	Total \$ Requested 2013-2018	Capital Plan 2013 - 2018					
		2013	2014	2015	2016	2017	2018
T1 General Street Improvement	180,000	30,000	30,000	30,000	30,000	30,000	30,000
T2 SE 288th Street Overlay	150,000	150,000					
T3 Roberts Drive/State Rt 169 Roundabout	2,230,000	450,000	220,000	1,560,000			
T4 Morganville Intersection Improvements	100,000	40,000	60,000				
T5 Grant Matching Fund	240,000	40,000	40,000	40,000	40,000	40,000	40,000
T6 Rock Creek Bridge	510,000		80,000	430,000			
T7 Lawson Street Sidewalk	850,000			105,000	745,000		
T8 Roberts Drive Reconstruction	5,660,000			70,000	440,000	5,150,000	
T9 Pacific Street Neighborhood Improvements	420,000					70,000	350,000
T10 SR169 Widening at Lawson & Baker St.	1,550,000					350,000	1,200,000
T11 SR 169 Gateway Corridor Improvement	5,700,000				200,000	300,000	5,200,000
STREET DEPT TOTAL PROJECTS	17,590,000	710,000	430,000	2,235,000	1,455,000	5,940,000	6,820,000

Funding Sources

	Total \$ Requested 2013-2018	Capital Plan 2013 - 2018					
		2013	2014	2015	2016	2017	2018
TIB, CDBG and Other Grants							
T2 SE 288th Street Overlay	130,000	130,000					
T6 Rock Creek Bridge	370,000			370,000			
T7 Lawson Street Sidewalk (TIB Grant)	150,000				150,000		
T7 Lawson Street Sdwk (Safe Walk Sch Grant)	395,000				395,000		
T8 Roberts Drive Reconstruction	4,950,000				360,000	4,590,000	
T11 SR 169 Gateway Corridor Improvement	5,200,000						5,200,000
Total Grants	11,195,000	130,000		370,000	905,000	4,590,000	5,200,000
Stormwater Connection Fees/Reserves							
T8 Roberts Drive Reconstruction	50,000					50,000	
T9 Pacific Street Neighborhood Improvements	25,000						25,000
Total Stormwtr Connection/Reserves Funding	75,000					50,000	25,000
Developer Funded/Impact Fees/SEPA							
T3 Roberts Drive/State Rt 169 Roundabout	2,230,000	450,000	220,000	1,560,000			
T6 Rock Creek Bridge Repair	100,000		40,000	60,000			
T7 Lawson Street Sidewalk	305,000			105,000	200,000		
T8 Roberts Drive Reconstruction	200,000					200,000	
T9 Pacific Street Neighborhood Improvements	295,000						295,000
T10 SR169 Widening at Lawson & Baker St.	1,550,000					350,000	1,200,000
T11 SR 169 Gateway Corridor Improvement	200,000				200,000		
Total Developer/Impact/SEPA Funding	4,880,000	450,000	260,000	1,725,000	400,000	550,000	1,495,000

Funding Sources, cont.

STREET DEPARTMENT		Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
Real Estate Excise Tax II Funding								
T2	SE 288th Street Overlay	10,000	10,000					
T4	Morgan Intersection Improvements	100,000	40,000	60,000				
T5	Grant Matching Fund	240,000	40,000	40,000	40,000	40,000	40,000	40,000
T8	Roberts Drive Reconstruction	180,000			70,000	80,000	30,000	
T9	Pacific Street Neighborhood Improvements	100,000					70,000	30,000
	Total REET II Funding	630,000	90,000	100,000	110,000	120,000	140,000	70,000
Grant Matching Fund								
T6	Rock Creek Bridge Repair	40,000		40,000				
	Total Grant Matching Fund	40,000		40,000				
Street Funds								
T1	General Street Projects	180,000	30,000	30,000	30,000	30,000	30,000	30,000
	Total Street Funds	180,000	30,000	30,000	30,000	30,000	30,000	30,000
In-Kind Match								
T2	288th Street Overlay	10,000	10,000					
	Total In-Kind Match	10,000	10,000					
PWTF Loan								
T8	Roberts Drive Reconstruction	280,000					280,000	
T11	SR 169 Gateway Corridor Improvement	300,000					300,000	
	Total PWTF Loan	580,000					580,000	
TOTAL STREET PROJECTS		17,590,000	710,000	430,000	2,235,000	1,455,000	5,940,000	6,820,000
NON CAPITAL OPERATING COSTS		Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
T8	Roberts PWTF Loan Repay - REET II	17,004						17,004
T11	169 PWTF Loan Repay - REET II	18,216						18,216
S5	PW Fac & Eq Loan Pay (13%) Street Fund	5,807						5,807
	TOTAL NON CAPITAL OPERATING	41,027						41,027

Water Department

CAPITAL PROJECT SUMMARY

Funding Summary by Project

	Capital Plan 2013 - 2018						
WATER DEPARTMENT	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
W1 Springs and River Crossing Rehab Project	3,125,000	225,000	1,875,000	1,025,000			
W2 Reservoir Maintenance and Painting	115,000	15,000	100,000				
W3 5th Avenue Water Main Replacement	175,000	175,000					
W4 Fire Flow Loop to North Commercial Area	800,000			800,000			
W5 Springs Transmission Main Repl Phase I	800,000					100,000	700,000
WATER DEPARTMENT TOTAL PROJECTS	5,015,000	415,000	1,975,000	1,825,000		100,000	700,000

Capital Improvement Plan 2013 - 2018

Project for the	Water Department	#	W1
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PROJECT TITLE Springs & River Crossing Rehab. Project

DESCRIPTION	Improvements to the City's spring collection facilities. Replacement of 1,300 lineal ft. of piping from the springs across the Green River to the North Bank Pump Station. Install a series of new pumps for greater pumping efficiency. Replace the chlorine injection system. Upgrade the controls and telemetry. Restore power generation capability.
BACKGROUND	This is a capacity and system reliability project funded by the Water Supply and Facilities Funding Agreement (WSFFA). The Funding agreement anticipated the seeking low interest financing for this project. There is a very good opportunity to obtain a PWTF loan this next year which will secure the funding for this project no matter what happens to the economy. The Property Owners funding the WSFFA projects will make the Public Works Trust Fund payments with back up surety guaranteeing payment.
COMMENTS	The project described above is proposed as the first phase of the WSFFA springs project. The second phase is the project W5.

CAPITAL PROJECT COSTS	Capital Plan 2013 - 2018							
	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018	
	Preliminary Engineering	75,000	75,000					
	Design Engineering	150,000	150,000					
	Construction Engineering	100,000	75,000	25,000				
	Construction Costs	2,800,000	1,800,000	1,000,000				
	TOTAL COSTS	3,125,000	225,000	1,875,000	1,025,000	-	-	-
	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018	
	REQUESTED FUNDING							
	Water Syst & Fac. Fndg Agrmt.	3,125,000	225,000	1,875,000	1,025,000			
TOTAL SOURCES	3,125,000	225,000	1,875,000	1,025,000	-	-	-	



Spring Water in Black Diamond

Capital Improvement Plan 2013 - 2018

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

PROJECT TITLE **Reservoir Painting and Maintenance**

DESCRIPTION

Repaint the 0.5 MG reservoir inside and out.

BACKGROUND

City staff was not able to obtain a grant for this project. A PWTF or possibly an internal loan will be needed as the condition is very bad. A PWTF loan could be for 10 years at a .5% interest rate, with annual payments of \$10,254.

COMMENTS

Based on the results of the inspection in 2012, the overall budget may have to increase/decrease to perform the maintenance work.

CAPITAL PROJECT COSTS

Design Engineering
Construction Engineering
TOTAL COSTS

Total \$ Requested 2013-2018	Capital Plan 2013 - 2018					
	2013	2014	2015	2016	2017	2018
Design Engineering	15,000					
Construction Engineering	100,000	100,000				
TOTAL COSTS	115,000	100,000	-	-	-	-
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
	2013	2014	2015	2016	2017	2018
PWTF Loan or other	100,000	100,000				
Real Estate Excise Tax II	15,000					
TOTAL SOURCES	115,000	100,000	-	-	-	-

REQUESTED FUNDING

PWTF Loan or other
Real Estate Excise Tax II
TOTAL SOURCES



Old Lawson Hill 500,000
Gallon Tank

Capital Improvement Plan 2013 - 2018

Project for the

Water Department

W3

PROJECT TITLE

5th Ave Water Main Replacement

DESCRIPTION

Replace 850 feet of 4 inch dead end asbestos concrete water main from 5th Ave intersection with Lawson St. South to the end of the road. Two fire hydrants also need to be replaced.

BACKGROUND

There is a lack of fire flow in this area and with low quality water pipe on a dead end line the service reliability is also very low. The City was selected for a CDBG Grant for this project in 2011. The grant agreement is expected in May or June of 2012. The City is trying to expedite the project so as to complete the construction while Lawson Creek is dried up.

COMMENTS

This project might be delayed to 2013 if it cannot be completed while Lawson Creek is dry in the summer of 2012 and is also shown in the 2013 budget year.

CAPITAL PROJECT COSTS

Construction Engineering
Construction Costs

TOTAL COSTS

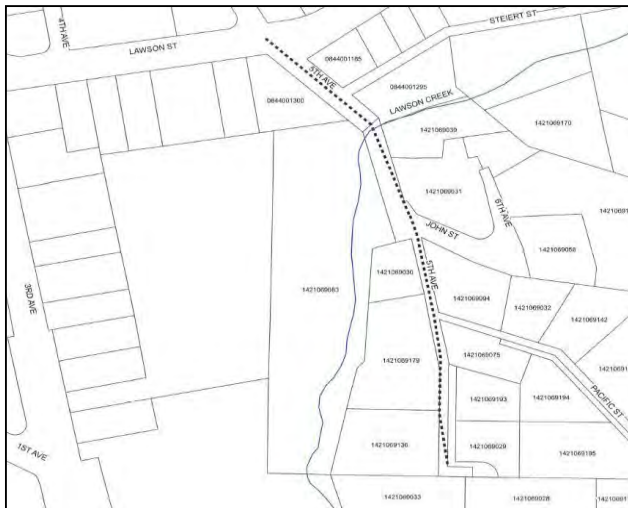
REQUESTED FUNDING

Grants

REET II

TOTAL SOURCES

Total \$ Requested 2013-2018	Capital Plan 2013 - 2018					
	2013	2014	2015	2016	2017	2018
Construction Engineering	15,000	15,000				
Construction Costs	160,000	160,000				
TOTAL COSTS	175,000	175,000	-	-	-	-
Total \$ Requested 2013-2018	Capital Plan 2013 - 2018					
	2013	2014	2015	2016	2017	2018
Grants	160,000	160,000				
REET II	15,000	15,000				
TOTAL SOURCES	175,000	175,000	-	-	-	-



Fire Hydrant on Fifth Ave.

Capital Improvement Plan 2013 - 2018

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

PROJECT TITLE **Fire Flow Loop - North Commercial 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 is a capacity and system reliability project funded by the Water Supply Facilities Funding Agreement. Other commercial properties along SR-169 may also be contributing or constructing portions of this project.

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.

	Total \$ Requested 2013-2018	Capital Plan 2013 - 2018					
		2013	2014	2015	2016	2017	2018
CAPITAL PROJECT COSTS							
Construction Costs	800,000			800,000			
TOTAL COSTS	800,000	-	-	800,000	-	-	-
REQUESTED FUNDING							
Total \$ Requested 2013-2018		2013	2014	2015	2016	2017	2018
Developer Funded	800,000			800,000			
TOTAL SOURCES	800,000	-	-	800,000	-	-	-



Capital Improvement Plan 2013 - 2018

Project for the

Water Department

W5

PROJECT TITLE

Springs Transmission Main Repl Phase I

DESCRIPTION

Replace 8000 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.

COMMENTS

A Public Works Trust Fund loan should be considered for this project.

CAPITAL PROJECT COSTS

Preliminary Engineering

Design Engineering

Construction Costs

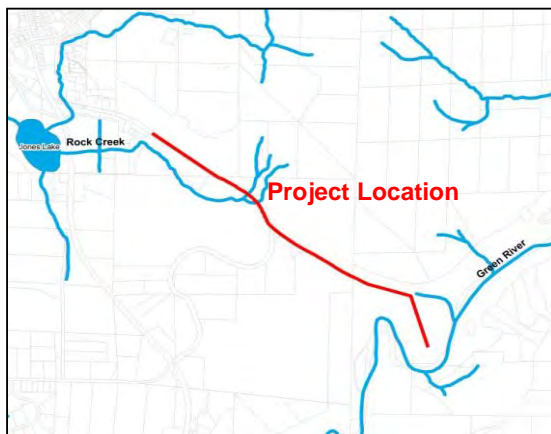
TOTAL COSTS

REQUESTED FUNDING

Water Syst & Fac. Funding Agrmt.

TOTAL SOURCES

Total \$ Requested 2013-2018	Capital Plan 2013 - 2018					
	2013	2014	2015	2016	2017	2018
Preliminary Engineering	20,000				20,000	
Design Engineering	80,000				80,000	
Construction Costs	700,000					700,000
TOTAL COSTS	800,000	-	-	-	100,000	700,000
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
Water Syst & Fac. Funding Agrmt.	800,000				100,000	700,000
TOTAL SOURCES	800,000	-	-	-	100,000	700,000



Example of Ductile Iron Water Pipes

Water Department

CAPITAL PROJECT FUNDING SUMMARY

Funding Summary by Project

WATER DEPARTMENT	Capital Plan 2013 - 2018						
	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
W1 Springs and River Crossing Rehab Project	3,125,000	225,000	1,875,000	1,025,000			
W2 Reservoir Maintenance and Painting	115,000	15,000	100,000				
W3 5th Avenue Water Main Replacement	175,000	175,000					
W4 Fire Flow Loop to North Commercial Area	800,000			800,000			
W5 Springs Transmission Main Repl Phase I	800,000					100,000	700,000
WATER DEPARTMENT TOTAL PROJECTS	5,015,000	415,000	1,975,000	1,825,000		100,000	700,000

Funding Sources

	Capital Plan 2013 - 2018						
	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
Water System & Facilities Funding Agmt (WSFFA)							
W1 Springs and River Crossing Rehab Project	3,125,000	225,000	1,875,000	1,025,000			
W5 Springs Transmission Main Repl Phase I	800,000					100,000	700,000
Total WSFFA Funds	3,925,000	225,000	1,875,000	1,025,000		100,000	700,000
Grant Funding							
W3 5th Avenue Water Main Replacement	160,000	160,000					
Total Grant Funding	160,000	160,000					
PWTF Loan							
W2 Reservoir Painting and Maintenance	100,000		100,000				
	100,000		100,000				
Developer Funding							
W4 Fire Flow Loop to North Commercial Area	800,000			800,000			
Total Developer Funding	800,000			800,000			
Real Estate Excise Taxes II							
W2 Reservoir Painting and Maintenance	15,000	15,000					
W3 5th Avenue Water Main Replacement	15,000	15,000					
Total Real Estate Excise Taxes II	30,000	30,000					
TOTAL FUNDING FOR WATER PROJECTS	5,015,000	415,000	1,975,000	1,825,000		100,000	700,000

NON CAPITAL OPERATING COSTS	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
S5 PW Facilities & Equip Loan Payment (29%)	14,964						14,964
TOTAL NON CAPITAL OPERATING	14,964						14,964

Wastewater Department

CAPITAL PROJECT SUMMARY

Expenditure Summary by Project

	Capital Plan 2013 - 2018						
WASTEWATER DEPARTMENT	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
S1 Infiltration and Inflow Reduction Plan	180,000	30,000	30,000	30,000	30,000	30,000	30,000
S2 West Black Diamond Sewer Lift Station	360,000		30,000	250,000	80,000		
S3 Morganville Force Main Reroute	460,000				20,000	440,000	
S4 Cedarbrook Sewer Main	250,000				250,000		
S5 Public Works Facilities and Equipment	870,000		20,000			850,000	
WASTEWATER DEPT TOTAL PROJECTS	2,120,000	30,000	80,000	280,000	380,000	1,320,000	30,000

Capital Improvement Plan 2013 - 2018

Project for the

Wastewater Department

S1

PROJECT TITLE

Infiltration and Inflow Reduction Program

DESCRIPTION

Funding for I & I includes investigations, such as: TV inspections, smoke testing, flow monitoring, and then Repair Work such as: pipe rehabilitation, sealing, requiring private line replacement, manhole repair and sewer line replacement.

BACKGROUND

The City needs to reduce the infiltration and inflow as good stewardship and maintenance of the existing sewer system. The City also desires to preserve and recapture capacity in the wastewater system by reducing and controlling the peak flows.

COMMENTS

The City has completed a first round of investigation identifying various manhole repairs that are needed. Staff is being trained in various repair options. The goal over the next three years is to repair 10 manholes per year with City staff. Or the goal over the next three years is to contract out the repair of 20 manholes per year.

CAPITAL PROJECT COSTS

Construction Costs

TOTAL COSTS

REQUESTED FUNDING

Wstwtr Reserves/New Cust Fees

TOTAL SOURCES

Capital Plan 2013 - 2018						
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
180,000	30,000	30,000	30,000	30,000	30,000	30,000
180,000	30,000	30,000	30,000	30,000	30,000	30,000
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
180,000	30,000	30,000	30,000	30,000	30,000	30,000
180,000	30,000	30,000	30,000	30,000	30,000	30,000



Courtesy CRD, Victoria, BC

Capital Improvement Plan 2013 - 2018

Project for the

Wastewater Department

S2

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 Roberts Drive. Phase one is site selection, design and property/easement purchase. Phase two is wastewater lift station permitting and construction.

BACKGROUND

This project is to prepare for the continued 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 may take the lead role in planning, designing, permitting and construction of the ultimate facility to service this area. Timing and funding will need to be coordinated with the Villages Developer. This CIP only shows the design and right-of-way costs at this time.

CAPITAL PROJECT COSTS

Land/Right of Way
Preliminary Engineering
Design Engineering

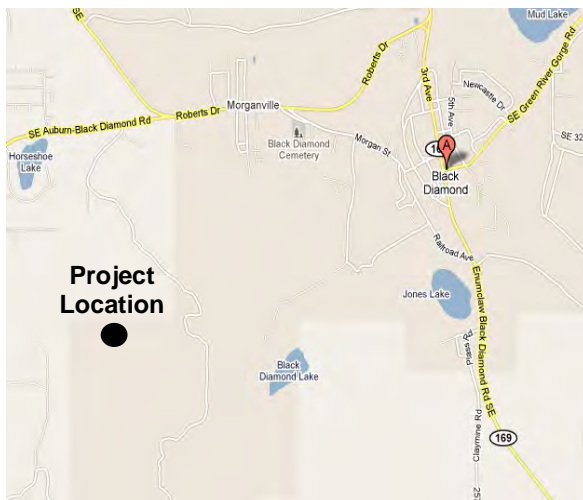
TOTAL COSTS

REQUESTED FUNDING

Developer Funded

TOTAL SOURCES

Capital Plan 2013 - 2018						
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
250,000			250,000			
30,000		30,000				
80,000				80,000		
360,000	-	30,000	250,000	80,000	-	-
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
360,000		30,000	250,000	80,000		
360,000	-	30,000	250,000	80,000	-	-



Capital Improvement Plan 2013 - 2018

Project for the **Wastewater Department** # **S3**

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 3500 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 there is an interim MPD need for directing flows from the Villages to Jones Lake pump station, most of this project might be constructed by the MPD developer. A 10 year PWTF loan in 2017 is planned to be 10 years at .5% interest.

CAPITAL PROJECT COSTS

Preliminary Engineering
Design Engineering
Construction Costs

TOTAL COSTS

REQUESTED FUNDING

Public Works Trust Fund Loan

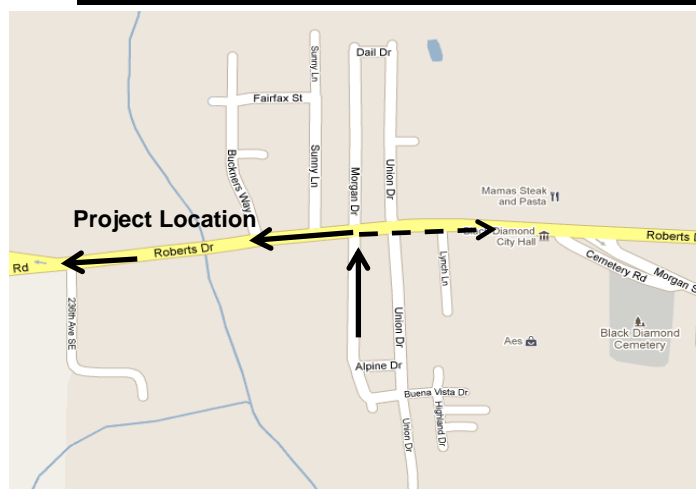
TOTAL SOURCES

NON CAPITAL OPERATING COSTS

Debt Repayment (Wstwr Res)

TOTAL OPERATING

Capital Plan 2013 - 2018						
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
Preliminary Engineering				20,000		
Design Engineering					40,000	
Construction Costs					400,000	
TOTAL COSTS	460,000	-	-	-	20,000	440,000
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
Public Works Trust Fund Loan	460,000			20,000	440,000	
TOTAL SOURCES	460,000	-	-	-	20,000	440,000
Total \$ Requested	2013	2014	2015	2016	2017	2018
Debt Repayment (Wstwr Res)	44,112					44,112
TOTAL OPERATING	44,112	-	-	-	-	44,112



Capital Improvement Plan 2013 - 2018

Project for the

Wastewater Department

S4

PROJECT TITLE

Cedarbrook Sewer Main

DESCRIPTION

Acquire City easement through the trailer park. Rehabilitate the existing sewer main to provide reliable public sewer service to the customers in the north east portion of the City.

BACKGROUND

This project will 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.

COMMENTS

This project reflects rehabilitation costs of the existing sewer not total replacement.

CAPITAL PROJECT COSTS

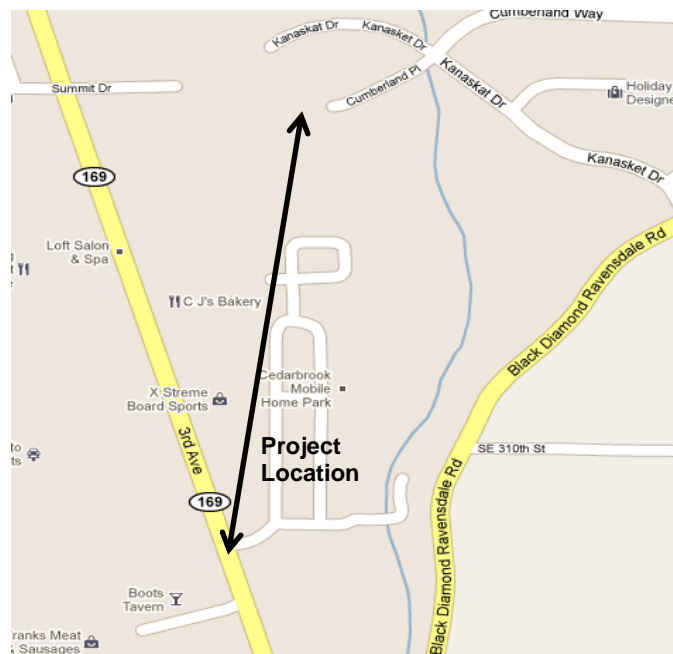
Design & Construction

TOTAL COSTS

REQUESTED FUNDING

Wstwr Res/New Customer Fees

Capital Plan 2013 - 2018						
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
250,000				250,000		
250,000	-	-	-	250,000	-	-
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
250,000				250,000		
250,000	-	-	-	250,000	-	-



Capital Improvement Plan 2013 - 2018

Project for the **Wastewater Department** # **S5**

PROJECT TITLE **Public Works Facilities and Equipment**

DESCRIPTION

The City is in need for several additional facilities and equipment. Such as better and larger materials handling and storage facilities; a street sweeper/vactor equipment; shop improvements; and maintenance employee facilities. As the City grows these needs will increase.

BACKGROUND

The City intends to out-source vactor and sweeping services as long as this method is cost effective. The City will also be evaluating the potential of equipment sharing with Maple Valley and Covington.

COMMENTS

Costs and timing will be revisited in the next annual update of the CIP after the results of the General Government Facilities Mitigation Charge Study is complete. The PWTF loan will be for 20 years at 2% interest. The payment will be approximately \$51,600 split among the utilities; 13% for Street, and 29% each will come from Water, Wastewater and Stormwater.

CAPITAL PROJECT COSTS

Building Improvements
Preliminary Engineering
Construction Costs
Equipment Purchases
TOTAL COSTS

Capital Plan 2013 - 2018						
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
100,000					100,000	
120,000		20,000			100,000	
300,000					300,000	
350,000					350,000	
870,000	-	20,000	-	-	850,000	-

REQUESTED FUNDING

Wstwtr, Water, Storm & Street Res
Public Works Trust Fund Loan
TOTAL SOURCES

Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
20,000		20,000				
850,000					850,000	
870,000	-	20,000	-	-	850,000	-

NON CAPITAL

OPERATING COSTS

S5 PWTF Debt Repay - (Wstwtr @ 29%)

TOTAL OPERATING

Total \$ Requested	2013	2014	2015	2016	2017	2018
14,964						14,964
14,964	-	-	-	-	-	14,964



Wastewater Department

CAPITAL PROJECT FUNDING SUMMARY

Expenditure Summary by Project

WASTEWATER DEPARTMENT	Capital Plan 2013 - 2018						
	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
S1 Infiltration and Inflow Reduction Plan	180,000	30,000	30,000	30,000	30,000	30,000	30,000
S2 West Black Diamond Sewer Lift Station	360,000		30,000	250,000	80,000		
S3 Morganville Force Main Reroute	460,000				20,000	440,000	
S4 Cedarbrook Sewer Main	250,000				250,000		
S5 Public Works Facilities and Equipment	870,000		20,000			850,000	
WASTEWATER DEPT TOTAL PROJECTS	2,120,000	30,000	80,000	280,000	380,000	1,320,000	30,000

Funding Sources

	Capital Plan 2013 - 2018						
	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
Wastewater Reserves, New Customers & Conn. Fees							
S1 Infiltration and Inflow Reduction Plan	180,000	30,000	30,000	30,000	30,000	30,000	30,000
S4 Cedarbrook Sewer Main	250,000				250,000		
S5 Public Works Facilities and Equipment	5,000		5,000				
Total Wstewtr Reserves/New Cust & Conn.Fees	435,000	30,000	35,000	30,000	280,000	30,000	30,000
Water, Storm, Street Reserves							
S5 Public Works Facilities and Equipment	15,000		15,000				
Total Wat/Storm/Street Reserves	15,000		15,000				
Developer Funded							
S2 West Black Diamond Sewer Lift Station	360,000		30,000	250,000	80,000		
Total Developer Funded	360,000		30,000	250,000	80,000		
Public Works Trust Fund Loan							
S3 Morganville Force Main Reroute	460,000				20,000	440,000	
S5 Public Works Facilities and Equipment	850,000					850,000	
Total PWTF Loans	1,310,000				20,000	1,290,000	
TOTAL FUNDING FOR WASTEWATER PROJECTS	2,120,000	30,000	80,000	280,000	380,000	1,320,000	30,000

NON CAPITAL OPERATING COSTS	Capital Plan 2013 - 2018						
	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
S3 Morganville Reroute Loan Pay - Wastewtr Res	44,112						44,112
S5 PW Fac and Equip Loan Pay (29%) Wastewtr Res	14,964						14,964
TOTAL NON CAPITAL OPERATING	59,076	-	-	-	-	-	59,076

Stormwater Department

CAPITAL PROJECT SUMMARY

Expenditure Summary by Project							
Project Name	Capital Plan 2013 - 2018						
	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
D1 Lake Sawyer Road Culvert and Guardrail	320,000			70,000	250,000		
D2 Ginder Creek Stormwater Treatment Pond	830,000		80,000	750,000			
STORMWATER DEPT TOTAL PROJECTS	1,150,000		80,000	820,000	250,000		

Capital Improvement Plan 2013 - 2018

Project for the **Stormwater Department** # **D1**

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

DESCRIPTION Replacing Stormwater Infrastructure: Replace the three 72 inch corrugated metal culverts with a bottomless concrete box culvert and install guard rails to protect vehicles from running into the creek.

BACKGROUND The existing three 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 2013 to assist with attracting grant and private mitigation funds. If grant funding is not received this project will be put on hold.

Capital Plan 2013 - 2018						
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
250,000				250,000		
70,000			70,000			
320,000	-	-	70,000	250,000	-	-
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
290,000			40,000	250,000		
30,000			30,000			
320,000	-	-	70,000	250,000	-	-

TOTAL COSTS

REQUESTED FUNDING

Grants (Dept of Ecology)

Stormwater Funding

TOTAL SOURCES



Capital Improvement Plan 2013 - 2018

Project for the **Stormwater Department** # **D2**

PROJECT TITLE **Ginder Creek Stormwater Treatment Pond**

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

BACKGROUND Whereas there is a total maximum daily load (TMDL) on Lake Sawyer for phosphorous, the city should look for opportunities to reduce phosphorous inputs from existing untreated stormwater discharges.

COMMENTS The City should look for grant opportunities and private developer contribution opportunities to upgrade the treatment of the stormwater discharges into Ginder Creek. A joint project with a developer may be possible. The City could offer the land in exchange for the treatment upgrade of the existing discharges. A PWTF loan in 2015 is an option for financing, with 15 years @ 1.5% interest, if a grant is not available.

TOTAL COSTS

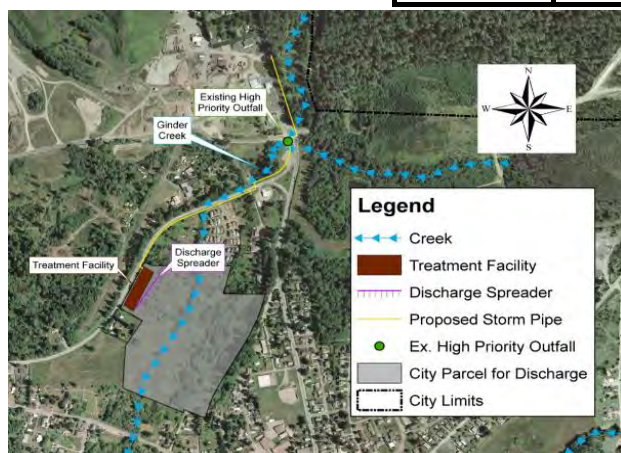
PWTF Loan
Stormwater Conn Fees/Res
Developer Funded
TOTAL SOURCES

NON CAPITAL OPERATING COSTS

PW Trust Loan Repayment

TOTAL NON CAPITAL OPERATING

Capital Plan 2013 - 2018						
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
80,000		80,000				
750,000			750,000			
830,000	-	80,000	750,000	-	-	-
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
650,000			650,000			
20,000		20,000				
160,000		60,000	100,000			
830,000	-	80,000	750,000	-	-	-
Total \$ Requested	2013	2014	2015	2016	2017	2018
145,260	-	-	-	48,420	48,420	48,420
145,260	-	-	-	48,420	48,420	48,420



Example of a Bioswale to Help Filter Storm Water

Stormwater Department

CAPITAL PROJECT FUNDING SUMMARY

Expenditure Summary by Project

Project Name	Capital Plan 2013 - 2018						
	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
D1 Lake Sawyer Road Culvert and Guardrail	320,000			70,000	250,000		
D2 Ginder Creek Stormwater Treatment Pond	830,000		80,000	750,000			
TOTAL EXPENDITURES	1,150,000		80,000	820,000	250,000		

Funding Sources

	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
DOE Grant - Future							
D1 Lake Sawyer Road Culvert and Guardrail	290,000			40,000	250,000		
Total Ecology Grants	290,000			40,000	250,000		
PWTF Loan							
D2 Ginder Creek Stormwater Treatment Pond	650,000			650,000			
Total PWTF Loan	650,000			650,000			
Stormwater Funded (reserves)							
D1 Lake Sawyer Road Culvert and Guardrail	30,000			30,000			
D2 Ginder Creek Stormwater Treatment Pond	20,000		20,000				
Total Stormwater Fund Funded	50,000		20,000	30,000			
Developer Funded							
D2 Ginder Creek Stormwater Treatment Pond	160,000		60,000	100,000			
Total Developer Funded	160,000		60,000	100,000			
TOTAL FUNDING FOR STORMWATER	1,150,000	-	80,000	820,000	250,000	-	-

NON CAPITAL OPERATING COSTS	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
D2 Ginder Creek Strmwtr Pond Repayment	145,260				48,420	48,420	48,420
S5 PW Facilities & Equip Loan Payment (29%)	14,964						14,964
T8 Strmwtr Conn Fees for Roberts Dr. Project	50,000					50,000	
T9 Pacific Street Neighborhood Impr Project	25,000						25,000
TOTAL NON CAPITAL OPERATING	235,224	-	-	-	48,420	98,420	88,384

CIP General Government Summary of Projects

Capital Improvement Plan 2013 - 2018

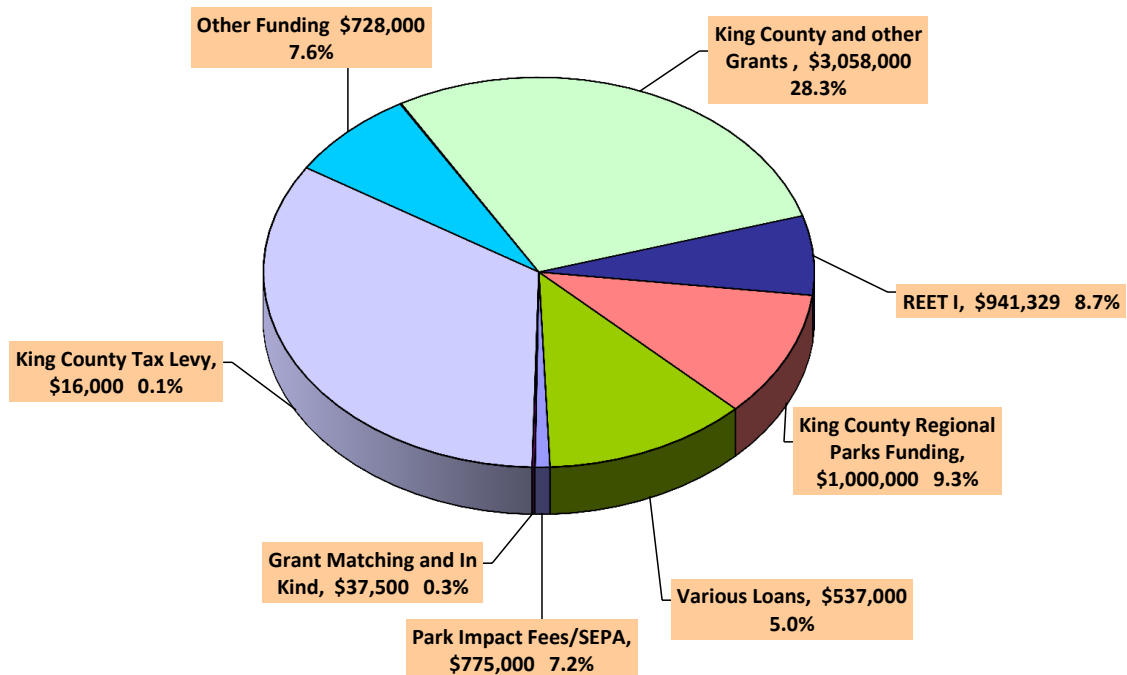
		Total \$ Project 2013 - 2018	2013	2014	2015	2016	2017	2018
POLICE PROJECTS								
L1	Police Technology	103,700	16,300	20,000	15,400	20,000	16,000	16,000
L2	Patrol Car Replacement	291,050	45,000	46,350	47,700	49,200	50,600	52,200
L3	Police Reroof	20,000		20,000				
TOTAL POLICE PROJECTS		414,750	61,300	86,350	63,100	69,200	66,600	68,200
FIRE DEPARTMENT PROJECTS								
F1	Replace Primary Fire Engine 98	365,000	365,000					
F2	Replace Reserve Engine	225,000					225,000	
F3	Replace Aid Car	600,000			600,000			
F4	Replace Brush-Truck Chassis	85,000						85,000
F5	New Fire Station and Equipment	3,240,000	25,000			125,000	140,000	2,950,000
TOTAL FIRE PROJECTS		4,515,000	390,000		600,000	125,000	365,000	3,035,000
PARKS PROJECTS								
P1	Lake Sawyer Boat Launch Imp	715,000	115,000		200,000		100,000	300,000
P2	Lake Sawyer Aquatic Weed Study	40,000	40,000					
P3	Ginder Creek Easement	30,000	30,000					
P4	Ginder Creek Property Acquisition	150,000	150,000					
P5	Grant Matching Funds	60,000	10,000	10,000	10,000	10,000	10,000	10,000
P6	Mine Hazard Assessment Study/Map	15,000	15,000					
P7	Cemetery Waterline Replacement	5,200	5,200					
P8	Ginder Creek Trail Restoration	76,000	28,000	28,000	20,000			
P9	Tree Mitigation	6,000	1,000	1,000	1,000	1,000	1,000	1,000
P10	Regional Trail System Development	300,000				100,000	100,000	100,000
P11	Lake Sawyer Regional Park	3,085,000	10,000			75,000	250,000	2,750,000
P12	Union Stump Memorial Park	20,000					20,000	
P13	Parks Signage	15,000						15,000
TOTAL PARKS PROJECTS		4,517,200	404,200	39,000	231,000	186,000	481,000	3,176,000
ADMINISTRATION AND CITY PROJECTS								
A1	City Technology Capital	120,000	20,000	20,000	20,000	20,000	20,000	20,000
TOTAL ADMIN AND CITY PROJECTS		120,000	20,000	20,000	20,000	20,000	20,000	20,000
TOTAL GENERAL GOVT CAPITAL PROJECTS		9,566,950	875,500	145,350	914,100	400,200	932,600	6,299,200

CIP General Government Funding Summary

Capital Improvement Plan 2013 - 2018

REQUESTED FUNDING <i>Includes Debt Repayments</i>	Total \$ Project	2013	2014	2015	2016	2017	2018
King County and Other Grants	2,742,200	322,200	20,000	220,000	100,000	180,000	1,900,000
REET I - Direct	629,750	91,300	116,350	93,100	99,200	116,600	113,200
King County Regional Parks Funding	1,000,000						1,000,000
Various Loans	1,147,000	240,000		600,000		225,000	82,000
Grant Matching and In Kind	83,000	63,000				20,000	
King County Tax Levy	16,000	8,000	8,000				
Bond Sales	3,215,000				125,000	140,000	2,950,000
Other Funding	728,000	150,000			75,000	250,000	253,000
Mitigation Fees	6,000	1,000	1,000	1,000	1,000	1,000	1,000
REET I Debt Repay	390,152	41,600	30,552	30,552	87,492	87,492	112,464
TOTAL SOURCES	\$9,957,102	\$917,100	\$175,902	\$944,652	\$487,692	\$1,020,092	\$6,411,664

General Government CIP by Type of Funding Total: \$9,957,102



REET I ANALYSIS SUMMARY (Fund 310)

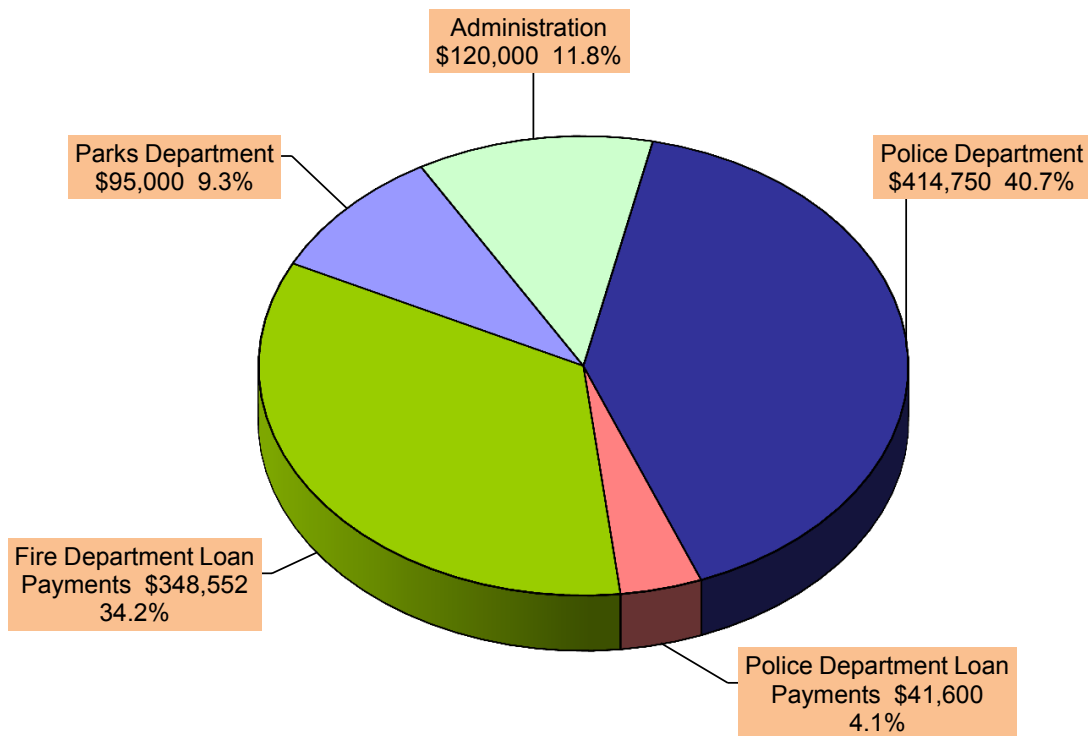
Capital Improvement Plan 2013 - 2018

REET I - REVENUE			Capital Plan 2013 - 2018					
	2012 REET I Budgeted & Funded	2013-2018 Summary Total	2013	2014	2015	2016	2017	2018
Beg Fund Balance 104	325,165	279,700	279,700	193,100	132,598	135,446	118,454	137,662
REET Revenue (annual)								
1/4 of 1% REET - Existing Property	39,700	384,000	40,000	48,000	55,000	63,000	81,000	97,000
1/4 of 1% REET - Other new homes		45,200	6,300	6,400	6,500	6,700	7,300	12,000
1/4 of 1% REET - MPD		518,000		32,000	65,000	100,000	135,000	186,000
Subtotal REET I Revenue	39,700	947,200	46,300	86,400	126,500	169,700	223,300	295,000
Reet II Transfer	93,500							
TOTAL Avail. Balance for Gen Govt Projects	458,365	1,226,900	326,000	279,500	259,098	305,146	341,754	432,662
REET I - PROJECT EXPENDITURES			Capital Plan 2013 - 2018					
	2012 REET I Budgeted & Funded	2013-2018 Summary Total	2013	2014	2015	2016	2017	2018
General Government								
A1 City Technology Upgrades	20,000	120,000	20,000	20,000	20,000	20,000	20,000	20,000
A2 Future Facility Site-Preliminary Engr/Design	17,500							
Subtotal General Government	37,500	120,000	20,000	20,000	20,000	20,000	20,000	20,000
Parks								
P5 Grant Matching	10,000	60,000	10,000	10,000	10,000	10,000	10,000	10,000
P12 Union Stump Memorial Park		20,000					20,000	
P13 Signage for Parks		15,000						15,000
Subtotal Parks Projects with REET I	10,000	95,000	10,000	10,000	10,000	10,000	30,000	25,000
Public Safety								
L1 Police Technology Upgrades	8,000	103,700	16,300	20,000	15,400	20,000	16,000	16,000
L2 Vehicle Replacement Plan	45,000	291,050	45,000	46,350	47,700	49,200	50,600	52,200
L3 Police Reroof		20,000		20,000				
L4 Repay Police Records Loan 2009	42,000	41,600	41,600					
SUBTOTAL POLICE	95,000	456,350	102,900	86,350	63,100	69,200	66,600	68,200
New Fire Station (study)	1,250							
Two New Fire Vehicles	34,915							
F1-4 Fire Loan Payments (Eng Repl/Aid Car/Brush Trk)		348,552		30,552	30,552	87,492	87,492	112,464
SUBTOTAL FIRE	36,165	348,552	30,552	30,552	87,492	87,492	87,492	112,464
Subtotal Public Safety Proj. with REET I	131,165	804,902	102,900	116,902	93,652	156,692	154,092	180,664
Total REET I Projects	178,665	1,019,902	91,300	116,350	93,100	99,200	116,600	113,200
Total REET I Debt		390,152	41,600	30,552	30,552	87,492	87,492	112,464
TOTAL REET I		1,410,054	132,900	146,902	123,652	186,692	204,092	225,664
REET I left for next year (Ending Balance)	279,700	206,998	193,100	132,598	135,446	118,454	137,662	206,998
REET based on Houses sold			2013	2014	2015	2016	2017	2018
Existing Property Sales (in 000's)			62 @\$250	75 @\$255	85 @\$260	95 @\$265	120 @\$270	140 @\$275
Other new home sales (in 000's)			10 @\$250	10 @\$255	10 @\$260	11 @\$265	12 @\$270	17 @\$275
MPD Phase 1 Resulting Sales -non commercial (in 000's)				50 @\$255	100 @\$260	150 @\$265	200 @\$270	270 @\$275
Population Base			4,060	4,077	4,239	4,536	4,971	5,514
Growth Increase (2.7 people per new household)			27	162	297	435	543	775
TOTAL POPULATION			4,087	4,239	4,536	4,971	5,514	6,289

General Government REET I Summary

Capital Improvement Plan 2013 - 2018

<i>Requested Funding</i>	Total \$ Requested	2013	2014	2015	2016	2017	2018
Police Department	414,750	61,300	86,350	63,100	69,200	66,600	68,200
<i>Police Department Loan Payments</i>	<i>41,600</i>	<i>41,600</i>					
<i>Fire Department Loan Payments</i>	<i>348,552</i>		<i>30,552</i>	<i>30,552</i>	<i>87,492</i>	<i>87,492</i>	<i>112,464</i>
Parks Department	95,000	10,000	10,000	10,000	10,000	30,000	25,000
Administration	120,000	20,000	20,000	20,000	20,000	20,000	20,000
Total REET I Projects	1,019,902	132,900	146,902	123,652	186,692	204,092	225,664



Police Department

CAPITAL PROJECT SUMMARY

Project Title	Capital Plan 2013 - 2018						
	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
L1 Police Technology Capital	103,700	16,300	20,000	15,400	20,000	16,000	16,000
L2 Vehicle Replacement Plan	291,050	45,000	46,350	47,700	49,200	50,600	52,200
L3 Reroof Police Building	20,000		20,000				
POLICE DEPARTMENT TOTAL PROJECTS	414,750	61,300	86,350	63,100	69,200	66,600	68,200

Capital Improvement Plan 2013 - 2018

Project for Police Department **#** L1

PROJECT TITLE Police Technology

DESCRIPTION Variety of technology for Police including 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

Laptops - Replacements

Routers, servers and Operating System

Upgrades & record sys

TOTAL COSTS

REQUESTED FUNDING

REET I

TOTAL SOURCES

NON CAPITAL OPERATING COSTS

Debt Repayment REET I Record Sys

TOTAL OPERATING

Capital Plan 2013 - 2018						
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
49,200	8,200	8,200	8,200	8,200	8,200	8,200
54,500	8,100	11,800	7,200	11,800	7,800	7,800
103,700	16,300	20,000	15,400	20,000	16,000	16,000
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
103,700	16,300	20,000	15,400	20,000	16,000	16,000
103,700	16,300	20,000	15,400	20,000	16,000	16,000
Total \$ Requested	2013	2014	2015	2016	2017	2018
41,600	41,600					
41,600	41,600					



Servers, Routers and Laptops

Technology Police

	2013	2014	2015	2016	2017	2018
Users Total	12	12	12	12	12	12
Users Police Officers	10	10	10	10	10	10
Purchase	-	-	-	-	-	-
Replacement	900	900	900	900	900	900
Rugged Laptops	-	-	-	-	-	-
Replacement	8,200	8,200	8,200	8,200	8,200	8,200
PC Software						
Software Purchase	450	450	450	450	450	450
MS Office			3,000			
Software Upgrades	250	250	250	250	250	250
Anti-virus/SPAM	900	900	900	900	900	900
Network						
Server purchases	5,000			5,000		
Server Upgrades		5,000			5,000	
NW/Security Devices		2,000		2,000		2,000
Network Software						
Operating Systems		1,500		1,500		1,500
Backup/WWW	500	500	500	500	500	500
Other purchases						
Video/Audio	200	200	200	200	200	200
Disaster Recovery			1,000			1,000
CAPITAL NEEDS						
Total	16,400	19,900	15,400	19,900	16,400	15,900
Rounding	16,300	20,000	15,400	20,000	16,000	16,000
Ongoing Operating Budget for Subscriptions and Software Maintenance						
For Information only						
PD Records Mgmt	12,000	12,000	12,000	12,000	12,000	12,000
PD Laptop Maint	3,245	3,245	3,245	3,245	3,245	3,245
Rounded Total	15,245	15,245	15,245	15,245	15,245	15,245

Capital Improvement Plan 2013 - 2018

Project for the **Police Department** # **L2**

PROJECT TITLE **Patrol Car Replacement Plan**

DESCRIPTION The City has created and maintained a vehicle replacement plan 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 Plan will allow the force to spend more time on the street and less time delivering them for repairs and maintenance. This plan will allow for replacement roughly every 110,000 miles.

		Capital Plan 2013 - 2018					
CAPITAL PROJECT COSTS	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
Capital Outlay	291,050	45,000	46,350	47,700	49,200	50,600	52,200
TOTAL COSTS	291,050	45,000	46,350	47,700	49,200	50,600	52,200
REQUESTED FUNDING	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
REET I	291,050	45,000	46,350	47,700	49,200	50,600	52,200
TOTAL SOURCES	291,050	45,000	46,350	47,700	49,200	50,600	52,200

Replacement Schedule

Car 20 2006 Blk/White
 Car 22 2007 Black
 Car 23 2007 Black
 Car 11 2006 Blk/White
 Car 27 2009 Blk/White
 Car 24 2008 Black/White

2013	2014	2015	2016	2017	2018
45,000	46,350	47,700	49,200	50,600	52,200



Police Vehicles and Replacement Schedule

Police Vehicles			2012 Ins Value	Mileage	Replacement Year								
#	License	YEAR	includes Equipment	Avg Projected	2012	2013	2014	2015	2016	2017	2018	2019	2020
		2012 K-9 Tahoe	44,000	14,000	9,000	23,000	37,000	51,000	65,000	79,000	93,000	107,000	121,000
11	42031D	2006 Blk/White	9,525	14,000	65,100	79,100	93,100	107,100	121,100	14,000	28,000	42,000	56,000
20	42030D	2006 Blk/White	21,800	14,000	79,800	93,800	14,000	28,000	42,000	56,000	70,000	84,000	98,000
22	43927D	2007 Black	23,500	18,000	72,300	90,300	108,300	18,000	36,000	54,000	72,000	90,000	108,000
24	46801D	2008 Black/White	24,530	8,000	34,500	42,500	50,500	58,500	66,500	74,500	82,500	90,500	98,500
23	45553D	2007 Black	24,775	18,000	69,913	87,913	105,913	123,913	18,000	36,000	54,000	72,000	90,000
26	46699D	2008 Black	21,035	8,000	34,800	42,800	50,800	58,800	66,800	74,800	82,800	90,800	98,800
27	47720D	2009 Blk/White	25,460	14,000	45,300	59,300	73,300	87,300	101,300	115,300	14,004	28,004	42,004
28	49285D	2009 Blk/White	25,460	14,000	39,200	53,200	67,200	81,200	95,200	109,200	123,200	14,005	28,005
29	54171D	2011 B/W	43,000	14,000	14,500	28,500	42,500	56,500	70,500	84,500	98,500	112,500	14,000
21	42033D	2006 Blk/White	16,800	5,000	58,705	63,705	68,705	73,705	78,705	83,705	88,705	93,705	98,705
			\$ 235,885	Cip Timeframe									

Capital Improvement Plan 2013 - 2018

Project for the **Police Department** # **L3**

PROJECT TITLE **Reroof Police Station**

DESCRIPTION The Police Station will be overdue for a new roof.

CAPITAL PROJECT COSTS	Capital Plan 2013 - 2018						
	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
	20,000	20,000					
	20,000	-	20,000	-	-	-	-
	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
	20,000	20,000					
	20,000	-	20,000	-	-	-	-
	Construction Costs						
	TOTAL COSTS						
REQUESTED FUNDING							
REET 1	20,000	20,000					
TOTAL SOURCES	20,000	-	20,000	-	-	-	-



Police Department

CAPITAL PROJECT SUMMARY

Expenditure Summary							
Project Title	Capital Plan 2013 - 2018						
	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
L1 Police Technology Capital	103,700	16,300	20,000	15,400	20,000	16,000	16,000
L2 Vehicle Replacement Plan	291,050	45,000	46,350	47,700	49,200	50,600	52,200
L3 Reroof Police Building	20,000		20,000				
TOTAL EXPENDITURES	414,750	61,300	86,350	63,100	69,200	66,600	68,200
Loan Payments							
L4 Repay Police Records 2009 Loan (5 yr)	41,600	41,600					
Total Loan Payment	41,600	41,600					
Funding Sources							
REQUESTED FUNDING	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
REET I							
L1 Police Technology Capital	103,700	16,300	20,000	15,400	20,000	16,000	16,000
L2 Vehicle Replacement Plan	291,050	45,000	46,350	47,700	49,200	50,600	52,200
L3 Reroof Police Building	20,000		20,000				
L4 Repay Pol. Records 2009 Loan (5 yr)	41,600	41,600					
Subtotal REET I	456,350	102,900	86,350	63,100	69,200	66,600	68,200
POLICE DEPARTMENT SUBTOTAL	456,350	102,900	86,350	63,100	69,200	66,600	68,200
Less Loan Payments	(41,600)	(41,600)					
TOTAL FUNDING FOR POLICE PROJECTS	414,750	61,300	86,350	63,100	69,200	66,600	68,200

Fire Department

CAPITAL PROJECT SUMMARY

Project Title	Capital Plan 2013 - 2018						
	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
F1 Replace Primary Fire Engine 98	365,000	365,000					
F2 Replace Reserve Engine	600,000			600,000			
F3 Replace Aid Car	225,000					225,000	
F4 Replace Brush Truck Chassis	85,000						85,000
F5 New Fire Station and Equipment (Growth)	3,240,000	25,000			125,000	140,000	2,950,000
FIRE DEPARTMENT TOTAL PROJECTS	4,515,000	390,000		600,000	125,000	365,000	3,035,000

Capital Improvement Plan 2013 - 2018

Project for the	Fire Department	#	F1
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PROJECT TITLE	Replace Primary Fire Engine (2000)
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DESCRIPTION

This project replaces the newest engine in the fleet with a suitable, demo pumper having better long-term maintenance prospects.

BACKGROUND

The present vehicle experienced a major mechanical malfunction during 2010 annual service testing. Repairs cost over \$21,000 and required more than four months to complete. Only one service center bid on the overhaul because of difficulties obtaining replacement parts.

COMMENTS

The Fire Maintenance Supervisor recommends replacing the current pumper now with a 3 to 4 year old used one, to offset the higher cost of replacement. A State sponsored loan is one means of funding this project. Cost projections below are based on 5% interest rate over a 10 year term.

CAPITAL PROJECT COSTS

Capital Outlay

TOTAL COSTS

REQUESTED FUNDING

Loan Plan

Surplus Equipment Sale

TOTAL SOURCES

NON CAPITAL OPERATING COSTS

REET I Debt Repay (5yr @5%)

TOTAL OPERATING

Capital Plan 2013 - 2018						
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
Capital Outlay	365,000	365,000				
TOTAL COSTS	365,000	365,000	-	-	-	-
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
Loan Plan	240,000	240,000				
Surplus Equipment Sale	125,000	125,000				
TOTAL SOURCES	365,000	365,000	-	-	-	-
Total \$ Requested	2013	2014	2015	2016	2017	2018
REET I Debt Repay (5yr @5%)	152,760	30,552	30,552	30,552	30,552	30,552
TOTAL OPERATING	152,760	30,552	30,552	30,552	30,552	30,552



Engine 98 to be sold and replaced

Capital Improvement Plan 2013 - 2018

Project for the

Fire Department

F2

PROJECT TITLE

Replace Reserve Engine

DESCRIPTION

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

BACKGROUND

Engine 981 is a Pierce brand engine custom built for Kent Fire in 1986. The City later purchased this engine used. It has more than 155,000 miles on the odometer and 12,000 hours in use.

COMMENTS

Replacing Engine 981 moves the newest engine to a reserve status and prolongs its service life. A fifteen year loan at 5% interest adds about \$254,000 in financing costs.

CAPITAL PROJECT COSTS

Capital Outlay

TOTAL COSTS

REQUESTED FUNDING

Loan Purchase Plan

TOTAL SOURCES

NON CAPITAL OPERATING COSTS

REET I Debt Repay (15yr @5%)

TOTAL OPERATING

Capital Plan 2013 - 2018						
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
600,000			600,000			
600,000	-	-	600,000	-	-	-

Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
600,000			600,000			
600,000	-	-	600,000	-	-	-

Total \$ Requested	2013	2014	2015	2016	2017	2018
170,820				56,940	56,940	56,940
170,820	-	-	-	56,940	56,940	56,940



Engine #981

Capital Improvement Plan 2013 - 2018

Project for the	Fire Department	#	F3
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PROJECT TITLE	Replace Aid Car
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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 At the estimated cost of \$225,000, a twelve year loan assuming a 5% interest rate would be \$24,972 per year.

		Capital Plan 2013 - 2018					
CAPITAL PROJECT COSTS	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
	Capital Outlay	225,000			-	225,000	
TOTAL COSTS	225,000	-	-	-	-	225,000	-
REQUESTED FUNDING	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
	Loan Purchase Plan	225,000			-	225,000	-
TOTAL SOURCES	225,000	-	-	-	-	225,000	-
NON CAPITAL OPERATING COSTS	Total \$ Requested	2013	2014	2015	2016	2017	2018
	REET I Debt Repay (12yr @5%)	24,972					24,972
TOTAL OPERATING	24,972						24,972



Aid Car 98



Capital Improvement Plan 2013 - 2018

Project for the	Fire Department	#	F4
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PROJECT TITLE	Replace Brush-Truck Chassis
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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 Plan.

CAPITAL PROJECT COSTS

Capital Outlay

TOTAL COSTS

REQUESTED FUNDING

Loan Purchase Plan

Surplus Sale of Equip.

TOTAL SOURCES

Capital Plan 2013 - 2018						
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
85,000						85,000
85,000	-	-	-	-	-	85,000
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
82,000						82,000
3,000						3,000
85,000	-	-	-	-	-	85,000



Example of a Brush Truck with Chassis

Capital Improvement Plan 2013 - 2018

Project for the

Fire Department

#

F5

PROJECT TITLE

New Fire Station and Equipment - Growth Related

DESCRIPTION

Provide a satellite fire station sited and equipped to enhance fire and emergency medical service delivery in the community. This initiative begins with a site location study, proceeds to construct the station, and ends with a complement of essential equipment in service at the new facility.

BACKGROUND

Service needs within the community will change with growth. This project seeks to determine the optimal location, build approximately 8,000 square feet of fire station at \$405 per square foot within the next six year at a cost of approximately \$3,240,000. Additional growth related equipment of a Fire Pumper, Aid Car, Brush Truck, & Support Vehicle will be needed in later years after more growth has occurred.

COMMENTS

Financing for this project may be a 20 year bond issue at 5% interest. Payments of the debt will be 83.73% developer responsibility of approximately \$213,190 (from fire impact fees), and the City portion at 16.27% of the total, with payments of \$41,426. This is per the Fire District Impact Fee Study, (IFS p.17). The City share of payments will need to come from REET, Sales Tax from new construction or other sources.

CAPITAL PROJECT COSTS

Preliminary Engineering
Construction Engineering
Design Engineering
Construction Costs (bldg)

TOTAL COSTS

REQUESTED FUNDING

Bond Sales

Other Financing

TOTAL SOURCES

Capital Plan 2013 - 2018						
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
75,000	-			75,000		
70,000		-		-	70,000	
145,000	25,000			50,000	70,000	
2,950,000						2,950,000
3,240,000	25,000	-	-	125,000	140,000	2,950,000
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
3,215,000				125,000	140,000	2,950,000
25,000	25,000					
3,240,000	25,000	-	-	125,000	140,000	2,950,000



New Fire
Station 96

Fire Department

CAPITAL PROJECT SUMMARY

Expenditure Summary by Project							
Project Title	Capital Plan 2013 - 2018						
	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
F1 Replace Primary Fire Engine 98	365,000	365,000					
F2 Replace Reserve Engine	600,000			600,000			
F3 Replace Aid Car	225,000					225,000	
F4 Replace Brush Truck Chassis	85,000						85,000
F5 New Fire Station and Equipment (Growth)	3,240,000	25,000			125,000	140,000	2,950,000
TOTAL EXPENDITURES	4,515,000	390,000		600,000	125,000	365,000	3,035,000
Funding Sources							
Loans to Finance Projects							
F1 Engine 98 Replace (10 yr)	240,000	240,000					
F2 Replace Reserve Engine (15 yr)	600,000			600,000			
F3 Replace Aid Car (12 yr)	225,000					225,000	
F4 Replace Brush Truck Chassis (5 yr)	82,000						82,000
Total Loans	1,147,000	240,000		600,000		225,000	82,000
REET I							
F1 Engine 98 Replace (Loan Payment 10 yr)	152,760		30,552	30,552	30,552	30,552	30,552
F2 Replace Reserve Engine (Loan Payment 15 yr)	170,820				56,940	56,940	56,940
F3 Replace Aid Car (Loan Payment 12 yr)	24,972						24,972
Total REET I Funding	348,552		30,552	30,552	87,492	87,492	112,464
Bond Sales							
F5 New Fire Station and Equipment	3,215,000				125,000	140,000	2,950,000
Total Bond Sales	3,215,000				125,000	140,000	2,950,000
Other Financing							
F1 Replace Engine 98 (Surplus Funding)	125,000	125,000					
F4 Brush Truck Chassis (Surplus Funding)	3,000						3,000
F5 New Fire Station & Eq. (Surplus Funding)	25,000	25,000					
Total Other Financing	153,000	150,000					3,000
FIRE DEPT SUBTOTAL	4,863,552	390,000	30,552	630,552	212,492	452,492	3,147,464
Less Loan Payment Amounts	(348,552)		(30,552)	(30,552)	(87,492)	(87,492)	(112,464)
TOTAL FIRE PROJECTS	4,515,000	390,000		600,000	125,000	365,000	3,035,000

Parks Department

CAPITAL PROJECT SUMMARY

Expenditure Summary by Project							
Project Name	Capital Plan 2013 - 2018						
	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
P1 Lake Sawyer Boat Launch Improvements	715,000	115,000		200,000		100,000	300,000
P2 Lake Sawyer Aquatic Weed Study	40,000	40,000					
P3 Ginder Creek Easement	30,000	30,000					
P4 Ginder Creek Property Acquisition	150,000	150,000					
P5 Grant Matching Funds	60,000	10,000	10,000	10,000	10,000	10,000	10,000
P6 Mine Hazard Assessment Study/Map	15,000	15,000					
P7 Cemetery Waterline Replacement	5,200	5,200					
P8 Ginder Creek Trail Restoration	76,000	28,000	28,000	20,000			
P9 Tree Mitigation	6,000	1,000	1,000	1,000	1,000	1,000	1,000
P10 Regional Trail System Development	300,000				100,000	100,000	100,000
P11 Lake Sawyer Regional Park	3,085,000	10,000			75,000	250,000	2,750,000
P12 Union Stump Memorial Park	20,000					20,000	
P13 Parks Signage	15,000						15,000
PARKS DEPARTMENT TOTAL PROJECTS	4,517,200	404,200	39,000	231,000	186,000	481,000	3,176,000

Capital Improvement Plan 2013 - 2018

Project for the **Parks Department** # **P1**

PROJECT TITLE Lake Sawyer Boat Launch Park Improvements

DESCRIPTION Existing boat launch facility on the west end of Lake Sawyer off of 296th Avenue.

BACKGROUND A 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. The ramp was repaired in the Summer of 2011 by the Public Works Department utilizing grant matching funds. Based on the conceptual site plan produced in 2009 by Anchor Environmental Services, items remaining to be completed include the addition of a pier, playground equipment, restrooms, slope stability issues and improvements to the trailer parking area.

CAPITAL PROJECT COSTS

Construction Costs

Design/Permitting Costs

TOTAL COSTS

REQUESTED FUNDING

King County Grant

Grant Matching

RCO Grant

TOTAL SOURCES

Capital Plan 2013 - 2018						
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
Construction Costs			200,000			300,000
Design/Permitting Costs	115,000				100,000	
TOTAL COSTS	115,000	-	200,000	-	100,000	300,000
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
King County Grant	280,000		200,000		80,000	
Grant Matching	50,000	30,000			20,000	
RCO Grant	385,000	85,000				300,000
TOTAL SOURCES	715,000	-	200,000	-	100,000	300,000



Lake Sawyer Boat Launch



Capital Improvement Plan 2013 - 2018

Project for the	Parks Department	#	P2
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PROJECT TITLE	Lake Sawyer Aquatic Weed Management Plan
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DESCRIPTION	Develop an Aquatic Weed Management Plan for approval from the Department of Ecology.
BACKGROUND	The City and King County joined forces in putting together a project application for the development of an Aquatic Weed Management Plan utilizing City and County resources. The application was approved and the City was awarded \$25,000 towards developing the plan.

		Capital Plan 2013 - 2018					
CAPITAL PROJECT COSTS	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
	Permitting	40,000	40,000				
TOTAL COSTS	40,000	40,000	-	-	-	-	-
REQUESTED FUNDING	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
	DOE Grant	25,000	25,000				
	Other - Grant Matching	7,000	7,000				
	In-Kind Contribution	8,000	8,000				
TOTAL SOURCES	40,000	40,000	-	-	-	-	-



Invasive Milfoil

Capital Improvement Plan 2013 - 2018

Project for the	Parks Department	#	P3
PROJECT TITLE	Ginder Creek Easement		

DESCRIPTION

Acquisition of trail easement to the Ginder Creek property, and a possible alternative access point.

CAPITAL PROJECT COSTS

Land/Right of Way

TOTAL COSTS

REQUESTED FUNDING

Conservation Futures Grant

Other Grants or Sources

TOTAL SOURCES

Capital Plan 2013 - 2018						
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
30,000	30,000					
30,000	30,000	-	-	-	-	-
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
15,000	15,000					
15,000	15,000					
30,000	30,000	-	-	-	-	-



Ginder Creek

Capital Improvement Plan 2013 - 2018

Project for the

Parks Department

#

P4

PROJECT TITLE

Ginder Creek Property Acquisition

DESCRIPTION

Acquisition of trail easement to the Ginder Creek property, and a possible alternative access point. Conservation Futures or other grant money will be pursued for this purchase.

CAPITAL PROJECT COSTS

Land/Right of Way

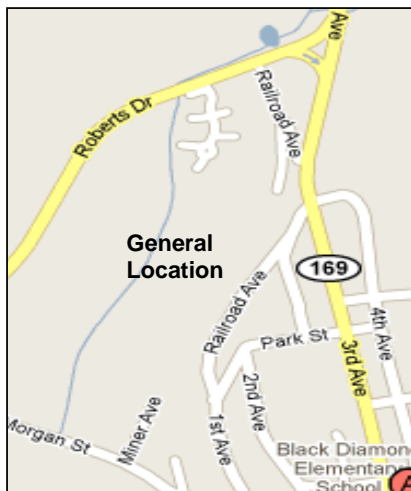
TOTAL COSTS

REQUESTED FUNDING

Conservation Futures Grant

TOTAL SOURCES

Capital Plan 2013 - 2018						
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
150,000	150,000					
150,000	150,000	-	-	-	-	-
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
150,000	150,000					
150,000	150,000	-	-	-	-	-



Ginder Creek



Capital Improvement Plan 2013 - 2018

Project for the **Parks Department** # **P5**

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 Plan 2013 - 2018					
CAPITAL PROJECT COSTS	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
Transfer Reserves	60,000	10,000	10,000	10,000	10,000	10,000	10,000
TOTAL COSTS	60,000	10,000	10,000	10,000	10,000	10,000	10,000
REQUESTED FUNDING	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
REET I	60,000	10,000	10,000	10,000	10,000	10,000	10,000
TOTAL SOURCES	60,000	10,000	10,000	10,000	10,000	10,000	10,000



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 Plan 2013 - 2018

Project for the

Parks Department

P6

PROJECT TITLE

Mine Hazard Assessment Study/Map

DESCRIPTION

Mine hazard study and the production of a map identifying Declassified, Low, Moderate and High mine hazard areas within the City of Black Diamond.

BACKGROUND

Budget limitations restricted a detailed professional analysis of past mining activities including depths and locations in determining areas within the City that would identified as a Declassified, Low, Moderate or Severe mine hazard areas throughout the City. Current maps give a general location, as budget allowed in the development of the Sensitive Areas Ordinance, within the City, where these mine hazards may exist, but offer little in detail. The code requires that an analysis be done by a qualified professional for development within these potential mine hazard areas, which encompasses a good portion of the City limits of Black Diamond. A subsequent study and generation of a mine hazard map would aide staff in making determinations where further analysis may or may not be required in accordance with code and help save money for citizens that would like to do additions, replace existing structures, etc. for minimal cost to the City as researched by staff. Staff will continue to look for grants in order for this study to occur.

CAPITAL PROJECT COSTS

Study

TOTAL COSTS

REQUESTED FUNDING

4 Culture or DOC Grant

TOTAL SOURCES

Capital Plan 2013 - 2018						
Total \$ Requested 2013- 2018	2013	2014	2015	2016	2017	2018
15,000	15,000					
15,000	15,000	-	-	-	-	-
Total \$ Requested 2013- 2018	2013	2014	2015	2016	2017	2018
15,000	15,000					
15,000	15,000	-	-	-	-	-

Capital Improvement Plan 2013 - 2018

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

PROJECT TITLE Cemetery Waterline Replacement Project

DESCRIPTION

Replace approximately 600 lineal feet of steel water service line into the cemetery and replace with anti-freeze spigots.

BACKGROUND

The existing line is made out of steel and continually springs leaks that maintenance staff have to repair and costs the City money. A new 1" poly line will be installed by city staff to ensure no more leaks in the future.

CAPITAL PROJECT COSTS

Construction Costs

TOTAL COSTS

REQUESTED FUNDING

Other - 4-Culture Grant

Other - In kind

TOTAL SOURCES

Capital Plan 2013 - 2018						
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
5,200	5,200					
5,200	5,200	-	-	-	-	-
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
2,200	2,200					
3,000	3,000					
5,200	5,200	-	-	-	-	-



Black Diamond Cemetery

Capital Improvement Plan 2013 - 2018

Project for the **Parks Department** # **P8**

PROJECT TITLE **Ginder Creek Trail Restoration**

DESCRIPTION

Restoration of the riparian buffer along the City's Ginder Creek property and a trail system development on the property.

BACKGROUND

A major focus in Black Diamond has been creating a town that is walkable and pedestrian friendly with natural amenities that appeal to everyone. This project will focus on developing this along the City's property on it's Ginder Creek property.

CAPITAL PROJECT COSTS

Trail Improvements
Construction Costs

TOTAL COSTS

REQUESTED FUNDING

Other/Unknown
King County Tax Levy

TOTAL SOURCES

Capital Plan 2013 - 2018						
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
16,000	8,000	8,000				
60,000	20,000	20,000	20,000			
76,000	28,000	28,000	20,000	-	-	-
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
60,000	20,000	20,000	20,000			
16,000	8,000	8,000				
76,000	28,000	28,000	20,000	-	-	-



Ginder Creek

Capital Improvement Plan 2013 - 2018

Project for the **Parks Department** # **P9**

PROJECT TITLE **Tree Mitigation Fund**

DESCRIPTION Tree mitigation fund for planting trees where needed within the City.

BACKGROUND A tree mitigation fund was developed with the passage of Black Diamond's tree ordinance in 2008. These funds have been set aside to help with the City with planting projects and Earth Day events throughout the City.

Capital Plan 2013 - 2018							
CAPITAL PROJECT COSTS	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
	Capital Outlay	6,000	1,000	1,000	1,000	1,000	1,000
TOTAL COSTS	6,000	1,000	1,000	1,000	1,000	1,000	1,000
REQUESTED FUNDING	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
	Tree Mitigation Funds	6,000	1,000	1,000	1,000	1,000	1,000
TOTAL SOURCES	6,000	1,000	1,000	1,000	1,000	1,000	1,000

The City planted a young Sequoia tree at the corner of HWY 169 & Roberts Drive in late 2010



Capital Improvement Plan 2013 - 2018

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

PROJECT TITLE **Trail System Development**

DESCRIPTION

The specific area of interest includes large-scale trail improvement throughout the City connecting master planned communities and the 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 2011, a comprehensive trail plan was completed and adopted that allows the City more flexibility in applying for grant resources.

CAPITAL PROJECT COSTS

Construction Costs

TOTAL COSTS

REQUESTED FUNDING

King County Grant

TOTAL SOURCES

NON CAPITAL OPERATING COSTS

Trail System Maintenance

TOTAL OPERATING

Capital Plan 2013 - 2018						
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
300,000				100,000	100,000	100,000
300,000	-	-	-	100,000	100,000	100,000
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
300,000				100,000	100,000	100,000
300,000	-	-	-	100,000	100,000	100,000
Total \$ Requested	2013	2014	2015	2016	2017	2018
20,000					10,000	10,000
20,000	-	-	-	-	10,000	10,000



A well maintained King County trail

Capital Improvement Plan 2013 - 2018

Project for the	Parks Department	# P11
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PROJECT TITLE	Lake Sawyer Regional Park
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DESCRIPTION Regional facility on the south end of Lake Sawyer area.

BACKGROUND This is raw land that has an adopted conceptual plan by the Black Diamond City Council (2008).
The concept plan suggests to establish a logical, progressive phased construction plan that develops the park from Lake Sawyer Park in. 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. 2018 is scheduled for \$2,750,000 (Grant and King County monies) to finish phase I of the project.

COMMENTS

Capital Plan 2013 - 2018							
CAPITAL PROJECT COSTS	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
	Preliminary Engineering	10,000			75,000		
Construction Engineering	250,000						250,000
Design Engineering	250,000					250,000	
Construction Costs	2,500,000						2,500,000
TOTAL COSTS	3,085,000	10,000	-	-	75,000	250,000	2,750,000
REQUESTED FUNDING	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
	RCO Grant						1,500,000
Environmental Grant	10,000	10,000					
Other/Unknown	575,000				75,000	250,000	250,000
King County Regional Parks	1,000,000						1,000,000
TOTAL SOURCES	3,085,000	10,000			75,000	250,000	2,750,000



Lake Sawyer Park

Capital Improvement Plan 2013 - 2018

Project for the

Parks Department

P12

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. The fence was repaired in 2009, leaving formal parking to be established. This project includes design of the parking area in 2016.

CAPITAL PROJECT COSTS

Construction Costs

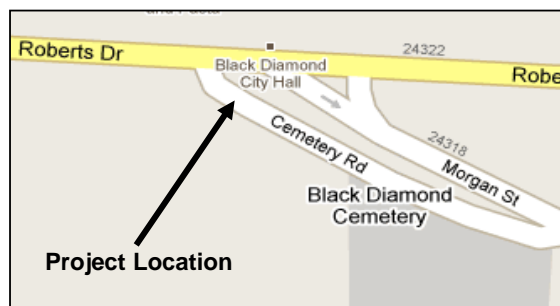
TOTAL COSTS

REQUESTED FUNDING

REET I

TOTAL SOURCES

Capital Plan 2013 - 2018						
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
20,000					20,000	
20,000	-	-	-	-	20,000	-
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
20,000					20,000	
20,000	-	-	-	-	20,000	-



Union Stump Memorial Park

Capital Improvement Plan 2013 - 2018

Project for the **Parks Department** # **P13**

PROJECT TITLE **Parks Signage**

DESCRIPTION

Park facility signs will be placed 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.

CAPITAL PROJECT COSTS

Capital Outlay

TOTAL COSTS

REQUESTED FUNDING

REET I

TOTAL SOURCES

Capital Plan 2013 - 2018						
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
15,000						15,000
15,000	-	-	-	-	-	15,000
Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
15,000	-	-	-	-		15,000
15,000	-	-	-	-		15,000



Park Signage Examples

Parks Department

CAPITAL PROJECT SUMMARY

Expenditure Summary by Project

Project Name	Capital Plan 2013 - 2018						
	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
P1 Lake Sawyer Boat Launch Improvements	715,000	115,000		200,000		100,000	300,000
P2 Lake Sawyer Aquatic Weed Study	40,000	40,000					
P3 Ginder Creek Easement	30,000	30,000					
P4 Ginder Creek Property Acquisition	150,000	150,000					
P5 Grant Matching Funds	60,000	10,000	10,000	10,000	10,000	10,000	10,000
P6 Mine Hazard Assessment Study/Map	15,000	15,000					
P7 Cemetery Waterline Replacement	5,200	5,200					
P8 Ginder Creek Trail Restoration	76,000	28,000	28,000	20,000			
P9 Tree Mitigation	6,000	1,000	1,000	1,000	1,000	1,000	1,000
P10 Regional Trail System Development	300,000				100,000	100,000	100,000
P11 Lake Sawyer Regional Park	3,085,000	10,000			75,000	250,000	2,750,000
P12 Union Stump Memorial Park	20,000					20,000	
P13 Parks Signage	15,000						15,000
TOTAL PLANNED EXPENDITURES	4,517,200	404,200	39,000	231,000	186,000	481,000	3,176,000

Funding Sources

	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
Recreation & Conservation Grant (RCO)							
P1 Lake Sawyer Boat Launch Improv.	385,000	85,000					300,000
P4 Ginder Creek Property Acquisition	150,000	150,000					
P11 Lake Sawyer Regional Park	1,500,000						1,500,000
DOE Grant							
P2 Lake Sawyer Aquatic Program (IAVMP)	25,000	25,000					
P11 Lake Sawyer Regional Park	10,000	10,000					
King County Grant							
P1 Lake Sawyer Boat Launch Improvements	280,000			200,000		80,000	
P10 Regional Trail System Development	300,000				100,000	100,000	100,000
Other/Unknown							
P8 Ginder Creek Trail Restoration	60,000	20,000	20,000	20,000			
P3 Ginder Creek Easement	15,000	15,000					

Parks Projects Funding Sources, cont.

	Capital Plan 2013 - 2018						
	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
4 - Culture Grant (or DOC)							
P6 Mine Hazard Assessment Study/Map	15,000	15,000					
P7 Cemetery Waterline Project	2,200	2,200					
Total Grant Funding	2,742,200	322,200	20,000	220,000	100,000	180,000	1,900,000
King County Regional Parks Funding							
P11 Lake Sawyer Regional Park	1,000,000						1,000,000
Total County Regional Parks Funding	1,000,000						1,000,000
County Tax Levy for Regional Parks							
P8 Ginder Creek Trail Restoration	16,000	8,000	8,000				
Total County Tax Levy for Parks	16,000	8,000	8,000				
Grant Matching							
P1 Lake Sawyer Boat Launch Improvements	50,000	30,000				20,000	
P2 Lake Sawyer Aquatic Program (IAVMP)	7,000	7,000					
Total Grant Matching	57,000	37,000				20,000	
REET I Funding							
P5 Grant Matching Fund	60,000	10,000	10,000	10,000	10,000	10,000	10,000
P12 Union Stump Memorial Park	20,000					20,000	
P13 Signage for Parks	15,000						15,000
Total REET I Funding	95,000	10,000	10,000	10,000	10,000	30,000	25,000
Other Unknown Funding							
P11 Lake Sawyer Regional Park	575,000				75,000	250,000	250,000
Total Impact Fee Funding	575,000				75,000	250,000	250,000
Other Funding - Tree Mitigation Monies							
P9 Tree Mitigation	6,000	1,000	1,000	1,000	1,000	1,000	1,000
Total Tree Mitigation Funding	6,000	1,000	1,000	1,000	1,000	1,000	1,000
Other Funding (in-kind, etc.)							
P2 Lake Sawyer Aquatic Program	8,000	8,000					
P3 Ginder Creek Easement	15,000	15,000					
P7 Cemetery Waterline Project	3,000	3,000					
Other Funding (in-kind, etc.)	26,000	26,000					
TOTAL PARKS PROJECT FUNDING	4,517,200	404,200	39,000	231,000	186,000	481,000	3,176,000
Ongoing Maintenance and Operating Costs							
	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
P10 Trail Maintenance (wages & benefits)	20,000					10,000	10,000
TOTAL MAINTENANCE & OPERATING	20,000					10,000	10,000

City Administration

CAPITAL PROJECT SUMMARY

	Capital Plan 2013 - 2018						
	Total \$ Requested 2013 - 2018	2013	2014	2015	2016	2017	2018
A1 City Technology Upgrades	120,000	20,000	20,000	20,000	20,000	20,000	20,000
ADMINISTRATION DEPT TOTAL EXPENDITURES	120,000	20,000	20,000	20,000	20,000	20,000	20,000

Capital Improvement Plan 2013 - 2018

Project for	Administration	#	A1
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PROJECT TITLE	City Technology - Capital
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DESCRIPTION Variety of technology upgrades to the City including a phone system, PC purchases, software purchases, network upgrades hard and software and printers. (see next page) These City upgrades exclude 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 and other technology.

Capital Plan 2013 - 2018							
CAPITAL PROJECT COSTS	Total \$ Requested 2013-2018	2013	2014	2015	2016	2017	2018
PC, Printers, Software	65,100	10,100	9,600	16,100	9,600	10,100	9,600
Network	36,000	6,000	8,000		8,000	6,000	8,000
Network Software, Audio & Misc.	14,400	2,400	2,400	2,400	2,400	2,400	2,400
Disaster Recovery Software	4,500	1,500		1,500		1,500	
TOTAL COSTS	120,000	20,000	20,000	20,000	20,000	20,000	20,000
REQUESTED FUNDING	Total \$ Requested 2012-2018	2013	2014	2015	2016	2017	2018
REET I	120,000	20,000	20,000	20,000	20,000	20,000	20,000
TOTAL SOURCES	120,000	20,000	20,000	20,000	20,000	20,000	20,000

Technology Non Police

	Yr	2013	2014	2015	2016	2017	2018
	Users	25	25	25	25	25	25
	p/user						
PCs							
Purchase	1,250	-	-	-	-	-	-
Replacement	900	5,625	5,625	5,625	5,625	5,625	5,625
Printers/Mice/Access	100	625	625	625	625	625	625
PC Software							
Software Purchase	150	938	938	938	938	938	938
MS Office	250			6,250			
Software Upgrades	100	1,000	1,000	1,000	1,000	1,000	1,000
Anti-virus/SPAM	50	1,875	1,875	1,875	1,875	1,875	1,875
Network							
Server purchases	6,000	6,000				6,000	
Server Upgrades	6,000		6,000		6,000		6,000
NW/Security Devices	2,000		2,000		2,000		2,000
Network Software							
Operating Systems	1,200	1,200	1,200	1,200	1,200	1,200	1,200
Backup/WWW	800	800	800	800	800	800	800
Other purchases							
Video/Audio	400	400	400	400	400	400	400
Disaster Recovery	1,500	1,500		1,500		1,500	

CAPITAL BUDGET		2013	2014	2015	2016	2017	2018
Totals		19,963	20,463	20,213	20,463	19,963	20,463
Rounding		20,000	20,000	20,000	20,000	20,000	20,000
Permit Trax		6,500	6,500	6,500	6,500	6,500	6,500
Vision Financial		4,500	4,500	4,500	4,500	4,500	4,500
Prof Services		3,000	3,000	3,000	3,000	3,000	3,000
Subscriptions		500	500	500	500	500	500
Maint/Repair		1,500	1,500	1,500	1,500	1,500	1,500
Training		1,500	1,500	1,500	1,500	1,500	1,500
Maint/Operating		2013	2014	2015	2016	2017	2018
Rounded Total		18,000	18,000	18,000	18,000	18,000	18,000



CITY OF BLACK DIAMOND

2012 Schedule 2013 – 2018 Capital Improvement Plan (CIP) (Regular scheduled Council meetings in **BOLD**)

	Process	Internal Due Date	Committee Meetings	Workstudy	City Council Meetings
1	CIP Planning Meeting with Mayor/Brenda	Feb 21 3:00			
2	CIP Call letter to affected departments (include goals, rules and timelines)	March 13			
3	Departments prepare detailed requests and submit to City Administration and Finance	March 13 - 30			
4	Finance prepares operating revenue sources for affected funds such as Street, Sewer, Water, Drainage and General Government and provides 2013-2018 worksheets to managers	March 30			
5	Finance prepares draft spreadsheet combining revenues and department requests for internal review with Administration	April 10			
6	Administration and Finance meet departments to review options	Apr 11-Apr 20			
7	1 st CIP Committee Meeting for Public Works		April 27 10:00		
9	1 st Finance Committee Meeting for Public Works		May 11 1:00		
10	CIP Committee Meeting for Parks		May 17 10:00		
11	CIP Committee Meeting for Public Safety		May 18 Special Mtg 10:00		
12	2 nd CIP Finance Committee Meeting		May 31 9:00		
13	CIP Council Workstudy Public Works only			June 7 5:30	
14	Public Hearings on proposed 2013 – 2018 CIP				June 7
15	CIP Council Workstudy: Non-Public Works			June 13 Special Mtg 4:00	
16	Council adopts 2013 – 2018 CIP				June 21

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 12-805, authorizing the Mayor to execute an Interlocal Agreement with King County for Animal Services	Agenda Date: June 7, 2012	
	AB12-034	
	Department/Committee/Individual	
	Mayor Rebecca Olness	X
	City Administrator –	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Public Works – Seth Boettcher	
	Economic Devel. – Andy Williamson	
Cost Impact:		
Fund Source:		
Timeline:		
Attachments: Resolution No. 12-805, Proposed Interlocal Agreement		
<p>SUMMARY STATEMENT:</p> <p>Since 1957 the City of Black Diamond has contracted with Regional Animal Services of King County (“RASKC”). In June of 2010 the City entered into a new Interlocal Agreement with King County for Animal Services and this agreement is set to expire December 31, 2012. Late last year the county and all contracting cities began work on a successor agreement.</p> <p>In February of 2012 the City Councils of Black Diamond, Covington and Maple Valley met to review two animal control options: 1) The RASKC option (in its then-conceptual form) and 2) a Southeast King County alternative where the cities of Black Diamond, Covington, Enumclaw and Maple Valley would partner together to create a service for only these communities. After discussing the pros and cons of these two options, all three Councils agreed to pursue the RASKC option and authorized their staffs to present the final agreement when complete.</p> <p>The final ILA before you has been transmitted to all of the RASKC contracted cities for their approval. One of the key changes from the current ILA is the shifted cost allocation model to 80% use/20% population to place more emphasis on system use rather than population. Our current ILA cost allocation model is 50% use/50% population. This agreement runs through 2015 with a possible two-year extension.</p> <p>Fiscal impacts are projected at \$10,451 in 2013, up from \$9,762 budgeted for 2012. Costs are allowed to increase in future years with inflation and system-wide population growth but can be offset by pet license revenue growth and creation of a local marketing and promotion program.</p>		
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Finance Committee reviewed the ILA costs at their May 31, 2012 meeting and recommend adoption as presented.</p>		

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 12-805, authorizing the Mayor to execute an Interlocal Agreement with King County for Animal Services.**

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 7, 2012		

RESOLUTION NO. 12-805

**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, the City and the County are parties to an Animal Services Interlocal Agreement dated July 1, 2010, which will terminate on December 31, 2012 (the "2010 Agreement"); and

WHEREAS, the City and the County have negotiated a successor agreement to the 2010 Agreement in order to extend delivery of Animal Services to the City for an additional three years beginning January 1, 2013; 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 cities in King County listed in Exhibit C-1 to the Agreement, and has received non-binding statement of intent to sign such agreement from those cities;

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 of Black Diamond and King County for Animal Services, substantially in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF JUNE, 2012.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

Animal Services Interlocal Agreement for 2013 Through 2015

This AGREEMENT is made and entered into effective as of this 1st day of July, 2012, 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 access for the public; and

WHEREAS, the Contracting Cities are partners in making regional animal services work effectively, and are customers of the Animal Services Program provided by the County; and

WHEREAS, in light of the joint interest among the Contracting Parties in continuing to develop a sustainable program for regional animal services, including achievement of sustainable funding resources, the County intends to include cities in the process of identifying and recommending actions to generate additional revenues through the Joint City-County Committee, and further intends to convene a group of elected officials with a representative from each Contracting City to discuss and make recommendations on any potential countywide revenue initiative for animal services requiring voter approval, the implementation of which would be intended to coincide with the end of the term of this Agreement; and

WHEREAS, by executing this Agreement, the City is not implicitly agreeing to or supportive of any potential voter approved levy initiative in support of animal services; and

WHEREAS, the City and the County are parties to an Animal Services Interlocal Agreement dated July 1, 2010, which will terminate on December 31, 2012 (the "2010 Agreement"); and

WHEREAS, the City and County have negotiated a successor agreement to the 2010 Agreement in order to extend delivery of Animal Services to the City for an additional three years beginning January 1, 2013; and

WHEREAS, certain notification and other commitments under this successor Agreement arise before January 2013, but the delivery of Animal Services under this Agreement will not commence until January 1, 2013; and

WHEREAS, nothing in this Agreement is intended to alter the provision of service or manner and timing of compensation and reconciliation specified in the 2010 Agreement for services provided in 2012; 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 cities in King County listed in Exhibit C-1 to this Agreement, and has received a non-binding statement of intent to sign such agreement from those cities;

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 for 2013 Through 2015 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 County and other Contracting Cities.
 - b. **"Animal Services"** means Control Services, Shelter Services and Licensing Services combined, as these services are described in **Exhibit A**. Collectively, "Animal Services" are sometimes referred to herein as the **"Program."**
 - 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 Agreement.
 - 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. **"Pre-Commitment Estimated 2013 Payment"** means the preliminary estimate of the amount that will be owed by (or payable to) each Contracting Party for payment June 15, 2013 and December 15, 2013 as shown on **Exhibit C-1**.
- i. **"Preliminary Estimated 2013 Payment"** means the amount estimated by the County on or before August 1, 2012 per Section 5, to be owed by each Contracting Party on June 15, 2013 and December 15, 2013 based on the number of Contracting Cities with respect to which the Agreement goes into effect per Section 15. This estimate will also provide the basis for determining whether the Agreement meets the "2013 Payment Test" in Section 15.
- j. The **"Final Estimated 2013 Payment"** means the amount owed by each Contracting Party on June 15, 2013 and December 15, 2013, notice of which shall be given to the City by the County no later than December 15, 2012.
- k. **"Control District"** means one of the three geographic areas delineated in **Exhibit B** for the provision of Animal Control Services.
- l. **"Reconciliation Adjustment Amount"** means the amount payable each August 15 by either the City or County as determined per the reconciliation process described in **Exhibit D**. **"Reconciliation"** is the process by which the Reconciliation Adjustment Amount is determined.
- m. **"Service Year"** means the calendar year in which Animal Services are or were provided.
- n. **"2010 Agreement"** means the Animal Services Agreement between the Parties effective July 1, 2010, and terminating at midnight on December 31, 2012.
- o. **"New Regional Revenue"** means revenue received by the County specifically for support of Animal Services generated from regional marketing campaigns (excluding local licensing canvassing efforts by Contracting Cities or per Section 7), and new foundation, grant, donation and entrepreneurial activities, except where revenues from these sources are designated for specific purposes within the Animal Services program; *provided that* New Regional Revenue does not include Licensing Revenue, Non-Licensing Revenue or Designated Donations, as defined in **Exhibit C**. The manner of estimating and allocating New Regional Revenue is prescribed in **Exhibit C-4** and **Exhibit D**.
- p. **"Latecomer City"** means a city receiving animal services under an agreement with the County executed after July 1, 2012, per the conditions of Section 4.a.

2. **Services Provided.** Beginning January 1, 2013, 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 will engage in good faith with the Joint City-County Committee to develop potential adjustments to field protocols; provided that, the County shall have sole discretion as to the staffing assigned to receive and dispatch calls and the manner of handling and responding to calls for Animal Service. 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 services of legal counsel, 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. Enhanced Services will be provided subject to the terms and conditions described in **Exhibit E**, including but not limited to a determination by the County that it has the capacity to provide such services.

3. **City Obligations.**

- a. **Animal Regulatory Codes Adopted.** To the extent it has not already done so, 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.** Beginning January 1, 2013, 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 violations of any 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 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 to the County accurate and timely records regarding all pet license sales processed by the City. 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.** Except as otherwise specified in Section 15, this Agreement will take effect as of July 1, 2012 and, unless extended pursuant to Subparagraph 4.b below, shall remain in effect through December 31, 2015. The Agreement may not be terminated for convenience.
- a. Latecomers. The County may sign an agreement with additional cities for provision of animal services prior to the termination or expiration of this Agreement, but only if the later agreement will not cause an increase in the City's costs payable to the County under this Agreement. Cities that are party to such agreements are referred to herein as "Latecomer Cities."
 - b. Extension of Term. The Parties may agree to extend the Agreement for an additional two-year term, ending on December 31, 2017. For purposes of determining whether the Agreement shall be extended, the County will invite all Contracting Cities to meet in September 2014, to discuss both: (1) a possible extension of the Agreement under the same terms and conditions; and (2) a possible extension with amended terms.
 - i. Either Party may propose amendments to the Agreement as a condition of an extension.
 - ii. Nothing in this Agreement shall be construed to compel either Party to agree to an extension or amendment of the Agreement, either on the same or different terms.
 - iii. The County agrees to give serious consideration to maintaining the various credits provided to the Contracting City under this Agreement in any extension of the Agreement.
 - c. Notice of Intent to Not Extend. No later than March 1, 2015, the Parties shall provide written notice to one another of whether they wish to extend this Agreement on the same or amended terms. The County will include a written reminder of this March 1 deadline when providing the City notice of

its 2015 Estimated Payments (notice due December 15, 2014 per Section 5). By April 5, 2015, the County will provide all Contracting Cities with a list of all Contracting Parties submitting such notices indicating which Parties do not seek an extension, which Parties request an extension under the same terms, and which Parties request an extension under amended terms.

- d. Timeline for Extension. If the Contracting Parties wish to extend their respective Agreements (whether under the same or amended terms) through December 31, 2017, they shall do so in writing no later than July 1, 2015. Absent such an agreed extension, the Agreement shall terminate on December 31, 2015.

- e. Limited Reopener and Termination. If a countwide, voter approved property tax levy for funding some or all of the Animal Services program is proposed that would impose new tax obligations before January 1, 2016, this Agreement shall be re-opened for the limited purposes of negotiating potential changes to the cost and revenue allocation formulas herein. Such changes may be made in order to reasonably ensure that the Contracting Cities are receiving equitable benefits from the proposed new levy revenues. Re-opener negotiations shall be initiated by the County no later than 60 days before the date of formal transmittal of such proposal to the County Council for its consideration. Notwithstanding anything in this Agreement to the contrary, if the re-opener negotiations have failed to result in mutually agreed upon changes to the cost and revenue allocation formulas (as reflected in either an executed amendment to this Agreement or a memorandum of understanding signed between the chief executive officers of the Parties) within 10 days of the date that the election results confirming approval of such proposal are certified, either Party may terminate this Agreement by providing notice to the other Party no sooner than the date the election results are certified and no later than 15 days following the end of such 10-day period. Any termination notice so issued will become effective 180 days following the date of the successful election, or the date on which the levy is first imposed, whichever is sooner.

- f. The 2010 Agreement remains in effect through December 31, 2012. Nothing in this Agreement shall limit or amend the obligation of the County to provide Animal Services under the 2010 Agreement as provided therein and nothing in this Agreement shall amend the obligations therein with respect to the calculation, timing, and reconciliation of payment of such services.

- 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 follows (a list of all payment-related notices and dates is included at **Exhibit C-7**):

- a. Service Year 2013: The County will provide the City with a calculation of the Preliminary Estimated Payment amounts for Service Year 2013 on or before August 1, 2012, which shall be derived from the Pre-Commitment Estimated 2013 Payment Amount set forth on **Exhibit C-1**, adjusted if necessary based on the Contracting Cities and other updates to Calendar Year 2011 data in **Exhibit C-2**. The County will provide the City with the Final Estimated Payment calculation for Service Year 2013 by December 15, 2012. The City will pay the County the Preliminary Estimated Payment Amounts for Service Year 2013 on or before June 15, 2013 and December 15, 2013. If the calculation of the Preliminary Estimated Payment shows the City is entitled to receive a payment from the County, the County will pay the City such amount on or before June 15, 2013 and December 15, 2013. The Reconciliation Adjustment Amount for Service Year 2013 shall be paid on or before August 15, 2014, as described in Section 6.
- b. Service Years after 2013.
 - i. Initial Estimate by September 1. To assist the City with its budgeting process, the County will provide the City with a non-binding, preliminary indication of the Estimated Payments for the upcoming Service Year on or before each September 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 will 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 will 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 paid 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 that they have ten (10) days to cure non-payment. If the Party fails to cure its nonpayment within this time period following notice, the amount owed shall accrue interest thereon at the rate of 1% per month from and after the original due date and, if 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. If 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.g.
 - 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, 2015, the Final Estimated 2015 Payment is nevertheless due on or before December 15, 2015, and the Reconciliation Adjustment Amount shall be payable on or before August 15, 2016.
 - 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 Program based on their actual, rather than estimated, licensing revenues, there will be an annual reconciliation. 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 revenue data for such Service Period as detailed in **Exhibit D**. There will also be an adjustment if necessary to account for annexations of areas with a population of 2,500 or more and for changes in relative population shares of Contracting Parties' attributable to Latecomer Cities. The County will provide the results of the reconciliation to all Contracting Parties in writing on or before June 30. The Reconciliation Adjustment Amount will be paid on or before August 15 of the then current year, regardless of the prior termination of the Agreement as per Section 5.c.

7. Regional Revenue Generation and Licensing Revenue Support

- a. The Parties intend that the provision of Animal Services becomes significantly more financially sustainable over the initial three year term of this Agreement through the development of New Regional Revenue and the generation of additional Licensing Revenue. The County will develop proposals designed to support this goal. The County will consult with the Joint City-County Committee before proceeding with efforts to implement proposals to generate New Regional Revenue.
- b. The Parties do not intend for the provision of Animal Services or receipt of such Services under this Agreement to be a profit-making enterprise. Where a Contracting Party receives revenues in excess of its costs under this Agreement (including costs of PAWS shelter service and Enhanced Control Service, if applicable), they will be reinvested in the Program to reduce the costs of other Contracting Parties and to improve service delivery: the cost allocation formulas of this Agreement are intended to achieve this outcome.
- c. Licensing Revenue Support.
 - i. In 2013, the County will provide licensing revenue support to the nine Contracting Cities identified on **Exhibit C-5** (the "Licensing Revenue Support Cities").
 - ii. The City may request licensing revenue support from the County in 2014 and 2015 by executing **Attachment A** to **Exhibit F**. The terms and conditions under which such licensing revenue support will be provided are further described at **Exhibit C-5** and **Exhibit F**. Except as otherwise provided in **Exhibit C-5** with respect to Licensing Revenue Support Cities with a Licensing Revenue Target of over \$20,000 (per Table 1 of **Exhibit C-5**), provision of licensing revenue support in 2014 and 2015 is *subject to* the County determining it has capacity to provide such services, with priority allocation of any available services going first to Licensing Revenue Support Cities on a first-come, first-served basis and thereafter being allocated to other Contracting Cities requesting service on a first-come, first-served basis. Provision of licensing revenue support is further subject to the Parties executing a Licensing Support Contract (**Exhibit F**).
 - iii. In addition to other terms described in **Exhibit F**, receipt of licensing revenue support is subject to the recipient 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; assisting in the recruitment of canvassing staff, if applicable; and providing information to the County to assist in targeting its canvassing activities, if applicable.

8. **Mutual Covenants/Independent Contractor.** The 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 staff regarding all issues arising under this Agreement, including but not limited to 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 by 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 Contracting City that chooses to appoint a representative shall meet upon reasonable request of a Contracting City or the County, but in no event shall the Committee meet 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, but are not necessarily limited to:

- 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 Contracting Cities and the County, including recommending where the County's marketing efforts will be deployed each year.
- e. Exploring options for continuous service improvement, including increasing service delivery efficiencies across the board.
- f. Studying options for repair and/or replacement of the Kent Shelter.
- g. Reviewing the results of the County's calculation of the Reconciliation Adjustment Amounts.
- h. Reviewing preliminary proposed budgets for Animal Services.
- i. Providing input into the formatting, content and details of periodic Program reports as per Section 12 of this Agreement.
- j. Reviewing and providing input on proposed Animal Services operational initiatives.
- k. Providing input on Animal Control Services response protocols with the goal of supporting the most appropriate use of scarce Control Services resources.
- l. Establishing and maintaining a marketing subcommittee with members from within the Joint City-County committee membership and additional staff as may be agreed.
- m. Collaborating on response and service improvements, including communication with 911 call centers.

- n. Developing alternative dispute mechanisms that may be deployed to assist the public in resolving low-level issues such as barking dog complaints.
 - o. Working with Contracting Cities to plan disaster response for animal sheltering and care.
 - p. Ensuring there is at least one meeting each year within each Control District between the County animal control officer representatives and Contracting Cities' law enforcement representatives.
 - q. Identifying, discussing and where appropriate recommending actions to implement ideas to generate additional revenue to support operation and maintenance of the Animal Services Program, including but not limited to providing input and advice in shaping the terms of any proposed Countywide voted levy to provide funding support for the Animal Services Program.
12. **Reporting.** The County will provide the City with an electronic report not less than monthly summarizing call response and Program usage data for each of the Contracting Cities and the County and the Animal Services Program. 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 shall be deemed to incorporate amendments to Agreements between the Contracting Parties that are approved by the County and at least two thirds (66%) of the legislative bodies of all other Contracting Parties (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* this provision shall not apply to 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.
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 animal care and sheltering within King County.

- b. 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.
- c. 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.
- d. 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 the Animal Services Program and the care and treatment of animals in the Program.
- e. 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.
- f. 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.
- g. Notices. Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement shall be delivered by E-mail (deemed delivered upon E-mail confirmation of receipt by the intended recipient), certified U.S. mail, return receipt requested or by personal service to the following person (or to any other person that the Party designates in writing to receive notice under this Agreement):

For the City:

For the County: Caroline Whalen, Director
King County Dept. of Executive Services
401 Fifth Avenue, Suite 135
Seattle WA. 98104

- h. Assignment. No Party may sell, transfer or assign any of its rights or benefits under this Agreement without the approval of the other Party.
- i. Venue. The Venue for any action related to this Agreement shall be in Superior Court in and for King County, Washington.
- j. 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.
- k. No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.
- l. 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 as of July 1, 2012, only if certain “Minimum Contracting Requirements” are met or waived as described in this section. These Minimum Contracting Requirements will not be finally determined until August 15, 2012. If it is determined on or about August 15 that Minimum Contracting Requirements are **not** met and not waived, then the Agreement will be deemed to have never gone into effect, regardless of the July 1, 2012 stated effective date. If the Minimum Contracting Requirements are met or waived, the Agreement shall be deemed effective as of July 1, 2012. The Minimum Contracting Requirements are:

a. **For both the City and the County:**

- 1. **2013 Payment Test:** The Preliminary Estimated 2013 Payment, calculated on or before August 1, 2012, to include the County and all cities that have executed the Agreement on or prior to July 1, 2012, does not exceed the Pre-Commitment Estimated 2013 Payment as set forth in **Exhibit C-1** by more than five percent (5%) or \$3,500, whichever is greater. **If the 2013 Payment Test is not met**, either Party may waive this condition and allow the Agreement to go into effect, provided that such waiver must be exercised by giving notice to the other Party (which notice shall meet the requirements of Section 14.g) no later than August 15, 2012.

- 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. The County shall provide the City notice meeting the requirements of Section 14.g no later than July 21, 2012 if the Minimum Contiguity of Service Condition has not been met.
- c. On or before August 21, 2012, the County shall send all Contracting Cities an informational email notice confirming the final list of all Contracting Cities with Agreements that have gone into effect.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of July 1, 2012.

King County

City of Black Diamond

Dow Constantine
King County Executive

City Manager/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 Service District Map Description

Exhibit B-1: Map of Control Service District

Exhibit C: Calculation of Estimated Payments

Exhibit C-1: Pre-Commitment Estimated 2013 Payment *(showing participation only by jurisdictions that have expressed interest in contracting for an additional 3 year term)*

Exhibit C-2: Estimated Population, Calls for Service, Shelter Use and Licensing Data for Jurisdictions, Used to Derive the Pre-Commitment Estimated 2013 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 2013

Exhibit C-4: Calculation and Allocation of Transition Credit, Shelter Credit, and Estimated New Regional Revenue

Exhibit C-5: Licensing Revenue Support

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

Exhibit C-7: Payment and Calculation Schedule

Exhibit D: Reconciliation

Exhibit E: Enhanced Control Services Contract (Optional)

Exhibit F: Licensing Support 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 five days every week (excluding holidays and County-designated furlough days, if applicable) for a minimum of eight hours per day (normal business hours). The County will negotiate with applicable unions with the purpose of obtaining a commitment for the five day call center operation to include at least one weekend day. The County may adjust the days of the week the call center operates to match 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 three Control Districts as shown on **Exhibit B**. Subject to the limitations provided in this Section 2, Control Districts 200 and 220 will be staffed with one Animal Control Officer during Regular ACO Service Hours and District 500 will be staffed with two Animal Control Officers (ACOs) during Regular ACO Service Hours. Regular ACO Service Hours is defined to include not less than 40 hours per week. The County will negotiate with applicable unions with the intention of obtaining a commitment for Regular ACO Service Hours to include service on at least one weekend day. Regular ACO Service Hours may change from time to time.
 - i. Except as the County may in its sole discretion determine is necessary to protect officer safety, ACOs 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.

- ii. Countywide, the County will have a total of not less than 6 ACOs (Full-Time Equivalent employees) on staff to maximize the ability of the County to staff all Control Districts 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 ACOs in order to minimize any such gaps in coverage. In the event of extended absences among the 6 ACOs, the County will re-allocate remaining ACOs as practicable in order to balance the hours of service available in each Control District. In the event of ACO absences (for any causes and whether or not such absences are extended as a result of vacancies or other issues), the first priority in allocating ACOs shall be to ensure there is an ACO assigned in each Control District during Regular ACO Service Hours.
- 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 arrange a location for an Animal Control vehicle to be stationed overnight in Control Districts ("host sites") in order to facilitate service and travel time improvements or efficiencies.
- c. The County will use its best efforts to ensure that High Priority Calls are responded to by an ACO 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 ACO),
 - 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 ACO 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 – (ACO 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. The Joint-City County Committee is tasked with reviewing response protocols and recommending potential changes to further the goal of supporting the most appropriate use of scarce Control Service resources countywide. The County will in good faith consider such recommendations but reserves the right to make final decisions on response protocols. The County will make no changes to its procedures that are inconsistent with the terms of this **Exhibit A**, *except that* upon the recommendation of the Joint City-County Committee, the County may agree to modify response with respect to calls involving animals other than horses, livestock, dogs and cats.
- f. In addition to the ACOs 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 ACOs five days per week at least 8 hours/day (subject to vacation/sick leave/training/etc.).
 2. Staff will be available to perform animal cruelty investigations, to respond to animal cruelty cases, and to prepare related reports (subject to vacation/sick leave/training/etc.).
 3. Not less than 1 ACO will be on call every day at times that are not Regular ACO Service Hours (including the 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.
- g. The Parties understand that rural areas of the County will generally receive a less rapid response time from ACOs than urban areas.

- h. Contracting Cities may contract with King County for “Enhanced Control Services” through separate agreement (as set forth in **Exhibit E**); *provided that* a City may not purchase Enhanced Control Services under Option 1 as described in **Exhibit E** if such City is receiving a Transition Funding Credit, Shelter Credit, or licensing revenue support the cost of which is not reimbursed to the County.

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.

During 2013-2015, major maintenance of the Shelter will continue to be included in the Program costs allocated under this Agreement (as part of the central County overhead charges allocated to the Program), but no major renovation, upgrades or replacements of the Shelter established as a capital project within the County Budget are anticipated nor will any such capital project costs be allocated to the Contracting Cities in Service Years 2013-2015.

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 function 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 function at the Shelter to provide for and manage adoption events and other activities leading to the placement of animals in appropriate homes.
- e. Veterinary services will be provided and will 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. 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 Contracting Cities contracting with PAWS (Potentially including Woodinville, Shoreline, 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 County ACOs.
- 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 may 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 or E-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.
10. The County will provide current pet license data files (database extractions) to a Contracting City promptly upon request. Data files will include pets owned, owners, addresses, phone numbers, E-mail addresses, violations, license renewal status, and any other relevant or useful data maintained in the County's database on pets licensed within the City's limits. A City's database extraction will be provided in electronic format agreed to by both parties in a timely fashion and in a standard data release format that is easily usable by the City.

Exhibit B: Control Service District Map

The attached map (**Exhibit B-1**) shows the boundaries of the 3 Control Service Districts as established at the commencement of this Amended and Restated Agreement.

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

<u>District 200 (Northern District)</u> Shoreline Lake Forest Park Kenmore Woodinville Kirkland Redmond Sammamish Duvall Carnation	<u>District 220 (Eastern District)</u> Bellevue Mercer Island Yarrow Point Clyde Hill Town of Beaux Arts Issaquah Snoqualmie North Bend Newcastle
<u>District 500 (Southern District)</u> Tukwila SeaTac Kent Covington Maple Valley Black Diamond Enumclaw	

The Districts shall each include portions of unincorporated King County as illustrated on **Exhibit B-1**.

Exhibit B-1 Control District Map

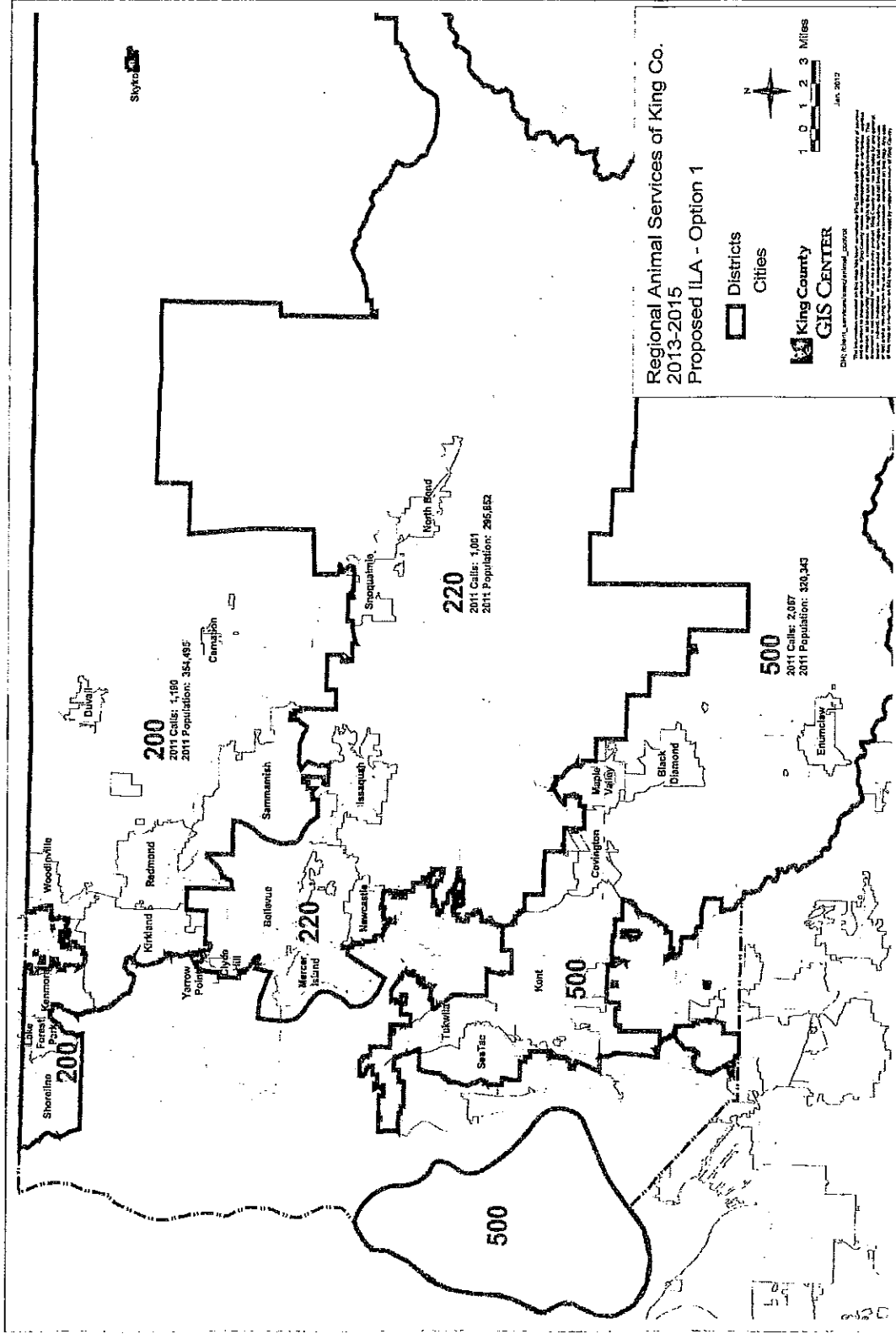


Exhibit C

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 below, an initial cost allocation is made for Service Year 2013 based on the cost factors described in **Part 1** below; costs are offset by various revenues as described in **Part 2**. An annual reconciliation is completed as described in **Part 3**. In Service Years 2014 and 2015, the Contracting Parties' allocable costs are adjusted based on: (1) the actual change in total allocable costs over the previous Service Year (subject to an inflator cap), (2) changes in revenues, and (3) to account for annexations (in or out of the Program service area) of areas with a population of 2,500 or more, and for changes in relative population share of all Contracting Parties due to any Latecomer Cities. If the Agreement is extended past 2015, the cost allocation in 2016 will be recalculated in the same manner as for Service Year 2013 and adjusted in 2017 per the process used for Service Years 2014 and 2015.

Based on the calculation process described in **Parts 1 and 2**, an "Estimated Payment" amount owed by each City for each Service Year is determined. Each Estimated Payment covers six months of service. Payment for service is made by each City every June 15 and December 15.

Part 1: Service Year 2013 Cost Allocation Process

- Control Services costs are to be shared among the 3 geographic Control Districts; one quarter of such costs are allocated to Control District 200, one quarter to Control District 220, and one half are allocated to Control District 500. Each Contracting Party located within a Control District is to be allocated a share of Control District costs based 80% on the Party's relative share of total Calls for Service within the Control District and 20% on its relative share of total population within the Control District.
- Shelter Services costs are to be allocated among all Contracting Parties based 20% on their relative population and 80% 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.

- Licensing Services costs are to be allocated among all Contracting Parties, based 20% on their relative population and 80% on the number of licenses issued to residents of each Contracting Party.

Part 2: Revenue and Other Adjustments to the 2013 Cost Allocation.

In 2013 and each Service Year thereafter, the costs allocable to each Contracting Party are reduced by various revenues and credits:

- Licensing revenue will be attributed to each Contracting Party based on the residency of the individual purchasing the license (see **Part 3** for reconciliation of Licensing Revenues). As Licensing Revenue and Non-Licensing Revenues change from year to year, the most recent historical actual data for these amounts will be incorporated to offset costs (See **Exhibit C-6** for calculation periods).
- Two credits are applicable to various Contracting Cities to reduce the amount of their Estimated Payments: a Transition Funding Credit (fixed at 2013 level, payable annually through 2015) for cities with high per-capita costs and a Shelter Credit (for Contracting Cities with the highest per capita intakes (usage)) (also fixed at a 2013 level, payable annually through 2015). Application of these Credits is limited such that the Estimated Payment cannot fall below zero (before or after the annual Reconciliation calculation).
- In addition to the Transition Funding and Shelter credits, in 2013 the County will provide Licensing Revenue Support to nine identified Contracting Cities (selected based on the general goal of keeping 2013 costs the same or below 2012 costs). In exchange for certain in-kind support, these "Licensing Revenue Support Cities" are assured in 2013 of receiving an identified amount of additional licensing revenue or credit equivalent (the "Licensing Revenue Target"). In 2014 and 2015, all Contracting Cities may request licensing revenue support by entering into a separate licensing support contract with the County (**Exhibit F**): this support is subject to availability of County staff, with priority going to the nine Licensing Revenue Support Cities, *provided that*, Licensing Revenue Support Cities with a Licensing Revenue Target over \$20,000/year will be assured such service in 2013-2015 by entering into a licensing support contract by September 1, 2012.
- As New Regional Revenues are received by the County to support the Animal Services Program, those Revenues shall be allocated as follows:

- Half of New Regional Revenues shall be applied to reduce allocable Control Services Costs, Shelter Services Costs, and Licensing Services Costs (in 2013, by 17%, 27% and 6%, respectively, of total New Regional Revenues; in 2014 and 2015 the 50% reduction is simply made against Total Allocable Costs).
- The remaining half of New Regional Revenues shall be applied in the following order of priority:
 - (a) to offset amounts expended by the County as Transition Funding Credits, Shelter Credits and unreimbursed licensing revenue support;
 - (b) to offset other County Animal Services Program costs that are not allocated in the cost model;
 - (c) to reduce on a *pro-rata* basis up to 100% of the costs allocated to each Contracting Party by the population factor of the cost allocation formulas (20%) with the intent of reducing or eliminating the population-based cost allocation; and
 - (d) if any funds remain thereafter, as an offset against each Contracting Party's final reconciled payment obligation. Items(c) and (d) above are unlikely to arise during the 3 year term of the Agreement and shall be calculated only at Reconciliation.
- In Service Years 2014 and 2015, allocable costs are adjusted for each Contracting Party based on the actual increase or decrease in allocable costs from year to year for the whole Program. Total Budgeted Allocable Costs cannot increase by more than the Annual Budget Inflator Cap. The Annual Budget Inflator Cap is 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 the unincorporated area and all Contracting Cities).
- In all Service Years, costs are also adjusted for annexations (in or out of the Program service area) of areas with a population greater of 2,500 or more and the shift in relative population shares among all Contracting Parties as a result of any Latecomer Cities.

Part 3: Reconciliation

- Estimated Payments are reconciled to reflect actual revenues as well as changes in population attributable to annexations of areas with a population of 2,500 or more (in or out of the Program) and the shifts in relative population among all Contracting Parties as a result of any Latecomer Cities. The Reconciliation occurs

by June 30 of the following calendar year. The Reconciliation calculation and payment process is described in **Exhibit D**.

- The receipt of Transition Funding Credits or Shelter Credits can never result in the amount of the Estimated Reconciliation Adjustment Payment falling below \$0.
- If a jurisdiction's licensing revenues exceed its net costs payable under this Agreement, then in the annual reconciliation process, the excess licensing revenue is reallocated *pro rata* amongst all Contracting Parties which will otherwise incur net costs; *provided that*, the determination of net costs shall be adjusted as follows: (1) for a Contracting City purchasing shelter services from PAWS, net costs includes consideration of the amounts paid by such City to PAWS; and (2) for a Contracting City purchasing Enhanced Control Services per Exhibit E, net costs includes consideration of the amounts paid for such services.

Part 4: Estimated Payment Calculation Formulas

For Service Year 2013:¹

$$EP = [(EC + ES + EL) - (ER + T + V)] \div 2$$

For Service Years 2014 and 2015:

$$EP = [(B \times LF) - (ER + T + V)] \div 2$$

Where:

"EP" is the Estimated Payment. For Contracting Cities receiving a Transition Credit or Shelter Credit, the value of EP may not be less \$0.

"EC" or "Estimated Control Services Cost" is the City's estimated share of the Budgeted Net Allocable Control Services Cost for the Service Year. *See formula below for deriving "EC."*

"ES" or "Estimated Shelter Services Cost" is the City's estimated share of the Budgeted Net Allocable Shelter Services Cost for the Service Year. *See formula below for deriving "ES."*

¹ This formula also applies to Service Year 2016 if the Agreement is extended. The EP formula for Years 2014 and 2015 would apply to Service Years after 2016.

"EL" or **"Estimated Licensing Services Cost"** is the City's estimated 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 Year 2013, ER is based on the number of each type of active license issued to City residents in years 2011 (the "Calculation Period"). **Exhibit C-2** shows a preliminary estimate of 2011 Licensing Revenue; the numbers in this exhibit are subject to Reconciliation by June 30, 2012. For Licensing Revenue Support Cities identified in **Exhibit C-5**, or other Contracting Cities which have entered into a Licensing Support Contract per **Exhibit F**, **ER** is increased by adding the amount of revenue, if any, estimated to be derived as a result of licensing revenue support provided to the City (the "Licensing Revenue Target" or **"RT"**); this amount is also shown in the column captioned "Estimated Revenue from Proposed Licensing Support" 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. Notwithstanding the foregoing, **"ER"** may be based on a *estimated* amount of licensing for the Service Year for the City if, in the reasonable judgment of the County, an estimated Licensing Revenue amount can be proposed that is likely to more closely approximate the actual Licensing Revenue for the Service Year than the data from the Calculation Period; *provided that* the use of any estimates shall be subject to the conditions of this paragraph. The County shall work with the Joint City-County Committee to develop estimated Licensing Revenue amounts for all Contracting Cities for the upcoming Service Year. If the Joint City County Committee develops a consensus proposal (agreement shall be based on the consensus of those Contracting Cities present at the Joint City/County meeting in which Licensing Revenue estimates are presented in preparation for the September 1 Preliminary Estimated Payment Calculation notification), it shall be used in developing the September 1 Preliminary Estimated Payment Calculation. If a consensus is *not* reached, the County shall apply the actual Licensing Revenue from the Calculation Period for the Service Year to determine the Preliminary Estimated Payment. For the Final Estimated Payment Calculation (due December 15), the County may revisit the previous estimate with the Joint City-County Committee and seek to develop a final consensus revenue estimate. If a consensus is not reached, the County shall apply the Actual Licensing Revenue from the applicable Calculation Period in the calculation of the Final Estimated Payment.

"T" is the **Transition Funding Credit**, if any, allocable to the City for each Service Year calculated per **Exhibit C-4**.

“V” is the **Shelter Credit**, if any, allocable to the City for each Service Year calculated per **Exhibit C-4**.

“B” is the **“Budgeted Total Net Allocable Costs”** estimated for the Service Year for the provision of Animal Services which are allocated among all the Contracting Parties for the purposes of determining the Estimated Payment. The Budgeted Total Net Allocable Costs are calculated as the **Budgeted Total Allocable Costs** (subject to the **Annual Budget Inflator Cap**) *less* **Budgeted Total Non-Licensing Revenue** and *less* **50% of Estimated New Regional Revenues**. The Budgeted Total Allocable Costs *exclude* any amount expended by the County as Transition Funding Credits, or Shelter Credits (described in **Exhibit C-4**), or to provide Licensing Revenue Support (described in **Section 7** and **Exhibit C-5**). A preliminary calculation (by service area—Control, Shelter, Licensing) of Budgeted Total Net Allocable Costs, Budgeted Total Allocable Costs and Budgeted Total Non-Licensing Revenue for purposes of calculating the Pre-Commitment Estimated 2013 Payments is set forth in **Exhibit C-3**.

“LF” is the **“Program Load Factor”** attributable to the City. **LF** has two components, one fixed, and one subject to change each Service Year and at Reconciliation. The first, fixed component relates to the City’s share of Budgeted Total Net Allocable Costs: it is the City’s 2013 Service Year Total Animal Services Cost Allocation (See Column 6 of **Exhibit C-1**) *expressed as a percentage* of the Budgeted Total Net Allocable Costs for 2013. The pre-commitment estimate of **LF** appears in column 7 of **Exhibit C-1**. This component of **LF** (as determined based on the Final 2013 Estimated Payment) remains constant for Service Years 2014 and 2015. The second component of **LF** relates to annexations of areas with a population of 2,500 or more or to Latecomer Cities. This second component is calculated as described in the definition of **“Population,”** below.

“Total Licensing Revenue” means all revenue received by the County’s Animal Services Program attributable to the sale of pet licenses excluding late fees. With respect to each Contracting Party, the amount of **“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.)

“Total Non-Licensing Revenue” means all revenue from fine, forfeitures, and all other fees and charges imposed by the County’s Animal Services program in connection with the operation of the Program, *but excluding* **Total Licensing Revenue, Estimated New Regional Revenues** and **Designated Donations**.

“Estimated New Regional Revenues” (“ENR”) are revenues projected to be received by the County specifically for support of Animal Services which result from regional marketing campaigns (thus excluding local licensing canvassing efforts pursuant to **Section 7**), and new foundation, grant, donation and entrepreneurial activities, except where revenues from these sources are designated for specific purposes within the Animal Services Program. Calculation and allocation of Estimated and Actual New Regional Revenues are further described in **Exhibit C-4**. For Service Year 2013, Estimated New Regional Revenues are assumed to be zero. If New Regional Revenues are received in 2013, they will be accounted for in the reconciliation of 2013 Payments. **ENR** excludes **Designated Donations**, **Total Non-Licensing Revenue** and **Total Licensing Revenue**.

“Designated Donations” mean donations from individuals or other third parties to the County made for the purpose of supporting specific operations, programs or facilities within the Animal Services Program.

“Licensing Revenue Support” means activities or funding to be undertaken in specific cities to enhance licensing revenues, per **Section 7**, **Exhibit C-5** and **Exhibit F**.

“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 the unincorporated area and 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.

“Service Year” is the calendar year in which Animal Services are/were provided.

“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. **Exhibit C-6** sets forth in table form the Calculation Periods for all formula factors for Service Years 2013, 2014 and 2015.

“Population” with respect to any Contracting Party for Service Year 2013 means the population number derived from the State Office of Financial Management (OFM) most recent annually published report of population used for purposes of allocating 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*). For each Service Year, the OFM reported population will be adjusted for annexations of 2,500 or more residents known to be occurring after April, 2012 and before the end of the Service Year. *For example*, when the final Estimated Payment calculation for 2013 is provided on December 15, 2012, the population numbers used will be from the OFM report issued in July 2012 and will be adjusted for all annexations of 2,500 or more residents that occurred (or are known to be occurring) between April 2012 and December 31, 2013. In any Service Year, if: (1) annexations of areas with a population of 2,500 or more people occurs to impact the population within the jurisdiction of a Contracting Party; or (2) a Latecomer City is brought under contract with the County, these changes shall be accounted for in the calculation of the Estimated Payment for such Service Year by adjusting the “**Program Load Factor**” (or “**LF**”) for each Contracting Party. Such adjustment shall be made at the next occurring possibility (e.g., at calculation of the Preliminary Estimated Payment, Final Estimated Payment, or Reconciliation, whichever is soonest). The adjustment in LF will be made on a *pro rata* basis to reflect the portion of the year in which the population change was in effect.

- In the case of an annexation, the LF calculation will consider the time the annexed area was in the Contracting Party’s jurisdiction and the portion of the year in which the area was not in such Party’s jurisdiction, as well as the relative shift in population (if any) *attributable solely to the annexation* as between all Contracting Parties, by adding (or subtracting) to the LF for each Contracting Party an amount that is 20% (reflecting the general allocation of cost under the Agreement based on population) of the *change in population* for each Contracting Party (*expressed as a percentage* of the Contracting Party’s population as compared to the total population for all Contracting Parties) derived by comparing the Final 2013 Estimated Payment population percentage (LF) to the population percentage after considering the annexation. 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 County’s demographer.
- In the case of a Latecomer City, the population shall be similarly adjusted among all Contracting Parties in the manner described above for annexations, by considering the change in population between all Contracting Parties *attributable solely* to the Latecomer City becoming a Contracting Party.

Exhibit C-1 shows the calculation of Pre-Commitment **EP** for Service Year 2013, assuming that the County and all Cities that have expressed interest in signing this Agreement as of May 16, 2012, 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 (used in Service Year 2013):

EC is calculated as follows:

$$EC = \{[(C \times .5) \times .8] \times CFS\} + \{[(C \times .5) \times .2] \times D-Pop\}$$

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) *and less 17%* of Estimated New Regional Revenues (**"ENR"**). For purposes of determining the Pre-Commitment Estimated Payments for 2013, the Budgeted Net Allocable Control Services Cost is \$1,690,447, calculated as shown on **Exhibit C-3**, and shall be similarly derived to determine the Preliminary and Final Estimated Payment for 2013 and for Service Year 2016 if the Agreement is extended beyond December 31, 2015.

"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 2013, the Calculation Period for CFS is calendar year 2011 actual data. **Exhibit C-2** shows a preliminary estimate of 2011 CFS used to determine the Pre-Commitment Estimated 2013 Payment; the numbers in this Exhibit C-2 are subject to Reconciliation by June 30, 2012.

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

ES for Service Year 2013 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 **population-based charge only**, reflecting the regional shelter benefits nonetheless received by such City, calculated as follows (the components of this calculation are defined as described below).

$$ES = (S \times .2 \times Pop)$$

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

$$ES = (S \times .2 \times Pop) + (S \times .8 \times A)$$

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) *and less* 27% of Estimated New Regional Revenues (ENR) in the Service Year. For purposes of determining the Pre-Commitment Estimated Payments for 2013, the Budgeted Net Allocable Shelter Services Cost is \$2,707,453, calculated as shown on **Exhibit C-3**, and shall be similarly derived to determine the Preliminary and Final Estimated Payments for 2013 and for Service Year 2016 if the Agreement is extended beyond December 31, 2015.

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

"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 2013 Estimated Payment, the Calculation Period for "A" is calendar year 2011. **Exhibit C-2** shows a preliminary estimate of "A" for 2011 used to determine the Pre-Commitment Estimated 2013 Payments; the numbers in this exhibit are subject to Reconciliation by June 30, 2012.

EL for Service Year 2013 is calculated as follows:

$$\text{EL} = (\text{L} \times .2 \times \text{Pop}) + (\text{L} \times .8 \times \text{I})$$

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 *and less* 6% of Estimated New Regional Revenues (ENR) in the Service Year. For purposes of determining the Pre-Commitment Estimated Payments for 2013, the Budgeted Net Licensing Cost is \$660,375, calculated as shown on **Exhibit C-3**, and shall be similarly derived to determine the Preliminary and final Estimated Payments for 2013 and for Service Year 2016 if the Agreement is extended beyond December 31, 2015.

“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 2013, the Calculation Period for **“I”** is calendar year 2011. **Exhibit C-2** shows a preliminary estimate of **“I”** to be used for calculating the Pre-Commitment Estimated 2013 Payments; the numbers in this Exhibit are subject to reconciliation by June 30, 2012.

Regional Animal Services of King County
Pre-Commitment Estimated 2013 Payment Calculation (Annualized)
Allocation Method: Population w 20%, Usage = 80%, Three (3) Control Districts: 200, 220, with Control Districts 240 and 280 combined into one (500), costs to districts 20%, 25%, 50% Usage and Licensing Revenue based on 2011 Preliminary Year End.

Animal Control District Number	Jurisdiction	Estimated Animal Control Cost Allocation (2)	Estimated Sheltering Cost Allocation (3)	Estimated Licensing Cost Allocation (4)	Estimated Total Animal Services Cost Allocation	Program Load Factor (5)	2011 Licensing Revenue (Estimated)	Estimated Net Cost Allocation	2013-2015 Transition Funding (Annual) (6)	2013 - 2015 Shelter Credits (Annual) (6)	Estimated Net Costs with Transition Funding and Credits	Estimated Revenue from Animal Services Licensing Support (7)	Estimated Net Final Cost (8)
Budgeted Total Allocable Costs													
		\$1,770,487	\$2,819,960	\$673,640	\$5,264,087		\$5,264,087						
		\$80,040	\$112,507	\$13,265	\$205,812		\$205,812						
		\$0	\$0	\$0	\$0		\$0						
Budgeted New Regional Revenue (50%)													
		\$1,890,447	\$2,707,453	\$650,375	\$5,248,275		\$5,248,275						
Budgeted Net Allocable Costs													
		\$1,890,447	\$2,707,453	\$650,375	\$5,248,275		\$5,248,275						
200													
	Clallam	\$4,116	\$3,487	\$1,289	\$8,892	0.1750%	\$1,750	\$4,752	\$552	\$0	\$4,200	\$968	\$2,584
	Bellevue	\$1,251	\$1,264	\$5,351	\$7,866	0.6302%	\$6,302	\$7,343	\$0	\$0	\$7,343	\$7,866	\$2,875
	Estimated Unincorporated King County	\$53,537	(see total below)	(see total below)	(see total below)			(see total below)	NA	NA	(see total below)	NA	NA
	Kent	\$27,811	\$11,592	\$15,423	\$54,826	1.2816%	\$12,816	\$68,642	\$0	\$0	\$68,642	\$0	\$3,324
	Kirkland	\$44,595	\$89,626	\$50,940	\$185,161	4.8270%	\$185,161	\$244,162	\$0	\$0	\$244,162	\$23,863	\$12,309
	Everett	\$22,894	\$7,034	\$12,068	\$42,027	0.8309%	\$42,027	\$48,504	\$0	\$0	\$48,504	\$0	\$8,477
	Edmonds	\$27,891	\$44,303	\$32,308	\$104,492	2.4609%	\$104,492	\$118,407	\$0	\$0	\$118,407	\$0	\$3,071
	Shelton	\$23,511	\$44,214	\$31,123	\$98,848	2.1892%	\$98,848	\$117,849	\$0	\$0	\$117,849	\$0	\$5,955
	Shawnee	\$28,671	\$25,184	\$25,184	\$78,939	1.7109%	\$78,939	\$145,689	\$0	\$0	\$145,689	\$0	\$14,702
	Woodinville	\$12,288	\$28,671	\$25,184	\$66,143	0.3199%	\$31,995	\$23,220	\$0	\$0	\$23,220	\$0	\$3,141
SUBTOTAL FOR CITIES IN 200 (excludes unincorporated area)		\$335,775	\$271,310	\$203,392	\$810,477		\$750,168	\$493,311	\$662	\$0	\$492,649	\$32,477	\$50,202
220													
	Beaux Arts	\$88	\$157	\$246	\$500	0.0099%	\$500	\$530	\$0	\$0	\$530	\$0	\$430
	Clatsop	\$142,322	\$161,488	\$75,249	\$379,059	7.4898%	\$379,059	\$273,931	\$0	\$0	\$273,931	\$34,449	\$70,676
	Clatsop	\$1,869	\$3,168	\$1,862	\$6,999	0.1381%	\$6,999	\$7,170	\$0	\$0	\$7,170	\$185	\$185
	Estimated Unincorporated King County	(see total below)	(see total below)	(see total below)	(see total below)			(see total below)	NA	NA	(see total below)	NA	NA
	Maple Valley	\$53,351	\$48,157	\$15,279	\$116,837	2.2893%	\$116,837	\$135,947	\$0	\$0	\$135,947	\$0	\$58,850
	Maple Valley	\$13,181	\$16,177	\$13,853	\$43,211	0.8017%	\$43,211	\$48,862	\$0	\$0	\$48,862	\$0	\$4,351
	Newcastle	\$16,151	\$16,276	\$14,936	\$47,363	0.8515%	\$47,363	\$53,271	\$0	\$0	\$53,271	\$2,589	\$15,589
	North Bend	\$12,248	\$11,116	\$8,737	\$32,081	0.1661%	\$32,081	\$35,681	\$0	\$0	\$35,681	\$5,463	\$12,133
	Shoalwater	\$294	\$581	\$700	\$1,575	0.0361%	\$1,575	\$1,700	\$0	\$0	\$1,700	\$0	\$5,036
	Yarrow Point	\$294	\$581	\$700	\$1,575	0.0361%	\$1,575	\$1,700	\$0	\$0	\$1,700	\$0	\$5,036
SUBTOTAL FOR CITIES IN 220 (excludes unincorporated area)		\$256,413	\$269,432	\$123,862	\$649,707		\$446,670	\$203,037	\$1,376	\$586	\$445,084	\$43,011	\$137,804
500													
	Ken	\$283,232	\$784,101	\$59,400	\$1,126,733	22.2750%	\$1,126,733	\$253,844	\$372,788	\$110,495	\$464,279	\$0	\$266,424
	Ken	\$79,732	\$104,954	\$13,311	\$277,853	5.4947%	\$277,853	\$47,222	\$230,765	\$7,442	\$116,511	\$0	\$106,653
	Black Diamond	\$45,635	\$110,787	\$9,223	\$165,645	3.3395%	\$165,645	\$32,705	\$138,947	\$2,255	\$51,687	\$0	\$89,705
	Clallam	\$52,160	\$7,685	\$7,685	\$67,530	0.4864%	\$67,530	\$10,185	\$14,923	\$1,209	\$1,209	\$2,001	\$3,450
	Everett	\$41,727	\$56,672	\$5,900	\$103,300	2.3775%	\$103,300	\$48,822	\$38,409	\$5,070	\$53,879	\$0	\$57,119
	Estimated Unincorporated King County	(see total below)	(see total below)	(see total below)	(see total below)			(see total below)	NA	NA	(see total below)	NA	NA
	Maple Valley	\$41,215	\$80,300	\$10,000	\$131,515	2.4848%	\$131,515	\$155,036	\$8,027	\$8,027	\$163,063	\$5,448	\$14,571
	Maple Valley	\$538,135	\$1,311,831	\$129,259	\$1,979,225		\$1,979,225	\$474,983	\$1,502,042	\$146,846	\$1,648,829	\$14,500	\$181,072
SUBTOTAL FOR CITIES IN 500 (excludes unincorporated area)		\$1,131,322	\$1,852,373	\$456,514	\$3,440,209		\$1,571,819	\$1,768,330	\$143,514	\$750,000	\$869,776	\$30,918	\$78,898
TOTAL FOR CITIES													
Total King County Unincorporated Area Allocation		\$558,125	\$885,080	\$202,861	\$1,646,066	31.3605%	\$808,870	\$869,195					\$809,195
Source: Regional Animal Services of King County													
QWR: July 2013 Draft Report, Version 6.0.0													
Numbers are estimates only for the purpose of negotiation discussions. The numbers and allocation methodology are subject to change while negotiations are underway.													

Exhibit C-1, cont'd.

Notes:

1. Based on various efficiencies and changes to the RASKG operating budget, adjustments for reduced intakes overall, reduced usage with Auburn out, and shifting two positions out of the model (county sponsored), the 2013 Estimated Budgeted Total Allocable Cost has been reduced to \$5,264,067.
2. One quarter of control services costs are allocated to central districts 200 and 220, and one half of control costs are allocated to district 500, then costs are further allocated 80% by total call volume (2011 Calls, Final) and 20% by 2011 population.
3. This excludes the cost to northern cities of sheltering their animals at PAWS under separate contracts. Shelter costs are allocated 80% by King County shelter volume intake (2011 Preliminary year end) and 20% by 2011 population.
4. Licensing costs are allocated 20% by population (2011) and 80% by total number of Pet Licenses issued (2011) less \$0.00 87 Lifetime Licenses.
5. Transition funding is allocated per capita in a two tier formula to cities with certain per capita net cost allocations. For additional detail, see 2010 Interlocal Agreement Exhibit C-4 (2013 column) for more information. Transition Funding does not change for years 2013 - 2015.
6. Credits are allocated to those jurisdictions whose shelter intakes per capita exceeded the system average (0043) and are intended to help minimize the impact of changing the cost allocation methodology from 50% population/50 usage to the new 20% population/80% usage model. See Interlocal Agreement Exhibit C-4 for more detail.
7. New Transition License Funding has been included for certain jurisdictions to help limit the Estimated Net Final Cost to the 2012 estimated level. Receipt of support is contingent on city providing in-kind services and county ability to provide resources and/or recover costs
8. Net Final Costs greater than \$0 will be reallocated to remaining jurisdictions with a negative net final cost, northern cities' Net Final Costs shall be inclusive of their PAWS Sheltering costs.
9. Program Load Factor (LFI), per ILA Exhibit C, Part 4, Estimated Payment Calculation Formula, is the City's share of Budgeted Total Net Allocable Costs; it is the City's 2013 Service Year Total Animal Services Cost Allocation expressed as a percentage of the Budgeted Total Net Allocable Costs for 2013. Refer to the ILA for additional details.

Exhibit C-2

**Population, Calls for Service, Shelter Use and Licensing Data for Jurisdictions,
Used to Derive the Pre-Commitment 2013 Estimated**

*Source: Wash. St. Office of Financial Management, KC Office of Management and Budget, Regional Animal Services of KC
Date: February 22, 2012*

Proposed District	Jurisdiction	2011 Population	Estimated 2013 Calls	Estimated 2013 Intakes	Estimated 2013 Licenses
200	Bothell				
	Carnation	1,780	13	5	160
	Duvall	6,715	34	23	712
	Estimated Unincorporated King County	65,642	240	(see total below)	(see total below)
	Kenmore	20,780	116	0	2,021
	Kirkland	80,738	230	109	7,855
	Lake Forest Park	12,610	70	0	1,666
	Redmond	55,150	87	47	3,980
	Sammamish	46,940	85	36	3,970
	Shoreline	53,200	281	0	4,967
	Woodinville	10,940	34	0	998
220	Beaux Arts	300	0	0	33
	Bellevue	123,400	317	185	9,380
	Clyde Hill	2,985	3	3	248
	Estimated Unincorporated King County	87,572	418	(see total below)	(see total below)
	Issaquah	30,690	132	58	1,942
	Mercer Island	22,710	21	11	1,727
	Newcastle	10,410	40	13	520
	North Bend	5,830	42	26	535
	Snoqualmie	10,950	27	10	842
	Yarrow Pt	1,005	1	0	100
500	Kent (Includes Panther Lake Annexation)	118,200	614	1,454	8,555
	SeaTac	27,110	200	339	1,544
	Tukwila	19,050	121	200	1,065
	Auburn	0	0	0	0
	Black Diamond	4,160	18	24	340
	Covington	17,640	132	145	1,642
	Enumclaw	10,920	110	101	872
	Estimated Unincorporated King County	100,333	783	(see total below)	(see total below)
	Maple Valley	22,930	89	111	1,919
City Totals		782,785	2,817	2,900	57,593
King County Unincorporated Area Totals		187,905	1,441	1,425	27,175
TOTALS		970,690	4,258	4,325	84,768

Note: Usage data from 2011 activity. License count excludes Senior Lifetime Licenses

Exhibit C-3

Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs

This Exhibit Shows the Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs to derive Pre-Commitment Estimated 2013 Payments. All values shown are based on annualized costs and revenues. The staffing levels incorporated in this calculation are for year 2013 only and except as otherwise expressly provided in the Agreement may change from year to year as the County determines may be appropriate to achieve efficiencies, etc.

Control Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs

The calculation of Pre-Commitment Estimated 2013 Control Services Costs is shown below (all costs in 2012 dollars).

		Cost Methodology
1	Direct Service Management Staff Costs	\$148,361
2	Direct Service Field Staff Costs	\$725,879
3	Call Center Direct Service Staff Costs	\$229,697
4	Overtime, Duty, Shift Differential and Temp Costs	\$80,891
5	Facilities Costs	\$8,990
6	Office and Other Operational Supplies and Equipment	\$17,500
7	Printing, Publications, and Postage	\$34,000
8	Medical Costs	\$22,500
9	Other Services	\$80,000
10	Transportation	\$141,904
11	Communications Costs	\$38,811
12	IT Costs and Services	\$50,626
13	Misc Direct Costs	\$41,900
14	General Fund Overhead Costs	\$15,842
15	Division Overhead Costs	\$110,490
16	Other Overhead Costs	\$23,096
	2010 Budgeted Total Allocable Control Services Cost	\$1,770,487
17	Less 2010 Budgeted Total Non-Licensing Revenue Attributable to Control Services	\$80,040
18	Less 17% of Estimated New Regional Revenues for 2013	0
	2010 Budgeted Net Allocable Control Services Cost	\$1,690,447

NOTES:

- 4 These additional salary costs support complete response to calls at the end of the day, limited response to emergency calls after hours, and extra help during peak call times.
- 5 Facilities costs include maintenance and utilities for a portion (5%) of the Kent Shelter (which houses the call center staff operations and records retention as well as providing a base station for field officers). Excludes all costs associated with the Crossroads facility.
- 6 This item includes the office supplies required for both the call center as well as a wide variety of non-computer equipment and supplies related to animal control field operations (e.g., uniforms, tranquilizer guns, boots, etc.).
- 7 This cost element consists of printing and publication costs for various materials used in the field for animal control.
- 8 Medical costs include the cost for ambulance and hospital care for animals requiring emergency services.
- 9 Services for animal control operations vary by year but consist primarily of consulting vets and laboratory costs associated with cruelty cases.
- 10 Transportation costs include the cost of the maintenance, repair, and replacement of the animal care and control vehicles and cabs, fuel, and reimbursement for occasional job-related use of a personal vehicle.
- 11 Communication costs involve the direct service costs for telephone, cell phone, radio, and pager use.
- 12 Information technology direct costs include IT equipment replacement as well as direct services costs. Excludes approximately \$50,000 in service costs associated with mainframe systems.
- 13 Miscellaneous direct costs consist of all animal control costs not listed above including but not limited to contingency, training, certification, and bad checks.
- 14 General fund overhead costs included in this model include building occupancy charges and HR/personnel services. No other General Fund overhead costs are included in the model.
- 15 Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 16 Other overhead costs include IT, telecommunications, finance, and property services.
- 17 Non-licensing revenue attributable to field operations include animal control violation penalties, charges for field pickup of deceased/owner relinquished animals, and fines for failure to license.

Shelter Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs

The calculation of Pre-Commitment Estimated 2013 Shelter Services Costs is shown below (all costs in 2012 dollars).

		Cost Methodology
1	Direct Service Management Staff Costs	\$214,815
2	Direct Service Shelter Staff Costs	\$1,168,436
3	Direct Service Clinic Staff Costs	\$286,268
4	Overtime, Duty, Shift Differential and Temp Costs	\$159,682
5	Facilities Costs	\$170,814
6	Office and Other Operational Supplies and Equipment	\$94,200
7	Printing, Publications, and Postage	\$20,000
8	Medical Costs	\$127,500
9	Other Services	\$122,500
10	Transportation	\$10,566
11	Communications Costs	\$6,200
12	IT Costs and Services	\$51,360
13	Misc Direct Costs	\$60,306
14	General Fund Overhead Costs	\$113,614
15	Division Overhead Costs	\$176,572
16	Other Overhead Costs	\$37,124
	2010 Budgeted Total Allocable Shelter Services Cost	\$2,819,960
17	Less 2010 Budgeted Total Non-Licensing Revenue Attributable to Shelter Services	\$112,507
18	Less 27% of Estimated New Regional Revenues for 2013	0
	2010 Budgeted Net Allocable Shelter Services Cost	\$2,707,453

NOTES:

- 5 Facilities costs include maintenance and utilities for the majority (95%) of the Kent Shelter (which also houses the call center staff operations and records retention as well as providing a base station for field officers). It excludes all costs associated with the Crossroads facility.
- 6 This item includes the office supplies as well as a wide variety of non-computer equipment and supplies related to animal care (e.g., uniforms, food, litter, etc.).
- 7 This cost element consists of printing and publication costs for various materials used at the shelter.
- 8 Medical costs include the cost for ambulance and hospital care for animals requiring emergency services as well as the cost for consulting vets, laboratory costs, medicine, and vaccines.

- 9 Services for animal control operations vary by year but include costs such as shipping of food provided free of charge and sheltering of large animals.
- 10 Transportation costs include the cost of the maintenance, repair, and replacement of and fuel for the animal care and control vehicles used by the shelter to facilitate adoptions, as well as reimbursement for occasional job-related use of a personal vehicle.
- 11 Communication costs involve the direct service costs for telephone, cell phone, radio, and pager use.
- 12 Information technology direct costs include IT equipment replacement as well as direct services costs.
- 13 Miscellaneous direct costs consist of all animal care costs not listed above including but not limited to contingency, training, certification, and bad checks.
- 14 General fund overhead costs included in this model include building occupancy charges and HR/personnel services. No other General Fund overhead costs are included in the model.
- 15 Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 16 Other overhead costs include IT, telecommunications, finance, and property services.
- 17 Non-licensing revenue attributable to sheltering operations include impound fees, microchip fees, adoption fees, and owner relinquished euthanasia costs.

Licensing Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs

The calculation of Pre-Commitment Estimated 2013 Licensing Services Costs is shown below (all costs in 2012 dollars).

		Cost Methodology
1	Direct Service Management Staff Costs	\$52,917
2	Direct Service Licensing Staff Costs	\$346,523
3	Overtime, Duty, Shift Differential and Temp Costs	\$26,295
4	Facilities Costs	\$13,100
5	Office and Other Operational Supplies and Equipment	\$3,300
6	Printing, Publications, and Postage	\$74,600
7	Other Services	\$14,500
8	Communications Costs	\$2,265
9	IT Costs and Services	\$77,953
10	Misc Direct Costs	\$2,000
11	General Fund Overhead Costs	\$9,884
12	Division Overhead Costs	\$39,280
13	Other Overhead Costs	\$11,023
	2010 Budgeted Total Allocable Licensing Services Cost	\$673,640
14	Less 2010 Budgeted Total Non-Licensing Revenue Attributable to Licensing Services	\$13,265
15	Less 6% of Estimated New Regional Revenue	-0-
	2010 Budgeted Net Allocable Licensing Services Cost	\$660,375

NOTES:

- 4 Facilities costs include maintenance and utilities for the portion of the King County Administration building occupied by the pet licensing staff and associated records.
- 5 This item includes the office supplies required for the licensing call center.
- 6 This cost element consists of printing, publication, and distribution costs for various materials used to promote licensing of pets, including services to prepare materials for mailing.
- 7 Services for animal licensing operations include the purchase of tags and monthly fees for online pet licensing hosting.
- 8 Communication costs involve the direct service costs for telephone, cell phone, radio, and pager use.
- 9 Information technology direct costs include IT equipment replacement as well as direct services costs. Excludes approximately \$120,000 in service costs associated with mainframe systems.
- 10 Miscellaneous direct costs consist of all pet licensing costs not listed above including but not limited to training, certification, transportation, and bad checks.

- 11 General fund overhead costs included in this model include building occupancy charges and HR/personnel services. No other General Fund overhead costs are included in the model.
- 12 Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 13 Other overhead costs include IT, telecommunications, finance, and property services.
- 14 Non-licensing revenue attributable to licensing operations consists of licensing late fees.

Exhibit C-4

Calculation and Allocation of Transition Funding Credit ("T"), Shelter Credit ("V"), and Estimated New Regional Revenue ("ENR")

A. Transition Funding Credit

The Transition Funding Credit as originally calculated in the 2010 Agreement offset costs to certain Contracting Cities that would have otherwise paid the highest per capita costs for Animal Services in 2010. The credit was scheduled on a declining basis over four years (2010-2013). In this Agreement, the Contracting Cities qualifying for this credit are listed in Table 1 below; these cities will receive the credit at the level calculated for 2013 in the 2010 Agreement for Service Years 2013, 2014 and 2015, provided that, application of the credit can never result in the Estimated Payment Amount being less than zero (\$0) (i.e., cannot result in the County owing the City an Estimated Payment). The allocation of the Transition Funding Credit is shown in Table 1 below.

Table 1: Transition Funding Credit – Annual Amount to be allocated each year in the period from 2013-2015

Jurisdiction	Transition Funding Credit
Carnation	\$552
North Bend	\$1,376
Kent	\$110,495
SeaTac	\$7,442
Tukwila	\$5,255
Black Diamond	\$1,209
Covington	\$5,070
Enumclaw	\$11,188
Maple Valley	\$6,027

Note: The Transitional Funding Credit is the same regardless of which cities sign the Agreement.

B. Shelter Credit

The Shelter Credit is designed to offset costs for those Contracting Cities whose per capita shelter intakes ("A") exceed the average for all Contracting Parties. A total of \$750,000 will be applied as a credit in each of the Service Years 2013-2015 to Contracting Cities whose per capita average shelter intakes ("A") exceeds the average for all Contracting Parties; *provided that* application of the Shelter Credit can never result in the Estimated Payment amount being less than zero (\$0) (i.e., cannot result in the County owing the City an Estimated Payment.) The 2013 Shelter Credit was determined based on estimated animal

intakes ("A") for Calendar Year 2011 as shown on **Exhibit C-2**. The \$750,000 was allocated between every Contracting City with animal intakes over the estimated 2011 Program average, based on each Contracting City's relative per capita animal intakes in excess of the average for all Contracting Parties. The Shelter Credit will be paid at the 2013 level in Service Years 2014 and 2015. The County will consider providing the Shelter Credit in Service Years 2016 and 2017 at the same level as for Service Year 2013.

Table 3: Annual Shelter Credit Allocation—2013 through 2015

City	Shelter Credit
North Bend	\$586
Kent	\$495,870
SeaTac	\$116,611
Tukwila	\$61,987
Black Diamond	\$3,263
Covington	\$36,409
Enumclaw	\$28,407
Maple Valley	\$6,867

C. New Regional Revenue: Estimation and Allocation

Goal

New Regional Revenue for each Service Year shall be estimated as part of the development of the Estimated Payment calculations for such Service Year. The goal of the estimate shall be to reduce the amount of Estimated Payments where New Regional Revenue to be received in the Service Year can be calculated with reasonable certainty. The Estimated New Regional Revenue will be reconciled annually to account for actual New Regional Revenue received, per **Exhibit D**.

Calculation of Estimated New Regional Revenue (ENR)

1. The value of the Estimated New Regional Revenue for Service Year 2013 is zero.
2. For Service Years after 2013, the Estimated New Regional Revenue will be set at the amount the County includes for such revenue in its adopted budget for the Service Year. For purposes of the Preliminary Estimated Payment calculation, the County will include its best estimate for New Regional Revenue at the time the calculation is issued, after first presenting such estimate to the Joint City County Committee for its input.

Application of ENR

1. For Service Years 2013 and 2016, 50% of the Estimated New Regional Revenue is incorporated into the calculations of **EC** and **ES** and **EL** as described in **Exhibit C**, specifically:
 - a. 17% of total Estimated New Regional Revenue is applied to reduce the total Budgeted Net Allocable Control Services Cost.
 - b. 27% of total Estimated New Regional Revenue is applied to reduce the total Budgeted Net Allocable Shelter Services Cost.
 - c. 6% of total Estimated New Regional Revenue is applied to reduce the total Budgeted Net Allocable Licensing Services Cost.

These amounts are reconciled as against actual New Regional Revenue (**ENR_A**) in the annual Reconciliation process. In 2014, 2015 and 2017 the 50% is simply deducted against Budgeted Total Allocable Costs to derive Budgeted Total Net Allocable Costs.

2. For each Service Year, the remaining 50% of Estimated New Regional Revenue is first applied to offset County contributions to the Program, in the following order of priority.
 - a. Offset payments made by the County to fund Transition Funding Credits, Shelter Credits, Impact Mitigation Credits (if any) and un-reimbursed Licensing Revenue Support.
 - b. Offset County funding of Animal Services Program costs that are not included in the cost allocation model described in **Exhibit C**, specifically, costs of:
 - i. The medical director and volunteer coordinator staff at the Kent Shelter.
 - ii. Other County-sponsored costs for Animal Services that are not included in the cost models described in **Exhibit C**.
 - c. In the event any of the 50% of Estimated New Regional Revenue remains after applying it to items (a) and (b) above, the remainder ("**Residual New Regional Revenue**") shall be held in a reserve and applied to the benefit of all Contracting Parties as part of the annual Reconciliation process, in the following order of priority:
 - i. First, to reduce *pro-rata* up to 20% of each Contracting Party's Estimated Total Animal Services Cost Allocation (6th column in the spreadsheet at **Exhibit C-1**), thereby reducing up to all cost allocations based on population. This is the factor "**X**" in the Reconciliation formula.
 - ii. Second, to reduce *pro rata* the amount owing from each Contracting Party with net final costs > 0 after consideration of all other factors in the Reconciliation formula.

Offsets described in (a) and (b) above do not impact the calculation of Estimated Payments or the Reconciliation of Estimated Payments since they are outside the cost model. The allocations described in (c) above, if any, will be considered in the annual Reconciliation as described in **Exhibit D**.

Exhibit C-5
Licensing Revenue Support

- A. The Contracting Cities that will receive licensing revenue support in 2013 are listed below (collectively, these nine cities are referred to as the "Licensing Revenue Support Cities"). These Cities have been selected by comparing the estimated 2013 Net Final Costs shown in **Exhibit C-1** to the 2012 Estimated Net Final Cost.² Where the 2013 Net Final Cost estimate was higher than the 2012 estimate, the difference was identified as the 2013 Licensing Revenue Target.
- B. For any Licensing Revenue Support City in **Table 1** whose Preliminary 2013 Estimated Payment is lower than the Pre-Commitment Estimate shown in **Exhibit C-1**, the Licensing Revenue Target ("RT") and the Revenue Goal ("RG") will be the reduced by an amount equivalent to the reduction between the Pre-Commitment and Preliminary Estimated Payment amounts for 2013.

Table 1:
2013 Licensing Revenue Support Cities, Licensing Revenue Targets and Revenue Goals*

City	2013 Licensing Revenue Target "RT" (<i>increment</i>)	Base Year Revenue (2011 Estimate per Exhibit C-2) "Base Amount"	Revenue Goal "RG" (<i>total</i>)
City of Carnation	\$966	\$4,752	\$5,718
City of Duvall	\$7,658	\$21,343	\$29,001
City of Kirkland	\$23,853	\$208,000	\$231,853
City of Bellevue	\$34,449	\$273,931	\$308,380
City of Newcastle	\$2,599	\$15,271	\$17,870
City of North Bend	\$6,463	\$15,694	\$22,157
City of Black Diamond	\$2,001	\$10,185	\$12,186
City of Enumclaw	\$5,973	\$25,307	\$31,280
City of Maple Valley	\$6,956	\$56,628	\$63,584

*Amounts in this table are subject to adjustment per Paragraph B above.

- C. The 2013 Licensing Revenue Target ("RT") is the amount each City in **Table 1** will receive in 2013, either in the form of additional licensing revenues over the Base Year amount or as a **Licensing Revenue Credit ("LRC")** applied at Reconciliation.

² For Contracting Cities that purchase shelter services from PAWS, the target was based on the Pre-Commitment 2013 Estimated Payment calculated in February 2012 during contract negotiations.

- D. As further described in **Section 7** and **Exhibit C-5**, licensing revenue support services include the provision of County staff and materials support (which may include use of volunteers or other in-kind support) as determined necessary by the County to generate the Licensing Revenue Target.
- E. In 2014 and 2015, any Licensing Revenue Support City or other Contracting City may request licensing revenue support services from the County under the terms of **Exhibit F**. Provision of such services is subject to the County determining it has capacity to perform such services. *Notwithstanding the foregoing*, a Licensing Revenue Support City for which RT is in excess of \$20,000 per year may receive licensing revenue support service in all three years, but only if by September 1, 2012, it commits to providing in-kind support in all three Service Years by executing the contract in **Exhibit F** with respect to *all 3 Service Years* (2013, 2014 and 2015). Allocation of licensing revenue support services in 2014 and 2015 will be prioritized first to meet the County's contractual commitment, if any, to a Licensing Revenue Support City that has entered into a 3-year agreement for such service. Thereafter, service shall be allocated to Licensing Revenue Support Cities requesting such service on first-come, first-served basis; and thereafter to any other Contracting City requesting such service on a first-come, first-served basis.

Table 2:
Calculation of Estimated Payments and Licensing Revenue Credits
for Licensing Revenue Support Cities

For Service Year 2013:

- The Estimated Payment calculation will include the 2013 Licensing Revenue Support Target ("RT"), if any, for the City per Table 1 above in the calculation of Estimated Licensing Revenues ("ER") (these amounts are shown in separate columns on **Exhibit C-1**).
- At Reconciliation:
 - For Cities with a **RT** > \$20,000, Actual Licensing Revenue for 2013 ("**AR**₂₀₁₃") will be determined by allocating 65% of Licensing Revenues received (if any) over the Base Amount to determine **AR**₂₀₁₃
 - if Actual Licensing Revenue for 2013 ("**AR**₂₀₁₃") ≥ Revenue Goal ("**RG**"), then no additional credit is payable to the City ("**LRC**" = \$0)
 - If **AR**₂₀₁₃ < **RG**, then the difference (**RG-AR**) is the Licensing Revenue Credit ("**LRC**") included in the Reconciliation Adjustment Amount *provided that*, for Cities whose **RT** > \$20,000, 35% of Licensing Revenues over the Base Amount shall be allocated to *increase* ("**LRC**") when the value of ANFC₀ is being calculated at Reconciliation, *and provided further*, that in all cases **LRC** cannot exceed the 2013 Licensing Revenue Target for the City.

For **Service Year 2014**, if the City and County have executed a Licensing Support Contract per **Exhibit F**, and the City is therefore providing additional in-kind services in order to generate licensing revenue support in 2014, then:

- The Estimated Payment for 2014 will include Estimated Licensing Revenues calculated at the amount of Actual Revenue ("**AR**") for 2012 or the Revenue Goal (**RG**), whichever is greater. **RG** will be the amount in Table 1 for Licensing Revenue Support Cities, or such other amount as the Parties may agree in the Licensing Support Contract.
- At Reconciliation:
 - For Cities with a **RT** > \$20,000, **AR**₂₀₁₄ will be determined by allocating 65% of Licensing Revenues received (if any) over the Base Amount to determine **AR**₂₀₁₄
 - If Actual Licensing Revenue in 2014 is greater than the Revenue Goal (**AR**₂₀₁₄ ≥ **RG**), then
 - no Licensing Revenue Credit is payable to the City (**LRC** = \$0), and
 - The County shall charge the City for an amount which is *the lesser of*:
(a) the cost of County's licensing support services in 2014 to the City (as defined in the Licensing Support Contract for 2014), or (b) the amount by which **AR**₂₀₁₄ > **RG**.
 - If **AR**₂₀₁₄ < **RG**, then the difference (**RG**-**AR**₂₀₁₄) is **LRC**. The **LRC** amount is added to reduce the City's costs when calculating the Reconciliation Adjustment Amount, *provided that*, for Cities whose **RT** > \$20,000, 35% of Licensing Revenues over the Base Amount shall be allocated to *increase* ("**LRC**") a when the value of **ANFC**₀ is being calculated at Reconciliation, and *provided further* that in all cases **LRC** cannot exceed the 2013 Licensing Revenue Target for the City.

For **Service Year 2015**, the process and calculation shall be the same as for 2014, e.g.: if the City and County have executed **Exhibit F**, and the City is therefore providing additional in-kind services in order to generate Licensing Revenue Support in 2015, then:

- The Estimated Payment for 2015 will include Estimated Licensing Revenues calculated at the amount of Actual Revenue ("**AR**") for 2013 (excluding **LRC** paid for Service Year 2013) or **RG**, whichever is greater. **RG** will be the amount in **Table 1** for Licensing Revenue Support Cities, or such other amount as the Parties may agree in the Licensing Support Contract.
- At Reconciliation:
 - For Cities with a **RT** > \$20,000, **AR**₂₀₁₅ will be determined by allocating 65% of Licensing Revenues received (if any) over the Base Amount to determine **AR**₂₀₁₅
 - If Actual 2015 Licensing Revenue is greater than the Revenue Goal (**AR**₂₀₁₅ ≥

RG), then

- no Licensing Revenue Credit is payable to the City (**LRC** = \$0), and
 - The County shall charge the City for an amount which *is the lesser of*:
(a) the cost of County's licensing support services in 2015 to the City (as defined in the Licensing Support Contract for 2015), or (b) the amount by which **AR₂₀₁₅** > **RG**.
- If **AR₂₀₁₅** < **RG**, then the difference (**RG-AR₂₀₁₅**) is **LRC**. The **LRC** amount is added to reduce the City's costs when calculating the Reconciliation Adjustment Amount; *provided that*, for Cities whose **RT** > \$20,000, 35% of Licensing Revenues over the Base Amount shall be allocated to *increase* ("LRC") when the value of **ANFC₀** is being calculated at Reconciliation, and *provided further* that in all cases **LRC** cannot exceed the 2013 Licensing Revenue Target for the City.

Exhibit C-6:

Summary of Calculation Periods for Use and Population Components

This Exhibit restates in summary table form the Calculation Periods used for calculating the usage and population components in the formulas to derive Estimated Payments. *See Exhibit C* for complete formulas and definitions of the formula components.

ER is estimated Licensing Revenue attributable to the City

CFS is total annual number of Calls for Service originating in the City

A is the number of animals in the shelter attributable to the City

I is the number of active paid regular pet licenses issued to City residents

ENR is the New Regional Revenue estimated to be received during the Service Year

Pop is Population of the City expressed as a percentage of all Contracting Parties; **D-Pop** is Population of the City expressed as a percentage of the population of all jurisdictions within a Control District

Calculation Periods -- Service Year 2013

Component	Preliminary Estimated 2013 Payment (published August 2012)	Estimated 2013 Payment (final) (published December 15 2012)	Reconciliation Payment Amount (determined June 2014)
ER (Estimated Revenue)	Actual 2011	Same	Actual 2013
CFS (Calls for Service)	Actual 2011	Same	N/A
A (Animal intakes)	Actual 2011	Same	N/A
I (Issued Pet Licenses)	Actual 2011	Same	N/A
ENR (Estimated New Regional Revenue)	Estimated 2013 (\$0)	Estimated 2013 (\$0)	Actual 2013
Pop, D-Pop (Population)	July 2012 OFM report, adjusted for annexations ≥ 2,500 occurring (and Latecomer Cities joining) after April 2012 and before the	Same, adjusted for all annexations ≥ 2,500 occurring (and Latecomer Cities joining) after April 2012 and before the end of 2013	Same, adjusted for all annexations ≥ 2,500 occurring (and Latecomer Cities joining) after April and before the end of 2013

	end of 2013.		
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Calculation Periods: Service Year 2014

Component	Preliminary Estimated 2014 Payment (published September 2013)	Estimated 2014 Payment (published December 2013)	Reconciliation Payment Amount (determined June 2015)
ER	Actual 2012	Same	Actual 2014
CFS	N/A	N/A	N/A
A	N/A	N/A	N/A
I	N/A	N/A	N/A
ENR	Estimated 2014	Estimated 2014	Actual 2014
Pop, D-Pop	July 2012 OFM report, adjusted for all annexations $\geq 2,500$ known to take effect (and Latecomer Cities joining) after April 2012 and before the end of 2014.	Same, adjusted for all annexations $\geq 2,500$ known to take effect (and Latecomer Cities joining) after April 2012 and before the end of 2014	Same, adjusted for all annexations $\geq 2,500$ (and Latecomer Cities joining) occurring after April 2012 and before the end of 2014

Calculation Periods: Service Year 2015

Component	Preliminary Estimated 2015 Payment (published September 2014)	Estimated 2015 Payment (published December 2014)	Reconciliation Payment Amount (determined June 2016)
ER	Actual 2013	Same	Actual 2015
CFS	N/A	N/A	N/A
A	N/A	N/A	N/A
I	N/A	N/A	N/A
ENR	Estimated 2015	Estimated 2015	Actual 2015
Pop, D-Pop	July 2012 OFM report, adjusted for all annexations $\geq 2,500$ known take effect (and Latecomer Cities joining) after April 2012 and before the end of 2015.	Same, adjusted for all annexations $\geq 2,500$ known to take effect (and Latecomer Cities joining) after April 2012 and before the end of 2015	Same , adjusted for all annexations $\geq 2,500$ occurring (and Latecomer Cities joining) after April 2012 and before the end of 2015

If the Agreement is extended past 2015 for an additional 2 years, the calculation periods for 2016 shall be developed in a manner comparable to Service Year 2013, and for 2017 shall be developed in a manner comparable to year 2014.

Exhibit C-7
Payment and Calculation Schedule

Service Year 2013

Item	Date
Preliminary estimate of 2013 Estimated Payments provided to City by County	August 1, 2012
Final Estimated 2013 Payment calculation provided to City by County	December 15, 2012
First 2013 Estimated Payment due	June 15, 2013
Second 2013 Estimated Payment due	December 15, 2013
2013 Reconciliation Adjustment Amount calculated	On or before June 30, 2014
2013 Reconciliation Adjustment Amount payable	On or before August 15, 2014

Service Year 2014

Item	Date
Preliminary estimate of 2014 Estimated Payments provided to City by County	September 1, 2013
Final Estimated 2014 Payment calculation provided to City by County	December 15, 2013
First 2014 Estimated Payment due	June 15, 2014
Second 2014 Estimated Payment due	December 15, 2014
2014 Reconciliation Adjustment Amount calculated	On or before June 30, 2015
2014 Reconciliation Adjustment Amount Payable	August 15, 2015

Service Year 2015

Item	Date
Preliminary estimate of 2015 Estimated Payments provided to City by County	September 1, 2014
Final Estimated 2015 Payment calculation provided to City by County	December 15, 2014
First 2015 Estimated Payment due	June 15, 2015
Second 2015 Estimated Payment due	December 15, 2015
2015 Reconciliation Adjustment Amount calculated	On or before June 30, 2016
2015 Reconciliation Adjustment Amount Payable	August 15, 2016

If the Agreement is extended past December 31, 2015, the schedule is developed in the same manner as described above for years 2016 and 2017.

Additional timelines are in place to commence and complete negotiations for an extension of the Agreement:

County convenes interested Contracting Cities to discuss (1) a possible extension on the same terms and (2) a possible extension on different terms.	September 2014
Notice of Intent by either Party not to renew agreement on the same terms (Cities also indicate whether they wish to negotiate for an extension on different terms or to let Agreement expire at end of 2015)	March 1, 2015
Deadline for signing an extension (whether on the same or amended terms)	July 1, 2015

See Section 4 of Agreement for additional details on Extension of the Agreement Term for an additional two years.

Dates for remittal to County of pet license sales revenues processed by Contracting Cities (per section 3.c)	Quarterly, each March 31, June 30, September 30, December 31
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Except as otherwise provided for Licensing Revenue Support Cities with a Licensing Revenue Target greater than \$20,000/year, requests for **Licensing Revenue Support** in Service Years 2014 or 2015 may be made at any time between June 30 and October 31 of the prior Service Year. (See **Exhibit C-5** for additional detail).

Exhibit D Reconciliation

The purpose of the reconciliation calculation is to adjust payments made each Service Year by Contracting Parties to reflect actual licensing and non-licensing revenue, various credits, and New Regional Revenue, as compared to the estimates of such revenues and credits incorporated in the Estimated Payment calculations, and to adjust for population changes resulting from annexations of areas with a population of over 2,500 (if any) and the addition of Latecomer Cities. To accomplish this, an **“Adjusted Net Final Cost” (“ANFC”)** calculation is made each June for each Contracting Party as described below, and then adjusted for various factors as described in this **Exhibit D**.

As noted in **Section 7** of the Agreement, the Parties intend that receipt of Animal Services should not be a profit-making enterprise. When a City receives revenues in excess of its costs under this Agreement (including costs of PAWS shelter service, if applicable), such excess will be reinvested to reduce costs incurred by other Contracting Parties. The cost allocation formulas of this Agreement are intended to achieve this outcome.

Terms not otherwise defined here have the meanings set forth in **Exhibit C** or the body of the Agreement.

Calculation of ANFC and Reconciliation Adjustment Amount

The following formula will be used to calculate the Reconciliation Adjustment Amount, which shall be payable by August 15. The factors in the formula are defined below. As described in paragraphs A and B, the subscript “0” denotes the initial calculation; subscript “1” denotes the final calculation.

$$\text{ANFC}_0 = (\text{AR} + \text{T} + \text{V} + \text{X} + \text{LRC}) - (\text{B} \times \text{LF})$$

- A. If $\text{ANFC}_0 \geq 0$, i.e., revenues and credits are greater than costs (adding the cost factor “W” in the formula for Contracting Cities purchasing shelter services from PAWS or purchasing Enhanced Control Services), **then:**

$\text{ANFC}_1 = 0$, i.e., it is *reset to zero* and the difference between ANFC_0 and ANFC_1 is set aside by the County (or, if the revenues are not in the possession of the County, then the gap amount is payable by the City to the County by August 15) and **all such excess amounts from all Contracting Parties where $\text{ANFC}_0 \geq 0$ are allocated pro-rata to parties for which $\text{ANFC}_1 < 0$** , per paragraph B below. Contracting Parties for which $\text{ANFC}_0 \geq 0$ do not receive a reconciliation payment.

- B. If $ANFC_0 < 0$, i.e., costs are greater than revenues (*without* considering “W” for those Contracting Cities purchasing shelter services from PAWS or purchasing Enhanced Control Services), then the negative dollar amount is not “reset” and $ANFC_1$ is the same as $ANFC_0$. Contracting Parties in this situation will receive a *pro-rata* allocation from the sum of excess revenues from those Parties for which $ANFC_0 \geq 0$ per paragraph A. In this way, excess revenues are reallocated across Contracting Parties with net final costs.
- C. If, after crediting the City with its *pro rata* share of any excess revenues per paragraph B, $ANFC_1 < \text{Total Estimated Payments made in the Service Year}$, then the difference shall be paid by the County to the City no later than August 15; if $ANFC_1 > \text{Total Estimated Payments made in the Service Year}$, then the difference shall be paid by the City to the County no later than August 15.

Where:

“AR” is Actual Licensing Revenue attributable to the City, based on actual Licensing Revenues received from residents of the City in the Service Year, adjusted for Cities with a Licensing Revenue Target > \$20,000 as described in Exhibit C-5. (License Revenue that cannot be attributed to a specific Party (e.g., License Revenue associated with incomplete address information), will be allocated amongst the Parties based on their respective percentages of total AR).

“T” is the Transition Funding Credit, if any, for the Service Year.

“V” is the Shelter Credit, if any, for the Service Year.

“W” is the actual amount paid by a City receiving shelter services to PAWS for such services during the Service Year, if any, plus the actual amount paid by a City to the County for the purchase of Enhanced Control Services during the Service Year, if any.

“X” is the amount of Residual New Regional Revenue, if any, allocable to the City from the 50% of New Regional Revenues which is first applied to offset County costs for funding Shelter Credits, Transition Funding Credits and any Program costs not allocated in the cost model. The residual is shared amongst the Contracting Parties to reduce *pro-rata* up to 20% of each Contracting Party’s Estimated Total Animal Services Cost Allocation (See column titled “Estimated Total Animal Services Cost Allocation” in the spreadsheet at Exhibit C-1).

“LRC” is the amount of any Licensing Revenue Credit or Charge to be applied based on receipt of licensing support services. For a Licensing Revenue Support City designated in Exhibit C-5, the amount shall be determined per Table 2 of Exhibit C-5 and the associated

Licensing Support Contract, if any. Where a Licensing Revenue Support City is due a Licensing Revenue Credit, the amount applied for this factor is a positive dollar amount (e.g., increases City's revenues in the amount of the credit); if a Licensing Revenue Support City is assessed a Licensing Revenue Charge, the amount applied for this factor is a negative amount (e.g., increases City's costs). For any Contracting City receiving licensing support services per a Licensing Support Contract/ **Exhibit F** other than a Licensing Revenue Support City, LRC will be a negative amount (increasing the City's costs) equal to the County's cost of the licensing support set forth in the Attachment A to the Licensing Support Contract.

"B" is the **"Budgeted Total Net Allocable Costs"** as *estimated* for the Service Year for the provision of Animal Services to be allocated between all the Contracting Parties for the purposes of determining the Estimated Payment, calculated as described in **Exhibit C**.

"LF" is the **"Program Load Factor"** attributable to City for the Service Year, calculated as described in **Exhibit C**. LF will be recalculated if necessary to account for annexations of areas with a population of 2,500 or more people, or for Latecomer Cities if such events were not accounted for in the Final Estimated Payment Calculation for the Service Year being reconciled.

Additional Allocation of New Regional Revenues after calculation of all amounts above: If there is any residual New Regional Revenue remaining after allocating the full possible **"X"** amount to each Party (to fully eliminate the population based portion of costs), the remainder shall be allocated on a *pro rata* basis to all Contracting Parties for which $ANFC_1 < 0$. If there is any residual thereafter, it will be applied to improve Animal Services.

Exhibit E

Enhanced Control Services Contract (Optional)

Between City of _____ ("City") and King County ("County")

The County will to offer Enhanced Control Services to the City during Service Years 2013, 2014 and 2105 of the **Animal Services Interlocal Agreement for 2013 Through 2015** between the City and the County dated and effective as of July 1, 2012 (the "Agreement") subject to the terms and conditions as described herein. **The provisions of this Contract are optional to both Parties and shall not be effective unless executed by both Parties.**

- A. The City may request services under two different options, summarized here and described in further detail below:

Option 1: for a period of *not less than one year*, the City may request service from an Animal Control Officer dedicated to the City ("Dedicated Officer"). Such service must be confirmed in writing through both Parties entering into this Enhanced Control Services Contract no later than August 15 of the year prior to the Service Year in which the service is requested.

Option 2: for a period of *less than one year*, the City may request a specified number of over-time service hours on specified days and time from the 6 Animal Control Officers staffing the three Control Districts. Unlike Option 1, the individual officers providing the service will be determined by the County and may vary from time to time; the term "Dedicated Officer" used in context of Option 2 is thus different than its meaning with respect to Option 1. Option 2 service must be requested no later than 60 days prior to the commencement of the period in which the service is requested, unless waived by the County.

The City shall initiate a request for enhanced service by completing and submitting **Attachment A** to the County. If the County determines it is able to provide the requested service, it will so confirm by completing and countersigning **Attachment A** and signing this Contract and returning both to the City for final execution.

- B. The County will provide enhanced Control Services to the City in the form of an Animal Control Officer dedicated to the City ("Dedicated Officer") as described in **Attachment A** and this Contract.
1. Costs identified in **Attachment A** for **Option 1** are for one (1) year of service in 2010, in 2010 dollars, and include the cost of the employee (salary, benefits), equipment and animal control vehicle for the employee's use). Costs are subject

to adjustment each year, limited by the Annual Budget Inflator Cap (as defined in the Agreement).

2. Costs for **Option 2** will be determined by the County each year based on its actual hourly overtime pay for the individual Animal Control Officers providing the service, plus mileage at the federal reimbursement rate. The number of miles for which mileage is charged shall be miles which would not have been traveled but for the provision of the enhanced service.
 3. Costs paid for enhanced services will be included in the Reconciliation calculation for each Service Year, as described in **Exhibit D** of the Agreement.
- C. Services of the Dedicated Officer shall be in addition to the Animal Services otherwise provided to the City by the County through the Agreement. Accordingly, the calls responded to by the Dedicated Officer shall **not** be incorporated in the calculation of the City's Calls for Service (as further described in **Exhibit C and D** to the Agreement).
- D. The scheduling of work by the Dedicated Officer will be determined by mutual agreement of the contract administrators identified in the Agreement, and (in the case of a purchase of service under **Option 1**) the mutual agreement of officials of other Contracting Cities named as contract administrators that have committed to sharing in the expense of the Dedicated Officer. In the event the parties are unable to agree on scheduling, the County shall have the right to finally determine the schedule of the Dedicated Officer(s).
- E. Control Services to be provided to the City pursuant to this Enhanced Services Contract include Control Services of the type and nature as described under the Agreement with respect to Animal Control Officers serving in Control Districts, and include but are not limited to, issuing written warnings, citations and other enforcement notices and orders on behalf of the City, or such other services as the Parties may reasonably agree.
- F. The County will provide the City with a general quarterly calendar of scheduled service in the City, and a monthly report of the types of services offered and performed.
- G. **For Services purchased under Option 1:** An FTE will be scheduled to serve 40 hour weeks, however, with loss of service hours potentially attributable to vacation, sick leave, training and furlough days, not less than 1600 hours per year will be provided. Similarly, a half-time FTE will provide not less than 800 hours per year. The County shall submit to the City an invoice and billing voucher at the end of each calendar

quarter, excepting that during the 4th quarter of each year during the term of this Contract, an invoice shall be submitted to the City no later than December 15th. All invoiced amounts shall be payable by the City within 30 days of the invoice date.

- H. **For Services purchased under Option 2:** The County shall submit to the City an invoice and billing voucher at the end of each calendar quarter. All invoiced amounts shall be payable by the City within 30 days of the invoice date.
- I. The City or County may terminate this Enhanced Services Contract with or without cause upon providing not less than 3 months written notice to the other Party; provided that, if the City has purchased services under **Option 1** and is sharing the Enhanced Control Services with other Contracting Cities, this Contract may only be terminated by the City if: (1) all such other Contracting Cities similarly agree to terminate service on such date, or (2) if prior to such termination date another Contracting City or Cities enters into a contract with the County to purchase the Enhanced Control Service that the City wishes to terminate; *provided further:* except as provided in Paragraph A.1, a Contract may not be terminated if the term of service resulting is less than one year.
- J. All terms of the Agreement, except as expressly stated otherwise in this Exhibit, shall apply to this Enhanced Control Services Contract. Capitalized Terms not defined herein have those meanings as set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Enhanced Services Contract to be executed effective as of this ____ day of _____, 201__.

King County

City of _____

Dow Constantine
King County Executive

By:
Mayor /City Manager

Date

Date

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

Exhibit E: Attachment A

ENHANCED CONTROL SERVICES OPTION REQUEST

(to be completed by City requesting Enhanced Control Services; final service terms subject to adjustment by County and agreement by City and will be confirmed in writing executed and appended to Enhanced Control Service Contract/Exhibit E)

City _____

Requested Enhanced Control Services Start Date: _____

Requested Enhanced Control Services End Date: _____ *

*term of service must be at least one year, except if purchasing services under Option 2.

Please indicate whether City is requesting services under Option 1 or Option 2:

_____ Option 1:

% of Full Time Equivalent Officer (FTE) requested: _____ (minimum request: 20%; requests must be in multiples of either 20% or 25%)

_____ Option 2:

Overtime Hours purchase from existing ACO staff: _____ hours per (week /month)

General Description of desired services (days, hours, nature of service):

_____.

For Option 1:

Contracting Cities with whom the City proposes to share the Enhanced Control Services, and proposed percentages of an FTE those Cities are expected to request:

_____.

On behalf of the City, the undersigned understands and agrees that the County will attempt to honor requests but reserves the right to propose aggregated, adjusted and variously scheduled service, *including but not limited to adjusting allocations of service from*

increments of 20% to 25%, in order to develop workable employment and scheduling for the officers within then-existing workrules, and that the City will be allowed to rescind or amend its request for Enhanced Control Services as a result of such proposed changes.

Requests that cannot be combined to equal 50% of an FTE, 100% of an FTE, or some multiple thereof may not be honored. Service must be requested for a minimum term of one-year, except as permitted by Paragraph A.1. .Service may not extend beyond the term of the Agreement.

City requests that alone or in combination with requests of other Contracting Cities equal at least 50% of an FTE will be charged at the rate in Column 1 below.

City requests that alone or in combination with other requests for Enhanced Control Services equal 100% of an FTE will be charged at the rate in Column 2 below.

Cities may propose a different allocation approach for County consideration.

An FTE will be scheduled to serve 40 hour weeks, however, with loss of hours potentially attributable to vacation, sick leave, training and furlough days, a minimum of 1600 hours per year will be provided. A half-time FTE will provide a minimum of 800 hours per year. *For example*, a commitment to purchase 20% of an FTE for enhanced service will result in provision of not less than 320 hours per year.

Hours of service lost for vacation, sick leave, training and furlough days will be allocated on *pro rata* basis between all Contracting Cities sharing the services of that FTE.

Column 1: Aggregate of 50% of an FTE Requested by all Participating Cities	Column 2: Aggregate of 1 FTE Requested by all Participating Cities
Cost to City: (% of Half-Time FTE requested) x \$75,000/year in 2010*	Cost to City: (% of FTE requested) x \$115,000/year in 2010 *
<i>Example:</i> if City A requests 25% of an FTE ** and City B requests 25% of an FTE**, then each city would pay \$18,750 for Enhanced Control Services from July 1, 2010 through December 31, 2011 (6 months).	<i>Example:</i> If City A requests 25% of an FTE and City B requests 25% of an FTE and City C requests 50% of an FTE, Cities A and B would pay \$14,375 and City C would pay \$28,750 for Enhanced Control Services from July 1, 2010 through December 31, 2011 (6 months)
** (50% of a Half-Time FTE)	

* This example is based on 2010 costs. Actual costs will be based on actual Service Year FTE costs.

For Option 2:

On behalf of the City, the undersigned understands and agrees that the County will confirm what services, if any, it can provide, and at what costs, by completing this Attachment A, and the City must signify whether it accepts the County's offer by signing the Enhanced Services Contract.

Request Signed as of this ____ day of _____, 201__.

City of _____

By: _____

Its _____

To be completed by King County:

____ **Option 1:** The County hereby confirms its ability and willingness to provide Enhanced Control services as requested by the City in this **Attachment A**, *with adjustments as noted below (if any):*

The FTE Cost for the Service Year in which the City has requested service is:
\$_____.

____ **Option 2:** the County confirms its ability to provide control service overtime hours as follows (*insert description — days/hours*):

Such overtime hours shall be provided at a cost of \$_____, (may be a range) per service hour, with the actual cost depending on the individual(s) assigned to work the hours, plus mileage at the federal reimbursement rate.

King County

By: _____

Its _____

Date: _____

Exhibit F

Licensing Support Contract (Optional)

Between City of _____ ("City") and King County ("County")

The County is prepared to offer licensing revenue support to the City subject to the terms and conditions described in this Licensing Support Contract ("Contract"). The provisions of this Exhibit are optional and shall not be effective unless this Exhibit is executed by both the City and the County and both parties have entered into the underlying Animal Services Interlocal Agreement for 2013 Through 2015 (the "Agreement").

- A. **Service Requests, Submittal:** Requests to enter into a licensing support contract should be made by submitting the Licensing Revenue Support Services Request (**Attachment A** to this **Exhibit F**) to the County between June 30 and October 31 of the calendar year prior to year in which such services are requested ("Service Year"). A separate Request shall be submitted for each Service Year, excepting that a Licensing Support City with a revenue target in excess of \$20,000/year may submit a request by September 1, 2012 in order to receive service in all three Service Years (2013, 2014 and 2015).
- B. **County to Determine Service Availability:** The County will determine whether it has capacity to provide the requested service based on whether it has staff available, and consistent with the priorities stated in **Section 7.c** and **Exhibit C-5** of the Agreement.
- C. **Services Provided by County, Cost:** The County will determine the licensing revenue support activities it will undertake to achieve the Licensing Revenue Target. Activities may include, but are not limited to canvassing, mailings, calls to non-renewals. In completing **Attachment A** to confirm its ability to provide licensing support services to the City, the County shall identify the cost for such service for each applicable Service Year. If the City accepts the County's proposed costs, it shall so signify by countersigning **Attachment A**.
- D. **Services Provided by City:** In exchange for receiving licensing revenue support from the County, the City will provide the following services:
 - 1. Include inserts regarding animal licensing in bills or other mailings as may be allowed by law, at the City's cost. The County will provide the design for the insert and coordinate with the City to deliver the design on an agreed upon schedule.
 - 2. Dedicate a minimum level of volunteer/staff hours per month (averaged over the year), based on the City's Licensing Revenue Target for the Year (as

specified/selected in Attachment A) to canvassing and/or mailings and outbound calls to non-renewals. City volunteer/staff hour requirements are scaled based on the size of the Licensing Revenue Target per **Table A** below:

Table A: Volunteer/Staff Hours to be Provided by City

If the Licensing Revenue Target for the Service Year is between:	The City shall provide volunteer/staff hours support (averaged over the year)
\$0 and \$5,000	9 hours per month
\$5,001-\$10,000	18 hours per month
\$10,000-\$20,000	27 hours per month
\$20,001 and \$40,000	36 hours per month
>\$40,000	45 hours per month

3. Provide representation at a minimum of two public events annually to inform City residents about the Animal Services Program and promote pet licensing.
4. Inform City residents about the Animal Services Program and promote pet licensing utilizing print and electronic media including the city's website, social media, community brochures and newsletter ads/articles, signage/posters and pet licensing applications in public areas of city buildings and parks.
5. Appoint a representative to serve on the joint City-County marketing subcommittee; this representative shall attend the quarterly meetings of the subcommittee and help shape and apply within the City the joint advertising strategies developed by consensus of the subcommittee.

E. Selection of Licensing Revenue Target and Payment for Licensing Revenue Support:

1. For **Licensing Revenue Support Cities** (those identified in **Exhibit C-5** of the Agreement):
In 2014 and 2015, Licensing Revenue Support Cities may receive licensing revenue support intended to generate total annual Licensing Revenue at or above the Revenue Goal in Table 1 of **Exhibit C-5**. The City will receive a **Licensing Revenue Credit or Charge** at Reconciliation in accordance with the calculations in **Table 2** of **Exhibit C-5**. A Licensing Revenue Support City may request service under subparagraph 2 below.
2. For **all other Contacting Cities**: The City will identify a proposed Licensing Revenue Target in **Attachment A**. The County may propose an alternate Revenue Target. If the Parties agree upon a Licensing Revenue Target, the County shall indentify its annual cost to provide service designed to achieve the target. At Reconciliation, the City shall be charged for licensing support service at the cost specified and agreed in **Attachment A** (the "**Licensing Revenue Charge**"),

regardless of the amount of Licensing Revenue received by the City during the Service Year (see Exhibit D of the Agreement for additional detail).

F. Other Terms and Conditions:

1. Before January 31 of the Service Year, each Party will provide the other with a general calendar of in-kind services to be provided over the course of the Service Year.
2. Each Party will provide the other with a monthly written report of the services performed during the Service Year.
3. Either Party may terminate this Contract with or without cause by providing not less than 2 months' advance written notice to the other Party; provided that all County costs incurred to the point of termination remain chargeable to the City as otherwise provided.
4. All terms of the Agreement, except as expressly stated otherwise herein, shall apply to this Contract, and Capitalized Terms not defined herein have the meanings as set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract for Licensing Support Services to be executed effective as of this ____ day of ____, 201__.

King County

City of _____

Dow Constantine
King County Executive

By:
Mayor /City Manager

Date

Date

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

Exhibit F: Attachment A
LICENSING REVENUE SUPPORT SERVICES REQUEST

(to be completed by City requesting licensing support services; one request per Service Year except for a Licensing Support City with a Licensing Revenue Target over \$20,000/year; final terms subject to adjustment by County and agreement by City confirmed in writing, executed and appended to the Contract for Licensing Support Services—*Exhibit F of the Animal Services Interlocal Agreement for 2013 Through 2015* ("the Agreement") dated effective as of July 1, 2012.)

1. City _____ Date of Request: _____
2. Licensing Revenue Target (the amount by which the City seeks to increase its revenues in the Service Year): \$_____

Note:

- For Licensing Revenue Support Cities, the Licensing Revenue Support Target is defined in **Table 1 of Exhibit C-5** of the Agreement, unless the Parties otherwise agree.
 - The amount of volunteer/staff hours and other in-kind services required of the City in exchange for receipt of licensing support services is based on the size of the Licensing Revenue Target (see Licensing Support Contract/**Exhibit F** of Agreement).
3. Contact person who will coordinate City responsibilities associated with delivery of licensing support services:
Name:
Title:
Phone:
Fax:

I understand that:

- A. provision of licensing revenue support services is subject to the County determining it has staff available to provide the services;
- B. For Contracting Cities other than Licensing Revenue Support Cities, the County may propose an adjustment in the requested Licensing Revenue Target;
- C. the County will, by September 1 of the current calendar year, provide the City with a firm cost to provide the amount of licensing support services the County proposes to provide by completing this **Attachment A**;
- D. the County cannot verify and does not guarantee a precise level of Licensing Revenues to be received by the City as a result of these services;
- E. Receipt of service is subject to County and City agreeing on the Licensing Revenue Target and County charge for these services (incorporated in

calculation of the **Licensing Revenue Credit/Charge** per the Agreement), and executing the Licensing Support Contract (**Exhibit F** of the Agreement).

Request signed as of this ____ day of _____, 201__.

City of _____

By: _____

Its: _____

To be completed by King County:

The County offers to provide the City licensing revenue support services in Service Year 201__ intended to generate \$_____ (the "Licensing Revenue Target") in additional Licensing Revenue for a total Service Year cost of \$_____, some or all of which cost may be charged to the City in calculating the Licensing Revenue Charge, as further described in the Licensing Support Contract and **Exhibits C-5** (for Licensing Support Cities) and **D** of the Agreement.

King County

By: _____

Its: _____

Date: _____

To be completed by the City:

The County offer is accepted as of this ____ day of _____, 201__.

City of _____

By: _____

Its: _____

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 12-806, allowing the Mayor the ability to submit an application to the Recreation and Conservation Office for a grant for design, permitting and construction engineering materials for a pier/dock at Lake Sawyer Boat Launch Park	Agenda Date: June 7, 2012		AB12-035
	Department/Committee/Individual		
	Mayor Rebecca Olness		
	City Administrator -		
	City Attorney – Chris Bacha		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: \$28,875 grant match. Project total is \$115,500.			
Fund Source: Recreation and Conservation Office (State of Washington)			
Timeline: State fiscal year 2013-14			
	Community Development – Steve Pilcher		
	Parks/Natural Resources – Aaron Nix	X	
Attachments: Resolution 12- 806 and application materials submitted to the Recreation and Conservation Office with the State of Washington.			
<p>SUMMARY STATEMENT:</p> <p>The Lake Sawyer Boat Launch Park Conceptual Plan completed by Anchor Environmental Consultants in 2009 identifies a pier/dock as a component to improvements associated with the facility. The preparation and application for design, permitting and construction engineering materials in the creation of a shovel ready project will be completed with these grant monies.</p>			
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Parks/Cemetery Committee recommended approval of the draft resolution materials at its May 17, 2012 meeting.</p>			
<p>RECOMMENDED ACTION: MOTION to adopt Resolution No. 12-806, authorizing the Mayor the ability to apply for Recreation and Conservation Office Grant money towards the design, permitting and construction engineering materials for a pier/dock at the Lake Sawyer Boat Launch Park.</p>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
June 7, 2012			

RESOLUTION NO. 12-806

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE RECREATION AND CONSERVATION OFFICE THROUGH THE STATE OF WASHINGTON TOWARDS A PLANNING PROJECT IN COMPLETING DESIGN, PERMITTING AND CONSTRUCTION ENGINEERING MATERIALS FOR A SHOVEL READY PROJECT OF A PIER/DOCK AT THE LAKE SAWYER BOAT LAUNCH PARK. THE PROJECT IS HEREBY IDENTIFIED AS THE LAKE SAWYER BOAT LAUNCH DOCK DESIGN.

WHEREAS this a resolution that authorizes submitting application(s) for grant funding assistance for Boating Facilities Program project(s) to the Recreation and Conservation Office as provided in Chapter 79A.25 RCW, Boating Facilities Program, WAC 286 and subsequent Legislative action.

WHEREAS, our organization has approved a comprehensive parks and recreation plan that includes this project; and

WHEREAS, under the provisions of the Boating Facilities Program (BFP), state grant assistance is requested to aid in financing the cost of *planning*; and

WHEREAS, our organization considers it in the best public interest to complete the project described in the application;

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

Section 1. The Mayor is authorized to make formal application to the Recreation and Conservation Office for grant assistance.

Section 2. Any grant received will be used for direct costs associated with implementation of the project referenced above.

Section 3. Our organization hereby certifies that our matching share of project funding will be derived from our grant matching line item and that we are responsible for supporting all non-cash commitments to this project should they not materialize.

Section 4. We acknowledge that the grant assistance, if approved, will be paid on a reimbursement basis, meaning we will only request payment from the Recreation and Conservation Office after eligible and allowable costs have been incurred and payment remitted to our vendors, and that

the Recreation and Conservation Office will hold retainage until the project is deemed complete.

Section 5. This resolution becomes part of a formal application to the Recreation and Conservation Office for grant assistance.

Section 6. We provided appropriate opportunity for public comment on this application.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING IN CITY COUNCIL CHAMBERS THEREOF, THIS 7TH DAY OF JUNE, 2012.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

**Boating Facilities Program
Local Boating Program
Application Project Summary**

TITLE: Lake Sawyer Boat Launch Dock Design			NUMBER: 12-1089
			TYPE: (Planning)
			STATUS: Application Submitted
APPLICANT: City of Black Diamond			CONTACT: Aaron C Nix (360) 886-2560 Ext 220
COSTS:			SPONSOR MATCH:
RCO	\$86,625	75 %	Appropriation \ Cash
Local	\$28,875	25 %	\$28,875
Total	\$115,500	100 %	

DESCRIPTION:

The City of Black Diamond will undertake a planning project in order to ready a dock/pier for construction at its boat launch facility on Lake Sawyer as shown on the attached map. Lake Sawyer is the 4th largest lake in King County. Located in southeast King County at the foothills of the cascade mountain range. The primary recreation opportunity this project will provide is for the safe entry and exit of boats and other types of watercraft to Lake Sawyer. This launching facility is the only public motorized boat/watercraft facility on the lake. This project will result in a shovel ready project that will include construction drawings, engineering, environmental documentation and plan specifications for a dock/pier to be utilized in conjunction with a recent improvement project of the launch area itself. This work included the installation of WDFW approved concrete launching ramps at a cost to the City of \$93,000. Previous grant and City funded projects for the park have included the development of a conceptual master plan for the park with modern improvements, a low-impact development parking area and revegetation along the park's shoreline. This community has waited patiently for the use of a dock/pier to tie boats and other watercraft to in order to launch and retrieve them safely. Strong winds at the facility make it very difficult to do this in a safe, efficient manner.

LOCATION INFORMATION:

COUNTY: King

SCOPE (WORK TYPES):

Cultural resources	Environmental documentation
Engineering/design of boating facilities	Obtain permits

PERMITS ANTICIPATED:

Aquatic Lands Use Authorization	Hydraulics Project Approval [HPA]
Archeological & Cultural Resources (EO 05-05)	SEPA
Endangered Species Act Compliance [ESA]	Shoreline Permit

ANTICIPATED ACREAGE:

Acres To Be Acquired	Acres To Be Developed	Acres To Be Renovated
-------------------------	--------------------------	--------------------------

LAST UPDATED: May 17, 2012

DATE PRINTED: May 31, 2012

Planning Cost Estimate Summary

City of Black Diamond
Lake Sawyer Boat Launch Dock Design

12-1089
Planning
Boating Facilities - Local

Category / Work Type	Total Cost	Description
Worksite #1, Black Diamond Boat Launch Park		
Cultural Resources		
Cultural resources	\$7,500.00	Evaluate the site for any cultural resources
Permits		
Obtain permits	\$25,000.00	Obtain permits
Recreation Facility Design		
Engineering/design of boating facilities	\$65,000.00	Design and engineer dock, geotechnical work has already been completed. Design appropriate mitigation to compensate for impacts.
Recreation facility Planning		
Environmental documentation	\$18,000.00	Conduct a biological assessment
Project Total Costs	\$115,500.00	

Full Questionnaire and Permit Report

City of Black Diamond
Lake Sawyer Boat Launch Dock Design

12-1089
Planning
Boating Facilities - Local

Project Questionnaire

- 1 of 10 *Does the project site or project boundary lie within the urban growth area boundary of a city or town with a population of 5,000 or more? If yes, name the community and attach one map called Population Proximity Map under the Attachment Tab in PRISM.*
No. The City of Black Diamond is within the urban growth boundary, but currently has a population of approximately 4,200.
- 2 of 10 *Describe any ground disturbing work that will be necessary as part of the design process, such as geotech work. Include anticipated number of test sites, depth of disturbance, location, etc.*
None is anticipated as geotechnical work has already been completed and has been submitted as part of this submittal package.
- 3 of 10 *If this project requires a federal permit, will the scope of that permit cover ALL proposed ground disturbing activities included in this project? You may need to request a pre-application meeting with the permitting agency to answer this question.*
Yes
- 4 of 10 *How does this proposal implement goals in your agency's planning document and/or the Statewide Comprehensive Plan (include references)*
This project is the number one project outlined in the City's Parks Recreation and Open Space Plan. King County has contributed money in the past in the re-development of the facility and the City is working on obtaining more funding in order to complete the project.
- 5 of 10 *Is this project scope part of a larger effort not reflected in the project application? If so, briefly describe the larger effort, funding amount(s) and source(s).*
This is one component to a multi-phase effort to complete improvements to the Lake Sawyer Boat Launch Park that was began in 2007. A conceptual site plan has been attached. The items remaining to be completed include stabilization of the shoreline bank and improvements to the boat trailer parking area. Estimated total cost for construction of these additional elements are \$150,000 and \$300,000 respectively.
- 6 of 10 *Who will be responsible for administration, design, and/or implementation of this project (i.e. in-house staff, paid consultants, contractors, volunteers, other agency staff, etc.)? Explain.*
Staff will administer a contract with an engineering/environmental consulting firm to complete construction drawings, engineering, environmental documentation, plan specifications and a final construction cost estimate.
- 7 of 10 *Is there, or will there be, any significant public access or use restrictions? If yes, explain:*
No. Dock/pier will be designed to be ADA accessible.
- 8 of 10 *Does this application contain state, federal or other grants as part of the "sponsor match"? If "yes," name the grant(s) and date grant will be available.*
No. Match money will be supplied by the City of Black Diamond. Other grants have been received in the past for conceptual design, improved low-impact parking facility and shoreline revegetation at the facility. These grant sources include the King Conservation District and King County.
- 9 of 10 *Does this application contain elements required for mitigation? If yes, explain:*
Yes. The City will make sure that the design elements as prescribed by the Army Corps of Engineers General Permit (RGP-3) are included in the design of the dock/pier. Mitigation should be minima, but costs are included in the project to account for mitigation design onsite that may be required by the permitting agencies.
- 10 of 10 *Is this project a subsequent phase to a previously funded RCFB project? If yes, please identify the grant project number(s) if known.*
No

Worksite #1 Black Diamond Boat Launch Park Questionnaire

Full Questionnaire and Permit Report

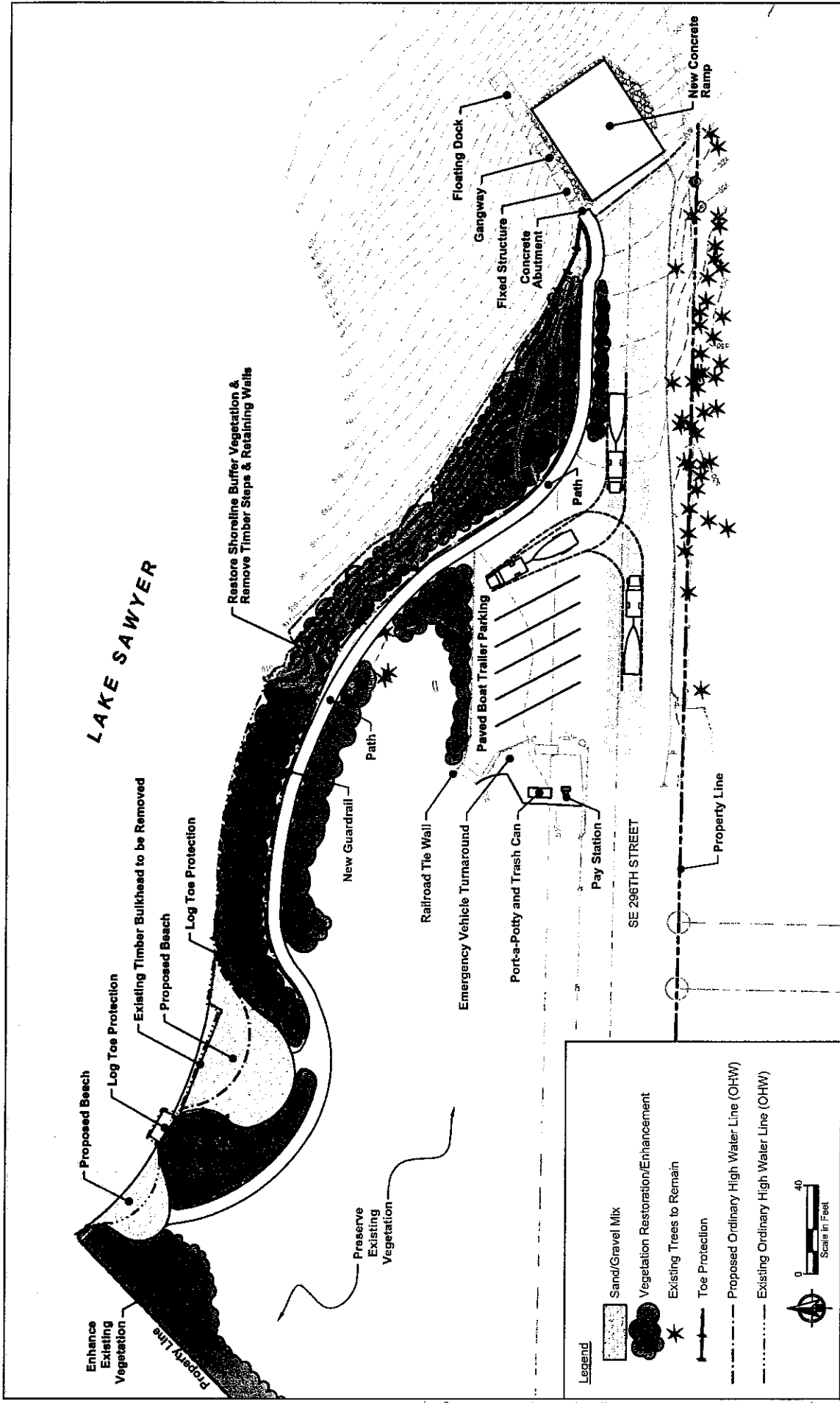
**City of Black Diamond
Lake Sawyer Boat Launch Dock Design**

**12-1089
Planning
Boating Facilities - Local**

- 1 of 4 *Has the worksite been investigated for historical, archeological, or cultural resources? If yes, when did this occur and what agencies and tribes were consulted? Attach related documents (letters, surveys, agreements, etc.) to your project in PRISM.*
No
- 2 of 4 *Give street address for this worksite if available.*
296th Street
- 3 of 4 *Is the work site(s) located within an existing park, wildlife refuge, natural area preserve, or other recreation or habitat site? If yes, name the area and specify if the land is owned by local, state or federal government.*
The design and engineering work site would be waterward and north of the existing boat launch park facility.
- 4 of 4 *Identify the source of funds (i.e. federal grant, Conservation Futures, local appropriations, private land donation, etc.) that was originally used to acquire the property.*
The property was acquired from King County when the lake annexed into the City in 1998. Launch facility has been in place for many years.

Permits

Permit Name	Applied Date	Received Date	Expiration Date	Permit #	Comment
Archeological & Cultural Resources (EO 05-05)					
Shoreline Permit					
Aquatic Lands Use Authorization					
SEPA					
Hydraulics Project Approval [HPA]					
Endangered Species Act Compliance [ESA]					
Water Quality Certification [Section 401]					



CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 12-807, authorizing a Two Year Lease Agreement with ModSpace for the Community Development and Public Works Modular Buildings	Agenda Date: June 7, 2012 AB12-036	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator –	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Public Works – Seth Boettcher	
	Economic Devel. – Andy Williamson	X
	Police – Jamey Kiblinger	
Cost Impact: \$5,457.96/month	Court – Stephanie Metcalf	
Fund Source: Funding Agreement	Comm. Dev. – Steve Pilcher	
Timeline: July 1, 2012 – June 30, 2014		
Attachments: Resolution No. 12-807, lease agreements for both buildings		
<p>SUMMARY STATEMENT:</p> <p>This lease agreement is an update of the current approved lease that the City has on the modular buildings. The current lease is set to expire in July and this is the replacement.</p> <p>The overall increase in the price is due to an increase in property taxes and collection of sales tax. The base rates remain the same. ModSpace originally quoted the City a higher price for the renewal, but City staff was able to negotiate the same base rate as before, saving the City almost \$200/month. The cost per square foot for the 4,320 ft² of office space is \$1.24/ft².</p>		
<p>COMMITTEE REVIEW AND RECOMMENDATION:</p>		
<p>RECOMMENDED ACTION: MOTION to approve Resolution No. 12-807, authorizing the Mayor to execute lease agreements with ModSpace for the Public Works and Community Development modular buildings.</p>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 7, 2012		

RESOLUTION NO. 12-807

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE LEASE
AGREEMENTS WITH MODSPACE FOR THE COMMUNITY
DEVELOPMENT AND PUBLIC WORKS BUILDINGS**

WHEREAS, ModSpace has provided leased modular space to the City for four years; and

WHEREAS, the City's lease has expired and can be renewed at the same base rate and conditions as the current lease;

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

Section 1. The Mayor is hereby authorized to execute a two year lease agreement with ModSpace to provide work space for City employees at the monthly rate of \$3,378.98 for the Community Development Building and \$1,967.18 for the Public Works building.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF JUNE, 2012.**

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk



LEASE AGREEMENT NO.: 001413
RENEWAL AGREEMENT NO.: 159711
ACCOUNT NO.: 111564
CUSTOMER NO.: 166950

RETURN EQUIPMENT TO ModSpace:

Seattle
19432 East Valley Highway
Kent
WA 98032
Telephone: 253-395-0301
Fax: 253-395-0235

Modular Space Corporation, a Delaware corporation ("ModSpace") hereby leases the equipment specified below (the "Equipment") to:

CITY OF BLACK DIAMOND
PO Box 599
BLACK DIAMOND
WA 98010-0599

Customer Contact: Kevin Esping
Telephone: 253-261-0594
Fax: 360-886-2592
P.O. #: Not Required

The Equipment will be located at (subject to Section 4 on attached page):

TBD
BLACK DIAMOND
WA 98010

Customer hereby leases Equipment from ModSpace for a minimum period of 24 months (the "Minimum Lease Period") from the start of the lease term in accordance with the terms and conditions of this Lease Agreement including the terms and conditions set forth on the attached page (this "Lease"). Rental month is defined as a thirty-day period.

Customer agrees to pay ModSpace without demand and in advance the monthly rental and other charges on the due dates set forth in this Lease. This lease is hereby renewed as of the 1st day of July, 2012.

Unit	Class	Width	Length	Serial No.	Monthly	Weekly	Daily	Insurance Value
653523	QUAD	12'	60'	HER026156ORA	\$650.00	\$149.59	\$21.37	\$48,519
653524	QUAD	12'	60'	HER026156ORB	\$650.00	\$149.59	\$21.37	\$48,519
653525	QUAD	12'	60'	HER026156ORC	\$650.00	\$149.59	\$21.37	\$48,519
653526	QUAD	12'	60'	HER026156ORD	\$650.00	\$149.59	\$21.37	\$48,519

ONE TIME CHARGES

MODIFICATIONS	
REMOVE CUSTOM MODIFICATIONS* (Qty: 1)	***
Kitchenette, change door back to original swing.	
RETURN DELIVERY	
BUILDING RETURN* (Qty: 4)	***
RETURN FUEL SURCHARGE* (Qty: 4)	***
OPTIONAL EQUIPMENT* (Qty: 4)	***
DISMANTLING	
INSTALL HITCH* (Qty: 4)	***
REMOVE ANCHORS/TIEDOWNS* (Qty: 1)	***
UNSKIRT* (Qty: 1)	***
REMOVE RAMPS* (Qty: 1)	***
TEAR DOWN COMPLEX* (Qty: 1)	***
REMOVE PARTITION (LABOR)* (Qty: 1)	***

Total \$0.00
Sales Tax(One Time) \$0.00
Grand Total(OneTime) \$0.00

MONTHLY CHARGES

COMPLEX	\$2,600.00
RENTAL	
STEPS (Qty: 1 at \$35.00)	\$35.00
RAMPS (Qty: 1 at \$390.00)	\$390.00

Total \$3,025.00
Monthly Property Expense \$86.40
Sales Tax(Monthly Lease Items) \$267.58
Grand Total(Monthly) \$3,378.98

DAILY: \$85.48
WEEKLY: \$598.36

** Billed at Termination

*** Billed at current rate at Termination

#Tax rates will vary with delivery address. Taxes are subject to change by tax authorities without notice.

No agent, employee or representative of ModSpace has any authority to make any representation or warranty concerning the Equipment that is not specifically included in this Lease. Unless specifically identified in this Lease, this Lease supersedes all prior negotiations, proposals and documents. This Lease will not be subject to any additional provision that may be contained in the Customer's purchase order, although Customer's purchase order number may be used by the parties as a convenient reference for invoicing purposes.



LEASE AGREEMENT NO.: 001413
RENEWAL AGREEMENT NO.: 159711
ACCOUNT NO.: 111564
CUSTOMER NO.: 166950

RETURN EQUIPMENT TO ModSpace:

Seattle
19432 East Valley Highway
Kent
WA 98032
Telephone: 253-395-0301
Fax: 253-395-0235

(Continued)

(012) Tax rates may vary dependent upon confirmation of final delivery address. Any adjustment to the Tax rate imposed by city, county, state, or federal government or other taxing authority subsequent to the date of ModSpace' quotation, proposal, or commencement date of the Lease will be reflected on Customer's invoice. Customer is responsible for the payment of any increase in Taxes and such obligation supersedes any conflicting language contained in any Customer document.

(013) Any Value Added Products or services (including but not limited to holding tanks, ramps, security services) are products provided by a third party vendor. ModSpace will not be held responsible for the maintenance or servicing of such products. Customer will be responsible for any and all of the third party vendor's terms and conditions that typically govern the leasing and servicing of the equipment. The Customer understands that for their convenience ModSpace will coordinate the product or service and act as a billing agent for the third party vendor.

ALL RIGHT, TITLE AND INTEREST OF MODULAR SPACE CORPORATION HEREUNDER HAS BEEN PLEDGED TO, AND IS SUBJECT TO THE SECURITY INTERESTS OF, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, PURSUANT TO THAT CERTAIN THIRD AMENDED AND RESTATED CREDIT AGREEMENT, DATED AS OF JUNE 6, 2011, AMONG MODULAR SPACE CORPORATION, THE OTHER BORROWERS PARTY THERETO, THE GUARANTORS PARTY THERETO, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AS AMENDED, RESTATED, AMENDED AND RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME AND PURSUANT TO CERTAIN SECURITY DOCUMENTS DELIVERED THEREUNDER, MODULAR SPACE CORPORATION SHALL HAVE NO RIGHT TO TRANSFER ITS RIGHT, TITLE OR INTEREST HEREUNDER TO ANY PARTY EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE RELEVANT LOAN DOCUMENTS.

Comprehensive and Liability Insurance coverage certificate must be received prior to delivery or Lessee will need to accept ModSpace Optional Insurance and/or Damage Waiver on ModSpace leases agreement prior to delivery.

Return delivery and dismantle will be billed at current rate at time of return unless otherwise quoted.

Pilot cars will be billed as required for 12' or 14' wide trailer @ 210.00 per unit on each delivery or return. Charges over a 25 mile radius will be charged on a per mile basis at \$1.75 per mile

Tiedowns/anchors not included and will be priced upon request.

Alterations will require an alteration permit through Washington State Department of Labor and Industries.

Set up is based on 1000psf soil bearing capacity.

Excessive cleaning and/or damage will be charged additionally at prevailing rates.

The Lessee is responsible for providing a level site that is accessible to standard mobile transport equipment.

Wait time or additional site time will be charged at \$75.00/hr. Additional charges may apply for labor time.

Property tax and sales tax will be charged additionally.

Customer is responsible for all taxes, permits, fees, licenses, utility connections, foundation engineering, and the preparation of a level, compact and accessible site.

Charges for return freight, dismantle, cleaning, damage repair, and non-returned keys will be charged at the then current rate at the time of lease termination.

Steps not returned will be billed at \$700.00 per landing. Keys not returned will be charged \$75.00 per door.

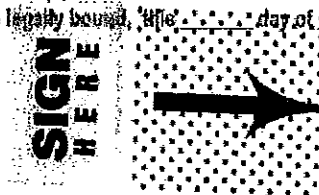
Used equipment is sold "as-is", no warranty expressed or implied.

The attached page contains Terms and Conditions that form an integral part of this Lease. Those terms and conditions include but are not limited to disclaimers of warranties of merchantability and fitness and limitations on damages. The only other documents that form a part of this lease are: US20021216.

Signed by duly authorized agents, with the intent to be legally bound, this _____ day of _____, 20____.

By _____
Modular Space Corporation AUTHORIZED AGENT

Name RHONDA BANGHART



By _____
CUSTOMER OR AUTHORIZED AGENT

Name _____
(please print)



LEASE AGREEMENT NO.: 001413
RENEWAL AGREEMENT NO.: 159711
ACCOUNT NO.: 111564
CUSTOMER NO.: 166950

RETURN EQUIPMENT TO ModSpace:

Seattle
19432 East Valley Highway
Kent
WA 98032
Telephone: 253-395-0301
Fax: 253-395-0235

(Continued)

Accepted and Del. By: _____ Date: _____
Freight Vendor

Remarks: _____

Received and Accepted By: _____ Date: _____
Name: _____
(please print)

ALL RIGHT, TITLE AND INTEREST OF MODULAR SPACE CORPORATION HEREUNDER HAS BEEN PLEDGED TO, AND IS SUBJECT TO THE SECURITY INTERESTS OF, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, PURSUANT TO THAT CERTAIN THIRD AMENDED AND RESTATED CREDIT AGREEMENT, DATED AS OF JUNE 6, 2011, AMONG MODULAR SPACE CORPORATION, THE OTHER BORROWERS PARTY THERETO, THE GUARANTORS PARTY THERETO, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AS AMENDED, RESTATED, AMENDED AND RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME AND PURSUANT TO CERTAIN SECURITY DOCUMENTS DELIVERED THEREUNDER. MODULAR SPACE CORPORATION SHALL HAVE NO RIGHT TO TRANSFER ITS RIGHT, TITLE OR INTEREST HEREUNDER TO ANY PARTY EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE RELEVANT LOAN DOCUMENTS.

ALL RIGHT, TITLE AND INTEREST OF MODULAR SPACE CORPORATION HEREUNDER HAS BEEN PLEDGED TO, AND IS SUBJECT TO THE SECONDARY SECURITY INTERESTS OF KKR SCF LOAN ADMINISTRATION, LLC, AS AGENT, PURSUANT TO THAT CERTAIN FINANCING AGREEMENT, DATED AS OF MARCH 30, 2007, AMONG MODULAR SPACE CORPORATION, FORMERLY KNOWN AS RESUN LEASING, INCORPORATED, THE OTHER BORROWERS PARTY THERETO, THE GUARANTORS PARTY THERETO, KKR SCF LOAN ADMINISTRATION, LLC, AS AGENT, AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AS AMENDED, RESTATED, AMENDED AND RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME AND PURSUANT TO CERTAIN SECURITY DOCUMENTS DELIVERED THEREUNDER. MODULAR SPACE CORPORATION SHALL HAVE NO RIGHT TO TRANSFER ITS RIGHT, TITLE OR INTEREST HEREUNDER TO ANY PARTY EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE RELEVANT LOAN DOCUMENTS.

**TERMS AND CONDITIONS OF LEASE AGREEMENT****1. Lease**

This transaction is a lease as defined by the Uniform Commercial Code as enacted in Pennsylvania and not a sale. Customer does not acquire through this Lease or by payment of rental under this Lease any right, title or interest in or to the Equipment, except the right to possess and use the Equipment so long as Customer is not in default under this Lease.

2. Rental and Other Payments

(a) The start of the lease term is the date on which ModSpace substantially completes its scope of work for installation, unless otherwise agreed to among the parties. Monthly rental will accrue through and including the month in which the later of the Return Date or End of the Term occurs. The "Return Date" is the date on which the Equipment is returned to ModSpace in accordance with the terms of this Lease. The "End of the Term" is the date on which the term of this Lease is to expire, either originally, under a renewal term or under month-to-month renewals as contemplated by this Lease. Rental and such other charges will be prorated on a daily basis where necessary. Unless otherwise specified in this Lease, charges for delivery and installation, initial month's rent and any applicable initial charges for the Optional Insurance Program and Damage Waiver will be due and payable at the start of the lease term, and charges for teardown and return will be due and payable at the earlier of the Return Date or the End of Term.

After payment of the initial month's rent, each month's rent thereafter is due and payable without demand and in advance (i) at the end of each thirty (30) day period following the commencement of the lease term, if a rental month is defined on the first page of this Lease as a thirty-day period or (ii) on the first of each month immediately following the month in which this lease commences, if a rental month is defined on the first page of this Lease as a calendar month. All other sums payable by Customer under this Lease are due and payable when invoiced. Unless agreed otherwise, all payments made under this Lease will be made by Customer's check drawn on its regular bank checking account or such other form of payment as is acceptable to ModSpace. All payments by Customer will be made without setoff or deduction of any kind.

(b) Customer will pay ModSpace for any and all sales and use taxes, other direct taxes and registration fees imposed by any city, county, state, or federal government or other taxing authorities and related directly or indirectly to the Equipment or its use, excluding federal or state taxes relating to income (all of the foregoing that Customer is to pay, "Taxes"). Taxes may be allocated by ModSpace on either an individual or prorated basis for any item of Equipment based on purchase price, value, possession, use, location, rentals, delivery or operation of such Equipment. Taxes may include an allocation (b) Customer will pay ModSpace for any and all sales and use taxes, other direct taxes and registration fees imposed by any city, county, state, or federal government or other taxing authorities and related directly or indirectly to the Equipment or its use, excluding federal or state taxes relating to income (all of the foregoing that Customer is to pay, "Taxes"). Taxes may be allocated by ModSpace on either an individual or prorated basis for any item of Equipment based on purchase price, value, possession, use, location, rentals, delivery or operation of such Equipment. Taxes may include an allocation on a statewide basis of locally imposed taxes. Customer's obligations under this Subsection will survive the termination of this Lease.

(c) For Customer's convenience, ModSpace intends to issue invoices for amounts due under this Lease. If Customer fails to pay any amount due within twenty (20) days of the due date, ModSpace may impose a charge on such amount at one and one-half percent (1-1/2%) per month or the highest rate permitted by law, whichever is lower, from the due date until payment in full is received by ModSpace.

(d) When the Lease term exceeds eleven (11) months, the rental charge may, at ModSpace's option, be adjusted upward, based upon the Consumer Price Index, All Urban Consumers, U.S. City Average, All Items ("CPI") (United States Bureau of Labor Statistics or such other index as may succeed the CPI), as follows: For each change of one percent (1%) in the CPI from the CPI as available immediately prior to the start date of this Lease, the rental rate will be adjusted by a factor of one percent (1%). Any adjustments will take effect at six (6) months following the start date of this Lease and will be further adjusted each six (6) months thereafter. The adjustment will be based on the most recent CPI indices available prior to the invoice in which an adjustment is made.

(e) From time to time, at ModSpace's option, ModSpace may add additional costs and expenses, including but not limited to increases in fuel costs and/or other operating costs and expenses ("Additional Operating Costs") to the rental charges and other payments that Customer must pay to ModSpace under this Lease, said Additional Operating Costs will be calculated by ModSpace, in its sole discretion, as a result of increases in ModSpace's costs and expenses.

3. Delivery and Installation

(a) Customer will provide free and clear access for delivery of the Equipment by standard mobile transport vehicles. Customer will be solely responsible, at its cost, for preparation of the site on which the Equipment is to be used (the "Site"), including any required structural or grade alterations and identification of utility lines. Customer will provide firm and level ground on no more than a six-inch (6") slope from one end to the other for safe and unobstructed installation for the Equipment. Site selection is the sole responsibility of Customer. ModSpace ASSUMES NO LIABILITY NOR OFFERS ANY WARRANTY FOR THE FITNESS OR ADEQUACY OF, OR THE UTILITIES AVAILABLE AT THE SITE.

(b) Customer will have sole responsibility, at Customer's cost, to obtain any and all licenses, titles, building and other permits and any other approvals and certificates as may be required by law or otherwise for the installation and placement of the Equipment and Customer's lawful operation, possession or occupancy of the Equipment. Customer agrees that all certificates of title or registration applicable to the Equipment will reflect ModSpace's ownership of the Equipment.

(c) ModSpace's delivery of the Equipment is subject to delays in manufacturing, modification, delivery or installation due to (c) ModSpace's delivery of the Equipment is subject to delays in manufacturing, modification, delivery or installation due to fire, flood, windstorm, riot, civil disobedience, strike or other labor actions, acts of God, or any circumstances beyond ModSpace's control (including but not limited to breaches by ModSpace's sub-contractors or manufacturers) which delay the manufacture or modification of products or the making of deliveries in the normal course of business.

(d) The prices for delivery, installation, teardown, return delivery and other "one-time" charges, the due dates of such charges and the start date of this Lease assume accuracy of the information given to ModSpace with respect to Site conditions and locations and are subject to adjustment to the extent that the timing of or physical nature of access to the Site is or becomes limited, the Site does not have adequate load bearing or topographic qualities or is otherwise not properly prepared, utilities are not correctly located, provision of utilities is not timely or applicable licenses or permits are not provided in a timely manner or Customer otherwise delays completion of ModSpace's scope of work.

(e) ModSpace may suspend work at the Site if ModSpace deems the Site to be unsafe.

4. Maintenance of Equipment

(a) Customer will not move or in any way modify the Equipment without written consent of ModSpace. Notwithstanding ModSpace's consent to Customer's modification of the Equipment, Customer is liable for the cost of the removal of such modification or restoration of the Equipment upon the termination of this Lease for the modified Equipment. ModSpace may place its name on the Equipment, and Customer will assure that such name is not removed or concealed in whole or in part.

(b) Customer, at Customer's sole cost, will keep the Equipment at all times until the Return Date in good repair and operating condition, subject to ordinary wear and tear, and free of any and all liens and encumbrances. ModSpace will have the right to inspect the Equipment from time to time until the Return Date and if ModSpace believes the Equipment to be misused, abused or neglected, ModSpace may summarily remove and repossess the Equipment at Customer's cost.

(c) Customer will perform, execute and comply with all Laws which in any way affect the use, operation, maintenance, or storage of the Equipment. "Laws" means all laws, rules, regulations or orders of any governmental agency or instrumentality of the United States, Canada, any state, province, municipality or other local government and all orders, writs and decrees of any court, tribunal or administrative agency, in any case which now exist or hereafter arise (including but not limited to laws governing Hazardous Substances and other environmental risks and the Americans with Disabilities Act). Customer will not make or permit any unlawful use or handling of the Equipment.

(d) **HAZARDOUS SUBSTANCES.** (i) "Hazardous Substances" means hazardous, toxic, radioactive or bio-hazardous substances or petroleum products. (ii) Customer will not use or store Hazardous Substances in the Equipment, except such substances and in such quantities as would be normal in the operation of a commercial office. Customer will not locate the Equipment at a remediation or nuclear site or use the Equipment for medical laboratory testing. (iii) Ordinary wear and tear does not include contamination by Hazardous Substances. If any returned Equipment is found to have been contaminated by Hazardous Substances during Customer's possession, ModSpace may charge Customer for the clean up or may require Customer to purchase the Equipment at the then current market price charged for an uncontaminated unit.

(e) Customer agrees that the Equipment leased hereunder will not be occupied by any person other than Customer or its agents, employees or invitees. The Equipment will not be used for residential or dormitory purposes.

5. NO WARRANTY FOR MERCHANTABILITY OR FITNESS

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF ANY KIND, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, ARE HEREBY EXCLUDED BOTH AS TO THE EQUIPMENT AND AS TO ANY INSTALLATION, MAINTENANCE OR REPAIR WORK PERFORMED BY ModSpace ON THE EQUIPMENT.

**TERMS AND CONDITIONS OF LEASE AGREEMENT****6. Limitation of Damages**

Customer does hereby expressly waive any and all claims and demands for loss of profits or other alleged consequential, incidental or punitive damages arising out of or in connection with this Lease. ModSpace is not liable for any loss or damage to any property stored, located or transported in, upon, under or around any Equipment and Customer does hereby waive any and all claims and demands for any such loss or damage.

7. End of Lease

(a) Unless specified otherwise, Customer must give ModSpace sixty (60) days' prior written notice of the date on which the Equipment is to be returned.

(b) If Customer, without any further written agreement, continues to possess or occupy the Equipment after the expiration of the initial and any renewal term of Lease, with or without consent of ModSpace, Customer will then be deemed to have renewed this Lease on a month-to-month basis subject to such rate as ModSpace declares to be in effect (and in the absence of such declaration at the last monthly rate applicable to the Equipment), and ModSpace may terminate such month-to-month extensions at any time.

(c) If, at any time after the initial or any renewal term (or at ModSpace's request at any time this Lease is on a month-to-month basis), ModSpace requests the return of the Equipment, Customer will return the Equipment to ModSpace, within five (5) days, at ModSpace's designated address, at Customer's sole cost. Missing accessories, attachments or other items, repairs of any kind and restoration to original specifications whether due to Customer alterations or otherwise will remain the sole responsibility of Customer, normal wear and tear excepted.

(d) Customer may terminate this Lease prior to the expiration of the Minimum Lease Period, subject to all terms and conditions of this Lease, and the Customer will pay (in addition to tear-down and return charges) the following termination charges:

i) If Customer is the first user of the Equipment: the remaining unpaid rental charges for the Minimum Lease Period;

ii) If Customer is not the first user: (A) if the remaining Minimum Lease Period ("MLP") is less than three (3) rental months, four (4) times the Adjusted Weekly Lease Charge ("AWLC"); (B) if the remaining MLP is between three (3) rental months and six (6) rental months, inclusive, eight (8) times the AWLC; if the remaining MLP is more than six (6) rental months but one (1) year or less, twelve (12) times the AWLC; if the remaining MLP exceeds one (1) year, fourteen (14) times the AWLC for each year, or portion thereof, of the portion of the remaining MLP cancelled.

iii) The "Adjusted Weekly Lease Charge" or "AWLC" means the Weekly Lease Charge less that portion representing amortization of any delivery, set-up, teardown, return or similar one-time charges and customer-requested modifications not provided as a separate charge under the terms of this Lease (the "Amortized One-Time Costs"). In addition, Customer will pay in full the unpaid Amortized One-Time Costs. In no case will the termination charges be in excess of the rental charge for the remainder of MLP.

8. Indemnification

Customer hereby specifically indemnifies, agrees to defend and holds harmless ModSpace, its employees and agents from any and all loss, claims, liabilities, damages, fines, forfeitures, seizures, penalties and expenses (including attorneys' fees and investigative costs) (collectively "Losses") that may arise from or in connection with:

(a) The loss of or damage to the Equipment prior to the Return Date because of (a) The loss of or damage to the Equipment prior to the Return Date because of collision, fire, lightning or theft, flood, windstorm or explosion, civil disturbance or riot or any other peril or casualty;

(b) The death of or injury to, including but not limited to, damage to the property of, any person (other than the Equipment) as a result of, in whole or in part, the use or condition prior to the Return Date of the Equipment;

(c) Any act or omission of Customer in violation of this Lease;

(d) The actual or alleged storage, maintenance, use, handling, repair, or operation of the Equipment, prior to the Return Date, including but not limited to any failure to use anchor straps, any work done on, or any materials supplied to or in connection with the operation, maintenance, possession or storage of the Equipment and any loss or damage to anything stored in any of the Equipment; and

(e) Any damage to Customer's property or the property of any third parties incurred during or in connection with the fulfillment of Customer's obligations by or on behalf of ModSpace or the repossession or return of Equipment by ModSpace in accordance with the terms of this Lease.

The obligations contained in this Section 8 will survive expiration or termination of the term of this Lease and the Return Date. The indemnifications contained in this Section 8 will apply to any Losses whether they are asserted before or after the Return Date.

9. Insurance

(a) Customer, at Customer's sole cost, will procure and keep in full force and effect, from the initial delivery date until the return of all Equipment the following policies of insurance satisfactory to ModSpace as to the insurer and as to the form and amount of coverage, with premiums prepaid:

i) Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence, written on an occurrence form, including coverage for premises, operations, contractual liability, broad form property damage, independent contractors and personal injury liability, naming ModSpace as an additional insured.

ii) Commercial Property Insurance protecting against all loss and damages, at full replacement cost, sustained or suffered due to the loss of or damage to the Equipment as a result of collision, fire, lightning, theft, flood, windstorm, explosion or any other casualty, naming ModSpace and Bank of America, N.A. as a loss payee.

(b) Customer will deliver certificates evidencing all such insurance to ModSpace within fourteen (14) days after delivery of the Equipment to Customer's site, time being of the essence; except that, if Customer elects to enroll in the Optional Insurance Program or the Damage Waiver Option, Customer will not have to deliver certificates of insurance to ModSpace for the type of risks covered by the Optional Insurance Program or Damage Waiver Option as elected by Customer. Each certificate will state that such insurance will not terminate or be materially changed without thirty (30) days' prior written notice to ModSpace.

(c) If Customer fails to deliver the insurance certificate as required by paragraph (b) on the date required, Customer will be in default under this Lease. In addition to all the other remedies for default under this Lease, ModSpace may (i) impose upon Customer a one-time fee for insurance processing of One Hundred Dollars (\$100) and (ii) assess as additional rent an uninsured lessee fee of ten percent (10%) of the monthly rental from the start of the lease term until the required insurance certificate is delivered to ModSpace.

(d) Obtaining insurance as described above, including the Optional Insurance Program, will not affect Customer's obligations and indemnities under this Lease, and the loss, damage to, or destruction of any of the Equipment will neither terminate this Lease nor, except to the extent that ModSpace is actually compensated by insurance paid for by Customer, relieve Customer of any of Customer's liability under this Lease.



TERMS AND CONDITIONS OF LEASE AGREEMENT

10. Optional Insurance and Damage Waiver

(a) In certain circumstances, Customer may choose (i) to enroll in an Optional Insurance Program to cover general liability risks (the "Optional Insurance Program") or (ii) to accept a Damage Waiver Option to cover damage to the Equipment (the "Damage Waiver Option") or (iii) to elect both options. If the Optional Insurance Program or the Damage Waiver Option is available and Customer, in writing prior to delivery of the Equipment to the site, elects to enroll in the Optional Insurance Program or accept the Damage Waiver Option, then, Section 10(b) will apply if Customer elects to enroll in the Optional Insurance Program and, Section 10(c) will apply if Customer accepts the Damage Waiver Option.

(b) The Optional Insurance Program is fully described in an Outline of Coverage ("the Outline of Coverage") which Customer has received and reviewed prior to any election to enroll in the Optional Insurance Program. All questions regarding the Optional Insurance Program will be answered by the qualified licensed insurance agent identified in the Outline of Coverage. If Customer properly elects to enroll in the Optional Insurance Program, so long as such coverage is still in full force and effect, Customer will not be required, under this Lease, to carry additional commercial liability insurance as required by Section 9(a)(i).

(c) If the Damage Waiver Option is properly elected and so long as Customer timely pays the additional fee specified for such Damage Waiver Option, Customer will not be required, under the terms of this Lease, to carry any additional commercial property insurance as required by Section 9(a)(ii) and Customer will not be liable to ModSpace in excess of \$1,000 per unit of Equipment for loss or damage specified in Section 8(a), except Customer will not be relieved of liability if Customer violates any other provision of this Lease. **THE DAMAGE WAIVER IS NOT INSURANCE COVERAGE.**

(d) Customer's coverage under the Optional Insurance Program or acceptance of the Damage Waiver Option may be cancelled by either party and rates for coverage under the Optional Insurance Program or fees for the Damage Waiver Option may be changed upon thirty (30) days' prior written notice. If the Optional Insurance Program or Damage Waiver Option is, for any reason, cancelled, Customer will provide to ModSpace evidence of policies of insurance as set forth in Sections 9(a)(i) or 9(a)(ii), as appropriate, within ten (10) days prior to the effective date of such cancellation.

(e) The coverage provided under the Optional Insurance Program and the limitation of liability under the Damage Waiver Option does not extend to the transportation of Equipment or its contents and, only extends to Equipment installed on ground level.

(f) The Damage Waiver Option will not be binding upon ModSpace unless any loss, damage, injury or claim is reported to ModSpace in writing within seventy-two (72) hours of the occurrence of any such event. Customer will also provide any information in regard to such event that ModSpace reasonably requests.

11. Default

The occurrence of one or more of the following in clauses (a) - (e) below will constitute an Event of Default under this Lease:

(a) Customer fails to pay when due any rental payment or any other payment due under this Lease or fails to perform its obligations under Section 9 of this Lease;

(b) Customer fails to perform or observe any other term or condition under this Lease and such failure remains unremedied for more than ten (10) days after such failure to perform or observe;

(c) Customer or any person or entity which controls more than fifty percent (50%) of Customer's equity (a "Control Person") or any guarantor of any of Customer's obligations hereunder (a "Guarantor") (i) becomes insolvent, (ii) becomes subject to any voluntary or involuntary bankruptcy or reorganization proceedings, (iii) commits an act of bankruptcy, (iv) makes an assignment for the benefit of creditors, (v) appoints or submits to the appointment of a receiver for all or any of its assets, (vi) admits in writing its inability to pay its debts as they become due or (vii) enters into any type of voluntary or involuntary liquidation or dissolution;

(d) Customer, any Control Person or any Guarantor defaults under any other agreement with ModSpace or any affiliate of ModSpace; and

(e) Any letter of credit, guaranty or other security given to secure the performance of Customer's obligations under this Lease expires, terminates or in the reasonable opinion of ModSpace becomes worthless. Upon the occurrence of an Event of Default, ModSpace will have the option to declare the entire balance of rent for the remainder of the stated lease term immediately due and payable and to accelerate and make immediately due and payable any other amounts owing under this Lease. ModSpace will also have the option to retake and retain any or all of the Equipment free of all rights of Customer without any further liability or obligation to redeliver any of the Equipment to Customer, and Customer hereby grants ModSpace the right to enter upon any premises where all or any of the Equipment is located in order to take possession of and remove such Equipment. (Notwithstanding the foregoing, if an Event of Default occurs under clause (c) above, such accelerations will occur automatically without the need for declaration.)

Customer will pay to ModSpace on demand all fees, costs and expenses incurred by ModSpace in enforcing its rights under this Lease, including without limitation reasonable attorneys' fees. The remedies provided in favor of ModSpace will be cumulative and in addition to all other remedies provided in this Lease or existing at law or in equity. No action taken by ModSpace pursuant to this Section 11 or Section 13 will release Customer from Customer's covenants, obligations and indemnities provided under this Lease, including but not limited to Customer's obligation for the payment of rentals provided in this Lease. If ModSpace retakes possession of the Equipment or any part of the Equipment and there is at the time of such retaking, in, upon or attached to such repossessed Equipment, any other property, goods or things of value owned by Customer or in the custody or control of Customer, ModSpace is authorized to take possession of such other property, goods or things and hold the same for Customer, at Customer's sole cost, either in ModSpace's possession or in public storage, at ModSpace's sole discretion.

12. ModSpace' Right To Cure

If Customer defaults in any of its obligations under this Lease, whether or not an Event of Default then exists, ModSpace may pay all amounts or perform or cause to be performed all obligations required to be paid or performed by Customer under this Lease and recover from Customer as additional rent all amounts so paid or the reasonable value of all services so performed.

13. Set-Off

Without limiting any other provision of this Lease, upon the occurrence of an Event of Default, ModSpace will have the immediate right, without notice, demand or other action, to set-off against Customer any amounts ModSpace may hold as prepayments or deposits for ModSpace liabilities to Customer whether or not then due to Customer. Unless otherwise prohibited by law, ModSpace will be deemed to have exercised such right to set-off and to have made a charge against any such sums immediately upon the occurrence of any Event of Default by Customer.

14. Assignment, Amendment, Modification, Miscellaneous

(a) Customer will not have the right to assign this Lease or to sublet, rent or otherwise hire out or transfer possession of any of the Equipment to any person or entity other than ModSpace, without the prior written consent of ModSpace. ModSpace may assign this Lease and the rentals reserved under this Lease. If ModSpace makes such an assignment, the assignee will acquire all rights and remedies possessed by or available to ModSpace under this Lease.

(b) This Lease contains the entire agreement between the parties pertaining to the subject matter of this Lease. No agreements, representation or understandings not specifically contained in this Lease will be binding upon any of the parties hereto unless reduced to writing and signed by the parties to be bound thereby. Any amendment, modification or addendum to this Lease will not be binding on ModSpace unless signed by an authorized officer of ModSpace. This Lease will be governed as to its construction, interpretation and effect by the laws of the Commonwealth of Pennsylvania without regard to principles of choice of laws.



LEASE AGREEMENT NO.: 001414
RENEWAL AGREEMENT NO.: 159708
ACCOUNT NO.: 111564
CUSTOMER NO.: 166950

RETURN EQUIPMENT TO ModSpace:

Seattle
19432 East Valley Highway
Kent
WA 98032
Telephone: 253-395-0301
Fax: 253-395-0235

Modular Space Corporation, a Delaware corporation ("ModSpace") hereby leases the equipment specified below (the "Equipment") to:

CITY OF BLACK DIAMOND
PO Box 599
BLACK DIAMOND
WA 98010-0599
Customer Contact: Kevin Esping
Telephone: 253-261-0594
Fax: 360-886-2592
P.O. #: Not Required

The Equipment will be located at (subject to Section 4 on attached page):

TBD
BLACK DIAMOND
WA 98010

Customer hereby leases Equipment from ModSpace for a minimum period of 24 months (the "Minimum Lease Period") from the start of the lease term in accordance with the terms and conditions of this Lease Agreement including the terms and conditions set forth on the attached page (this "Lease"). Rental month is defined as a thirty-day period.

Customer agrees to pay ModSpace without demand and in advance the monthly rental and other charges on the due dates set forth in this Lease. This lease is hereby renewed as of the 1st day of July, 2012.

Unit	Class	Width	Length	Serial No.	Monthly	Weekly	Daily	Insurance Value
653591	DBL	12'	60'	HER026151ORA	\$650.00	\$149.59	\$21.37	\$48,519
653592	DBL	12'	60'	HER026151ORB	\$650.00	\$149.59	\$21.37	\$48,519

ONE TIME CHARGES		
RETURN DELIVERY		
BUILDING RETURN* (Qty: 2)		***
RETURN FUEL SURCHARGE* (Qty: 2)		***
OPTIONAL EQUIPMENT* (Qty: 2)		***
DISMANTLING		
REMOVE ANCHORS/TIEDOWNS* (Qty: 1)		***
UNSKIRT* (Qty: 1)		***
REMOVE RAMPS* (Qty: 1)		***
TEAR DOWN COMPLEX* (Qty: 1)		***
REMOVE PARTITION (LABOR)* (Qty: 1)		***
Total	\$0.00	
Sales Tax(One Time)	\$0.00	
Grand Total(One Time)	\$0.00	

MONTHLY CHARGES	
COMPLEX	\$1,300.00
RENTAL	
STEPS (Qty: 1 at \$35.00)	\$35.00
RAMPS (Qty: 1 at \$390.00)	\$390.00
Total	\$1,725.00
Monthly Property Expense	\$78.00
Sales Tax(Monthly Lease Items)	\$155.06
Grand Total(Monthly)	\$1,958.06

DAILY: \$42.74
WEEKLY: \$299.18

*** Billed at Termination

*** Billed at current rate at Termination

#Tax rates will vary with delivery address. Taxes are subject to change by tax authorities without notice.

No agent, employee or representative of ModSpace has any authority to make any representation or warranty concerning the Equipment that is not specifically included in this Lease. Unless specifically identified in this Lease, this Lease supersedes all prior negotiations, proposals and documents. This Lease will not be subject to any additional provision that may be contained in the Customer's purchase order, although Customer's purchase order number may be used by the parties as a convenient reference for invoicing purposes.

(012) Tax rates may vary dependent upon confirmation of final delivery address. Any adjustment to the Tax rate imposed by city, county, state, or federal government or other taxing authority subsequent to the date of ModSpace's quotation, proposal, or commencement date of the Lease will be reflected on Customer's invoice. Customer is responsible for the payment of any increase in Taxes and such obligation supersedes any conflicting language contained in any Customer document.

(013) Any Value Added Products or services (including but not limited to holding tanks, ramps, security services) are products provided by a third party vendor. ModSpace will not be held responsible for the maintenance or servicing of such products. Customer will be responsible for any and all of the third party vendor's terms and conditions that typically govern the leasing and servicing of the equipment. The Customer understands that for their convenience ModSpace will coordinate the product or service and act as a billing agent for the third party vendor.

ALL RIGHT, TITLE AND INTEREST OF MODULAR SPACE CORPORATION HEREUNDER HAS BEEN PLEDGED TO, AND IS SUBJECT TO THE SECURITY



LEASE AGREEMENT NO.: 001414
RENEWAL AGREEMENT NO.: 159708
ACCOUNT NO.: 111564
CUSTOMER NO.: 166950

RETURN EQUIPMENT TO ModSpace:

Seattle
19432 East Valley Highway
Kent
WA 98032
Telephone: 253-395-0301
Fax: 253-395-0235

(Continued)

INTERESTS OF, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, PURSUANT TO THAT CERTAIN THIRD AMENDED AND RESTATED CREDIT AGREEMENT, DATED AS OF JUNE 8, 2011, AMONG MODULAR SPACE CORPORATION, THE OTHER BORROWERS PARTY THERETO, THE GUARANTORS PARTY THERETO, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AS AMENDED, RESTATED, AMENDED AND RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME AND PURSUANT TO CERTAIN SECURITY DOCUMENTS DELIVERED THEREUNDER, MODULAR SPACE CORPORATION SHALL HAVE NO RIGHT TO TRANSFER ITS RIGHT, TITLE OR INTEREST HEREUNDER TO ANY PARTY EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE RELEVANT LOAN DOCUMENTS.

Comprehensive and Liability Insurance coverage certificate must be received prior to delivery or Lessee will need to accept ModSpace Optional Insurance and/or Damage Waiver on ModSpace leases agreement prior to delivery.

Return delivery and dismantle will be billed at current rate at time of return unless otherwise quoted.

Pilot cars will be billed as required for 12' or 14' wide trailer @ 210.00 per unit on each delivery or return. Charges over a 25 mile radius will be charged on a per mile basis at \$1.75 per mile

Tiedowns/anchors not included and will be priced upon request.

Alterations will require an alteration permit through Washington State Department of Labor and Industries.

Set up is based on 1000psf soil bearing capacity.

Excessive cleaning and/or damage will be charged additionally at prevailing rates.

The Lessee is responsible for providing a level site that is accessible to standard mobile transport equipment.

Wait time or additional site time will be charged at \$75.00/hr. Additional charges may apply for labor time.

Property tax and sales tax will be charged additionally.

Customer is responsible for all taxes, permits, fees, licenses, utility connections, foundation engineering, and the preparation of a level, compact and accessible site.

Charges for return freight, dismantle, cleaning, damage repair, and non-returned keys will be charged at the then current rate at the time of lease termination.

Steps not returned will be billed at \$700.00 per landing. Keys not returned will be charged \$75.00 per door.

Used equipment is sold "as-is", no warranty expressed or implied.

The attached page contains Terms and Conditions that form an integral part of this Lease. Those terms and conditions include but are not limited to disclaimers of warranties of merchantability and fitness and limitations on damages. The only other documents that form a part of this lease are: US20021216.

Signed by duly authorized agents, with the intent to be legally bound, this _____ day of _____, 20____.

By _____
Modular Space Corporation AUTHORIZED AGENT

By _____
CUSTOMER OR AUTHORIZED AGENT

Name RHONDA BANGHART

Name _____
(please print)

Accepted and Del. By: _____
Freight Vendor

Date: _____

Remarks: _____

Received and Accepted By: _____
Name: _____
(please print)

Date: _____



LEASE AGREEMENT NO.:	001414
RENEWAL AGREEMENT NO.:	159708
ACCOUNT NO.:	111564
CUSTOMER NO.:	166950

RETURN EQUIPMENT TO ModSpace:

Seattle
19432 East Valley Highway
Kent
WA 98032
Telephone: 253-395-0301
Fax: 253-395-0235

(Continued)

ALL RIGHT, TITLE AND INTEREST OF MODULAR SPACE CORPORATION HEREUNDER HAS BEEN PLEDGED TO, AND IS SUBJECT TO THE SECURITY INTERESTS OF, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, PURSUANT TO THAT CERTAIN THIRD AMENDED AND RESTATED CREDIT AGREEMENT, DATED AS OF JUNE 6, 2011, AMONG MODULAR SPACE CORPORATION, THE OTHER BORROWERS PARTY THERETO, THE GUARANTORS PARTY THERETO, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AS AMENDED, RESTATED, AMENDED AND RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME AND PURSUANT TO CERTAIN SECURITY DOCUMENTS DELIVERED THEREUNDER. MODULAR SPACE CORPORATION SHALL HAVE NO RIGHT TO TRANSFER ITS RIGHT, TITLE OR INTEREST HEREUNDER TO ANY PARTY EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE RELEVANT LOAN DOCUMENTS.

ALL RIGHT, TITLE AND INTEREST OF MODULAR SPACE CORPORATION HEREUNDER HAS BEEN PLEDGED TO, AND IS SUBJECT TO THE SECONDARY SECURITY INTERESTS OF KKR SCF LOAN ADMINISTRATION, LLC, AS AGENT, PURSUANT TO THAT CERTAIN FINANCING AGREEMENT, DATED AS OF MARCH 30, 2007, AMONG MODULAR SPACE CORPORATION, FORMERLY KNOWN AS RESUN LEASING, INCORPORATED, THE OTHER BORROWERS PARTY THERETO, THE GUARANTORS PARTY THERETO, KKR SCF LOAN ADMINISTRATION, LLC, AS AGENT, AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AS AMENDED, RESTATED, AMENDED AND RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME AND PURSUANT TO CERTAIN SECURITY DOCUMENTS DELIVERED THEREUNDER. MODULAR SPACE CORPORATION SHALL HAVE NO RIGHT TO TRANSFER ITS RIGHT, TITLE OR INTEREST HEREUNDER TO ANY PARTY EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE RELEVANT LOAN DOCUMENTS.



Form:

US20021216

TERMS AND CONDITIONS OF LEASE AGREEMENT

1. **Lease**

This transaction is a lease as defined by the Uniform Commercial Code as enacted in Pennsylvania and not a sale. Customer does not acquire through this Lease or by payment of rental under this Lease any right, title or interest in or to the Equipment, except the right to possess and use the Equipment so long as Customer is not in default under this Lease.
2. **Rental and Other Payments**

(a) The start of the lease term is the date on which ModSpace substantially completes its scope of work for installation, unless otherwise agreed to among the parties. Monthly rental will accrue through and including the month in which the later of the Return Date or End of the Term occurs. The "Return Date" is the date on which the Equipment is returned to ModSpace in accordance with the terms of this Lease. The "End of the Term" is the date on which the term of this Lease is to expire, either originally, under a renewal term or under month-to-month renewals as contemplated by this Lease. Rental and such other charges will be prorated on a daily basis where necessary. Unless otherwise specified in this Lease, charges for delivery and installation, initial month's rent and any applicable initial charges for the Optional Insurance Program and Damage Waiver will be due and payable at the start of the lease term, and charges for teardown and return will be due and payable at the earlier of the Return Date or the End of Term. After payment of the initial month's rent, each month's rent thereafter is due and payable without demand and in advance (i) at the end of each thirty (30) day period following the commencement of the lease term, if a rental month is defined on the first page of this Lease as a thirty-day period or (ii) on the first of each month immediately following the month in which this lease commences, if a rental month is defined on the first page of this Lease as a calendar month. All other sums payable by Customer under this Lease are due and payable when invoiced. Unless agreed otherwise, all payments made under this Lease will be made by Customer's check drawn on its regular bank checking account or such other form of payment as is acceptable to ModSpace. All payments by Customer will be made without setoff or deduction of any kind.

(b) Customer will pay ModSpace for any and all sales and use taxes, other direct taxes and registration fees imposed by any city, county, state, or federal government or other taxing authorities and related directly or indirectly to the Equipment or its use, excluding federal or state taxes relating to income (all of the foregoing that Customer is to pay, "Taxes"). Taxes may be allocated by ModSpace on either an individual or prorated basis for any item of Equipment based on purchase price, value, possession, use, location, rentals, delivery or operation of such Equipment. Taxes may include an allocation (b) Customer will pay ModSpace for any and all sales and use taxes, other direct taxes and registration fees imposed by any city, county, state, or federal government or other taxing authorities and related directly or indirectly to the Equipment or its use, excluding federal or state taxes relating to income (all of the foregoing that Customer is to pay, "Taxes"). Taxes may be allocated by ModSpace on either an individual or prorated basis for any item of Equipment based on purchase price, value, possession, use, location, rentals, delivery or operation of such Equipment. Taxes may include an allocation on a statewide basis of locally imposed taxes. Customer's obligations under this Subsection will survive the termination of this Lease.

(c) For Customer's convenience, ModSpace intends to issue invoices for amounts due under this Lease. If Customer fails to pay any amount due within twenty (20) days of the due date, ModSpace may impose a charge on such amount at one and one-half percent (1-1/2%) per month or the highest rate permitted by law, whichever is lower, from the due date until payment in full is received by ModSpace.

(d) When the Lease term exceeds eleven (11) months, the rental charge may, at ModSpace's option, be adjusted upward, based upon the Consumer Price Index, All Urban Consumers, U.S. City Average, All Items ("CPI") (United States Bureau of Labor Statistics or such other index as may succeed the CPI), as follows: For each change of one percent (1%) in the CPI from the CPI as available immediately prior to the start date of this Lease, the rental rate will be adjusted by a factor of one percent (1%). Any adjustments will take effect at six (6) months following the start date of this Lease and will be further adjusted each six (6) months thereafter. The adjustment will be based on the most recent CPI indices available prior to the invoice in which an adjustment is made.

(e) From time to time, at ModSpace's option, ModSpace may add additional costs and expenses, including but not limited to increases in fuel costs and/or other operating costs and expenses ("Additional Operating Costs") to the rental charges and other payments that Customer must pay to ModSpace under this Lease, said Additional Operating Costs will be calculated by ModSpace, in its sole discretion, as a result of increases in ModSpace's costs and expenses.
3. **Delivery and Installation**

(a) Customer will provide free and clear access for delivery of the Equipment by standard mobile transport vehicles. Customer will be solely responsible, at its cost, for preparation of the site on which the Equipment is to be used (the "Site"), including any required structural or grade alterations and identification of utility lines. Customer will provide firm and level ground on no more than a six-inch (6") slope from one end to the other for safe and unobstructed installation for the Equipment. Site selection is the sole responsibility of Customer. ModSpace ASSUMES NO LIABILITY NOR OFFERS ANY WARRANTY FOR THE FITNESS OR ADEQUACY OF, OR THE UTILITIES AVAILABLE AT THE SITE.

(b) Customer will have sole responsibility, at Customer's cost, to obtain any and all licenses, titles, building and other permits and any other approvals and certificates as may be required by law or otherwise for the installation and placement of the Equipment and Customer's lawful operation, possession or occupancy of the Equipment. Customer agrees that all certificates of title or registration applicable to the Equipment will reflect ModSpace's ownership of the Equipment.

(c) ModSpace's delivery of the Equipment is subject to delays in manufacturing, modification, delivery or installation due (c) ModSpace's delivery of the Equipment is subject to delays in manufacturing, modification, delivery or installation due to fire, flood, windstorm, riot, civil disobedience, strike or other labor actions, acts of God, or any circumstances beyond ModSpace's control (including but not limited to breaches by ModSpace's sub-contractors or manufacturers) which delay the manufacture or modification of products or the making of deliveries in the normal course of business.

(d) The prices for delivery, installation, teardown, return delivery and other "one-time" charges, the due dates of such charges and the start date of this Lease assume accuracy of the information given to ModSpace with respect to Site conditions and locations and are subject to adjustment to the extent that the timing of or physical nature of access to the Site is or becomes limited, the Site does not have adequate load bearing or topographic qualities or is otherwise not properly prepared, utilities are not correctly located, provision of utilities is not timely or applicable licenses or permits are not provided in a timely manner or Customer otherwise delays completion of ModSpace's scope of work.

(e) ModSpace may suspend work at the Site if ModSpace deems the Site to be unsafe.
4. **Maintenance of Equipment**

(a) Customer will not move or in any way modify the Equipment without written consent of ModSpace. Notwithstanding ModSpace's consent to Customer's modification of the Equipment, Customer is liable for the cost of the removal of such modification or restoration of the Equipment upon the termination of this Lease for the modified Equipment. ModSpace may place its name on the Equipment, and Customer will assure that such name is not removed or concealed in whole or in part.

(b) Customer, at Customer's sole cost, will keep the Equipment at all times until the Return Date in good repair and operating condition, subject to ordinary wear and tear, and free of any and all liens and encumbrances. ModSpace will have the right to inspect the Equipment from time to time until the Return Date and if ModSpace believes the Equipment to be misused, abused or neglected, ModSpace may summarily remove and repossess the Equipment at Customer's cost.

(c) Customer will perform, execute and comply with all Laws which in any way affect the use, operation, maintenance, or storage of the Equipment. "Laws" means all laws, rules, regulations or orders of any governmental agency or instrumentality of the United States, Canada, any state, province, municipality or other local government and all orders, writs and decrees of any court, tribunal or administrative agency, in any case which now exist or hereafter arise (including but not limited to laws governing Hazardous Substances and other environmental risks and the Americans with Disabilities Act). Customer will not make or permit any unlawful use or handling of the Equipment.

(d) **HAZARDOUS SUBSTANCES.** (i) "Hazardous Substances" means hazardous, toxic, radioactive or bio-hazardous substances or petroleum products. (ii) Customer will not use or store Hazardous Substances in the Equipment, except such substances and in such quantities as would be normal in the operation of a commercial office. Customer will not locate the Equipment at a remediation or nuclear site or use the Equipment for medical laboratory testing. (iii) Ordinary wear and tear does not include contamination by Hazardous Substances. If any returned Equipment is found to have been contaminated by Hazardous Substances during Customer's possession, ModSpace may charge Customer for the clean up or may require Customer to purchase the Equipment at the then current market price charged for an uncontaminated unit.

(e) Customer agrees that the Equipment leased hereunder will not be occupied by any person other than Customer or its agents, employees or invitees. The Equipment will not be used for residential or dormitory purposes.
5. **NO WARRANTY FOR MERCHANTABILITY OR FITNESS**

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF ANY KIND, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, ARE HEREBY EXCLUDED BOTH AS TO THE EQUIPMENT AND AS TO ANY INSTALLATION, MAINTENANCE OR REPAIR WORK PERFORMED BY ModSpace ON THE EQUIPMENT.



Form:

US20021216

TERMS AND CONDITIONS OF LEASE AGREEMENT**6. Limitation of Damages**

Customer does hereby expressly waive any and all claims and demands for loss of profits or other alleged consequential, incidental or punitive damages arising out of or in connection with this Lease. ModSpace is not liable for any loss or damage to any property stored, located or transported in, upon, under or around any Equipment and Customer does hereby waive any and all claims and demands for any such loss or damage.

7. End of Lease

(a) Unless specified otherwise, Customer must give ModSpace sixty (60) days' prior written notice of the date on which the Equipment is to be returned.

(b) If Customer, without any further written agreement, continues to possess or occupy the Equipment after the expiration of the initial and any renewal term of Lease, with or without consent of ModSpace, Customer will then be deemed to have renewed this Lease on a month-to-month basis subject to such rate as ModSpace declares to be in effect (and in the absence of such declaration at the last monthly rate applicable to the Equipment), and ModSpace may terminate such month-to-month extensions at any time.

(c) If, at any time after the initial or any renewal term (or at ModSpace's request at any time this Lease is on a month-to-month basis), ModSpace requests the return of the Equipment, Customer will return the Equipment to ModSpace, within five (5) days, at ModSpace's designated address, at Customer's sole cost. Missing accessories, attachments or other items, repairs of any kind and restoration to original specifications whether due to Customer alterations or otherwise will remain the sole responsibility of Customer, normal wear and tear excepted.

(d) Customer may terminate this Lease prior to the expiration of the Minimum Lease Period, subject to all terms and conditions of this Lease, and the Customer will pay (in addition to tear-down and return charges) the following termination charges:

i) If Customer is the first user of the Equipment: the remaining unpaid rental charges for the Minimum Lease Period;

ii) If Customer is not the first user: (A) if the remaining Minimum Lease Period ("MLP") is less than three (3) rental months, four (4) times the Adjusted Weekly Lease Charge ("AWLC"); (B) if the remaining MLP is between three (3) rental months and six (6) rental months, inclusive, eight (8) times the AWLC; if the remaining MLP is more than six (6) rental months but one (1) year or less, twelve (12) times the AWLC; if the remaining MLP exceeds one (1) year, fourteen (14) times the AWLC for each year, or portion thereof, of the portion of the remaining MLP cancelled.

iii) The "Adjusted Weekly Lease Charge" or "AWLC" means the Weekly Lease Charge less that portion representing amortization of any delivery, set-up, teardown, return or similar one-time charges and customer-requested modifications not provided as a separate charge under the terms of this Lease (the "Amortized One-Time Costs"). In addition, Customer will pay in full the unpaid Amortized One-Time Costs. In no case will the termination charges be in excess of the rental charge for the remainder of MLP.

8. Indemnification

Customer hereby specifically indemnifies, agrees to defend and holds harmless ModSpace, its employees and agents from any and all loss, claims, liabilities, damages, fines, forfeitures, seizures, penalties and expenses (including attorneys' fees and investigative costs) (collectively "Losses") that may arise from or in connection with:

(a) The loss of or damage to the Equipment prior to the Return Date because of: (i) The loss of or damage to the Equipment prior to the Return Date because of collision, fire, lightning or theft, flood, windstorm or explosion, civil disturbance or riot or any other peril or casualty;

(b) The death of or injury to, including but not limited to, damage to the property of, any person (other than the Equipment) as a result of, in whole or in part, the use or condition prior to the Return Date of the Equipment;

(c) Any act or omission of Customer in violation of this Lease;

(d) The actual or alleged storage, maintenance, use, handling, repair, or operation of the Equipment, prior to the Return Date, including but not limited to any failure to use anchor straps, any work done on, or any materials supplied to or in connection with the operation, maintenance, possession or storage of the Equipment and any loss or damage to anything stored in any of the Equipment; and

(e) Any damage to Customer's property or the property of any third parties incurred during or in connection with the fulfillment of Customer's obligations by or on behalf of ModSpace or the repossession or return of Equipment by ModSpace in accordance with the terms of this Lease.

The obligations contained in this Section 8 will survive expiration or termination of the term of this Lease and the Return Date. The indemnifications contained in this Section 8 will apply to all Losses whether they are asserted before or after the Return Date.

9. Insurance

(a) Customer, at Customer's sole cost, will procure and keep in full force and effect, from the initial delivery date until the return of all Equipment the following policies of insurance satisfactory to ModSpace as to the insurer and as to the form and amount of coverage, with premiums prepaid:

i) Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence, written on an occurrence form, including coverage for premises, operations, contractual liability, broad form property damage, independent contractors and personal injury liability, naming ModSpace as an additional insured.

ii) Commercial Property Insurance protecting against all loss and damages, at full replacement cost, sustained or suffered due to the loss of or damage to the Equipment as a result of collision, fire, lightning, theft, flood, windstorm, explosion or any other casualty, naming ModSpace and Bank of America, N.A. as a loss payee.

(b) Customer will deliver certificates evidencing all such insurance to ModSpace within fourteen (14) days after delivery of the Equipment to Customer's site, time being of the essence; except that, if Customer elects to enroll in the Optional Insurance Program or the Damage Waiver Option, Customer will not have to deliver certificates of insurance to ModSpace for the type of risks covered by the Optional Insurance Program or Damage Waiver Option as elected by Customer. Each certificate will state that such insurance will not terminate or be materially changed without thirty (30) days' prior written notice to ModSpace.

(c) If Customer fails to deliver the insurance certificate as required by paragraph (b) on the date required, Customer will be in default under this Lease. In addition to all the other remedies for default under this Lease, ModSpace may (i) impose upon Customer a one-time fee for insurance processing of One Hundred Dollars (\$100) and (ii) assess as additional rent an uninsured lessee fee of ten percent (10%) of the monthly rental from the start of the lease term until the required insurance certificate is delivered to ModSpace.

(d) Obtaining insurance as described above, including the Optional Insurance Program, will not affect Customer's obligations and indemnities under this Lease, and the loss, damage to, or destruction of any of the Equipment will neither terminate this Lease nor, except to the extent that ModSpace is actually compensated by insurance paid for by Customer, relieve Customer of any of Customer's liability under this Lease.



Form:

US20021216

TERMS AND CONDITIONS OF LEASE AGREEMENT**10. Optional Insurance and Damage Waiver**

- (a) In certain circumstances, Customer may choose (i) to enroll in an Optional Insurance Program to cover general liability risks (the "Optional Insurance Program") or (ii) to accept a Damage Waiver Option to cover damage to the Equipment (the "Damage Waiver Option") or (iii) to elect both options. If the Optional Insurance Program or the Damage Waiver Option is available and Customer, in writing prior to delivery of the Equipment to the site, elects to enroll in the Optional Insurance Program or accept the Damage Waiver Option, then, Section 10(b) will apply if Customer elects to enroll in the Optional Insurance Program and, Section 10(c) will apply if Customer accepts the Damage Waiver Option.
- (b) The Optional Insurance Program is fully described in an Outline of Coverage ("the Outline of Coverage") which Customer has received and reviewed prior to any election to enroll in the Optional Insurance Program. All questions regarding the Optional Insurance Program will be answered by the qualified licensed insurance agent identified in the Outline of Coverage. If Customer properly elects to enroll in the Optional Insurance Program, so long as such coverage is still in full force and effect, Customer will not be required, under this Lease, to carry additional commercial liability insurance as required by Section 9(a)(i).
- (c) If the Damage Waiver Option is properly elected and so long as Customer timely pays the additional fee specified for such Damage Waiver Option, Customer will not be required, under the terms of this Lease, to carry any additional commercial property insurance as required by Section 9(a)(ii) and Customer will not be liable to ModSpace in excess of \$1,000 per unit of Equipment for loss or damage specified in Section 8(a), except Customer will not be relieved of liability if Customer violates any other provision of this Lease. **THE DAMAGE WAIVER IS NOT INSURANCE COVERAGE.**
- (d) Customer's coverage under the Optional Insurance Program or acceptance of the Damage Waiver Option may be cancelled by either party and rates for coverage under the Optional Insurance Program or fees for the Damage Waiver Option may be changed upon thirty (30) days' prior written notice. If the Optional Insurance Program or Damage Waiver Option is, for any reason, cancelled, Customer will provide to ModSpace evidence of policies of insurance as set forth in Sections 9(a)(i) or 9(a)(ii), as appropriate, within ten (10) days prior to the effective date of such cancellation.
- (e) The coverage provided under the Optional Insurance Program and the limitation of liability under the Damage Waiver Option does not extend to the transportation of Equipment or its contents and, only extends to Equipment installed on ground level.
- (f) The Damage Waiver Option will not be binding upon ModSpace unless any loss, damage, injury or claim is reported to ModSpace in writing within seventy-two (72) hours of the occurrence of any such event. Customer will also provide any information in regard to such event that ModSpace reasonably requests.

11. Default

The occurrence of one or more of the following in clauses (a) - (e) below will constitute an Event of Default under this Lease:

- (a) Customer fails to pay when due any rental payment or any other payment due under this Lease or fails to perform its obligations under Section 9 of this Lease;
- (b) Customer fails to perform or observe any other term or condition under this Lease and such failure remains unremedied for more than ten (10) days after such failure to perform or observe;
- (c) Customer or any person or entity which controls more than fifty percent (50%) of Customer's equity (a "Control Person") or any guarantor of any of Customer's obligations hereunder (a "Guarantor") (i) becomes insolvent, (ii) becomes subject to any voluntary or involuntary bankruptcy or reorganization proceedings, (iii) commits an act of bankruptcy, (iv) makes an assignment for the benefit of creditors, (v) appoints or submits to the appointment of a receiver for all or any of its assets, (vi) admits in writing its inability to pay its debts as they become due or (vii) enters into any type of voluntary or involuntary liquidation or dissolution;
- (d) Customer, any Control Person or any Guarantor defaults under any other agreement with ModSpace or any affiliate of ModSpace; and
- (e) Any letter of credit, guaranty or other security given to secure the performance of Customer's obligations under this Lease expires, terminates or in the reasonable opinion of ModSpace becomes worthless. Upon the occurrence of an Event of Default, ModSpace will have the option to declare the entire balance of rent for the remainder of the stated lease term immediately due and payable and to accelerate and make immediately due and payable any other amounts owing under this Lease. ModSpace will also have the option to retake and retain any or all of the Equipment free of all rights of Customer without any further liability or obligation to redeliver any of the Equipment to Customer, and Customer hereby grants ModSpace the right to enter upon any premises where all or any of the Equipment is located in order to take possession of and remove such Equipment. (Notwithstanding the foregoing, if an Event of Default occurs under clause (c) above, such accelerations will occur automatically without the need for declaration.) Customer will pay to ModSpace on demand all fees, costs and expenses incurred by ModSpace in enforcing its rights under this Lease, including without limitation reasonable attorneys' fees. The remedies provided in favor of ModSpace will be cumulative and in addition to all other remedies provided in this Lease or existing at law or in equity. No action taken by ModSpace pursuant to this Section 11 or Section 13 will release Customer from Customer's covenants, obligations and indemnities provided under this Lease, including but not limited to Customer's obligation for the payment of rentals provided in this Lease. If ModSpace retakes possession of the Equipment or any part of the Equipment and there is at the time of such retaking, in, upon or attached to such repossessed Equipment, any other property, goods or things of value owned by Customer or in the custody or control of Customer, ModSpace is authorized to take possession of such other property, goods or things and hold the same for Customer, at Customer's sole cost, either in ModSpace's possession or in public storage, at ModSpace's sole discretion.

12. ModSpace' Right To Cure

If Customer defaults in any of its obligations under this Lease, whether or not an Event of Default then exists, ModSpace may pay all amounts or perform or cause to be performed all obligations required to be paid or performed by Customer under this Lease and recover from Customer as additional rent all amounts so paid or the reasonable value of all services so performed.

13. Set-Off

Without limiting any other provision of this Lease, upon the occurrence of an Event of Default, ModSpace will have the immediate right, without notice, demand or other action, to set-off against Customer any amounts ModSpace may hold as prepayments or deposits for ModSpace liabilities to Customer whether or not then due to Customer. Unless otherwise prohibited by law, ModSpace will be deemed to have exercised such right to set-off and to have made a charge against any such sums immediately upon the occurrence of any Event of Default by Customer.

14. Assignment, Amendment, Modification, Miscellaneous

- (a) Customer will not have the right to assign this Lease or to sublet, rent or otherwise hire out or transfer possession of any of the Equipment to any person or entity other than ModSpace, without the prior written consent of ModSpace. ModSpace may assign this Lease and the rentals reserved under this Lease. If ModSpace makes such an assignment, the assignee will acquire all rights and remedies possessed by or available to ModSpace under this Lease.
- (b) This Lease contains the entire agreement between the parties pertaining to the subject matter of this Lease. No agreements, representation or understandings not specifically contained in this Lease will be binding upon any of the parties hereto unless reduced to writing and signed by the parties to be bound thereby. Any amendment, modification or addendum to this Lease will not be binding on ModSpace unless signed by an authorized officer of ModSpace. This Lease will be governed as to its construction, interpretation and effect by the laws of the Commonwealth of Pennsylvania without regard to principles of choice of laws.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution 12-808, initiating two potential amendments to the City of Black Diamond Comprehensive Plan	Agenda Date: June 7, 2012		AB12-037
	Department/Committee/Individual		
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney –Chris Bacha		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: Unknown	Court – Stephanie Metcalf		
Fund Source: NA	City Council – Craig Goodwin	X	
Timeline: 2012 Comprehensive Plan amendment cycle			
Attachments: Draft Resolution 12-808			
SUMMARY STATEMENT: <p>Black Diamond Municipal Code 16.30.070.B allows the City Council to initiate potential amendments to the Comprehensive Plan through the adoption of a resolution. The two potential amendments noted in the attached resolution were discussed by the Planning and Community Services Committee at its May 31, 2012 meeting. Since the established deadline for initiating Comprehensive Plan amendments is June 15th, the Council is being asked to take action on this resolution at its June 7, 2012 regular meeting.</p> <p>If adopted, the resolution will ensure these issues are reviewed by the Planning Commission, which must make a recommendation for consideration by the City Council later this year.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: The Planning and Community Services Committee reviewed this at its May 31 st meeting and asked staff to prepare an initiating resolution for Council consideration.			
RECOMMENDED ACTION: MOTION to adopt Resolution 12-808, initiating two potential amendments to the City of Black Diamond Comprehensive Plan.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
June 7, 2012			

RESOLUTION NO. 12-808

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
INITIATING POTENTIAL AMENDMENTS TO THE CITY'S
COMPREHENSIVE PLAN, TO BE CONSIDERED DURING
THE 2012 AMENDMENT CYCLE**

WHEREAS, in June 2009, the City of Black Diamond adopted its Comprehensive Plan;
and

WHEREAS, Black Diamond Municipal Code (BDMC) 16.30 establishes procedures for
amending the Plan; and

WHEREAS, BDMC 16.30.070.B authorizes the City Council to initiate any type of
amendment by adoption of a resolution; and

WHEREAS, the City Council has determined it desires two issues to be considered as
part of the 2012 Comprehensive Plan amendment cycle;

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

Section 1. The Planning Commission is hereby directed to consider and make
recommendations (including specific amendments to the text of the Comprehensive
Plan) for the following issues as part of the 2012 Comprehensive Plan amendment
process:

- a. Whether residential densities should be based upon "gross" or "net"
acreage;
- b. Whether a concurrency standard should be established for SR 169 within
the city limits

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7th DAY OF JUNE, 2012.**

CITY OF BLACK DIAMOND:

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. 12-809, authorizing the Mayor to enter into an agreement with the Prothman Company, for providing the services of an Interim City Administrator	Agenda Date: June 7, 2012	
	AB12-038	
	Department/Committee/Individual	
	Mayor Rebecca Olness	X
	City Administrator –	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Public Works – Seth Boettcher	
	Economic Devel. – Andy Williamson	
Cost Impact: \$12,500 monthly + 3%	Police – Jamey Kiblinger	
Fund Source: Various Funds	Court – Stephanie Metcalf	
Timeline: July 1, 2012	Comm. Dev. – Steve Pilcher	
Attachments: Resolution No. 12-809, Agreement		
SUMMARY STATEMENT: <p>In the past the City of Black Diamond has operated with a City Administrator. However, due to budget constraints in 2010 the vacant position was not filled. With limited staff and the recent formation of the Master Development Review Team the City would benefit from the expertise of a City Administrator.</p> <p>Several weeks ago the Mayor contacted the Prothman Company about providing the City with an Interim City Administrator. The Prothman Company is willing and able to provide the City with this service.</p>		
COMMITTEE REVIEW AND RECOMMENDATION: A Special meeting was held on June 5, 2012 to discuss the interim position and Council consensus was to move forward.		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 12-809, authorizing the Mayor to enter into an agreement with the Prothman Company, for providing the services of an Interim City Administrator for the City.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
June 7, 2012		

RESOLUTION NO. 12-809

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE PROTHMAN COMPANY, FOR PROVIDING THE SERVICES OF AN INTERIM CITY ADMINISTRATOR FOR THE CITY

WHEREAS, the City of Black Diamond has limited staff in the Administration Department; and

WHEREAS, in the past the City of Black Diamond has had a City Administrator, but due to budget reasons the position has not been filled; and

WHEREAS, the Mayor has recommended, and the City Council agrees, that the City would benefit from retaining the services of an Interim City Administrator; and

WHEREAS, the Mayor has retained the services of the Prothman Company to identify a qualified candidate to provide interim City Administrator services to the City of Black Diamond to perform duties as assigned by the Mayor and as more specifically described in BDMC 2.10.020; and

WHEREAS, the Prothman Company, by and through its principal Greg Prothman, has recommended that the City of Black Diamond enter into an agreement with the Prothman Company through which the Prothman Company will assign its employee Pete Butkus to provide Interim City Administrator Services to the City; and

WHEREAS, the City Council finds that it is in the best interest of the City to approve a contract with the Prothman Company to provide Interim City Administrator Services to the City upon the conditions herein set forth below;

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, on behalf of the City the attached agreement labeled as Exhibit A with the Prothman Company providing the City with Interim City Administrator services, upon condition of Council approval of a budget amendment appropriating the funds and confirmation of the appointment of the Interim City Administrator through this services agreement.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF JUNE, 2012.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk



June 6, 2012

Ms. Rebecca Olness
Mayor
City of Black Diamond
24301 Roberts Drive
PO Box 599
Black Diamond, WA 98010

Dear Mayor Olness:

Thank you for your confidence in the Prothman Company. Below is our standard agreement for providing interim services. Please sign and return a copy to our offices. Please call me if you have any questions.

Term. The term of this Agreement is ongoing, provided the City of Black Diamond may terminate this agreement at any time.

Prothman Interim City Administrator. The Prothman Interim City Administrator serves as a Prothman Company employee assigned to the City of Black Diamond and shall perform such duties as assigned by the City. The City shall have the right to direct the Prothman Company to replace the Interim City Administrator at any time.

Employer Duties of the Prothman Company. The Prothman Company shall provide a Prothman Company employee qualified to act as the City's Interim City Administrator during the term of the contract. The Prothman Company shall (1) pay all wages and other remuneration to its employee who is provided under this Agreement, (2) prepare and file all payroll tax returns and reports, (3) pay all amounts due and owing pursuant to the payroll tax returns and reports, (4) prepare, file, and furnish to the employee applicable employee tax forms, and (5) prepare and file, with a copy to the City, applicable employer tax forms.

Duties of the City. When applicable, the City shall provide a work place for the Interim City Administrator and maintain the work place in accordance with applicable health and working standards, notify the Prothman Company immediately of all employee injuries and provide reimbursement to the Interim City Administrator for costs incurred as a result of performing City business such as mileage, travel expenses and other similar costs at the normal City rates and in accordance with the City's cost reimbursement policies applicable to City employees.

Fees & Expenses. The fee for Interim City Administrator services is \$12,500 per month. Partial months billed on a pro rated basis at \$560 per day. A 3% charge will be added reflecting City of Issaquah and Washington State B&O tax. The City is responsible for reimbursing the Interim City Administrator for reasonable direct expenses incurred for providing these services such as job related travel and temporary housing. The City is also responsible for any client-required licenses, fees or taxes. Invoices will be submitted to the City every two weeks and are due within twenty (20) days of receipt.

Finder's Fee. If the City chooses to hire the Interim City Administrator as a regular City employee, the City agrees to pay the Prothman Company the percentage of the starting annual salary based upon the length of the assignment with the City as represented below:

0 to 12 months - 15%

After 13 months - 10%

Indemnification. The Prothman Company shall indemnify, defend, and hold harmless the City for the purposes of all required payroll deductions and withholdings, legally required workers' compensation insurance and other employee benefits. The City releases and agrees to indemnify, defend, and hold harmless the Prothman Company, the employees of the Prothman Company, and personnel, directors, and officers of the Prothman Company from any and all actions, claims, damages, or injuries to persons or property, penalties, obligations or liabilities arising out of or related to the services performed by the interim employee that are under the control of the City and are within the course and scope of City employment. The Prothman Company releases and agrees to indemnify, defend, and hold harmless the City, its officers, employees and consultants, from any and all actions, claims, damages, or injuries to persons or property, penalties, obligations or liabilities arising out of or related to the acts or omissions of the interim employee that are not under the control of the City or are not within the course and scope of City employment. If the City is notified or becomes aware of any alleged improper or illegal activities by the interim employee the City shall notify the Prothman Company immediately.

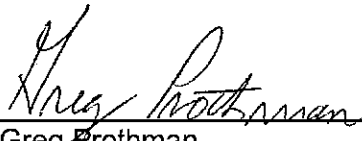
Accepted by:

CITY OF BLACK DIAMOND

PROTHMAN

Rebecca Olness
Mayor

Date



Greg Prothman
President

6/6/2012

Date