CITY OF BLACK DIAMOND

December 15, 2016 Regular Business Meeting Agenda

25510 Lawson St., Black Diamond, Washington

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

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

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

CONSENT AGENDA:

1) **Claim Checks** – December 15, 2016 - No. 44176 through No. 44227 (void 44155) and EFTs in the amount of $67,039.58
2) **Payroll –** November 30, 2016 No. 19241 – No. 19254 (voids 19255) and EFTs in the amount of $268,322.61
3) **Minutes** – Council Meeting of April 7, 2016, Special Meeting of May 19, 2016, Council Meeting of May 19, 2016, Council Meeting of May 5, 2016, and Council Meeting of June 2, 2016

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

4) **Claim Checks –** November 17, 2016 – No. 44093 through No. 44125 and EFTs in the amount of $83,444.74 Councilor Morgan

5) **Claim Checks –** December 1, 2016 – No. 44126 through No. 44175 and EFTs in the amount of $393,922.99 Councilor Morgan

6) **Minutes** - Council meetings of July 21, 2016 and August 18, 2016, Council/Planning Commission Joint Meeting of August 23, 2016, Special Meeting of August 25, 206, and Council meeting of September 1, 2016 Mayor Benson

7) **Minutes** - Special Meeting of October 18, 2016, Special Meeting of October 27, 2016, and Council meeting of November 3, 2016 Mayor Benson

8) **Minutes** – Council Work Session of November 10, 2016 and Council Meeting of Nov, 17, 2016 Mayor Benson

9) **AB16-063A** – Ordnance Granting Franchise Agreement with CCD Black Diamond Partners, LLC Mayor Benson

10) **AB16-064A** – Ordinance Granting Franchise Agreement with Astound Broadband, LLC Mayor Benson

11) AB16-071A – Ordinance Approving Interfund Loan from Sewer Capital Reserve Fund to Equipment Replacement for Four Police Vehicles in 2017 — Ms. Miller

12) AB16-077A – Resolution Confirming Mayor's Re-appointment to Planning Commission Pos. # 3 — Mayor Benson

13) AB16-078A – Resolution Confirming Mayor's Re-appointment to Planning Commission Pos. #5 — Mayor Benson

NEW BUSINESS:

14) AB16-072 – Resolution Adopting the 2017-2022 Capital Improvement Plan — Ms. Miller

15) AB16-079 – Ordinance Amending 2016 Budget — Ms. Miller

16) AB16-080 – Ordinance Approving Sewer Pass-Through Rate Increase — Ms. Miller

17) AB16-081 – Resolution Declaring Certain City Property Surplus — Mr. Esping

18) AB16-082 – Resolution Authorizing Interlocal Agreement with AWC RMSA — Mayor Benson

19) AB16-083 – Resolution Authorizing Agreement with Black Diamond Community Center — Mayor Benson

20) AB16-084 – Ordinance Adopting 2012 Stormwater Manual for Western Washington — Mr. Hanis

21) AB16-085 – Resolution Adopting 2017 Stormwater Management Program — Mr. Hanis

22) AB16-086 – Resolution Adopting RH2 Agreement for On-Call Services for Public Works — Mr. Hanis

23) AB16-087 – Resolution Accepting 2015-2017 Stormwater Capacity Grant — Mr. Hanis

24) AB16-088 – Ordinance Adopting 2017 Budget — Ms. Miller

25) AB16-089 – Resolution Regarding Contracting Procedures and Policies — Councilor Morgan

26) AB16-090 – Resolution Approving Legal Services for the City — Councilor Pepper

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORT:

- Councilmember Deady
- Councilmember Morgan
- Councilmember Edelman
- Councilmember Weber
- Councilmember Pepper

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:

CERTIFICATION

Date: December 15, 2016 Council Meeting

Check No.'s/EFT	Batch Name	Check/EFT Date	Amount
EFT's	November-Early Release 3rd Nov EFT Batch	11/21/16, 11/29/16	$ 6,136.74
44176-44181	November-Early Release 4th Nov Batch	12/02/16	$ 21,981.46
44182-44223 & Void V44155	November-4th Nov Batch	12/16/16	$ 29,976.67
EFT's	December – Early Release EFT 12/15 Council	12/09/16	$ 2,895.14
44224-44227	December-2nd Dec Batch for 12/15 Council	12/16/16	$ 6,049.57
		TOTAL	$ 67,039.58

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

Maryline Miller

MAY MILLER, FINANCE DIRECTOR / CAROL BENSON, MAYOR

12-8-2016

DATE DATE

COUNCILMEMBERS DATE

_____ _____

_____ _____

Register

Fiscal: 2016
Deposit Period: 2016 - December, 2016 - November
Check Period: 2016 - December - Early Release EFT 12/15 Council, 2016 - December - 2nd Dec Batch for 12/15 Council, 2016 - November - 4th Nov Batch, 2016 - November - Early Release 4th Nov Batch, 2016 - November - 3rd Nov EFT Batch

Number	Name	PrintDate	Amount
Columbia Bank			
Check			
44176	FRANCOTYP-POSTALIA, INC.	12/2/2016	$260.64
44177	H.D. Fowler Company	12/2/2016	$856.92
44178	KCMCA	12/2/2016	$35.00
44179	Puget Sound Energy	12/2/2016	$4,877.26
44180	Verizon Wireless	12/2/2016	$1,238.52
44181	RH2 Engineering Inc.	12/2/2016	$14,713.12
44182	ADT Security Services (PA)	12/16/2016	$48.58
44183	AHBL, Inc.	12/16/2016	$9,160.00
44184	Black Diamond Auto Parts	12/16/2016	$8.68
44185	Blumenthal Uniforms & Equipment	12/16/2016	$35.35
44186	CDW Government, Inc	12/16/2016	$2,503.96
44187	CenturyLink (WA)	12/16/2016	$1,134.52
44188	City of Maple Valley	12/16/2016	$2,306.25
44189	Comcast (34744)	12/16/2016	$326.14
44190	Daily Journal of Commerce	12/16/2016	$1,243.00
44191	DD Printing Solutions	12/16/2016	$971.23
44192	Deborah McGraw	12/16/2016	$27.22
44193	Dicks Heating & A/C Inc	12/16/2016	$125.93
44194	Electric Motor Service & Controls, LLC	12/16/2016	$4,394.96
44195	Good To Go!	12/16/2016	$2.75
44196	Granite Telecommunications	12/16/2016	$44.72
44197	Greater Maple Valley-Black Diamond Chamber of Commerce	12/16/2016	$40.00
44198	Home Depot Credit Service	12/16/2016	$217.64
44199	Honey Bucket/Northwest Cascade Inc.	12/16/2016	$87.00
44200	Intercom Language Services	12/16/2016	$165.00
44201	Johnsons Home & Garden	12/16/2016	$67.00
44202	King County Prosecuting Attorney	12/16/2016	$123.65
44203	King County Radio Comm Services	12/16/2016	$1,326.01
44204	Motion and Flow Control Products, Inc.	12/16/2016	$259.31
44205	Northstar Chemical Inc.	12/16/2016	$2,663.50
44206	O'Brien, Barton, & Hopkins, PLLP	12/16/2016	$2,500.00
44207	Office Products Nationwide	12/16/2016	$486.89
44208	Regional Animal Services of King County	12/16/2016	$60.00
44209	RH2 Engineering Inc.	12/16/2016	$14,577.00
44210	Safe Security	12/16/2016	$49.98
44211	Severson's Building Maint	12/16/2016	$1,975.00
44212	South Correctional Entity	12/16/2016	$7.00
44213	Triad Machinery	12/16/2016	$139.92
44214	TRM Wood Products Co. Inc.	12/16/2016	$12.34
44215	Utilities Underground	12/16/2016	$33.88

44216	Valley Automotive Repair & Electric	12/16/2016	$598.58
44217	Valley Communications	12/16/2016	$8,760.08
44218	Valley Mobile Trailer Repair	12/16/2016	$2,056.97
44219	VenTek International	12/16/2016	$90.00
44220	Washington State Treasurer	12/16/2016	$7,611.42
44221	Washington Tractor	12/16/2016	$8.97
44222	Washington Translation Bureau	12/16/2016	$98.00
44223	Water Management Laboratories, Inc.	12/16/2016	$47.00
44224	Johnsons Home & Garden	12/16/2016	$128.96
44225	Modular Space Corp	12/16/2016	$5,412.63
44226	Office Products Nationwide	12/16/2016	$367.98
44227	U.S. Postal Service (Black Diamond)	12/16/2016	$140.00
EFT Payment 11/21/2016	US Bank Equipment Finance	11/21/2016	$1,471.37
EFT Payment 11/29/2016	Washington State Department of Revenue	11/29/2016	$4,665.37
EFT Payment 12/9/2016	First Bankcard	12/9/2016	$2,895.14
V44155	RH2 Engineering Inc.	12/6/2016	($36,418.76)
		Total	**$67,039.58**

Voucher Directory with Transaction Date

Vendor	Transaction Number / Transaction Reference / Account Number	Transaction Date	Person Recognition Name / Title	Voucher Amount
US Bank Equipment Finance				
	EFT Payment 11/21/2016 10:01:56 AM - 1	**11/20/2016**	**2016 - November - Early Release 3rd Nov EFT Batch**	
	314918525			
		10/20/2016-11/20/2016 Services		
		001-000-210-521-10-45-00	Lease Payments - US Bank/Copier	$193.03
		001-000-248-518-20-45-03	MDRT-Copier Costs	$193.03
		001-000-254-518-20-45-04	Facilities Copier Maint Lease	$1,085.31
	Total 314918525			**$1,471.37**
	Total EFT Payment 11/21/2016 10:01:56 AM - 1			**$1,471.37**
Total US Bank Equipment Finance				**$1,471.37**
Washington State Department of Revenue				
	EFT Payment 11/29/2016 10:03:00 AM - 1	**11/28/2016**	**2016 - November - Early Release 3rd Nov EFT Batch**	
	112816 DOR			
		Oct 16 Excise Tax		
		001-000-210-521-10-31-00	Operating Supplies	$6.70
		001-000-270-576-80-35-00	Small Tools & Safety Equip	$1.86
		001-000-280-536-20-35-00	Small Tools & Safety Equip	$0.45
		001-000-280-536-20-54-00	Cemetery Sales Excise Tax	$10.50
		101-000-000-543-50-35-00	Small Tools & Equipment	$3.48
		310-000-002-594-18-62-00	Council Chamber & Police & Court Bldg	$1.34
		310-000-002-594-18-62-00	Council Chamber & Police & Court Bldg	$1.17
		310-000-002-594-18-62-00	Council Chamber & Police & Court Bldg	$1.08
		401-000-000-534-80-35-00	Small Tools & Safety Equip	$5.81
		401-000-000-534-80-44-01	State of WA Utility Excise Tax	$3,439.84
		401-000-000-534-80-44-01	State of WA Utility Excise Tax	$19.49
		407-000-000-535-80-35-00	Small Tools & Safety Equipment	$5.81
		407-000-000-535-80-44-01	State of WA Excise Tax	$738.12
		407-000-000-535-80-44-01	State of WA Excise Tax	$4.95
		410-000-000-531-10-35-00	Small Tools and Safety Equipment	$5.81

	410-000-000-531-10-44-01	WA St Excise Taxes	$418.96
Total 112816 DOR			**$4,665.37**
Total EFT Payment 11/29/2016 10:03:00 AM - 1			**$4,665.37**
Total Washington State Department of Revenue			**$4,665.37**

Vendor Count 2 **Grand Total $6,136.74**

Voucher Directory with Transaction Date

Vendor / Transaction Number / Transaction Reference / Account Number	Trans. Date / Fiscal Date / Title	Voucher / Amount
FRANCOTYP-POSTALIA, INC.		
44176	8/15/2016	2016 - November - Early Release 4th Nov Batch
RI102941722		
8/14/16-11/13/16 Services - First time receiving invoice		
001-000-180-518-90-45-01	Postage Meter Rental	$130.32
Total RI102941722		$130.32
RI103032473		
11/14/16-2/13/17		
001-000-180-518-90-45-01	Postage Meter Rental	$130.32
Total RI103032473		$130.32
Total 44176		$260.64
Total FRANCOTYP-POSTALIA, INC.		$260.64
H.D. Fowler Company		
44177	11/15/2016	2016 - November - Early Release 4th Nov Batch
14383246		
Reimbursable		
401-000-000-534-80-31-01	Operating Supplies	$856.92
Total 14383246		$856.92
Total 44177		$856.92
Total H.D. Fowler Company		$856.92
KCMCA		
44178	11/29/2016	2016 - November - Early Release 4th Nov Batch
112916 KCMCA		
KCMCA Meeting & Luncheon		
001-000-137-514-21-43-00	Lodging, Meals & Mileage	$35.00
Total 112916 KCMCA		$35.00
Total 44178		$35.00
Total KCMCA		$35.00
Puget Sound Energy		

Voucher	Transaction Number / Description / Reference / Account Number	Transaction Date	Payee / Description / Invoice / Date	Voucher Amount
44179		11/14/2016	2016 - November - Early Release 4th Nov Batch	
	111416 PSE			
	Oct-Nov Services			
	001-000-212-521-50-47-00		Electric/gas	$415.17
	Police/Court Gas-Acct 200000563300			
	001-000-212-521-50-47-00		Electric/gas	$51.29
	Police/Court Elec-Acct 200009377470			
	001-000-212-521-50-47-00		Electric/gas	$60.22
	Police Storage-Acct 200024493906			
	001-000-248-518-20-47-00		MDRT Electricity	$332.24
	CD/PW/MDRT Bldg Elec-Acct 200019932462			
	001-000-254-518-20-47-00		Facilities-Utilities	$221.49
	City Hall-Acct 300000007074			
	001-000-254-518-20-47-00		Facilities-Utilities	$157.86
	CD Elec-Acct 200019932462			
	001-000-270-575-30-47-00		Museum Electric/Gas	$258.03
	Museum-Acct 200001525159			
	001-000-270-575-51-47-00		Gym- Electricity and Gas	$157.86
	Gym-Acct 220006098002			
	001-000-270-576-80-47-00		Electric/Gas	$2.90
	PW Shop-Parks-Acct 200017719507			
	001-000-280-536-20-47-00		Electric/Gas	$1.44
	PW Shop-Cemetery-Acct 200017719507			
	101-000-000-542-63-47-01		Street Lighting	$13.94
	Baker St Crosswalk-Acct 200015449073			
	101-000-000-542-63-47-01		Street Lighting	$46.81
	Cov Sawyer & 216th-Acct 200008062644			
	101-000-000-542-63-47-01		Street Lighting	$218.87
	Kentlake Traffic Signal-Acct 200008062834			
	101-000-000-542-63-47-01		Street Lighting	$1.82
	Street Lights-Acct 300000003735			
	101-000-000-542-63-47-01		Street Lighting	$28.65
	Roberts Drive-Acct 200024810877			
	101-000-000-543-31-47-00		Electric/Gas	$15.96
	PW Shop-Street-Acct 200017719507			
	401-000-000-534-80-47-00		Electric/Gas	$2,142.19
	Booster Station-Acct 200002538847			
	401-000-000-534-80-47-00		Electric/Gas	$18.03
	Booster Station-Acct 200008062180			
	401-000-000-534-80-47-00		Electric/Gas	$554.32
	.5 Mil Gal Resv-Acct 200008062404			

		401-000-000-534-80-47-00	Electric/Gas	$17.41
		PW Shop-Water-Acct 200017719507		
		407-000-000-535-80-47-00	Electric/Gas	$81.69
		Morganville Lift Stn-Acct 200001558101		
		407-000-000-535-80-47-00	Electric/Gas	$17.41
		PW Shop-Sewer-Acct 200017719507		
		407-000-000-535-80-47-00	Electric/Gas	$12.37
		Sewer Pump-Acct 200016310662		
		407-000-000-535-80-47-00	Electric/Gas	$31.88
		Dia Glen Sewer-Acct 200019391925		
		410-000-000-531-10-47-00	Electric/Gas	$17.41
		PW Shop-Drainage-Acct 200017719507		
	Total 111416 PSE			**$4,877.26**
Total 44179				**$4,877.26**
Total Puget Sound Energy				**$4,877.26**
RH2 Engineering Inc.				
44181		11/8/2016	2016 - November - Early Release 4th Nov Batch	
	66437-2			
		October Services		
		404-000-011-534-80-41-00	Water Comp Plan	$11,713.12
	Total 66437-2			**$11,713.12**
	66449-2			
		October Water Services		
		401-000-000-534-80-41-10	Professional Services	$3,000.00
	Total 66449-2			**$3,000.00**
Total 44181				**$14,713.12**
Total RH2 Engineering Inc.				**$14,713.12**
Verizon Wireless				
44180		11/10/2016	2016 - November - Early Release 4th Nov Batch	
	9775108987			
		10/11/16-11/10/16 Services		
		001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards	$547.12
		Police		
		001-000-240-558-51-42-00	Telephone	$40.01
		Community Development		
		001-000-246-558-70-42-01	Telephones	$116.78
		MDRT (Funding)		
		001-000-254-518-20-42-00	Facilities-Communication	$58.39
		City Clerk (Funding)		

	001-000-270-576-80-42-00 PW/Facilities	Telephone/DSL/Radios	$19.05
	001-000-280-536-20-42-00 PW/Facilities	Telephone, DSL & Radios	$9.53
	101-000-000-542-90-42-01 PW/Facilities	Telephone/DSL/Radios	$104.77
	401-000-000-534-80-42-00 PW/Facilities	Telephone/DSL/Radios	$114.29
	407-000-000-535-80-42-00 PW/Facilities	Telephone/DSL/Radios	$114.29
	410-000-000-531-10-42-00 PW/Facilities	Telephone/DSL/Radios	$114.29
Total 9775108987			**$1,238.52**
Total 44180			**$1,238.52**
Total Verizon Wireless			**$1,238.52**

Vendor Count 6 **Grand Total $21,981.46**

Voucher Directory with Transaction Date

Vendor	Transaction Number / Invoice Number / Account Number	Transaction Date / Reference / Voided	Fiscal Description / Name / Title	Memo / Amount
ADT Security Services (PA)				
	44182	11/24/2016	2016 - November - 4th Nov Batch	
	607448707			
		12/12/16-01/11/17 Services		
		001-000-248-518-20-49-02	MDRT Bldg Security Costs	$19.43
		001-000-254-518-20-49-00	Facilities Security	$29.15
	Total 607448707			$48.58
	Total 44182			$48.58
Total ADT Security Services (PA)				**$48.58**
AHBL, Inc.				
	44183	10/31/2016	2016 - November - 4th Nov Batch	
	100369			
		09/26/16-10/25/16 Services		
		001-000-240-558-60-41-06	Prof Svs-Gen Gvt Planner	$6,200.00
		Planner		
	Total 100369			$6,200.00
	100427			
		09/26/16-10/25/16 Services		
		001-000-240-558-60-41-06	Prof Svs-Gen Gvt Planner	$2,960.00
		Principal & Planner 3		
	Total 100427			$2,960.00
	Total 44183			$9,160.00
Total AHBL, Inc.				**$9,160.00**
Black Diamond Auto Parts				
	44184	12/7/2016	2016 - November - 4th Nov Batch	
	416180			
		November Purchases		
		001-000-210-521-10-48-01	Vehicle Maintenance & Repair	$8.68
	Total 416180			$8.68
	Total 44184			$8.68
Total Black Diamond Auto Parts				**$8.68**

Blumenthal Uniforms & Equipment

44185 **11/16/2016** **2016 - November - 4th Nov Batch**

006427633

November Charges

001-000-210-521-10-31-04 Uniforms $35.35
Police

Total 006427633 **$35.35**

Total 44185 **$35.35**

Total Blumenthal Uniforms & Equipment **$35.35**

CDW Government, Inc

44186 **11/22/2016** **2016 - November - 4th Nov Batch**

GBW6604

Computer Equipment

310-000-011-594-18-64-00 General Government Technology $1,660.55
MS Surface Pro 4

310-000-011-594-21-64-03 Police Technology & Other $741.33
Dell Opti

Total GBW6604 **$2,401.88**

GCG8713

Computer Equipment

310-000-011-594-18-64-00 General Government Technology $102.08
Warranty

Total GCG8713 **$102.08**

Total 44186 **$2,503.96**

Total CDW Government, Inc **$2,503.96**

CenturyLink (WA)

44187 **11/11/2016** **2016 - November - 4th Nov Batch**

111116 CL

10/12/16-11/11/16 Services

001-000-120-512-50-42-00 Telephone/DSL $48.45
PD/CT Security Line 253-631-1012 182B

001-000-214-521-20-42-00 Police Telephone/DSL/Air Cards $140.13
Police-T1 Line-KC Inet 206-T54-3585 584B

001-000-214-521-20-42-00 Police Telephone/DSL/Air Cards $65.35
Police-Fax 360-886-2901 325B

001-000-214-521-20-42-00 Police Telephone/DSL/Air Cards $65.35
Police-Line 2 360-886-2862 596B

001-000-214-521-20-42-00 Police Telephone/DSL/Air Cards $176.85
Police-Main Line 253-631-1012 182B

		001-000-254-518-20-42-00	Facilities-Communication	$30.81
		Facilities-Old City Hall Main Line # 360-886-2560		
		001-000-270-576-80-42-00	Telephone/DSL/Radios	$5.04
		PW Shop Allocation - 360-886-2523 656B		
		001-000-280-536-20-42-00	Telephone, DSL & Radios	$2.52
		PW Shop Allocation - 360-886-2523 656B		
		101-000-000-542-90-42-01	Telephone/DSL/Radios	$27.72
		PW Shop Allocation - 360-886-2523 656B		
		401-000-000-534-80-42-00	Telephone/DSL/Radios	$279.56
		Water Resivoir 360-886-7235 830B		
		401-000-000-534-80-42-00	Telephone/DSL/Radios	$30.24
		PW Shop Allocation - 360-886-2523 656B		
		407-000-000-535-80-42-00	Telephone/DSL/Radios	$43.02
		Ridge Sewer Pump Station 360-886-0474 006B		
		407-000-000-535-80-42-00	Telephone/DSL/Radios	$48.45
		Diamond Glen Sewer 360-886-0537 580 B		
		407-000-000-535-80-42-00	Telephone/DSL/Radios	$30.24
		PW Shop Allocation - 360-886-2523 656B		
		407-000-000-535-80-42-00	Telephone/DSL/Radios	$53.21
		Morganville Pump Station 360-886-2835 784B		
		407-000-000-535-80-42-00	Telephone/DSL/Radios	$57.34
		Old Lawson Pump Station 360-886-8146 712B		
		410-000-000-531-10-42-00	Telephone/DSL/Radios	$30.24
		PW Shop Allocation - 360-886-2523 656B		
	Total 111116 CL			**$1,134.52**
Total 44187				**$1,134.52**
Total CenturyLink (WA)				**$1,134.52**
City of Maple Valley				
44188		**11/30/2016**	**2016 - November - 4th Nov Batch**	
	INV02922			
		Sept & Oct Services		
		001-000-240-558-51-41-03	Bldg Official/Code Inspc. Costs	$2,306.25
		30.75 hrs at $75/hr		
	Total INV02922			**$2,306.25**
Total 44188				**$2,306.25**
Total City of Maple Valley				**$2,306.25**

Vendor	Transaction Number	Transaction Date	Check Description	Check Amount
	Transaction Reference	Voucher		
	Account Number	Line		

Comcast (34744)

44189		11/11/2016	2016 - November - 4th Nov Batch	
	111116 Com 34744			
	Service from 11/25/16-12/14/16			
	001-000-214-521-20-42-00		Police Telephone/DSL/Air Cards	$95.00
	Police Internet Act 8498 34 014 0106156			
	Total 111116 Com 34744			**$95.00**
	112616 Com 34744			
	Service from 12/05/16-01/04/17			
	001-000-248-518-20-42-00		MDRT Telephone, Fax, Internet costs	$92.46
	MDRT Internet Act 8498 34 014 0125628			
	001-000-254-518-20-42-00		Facilities-Communication	$138.68
	City Hall Internet Act 8498 34 014 0125628			
	Total 112616 Com 34744			**$231.14**
Total 44189				**$326.14**
Total Comcast (34744)				**$326.14**

Daily Journal of Commerce

44190		11/22/2016	2016 - November - 4th Nov Batch	
	3319513			
	Civil Engineer.SVCS			
	001-000-246-558-70-44-00		Advertising	$270.60
	MDRT			
	Total 3319513			**$270.60**
	3319514			
	Geotech Eng SVCS			
	001-000-246-558-70-44-00		Advertising	$257.40
	MDRT			
	Total 3319514			**$257.40**
	3319515			
	Surveying Services			
	001-000-246-558-70-44-00		Advertising	$244.20
	MDRT			
	Total 3319515			**$244.20**
	3319516			
	Traffic & Transp Eng			
	001-000-246-558-70-44-00		Advertising	$261.80
	MDRT			
	Total 3319516			**$261.80**

	3319517			
		Wetland Review		
		001-000-246-558-70-44-00	Advertising	$209.00
		MDRT		
	Total 3319517			$209.00
Total 44190				$1,243.00
Total Daily Journal of Commerce				**$1,243.00**
DD Printing Solutions				
44191		11/28/2016	2016 - November - 4th Nov Batch	
	1559			
		City Hall Envelopes		
		001-000-180-518-90-31-00	Office Supplies City Hall	$108.60
	Total 1559			$108.60
	1560			
		Utility Billing Envelopes		
		401-000-000-534-80-49-04	Printing	$293.29
		407-000-000-535-80-49-03	Printing	$284.67
		410-000-000-531-10-49-03	Printing	$284.67
	Total 1560			$862.63
Total 44191				$971.23
Total DD Printing Solutions				**$971.23**
Deborah McGraw				
44192		11/3/2016	2016 - November - 4th Nov Batch	
	110316 DM			
		Police Mileage Reimbursement		
		001-000-216-521-10-43-00	Lodging, Meals & Mileage	$27.22
		2016 WAPRO Fall Conference		
	Total 110316 DM			$27.22
Total 44192				$27.22
Total Deborah McGraw				**$27.22**
Dicks Heating & A/C Inc				
44193		11/18/2016	2016 - November - 4th Nov Batch	
	203130			
		Furnace/Fireplace Inspection		
		001-000-270-575-51-48-00	Gym Facility Repair & Maintenance	$125.93
	Total 203130			$125.93
Total 44193				$125.93
Total Dicks Heating & A/C Inc				**$125.93**

Electric Motor Service & Controls, LLC				
44194		11/11/2016	2016 - November - 4th Nov Batch	
13216				
	New Motor for Water Booster Station			
	401-000-000-534-80-48-02		Water System Rep & Mtc-Ext/Int	$4,394.96
Total 13216				$4,394.96
Total 44194				$4,394.96
Total Electric Motor Service & Controls, LLC				**$4,394.96**
Good To Go!				
44195		11/9/2016	2016 - November - 4th Nov Batch	
110916 GTG				
	Police Toll Bill			
	001-000-216-521-10-43-00		Lodging, Meals & Mileage	$2.75
		Coalition of Small Police Agencies		
Total 110916 GTG				$2.75
Total 44195				$2.75
Total Good To Go!				**$2.75**
Granite Telecommunications				
44196		12/1/2016	2016 - November - 4th Nov Batch	
378469839				
	Novermber Services			
	001-000-248-518-20-42-00		MDRT Telephone, Fax, Internet costs	$11.18
	001-000-254-518-20-42-00		Facilities-Communication	$33.54
Total 378469839				$44.72
Total 44196				$44.72
Total Granite Telecommunications				**$44.72**
Greater Maple Valley-Black Diamond Chamber of Commerce				
44197		11/18/2016	2016 - November - 4th Nov Batch	
9840				
	Luncheon Chamber Member			
	001-000-110-511-60-43-00		Lodging, Meals and Mileage	$20.00
		J. Edelman		
	001-000-130-513-10-43-00		Lodging, Meals & Mileage	$20.00
		C. Benson		
Total 9840				$40.00
Total 44197				$40.00
Total Greater Maple Valley-Black Diamond Chamber of Commerce				**$40.00**

Home Depot Credit Service

44198		11/30/2016	2016 - November - 4th Nov Batch	
4015253				
	Dewalt Replacement Nozzle			
	001-000-270-576-80-48-01		Parks Shrd Rep & Mtc Shops	$5.81
	001-000-280-536-20-48-01		Ceme Shrd Mtc. & Rep. Shops	$1.44
	101-000-000-543-33-48-02		Street Share-Shop Costs	$10.89
	401-000-000-534-80-48-01		Repair & Maint Shops	$18.15
	407-000-000-535-80-48-00		Sewer Infil. Repair & Maintenance	$18.15
	410-000-000-531-10-48-02		Repair & Maint Shops	$18.15
Total 4015253				$72.59
4582930				
	Emergency/Exit Sign			
	001-000-270-575-51-48-00		Gym Facility Repair & Maintenance	$98.52
Total 4582930				$98.52
6013887				
	Heavy Duty Top Plate			
	001-000-248-518-20-48-12 MDRT		Bldg Maintance Alloc	$6.47
Total 6013887				$6.47
6575035				
	Impact Drive Kit			
	001-000-248-518-20-48-12 MDRT		Bldg Maintance Alloc	$40.06
Total 6575035				$40.06
Total 44198				$217.64
Total Home Depot Credit Service				$217.64

Honey Bucket/Northwest Cascade Inc.

44199		11/24/2016	2016 - November - 4th Nov Batch	
0550194644				
	11/24/16-12/21/16 Services			
	001-000-270-576-80-31-00 Parks-Boat Launch Rental		Portable Restroom Facilty	$87.00
Total 0550194644				$87.00
Total 44199				$87.00
Total Honey Bucket/Northwest Cascade Inc.				$87.00

Intercom Language Services

44200	11/25/2016	2016 - November - 4th Nov Batch	
16-656			
11/9/16 Services			
	001-000-120-512-50-41-04	Court Interpreter	$165.00
	3hr at $55/hr		
Total 16-656			$165.00
Total 44200			$165.00
Total Intercom Language Services			$165.00

Johnsons Home & Garden

44201	11/19/2016	2016 - November - 4th Nov Batch	
410895			
Stain			
	001-000-248-518-20-48-00	MDRT-Bldg/Gen Mtc Costs	$7.37
Total 410895			$7.37
410898			
Clear Caulk			
	001-000-248-518-20-48-00	MDRT-Bldg/Gen Mtc Costs	$3.25
Total 410898			$3.25
410938			
Battery			
	001-000-181-518-30-31-00	Office & Operating Supplies	$4.33
Total 410938			$4.33
411026			
General Supplies			
	101-000-000-544-90-31-00	PW Clearing Acct-Supplies	$28.20
Total 411026			$28.20
411103			
Furnace Filter			
	001-000-270-575-51-48-00	Gym Facility Repair & Maintenance	$23.85
	GYM		
Total 411103			$23.85
Total 44201			$67.00
Total Johnsons Home & Garden			$67.00

King County Prosecuting Attorney

44202	11/30/2016	2016 - November - 4th Nov Batch	
113016 KCPA			
November Remittance			
	633-000-000-586-00-00-01	Treasurers Trust Court	$123.65
Total 113016 KCPA			$123.65
Total 44202			$123.65
Total King County Prosecuting Attorney			**$123.65**

King County Radio Comm Services

44203	12/1/2016	2016 - November - 4th Nov Batch	
11641			
November Services			
	001-000-214-521-20-41-03	K/C 800 Mhz Radio Costs	$1,326.01
Total 11641			$1,326.01
Total 44203			$1,326.01
Total King County Radio Comm Services			**$1,326.01**

Motion and Flow Control Products, Inc.

44204	11/30/2016	2016 - November - 4th Nov Batch	
6529041			
November Purchases			
	001-000-270-576-80-48-01	Parks Shrd Rep & Mtc Shops	$20.74
	001-000-280-536-20-48-01	Ceme Shrd Mtc. & Rep. Shops	$5.18
	101-000-000-543-33-48-02	Street Share-Shop Costs	$38.90
	401-000-000-534-80-48-01	Repair & Maint Shops	$64.83
	407-000-000-535-80-48-00	Sewer Infil. Repair & Maintenance	$64.83
	410-000-000-531-10-48-02	Repair & Maint Shops	$64.83
Total 6529041			$259.31
Total 44204			$259.31
Total Motion and Flow Control Products, Inc.			**$259.31**

Northstar Chemical Inc.

44205	11/15/2016	2016 - November - 4th Nov Batch	
94852			
November Purchases			
	401-000-000-534-80-31-03	Caustic	$2,663.50
	Sodium Hydroxide		
Total 94852			$2,663.50
Total 44205			$2,663.50
Total Northstar Chemical Inc.			**$2,663.50**

O'Brien, Barton, & Hopkins, PLLP				
44206		**12/1/2016**	**2016 - November - 4th Nov Batch**	
52856				
	Services for November			
	001-000-151-515-91-41-00		Court Legal-Public Defender	$2,500.00
Total 52856				**$2,500.00**
Total 44206				**$2,500.00**
Total O'Brien, Barton, & Hopkins, PLLP				**$2,500.00**
Office Products Nationwide				
44207		**10/12/2016**	**2016 - November - 4th Nov Batch**	
870078-1				
	Invoice Lost - Not Paid Previously			
	001-000-180-518-90-31-00		Office Supplies City Hall	$171.86
Total 870078-1				**$171.86**
878429-0				
	City Hall Office Supplies			
	001-000-180-518-90-31-00		Office Supplies City Hall	$315.03
Total 878429-0				**$315.03**
Total 44207				**$486.89**
Total Office Products Nationwide				**$486.89**
Regional Animal Services of King County				
44208		**11/28/2016**	**2016 - November - 4th Nov Batch**	
112816 RAS				
	Pet Licensing			
	633-000-000-589-00-00-01		King County Animal License	$60.00
Total 112816 RAS				**$60.00**
Total 44208				**$60.00**
Total Regional Animal Services of King County				**$60.00**
RH2 Engineering Inc.				
44209		**12/1/2016**	**2016 - November - 4th Nov Batch**	
66487				
	MDRT 2016 Consultant Services Agreement #2			
	001-000-257-558-70-41-02		MDRT Civil Engineering-RH2 Engineering	$14,577.00
Total 66487				**$14,577.00**
Total 44209				**$14,577.00**

V44155		11/7/2016	2016 - November - 4th Nov Batch	
	void - 66407			
		Voids check # 44155		
		001-000-257-558-70-41-02	MDRT Civil Engineering-RH2 Engineering	($21,705.64)
	Total void - 66407			($21,705.64)
	void - 66437			
		Voids check # 44155		
		404-000-011-534-80-41-00	Water Comp Plan	($11,713.12)
	Total void - 66437			($11,713.12)
	void - 66449			
		Voids check # 44155		
		401-000-000-534-80-41-10	Professional Services	($3,000.00)
	Total void - 66449			($3,000.00)
Total V44155				($36,418.76)
Total RH2 Engineering Inc.				**($21,841.76)**
Safe Security				
44210		11/8/2016	2016 - November - 4th Nov Batch	
	15776080			
		November Monitering Services		
		101-000-000-544-90-48-01	PW Clearing-shared Shop Cost	$49.98
	Total 15776080			$49.98
Total 44210				$49.98
Total Safe Security				**$49.98**
Severson's Building Maint				
44211		11/30/2016	2016 - November - 4th Nov Batch	
	715973			
		November Services		
		001-000-248-518-20-49-01	MDRT Bldg Custodial Costs	$450.00
		MDRT - Janitorial Services		
		001-000-254-518-20-49-01	Facilities Building Custodial	$675.00
		City Hall - Janitorial Services		
	Total 715973			$1,125.00
	715975			
		November Services		
		001-000-270-575-51-48-00	Gym Facility Repair & Maintenance	$225.00
		Police/Court - Janitorial Services		
	Total 715975			$225.00

715976			
	November Services		
	001-000-212-521-50-41-03	Police Custodial Cost	$625.00
	Gym - Janitorial Services		
Total 715976			$625.00
Total 44211			$1,975.00
Total Severson's Building Maint			**$1,975.00**
South Correctional Entity			
44212	11/21/2016	2016 - November - 4th Nov Batch	
2219			
	August Outside Health Services		
	001-000-211-523-60-49-02	Prisoner Medical Costs	$7.00
	1 at $7.00 each		
Total 2219			$7.00
Total 44212			$7.00
Total South Correctional Entity			**$7.00**
Triad Machinery			
44213	10/26/2016	2016 - November - 4th Nov Batch	
C56794			
	October Services		
	101-000-000-544-90-31-00	PW Clearing Acct-Supplies	$139.92
	Shoulder Mower		
Total C56794			$139.92
Total 44213			$139.92
Total Triad Machinery			**$139.92**
TRM Wood Products Co. Inc.			
44214	11/19/2016	2016 - November - 4th Nov Batch	
338521			
	1X4 Hemlock 8'		
	001-000-248-518-20-48-12	Bldg Maintance Alloc	$12.34
	MDRT		
Total 338521			$12.34
Total 44214			$12.34
Total TRM Wood Products Co. Inc.			**$12.34**

Utilities Underground			
44215	**11/30/2016**	**2016 - November - 4th Nov Batch**	
6110112			
	November Services		
	401-000-000-534-80-41-08	Locating Service	$33.88
Total 6110112			**$33.88**
Total 44215			**$33.88**
Total Utilities Underground			**$33.88**
Valley Automotive Repair & Electric			
44216	**11/16/2016**	**2016 - November - 4th Nov Batch**	
0025078			
	Alternator Replacement		
	001-000-210-521-10-48-01 Police	Vehicle Maintenance & Repair	$598.58
Total 0025078			**$598.58**
Total 44216			**$598.58**
Total Valley Automotive Repair & Electric			**$598.58**
Valley Communications			
44217	**11/9/2016**	**2016 - November - 4th Nov Batch**	
0020617			
	911 Calls Oct 2016		
	001-000-214-521-20-41-00	Valley Comm - Dispatch Service	$8,760.08
Total 0020617			**$8,760.08**
Total 44217			**$8,760.08**
Total Valley Communications			**$8,760.08**
Valley Mobile Trailer Repair			
44218	**11/26/2016**	**2016 - November - 4th Nov Batch**	
12365			
	Shoulder Mower Repaired		
	101-000-000-544-90-48-02	PW Clearing- Shared Veh/Equip Maint	$2,056.97
Total 12365			**$2,056.97**
Total 44218			**$2,056.97**
Total Valley Mobile Trailer Repair			**$2,056.97**

VenTek International				
44219		12/1/2016	2016 - November - 4th Nov Batch	
	103271			
		November Services		
		001-000-270-576-80-41-02	Venvue Pay Station	$90.00
	Total 103271			$90.00
Total 44219				$90.00
Total VenTek International				**$90.00**
Washington State Treasurer				
44220		11/30/2016	2016 - November - 4th Nov Batch	
	113016 WST			
		November Remittance		
		633-000-000-586-00-00-01	Treasurers Trust Court	$7,611.42
	Total 113016 WST			$7,611.42
Total 44220				$7,611.42
Total Washington State Treasurer				**$7,611.42**
Washington Tractor				
44221		11/14/2016	2016 - November - 4th Nov Batch	
	1160565			
		Mower Blade		
		101-000-000-544-90-31-00	PW Clearing Acct-Supplies	$8.97
	Total 1160565			$8.97
Total 44221				$8.97
Total Washington Tractor				**$8.97**
Washington Translation Bureau				
44222		11/22/2016	2016 - November - 4th Nov Batch	
	2016-1561			
		Police Translation		
		001-000-210-521-10-49-00	Miscellaneous	$98.00
			1 hr minimum at $98/hr	
	Total 2016-1561			$98.00
Total 44222				$98.00
Total Washington Translation Bureau				**$98.00**

Vendor	Payment Number / Transaction Reference	Transaction Date / Account Number	Fiscal Description / Name	Voids / Amounts

Water Management Laboratories, Inc.

44223		11/14/2016	2016 - November - 4th Nov Batch	
	154420			
		November Services		
		401-000-000-534-80-41-02	Water Testing and Sampling	$47.00
	Total 154420			$47.00
Total 44223				$47.00
Total Water Management Laboratories, Inc.				$47.00

Vendor Count 42 **Grand Total $29,976.67**

Voucher Directory with Transaction Date

Vendor / Transaction Number / Transaction Reference / Account Number	Transaction Date / Name / Title	Fiscal Description	Void Amount
First Bankcard			
EFT Payment 12/9/2016 3:29:00 PM - 1	**12/14/2016**	**2016 - December - Early Release EFT 12/15 Council**	
Dal Santo 9871 121416			
001-000-180-518-90-49-05 Interest Charge		Banking Fees	$5.77
401-000-000-534-80-41-10 Logmeininc.com		Professional Services	$161.81
Total Dal Santo 9871 121416			**$167.58**
Esping 1117 121416			
001-000-180-518-90-49-05 Interest Charge		Banking Fees	$9.61
001-000-181-518-30-31-04 Work Boots		Uniforms	$109.59
001-000-181-518-30-32-00 Fuel		Fuel	$70.00
001-000-240-558-51-31-00 Power Strip		Office & Operating Supplies	$21.01
001-000-248-518-20-48-12 MDRT Maint		Bldg Maintance Alloc	$17.51
101-000-000-544-90-31-00 PW Supplies		PW Clearing Acct-Supplies	$40.70
101-000-000-544-90-31-00 Shop Supplies		PW Clearing Acct-Supplies	$33.06
Total Esping 1117 121416			**$301.48**
Kiblinger 1117 121416			
001-000-210-521-10-31-04 Police Uniform		Uniforms	$213.60
001-000-210-521-10-31-04 Police		Uniforms	$172.03
001-000-210-521-10-43-00 Meeting Parking		Lodging, Meals & Mileage	$3.00
001-000-210-521-10-43-00 Meeting Parking		Lodging, Meals & Mileage	$7.00

Vendor / Transaction Number / Transaction Reference / Account Number	Transaction Date / Fiscal Description / Name / Title	Void Amount
001-000-210-521-10-43-00 Meeting Parking	Lodging, Meals & Mileage	$4.00
Total Kiblinger 1117 121416		**$399.63**
Lynch 4138 121416		
001-000-180-518-90-49-05 Interest Charge	Banking Fees	$1.75
001-000-210-521-10-31-04 Boots - Uniform Allowence from Kris Chatterson	Uniforms	$239.99
001-000-210-521-10-49-00 CarFax	Miscellaneous	$65.15
Total Lynch 4138 121416		**$306.89**
Martinez 4360 121416		
001-000-110-511-60-43-00 SCA Dinner - T. Deady	Lodging, Meals and Mileage	$45.00
001-000-110-511-60-43-00 SCA Dinner - J. Elderman	Lodging, Meals and Mileage	$45.00
001-000-110-511-60-49-00 Transp. Conference - J. Elderman	Training and Workshops	$50.00
001-000-110-511-60-49-00 Transp.Conference - T. Deady	Training and Workshops	$50.00
001-000-130-513-10-43-00 SCA Dinner - C. Benson	Lodging, Meals & Mileage	$45.00
001-000-130-513-10-49-01 Transp. Conference - C. Benson	Training & Workshop & Dues	$50.00
001-000-180-518-90-49-05 Interest	Banking Fees	$1.75
Total Martinez 4360 121416		**$286.75**
McGraw 9074 121416		
001-000-214-521-20-42-03 Post Office - Certified Mail-Postage 16-955 (Evidence)	Police Postage	$14.26
001-000-214-521-20-42-03 Post Office - Postage x2	Police Postage	$3.77
Total McGraw 9074 121416		**$18.03**
Metcalf 4013 121416		
001-000-120-512-50-31-00 Calendars	Operating Supplies	$34.95
001-000-120-512-50-42-00 Conference Calls	Telephone/DSL	$17.63
001-000-180-518-90-49-05 Conference Calls	Banking Fees	$1.75
Total Metcalf 4013 121416		**$54.33**

Vendor / Transaction Number / Transaction Reference	Transaction Date / Account Number	Fiscal Description / Name / Title	Void Amount
Miller 9913 121416			
	001-000-140-514-23-49-01	Workshops and Training	$60.00
	Excise Tax Webinar		
Total Miller 9913 121416			**$60.00**
Pittam 4402 121416			
	101-000-000-542-66-31-00	Sand & Salt - Snow & Ice	$133.58
	Tarp/Sandpile		
	401-000-000-534-80-31-01	Operating Supplies	$563.28
	Chlorination/City Shop - Salt/Skylight		
Total Pittam 4402 121416			**$696.86**
Williamson 8513 121416			
	001-000-180-518-90-49-05	Banking Fees	$5.81
	Interest		
	001-000-246-558-70-42-00	Postage	$0.21
	MDRT		
	001-000-246-558-70-49-00	Miscellaneous	$512.40
	MDRT Mtg		
	001-000-246-558-70-49-00	Miscellaneous	$12.88
	MDRT Reimbursed		
	001-000-246-558-70-49-00	Miscellaneous	$15.86
	Rain Gear		
	001-000-246-558-70-49-00	Miscellaneous	$56.43
	MDRT Mtg		
Total Williamson 8513 121416			**$603.59**
Total EFT Payment 12/9/2016 3:29:00 PM - 1			**$2,895.14**
Total First Bankcard			**$2,895.14**

Vendor Count 1 **Grand Total $2,895.14**

Voucher Directory with Transaction Date

Vendor	Transaction Number	Transaction Date	Fiscal Description	Voucher
	Transaction Reference		Memo	Amount
	Account Number		Title	

Johnsons Home & Garden

44224		12/5/2016	2016 - December - 2nd Dec Batch for 12/15 Council	
411320				
	401-000-000-534-80-31-01		Operating Supplies	$81.75
Total 411320				$81.75
411328				
	001-000-270-576-80-31-03		Operating Supplies	$47.21
	Drum Liner			
Total 411328				$47.21
Total 44224				$128.96
Total Johnsons Home & Garden				**$128.96**

Modular Space Corp

44225		11/26/2016	2016 - December - 2nd Dec Batch for 12/15 Council	
501830762				
	December Rental			
	001-000-248-518-20-45-01		MDRT-Bldg Rental-Modspace	$1,958.06
Total 501830762				$1,958.06
501830772				
	December Rental			
	001-000-254-518-20-45-01		Facilities-Bldg Rental/Modspace	$3,454.57
Total 501830772				$3,454.57
Total 44225				$5,412.63
Total Modular Space Corp				**$5,412.63**

Office Products Nationwide

44226		12/2/2016	2016 - December - 2nd Dec Batch for 12/15 Council	
879347-0				
	Municipal Court Supplies			
	001-000-120-512-50-31-00		Operating Supplies	$138.83
Total 879347-0				$138.83

Vendor	Transaction Number / Transaction Reference / Account Number	Transaction Date	Fiscal Description / Name / Title	Voucher Amount
	879923-0			
	City Hall Supplies			
	001-000-180-518-90-31-00		Office Supplies City Hall	$229.15
	Total 879923-0			$229.15
	Total 44226			$367.98
Total Office Products Nationwide				$367.98
U.S. Postal Service (Black Diamond)				
	44227	12/5/2016	2016 - December - 2nd Dec Batch for 12/15 Council	
	120116 USPS BD			
	PO Box Annual Renewal Fee			
	001-000-214-521-20-42-03		Police Postage	$140.00
	Total 120116 USPS BD			$140.00
	Total 44227			$140.00
Total U.S. Postal Service (Black Diamond)				$140.00
	Vendor Count 4		Grand Total	$6,049.57

City of Black Diamond
Payroll Register November 2016

Number	Name	Fiscal Description	Amount
19241	Paper Paycheck	2016 - November - Month End	$692.00
19242	Paper Paycheck	2016 - November - Month End	$408.04
19243	Paper Paycheck	2016 - November - Month End	$5,251.74
19244	Paper Paycheck	2016 - November - Month End	$1,048.53
19245	Paper Paycheck	2016 - November - Month End	$3,464.99
19246	AWC Sup Life	2016 - November - Month End	$16.00
19247	BD Police Officers Association	2016 - November - Month End	$720.00
19248	City of Black Diamond Flex	2016 - November - Month End	$80.00
19249	Dept of Labor and Industries	2016 - November - Month End	$2,884.89
19250	Employment Security Dept	2016 - November - Month End	$779.02
19251	Joseph Kaufman - Leoff1	2016 - November - Month End	$115.40
19252	King County Superior Court Clerk	2016 - November - Month End	$989.05
19253	Teamsters Local 117	2016 - November - Month End	$949.49
19254	Trusteed Plans Service CP LTD	2016 - November - Month End	$823.44
19255	**VOID**	**2016 - November - Month End**	**$0.00**
ACH Def Comp	Washington State Treasurer	2016 - November - Month End	$3,205.00
ACH for Taxes	City of Black Diamond Taxes	2016 - November - Month End	$51,622.76
ACH Retirement	Dept of Retirement Systems	2016 - November - Month End	$28,242.44
ACH to Aflac	Aflac	2016 - November - Month End	$128.44
ACH to AWC	AWC Employee Benefit Trust Copay	2016 - November - Month End	$37,150.86
ACH to AWC2	AWC Employee Benefit Trust	2016 - November - Month End	$4,898.69
November 2017 Draw	ACH Direct Deposit	2016 - November - Month End	$35,245.00
November Payroll	ACH Direct Deposit	2016 - November - Month End	$89,606.83
			$268,322.61

BLACK DIAMOND CITY COUNCIL MINUTES
April 7, 2016
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

PRESENT: Councilmembers Deady, Morgan, Edelman, Weber and Pepper.

ABSENT: None

Staff present: Carol Morris, City Attorney; Seth Boettcher, Public Works Director; Andy Williamson, MDRT/Ec Dev Director; Barbara Kincaid, Community Development Director; Peter Altman, Labor Attorney; and Mary Jane Bohn, Deputy City Clerk

Councilmember Pepper **moved** was made by Councilmember Pepper to waive the council rules to allow the council to consider this resolution immediately. She noted the reason for doing this is because the resolution is an amendment to the council agenda.

Councilmember Edelman noted being handed seven resolutions and asked which resolution Councilmember Pepper is referring to.

Councilmember Pepper stated this motion waives the rules to place this resolution before the Council and asked for a second. Councilmember Morgan **seconded** the motion.

Councilmember Pepper stated this is about adopting, recognizing, and documenting the Council approved agenda for its April 7 Council meeting.

Again, a **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to waive the council rules to allow the council to consider this resolution immediately. A resolution of the City Council of the City of Black Diamond, King County Washington adopting, recognizing and documenting the council approved agenda for its April 7 Council Meeting. She further **moved** to adopt this resolution. The resolution changes tonight's agenda. This is the agenda that the Mayor Pro-Tem Morgan and herself approved on Sunday and asked to be noticed and distributed to you. She also stated preparing supplemental packets for everyone.

Councilmember Pepper stated on the new agenda it is **item #7.**

There was Council discussion around this.

A point of order was called by Councilmember Pepper to please confine remarks to the motion on the floor.

Councilmember Morgan read the whereas statements and the sections of the resolution into the record.

A point of order was called by Councilmember Morgan noting she has the floor.

Council discussion continued.

A point of order was called by Councilmember Weber stating Councilmember Morgan has the floor.

Council discussion continued.

A point of order was called by Councilmember Pepper stating there is a motion on the floor and everyone has had time to speak.

Council discussion continued.

Councilmember Pepper called the question.

Vote: Motion **passed** 3-2 (Edelman, Deady).

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Presentation – Planning Commission Awards
Mayor Benson awarded our Planning Commission members Mr. Roth, Mr. Kuzaro and Mr. Davis and thanked them for their service.

Presentation – Eagle Creek Unfinished House
Terry Yankovich Black Diamond spoke to Council regarding the unfinished house in Eagle Creek Development. She noted this unfinished house is a hazard, eye sore and brings property tax values down. She also noted that residents in the community have signed a petition regarding this house to try and get something done and are looking for some guidance from the City.

Community Development Director Kincaid reported on the demolition permit and building permit for this home.

CONSENT AGENDA

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Morgan to adopt the Consent Agenda.

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

The Consent Agenda was approved as follows:

1) Claim Checks - April 7, 2016-No. 43322 through No. 43374 and EFTs in the amount of $121, 481.67

2) Minutes - Special Joint Meeting Council/Planning Commission of March 8, 2016

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Pepper to reorder the agenda have item number five moved up on the agenda to item number one.

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

PUBLIC COMMENTS:

Bob Edelman-Black Diamond spoke to Council.
Point of Orders called by Councilmember Pepper and Weber.
Robin Taylor, Black Diamond spoke to Council.
Jason Seth, Black Diamond spoke to Council.
Mark Taeschner, Lake Sawyer spoke to Council.
Leann Garcia, Black Diamond spoke to Council.
Gary McClain, Attorney for the applicants spoke to Council.
Irwin (Sam) Pace, Black Diamond spoke to Council.

PUBLIC HEARINGS: None

5) AB16-027 – Resolution Approving Final Plat for Diamond Ridge

Community Development Director Kincaid gave a brief summary to Council on this item and Public Works Director Boettcher also reported to Council on this item.

There was Council discussion around this item.

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to adopt Resolution16-1085, approving the final plat approval for Diamond Ridge Sub-Division (PLN15-0044); setting forth supporting findings and fixing a time when the final plat shall become effective.

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

Mayor Benson addressed Councilmember Pepper regarding going into an executive session to discuss collective bargaining now rather than have the attorney wait one hour or more until the end of the council meeting.

Councilmember Pepper said the executive session should be at the end as the agenda states.

There was discussion between Councilmembers.

A **motion** was made by Councilmember Deady and **seconded** by Councilmember Edelman to move the executive session to now and convene for ½ hour and then return.

Vote: Motion **passed** 4-1 (Pepper)

EXECUTIVE SESSION:

At 8:01 pm Mayor Benson announced an executive session as authorized under RCW 42.30.140(4) to discuss collective bargaining and to also discuss with legal counsel potential litigation pursuant to RCW 42.30.110(1)(i). The executive session is expected to last for 30 minutes.

A 15 minute extension was called.

Mayor Benson called the meeting back to order at 8:45 pm.

UNFINISHED BUSINESS:

3) Claim Checks - March 17, 2016 - No. 43280 through No.43321 and EFTs in the amount of $177,543 April 7, 2016 – No. 43322 through No. 43374 and EFTs in the amount of $121,481.67

Councilmember Weber discussed March 17 claim checks that he pulled along with the minutes from January 21 and will discuss that later.

Councilmember Weber **moved** to table the one claim check for $10,000-voucher 43294 to DKS Associates and approves the remaining March 17, 2016 claim checks. He stated he has questions for the Mayor.

There was discussion between Councilmembers and Mayor.

Councilmember Pepper **seconded** the motion.

There was continued discussion between Councilmembers and the Mayor.

Point of Order was called by Councilmember Pepper.

Discussion continued between Councilmembers, Mayor and staff.

Vote: Motion **passed** 3-2 (Edelman, Deady)

4) Minutes - Council Meeting of January 21, 2016

Councilmember Weber wanted to discuss council meeting minutes from January 21 that were pulled. He would like to discuss numbered pages 1-19 and then added attachments. He is proposing if external documents are added to minutes, he would like to know who they are from and notated.

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Edelman to amend the minutes and add who documents are from.

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

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Edelman to accept the amended meeting minutes of January 21, 2016.

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

5) AB16-027 – Resolution Approving Final Plat for Diamond Ridge

Item number five was moved and addressed first after the consent agenda.

6) AB16-022A – Resolution Authorizing an Agreement with ReturnMeds

Councilmember Morgan briefed Council on this item.

Point of Order was made by Councilmember Edelman to have the Police Chief address this item.

Councilmember Morgan read the resolution into the record.

Councilmembers discussed this resolution.

A **motion** was made by Councilmember Morgan and **seconded** by Councilmember Weber to adopt the resolution authorizing the Mayor to execute an agreement with ReturnMeds in support of a secure, convenient medicine return program to reduce the public safety and environmental impacts of unwanted medicines.

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

NEW BUSINESS:

7) AB-XXX – Resolution Adopting, Recognizing, and Documenting the Council Approved Agenda for its April 7 Council Meeting

Mayor Benson noted item number 7 was addressed at the beginning of the meeting.

8) AB16-025 – Resolution Approving Collective Bargaining Agreement with Public Works Unit for first reading

A **motion** was made by Councilmember Morgan and **seconded** by Councilmember Pepper to refer to budget and finance committee that meets on 4/18 at 6:30 p.m.

Vote: Motion **passed** 3-2 (Edelman, Deady)

9) AB16-026 – Resolution Approving an Agreement with DKS for Transportation Comprehensive Plan Update for first reading

A **motion** was made by Councilmember Morgan and **seconded** by Councilmember Weber to refer to budget committee that meets on 4/18 at 6:30 p.m.

Vote: Motion **passed** 3-2 (Edelman, Deady)

10) AB16-XXX -Resolution Regarding Dismissal of Robert Edelman Lawsuit introduced by Councilmember Morgan

Councilmember Morgan read the resolution into the record and noted that this would be taken up at the Government Operations committee meeting on 4/14.

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to pull this entirely off the agenda.

Vote: Motion **failed** 2-3 (Pepper, Weber, Morgan)

11) AB16-XXX- Resolution Recognizing the Legality of Council Standing Committees introduced by Councilmember Pepper for first reading

Councilmember Pepper read the resolution into the record.

Point of Order was raised by Councilmember Weber that Councilmember Pepper has the floor.

Councilmember Pepper continued to read the resolution into the record.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to move this resolution recognizing legality of council standing committees for first reading to the government operations and administration committee meeting next Wednesday, the 13th of April.

There was discussion between Councilmembers.

Vote: Motion **passed** 3-2 (Edelman, Deady)

12) AB16-XXX- Resolution Regarding the Proper Noticing of Council Agendas introduced by Councilmember Morgan for first reading and assigned to the Government Operations Committee

Mayor Benson shared this has effectively stopped and slowed down City Business.

Councilmember Morgan introduced and read the resolution into the record.

A **motion** was made by Councilmember Morgan and **seconded** by Councilmember Pepper introducing for first reading and assigning to the Government Operations committee a resolution regarding proper noticing of Council Agendas. RCW 35A.12.120

Vote: Motion **passed** 3-2 (Edelman, Deady)

Councilmember Morgan noted the meeting is on 4/14. There was discussion regarding the correct meetings dates that were stated on items 10 and 11.

Councilmember Pepper made a blanket statement that next week there are two standing meetings, Wednesday, April 13th is the Growth Management meeting and Thursday, April 14th is the Government Ops meeting.

13) AB16-XXX-Resolution Regarding the City Newsletter and Communications to the Public- for first reading to be referred to the Government Operations and Administrative Committee.

Point of Order called by Councilmember Pepper for the Mayor as the presiding officer to refrain from debating debate.

Councilmember Morgan noted this item is for first reading and assigned to the Government Operations committee meeting on the 14th she continued to read the resolution into the record.

A **motion** was made by Councilmember Morgan and **seconded** by Councilmember Pepper- for first reading and sent to the Government Operations committee on April 14 at 6:30 p.m. **No vote was taken.**

There was discussion between Councilmembers and it was noted the above resolution will be discussed at the April 14 at 6:30 p.m. meeting.

14) AB16-XXX—Resolution Requiring Council Pre-Approval Before Payment of all Claims and Calling for Expedited Compliance with Requirements of RCW42.24 and BDMC Section 3.23 Payment of City Claims or Obligations.

There was discussion between Councilmembers and City Attorney Morris.

Councilmember Weber read the resolution into the record for first reading.

There was discussion between Councilmembers, Mayor, and City Attorney.

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Morgan for a first reading of resolution requiring Council pre-approval before payment of all claims and calling for expedited compliance with the requirements of RCW 42.24 and Black Diamond Municipal Code Section 3.23 payment of city claims or obligations and referring it to the Budget and Finance Committee.

Vote: Motion **passed** 3-2 (Edelman, Deady)

15) AB16-XXX-Resolution Regarding the City's Contract Legal Services-for first reading to be referred to the Government Operations & Administration Committee

There was discussion between Councilmembers.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to suspend the rules so that Council can act on this resolution tonight. **No vote was taken on this motion.**

Councilmember Pepper read the resolution into the record and asked for a second. It was **seconded** by Councilmember Morgan.

Vote: Motion **passed** 3-2 (Edelman, Deady)

Mayor Benson stated she will not be signing this.

DEPARTMENT REPORTS:

Public Works

Public Works Director Boettcher reported on the Food Waste Program in conjunction with Maple Valley and Covington. He also reminded folks of the Recycle Event on April 30th.

Mr. Boettcher reported on the urgency of the chlorine system. He noted it is beyond its useful life here in Black Diamond and is getting harder to maintain. He strongly urged Council to move forward with this; if this is not acted on ASAP the contractor may not honor its bids any longer. This is normal city business and we are implementing what you asked us to do. Our last effort if this breaks down is to call City of Tacoma and turn water on from Tacoma and the cost would be about $14,000 per month. The cost to each customer would be about $15-$16 each month.

Mayor Benson asked if anyone would like to suspend the rules and approve this contract tonight.

There was discussion between Councilmembers

A **motion** was made by Councilmember Deady and **seconded** by Councilmember Edelman to suspend the rules and approve this contract tonight.

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

A **motion** was made by Councilmember Deady and **seconded** by Councilmember Edelman to adopt Resolution No. 16-1088 authorizing the Mayor to sign a contract for Pump Tech Inc. to supply and install a new 12 pound per day on-site sodium hypochlorite generation system for the City's Springs water source.

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

Community Development

Community Development Director Kincaid reported to Council that the planning and permitting offices are getting busy. She also discussed the City has a need for Council to consider a Professional Services Agreement with BHC Consultant to provide building official services to the City; the City is required by law to have a building official.

Ms. Kincaid also discussed the need for the DKS contract to allow them to finish up the work on the transportation element of the Comprehensive Plan update.

There was discussion between Councilmembers.

Finance

Finance Director Miller noted taking personal pride for doing her job. She noted never encountering a situation where Council is not approving bills. She reported on public safety concerns for citizens to be able to call 911. If we can't pay our bills this impacts the police department, citizens, phones, contractors, projects, water testing, metro sewer bill, traffic, environment, etc...we cannot delay paying bills we are required to pay.

There was discussion between Councilmembers.

MAYOR'S REPORT:

Mayor Benson reported she attended a Miners Day meeting in Enumclaw School foundation fundraiser, a public safety meeting, finance meeting and a management meeting. She shared some statistics from the beginning of the year that our legal costs are double from what it was last year and also noted the amount of meetings held this year and public disclosure requests we have received this year as compared to this time last year.

COUNCIL REPORTS:

Councilmember Deady reported that she attended a foundation luncheon, legislative dinner. She read questions she has for the three majority Councilmembers and hoped they

could answer them tonight and if not they could answer them in an email. She also noted she will be submitting this document so it can be part of the record.

Councilmember Morgan noted being on the budget committee. She also noted calculating out that if your family lives in the City of Black Diamond, the City of Black Diamond is spending $9,000 a year for every family who lives here. She checked with other immediate neighbors (Covington, Maple Valley, and Enumclaw) and they are spending $4,000 to $6,000 per year. She noted this being a third more than other cities are spending. She discussed sending an email asking to view the supporting documentation for the vouchers and received an email back saying there is no time today to review the supporting documentation and waited and waited and still there has not been a convenient time. She noted she would like to have a standing invitation to come in and review the supporting documentation when it is convenient to the City.

Councilmember Deady mentioned that all items in preparation of the Council agenda for consideration at a Council meeting should be turned in to the City Clerk by 10 a.m. nine days prior to the scheduled Council meetings in order to get on the agenda. And those items receiving a do pass from committee be placed on the next regular agenda.

Councilmember Edelman shared that she attended a Miner's Day Committee and Enumclaw School luncheon. She noted the reason the City is spending more money on families in Black Diamond because we are a smaller population of households.

Councilmember Weber shared about the Monday Budget meeting & Growth Management meeting. He noted for those interested in the Comprehensive Plan update there is an upcoming Joint Council and Planning Commission meeting on this issue.

Councilmember Pepper commented that she has been doing the work for the City of Black Diamond for the people that are here and also for the people not here. She noted that for staff the committee meetings go on and looks very much forward to working with you.

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Andy Williamson representing Teamsters spoke to Council.

Bob Edelman, Black Diamond spoke to Council.

Brian Derdowski, Black Diamond spoke to Council.

Mark Hill, Lake Sawyer spoke to Council.

Brock Deady, Black Diamond spoke to Council.

Robbin Taylor, Black Diamond spoke to Council.

ADJOURNMENT:

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to adjourn the meeting. Motion **passed** with all voting in favor (5-0).

The meeting ended at 11:06:29 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

DRAFT

Bob Edelman comments 4/7 Council Mtg

During the Executive Session of the March 17th Council Meeting, Councilmember Morgan left the Council Chambers, joined Kristen Bryant, and walked out of sight around the corner of the hallway. After a one to two minute discussion with Ms. Bryant she went back into the Council Chambers and said, in response to a comment, that she had the right to talk to her lawyer. That was a lie. Kristen Bryant is not a lawyer.

I asked Ms. Bryant what she and Erika had talked about and she replied that they did not talk about anything! That was a lie.

Robin Taylor submitted a public records request for the information that had been disclosed in the hallway. Ms. Morgan responded in an email that she went into the toilet. That was another obvious lie. There were plenty of witnesses to the fact that she didn't. Ms. Morgan also responded that "Kristen and I were in that area of the hallway" and "we may have said hello but that is all". That was her lie number three and her biggest lie.

Councilmember Morgan and Save Black Diamond like to say that we need more openness and transparency. That's absolutely true. Erika Morgan needs to explain what she and Kristen Bryant discussed in the hallway and why she has lied about what happened. Let's have some openness.

Comments by Robbin Taylor given at 4-7-2016 City Council meeting

I have listened to the audio of the April 5, 2016 Gov't Ops Committee meeting. Even though Resolution 16-1081 regarding the replacement of the On-Site Sodium Hypochlorite Generation System was never given a first reading at a Council meeting, nor was it referred to a committee, it was discussed and decisions were made. Councilmember Morgan voiced the following concerns:

1. The Water System Supply Plan is expired and must be updated so Council can know that this project is the highest priority

   My comment: *Perhaps it would be more logical to update the Plan after the entire Springs Reconstruction project is finalized*

2. Staff report says City has received funds from Oak Point and Palmer Coking Coal in the amount of $153,609.21 per WSFFA for the Springs Reconstruction project, but those funds are earmarked for other projects, not just this one

   My comment: C*orrect, but the$61,175 for this project is apparently included in that $153k*

3. Staff report says the current treatment system is beyond its useful life, but the proposal says the City wants to ***upgrade*** (emphasis Councilmember Morgan's) to meet increasing water demands

   My comment: *Apparently "upgrading" is synonymous with "underhanded".*

Councilmember Morgan went on to state "I believe that the main reason for doing this project is to meet the increasing water demands mostly from the Yarrow Bay, Oak Point MPDs." Councilmember Morgan states the basis for this belief is that the current pump is 400 gpm and the new pump will be 1100 gpm.

If an old 400 gpm pump will soon become inadequate why would it be a smart thing to replace it with a new 400 gpm pump? Then there is that sneaky word "upgrade", which can actually be found on each of the first three pages of Resolution 16-1081 as well as the first page of the RFP, it is readily noticeable should anyone take the time to read the Resolution. Staff has not performed some great slight-of-hand to get this passed the Council.

Councilmember Morgan ends with her conclusions:

1. This project is not a high priority
2. The City is way behind on maintaining the current water system
3. Councilmembers Morgan and Weber had questions about this during last year's budget review (I found no record of these concerns in the minutes from the December 7th, 10th, or 17th Council meetings of 2015)
4. Council cannot know for sure this project is highest priority until an updated Water System Supply Plan is brought forward

L. Taylor

It is absolutely stunning and beyond belief that Councilmember Morgan believes that upgrading the treatment system for our water supply is somehow NOT part of maintaining the current water system, especially when Councilmember Morgan speaks quite often about water and hydrology. This causes me to believe that her conclusions on this are based not upon her knowledge, but rather upon her personal bias and agenda. This decision is capricious and arbitrary.

Meanwhile water continues to flow through a 3-4 inch water supply line running above ground out to the construction site on the west side of town. How much water is being used now? Summer is coming and water usage increases. At what point will we exceed the 400 gpm of treated water? I know that Councilmembers Deady and Weber are on City water, I do not know about Councilmembers Morgan and Pepper. Councilmember Weber are you willing to allow untreated drinking water into your home? Into your neighbor's homes? What volume of untreated water are you willing to allow into our water supply system, 100, 200, 300 gpm? Can anyone here say "Flint, Michigan?" When the water treatment system fails the interconnect to the Tacoma water system will be opened and the water rates for citizens on City water will immediately skyrocket. We have plenty of water and this Council needs to insure we can continue to use our own water. Have Councilmembers Morgan, Weber and Pepper taken a tour of the Springs and the water supply system? Have you seen the condition of the crumbling slope which holds our water supply pipeline? To say that this crucial part of the City's clean water supply is NOT a high priority either speaks of vast ignorance, or vast personal bias and agenda.

Councilmembers Morgan and Pepper will cause the entire Springs Reconstruction project to die in committee because they are not thinking of the citizens of Black Diamond, they are only thinking of stopping Oak Point at every possible turn. If that means Citizens of Black Diamond are subjected to untreated drinking water followed by much higher water rates then so-be-it!

The idea that upgrading the pump to meet future demands benefits the Developer is akin to saying upgrading the fire services in Old Town benefits the MPDs. Councilmembers Morgan and Pepper are making decisions based upon an unbridled personal agenda, rather than the health and safety of Black Diamond citizens and these decisions could potentially cause much damage.

I ask here tonight that a vote be taken to call this Resolution out of Committee and have action taken on it tonight. I also ask that Councilmembers Edelman or Deady request that this vote be a rollcall vote. Make Councilmembers Morgan, Weber and Pepper put their names on this so when the water system fails, the Citizens know who to hold personally liable for this decision.

R Taylor

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:	Agenda Date: March 17, 2016	AB16-023
Resolution No. 16-1081 authorizing the Mayor to sign a contract with PumpTech, Inc. to supply and install a new 12 pound per day On-Site Sodium Hypochlorite Generation System	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): $61,175	Police – Chief Kiblinger	
Fund Source: WSFFA Partners	Public Works – Seth Boettcher	X
Timeline: Spring 2016	Court – Stephanie Metcalf	

Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator

Attachments: Resolution No. 16-1081; Small Works Contract; PumpTech Bid Proposal is exhibit A to the contract

SUMMARY STATEMENT:

The existing on-site chlorine sodium hypochlorite generation system, which injects the City's water supply with chlorine, is beyond its useful life and is incapable of producing enough chlorine for higher daily pumping levels. This need was recognized and included as subset of the Springs Reconstruction project, W1 in the City's Capital Improvement Plan.

The City advertised and received bid proposals from three different vendors. Upon review of the bid proposals the staff is recommending the award of the project to PumpTech, Inc.

FISCAL NOTE (Finance Department):

The upgrade of the chlorine system is included in the City's Springs Reconstruction project, which is funded by Oak Pointe, Inc. and Palmer Coking Coal as agreed to in the City's Water Supply and Facilities Funding Agreement (WSFFA). The Springs Reconstruction project is included in the City's Capital Improvement Plan and included in the 2016 budget.

The City has received funds from the Water Supply and Facilities Funding Agreement partners and has $153.609.21 on deposit to cover 100% of the expenses for this project.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 16-1081 authorizing the Mayor to sign a contract with PumpTech, Inc. to supply and install a new 12 pound per day On-Site Sodium Hypochlorite Generation System for the City's Springs water source.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
March 17, 2016		

R Taylor

RESOLUTION NO. 16-1081

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON FOR A CONTRACT WITH PUMPTECH, INC TO SUPPLY AND INSTALL A NEW ONSITE SOIDUM HYPOCLORITE GENERATION SYSTEM

WHEREAS, The existing on-site chlorine sodium hypochlorite generation system is beyond its useful life and will not produce enough chlorine for any higher daily pumping levels; and

WHEREAS, The upgrade of the chlorine system was included in the Springs Reconstruction project as funded by and contemplated in the City's Water Supply and Facilities Funding Agreement with the major land owners of the City; and

WHEREAS, The City has included the springs reconstruction in the City's Capital Improvement Plan; and

WHEREAS, The City has called for funds for this project and the City has received funds to cover 100% of the expense of this project; and

WHEREAS, The City has advertised and received bid proposals from three different vendors; and

WHEREAS, The City has evaluated the proposals and selected PumpTech Inc. to supply and install the equipment,

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

Section 1. The Mayor is hereby authorized to sign a contract with PumpTech, Inc to supply and install a new 12 pound per day On-Site Sodium Hypochlorite Generation System for the City's water system.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS ____ DAY OF ___, 2016.

CITY OF BLACK DIAMOND:

_____
Carol Benson, Mayor

Attest:

_____
Brenda L. Martinez, City Clerk

R Taylor

CITY OF BLACK DIAMOND
Department of Public Works
P.O. Box 599 – 24301 Roberts Drive
Black Diamond, Washington 98010

PUBLIC WORKS CONTRACT
SMALL WORKS (WITH BOND)

1. **Contract and Parties.** This Public Works Contract-Small Works ("Contract") is between the CITY OF BLACK DIAMOND, King County, Washington ("City"), a Washington municipal corporation and **PumpTech, Inc.** ("Contractor"), a corporation organized under the laws of the State of Washington, whose address is 12020 SE 32nd Street, Suite 2, Bellevue, WA 98005. The City and Contractor are each a "Party" and together the "Parties" to the Contract. The Parties agree as follows.

2. **Project.** The Parties enter into this Contract for purposes of Contractor providing the City with equipment and performing work for the City ("the Project"), generally described as:

   Upgrade and Replacement of the City's On-site Sodium Hypochlorite Generation System with a ClorTec OSHG System, as described in Exhibit "A" incorporated herein by this reference,

3. **Effective date.** This Contract becomes effective and binding upon the Parties, including each Party's heirs, successors, and assigns, immediately upon execution of this contract by both parties.

4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via facsimile or email. It is the responsibility of Contractor to notify the City in writing if any of the contact information appearing below should change. Any notices required shall be in writing and delivered to the following addresses. If notice by email, a hard copy shall be delivered or mailed the same date as email.

CITY CONTACT INFORMATION	CONTRACTOR CONTACT INFORMATION
CITY OF BLACK DIAMOND	PumpTech, Inc.
Mailing: P.O. Box 599	Doug Davidson
Delivery: 24301 Roberts Drive	12020 SE 32nd Street, Suite 2
Black Diamond, Washington 98010	Bellevue, WA 98005
Contact: Seth Boettcher	Tax I.D. #
Phone: (360) 886-5700	Ph: 425-644-8501
Fax: (360) 886-2592	Fax: 425-5629213
Email: sboettcher@ci.blackdiamond.wa.us	e-mail: pumptech@pumptechnw.com

R Taylor

Request for Proposal
City of Black Diamond
On-Site Sodium Hypochlorite Generation System

The City of Black Diamond (City) is in need to upgrade their existing on-site sodium hypochlorite generation system (OSHG) at their existing North Bank Pump Facility (NBPF) to meet increasing water demands. The City is requesting proposals from qualified OSHG manufacturers for the manufacture, supply and installation of the chlorination system to be incorporated and retrofit into the City's NBPF. An existing facility drawing and layout is attached.

The existing OSHG system is located in the City's North Bank Pump Facility and consists of the following equipment:

- On-site sodium hypochlorite generation system: 2-pounds per day, to be removed;
- Brine saturator: 30-gallons, to be reused;
- Product tank: 55-gallons, to be removed; and replaced with an appropriate sized tank
- Metering pump: 10.2 gallons per hour at 180 psi, to remain in use; a parallel and alternating 10 to 11 gallon per hour (180 psi positive displacement pump of the same manufacture and model shall be installed adjacent to the existing pump
- Metering pump chemical discharge piping is to remain in use.
- A new chlorine injector shall be installed.

Design Criteria

1. Current Design Pump Flow Rate: 400 gpm
2. Future Design Pump Flow Rate: 1,100 gpm
3. Chlorine Dose: 1.0 parts per million
4. Available Building Water Supply Pressure: 5 - 20 psi; a booster pump might be required
5. Water Temperature: ~47 °F; a water heater might be required
6. OSHG System Capacity: 12 pounds-per-day (ppd) should have capability for future expansion to 24-pounds per day with minor additions (i.e. no major equipment replacement, such as the rectifier)
7. Product Tank Volume: 216 gallon minimum and needs to be sized to appropriately fit within the south east corner of existing North Bank Pump Facility, see attached drawing.

Submittal Information

A. The location of the nearest emergency response maintenance technicians; Describe any warranties that are available; Describe your customer service and charge out rates.
B. Describe the typical order to delivery time for replacement parts as needed
C. Price of OSHG equipment, product tank and all appurtenances for a fully working system, List all equipment and appurtenances.
D. Price of equipment installation and specifically identify what is included in this work
E. Describe the electrical requirements of the new OSHG system.
F. Describe the advantages of the various pieces of OSHG equipment
G. Describe how the challenges of coordinating with control systems will be met
H. Determine who will provide the electrical wiring needs for the equipment installation and/or how this work will be coordinated. (subcontractor? In house staff? Is the permit included in the price?)
I. Provide a 20 year life cycle analysis
J. Provide at least 5 references.
K. Provide an itemized Lump Sum bid for the equipment and fully functional installation.

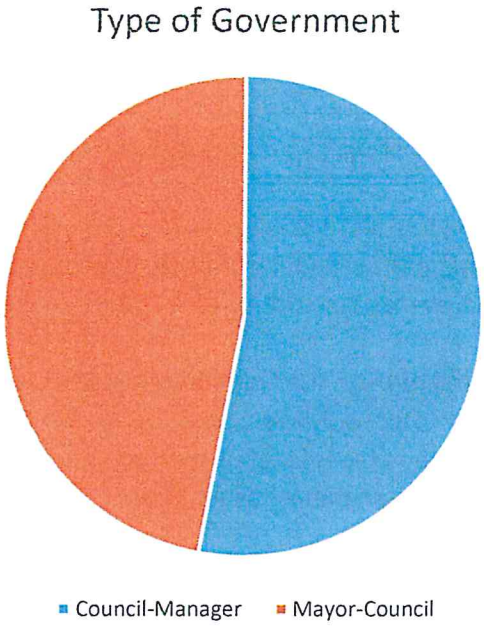
Evaluation and Selection Process

The City will review the proposal upon receipt and score each proposal based on proposal completeness, past performance, operations and maintenance considerations and capital cost, detailed as follows.

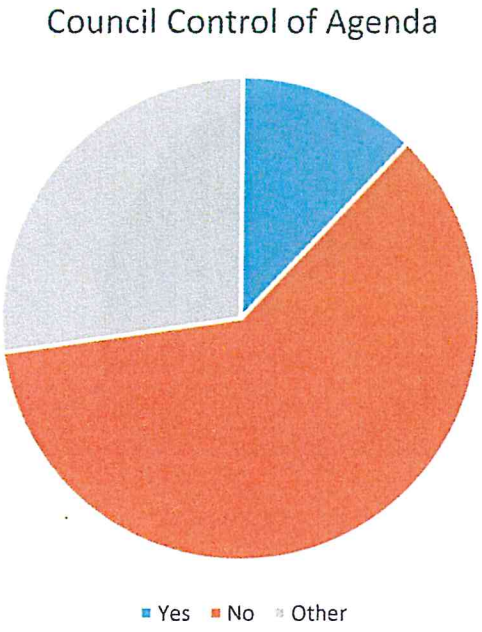
i. Completeness of Proposal – 10/100 points

Jason Kelly

I conducted a survey of cities in King County regarding Council control of Council meeting agendas. Of the 39 cities 34 responded to my survey. Here is some of the information I received:



Question: What form of government is your city? Of the 34 cities that answered, there was a slight edge of Council-Manager run cities (18) compared to Mayor-Council (16).

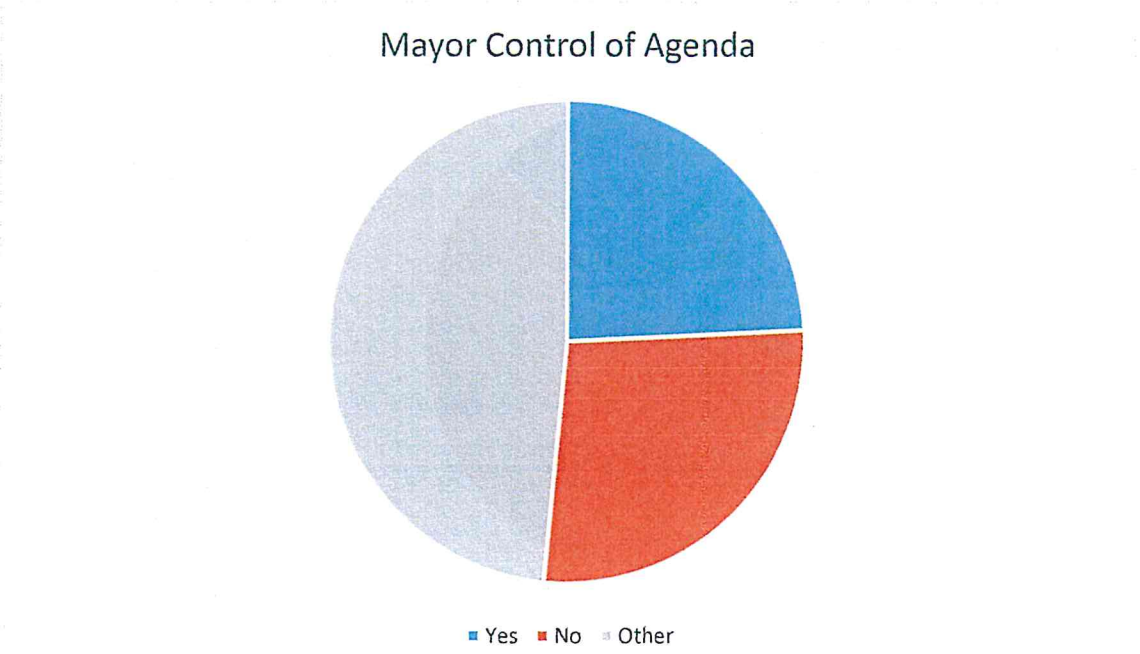


Question: Does your Council have complete control over the items placed on the agenda? One person skipped this questions so we have 33 out of 39 cities responding.

Yes – 4; 20 – No; and then 9 answered other. These "other" responses included:

Items can be placed on the agenda by the City Manager, the Mayor or three or more Councilmembers
The Council President approves the full-Council agenda, and three Councilmembers can request an item to be added to the Committee of the Whole or Regular Meeting agenda
Council may ask for items to be placed on the agenda
The Council President and CAO do
Staff are the primary originators of the Council agenda items, with the Council President setting/approving ALL Council agendas
The Council has a Proposed Agenda Schedule that they review at each meeting. Agenda items proposed by three Councilmembers will be placed on the schedule. Staff also places items on the Agenda Schedule. The Mayor and/or City Manager may place items on a Council mtg agenda according to the Schedule
Agendas are compiled from items coming through the Council Committees (we have 3). We have an agenda setting meeting where the Mayor, Deputy Mayor, Council Representative (rotating basis - Chair of Committee), City Clerk, City Attorney, and Chief of Staff attend and discuss and finalize the agenda and presentations, and order within the set parameters as set in the Council Rules of Procedure.

Two themes become evident to me: 1) Council rarely has complete control of the agenda, and 2) There is a spirit of cooperation between Councilmembers, the Mayor, and city staff. The lack of trust between elected officials, and between elected officials and city staff is highly detrimental to Black Diamond's future



Question: Does your Mayor control the placement of items on the agenda prior to the start of the Council meeting:

One person skipped this question also.

Yes: 8
No: 9
Other: 16

The other responses included:

Councilmembers can ask that items be removed from Consent. Sometimes the Mayor changes the order of the agenda if there is a lot of public in attendance for an item that is back on the agenda.

I don't think control is a proper word. It's a collaboration, with the mayor needing to 'buy in'.

The Mayor, City Manager or two Councilmembers can add items to the agenda before it is published. It is up to the Mayor and City Manager to decide which meeting to add the item to. Also, items can be added to an agenda at the beginning of the meeting with a majority vote in favor of adding it.

The Mayor reviews it and provides final approval, but items are placed on the agenda by staff and the City Manager. We also recommend that the Mayor not deny a request from a Councilmember to place an item on the agenda as it can still be brought up under new business and would look worse for the Mayor.

Somewhat. He has the power to alter placement, but rarely exercises it.

Mayor works with the City Manager of control of the placement of items in advance of the meeting

Yes if you're referring to additions and correction to the agenda before adopting agenda at the meeting

The Mayor along with Council may add items to the agenda.

The Mayor does have input on items coming before the Council; The Council President sets the agenda and can add items, as well as remove items; removal rarely occurs

Our Mayor, Deputy Mayor and City Manager meet to make the decision

The City Manager will email the Council prior to a meeting if an additional item needs to be added. The City Clerk is kept in the loop.

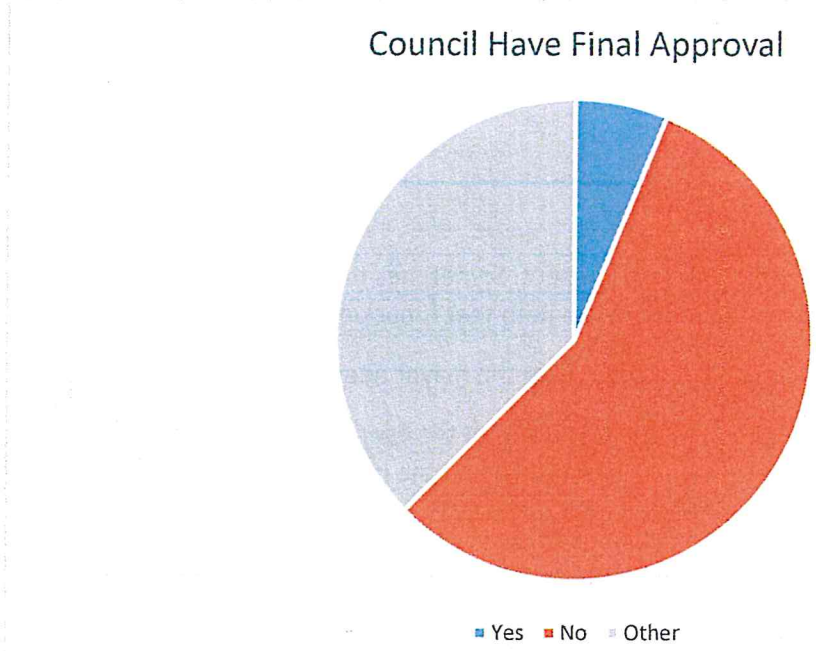
The Mayor runs the meeting. Council make take action at the beginning of the meeting to amend the agenda, which rarely happens.

Mayor and staff usually before. Council is allowed to place an item on the agenda also, but usually don't until adjustments to the agenda during the meeting.

Yes, but by control, staff drafts the agendas and he blesses them. we have a good mayor!

The Mayor and City Administrator meet with the Council President and Deputy President to review the draft agenda. Somethings we move items around.

Again: The two main themes are 1) Council does not have final say, and 2) there is collaboration and cooperation between the mayor and council and staff.



Question: Does Council have final approval of the agenda before it is published?

Yes – 2

No – 18

Other – 12

Two people skipped this question

Other responses included:

Mayor does not control; Council President has final

Before being published - No. But they do have to approve the agenda at the beginning of each meeting.

The Council President has the final approval of the agenda based on our Council Procedures Ordinance

A draft agenda is emailed to the Council prior to it being "published" for their review/comment. Since the Agenda Schedule is reviewed at each meeting this only happens occasionally. The City Manager keeps the Council informed if there is any late changes.

Mayor doesn't have any control over the agenda

The agenda is finalized by the Agenda Setting Committee as described previously. Any 2 councilmembers may request any item be added to the agenda.

No, and they adopted a policy that any one member can add items to the agenda at the meeting. depending on the topic, they often due this in advance of a meeting through staff w/council committees. let me know if you want me to send you the policy.

Not before it is published, but they make a motion to approve agenda as published or as adjusted

Just wanted to note, that we have a lot of consent item, and any councilmember can bring the item to regular business at the meeting.

Again: The main point being there is collaboration. My suggestion: First order of business after roll call, someone makes a motion to approve the Agenda (not the consent agenda) as written. Or if someone has item they want removed or added, that would be the time to make the motion.

The lack of transparency occurs when Black Diamonds distributes an agenda for a meeting, then 20 minutes later distributes a cancellation notice for said meeting. And then later distributes a new agenda on a different day (making it a special meeting) with essentially the same agenda items. This reeks of power struggles and control. This reeks of amateurishness and sophomoric outbursts. This makes the Council, especially those who are being given poor advice by people who do not even live in Black Diamond, look like bratty children who are simply determined make it be their way or the highway. Winning an election does not mean you get to do what you want to do, it means you get to do what those who voted for you want to do. Three of you need to learn that lesson. Because the majority of comments that I hear at every meeting is that you are not doing what the voters want. You have an agenda that is controlled by outside sources that controls your every move. Some of you cannot even utter a phrase or clear thought without first reading a cue card drafted by someone who does not even live in Black Diamond. I will have stated it before and I will state it again, if you do not live here then your opinion is not as significant as those who do. And if my elected officials believe otherwise they will be singing a new tune when the next election comes around. Because the only stable thing about this board is the ever-changing faces of those of you sitting at that dais.

If you believe that this Council is not performing its duties in accordance with local and state laws I advise you to file a complaint with the Washington State Auditor's office at https://portal.sao.wa.gov/saoportal/public.aspx/Hotline You can also contact

Michael L. Pursley
Assistant State Auditor
Washington State Auditor's Office
841 N. Central Avenue, Building C, Suite 201
Kent, WA 98032
253-372-6250
pursleym@sao.wa.gov

CITY OF BLACK DIAMOND

April 7, 2016 Regular Business Meeting Agenda

25510 Lawson St., Black Diamond, Washington

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

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Presentation – Retired Planning Commission Members Sheri Roth, Jim Kuzaro and Gary Davis — Mayor Benson

Presentation – Unfinished House in Eagle Creek Development — Terri Yankovich

CONSENT AGENDA:

1) **Claim Checks** - March 17, 2016 - No. 43280 through No.43321 and EFTs in the amount of $177,543.18
   April 7, 2016 – No. 43322 through No. 43374 and EFTs in the amount of $121,481.67
2) **Minutes** – Council Meeting of January 21, 2016, Special Joint Meeting Council/Planning Commission of March 8, 2016

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

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

3) **AB16-022A** – Resolution Authorizing an Agreement with ReturnMeds — Chief Kiblinger
4) **AB16-023A** – Resolution Authorizing an Agreement with PumpTech, Inc. — Mr. Boettcher
5) **AB16-024A** – Resolution Authorizing an Agreement with BHC for Building Services — Ms. Kincaid

EXECUTIVE SESSION: Executive session as authorized by RCW 42.30.140(4) to discuss collective bargaining and to also discuss with legal counsel potential litigation pursuant to RCW 42.30.110(1)(i). Possible final action may follow the executive session.

NEW BUSINESS:

6) **AB16-025** – Resolution Approving Collective Bargaining Agreement with Public Works Unit — Mr. Altman
7) **AB16-026** – Resolution Approving an Agreement with DKS — Ms. Kincaid
8) **AB16-027** – Resolution Approving Final Plat for Diamond Ridge — Ms. Kincaid

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

- Councilmember Deady
- Councilmember Morgan
- Councilmember Edelman
- Councilmember Weber
- Councilmember Pepper

ATTORNEY REPORT:

PUBLIC COMMENTS:

ADJOURNMENT:

City of Black Diamond 4/7/2016

Finance Director for Black Diamond- 8 years
Finance Director & worked in finance 31 years for City of Kent

Take great pride in doing the very best job for the city and citizens following rules, clear Financial Reporting, Cost saving for city and clean audits.

In my 31 years in City Finance, I have never encountered a council who did not approved paying the cities bills.

March 17-	177,543
April 7	121,481
Total of	299,024

I just have a hard time understanding why, anyone would put the **Cities Public Safety at risk** example

Valley Com 911 for Jan & Feb-risk citizens safety
Police Cenex gas bill for police cars-
Repairs to police Cars
Spillman Technology Annual records Maintenance costs
Enumclaw -Jail Costs
Police Uniforms, rifles. guns, training,
Police Station-PSE, Verizon, phones, copier costs
alreasy Paid -Gun permits to State-online eft process

Court -safey issue bill not aproved
Paying Judge
Paying Prosecutor & Public Defender
Paying Monthly State Share of fines to State and County
Paying all other court costs

Community Development
Paying contract planner working on Comp Plan
Paying Covington and Maple Valley Plan check/Ins
effects elementry school process
Paying city postage eft - for mailing business licenses, permits etc

Public Works
paying Contractors working on current capital projects
Downtown Water line repl-CBDG-
Roberts Drive/Rock Creek
WSFFA Chlorine prj
all PW maintenance costs
locates, water testing

Marci Jane
Notes from
Mary Miller
Report
to Council
4-7-2016

Metro monthly Sewer charges-al;ready collected revenue

MDRT

all MDRT Consultant costs-that are 100% reimbursed
traffic, Evnvironment, civil engineering
all MDRT building and maintenance costs that are 100% reimbursed

City General

Mod rent-for community Development, Public Works, City Hall
Land Rent, Technology to record council meetings
PSE, Garbage, Telephone, Technology, Phones, copiers, paper etc.
Park, Gyms & Street mainance costs, sani cans etc
Credit Card costs, including police training, postage, Passport postage etc

State Auditor bill for January 2016
State Monthly Excise Tax-on line report required for all busineses

I'm sorry, I just don't understand.

Tamie Deady April 4th

1. Why was your Agenda changed?
2. Why was there so many changes to your agenda last being at 2:40pm this afternoon?
3. Why is councilmember Edelman & myself not included on emails?
4. Why was a dissusion made to do a "DOpass" on April 4th before the committee meetings on Mondays & Thesdays?
5. Was a introduction slip filled out by council member Pepper & morgan for tonights meeting?
6. Who is tracking these introduction slips? Are they made public at submission? Are they presented to council at time of resolution or ordance?
7. Why are these resolution not getting a first reading? And then sent to committee? so the public hears the concerns or questions council may have? And hear what staff - Attorney - mayor have to say.
8. Council member edelman & myself have asked the council to suspend rules, but Council member Pepper you said that we are going to follow the rules - No suspending them! Why is it ok for you 3 councilmembers -

Tamie Deady April 7th

break (Suspend) the rules but when asked by Edelman + myself we get a "No answer"!?

9. Explain to me what a first reading is?

10. The council as a whole needs to have a discussion on each agenda item that is brought forward as a first reading. So staff can prepare a statement on the item and attend council meeting. Then the Public hears from staff - city attorney - mayor and all 8 council members. Then move to a committee for further review for any new questions or information. Why is this not a good idea? this way the Public is prepared for the committee meeting.

11. Introduction Slips — This is considered a rolling meeting - Lets say Councilmember Edelman + I want to put a item on the agenda - We fill out a introduction slip send it to council member Morgan for approval - or not. Doesn't this constitute a rolling meeting? And if council member Morgan Approves then doesn't that appear to the public that the resolution or ordance will pass as it appears to have 3 favorable votes?

Tamie Deady April 7th

12. How is any of this open & transparent? Council member Pepper?
13. Canceling the contract with Morris law - how is this legal? Council member Pepper.
14. Are the 3 council members saying the Council can end any contract for any reason at any time?
15. Collective bargaining agreement - Why are we not haveing an executive session? not on your agenda?
16. Why was councilmember Janie & I not given the introduction slips until Monday April 4th?

BLACK DIAMOND CITY SPECIAL COUNCIL MINUTES
May 19, 2016
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the regular meeting to order at 1:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Morgan, Edelman, Weber and Pepper.

ABSENT: None

Staff present was: Jamey Kiblinger Police Chief, Brenda L. Martinez, City Clerk, Jana King, Deputy Finance Director, and May Miller, Finance Director

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Presentation
Exit Conference – State Auditor's Office

Representatives from State Auditor's office gave an overview on information about their office and discussed their department's mission and goal. Their message is they really want to partner with local governments and be a resource. She discussed the accountability audit and the risk based approach they take – they are not looking at 100% of all areas they look at state-wide areas which the focus changes from year to year. They discussed the financial statement audit regarding the City's 2013-2014 audits and what was can be looked at. It was also noted the other audit they perform is a single audit; this is a federal single audit. If Black Diamond were to receive in excess of $750,000 in federal funds, they would then come out and do a Federal single audit with a federal deadline that we have to take into consideration. Their office also comes to investigate fraud or suspect fraud of an agency.

They highlighted areas of this audit and thanked the staff especially the finance department for working with them diligently during the audit period. They also discussed there were no material changes that needed to be made on the financial statements. As noted in their report - in their opinion, the financial statements present fairly, in all material respects, the financial position and results of operations of the City of Black Diamond, for the years ended December 31, 2014 and 2013, on the basis of accounting described in Note 1.

It was stated that audit reports are available to the public on their website for any Government Municipalities. They issue quarterly Newsletter connections as a useful resource as well as free training through their website. It was noted audit costs for Black Diamond will be about $49,000 and the City is on a two year audit cycle. It was discussed they have a help desk available for any of our audit clients. They talked about their FIT program for cash basis entities and noted it has won some nationwide awards. They also stated they have trainings available for new Government Employees.

ADJOURNMENT:

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to adjourn the meeting. Motion **passed** with all voting in favor (5-0). The meeting ended at 1:45 p.m.

ATTEST:

_____ _____

Carol Benson, Mayor Brenda L. Martinez, City Clerk

DRAFT

BLACK DIAMOND CITY COUNCIL MINUTES
May 19, 2016
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

PRESENT: Councilmembers Deady ,Edelman

ABSENT: Councilmembers Morgan, Pepper, Weber

Mayor Benson stated that the three Councilmembers that are absent are not excused.

There is no quorum attendance for this meeting.

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

Mayor Benson stated that our Attorney, Yvonne Ward has a couple of memos to read on conduct of the meetings and being excused for a meeting or cancellation of a meeting and on conduct during a Council Meeting.

Attorney Ward discussed an email she had received from Councilmember Pepper requesting that she should notify the City Clerk to remove the notice of the regular schedule Council Meeting for today as the three members did not like the agenda. She shared the only way this meeting can be cancelled is if there is another ordinance or a state law that authorizes cancellation. There is no ordinance or state law that allows cancellation by anyone. One provision of state law would be for inclement weather or natural disaster.

Attorney Ward discussed a memo regarding a resolution changing ordinances. Resolutions cannot supersede ordinances. This document is attached and incorporated into the minutes. Ms. Ward discussed her preliminary memo she prepared on removal of a Councilmember and she discussed what she knows. This memo is attached and incorporated in the minutes.

She shared that consequences are severe for failure to hold or not attend a meeting to include civil penalties, criminal penalties and forfeiture of office. She read into the record RCW.98A.80.010 (official misconduct) and RCW42.20.100 (failure of duty by public officer) and 42.20.080

Mayor Benson noted that no business will be conducted tonight as there is not a quorum. However, they will continue with discussion and public comments.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

CONSENT AGENDA:

PUBLIC COMMENTS:

Bob Edelman, Black Diamond spoke

Ron Taylor, Black Diamond spoke

Angelina Taylor, Port Orchard spoke

Robin Taylor, Black Diamond spoke

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

4) Claim Check-(March 7, 2016)-No. 43294 DKS Associates in the amount of $10,000

There was discussion around this item.

7) AB16-032A-Resolution Awarding Jones Lake Overlay Project to Lakeridge Paving Co, LLC-

Seth Boettcher discussed the bid and wondered if we could award this contract tonight. The contractor may not honor the bid due to time constraints.

There was discussion around this with the Attorney.

8) AB16-028A- Resolution Authorizing Conservation Grant Agreement with PSE for the LED Streetlight Conversion Project

Seth Boettcher noted that PSE was anticipating that this grant be approved.

There was discussion around this and question around approval by Council or by the City?

9) AB16-029A- Resolution Authorizing a Water Quality Grant Agreement with King County for the North Commercial Stormwater Treatment Facility Project

Seth Boettcher noted if we do not act on this one due to grant deadlines, he is hesitant to apply staff time for the rest of the funding for this project. Attorney Ward noted not seeing anything that requires council approval; however, it needs more investigation.

11) AB16-033A-Resolution Approving Professional Services Contract with Parametrix, Inc. for Design of Covington Creek Culvert Replacement

Seth Boettcher commented that this has been tabled a couple of times, this needs to be complete by the end of the year. If the City is not showing due diligence not moving forward with this project, why would King County grant us extra time. We really need to move forward with this.

12) AB16-016B- Resolution Accepting Dept. of Ecology Grant for 2015-2017 Stormwater Capacity Grant

Seth Boettcher shared that the effect of not acting on this one is working with an austere Stormwater budget and not being able to move forward with the full program as anticipated this year.

Attorney Ward noted receiving an email from Councilmember Pepper regarding ILA issue with Covington. The memo has been incorporated into the minutes.

Ms. Kincaid discussed the two items: **a)** the inter-local agreement between Black Diamond and Maple Valley for building inspection services **b)** DKS contract for transportation

There was discussion around this item.

NEW BUSINESS:

Hiring a New City Attorney

Mayor Benson noted conducting interviews with two attorney firms on Friday and one on Monday. We had three good interviews.

Attorney Ward noted RCW that states the City shall have a City Attorney. She noted researching this and prepared a memo on this issue which is attached and incorporated into the minutes. Her recommendation is that the Mayor has authority to retain council.

13) AB16-021B- Resolution confirming Mayor's Appointment to Civil Service Commission

Mayor Benson reported on this item from January. Erika Morgan spoke 45 minutes two weeks ago on this issue and stated that she needs more research.

There was discussion around this vacancy being open for more than one year.

Attorney Ward commented on the legal consequences for not acting.

14) AB16-024C-Resolution Authorizing an Agreement with BHC for Building Services

Ms. Kincaid discussed the BHC contract. She asked that the Council please consider a two year contract with a very qualified firm to perform building services for Black Diamond.

DEPARTMENT REPORTS:

May Miller, Finance Director shared that without a quorum in attendance, there was no approval to pay the cities bills. We have never missed a payment. As of now, until Council approves them, they are holding the checks. The payment for the Fire District that pays for our fire service, this check is our obligation as well as the refund to the school district. These are all important critical items. Tonight there is no council meeting, no consent. We are trying to do our best as officers of the city.

There was discussion around this item.

15) Resolution Requiring Pre-Approval of Voucher Payments

Attorney Ward discussed a memo she prepared in regards to item 15 on the agenda (resolution requiring preapproval of voucher payments by Councilmember Weber). This memo is attached and incorporated into the minutes regarding ordinances and resolutions. She stated it is unconstitutional.

There was discussion around this item.

MAYOR'S REPORT:

Mayor Benson applauded May Miller for having a clean audit. The auditors commented about how cooperative the staff was. They discussed how seventy percent of cities do cash accounting in the state. Kudos go to May Miller.

The Mayor also noted that there are two items under council reports but no council material was provided. We did put it on the agenda, but no packet material so no discussion on that.

COUNCIL REPORTS:

Councilmember Deady reported City Attorney reviews and noted discussing a six month trial period. Also attended an Audit exit meeting; reviewed vouchers with staff; read a statement regarding a statement she read on the hiring of the City Attorney and wanted to make it clear that it was not discussed as a whole council.

There was discussion around this item.

ATTORNEY REPORT:

Mediation at the last council meeting was voted 5-0 by the council and Attorney wondered what the status was of this.

Mayor Benson noted reaching out to the council on which they preferred out of the four applicants and only heard back from Councilmember Deady and Edelman. Mayor stated there was no response from the other three Councilmembers.

Attorney noted she has been getting a lot of contact with the public regarding records requests. She noted some inquiries deal with questions around criminal activity with certain elected officials and she has an ethical duty to do her due diligence to look into this and can't say more about this.

Mayor Benson stated we are not having an Executive Session

PUBLIC COMMENTS:

Andy Williamson, Black Diamond –representing Teamsters Union 117 spoke.

Angelina Taylor, Port Orchard spoke.

Brock Deady, Black Diamond spoke.

Judy Goodwin, Black Diamond spoke.

Ron Taylor, Black Diamond spoke.

Kristine Hanson, Black Diamond spoke.

Bob Edelman, Black Diamond spoke.

Brian Derdowski, Black Diamond spoke.

Terry Yankovich, Black Diamond spoke.

EXECUTIVE SESSION: None

DRAFT

ADJOURNMENT:

Meeting was adjourned at 8:59 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

DRAFT

YVONNE KINOSHITA WARD LLC

128 14th Street Southeast, Auburn, Washington 98002
253 887-8686

RECEIVED
CLERK OFFICE

MAY 19 2016

BY:

MEMORANDUM

TO: Mayor Carol Benson
CC: City Council; Chief of Police
FROM: Yvonne Kinoshita Ward, Attorney at Law
DATE: May 19, 2016
RE: Conduct at Council Meetings

Dear Mayor Benson,

A. INQUIRY

On 5/8/16 I received an email from Councilmember Weber asking for a legal memorandum regarding removal of council members and "the temporary dismissal of the Presiding Officer." You concurred that a legal memorandum would be helpful to City Officials and the public. I have completed extensive research on this subject. However, due to the many other legal memoranda I had to prepare for this week's agenda, I will provide a summary only with a detailed analysis to follow.

B. SUMMARY

1. The Presiding Officer's Authority.

Based on federal and state law, the Presiding Officer has the authority to maintain order during public meeting and may cause a person, including a councilmember, to be removed if that person is disruptive. Disruption includes continuing to speak when ruled out of order. The Presiding Officer should give a warning first to provide the person an opportunity to cease disruptive behavior. A recess is also recommended to give time for the offending party to assess the warnings. The Presiding Officer can ask the Sergeant at Arms (here, the police chief or her designee), to remove the offending party.

There is no statute, case, or ordinance that allows the decision of the Presiding Officer to be challenged or overruled.

2. *Removal or Dismissal of a Presiding Officer.*

There is no statute, case, or ordinance which authorizes the removal of a Presiding Officer by the legislative body.

However, a Presiding Officer is treated the same as any other person if he or she commits certain criminal offenses in the presence of a commissioned law enforcement officer. For example, if a presiding officer assaults, threatens, or impairs public safety, law enforcement officers can exercise their authority and discretion as they do for all citizens. However, there is no authority for law enforcement to remove a presiding officer merely at the request of the Council.

Very truly yours,

YVONNE KINOSHITA WARD LLC

Yvonne Kinoshita Ward

Yvonne Kinoshita Ward
Attorney at Law

YVONNE KINOSHITA WARD LLC

128 14th Street Southeast, Auburn, Washington 98002
253 887-8686

RECEIVED
CLERK OFFICE

MAY 19 2016

BY:

MEMORANDUM

TO: Mayor Carol Benson
CC: City Council
FROM: Yvonne Kinoshita Ward, Attorney at Law
DATE: May 19, 2016
RE: Resolution 1069

Dear Mayor Benson,

I have in hand two legal memoranda, one from City Attorney Carol Morris and the other from the Insurer, indicating the rules proposed at Resolution 1069 are illegal. I have requested from Council members any authority or legal memoranda on this issue, but none has been presented to me.

A. SUMMARY

Based on those memoranda and my preliminary research, it appears the attempt to establish new rules through Resolution 1069 is illegal on three grounds:

1. Violation of the Open Public Meetings Act;
2. Criminal Misconduct; and
3. Ultra Vires (exceeding or conflicting with law).

I will provide a more detailed memorandum later. Briefly, there is evidence that Resolution 1069 was the product of meetings in violation of the Open Public Meeting Act, RCW 42.30 et seq. This renders 1069 *void ab initio,* that is, void from the outset.

I have also been presented with evidence which may suggest criminal misconduct surrounding the drafting and enactment of 1069. This would raise significant legal questions as to its validity.

My initial research indicates that the Council may have exceeded its authority in passing Resolution 1069. The law is clear that acts taken without or in excess of authority are void at the outset.

B. RECOMMENDATION

The City may not engage in illegal conduct and it may not sanction illegal conduct. Given the evidence which suggests possible violations of civil and criminal laws, until these issues are resolved the City must come down on the side of legality and not take any steps to sanction illegality. Given the apparent invalidity of Resolution 1069, it would be improper to enforce it.

C. CAVEAT

This opinion is offered based on the legal memoranda and evidence which has been presented to me, as well as my initial research. The recent issues arising in Black Diamond requiring immediate attention have not allowed me to provide a more detailed analysis, which I will be able to do after the May 19, 2016 Council Meeting.

Very truly yours,

YVONNE KINOSHITA WARD LLC

Yvonne Kinoshita Ward
Attorney at Law

yvonne ward

RECEIVED
CLERK OFFICE

MAY 19 2016

BY: BLM

Yvonne ward

From: Carol Benson <CBenson@ci.blackdiamond.wa.us>
Sent: Wednesday, May 18, 2016 1:40 PM
To: yvonneward2013@gmail.com
Subject: FW: Cancel May 19th

From: Brenda Martinez
Sent: Wednesday, May 18, 2016 1:39 PM
To: Carol Benson
Subject: FW: Cancel May 19th

Brenda L. Martinez, CMC | City Clerk / HR Manager City of Black Diamond

NOTICE OF PUBLIC DISCLOSURE: This e-mail is public domain. Any correspondence from or to this e-mail account may be a public record. Accordingly, this e-mail, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

-----Original Message-----
From: Erika Morgan
Sent: Wednesday, May 18, 2016 10:04 AM
To: Brenda Martinez
Subject: RE: Cancel May 19th

Hello Brenda,
I concur.

Thank You,
Erika Morgan
BDCC pos #2

From: Pat Pepper
Sent: Tuesday, May 17, 2016 4:59 PM
To: Brenda Martinez
Cc: Carol Benson
Subject: Cancel May 19th

Councilmembers, (blind copy to council to prevent reply all)

The incorrect and unapproved agenda is still on line for May 19. Therefore, I request that the May 19th City Council meeting be cancelled. Please send a reply to the city clerk stating "cancel" if you agree.

Thank you.
Pat Pepper
Council President

Yvonne ward

From: Carol Benson <CBenson@ci.blackdiamond.wa.us>
Sent: Wednesday, May 18, 2016 7:17 AM
To: yvonneward2013@gmail.com
Subject: FW: Cancel May 19th

FYI

From: Brian Weber
Sent: Wednesday, May 18, 2016 6:47 AM
To: Brenda Martinez
Cc: Carol Benson
Subject: FW: Cancel May 19th

Resending to include the Mayor.

Brian Weber
Black Diamond City Council
Position 4
253-508-0397

"If everyone is thinking alike, then somebody isn't thinking."
George S. Patton

From: Brian Weber
Sent: Tuesday, May 17, 2016 7:59 PM
To: Brenda Martinez
Subject: RE: Cancel May 19th

Cancel.

Regretably,

Brian Weber
Black Diamond City Council
Position 4
253-508-0397

"If everyone is thinking alike, then somebody isn't thinking."
George S. Patton

From: Pat Pepper
Sent: Tuesday, May 17, 2016 4:59 PM
To: Brenda Martinez
Cc: Carol Benson
Subject: Cancel May 19th

Councilmembers, (blind copy to council to prevent reply all)

The incorrect and unapproved agenda is still on line for May 19. Therefore, I request that the May 19th City Council meeting be cancelled. Please send a reply to the city clerk stating "cancel" if you agree.

Thank you.
Pat Pepper
Council President

=

RECEIVED
CLERK OFFICE
MAY 19 2016
BY:
Yvonne Ward

RCW 9A.80.010

Official misconduct.

(1) A public servant is guilty of official misconduct if, with intent to obtain a benefit or to deprive another person of a lawful right or privilege:

(a) He or she intentionally commits an unauthorized act under color of law; or

(b) He or she intentionally refrains from performing a duty imposed upon him or her by law.

(2) Official misconduct is a gross misdemeanor.

[**2011 c 336 § 408**; 1975-'76 2nd ex.s. c 38 § 17; **1975 1st ex.s. c 260 § 9A.80.010.**]

NOTES:

Effective date—Severability—1975-'76 2nd ex.s. c 38: See notes following RCW **9A.08.020**.

*Failure of duty by public officers: RCW **42.20.100**.*

YVONNE KINOSHITA WARD LLC

128 14th Street Southeast, Auburn, Washington 98002
253 887-8686

RECEIVED
CLERK OFFICE

MAY 19 2016

BY:

MEMORANDUM

TO: Mayor Carol Benson
CC: City Council
FROM: Yvonne Kinoshita Ward, Attorney at Law
DATE: May 19, 2016
RE: Resolutions May Not Supersede Ordinances

Dear Mayor Benson,

There appears to be confusion regarding resolutions and ordinances.

Ordinances are laws and policies binding upon all citizens within a municipality's jurisdiction, while resolutions state an opinion or position. Consequently, ordinances can be modified or amended only by ordinances: "An ordinance may be repealed only by another ordinance and not by resolution." *Sommerfeld v. City of Seward,* 375 N.W.2d 129, 133 (1985). See also *RCW 35.21.540, 560.*

There is no debate on this issue; it is a universal doctrine: "An ordinance cannot be amended, repealed, or suspended by a resolution."[1] Thus "it takes a law to repeal a law, and ... an ordinance may be repealed only by another ordinance and not by resolution." *Cross v. Soderbeck, 288 N.W.2d 779 (1980).*

I have attached reference materials which may assist the Council.

Very truly yours,

YVONNE KINOSHITA WARD LLC

Yvonne Kinoshita Ward

Yvonne Kinoshita Ward
Attorney at Law

---

[1] *C. Rhyne, the Law of Local Government Operations § 8.7 (1980); 6 E. McQuillin, The Law of Municipal Corporations § 21.13 (3d ed. 1980).* See also *J.D. Abrams, Inc. v. Sebastian, 570 S.W.2d 81, 86 (Tex.Civ.App.1978).*

7 Chapter Seven
Ordinances and Resolutions

The city council takes official action by two means: resolutions and ordinances. Both of these play important roles in their own respective ways, and they share certain similarities. But there are distinctions between the two, and it is good to know the differences.

The distinction between an ordinance and a resolution is in subject matter, not terminology. An ordinance cannot be changed into a resolution merely by calling it a resolution, nor may the requirements for enacting an ordinance be bypassed by simply passing a resolution. A resolution generally states a position or policy of a city. An ordinance is more formal and authoritative than a resolution. An ordinance is a local law that usually regulates persons or property and usually relates to a matter of a general and permanent nature.

Passage of an ordinance involves three steps, the first of which is the introduction of the proposed ordinance at a council meeting.

Next, the city clerk or city attorney either reads the entire ordinance or reads just the caption of the ordinance and allows the person proposing it to provide an explanation. There is no state law requiring that ordinances be read aloud in their entirety. In addition, there is no generally applicable state law that requires multiple readings of an ordinance. (Some home rule charters, however, do provide for more than one reading.) If the ordinance is short, the council may wish to have it read in full for the benefit of any citizens present. If the ordinance is long and technical, the usual practice is to settle for a brief summary and general explanation of the purpose of the ordinance.

Third, the ordinance is debated by the council and either defeated, postponed, referred to a committee for further study, or approved. If the ordinance is approved, it is then signed by the mayor and attested to (certified) by the city secretary or city attorney.

Because of the relatively cumbersome procedures involved in enacting an ordinance, it is important to know when an ordinance is required and when less formal kinds of council action will suffice. Though there are no absolute standards that apply, these three rules of law may help:

(1) Any council enactment that regulates persons or property and imposes a fine for violations must be in the form of an ordinance. This requirement is based on the principle that there must be a printed law and citizens must have some notice that it is in effect before they can be subjected to a fine.

(2) An enactment must always be in the form of an ordinance if the state law authorizing the particular action requires an ordinance. Examples include the creation of a planning and zoning commission or setting the tax levy for the next fiscal year.

(3) An ordinance is required to amend or repeal an existing ordinance.

Compatibility of Ordinances with State and Federal Laws

An ordinance is void if it conflicts with the U.S. Constitution, the Texas Constitution, or a federal or state law. Also, even though an ordinance might be valid at the time it was passed, if a law subsequently enacted by the state legislature conflicts with the ordinance, the ordinance is void.

An ordinance is invalid if the courts determine that the state legislature intended to preempt the field with regard to the subject addressed in the ordinance. Conversely, if an ordinance supplements and is in harmony with the law, the ordinance will be sustained. But if the legislature has preempted the field, no ordinance except those specifically authorized by statute may be enacted in such field.

Examples of conflicts that have caused ordinances to be ruled invalid include:

- ★ an ordinance prescribing a different penalty from that imposed by state law where the ordinance and the law dealt with the same type of offense;
- ★ an ordinance restricting the hours of operation of liquor stores to fewer than those authorized under the state Alcoholic Beverage Code;
- ★ an ordinance legalizing an activity or business that was prohibited by state law; and
- ★ an ordinance in conflict with the Interstate Commerce Clause of the U.S. Constitution.

Reasonableness

An ordinance that is arbitrary, oppressive, capricious, or fraudulent will be invalidated by the courts. The courts can inquire into the validity of ordinances. The courts usually will not substitute their judgment for that of the city council; but if an ordinance is not in compliance with lawful requirements, the courts may overturn it.

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Ordinances, Resolutions, and Other Legislation

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An ordinance is generally used to designate a local law of a municipal corporation, duly enacted by the proper authorities that prescribe general, uniform, and permanent rules of conduct, relating to the corporate affairs of the municipality[i]. An ordinance, a local law, or a regulation enacted by a city council or other similar body under powers delegated to it by the state is legislative in nature by its own definition[ii].

A local ordinance is a municipal legislative enactment. An ordinance passed in pursuance of express legislative authority is a law and has the same effect as a local law, and it may prevail over a general law upon the same subject[iii]. Therefore, an ordinance is equal to a municipal statute and it governs matters not already covered by federal or state law.

In *Baltimore v. Clunet*, 23 Md. 449 (Md. 1865), the court observed that a valid law may be passed, to take effect upon the happening of a future contingent event, even if that event involves the assent to its provisions by other parties. The same principle applies to an ordinance passed by a municipal corporation provided:

- the subject matter of the ordinance is within the legislative powers delegated to the corporation;
- it does not appear that the contingent event is foreign to the subject matter of the ordinance.

However, ordinances that directly or indirectly permit acts or occupations which the state statutes prohibit, or to prohibit acts permitted by statute or constitution, then the validity of ordinances will be null and void[iv].

It is to be noted that a municipal ordinance differs from a resolution. They are two significantly distinct government actions. The term "ordinance" means something more than a mere verbal motion or resolution. It must be carried out with the formalities, solemnities, and characteristics of an ordinance, as distinguished from a simple motion or resolution[v].

Whereas, a resolution encompasses all actions of the municipal body other than ordinances. A resolution deals with matters of a special or temporary character and an ordinance prescribes some permanent rule of conduct or government to continue in force until the ordinance is repealed. An ordinance is a legislative act and a resolution is an expression of opinion or mind or policy concerning some particular item of business coming within the legislative body's official cognizance[vi]. It is to be noted that an ordinance can be repealed only by another ordinance and not by resolution[vii].

Generally, the adoption of documents outside of an ordinance or regulation through the principle of incorporation by reference is valid if such document is sufficiently identified and is made a part of the public record. However, the principle of incorporation by reference applies only in the absence of a statutory or charter provision to the contrary[viii]. Similarly, an ordinance cannot at the same time establish a paper as a public record and incorporate it by reference as a previously established public record[ix].

Municipalities have general powers, subject to other provisions of law to enforce ordinances and to prescribe penalties for violations. In some jurisdictions, the violation of an ordinance is punished with fine or imprisonment or both[x]. However, a municipality has no power to punish a violation of its ordinances unless the ordinance involved forbids the specific activity alleged.

[i] *Smith v. City of Papillion,* 270 Neb. 607 (Neb. 2005).

[ii] *Tanner v. Green Forest*, 302 Ark. 170 (Ark. 1990).

[iii] *Gould v. Baltimore*, 120 Md. 534 (Md. 1913).

[iv] *Heubeck v. Baltimore*, 205 Md. 203 (Md. 1954).

[v] *Rushing v. Georgiana,* 374 So. 2d 253 (Ala. 1979).

[vi] *Benson v. De Soto,* 212 Kan. 415 (Kan. 1973).

[vii] *Smith v. City of Papillion,* 270 Neb. 607 (Neb. 2005).

[viii] *McKee v. City of Geneva,* 280 Ga. 411 (Ga. 2006).

[ix] *Durand v. Love,* 254 Mich. 538 (Mich. 1931).

[x] *Bookey v. Kenai Peninsula Borough,* 618 P.2d 567 (Alaska 1980).

Ordinances, Resolutions, and Other Legislation: Related Pages

- Enactment and Validity
- Operation and Effect
- Violation and Enforcement

YVONNE KINOSHITA WARD LLC

128 14th Street Southeast, Auburn, Washington 98002
253 887-8686

RECEIVED
CLERK OFFICE
MAY 19 2016
BY:

MEMORANDUM

TO: Mayor Carol Benson

FROM: Yvonne Kinoshita Ward, Attorney at Law

DATE: May 18, 2016

RE: 5/19/16 Council Meeting Item 6: Building Inspection Services

Dear Mayor Benson,

A. INQUIRY & SUMMARY

On 5/6/16 I received an email from Councilmember Pepper regarding the Building ILA issue. I called Councilmember Pepper and left a message but did not hear back. I emailed Councilmember Pepper and did not receive a response. Her inquiry appeared to focus on your authority to cancel the prior ILA with Covington and the basis thereto.

Without having heard back from Councilmember Pepper, I focused my research on what is apparent from her email. In summary: the Mayor has a statutory duty to ensure that all contracts are faithfully performed to the best interest of the City. Therefore, if there were facts to suggest the contract was not being faithfully performed by Covington personnel, you were authorized to terminate the ILA.

Regarding the factual basis thereto, the City must be careful in discussing matters that could impair or impinge the reputation of another. Therefore, to the extent there were performance issues, those should be first discussed in Executive Session because it could give rise to potential litigation. The Council can choose to waive the privilege attached to those discussions for deliberation in open session, as long as it understands the legal consequences of such waiver.

B. THE LAW REGARDING CONTRACTS

Under RCW 35A.12.100, mayors "shall see that all laws and ordinances are faithfully enforced and . . . that all contracts and agreements made with the city or for its use and benefit are faithfully kept and performed." The term "shall" in Washington statutes is mandatory.[1]

[1] "Fundamental to statutory construction is the doctrine that "shall" is construed as mandatory language." *State v. Goins, 151 Wn.2d 728, 749, 92 P.3d 181 (2004).*

The Washington Supreme Court has held the statute grants a mayor supervisory control over all contracts:

> The mayor had general statutory authority to oversee the drafting and execution of the contracts. . . . In fact, his mayoral duties **require** him to "see that all contracts and agreements made with the city or for its use and benefit are faithfully kept and performed."

In re Robinson, 156 Wn.2d 704, 708-09 (2006). Therefore, you had authority to cancel the contract if it was not being faithfully kept and performed.

There is little, if any, risk of liability for such termination because there are no restrictions on termination within the contract itself.

C. THE LAW REGARDING DISCLOSING THE BASIS FOR TERMINATION.

The facts suggest a causal basis for termination of the contract. As noted above, the City must be careful in what is says publicly to avoid giving rise to a defamation lawsuit. To the extent the basis was performance related, it should first be discussed in Executive Session under RCW 42.30.110 (1) (i). The Council can then decide to waive privilege and discuss the issue openly after understanding the risks of litigation by doing so.

Very truly yours,

YVONNE KINOSHITA WARD LLC

Yvonne Kinoshita Ward

Yvonne Kinoshita Ward
Attorney at Law

YVONNE KINOSHITA WARD LLC

128 14th Street Southeast, Auburn, Washington 98002
253 887-8686

RECEIVED
CLERK OFFICE

MAY 19 2016

BY: _____

MEMORANDUM

TO: Mayor Carol Benson
FROM: Yvonne Kinoshita Ward, Attorney at Law
DATE: May 18, 2016
RE: Authority to Hire City Attorney

Dear Mayor Benson,

A. STATE LAW REQUIREMENT FOR LEGAL COUNSEL.

State law requires the City to have legal counsel:

> Provision **shall** be made for obtaining legal counsel for the city, either by appointment of a city attorney on a full or part time basis, or by any reasonable contractual arrangement for such professional services.

RCW 35A.12.020. The term "shall" in Washington statutes is mandatory.[1]

B. STATUS OF LEGAL COUNSEL.

At this time there is no information to suggest Carol Morris will return to her post as City Attorney for Black Diamond. As you know I am Emergency Interim City Attorney and will not be able to continue in this position. Due to the significant emergent issues involving land use, public works, growth management, etc., it is imperative that a permanent City Attorney be hired as soon as possible.

There were only three responses to the City's requests for proposals for the City Attorney position. All three candidates were interviewed. In my opinion all three candidates are qualified to serve as Black Diamond City Attorney.

C. YOUR OBLIGATION UNDER STATE LAW.

---

[1] "Fundamental to statutory construction is the doctrine that "shall" is construed as mandatory language." *State v. Goins, 151 Wn.2d 728, 749, 92 P.3d 181 (2004).*

The burden to ensure the City is in compliance with RCW 35A.12.020 statute falls upon you as Mayor, because state law mandates that mayors must "see that all laws and ordinances are faithfully enforced." RCW 35A.12.100.

Approval of the City Attorney by the City Council is not required under state law or Black Diamond ordinance. Therefore, in terms of the law, you may retain legal counsel for the City without approval of the Council if you so choose. The permanent City Attorney will be paid pursuant to the existing budget for legal services.

D. CONSEQUENCES FOR FAILURE TO ACT.

State law mandates Cities to have attorneys for good reason: without legal counsel, cities can be exposed to litigation, act illegally, and violate the rights of its citizens. The pending projects in Black Diamond require a permanent City Attorney to ensure compliance with federal, state, and local laws; to negotiate issues; and to provide for the safety and well being of Black Diamond Citizens as directed by the Mayor. Without permanent legal counsel, the City could lose its insurance and end up bankrupt from lawsuits.

E. RECOMMENDATION.

Based upon the statutory grant of power given to you to ensure all laws are adhered to and enforced, if the City Council does not approve one of the three applicants as City Attorney at the May 19, 2016, meeting, you should retain one of the three. The statute requires a City Attorney, the statute directs you to comply with this law, and no statute or ordinance requires Council approval if and when you execute this legal duty.

Very truly yours,

YVONNE KINOSHITA WARD LLC

Yvonne Kinoshita Ward

Yvonne Kinoshita Ward
Attorney at Law

YVONNE KINOSHITA WARD LLC

128 14th Street Southeast, Auburn, Washington 98002
253 887-8686

RECEIVED
CLERK OFFICE
MAY 19 2016
BY:

MEMORANDUM

TO: Mayor Carol Benson

FROM: Yvonne Kinoshita Ward, Attorney at Law

DATE: May 18, 2016

RE: 5/19/16 Council Agenda Item 15: Voucher Payments

Dear Mayor Benson,

Item 15 addresses pre-approval by the Council of all payments.[1] Based upon ordinances, statutes, and court opinions, this proposal is illegal and unconstitutional. In addition, the result would, according to the Finance Director, possibly result in the shutdown of core City functions such as police, jails, courts, etc. There is no legitimate argument that the City can take action on this resolution.

It should be noted that these very matters were just subjected to an extensive audit by the State Auditor's office. It appears that the Auditor is finding that the City is in full compliance with the statute and ordinance at issue.

A. ILLEGALITY AND UNCONSTITUTIONALITY.

Because this is an ordinance, it can only be changed by the ordinance process.[2] And how BDMC 3.23.030 is administered resides with the staff under the supervision of the Mayor.[3]

In addition, the proposed resolution is apparently an unconstitutional interference with contracts and thus illegal. In *Ruano,* the Washington Supreme Court held that legislative branch attempts to interfere with the financing of legislatively-approved policies violates

---

[1] BDMC 3.23 is attached as Exhibit A.

[2] RCW 35.21.540, 560. This is well established law: "An ordinance may be repealed only by another ordinance and not by resolution." *Sommerfeld v. City of Seward,* 375 N.W.2d 129, 133 (1985). It is a universal doctrine: "An ordinance cannot be amended, repealed, or suspended by a resolution." *C. Rhyne, the Law of Local Government Operations § 8.7 (1980); 6 E. McQuillin, The Law of Municipal Corporations § 21.13 (3d ed. 1980).*

[3] *See Washington Public Trust v. Spokane, 120 Wn. App. 892 (2004)* (council may not interfere with administration of a policy); *Ruano v. Spellman, 81 Wn.2d 820 (1973).* In *Ruano*, the legislative branch attempted to manage funding of an approved project. The Washington Supreme Court held that once a policy is legislatively adopted, the implementation of that policy was vested with the executive, not the legislative, branch.

Article 1, § 10 of the United States Constitution because it impedes contracts.[4] The Supreme Court also ruled it violates Article I, § of the Washington Constitution: "No law impairing the obligations of contracts shall ever be passed."[5] These constitutional prohibitions apply to cities.[6]

State law vests administration of ordinances with the Executive Branch. State law also imposes obligations upon the Executive to ensure compliance with state and federal Constitutions, state and federal statutes, and ordinances. Item 15 violates those laws.

B. SHUTDOWN OF THE CITY.

1. Compliance.

Finance director Miller has provided to the Council all reports, ordinances, and documents showing full compliance with BDMC 3.23. She also reports that as of this week, for the 8th straight year the City is receiving a clean audit. *See Miller Report at Exhibit B.*

2. Impact on City Functioning.

Director Miller has issued a report outlining catastrophic consequences of Item 15, including interfering with the function of the City to the verge of shutdown. As Exhibit B indicates, Council members declined to "pre-approve" the following law enforcement services, putting public safety at risk:

- 911
- Gas for Police Cars
- Repairs for Police Cars
- Police Records Services
- Enumclaw Jail
- Police phones, copiers, and police station power bills

In addition, criminal justice and government operations are at risk:

- Municipal Judge
- Prosecutors
- Public Defenders
- Court administration
- Rent for government buildings
- Technology to record council meetings

---

[4] *81 Wn.2d at 825.*

[5] *Id.*

[6] *Id.*

- Telephone, copiers, garbage, and power bills
- Street and garbage maintenance
- State taxes
- Contractors for Comp Plan
- Contractors for building inspections, including elementary school
- Contractors for Capital Projects such as
  - Downtown Water Line
  - Roberts Drive / Rock Creek
  - Chlorine Project
- Water Testing
- Public Works for safety – sewer backups, hazardous situations

C. YOUR RESPONSIBILITY AS MAYOR

RCW 35A.12.100 places numerous obligations upon you, Madam Mayor, to uphold the law, enforce contracts, maintain law and order, and ensure public safety:

> He or she shall see that all laws and ordinances are faithfully enforced and that law and order is maintained in the city, and shall have general supervision of the administration of city government and all city interests. . . .
>
> He or she shall see that all contracts and agreements made with the city or for its use and benefit are faithfully kept and performed.

Under this statute, you have both the authority and the duty to ensure no action is taken in violation of law or adverse to the City. To this end, you are empowered to decline to permit illegal actions of the City Council.[7] From a legal perspective:

1. Because Item 15 attempts to amend an ordinance by resolution, it is invalid.
2. Because Item 15 will impede contracts, it is unconstitutional.

From an impact perspective, that is an assessment for you and your staff.

Very truly yours,

YVONNE KINOSHITA WARD LLC

Yvonne Kinoshita Ward

Yvonne Kinoshita Ward
Attorney at Law

[7] *State v. Volkmer, 73 Wn. App. 89 (1994)* (Mayor is not required to endorse invalid actions); *In re Robinson, 156 Wn.2d 704 (2006)* (Mayor has the statutory duty to ensure that "contracts and agreements are faithfully performed").

Chapter 3.23

PAYMENT OF CITY CLAIMS OR OBLIGATIONS

Sections:

3.23.010 Payment of claims or obligations of the city.
3.23.020 Warrant and check authority.
3.23.030 Expenditures and disbursements.
3.23.040 Disapproval of claims.

3.23.010 Payment of claims or obligations of the city.

Claims or obligations of the city shall be paid by check or warrant as determined from time to time by the city administrator to be the most advantageous for the city. (Ord. 850 § 2 (part), 2008)

3.23.020 Warrant and check authority.

All warrants and checks shall be drawn and signed by any two of the following:

A. Mayor;
B. City administrator;
C. Finance director; or
D. City clerk.

(Ord. 850 § 2 (part), 2008)

3.23.030 Expenditures and disbursements.

The finance director, city administrator, city clerk or mayor of the city of Black Diamond are authorized to issue warrants or checks in payment of claims before the city council has acted to approve the claims only upon meeting all of the following conditions:

A. The finance director shall cause to be submitted to the city council for approval a listing of all such checks or warrants issued in payment of claims at a regularly scheduled public meeting within one month of issuance, and shall provide for the review of supporting documentation by the city council; and

B. The finance director, city administrator, city clerk and mayor have each furnished a fidelity bond in the amount of fifty thousand dollars for the faithful discharge of each of their duties; and

C. The council has adopted contracting, hiring, purchasing and disbursing policies that implement effective internal control. (Ord. 850 § 2 (part), 2008)

3.23.040 Disapproval of claims.

If, upon review by the city council, some claims are disapproved, the finance director and city administrator shall jointly cause the disapproved claims to be recognized as receivables and to pursue collection diligently until the amounts disapproved are collected or until the city council is satisfied and approves the claims. (Ord. 850 § 2 (part), 2008)

EXHIBIT A

City of Black Diamond 6/16/2016

As Finance Director for the City of Back Diamond, I
Take great pride in doing the very best job for the city and citizens following Laws & rules, clear Financial Budgeting and Reporting, Receipting and paying all City Revenue and Expenditures in a timely, Cost effective manner.

In my 31 years in City Finance, I have never encountered a council who did not approved paying the cities bills in a timely manner.

During my eight years as Finance Director of City of Black Diamond, I have received clean audits on each audit. The auditors focus on internal controls that safe guard the cities assets. For the past several years, the Mayor has set up a Council Finance Committee to review the Voucher details, including the departments Certification that the services were received and the Finance Director certification that all the services are received and that The bills are due. The auditors have just verified that the 2015 vouchers were documented, certified and pre-approved by a Council Finance Committee before they were sent to the full Council for approval.

The city has in place the following Ordinances adopted by Council guiding Black Diamond's payment of claims and Obligations.

Ordinance 08-850-naming the two check signers, Authorizing early release with three conditions.

Insurance Coverage-$1,000,000 employee coverage -AWC-RMCS

Ordinance 14-1035 documenting the Contracting Hiring , Purchasing and disbursing policies that implement effective internal controls, and preparing the Detailed Voucher documents available to be reviewed the Friday before Council meets to approve vouchers at their Council Meeting.

Mayor Benson has sent this information to the Council, but that is not acknowledged in their proposed resolution.

On March 17, 2016 Councilman Weber, Pepper, and Morgan did not approve payment of any of the cities $177, 543 in Vouchers.

This caused the city Attorney and Mayor to use Ordinance 08-850 and use the Early Payment authorization to pay the bills on time.

EXHIBIT B

Black Diamond is just like any citizen or Business, we are required to pay our bills on time or risk late penalties, violating contracts, or shutting down all vendor services.

Timing of City Council meeting can cause five payment dates in a month and require early payment of more vouchers. Cancellation & or rescheduling a council meeting, example July and December 2015, Causes many more vouchers to require early release payment to Make due dates, or Contract due dates. EFT's almost always cause early payment as postage and Gun Permits, Excise taxes are deducted when funds needed, no matter when councils meeting.

I have a hard time understanding why, any council would put the **Cities Public Safely at risk:**

Payment not approved on March 17, 2016 were:
Valley Com 911 for Jan & Feb-risk citizens safety
Police Cenex gas bill for police cars- Police cannot function with out gas
Repairs to police Cars-small vendors will not repair without payments
Spillman Technology Annual records Maintenance costs-no Police records
Enumclaw -Jail Costs- Could just let out prisoners??
Police Station-PSE, Verizon, phones, copier costs -This could shut off Police services to citizens
already Paid -Gun permits to State-online eft deductions would be in violation

Court -safety issue bills not approved could shut down court operations
Paying Judge- Requires timely payment
Paying Prosecutor & Public Defender
Paying Monthly State Share of fines collected and due to State and County
Paying all other court costs

Community Development-timely processing of Plan Check & Bldgs. Inspections.
Paying contract planner working on Comp Plan
Paying Plan check/Inspectors timely
effects elementary school Building process
Paying city postage eft - for mailing business licenses, permits etc.
Postage deductions by PO-are automatically deducted & early payments

Public Works-Contracts and Safety Items
paying Contractors working on current capital projects-Could shut down projects
Downtown Water line reply-CBDG-
Roberts Drive/Rock Creek
WSFFA Chlorine prj
all PW maintenance costs-could put citizens health at risk
locates, water testing--huge liability if not timely
Metro monthly Sewer charges-already collected revenue

MDRT-100% Reimbursed
all MDRT Consultant costs-that are 100% reimbursed
traffic, Environment, civil engineering
all MDRT building and maintenance costs that are 100% reimbursed

City General-Could shut down City services & Cause Safety Risks
Mod rent-for community Development, Public Works, City Hall
Land Rent, Technology to record council meetings
PSE, Garbage, Telephone, Technology, Phones, copiers, paper etc.
Park, Gyms & Street mainance costs, sani cans etc
Credit Card costs, including police training, postage, Passport postage etc
State Auditor bill for January 2016-come on-we can't even pay the auditors.
State Monthly Excise Tax EFT -on line report required for all business

If this resolution were passed, council committees would litteraly need to meet daily to pre-approve any potential Postage Electronic Deductions, State Gun Permit'Elctronic Deductions, Credit Card Electronic Deductions, Excise Tax Electronic Deduction or any invoice that has a due date before the next meeting.

The proposed resolution takes away the Mayor's and Finance Director's responsibility to provide internal Control and pay the Cities Vouchers and obligations in a timely manner. There are serious Safety, financial. Contractual and audit risks if this resolution were adopted.

May Miller
Finance Director
City of Black Diamond

Yvonne ward

From: May Miller <MMiller@ci.blackdiamond.wa.us>
Sent: Monday, May 16, 2016 2:38 PM
To: 'yvonneward2013@gmail.com'
Subject: FW: Black Diamond - May 19, 2016 Voucher review

From: Brian Weber
Sent: Tuesday, May 10, 2016 12:53 PM
To: May Miller
Cc: Carol Benson
Subject: RE: Black Diamond - May 19, 2016 Voucher review

Hi May,

I am not available to meet this week. I plan to review the vouchers when they are posted online and will contact you if I have any questions or concerns on Monday prior to my Budget Committee meeting.

Thank You,

Brian Weber
Black Diamond City Council
Position 4
253-508-0397

"If everyone is thinking alike, then somebody isn't thinking."
George S. Patton

From: May Miller
Sent: Tuesday, May 10, 2016 11:12 AM
To: Brian Weber
Cc: Carol Benson
Subject: Black Diamond - May 19, 2016 Voucher review

Councilman Weber,
The batch of vouchers for the May 19, 2016 Council meeting will be ready to review by 3:00 pm tomorrow May 11, 2016. We are available to meeting from 3:00-5:00 on Wednesday or Thursday, May 11 or 12th. We are unavailable on Friday May 13, 2016. Please let me know ASAP so we can schedule the meeting. My phone number is 360-886-5707.
Thanks
May Miller
Finance Director
City of Black Diamond

City of Black Diamond- Voucher payment dates

Every effort is made to include vouchers in regular payment dates (Council meeting dates), but if necessary, early check release or prepayments are made for any one of the following reasons:

1. Timing of Council Meeting dates-If Council meetings on 1 & 15, not enough time between 15th and first meeting next month for Council to meet Vendor payment due date.
2. Sometimes council meeting dates are canceled/or not held/or changed due to holidays and bills need to be paid, especially utility bills and bills with specific due dates.
3. Timing of cut off for receiving invoices 10 days before council meeting date. Not all customers get bills in by our cut off dates.
4. Contracts or invoices with specific due dates that do not always fall within Council approval dates. King County Metro (sewer treatment), Judge, Public Defender, Land and Building Lease, Modular lease, Copier lease, petty cash, Utility bills, Police Gas, Valley Com-911, KC Recording of documents, etc.
5. Department approving on vacation, sick leave, or invoice needing extra back up could cause missing due date without early release.
6. Electronic Funds Transfer with draws (EFT'S). U. S. Postage withdraws automatically when postage machine below $200.00. Other EFT'T for State portion or Gun Permit review, EFT'S for Department of Revenue –Excise Tax, EFT for First Bank Card payment, due with-in 10 days of invoice or late penalty, EFT's for US PO bulk mailing for Utility bills on last day of month.
7. Invoice where the city will receive a discount if paid by certain date.
8. Invoice where short timing until late penalty added-Home Depot Credit Care.
9. Timing of payment improves cash flow for Grant Reimbursement-CBDG or Master Development Review Team- Consultant Reimbursement.
10. Utility refunds due to sale of home and both customer and escrow pays, or other refunds that are due.
11. Past due invoice, where invoice has become lost in mail, or never received.

12. Registration for Staff Training, saving for early registration. Occasional reimbursement to staff if they used own credit card or paid own costs.
13. Court collects fines for City, State and County. Early payment may be needed for State and County portion that is due to their agencies.
14. Release of retainage in trust fund, when all documents approved and received.
15. Purchase of Equipment or vehicle or vehicle lights & decals, etc., or when small vendor delivers and requires the check on delivery or pick-up.
16. Prior month expenditure when payment needs to posted to prior month, especially in December, where books held open until January 20 of the following year.

RECEIVED
CLERK OFFICE
MAY 19 2016
BY:

The City Council Meeting for May 19

The Black Diamond City Council Requested that the Council meeting for May 19 be cancelled in accordance with long-standing Council Rule of Procedure 2.9.

The Council canceled the meeting because the wrong agenda was put on the website for public notice, as has happened many times recently.

The mayor has control over the website and public notice process, and has ignored Council requests to post an approved and correct agenda for public notice. This incorrect notice harms the public. If the preliminary agenda is very different from the actual agenda, this is not transparent or helpful. Those who have been at the Council meetings may have noticed that spending a lot of time at the beginning changing the agenda is also not helpful.

At the Council meeting on May 5, when Councilmember Morgan made a proper motion to revise the agenda, she was interrupted and called out of order by the Mayor. Morgan Appealed (see inset), and the Mayor then asked the attorney who said the Mayor had broad authority to remove councilmembers from the meeting!

Given that Morgan's conduct was orderly and following proper process at all times, but she was threatened with removal for changing the agenda, some members of the Council decided it was better not to hold a meeting for May 19 at all while there was still an incorrect agenda posted.

... Interim Attorney and Cancelling Meetings? In 2015 under Mayor Benson, three Regular meetings were cancelled. In 2014 and 2013, two regular meetings were cancelled. But as of today, the interim attorney issued an opinion that defies common sense, saying there is no way to cancel a Regular council meeting.

From the experts at "Jurassic Parliament": APPEAL

Keep the chair in line using appeal

BY ANN MACFARLANE

The "motion to appeal" is one of the least-known motions in Robert's Rules of Order, and the most powerful. All of us are very familiar with the role of the chair of the meeting. Under Robert's Rules of Order, the chair has the duty of keeping things on track. He is responsible for announcing each item of business, recognizing speakers, and for protecting the group from wasting its time.

Chair is subject to whole group

Few people know, however, that the chair is subject to the authority of the whole group. If the chair says that a given subject is not relevant to the discussion, or refuses to recognize someone who is entitled to speak, any two members can appeal. When that happens, the group makes the decision.

Just say "appeal!"

All that is necessary is for a member to say, "I appeal the ruling of the chair." If your group operates informally, the single word "Appeal!" will be enough. If another member then says "second," the chair must turn to the group as a whole to decide. Appeals pertaining to language and decorum cannot be debated, but other types may be debatable.

Process to handle appeal

1. Chair speaks first and explains the reason for the ruling.
2. (If appeal can be debated) Members debate the matter, each member speaking once.
3. Chair speaks again to sum up.
4. Members vote.
5. The outcome is decided by majority vote of the members.
   - If members vote in favor, the chair's decision is upheld.
   - If members vote against, chair's decision is overturned.
   - If there is a tie, then the chair's decision is upheld.

About the City Council Meeting Agenda

In January 2014, Washington State's Municipal Research Services Center (MRSC) offered this advisory:

"Does the mayor have the authority to control which items are placed on the agenda for a council meeting?

The city council's authority under RCW 35A.12.120 includes the authority to control the agenda for council meetings. ***The mayor is the presiding officer at council meetings but does not have the authority to control the agenda contrary to the council's wishes.*** *If a majority of the council votes to place an item on the agenda for discussion, then the must be placed on the agenda for discussion. The mayor does not have the authority to refuse to place on the agenda items the council wishes to discuss.*

The procedures for the conduct of council meetings are largely policy decisions within the discretion of the city council as long as they comply with state law. ***Cities often have specific procedures for placing items on the council agenda. This type of policy is within the control of the council to establish and there are many variations in procedure that are acceptable.***"

Public Notice Considerations

When an Agenda is publicly noticed that has not been properly approved according to Council Rules, the authority and work of the Council is obstructed.

When an Agenda is publicly noticed that has not been properly approved according to Council Rules, the public may be misled as to what business the Council intends to conduct.

When the mayor tries to control the Council agenda in a way that she is told plainly the council does not agree with, it results in confusion. The mayor can't prevent the Council from passing a motion to change the agenda at the meeting. When the Mayor orders the City Clerk not to issue the correct agenda through the City's Public Notice process (this usually occurs the week before the meeting_, the results are nothing but confusion and wasted time for the citizens, staff, and Council.

A Recent History of Black Diamond Council Meeting Agendas

Because the proper Council Meeting agenda has not been noticed to the public for the last 6 Council Meetings, the attempts by Councilmembers to try to get information to the public may have gone unnoticed. Here is a re-cap:

- The February 18 Council meeting agenda was prepared according to the Council Process. The week prior to the Council meeting, draft agenda items were reviewed by the Council President and Council Mayor Pro Tem, and they made changes to meet the rule that all Resolutions or Ordinances must be introduced by a Councilmember. They approved the agenda on the day the agenda has customarily been finalized – the Friday before the Council meeting.

- For the March 3 meeting, the Mayor refused to allow the Clerk to issue the agenda according to Council rules and instead issued an incorrect agenda. After requesting that the Agenda be changed to match the Council's process, which would give the proper information for Public Notice, and the Mayor's refusal, the Council cancelled the March 3 meeting. The Council instead called a special meeting for March 2 with the proper Agenda.

- At the March 17 meeting, the mayor declared she had authority to set the agenda and refused to public notice the Council-approved agenda. Council President Pepper notified the rest of the Council ahead of time by would be asking them to approve a substitute agenda with the correct council information. The Council voted to substitute that agenda at the meeting.

- At the April 7 meeting, the Mayor again issued the wrong agenda. The Council was told again – this time by a resolution written Monday after the wrong notice went out to the public the Friday before – that a substitute agenda would be brought forth at the meeting. The resolution was to be added to the Council packet for consideration, but in violation of both the old and the new Council Rules, the mayor did not add the resolution to the packet. The Council passed the resolution at the meeting and substituted the correct agenda.

- At the April 21 meeting, the Council input to the agenda was properly given, and ignored. Again the Council substituted the valid agenda when the meeting began. As with the previous two meetings, the substitution took well over 30 minutes with arguing and interrupting by the mayor, and discourteous comments that went unchecked from two minority councilmembers.

- At the May 5 meeting, the Mayor again interrupted a proper motion to change the agenda. She improperly called a recess to evade "points of order" made by Councilmember Morgan who as attempting to make the motion. After the recess, the Mayor had the interim attorney (who is not an expert in municipal law), declare that the mayor could remove anyone from the meeting, and implied that she would remove Councilmember Morgan if she changed the agenda. The Council then voted down 4 items they were still working on and were not ready for passage because where were not properly on the agenda.

Ron Taylor

RECEIVED
CLERK OFFICE
MAY 19 2016
BY:

The beauty of our democracy is that there should never be a concentration of power. There are 3 separate and discrete branches of government with checks and balances thus assuring that no single person or group controls our lives.

You were elected to *one* of these branches and your job is to legislate by considering and enacting matters of policy and law. Once policies and laws are formed by due process the legislative process is finished. From that point on it is the duty of the executive branch to carry out and enforce those policies and laws. When questions arise as to the creation or execution of these laws and policies (as they are bound to) it is the purview of our third branch of government, the court, to interpret and validate both the laws and their execution.

What I see in Black Diamond is an alarming departure from our democratic system. Once the Save Black Diamond city council was seated they immediately set about to take over the duties of the mayor and bestow upon themselves the powers and duties of that branch of government. This runs the gamut from hiring and firing staff, a duty clearly reserved for the executive branch, to actually taking over and running meetings. When the propriety of these things came into question the council produced a solution; take over the judicial branch as well and proclaim that what you have done is legal and good. This is what the council has done in issuing a judgment concerning their own actions.

The problem is that this is not how our government works. There is another name for how this is working – dictatorship and tyranny. When all 3 functions of government come under control of a single person or body, then that is no longer democracy. You have created a monolithic, totalitarian government. And no matter how noble you consider your cause, absolute power corrupts absolutely.

Now if this is truly the type of government that you are going to operate then you need to call a spade a spade and call it for what it is. I suggest that you abolish all of the city's elected offices, make Brian Derdowski king and Kristin Bryant queen, and make everyone here the court jesters and minions.

You see, I have been where you are. I have had Brian Derdowski come to me and tell me how wise and wonderful he is – all the while giving me really bad advice. I have had him tell me that I can't afford to think for myself and that I must cast my vote in conformance with "the plan" no matter what I think. That is the definition of a cult. I was pleased recently when Brian Weber clearly made a decision for himself on the water treatment plan. I've also got a pretty good idea of the tongue lashing that he took for having the audacity to think for himself. The problem is that Brian Derdowski and Kristin Bryant are not the ones impugning themselves – you are.

You need to realize that there is a reason that Brian Derdowski stands in front of you and says, "I'm not a lawyer BUT…" He is doing that for a very specific reason. That is to make sure that you carry all the responsibility, not him. Once

he makes that disclaimer he can go on to give you all kinds of terrible legal advice – and he does. He can stand in front of you and say, "I'm no accountant BUT…" and go on to give you really bad financial advice – which he does. The key here is that the culpability is very deliberately being placed upon YOU. You are the ones being hung out on a limb.

The responsibility of your vote is sobering. When you give that away you are prostituting your office and making Brian Derdowski a political pimp who thrives on the incredibly bad judgment of those who serve him.

Be careful what you believe. Brian Derdowski likes to refer to how the Seattle Times coined the term "Derdowskivilles". If you look up what the Seattle Times wrote you will find that they were commenting on how *Brian Derdowski* likes to call them Derdowskivilles. He is the one that came up with the term. He has also said that Black Diamond is attaining a reputation across the state. Indeed this is true, but it's not for the reasons he would tell you. Black Diamond's reputation has become one of fools since the first of the year.

Brian Derdowski has stated that his intent and desire is to bring city staff and offices into a state of chaos. How can this possibly be a good thing? I have heard him tell newly elected officials (like me) that you have to go in like barn stormers and "show 'em who's boss". Why? **When you wreck the train you end up with a train wreck.** If you think that the train is heading down the wrong track then work on switching tracks - collaboratively. You are going to get much further by working with people openly than trying to plant land mines.

So please, as I told you once before, remember that <u>your</u> thought process, and <u>your</u> personal research, and <u>your</u> personal reasoning, and <u>your</u> vote are sacred. Please don't let someone else perform an abortion of your common sense.

"Nearly all men can stand adversity. If you want to test a man's character give him power." Abraham Lincoln

BLACK DIAMOND CITY COUNCIL MINUTES
May 5, 2016
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

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

Mayor announced for National Prayer Day Ginger Passerelli, our Chaplin for the police department, will be be leading everyone in prayer today.

ROLL CALL:

PRESENT: Councilmembers Deady, Morgan, Edelman, Weber and Pepper.

ABSENT: None

Staff present were: Seth Boettcher, Public Works Director; Kevin Esping, Facilities Equipment Coordinator; May Miller, Finance Director; Barbara Kincaid, Jamey Kiblinger, Police Chief; Yvonne Ward, Emergency Legal Counsel, Natalie Oosterhof, Accounts Payable Clerk; and Brenda L. Martinez, City Clerk.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS: None

Mayor Benson called for an executive session at 7:02 pm to discuss with legal counsel potential litigation pursuant to RCW 42.30.110(1)(i). The executive session is anticipated to last 20 minutes.

Councilmember Edelman requested that all cell phones not be allowed to be taken in to the executive session.

A fifteen minutes extension was called.

Mayor Benson called the meeting back to order at 7:41 pm

CONSENT AGENDA:

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to adopt the Consent Agenda.

Councilmember Weber noted that the last number of the checks ends in 43473 not 43472.

Councilmember Edelman **withdrew** her motion.

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to approve the consent agenda and with the change noted that the last check number ends in 43473.

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

The Consent Agenda was approved as follows:

1) Claim Checks-May 5, 2016-No. 43433 through No. 43473 and EFTs in the amount of $68, 906.53

PUBLIC COMMENTS:

Robbin Taylor, Black Diamond spoke to Council.

Bill Mcdermand, Black Diamond spoke to Council.

Judith Carrie, Auburn spoke to Council.

Angel Taylor, Enumclaw spoke to Council.

Darrell Buss, Black Diamond spoke to Council.

Councilmember Morgan introduced Yvonne Ward as the new Emergency Interim City. She noted that Council has not reviewed or voted on the contract and spoke to the revised agenda that was handed out tonight.

Mayor Benson called Councilmember Morgan out of order and stated she cannot substitute another agenda.

Councilmember Morgan raised a point of order that she is not out of order.

Councilmember Morgan appealed the decision of the chair; Seconded by Councilmember Weber.

Mayor Benson called recess at 8:00 p.m. for five minutes.

Mayor Benson called the meeting back to order at 8:05 p.m.

Mayor Benson warned Councilmember Morgan that should she continue to disrupt the meeting, she could be removed.

City Attorney Ward gave her legal opinion on removal of a disruptive Councilmember.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

3) Claim Check-March 7, 2016-No. 43294 DKS Associates in the amount of $10,000

There was council discussion around this.

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Morgan to move this item to the Growth Management Committee.

Mayor Benson called for a roll call vote.

Roll call vote: Councilmember Deady responded no, Councilmember Morgan responded yes, Councilmember Edelman responded no, Councilmember Weber responded yes, Councilmember Pepper responded yes. Motion **passed** 3-2 (Deady, Edelman).

4) AB16-016A-Resolution Accepting Dept. of Ecology Grant for 2015-2017 Stormwater Capacity Grant

Public Works Director Boettcher reported this Grant is to assist the City with the Stormwater permit requirements with the Department of Ecology.

There was Council discussion on this item.

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to adopt Resolution No. 16-1074, authorizing the Mayor to execute a grant agreement with the Department of Ecology for the 2015-2017 Stormwater Capacity Grant.

Council discussion continued on this item.

Vote: Motion **failed** 2-3 (Morgan, Weber, Pepper).

5) AB16-021A-Resolution Confirming Mayor's Appointment to Civil Service Commission

Councilmember Morgan noted this item is still in the Government Ops committee and they are doing more work on it.

There was council discussion around this.

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to adopt Resolution No. 16-1079, confirming the Mayor's appointment of Becky Arnold to the Black Diamond Civil Service Commission Position #3.

Vote: Motion **failed** 2-3 (Morgan, Weber, Pepper)

6) AB16-024B-Resolution Authorizing an Agreement with BHC for Building Services

Community Development Director Kincaid discussed the City having an ILA with Covington and Maple Valley to provide building services. She noted the Mayor terminated the ILA as BHC will be a better fit and the City will actually save money by adopting this contract.

There was council discussion on this.

A **motion** was made by Councilmember Deady and **seconded** by Councilmember Edelman to adopt Resolution authorizing the Mayor to execute a professional services agreement with BHC Consultants, LLC for building services.

Vote: Motion **failed** 2-3 (Morgan, Weber, Pepper)

7) AB16-026A-Resolution Approving an Agreement with DKS

Community Development Director Kincaid discussed the Comp Plan update. She noted DKS being the consultant doing the transportation update portion of the Comp Plan and worked as a sub consultant to BERGERABAM. She noted the BergerABAM contract was terminated and she is asking Council to approve this contract as a lot of the work has been done by DKS and the Comp Plan is an important document that needs to be completed as the City is behind on this update.

There was Council discussion on this item.

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to adopt a resolution authorizing the Mayor to execute a professional services agreement with DKS Associates. (No vote taken as below motion postponing supersedes)

There was council discussion around this and Attorney clarification that according to Roberts Rules this could be postponed to a date certain and continued as an action item as there are still questions on this item from other Councilmembers.

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Morgan to postpone this item to the May 19 regular scheduled Council meeting.

Vote: Motion to postpone **passed** 3-2 (Edelman, Deady).

There was additional discussion around this and Councilmember Weber stated that Councilmember Edelman was out of order.

NEW BUSINESS:

8) AB16-028-Resolution Authorizing a Conservation Grant Agreement with Puget Sound Energy for LED Streetlight Conversion Project

Public Works Director Boettcher reported this grant is available from TIB and PSE and will help the City reduce the street lighting budget.

A **motion** was made by Councilmember Morgan and **seconded** by Councilmember Weber to refer this to the Government Operations Committee.

There was Council and staff discussion around this and questions to the Attorney around motions and date certain when referring these resolutions to Committee.

Vote: Motion **passed** 3-2 (Edelman, Deady).

9) AB16-029-Resolution Authorizing a Water Quality Grant Agreement with King County for the North Commercial Stormwater Treatment Facility Project

Public Works Director Boettcher reported this being the highest priority of the Council for the last few years. He noted receiving a grant from King County for the design and it has been on the City's Capital Plan.

A **motion** was made by Councilmember Morgan and **seconded** by Councilmember Weber to refer this to the Government Operations Committee for first reading.

Vote: Motion **passed** 3-2 (Edelman, Deady).

10) AB16-030-Resolution Confirming Mayor's Appointment to the Planning Commission Position #7

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to refer the resolution confirming the Mayor's Appointment to the Planning Commission Position #7 for first reading and assigned to the Growth Management Committee.

There was Council discussion on this item with the focus on the process for interviews at the committee meeting.

Vote: Motion **passed** 3-2 (Edelman, Deady).

11) AB16-031- Resolution Authorizing Interlocal Agreement with City of Maple Valley for Building Inspection Services

Community Development Director Kincaid noted this resolution being the counter part to the BHC resolution she spoke on earlier. Maple Valley would be providing our inspections services for the Black Diamond building department. She noted the City is without a valid contract for those services and encouraged Council to consider this and recommended approval.

There was Council discussion around this.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Weber refer the resolution authorizing an interlocal agreement with the City of Maple Valley for building inspection services is for first reading and assigned to the Growth Management Committee.

Vote: Motion **passed** 3-2 (Edelman, Deady).

12) AB16-032-Resoltion Awarding Jones Lake Overlay Project to Lakeridge Paving Co., LLC

Public Works Director Boettcher discussed this project receiving good bids. He noted this bid is under budget and would allow us to expand the overlay to perhaps other streets in the near proximity with approval from TIB. He expressed the urgency to get this done before the weather starts to change.

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to suspend the Council rules to act on this tonight.

There was Council discussion.

Point of Order was called by Councilmember Edelman as the discussion needs to be on whether to suspend the rules.

Vote: Motion **failed** 2-3 (Morgan, Weber, Pepper).

There were questions asked by Councilmember Morgan related to funding.

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Morgan to move this item to the Budget, Finance, and Administration Committee. Councilmember Weber **retracted** this motion.

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Morgan to move this item for first reading to the Budget, Finance, and Administration Committee meeting with a back to Council date of May 19.

Vote: Motion **passed** 3-2 (Edelman, Deady)

13) AB16-033-Resolution Approving Professional Services Contract with Parametrix, Inc. for Design of Covington Creek Culvert Replacement

Public Works Director Boettcher reported receiving a grant for design of the Covington Creek Culvert project. He noted this is step one to receive grant money to get this project started and pointed out that there is no match requirement. He also noted that these

culverts are in bad shape and at the end of their life span and staff would like to go back to the flood district for additional funding.

There was Council discussion on this item.

A **motion** was made by Councilmember Morgan and **seconded** by Councilmember Weber for this to be assigned to the Government Ops Committee.

Vote: Motion **passed** 3-2 (Edelman, Deady)

14) AB16-034-Ordinance Updating the Stormwater Code for New Development to Meet Department of Ecology Standards for Western Washington (First Reading)

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to assign this to the Growth Management and Land Use Committee.

There was council discussion around this.

Public Works Director Boettcher addressed the staff timeline of projects for 2016 and handed out copies to Council. He also referred to an email he received from the Department of Ecology.

Attorney Ward noted that there were some legal issues on the ordinance as proposed.

Vote: Motion **passed** 3-2 (Edelman, Deady).

DEPARTMENT REPORTS:

Mayor Benson reported on a new Union grievance and asked if there is a motion to do an investigation.

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Morgan to do an investigation.

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

Mayor Benson noted one other issue around mediation and asked if anyone would like to make a motion.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan that the council engage in mediation to help us work more successfully together.

There was discussion that the motion should include the Mayor. Following discussion Councilmember Pepper **rescinded** her motion.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to that the Black Diamond City Council and the Presiding Officer who is the Mayor of City Council would like to engage in mediation in order to address City business in a better way.

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

MAYOR'S REPORT: None

COUNCIL REPORTS:

Councilmember Deady reported on Council Rules being suspended. She also reported attending the Tri-City meeting; served at the Mother's Day Luncheon; met with Seth Boettcher on the projects that were presented today. Discussed that the Farmers Market is coming back and will be over at the gym; the Boots & Badges event will be coming up on May 22, the Community Center has a pig roast coming up in June, and the DARE graduation is coming up next month in June for our 5th graders.

Councilmember Morgan reported she attended the flood control meeting; the Tri-City meeting, and next week will be attending the WRIA meeting.

Councilmember Edelman attended a food waste film screening with the Mayor on the 28th. She participated in the recycling event help in Maple Valley; met with Seth Boettcher; participated in the Tri-City meeting last night. She noted a Public Information Committee meeting next Wednesday with one action item which is sound transit (ST3 system) plan. There will be a vote coming up; the SCA is looking for a PIC to make determination if the board of directors should consider endorsing ST3. She read the recommended action and asked the Council for direction on this issue.

There was council discussion around this and consensus to vote yes.

Councilmember Weber reported attending the Tri-City meeting, and noted the big topic which was last year and this year was homelessness and how to get King County money out in our direction.

Councilmember Pepper talked about the Growth Management and Government Ops meeting this month and how everyone went to the joint council meeting last night. Two of the large topics were around homelessness and children at risk and monies and how do we access them in Black Diamond. Metro is doing a lot of work to tailor transportation needs to communities. City of Duvall started this program. She noted Metro talked at the joint meeting last night and there may be some really good prospects here. She also reported attending a meeting in Seattle around Parliamentary procedures.

Councilmember Deady shared about homelessness and noted that fifty seven students in the Maple Valley area are homeless, eighty one students in Enumclaw are homeless, and five hundred one students in the Kent School District are homeless. She reminded

everyone that when you are thinking about helping your community, you have the Community Center and the schools that we can all outreach to.

ATTORNEY REPORT:

Yvonne Ward, Emergency Interim Attorney, shared our City Clerk sent out request for proposal and they are due tomorrow. She noted it will really serve the City well to get a more permanent City Attorney and is looking forward to the process and really thinks this will help.

PUBLIC COMMENTS:

Bob Edelman, Black Diamond spoke to Council.

Brock Deady, Black Diamond spoke to Council.

Angela Taylor, Black Diamond spoke to Council.

Brian Derdowski, Black Diamond spoke to Council.

Tina McGann, Black Diamond spoke to Council.

Dennis Boxx, Black Diamond spoke to Council.

Jackie Buss, Black Diamond spoke to Council.

Robin Taylor, Black Diamond spoke to Council.

EXECUTIVE SESSION: None

ADJOURNMENT:

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Weber to adjourn the meeting. Motion **passed** with all voting in favor (5-0).

The meeting ended at 10:18 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

DRAFT

1st comment period

Public Comments by Robbin Taylor at 5-5-2016 Council meeting

Brian Derdowski is a small fish swimming in the big King County waters. He makes his living by swimming into small ponds and telling them that he is a big fish. He says things like "when I served on the King County Council...", or "while on the King County council I did...", and then there is "I am not an accountant, but...", and the unforgettable "I am not an attorney, but...". By doing this he creates the image of a big fish coming to the rescue, but in reality he is just a small fish. If he were actually a big fish do you really think he would waste his time on Black Diamond?

This small fish has been swimming around Black Diamond literally for years, talking about how he can "help" us. He finally found some takers and now the City has been helped into chaos.

This small fish recently named off a list of Cities and then modestly mentioned, almost as an afterthought, that the Seattle Times called them "Derdowskivilles". A search brought up two Seattle Times articles, one uses the term but specifies that Derdowski was being quoted. The second article says the term "Derdowskivilles" is heard in the halls of the King County Council.

Derdowski now looks like a big fish in Black Diamond. He tells you what good and brave rookies you are to stand up to the big, bad Black Diamond government. You close your eyes and bask in the praise of this big fish, because Derdowski's hypnotic words are accompanied by liberal doses of his Elixir Of Power and it feels so darn good. Meanwhile he has quietly slipped the reigns of control out of your limp hands and has taken them into his own.

Derdowski has become so bold that he is now audibly telling the majority what to do during the Council meetings. He is also visibly cueing you by mouthing how you should vote. The Council majority is held tightly within the hypnotic grasp of this small fish. You have three votes, but you have abdicated your elected positions and given them all to Brian Derdowski. Councilmember Weber is aware of a quote from General Patton which says "If everyone is thinking alike, then no one is thinking." None of the Council majority is thinking, but the small fish Derdowski certainly is, and rest assured his thoughts are about his own future, and how Black Diamond can help him.

Derdowski will make the City of Black Diamond into the form of government HE wants it to be. When he succeeds Black Diamond will be added to his list of Derdowskivilles. History will look derisively on this sleeping council majority, and others will be left to clean up the mess created by the small fish, and the hypnotized Council majority who listened to him.

Now, lest any of this begin to stir you to wakefulness know this, Derdowski will rush in to lull you back into your drunken stupor with pinpoint applications of his "atta boy" Elixir Of Power. It will either happen here, or outside of the public view, but it will happen. I would challenge you all to wake up, but I believe it is too late. You are all drunk on the power Derdowski wants you to think you have, but in reality it is he who has the real power. Sad thing is, he owns you and you don't even know it.

2nd comment period

Public Comments by Robbin Taylor, 5-5-2016 Council Meeting

When I went through driver's education in Montana, there were a series of films which had characters for the different types of drivers one finds on the road. One of those personalities was a little mouse of a man named Amos Freem. When he got behind the wheel he had power and this power turned him into a monster.

We have been watching the growing metamorphosis of a set of political, and governing monsters as the Council majority has become ever increasingly drunk on power. We watched as Councilmember Pepper took over and ran the last meeting. It was obvious she came in with a full head of steam, and she was going to control the meeting come hell or high water. She started the meeting off with anger and incivility, and then had the gall to accuse Councilmembers Edelman and Deady of being uncivil.

We watched a video as Councilmember Morgan was censured for not just lying, but for refusing to comply with a Public Records Request. She showed no regard for the law about Executive Sessions and that is what brought on her lie to begin with. This was the second lie she was called out on at the last meeting. She has proven many times that one would do well to disregard as truth much of what she says. Even more disturbing is the fact that she now feels she is above the law. She and Councilmember Pepper have become Amos Freem, drunk on the power they have grasped, as well as the accolades continually given to them by those who are unconcerned about trifling little matters called honesty and integrity. Morgan is above the law, she lies and the Council majority lacks the intestinal fortitude to stand with integrity and call her on it.

Once I called the Council majority green broke horses. You are no longer bridled and restrained by integrity and honesty and your supporters are excited over all the things you do. Laws mean nothing, even Derdowski's Rules and Procedures mean nothing any more. You are in the process of trashing it all. The Council majority does not represent the Citizens of this City, you represent the tyrants of the shadow government that speaks through your voices and votes. The tyrants are Brian Derdowski, Kristen Bryant, Peter Kelleman and Judy Carrier. Tyrants secretly take power that is not rightfully theirs until they have it all, then none can stop them. This is what these four non-citizens of Black Diamond have done and they are the shadow government that runs the City through tyranny.

Benjamin Franklin said, "Only a virtuous people are capable of freedom. As nations become corrupt and vicious, they have more need of masters."

Tyrants are masters of the purest form.

BLACK DIAMOND CITY COUNCIL MINUTES
June 2, 2016
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

PRESENT: Councilmembers Deady, Morgan, Edelman, Weber and Pepper.

ABSENT: None

Staff present were: Seth Boettcher, Public Works Director; Barbara Kincaid, Community Development Director; Jamey Kiblinger, Police Chief; Yvonne Ward, Emergency City Attorney and Brenda L. Martinez, City Clerk.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS: None

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady that the City of Black Diamond hereby censure for the reasons set forth in the handout Councilmember Erika Morgan for violation of her duty to the citizens of Black Diamond to obey all laws; for willful interference with government operations; for dereliction of her duty; for violation of the oath of office; and violation of the Open Public Meetings Act.

VOTE: There was a tie vote of 2-2 (Weber, Pepper). Mayor Benson broke the tie with an affirmative vote. Motion **passed** 3-2 (Weber, Pepper).

Point of order was called by Councilmember Pepper. Mayor Benson ruled her out of order.

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady that the City of Black Diamond hereby censure for the reasons set forth in the handout Councilmember Brian Weber for violation of his duty to the citizens of Black Diamond to obey all laws; for willful interference with government operations; for dereliction of his duty; for violation of the oath of office; and violation of the Open Public Meetings Act.

VOTE: There was a tie vote of 2-2 (Morgan, Pepper). Mayor Benson broke the tie with an affirmative vote. Motion **passed** 3-2 (Morgan, Pepper).

Point of order was called by Councilmember Weber. Mayor Benson ruled him out of order.

Point of order was called by Councilmember Pepper stating this item is not on the agenda. Mayor Benson ruled her out of order.

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady that the City of Black Diamond hereby censure for the reasons set forth in the handout Councilmember Pat Pepper for violation of her duty to the citizens of Black Diamond to obey all laws; for willful interference with government operations; for dereliction of her duty; for violation of the oath of office; and violation of the Open Public Meetings Act.

VOTE: There was a tie vote of 2-2 (Morgan, Weber). Mayor Benson broke the tie with an affirmative vote. Motion **passed** 3-2 (Morgan, Weber).

Councilmember Edelman read the entire censure document into the record, which are attached and incorporated into the minutes.

City Attorney Ward explained how the deciding vote was cast on the censures. She distributed to Council two reports she prepared. The first issue she addressed was the Committees under Resolution 16-1069 (attached). She noted it up to the Mayor to decide whether to enforce the committee structure as proposed in Resolution 16-1069. She stated her recommendation which is also consistent with the recommendations of the prior City Attorney is that it's illegal and that you would have a duty to not do so, but the choice is the Mayor's.

Mayor Benson noted she already looked at this option and has cancelled any further committee meetings set up under 16-1069.

City Attorney Ward discussed the second issue of Resolution 16-1069. She noted stepping in as emergency City Attorney with a limited purpose. However, it was impossible to maintain city business with the continuing conflict of the Council rules. She discussed emails sent to her by private citizens and from the City's server. She continued to discuss her findings from these emails. She also noted that under the OPMA (Open Public Meetings Act) actions taken in violation of that law are null and void. In closing, she noted her conclusion is that Resolution No. 16-1069 is illegal on three basis which is outlined in her findings and conclusions (attached).

Mayor Benson stated she is not going to enforce 16-1069 and should revert to the old rules that have never been challenged.

City Attorney Ward also mentioned that all of the Mayor's decisions were done on the advice from legal counsel as well as Councilmembers Deady and Edelman not attending the committee meetings.

At 7:27 p.m. Mayor Benson recessed the meeting for an executive session as authorized by RCW 42.30.140(4) to discuss collecting bargaining. The session is expected to last 15 minutes. She reminded Councilmembers to take nothing with them to the session.

Mayor Benson called the meeting back to order at 7:42 p.m.

CONSENT AGENDA:

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to accept the consent agenda. Motion **passed** with all voting in favor.

The Consent Agenda was approved as follows:

1) **Claim Checks** – May 19, 2016 - No. 43513 through No.43568 and EFTs in the amount of $788,969.40 and June 3, 2016 – No. 43569 through No. 43604 (void 43473) and EFTs in the amount of $67,559.11

2) **Payroll** – April 29, 2016 - No. 18819 through 18837 and ACH Payments in the amount of $260,911.07 and May 31, 2016 – No. 19137 through No 19155 (void 19148) and ACH payments in the amount of $258,221.20

3) **Minutes** – Joint Special Council/Planning Commission Meeting of April 12, 2016

PUBLIC COMMENTS:

Kristen Bryant, Bellevue spoke to Council.

Attorney Yvonne Ward spoke to Council.

Angelina Taylor, Port Orchard spoke to Council.

Carol Lynn Harp, Black Diamond spoke to Council.

Tom Ekberg, Black Diamond spoke to Council.

Attorney Yvonne Ward spoke to Council.

Darrel Bryant, Black Diamond spoke to Council.

Bob Edelman, Black Diamond spoke to Council.

Peter Keleman, 101 Pines spoke to Council.

Judy Carrie, Auburn spoke to Council.

Brian Derdowski, Issaquah spoke to Council.

Brock Deady, Black Diamond spoke to Council.

Matthew House, Puyallup, representative of Teamsters 117 spoke to Council.

Robbin Taylor, Black Diamond spoke to Council.

Attorney Ward, spoke to Council.

Councilmember Weber asked for clarification from Ms. Taylor; if she said Councilmember Pepper and Weber went to Talmadge? He wanted to clarify that he has not spoken with Talmadge, Fitzpatrick or any other law firm.

PUBLIC HEARINGS:

4) AB16-034 – 2017-2022 Six Year Transportation Improvement Plan

Mr. Boettcher discussed the changes in the Six Year TIP from last year. He noted the big change is adding all the capacity adding projects under the recommendation of former City Attorney Carol Morris. He also noted adding more projects in the maintenance category and this is more than can be accomplished and it was to show the needs of our streets and also for TIB to see which projects might rate the best. He discussed the map outlining the projects that have been accomplished the past six years. He noted tonight is to take public comments and a workstudy will be held next week. He noted minor edits or clarifications the plan will be prepared for adoption at the June 16 meeting. If there are substantive changes there might need to be another public hearing.

Mayor Benson opened the public hearing at 8:27 p.m.

Kristen Bryant, Bellevue noted looking at the information and finds it useful to find a summary of all the projects. She discussed it would have been nice to see what the projects are in detail and in the funding area it would be nice to see the breakdown. Her request is how more information regarding the plan can be available. She discussed one of the projects which could have implications for traffic in the future, however, and requests to make additional comments once the additional information is provided.

Brian Derdowski, Issaquah/Bellevue commented on this hearing taking into account what is happening with the update of the Comp Plan and those two should be intergrated. He noted a way to do this is to hold the public hearing open and can be done by a Councilmember making a motion to hold the hearing open and written comments can be provided for additional detail to inform the process.

Morgan Frans, Black Diamond noted it being exciting to see the new things that are going to happen. She discussed the two intersections that are shown on the map and her hope is in the future it could be one consolidated intersection instead of two right next to each other. They are number 8 and 11.

Public Works Director Boettcher commented that staff is aware of the two intersections and an interim solution is signals to allow better traffic movement. Ultimately in the Comprehensive Plan the City is planning on realigning the intersections to an even greater degree of separation.

Judy Carrie, Auburn noted on looking at the maps and found a problem on the website and she couldn't find some of the information on the website and would like some time to study this more thoroughly. She noted it being encouraging to see the repair work as a priority in the top projects.

Mayor Benson announced the public hearing will be left open until the June 16 regular meeting. She also noted getting written comments from TAT and Peter Rimbos.

Mayor Benson called a short recess at 8:35 p.m.

The meeting was called back to order at 8:40 p.m.

UNFINISHED BUSINESS:

Mayor Benson announced the next item on the agenda is a Claim Check for DKS. Councilmember Pepper interrupted and asked for the floor. Mayor Benson ruled her out of order.

Councilmember Morgan appealed the decision of the chair. Mayor Benson ruled her out of order and noted if they interrupt again they will be removed from the meeting.

5) Claim Check-March 7, 2016 – No. 43294 DKS Associates in the amount of $10,000

A **motion** was made by Councilmember Weber to table this item to the next regular scheduled Council meeting once we get new legal representation. Motion **died** due to lack of a second.

There was Council discussion on this item.

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to approve the $10,000 DKS the payment.

VOTE: Motion **failed** 3-2 (Weber, Morgan, Pepper).

Point of order by Councilmember Weber stating the Clerk is the parliamentarian.

Mayor Benson called a recess at 8:45 p.m.

The meeting was called back to order at 8:50 p.m.

City Attorney Ward stated that Councilmembers Morgan, Weber and Pepper did not come back to the meeting. Citizens stated seeing Councilmembers Pepper and Morgan leave and Councilmember Weber was in his car.

Under RCW42.30.090 (OPMA) Attorney Ward stated that less than a quorum can recess the meeting to a date, time, and place certain. She noted this is an option.

Due to no quorum no action can be taken; the following is a summary.

Councilmember Edelman noted the issue here is the work of the City is not being done. She referred to items that are still in committee, and stands by her censure for all three Councilmembers (Weber, Morgan and Pepper).

There was discussion around excused absences.

Mayor Benson commented on the May 25 absence of Councilmember Morgan and finding that absence not excused and also finding Councilmembers are not excused from this meeting.

NEW BUSINESS: No business was conducted due to lack of a quorum.

DEPARTMENT REPORTS: None

MAYOR'S REPORT:

Mayor Benson announced she has selected an attorney who starts tomorrow and the law firm is Kenyon Disend. She noted this firm having a lot of municipal attorney experience. She noted this is being done at her authority and at the next meeting she will bring forward an open ended contract to the end of the year to be approved by Council. She also discussed receiving a PDR from Robbin Taylor for all the papers on the dais and Councilmembers not leaving those documents.

COUNCIL REPORTS:

Councilmember Edelman reported that she attended the Boot and Badges event and what a special event it is. She commended herself and Deady supporting the Mayor and staff. She also discussed not supporting the committee meetings and meeting with staff on issues.

Councilmember Deady reported attending the Boots and Badges event and kudos to Sergeant Lynch for putting this together. She noted attending the Memorial Day Ceremony at the Cemetery. She also noted needing a City Attorney with municipal attorney experience. She commented the firm of Kenyon Disend is a full service firm and an excellent choice for the City.

ATTORNEY REPORT:

Attorney Ward discussed legal services for the City and believes Kenyon Disend is a great choice and noted the City will be in very good hands. She added her role is more of an emergency room doctor.

Councilmember Edelman thanked Ms. Ward for helping the City out and noted her opinions are valuable and based on the law.

PUBLIC COMMENTS: None

EXECUTIVE SESSION: None

ADJOURNMENT:

Meeting adjourned at 9:07 pm

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

DRAFT

Censure of Council Member Erika Morgan

WHEREAS, BDMC 2.04.010 mandates that Council meetings be held on the first and third Thursdays of each month at the hour of 7:00 pm;

WHEREAS, failure to convene and attend regularly scheduled meetings interferes with managing the business of the City and protecting the best interests of its citizens; and

WHEREAS, failure to convene and attend the regularly scheduled meetings can result in significant civil, criminal, and other penalties assessed against the noncompliant parties due to the detrimental impact upon the City and its citizens;

WHEREAS, Erika Morgan was properly denied a request to cancel the regularly scheduled Council meeting of May 19, 2016;

WHEREAS, at the commencement of the Audit meeting on May 19, 2016, Erika Morgan was advised in writing of the above including the significant civil, criminal, and other penalties that can apply for failure to attend the regularly scheduled meetings;

WHEREAS, immediately after the Audit Meeting on May 19, 2016 Erika Morgan jointly decided with Pat Pepper and Brian Weber to refuse to attend the regular scheduled council meeting in violation of the OPMA; and

WHEREAS, this conduct has been observed to be part of an ongoing pattern to obstruct government operations and precluding the necessary and critical business of the City from being completed;

WHEREAS, on May 19, 2016, despite written notice from legal counsel and full awareness of the duty and penalties appurtenant thereto, Erika Morgan willfully refused to carry out this duty to attend the May 19, 2016 regular scheduled meeting and adhere to her oath of office;

WHEREAS, Erika Morgan's failure to attend the regularly scheduled May 19, 2016 meeting in conjunction with Brian Weber and Pat Pepper denied the Council its necessary quorum to conduct action on imminent and pressing city matters critical to the wellbeing of the City and its citizens;

WHEREAS, such action constituted interference with government operations;

WHEREAS, without objection, the Presiding Officer found the absence of Erika Morgan was willful and unexcused;

NOW THEREFORE,

The City of Black Diamond hereby and publicly censure Councilmember Erika Morgan for violation of her duty to the Citizens of Black Diamond to obey all laws; for willful interference with government operations; and for violation of the oath of office; and violation of the Open Public Meetings Act. You are hereby warned to cease and desist disobeying local, state, and federal law and to adhere to your oath of office.

Censure of Council Member Brian Weber

WHEREAS, BDMC 2.04.010 mandates that Council meetings be held on the first and third Thursdays of each month at the hour of 7:00 pm;

WHEREAS, failure to convene and attend regularly scheduled meetings interferes with managing the business of the City and protecting the best interests of its citizens; and

WHEREAS, failure to convene and attend the regularly scheduled meetings can result in significant civil, criminal, and other penalties assessed against the noncompliant parties due to the detrimental impact upon the City and its citizens;

WHEREAS, Brian Weber was properly denied a request to cancel the regularly scheduled Council meeting of May 19, 2016;

WHEREAS, at the commencement of the Audit meeting on May 19, 2016, Brian Weber was advised in writing of the above including the significant civil, criminal, and other penalties that can apply for failure to attend the regularly scheduled meetings;

WHEREAS, immediately after the Audit Meeting on May 19, 2016 Brian Weber jointly decided with Pat Pepper and Erika Morgan to refuse to attend the regular scheduled council meeting in violation of the OPMA; and

WHEREAS, this conduct has been observed to be part of an ongoing pattern to obstruct government operations and precluding the necessary and critical business of the City from being completed;

WHEREAS, on May 19, 2016, despite written notice from legal counsel and full awareness of the duty and penalties appurtenant thereto, Brian Weber willfully refused to carry out this duty to attend the May 19, 2016 regular scheduled meeting and adhere to his oath of office;

WHEREAS, Brian Weber's failure to attend the regularly scheduled May 19, 2016 meeting in conjunction with Erika Morgan and Pat Pepper denied the Council its necessary quorum to conduct action on imminent and pressing city matters critical to the wellbeing of the City and its citizens;

WHEREAS, such action constituted interference with government operations;

WHEREAS, without objection, the Presiding Officer found the absence of Brian Weber was willful and unexcused;

NOW THEREFORE,

The City of Black Diamond hereby and publicly censure Councilmember Brian Weber for violation of his duty to the Citizens of Black Diamond to obey all laws; for willful interference with government operations; and for violation of the oath of office; and violation of the Open Public Meetings Act. You are hereby warned to cease and desist disobeying local, state, and federal law and to adhere to your oath of office.

Censure of Council Member Pat Pepper

WHEREAS, BDMC 2.04.010 mandates that Council meetings be held on the first and third Thursdays of each month at the hour of 7:00 pm;

WHEREAS, failure to convene and attend regularly scheduled meetings interferes with managing the business of the City and protecting the best interests of its citizens; and

WHEREAS, failure to convene and attend the regularly scheduled meetings can result in significant civil, criminal, and other penalties assessed against the noncompliant parties due to the detrimental impact upon the City and its citizens;

WHEREAS, Pat Pepper was properly denied a request to cancel the regularly scheduled Council meeting of May 19, 2016;

WHEREAS, at the commencement of the Audit meeting on May 19, 2016, Pat Pepper was advised in writing of the above including the significant civil, criminal, and other penalties that can apply for failure to attend the regularly scheduled meetings;

WHEREAS, immediately after the Audit Meeting on May 19, 2016 Pat Pepper jointly decided with Erika Morgan and Brian Weber to refuse to attend the regular scheduled council meeting in violation of the OPMA; and

WHEREAS, this conduct has been observed to be part of an ongoing pattern to obstruct government operations and precluding the necessary and critical business of the City from being completed;

WHEREAS, on May 19, 2016, despite written notice from legal counsel and full awareness of the duty and penalties appurtenant thereto, Pat Pepper willfully refused to carry out this duty to attend the May 19, 2016 regular scheduled meeting and adhere to her oath of office;

WHEREAS, Pat Pepper's failure to attend the regularly scheduled May 19, 2016 meeting in conjunction with Erika Morgan and Brian Weber denied the Council its necessary quorum to conduct action on imminent and pressing city matters critical to the wellbeing of the City and its citizens;

WHEREAS, such action constituted interference with government operations;

WHEREAS, without objection, the Presiding Officer found the absence of Pat Pepper was willful and unexcused;

NOW THEREFORE,

The City of Black Diamond hereby and publicly censure Councilmember Pat Pepper for violation of her duty to the Citizens of Black Diamond to obey all laws; for willful interference with government operations; and for violation of the oath of office; and violation of the Open Public Meetings Act. You are hereby warned to cease and desist disobeying local, state, and federal law and to adhere to your oath of office.

YVONNE KINOSHITA WARD LLC

128 14th Street Southeast, Auburn, Washington 98002
253 887-8686

MEMORANDUM

TO: Mayor Carol Benson
CC: City Council; City Clerk
FROM: Yvonne Kinoshita Ward, Attorney at Law
DATE: June 2, 2016
RE: Committees under Resolution 16-1069

I. ISSUE

In January 2016, Resolution 16-1069 was proposed to amend the Council rules. The validity of 16-1069 is subject to a separate memorandum. Separate from the issue of R-1069's validity, the changes to committees therein are illegal under state and local law for several reasons.

For purposes of clarity, the council rules in effect as of January 1, 2016 are referred to as "the council rules" or "council rule __." Resolution 16-1069 is referred to as R-1069.

II. INFORMATION REVIEWED

In analyzing the legality of R-1069, I have reviewed:

- Washington statutes;
- Federal and state court decisions;
- The Black Diamond Municipal Code;
- The Council Rules;
- R-1069;
- Emails and other documents produced in response to citizen public disclosure requests;
- Transcripts from committee meetings;
- Emails through the City server;
- Correspondence from the Risk Pool (the City's Insurer);
- Documents and information produced by Staff;
- Legal memoranda of the prior City Attorney Carol Morris; and
- Memoranda from attorneys retained by Council members Pepper and Morgan.

III. BACKGROUND

The Council Rules established five standing committees consisting of no more than two council members each. Rule 18.1.2, 18.1.4. Under the rules, the Mayor appoints the members. Committees would publicly meet during City business hours when staff was available and would report to the Council and public at regularly scheduled Council Meetings and Work Sessions.

IV. PROPOSED CHANGES

Resolution 16-1069 adds a committee, makes each committee consist of three council members, and places the appointment of committees within the Council itself.

Nothing precludes the Council from adding committees or amending how its members are appointed as long as such decisions are made consistent with the Open Public Meetings Act (OPMA) and other laws. However, making the committees consist of three members violates the Black Diamond Municipal Code (BDMC) and the OPMA and therefore it is illegal.

V. ILLEGALITY

A. BECAUSE R-1069 CONVERTS COMMITTEE MEETINGS TO CITY COUNCIL MEETINGS, IT VIOLATES THE BDMC.

1. CONVERTING THE COMMITTEES TO COUNCIL MEETINGS.

In 2010 the Attorney General's Office issued an opinion that if committees consist of a quorum of a City Council and discuss City business, it is a City Council meeting and must comply with all laws governing such meetings. *AGO 2010 No. 9 (2010).* Therefore, because the Black Diamond City Council consists of five positions, by making the committees consist of three members, the committees are converted into Council meetings and all laws which apply to Council meetings are triggered. Id.

2. RESOLUTION 16-1069 VIOLATES THE BLACK DIAMOND MUNICIPAL CODED REGULATING COUNCIL MEETINGS.

RCW 35A.12.110 requires that regular Council meetings be established by the City. The City of Black Diamond, through it is City Council, opted to set its meetings by ordinance at BDMC 2.04.010. This ordinance establishes Council meetings for the first and third Thursday of each month and work sessions for the second Thursday of each month. The ordinance does not authorize additional regular meetings.

As the Council has been repeatedly advised, resolutions cannot conflict with or amend ordinances; the only way to amend or change an ordinance is by ordinance. No ordinance

authorizes the Council to create additional Council meetings as part of a committee structure.

B. R-1069 VIOLATES THE BDMC AS TO STAFF TIME.

R-1069 sets committee meetings in the evenings and requires staff attendance. As stated by R-1069's author, under R-1069 "the Department Heads . . . go to go to the Committee Meetings as well." *2/11/16 Government Operations Meeting; R-1069 at § 15.3.* This conflicts with ordinance because, by ordinance, the City's hours of operation are limited as follows:

- Monday through Friday, 8:30 a.m. to 5:00 p.m.; and
- Regularly Scheduled Council and Work Sessions, as set forth above.

BDMC 2.06.010; 2.04.010.

The Council cannot require Staff to attend to City business outside of the above hours unless authorized by separate contract negotiated through its representatives. Current contracts do not give the Council such authority. Thus R-1069 revisions regarding committees are illegal on this basis as well.

In addition, RCW 35A.12.100 vests administration of the City, including staff, with the Executive Branch. As a Mayor-Council form of government, the Executive Branch is managed by the Mayor. The Council, as the Legislative Branch, may only set policy and enact ordinances; it is not allowed to micromanage the administration charged with implementing those policies. This is the separation of powers doctrine, codified in statute. The attempt to direct and manage staff is a clear violation of that statute.

C. R-1069 IS AN UNFUNDED MANDATE IN VIOLATION OF THE BDMC AND STATE LAW.

In addition to R-1069's staffing requirements, Council Rule 2.4 requires the City Clerk to take the minutes of all council meetings and R-1069 maintains this requirement. In addition, Rule 15.2 requires the City Attorney to attend all Council meetings. Nor may a council member's preference to avoid legal advice at meetings displace this requirement; State Law requires the City to have a City Attorney. Since the primary duty of the City Attorney is to ensure the City complies with all federal, state, and local laws, the City Attorney's presence at Council meetings is critical regardless of a council member's preference otherwise.

According to an analysis by the Finance Department, R-1069 would at a minimum cost the City over $288,000.00 in additional expenses that would not be incurred under the Council Rules. This increased cost is not allowed in the budget. State law does not authorize the City Council to expend funds for which there is no budget. Nor does the Black Diamond Municipal Code authorize the Council to mandate operations for which there is no budget;

nor is the Council allowed to place the City into debt. Because R-1069 imposes over a quarter million dollars on the taxpayers without lawful authority, it is illegal.

D. R-1069 IMPROPERLY DELEGATES QUASI-JUDICIAL MATTERS.

R-1069 seeks to grant to committees quasi-judicial powers. This violates Washington statutes that set specific notice, participation, communication, and other legal parameters for quasi-judicial proceedings, which require strict compliance.

E. R-1069 PROPOSES USING COMMITTEES FOR AN IMPROPER PURPOSE BY INTERFERING WITH THE CITY'S ABILITY TO COMPLY WITH ITS LEGAL OBLIGATIONS.

The City has legal obligations established by State law. For example, citizens have the right to public services such as police, courts, prosecutors, etc. Citizens also have the right to other services for which it pays, such as public works, coordination with the building of an elementary school, street lights, etc. Vendors likewise have rights to payment when they provide basic services.

R-1069 proposes a committee structure and rules that sends virtually every single decision of the City to Committees. Of significant concern is the intent behind this proposal, which is to allow these decisions to in effect "die" in committee as established by the recordings of the new committee meetings and other documents:

> Now the committee also has the authority to keep [matters] in committee . . . That's a very important power of the Committee.

2/11/16 Government Operations Committee Meeting.

And this has been the effect. The R-1069 Committees have not approved key yet routine public safety expenses, including:

- 911
- Gas for Police Cars
- Repairs for Police Cars
- Police Records Services
- Enumclaw Jail
- Police phones, copiers, and police station power bills

See Miller Report, 5/19/16.

Nothing authorizes a committee to deny payment of bills the City lawfully incurred. According to the Washington Supreme Court, this violates the state and federal constitutions. *Ruano v. Spellman, 81 Wn.2d 820 (1973).* In addition, the intrusion of the

legislative branch into the executive gives rise to Due Process claims. *Mission Springs Inc. v. Spokane, 134 Wn.2d 947 (1998).*

Thus, the R-1069 committee structure should not be enforced given its interference with City's efforts to comply with its legal obligations.

F. R-1069 PROPOSES USING COMMITTEES FOR AN IMPROPER PURPOSE BY INTERFERING WITH THE CITY'S ABILITY TO OBTAIN FUNDING AND COMPLETE NECESSARY INFRASTRUCTURE AND PUBLIC WORKS PROJECTS.

By referring matters to Committees instead of the regularly scheduled City Council Meetings where the public expects full discussion of the issues, the City is now behind on key projects and stands to lose significant funding in grants and other projects. The unnecessary delay has impeded numerous key City projects as set forth in Exhibit B. Those delayed projects include:

- Building inspections, including inspection of an elementary school;
- Obtaining a DOE Stormwater Grant;
- Transportation Modeling Contract;
- Recycling Contracts;
- Upgraded street lights from Puget Sound Energy (for free);
- The Jones Lake Road Overlay Contract;
- Culvert replacements
- Water Quality Grants.

These are significant public health and safety issues now languishing in Committees.

The intent to obstruct is supported by evidence showing that three Council members, in violation of the OPMA and other laws, secretly determined committee memberships and their chairs before R-1069 was even proposed. Documents in early January show communication between R-1069's authors and Council members Pepper, Morgan, and Weber meeting and conferring about the new rules. One document even states:

> Also, **are we all still confirmed** with resolve to knock Janie [councilmember Edelman] out of any chairmanship of any committee. . . .

Because the R-1069 committee structure place administrative control with the Council and interferes with the administration of city business, it is illegal.

VI. CONCLUSION

Separate from the issue of R-1069's legality as a whole, based upon the foregoing the R-1069's committee structure independently violates the state law and the Black Diamond Municipal Code.

VII. YOUR OPTION UNDER THE LAW

Under RCW 35A.12.100 as Mayor you are obligated to "see that all laws and ordinances are faithfully enforced." Because R-1069's committee structure is facially illegal, it cannot be enforced. And given the specific facts on how R-1069 came into being and its impact to date, to enforce the committee structure would give rise to significant legal liability for which the insurer indicates it will not cover.

Very truly yours,

YVONNE KINOSHITA WARD LLC

Yvonne Kinoshita Ward
Attorney at Law

CITY OF BLACK DIAMOND, WASHINGTON

IN RE THE MATTER OF: RESOLUTION 16-1069	FINDINGS AND CONCLUSIONS

I. INTRODUCTION

The undersigned was hired as Emergency Interim City Attorney for Black Diamond on April 27, 2016, to handle emergent issues pending retention of a permanent City attorney. The emergent issues are related to a dispute over management of the City arising from Resolution 16-1069. [For purposes of clarity, the council rules in effect as of January 1, 2016 are referred to as "the council rules" or "council rule __." Resolution 16-1069 is referred to as R-1069.]

II. BACKGROUND

In January 2016, conflicts arose between three members of the Black Diamond City Council and the two other members and the Mayor over proposed rule changes set forth in Resolution 16-1069. City Attorney Carol Morris advised that the proposed changes were illegal. The City's Insurer likewise objected to the rules and indicated it would not cover actions taken under those rules.

Upon the advice of City Attorney Morris, the Mayor declined to enforce Resolution 16-1069. As a result three members of the City Council voted to terminate Ms. Morris as

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City Attorney. It is disputed if those three members had the authority to fire Ms. Morris, an issue not addressed here.

At the first council meeting without a City attorney on April 21, 2016, there was significant discord and disruption. Arguments over the agenda dominated and some council members introduced actions not on any previously published agenda. The audio recording captures the dysfunction that occurred. The Mayor promptly sought an interim city attorney as required by law and the undersigned was retained to serve in that role until a permanent City Attorney was retained on April 27, 2016.

The undersigned has 26 years of legal experience as a civil rights attorney focusing upon government compliance with federal, state, and local laws. In addition, the undersigned served in this same role for Black Diamond in 2009-10. When retained on April 27 the undersigned did not know the Mayor or any of the Council members and had no connection with any of the issues or parties to the disputes.[1]

III. ISSUES PRESENTED

The City has ground to a halt due to the dispute over the rules. City Attorney Morris prepared an 11-page memorandum detailing the reason R-1069 is illegal. The insurer likewise agreed. Those opinions are based upon the R-1069 itself, without investigating the manner in which R-1069 originated and was adopted. Nor do those memoranda address the specific interplay with the Black Diamond Municipal Code.

Since appointment as Interim City Attorney, the undersigned has been provided, unsolicited, numerous documents that raise significant legal concerns regarding the process by which R-1069 came into being. Once the validity of the unsolicited documents was confirmed, pursuant to the Attorney Rules of Professional Conduct and at the direction of

[1] In fact, the undersigned's law practice is based in Auburn and the undersigned resides in Renton.

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the Mayor, the undersigned began reviewing the origin and process of R-1069 from inception to adoption. These findings based upon available information are herewith presented.

IV. INFORMATION REVIEWED

The undersigned has reviewed:

- Washington statutes;
- Federal and state court decisions;
- The Black Diamond Municipal Code;
- The Council Rules;
- R-1069;
- Emails and other documents produced in response to citizen public disclosure requests;
- Transcripts from committee meetings;
- The audio of the April 21, 2016 meeting (first hour);
- Emails through the City server;
- Correspondence from the Risk Pool (the City's Insurer);
- Documents and information produced by Staff;
- Legal memoranda of the prior City Attorney Carol Morris; and
- Memoranda from attorneys retained by Council members Pepper and Morgan.

In addition, the undersigned has reviewed information from council members, the Mayor, former City Attorney Morris, witnesses, staff, and citizens who have proffered information.

The findings herein are based upon a more likely than not basis, and are based upon the evidence made available to date.

V. SUMMARY OF CONCLUSIONS

A. VIOLATION OF THE SUNSHINE LAWS.

The citizens of Washington enacted numerous "sunshine" laws, designed to end the practice of backroom decisions shielded from the eyes of the public. Two of the primary sunshine laws are the Open Public Meetings Act[2] and the Public Records Act.[3]

---

[2] RCW 42.30 et seq.

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Documents obtained from the private email accounts of Council members Pepper, Weber, and Morgan indicate that on a more likely than not basis, R-1069 was created in violation of the Sunshine laws, with the intent of interfering with the government operations of Black Diamond.

A comparison of the documents from their private email accounts with their City email accounts indicate, on a more likely than not basis, that Council members Pepper, Weber, and Morgan were attempting to hide their actions as council members in the crafting and implementation of R-1069 and other resolutions.

The evidence indicates a pattern of collusion in decision making by Council members Pepper, Weber, and Morgan outside of the eyes of the public, and a concerted attempt to hide such activities.

Consequently, under the OPMA R-1069 is void *ab initio*, that is, void from inception.

B. R-1069 WAS ENACTED FOR ILLICIT PURPOSES

The evidence indicates that the purpose of R-1069 is to stall governmental operations and to interfere with the City upholding its obligations under law. Because the Mayor is vested by statute with both the authority and duty to uphold the constitution, statutes, and ordinances, the Mayor has a legal obligation to not enforce R-1069.

C. R-1069 VIOLATES STATE AND LOCAL LAW.

R-1069 illegally divests the Mayor of her duties imposed by State law. In addition, R-1069 conflicts with the Black Diamond Municipal Code. Consequently, the Mayor has a legal obligation to not enforce it.

[3] RCW 42.56 et seq.

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VI. FACTS

Some of the information is from the private email accounts of Council members Weber, Morgan, and Pepper in response to a public records request by a citizen. It was up to the individual council members to comply with the request and on their own produce responsive documents. It should be noted that there are inconsistencies in what has been produced.[4] Based on the evidence gathered to date:

A. PRE-COUNCIL MEETING DECISIONS BY THE MAJORITY

In December 2015, Council members Pepper and Morgan were meeting with non-resident campaign supporters about changing the operation of the government in Black Diamond. By December 30, 2015, Council members Pepper, Weber, and Morgan apparently began "practicing" for something for the first council Meeting on January 7, 2016. Morgan then states to the group:

> I think it might be smarter to just name me Mayor Pro Tem and go along with the Council Committee appointments . ... then come up with a clean copy of the "new council rules" after a citizen meeting and some support public input.

Id.

On January 7, 2016, it appears Council members Pepper, Morgan, and Weber tried to introduce a 40-page document without notice to the public, the Mayor, or other council members. This effort failed because they did not know how to introduce the document.

The next day a flurry of emails commenced through the private email accounts of Pepper, Morgan, and Weber about rule changes. The emails were entitled "The Rules Shall Set You Free," and "Outrageous!" For the next four days, emails shot back and forth with numerous comments about the new rules. Many decisions were made by the three

[4] The undersigned has reviewed hundreds of emails to date. A few are produced here for example only.

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privately, as evidenced by the plan to keep Councilmember Janie Edelman from any chairmanships:

> Also, **are we all still confirmed with resolve** to knock Janie out of any chairmanship of any committee. . . .

From January 8 to January 12 (the deadline for resolutions for the January 21 council meeting), approximately 33 emails were exchanged on private email accounts between Morgan, Weber, and/or Pepper regarding the rule changes and a special meeting to get them adopted. Of note is that there were only a few emails, if any, on their City emails accounts. However, they did use their City email accounts to communicate with the Mayor and staff. This pattern continued after January 12.

Thus Morgan, Weber, and Pepper switched back and forth between their private email accounts and their City ones, depending on the topic. For routine City issues and communication with City Staff or the Mayor, the City email accounts were usually used. When discussing the rules, special meetings, committees, appointments, and scripts prepared by outsiders, the private email accounts were used.[5]

The email evidence is significant that Morgan, Pepper, and Weber were making collective decisions about the rules and other City policy in secret. This action was confirmed a document that emerged from an interesting Public Records Request made at the May 5, 2016 Council meeting, wherein Robbin Taylor requested all the documents of council members Pepper and Morgan on the dais. The Council members were directed to not remove any items so the Clerk could gather them up, copy them, and have them reviewed for privilege. Despite that instruction, at the end of the meeting Councilmember

[5] In addition, documents were drafted to request a special meeting two days before the regular one to adopt the new rules. Morgan, Weber, and Pepper worked in concert to have this "special meeting" even though there was a regular meeting in two days.

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Pepper was observed by a citizen cramming a few documents into her bag. The Mayor told her to stop and retrieved them.

It turns out that one of the documents was entitled, "A Plan." The "Plan" has Weber, Pepper, and Morgan agreeing to agree on each and every item: "When one says something, the other 2 should speak up and offer agreement."

The Plain then lays out what they have already decided: Substitute the Agenda, Amend the minutes, Reject the DKS claim, etc. Then there is agreement on how to get out of Executive Session:

> Adjourn the exec session if you are cross-examined. Say: "we are done with this exec session, do you agree Pat, Erika, Brian?"

Had Ms. Taylor not requested Pepper's and Morgan's dais documents, this "plan" would have never come to the light of day for the public.

VII. AUTHORITY

A. VIOLATION OF THE SUNSHINE LAWS.

The purpose of the Open Public Meetings Act is to ensure that all conduct of elected offices are "taken openly and that their deliberations be conducted openly. . . . The people insist on remaining informed so that they may retain control over the instruments they have created." *RCW 42.30.010.*

Upon enactment of the OPMA, the Attorney General issued an opinion as to its scope and purpose, which was to "block evasive" maneuvers to hide discussions and decision making by elected offices. *AGO 1971 no. 33.* The entire decision making process was to be done openly before the public. *Id.*

The Washington Supreme Court adopted this interpretation from the outset: "We believe that the purpose of the Act is to allow the public to view the decision-making process

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at all stages." *Cathcart v. Andersen, 85 Wn.2d 102, 107, 530 P.2d 313 (1975)*.

Thus, any time a majority in any way comes to a collective decision outside of open meetings, the OPMA is violated. *AGO 1971 no. 33; Wood v. Battle Ground School Dist., 107 Wn. App. 550, 562, 27 P.3d 1208 (2001).* The majority need not be in the same location or acting at the same time. *Id.* All that is needed is a collective decision by the majority, even informally. AGO 1971 no. 33.

This broad interpretation is to prevent the kind of end runs and evasive techniques we see here. *Id.* Here we have Council members Pepper, Weber, and Morgan using their private email accounts to make decisions as a majority, while using their City email accounts for routine city matters. This is exactly the kind of evasive technique that the OPMA does not permit. Because R-1069 was concocted, drafted, discussed, and decided upon by the Pepper, Weber, and Morgan, a majority, outside of the public deliberative process, it is null and void. RCW 42.30.060.

Nor may subsequent adoption at a council meeting revive it. *Cathcart, 85 Wn.2d at 107.* In *Cathcart*, the Washington Supreme Court made short shrift of the claim that subsequent adoption in an open meeting saved the decision made in violation of the OPMA, because the purpose of the act is to allow the public to see the decision making process "at all stages." *Id.* Otherwise, the Court held, the purpose of the OPMA would be violated. *Id.*

This remains the law: when any part of the process violates the OPMA, all actions resulting from them "are a legal nullity." *Mason County v. PERC, 54 Wn. App. 36, 41, 771 P.2d 1185 (1989)*. Forty-five years ago the Attorney General pointed this out; the courts adopted it; and it remains the law. As a result, R-1069 is null and void.

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B. R-1069 WAS ENACTED FOR ILLICIT PURPOSES

As set forth in the 6/2/16 memorandum regarding Committees, R-1069 cannot be enforced because it was designed to and functions as an impediment to governmental operations. The 6/2/16 memorandum is incorporated herein.

C. R-1069 VIOLATES STATE LAW.

1. CITY COUNCILS MAY NOT LIMIT MAYORAL POWER.

"Municipal authorities cannot exercise powers except those expressly granted, or those necessarily implied from granted powers." *Sundquist Homes Inc. v. Snohomish County, 140 Wn.2d 403, 410, 997 P.2d 915 (2000).* This is well-established law governing bodies created by state power. *Moses Lake School Dist. v. Big Bend, 81 Wn.2d 551, 556, 503 P.2d 86 (1972).*

It has been established for over a hundred years that city councils are specifically restricted from attempts to curtail or invade mayoral power:

> The duties of mayors of towns of the fourth class are defined by statute; and the town councils of such towns clearly are not authorized to amend such statutes by adding to or taking from the duties therein provided for.

Bothell v. Woody, 90 Wash. 501, 504, 156 P. 534 (1916). Thus, where the Legislature grants power to a mayor and not the council, the council may not interfere. *State v. Volkmer, 73 Wn. App. 89, 94, 867 P.2d 678 (1994).*

2. THE COUNCIL MAY NOT IMPEDE THE MAYOR AS PRESIDING OFFICER OF COUNCIL MEETINGS.

R-1069 seeks to limit the Mayor's authority as presiding officer of Council meetings, attempting to take away the gavel. Yet the Mayor is authorized and directed by statute to preside over the meetings and maintain order. The rule changes amending those duties are invalid.

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RCW 35A.12.100 also authorizes the Mayor to present city business to the Council at council meetings for action. R-1069 seeks to take away that right by mandating agendae approved only by two council members. Not only is there no authority for this process, it violates RCW 35A.12.100.

3. THE COUNCIL MAY NOT GRANT ITSELF THE RIGHT TO CONTROL THE PRELIMINARY AGENDA.

The issue of council agendae is mentioned only three times in statutes, under RCW 35A.22.288, RCW 35A.12.160, and RCW 42.30.077.

RCW 35A.22.288 and 35A.12.160 each require "the City", not the city council, to prepare a preliminary agenda. RCW 35A.12.010 defines the city as "an elected mayor and an elected council." Thus the "City" is comprised of both.

Therefore, the preliminary agenda needs to be developed by both the Mayor and the Council. Under the council rules, the Mayor drafts the agenda and the council members may add to it by timely submitting their items. The council rules strike the appropriate balance between the Mayor and the Council.

R-1069, on the other hand, vests the council with agenda power the State has already defined as belonging to both the Mayor and Council together. As such, R-1069 is invalid.

Nor does the claim that because the council can regulate its "internal" affairs, it can divest the Mayor of her right to craft the preliminary agenda. "Internal affairs" is defined by the statute in which it is referenced, i.e.

> The functions, powers, and duties of its officers and employees; within the limitations imposed by vested rights, to fix the compensation and working conditions of such officers and employees and establish and maintain civil service, or merit systems, retirement and pension systems not in conflict with the provisions of this title or of existing charter provisions until changed by the people.

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RCW 35A.11.020. This is distinct from external affairs, i.e., ordinances, laws, and contracts that reach beyond city hall. The statute distinguishes those actions in a separate section from internal affairs.

D. OTHER PROBLEMS WITH R-1069.

Many of the proposed changes of R-1069 are irrelevant to the functioning of government. For example, nothing precludes council members from bestowing titles upon themselves, provided that powers not granted by statute are not likewise bestowed. Changing the parliamentarian is likewise irrelevant, since the Mayor as presiding officer can consult with anyone of her choosing. These minor issues are within the prerogative of the Council, and since they have no impact upon the function of the City, are not problematic.

VIII. CONCLUSION

Unfortunately the manner in which R-1069 came about, the divestment of power from the Mayor, and the committee structure are very problematic. For the reasons set forth above, R-1069 is void ab initio (invalid from the outset) as violative of the OPMA and because it conflicts with state and local law.

RESPECTFULLY SUBMITTED on June 2, 2016.

YVONNE KINOSHITA WARD LLC

/s/ Yvonne Kinoshita Ward

Yvonne Kinoshita Ward, WSBA #20276
Interim City Attorney
128 – 14th St. SE, Auburn, WA 98002
253-887-8686; yvonneward2013@gmail.com

Carolyn Harp

Answers by Jim Doherty
Legal Consultant MRSC; local government success

It appears that much of the conflict stems from a misunderstanding of the roles of the mayor and council. A review of MRSC's "Mayor and Councilmembers Handbook" would be helpful to all involved.

The mayor's role is to facilitate meetings of the city council so that the policy making process runs smoothly. We sometimes find that a mayor assumes that if they are in charge of administering the city, then they are also responsible for directing the council, which is not correct. Here's a relevant section from p. 40 of the above referenced publication.

Whose meeting is it anyway?

> **In general, mayors should remember that the council meeting is just that – it's the council's meeting, not the mayor's meeting. The council sets its own rules and has ultimate control over the agenda. The mayor's role is to chair the meeting.**
>
> **The mayor must balance being strong enough with being democratic enough to involve all members in the meeting. To be effective, he or she needs the support of the councilmembers. Trust is built by evenhandedness and fairness to all participants. Trust also requires that the chairperson not use the powers of the chair unfairly to win a point or argument.**
>
> **In addition to maintaining order and decorum at council meetings, the mayor must see to it that all motions are properly dealt with as they arise. The mayor's refusal to allow a motion to be considered is subject to appeal, as are all of the mayor's decisions regarding procedures.**
>
> **A simple majority vote is all that is required to overrule the mayor's decision on procedural issues, including adjournment. If the decision of the chair is sustained, no further action is taken; but if the decision of the chair is overruled by the council, the council goes forward with the discussion of the motion or other matter before it.**

Clearly the council is ultimately responsible for determining the agenda, though often a mayor assists with that process. Items can be added or removed from the agenda by a majority vote of the city council.

If a majority of the city council request that a special meeting be called to discuss certain issues, the mayor should promptly put out the required notice – with the requested agenda. The mayor's role in such situations is ministerial. The mayor does not have ultimate control over what topics the council chooses to discuss, at either a regular meeting or a special meeting.

Since drafting the above comments yesterday, I had the time to review the memos prepared by Yvonne Ward that are posted on the Enumclaw newspaper website. The memos raise numerous troubling issues. It is clear that the city needs to hire an experienced city attorney who will be respected by all involved. When is that expected? Having good legal counsel could help to avoid much of the procedural issues that are making it impossible for policy development to proceed.

Carolyn Hunt

Questions
From: Erika Morgan [mailto:erikamorganblackdiamond@gmail.com]
Sent: Wednesday, May 25, 2016 3:35 PM
To: Jim Doherty <jdoherty@mrsc.org>
Cc: Erika Morgan <erikamorganblackdiamond@gmail.com>
Subject: Black Diamond request for assistance

Hello Jim,

I am a councilmember from Black Diamond, we are engaged in a power struggle between a strong Mayor, and a Council who wants to regain its legislative authority in a code city without a charter of under 5,000.
We have been having some irregularities in our city government and I need to ask a few questions:

Our council rules say three council members, or the Mayor can call or cancel a special meeting with 24 hours notice.
We called a special meeting for tonight May 25, 7pm and sent in our agenda for that meeting to the clerk and cced the Mayor May 20.
The Clerk said she would notice the meeting through a phone call on the morning of May 23, but never did.
The Mayor instructed the Clerk to not issue the Council's special meeting agenda and instead noticed her own Agenda that was not approved according to the Council Rules.
Was it appropriate for the Mayor to instruct the Clerk to disregard the Council's special meeting request and agenda?

On another issue, the Mayor is contending that she does not have to follow the Council's Rules and Roberts Rules because as Mayor she has powers vested in state law that trump them and allow her to direct the activities of the Council. Is this correct?

Finally, the Mayor is threatening us with legal sanctions and possible criminal liability for not attending Council meetings. Some Councilmembers are unwilling to attend a Council meeting where the Presiding Official claims no obligation to follow proper procedures and where the agenda is dictated by the Mayor. At the last meeting I attempted to move to amend the agenda and the Mayor threatened me with expulsion. Are there legal sanctions that can compel a Councilmember to attend a council meeting other than the requirement in state law regarding three consecutive regular council meetings?

Can you describe the role of the Mayor as the presider at the Council's meeting, and the relationship she has with the legislative council and its objectives.

Thank you Jim! Erika Morgan Council Mayor Pro Tempore

Over for answers.

Tom Ekberg, Black Diamond, 6/2/2016

Recently, the newspaper printed a document from Attorney Ward regarding Council meeting procedure. Part of her document says "no statute, case or ordinance that allows the decision of the Presiding Officer to be challenged or overruled." This can be found in the "Voice of the Valley", year 47, number 22, Tuesday May 31, 2016, page 3, spanning columns 3 and 4.

I am part of a group of volunteers who did some research on this statement, and we obtained information from Paul McClintock a Professional Registered Parliamentarian. Paul McClintock has been a member of the National Association of Parliamentarians since 1992 (24 years).

He gave permission to read his findings.

> The statement about "no statute, case or ordinance that allows the decision of the Presiding Officer to be challenged or overruled" conveniently disregards the Council Rules and Roberts which are included by reference.

The references to the council rules come from the "RULES OF PROCEDURE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON" in the city's web site. To find this document, just search for rules - it is the first match.

> RCW (Revised Code of Washington) 35A.12.120 states in part: "The council shall determine its own rules and order of business, and may establish rules for the conduct of council meetings and the maintenance of order."
>
> Council rule 6.5 says: "Any Councilmember shall have the right to challenge any action or ruling of the Presiding Officer or other member, as the case may be, in which case the decision of the majority of the Councilmembers present shall govern."
>
> Furthermore, council rule 7.1 adopts the current edition (currently the 11th) of Robert's Rules of Order Newly Revised (RONR) to govern City Council meetings, and it devotes pages 255-260 on section 24 on the motion to Appeal the ruling of the chair.
>
> Demeter's Manual of Parliamentary Law and Procedure (1969) provides in chapter 15 ("Court Citations") on p. 204: "But the presiding officer of an organization cannot prevent the transaction of business either by leaving the meeting or by refusing to put a motion, which is in order and which is duly made and seconded, to a vote; and in case of such refusal, the vice president may properly put the motion, although the president is still in the room."

These findings are in clear contradiction of Attorney Ward's statement. I would like to say more on that point, but I will not. I have stated facts and made clear references. I think you will agree that Paul McClintock has some important points.

CERTIFICATION

Date: November 17, 2016 Council Meeting

Check No.'s/EFT	Batch Name	Check/EFT Date	Amount
EFT's	November – Pre-Council EFT's Nov 2nd Council	11/10/16	$ 5,362.64
44093	November – Pre-Council Nov 2nd Council	11/4/2016	$ 750.00
44094-44125	November – 2nd Nov Batch for 11/17 Council	11/18/2016	$ 77,332.10
		TOTAL	$ 83,444.74

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

May Miller

MAY MILLER, FINANCE DIRECTOR / CAROL BENSON, MAYOR

11-7-2016

DATE DATE

COUNCILMEMBERS DATE

_____ _____

_____ _____

Register

Fiscal: 2016
Deposit Period: 2016 - November
Check Period: 2016 - November - Pre-Council Nov 2nd Council , 2016 - November - Pre-Council EFT Nov 2nd Council , 2016 - November - 2nd Nov Batch for 11/17 Council

Number	Name	Print Date	Clearing Date	Amount
Columbia Bank	**390562401**			
Check				
44094	ADT Security Services (PA)	11/18/2016		$133.72
44095	Alliance 2020. Inc	11/18/2016		$30.00
44096	BHC Consultants, LLC	11/18/2016		$6,983.08
44097	CenturyLink (WA)	11/18/2016		$1,062.71
44098	City of Black Diamond	11/18/2016		$1,331.52
44099	Clark Chamberlin	11/18/2016		$67.39
44100	Dept of Labor & Industry	11/18/2016		$96.90
44101	Gary S. Babick	11/18/2016		$16.00
44102	GOS Printing	11/18/2016		$545.47
44103	Granite Telecommunications	11/18/2016		$44.72
44104	Gunner Bridges	11/18/2016		$16.00
44105	Home Depot Credit Service	11/18/2016		$145.36
44106	Honey Bucket/Northwest Cascade Inc.	11/18/2016		$87.00
44107	Jason Anderson	11/18/2016		$1,000.00
44108	Kenneth Willaims	11/18/2016		$7.00
44109	King Co. Finance- Wastewater Treat Div.	11/18/2016		$44,131.50
44110	King County Prosecuting Attorney	11/18/2016		$86.64
44111	Modular Space Corp	11/18/2016		$5,412.63
44112	MRSC	11/18/2016		$120.00
44113	O'Brien, Barton, & Hopkins, PLLP	11/18/2016		$2,500.00
44114	Office Products Nationwide	11/18/2016		$646.32
44115	Parametrix, Inc.	11/18/2016		$3,037.74
44116	Public Safety Testing, Inc	11/18/2016		$193.00
44117	Reber Ranch, Inc.	11/18/2016		$260.59
44118	Regional Animal Services of King County	11/18/2016		$105.00
44119	RH2 Engineering Inc.	11/18/2016		$463.28
44120	Secure Pacific Corporation	11/18/2016		$182.55
44121	Severson's Building Maint	11/18/2016		$1,550.00
44122	Shake N Bake, LLC	11/18/2016		$105.40
44123	Valley Automotive Repair & Electric	11/18/2016		$281.78
44124	Voice of The Valley	11/18/2016		$486.00
44125	Washington State Treasurer	11/18/2016		$6,202.80
		Total	**Check**	**$77,332.10**
Deposit				
CM Deposit - 11/1/2016 3:02:31 PM		11/1/2016		$218.00

Number	Name	Print Date	Clearing Date	Amount
CM Deposit - 11/10/2016 12:19:36 PM		11/10/2016		$5,964.38
CM Deposit - 11/10/2016 12:20:09 PM		11/10/2016		$1,072.95
CM Deposit - 11/2/2016 11:16:57 AM		11/2/2016		$3,527.97
CM Deposit - 11/2/2016 11:49:34 AM		11/2/2016		$17,313.13
CM Deposit - 11/4/2016 12:53:27 PM		11/4/2016		$5,793.92
CM Deposit - 11/7/2016 2:50:59 PM		11/7/2016		$5,747.50
CM Deposit - 11/7/2016 3:14:19 PM		11/7/2016		$926.25
CM Deposit - 11/7/2016 3:47:58 PM		11/7/2016		$0.00
CM Deposit - 11/9/2016 12:02:45 PM		11/9/2016		$7,962.39
CM Deposit - 11/9/2016 12:03:24 PM		11/9/2016		$6,636.14
CM Deposit - 11/9/2016 12:03:44 PM		11/9/2016		$313.00
CM Deposit - CC PD 11/4/2016 4:17:49 PM		11/4/2016		$168.00
CM Deposit - CC PD 11/9/2016 9:27:15 AM		11/9/2016		$214.00
IC - (Nov 1 2016 9:09PM Visa/MC/EFT/DSC)	Receipting Vendor	11/1/2016		$1,436.37
IC - (Nov 2 2016 9:04PM Visa/MC/EFT/DSC)	Receipting Vendor	11/2/2016		$237.20
IC - (Nov 2 2016 9:04PM Visa/MC/EFT/DSC 2)	Receipting Vendor	11/2/2016		$1,212.45
IC - (Nov 3 2016 9:06PM Visa/MC/EFT/DSC)	Receipting Vendor	11/3/2016		$602.70
IC - (Nov 4 2016 9:04PM Visa/MC/EFT/DSC)	Receipting Vendor	11/4/2016		$666.01
IC - (Nov 5 2016 8:56PM Visa/MC/EFT/DSC)	Receipting Vendor	11/5/2016		$16,980.23
IC - (Nov 6 2016 8:59PM Visa/MC/EFT/DSC)	Receipting Vendor	11/6/2016		$449.23
IC - (Nov 7 2016 9:05PM Visa/MC/EFT/DSC)	Receipting Vendor	11/7/2016		$421.08
IC - (Nov 8 2016 9:02PM Visa/MC/EFT/DSC)	Receipting Vendor	11/8/2016		$294.81
IC - (Nov 9 2016 9:06PM Visa/MC/EFT/DSC)	Receipting Vendor	11/9/2016		$275.16
		Total	**Deposit**	**$78,432.87**
		Total	**390562401**	**$155,764.97**
		Grand Total		**$155,764.97**

Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
ADT Security Services (PA)					
	44094			**2016 - November - 2nd Nov Batch for 11/17 Council**	
		604347656			
			001-000-248-518-20-49-02	MDRT Bldg Security Costs	$19.43
			001-000-254-518-20-49-00	Facilities Security	$29.15
		Total 604347656			**$48.58**
		604689002			
			001-000-270-576-80-49-02	Security	$1.71
			001-000-280-536-20-49-02	Security	$3.41
			101-000-000-542-90-49-03	Security	$18.73
			401-000-000-534-80-49-07	Security	$20.43
			407-000-000-535-80-49-05	Security	$20.43
			410-000-000-531-10-49-04	Security	$20.43
		Total 604689002			**$85.14**
	Total 44094				**$133.72**
Total ADT Security Services (PA)					**$133.72**
Alliance 2020. Inc					
	44095			**2016 - November - 2nd Nov Batch for 11/17 Council**	
		25880			
			001-000-140-514-23-49-00	Miscellaneous	$30.00
		Total 25880			**$30.00**
	Total 44095				**$30.00**
Total Alliance 2020. Inc					**$30.00**
BHC Consultants, LLC					
	44096			**2016 - November - 2nd Nov Batch for 11/17 Council**	
		0008206			
			001-000-240-558-51-41-06	Plans Examiner Costs	$350.00
		Total 0008206			**$350.00**
		0008207			
			310-000-025-558-60-41-00	Comp Plan Update-Prof Svs	$4,183.08
		Total 0008207			**$4,183.08**
		0008208			
			001-000-246-558-70-41-00	MDRT Planning Prof. Services	$2,450.00
		Total 0008208			**$2,450.00**
	Total 44096				**$6,983.08**
Total BHC Consultants, LLC					**$6,983.08**

Vendor	Number	Reference	Account Number	Description	Amount
CenturyLink (WA)					
	44097		**2016 - November - 2nd Nov Batch for 11/17 Council**		
		102416 CL			
			001-000-120-512-50-42-00	Telephone/DSL	$48.45
				Court/PD Security Line 360-886-2456 160B	
			001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards	$140.13
				Police T1 Line-KC Inet 2096-T51-3585 584B	
			001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards	$50.72
				Police Fax 360-886-2901 325B	
			001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards	$175.15
				Police Main Line 253-631-1012 182B	
			001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards	$48.45
				Police Line 2 360-886-2862 596B	
			001-000-254-518-20-42-00	Facilities-Communication	$30.77
				Facilities 360-886-2560 (Old City Hall Main Line)	
			001-000-270-576-80-42-00	Telephone/DSL/Radios	$4.51
				Parks 360-886-2523 656B	
			001-000-280-536-20-42-00	Telephone, DSL & Radios	$2.25
				Cemetary 360-886-2523 656B	
			101-000-000-542-90-42-01	Telephone/DSL/Radios	$24.80
				Streets 360-886-2523 656B	
			401-000-000-534-80-42-00	Telephone/DSL/Radios	$254.31
				Water Resevior 360-886-7235 830B	
			401-000-000-534-80-42-00	Telephone/DSL/Radios	$27.05
				Water 360-886-2523 656B	
			407-000-000-535-80-42-00	Telephone/DSL/Radios	$48.45
				Diamond Glen Sewer 360-886-0537 580B	
			407-000-000-535-80-42-00	Telephone/DSL/Radios	$53.21
				Morganville Pump Station 360-886-2835 784B	
			407-000-000-535-80-42-00	Telephone/DSL/Radios	$27.05
				Sewer 360-886-2523 656B	
			407-000-000-535-80-42-00	Telephone/DSL/Radios	$57.34
				Old Lawson Pump Station 360-886-8146 712B	
			407-000-000-535-80-42-00	Telephone/DSL/Radios	$43.02
				Ridge Sewer Pump Station 360-886-0474 006B	
			410-000-000-531-10-42-00	Telephone/DSL/Radios	$27.05
				Drainage 360-886-2523 656B	
		Total 102416 CL			**$1,062.71**
	Total 44097				**$1,062.71**
Total CenturyLink (WA)					**$1,062.71**
City of Black Diamond					

Vendor	Number	Reference	Account Number	Description	Amount
44098			2016 - November - 2nd Nov Batch for 11/17 Council		
	10272016 COBD				
		October Services			
		001-000-212-521-50-47-01		Water	$59.57
		2470.0 Police - Water			
		001-000-212-521-50-47-02		Sewer	$62.26
		2470.0 Police - Sewer			
		001-000-212-521-50-47-03		Stormwater	$80.00
		2470.0 Police - Storm			
		001-000-248-518-20-47-01		MDRT BD Wtr, Swr, Storm	$46.94
		2498.0 City Hall - MDRT			
		001-000-254-518-20-47-00		Facilities-Utilities	$70.40
		2498.0 City Hall			
		001-000-270-575-30-47-01		Museum Water/Sewer/Storm	$32.00
		1399.5 Museum - Storm			
		001-000-270-575-30-47-01		Museum Water/Sewer/Storm	$112.08
		2070.0 Museum - Water, Sewer			
		001-000-270-575-51-47-01		Gym-Stormwater	$32.00
		1399.1 Gym - Storm			
		001-000-270-575-51-47-02		Gym-Sewer	$62.26
		1399.0 Gym - Sewer			
		001-000-270-575-51-47-03		Gym-Water	$44.97
		1399.0 Gym - Water			
		001-000-270-576-80-47-01		Water	$3.25
		1045.0 PW Shops - Water			
		001-000-270-576-80-47-01		Water	$35.63
		1582.0 Eagle Creek - Water			
		001-000-270-576-80-47-01		Water	$35.63
		2306.0 Coal Car - Water			
		001-000-270-576-80-47-02		Sewer	$4.98
		1045.0 PW Shops - Sewer			
		001-000-270-576-80-47-03		Stormwater	$11.52
		1045.0 PW Shops - Stowmwater			
		001-000-270-576-80-47-03		Stormwater	$96.00
		1399.2 Boat Launch - Storm			
		001-000-280-536-20-47-01		Water	$0.81
		1045.0 PW Shops - Water			
		001-000-280-536-20-47-01		Water	$35.69
		1457.0 Cemetery - Water			
		001-000-280-536-20-47-02		Sewer	$1.23
		1045.0 PW Shops - Sewer			
		001-000-280-536-20-47-03		Stormwater	$2.88
		1045.0 PW Shops - Stowmwater			

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-530-522-10-47-01	Water	$36.54
			2200.0 Fire Dept. - Water		
			001-000-530-522-10-47-02	Sewer	$62.26
			2200.0 Fire Dept. - Sewer		
			001-000-530-522-10-47-03	Stormwater	$40.00
			1399.4 Fire Dept. - Storm		
			101-000-000-543-31-47-01	Water	$6.09
			1045.0 PW Shops - Water		
			101-000-000-543-31-47-01	Water	$44.46
			Railroad Ave Irrig		
			101-000-000-543-31-47-02	Sewer	$9.34
			1045.0 PW Shops - Sewer		
			101-000-000-543-31-47-03	Stormwater	$21.60
			1045.0 PW Shops - Stowmwater		
			401-000-000-534-80-47-01	Water	$10.14
			1045.0 PW Shops - Water		
			401-000-000-534-80-47-02	Sewer	$15.57
			1045.0 PW Shops - Sewer		
			401-000-000-534-80-47-03	Stormwater	$36.00
			1045.0 PW Shops - Stowmwater		
			407-000-000-535-80-47-01	Water	$10.14
			1045.0 PW Shops - Water		
			407-000-000-535-80-47-02	Sewer	$15.57
			1045.0 PW Shops - Sewer		
			407-000-000-535-80-47-03	Stormwater	$96.00
			1399.3 Sewer Lagoon - Storm		
			407-000-000-535-80-47-03	Stormwater	$36.00
			1045.0 PW Shops - Stowmwater		
			410-000-000-531-10-47-01	Water	$10.14
			1045.0 PW Shops - Water		
			410-000-000-531-10-47-02	Sewer	$15.57
			1045.0 PW Shops - Sewer		
			410-000-000-531-10-47-03	Stormwater	$36.00
			1045.0 PW Shops - Stowmwater		
		Total 10272016 COBD			**$1,331.52**
	Total 44098				**$1,331.52**
Total City of Black Diamond					**$1,331.52**
Clark Chamberlin					
	44099		**2016 - November - 2nd Nov Batch for 11/17 Council**		
		2871.0			
			410-000-000-343-83-00-00	Stormwater Charges	$67.39

Vendor	Number	Reference	Account Number	Description	Amount
				Refund of Storm, New Owner	
		Total 2871.0			**$67.39**
	Total 44099				**$67.39**
Total Clark Chamberlin					**$67.39**
Dept of Labor & Industry					
	44100			**2016 - November - 2nd Nov Batch for 11/17 Council**	
		276845			
			001-000-181-518-30-48-00	Facility-Vehicle Mtc. & Repair	$22.40
			001-000-270-575-51-48-00	Gym Facility Repair & Maintenance	$74.50
		Total 276845			**$96.90**
	Total 44100				**$96.90**
Total Dept of Labor & Industry					**$96.90**
First Bankcard					
	EFT Payment 11/7/2016 1:16:25 PM - 1			**2016 - November - Pre-Council EFT Nov 2nd Council**	
		Boettcher 4444 101416			
			October Charges		
			410-000-000-531-10-49-13	Prof Svs-Low Impact Implementation	$1,595.81
				PW-Printing of Stormwater Manuals for 2016 Public Hearing	
		Total Boettcher 4444 101416			**$1,595.81**
		Brenda Martinez 4360 101416			
			October Charges		
			001-000-180-518-90-49-03	Bank Analysis Fee/Merch CC Fees	$36.75
		Total Brenda Martinez 4360 101416			**$36.75**
		Brian Martinez 8183 101416			
			October Charges		
			001-000-180-518-90-49-03	Bank Analysis Fee/Merch CC Fees	$45.20
			001-000-210-521-10-31-00	Operating Supplies	$77.95
				Police-Patrol Radio Batteries	
			001-000-210-521-10-35-00	Firearms Program	$175.00
				Police-Range Fee	
			001-000-210-521-10-35-00	Firearms Program	$85.00
				Police-Annual Membership	
		Total Brian Martinez 8183 101416			**$383.15**
		Chatterson 4096 101416			
			October Charges		
			001-000-180-518-90-49-03	Bank Analysis Fee/Merch CC Fees	$46.07
			001-000-210-521-10-32-00	Fuel	$33.88
				Police-Fuel For PORTSD Training	
			001-000-210-521-10-32-00	Fuel	$40.92
				Police-Fuel For PORTSD Training	

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-210-521-10-43-00	Lodging, Meals & Mileage	$10.16
				Police-Meal For PORTSD Training	
			001-000-210-521-10-43-00	Lodging, Meals & Mileage	$13.04
				Police-Meal For PORTSD Training	
			001-000-210-521-10-43-00	Lodging, Meals & Mileage	$4.93
				Police-Meal For PORTSD Training	
		Total Chatterson 4096 101416			**$149.00**
		Dal Santo 9871 101416			
			October Charges		
			001-000-180-518-90-49-03	Bank Analysis Fee/Merch CC Fees	$42.22
			001-000-270-576-80-32-00	Fuel	$2.74
				PW-Fual for APWA Conference	
			001-000-270-576-80-43-00	Meals, Mileage & Lodging	$29.17
				PW_Lodging for APWA Conference Dal Santo	
			001-000-270-576-80-43-00	Meals, Mileage & Lodging	$7.29
				PW-Lodging for APWA Conferance Hanis	
			001-000-280-536-20-32-00	Fuel	$0.67
				PW-Fual for APWA Conference	
			001-000-280-536-20-43-00	Meals, Miles & Lodging	$29.17
				PW-Lodging for APWA Conferance Hanis	
			001-000-280-536-20-43-00	Meals, Miles & Lodging	$7.29
				PW_Lodging for APWA Conference Dal Santo	
			101-000-000-542-90-43-00	Meals, Mileage & Lodging	$54.70
				PW_Lodging for APWA Conference Dal Santo	
			101-000-000-542-90-43-00	Meals, Mileage & Lodging	$54.70
				PW-Lodging for APWA Conferance Hanis	
			101-000-000-543-50-32-00	Fuel	$5.14
				PW-Fual for APWA Conference	
			101-000-000-543-50-35-00	Small Tools & Equipment	$32.56
				PW-3/4" Socket Expansion	
			401-000-000-534-80-32-00	Fuel	$8.57
				PW-Fual for APWA Conference	
			401-000-000-534-80-43-00	Lodging, Meals & Mileage	$91.16
				PW-Lodging for APWA Conferance Hanis	
			401-000-000-534-80-43-00	Lodging, Meals & Mileage	$91.16
				PW_Lodging for APWA Conference Dal Santo	
			407-000-000-535-80-32-00	Fuel	$8.57
				PW-Fual for APWA Conference	
			407-000-000-535-80-43-00	Lodging, Meals & Mileage	$91.16
				PW_Lodging for APWA Conference Dal Santo	
			407-000-000-535-80-43-00	Lodging, Meals & Mileage	$91.16
				PW-Lodging for APWA Conferance Hanis	
			410-000-000-531-10-32-00	Fuel	$8.57
				PW-Fual for APWA Conference	

Vendor	Number	Reference	Account Number	Description	Amount
			410-000-000-531-10-43-00	Lodging, Meals & Mileage	$91.16
				PW-Lodging for APWA Conferance Hanis	
			410-000-000-531-10-43-00	Lodging, Meals & Mileage	$91.16
				PW_Lodging for APWA Conference Dal Santo	
		Total Dal Santo 9871 101416			**$838.32**
		Esping 1117 101416			
			October Charges		
			001-000-180-518-10-31-00	Wellness supplies	$7.88
				Wellness Supplies for BBQ	
			001-000-180-518-10-31-00	Wellness supplies	$63.51
				Wellness Supplies for BBQ	
			001-000-180-518-90-49-03	Bank Analysis Fee/Merch CC Fees	$49.54
			001-000-181-518-30-31-00	Office & Operating Supplies	$24.99
				Facilities-Office Supplies	
			001-000-191-525-60-43-00	Emergency Mgmt Lodging, Meals & Mileage	$299.46
				EOC-Lodging for Conference	
			001-000-191-525-60-43-00	Emergency Mgmt Lodging, Meals & Mileage	$16.95
				EOC-Meal for Conference	
			001-000-191-525-60-43-00	Emergency Mgmt Lodging, Meals & Mileage	$7.00
				EOC-Meal for Conference	
			001-000-191-525-60-43-00	Emergency Mgmt Lodging, Meals & Mileage	$14.75
				EOC-Meal for Conference	
			001-000-191-525-60-49-01	Emergency Management Training	$45.00
				EOC-Fuel for Conference	
			001-000-191-525-60-49-01	Emergency Management Training	$73.00
				EOC-Fuel for Conference	
			001-000-191-525-60-49-01	Emergency Management Training	$51.00
				EOC-Fuel for Conference	
			001-000-191-525-60-49-01	Emergency Management Training	$3.00
				EOC-Meal for Conference	
			001-000-270-576-80-31-03	Operating Supplies	$3.29
				PW Office & Operating Split	
			001-000-270-576-80-35-00	Small Tools & Safety Equip	$21.60
				PW Small Tool Split	
			001-000-270-576-80-35-00	Small Tools & Safety Equip	$5.43
				PW Small Tool Split	
			001-000-270-576-80-35-00	Small Tools & Safety Equip	$6.66
				PW Small Tool Split	
			001-000-280-536-20-31-00	Cemetery Office Supplies	$1.65
				PW Office & Operating Split	
			001-000-280-536-20-35-00	Small Tools & Safety Equip	$5.39
				PW Small Tool Split	
			001-000-280-536-20-35-00	Small Tools & Safety Equip	$1.35
				PW Small Tool Split	

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-280-536-20-35-00	Small Tools & Safety Equip	$1.65
				PW Small Tool Split	
			101-000-000-542-90-31-01	Operating Supplies	$18.10
				PW Office & Operating Split	
			101-000-000-543-50-35-00	Small Tools & Equipment	$10.18
				PW Small Tool Split	
			101-000-000-543-50-35-00	Small Tools & Equipment	$12.48
				PW Small Tool Split	
			101-000-000-543-50-35-00	Small Tools & Equipment	$40.50
				PW Small Tool Split	
			310-000-002-594-18-62-00	Council Chamber & Police & Court Bldg	$15.56
				Capital Projects-HDMI Cords	
			310-000-002-594-18-62-00	Council Chamber & Police & Court Bldg	$13.66
				Capital Projects-HDMI Cords	
			310-000-002-594-18-62-00	Council Chamber & Police & Court Bldg	$12.57
				Capital Projects-HDMI Cords	
			401-000-000-534-80-31-01	Operating Supplies	$19.74
				PW Office & Operating Split	
			401-000-000-534-80-35-00	Small Tools & Safety Equip	$16.97
				PW Small Tool Split	
			401-000-000-534-80-35-00	Small Tools & Safety Equip	$20.80
				PW Small Tool Split	
			401-000-000-534-80-35-00	Small Tools & Safety Equip	$67.50
				PW Small Tool Split	
			407-000-000-535-80-31-01	Operating Supplies	$19.74
				PW Office & Operating Split	
			407-000-000-535-80-35-00	Small Tools & Safety Equipment	$16.97
				PW Small Tool Split	
			407-000-000-535-80-35-00	Small Tools & Safety Equipment	$20.80
				PW Small Tool Split	
			407-000-000-535-80-35-00	Small Tools & Safety Equipment	$67.50
				PW Small Tool Split	
			410-000-000-531-10-31-00	Office Supplies	$19.74
				PW Office & Operating Split	
			410-000-000-531-10-35-00	Small Tools and Safety Equipment	$67.50
				PW Small Tool Split	
			410-000-000-531-10-35-00	Small Tools and Safety Equipment	$20.80
				PW Small Tool Split	
			410-000-000-531-10-35-00	Small Tools and Safety Equipment	$16.97
				PW Small Tool Split	
Total Esping 1117 101416					**$1,201.18**

Vendor	Number	Reference	Account Number	Description	Amount
Goebel 5135 101416					
		October Charges			
			001-000-180-518-90-49-03	Bank Analysis Fee/Merch CC Fees	$36.75
Total Goebel 5135 101416					**$36.75**
Hanis 7970 101416					
		October Charges			
			001-000-246-558-70-43-00	Lodging, Meals & Mileage	$10.82
				PW-Meal for APWA Conference Williamson (MDRT)	
			101-000-000-542-90-43-00	Meals, Mileage & Lodging	$10.80
				PW-Meal for APWA Conference Hanis, Dal Santo	
			401-000-000-534-80-43-00	Lodging, Meals & Mileage	$10.81
				PW-Meal for APWA Conference Hanis, Dal Santo	
			407-000-000-535-80-43-00	Lodging, Meals & Mileage	$10.82
				PW-Meal for APWA Conference Hanis, Dal Santo	
			410-000-000-531-10-43-00	Lodging, Meals & Mileage	$10.82
				PW-Meal for APWA Conference Hanis, Dal Santo	
Total Hanis 7970 101416					**$54.07**
Kiblinger 4329 101416					
		October Charges			
			001-000-210-521-10-31-04	Uniforms	$147.83
				Police-Boots for Officer Reipl	
Total Kiblinger 4329 101416					**$147.83**
Lynch 4138 101416					
		October Charges			
			001-000-180-518-90-49-03	Bank Analysis Fee/Merch CC Fees	$1.75
Total Lynch 4138 101416					**$1.75**
McGraw 9074 101416					
		October Charges			
			001-000-214-521-20-42-03	Police Postage	$25.27
				Police-Postage	
Total McGraw 9074 101416					**$25.27**
Metcalf 4013 101416					
		October Charges			
			001-000-180-518-90-49-03	Bank Analysis Fee/Merch CC Fees	$1.75
Total Metcalf 4013 101416					**$1.75**
Miller 9913 101416					
		October Charges			
			001-000-140-514-23-43-00	Lodging, Meals & Mileage	$384.33
				Finance-Vision Conference	
Total Miller 9913 101416					**$384.33**
Redd 5176 101416					
		October Charges			
			001-000-180-518-90-49-03	Bank Analysis Fee/Merch CC Fees	$1.75
Total Redd 5176 101416					**$1.75**

Vendor	Number	Reference	Account Number	Description	Amount
		Tapec 8227 101416			
			October Charges		
			001-000-215-521-10-43-00	Lodging, Meals & Mileage VRF	$248.86
				Police Lodging for Maritime Security Training	
			001-000-215-521-10-43-00	Lodging, Meals & Mileage VRF	$11.67
				Police-Meal for Maritime Security Training	
			001-000-215-521-10-43-00	Lodging, Meals & Mileage VRF	$10.59
				Police-Meal for Maritime Security Training	
			001-000-215-521-10-43-00	Lodging, Meals & Mileage VRF	$9.67
				Police-Meal for Maritime Security Training	
		Total Tapec 8227 101416			**$280.79**
		Williamson 8513 101416			
			October Charges		
			001-000-180-518-90-49-03	Bank Analysis Fee/Merch CC Fees	$47.98
			001-000-246-558-70-32-00	Fuel	$39.48
				Fuel	
			001-000-246-558-70-32-00	Fuel	$20.39
				Fuel	
			001-000-246-558-70-43-00	Lodging, Meals & Mileage	($5.43)
				Parking	
			001-000-246-558-70-43-00	Lodging, Meals & Mileage	$47.82
				Parking	
			001-000-246-558-70-48-00	Vehicle Repair & Maintenance	$29.29
				Cleaning Supplies	
			001-000-246-558-70-49-00	Miscellaneous	$17.90
				Batteries-Camera	
			001-000-246-558-70-49-00	Miscellaneous	$26.71
				MDRT Meeting	
		Total Williamson 8513 101416			**$224.14**
	Total EFT Payment 11/7/2016 1:16:25 PM - 1				**$5,362.64**
Total First Bankcard					**$5,362.64**
Gary S. Babick					
	44101			**2016 - November - 2nd Nov Batch for 11/17 Council**	
		3164.0			
			410-000-000-343-83-00-00	Stormwater Charges	$16.00
				Refund of Storm, New Owner	
		Total 3164.0			**$16.00**
	Total 44101				**$16.00**
Total Gary S. Babick					**$16.00**
GOS Printing					
	44102			**2016 - November - 2nd Nov Batch for 11/17 Council**	
		86879			
			001-000-210-521-10-49-03	Printing	$490.93
				Police-Receipt Books	

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-270-576-80-31-03	Operating Supplies	$54.54
			Parks-Receipt Books		
		Total 86879			**$545.47**
	Total 44102				**$545.47**
Total GOS Printing					**$545.47**
Granite Telecommunications					
	44103		**2016 - November - 2nd Nov Batch for 11/17 Council**		
		377114305			
			001-000-248-518-20-42-00	MDRT Telephone, Fax, Internet costs	$11.18
			001-000-254-518-20-42-00	Facilities-Communication	$33.54
		Total 377114305			**$44.72**
	Total 44103				**$44.72**
Total Granite Telecommunications					**$44.72**
Gunner Bridges					
	44104		**2016 - November - 2nd Nov Batch for 11/17 Council**		
		3766.0			
			410-000-000-343-83-00-00	Stormwater Charges	$16.00
			Refund of Storm, New Owner		
		Total 3766.0			**$16.00**
	Total 44104				**$16.00**
Total Gunner Bridges					**$16.00**
Home Depot Credit Service					
	44105		**2016 - November - 2nd Nov Batch for 11/17 Council**		
		953707			
		October Charge			
			001-000-248-518-20-48-12	Bldg Maintance Alloc	$145.36
			BLDG Maint - Filters		
		Total 953707			**$145.36**
	Total 44105				**$145.36**
Total Home Depot Credit Service					**$145.36**
Honey Bucket/Northwest Cascade Inc.					
	44106		**2016 - November - 2nd Nov Batch for 11/17 Council**		
		0550150093			
			001-000-270-576-80-31-00	Portable Restroom Facilty	$87.00
			Parks-Boat Launch Rental		
		Total 0550150093			**$87.00**
	Total 44106				**$87.00**
Total Honey Bucket/Northwest Cascade Inc.					**$87.00**
Jason Anderson					
	44107		**2016 - November - 2nd Nov Batch for 11/17 Council**		
		BLD16-0054			
			001-000-240-345-89-99-10	Demo-Deposit	$1,000.00

Vendor	Number	Reference	Account Number	Description	Amount
				Refund of Demo Deposit	
		Total BLD16-0054			**$1,000.00**
	Total 44107				**$1,000.00**
Total Jason Anderson					**$1,000.00**
Judy Baxley					
	44093			**2016 - November - Pre-Council Nov 2nd Council**	
		PLN16-0031, PLN16-0032, PLN16-0040			
			001-000-240-345-89-00-09	Planning Appeals Fees	$750.00
				Refund of SEPA Appeal Fees	
		Total PLN16-0031, PLN16-0032, PLN16-0040			**$750.00**
	Total 44093				**$750.00**
Total Judy Baxley					**$750.00**
Kenneth Willaims					
	44108			**2016 - November - 2nd Nov Batch for 11/17 Council**	
		3793.0			
			410-000-000-343-83-00-00	Stormwater Charges	$7.00
				Refund of Storm, New Owner	
		Total 3793.0			**$7.00**
	Total 44108				**$7.00**
Total Kenneth Willaims					**$7.00**
King Co. Finance- Wastewater Treat Div.					
	44109			**2016 - November - 2nd Nov Batch for 11/17 Council**	
		30015513			
			407-000-000-535-80-41-04	Metro Sewer Charges	$44,131.50
		Total 30015513			**$44,131.50**
	Total 44109				**$44,131.50**
Total King Co. Finance- Wastewater Treat Div.					**$44,131.50**
King County Prosecuting Attorney					
	44110			**2016 - November - 2nd Nov Batch for 11/17 Council**	
		10312016 KCPA			
			633-000-000-586-00-00-01	Treasurers Trust Court	$86.64
		Total 10312016 KCPA			**$86.64**
	Total 44110				**$86.64**
Total King County Prosecuting Attorney					**$86.64**
Modular Space Corp					
	44111			**2016 - November - 2nd Nov Batch for 11/17 Council**	
		196942			
			001-000-248-518-20-45-01	MDRT-Bldg Rental-Modspace	$1,958.06
		Total 196942			**$1,958.06**

Vendor	Number	Reference	Account Number	Description	Amount
		501795628			
			001-000-254-518-20-45-01	Facilities-Bldg Rental/Modspace	$3,454.57
		Total 501795628			**$3,454.57**
	Total 44111				**$5,412.63**
Total Modular Space Corp					**$5,412.63**
MRSC					
	44112			**2016 - November - 2nd Nov Batch for 11/17 Council**	
		35579			
			Small Works Roster		
			401-000-000-534-80-49-02	Memberships	$40.00
			407-000-000-535-80-49-04	Miscellaneous	$40.00
			410-000-000-531-10-49-00	Miscellaneous	$40.00
		Total 35579			**$120.00**
	Total 44112				**$120.00**
Total MRSC					**$120.00**
O'Brien, Barton, & Hopkins, PLLP					
	44113			**2016 - November - 2nd Nov Batch for 11/17 Council**	
		52346			
			001-000-151-515-91-41-00	Court Legal-Public Defender	$2,500.00
		Total 52346			**$2,500.00**
	Total 44113				**$2,500.00**
Total O'Brien, Barton, & Hopkins, PLLP					**$2,500.00**
Office Products Nationwide					
	44114			**2016 - November - 2nd Nov Batch for 11/17 Council**	
		873665-0			
			001-000-210-521-10-31-00	Operating Supplies	$459.42
		Total 873665-0			**$459.42**
		874303-0			
			001-000-180-518-90-31-00	Office Supplies City Hall	$97.24
		Total 874303-0			**$97.24**
		874304-0			
			001-000-254-518-20-31-00	Facilities Operating Supplies	$89.66
		Total 874304-0			**$89.66**
	Total 44114				**$646.32**
Total Office Products Nationwide					**$646.32**

Vendor	Number	Reference	Account Number	Description	Amount
Parametrix, Inc.					
	44115			**2016 - November - 2nd Nov Batch for 11/17 Council**	
		01-77458			
			April-August Services - Not Previously Billed		
			001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix	$1,907.85
		Total 01-77458			**$1,907.85**
		01-77459			
			July Services		
			001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix	$1,129.89
		Total 01-77459			**$1,129.89**
	Total 44115				**$3,037.74**
Total Parametrix, Inc.					**$3,037.74**
Public Safety Testing, Inc					
	44116			**2016 - November - 2nd Nov Batch for 11/17 Council**	
		2016-6990			
			001-000-213-521-10-41-00	Civil Service Testing	$193.00
		Total 2016-6990			**$193.00**
	Total 44116				**$193.00**
Total Public Safety Testing, Inc					**$193.00**
Reber Ranch, Inc.					
	44117			**2016 - November - 2nd Nov Batch for 11/17 Council**	
		129332			
			001-000-270-576-80-31-03	Operating Supplies	$260.59
			Parks-Grass Seed		
		Total 129332			**$260.59**
	Total 44117				**$260.59**
Total Reber Ranch, Inc.					**$260.59**
Regional Animal Services of King County					
	44118			**2016 - November - 2nd Nov Batch for 11/17 Council**	
		10312016 RAS			
			633-000-000-589-00-00-01	King County Animal License	$105.00
		Total 10312016 RAS			**$105.00**
	Total 44118				**$105.00**
Total Regional Animal Services of King County					**$105.00**
RH2 Engineering Inc.					
	44119			**2016 - November - 2nd Nov Batch for 11/17 Council**	
		66305			
			October Services		
			402-000-003-594-34-63-06	Springs/Task 3	$463.28
		Total 66305			**$463.28**
	Total 44119				**$463.28**
Total RH2 Engineering Inc.					**$463.28**

Vendor	Number	Reference	Account Number	Description	Amount
Secure Pacific Corporation					
	44120		**2016 - November - 2nd Nov Batch for 11/17 Council**		
		97522			
			001-000-120-512-50-49-05	Security	$60.85
			001-000-212-521-50-49-05	Security	$121.70
		Total 97522			**$182.55**
	Total 44120				**$182.55**
Total Secure Pacific Corporation					**$182.55**
Severson's Building Maint					
	44121		**2016 - November - 2nd Nov Batch for 11/17 Council**		
		715958			
			001-000-248-518-20-49-01	MDRT Bldg Custodial Costs	$360.00
			001-000-254-518-20-49-01	Facilities Building Custodial	$540.00
		Total 715958			**$900.00**
		715959			
			001-000-270-575-51-48-00	Gym Facility Repair & Maintenance	$150.00
		Total 715959			**$150.00**
		715960			
			001-000-212-521-50-41-03	Police Custodial Cost	$500.00
		Total 715960			**$500.00**
	Total 44121				**$1,550.00**
Total Severson's Building Maint					**$1,550.00**
Shake N Bake, LLC					
	44122		**2016 - November - 2nd Nov Batch for 11/17 Council**		
		2845.2			
			410-000-000-343-83-00-00	Stormwater Charges	$105.40
			Refund of Storm, New Owner		
		Total 2845.2			**$105.40**
	Total 44122				**$105.40**
Total Shake N Bake, LLC					**$105.40**
Valley Automotive Repair & Electric					
	44123		**2016 - November - 2nd Nov Batch for 11/17 Council**		
		0024942			
			001-000-210-521-10-48-01	Vehicle Maintenance & Repair	$281.78
		Total 0024942			**$281.78**
	Total 44123				**$281.78**
Total Valley Automotive Repair & Electric					**$281.78**
Voice of The Valley					
	44124		**2016 - November - 2nd Nov Batch for 11/17 Council**		
		18802			
			320-000-020-595-10-63-00	Roberts Dr Rehab-Eng.	$486.00
		Total 18802			**$486.00**
	Total 44124				**$486.00**
Total Voice of The Valley					**$486.00**

Vendor	Number	Reference	Account Number	Description	Amount
Washington State Treasurer					
	44125		**2016 - November - 2nd Nov Batch for 11/17 Council**		
		10312016 WST			
			633-000-000-586-00-00-01	Treasurers Trust Court	$6,202.80
		Total 10312016 WST			**$6,202.80**
	Total 44125				**$6,202.80**
Total Washington State Treasurer					**$6,202.80**
Grand Total		**Vendor Count**	**34**		**$83,444.74**

CERTIFICATION

Date: December 01, 2016 Council Meeting

Check No.'s/EFT	Batch Name	Check/EFT Date	Amount
EFT's	October – October Month End EFT 2	10/17/2016, 10/20/2016	$ 1,906.91
EFT's	November – 2nd Nov EFT Batch	11/1, 11/2, 11/3, 11/8, 11/14/2016	$ 1,541.92
44126	November – Pre Council 3rd Nov Batch for 12/01 Council	11/16/2016	$ 42.00
44127-44172	November – 3rd Nov Batch for 12/01 Council	12/2/2016	$ 382,855.16
44173-44175	December – 1st Dec Batch for 12/01 Council	12/2/2016	$ 7,577.00
		TOTAL	$ 393,922.99

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

MAY MILLER, FINANCE DIRECTOR / CAROL BENSON, MAYOR

11-22-2016

DATE DATE

COUNCILMEMBERS DATE

_____ _____

_____ _____

Register

Fiscal: 2016
Deposit Period: 2016 - December, 2016 - November, 2016 - October
Check Period: 2016 - December - 1st Dec Batch for 12/01 Council, 2016 - November - 2nd Nov EFT Batch, 2016 - November - Pre-Council 3rd Nov Batch for 12/01 Council, 2016 - November - 3rd Nov Batch for 12/01 Council, 2016 - October - October Month End EFT 2

Number	Name	Print Date	Amount
Columbia Bank			
Check			
44126	Daniel Flaherty	11/16/2016	$42.00
44127	ADT Security Services (PA)	12/2/2016	$135.13
44128	BHC Consultants, LLC	12/2/2016	$3,985.09
44129	Bill's Locksmith Service Inc.	12/2/2016	$8.74
44130	Black Diamond Auto Parts	12/2/2016	$30.66
44131	Black Diamond Royal Towing	12/2/2016	$238.92
44132	CHS/Cenex	12/2/2016	$2,387.92
44133	City of Enumclaw	12/2/2016	$764.25
44134	City of Issaquah	12/2/2016	$2,522.00
44135	City of Milton	12/2/2016	$5,756.26
44136	Comcast (34744)	12/2/2016	$448.72
44137	Comcast (PA)	12/2/2016	$394.47
44138	Galls, LLC	12/2/2016	$90.59
44139	Home Depot Credit Service	12/2/2016	$27.08
44140	Honey Bucket/Northwest Cascade Inc.	12/2/2016	$87.00
44141	Hydraulic Installation & Repair, Inc.	12/2/2016	$953.33
44142	Icicle Creek Engineers	12/2/2016	$1,283.50
44143	Johnsons Home & Garden	12/2/2016	$94.62
44144	Kenyon Disend, PLLC	12/2/2016	$17,857.22
44145	KING COUNTY FINANCE	12/2/2016	$2,302.86
44146	King County Finance I-Net	12/2/2016	$375.00
44147	King County Fire District 44	12/2/2016	$247,505.08
44148	King County Radio Comm Services	12/2/2016	$1,326.01
44149	Office Products Nationwide	12/2/2016	$251.87
44150	Olympic Environmental Resources	12/2/2016	$6,517.89
44151	Parametrix, Inc.	12/2/2016	$38,748.66
44152	Physio-Control, Inc.	12/2/2016	$72.01
44153	Regional Animal Services of King County	12/2/2016	$45.00
44154	Republic Services, Inc. #176	12/2/2016	$674.72
44155	RH2 Engineering Inc.	12/2/2016	$36,418.76
44156	Shane O'Neill	12/2/2016	$30.14
44157	Shred-It USA	12/2/2016	$44.23
44158	South Correctional Entity	12/2/2016	$1,884.00

44159	State Auditor Office	12/2/2016		$2,360.00
44160	Summit Law Group	12/2/2016		$3,186.02
44161	Triad Machinery	12/2/2016		$139.92
44162	Uline	12/2/2016		$629.63
44163	Utilities Underground	12/2/2016		$21.56
44164	Valley Automotive Repair & Electric	12/2/2016		$2,395.01
44165	VenTek International	12/2/2016		$90.00
44166	Vision Forms LLC	12/2/2016		$247.94
44167	Voice of The Valley	12/2/2016		$276.00
44168	WABO	12/2/2016		$54.35
44169	Washington Association of Public Records Officers	12/2/2016		$25.00
44170	Washington State Dept of Corrections	12/2/2016		$30.00
44171	Washington State Patrol	12/2/2016		$96.00
44172	Water Management Laboratories, Inc.	12/2/2016		$42.00
44173	Kara Murphy Richards	12/2/2016		$2,000.00
44174	Melanie Thomas Dane	12/2/2016		$2,000.00
44175	Sorci Family LLC	12/2/2016		$3,577.00
EFT Payment	Dept of Licensing-Firearms Online	10/17/2016		$54.00
EFT Payment	US Bank Equipment Finance	10/20/2016		$1,852.91
EFT Payment	Dept of Licensing-Firearms Online	11/1/2016		$18.00
EFT Payment	Dept of Licensing-Firearms Online	11/4/2016		$129.00
EFT Payment	U.S. Postal Service (CMRS-FP)	11/3/2016		$200.00
EFT Payment	Invoice Cloud	11/8/2016		$108.90
EFT Payment	U.S. Postal Service (Black Diamond)	11/2/2016		$556.86
EFT Payment	Merchant Card Services	11/2/2016		$239.16
EFT Payment	Dept of Licensing-Firearms Online	11/14/2016		$90.00
EFT Payment	U.S. Postal Service (CMRS-FP)	11/14/2016		$200.00
			Total	**$393,922.99**

Voucher Directory with Transaction Date

Vendor	Transaction Number / Transaction Reference / Account Number	Transaction Date	Fiscal Information / Name / Line		Void / Amount
Dept of Licensing-Firearms Online					
	EFT Payment 10/17/2016 2:38:57 PM - 1	**10/12/2016**	**2016 - October - October Month End EFT 2**		
	101216 DFO				
	October Charges				
	633-000-000-586-11-00-00		DOL- Firearms EFT Payments		$54.00
	BD000125-127				
	Total 101216 DFO				**$54.00**
	Total EFT Payment 10/17/2016 2:38:57 PM - 1				**$54.00**
Total Dept of Licensing-Firearms Online					**$54.00**
US Bank Equipment Finance					
	EFT Payment 10/20/2016 2:35:31 PM - 1	**10/20/2016**	**2016 - October - October Month End EFT 2**		
	314918525				
	October Services				
	001-000-210-521-10-45-00		Lease Payments - US Bank/Copier		$237.47
	001-000-248-518-20-45-03		MDRT-Copier Costs		$204.74
	001-000-254-518-20-45-04		Facilities Copier Maint Lease		$1,410.70
	Total 314918525				**$1,852.91**
	Total EFT Payment 10/20/2016 2:35:31 PM - 1				**$1,852.91**
Total US Bank Equipment Finance					**$1,852.91**
Vendor Count 2				**Grand Total**	**$1,906.91**

Voucher Directory with Transaction Date

Vendor	Transaction Number	Transaction Date	Description	Memo	Amount
Dept of Licensing-Firearms Online					
	EFT Payment 11/22/2016 1:00:32 PM - 1	**11/1/2016**	**2016 - November - 2nd Nov EFT Batch**		
	110116 DOF				
		October Charges			
		633-000-000-586-11-00-00 BD0000135		DOL- Firearms EFT Payments	$18.00
	Total 110116 DOF				**$18.00**
	Total EFT Payment 11/22/2016 1:00:32 PM - 1				**$18.00**
	EFT Payment 11/22/2016 1:02:52 PM - 1	**11/4/2016**	**2016 - November - 2nd Nov EFT Batch**		
	110416 DOF				
		November Charges			
		633-000-000-586-11-00-00		DOL- Firearms EFT Payments	$129.00
	Total 110416 DOF				**$129.00**
	Total EFT Payment 11/22/2016 1:02:52 PM - 1				**$129.00**
	EFT Payment 11/22/2016 12:54:56 PM - 1	**11/14/2016**	**2016 - November - 2nd Nov EFT Batch**		
	111416 DOF				
		November Charges			
		633-000-000-586-11-00-00		DOL- Firearms EFT Payments	$90.00
	Total 111416 DOF				**$90.00**
	Total EFT Payment 11/22/2016 12:54:56 PM - 1				**$90.00**
Total Dept of Licensing-Firearms Online					**$237.00**
Invoice Cloud					
	EFT Payment 11/22/2016 12:45:40 PM - 1	**11/8/2016**	**2016 - November - 2nd Nov EFT Batch**		
	774-2016_10				
		October Charges			
		401-000-000-534-80-49-50 Water		Bank Analysis Fees/Merch CC Fees	$27.22
		407-000-000-535-80-49-50 Sewer		Bank Analysis Fees/Merch CC Fees	$27.23

410-000-000-531-10-49-50 Storm		Bank Analysis Fees/Merch CC/ Lien Fees	$54.45
Total 774-2016_10			$108.90
Total EFT Payment 11/22/2016 12:45:40 PM - 1			$108.90
Total Invoice Cloud			**$108.90**

Merchant Card Services

EFT Payment 11/22/2016 12:48:17 PM - 1 — 11/2/2016 — 2016 - November - 2nd Nov EFT Batch

103116 Merchant Card Serv

October Services

001-000-180-518-90-49-03 City Hall 633	Bank Analysis Fee/Merch CC Fees	$55.74
001-000-210-521-10-49-04 Police 375	Bank Analysis Fees/Merch CC Fees	$91.46
001-000-240-558-51-49-05 Permitting 658	Bank Analysis Fees/Merch CC Fees	$57.75
001-000-270-576-80-49-01 Parks 758	Bank Analysis Fees/Merch CC Fees	$34.21
Total 103116 Merchant Card Serv		$239.16
Total EFT Payment 11/22/2016 12:48:17 PM - 1		$239.16
Total Merchant Card Services		**$239.16**

U.S. Postal Service (Black Diamond)

EFT Payment 11/22/2016 12:46:22 PM - 1 — 11/2/2016 — 2016 - November - 2nd Nov EFT Batch

110216 USPS BD

October Charges

401-000-000-534-80-42-01	Postage	$139.22
407-000-000-535-80-42-01	Postage	$139.22
410-000-000-531-10-42-01	Postage	$278.42
Total 110216 USPS BD		$556.86
Total EFT Payment 11/22/2016 12:46:22 PM - 1		$556.86
Total U.S. Postal Service (Black Diamond)		**$556.86**

U.S. Postal Service (CMRS-FP)				
EFT Payment 11/22/2016 1:07:14 PM - 1	11/3/2016	2016 - November - 2nd Nov EFT Batch		
110316 USPS CRMS-FP				
November Services				
001-000-180-518-90-42-00		Postage		$200.00
Total 110316 USPS CRMS-FP				$200.00
Total EFT Payment 11/22/2016 1:07:14 PM - 1				$200.00
EFT Payment 11/22/2016 12:56:50 PM - 1	11/14/2016	2016 - November - 2nd Nov EFT Batch		
111416 USPS CMRS-FP				
November Services				
001-000-180-518-90-42-00		Postage		$200.00
Total 111416 USPS CMRS-FP				$200.00
Total EFT Payment 11/22/2016 12:56:50 PM - 1				$200.00
Total U.S. Postal Service (CMRS-FP)				$400.00
Vendor Count 5			**Grand Total**	**$1,541.92**

Voucher Directory with Transaction Date

Vendor	Transaction Number / Transaction Reference / Account Number	Transaction Date	Fiscal Description / Name / Title	Void Amount
Daniel Flaherty				
44126		**11/16/2016**	**2016 - November - Pre-Council 3rd Nov Batch for 12/01 Council**	
	11162016 Flaherty			
	Reimbursement			
	001-000-210-322-90-00-00		Gun Permits and Fingerprinting	$21.00
	633-000-000-386-11-00-00		DOL-Gun Permit Reciepts for State	$21.00
	Total 11162016 Flaherty			**$42.00**
Total 44126				**$42.00**
Total Daniel Flaherty				**$42.00**

Vendor Count 1 **Grand Total $42.00**

Voucher Directory with Transaction Date

Vendor / Transaction Number / Transaction Reference / Account Number	Transaction Date	Fiscal Description / Name / Title	Voucher Amount
ADT Security Services (PA)			
44127	**11/12/2016**	**2016 - November - 3rd Nov Batch for 12/01 Council**	
606308929			
December Services			
001-000-270-576-80-49-02		Security	$2.70
001-000-280-536-20-49-02		Security	$5.41
101-000-000-542-90-49-03		Security	$29.73
401-000-000-534-80-49-07		Security	$32.43
407-000-000-535-80-49-05		Security	$32.43
410-000-000-531-10-49-04		Security	$32.43
Total 606308929			**$135.13**
Total 44127			**$135.13**
Total ADT Security Services (PA)			**$135.13**
BHC Consultants, LLC			
44128	**11/1/2016**	**2016 - November - 3rd Nov Batch for 12/01 Council**	
0008271			
Sept 24- Oct 21 Services			
001-000-240-558-51-41-03		Bldg Official/Code Inspc. Costs	$3,985.09
Total 0008271			**$3,985.09**
Total 44128			**$3,985.09**
Total BHC Consultants, LLC			**$3,985.09**
Bill's Locksmith Service Inc.			
44129	**11/18/2016**	**2016 - November - 3rd Nov Batch for 12/01 Council**	
Invoice - 11/18/2016 3:43:39 PM			
2 Keys			
001-000-270-576-80-31-03		Operating Supplies	$0.35
001-000-280-536-20-31-00		Cemetery Office Supplies	$0.17
101-000-000-542-90-31-01		Operating Supplies	$1.92
401-000-000-534-80-31-01		Operating Supplies	$2.10
407-000-000-535-80-31-01		Operating Supplies	$2.10

Vendor	Transaction Number / Transaction Reference / Account Number	Transaction Date	Fiscal Description / Name / Title	Voucher Amount
	410-000-000-531-10-31-00		Office Supplies	$2.10
	Total Invoice - 11/18/2016 3:43:39 PM			**$8.74**
Total 44129				**$8.74**
Total Bill's Locksmith Service Inc.				**$8.74**
Black Diamond Auto Parts				
44130		**10/18/2016**	**2016 - November - 3rd Nov Batch for 12/01 Council**	
415831				
	PW October Purchases			
	001-000-270-576-80-48-03		Vehicle Mtc. & Repair	$1.17
	001-000-280-536-20-48-03		Vehicle Maintenance & Repair	$0.59
	101-000-000-543-33-48-03		Street Share-Vehicle & Eq Mtc Costs	$6.45
	401-000-000-534-80-48-03		Vehicle Maintenance	$7.03
	407-000-000-535-80-48-04		Vehicle Maintenance	$7.03
	410-000-000-531-10-48-04		Vehicle Maintenance & Repair	$7.03
Total 415831				**$29.30**
415966				
	PD October Purchases			
	001-000-210-521-10-48-01		Vehicle Maintenance & Repair	$1.36
Total 415966				**$1.36**
Total 44130				**$30.66**
Total Black Diamond Auto Parts				**$30.66**
Black Diamond Royal Towing				
44131		**10/23/2016**	**2016 - November - 3rd Nov Batch for 12/01 Council**	
26066				
	001-000-210-521-10-49-06		Towing Services	$238.92
Total 26066				**$238.92**
Total 44131				**$238.92**
Total Black Diamond Royal Towing				**$238.92**

Vendor / Transaction Number / Transaction Reference / Account Number	Transaction Date	Fiscal Description / Name / Line	Voucher Amount
CHS/Cenex			
44132	**10/31/2016**	**2016 - November - 3rd Nov Batch for 12/01 Council**	
103116 CHS			
October Police Fuel			
001-000-210-521-10-32-00		Fuel	$2,387.92
Total 103116 CHS			**$2,387.92**
Total 44132			**$2,387.92**
Total CHS/Cenex			**$2,387.92**
City of Enumclaw			
44133	**11/9/2016**	**2016 - November - 3rd Nov Batch for 12/01 Council**	
04864			
October Services			
001-000-211-523-60-49-00		Jail Costs	$764.25
10 days @ $60 per day			
Total 04864			**$764.25**
Total 44133			**$764.25**
Total City of Enumclaw			**$764.25**
City of Issaquah			
44134	**10/27/2016**	**2016 - November - 3rd Nov Batch for 12/01 Council**	
04-50008285			
September Services			
001-000-211-523-60-49-00		Jail Costs	$2,134.00
22 days @ $97 per day			
Total 04-50008285			**$2,134.00**
04-50008293			
October Services			
001-000-211-523-60-49-00		Jail Costs	$388.00
4 days @ $97 per day			
Total 04-50008293			**$388.00**
Total 44134			**$2,522.00**
Total City of Issaquah			**$2,522.00**
City of Milton			
44135	**11/16/2016**	**2016 - November - 3rd Nov Batch for 12/01 Council**	
1093			
October Services			
001-000-145-518-80-41-01		Inf. Tec. Svs. - Milton	$3,165.93
001-000-248-518-20-49-12		Technology Costs	$748.31
101-000-000-543-30-49-12		Technology-Sys, Sec, Email, SW, Etc	$115.13
401-000-000-534-80-49-12		Tech-Sys, Sec. Email, Sw, Etc	$575.63

Vendor / Transaction Number / Transaction Reference	Transaction Date / Account Number	Detail Description / Name / Title	Voucher Amount
	407-000-000-535-80-49-12	Tech-Sys, Sec, Email, SW, etc.	$575.63
	410-000-000-531-10-49-12	Tech-Sys, Sec, Email, SW, Etc.	$575.63
Total 1093			$5,756.26
Total 44135			$5,756.26
Total City of Milton			**$5,756.26**
Comcast (34744)			
44136	10/26/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
8498 34 014 0125628 10262016			
Nov 05 - Dec 04, 2016 Services			
	001-000-248-518-20-42-00	MDRT Telephone, Fax, Internet costs	$92.46
		MDRT Internet Act 8498 34 014 0125628	
	001-000-254-518-20-42-00	Facilities-Communication	$138.68
		City Hall Internet Act 8498 34 014 0125628	
Total 8498 34 014 0125628 10262016			$231.14
8498340 14 0122286 111816			
Nov 22 - Dec 21, 2016 Services			
	001-000-120-512-50-42-00	Telephone/DSL	$217.58
		Court Internet Act 8498 34 014 0122286	
Total 8498340 14 0122286 111816			$217.58
Total 44136			$448.72
Total Comcast (34744)			**$448.72**
Comcast (PA)			
44137	11/1/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
47440552			
	001-000-248-518-20-42-00	MDRT Telephone, Fax, Internet costs	$55.23
	001-000-254-518-20-42-00	Facilities-Communication	$236.68
	101-000-000-542-90-42-01	Telephone/DSL/Radios	$25.64
	401-000-000-534-80-42-00	Telephone/DSL/Radios	$25.64
	407-000-000-535-80-42-00	Telephone/DSL/Radios	$25.64
	410-000-000-531-10-42-00	Telephone/DSL/Radios	$25.64
Total 47440552			$394.47
Total 44137			$394.47
Total Comcast (PA)			**$394.47**
Galls, LLC			
44138	10/27/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
006312350			
Police Uniforms			
	001-000-210-521-10-31-04	Uniforms	$55.31
Total 006312350			$55.31

Vendor	Transaction Number	Transaction Date	Fiscal Description		Void
	Description/Reference		Name		Amount
	Account Number		Title		
	006321505				
	Police Uniforms				
	001-000-210-521-10-31-04		Uniforms		$35.28
	Total 006321505				$35.28
	Total 44138				$90.59
Total Galls, LLC					**$90.59**
Home Depot Credit Service					
	44139	11/4/2016	2016 - November - 3rd Nov Batch for 12/01 Council		
	0574245				
	MDRT Bldg Maint				
	001-000-248-518-20-48-12		Bldg Maintance Alloc		$27.08
	Total 0574245				$27.08
	Total 44139				$27.08
Total Home Depot Credit Service					**$27.08**
Honey Bucket/Northwest Cascade Inc.					
	44140	10/27/2016	2016 - November - 3rd Nov Batch for 12/01 Council		
	0550172887				
	November Services				
	001-000-270-576-80-31-00		Portable Restroom Facilty		$87.00
			Parks-Boat Launch Rental		
	Total 0550172887				$87.00
	Total 44140				$87.00
Total Honey Bucket/Northwest Cascade Inc.					**$87.00**
Hydraulic Installation & Repair, Inc.					
	44141	11/9/2016	2016 - November - 3rd Nov Batch for 12/01 Council		
	74479				
	Slope Mower Cylinder				
	001-000-270-576-80-48-03		Vehicle Mtc. & Repair		$38.13
	001-000-280-536-20-48-03		Vehicle Maintenance & Repair		$19.07
	101-000-000-543-33-48-03		Street Share-Vehicle & Eq Mtc Costs		$209.73
	401-000-000-534-80-48-03		Vehicle Maintenance		$228.80
	407-000-000-535-80-48-04		Vehicle Maintenance		$228.80
	410-000-000-531-10-48-04		Vehicle Maintenance & Repair		$228.80
	Total 74479				$953.33
	Total 44141				$953.33
Total Hydraulic Installation & Repair, Inc.					**$953.33**

Icicle Creek Engineers

44142		11/17/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
	161117-1			
		Oct 15- Nov 11, 2016 Services		
		402-000-003-594-34-63-06	Springs/Task 3	$1,283.50
		WSFFA - Reimbursable		
	Total 161117-1			$1,283.50
Total 44142				$1,283.50
Total Icicle Creek Engineers				**$1,283.50**

Johnsons Home & Garden

44143		11/16/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
	410451			
		Water Supplies		
		401-000-000-534-80-31-01	Operating Supplies	$39.30
	Total 410451			$39.30
	410782			
		Water System Supplies		
		401-000-000-534-80-31-01	Operating Supplies	$29.43
	Total 410782			$29.43
	410857			
		MDRT Bldg Supplies		
		001-000-248-518-20-31-00	MDRT Bldg. Supplies	$25.89
	Total 410857			$25.89
Total 44143				$94.62
Total Johnsons Home & Garden				**$94.62**

Kenyon Disend, PLLC

44144		10/31/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
	184709			
		001-000-150-515-30-41-01	Legal Services-General Govt	$4,325.16
		001-000-150-515-30-41-17	Legal Costs-Public Disclosure	$1,235.00
		101-000-000-543-30-41-05	Legal Costs	$961.15
		401-000-000-534-80-41-04	Legal Svcs	$1,441.73
		407-000-000-535-80-41-09	Legal Costs	$1,441.73
		410-000-000-531-10-41-01	Legal Costs	$1,441.73
	Total 184709			$10,846.50
	184711			
		001-000-150-515-30-41-10	Legal Lawsuits/Other Charges	$674.41
	Total 184711			$674.41

Vendor	Transaction Number / Transaction Reference / Account Number	Transaction Date	Fiscal Description / Name / Title	Voin Amount
	184722			
		001-000-257-558-70-41-00	MDRT Legal Services	$6,336.31
	Total 184722			$6,336.31
	Total 44144			$17,857.22
Total Kenyon Disend, PLLC				$17,857.22
KING COUNTY FINANCE				
	44145	10/31/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
	2078331			
		Release Leins		
		410-000-000-531-10-49-50	Bank Analysis Fees/Merch CC/ Lien Fees	$34.00
	Total 2078331			$34.00
	2078634			
		3rd Quarter 2016		
		001-000-182-566-00-51-00	KC Mental Health	$283.62
	Total 2078634			$283.62
	2078807			
		Jul 1 - Dec 31, 2016 Services		
		001-000-182-554-30-41-00	Animal Control Prof Svcs	$1,480.50
	Total 2078807			$1,480.50
	80207-80207			
		101-000-000-542-64-48-01	Traffic Signal Maintenance	$252.37
	Total 80207-80207			$252.37
	80212-80212			
		101-000-000-542-64-48-01	Traffic Signal Maintenance	$252.37
	Total 80212-80212			$252.37
	Total 44145			$2,302.86
Total KING COUNTY FINANCE				$2,302.86
King County Finance I-Net				
	44146	11/3/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
	11005113			
		October Services		
		001-000-214-521-20-42-01	Police Comm KC I-Net	$375.00
	Total 11005113			$375.00
	Total 44146			$375.00
Total King County Finance I-Net				$375.00

Vendor	Transaction Number Transaction Reference Account Number	Transaction Date	Fiscal Description Name Title	Void Amount
King County Fire District 44				
44147		11/10/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
16-144				
	July-December Services			
	001-000-530-522-10-41-00		Fire Dist 44 Prof Serv	$247,505.08
	2nd Contract Payment			
Total 16-144				$247,505.08
Total 44147				$247,505.08
Total King County Fire District 44				**$247,505.08**
King County Radio Comm Services				
44148		10/27/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
11540				
	October Services			
	001-000-214-521-20-41-03		K/C 800 Mhz Radio Costs	$1,326.01
Total 11540				$1,326.01
Total 44148				$1,326.01
Total King County Radio Comm Services				**$1,326.01**
Office Products Nationwide				
44149		11/8/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
875238-0				
	001-000-180-518-90-31-02		Office Supplies PW Bldg Clearing	$74.16
Total 875238-0				$74.16
876007-0				
	MDRT Supplies			
	001-000-246-558-70-31-00		Office Supplies	$147.31
Total 876007-0				$147.31
876880-1				
	001-000-181-518-30-31-00		Office & Operating Supplies	$30.40
Total 876880-1				$30.40
Total 44149				$251.87
Total Office Products Nationwide				**$251.87**
Olympic Environmental Resources				
44150		10/29/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
102916 OER				
	October 29, 2016 Event			
	001-000-182-537-20-41-00		Recycling Program- KC Grant	$6,517.89

Vendor	Transaction Number / Invoice / Reference / Account Number	Transaction Date	Fiscal Description / Name / Title	Voided / Amount
	Reimbursed			
Total 102916 OER				$6,517.89
Total 44150				$6,517.89
Total Olympic Environmental Resources				**$6,517.89**
Parametrix, Inc.				
44151		11/15/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
01-77916				
October Services				
	320-000-020-595-10-63-00		Roberts Dr Rehab-Eng.	$25,344.33
	Design S.N.S.			
Total 01-77916				$25,344.33
01-77920				
October Services				
	410-000-010-531-10-41-00		KC Grant-Culvert Replacement	$13,404.33
	@ Covington Creek			
Total 01-77920				$13,404.33
Total 44151				$38,748.66
Total Parametrix, Inc.				**$38,748.66**
Physio-Control, Inc.				
44152		10/31/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
116157869				
Electrode & PreConnect				
	001-000-212-521-50-48-02		Police Bldg Repairs & Maintenance	$72.01
Total 116157869				$72.01
Total 44152				$72.01
Total Physio-Control, Inc.				**$72.01**
Regional Animal Services of King County				
44153		11/10/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
11102016 RAS				
	633-000-000-589-00-00-01		King County Animal License	$45.00
Total 11102016 RAS				$45.00
Total 44153				$45.00
Total Regional Animal Services of King County				**$45.00**

Vendor / Transaction Number / Transaction Reference / Account Number	Transaction Date	Line Description / Name / Line	Void / Amount
Republic Services, Inc. #176			
44154	**10/31/2016**	**2016 - November - 3rd Nov Batch for 12/01 Council**	
0176-004862687			
Facilities Oct Services			
001-000-248-518-20-47-03 City Hall		MDRT-Waste Disposal Costs	$82.84
001-000-254-518-20-47-01 Police		Facilities-Waste Disposal	$124.25
Total 0176-004862687			**$207.09**
0176-004863032			
PW Oct Services			
001-000-270-576-80-49-02 City Hall		Security	$10.42
001-000-280-536-20-49-02 Police		Security	$5.21
101-000-000-542-90-49-03 PW-Parks		Security	$57.32
401-000-000-534-80-49-07 PW-Cemetery		Security	$62.53
407-000-000-535-80-49-05 PW-Street		Security	$62.53
410-000-000-531-10-49-04 PW-Water		Security	$62.53
Total 0176-004863032			**$260.54**
0176-004863192			
Police & Court Oct Services			
001-000-212-521-50-47-04 Police		Waste Disposal	$207.09
Total 0176-004863192			**$207.09**
Total 44154			**$674.72**
Total Republic Services, Inc. #176			**$674.72**
RH2 Engineering Inc.			
44155	**11/7/2016**	**2016 - November - 3rd Nov Batch for 12/01 Council**	
66407			
October Services			
001-000-257-558-70-41-02		MDRT Civil Engineering-RH2 Engineering	$21,705.64
Total 66407			**$21,705.64**
66437			
October Services			
404-000-011-534-80-41-00		Water Comp Plan	$11,713.12
Total 66437			**$11,713.12**

Vendor	Transaction Number / Transaction Reference / Account Number	Transaction Date	Detail Description / Name / Title	Void / Amount
	66449			
		October Services		
		401-000-000-534-80-41-10	Professional Services	$3,000.00
	Total 66449			$3,000.00
	Total 44155			$36,418.76
Total RH2 Engineering Inc.				**$36,418.76**
Shane O'Neill				
	44156	11/17/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
	11172016 O'Neill			
		Puget Sound Municipal User's Group		
		001-000-140-514-23-43-00	Lodging, Meals & Mileage	$30.14
		Finance User Meeting		
	Total 11172016 O'Neill			$30.14
	Total 44156			$30.14
Total Shane O'Neill				**$30.14**
Shred-It USA				
	44157	10/22/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
	8121061309			
		001-000-120-512-50-49-04	Shredding Services	$14.74
		001-000-180-518-90-49-04	Shredding Services	$14.75
		001-000-210-521-10-49-05	Shredding Services	$14.74
	Total 8121061309			$44.23
	Total 44157			$44.23
Total Shred-It USA				**$44.23**
South Correctional Entity				
	44158	11/10/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
	2193			
		October Services		
		001-000-211-523-60-49-00	Jail Costs	$1,884.00
		12 days @ $157 per day		
	Total 2193			$1,884.00
	Total 44158			$1,884.00
Total South Correctional Entity				**$1,884.00**
State Auditor Office				
	44159	11/9/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
	L117197			
		October Services		
		001-000-140-514-23-41-03	Accountability Audit	$590.00

Vendor / Transaction Number / Transaction Reference	Transaction Date / Account Number	Description / Name / Type	Voucher Amount
	101-000-000-543-30-41-02	State Auditor Services	$141.60
	401-000-000-534-80-41-03	State Auditor Services	$542.80
	407-000-000-535-80-41-07	State Auditor Services	$542.80
	410-000-000-531-10-41-02	State Auditor Services	$542.80
Total L117197			$2,360.00
Total 44159			$2,360.00
Total State Auditor Office			**$2,360.00**
Summit Law Group			
44160	11/18/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
81770			
	Services through Nov 4		
	001-000-150-515-30-41-08	Legal Svcs-Union Contracts	$2,206.02
Total 81770			$2,206.02
81771			
	Services through Oct 31		
	001-000-150-515-30-41-02	Legal Services -Employment	$637.00
	001-000-150-515-30-41-17	Legal Costs-Public Disclosure	$343.00
Total 81771			$980.00
Total 44160			$3,186.02
Total Summit Law Group			**$3,186.02**
Triad Machinery			
44161	10/26/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
050233			
	PW Clevis/Bearing		
	001-000-270-576-80-48-03	Vehicle Mtc. & Repair	$5.60
	001-000-280-536-20-48-03	Vehicle Maintenance & Repair	$2.80
	101-000-000-543-33-48-03	Street Share-Vehicle & Eq Mtc Costs	$30.78
	401-000-000-534-80-48-03	Vehicle Maintenance	$33.58
	407-000-000-535-80-48-04	Vehicle Maintenance	$33.58
	410-000-000-531-10-48-04	Vehicle Maintenance & Repair	$33.58
Total 050233			$139.92
Total 44161			$139.92
Total Triad Machinery			**$139.92**

Vendor	Transaction Number / Transaction Reference / Account Number	Transaction Date	Detail Description / Name / Title	Void Amount
Uline				
44162		10/28/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
	81456877			
		Police F/A Assembly Shelf		
		001-000-210-521-10-35-00	Firearms Program	$629.63
	Total 81456877			$629.63
Total 44162				$629.63
Total Uline				**$629.63**
Utilities Underground				
44163		10/31/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
	6100111			
		October Services		
		401-000-000-534-80-41-08	Locating Service	$21.56
	Total 6100111			$21.56
Total 44163				$21.56
Total Utilities Underground				**$21.56**
Valley Automotive Repair & Electric				
44164		11/4/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
	0025005			
		Police - Brakes & Drain		
		001-000-210-521-10-48-01	Vehicle Maintenance & Repair	$1,016.77
	Total 0025005			$1,016.77
	0025048			
		Police - Brakes & Hubs		
		001-000-210-521-10-48-01	Vehicle Maintenance & Repair	$1,378.24
	Total 0025048			$1,378.24
Total 44164				$2,395.01
Total Valley Automotive Repair & Electric				**$2,395.01**
VenTek International				
44165		11/1/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
	102772			
		001-000-270-576-80-41-02	Venvue Pay Station	$90.00
	Total 102772			$90.00
Total 44165				$90.00
Total VenTek International				**$90.00**

Vendor / Transaction Number / Transaction Reference / Account Number	Transaction Date	Check Description / Name / Title	Voucher Amount
Vision Forms LLC			
44166	**11/9/2016**	**2016 - November - 3rd Nov Batch for 12/01 Council**	
3889			
001-000-180-518-90-49-02		Printing Vouchers/Receipts	$247.94
Total 3889			**$247.94**
Total 44166			**$247.94**
Total Vision Forms LLC			**$247.94**
Voice of The Valley			
44167	**11/1/2016**	**2016 - November - 3rd Nov Batch for 12/01 Council**	
18919			
October Services			
001-000-240-558-60-41-75		Advertising	$276.00
Planning Commision Vacancies			
Total 18919			**$276.00**
Total 44167			**$276.00**
Total Voice of The Valley			**$276.00**
WABO			
44168	**11/2/2016**	**2016 - November - 3rd Nov Batch for 12/01 Council**	
33025			
Printing R-48			
001-000-240-558-51-31-03		Books, Maps & Periodicals	$54.35
Total 33025			**$54.35**
Total 44168			**$54.35**
Total WABO			**$54.35**
Washington Association of Public Records Officers			
44169	**11/16/2016**	**2016 - November - 3rd Nov Batch for 12/01 Council**	
2015			
Police - Membership Renewal			
001-000-210-521-10-49-02		Memberships	$25.00
Total 2015			**$25.00**
Total 44169			**$25.00**
Total Washington Association of Public Records Officers			**$25.00**

Vendor	Transaction Number / Transaction Reference / Account Number	Transaction Date	Fiscal Period / Name / Title	Vchr / Voucher
Washington State Dept of Corrections				
44170		10/31/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
	1016.1-17-KCWC-HQ			
	October Services			
	001-000-211-523-60-49-04		Work Crew Costs-State Exp	$30.00
	Total 1016.1-17-KCWC-HQ			$30.00
Total 44170				$30.00
Total Washington State Dept of Corrections				**$30.00**
Washington State Patrol				
44171		11/1/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
	I17002890			
	Background Checks			
	001-000-140-514-23-49-00		Miscellaneous	$12.00
	Total I17002890			$12.00
	I17002998			
	October Services			
	633-000-000-586-00-00-06		Due to WSP-FBI Fingerprinting-Background	$84.00
	Total I17002998			$84.00
Total 44171				$96.00
Total Washington State Patrol				**$96.00**
Water Management Laboratories, Inc.				
44172		10/26/2016	2016 - November - 3rd Nov Batch for 12/01 Council	
	153977			
	10/18/16 Test			
	401-000-000-534-80-41-02		Water Testing and Sampling	$21.00
	Total 153977			$21.00
	154254			
	11/01/16 Test			
	401-000-000-534-80-41-02		Water Testing and Sampling	$21.00
	Total 154254			$21.00
Total 44172				$42.00
Total Water Management Laboratories, Inc.				**$42.00**
Vendor Count 46			**Grand Total**	**$382,855.16**

Voucher Directory with Transaction Date

Vendor / Transaction Number / Transaction Reference / Account Number	Transaction Date	Fiscal Description / Name / Title	Void Amount
Kara Murphy Richards			
44173	11/30/2016	2016 - December - 1st Dec Batch for 12/01 Council	
113016 KMR			
December Services			
001-000-151-515-30-41-04		Court Legal-Pros Attorney	$2,000.00
Total 113016 KMR			$2,000.00
Total 44173			$2,000.00
Total Kara Murphy Richards			**$2,000.00**
Melanie Thomas Dane			
44174	11/30/2016	2016 - December - 1st Dec Batch for 12/01 Council	
113016 MD			
December Services			
001-000-120-512-50-41-00		Court Judge	$2,000.00
Total 113016 MD			$2,000.00
Total 44174			$2,000.00
Total Melanie Thomas Dane			**$2,000.00**
Sorci Family LLC			
44175	11/30/2016	2016 - December - 1st Dec Batch for 12/01 Council	
113016 SFLLC			
December Rent			
001-000-248-518-20-45-02		MDRT Property Rental Cost	$618.00
001-000-254-518-20-45-02		Facilities-Prop Rental	$927.00
001-000-254-518-20-45-05		Facilities City Hall Bldg Rental	$2,032.00
Total 113016 SFLLC			$3,577.00
Total 44175			$3,577.00
Total Sorci Family LLC			**$3,577.00**
Vendor Count 3		**Grand Total**	**$7,577.00**

BLACK DIAMOND CITY COUNCIL MINUTES
July 21, 2016
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

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CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

PRESENT: Councilmembers Deady, Morgan, Edelman, Weber and Pepper.

ABSENT: None

Staff present: Seth Boettcher, Public Works Director; Mayene Miller, Finance Director; Kevin Esping, Facilities Coordinator; Megan Ross, Police Officer; David Linehan, City Attorney, and Brenda L. Martinez, City Clerk.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Mayor Benson announced attending the Black Diamond/Maple Valley Chamber Wacky and Wild Golf Tournament along with Councilmember Deady and her husband. She reported they won first place for having the best decorated golf cart and were awarded a trophy. She also gave credit to Councilmember Deady's family for their help on the design.

Councilmember Pepper asked for the floor. A point of order was called and Mayor Benson ruled out of order. Councilmember Pepper appealed the decision asked the Chair what was the decision. Mayor Benson again called her out of order. Councilmember Pepper asked to please state the point of order and appealed the decision of the Chair. Councilmember Morgan seconded the appeal and Mayor Benson ruled out of order.

CONSENT AGENDA:

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to approve the Consent Agenda.

A **motion** was made by Councilmember Morgan to not approve the Consent Agenda as we need to hear from the public first. Motion **died** due to lack of second.

Motion **passed** 3-2 (Morgan, Weber). The Consent Agenda was approved as follows:

1) Claim Checks – July 21, 2016 - No. 43712 through No.43759 and EFTs in the amount of $161,913.56
2) Minutes – Tri-City Council Meeting of May 4, 2016

A motion was made by Councilmember Pepper to amend the motion to not approve the consent agenda until we have a substitute agenda as the agenda she distributed to the Council which was created in accordance with the Council rules and the Clerk and Mayor were notified of the needed changes and was emailed to the Council on Tuesday. Mayor Benson called her out of order. Motion died due to lack of second.

Mayor Benson noted the agenda is illegal and Council can add or remove items from the agenda, but not substitute an agenda.

Councilmember Pepper appealed the decision of the chair.

PUBLIC COMMENTS:

Ginger Passerelli, Black Diamond commented on the Soup Ladies representing Black Diamond in Dallas where the five police officers were killed in the line of duty. She noted they served close to 3,000 meals during the nine days they were there. While there she asked for a list of fire departments who responded to the tragedy. She noted the City's Fire Department District 44 overnighted a t-shirt and badges from their department and when she arrived at the first fire station she realized it was Station 44 and presented these to that department. She also commented that while she loves to represent this wonderful community the behavior at this meeting breaks her heart.

Councilmember Edelman thanked Mrs. Passerelli for all she is doing.

Angelina Taylor, Port Orchard discussed the pulling of the DKS and Yvonne Ward vouchers on both agendas. She noted these are services that have already been rendered. She also discussed the Talmadge bill.

Colin Lund, OakPointe briefed Council on the progress of the MPDs and where they are at. He noted Goodfellow Brothers is the primary contractor and they are doing a great job. He highlighted the projects that are currently being worked on and added they have a refreshed website www.inblackdiamond.com and on it is a place to sign up to receive their newsletter. He also added that if anyone has any issues or concerns to please give him a call and if any Councilmember would like a one on one tour he'd be happy to set one up.

Robbin Taylor, Black Diamond commented on the use of committees. She noted there being committee meetings on July 20 and wondered how those meeting were noticed. She stressed that no one knew there were committee meetings on the 20th where three councilmembers were present.

Brock Deady, Black Diamond commented on appreciating the update from OakPointe and as a citizen would like to hear more updates. He agreed with Robbin Taylor's comments and would have like to have been invited to the committee meetings on the 20th.

Darrell Bryant, Black Diamond urged Council to consider approving the Labor Days Special Event Permit tonight. He noted this event has been here for over 100 years and it would be a shame to have it go committee.

Judith Carrier, Auburn commented on what is happening in our country and what is happening in the Council Chambers and discussed certain items on the voucher registers.

Melissa Oglsbee, Black Diamond encouraged Council to keep the Labor Day celebration on the agenda as it is a timely matter. She noted the 12 committee members have worked really hard on this event for the last nine months. It takes approximately $15,000 to run this event and so far they have raised $9,000 in donations. They have spent $2,500 on insurance for the parade which is non-refundable and again she encouraged Council to keep this item on the agenda and let the community come together and enjoy each other and have fun.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

DKS Claim Voucher

Councilmember Pepper asked for the floor and called Point of Order. Mayor Benson called her out of order as she has not been recognized to speak. Councilmember Pepper appealed the decision of the chair. Mayor Benson again ruled her out of order. Councilmember Morgan seconded Councilmember Pepper's appeal. Mayor Benson ruled her out of order. Point of Order was called for by Councilmember Edelman. Mayor Benson continued to call Councilmember Pepper out of order.

Mayor Benson called a five minute recess at 7:28 p.m. The meeting was called back to order at 7:34 p.m. and noted the next item on the agenda is the DKS Claim Voucher.

Councilmember Weber commented that this item was voted down at another meeting and doesn't understand why it is back on the agenda. He noted there not being a contract with DKS and would like to table this item.

Discussion began between Councilmembers on this item and Councilmember Weber noted being concerned that the city did not have a direct contract with DKS as the contract was with BergerABAM and the responsibility lies with BergerABAM.

City Attorney Linehan was asked if the City had a contract with BergerABAM would that constitute a contract with DKS who was a subconsultant. He stated he would need to review the contract with BergerABAM and did say that typically once the city has received the benefit of services provided, whether there is or is not an expressed contract, there is an unjust enrichment claim that can be made against the City for unjustly being enriched by being the recipient of services for which it has not paid.

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Councilmember Weber asked Attorney Linehan how that works as far as the municipal code. Does one override the other? Attorney Linehan stated what's in the municipal code is an entirely separate matter from whether or not there is a liability to a third party resulting from the City's receipt of services without paying for them.

Discussion continued amongst Councilmembers on this item regarding postponing, contract with BergerABAM, supporting documentation and the work product the city received.

Councilmember Pepper read Council Rule 7.2.8 regarding tabling of an item.

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Morgan to postpone this item to the August 4th regular Council meeting.

Discussion continued with the focus being on why this item needs to be postponed.

Vote: Motion **passed** 3-2 (Edelman, Deady).

Yvonne Ward Claim Voucher

Councilmember Weber discussed asking for some information from the City on this matter. He noted he did get most of the information he requested. He also noted his request for all correspondence with Ms. Ward was turned into a PDR which will take 20 or more business days for a response. He stated he would like to go through the invoice in detail to see if the City got what we paid for.

Council discussion continued on this item.

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Morgan to postpone this item to the August 4th regular Council meeting. Motion **passed** 3-2 (Edelman, Deady).

Resolution adopting the 2017-2022 Six Year Transportation Improvement Plan (TIP) for the City

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to adopt the resolution adopting the Six Year Transportation Improvement Plan (TIP).

There was Council discussion regarding not having specifics to the proposed projects and no connectors. Councilmember Weber noted there are still some questions out there that he has.

Vote: Motion **failed** 2-3 (Morgan, Weber, Pepper).

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Community Development Director Kincaid cautioned Council not to confuse the maps from the incomplete work from DKS as the TIP is using current information from the current comprehensive plan and that is why you update the TIP and Comprehensive Plan yearly so they are consistent.

Resolution authorizing a contract with DKS Associates

Community Director Kincaid thanked Council for reconsidering this contract. She noted this resolution authorized the Mayor to enter into a not to exceed contract with DKS for the transportation element of the Comprehensive Plan. She highlighted the seven tasks associated with this contract and recommended that Council not spend the money on the last task regarding attendance at hearings.

There was Council discussion on this item.

A motion was made by Councilmember Edelman and seconded by Councilmember Deady to adopt the resolution authorizing the Mayor to execute a contract with DKS for the transportation element of the Comprehensive Plan and deleting task 7 from the scope of work as recommended by Ms. Kincaid.

Vote: Motion failed 2-3 (Morgan, Weber, Pepper).

NEW BUSINESS:

Resolution authorizing a services contract with Kenyon Disend, PLLC

Mayor Benson stated that by law the City is required to have a City Attorney. She added this item was voted down before, however the City needs to have an attorney and that attorney needs to be confirmed by the Council.

A motion was made by Councilmember Edelman and seconded by Councilmember Deady to adopt the resolution authorizing the Mayor to execute a services agreement with Kenyon Disend, PLLC.

There was discussion between Councilmembers on this item and an inquiry was made on where the legal services budget is at currently for 2016.

Vote: Motion failed 2-3 (Morgan, Weber, Pepper).

Resolution approving the Labor Days Special Event Permit

Community Development Director Kincaid reported Black Diamond Municipal Code states that a special event application for a multiple day event must be approved by Council. She noted this is a city sponsored event. The Labor Days committee has fulfilled all the responsibilities as provided for in code and the event will take place in the same area as in

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the previous years. She invited Melissa Oglsbee to talk about this year's event and asked Council to support staff's recommendation of approval.

Ms. Oglsbee discussed the lineup for this year's event and urged Council to consider approving the permit tonight.

Discussion ensued between Councilmembers on the paperwork for this year's permit.

A motion was made by Councilmember Edelman and seconded by Councilmember Deady to approve the Labor Days special event permit.

Discussion continued between Councilmembers on why there is a need to wait to approve this item.

Point of order was called for and Mayor Benson ruled Councilmember Morgan out of order.

Mayor Benson called a five minute recess at 8:48 p.m. The meeting was called back to order at 8:53 p.m.

Vote: Motion failed 2-3 (Morgan, Weber, Pepper).

EXECUTIVE SESSION:

At 9:00 p.m. Mayor Benson announced a fifteen minute executive session to discuss with legal counsel eminent domain litigation as allowed under RCW 42.30.110(1)(c) and (1)(i) with no action to follow. Mayor Benson announced a five minute extension.

The meeting was called back to order at 9:20 p.m.

DEPARTMENT REPORTS: None

MAYOR'S REPORT:

Mayor Benson announced that she and Councilmember Deady attended the AWC Conference in Everett; attended SCA networking dinner, Chief for a Day fundraiser, Chamber's Wild and Wacky golf tournament; met with Les Burberry (new Maple Valley Councilmember) and he is looking into the future on SR169 projects and funding for these with King County.

COUNCIL REPORTS:

Councilmember Deady discussed the AWC Conference she and the Mayor attended; reported receiving her Certificate for Municipal Leadership Training Program; attended SCATBd meeting; met with Finance Director Miller on vouchers; attended Public Safety

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meeting, Miners Day festival, and Chief for a Day fundraiser; noted running the free kids booth station at the Farmer's Market every Friday; served soup at Joint Base Lewis McCord as a Soup Lady.

Councilmember Morgan – no report.

Councilmember Edelman discussed the Chief for a Day fundraiser and noted that over $1,800 was raised. She discussed the AWC Conference and the Councilmembers having a training budget and this budget was used for the Mayor's and Councilmember's Deady attendance.

Councilmember Weber commented on the Soup Ladies being an awesome group and appreciated that they are from Black Diamond; inquired about the new location of the Farmer's Market and wondered how it is working out.

Councilmember Pepper noted she would like to see a sign for the gym so people are aware the City has one and its location. She also noted participating in the 5K run on Miners Day.

ATTORNEY REPORT:

City Attorney Linehan reported working hard with the Public Works and Community Development departments on projects. He also reported working with the Police and Administration on public record requests. He discussed it being very helpful for Council to think about the kinds of legal issues that might come up on an item on the agenda and to ask the attorney prior to the meeting. He noted this helps legal counsel do a thorough analysis so he can give good legal advice rather than off the cuff at the meeting which will be vague. He also added he can respond with that communication having attorney-client privilege.

PUBLIC COMMENTS:

Angelina Taylor handed a public records request to the Clerk. She personally apologized to all the police and first responders in regards to a speaker comparing events here tonight with those happing in Texas and Baton Rouge. She discussed the Labor Days event not costing the city a dime; she questioned the hiring of an attorney from Bainbridge Island; she also noted the three councilmembers could be sued for voting the voucher items down.

Leslie Coulee, Black Diamond stated that she is on the Labor Days Committee and being here tonight regarding the special event permit. She also commented on how the room emptied after the action of Council voting that item down.

Robbin Taylor, Black Diamond commented on the insurance for the Labor Days parade being non-refundable and the city not paying anything for this event. She discussed the dismissal of the Edelman lawsuit, the firing of Carol Morris and the Talmadge contract being signed before there was Council action on it.

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ADJOURNMENT:

A **motion** was made by Councilmember Deady and **seconded** by Councilmember Weber to adjourn the meeting. Motion **passed** with all voting in favor (5-0). Meeting ended at 9:49 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

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BLACK DIAMOND CITY COUNCIL MINUTES
August 18, 2016
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

DRAFT

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

PRESENT: Councilmembers Deady, Morgan, Edelman, Weber and Pepper.

ABSENT: None

Staff present: Seth Boettcher, Public Works Director; Andy Williamson, Interim Community Development Director/MDRT/Ec Dev Director; Jamey Kiblinger, Police Chief; Mike Kenyon, City Attorney; Peter Altman, City Labor Attorney and Brenda L. Martinez, City Clerk.

At 7:00:39 p.m. Mayor Benson announced the Council would be going into an executive session as allowed by RCW 42.30.140(4) to discuss collective bargaining with City Labor Attorney Altman. The executive session was anticipated to last 30 minutes with no final action following the session.

At a ten minute extension was announced 7:30 p.m.

The meeting was called back to order at 7:40:07 p.m.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Mayor Benson announced she received a letter from Gomer Evan's sister and read an excerpt. The whole letter is attached and incorporated into the minutes. She instructed the City Clerk to email a copy of it to the Councilmembers.

A **motion** was made by Councilmember Deady and **seconded** by Councilmember Edelman to move the consent agenda to be after public comments. Motion **passed** with all voting in favor 5-0.

PUBLIC COMMENTS:

Peter French, Bonney Lake commented that he works for the Enumclaw School District and noted being one of the project managers for the Black Diamond Elementary School project. He read a statement from Superintendent Mike Nelson into the record as Mr. Nelson was unable to attend. This statement is attached and incorporated into the minutes.

Judy Goodwin, Black Diamond commented on the resolution before Council regarding the Traffic Mitigation Agreement with the Enumclaw School District. She noted supporting this resolution and urged Council to support the kids and pass it tonight.

Brock Deady, Black Diamond announced that his wife Councilmember Tamie Deady was named Civil Servant of the Year for Black Diamond. He highlighted the volunteer work she does around the Community.

Melody Mann, Black Diamond asked about the TBD fee and wondered if other money could be used to fund streets. She also asked if people had a say in this fee and inquired as to what projects the money will fund. She stated not being able to afford this fee and not being able to afford the front end alignments due to the shape of our roads and wondered where she could bill that to.

Robbin Taylor, Black Diamond discussed the Six Year Transportation Improvement Plan and the schedule of when it has been before Council and the actions taken on it. She also discussed the ramifications for not passing this plan and the need for Council to get work done for the City.

Kristen Bryant, Bellevue discussed making comments before Council on the Six Year Transportation Improvement Plan. She noted her comments were that there wasn't a clear and detailed breakdown of some of the projects that had multiple funding sources and it might be relevant to identify Transportation Benefit District money; there was not alot of background information provided in an easy and accessible format to the public that led to how that TIP was put together. She also noted not seeing anything that has addressed that comment. She then read a prepared written statement into the record regarding the voluntary traffic mitigation agreement which is attached and incorporated into the minutes.

Judith Carrier, Auburn discussed enjoying the Labor Day celebration in Black Diamond for over 50 years. She noted attending the July 21 Council meeting and the Council needing to know that what they approve it best for the City. She commented on three Councilmembers expressing appreciation for the Labor Day Committee and volunteers. She discussed key documents not being available to Councilmembers on the 21st and noted that finally on July 29th a packet of information came to only one member of the Council for this event. She then discussed the schedule of approval for fire review, WSDOT review and the three separate permits that were issued on the 25th. She added these were not necessary and may be illegal. She discussed when things go to committee they are there for review and to ask questions so members know what they are approving. She asked how many times the Labor Day permit has come before Council and noted this permit has never come before Council, however it did come before Council on the 21st.

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CONSENT AGENDA:

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to adopt the Consent Agenda.

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Morgan to amend the motion to pull out check number 43820 (Kenyon Disend claim voucher) and the meeting minutes of July 21 and August 7 and have them placed under new business for discussion.

There was discussion between Councilmembers as to why these items were being pulled from the consent agenda and placed under new business for discussion.

Vote: Amended motion **passed** 3-2 (Edelman, Deady). Main motion as amended **passed** 5-0. The Consent Agenda was approved as follows:

1) **Claim Checks** – August 18, 2016 - No. 43800 through No. 43849 and EFTs in the amount of $107,019.69 (Excluding check number 43820 -Kenyon Disend voucher)
2) **Payroll** – July 31, 2016 – No. 19175 through No. 19193 (voids 18773, 18795, 18829, 19183, 19188) and EFTs in the amount of $268,305.28

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

Resolution regarding Voluntary Traffic Mitigation Agreement with Enumclaw School District

Public Works Director Boettcher discussed being very busy with this project and highlighted the actions that have taken place on the project. He stated now that we approved SEPA we need to resolve the traffic issue. The City has reviewed and accepted a proposed pro rata share traffic and safety mitigation contribution proposed by the school district and supported by their transportation technical report. He noted as the appointed professional engineer for the City and fulfilling authority of his role he has reviewed the methodology of the proposal, the equitability, the nexus to the affected intersections and the proportionality of what is proposed. He stated his role is to assess and determine that concurrency requirements have been met as well as in concert with the Planning Director and evaluation of the impacts through SEPA. He noted this being a common type of agreement to address traffic mitigation which allows the school district to move forward with their project and pay a pro rata share of the equitable fix of four intersections. He encouraged Council support so they could move forward on the school project.

Councilmember Edelman encouraged passage of this resolution tonight.

DRAFT

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to table this to the Growth Management Committee.

There was discussion among Councilmembers and staff on this issue with the focus being the information before Council, the role of staff, who determines concurrency, the action before Council, the project schedule, questions Councilmembers may have, timing of this issue coming before Council, and the use of committees for items before Council.

City Attorney Kenyon asked for a 10 minute executive session on potential litigation as authorized by RCW 42.30.110(1)(i).

At 8:36 p.m. the Mayor recessed the meeting for an executive session. Mayor Benson, Councilmember Deady and Councilmember Edelman attended the executive session. Councilmembers Morgan, Weber and Pepper declined to attend the executive session. City Attorney Kenyon re-entered the Chambers and individually asked Councilmembers Morgan, Weber and Pepper if they would like to participate in the executive session and again they declined.

Mayor Benson called the meeting back to order at 8:46 p.m.

A **motion** was made by Councilmember Deady and **seconded** by Councilmember Edelman to authorize the Mayor to execute an agreement with the Enumclaw School District for contribution to improvements at four intersections impacted by the new Black Diamond Elementary School Project.

Councilmember Pepper stated to the Chair that there is already a motion and second on the floor. City Attorney Kenyon confirmed that there was a pending motion to table before the executive session and there should be a vote on that motion unless that motion was ruled out of order which he hadn't heard. Mayor Benson ruled the previous motion to table out of order as there are no Council committees.

Councilmember Pepper appealed the decision of the Chair and was ruled out of order.

Councilmember Edelman called the question.

City Attorney Kenyon clarified for the record that the motion to table was ruled out of order by the presiding officer and given that, that motion is no longer on the floor. The motion on the floor is a motion to authorize the Mayor to execute the Traffic Mitigation Agreement and that's what Council is voting on now.

Vote: Motion **passed** 4-1 (Morgan).

Kenyon Disend Claim Voucher

DRAFT

Councilmember Weber discussed being concerned that the contracts being authorized by the Mayor under her $15,000 authority are serial contracts and circumventing the hiring of a full time Attorney. Mayor Benson noted she has the authority to hire the City Attorney and state law requires the City to have an attorney and if Council won't approve the contract she can approve them over and over as it's required by law.

Councilmember Weber noted bringing this issue up before when discussing building permitting and noted the Mayor had the authority to do a contract and the Mayor's response back was to call a special meeting. He added if he understands correctly (needs to go back and look at the email) that according to the state auditor that's kind of a red flag when you are continually doing serial contracts. Mayor Benson commented that she had a conversation with the state auditor on this and it is ok as the City has to have an attorney.

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Pepper to pay claim check #43820 for Kenyon Disend in the amount of $15,126.54. Motion **passed** 4-1 (Morgan).

Minutes of July 21, 2016 and August 4, 2016

Councilmember Pepper discussed pulling the minutes of August 4th and July 21 as two citizens reached out concerned that their public comments were not reflected as accurately as they could be.

There was Council discussion on the August 4th minutes.

A **motion** was made by Councilmember Weber to postpone approval of these minutes until the next regularly scheduled meeting and give time to go back and listen to the audio.

There was Council discussion on the July 21st minutes.

Councilmember Weber **withdrew** his motion.

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Pepper to amend the August 4th minutes to include the two emails for those citizens. Motion **passed** with all voting in favor 5-0.

A **motion** was made by Councilmember Morgan and **seconded** by Councilmember Weber to postpone action on the July 21st minutes to the next regular Council meeting on September 1, 2016. Motion **passed** 3-2 (Edelman, Deady).

DEPARTMENT REPORTS:

Police - Chief Kiblinger distributed and reviewed with Council the Black Diamond Police Department Report/Update for August 2016.

DRAFT

Community Development – Interim Community Development Director Williamson reported on the Tough Mudder event that is coming to the City. He noted the special event permit will be coming before Council at their September 1st meeting and distributed information to Council regarding this event. He urged Council to call him with any questions they may have as there is a need for Council action at the meeting on September 1st.

In addition, Mr. Williamson distributed the DKS claim voucher along with the information requested during the last Council meeting by Councilmember Morgan and the agreement of Council if he brought the requested information forward, Council would approve the payment. He noted following Council's direction and stated he is hopeful that there will be Council action on this tonight.

Councilmember Weber noted appreciating taking Councilmember Morgan's and his suggestion and asked if this action needed to be done by resolution. City Attorney Kenyon stated there is no legal requirement to have it approved by resolution – it can be done by a motion.

Councilmember Morgan commented on wanting to make sure that the spending authority of the Mayor applies in the future.

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Edelman to take the DKS Voucher off the table and approve payment. Motion **passed** with all voting in favor 5-0.

MAYOR'S REPORT:

Mayor Benson reported that Judge Dane will be attending the next Council meeting to give an update on the Court. She also reported attending the SCATBd meeting, one year celebration of life for Greg Goral. She discussed attending Chief for a Day and would like to bring them to a future Council meeting for introductions.

COUNCIL REPORTS:

Councilmember Deady discussed how she makes times to address issues with staff when working a full time job in November and December. She noted attending the Port of Seattle Tour, Chief for a Day, and the one year celebration of life for Greg Goral.

Councilmember Morgan reported on the budget and financial workshop she attended. She highlighted topics and points of discussion from this workshop.

Councilmember Edelman reported she attended a meeting on August 11 with the Mayor, Finance Director and Councilmember Deady to review the vouchers, the one year celebration of life for Greg Goral, Chamber Luncheon on August 17th, Port of Seattle Tour, and Chief for a Day.

DRAFT

Councilmember Weber commented that the children from Black Diamond Elementary School will be attending JJ Smith this school while the new school here in Black Diamond is being built. He also noted the School District has done a great job in getting that facility ready for the kids. He thanked the Boys Scouts who were in attendance at the meeting.

Councilmember Pepper commented on the need for a professional parliamentarian at the Council meetings. She noted having known parliamentary process in different settings and the need to have a registered parliamentarian so the roles and duties of all can be done. She also noted needing to work on points of order and other areas and believes it's exciting that Black Diamond is getting a new elementary school.

ATTORNEY REPORT: None

PUBLIC COMMENTS: None

ADJOURNMENT:

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to adjourn the meeting. Motion **passed** with all voting in favor (5-0). The meeting ended at 9:33 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

DRAFT

BLACK DIAMOND SPECIAL JOINT CITY COUNCIL/PLANNING COMMISSION MEETING MINUTES August 23, 2016

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the special joint meeting of the Council and Planning Commission to order at 6:14 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Edelman, Morgan, Weber and Pepper.
Planning Commissioners McCain, Ambur, and Senecal

ABSENT: Commissioners LaConte, Ekberg, and Ammons

Staff present: Barbara Kincaid, BHC Consultant and Brenda L. Martinez, City Clerk.

WORK SESSION:

City's Comprehensive Plan Update – Parks, Recreation, Trails and Open Space

BHC Consultant Kincaid recapped what has been done, what is left and the goal for this meeting. She reported tonight's meeting is to go through the Parks, Recreation, Trails and Open Space element of the Comprehensive Plan update which is now its own chapter in the Comprehensive Plan. She discussed the elements to review will be utilities, economic development, and traffic.

Ms. Kincaid discussed the documents before Council and asked that all use the document she distributed at the meeting as significant changes were made. She noted that just like the other chapters a lot of the information is being put into an appendix as this is easier for people to understand what is being accomplished in the plan.

Existing Conditions

Ms. Kincaid explained this area includes both active and passive land in the City.

There was lengthy discussion regarding the Regional Park and amenities and whether those amenities transferred over on to the deed. Ms. Kincaid noted further research needs to be done to see if this transferred over to the deed for the property. She will work on getting the deed. It was further noted that this would be discussed at the next meeting on September 6th to see if we keep the language in regarding the amenities at the regional park.

Ms. Kincaid discussed the other parks the City owns which are reflected in Table 1. **Changes needed in the verbiage and table is to correct that the City owns the gym, not the Community Center, location of the BMX track. It was discussed the regional park does not have a picnic area and single track mountain bike; description needs to walking trail instead of hiking trail.**

Ms. Kincaid reported that page three and four of the document list other facilities and amenities that are not city owned. She noted this is a GMA requirement.

Discussion began on these amenities and where they are located. **It was suggested to add a definition on the location of the Henry's Ridge Mountain Bike Trails.**

PARK TYPES AND LEVEL OF SERVICE (LOS) STANDARDS

Ms. Kincaid reported the City's adopted LOS standards are "spatially based" which means they emphasize access to different types of park and recreational facilities to ensure all residents are adequately served. She noted page five of the document describes the park types and what we currently have. She also noted page six is the same as what the City has now in the Comprehensive Plan. She commented that Table 3 shows what our standards are per population units.

EXISTING NEED

Ms. Kincaid commented that this section is dated as it was taken out of the 2008 plan and doesn't meet the adopted standard. She referred to Table 4 which is an illustration of what types of parks, standard, and what the City actually has. She also referred to Table 5 which illustrates the existing recreational facility standards. It was discussed to change the basketball court number as the City's gym has a basketball court. The City also has three swimming areas and offers volleyball.

It was suggested to move the word "new" in the second sentence on page 8 to go in front of the word "additional".

FUTURE NEEDS

Ms. Kincaid noted that the previous pages reviewed were a snapshot in time of where are today and this section discusses what is projected for 2035. She also noted in the Development Agreement the Master Developer is obligated to provide recreational facilities based on the City's adopted LOS standards. She referred to Tables 7 and 8 where it shows the requirements for the MPDs recreational facilities. **It was suggested to add language to the last column in Table 7 that this is at the City's discretion.**

In addition, Ms. Kincaid reported that the MPDs are required to dedicate at least 50% of their total area to open space, except as modified by historic agreements as ash the Black Diamond UGA Agreement.

DRAFT

8.5.1 Parks, Recreation, and Open Space Concepts, Goal, Objectives, and Policies

Ms. Kincaid referred to the Goals and Polices that are currently in the Comprehensive Plan and discussed with Council if they are still relevant.

Goal Foster and support the stewardship of natural resources throughout the community in the form of parks, open space, and recreation to serve the needs of the City's residents. **Need to add trails.**

Ms. Kincaid noted needing to restate the objectives as policies to be consistent in the document.

Objective CF-6: Parks should include a variety of active, passive, developed, and natural parks and open space. **Make a policy and change should to will.**

Objective CF-7: Retention of the area's natural beauty and ecology should be represented in the park and open space system. **Restate as policy "Area's natural beauty and ecology should be represented in the park and open space system. Use the word "retained" instead of "represented".**

Policy CF-5: Provide the City with a system of recreation facilities that are attractive, safe, functional, and available to all segments of the population. **Change "available" to "accessible".**

Policy CF-6: Encourage development of a trail system which will connect the City's historic district, neighborhoods, Jones Lake, and Morganville with an integrated King County regional trail system, the new park sit at Lake Sawyer, and a state trail system along the Green River. **Change "encourage" to "continue".**

Policy CF-7: Repairing deficiencies and maintaining the existing park and recreation facilities should be a top priority. **Need to add funding language. Suggested language "Repairing deficiencies and maintaining the existing park and recreation facilities shall be funded in the budget".** Ms. Kincaid suggested "continue to fund at a minimal LOS".

Policy CF-8: Development of new parks within the City shall involve: a. (ok). b. **suggested that types of parks be combined in this.**

Policy CF-9: Current Parks, Recreation, and Open Space LOS guidelines include: **Old LOS. It was discussed this will have language on the new standards.**

Police CF-10: Maintain an up-to-date Parks Plan. **OK.**

Ms. Kincaid thanked everyone for their input and noted the next joint meeting on the Comp Plan update will be September 6, 2016 at approximately 6:10 p.m.

DRAFT

ADJOURNMENT:

There was a motion and a second to adjourn the meeting. Motion passed with all voting in favor.

The meeting was adjourned at 8:11:29 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

DRAFT

BLACK DIAMOND CITY COUNCIL
SPECIAL MEETING MINUTES
August 25, 2016
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the regular work session meeting to order at 6:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Morgan, Edelman, Weber and Pepper. (Councilmembers Deady and Weber were not present during roll call. Councilmember Weber entered the meeting at 6:10 p.m. and Councilmember Deady entered the meeting at 6:21 p.m.)

ABSENT: None

Staff present: Andy Williamson, MDRT/Ec. Dev Director and Interim Community Development Director; Jamey Kiblinger, Police Chief; May Miller, Finance Director; Rob Reed, Milton IS; Scott Hanis, Capital Projects/Program Manager; Chief Smith and Chief Barlow; Brenda L. Martinez, City Clerk.

DRAFT CAPITAL IMPROVEMENT PLAN – GENERAL GOVERNMENT CAPITAL PROJECTS

Mayor Benson welcomed everyone to the meeting and noted tonight's meeting is an overview of the General Government Capital Projects portion of the draft Capital Improvement Plan. She then turned the meeting over the Finance Director Miller.

Finance Director Miller discussed the order for tonight's meeting and noted that following the presentation she would go over the financial aspect for balancing the plan along with the calendar outlining the steps for adoption of the plan. She noted directors are here tonight to go over their individual projects in respect to timeline and funding.

PARKS DEPARTMENT

Capital Projects/Program Manager Hanis reviewed and discussed with Council the following park projects:

P1 – Ginder Creek Trail and Site Restoration (Councilmember Weber entered the meeting at 6:10 p.m.)

P2 – Grant Matching Funds
P3 – Park Plan Update
P4 – Pond to Park Improvement – Eagle Creek
P5 – Boat Launch Park Shoreline Stabilization
P6 – Cemetery -New Niche Wall (Councilmember Deady entered the meeting at 6:21 p.m.)
P7 – Rehabilitate East Ginder Creek Property

Finance Director Miller reviewed with Council the Parks Department Capital Project Summary page of the plan.

FIRE DEPARTMENT

Fire Chief's Smith and Barlow reviewed and discussed with Council the following fire department projects:

F1 – Replace Primary Fire Engine (2000)
F2 – Replace Reserve Engine (1986)
F3 – Replace Aid Car (1994)
F4 – New Fire Station and Equipment

Finance Director Miller reviewed with Council the Fire Department Capital Project Summary page of the plan.

GENERAL GOVERNMENT

Staff reviewed and discussed with Council the following General Government projects:

G1 – City Technology – Capital (excludes police technology) IS Technician Reed gave a general overview and discussed the critical issues facing the City with technology.
G2 – General Government Facility Updates
G3 – General Government Vehicle Replacement
G4 – Comprehensive Plan Completion

Finance Director Miller reviewed with Council the General Government Projects Capital Project Summary page of the plan.

POLICE DEPARTMENT

Chief Kiblinger reviewed and discussed with Council the following police department projects:

L1 – Police Technology
L2 – Patrol Car Replacement Plan
L3 – Police Radio Replacement

DRAFT

Finance Director Miller reviewed with Council the Police Department Capital Project Summary page of the plan.

In closing Finance Director Miller reviewed the General Government Departments Summary page for the 2017-2022 plan. She highlighted the percentages for each department and discussed the REET 1 analysis summary page along with the proposed calendar outlining the next steps for adoption of the plan.

MDRT/Ec Dev/Interim Community Development Director Williamson discussed with Council the fire impact fees the City will receive (i.e. Black Diamond Elementary School project) and noted this money is directly related to growth.

ADJOURNMENT:

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Pepper to adjourn the meeting. Motion **passed** with all voting in favor (5-0).

ATTEST:

Carol Benson, Mayor | Brenda L. Martinez, City Clerk

DRAFT

BLACK DIAMOND CITY COUNCIL MINUTES
September 1, 2016
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

DRAFT

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

PRESENT: Councilmembers Deady, Morgan, Wehar and Pepper.

ABSENT: Councilmember Edelman (excused).

Staff present: Seth Boettcher, Public Works Director; Andy Williamson, Interim Community Development Director/MDRT/Ec. Dev. Director; Kris Chatterson, Police Officer; David Linehan, City Attorney, and Brenda L. Martinez, City Clerk.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Mayor Benson read into the record the following proclamation.

WHEREAS, behavioral health is an essential part of health and one's overall wellness; and

WHEREAS, prevention of mental and/or substance use disorders works, treatment is effective, and people recover in our area and around the nation; and

WHEREAS, preventing and overcoming mental and/or substance use disorders is essential to achieving healthy lifestyle, both physically and emotionally; and

WHEREAS, we must encourage relatives and friends of people with mental and/or substance use disorders to implement preventive measures, recognize the signs of a problem and guide those in need to appropriate treatment and recovery support services; and

WHEREAS, an estimated 400,000 people in King County are affected by these conditions; and

WHEREAS, to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), the King County Behavioral and Recovery Division, and the City of Black Diamond invite all residents of Black Diamond to participate in National Recovery Month (Recovery Month);

NOW, THEREFORE, I, Carol Benson, Mayor of the City of Black Diamond, on behalf of the Black Diamond City Council, call upon Black Diamond residents to observe the month of September with appropriate programs, activities, and ceremonies supporting this year's Recovery Month and do hereby proclaim in the City of Black Diamond, the month of September 2016 as a month to recognize National Recovery Month.

Mayor Benson announced a reordering of the agenda. Under unfinished business the July 21 minutes will be item no. 3 and under new business items 3 -10 will now be 4 – 11.

A motion was made by Councilmember Deady and seconded by Councilmember Morgan to move the consent agenda after public comments. Motion passed with all voting in favor 4-0.

PUBLIC COMMENTS:

Judy Goodwin, Black Diamond, thanked Council for the opportunity to speak. She asked Council three questions 1) Where they are at on mediation?, 2) What's happening on the work sessions to develop new Council Rules?, and 3) Any idea of when the comprehensive plan will be ready for public hearings?

CONSENT AGENDA:

Item 2 - August 18, 2016 Council Minutes

Councilmember Pepper asked that the minutes from August 18 be pulled from the consent agenda and placed under new business.

Item 1 - Claim Checks – September 1, 2016 - No. 43850 through No. 43896 and EFTs in the amount of $91,400.68

A motion was made by Councilmember Morgan and seconded by Councilmember Weber to move the claim checks from the consent agenda and place them at the end of the meeting. Motion passed 3-1 (Deady).

It was clarified that the August 18th minutes will be item no. 12 under new business and the claim checks will be item no. 13 under new business.

PUBLIC HEARINGS: None

DRAFT

UNFINISHED BUSINESS:

Item 3 - July 21, 2016 Minutes

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to table the July 21, 2016 minutes. Motion passed 3-1 (Deady).

NEW BUSINESS:

Item 4 – AB16-047, Resolution Accepting Jones Lake Road Overlay Project

Public Works Director Boettcher briefed Council on the completed project.

A **motion** was made by Councilmember Deady to adopt a resolution accepting the Jones Lake Road Overlay Project by Lakeridge Paving Company as complete according to the contract documents. (Motion died due to motion to table which takes precedence)

A **motion** was made by Councilmember Pepper and seconded by Councilmember Morgan to table this item. Motion passed 3-1 (Deady).

Item 5 – AB16-048, Resolution Approving Tough Mudder Special Event Permit SEP16-0014

MDRT/Interim Community Development Director Williamson discussed with Council the Tough Mudder Special Event Permit.

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Deady to adopt a resolution authorizing the Mayor to execute an agreement with Tough Mudder, LLC approving Special Event Permit SEP16-0014. **Motion passed 4-0.**

City Attorney Linehan stated that in light of the fact that Council voted to table item #4 regarding the acceptance of the Jones Lake Overlay Project he recommended an executive session tonight so the Council can bring it off the table before we conclude. The executive session will be in accordance with RCW 42.30.110(1)(i) to discuss litigation risks associated with an indefinite delay in approval of the project. He noted this is just a recommendation for the Mayor and Council's consideration.

Item 6 – AB16-049, Resolution Authorizing an Agreement with Parametrix, Inc. – Surveying Services for MDRT

MDRT Director Williamson reported as the director of this team and per the contract which is a 15 year binding contract his department has special needs such as surveying, traffic, civil etc. He added the contracts before Council will allow him to fulfill his obligations on the Development Agreement.

DRAFT

There was Council discussion on the contract.

A motion was made by Councilmember Morgan and seconded by Councilmember Pepper to table this item.

MDRT Director Williamson stated he is playing by the Council rules and is here for a first reading; not for a table. Discussion continued with the focus being the process for a first reading.

MDRT Director Williamson stated for the record that he is fulfilling his obligation under the development agreement by bringing these contracts for a first reading to the Council in enough time to be passed so staff can continue their work and not be in violation of the development agreement, but if Council tables it and not knowing when it will come off the table that is not in the spirit of what the development agreements says that we will work in the spirit of collaboration to timely expedite their (OakPointe) things to meet the inspections on time. He again stressed he needs these consultants and added he is asking Council rather than to table it when we don't know when it will come back, if you would postpone to the next council meeting then Council and himself can engage and have a conversation over the next couple of weeks and work through any issues and he can fine tune the document and hopefully get passage. That seems to be in the spirit of cooperation with staff trying to work with Council. He stated he is asking if Council can set the next reading for the next Council meeting and between those two weeks he can discuss issues with Councilmembers as his door is open. He offered that as a suggestion and noted respecting the process of the Council.

Discussion continued on this item with Councilmember Morgan proposing to do an extension on the contracts. City Attorney Linehan noted that the contracts are essentially an extension of the existing contracts and is suggesting an extension is not a solution because of Council wanting first readings on items.

Vote: Motion passed 3-1 (Deady).

City Attorney Linehan again suggested an executive session to discuss imminent threat of litigation that will result if these contracts are not expeditiously approved.

Item 7 – AB16-050, Resolution Authorizing an Agreement with Parametrix, Inc. for Traffic Engineering Services for the MDRT

MDRT Director Williamson suggested to be expeditious tonight that Council do a blanket motion to table all the contracts related to the MDRT if that is what they want to do. Mr. Williamson went on the record to make very clear that the staff recommends that the Council accept this as their first reading on each one of these contracts and that staff has met Council's timely requirements and they are set for the second reading. So he as a staff member has met his legal obligation.

DRAFT

A motion was made by Councilmember Pepper to table the rest of these and taking into consideration what Mr. Williamson has expressed very clearly for the record.

Councilmember Pepper withdrew her motion.

MDRT Director Williamson clarified for the record that the items to be tabled are (AB16-049, Parametrix Surveying contract was preciously tabled):

- AB16-050 – Resolution Authorizing an Agreement with Parametrix, Inc. - Traffic Eng. Svc. - MDRT
- AB16-051 – Resolution Authorizing an Agreement with RH2 - Civil – MDRT
- AB16-052 – Resolution Authorizing an Agreement with Perteet –Environment-MDRT
- AB16-053 – Resolution Authorizing an Agreement with HWA Geosciences – MDRT

A motion was made by Councilmember Pepper and seconded by Councilmember Morgan to table these items 049, 050, 051, 052, and 053. Motion passed 3-1 (Deady).

Item 11 – AB16-054, Resolution Authorizing an Agreement with DKS Associates

MDRT Director Williamson thanked Council for their guidance in helping him work through the last issue with DKS. He noted DKS is not under BergerABAM and would like to get this second item passed. He discussed the three key elements of the comprehensive plan with traffic being one of them. He stated he is here tonight to see if the contract can be finalized and moved forward. He asked Council to provide the guidance to move this forward and explained that traffic is not an easy concept to understand and we need to make sure our citizens have enough time to digest the information.

There was Council discussion on the traffic simulation modeling, the product belonging to the City, the need to let the City know if they are subcontracting anything out and who drives the two options in the contract.

A motion was made by Councilmember Deady to adopt a resolution authorizing the Mayor to sign a Professional Services Agreement with DKS Associates. (Motion died due to motion to table which takes precedence)

A motion was made by Councilmember Pepper and seconded by Councilmember Weber to table this item. Motion passed 3-1 (Deady).

At 8:22 p.m. Mayor Benson announced a 10 minute executive session in accordance with RCW 42.30.110(1)(i) to discuss potential litigation with legal counsel regarding the contracts and the Jones Lake Road Overlay Project. Councilmember Deady and Mayor Benson attended the executive session with City Attorney Linehan. Councilmembers Morgan, Weber and Pepper declined to attend.

DRAFT

Mayor Benson called the meeting back to order at 8:32 p.m.

Item 12 – Minutes - Council Meeting of August 18, 2016

Councilmember Pepper stated that they would like to table the minutes.

City Attorney Linehan stated that Council is required to have minutes and tabling them implies that they may never come back; this would be a legal violation to not have published minutes. He noted he is not saying they don't have the right to table them, but with the advanced warning that failing to bring them off the table creates a lack of minutes of a public meeting which are required under the law.

A motion was made by Councilmember Pepper and seconded by Councilmember Morgan to table this item. Motion passed 3-1 (Deady).

Item 13 – Claim Checks – September 1, 2016 – No. 43850 through No. 43896 and EFTs in the amount of $91,400.68

Mayor Benson answered questions sent in by Councilmember Morgan regarding the claim checks on the agenda for approval.

A motion was made by Councilmember Morgan and seconded by Councilmember Weber to adopt the claim checks. Motion passed 4-0.

Councilmember Morgan noted having an item of unfinished business which is a resolution regarding professional services to hire a parliamentarian. There was a lengthy discussion between councilmembers on this item.

DEPARTMENT REPORTS: None

MAYOR'S REPORT:

Mayor Benson reported attending the Fire Ad Hoc committee meeting.

COUNCIL REPORTS:

Councilmember Deady reported attending the Fire Ad Hoc committee meeting and a meeting with Mayor Benson and Finance Director Miller to review the vouchers.

Councilmember Morgan – no report.

Councilmember Weber stated whether it is good, bad, or indifferent he appreciated citizens coming out and if business was being conducted the meetings would be a lot shorter. He commented on hoping the weather cooperates with Labor Days and stated at no time was there any intent not to support Labor Days.

DRAFT

Councilmember Pepper talked about the Council powers as referenced by the Association of Washington Cities (AWC) and Municipal Research and Services Center (MRSC) and thanked everyone for coming out tonight.

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Leslie Coulee, Black Diamond asked Councilmembers Weber, Pepper and Morgan about a meeting the three convened at the Black Diamond Bakery Coffee Shop and what was the purpose.

Terry Yankovich, Black Diamond commented that she still can not understand why three Councilmembers believe what they are doing is correct while the other three believe they are correct. She wondered when can they all come to an understanding as it is ridiculous. She discussed asking Councilmember Pepper to be invited to committee meetings and so far she hasn't been.

Andrew Williamson, representing Teamsters Local 117 reported that additional employees at the City have signed cards to begin a new unit.

Judy Goodwin, Black Diamond discussed why she asked the questions at the beginning of the meeting. She noted there being another viable alternative option for how committee meetings can happen. She discussed how committee meetings worked in the past with previous Councils and understands that arrangement could be going on today and the public can attend. She also commented on Mr. Talmadge having concerns with the way the committees were operating as well as the other three.

Judy Baxley, Black Diamond commented that she is confused on the committees. She noted reading in the handbook Councils allowed to have committees.

Discussion began among Councilmembers regarding Council Committees and the meetings that have been held so far on the Council Rules of Procedure.

ADJOURNMENT:

A motion was made by Councilmember Weber and seconded by Councilmember Pepper to adjourn the meeting. Motion passed with all voting in favor (4-0). The meeting ended at 9:19 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

DRAFT

BLACK DIAMOND CITY COUNCIL
SPECIAL MEETING MINUTES
October 18, 2016
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the special meeting to order at 6:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Morgan, Edelman, and Weber. (Councilmember Morgan was not present for roll call and entered the meeting at 6:01 p.m.)

ABSENT: None

Staff present: May Miller, Finance Director; Jamey Kiblinger, Police Chief; Rob Reed, IT Services; Andrew Williamson, MDRT/Ec Dev/Interim Community Development Director; Seth Boettcher, Public Works Director; Melanie Dane, Municipal Court Judge; Stephanie Metcalf, Court Administrator, and Brenda L. Martinez, City Clerk.

WORK SESSION:

PRELIMINARY DRAFT 2017 GENERAL FUND BUDGET

Mayor Benson read into the record a memo on the 2017 preliminary draft 2017 General Fund Budget. This memo is attached and incorporated into the minutes. Mayor Benson then turned the meeting over to Finance Director Miller.

Councilmember Weber entered the meeting at 6:01 p.m.

Finance Director Miller noted this is third work session Council has had on the budget. She recapped prior work sessions and reported that tonight's work session will be to go over the preliminary draft 2017 General Fund budget and on October 27th will be a work session to go over the public works budgets, special revenue funds, and the capital budgets.

Ms. Miller reviewed with Council the staffing levels and funding sources; draft preliminary combined 2017 preliminary budget for all funds and explained the 2017 general fund sources and uses; she referred to the Funding Agreement page 31 and noted that developer funding is decreasing which is good as the City needs to cover costs of the city. She discussed the general fund revenues and their sources (i.e. property tax, sales tax, utility taxes, etc.) and what those dollars cover. She reviewed the general fund tax trends with Council and reviewed department budgets along with staff members where they

highlighted areas that have either decreased, increased or new increases that are being asked for and why.

In closing Finance Director Miller reviewed the budget calendar and reminded Council the next meeting on the budget is scheduled for October 27th.

ADJOURNMENT:

A **motion** was made by Councilmember Deady and **seconded** by Councilmember Edelman to adjourn the meeting. Motion **passed** with all voting in favor (5-0).

Meeting ended at 7:39 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

DRAFT

CITY OF BLACK DIAMOND

Interoffice Memorandum

TO: BLACK DIAMOND CITY COUNCILMEMBERS

FROM: CAROL BENSON, MAYOR

SUBJECT: 2017 PRELIMINARY/DRAFT BUDGET

DATE: OCTOBER 13, 2016

I am pleased to present the Draft 2017 Preliminary General Fund Budget, which is not only balanced, it is also sustainable without having to withdraw any funds from the ending fund balance.

Fortunately our economy is slowly improving with an increase in revenue from the construction of the infrastructure for the Villages, the new Elementary School and several home building projects within the city. We expect this trend to continue throughout the next year along with the expectation that new home construction will begin in the Villages before the end of 2017.

This budget reflects our priorities for achieving our desired vision for the future of Black Diamond. Our priorities included maintaining a high quality of life for those who work, live and visit the City of Black Diamond. This is achieved through supporting public safety; both fire and police. We were voted the 9th safest city in the State of Washington by SafeWise, which was released in their report of May 23, 2016. With no additional population within the city limits, our calls for service have increased every year. Our calls for service last year were 2989 and we anticipate those calls for service to increase by nearly 1,000 by the end of 2016.

With our limited resources we must also ensure that our roads and infrastructure are maintained and provide regular upgrades to projects and facilities through grants and REET.

I truly appreciate the hard work and dedication of City Staff in providing the City and Council with a balanced budget. I am proud that the City has maintained a level of service which makes Black Diamond a better place to live, work, play and do business.

BLACK DIAMOND CITY COUNCIL
SPECIAL MEETING MINUTES
October 27, 2016
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the special meeting to order at 6:01 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Morgan, Edelman, Weber and Pepper.

ABSENT: None

Staff present: May Miller, Finance Director and Brenda L. Martinez, City Clerk.

WORK SESSION:

PRELIMINARY DRAFT 2017 PUBLIC WORKS BUDGETS, SPECIAL REVENUE FUNDS, AND CAPITAL FUNDS

Mayor Benson announced this special meeting is a work session on the proposed 2017 preliminary budget for the public works budgets, special revenue funds, and capital projects. She then turned the meeting over to Finance Director Miller.

Finance Director Miller reported this is the second work session on the 2017 budget and is also an overview of the public works budgets, special revenue funds, and capital funds. She explained this is another chance for Council to go over the document and ask questions so all the information can get out to the public.

She reviewed with Council the following Special Revenue Funds which are restricted and can only be used for allowable expenses:

- Street Fund
- Fire Impact Fee Fund
- Transportation Benefit District Fund (TBD)
- Traffic Mitigation Fund
- Internal Service Funds – These funds have a common purpose and all funds contribute.
- Equipment Replacement Funds

DRAFT

Ms. Miller reviewed with Council the following Utility Fund and noted these funds are more like business funds where Council raises the rates to support the expenditures.

- Water Operating Fund 401
- Water Debt
- Sewer Operating Fund 407
- Stormwater Operating Fund 410

The following Capital Funds were reviewed with Council.

- Real Estate Excise Tax 1 – 311 (REET 1)
- General Government Capital Projects Fund 310
- Real Estate Excise Tax 2 - 321 (REET 2)
- Public Works Capital Projects Fund 320
- Water, Supply Facility Funding Agreement (WSFFA) – Partners pay 100% of the costs for projects in this fund.
- Water Capital Fund 404

At 6:59 p.m. Mayor Benson recessed the work session portion of the meeting for a public hearing regarding proposed revenue sources for the 2017 budget including possible increases in property tax levy.

PUBLIC HEARING:

PROPOSED REVENUE SOURCES FOR THE 2017 BUDGET INCLUDING POSSIBLE INCREASE IN PROPERTY TAX LEVY

Finance Director Miller noted that the City is required to have a public hearing before the end of the month. She explained this hearing has been noticed in the paper and on the City's website. She discussed the ordinances that are associated with the adoption of the 1% increase in property tax. She also discussed these ordinances will be back before Council at the November 17th meeting for action as state law requires property tax certifications to be filed with the County by November 30th.

Mayor Benson opened the public hearing at 7:01 p.m. No public commented and Mayor Benson announced the public hearing will remain open until November 17, 2016.

CONTINUATION OF WORK SESSION:

Mayor Benson announced we will now continue with the work session that was recessed for the public hearing.

Finance Director Miller continued to review with Council the following Utility Funds.

- Continuation of Water Capital Fund 404
- Sewer Capital Fund 408
- Stormwater Capital Fund 410

In closing Finance Director Miller reviewed the budget calendar and noted we are currently at n umber 9 on the calendar tonight. She commented that the preliminary budget will be posted November 1 and the next budget hearing is scheduled for November 17, 2016.

Mayor Benson asked if Councilmembers have any questions on the budget or items they would like to see in the budget.

ADJOURNMENT:

A **motion** was made by Councilmember Deady and **seconded** by Councilmember Edelman to adjourn the meeting. Motion **passed** with all voting in favor (5-0).

Meeting ended at 7:24:22 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

DRAFT

BLACK DIAMOND CITY COUNCIL MINUTES
November 3, 2016
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

PRESENT: Councilmembers Deady, Morgan, Edelman, Weber and Pepper.

ABSENT: None

Staff present: Jamey Kiblinger, Police Chief; David Linehan, City Attorney; Scott Hanis, Capital Project/Program Manager; Kevin Esping, Facilities Equipment Coordinator; Brian Lynch, Sergeant; Andy Williamson, MDRT/Ec Dev/Interim Community Development Director, and Brenda L. Martinez, City Clerk.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Mayor Benson announced that Cheryl Hanson from the Black Diamond Community Center is here tonight to do a presentation on the Center.

Black Diamond Community Center Director Cheryl Hanson discussed with Council the funding the Community Center is losing and the effect this would have on the programs the Center runs. She asked them to consider being a partner and set aside $10,000 in the City's 2017 Budget to help with the purchase of an insurance policy for the Center.

Mayor Benson commented that the work session next week is on the budget and Council can have a discussion at that time on this funding request.

PUBLIC COMMENTS:

Mitch Neary, Black Diamond spoke to Council.

Robbin Taylor, Black Diamond spoke to Council.

Judy Goodwin, Black Diamond spoke to Council.

CONSENT AGENDA:

1) **Claim Checks** – November 3, 2016 - No. 44041 through No. 44092 (Voids, 43927, 43928, 44012) and EFTs in the amount of $227,491.74

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Morgan to adopt the Consent Agenda. Motion **passed** with all voting in favor (5-0). The Consent Agenda was approved as presented.

PUBLIC HEARINGS:

2) AB16-061A – Continuation - Proposed Resolution Regarding 2017 Stormwater Management Program

Councilmember Pepper spoke on this item and noted the committee assignment by Councilmember Morgan is to the Council Growth Management Committee.

Mayor Benson opened the public hearing at 7:25 p.m.

MDRT/Ec Dev/Interim Community Development Director Williamson noted that no public comments have been received and no comments have been received from Councilmembers.

A **motion** was made by Councilmember Morgan and **seconded** by Councilmember Pepper to keep the public hearing open until the Growth Management Committee has had an opportunity to discuss this. Following discussion Councilmember Morgan **withdrew** her motion.

There were no public comments heard and Mayor Benson closed the public hearing at 7:33 p.m.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Weber to refer this item to the Growth Management Committee for further discussion.

There was discussion between Councilmembers.

Vote: Motion **passed** 3-2 (Deady, Edelman).

UNFINISHED BUSINESS:

3) Postponed Minutes – Council/Planning Commission Joint Meeting of July 12, 2016, Council meetings of July 21, 2016 and August 18, 2016, Council/Planning Commission Joint Meeting of August 23, 2016, Special Meeting of August 25, 2016, and Council meeting of September 1, 2016

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to approve the amended July 12 joint meeting minutes as presented in the packet.

There was discussion between Councilmembers.

Vote: Motion **passed** 4-1 (Edelman).

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Morgan to postpone the other remaining minutes to the next regular Council meeting. Motion **passed** 3-2 (Deady, Edelman).

4) AB16-062A – Resolution Authorizing a Collective Bargaining Agreement with the Black Diamond Police Officers Association

Councilmember Morgan presented this item and there was discussion on it between Councilmembers.

A **motion** was made by Councilmember Morgan and **seconded** by Councilmember Edelman to adopt a resolution authorizing the Mayor to execute the Black Diamond Police Officers Association Collective Bargaining Agreement.

Council discussion continued on this item.

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

NEW BUSINESS:

5) AB16-060A – First Reading - Resolution Authorizing a PSA with RH2 to serve as Civil Engineering Consultant to Water and Sewer Utilities

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to suspend the rules to vote on this item tonight.

There was Council discussion and staff clarification on this item.

Roll call vote: Councilmember Deady responded aye, Councilmember Morgan responded no, Councilmember Edelman responded aye, Councilmember Weber responded no, Councilmember Pepper responded no. Motion **failed** 2-3 (Morgan, Weber, Pepper).

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to refer this item to the Government Operations Committee.

Discussion between Councilmembers continued on this item.

Vote: Motion **passed** 3-2 (Deady, Edelman).

6) AB16-063 – First Reading - Ordinance Granting Franchise Agreement with CCD Black Diamond Partners, LLC

MDRT/Ec Dev/Interim Community Development Director Williamson introduced this item and gave background information on it.

There was Council discussion and staff clarification on this item.

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to postpone this item to the next regular meeting on November 17th .
Roll call vote: Councilmember Deady responded aye, Councilmember Morgan responded aye, Councilmember Edelman responded aye, Councilmember Weber responded aye, Councilmember Pepper responded aye. Motion **passed** with all voting in favor (5-0).

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to refer AB16-063 the ordinance granting a franchise agreement with CCD Black Diamond Partners, LLC to the Government Operations Committee. Motion **passed** 3-2 (Deady, Edelman).

7) AB16-064 – First Reading - Ordinance Granting Franchise Agreement with Astound Broadband, LLC

MDRT/Ec Dev/Interim Community Development Director Williamson introduced this item and gave background information on it. Fred Miller from WAVE addressed Council questions.

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Edelman to postpone this item to the next regular meeting on November 17th. Motion **passed** with all voting in favor (5-0).

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to refer AB16-064 an ordinance granting a franchise agreement with Astound Broadband, LLC to the Government Operations Committee. Motion **passed** 3-2 (Deady, Edelman).

8) AB16-065 – First Reading – Resolution Authorizing Interlocal Agreement with AWC RMSA

Mayor Benson presented this item to Council and recommended approval.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to refer this item to the Government Operations Committee.

There was Council discussion on this item.

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to amend the motion to suspend the rules to vote on this item tonight. Following discussion Councilmember Edelman **rescinded** the amended motion.

Discussion continued on this item.

Vote: Motion passed 3-2 (Edelman, Deady).

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to postpone this item AB16-065 a resolution authorizing an Interlocal Agreement with AWC RMSA to the November 17th meeting. Motion **passed** with all voting in favor (5-0).

9) AB16-066 – First Reading – Resolution Regarding Contracting Policies

A **motion** was made by Councilmember Morgan and **seconded** by Councilmember Weber that this item be referred to the Budget Committee.

There was Council discussion on this item.

Motion **passed** 4-1 (Deady).

A **motion** was made by Councilmember Weber which is attached and incorporated into the minutes. Following discussion Councilmember Weber **withdrew** his motion.

DEPARTMENT REPORTS: None

MAYOR'S REPORT:

Mayor Benson reported attending the Lake Sawyer Regional Park clean up; visited Mr. Boettcher and noted he is expected to be back at work part time December 1; attended Ken Ward memorial service, Mayor's luncheon with the cities of Maple Valley and Covington; made a statement on why she accepted their agenda and stressed she does not believe in the rules or committees and stated the proper process for committee assignment.

COUNCIL REPORTS:

Councilmember Deady reported attending Ken Ward's memorial service; CERT class update; attended Halloween Party at Community Center and Make a Difference Day.

Councilmember Morgan commented on the disagreement about committees and legal rulings by a judge. She also commented on the items that were sent to the Government Ops Committee tonight and is proposing holding a meeting of that committee on Monday of next week November 7th.

Councilmember Edelman reported attending Make a Difference Day, Black Diamond Historical Society meeting, public safety issues meeting, Ken Ward memorial service and thanked Ginger Passerelli for her participation, and attended the CERT class. Discussed email sent by Deputy City Clerk regarding a citizen phone message where they were expressing their displeasure about the Council; referred to excerpts in the Talmadge opinion.

Councilmember Weber reported attending committee meetings and gave a shout out to the Enumclaw Hornets varsity football team for their victory and wished them good luck at their first playoff game.

Councilmember Pepper reported attending the Government Ops Committee meeting and noted what was discussed; a special meeting on October 27 and on October 29th attended a Washington State Parliamentarian meeting. She also added attending the CERT class and noted the topics and schedule.

ATTORNEY REPORT:

City Attorney Linehan recommended having an executive session regarding the Bonneville Power Administration's offer to acquire certain city property.

PUBLIC COMMENTS:

Bob Edelman, Black Diamond commented.

Brock Deady, Black Diamond commented.

Pam McCain, Black Diamond commented.

Leslie Cooley, Black Diamond commented.

Robbin Taylor, Black Diamond commented.

EXECUTIVE SESSION:

At 9:23 p.m. Mayor Benson announced an executive session as authorized under RCW 42.30.110(c) regarding offers for acquisition of real estate. The executive session is anticipated to last for 10 minutes with no action to follow. Councilmember Morgan recused herself from the executive session due to a conflict of interest.

Before going into executive session a five minute break was added.

Mayor Benson called the meeting back to order at 9:37 p.m.

ADJOURNMENT:

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Deady to adjourn the meeting. Motion **passed** with all voting in favor (5-0).

The meeting ended at 9:38:08 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

I Move for the following Black Diamond City Council meeting changes:

- First, the November 10 council work session agenda will include a discussion on the Ordinances on property taxes on the agenda.

- Second, the November 17 regular council meeting is cancelled and the public hearing on the Ordinances previously scheduled for November 17th is cancelled.

- Third, a special Council meeting will be called for Monday, November 28th and the agenda will include the re-scheduled public hearing on the two property tax ordinances as well as other items submitted prior to November 11th for inclusion.

- Fourth, the city will advertise the public hearing on the property tax ordinances for the meeting on November 28th.

- Fifth, the city will include on the December 8th work session agenda budget review and public comment on the budget.

RECEIVED
CLERK OFFICE

NOV 0 3 2016

BY: BM

From: Council member
Walker

Comments by Robbin Taylor on Nov 3, 2016

The contract for RH2 Engineering is on the Agenda for the First Reading. This contract was first presented in packet material for the Oct 6th Council meeting. Morgan, Weber and Pepper succeeded in removing the RH2 contract from the Council business. During Department Reports Mr. Williamson requested this contract be passed to help cover potential liability as he was sending work their way because by Law he was required to process permits. The Council majority refused to revisit the contract at that meeting.

This contract was discussed at the Gov't Ops committee meeting on October 25th. Councilmember Morgan spoke to the need for this contract now that the Public Works Director is out for an unspecified length of time. Councilmember Morgan even addressed Mr. Williamson, who attended as a citizen, by stating "this is now an emergency" to which Mr. Williamson answered in the affirmative. Councilmembers Morgan and Pepper decided to move this contract to the full Council without recommendation.

Now you want a First Reading, after you already discussed it in Committee and moved it to the full Council tonight for a vote. You will probably claim that you need to follow the Council process. With Councilmember Morgan acknowledging "that this is now an emergency", isn't this the prime opportunity to waive the Council process and show that you can be responsive to an acknowledged emergency situation within the City?

I hope you will do the right thing and pass this contract tonight, and not send it back to the committee that decided on Oct 25th to send it to the full Council tonight for a vote.

On a personal note, I do not attend your committee meetings because I am in awe of your legislative prowess. I attend because I take the task of governmental oversight seriously. Believe me, there are other things I would rather do.

I always tell myself that I will not participate in discussions, yet I am unable to hold back at times. I do not participate to help you. I always hope that perhaps what I say may cause questions to arise in the minds of your few supporters who periodically show up.

This is what I see at the committee meetings:

1. Failed attempts to look like you are doing critical work
2. None of the 2-4 citizens who have attended have proffered up any legislative ideas
3. Proposed legislation is brought in already written up, and poorly done so at best

The only value of your meetings is to get a heads up on what you may be pulling next. Such as Councilmember Morgan stating with excitement on Oct 25th that the New Year is coming up which means new Council Rules. So I can only imagine that Derdowski and Bryant have been working hard on these new Rules. So get ready, new Rules will most likely get rammed through on January 5th, 2017 without a First Reading.

RECEIVED
CLERK OFFICE

NOV 03 2016

BY:

Comments By Robbin Taylor 11-3-16

Rec'd 11/3/16 B&M 2nd public comment period

When Stormwater Plan comes back with amendments then there should be new pub hearing

What is the cost of an RFQ? Good for citizens to know the cost.

- ~~Council Weber~~ - Re: RH2 - ~~sounds like~~ Weber wants Mayor to do rolling contracts - yet the Council Majority will end up voting in Contracting procedures and Policies that prohibit rolling contracts.

- What we have seen tonight is a Council majority that is completely unable to be responsive to a situation Erika Morgan already said on ~~the~~ Oct 25th was an emergency. If this is how you respond to emergencies - then God help us.

- When Councilmembers Deady & Edelman ask you questions and you do not respond you are not only disrespecting them, you are also disrespecting ~~us~~. the citizens. We, the citizens have a right to hear your answers, and you as elected representatives have an obligation to give answers to your ~~the~~ citizens.

Monday 11-7
bout Ops

None of the Council majority ever ~~talks~~ ~~about~~ gives a report on work they are doing for the City. Rather you usually only talk about your own powers.

Get over yourselves. You are not here for your "power" - you are here to work for the citizens - get to work!

BLACK DIAMOND CITY COUNCIL
WORK SESSION MINUTES
November 10, 2016
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the regular work session meeting to order at 6:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Morgan, Edelman, Weber and Pepper.

ABSENT: None

Staff present: Jana King, Deputy Finance Director; Kevin Esping, Facilities Equipment Coordinator, and Brenda L. Martinez, City Clerk.

WORK SESSION:

Mayor Benson announced the items on tonight's agenda are the 2017 preliminary budget, property tax ordinances and the Black Diamond Community Center budget request of $10,000. She read from Ms. Miller's letter regarding the changes that were made since Council last saw the 2017 preliminary budget document.

Points of Discussion for 2017 preliminary budget:

- Where funding for the Black Diamond Community Center request of $10,000 would come from – ending fund balance
- How to go about getting an Arts Commission – next year discussion
- Organizational Chart
- City debt being only the water debt
- Changes to page 19 – need to show four school districts
- Adding a line item for the Community Center funding
- Social Services
- Court interest
- Passport fees
- Funding Agreement revenue
- Discussion of how revenue projections are calculated – based on trend, per capita, and department requests
- How many building permits issued this year
- Water utility tax from Covington Water District
- Legislative budget
- IT increase due to having them onsite 2 days per week

DRAFT

- Spring permits being 100 % developer funded
- Pass-through sewer rate increase – Metro
- Rate study presentation
- Page 54 of document – what is miscellaneous revenue – believes it is connection charges
- Reserves of operating funds – Capital funds on pages 61, 62, and 63
- Page 55 item 4 – why is budget change 650% - believes this is due to growth
- Page 63 item 5 – what is this – it is for internal projects. Also noted the budget only includes the 2017 projects from the Capital Improvement Plan
- 10% goal of expenditures
- Page 67 – suggestion to add a note saying when the last rate study was done. Another suggestion was to add it to the water and sewer pages
- Utility operating policies – what is the standard for self-sufficiency. Every year we look at where we were and where we are at and that decides when the utility studies need to be done
- Utility funds vs. general fund
- Operating period being Jan 1 – Dec 31

Property Tax Ordinances

Mayor Benson discussed the two property tax ordinance and noted one ordinance is setting the property tax value and the other is setting the property tax dollar amount that is required by the state to adopt. She further noted the ordinances needing to be adopted by November 30th and the importance of the November 17th meeting as the continued public hearing and Council action of the two ordinances is on that meeting agenda.

Council discussion began on the November 17th meeting and attendance at that meeting.

ADJOURNMENT:

A **motion** was made by Councilmember Deady and **seconded** by Councilmember Edelman to adjourn the meeting.

Councilmember Weber asked if there was going to be any more discussion on the two property tax ordinances. Discussion continued and Councilmember Weber called for the question.

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

Meeting ended at 7:32 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
November 17, 2016
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

PRESENT: Councilmembers Deady and Edelman. **(No quorum present)**

ABSENT: Councilmembers Morgan, Weber and Pepper.

Staff present: Brian Lynch, Police Sergeant; Kevin Esping, Facilities Equipment Coordinator; Andy Williamson, MDRT/Ec Dev/Interim Community Development Director, May Miller, Finance Director, and Brenda L. Martinez, City Clerk.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Mayor Benson discussed the absences of Councilmembers Morgan, Weber and Pepper. She noted having excuses for Councilmembers Morgan and Weber. She then discussed Councilmember Pepper's reason as noted at the November 10 Work Session and stated she is not excused.

She announced Black Diamond will be receiving $27, 500 from King County; $5,000 to Parks and Recreation, $5,000 to the Black Diamond Community Center, $2,500 to the Black Diamond Historical Society, and $15,000 to the Ginder Creek Trail. She also reported the City has a problem with a fire engine and it needs to be replaced. This engine was scheduled to be replaced in 2018, however since there is an issue the City will need to replace it sooner than expected and find the additional funding for this expenditure.

Councilmember Edelman thanked everyone for coming to the meeting. She discussed Councilmember attendance, her attendance at meetings and doing her job. She then discussed the business on the agenda that will not be addressed as no action can be taken at tonight's meeting.

Councilmember Deady noted agreeing with Councilmember Edelman's comments. She discussed an email she sent to Councilmember Pepper begging her to come to the meeting tonight for the public hearing portion only as it is for the residents and noted not receiving any response.

Mayor Benson also reported that the unfinished business on the agenda was put there by those majority Councilmembers not in attendance.

DRAFT

PUBLIC COMMENTS:

Bob Edelman, Black Diamond commented.

Mitch Neary, Black Diamond commented.

Robbin Taylor, Black Diamond commented.

Brock Deady, Black Diamond commented.

Judy Goodwin, Black Diamond commented.

Leslie Cooley, Black Diamond commented.

Judy Carrier, Auburn commented.

Mayor Benson discussed an email sent to Councilmember Pepper regarding the meeting schedule and Councilmember Pepper's response back.

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to adjourn to a time and place certain in accordance with RCW 42.30.090 to 7:00 p.m. Tuesday, November 29, 2016 at Council Chambers. This will be a continuation of tonight's regular Council meeting. She also stated what that means is this will be the agenda that will be used for that meeting. Councilmembers in attendance agreed.

Mayor Benson adjourned the meeting and noted it will be continued to November 29, 2016 at 7:00 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

DRAFT

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT: **Ordinance regarding CCD Black Diamond Partners LLC and Ten Trails Residential Owners Associate a Non- Exclusive Franchise to use and occupy certain public right of ways**	**Agenda Date: December 15, 2016**	**AB16-063A**
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Andy Williamson	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	**X**
Cost Impact - N/A	Police – Chief Kiblinger	
Fund Source:	Public Works – Seth Boettcher	
Timeline: Immediately	Court – Stephanie Metcalf	

Agenda Placement: ☒ Mayor ☒ Two Councilmembers ☐ Committee Chair ☐ City Administrator

Attachments: Ordinance 16-xxx

SUMMARY STATEMENT:

Councilmembers Deady and Edelman have placed this item on the agenda.

Granting CCD Black Diamond and the Ten Trails Residential Owners Association, Non-Exclusive franchise to use and occupy certain public rights-of-way for the purpose of construction, maintaining, and operating private drainage systems, including rain gardens and systems; irrigation systems, including reclaimed water distribution; landscaping lighting; private sanitary sewer systems; and appurtenances.

CCD Black Diamond and the Ten Trails Residential Owners Association meets the qualifications to operate within the City Right-of-Way per the Development Agreement, chapter 7.1.7

CCD Black Diamond and the Ten Trails Residential Owners Association will be required to obtain any and all regulatory permit required by the City prior to beginning work in the City's Right-of-Way. Following any work within the Right-of-Way, CCD Black Diamond and the Ten Trails Residential Owners Association will be required to restore the area of construction to the reasonable satisfaction of the City.

FISCAL NOTE: No Fiscal impact

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Ordinance No. 16-xxx (Clerk to assign number after adoption), authorizing the Mayor to execute an agreement with CCD Black Diamond Partners LLC and Ten Trails Residential Owners Associate a Non- Exclusive Franchise to use and occupy certain public right of ways.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
November 03, 2016	Postponed to November 17th meeting.	5-0 Referred to committee 3-2
November 17, 2016	No quorum – Meeting continued to Nov 29	

November 29, 2016	Motion to table – 3-2 (Edelman, Deady)
December 15, 2016	

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BLACK DIAMOND, WASHINGTON, GRANTING TO CCD BLACK DIAMOND PARTNERS LLC A NON-EXCLUSIVE FRANCHISE TO USE AND OCCUPY CERTAIN PUBLIC RIGHTS-OF-WAY FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, AND OPERATING PRIVATE STORM DRAINAGE SYSTEMS, INCLUDING RAIN GARDENS AND BIO RETENTION SYSTEMS; IRRIGATION SYSTEMS, INCLUDING RECLAIMED WATER DISTRIBUTION; LANDSCAPE LIGHTING; PRIVATE SANITARY SEWER SYSTEMS; AND APPURTENANCES.

WHEREAS, RCW 35A.47.040 authorizes code cities to issue non-exclusive franchises for use of public street and rights-of-way, and

WHEREAS, the City has determined that the improvements contemplated and regulated by this ordinance are appropriate and in the best interests of current and future residents of the City; and

WHEREAS, this ordinance has been introduced more than five (5) days prior to its passage by the City Council, and

WHEREAS, this ordinance has been submitted to the City Attorney and has received at least a majority vote of the entire City Council at a regular meeting, now, therefore

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

Section 1. Rights Granted. The right is hereby granted to CCD BLACK DIAMOND PARTNERS LLC and TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION, its heirs, successors, legal representatives and assigns (collectively hereinafter referred to as the "Grantee") to lay, construct, extend, maintain, repair, renew, operate, and replace private storm drainage systems, including rain gardens and bio retention systems, irrigation systems, including reclaimed water distribution, landscape lighting, private sanitary sewer systems, and appurtenances in, on, under, over, though, along and/or across the public right-of-ways within The Villages Master Planned Development as legally described in Exhibit B to The Villages Master Planned Development Development Agreement dated December 12, 2011 recorded under King County recording no. 2012013000065 as amended (the "Development Agreement") located in the City of Black Diamond (hereinafter referred to as the "City") for the term of ten (10)-years from and after the effective date of this ordinance, except as hereinafter provided. At the end of the ten (10)-year period this franchise shall automatically renew on the anniversary date each year thereafter unless one party gives the other party written notice of intent to terminate the franchise at least six (6) months in advance of the anniversary date. The City of Black Diamond agrees to not unreasonably

withhold such franchise renewal provided the purpose of the franchise has not substantially changed. In the event that this franchise continues beyond the existence of the Master Development Review Team ("MDRT") as defined in the Development Agreement, the City Public Works Director shall succeed the MDRT with regard to all rights and obligations conferred by this franchise.

Section 2. City's Reservation of Rights. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances, and permit requirements regulating the performance of the conditions of this franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the location, elevation, manner of construction and maintenance of any facilities of the Grantee, and the Grantee shall promptly conform with all such regulations, and permit requirements, unless compliance would cause the Grantee to violate other requirements of law.

Section 3. Franchise Fee. In consideration of the fact that i) the Development Agreement requires the recharge of groundwater with stormwater infiltrated using low impact development techniques and infiltration facilities, ii) the City requires adaptive management of detention and discharge rates and maintenance of hydrology for Black Diamond Lake and wetlands on the site through recharge, and iii) that the only feasible route to achieve these standards and conditions is by crossing and within the City right of way, the City will not impose a franchise fee. Further, in consideration for Grantee providing and paying for the cost of irrigation systems, reclaimed water systems, and water necessary for irrigation of landscape improvements on City-owned property, at no charge to the City, the City will not impose a franchise fee. In addition, in consideration of landscape lighting being provided where appropriate to enhance the character of the community while providing a higher level of security for all citizens of the community who may use the parks and trails at night and that the cost to operate the lights will be at no cost to the City, the City will not impose a franchise fee. Finally, in consideration of the fact that private side sewers are required by the City to be placed in City right of way because it is the most protected and practical route, the City will not impose a franchise fee.

Section 4. Approval of Plans. Prior to construction of any of the facilities in the area described in Section 1 herein, the Grantee shall submit to the City's MDRT , in triplicate, plans drawn to an accurate scale, showing the exact location, character, position, depth and height of the work to be done. The plans shall accurately depict the relative position and location of all lines, facilities and appurtenances to be constructed, hung, laid, re-laid, installed, replaced, repaired, connected or disconnected, in the existing street or public right-of-way. All streets and public right-of-way denoted thereon shall be designated by their name and number and any local improvements therein such as roadway pavement, shoulders, sidewalks, curbs, gutters, ditches, driveways, parking strips, telephone or electric distribution poles, conduits, storm, gas or water pipes as may exist on the ground or area above sought to be occupied shall be outlined.

In the construction proposed by the Grantee, all materials and equipment shall be of the first class type and kind. The exact class and type to be used shall be shown on the plans, as will the equipment to be used and the mode of safeguarding and facilitating the public traffic during

construction. The manner of excavation, construction installation, backfill and temporary structures (such as traffic turnouts, road obstructions, etc.) shall meet with the approval of, pass all requirements of, and be constructed under the supervision of the MDRT. Prior to approval of any work under this franchise, the MDRT may require such modifications or changes, deemed necessary to properly protect the public in the use of the public places, and may fix the time or times within and during which such work shall be done. The Grantee shall submit a Right-of-Way Use Permit and/or Utility Permit as required by the MDRT prior to work within the City's right-of-way.

Section 5. Requirement for Work in Public Rights-of-Way. Whenever the Grantee shall excavate in any public right-of-way for the purpose of installation, construction, repair, maintenance or relocation of its facilities, it shall apply to the City for a permit to do so and, in addition, shall give the City at least ten (10) working days' notice of intent to commence work on main lines in the right-of-way, unless such notice is waived by the MDRT. In no case shall any work commence within any public right-of-way without a permit, except as otherwise provided in this franchise ordinance.

During any period of relocation, installation, construction or maintenance, all surface structures, if any, shall be erected and used in such places and positions within said public right-of- ways and other public properties so as to interfere as little as possible with the free passage of traffic and the free use of adjoining property, and the Grantee shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems.

If the Grantee shall at any time plan to make excavations in any area covered by this franchise and as described in this Section, the Grantee shall afford the City, upon receipt of a written request to do so, an opportunity to share such excavation, PROVIDED THAT:

A. Installation of any lines is compatible with all federal, state and local regulations and Grantee's construction standards;

B. Such joint use shall not unreasonably delay the Grantee's work;

C. Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties;

D. The Grantee may deny such request for safety reasons.

Section 6. Protection of the Public Health, Safety and Property. Whenever an accident, faulty operation, excavation, fill or other condition associated with the construction, installation, maintenance or repair of the facilities authorized under this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endanger the public, and adjoining public place or street utilities or City

property, the MDRT may direct the Grantee, at its own expense, to take actions to protect the public, adjacent public places, City property and street utilities, and may require compliance within a prescribed time.

In the event that the Grantee fails or refuses to take the actions directed promptly, or fails to fully comply with such directions given by the MDRT, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions necessary to protect the public, the adjacent streets, or streets, or street utilities, or to maintain the lateral support thereof, including placing of temporary shoring, backfilling, alteration of drainage patterns and any other actions reasonable necessary to decrease the possibility of earth movement, or actions regarded as necessary safety precautions; and the Grantee shall be liable to the City for the costs thereof.

Section 7. Records. Grantee shall at all times keep complete records showing the relative location and size of all facilities heretofore installed in public right-of-ways within the City. Such records shall be kept current by the Grantee, who shall provide as-builts to the City when this franchise is granted, and if the City permits additional installations, then immediately after construction is complete.

Upon the City's request for information on the location of Grantee's facilities prior to the designing of rights-of-way improvements or other City improvements, the Grantee shall respond with the information on both the horizontal and vertical depth location of the Grantee's facilities no later than two (2) business days after the receipt of the request, unless otherwise agreed by the parties in writing. The City, as excavator, shall have the right to receive compensation from the Grantee for all costs incurred if the Grantee does not accurately locate its facilities as required by this section and in accordance with RCW 19.122.030. Such compensation shall be paid by the Grantee to the City within thirty (30) days after receipt of an invoice

Section 8. Recovery of Costs. During the term of the Development Agreement, Grantee shall be responsible for all costs associated with activities undertaken through the authority granted in this franchise ordinance in accordance with the terms of the MPD Funding Agreement, Exhibit N to the Development Agreement. Thereafter, the Grantee shall be responsible for all permit fees associated with activities undertaken through the authority granted in this franchise ordinance or under the laws of the City. When the City incurs costs and expenses for review, inspection or supervision of activities undertaken through the authority granted in this franchise or any ordinances relating to the subject for which a fee is not established, the Grantee shall pay such costs and expenses directly to the City.

Section 9. Restoration. The Grantee shall, after installation, construction, relocation, maintenance or repair of its facilities within the franchise area, restore the surface of the right-of-way to at least the same condition the property was in immediately prior to any such installation, construction, relocation, maintenance or repair. The MDRT shall have final approval of the condition of such streets after restoration or repair. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state and local

standards and specifications. The Grantee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the affected area at its sole cost and expense.

Section 10. Indemnification. The Grantee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, officials, employees, agents, volunteers, and representatives from any and all claims, injuries, damages, costs, judgments, awards or liability to any person, including claims by the Grantee's own employees to which the Grantee might otherwise be immune under Title 51 RCW, arising out of or related to any activities or operations performed by Grantee or on Grantee's behalf under or in connection with this franchise, except for injuries or damages to persons or property caused by the sole negligence of the City.

The Grantee further releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, officials, employees, agents, volunteers, and representatives from any and all claims, injuries, damages, costs, judgments, awards or liability to any person including claims by the Grantee's own employees, including those claims to which the Grantee might otherwise be immune under Title 51 RCW, arising against the City (1) solely by virtue of the City's ownership or control of the rights-of-way; (2) by virtue of the Grantee's exercise of the rights granted herein; or (3) by virtue of the City's permitting the Grantee's use of the City's rights-of-way; which claims are based upon the City's inspection or lack of inspection of work performed by the Grantee, its employees, agents, officers or representatives, in connection with the work authorized on the City's property or property over which the City has control, pursuant to this franchise or pursuant to any other permit or approval issued in connection with this franchise.

This covenant of indemnification shall include, but not be limited by this reference, claims against the City arising as a result of negligent acts or omissions of the Grantee, its employees, officers, representatives or agents in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction or work in any public right-of- way in the performance of the work or services permitted under this franchise.

Inspection or acceptance by the City of any work performed by the Grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that the Grantee refuses the tender of defense in any suit or claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) to have been a wrongful refusal on the part of the Grantee, then the Grantee shall pay all of the City's costs of defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fee for recovering under this indemnification clause.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the City, its officers,

employees and agents, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein covers claims by the Grantee's own employees from which the Grantee might otherwise be immune under Title 51 RCW, and this waiver has been mutually negotiated by the parties.

Section 11. Bond. Except for a street-restoration bond applicable to future repair and maintenance projects undertaken by the developer, the City will not require the Grantee to post bond for the faithful performance of the terms and conditions of this franchise.

Section 12. Relocation. Grantee agrees and covenants at its sole cost and expense, to protect, support, temporarily disconnect, or relocate any of its installations within City right-of-ways when so required by the City by reason of traffic conditions or public safety, dedications of new rights-of-way and the establishment and improvement thereof, widening and improvement of existing rights-of-way, street vacations, change or establishment of street grade, or the construction of any public improvement or structure by any governmental agency acting in a governmental capacity (any or all of which, individually or collectively, constitute a "Public Project").

Any condition or requirement (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals for permit for zoning, land use, construction or development) imposed by the City upon any third party or agreed upon between the City and any third party that reasonably necessitates the relocation of Grantee's facilities within the franchise area shall be deemed to be at the request of and to accommodate such third party.

If the City determines that a Public Project necessitates the relocation of Grantee's then existing facilities, the City shall:

A. At least sixty (60) days prior to the notice to proceed with the Public Project, provide Grantee with written notice requiring such relocation; and

B. Provide Grantee with copies of pertinent portions of the plans and specifications for the Public Project and a proposed location for Grantee's facilities so that Grantee may relocate its facilities in other City right-of-way in order to accommodate the Public Project.

C. After receipt of the notice to relocate and the plans and specifications for the Public Project, Grantee shall complete relocation of its facilities at least ten (10) days prior to commencement of the City's Public Project at no charge or expense to the City. Relocation shall be accomplished in such a manner as to accommodate the Public Project.

Grantee may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise Grantee in writing if one or more of the alternatives are suitable to accommodate the work which would otherwise necessitate relocation of the facilities. If so requested by the City, Grantee shall submit additional information to assist the City in making such evaluation. The City shall

give each alternative proposed by Grantee full and fair consideration. In the event the City ultimately determines that there is no other reasonable or feasible alternative, Grantee shall relocate its facilities as otherwise provided in this Section. The provisions of this Section shall survive the expiration or termination of this franchise agreement.

The provisions of this Section shall in no manner preclude or restrict Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City-owned, operated or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

Section 13. Non-Exclusive Franchise Grant. This franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below or across any of said streets, avenues, alleys or public rights-of- way of every type and description. Such franchise shall in no way prevent or prohibit the City from using any of said roads, streets or public rights-of-way, or affect the City's jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new rights-of-way of every type and description.

Section 14. Forfeiture and Revocation. If Grantee willfully violates or fails to comply with any of the provisions of this franchise, or through willful misconduct or gross negligence fails to heed or comply with any notice given the Grantee by the City under the provisions of this franchise, then the Grantee shall, at the election of the City Council, forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the Council after a hearing held upon at least thirty (30) days notice to the Grantee. Prior to or at the hearing, the Grantee may request a reasonable time within which to remedy the default.

The City may elect, in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling the Grantee to comply with the provisions of this ordinance, and to recover damages and costs incurred by the City by reason of the Grantee's failure to comply.

In addition to any other remedy provided herein, the City reserves the right to pursue any legal remedy to compel or force the Grantee to comply with the terms of this franchise, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein.

Section 15. Insurance. Grantee shall procure and maintain for the duration of this franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to the Grantee, its officials, employees and representatives. Grantee shall provide a copy of its insurance policy(ies) to the City for its inspection prior to the adoption of this franchise ordinance.

Grantee shall obtain and maintain insurance of at least the following types of coverage and minimum coverage limits:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01, and shall have a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from operations, products-completed operations, and stop-gap liability, and shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate, and a $2,000,000 products- completed operations aggregate limit. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage.

Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductible or self-insured retentions shall be the sole responsibility or the Grantee. If the Grantee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this franchise or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Grantee.

The insurance policy obtained by Grantee shall name the City, its officers, officials, employees, and volunteers as additional insureds with regard to activities performed by or on behalf of the Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, or volunteers. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Grantee's insurance shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance, self-insurance, or self-insured pool coverage maintained by the City, its officers, officials, employees, and volunteers shall be in excess of Grantee's insurance and shall not contribute with it. The insurance policy or policies required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, or reduced in coverage or in limits, except after thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City. Any failure to comply with the reporting provisions of the policies required herein shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. Before beginning any work under this Agreement, Grantee shall provide evidence, in the form of an original Certificate of Insurance, and a copy of the amendatory endorsements, including the additional insured endorsement, of the insurance requirements specified above. Grantee's failure to maintain the insurance as required shall constitute a material breach of the franchise, upon which the City may, after giving five business days' notice to Grantee to correct the breach, immediately terminate the franchise or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

Grantee's maintenance of insurance as required by this franchise does not limit the liability of the Grantee to the coverage provided by such insurance, nor does it otherwise limit the City's recourse to any remedy available at law or in equity.

Section 16. Assignment. This agreement may not be assigned or transferred without the prior, written approval of the City. The Grantee shall provide prompt, written notice to the City of any such proposed assignment. All of the provisions, conditions, regulations and requirements contained in this franchise ordinance shall be binding upon the successors and assigns of the Grantee, and all privileges of the Grantee shall inure to the successors and assigns as if they were mentioned herein.

Section 17. Abandonment of Facilities. Any plan for abandonment of any of Grantee's facilities installed under this franchise or any of its predecessors must be submitted to the City for its written consent. The MDRT shall review the plan for abandonment prior to commencement of any work, and all necessary permits must be obtained prior to such work. The provisions of this Section shall survive the expiration, revocation or termination of this franchise ordinance.

Section 18. Modification. The City and Grantee hereby reserve the right to alter, amend or modify the terms and conditions of this franchise upon written agreement of both parties to such alteration, amendment or modification.

Section 19. Integration. The written provisions and terms of this franchise ordinance shall supersede all prior verbal statements of either party, and any prior franchise ordinance between the parties. Such statements or prior franchise ordinances shall not be effective or be construed as entering into, forming a part of, or altering in any manner whatsoever, this Agreement.

Section 20. Street Vacations. This section will only become operative in those instances where the street vacation is subject to the City's street vacation ordinance, and not in those situations where the street has been vacated by the lapse of time and operations of law. The City may have occasion to vacate certain streets, public ways or areas that have Grantee's facilities located thereon. City agrees to exert reasonable good faith efforts to reserve an easement for Grantee's facilities when a street, public way or area is vacated. If it is not feasible for City to reserve an easement for Grantee's facilities, the proponents of the vacation shall be required (by

City) as part of land use or other permitting approvals, to reimburse Grantee all costs to relocated said facilities, as allowed by law.

Section 21. Notice. Any notice or information required or permitted to be given to the parties under this franchise agreement may be sent to the following addresses unless otherwise specified:

City of Black Diamond
PO Box 599
Black Diamond, WA 98010
Attn: MDRT

Grantee c/o Oakpointe LLC
10220 NE Points Drive, Suite 310
Kirkland, WA 98033
Attn: Brian Ross

Section 22. Binding Effect. All of the provisions, conditions, regulations and requirements contained in this franchise ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the Grantee and all privileges, as well as all obligations and liabilities of the Grantee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever the Grantee is mentioned herein.

Section 23. Compliance with Law. The Grantee, is subcontractors, employees and any person acting on behalf of the Grantee shall keep him/herself fully informed of all federal and state laws and regulations, and all municipal ordinances and regulations which in any manner affect the work or performance of the work authorized under this franchise ordinance, whether or not such laws, ordinances, or regulations are mentioned herein, and shall indemnify the City, its officers, agents, employees, volunteers, or representatives against any claim or liability arising from or based upon the violation of any such laws and regulations.

Section 24. Survival. All of the provisions, conditions, and requirements of Sections 6, 7, 9, 10, 17, and 22 shall survive the City's franchise to the Grantee for the use of the areas mentioned in Section 1 herein, and any renewals or extensions thereof.

Section 25. Severability. If any section, sentence, clause or phrase of this franchise ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this franchise ordinance. In the event that any of the provisions of this franchise are held to be invalid by a court of competent jurisdiction, the parties reserve the right to renegotiate the grant of franchise and may amend, repeal, add, replace or modify any other provision of this franchise, or may terminate this franchise.

Section 26. Acceptance. This franchise is granted upon the express condition that Grantee, within thirty (30) days after the adoption of this ordinance, shall file with the Clerk of the City a written acceptance of the same together with the other documentation required in this franchise, and when so accepted by the Grantee shall constitute a contract between the City and Grantee for all of the uses, services and purposes herein set forth.

Section 27. Emergency Work – Permit Waiver. In the event of any emergency in which any of Grantee's facilities located in or under any right-of-way breaks, becomes damaged, or if Grantee's construction area is otherwise in such a condition as to immediately endanger the property, life, health or safety of any individual, Grantee shall immediately take the proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health or safety of individuals without first applying for and obtaining a permit as required by this franchise. However, this shall not relieve Grantee from the requirement of obtaining any permits necessary for this purpose, and Grantee shall apply for all such permits not later than the next succeeding day during which the Black Diamond City Hall is open for business.

Section 28. Effective Date. This Ordinance shall take effect on the date of its first publication in the City's official newspaper, or on the date the Grantee submits the written acceptance required by Section 26 above, whichever occurs later.

PASSED BY THE COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AND APPROVED BY ITS MAYOR AT A REGULAR MEETING OF SAID COUNCIL HELD ON THIS ___ DAY OF _____, 2016.

APPROVED:

_____

ATTEST/AUTHENTICATED:

_____
CITY CLERK,

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY_____

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO._____

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:
Ordinance Regarding Astound Broadband, LLC, d/b/a "Wave" granting A Non-Exclusive Telecommunications Franchise to install, construct, maintain, repair, and operate a telecommunications system within the public rights of way

Cost Impact - N/A

Fund Source: --

Timeline: 10 year agreement

Agenda Date: December 15, 2016 **AB16-064A**

Mayor Carol Benson	
City Administrator	
City Attorney David Linehan	
City Clerk – Brenda L. Martinez	
Com Dev/Nat Res – Andy Williamson	
Finance – May Miller	
MDRT/Ec Dev – Andy Williamson	**X**
Police – Chief Kiblinger	
Public Works – Seth Boettcher	
Court – Stephanie Metcalf	

Agenda Placement: ☒ Mayor ☒ Two Councilmembers ☐ Committee Chair ☐ City Administrator

Attachments: Ordinance 16- xxx; Overview

SUMMARY STATEMENT:

There was Council action at the November 3rd meeting to postpone this item to the November 17th meeting which was continued to November 29th. At the Nov 29th meeting action was to table.

Granting, Astound Broadband, LLC, d/b/a "Wave" a Non-Exclusive Telecommunications Franchise to install, construct, maintain, repair, and operate a telecommunications system within the public rights of way.

Astound Broadband meets the qualifications to operate within the City Right-of-Way as a wireless telephone business and a telecommunications company meeting RCW 80.

Astound Broadband will be required to obtain any and all regulatory permit required by the City prior to beginning work in the City's Right-of-Way. Following any work within the Right-of-Way, Astound Broadband will be required to restore the area of construction to the reasonable satisfaction of the City.

FISCAL NOTE: No Fiscal Impact

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Ordinance No. xxx authorizing the Mayor to execute an agreement with Astound Broadband, LLC, d/b/a "Wave", granting a Non- Exclusive Franchise to use and occupy certain public right of ways.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
November 3, 2016	Motion to postpone to Nov 17 mtg.	Passed 5-0 Referred to committee 3-2
November 17, 2016	No quorum – meeting continued to Nov 29	
November 29, 2016	Motion to table. 3-2	

December 15, 2016	

CITY OF BLACK DIAMOND, WASHINGTON

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY OF BLACK DIAMOND, WASHINGTON, GRANTING TO ASTOUND BROADBAND, LLC, A LIMITED LIABILITY COMPANY, A NONEXCLUSIVE TELECOMMUNICATIONS FRANCHISE TO INSTALL, CONSTRUCT, MAINTAIN, REPAIR, AND OPERATE A TELECOMMUNICATIONS SYSTEM WITHIN THE PUBLIC RIGHTS OF WAY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Astound Broadband, LLC, a Washington limited liability company d/b/a Wave (hereinafter "Franchisee") has made application to the City to construct, install, maintain, repair and operate a fiber optic-based telecommunications system with the public rights-of-way of the City; and

WHEREAS, Franchisee represents that it has the legal, technical and financial qualifications to operate in the rights-of-way of the City as a wireline telephone business and a telecommunications company within the meaning of Title 80 RCW; and

WHEREAS, based on representations and information provided by Franchisee, and in response to its request for the grant of a franchise, the City Council has determined that the grant of a nonexclusive franchise, on the terms and conditions herein and subject to applicable law, are consistent with the public interest; and

WHEREAS, the City is authorized by applicable law to grant such a nonexclusive franchises within the boundaries of the City;

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

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EXHIBITS:

A. Form of Acceptance of Franchise
B. Form of Transfer Agreement
C. Description of Franchise Area
D. Insurance Requirements
E. Financial Security
F. Contractor/Subcontractor Insurance Requirements

ARTICLE 1. DEFINITIONS.

For the purposes of this Franchise and the Exhibits attached hereto, the following terms, phrases, words and their derivations where capitalized shall have the meanings given herein. Words not defined herein shall have the meaning given pursuant to such federal statutes, rules, or regulations that apply to and regulate the services provided by the

Franchisee. Words not otherwise defined, shall be given their common and ordinary meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law, regulation or rule referred to herein be renumbered, then the reference shall be read to refer to the renumbered provision.

"Affiliate" when used in connection with Franchisee means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with Franchisee.

"City" shall mean the City of Black Diamond, a municipal corporation organized as a non-charter code city, operating under the laws of the state of Washington.

"Construct" shall mean to construct, reconstruct, install, reinstall, align, realign, locate, relocate, adjust, affix, attach, remove, or support.

"Default" shall mean any failure of a Party to keep, observe, or perform any of its duties or obligations under this Franchise.

"Design Document(s)" shall mean the plans and specifications for the Construction of the Facilities meeting the minimum applicable general plan submittal requirements for engineering services plan review as set forth in the City's Engineering Design and Construction Standards manual, illustrating and describing the refinement of the design of the Telecommunications System Facilities to be Constructed, establishing the scope, relationship, forms, size and appearance of the Facilities by means of plans, sections and elevations, typical construction details, location, alignment, materials, and equipment layouts. The Design Documents shall include specifications that identify utilities, major material and systems, Public Right-of-Way improvements, restoration and repair, and establish in general their quality levels.

"Direct Costs" shall mean and include all costs and expenses incurred by the City and directly related to a particular activity or activities, including by way of example:

i. All costs and expenses of materials, equipment, supplies, utilities, consumables, goods and other items used or incorporated in connection with and in furtherance of such activity or activities and any taxes, insurance, and interest expenses related thereto, including costs for crews and equipment;

ii. All costs and expenses of labor inclusive of payroll benefits, non-productive time and overhead for each of the labor classifications of the employees performing work for the activity and determined in accordance with the City's ordinary governmental accounting procedures; and,

iii. All costs and expenses to the City for any work by consultants or contractors to the extent performing work for a particular activity or activities, including by way of example and not limitation, engineering and legal services.

"Dispute" shall mean a question or controversy that arises between the Parties concerning the observance, performance, interpretation or implementation of any of the terms, provisions, or conditions contained in this Franchise or the rights or obligations of either Party under this Franchise.

"Effective Date" shall mean and refer to that term as it is defined at Section 4.3 herein.

"Emergency" shall mean and refer to a sudden condition or set of circumstances that, (a) significantly disrupts or interrupts the operation of Facilities in the Public Rights-of-Way and Franchisee's ability to continue to provide services if immediate action is not taken, or (b) presents an imminent threat of harm to persons or property if immediate action is not taken.

"Environmental Law(s)" means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law.

"Facility" or "Facilities" means any part or all of the facilities, equipment and appurtenances of Franchisee whether underground or overhead and located within the Public Rights-of-Way as part of the Franchisee's Telecommunications System, including but not limited to, conduit, case, pipe, line, fiber, cabling, equipment, equipment cabinets and shelters, vaults, generators, conductors, poles, carriers, drains, vents, guy wires, encasements, sleeves, valves, wires, supports, foundations, anchors, transmitters, receivers, antennas, and signage.

"Franchise" shall mean the grant, once accepted, giving general permission to the Franchisee to enter into and upon the Public Rights-of-Way to use and occupy the same for the purposes authorized herein, all pursuant and subject to the terms and conditions as set forth herein.

"Franchisee" shall mean Astound Broadband, LLC d/b/a Wave and any of its Affiliates.

"Franchise Area" shall mean collectively or individually the Public Rights-of-Way located within the area described in Exhibit "C".

"Franchise Ordinance" shall mean the Ordinance authorizing the Franchise.

"Hazardous Substance" means those substances which have been recognized as dangerous or potentially dangerous to health, welfare, or to the environment by any federal, municipal, state, City, or other governmental or quasi-governmental authority, and/or any department or agency thereof; those substances which use, or have as its component thereof or therein, asbestos or lead-based paint; and petroleum oil and any of its fractions; and as such has been defined, listed or regulated under any Environmental Law.

"Law(s)" shall mean all present and future applicable laws, ordinances, rules, regulations, resolutions, environmental standards, orders, decrees and requirements of all federal, state, and local governments, the departments, bureaus or commissions thereof, or other governmental authorities, including the City acting in its governmental capacity. References to Laws shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances and regulations now in force or hereinafter enacted or amended.

"Noticed Party" shall mean the Party in receipt of notice that it is in Default.

"Person" means and includes any individual, corporation, partnership, association, joint-stock-company, limited liability company, political subdivision, public corporation, taxing districts, trust, or any other legal entity, but not the City or any Person under contract with the City to perform work in the Public Rights-of-Way.

"Party(ies)" shall mean either the City or the Franchisee or both.

"Private telecommunications system" means a telecommunications system controlled by a person or entity for the sole and exclusive use of such person, entity, or affiliate thereof, including the provision of private shared telecommunications services by such person or entity. "Private telecommunications system" does not include a system offered for hire, sale, or resale to the general public.

"Public Rights-of-Way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, any easement now or hereafter held by the City within the corporate boundaries of the City as now or hereafter constituted for the purpose of public travel, and over which the City has authority to grant permits, licenses or franchises for use thereof, or has regulatory authority thereover, excluding railroad rights-of-way, airports, harbor areas, buildings, parks, poles, conduits, and excluding such similar facilities or property owned, maintained or leased by the City in its proprietary capacity or as an operator of a utility.

"Public Works Director" means and refers to the Public Works Director for the City or his or her designee or such officer or person who has been assigned the duties of public works director or his or her designee.

"Regulatory Permit" means a permit issued under the regulatory authority of the City that provides specific requirements and conditions for Work to Construct Facilities within the Public Rights-of-Way and includes by way of example and not limitation, a construction permit, building permit, street excavation permit, barricade permit, and clearing and grading permit.

"Remedy", "Remediate" and "Remedial Action" shall have the same meaning as these are given under the Model Toxics Control Act (Chapter 70.105D RCW) and its implementing regulations at Chapter 173-340 WAC.

"Service" shall mean the service or services authorized to be provided by the Franchisee under the terms and conditions of this Franchise.

"Telecommunications Service" means the electronic transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals to a point, or between or among points. Telecommunications Service includes such transmission, conveyance, or routing in which computer processing applications are used to act on the form, code, or protocol of the content for purposes of transmission, conveyance, or routing without regard to whether such service is referred to as voice over internet protocol services or is classified by the federal communications commission as enhanced or value added. Telecommunications Service excludes, radio and television audio and video programming services, regardless of the medium, including the furnishing of transmission, conveyance, and routing of such services by the programming service provider. Radio and television audio and video programming services include but are not limited to cable service as defined in 47 U.S.C. Sec. 522(6) and audio and video programming services delivered by commercial mobile radio service providers, as defined in section 20.3, Title 47 C.F.R.

"Transfer" shall mean any transaction in which all or a portion of the Telecommunications System is sold, leased or assigned (except a sale or transfer that results in removal of a particular portion of the Telecommunications System from the Public Rights-of-Way); or the rights and/or obligations held by the Franchisee under the Franchise are transferred, sold, assigned, or leased, in whole or in part, directly or indirectly, to another Person. A transfer of control of an operator shall not constitute a transfer as long as the same person continues to hold the Franchise both before and after the transfer of control.

"Telecommunications System" shall mean collectively the Facilities that together with other facilities, appurtenances and equipment of Franchisee or other Persons are used to provide Telecommunications Services.

"Work" shall mean any and all activities of the Franchisee, or its officers, directors, employees, agents, contractors, subcontractors, volunteers, invitees, or licensees, within the Public Rights-of-Way to Construct the Facilities.

ARTICLE 2. FRANCHISE GRANT.

2.1 Public Right-of-Way Use Authorized. Subject to the terms and conditions of this Franchise, the City hereby grants to Franchisee a nonexclusive Franchise authorizing the Franchisee to Construct, maintain, repair and operate Facilities in, along, among, upon, across, above, over, and under the Public Rights-of-Ways located within the Franchise Area.

2.2 Authorized Services. The grant given herein expressly authorizes Franchisee to use the Public Rights-of-Way to Construct, maintain, repair and operate its Facilities as part of its Telecommunications System to provide Telecommunications Services. This authorization is limited and is not intended nor shall it be construed as granting Franchisee or any other Person the right, duty or privilege to use its Facilities or the Public Rights-of-Way to provide Services not specifically authorized herein. This Franchise shall not be interpreted to prevent the City from lawfully imposing additional conditions, including additional compensation conditions, if authorized by applicable law for use of the Public Rights-of-Way, should Franchisee provide Service other than Service specifically authorized herein. However, this Franchise shall not be read as a concession by the Franchisee that it needs authorization to provide any services not otherwise authorized herein.

2.3 No Rights Shall Pass to Franchisee by Implication. No rights shall pass to the Franchisee by implication. Without limiting the foregoing and by way of example, this Franchise shall not include or be a substitute for:

2.3.1 Any other authorization required for the privilege of transacting and carrying on a business within the City that may be lawfully required by the Laws of the City;

2.3.2 Any Regulatory Permit required by the City for Public Rights-of-Way users in connection with operations on or in Public Rights-of-Way or public property; or

2.3.3 Any licenses, leases, easements or other agreements for occupying any other property or infrastructure of the City or other Persons to which access is not specifically granted by this Franchise including, without limitation, agreements for placing devices on poles, light standards, in conduits, in vaults, in or on pipelines, or in or on other structures or public buildings.

2.3.4 Any permits or other authorizations that may be required under the land use code and development regulations of the City for the construction of Facilities within a particular zoning district in the City, including by way of example and not limitation, a conditional use permit or a variance.

2.4 Interest in the Public Right-of-Way/Release/Indemnity. This Franchise shall not operate or be construed to convey title, equitable or legal, in the Public Rights-of-Way. This Franchise shall be deemed to grant no more than those rights which the City may have the undisputed right and power to give. The grant given herein does not confer rights other than as expressly provided in the grant hereof and is subject to the

limitations in applicable Law. Such right may not be subdivided or subleased to a person other than the Franchisee except as set forth in Section 2.8 below.

CITY DOES NOT WARRANT ITS TITLE OR PROPERTY INTEREST IN OR TO ANY FRANCHISE AREA NOR UNDERTAKE TO DEFEND FRANCHISEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.

Franchisee hereby releases City from any and all liability, cost, loss, damage or expense in connection with any claims that City lacked sufficient legal title or other authority to convey the rights described herein. In case of eviction of Franchisee or Franchisee's contractors by anyone owning or claiming title to, or any interest in the Franchise Area, City shall not be liable to Franchisee or Franchisee's contractors for any costs, losses or damages of any Party.

2.5 Rights Subordinate. Franchisee further acknowledges that Franchisee's rights under this Franchise to Construct Facilities in the Franchise Area, are subject and subordinate to all outstanding rights and encumbrances on the City's Public Rights-of-Way.

2.6 Condition of Franchise Area. Franchisee has inspected or will inspect the Franchise Area described on the attached Exhibit C, and enters upon each such Franchise Area with knowledge of its physical condition and the danger inherent in operations conducted in, on or near any Franchise Area. Franchisee acknowledges that Hazardous Substances or other adverse matters may affect the Franchise Area that were not revealed by Franchisee's inspection.

CITY HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF THE FRANCHISE AREA, INCLUDING THE ENVIRONMENTAL CONDITION OF THE FRANCHISE AREA, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE PUBLIC RIGHT-OF-WAY, OR THE CONFORMITY OF ANY PART OF THE PUBLIC RIGHT-OF-WAY TO ITS INTENDED USES. CITY SHALL NOT BE RESPONSIBLE TO FRANCHISEE OR ANY OF FRANCHISEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PART OF THE PUBLIC RIGHT-OF-WAY PRESENT ON OR CONSTITUTING ANY FRANCHISE AREA, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES, EXCEPT TO THE EXTENT ANY DAMAGES RELATING TO THE CONDITION, QUALITY, OR SAFETY OF ANY PART OF THE PUBLIC RIGHT-OF-WAY ARISE FROM THE CITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

2.7 Franchise Nonexclusive. This Franchise shall be nonexclusive. Subject to the terms and conditions herein, the City may at any time grant authorization to others to use

the Public Rights-of-Way for any lawful purpose on terms and conditions that are competitively neutral and nondiscriminatory among similarly situated franchisees; provided that, no other Person holding a valid franchise shall have superior rights to Franchisee to use and occupy the space within the Public Right-of-Way lawfully occupied by Franchisee Facilities, except as provided pursuant to Section 7.8 (Facility Relocation) hereof.

2.8 Transfer. Franchisee may Transfer this Franchise after prior written notice to the City and Transferee's written commitment, in substantially the form of the agreement attached hereto as Exhibit "B", delivered to the City, that transferee(s) shall thereafter be responsible for all obligations of Franchisee with respect to the Franchise and guaranteeing performance under the terms and conditions of the Franchise and that transferees will be bound by all the conditions of the Franchise and will assume all the obligations of its predecessor. Such a Transfer shall relieve the Franchisee of any further obligations under the Franchise, including any obligations not fulfilled by Franchisee's Transferee; provided that, the Transfer shall not in any respect relieve the Franchisee, or any of its successors in interest, of responsibility for acts or omissions, known or unknown, or the consequences thereof, which acts or omissions occur prior to the time of the Transfer. This Franchise may not be transferred without filing or establishing with the City the insurance certificates, security fund and performance bond as required pursuant to this Franchise and paying all Direct Costs to the City related to the Transfer.

Notwithstanding the foregoing, notice to the City shall not be required for a mortgage, hypothecation or an assignment of Franchisee's interest in the Franchise in order to secure indebtedness.

Franchisee may, without the prior written notice to or consent of the City: (i) lease the Telecommunications System, or any portion thereof, to another Person; (ii) grant an Indefeasible Right of User Interest in the Telecommunications System, or any portion thereof, to another Person; or (iii) offer or provide capacity or bandwidth in its Telecommunications System to another Person; provided that, Franchisee at all times retains exclusive control over its Telecommunications System and remains responsible for Constructing its Facilities pursuant to the terms and conditions of this Franchise, and provided further that, Franchisee may grant no rights to any such Person that are greater than any rights Franchisee has pursuant to this Franchise; such Persons shall not be construed to be a third-party beneficiary hereunder; and, no such Person may use the Telecommunications System for any purpose not authorized herein.

2.9 Street Vacation. If any Public Right-of-Way or portion thereof used by Franchisee is to be vacated during the term of this Franchise, unless as a condition of such vacation the Franchisee is granted the right to continue to occupy the vacated Public Right-of-Way, Franchisee shall, without delay or expense to City, remove its Facilities from such Public Right-of-Way, and restore, repair or reconstruct the Public Right-of-Way where such removal has occurred, and place the Public Right-of-Way in such condition as may be required by the City. Nothing herein is intended to operate as a waiver of Franchisee's right or entitlement under state law or City ordinance to receive notice of or to object to vacation of the Public Right-of-Way occupied by Franchisee Facilities.

2.10 Reservation of City Use of Public Right-of-Way. Nothing in this Franchise shall prevent the City from constructing sanitary or storm sewers; grading, changing grade, paving, repairing, widening or otherwise altering any Public Right-of-Way; laying down, repairing or removing water mains; or installing conduit or fiber optic cable.

ARTICLE 3. COMPLIANCE WITH LAWS/ORDER OF PRECEDENCE.

3.1 Alteration of Material Terms and Conditions. Subject to federal and State preemption, the material rights, benefits, obligations or duties as specified in this Franchise may not be unilaterally altered or impaired by the City through subsequent amendments to, or enactment of, any ordinance, regulation, resolution or other enactment of the City. Notwithstanding the foregoing, the City specifically reserves its right to make and enforce those laws that are within the lawful exercise of the City's police power.

3.2 Compliance with Laws. Except as provided herein pursuant to Section 3.1, the Franchisee agrees to comply with all applicable Laws as now or hereafter in effect, and any lawful orders from regulatory agencies or courts with jurisdiction over Franchisee and its Facilities, or over the City and the Public Rights-of-Way.

3.3 Reservation of Rights/Wavier. The City expressly reserves all of its rights, authority and control arising from any relevant provisions of federal, State or local Laws granting the City rights, authority or control over the Public Rights-of-way or the activities of the Franchisee.

3.4 Change in Form of Government. Any change in the form of government of the City shall not affect the validity of this Franchise. Any governmental unit succeeding the City shall, without the consent of Franchisee, succeed to all of the rights and obligations of the City provided in this Franchise.

ARTICLE 4. ACCEPTANCE.

4.1 Acceptance. Within thirty (30) days after the passage and approval of this Franchise by the City Council, this Franchise shall be accepted by Franchisee by filing with the City Clerk during regular business hours, or to the City Attorney, three originals of this Franchise with its original signed and notarized written acceptance of all of the terms, provisions and conditions of this Franchise in conformance with Exhibit "A", together with the following, if required herein:

4.1.1 Payment in readily available funds of the administrative costs for issuance of the Franchise in conformance with the requirements of Section 5.6 herein.

4.1.2 Submission of proof of financial security in accordance with Section 5.3 herein.

4.1.3 Submission of an insurance certificate in accordance with Section 5.2 herein.

4.1.4 Payment of the costs of publication of this Franchise Ordinance in conformance with the requirements of Section 8.18 herein.

In the event that the thirtieth day falls on a Saturday, Sunday or legal holiday during which the City is closed for business, the filing date shall fall on the last business day before such Saturday, Sunday or legal holiday.

4.2 Failure to Timely File Acceptance. The failure of Franchisee to timely file its written acceptance shall be deemed a rejection by Franchisee of this Franchise, and this Franchise shall then be void.

4.3 Effective Date; Term.

4.3.1 Effective Date. Except as provided pursuant to Section 4.2 of this Franchise, the Effective Date of this Ordinance and Franchise shall be 12:01 a.m. on the day following Franchisee's acceptance under Section 4.1 and not later than the 31st day following passage and approval of this Franchise by the City Council. This Franchise and the rights, privileges, and authority granted hereunder and the relationship established hereby shall take effect and be in force from and after the Effective Date of this Ordinance for the term hereof.

4.3.2 Term. The term of this Franchise shall commence on the Effective Date and shall continue in full force and effect for a period of ten (10) years, unless sooner terminated, revoked or rendered void. No more than one hundred eighty (180) days prior to expiration, the Parties may mutually agree in writing to extend the term of this Franchise for an additional five (5) year term upon the same terms and conditions as provided herein. The Mayor is authorized to execute such an extension on behalf of the City without further action or approval by the City Council.

4.4 Effect of Acceptance. By accepting the Franchise the Franchisee:

4.4.1 Accepts and agrees to comply with and abide by all of the lawful terms and conditions of this Franchise;

4.4.2 Acknowledges and agrees that it has carefully read the terms and conditions of this Franchise; it unconditionally accepts all of the terms and conditions of this Franchise; it unconditionally agrees to abide by the same; it has relied upon its own investigation of all relevant facts; it has had the assistance of counsel; it was not induced to accept a Franchise; and, that this Franchise represents the entire agreement between the Franchisee and the City;

4.4.3 Warrants that Franchisee has full right and authority to enter into and accept this Franchise in accordance with the terms hereof, and by entering into or performing this Franchise, Franchisee is not in violation of its charter or by-laws, or any law, regulation, or agreement by which it is bound or to which it is subject; and

4.4.4 Warrants that Franchisee has full right and authority to enter into and accept this Franchise in accordance with the terms hereof, that the signatories for Franchisee hereto are authorized to sign the Franchise acceptance, and that the joinder or consent of any other party, including a court, trustee, or referee, is not necessary to make valid and effective the execution, delivery, and performance of this Franchise.

4.5 Effect of Expiration/Termination. Upon expiration, revocation or termination of the Franchise without renewal or other authorization, Franchisee shall no longer be authorized to operate the Facilities within the Franchise Area and shall, to the extent it may lawfully do so, cease operation of the Facilities. Forthwith thereafter, except as provided in this Section, or as otherwise provided by ordinance, Franchisee shall: (1) remove its Facilities from the Public Rights-of-Ways and restore the Public Right-of-Way in accordance with Section 7.12.1 (Restoration of Public Rights-of-Way) hereof; (2) sell its Facilities to another entity authorized to operate Facilities within the Franchise Area (which may include the City) in accordance with the transfer provisions under Section 2.8; or (3) abandon any Facilities in place in the Public Rights-of-Way in accordance with Section 7.14 (Abandonment of Facilities) hereof.

ARTICLE 5. PROTECTION OF THE CITY AND PUBLIC.

5.1 Limitation of Liability.

5.1.1 INDEMNITY/RELEASE/DEFENSE. TO THE FULLEST EXTENT PERMITTED BY LAW, FRANCHISEE SHALL RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND THE CITY'S SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS (ELECTED OR APPOINTED), EMPLOYEES, AND AGENTS (COLLECTIVELY, "**INDEMNITEES**") FOR, FROM, AND AGAINST CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, REASONABLE ATTORNEYS' FEES, AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION, AND GOVERNMENTAL OVERSIGHT COSTS), ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "**LIABILITIES**") ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):

5.1.1.1 FRANCHISEE'S OCCUPATION AND USE OF THE PUBLIC RIGHT-OF-WAY;

5.1.1.2 FRANCHISEE'S OPERATION OF THE TELECOMMUNICATIONS SYSTEM;

5.1.1.3 ENVIRONMENTAL CONTAMINATION OF THE PUBLIC RIGHTS-OF-WAY CAUSED BY, AGGRAVATED BY, OR CONTRIBUTED TO, IN WHOLE OR IN PART, BY FRANCHISEE OR ITS CONTRACTORS, SUBCONTRACTORS, OR AGENTS (BUT ONLY TO THE EXTENT OF SUCH AGGRAVATION OR CONTRIBUTION); OR

5.1.1.4 ANY ACT OR OMISSION OF FRANCHISEE OR FRANCHISEE'S CONTRACTORS, SUBCONTRACTORS, AGENTS AND SERVANTS, OFFICERS OR EMPLOYEES IN CONNECTION WITH WORK IN THE PUBLIC RIGHTS-OF-WAY.

THE ONLY LIABILITIES WITH RESPECT TO WHICH FRANCHISEE'S OBLIGATION TO RELEASE AND INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF AN INDEMNITEE OR FOR LIABILITIES THAT BY LAW THE INDEMNITEES CANNOT BE INDEMNIFIED FOR.

This covenant of indemnification shall include, but not be limited by this reference, to Liabilities arising, (1) as a result of the negligent acts or omissions of Franchisee, its agents, servants, officers, or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work in any public Rights-of-Way or other public place in performance of work or services Permitted under this Franchise; and (2) solely by virtue of the City's ownership or control of the Public Rights-of-Way or other public properties occupied or used by Franchisee.

The fact that Franchisee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Franchisee's duties of defense and indemnification under this Section 5.1.

5.1.2 Tender of Defense. Upon written notice from the City, Franchisee agrees to assume the defense of any lawsuit, claim or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this Franchise for which Franchisee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Franchisee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments. Further, said indemnification obligations shall extend to claims that are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation. The City has the right to defend and may participate in the defense of a claim and, in any event, Franchisee may not agree to any settlement of claims financially affecting the City without the City's prior written approval which shall not be unreasonably withheld. If separate representation to fully protect the interests of both Parties is necessary, such as a conflict of interest between the City and the counsel selected by Franchisee to represent the City, Franchisee shall select additional counsel with no conflict with the City. Franchisee's indemnification obligations do not apply to any lawsuit, claim, or proceeding, including any settlement or compromise of a claim that is not reduced to a suit, if the City fails to provide timely notice to Franchisee, or if City enters into a settlement or compromise, or consents to entry of judgment, without Franchisee's prior written consent.

5.1.3 Refusal to Accept Tender. In the event Franchisee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to the

indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the Parties shall agree to decide the matter), to have been a wrongful refusal on the part of Franchisee, then Franchisee shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under this indemnification clause.

5.1.4 Title 51 Waiver. THE FRANCHISEE WAIVES IMMUNITY UNDER RCW TITLE 51 AND AFFIRMS THAT THE CITY AND THE FRANCHISEE HAVE SPECIFICALLY NEGOTIATED THIS PROVISION, AS REQUIRED BY RCW 4.24.115, TO THE EXTENT IT MAY APPLY.

5.1.5 Inspection. Inspection or acceptance by the City of any Work performed by Franchisee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification.

5.2 Insurance Requirements. See Attached Exhibit "D".

5.3 Financial Security. See Attached Exhibit "E".

5.4 Contractors/Subcontractors. Franchisee contractors and subcontractors performing Work in the Public Rights-of-Way shall comply with such bond, indemnity and insurance requirements as may be required by City code or regulations, or other applicable Law. If no such requirements are set forth in the City code or regulations, the Franchisee contractors and subcontractors shall comply with the requirements set forth in attached Exhibit "F".

5.5 Liens. In the event that any City property becomes subject to any claims for mechanics', artisans', or materialmen's liens, or other encumbrances chargeable to or through Franchisee which Franchisee does not contest in good faith, Franchisee shall promptly, and in any event within 30 days from receipt of written notice of such lien, cause such lien claim or encumbrance to be discharged or released of record (by payment, posting of bond, court deposit, or other means), without cost to the City, and shall indemnify the City against all costs and expenses (including attorneys' fees) incurred in discharging and releasing such claim of lien or encumbrance. If any such claim or encumbrance is not so discharged and released, the City may pay or secure the release or discharge thereof at the expense of Franchisee after first giving Franchisee five business days' advance notice of its intention to do so. Nothing herein shall preclude Franchisee's or the City's contest of a claim for lien or other encumbrance chargeable to or through Franchisee or the City, or of a contract or action upon which the same arose.

5.6 Financial Conditions.

5.6.1 Franchise Fees. During the term of this Franchise, should federal and/or state Law change or the statutory prohibition or limitation upon assessment of Franchise fees be invalidated, amended, or modified allowing revenues derived by Franchisee from any Services provided by Franchisee using the Franchise Area to be

subject to a Franchise fee or other fee in lieu of a Franchise fee that was otherwise prohibited or limited on the Effective Date, the City and Franchisee shall in good faith endeavor to negotiate a reasonable Franchise fee or other fee or other consideration in lieu of a Franchise fee, consistent with federal and/or state Law. The fee or other consideration shall be comparable to Franchise or similar fees received by the City, or other cities of comparable population or assessed property value, for other similar uses of the Public Rights-of-Way by similar users.

5.6.2 Reimbursement of Direct Costs of Application, Administration, and Amendment. Franchisee agrees to pay an application fee of $5,000 to cover the City's legal and administrative costs for negotiation, review, and approval of this Franchise. Thereafter, Franchisee shall reimburse the City for the City's Direct Costs (as defined in Section 5.6.3, below) and the cost of negotiation, review, and approval of any amendments to this Franchise requested by or for the benefit of the Franchisee.

5.6.3 Reimbursement of Direct Costs of Design Review and Inspection. City approvals and inspections, as provided for in this Franchise, are for the sole purpose of protecting the City's rights as the owner or manager of the road Public Rights-of-Way and are separate and distinct from the approvals and inspections and fees that may be required pursuant to a Regulatory Permit. Therefore, Franchisee shall reimburse to the City, its Direct Costs of approvals and inspections, to the extent that such Direct Costs are not included in the costs for issuance of and compliance with a Regulatory Permit. Approvals and inspection, by way of example and not limitation, include review of design documents and inspection for compliance with the City's Engineering Design and Construction Standards and Design Document submittal.

5.6.4 Franchisee Responsibility for Costs. Except as expressly provided otherwise in this Franchise, any act that Franchisee, its contractors or subcontractors are required to perform under this Franchise shall be performed at their sole cost and expense.

5.6.5 Franchisee Work Performed by the City. Any work performed by the City that Franchisee has failed to perform as required pursuant to this Franchise and which is performed by the City in accordance with the terms of this Franchise, shall be performed at the cost and expense of the Franchisee. Franchisee shall be obligated to pay the Direct Costs to the City for performing such work.

5.6.6 Costs to be Borne by Franchisee. In addition to the Direct Costs referenced in section 5.6.2, above, Franchisee shall reimburse the City for all costs of publication of this Franchise, and any notices prior to any public hearing regarding this Franchise, contemporaneous with its acceptance of this Franchise.

5.6.7 Taxes and Fees. Nothing contained in this Franchise Agreement shall exempt Franchisee from Franchisee's obligation to pay any utility tax, business tax, or ad valorem property tax, now or hereafter levied against real or personal property within the City, or against any local improvement assessment imposed on Franchisee.

Any fees, charges and/or fines provided for in the City Municipal Code or any other City ordinance, whether pecuniary or in-kind, are separate from, and additional to, any and all federal, state, local, and City taxes as may be levied, imposed or due from Franchisee.

5.6.8 Itemized Invoice. Upon request and as a condition of payment by the Franchisee of Direct Costs payable by Franchisee under this Franchise, City shall submit an itemized billing so as to specifically identify the Direct Costs incurred by the City for each project for which the City claims reimbursement.

5.6.9 Time for Payment. All non-contested amounts owing shall be due and paid within sixty (60) days of receipt of invoice, or itemized invoice if requested; provided that, in the event that an itemized invoice is not provided at the time of receipt of invoice and the City receives a request from Franchisee for an itemized invoice within 30 days of receipt of invoice, such amounts shall be due and paid within sixty (60) days of receipt of the itemized invoice.

5.6.10 Overdue Payments. Any amounts payable under this Franchise by Franchisee which shall not be paid upon the due date thereof, shall bear interest at the lower of (x) the maximum interest rate allowed by law, and (y) a rate of twelve (12%) percent per annum.

5.6.11 Contesting charges. Franchisee may contest all or parts of amounts owed within sixty (60) days of receipt of any invoice. The City will investigate Franchisee's contest and will make appropriate adjustments to the invoice, if necessary, and resubmit the invoice to Franchisee. Franchisee shall pay any amounts owning as itemized in the resubmitted invoice which amounts shall be due within thirty (30) days of receipt of the resubmitted invoice. However, Franchisee does not waive its rights to further dispute resolution processes pursuant to Section 6.1 of this Franchise. Submittal of a dispute over amounts owing pursuant to Section 6.1 does not relieve the Franchisee of its obligation to pay amounts due under the resubmitted invoice.

5.6.12 Receivables. Either Party hereto may assign any monetary receivables due them under this Franchise upon notice to the other; provided, however, (i) such transfer shall not relieve the assignor of any of its rights or obligations under this Franchise, and (ii) Franchisee shall have no such notice obligation with respect to any receivables other than those owed by the City.

ARTICLE 6. ENFORCEMENT AND REMEDIES.

6.1 Communication and Discussion. The Parties are fully committed to working with each other throughout the term of this Franchise and agree to communicate regularly with each other at all times so as to avoid or minimize Disputes. The Parties agree to act in good faith to prevent and resolve potential sources of conflict before they escalate into a Dispute. The Parties each commit to resolving a Dispute in an amicable, professional and expeditious manner.

The Parties further agree that in the event a Dispute arises, they will attempt to resolve any such Disputes through discussions between representatives of each Party. Each Party will exchange relevant information that will assist the Parties in resolving the Dispute.

6.2 Remedies. The Parties have the right to seek any and all remedies, in equity, at law or in contract. Remedies are cumulative; the exercise of one shall not foreclose the exercise of others. No provision of this Franchise shall be deemed to bar either Party from seeking appropriate judicial relief.

Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of either Party to recover monetary damages, as allowed under applicable Law, or to seek and obtain judicial enforcement by means of specific performance, injunctive relief or mandate, or to commence an action for equitable or other relief, and/or proceed against the other Party and any guarantor for all direct monetary damages, costs and expenses arising from the Default and to recover all such damages, costs and expenses, including reasonable attorneys' fees.

The City specifically does not, by any provision of this Franchise, waive any right, immunity, limitation or protection otherwise available to the City, its officers, officials, City Council, Boards, commissions, agents, or employees under federal, State, or local law.

6.3 Right to Cure Default.

6.3.1 Notice. If a Party believes that the other Party is in default, such Party shall give written notice to the Noticed Party stating with reasonable specificity the nature of the alleged default. The Noticed Party shall have thirty (30) days, or such greater time as specified in the notice or such lesser time as specified in the event that there is an imminent threat of harm to the public health, safety or welfare resulting from the default, from the receipt of such notice to:

6.3.1.1 Respond to the other Party, contesting that Party's assertion that a Default has occurred; or

6.3.1.2 Cure the default; or

6.3.1.3 Notify the other Party that the Noticed Party cannot cure the default within the time provided in the notice, because of the nature of the Default. In the event the Default cannot be cured within the time provided in the notice, the Noticed Party shall promptly take all reasonable steps to begin to cure the Default and notify the other Party in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the other Party may set a meeting to determine whether additional time beyond the time provided in the notice is indeed needed, and whether the Noticed Party's proposed completion schedule and steps are reasonable.

6.3.2 Time to Cure. When specifying the time period for cure, the Party giving notice shall take into account, the nature and scope of the alleged Default, the nature and scope of the work required to cure the Default, whether the Default has created or will allow to continue an unsafe condition, the extent to which delay in implementing a cure will result in adverse financial consequences or other harm to the Party giving notice, and whether delay in implementing a cure will result in a violation of Law or Default of contract.

6.3.3 Failure to Cure. If the Noticed Party fails to promptly commence and diligently pursue cure of a Default to completion to the reasonable satisfaction of the Party giving notice and in accordance with the agreed upon time line or the time provided for in the Notice of Default, then the parties may pursue any remedies available to them.

6.4 Termination/Revocation. In addition to the remedies available to the City as provided at Law, in equity or in this Franchise, upon a Default without cure, the City may revoke this Franchise and rescind all rights and privileges associated with this Franchise in accordance with the following:

6.4.1 Notice. Prior to termination of the Franchise, the City shall give written notice to the Franchisee of its intent to revoke the Franchise. The notice shall set forth the exact nature of the Default. If Franchisee objects to such termination, Franchisee shall object in writing and state its reasons for such objection and provide any explanation.

6.4.2 Hearing. The City may then seek a termination/revocation of the Franchise in accordance with this Subsection.

6.4.2.1 The City Council, or its designee, shall conduct a public hearing to determine if termination/revocation of the Franchise is warranted.

6.4.2.2 At least fourteen (14) days prior to the public hearing, the City shall issue a public hearing notice that shall establish the issue(s) to be addressed in the public hearing; provide the time, date and location of the hearing; provide that the Hearing Body/Officer shall hear any Persons interested therein; and provide that the Franchisee shall be afforded fair opportunity for full participation, including the right to introduce evidence, to require the production of evidence, to be represented by counsel and to question witnesses. The public hearing notice shall be provided to Franchisee in accordance with Section 8.13 hereof and public notice of the hearing shall be provided in the same manner as notice is provided for regular meetings of the City Council.

6.4.2.3 Within sixty (60) days after the close of the hearing, the City Council shall issue a written decision regarding the termination/revocation of the Franchise. If the City Council has designated another hearing body/officer to conduct the public hearing, such hearing body/officer shall make a recommendation to the City Council within thirty (30) days following the close of the public hearing, and the City Council shall make a decision upon the recommendation of the Hearing Body/Officer after a closed record hearing and within sixty (60) days following receipt of the recommendation of the Hearing

Body/Officer. The decision of the City Council shall be final. The Parties recognize that a decision to terminate/revoke a Franchise is not a land use decision that is subject to appeal pursuant to the Land Use Petition Act (Chapter 36.70C RCW). Failure to render a decision within the required time period shall not be a basis for invalidation of the decision that is made. Any appeal to which the Franchisee may be entitled (e.g., constitutional or statutory writ of review) shall be filed within 30 calendar days of issuance of the final decision of the City Council.

6.4.3 Decision to Terminate. The City Council may consider one or more of the following when determining whether or not to terminate/revoke the Franchise based upon the material Default:

6.4.3.1 The history of repeated non-compliance by Franchisee with material terms and conditions of this Franchise;

6.4.3.2 Whether other remedies will achieve compliance with this Franchise;

6.4.3.3 Whether the Franchisee has acted in good faith;

6.4.3.4 Whether the acts or omissions that gave rise to the Default were willful or indifferent to the requirements that gave rise to the Default;

6.4.3.5 Whether the type of services provided by the Franchisee will be available to the general public through other providers;

6.4.3.6 Whether services provided by the Franchisee are essential public services or regulated utilities;

6.4.3.7 The impact or potential impact of the Default upon the public health, safety and welfare;

6.4.3.8 The economic risk the City is exposed to as a result of the Default;

6.4.3.9 Whether consent, permission, adjudication, an order or other authorization of a governmental agency or body, is required as a condition precedent to the City ordering the Franchisee to abandon or remove Facilities from the Public Rights-of-Way or to cease operations (temporarily or otherwise) of the Facilities.

6.4.3.10 Such other facts and circumstances that are relevant to the controversy that gave rise to the Default and/or to whether or not the continued presence and operation of the Franchisee Facilities with the Franchise Area will be harmful to the public health, safety or welfare.

6.5 Receivership. At the option of the City, subject to applicable law and lawful orders of courts of competent jurisdiction, this Franchise may be revoked after the appointment of a receiver or trustee to take over and conduct the business of Franchisee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

6.5.1 The receivership or trusteeship is timely vacated; or

6.5.2 The receiver or trustee has timely and fully complied with all the terms and provisions of this Franchise, and has remedied all defaults under the Franchise. Additionally, the receiver or trustee shall have executed an agreement duly approved by the court having jurisdiction, by which the receiver or trustee assumes and agrees to be bound by each and every term, provision and limitation of this Franchise.

ARTICLE 7. CONDITIONS UPON USE OF PUBLIC RIGHTS-OF-WAY.

7.1 Regulatory Permit. If Franchisee has submitted an application for a Regulatory Permit to perform work in the Public Rights-of-Way, the City shall, to the extent practicable, consider such application contemporaneously with the design review requirements hereunder.

7.2 Submission/Approval of Design Documents.

7.2.1 Submission. At the time of application for a Regulatory Permit, or in the event that Franchisee seeks to alter or change the location of Facilities in a Franchise Area, Franchisee shall submit its Design Documents to the City for review and approval in accordance with the City's plan review process.

7.2.2 Use of Public Rights-of-Way. Within parameters reasonably related to the City's role in protecting the public health, safety and welfare and except as may be otherwise preempted by Law, the City may require that Facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to the proposed Franchise Area and may deny access if Franchisee is not willing to comply with such requirements; and, may require removal of any Facility that is not installed in compliance with the Standards (defined in Section 7.3 below) or which is installed without prior City approval of the time, place, or manner of installation.

7.2.3 Approval of Plans. Work may not commence without prior approval by the City of the Design Documents submitted by the Franchisee, which approval will not be unreasonably withheld, conditioned or delayed. The City may review and approve the Franchisee's Design Documents with respect to:

7.2.3.1 Location/Alignment/Depth;

7.2.3.2 The manner in which the Facility is to be installed;

7.2.3.3 Measures to be taken to preserve safe and free flow of traffic;

7.2.3.4 Structural integrity, functionality, appearance, compatibility with and impact upon roadways, bridges, sidewalks, planting strips, signals, traffic control signs, intersections, or other facilities and structures in the Public Rights-of-Way;

7.2.3.5 Ease of future road maintenance, and appearance of the roadway;

7.2.3.6 Compliance with applicable Standards (as defined below) and codes; and

7.2.3.7 Compliance and compatibility with the City's comprehensive plan, six-year transportation plan, capital improvements plan, and regional transportation improvement plans.

7.3 Compliance with Standards/Codes. Except as may be preempted by federal or state Laws, all Facilities shall conform to and all Work shall be performed in compliance with the following "Standards" as now or may be hereafter revised, updated, amended or re-adopted:

7.3.1 Standards for Public Works Engineering and Construction. The most current edition of the City Standards for Public Works Engineering and Construction as adopted from time to time by the City. This document includes the City's Engineering Design and Construction Standards Manual, Design Standards Detail, and appendixes, and the most recently City adopted edition of the Standard Specifications for Road, Bridge and Municipal Construction as prepared by the Washington State Department of Transportation ("WSDOT") and the Washington State Chapter of American Public Works Association ("APWA");

7.3.2 MUTCD. The Washington State Department of Transportation Manual of Uniform Traffic Control Devices ("MUTCD");

7.3.3 Special Conditions. Requirements and standards set forth as additional conditions in a Regulatory Permit.

7.3.4 City Regulations. City ordinances, codes, and regulations establishing standards for placement of Facilities in Public Rights-of-Way, including by way of example and not limitation, the specific location of Facilities in the Public Rights-of-Way.

7.3.5 Other Regulatory Requirements. Applicable requirements of federal or state governmental authorities that have regulatory authority over the placement, construction, or design of Franchisee Facilities;

7.3.6 Industry Standards. All Facilities shall be durable and Constructed in accordance with good engineering practices and standards promulgated by the government and industry for placement, Construction, design, type of materials and operation of Franchisee Facilities;

7.3.7 Safety Codes and Regulations. Franchisee Facilities and Work shall comply with all applicable federal, State and City safety requirements, rules, regulations, Laws and practices. By way of illustration and not limitation, Franchisee shall comply with the National Electrical Safety Code and the Occupational Safety and Health Administration (OSHA) Standards; and

7.3.8 Building Codes. Franchisee Facilities and Work shall comply with all applicable City Building Codes.

7.4 Conditions Precedent to Work. Except as may be otherwise required by applicable City code, rule, regulation or Standard, Franchisee shall comply with the following as a condition precedent to Work:

7.4.1 Regulatory Permits Required. Except in the event of an Emergency, prior to performing any Work in the Public Right-of-Way requiring a Regulatory Permit, Franchisee shall apply for, and obtain, in advance, such appropriate Regulatory Permits from the City as are required by ordinance or rule. Franchisee shall pay all generally applicable and lawful fees for the requisite City Regulatory Permits.

7.4.2 Compliance with Franchise. Franchisee shall be in material compliance with the Franchise.

7.5 Work in the Public Rights-of-Way.

7.5.1 Permit required. If the Franchisee needs to dig more than 6 inches or cut and remove concrete or asphalt, or if the work will interfere with traffic, a Road Right of Way permit will be required.

7.5.2 Least Interference. Work in the Public Rights-of-Way shall be done in a manner that does not unnecessarily hinder or obstruct the free use of the Public Rights-of-Way or other public property and which causes the least interference with the rights and reasonable convenience of property owners, businesses and residents along the Public Rights-of-Way. Franchisee Facilities shall be designed, located, aligned and Constructed so as not to disturb or impair the use or operation of any street improvements, utilities, and related facilities of City or City's existing lessees, licensees, permitees, franchisees, easement beneficiaries or lien holders, without prior written consent of City or the Parties whose improvements are interfered with and whose consent is required pursuant to agreements with the City existing prior to the Effective Date.

7.5.3 Work Subject to Inspection. The City may observe or inspect the Construction Work, or any portion thereof, at any time to ensure compliance with applicable Regulatory Permits, this Franchise, applicable Law, the applicable approved Design Documents, the Standards, and to ensure the Work is not being performed in an unsafe or dangerous manner.

7.5.4 Notice to the Public. Except in the case of an Emergency, City retains the right to require the Franchisee to notify the public prior to commencing any significant planned Construction that Franchisee reasonably anticipates will materially disturb or disrupt public property or have the potential to present a danger or affect the safety of the public generally.

7.5.5 Work of Contractors and Subcontractors. Franchisee's contractors and subcontractors performing Work in the Franchise Area shall be licensed and bonded in accordance with the City's and State's applicable regulations and requirements. Any contractors or subcontractors performing Work within the Public Rights-of-Way on behalf of the Franchisee shall be deemed servants and agents of the Franchisee for the purposes of this Franchise and are subject to the same restrictions, limitations and conditions as if the Work were performed by Franchisee. Franchisee shall be responsible for all Work performed by its contractors and subcontractors and others performing Work on its behalf as if the Work were performed by it, and shall ensure that all such Work is performed in compliance with this Franchise and other applicable laws, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Franchisee's responsibility to ensure that contractors, subcontractors or other Persons performing Work on Franchisee's behalf are familiar with the requirements of this Franchise and other applicable Laws governing the Work performed by them.

7.5.6 Emergency Permits. In the event that Emergency repairs are necessary, Franchisee shall perform such Work, provide such notices, and obtain Regulatory Permits in conformance with applicable Standards.

7.5.7 Stop Work. On notice from the City that any Work does not comply with the Franchise, the approved Design Documents for the Work, the Standards, or other applicable Law, or is being performed in an unsafe or dangerous manner as reasonably determined by the City, the non-compliant Work may immediately be stopped by the City. The stop work order shall be in writing, given to the Person doing the Work and be posted on the Work site, indicate the nature of the alleged violation or unsafe condition; and establish conditions under which Work may be resumed. If so ordered, Franchisee shall cease and shall cause its contractors and subcontractors to cease such activity until the City is reasonably satisfied that Franchisee is in compliance. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable Law, may order Franchisee to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes in its reasonable discretion. The City has the right to inspect, repair and correct the unsafe condition if Franchisee fails to do so, and to reasonably charge Franchisee for the costs incurred to perform such inspection, repair or correction. Payment by Franchisee will be made in

accordance with Section 5.6.9. The authority and remedy set forth herein in this section is in addition to, and not a substitute for, any authority the City may otherwise have to take enforcement action for violation of City Codes or Standards.

7.5.8 Discovery of Hazardous Substances/Indemnity. In the event that the Work of the Franchisee in, on, and upon the Franchise Area results in the discovery of the presence of Hazardous Substances ("**Discovered Matters**") in, on or upon the areas excavated or otherwise opened or exposed by Franchisee within the Franchise Area (the "**Excavated Areas**"), the Franchisee shall immediately notify the City and, take whatever other reporting action is required by applicable Environmental Law as it relates to the Discovered Matters in the Excavated Areas.

In the event the Franchisee's Work, in, on or upon the Franchise Area within the Excavated Areas results in a release (as determined under applicable Environmental Laws) of Hazardous Substances which were, before such activities, confined to areas within the Excavated Areas, but which after such activities by Franchisee are released beyond the Excavated Areas, and if the release is caused in whole or in part by the Franchisee, then the Franchisee shall indemnify, defend and hold the City harmless from the costs of all necessary Remedial Actions which are required under the applicable Environmental Laws, to the extent of Franchisee's share of the liability for the release. Franchisee's liability for the release may, inter alia, be determined by a final non-appealable decision by a court of competent jurisdiction, or as provided in a final non-appealable administrative order issued by the Environmental Authority, or by a consent decree entered by Franchisee and the Environmental Authority.

7.6 Alterations. Except as may be shown in the Design Documents or Regulatory Permits approved by the City or the record drawings, or as may be necessary to respond to an Emergency, Franchisee, and Franchisee's contractors and subcontractors, may not make any material alterations to the Franchise Area, or permanently affix anything to the Franchise Area, without the City's prior written consent. Material alteration shall include by way of example and not limitation, a change in the dimension or height of the above ground Facilities. If Franchisee desires to change either the location of any Facilities or otherwise materially deviates from the approved design of any of the Facilities, Franchisee shall submit such change to the City in writing for its approval pursuant to Section 7.2 of this Franchise. Franchisee shall have no right to commence any such alteration change until after Franchisee has received the City's approval of such change in writing.

7.7 General Conditions.

7.7.1 Right-of-Way Meetings. Subject to receiving advance notice, Franchisee will make reasonable efforts to attend and participate in meetings of the City regarding Right-of-Way issues that may impact the Telecommunications System.

7.7.2 Compliance Inspection. Franchisee's Facilities shall be subject to the City's right of periodic inspection upon at least seventy-two (72) hours' notice, or, in

case of an emergency, upon demand without prior notice, to determine compliance with the provisions of this Franchise or other applicable Law over which the City has jurisdiction. Franchisee shall respond to reasonable requests for information regarding its Telecommunications System as the City may from time to time issue in writing to determine compliance with this Franchise, including requests for information regarding the Franchisee's plans for Construction and the purposes for which the Facility is being Constructed.

7.7.3 One Call. If Franchisee places Facilities underground, Franchisee shall, at its own expense, continuously be a member of the State of Washington one number locator service under Chapter 19.122 RCW, or an approved equivalent, and shall comply with all such applicable rules and regulations. The Franchisee shall locate and field mark its Facilities for the City at no charge.

7.7.4 Graffiti Removal. Within 5 business days after notice from the City, Franchisee shall remove any graffiti on any part of its Telecommunications System, including, by way of example and not limitation, equipment cabinets. If either the Franchisee fails to do so within 5 business days or in the City's discretion and subject to advance communication with the Franchisee, the City may remove the graffiti and bill the Franchisee for the reasonable cost thereof.

7.7.5 Dangerous Conditions, Authority for City to Abate. Whenever Construction of Facilities has caused or contributed to a condition that in the reasonable opinion of the City Engineer, substantially impairs the lateral support of the adjoining Public Right-of-Way, street, or public place, or endangers the public, any utilities, or City-owned property, the City may reasonably require the Franchisee to take action to protect the Public Right-of-Way, the public, adjacent public places, City-owned property, streets, and utilities. Such action may include compliance within a prescribed time. In the event that the Franchisee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if Emergency conditions exist which require immediate action, the City may, to the extent it may lawfully do so, take such actions as are necessary to protect the Public Right-of-Way, the public, adjacent public places, City-owned property, streets, and utilities, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and the Franchisee shall be liable to the City for the reasonable costs thereof to the extent Franchisee is determined to be the proximate cause of such condition.

7.7.6 No Duty. Notwithstanding the right of the City to inspect the Work, issue a stop work order, and order or make repairs or alterations, the City has no duty or obligation to observe or inspect, or to halt Work on, the applicable Facilities, it being solely Franchisee's responsibility to ensure that the Facilities are Constructed and operated in strict accordance with this Franchise, the approved Design Documents, the Standards, and applicable Law. Neither the exercise nor the failure by the City to exercise any right set forth in this Article 7 shall alter the liability allocation set forth in this Franchise.

7.7.7 Roadside Hazard. All of Franchisee's Facilities shall be kept by Franchisee at all times in a safe and hazard-free condition. Franchisee shall ensure that Facilities within the Public Rights-of-Way do not become or constitute an unacceptable roadside obstacle and do not interfere with or create a hazard to maintenance of and along the Public Rights-of-Way. In such event, the Franchisee shall take corrective action. In the event that the City determines that a Facility within the Public Rights-of-Way has become or constitutes an unacceptable roadside obstacle or may interfere with or create a hazard to maintenance of and along the Public Rights-of-Way, following written notice explaining with reasonable specificity the nature of any such matter and a reasonable opportunity to cure of not less than thirty (30) days, the Franchisee shall take corrective action; provided that, nothing herein shall relieve the Franchisee from keeping its Facilities at all times in safe and hazard-free condition.

Franchisee, at all times, shall employ the standard of care attendant to the risks involved and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public or to Franchisee's agents or employees. Franchisee, at its own expense, shall repair, renew, change, and improve its Facilities from time to time as may be necessary to accomplish this purpose. Franchisee shall use suitable barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such Work in or affecting such Public Rights-of-Way or property. All excavations made by Franchisee in the Public Rights-of-Way shall be properly safeguarded for the prevention of accidents.

7.7.8 Verification of Alignment/Depth. Upon the reasonable request and prior written notice, in non-Emergency situations at least thirty (30) days' notice by the City and in order to facilitate the location, alignment and design of Public Improvements (defined below), the Franchisee agrees to locate, and if reasonably determined necessary by the City, to excavate and expose portions of its Facilities for inspection so that the location of same may be taken into account in the Public Improvement design; PROVIDED that, Franchisee shall not be required to excavate and expose its Facilities unless the Franchisee's record drawings and maps of its Facilities submitted pursuant to Section 7.11 of this Franchise are reasonably determined by the City to be inadequate for purposes of this paragraph.

7.8 Facility Relocation at Request of the City.

7.8.1 Public Improvement. The City may require Franchisee to alter, adjust, relocate, or protect in place its Facilities within the Public Rights-of-Way when reasonably necessary for construction, alteration, repair, or improvement of any portion of the Public Rights-of-Way for purposes of public welfare, health, or safety ("Public Improvements"). Such Public Improvements include, by way of example but not limitation, Public Rights-of-Way construction; Public Rights-of-Way repair (including resurfacing or widening); change of Public Rights-of-Way grade; construction, installation or repair of sewers, drains, water pipes, power lines, signal lines,

communication lines, or any other type of government-owned communications, utility or public transportation systems, public work, public facility, or improvement of any government-owned utility; Public Rights-of-Way vacation, and the Construction of any public improvement or structure by any governmental agency acting in a governmental capacity for the public benefit.

7.8.2 Alternatives. If the City requires Franchisee to relocate its Facilities, the City shall make a reasonable effort to provide Franchisee with an alternate location within the Public Right-of-Way. The Franchisee may, after receipt of written notice requesting a relocation of its Facilities, propose design alternatives that would mitigate or lessen the impact upon Franchisee's Facilities. The City shall provide a full and fair evaluation of such proposed design alternatives that, in the reasonable judgment of the City, would not impair, interfere with, or materially alter the scope, purpose or functioning of the Public Improvement and would not increase the anticipated public costs of the Public Improvement. If so requested by the City, Franchisee shall submit additional information to assist the City in making such evaluation. In the event that the City reasonably determines that it does not have available resources within the existing Public Improvement budget to fully and fairly evaluate Franchisee's proposal, the City shall not be obligated to further consider such proposal unless and until the Franchisee funds the additional costs to the City to complete its evaluation.

7.8.3 Notice. The City shall notify Franchisee in writing as soon as practicable of the need for relocation and shall specify the date by which relocation shall be completed. Except in case of Emergency such notice shall be no less than one hundred and eighty (180) days. In calculating the date that relocation must be completed, City shall consult with Franchisee and consider the extent of Facilities to be relocated, the service requirements, and the construction sequence for the relocation, within the overall project construction sequence and constraints, to safely complete the relocation. Franchisee shall complete the relocation by the date specified, unless the City, or a reviewing court, establishes a later date for completion, after a showing by the Franchisee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements.

7.8.4 Coordination of Work. Franchisee acknowledges and understands that any delay by Franchisee in performing the Work to alter, adjust, relocate, or protect in place its Facilities within the Public Rights-of-Way may delay, hinder, or interfere with the work performed by the City and its contractors and subcontractors in furtherance of construction, alteration, repair, or improvement of the Public Improvement, and result in damage to the City and/or its contractors, including but not limited to, delay and disruption claims. Franchisee shall cooperate with the City and its contractors and subcontractors to coordinate such Franchisee Work to accommodate the Public Improvement project and project schedules to avoid delay, hindrance, or disruption of such project.

7.8.5 Assignment of Rights. In addition to any other rights of assignment the City may have, the City may from time to time assign or transfer to its contractors or subcontractors its rights under Section 7.10 of this Franchise.

7.8.6 Reimbursement for Costs. Notwithstanding the cost allocation provisions set forth in this Franchise, Franchisee does not waive its right(s) to and shall be entitled to seek reimbursement of its relocation costs as may be otherwise specifically set forth and authorized by Law, including in statute. Further, if the City reimburses or pays the relocation costs of a similarly situated franchisee for a given Public Improvement project, the City shall reimburse or pay Franchisee's relocation costs on the same basis

7.9 Movement of Facilities for Others.

7.9.1 Private Benefit. If any alteration, adjustment, temporary relocation, or protection in place of the Telecommunications System is required solely to accommodate the Construction of facilities or equipment that are not part of a Public Improvement project, Franchisee shall, after at least one hundred eighty (180) days advance written notice, take action to effect the necessary changes requested by the responsible Person; provided that, (a) the Person requesting the same pays for the Franchisee's time, design, engineering and material costs associated with the requested work; (b) the alteration, adjustment, relocation or protection in place is reasonably necessary to accommodate such work; (c) Franchisee's services are not interrupted; and (d) such alteration, adjustment, or relocation is not requested for the purpose of obtaining a competitive advantage over the Franchisee.

7.9.2 Temporary Changes for Other Franchisees. At the request of any Person holding a valid permit and upon reasonable advance notice, Franchisee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder. Franchisee shall be given not less than thirty (30) days' advance notice to arrange for such temporary wire changes.

7.10 Movement of Facilities During Emergencies.

7.10.1 Immediate Threat. In the event of an unforeseen event, condition or circumstance that creates an immediate threat to the public safety, health, or welfare, the City shall have the right to require Franchisee to shut down, relocate, remove, replace, modify, or temporarily disconnect Franchisee's Facilities located in the Public Rights-of-Way at the expense of the Franchisee without regard to the cause or causes of the immediate threat.

7.10.2 Emergency. In the event of an Emergency, or where a Facility creates or is contributing to an imminent danger to health, safety, or property, the City retains the right and privilege to protect, support, temporarily disconnect, remove, or relocate any or all parts of the Telecommunications System located within the Public

Rights-of-Way, as the City may determine to be reasonably necessary, appropriate or useful in response to any public health or safety Emergency and charge the Franchisee for costs incurred.

7.10.3 Notice. During Emergencies the City shall endeavor to, as soon as practicable, provide notice to Franchisee of such Emergency at a designated Emergency response contact number, to allow Franchisee the opportunity to respond and rectify the problem without disrupting Telecommunications Service. If after providing notice, there is no immediate response, the City may protect, support, temporarily disconnect, remove, or relocate any or all parts of the Telecommunications System located within the Public Rights-of-Way in accordance with this Section 7.10.

7.10.4 Limitation on Liability. The City shall not be liable for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the City's actions under this Section.

7.11 Record of Installations.

7.11.1 Map/Record Drawing of Telecommunications System. Upon request by the City, Franchisee shall search for and provide the City with the most accurate and available maps and record drawings in a form and content reasonably prescribed by the City reflecting the horizontal and vertical location and configuration of its Telecommunications System within the Public Rights-of-Way and upon City property in a format reasonably acceptable to the City. Franchisee shall provide the City with updated record drawings and maps within a reasonable period of time following receipt of written request. As to any such record drawings and maps so provided, Franchisee does not warrant the accuracy thereof and to the extent the location of the Telecommunications System is shown, such Telecommunications System is shown in its approximate location.

7.11.2 Maps/Record Drawings of Improvements. After Construction involving the locating or relocating of Facilities, the Franchisee shall provide the City with accurate copies of all record drawings and maps showing the horizontal and vertical location and configuration of all located or relocated Facilities within the Public Rights-of-Way. These record-drawings and maps shall be provided at no cost to the City, and shall include hard copies and digital copies in a format reasonably specified by the City. As to any such record drawings and maps so provided, Franchisee does not warrant the accuracy thereof and to the extent the location of the Telecommunications System is shown, such Telecommunications System is shown in its approximate location.

7.12 Restoration of Public Rights-of-Way, Public and Private Property.

7.12.1 Restoration after Construction. Franchisee shall, after completion of Construction of any part of its Telecommunications System, leave the Public Rights-of-Way and other property disturbed thereby, in as good or better condition in all respects as it was in before the commencement of such Construction. Franchisee agrees to promptly complete restoration work to the reasonable satisfaction of the City and in

conformance with City Standards, including by way of example and not limitation, backfilling and restoration requirements as set forth in City Standards.

7.12.2 Notice. If Franchisee's Work causes unplanned, unapproved, or unanticipated disturbance of or alteration or damage to Public Rights-of-Way or other public or private property, the Franchisee shall promptly notify the property owner within twenty-four (24) hours.

7.12.3 Duty to Restore. If Franchisee's Work causes unplanned, unapproved, or unanticipated disturbance of or alteration or damage to Public Rights-of-Way or other public property, it shall promptly remove any obstructions therefrom and restore such Public Rights-of-Way and public property to the reasonable satisfaction of the City and in accordance with City Standards.

7.12.4 Temporary Restoration. If weather or other conditions do not allow the complete restoration required by this Section, Franchisee shall temporarily restore the affected Public Right-of-Way or public property. Franchisee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

7.12.5 Survey Monuments. All survey monuments which are disturbed or displaced by any Work shall be referenced and restored, as per WAC 332-120, as the same now exists or may hereafter be amended, and all pertinent federal, state and local standards and specifications.

7.12.6 Approval. The City Engineer, or designee, shall be responsible for observation and final approval of the condition of the Public Rights-of-Way and City property following any restoration activities therein. Franchisee is responsible for all testing and monitoring of restoration activities.

7.12.7 Warranty. Franchisee shall warrant any restoration work performed by Franchisee in the Public Rights-of-Way or on other public property for two (2) years, unless a longer period is required by applicable City Standards. If restoration is not satisfactorily and timely performed by the Franchisee, the City may, after prior notice to the Franchisee, or without notice where the disturbance or damage may create an imminent risk to public health or safety, cause the repairs to be made and recover the reasonable cost of those repairs from the Franchisee. Franchisee shall pay the City for such costs in accordance with Section 5.6.9.

7.12.8 Restoration of Private Property. When Franchisee does any Work in the Public Rights-of-Way that affects, disturbs, alters, or damages any adjacent private property, it shall, at its own expense, be responsible for restoring such private property to the reasonable satisfaction of the private property owner.

7.13 Approvals. Nothing in this Franchise shall be deemed to impose any duty or obligation upon the City to determine the adequacy or sufficiency of Franchisee's

Design Documents or to ascertain whether Franchisee's proposed or actual Construction is adequate or sufficient or in conformance with the Design Documents reviewed and approved by the City. No approval given, inspection made, review or supervision performed by the City pursuant to or under authority of this Franchise shall constitute or be construed as a representation or warranty express or implied by the City that such item reviewed, approved, inspected, or supervised, complies with applicable Laws or this Franchise or meets any particular Standard, code or requirement, or is in conformance with the approved Design Documents, and no liability shall attach with respect thereto. City approvals and inspections as provided herein, are for the sole purpose of protecting the City's rights as the owner and/or manager of the Public Rights-of-Way and shall not constitute any representation or warranty, express or implied, as to the adequacy of the design or Construction of the Facilities or Telecommunications System, suitability of the Franchise Area for Construction, or any obligation on the part of the City to insure that Work or materials are in compliance with any requirements imposed by a governmental entity. The City is under no obligation or duty to supervise the design, Construction, or operation of the Telecommunications System.

7.14 Abandonment of Facilities. Except as may be otherwise provided by Law, Franchisee may abandon in place any Facilities in the Public Rights-of-Way upon written notice to the City, which notice shall include a description of the Facilities it intends to abandon, the specific location in the Public Rights-of-Way of such Facilities, and the condition of such Facilities. However, if the City determines within 180 days of the receipt of notice of abandonment from the Franchisee, that the safety, appearance, functioning, or use of the Public Rights-of-Way and other facilities in the Public Rights-of-Way, including without limitation, utilities and related facilities, will be adversely affected, the operator must remove its abandoned Facilities by a date specified by the City and restore the Public Rights-of-Way in accordance with City Standards. Franchisee shall be and remain responsible in perpetuity for any Facilities abandoned in the Public Rights-of-Way.

ARTICLE 8. MISCELLANEOUS.

8.1 Headings. Titles to articles and sections of this Franchise are not a part of this Franchise and shall have no effect upon the construction or interpretation of any part hereof.

8.2. Entire Agreement. This Franchise contains all covenants and agreements between the City and the Franchisee relating in any manner to the Franchise, use, and occupancy of the Public Rights-of-Way and other matters set forth in this Franchise. No prior agreements or understanding pertaining to the same, written or oral, shall be valid or of any force or effect and the covenants and agreement of this Franchise shall not be altered, modified, or added to except in writing signed by the City and Franchisee and approved by the City in the same manner as the original Franchise was approved.

8.3 Incorporation of Exhibits. All exhibits annexed hereto at the time of execution of this Franchise or in the future as contemplated herein, are hereby incorporated by reference as though fully set forth herein.

8.4 Calculation of Time. Except where a period of time refers to "business days," all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Washington, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday in the State of Washington, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday in the State of Washington; provided that, the Effective Date shall be determined as provided at Section 4.3 of this Franchise.

8.5 Time Limits Strictly Construed. Whenever this Franchise sets forth a time for any act to be performed by Franchisee, such time shall be deemed to be of the essence, and any failure of Franchisee to perform within the allotted time may be considered a Default of this Franchise.

8.6 No Joint Venture. It is not intended by this Franchise to, and nothing contained in this Franchise shall, create any partnership, joint venture, or principal-agent relationship or other arrangement between Franchisee and the City. Neither Party is authorized to, nor shall either Party act toward third Persons or the public in any manner which would indicate any such relationship with the other. The Parties intend that the rights, obligations, and covenants in this Franchise and the collateral instruments shall be exclusively enforceable by the City and Franchisee, their successors, and assigns. No term or provision of this Franchise is intended to be, or shall be, for the benefit of any Person not a Party hereto, and no such Person shall have any right or cause of action hereunder, except as may be otherwise provided herein. Further, the Franchisee is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City. Nothing in this Section 8.6 shall be construed to prevent an assignment as provided for at Sections 2.8 or 7.8.5 of this Franchise.

8.7 Approval Authority. Except as may be otherwise provided by Law or herein, any approval or authorization required to be given by the City, shall be given by the Public Works Director (or its successor), or by the Public Works Director's designee.

8.8 Binding Effect upon Successors and Assigns. All of the provisions, conditions, and requirements contained in this Franchise shall further be binding upon the heirs, successors, executors, administrators, receivers, trustees, legal representatives, transferees and assigns of the Franchisee; and all privileges, as well as all obligations and liabilities of the Franchisee shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever the Franchisee is named herein.

8.9 Waiver. No failure by either Party to insist upon the performance of any of the terms of this Franchise or to exercise any right or remedy consequent upon a Default thereof, shall constitute a waiver of any such Default or of any of the terms of

this Franchise. None of the terms of this Franchise to be kept, observed or performed by either Party, and no Default thereof, shall be waived, altered or modified except by a written instrument executed by the injured Party. No waiver of any Default shall affect or alter this Franchise, but each of the terms of this Franchise shall continue in full force and effect with respect to any other then existing or subsequent Default thereof. No waiver of any default of the defaulting Party hereunder shall be implied from any omission by the injured Party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers by the injured Party shall not be construed as a waiver of a subsequent Default of the same covenant, term or conditions.

8.10 Severability. If any word, article, section, subsection, paragraph, provision, condition, clause, sentence set forth herein, or its application to any person or circumstance (collectively referred to as "Term"), shall be held to be illegal, invalid, or unconstitutional for any reason by any court or agency of competent jurisdiction, such Term declared illegal, invalid or unconstitutional shall be severable and the remaining Terms of the Franchise shall remain in full force and effect unless to do so would be inequitable or would result in a material change in the rights and obligations of the Parties hereunder.

8.11 Signs. No signs or advertising shall be permitted in the Franchise Area except as may be required by Law or as may be required by the City for the protection of the public health, safety and welfare, to the extent it has authority to do so.

8.12 Discriminatory Practices Prohibited. Throughout the term of this Franchise, Franchisee shall fully comply with all equal employment and nondiscrimination provisions of applicable Law.

8.13 Notice. Any notice required or permitted to be given hereunder shall be in writing, unless otherwise expressly permitted or required, and shall be deemed effective either, (i) upon hand delivery to the person then holding the office shown on the attention line of the address below, or, if such office is vacant or no longer exists, to a person holding a comparable office, or (ii) or when delivered by a nationally recognized overnight mail delivery service, to the Party and at the address specified below, or (ii) on the third business day following its deposit with the United States Postal Service, first class and certified or registered mail, return receipt requested, postage prepaid, properly sealed and addressed as follows:

Franchisee's address:
Astound Broadband, LLC
401 Parkplace Center
Suite 500
Kirkland, WA 98033
Attn: Steve Weed, CEO, and Byron Springer, EVP

The City's Address:
City of Black Diamond
24301 Roberts Drive

Black Diamond, WA 98010
Attention: City Administrator

The City and Franchisee may designate such other address from time to time by giving written notice to the other, but notice cannot be required to more than two addresses, except by mutual agreement.

8.14 Survival of Terms. Upon the expiration, termination, revocation or forfeiture of the Franchise, the Franchisee shall no longer have the right to occupy the Franchise Area for the purpose of providing services authorized herein. However, the Franchisee's obligations under this Franchise to the City shall survive the expiration, termination, revocation or forfeiture of these rights according to its terms for so long as the Franchisee's Telecommunications System or any part thereof shall remain in whole or in part in the Public Rights-of-Way, or until such time as the Franchisee transfers ownership of all Facilities in the Franchise Area to the City or a third-Party, or until such time as the Franchisee abandons said Facilities in place, all as provided herein. Said obligations include, by way of illustration and not limitation, Franchisee's obligations to indemnify, defend, and protect the City, to provide insurance, to relocate its Facilities, and to reimburse the City for its costs to perform Franchisee's Work.

8.15 Force Majeure. In the event Franchisee is prevented or delayed in the performance of any of its obligations herein due to circumstances beyond its control or by reason of a force majeure occurrence, such as, but not limited to, acts of God, acts of terrorism, war, riots, civil disturbances, natural disasters, floods, tornadoes, earthquakes, severe weather conditions, employee strikes and unforeseen labor conditions not attributable to Franchisee's employees, Franchisee shall not be deemed in Default of provisions of this Franchise.

If Franchisee believes that circumstances beyond its control or by reason of a force majeure occurrence have prevented or delayed its compliance with the provisions of this Franchise, Franchisee shall provide documentation as reasonably required by the City to substantiate the Franchisee's claim. Franchisee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is reasonably satisfactory to the City; provided that, the Franchisee shall perform to the maximum extent it is able to perform and shall take reasonable steps within its power to correct such cause(s) in as expeditious a manner as possible, provided that the Franchisee takes prompt and diligent steps to bring itself back into compliance and to comply as soon as possible under the circumstances with the Franchise without unduly endangering the health, safety, and integrity of the Franchisee's employees or property, or the health, safety, and integrity of the public, Public Rights-of-Way, public property, or private property.

8.16 Attorneys' Fees. In the event of a suit, action, arbitration, or other proceeding of any nature whatsoever, whether in contract or in tort or both, is instituted to enforce any word, article, section, subsection, paragraph, provision, condition, clause or sentence of this Franchise or its application to any person or circumstance, the prevailing

Party shall be entitled to recover from the losing Party its reasonable attorneys, paralegals, accountants, and other experts fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as allowed by Washington law and as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by Law. This provision shall cover costs and attorneys' fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law. This provision shall not apply to the extent that the suit, action, arbitration or other proceeding is brought to interpret any term, condition, provision, section, article or clause of this Franchise.

8.17 Venue/Choice of Law. This Franchise shall be governed by, and construed in accordance with, the laws of the State of Washington. Any action brought relative to enforcement of this Franchise, or seeking a declaration of rights, duties or obligations herein, shall be initiated in the Superior Court of the County in which the City is located, and shall not be removed to a federal court, except as to claims over which such Superior Court has no jurisdiction. Removal to federal court shall be to the Federal Court of the Western District of Washington.

8.18 Publication. This ordinance, or a summary thereof, shall be published in the official newspaper of the City, the expense of which shall be borne by Franchisee, and shall take effect and be in full force in accordance with Section 4.3 herein.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 2016, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS _____ DAY OF _____, 2016.

CITY OF BLACK DIAMOND

_____
Carol Benson, Mayor

ATTEST/AUTHENTICATED:

_____
Brenda Martinez, City Clerk

Approved as to form:

_____
David Linehan, City Attorney

DRAFT

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

DRAFT

EXHIBIT "A"

(*Acceptance of Franchise*)

Franchise issued pursuant to Ordinance No. _____.

I, _____, am the _____, and am the authorized representative to accept the above-referenced Franchise on behalf of _____. In my capacity as _____, and not individually, I certify that this Franchise and all terms and conditions thereof are accepted by _____, without qualification or reservation and that _____ unconditionally guarantee(s) performance of all such terms and conditions.

DATED this _____ day of _____, 20___.

_____
By_____
Its _____

Tax Payer ID# _____

STATE OF _____ |
ss.
CITY OF _____ |

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it (as the _____ of _____, a _____ corporation,) to be the free and voluntary act of such corporation/individual for the uses and purposes mentioned in the instrument.

Dated this _____day of _____, _____.

_____
(Signature of Notary)

_____
Print Name
Notary public in and for the state of
_____, residing at _____
My appointment expires _____

EXHIBIT "B"

(*Form of Transfer Agreement*)

THIS TRANSFER AGREEMENT ("Agreement") is made this ___ day of _____, 20___, by and between:

1. PARTIES.

1.1 City of Black Diamond, a legal subdivision of the state of Washington ("City").

1.2 _____ ("Franchisee").

1.3 _____ ("Transferee").

RECITALS

WHEREAS the City has issued a single Franchise (the "Franchise") to Franchisee, which was authorized on the ____ day of _____, 2016, pursuant to Ordinance No. _____, and

WHEREAS Franchisee has reached an agreement with Transferee on a *(describe transaction, example: conveyance of benefited property)*

_____
_____
_____ with Transferee, to *(example: acquire from Franchisee its facilities and equipment located in the Public Rights-of-Way)* _____
_____, and

WHEREAS Franchisee and Transferee have requested that the City approve a transfer of the Franchise from Franchisee to Transferee, and

WHEREAS, as a result of the transfer of the Franchise, Transferee will assume all rights, duties, and obligations that Franchisee has under the Franchise, will be responsible for full compliance with the Franchise, and will meet or exceed all applicable and lawful federal, state, and local requirements, and

WHEREAS, relying on the representations made by the Transferee and Franchisee, the City, on the ___ day of _____, 20___, has, pursuant to Resolution No. _____ and the Franchise, approved the transfer upon the terms and conditions as stated herein;

NOW, THEREFORE, in consideration of the City's approval of the transfer, subject to the terms and conditions of this Agreement, THE PARTIES DO HEREBY AGREE as follows:

2. TRANSFER. Transfer of the Franchise shall be effective upon the following conditions precedent:

2.1 Receipt by the City of the fully executed acceptance of Franchise attached hereto as Exhibit B-1 together with all required certificates of insurance, security fund and performance bond;

2.2 Payment to the City of the Transfer fees; and

2.3 The date of closing of the sale/conveyance of the property benefited by this Franchise and/or the Facilities located in the Franchise Area or upon a date as mutually agreed to by the City, Franchisee and Transferee as follows:_____ _____.

3. ACCEPTANCE OF FRANCHISE OBLIGATIONS.

3.1 The Franchisee and Transferee hereby accept, acknowledge, and agree that neither the proposed transaction between Franchisee and Transferee nor the City's approval of this Agreement shall diminish or affect the existing and continuing commitments, duties, or obligations, present, continuing, and future, of the Franchisee and Transferee embodied in the Franchise.

3.2 Transferee and Franchisee agree that neither the transfer nor the City's approval of this Agreement and the resulting transfer shall in any respect relieve Franchisee, or any of its successors in interest, of any obligation or liability arising from acts or omissions occurring prior to the transfer of the Franchise, whether known or unknown, or the consequences thereof.

3.3 The transfer is not intended and shall not be construed to authorize the Franchisee to take any position or exercise any right that could not have been exercised prior to the Transfer.

3.4 Notwithstanding anything to the contrary herein, Transferee shall not be responsible for any of Franchisee's financial liabilities and obligations under the Franchise or pursuant to the City code, rules, and regulations that accrued before the Transfer of the Franchise, and Franchisee shall not be responsible for any financial liabilities and obligations under the Franchise or pursuant to the City code, rules, and regulations that accrue on or after the Transfer of the Franchise.

3.5 The City waives none of its rights with respect to the Franchisee's or Transferee's compliance with the terms, conditions, requirements, and obligations set forth in the Franchise. The City's approval of this Agreement shall in no way be deemed

a representation by the City that Franchisee is in compliance with all of Franchisee's obligations under the Franchise.

3.6 Franchisee and Transferee acknowledge and agree that the City's approval and acceptance of this Agreement and the resulting transfer is made in reliance upon the representations, documents, and information provided by the Franchisee and Transferee in connection with the request for Transfer.

4. MISCELLANEOUS PROVISIONS.

4.1 Conditions Precedent. The Agreement shall be effective and binding upon the signatories once it has been signed by all signatories; provided that, within 30 days of execution of the Agreement by all of the signatories, Transferee has provided to the City the following: (1) all fees required for this Transfer, (2) its acceptance of the Franchise in substantially the form of the document attached hereto as Exhibit B-1; (3) its insurance certificate in conformance with the requirements of the Franchise; (4) a performance bond or cash deposit in conformance with the requirements of the Franchise.

4.2 Entire Agreement. The Agreement constitutes the entire agreement of the Parties with respect to the matters addressed herein. No statements, promises, or inducements inconsistent with the Agreement made by any Party shall be valid or binding, unless in writing and executed by all Parties.

4.3 Binding Acceptance. The Agreement shall bind and benefit the Parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors, and assigns, and the promises and obligations herein shall survive the expiration date hereof. Any purported transfer of the Agreement is void without the express written consent of the signatories.

4.4 Severability. In the event that any provision of the Agreement shall, to any extent, be held to be invalid, preempted, or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective.

4.5 Defined Terms. Terms not defined in this Agreement shall have the same meaning as given in the Franchise.

4.6 Governing Law. The Agreement shall be governed in all respects by the laws of the state of Washington.

4.7 Notice. Pursuant to Section 8.13 of the Franchise, Notices to Transferee shall be delivered to:

Transferee's address: **
**
**
**

And to: **
**
**
**

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first written above.

CITY:

_____

By: _____, City Administrator

FRANCHISEE:

_____

By: _____

Title: _____

TRANSFEREE:

_____

By: _____

Title: _____

Tax Id. No. _____

DRAFT

TRANSFER EXHIBIT B-1

Acceptance of Franchise

Franchise issued pursuant to Ordinance No. _____ and accepted _____, 20____; Transfer authorized pursuant to Resolution No. _____, effective _____, 20___.

I, _____, am the _____, and am the authorized representative to accept the above-referenced Franchise on behalf of _____. In my capacity as _____, and not individually, I certify that this Franchise and all terms and conditions thereof are accepted by _____, without qualification or reservation and that _____ unconditionally guarantee(s) performance of all such terms and conditions.

DATED this _____ day of _____, 20___.

By_____
Its_____

Tax Payer ID# _____

STATE OF _____ |
ss.
CITY OF _____ |

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it (as the _____ of _____, a _____ corporation,) to be the free and voluntary act of such corporation/individual for the uses and purposes mentioned in the instrument.

Dated this _____day of _____, _____.

(Signature of Notary)

_____

_____

Print Name

Notary public in and for the state of _____, residing at _____

My appointment expires: _____

DRAFT

EXHIBIT "C"

(*Description of Franchise Area*)

The area within the jurisdictional boundaries of the City of Black Diamond, Washington, and such additional areas as may be included in the jurisdictional boundaries of the City of Black Diamond, Washington, during the term of this Franchise.

DRAFT

EXHIBIT "D"

(Insurance Requirements)

1. General Requirement. Franchisee shall have adequate insurance at all times while Franchisee owns or operates Facilities in the Public Rights-of-Way, to protect the City against claims for death or injuries to Persons or damages to property or equipment which in any way relate to, arise from or are connected with the Work, the Facilities, or the activities of Franchisee, its employees, agents, representatives, contractors, subcontractors and their employees, within the Franchise Area.

2. Minimum Insurance Limits. The Franchisee shall maintain the following minimum insurance coverages and limits:

2.1 Commercial General Liability: insurance to cover liability, bodily injury, and property damage. The Commercial General Liability insurance shall be written on an occurrence basis, and shall provide coverage for any and all costs, including reasonable defense costs, and losses and damages resulting from personal injury, bodily injury and death, property damage, products liability and completed operations. Such insurance shall include broad form and blanket contractual coverage, including coverage for the Franchise as now or hereafter amended. Coverage must be written with the following limits of liability:

$2,000,000 per occurrence,
$4,000,000 general aggregate and
$1,000,000 products/completed operations aggregate.

2.2 Automobile Liability: shall include owned, hired, and non-owned vehicles on an occurrence basis with coverage of at least $2,000,000 per occurrence.

2.3 Workers Compensation Insurance: shall be maintained during the life of this Franchise to comply with statutory limits for all employees, and in the case any work is sublet, the Franchisee shall require its contractors and subcontractors similarly to provide workers' compensation insurance for all the employees. The Franchisee shall also maintain, during the life of this policy, employer's liability insurance with limits of $1,000,000 each occurrence.

2.4 Excess or Umbrella Liability: $5,000,000 each occurrence and $5,000,000 policy limit.

3. Endorsements. Franchisee Commercial General Liability insurance policies are to contain, or be endorsed to contain, the following:

3.1 The Franchisee's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Franchisee's insurance and shall not contribute to it.

3.2 Franchisee, through policy endorsement, shall waive its rights of subrogation against the City for all claims and suits.

3.3 That the coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.4 The Franchisee's insurance shall name the City as an additional insured, to protect or insure as an additional insured, from and against Liabilities arising out of work performed in the Public Rights-of-Way under a grant of authority of the City.

3.5 The Franchisee's insurance shall include a requirement that the "railroad exclusion" be deleted or may include, in the alternative, ISO endorsement CG 24 17 or the equivalent.

3.6 The insurance coverages and limits provided herein shall not be canceled without thirty (30) days' prior written notice first being given to the City, with the exception that ten (10) days' notice shall be required for cancellation resulting from non-payment of premium. If the insurance is canceled or reduced in coverage, Franchisee shall provide a replacement policy.

4. Acceptability of Insurers. Each insurance policy obtained pursuant to this Franchise shall be issued by financially sound insurers who may lawfully do business in the State of Washington with a financial strength rating at all times during coverage of no less than an "A-" and in a financial size category of no less than "VII", in the latest edition of "Best's Rating Guide" published by A.M. Best Company. In the event that at any time during coverage, the insurer does not meet the foregoing standards, Franchisee shall give prompt notice to the City and shall seek coverage from an insurer that meets the foregoing standards. The City reserves the right to change the rating or the rating guide depending upon the changed risks or availability of other suitable and reliable rating guides.

5. Verification of Coverage. The Franchisee shall furnish the City with signed certificates of insurance and a copy of the amendatory endorsements, including, but not necessarily limited to, the additional insured endorsement, evidencing the Automobile Liability, Commercial General Liability and Umbrella or Excess insurance of the Franchisee upon acceptance of this Franchise. The certificate for each insurance policy is to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificate for each insurance policy must be on standard forms or on such forms as are consistent with standard industry practices. The Franchisee hereby warrants that its insurance policies satisfy the requirements of this Franchise.

6. Deductible. Commercial General Liability Insurance policies and coverage required herein may include a deductible; provided, however, that if Franchisee elects to include any deductible, Franchisee shall itself directly cover, in lieu of insurance, any and all City Liabilities that would otherwise in accordance with the

provisions of this Franchise be covered by Franchisee insurance if Franchisee elected not to include a deductible. Such direct coverage by Franchisee shall be in an amount equal to the amount of Franchisee's actual deductible.

7. No Limitation. Franchisee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Franchisee or limit the liability of Franchisee to the coverage provided in the insurance policies, or otherwise limit the City's recourse to any other remedy available at law or in equity.

DRAFT

EXHIBIT "E"

(Financial Security)

1. Performance Bond.

1.1 Franchisee shall provide to the City a faithful performance and payment bond in the initial amount of **$50,000** to ensure the full and faithful performance of all of its responsibilities under this Franchise and applicable Laws, including, by way of example and not limitation, its obligations to relocate and remove its Facilities, to restore the Public Rights-of-Way and other property when damaged or disturbed, to reimburse the City for its Direct Costs and keeping Franchisee's insurance in full force.

1.2 The performance bond shall be in a form with terms and conditions reasonably acceptable to the City and reviewed and approved by the City Attorney.

1.3 The performance bond shall be with a surety with a rating no less than "A- VII" in the latest edition of "Bests Rating Guide," published by A.M. Best Company.

1.4 The Franchisee shall pay all premiums or costs associated with maintaining the performance and payment bond, and shall keep the same in full force and effect at all times. If Franchisee fails to provide or maintain the bond, then the City, in its sole discretion, may require Franchisee to substitute an equivalent cash deposit as described below in lieu of the bond.

1.5 Franchisee's maintenance of the bond(s) shall not be construed to excuse unfaithful performance by Franchisee, or limit the liability of Franchisee to the amount of the bond(s), or otherwise limit the City's recourse to any other remedy available at law or in equity.

1.6 The amount of the bond may, in the reasonable discretion of the City, be adjusted by the City to take into account (1) cumulative inflation, (2) increased risk to the City, (3) the experiences of the Parties regarding Franchisee compliance with its obligations under the Franchise, and (4) issuance of Site Specific Permits for installation of new Facilities. Prior to adjusting the amount of the bond, the City shall provide reasonable notice to the Franchisee and an opportunity to provide comments, and the City shall review and consider such comments that are timely made.

2. Cash Deposit/Irrevocable Letter of Credit in Lieu of Bond.

Franchisee may, at its election substitute an equivalent cash deposit with an escrow agent approved by the City or an irrevocable letter of credit in form and content reasonably approved by the City Attorney, instead of a performance and payment bond. This cash deposit or irrevocable letter of credit shall ensure the full and faithful performance of all of Franchisee's responsibilities hereto under this Franchise and all

applicable Laws. This includes but, is not limited to, its obligations to relocate or remove its facilities, restore the Public Rights-of-Way and other property to their original condition, reimbursing the City for its costs, and keeping Franchisee's insurance in full force.

In the event that the Franchisee fails to cure a Default as provided in Section 6 of the Franchise, the City may, at its option, draw upon the cash deposit or letter of credit up to the amount of the City's costs incurred to cure Franchisee's default. Upon the City's cure of Franchisee's default, the City shall notify Franchisee in writing of such cure.

In the event that the City draws upon the cash deposit or letter of credit, Franchisee shall thereupon replenish the cash deposit or letter of credit to the full amount as specified herein or provide a replacement performance and payment bond.

DRAFT

EXHIBIT "F"

(Contractor/Subcontractor Insurance Requirements)

1. General Requirement. Prior to commencing and during the period of Work performed within the Franchise Area, Franchisee contractors and subcontractors (hereafter the "Contractors") must have in place adequate insurance to protect the City against claims for death or injuries to Persons or damages to property or equipment which in any way relate to, arise from or are connected with this such Work.

2. Minimum Insurance Limits. The Contractors shall maintain the following minimum insurance coverages and limits:

2.1 Commercial General Liability: insurance to cover liability, bodily injury, and property damage. The Commercial General Liability insurance shall be written on an occurrence basis, , and shall provide coverage for any and all costs, including reasonable defense costs, and losses and damages resulting from personal injury, bodily injury and death, property damage, products liability and completed operations. Coverage must be written with the following limits of liability:

$1,000,000 per occurrence,
$2,000,000 general aggregate and
$1,000,000 products/completed operations aggregate.

2.2 Automobile Liability: shall include owned, hired, and non-owned vehicles on an occurrence basis with coverage of at least $1,000,000 per occurrence.

2.3 Workers Compensation Insurance: shall be maintained during the period of such Work to comply with statutory limits for all employees.

3. Endorsements. Commercial General Liability insurance policies are to contain, or be endorsed to contain, the following:

3.1 The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to it.

3.2 Contractor, through policy endorsement, shall waive its rights of subrogation against the City for all claims and suits.

3.3 That the coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.4 The Contractor's insurance shall name the City as an additional insured, to protect or insure as an additional insured, from and against Liabilities arising out of Work performed in the Public Rights-of-Way under a grant of authority of the City.

3.5 The Contractor's insurance shall include a requirement that the "railroad exclusion" be deleted or may include, in the alternative, ISO endorsement CG 24 17 or equivalent.

3.6 The insurance coverages and limits provided herein shall not be canceled without thirty (30) days written notice first being given to the City, with the exception that ten (10) days' notice shall be required for cancellation resulting from non-payment of premium. If the insurance is canceled or reduced in coverage, Franchisee shall provide a replacement policy.

4. Acceptability of Insurers. Each insurance policy required herein shall be issued by financially sound insurers who may lawfully do business in the State of Washington with a financial strength rating at all times during coverage of no less than an "A-"and in a financial size category of no less than "VII", in the latest edition of "Best's Rating Guide" published by A.M. Best Company. In the event that at any time during coverage, the insurer does not meet the foregoing standards, Contractor shall give prompt notice to the City and shall seek coverage from an insurer that meets the foregoing standards. The City reserves the right to change the rating or the rating guide depending upon the changed risks or availability of other suitable and reliable rating guides.

5. Verification of Coverage. The Franchisee shall furnish the City with Contractors' signed certificates of insurance and a copy of the amendatory endorsements, including, but not necessarily limited to, the additional insured endorsement, evidencing the Automobile Liability, and Commercial General Liability policies of the Contractors. The certificate for each insurance policy is to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificate for each insurance policy must be on standard forms or on such forms as are consistent with standard industry practices.

6. No Limitation. Contractor's maintenance of insurance policies required herein shall not be construed to excuse unfaithful performance by Franchisee or limit the liability of Franchisee or contractor to the coverage provided in the insurance policies, or otherwise limit the City's recourse to any other remedy available at law or in equity.

OVERVIEW OF TELECOMMUNICATIONS FRANCHISE ORDINANCE

FRANCHISEE	Astound Broadband, LLC, d/b/a "Wave"
AUTHORIZED SERVICES	Fiber-Optic Telecommunications Services
FRANCHISE AREA	Public Rights-of-Way within the Jurisdictional Boundaries of the City of Black Diamond
DURATION	10 Years

Franchise Grant

- The Franchise Ordinance authorizes Wave to construct, maintain, operate, and repair a fiber-optic broadband telecommunications system using the public rights-of-way within city limits. The Franchise is non-exclusive, meaning the City remains free to grant a similar franchise to another qualified telecommunications system operator during the same time period, so long as the terms are competitively neutral and nondiscriminatory consistent with federal law.
- The Franchise does not include the right to install or operate cable television or commercial mobile radio (i.e., cellular) services. The City may impose additional compensation requirements (e.g., right-of-way permit fees and, if a future cable franchise ordinance is approved, cable fees) for use of public rights-of-way to provide services beyond those specifically authorized in the Franchise Ordinance.
- The Franchise Ordinance does not exempt Wave from having to obtain other licenses, easements, or agreements needed to place devices on other City or private property (e.g., on utility poles, pipelines, or buildings), nor does it

exempt Wave from having to comply with applicable land-use or development regulations (e.g., conditional use permits or zoning variances).

Conditions of Acceptance

If the City Council passes and approves the Franchise Ordinance, Wave has 30 days to accept the Franchise by paying certain administrative costs of the City, submitting required insurance certificates, and paying the costs of publication of the Franchise Ordinance. Otherwise, the Franchise will be deemed rejected by Wave.

Transferability of Franchise

With prior notice to the City, Wave is permitted to transfer the Franchise to another provider, so long as the transferee agrees in writing to assume and be responsible for all of Wave's obligations and guarantees their performance. The transferee must also supply the required insurance certificates, security fund, and performance bond.

Term of Franchise and Renewal

The Franchise runs for a term of 10 years following acceptance by Wave. Within 180 days of expiration, and with the agreement of the parties, the Mayor may renew the Franchise for an additional 5 years without further action by the City Council.

Powers Retained by City

The City retains full authority to use the public rights-of-way, including construction of sanitary and storm sewers; paving, widening, or altering rights-of-way; laying down water mains; etc. The City also retains its full police powers to make and enforce laws, although it may not enact new ordinances or amendments that unilaterally alter or impair material rights or benefits granted to Wave under this Franchise Ordinance.

Liability Protections

- The City has disclaimed liability to Wave (and its contractors) for any damages relating to the design, condition, or safety of the public rights-of-way within the Franchise area, except for damages due to gross negligence or willful misconduct by the City.
- Wave has also agreed to a very broad indemnification of the City and its officials and employees for claims by third parties that arise out of or relate to Wave's occupation and use of the public rights-of-way, its operation of the Telecommunications System, environmental contamination that Wave causes or contributes to, and any acts or omission of Wave or its contractors, agents, and employees in connection with its work in the rights-of-way. The City retains liability for third-party damages caused by its own gross negligence or intentional misconduct.
- Wave is required to obtain a performance bond in the amount of $50,000 to ensure full and faithful performance of Wave's obligations under the Franchise.
- Wave and its subcontractors are required to maintain commercial general liability insurance with minimum coverage limits. For Wave, the applicable limits are $2,000,000 per occurrence, $4,000,000 general aggregate, and $1,000,000 products/completed operations aggregate. Wave is also required to maintain umbrella or excess liability insurance with limits of at least $5,000,000.

Reimbursement of City Costs

- Wave is required to reimburse the City for costs (including labor, materials, equipment, and consultant fees) it incurs in approving and inspecting Wave's work on its facilities (e.g., the City's review of design documents and inspections for compliance with the City's Design Standards) to the extent such costs are not included in the issuance of regulatory permits (construction permits, street

excavation permits, clearing and grading permits, etc.). Any required work that the City has to perform after Wave has failed to perform it will be charged to Wave. The City is required to invoice Wave for such costs.

- Additionally, Wave is required to pay an application fee of $5,000 to cover the City's legal and administrative expenses for negotiating, reviewing, and approving the Franchise Ordinance. Wave must also pay the costs of publication of the Franchise Ordinance and any other public notices prior to any public hearings on the Franchise Ordinance.
- Federal law prohibits the imposition of telecommunications franchise fees if they may prohibit or have the effect of prohibiting the provision of services. Certain fees may be permissible if limited to what is necessary for management and regulation of use of the public rights-of-way. 47 U.S.C. § 253.

Construction Standards, Permit Application, and Approval Process

- Wave may not commence work without the City's prior approval of its design documents. The City may require Wave to install facilities at a particular time, or in a particular place or manner as a condition of access, and may require removal of any facilities not installed in compliance with the current edition of the City Standards for Public Work Engineering and Construction, or any of the other federal, state, and City standards and codes specified in Section 7.3 of the Franchise Ordinance.
- The City may review and approve Wave's design documents with respect to, among other things: location, alignment, and depth; any measures needed to preserve the free flow of traffic; structural integrity, functionality, and compatibility with roadways, sidewalks, traffic signals, etc.; ease of road maintenance; appearance; and compatibility with the City's longer-term plans.

- Before performing any work in public rights-of-way, Wave must apply for and obtain all regulatory permits required by City ordinance or rule, at Wave's expense.
- Any contractors or subcontractors of Wave must adhere to the conditions and limitations of the Franchise Ordinance, and Wave must ensure that they are familiar with the Franchise Ordinance and that all work performed by them is in compliance with it.
- Wave is required to use suitable barricades, flags, lights, and other measures as required for the safety of the general public and to prevent accidents and injuries to persons, vehicles, or other property due to work done in public rights-of-way.

Right of Inspection

Upon 72 hours' notice, or without notice in case of emergency, the City may inspect Wave's facilities to determine compliance with the Franchise Ordinance or other applicable requirements. The City retains the power to immediately stop all work that the City learns or determines is non-compliant or is being performed in an unsafe or dangerous manner, and may compel Wave to take actions necessary to correct the unsafe condition or otherwise bring the work into compliance.

Facility Relocations

- The City may require Wave to alter, adjust, or relocate any facilities when reasonably necessary for the construction, repair, or improvement of any public rights-of-way in furtherance of the public health, safety, or welfare. The City must give 180 days' notice, and must make reasonable efforts to provide an alternate location for Wave's facilities. The City also must, within budgetary constraints, consider any alternative designs proposed by Wave to mitigate the

impact on its facilities. Wave may seek reimbursement of its relocation costs when authorized by law to do so.

- If there is an immediate threat to public health or safety, the City may require Wave, at Wave's expense, to shut down, relocate, remove, or modify its facilities in a public right-of-way, without regard to fault. A party seeking alteration, adjustment or temporary relocation of Wave facilities for something other than a public improvement project must compensate Wave for its time, engineering, design, and material costs.
- After construction of any facilities, or upon request by the City, Wave must provide up-to-date maps showing the horizontal and vertical location and configuration of located or relocated facilities in the public rights-of-way. Wave does not, however, warrant the accuracy of such maps; it represents only that its Telecommunications Systems are shown in approximate locations.

Duty of Restoration

Wave has a duty to leave the public rights-of-way and other property disturbed by its work in as good or better condition as it was before commencement of construction. Wave must complete restoration work to the reasonable satisfaction of the City, as determined by the City Engineer, and warrant restoration work for at least two years. Restoration work for adjacent private property disturbed or damaged by Wave must be performed to the private owner's reasonable satisfaction.

Revocation of Franchise

Upon an uncured default by Wave, the City may give notice of intent to revoke the Franchise. If Wave objects to the revocation, it may object in writing and provide its rationale. The City may then conduct a public hearing, at which evidence and witness

may be examined, before deciding whether to terminate or revoke the Franchise. The City Council's decision is final, subject only to other appeal rights provided by law.

Denial of Franchise

The City Council has the legal authority to deny Wave's franchise application. However, a denial cannot be arbitrary and capricious or for an unlawful reason. RCW 35.99.030(3) requires that a denial be "supported by substantial evidence contained in a written record."

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:
Ordinance approving an Interfund loan from the Sewer Capital & Reserve Fund to the Equipment Replacement for replacement of four Police Vehicles in 2017.

Cost Impact (see also Fiscal Note): $179,000
Fund Source: --Sewer Loan & Eq Repl C&I Bal
Timeline: 2017

Agenda Date: December 15, 2016 **AB16-071A**

Mayor Carol Benson	
City Administrator	
City Attorney David Linehan	
City Clerk – Brenda L. Martinez	
Com Dev/Nat Res –	
Finance – May Miller	X
MDRT/Ec Dev – Andy Williamson	
Police – Chief Kiblinger	
Public Works – Seth Boettcher	
Court – Stephanie Metcalf	

Agenda Placement: ☒ Mayor ☒ Two Councilmembers ☐ Committee Chair ☐ City Administrator

Attachments: Proposed Ordinance; Fleet Update; CIP Page

SUMMARY STATEMENT:

Councilmembers Deady and Edelman have placed this item on the agenda. This Ordinance was brought to council on November 17, 2016 meeting, which was continued until November 29, 2016. This item was sent to committee and recommended to be brought back to Council on December 15, 2016.

The Police Department set scheduled Vehicle replacement, but replacement has been deferred due to budget constraints. Passing this Ordinance approving an interfund loan from the Sewer Capital and Operating Fund to the Equipment Replacement Fund will allow the Police Department to meet the deadline of ordering in December in order to receive the Vehicles in 2017. This will be a cost savings to the city as the repair bill have been increasing monthly, and will also assure our officers that they have reliable vehicles.

There are no outstanding Interfund Loans as they have all been paid in full. The Sewer Capital and Operating fund will benefit by receiving the interest on the repayment over the next five years.

FISCAL NOTE (Finance Department): The Interfund Loan for $160,000 will be combined with the revenue in the Equipment Replacement fund from sale of surplus vehicles, and carry over Cash and Investment balance. Total cost of the outfitted vehicles is expected to be approximately $179,000 and that amount is included in the 2017 Preliminary Budget. Timing of approval of this Ordinance is critical for placement of orders in December 2016 in order for them to be delivered in early 2017.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to approve Ordinance No. 16-XXX *(number assigned by Clerk at adoption)* an interfund loan from the Sewer Capital & Reserve Fund to the Equipment Replacement Fund for replacement of four Police Vehicles in 2017.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
November 17, 2016	No quorum – meeting continued to Nov 29	
November 29, 2016	Moved to committee. 3-2 (Edelman, Deady)	
December 15, 2016		

ORDINANCE NO. 16-XXXX

A ORDINANCE OF THE CITY OF BLACK DIAMOND, WASHINGTON, PROVIDING FOR AN INTERFUND LOAN FROM THE SEWER CAPITAL AND RESERVE FUND TO THE EQUIPMENT REPLACEMENT FUND TO PROVIDE FUNDING FOR THE REPLACEMENT OF FOUR POLICE VEHICLES IN 2017; PROVIDING FOR REPAYMENT; AND PROVIDING FOR TERMINATION

WHEREAS, in 2006 the City of Black Diamond established a cycle to replace vehicles on a scheduled basis but due to budget constraints were not able to follow the scheduled replacement for over four years; and

WHEREAS, the Police Department has identified the need to replace four police vehicles in 2017, several vehicles with over 120,000 miles and currently having costly repair bills; and

WHEREAS, replacement of the four police vehicles in January 2017 will provide police officers with reliable vehicles in order to respond to emergencies and will save the city money currently being spent in costly repair bills and significant staff time transporting these vehicles; and

WHEREAS, the City included the cost of the four police replacement vehicles in the 2017-2022 Capital Improvement Plan (item L-2) and in the 2017 Preliminary Budget, and

WHEREAS, from the time of order to the time of delivery of the vehicles is estimated between 90 to 120 days; and

WHEREAS, the Equipment Replacement Fund for police lacks sufficient cash to pay for four police vehicles in 2017 due to previous budget constraints; and

WHEREAS, the City has determined that the combination of transaction costs plus interest for the City to issue commercial paper or a note to a third party will exceed the costs of an interfund loan, primarily because an interfund loan entails no third-party transaction costs; and

WHEREAS, the use of an interfund loan also saves money from the lower interest rates of the Washington Investment Pool (LGIP) compared to commercial rates; and

WHEREAS, the City Council finds that it has exercised due regard for the expense of the Sewer Capital and Reserve Fund and finds that the Sewer connection charges and miscellaneous Sewer Capital Revenues, cash and investment balances and interfund loan repayments are expected to be more than sufficient to cover the cash flow needs of the Sewer Capital and Reserve Fund for the next five years and thus has funds available to make the interfund loan authorized herein; and

WHEREAS, the Sewer Capital Reserve Fund of the Sewer Utility will be benefited by the

interest rates of the interfund loan; and

WHEREAS, the Equipment Replacement Fund will utilize police equipment replacement cash and investment balance, Revenue from sale of surplus Police vehicles, and revenue designated from a portion of the city's Real Estate Excise Tax each year to make the annual debt and interest payments until the loan is paid in full; and

WHEREAS, the 2016 Cash BARS Manual, chapter 4, section 3.9.1.20 Interfund Activities – Loans, states that "the legislative body of a local Government must, by ordinance or resolution, approve all interfund loans, indicating the lending fund and borrowing funds, and provide in the authorization a planned schedule of repayment of the loan principal as well as setting a reasonable rate of interest (based on the external rate available to the local government) to be paid to the lending fund. The planned schedule of repayment should specify the due date(s) of payment(s) needed to repay the principal and interest on the loan."; and

WHEREAS, the City Council desires to authorize an interfund loan in January 2017 from the Sewer Capital Reserve Fund to the Equipment Replacement Fund in an amount not to exceed $160,000 to be repaid in five equal payments beginning in December 2018 and continuing each December thereafter until the loan is paid on or before the 31st day of December, 2022 and at an external interest rate as is available to the City through the Washington State Local Government Investment Pool;

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

Section 1. Loan Authorization. The City's Director of Finance is authorized, on and after the 1st day of January, 2017, to record a loan of $160,000 from the Sewer Capital and Reserve Fund to the Equipment Replacement Fund for the replacement of four aged police vehicles;

Section 2. Scheduled Repayment. The Director of Finance shall cause any and all outstanding balance of the said interfund loan to be repaid to the Sewer Capital Reserve Fund by the Equipment Replacement Fund in accordance with the schedule herein and in no event later than the 31st day of December, 2022, and this interfund lending authorization shall terminate on that date. The Interfund loan will be repaid in five equal annual payments, with each payment due in December of each year. The first payment shall be due in December 2018.

Section 3. Interest Payable to Sewer Capital & Reserve Fund. The interest shall be paid annually based on Washington State Investment Pool (LGIP) rates on the annual outstanding balance. The City Council finds that the interest rate set forth herein is reasonable and in the best interest of the City and its ratepayers.

Section 4. No Fees or Prepayment Penalties. Prepayments shall be permissible in the discretion of the Director of Finance, and there shall be no fees or prepayment penalties on interfund loans and, subject to the **$160,000** overall principal limit on outstanding balance as stated in Section 1, there shall be no advance notice required for any additional interfund draw or prepayment.

Section 5. Accounting Records. The Director of Finance is authorized and directed to keep and maintain appropriate accounting records to reflect the balance of the interfund loans affected by the transaction authorized herein.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ___ _____DAY OF _____, 2016.

CITY OF BLACK DIAMOND

_____
Carol Benson, Mayor

ATTEST/AUTHENTICATED:

_____
Brenda L. Martinez, City Clerk

Approved as to form:

_____
David Linehan,
Kenyon Disend, PLLC
City Attorney

Filed with the City Clerk:
Passed by the City Council:
Date Posted:
Ordinance No 16-XXXX

2016 Vehicle Fleet Update

June 28th, 2016-
(updated Oct. 2016)

Submitted by Chief Kiblinger

Current Vehicles

- 2006 Ford Crown Victoria (Pool Car)
- 2007 Dodge Charger (Lynch)
- 2007 Dodge Charger (Martinez)
- 2008 Dodge Charger (Riepl)
- 2008 Chev. Impala (Pool)
- 2008 Chev. Impala (Kiblinger)
- 2009 Dodge Charger (Macdonald)
- 2009 Dodge Charger (Girias)
- 2011 Chev. Tahoe (Tapec)
- 2012 Chev. Tahoe (Chatterson)

In 2006, the City of Black Diamond established a cycle to replace vehicles on a scheduled basis. The city kept pace with the program, replacing the vehicles around the 5- 6 year mark or 100,000 miles. Since 2012, the following has occurred.

- Due to budget constraints, the City has omitted the replacement of any vehicles for the past 4 years.
- The police department has continued during this time to repair and renovate their existing vehicles and postpone the needed replacement to help solve budgeting problems.
- The budgeting process so far has involved estimating when a vehicle will need to be replaced, both currently and into the future, and including this replacement schedule in the city's capital improvement plan where we plan for and pay for capital asset items. This list is updated every year.

Not keeping pace with this program has led to excessive mileage on vehicles, which in turn has led to excessive maintenance/repair costs, as well as significant down time for the vehicles and for the officers. Officer safety is compromised when vehicles are unsafe to drive or are unreliable as an emergency vehicle; two of them being towed from calls during the last 6 months.

Replacement

Replacing a vehicle either too soon or too late, wastes money. Our goal is to analyze the costs associated with a vehicle and identifying the point when, on average, a vehicle is reasonably depreciated but not yet incurring significant maintenance costs. By replacing vehicles at this point, we can avoid escalating maintenance costs and optimize vehicle resale value. The three criteria that we consider when establishing the vehicle replacement schedule; vehicle mileage, age and use. Unfortunately over the last few years, we have not been able to replace vehicles as needed or scheduled due to budget issues.

Our goal is to provide a fiscally responsible vehicle replacement policy that will enable the City of Black Diamond to maximize vehicle utilization while maintaining a reliable fleet and provide for appropriate budgeting and planning into the future. This is a living document that will be modified and updated to reflect changes in our City's organizational climate, the changing needs, and changes in the automotive and equipment industry.

Our goal is to be good stewards of our citizen's money while providing safe and reliable vehicles for our officers in order to respond to calls for service.

Vehicle Maintenance and Repair

The Department currently utilizes Valley Automotive for our vehicle fleet maintenance and repairs. Firestone is also used for replacement of tires and related issues.

*****PLEASE SEE ATTACHED OUTLINE OF CURRENT MAINTENANCE-REPAIR COSTS ASSOCIATED WITH EACH VEHICLE**

CURRENT REPLACEMENT SCHEDULE

Yearly Mileage Est	2016	2017	2018	2019	2020	2021	2022
30 -Chatt	67,717	80,915	94,114	Replace	13,199	26,398	39,596
22-Lynch	121,854	Replace	10,618	21,236	31,854	42,472	53,090
24- Girias	73,597	80,396	87,195	93,994	100,793	Replace	6,799
23- Mart	96,500	103,000	Replace	6,500	13,000	19,500	26,000
27- Riepl	120,179	Replace	12,746	25,492	38,237	50,983	63,728
28- MacD	119,386	Replace	15,000	30,000	45,000	60,000	75,000
26- Kib	45,000	Replace-move to pool					
21-Pool	64,804						
25-Pool	82,858	93,858	104,858	111,585	Replace		
29-Tapec	88,005	101,637	115,270	Replace	13,633	27,266	40,898
					New Car-Officer		

****When reviewing the current replacement schedule it is important to note that this schedule only estimates one new vehicle that would need to be purchased if and when a new officer position is filled/hired.

HOW DO WE COMPARE LOCALLY??

Department	Year/ Mileage
Normandy Park	5 yrs/ 90,000
Medina	4-5/ 100,000
Issaquah	4 /65-70,000
Duvall	5 yrs/ 100,000
Pacific	5-6/ 80,000
Mercer Island	5 yrs

VEHICLE AND PURCHASE PRICE OPTIONS

The goal of our department is obtain the lowest possible price and the highest possible quality. We historically and currently purchase through the Washington State Requisition Site (state bid program). Below are the vehicles available and their BASE price only. They do not include the outfitting of the vehicle; equipment, cage, lights, siren, paint, graphics etc.

2017 Ford Police Interceptor Sedan, Front-Wheel Drive	2017	Ford	Columbia Ford	$22,897.00
2016 Chevrolet Impala	2016	Chevrolet	Bud Clary Chevrolet	$21,638.00
2016 Chevrolet Tahoe Police Pursuit Vehicle	2016	Chevrolet	Bud Clary Chevrolet	$35,918.43
2016 Charger Police RWD	2016	Dodge	Dwayne Lane's Chrysler Jeep Dodge	$22,865.00
2016 Ford Police Interceptor Utility/SUV AWD	2016	Ford	Columbia Ford	$26,587.00
2015 Chevrolet Caprice	2015	Chevrolet	Bud Clary Chevrolet	$26,030.00
2015 Charger Police RWD	2015	Dodge	Dwayne Lane's Chrysler Jeep Dodge	$23,985.00
2014 Charger Police RWD	2014	Dodge	Dwayne Lane's Chrysler Jeep Dodge	$22,740.00

Taking in to account numerous factors such as initial cost, reliability, fuel/mileage costs, interior room, storage, and safety, the Ford Interceptor AWD would be the best option for our department.

PURCHASE VS. FINANCED OPTION

The police department worked with our finance department to provide three options for the purchase of our patrol vehicles. The numbers below are assuming the purchase of 4 patrol cars.

Option #1 = PURCHASE

Option #2 = inter- fund loan from our city sewer (5 years)

Option #3 = WA. State lease/loan program (5 years)

#1 (PURCHASE)

The first option is to purchase the vehicle(s) off of the WA. State bid/contract. The approximate cost to purchase and outfit one patrol car is just under $40,000.

#2 (INTERNAL LOAN THROUGH THE CITY'S SEWER FUND)

This loan would be through the city's sewer fund. At an interest rate of .05% over a 5 year term, we would be paying approximately $2,400 in total interest over the life of the loan. Our yearly payment would be an estimated $32,481.60.

#3 LOAN OPTION THROUGH WA. STATE

This option is similar to the internal loan, except it is through the State of Washington. The estimated interest is 1.32% with a total yearly payment of $33,278.20; only slightly higher than the city's internal loan. Our finance department advised that this type of loan takes a significant amount of time and preparation every year and has numerous steps for pre-approval and a long timeline.

FUTURE PROJECTION

After reviewing this replacement program with finance, it was suggested that an initial purchase of 4 patrol cars be made using option #2, internal loan through the city's sewer fund. This is due to the fact that in 2017, 5 of our vehicles will be at or significantly over 100,000 miles. Also, as noted above, this does not take into account any new vehicle purchases that would result from hiring any new officers or filling our frozen positions.

Police Department L2

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 PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Capital Outlay	320,000	160,000		120,000			40,000
TOTAL COSTS	**320,000**	**160,000**		**120,000**			**40,000**
REQUESTED FUNDING							
REET 1	40,000						40,000
Internal Loan Program	280,000	160,000		120,000			
TOTAL SOURCES	**320,000**	**160,000**		**120,000**			**40,000**
Internal Loan Program							
At 1/2% for 5 years (REET1)	**235,267**		**32,480**	**32,480**	**56,769**	**56,769**	**56,769**

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:	**Agenda Date: December 15, 2016**	**AB16-077A**
Resolution confirming the Mayor's appointments to the Planning Commission Position #3	Mayor Carol Benson	X
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Andy Williamson	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): $	Police – Chief Kiblinger	
Fund Source: --	Public Works – Seth Boettcher	
Timeline:	Court – Stephanie Metcalf	

Agenda Placement: ☒ Mayor ☒ Two Councilmembers ☐ Committee Chair ☐ City Administrator

Attachments: Proposed Resolution; application

SUMMARY STATEMENT:

Councilmembers Deady and Edelman have placed this item on the agenda.

Staff advertised for the upcoming vacancy on the Planning Commission. Position No. 3 expires on December 31, 2016.

Staff received one application for the vacancy from current Planning Commission member Harvey Senecal. Mr. Senecal currently serves in this position.

Mayor Benson is seeking confirmation of her re-appointment of Harvey Senecal to the Black Diamond Planning Commission Position No. 3.

FISCAL NOTE (Finance Department): N/A

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 16-XXXX *(Clerk to assign number after adoption),* confirming the Mayor's Planning Commission re-appointment of Harvey Senecal to Position No. 3.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
December 1, 2016	Referred to Committee. 3-2 (Edelman, Deady)	
December 15, 2016		

RESOLUTION NO. 16-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON CONFIRMING THE MAYOR'S RE-APPOINTMENT TO THE PLANNING COMMISSION

WHEREAS, in accordance with Black Diamond Municipal Code 2.24.010, members of the Planning Commission shall be appointed by the Mayor and confirmed by the City Council; and

WHEREAS, this Resolution confirms the Mayor's re-appointment to the City of Black Diamond Planning Commission Position #3;

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

Section 1. That the Mayor's re-appointment of Harvey Senecal to the City of Black Diamond Planning Commission Position No. 3 is hereby confirmed; said term to expire on December 31, 2020.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 15TH DAY OF DECEMBER, 2016.

CITY OF BLACK DIAMOND:

_____

Carol Benson, Mayor

Attest:

_____

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND

Commission Application

Mailing Address: PO Box 599
Physical Address: 24301 Roberts Drive
Black Diamond, WA 98010
Phone: 360.886.5700 - Fax: 360.886.2592

Name: Harvey Senecal

Address: 24306 Roberts Dr.

Home Phone: [redacted] **Business Phone:** [redacted]

Email address: [redacted]

How long at Residence: 12 years **Best time to contact:** cell after 4:00 or at 11:00am

Commission desired: 1.) position 3

or 2.) position 7

Reason you are interested in serving: I believe the more we plan for our Cities future the more chance we have to end up with the City we want.

Previous community activities: planning commission

Applicable education, occupational, and specialized experience: as Facilities Manager for 2 different businesses in King Cardy over the years I know a well planned project has a much better success.

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community.

1.) Can you foresee possible conflicts of interest with any of your current employment or civic positions:

NO

2). When making these recommendations do you feel you could be impartial and base your decision on the overall need and benefit of the Community: yes

Are there any days or evenings you are unavailable to meet? Some Mondays and Thursdays

Signature: Harvey Senecal **Date:** 10/21/16

Please return completed form and any additional information to:
City of Black Diamond – Attn: City Clerk, 24301 Roberts Drive., PO Box 599, Black Diamond, WA 98010
For more information please call (360) 886-5700

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:

Resolution confirming the Mayor's appointments to the Planning Commission Position #5

Agenda Date: December 15, 2016 **AB16-078A**

Mayor Carol Benson	X
City Administrator	
City Attorney David Linehan	
City Clerk – Brenda L. Martinez	
Com Dev/Nat Res – Andy Williamson	
Finance – May Miller	
MDRT/Ec Dev – Andy Williamson	
Police – Chief Kiblinger	
Public Works – Seth Boettcher	
Court – Stephanie Metcalf	

Cost Impact (see also Fiscal Note): $

Fund Source: --

Timeline:

Agenda Placement: ☒ Mayor ☒ Two Councilmembers ☐ Committee Chair ☐ City Administrator

Attachments: Proposed Resolution; application

SUMMARY STATEMENT:

Councilmembers Deady and Edelman have placed this item on the agenda.

Staff advertised for the upcoming vacancy on the Planning Commission. Position No. 5 expires on December 31, 2016.

Staff received one application for the vacancy from current Planning Commission member Tom Ekberg. Mr. Ekberg currently serves in this position.

Mayor Benson is seeking confirmation of her re-appointment of Tom Ekberg to the Black Diamond Planning Commission Position No. 5.

FISCAL NOTE (Finance Department): N/A

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 16-XXXX *(Clerk to assign number after adoption),* confirming the Mayor's Planning Commission re-appointment of Tom Ekberg to Position No. 5.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
December 1, 2016	Referred to Committee. 3-2 (Edelman, Deady)	
December 15, 2016		

RESOLUTION NO. 16-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON CONFIRMING THE MAYOR'S RE-APPOINTMENT TO THE PLANNING COMMISSION

WHEREAS, in accordance with Black Diamond Municipal Code 2.24.010, members of the Planning Commission shall be appointed by the Mayor and confirmed by the City Council; and

WHEREAS, this Resolution confirms the Mayor's re-appointment to the City of Black Diamond Planning Commission Position #5;

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

Section 1. That the Mayor's re-appointment of Tom Ekberg to the City of Black Diamond Planning Commission Position No. 5 is hereby confirmed; said term to expire on December 31, 2020.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 15TH DAY OF DECEMBER, 2016.

CITY OF BLACK DIAMOND:

_____

Carol Benson, Mayor

Attest:

_____

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND

Commission Application

Mailing Address: PO Box 599
Physical Address: 24301 Roberts Drive
Black Diamond, WA 98010
Phone: 360.886.5700 - Fax: 360.886.2592

Name: Tom Ekberg

Address: 32214 Union Drive

Home Phone: [redacted] **Business Phone:** [redacted]

Email address: [redacted]

How long at Residence: 11 years **Best time to contact:** 4:30 p.m.

Commission desired: 1.) Planning

2.)

Reason you are interested in serving: I feel it is my civic duty to serve and give back to the city by providing guidance in my areas of expertise in addition to my general knowledge.

Previous community activities: City of Anna Technology Board

Completed term of position 5 for the Planning Commission of Black Diamond

Applicable education, occupational, and specialized experience: MBA with emphasis in Engineering, BS and MS in Computer Science, 7 years at University of Washington Medical Center, (over)

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community.

1.) Can you foresee possible conflicts of interest with any of your current employment or civic positions:

No

2). When making these recommendations do you feel you could be impartial and base your decision on the overall need and benefit of the Community: absolutely certain

Are there any days or evenings you are unavailable to meet? None

Signature: Tom Ekberg **Date:** October 31, 2016

Please return completed form and any additional information to:
City of Black Diamond – Attn: City Clerk, 24301 Roberts Drive., PO Box 599, Black Diamond, WA 98010
For more information please call (360) 886-5700

40 years in software development,
Develop complex database-based applications serving Laboratory Medicine department

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:

Resolution adopting 2017-2022 Capital Improvement Plan

Agenda Date: December 15, 2016 **AB16-072**

Mayor Carol Benson	
City Administrator	
City Attorney David Linehan	
City Clerk – Brenda L. Martinez	
Com Dev/Nat Res –	
Finance – May Miller	X
MDRT/Ec Dev – Andy Williamson	
Police – Chief Kiblinger	
Public Works – Seth Boettcher	
Court – Stephanie Metcalf	

Cost Impact (see also Fiscal Note):

Fund Source: --Various

Timeline: 2017-2022

Agenda Placement: ☒ Mayor ☒ Two Councilmembers ☐ Committee Chair ☐ City Administrator

Attachments: Resolution; 2017-2022 Capital Improvement Plan Document

SUMMARY STATEMENT:

Councilmembers Deady and Edelman have placed this item on the agenda.

The 2017-2022 update of the cities Capital Improvement Plan began on February 23, 2016, Departments developed detailed projects by updating previously scheduled projects or added new Capital Project. This includes projections over the next six hear including potential sources of Revenue for each project. The process included meetings with Mayor Benson and department directors.

Two workstudy meetings were held with council on August 25, 2016 and September 8, 2016 to review each project and source of funding, answer questions and receive comments or updates. Technical changes and additional projects were added as a result of requests by Council at the workstudy meetings. Public Hearing was also held on September 15, 2016 to receive public input. This resolution has been brought to council for adoption twice, the last time on November 17, 2016 continued until November 29, 2016. Both times Councilmembers Morgan, Pepper and Morgan voted No. Councilmembers Deady and Edelman have placed this item on the agenda for December 15, 2016.

The 2017-2022 Capital Improvement Plan needs to be adopted by Resolution, so departments can refer to this resolution number when they apply for grants noted in the document. This is a "plan" not a budget, The 2017 Capital projects will be reviewed again as part of the 2017 Budget process.

FISCAL NOTE (Finance Department): The 2017-2022 Capital Improvement Plan totals, $48,039,748 with 87% covering Public Works projects, 91% of that for Street and Water Capital Projects spanning the next six years.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. *(Clerk to assign number after adoption)* approving the 2017-2022 Capital Improvement Plan.**

RECORD OF COUNCIL ACTION		
Meeting Date	***Action***	***Vote***
November 17, 2016	No quorum – meeting continued to Nov 29	
November 29, 2016	Motion to pull from agenda. 3-2 (Edelman, Deady)	
December 15, 2016		

RESOLUTION NO. 16-xxxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY WASHINGTON, ADOPTING A CAPITAL IMPROVEMENT PLAN FOR THE YEARS 2017-2022

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

WHEREAS, the City's Capital Improvements Plan has been updated to address the current capital facilities needs and priorities of the City for the years 2017-2022; and

WHEREAS, the City Council has reviewed the 2017-2022 Capital Improvement Plan at their August 25, 2016 and September 8, 2016 Workstudy meetings; and

WHEREAS, the annual update is also annual supplemental information to the Capital Element portion of Black Diamond's Comp Plan for Transportation, Water, Sewer, Stormwater and other Capital Elements; and

WHEREAS, the City Council of the City of Black Diamond held a public hearing on the proposed 2017-2022 Capital Improvement Plan on September 15, 2016;

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

Section 1. The City Council does hereby approve the 2017 – 2022 Capital Improvements Plan, a copy of which is attached as Exhibit "A" and incorporated herein by reference.

ADOPTED by the City Council at an open meeting on the _____ day of _____ _____, 2016.

_____
Carol Benson, Mayor

Attest:

_____
Brenda L. Martinez, City Clerk

Exhibit A

City of Black Diamond, WA

Capital Improvement Program

2017 – 2022

October 6, 2016

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Capital Improvement Program (CIP) 2017-2022

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Overview of the Capital Improvement Program

What is the Capital Improvement Program?

The Capital Improvement Program (CIP) is a plan that lays out a six-year road map identifying present and future capital and infrastructure needs for the City. 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.

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 facility needs, and general facility capital needs and improvement.

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 grants, impact fees, public trust fund loans, Real Estate Excise Tax revenue (REET), capital reserves 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 addressed with the adoption of the CIP.

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 capacity adding transportation projects is equitably shared with developers. In Black Diamond, the developer of the MPD's is the primary funder and implementer of the capacity adding project to meet the needs of the growing community. The city is seeking grants to address those locations where there is existing deficiencies which are City responsibility.

- 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 facility improvements are primarily financed by grants, real estate excise taxes and developer contributions.

- Utilities The City provides water, sewer and stormwater utility services to residents and businesses. Capital Facilities include water sources, facilities, Reservoir, water lines, sewer treatment facilities, transmission systems and storm water detention facilities and culverts. Developers contribute to these projects, as growth requires infrastructure expansion. Utility fund reserves, grants, loans and Real Estate Excise Taxes also provide funding for utility capital projects 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 and technology. Funding for these capital projects largely comes from user fees, grants and some Real Estate Excise Taxes.

- General Capital The City is responsible for funding the construction and maintenance of general capital facilities such as city buildings, vehicles and technology. These costs are usually funded by bond issues, grants or Real Estate Excise Taxes.

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

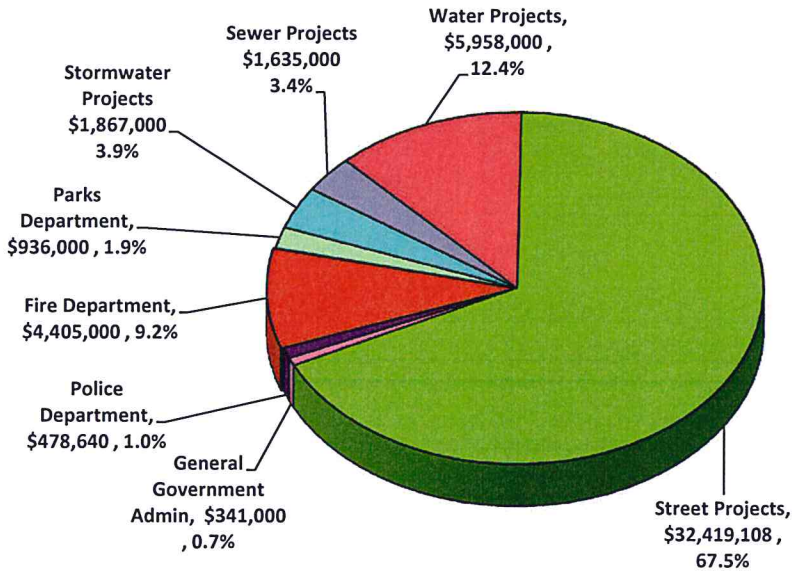
The Capital Improvement Plan is usually updated annually or every other year. Individual projects are submitted by department directors. They use a template provided by Finance staff. These requests include an update of current projects and projections on new projects and anticipated costs. Each project must have specific funding sources identified.

The Mayor, Finance Director and management meet to balance projects to available funding. Council workstudy sessions occur and a public hearing encourages public input. The proposed plan is then brought before Council for approval. This approved CIP then becomes an update and amendment to the capital facility portion of the City's Comprehensive Plan.

All Departments Summary

Capital Improvement Plan 2017 - 2022

	Total $ Project 2017 - 2022	2017	2018	2019	2020	2021	2022
Street Projects	32,419,108	7,528,108	3,851,000	3,810,000	6,660,000	9,100,000	1,470,000
Water Projects	5,958,000	530,000	2,514,000	371,000	623,000	870,000	1,050,000
Sewer Projects	1,635,000	160,000	367,000	82,000	422,000	92,000	512,000
Stormwater Projects	1,867,000	57,000	1,500,000	40,000	50,000	-	220,000
Parks Department	936,000	37,500	124,500	45,000	91,000	343,000	295,000
Fire Department	4,405,000	-	365,000	-	825,000	125,000	3,090,000
Police Department	478,640	184,320	34,320	145,000	25,000	25,000	65,000
General Government	341,000	92,000	50,000	80,000	30,000	59,000	30,000
TOTAL Projected Expenditures	$ 48,039,748	$ 8,588,928	$ 8,805,820	$ 4,573,000	$ 8,726,000	$10,614,000	$ 6,732,000



Street Department (Transportation Projects)

CAPITAL PROJECT SUMMARY

Summary by Project		Capital Plan 2017 - 2022						
Project Title		Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
T1	General Street Improvement	180,000	30,000	30,000	30,000	30,000	30,000	30,000
T2	Roberts Drive Road Improvements	1,158,108	1,158,108					
T3	New Arterial "Annexation Road"	2,900,000	2,900,000					
T4	Lake Sawyer Road Extension	1,800,000	1,800,000					
T5	224th Guardrail at Covington Creek	25,000		25,000				
T6	224th Ave SE Asphalt Overlay	300,000	300,000					
T7	Roberts Roundabout	7,770,000		210,000	2,090,000	5,470,000		
T8	Roberts Drive Rehabilitation Phase 2	170,000		170,000				
T9	232nd Ave Chip Seal	100,000	100,000					
T10	Downtown Public Parking	145,000			25,000	120,000		
T11	216th Ave SE Overlay	180,000			180,000			
T12	Lawson Street Phase 1	165,000			165,000			
T13	Grant Matching	240,000	40,000	40,000	40,000	40,000	40,000	40,000
T14	Lawson Street Sidewalk Phase 2	356,000		76,000	280,000			
T15	Pedestrian and Bicycle Study	30,000					30,000	
T16	Lawson Connector	3,200,000		3,200,000				
T17	Ravensdale - 169 Intersection	1,300,000	200,000	100,000	1,000,000			
T18	North Connector	1,000,000				1,000,000		
T19	Roberts Dr. Lake Sawyer Rd. Roundabout	1,000,000	1,000,000					
T20	Ravensdale - 169 Intersection - Permanent	8,000,000					8,000,000	
T21	Roberts Dr. Annex Road Intersection Imp.	1,000,000					1,000,000	
T22	216 Ave SE/288th Intersection Improvement	1,400,000						1,400,000
	TOTAL ESTIMATED COSTS	**32,419,108**	**7,528,108**	**3,851,000**	**3,810,000**	**6,660,000**	**9,100,000**	**1,470,000**
Funding Sources								
TIB, CDBG and Other Grants								
T2	Roberts Drive Road Improvements	1,079,867	1,079,867					
T6	224th Ave SE Asphalt Overlay	255,000	255,000					
T7	Roberts Roundabout	4,235,000			1,030,000	3,205,000		
T8	Roberts Drive Rehabilitation Phase 2	144,500		144,500				
T9	232nd Ave Chip Seal	90,000	90,000					
T10	Downtown Public Parking	108,000				108,000		
T11	216th Ave SE Overlay	153,000			153,000			
T12	Lawson Street Phase 1	148,500			148,500			
T14	Lawson Street Sidewalk Phase 2	315,000		55,000	260,000			
T15	Pedestrian and Bicycle Study	27,000					27,000	
T20	Ravensdale - 169 Intersection - Permanent	4,000,000					4,000,000	
		10,555,867	**1,424,867**	**199,500**	**1,591,500**	**3,313,000**	**4,027,000**	
Developer Funded/Impact Fees/SEPA								
T2	Roberts Drive Road Improvements	52,250	52,250					
T3	New Arterial "Annexation Road"	2,900,000	2,900,000					
T4	Lake Sawyer Road Extension	1,800,000	1,800,000					
T7	Roberts Roundabout	3,535,000		210,000	1,060,000	2,265,000		
T14	Lawson Street Sidewalk Phase 2	41,000		21,000	20,000			
T16	Lawson Connector	3,200,000		3,200,000				
T17	Ravensdale - 169 Intersection	1,300,000	200,000	100,000	1,000,000			
T18	North Connector	1,000,000				1,000,000		
T19	Roberts Dr. Lake Sawyer Rd. Roundabout	1,000,000	1,000,000					
T20	Ravensdale - 169 Intersection - Permanent	4,000,000					4,000,000	
T21	Roberts Dr. Annex Road Intersection Imp.	1,000,000					1,000,000	
T22	216 Ave SE/288th Intersection Improvement	1,400,000						1,400,000
	Total Developer/Impact/SEPA Funding	**21,228,250**	**5,952,250**	**3,531,000**	**2,080,000**	**3,265,000**	**5,000,000**	**1,400,000**

Street Department (Transportation Projects)

CAPITAL PROJECT SUMMARY

Summary by Funding, cont.		Capital Plan 2017 - 2022						
		Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
Real Estate Excise Tax 2 Funding or Grant Matching								
T1	General Street Improvement	180,000	30,000	30,000	30,000	30,000	30,000	30,000
T2	Roberts Drive Road Improvements	25,991	25,991					
T5	224th Guardrail at Covington Creek	25,000		25,000				
T6	224th Ave SE Asphalt Overlay	45,000	45,000					
T8	Roberts Drive Rehabilitation Phase 2	25,500		25,500				
T9	232nd Ave Chip Seal	10,000	10,000					
T10	Downtown Public Parking	37,000			25,000	12,000		
T11	216th Ave SE Overlay	27,000			27,000			
T12	Lawson Street Phase 1	16,500			16,500			
T13	Grant Matching	240,000	40,000	40,000	40,000	40,000	40,000	40,000
T15	Pedestrian and Bicycle Study	3,000					3,000	
	Total REET 2 Funding	**634,991**	**150,991**	**120,500**	**138,500**	**82,000**	**73,000**	**70,000**
	TOTAL ESTIMATED FUNDING SOURCES	**32,419,108**	**7,528,108**	**3,851,000**	**3,810,000**	**6,660,000**	**9,100,000**	**1,470,000**

Street Department T1

General Street Improvement 13.10

DESCRIPTION

Light Street Maintenance. 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.

BACKGROUND

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

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
Construction Costs	180,000	30,000	30,000	30,000	30,000	30,000	30,000
TOTAL COSTS	**180,000**	**30,000**	**30,000**	**30,000**	**30,000**	**30,000**	**30,000**
REQUESTED FUNDING							
Real Estate Excise Tax 2	180,000	30,000	30,000	30,000	30,000	30,000	30,000
TOTAL SOURCES	**180,000**	**30,000**	**30,000**	**30,000**	**30,000**	**30,000**	**30,000**

Street Department T2

Roberts Drive Improvements

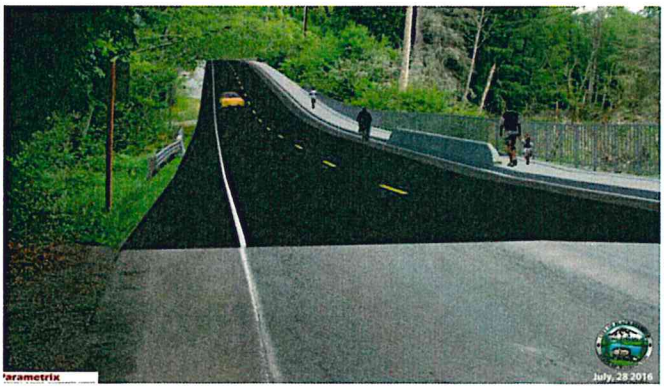
DESCRIPTION

Street Reconstruction. This project combines the Roberts Drive Bridge project and half of the Roberts Drive Roadway Rehab into a more complete roadway reconstruction with sidewalks on the south side, pavement overlay, bridge rehabilitation, stormwater improvements and street lights from 100 feet west of the Rock Creek Bridge to City Hall.

BACKGROUND

The City was successful in obtaining a Road Reconstruction Grant which was combined with a previous grant for one bigger project. The project was on hold to resolve utility and environmental issues but now looks on schedule to be under construction in the summer of 2017.

CAPITAL PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Construction Engineering	20,000	20,000					
Management & Administration	97,187	97,187					
Construction Costs	1,040,921	1,040,921					
TOTAL COSTS	**1,158,108**	**1,158,108**					
REQUESTED FUNDING							
Grants TIB	1,079,867	1,079,867					
Developer Mitigation	52,250	52,250					
Street Funds (REET 2)	20,226	20,226					
Grant Match	5,765	5,765					
TOTAL SOURCES	**1,158,108**	**1,158,108**					



Street Department T3

New Arterial "Annexation Road"

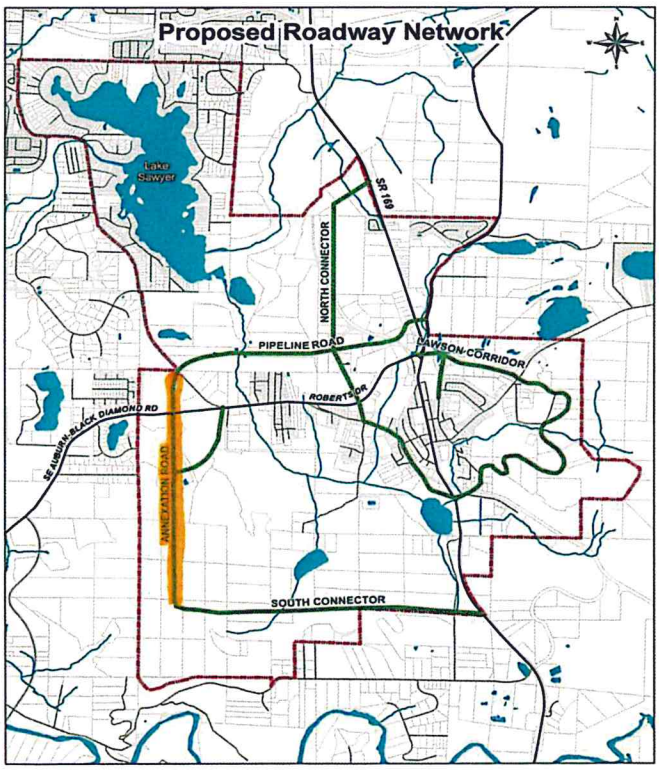
DESCRIPTION

Capacity Adding Project. This project provides a link from the initial phases of the Villages development to the City street network and a future link to the "pipeline" road.

BACKGROUND

This project is in keeping with the City's approved Future Street Network according to the City's comprehensive plan. This project is planned to be designed and constructed by the developer.

CAPITAL PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Design Engineering	500,000	500,000					
Construction Costs	2,400,000	2,400,000					
TOTAL COSTS	**2,900,000**	**2,900,000**					
REQUESTED FUNDING							
Developer Funded	2,900,000	2,900,000					
TOTAL SOURCES	**2,900,000**	**2,900,000**					



Street Department T4

Lake Sawyer Road Extension

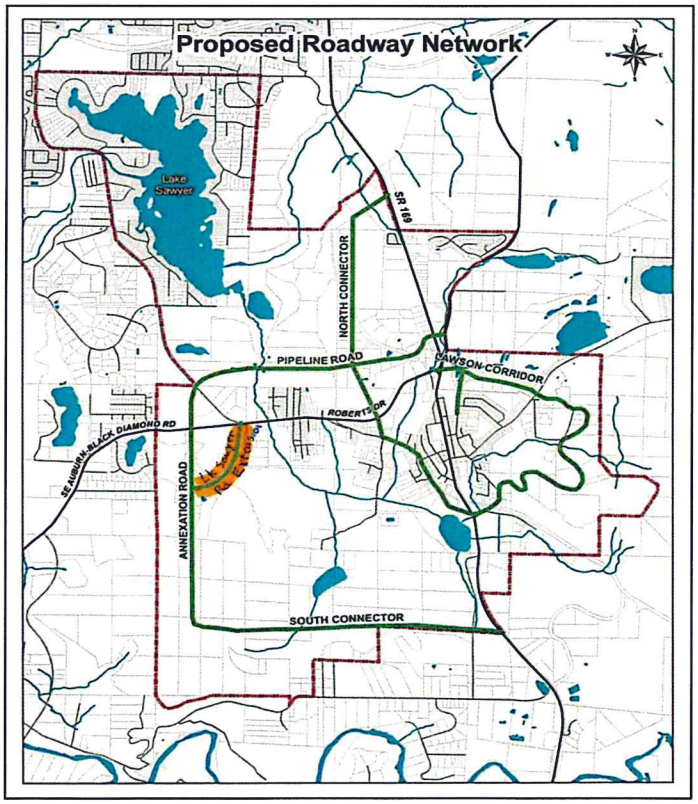
DESCRIPTION

Capacity Adding Project. This project provides a link from the initial phases of the Villages development to the City street network.

BACKGROUND

This project is in keeping with the City's approved Future Street Network according to the City's comprehensive plan. This project is planned to be designed and constructed by the developer.

CAPITAL PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Design Engineering	300,000	300,000					
Construction Costs	1,500,000	1,500,000					
TOTAL COSTS	**1,800,000**	**9,000,000**					
REQUESTED FUNDING							
Developer Funded	1,800,000	1,800,000					
TOTAL SOURCES	**1,800,000**	**1,800,000**					



Street Department T5

224th Guardrail @ Cov Creek

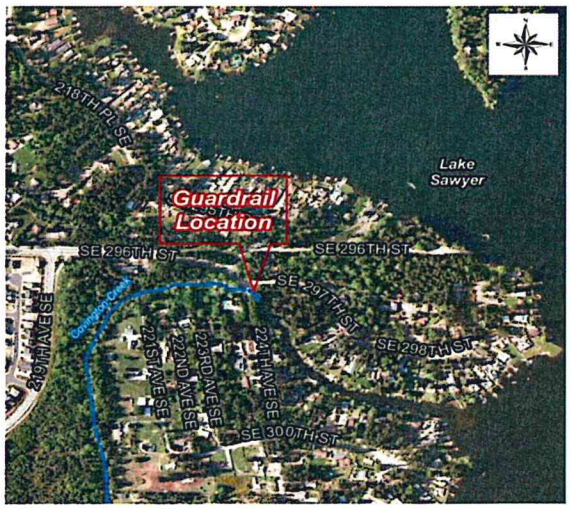
DESCRIPTION

Safety Project. This safety project is to install guard rail on both sides of the road at the Covington Creek culverts on 224th Ave SE. This project could be combined with the replacement of the stormwater Project Culvert Replacement at Covington Creek, D2.

BACKGROUND

Staff and the committee determined that guard rails at Covington Creek would provide a greater risk reduction for errant vehicles than the Abrams project was dropped and priorities shifted.

CAPITAL PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Management & Administration	2,500		2,500				
Construction Costs	22,500		22,500				
TOTAL COSTS	**125,000**		**25,000**				
REQUESTED FUNDING							
Real Estate Excise Tax 2	25,000		25,000				
TOTAL SOURCES	**25,000**		**25,000**				



Street Department T6

224th Ave SE Asphalt Overlay

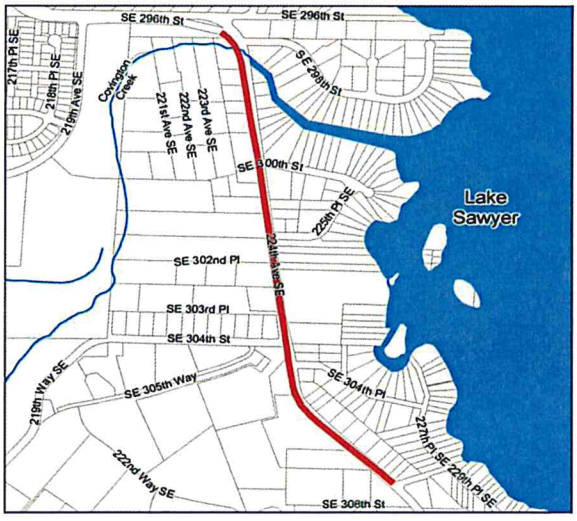
DESCRIPTION

Major Street Maintenance. Overlay 224th Ave SE from Covington Creek to 307th Place.

BACKGROUND

Public Works staff in cooperation with Maple Valley and Covington sealed the many cracks in 224th Ave SE in 2013 to preserve the integrity of the road until we could get a grant to overlay the street. The crack sealing has been effective in holding the street together and maintaining the pavement rating to stay in the TIB street preservation funding program.

CAPITAL PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Design Engineering	10,000	10,000					
Management & Administration	20,000	20,000					
Construction Costs	270,000	270,000					
TOTAL COSTS	**300,000**	**300,000**	-	-	-	-	
REQUESTED FUNDING							
Grants TIB	255,000	255,000					
Grant Match	45,000	45,000					
TOTAL SOURCES	**300,000**	**300,000**	-	-	-	-	-



Street Department T7

Roberts Roundabout 13.02

DESCRIPTION

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

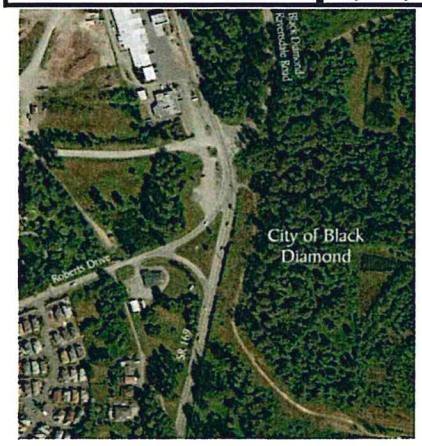
BACKGROUND

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 east bound motorists to turn left and west bound motorists on Ravensdale 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. However this project will be accomplished in phases as the City grows. If the City were able to secure adequate funding soon then the City could move forward with a comprehensive ultimate traffic solution for the Roberts Drive and Ravensdale intersections.

COMMENTS

The developer's initial mitigation improvements for this intersection will be realignment and signal improvements. As traffic grows and the needs increase the chances of receiving grant funding will improve. Once the preliminary engineering is complete the City will be prepared to begin applying for grants.

CAPITAL PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Land/Right of Way	300,000			300,000			
Preliminary Engineering	200,000		200,000				
Environ Engr & Permitting	300,000			300,000			
Construction Engineering	600,000				600,000		
Bid Documents	50,000			50,000			
Design Engineering	700,000			700,000			
Construction Costs	4,965,000			350,000	4,615,000		
Environ Mitigation	300,000			300,000			
Management / Admin	355,000		10,000	90,000	255,000		
TOTAL COSTS	**7,770,000**		**210,000**	**2,090,000**	**5,470,000**		
REQUESTED FUNDING							
Developer Funded	3,535,000		210,000	1,060,000	2,265,000		
Grants	4,235,000			1,030,000	3,205,000		
TOTAL SOURCES	**7,770,000**		**210,000**	**2,090,000**	**5,470,000**		



Street Department T8

Roberts Drive Rehabilitation Phase 2 14.02

DESCRIPTION

Major Street Maintenance from Morgan Street to the sidewalk end past the Library (1600 ft.). Patch and Replace concrete panels; Seal joints and cracks; Plane the concrete to a smooth surface; Widen shoulders.

BACKGROUND

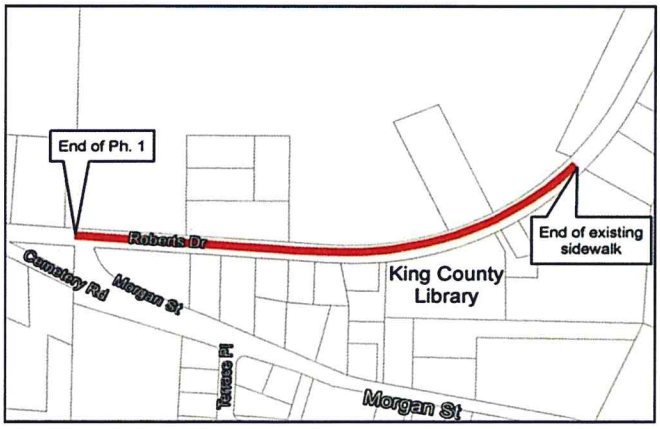
The concrete roadway is about 100 years old but needs repair work. This project is to repair and preserve the existing road.

COMMENTS

This section of Roberts Drive is in fair condition with some bad spots. Sidewalks curb and street lights have already been installed on a pedestrian grant. Going further east from this project would make more sense to go after total reconstruction funding and upgrade to urban standards.

CAPITAL PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Design & Bid Docs	35,000		35,000				
Management & Inspection	15,000		15,000				
Construction	120,000		120,000				
TOTAL COSTS	**170,000**		**170,000**				
REQUESTED FUNDING							
Grant Matching	25,500		25,500				
Grants	144,500		144,500				
TOTAL SOURCES	**170,000**		**170,000**				

End of library to City Hall



Street Department T9

232nd Ave. SE Chip Seal 14.03

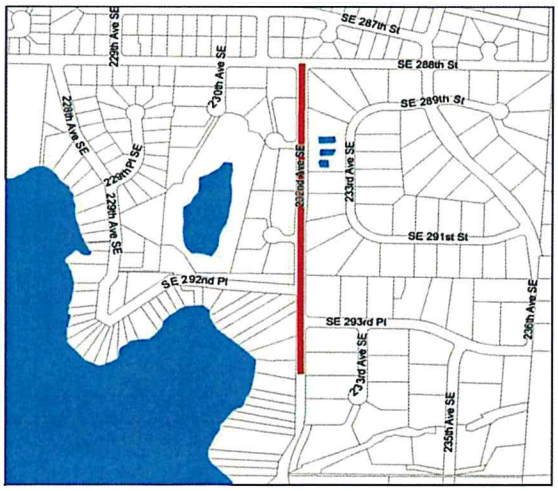
DESCRIPTION

Major Street Maintenance. Patch and Chip Seal 232nd Ave. SE from SE 288th Street to the back of the Pond at Greenbrier.

BACKGROUND

This section of roadway can be preserved by 7 to 10 years at one third of the cost of an overlay. A chip seal will help stretch the grant funding and help the City get ahead of the curve with deteriorating streets.

CAPITAL PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Design Engineering	10,000	10,000					
Management and Admin	10,000	10,000					
Construction	80,000	80,000					
TOTAL COSTS	**100,000**	**100,000**					
REQUESTED FUNDING							
Grants	90,000	90,000					
Grant Matching	10,000	10,000					
TOTAL SOURCES	**100,000**	**100,000**					



Street Department T10

Downtown Public Parking

DESCRIPTION

Develop additional public parking in the downtown area of Baker Street and Railroad Ave.

BACKGROUND

Most of the existing buildings in the Railroad Ave area were constructed without off street parking lots other than the Eagles Hall. This area is zoned "Town Center" which does not require off street parking with the development of the property. There currently is a deficiency in available parking to support the existing businesses. The cope of this project will be refined in the initial preliminary engineering phase. In the preliminary phase of this project the City will rebiew the cost and benefit of creating additional on street parking, expanginding the use of city owned right of way in the area, negotiating with owner of undeveloped property and / or purchasing additional property in the area.

CAPITAL PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Land/Right of Way	60,000				60,000		
Preliminary Engineering	10,000			10,000			
Design Engineering	10,000			10,000			
Management and Admin	5,000			5,000			
Construction	60,000				60,000		
TOTAL COSTS	**145,000**			**25,000**	**120,000**		
REQUESTED FUNDING							
Grants	108,000				108,000		
Real Estate Excise Tax 2	25,000			25,000			
Grant Matching	12,000				12,000		
Other (Specify)							
TOTAL SOURCES	**145,000**			**25,000**	**120,000**		

Street Department T11

216th Avenue SE Overlay

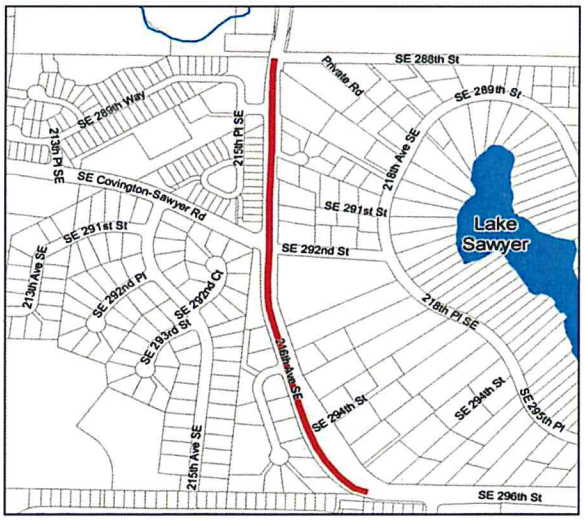
DESCRIPTION

Major Street Maintenance. Patch and overlay 216th Ave. SE from SE 288th St. to SE 296th St.

BACKGROUND

The pavement condition is average to poor. The roadway width and side improvements vary. The engineering, bid process, inspections and project management will be provided by City staff. This is a heavy traffic area project.

CAPITAL PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Engineering & Bid Docs	20,000			20,000			
Management & Admin	15,000			15,000			
Construction	145,000			145,000			
TOTAL COSTS	**180,000**			**180,000**			
REQUESTED FUNDING							
TIB Pavement Preservation	153,000			153,000			
Grant Matching	27,000			27,000			
TOTAL SOURCES	**180,000**			**180,000**			



Street Department T12

Lawson Street Ph. 1

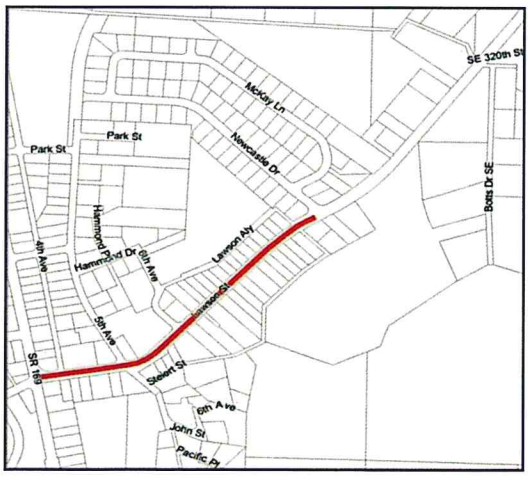
DESCRIPTION

Major Street Maintenance. Surface grinding; some panel replacement and shoulder widening from SR 169 to Newcastle Dr.

BACKGROUND

The pavement condition is average to poor. The roadway width is a little to narrow with no shoulders. The engineering, bid process, inspections and project management will be provided by City staff.

CAPITAL PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Engineering & Bid Docs	20,000			20,000			
Management & Admin	15,000			15,000			
Construction	130,000			130,000			
TOTAL COSTS	**165,000**			**165,000**			
REQUESTED FUNDING							
TIB Pavement Preservation	148,500			148,500			
Grant Matching	16,500			16,500			
TOTAL SOURCES	**165,000**			**165,000**			



Street Department T13

Grant Matching Fund 13.03

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 PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Funding to Match Grants	240,000	40,000	40,000	40,000	40,000	40,000	40,000
TOTAL COSTS	**240,000**	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**
REQUESTED FUNDING							
Real Estate Excise Tax 2	240,000	40,000	40,000	40,000	40,000	40,000	40,000
TOTAL SOURCES	**240,000**	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**

What is a matching grant?

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

Street Department T14

Lawson Street Sidewalk Phase 2 13.5

DESCRIPTION

Pedestrian Project. Construct 1015 feet of new 5 foot concrete sidewalk on the north side of Lawson Street to from Sixth Avenue to the east boundary of Lawson Hill Estates. This project does not include curb gutter or street widening.

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 2017 for funding in 2018 and 2019.

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	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Land/Right of Way	10,000		10,000				
Design Engineering	61,000		61,000				
Mgmt & Admin	15,000		5,000	10,000			
Construction Costs	270,000			270,000			
TOTAL COSTS	**356,000**		**76,000**	**280,000**			
REQUESTED FUNDING							
Safe Rt to School Grant	165,000		55,000	110,000			
TIB Pedestrian Grant	150,000			150,000			
Dev/Impact Fees/SEPA	41,000		21,000	20,000			
TOTAL SOURCES	**356,000**		**76,000**	**280,000**			

Street Department T15

Downtown Pedestrian and Bicycle Linkages Study

DESCRIPTION

Pedestrian Project: This study will identify the best routes for pedestrians and bicycles to connect to the north and south of the old downtown area and identify right of way acquisition if needed.

BACKGROUND

The existing right of way for the state route is inadequate for widening to accommodate additional lanes along with pedestrian and bicycles. The study will investigate various bypass routes and key connection points, and provide opportunities for public input. Once the City has approved a pedestrian and bicycle plan for the downtown area the City will be in a better position to seek funding for these important alternative mode connections.

CAPITAL PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Preliminary Engineering	10,000					10,000	
Design Engineering	20,000					20,000	
TOTAL COSTS	**30,000**					**30,000**	
REQUESTED FUNDING							
Grant Match	3,000					3,000	
Pedestrian Grant	27,000					27,000	
TOTAL SOURCES	**30,000**					**30,000**	

Street Department T16

Lawson Connector

DESCRIPTION

Capacity Adding Project. This project provides a new connection from East Black Diamond to SR 169 west of the narrow section of through old downtown. The new road will primarily serve the Lawson Hills Master Planned Development.

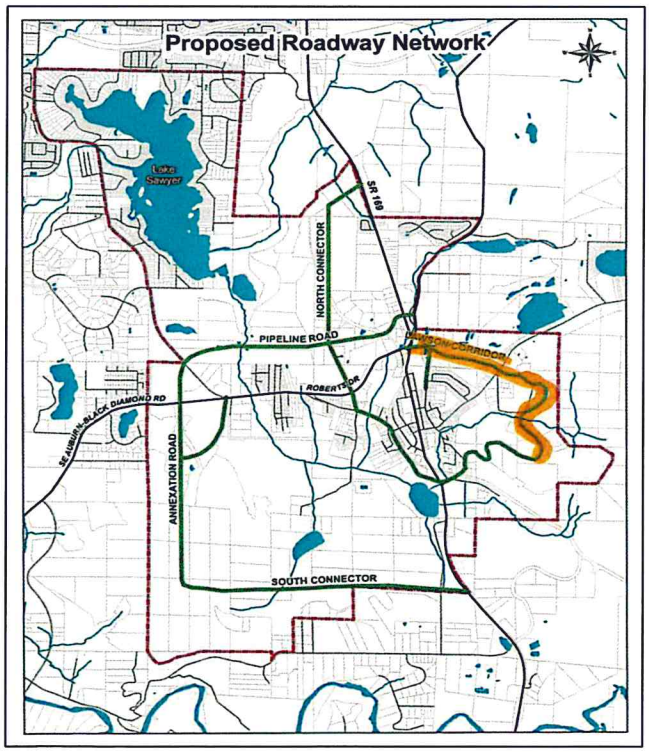
BACKGROUND

This important additional street connection will help distribute traffic and increase local capacity as well as preserve the existing capacity on Lawson street and the downtown corridor on SR 169. This project was added to the future street network planning in the 2009 comprehensive plan update.

COMMENTS

The timing of this project is tied to the Lawson Hills MPD initial phases. This project is planned to be designed and constructed by the developer.

CAPITAL PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Design Engineering	600,000		600,000				
Construction Costs	2,600,000		2,600,000				
TOTAL COSTS	**3,200,000**		**3,200,000**				
REQUESTED FUNDING							
Developer Funded	3,200,000		3,200,000				
TOTAL SOURCES	**3,200,000**		**3,200,000**				



Street Department T17

BD-Ravensdale Rd/Roberts Drive /SR 169 Interim Intersection Improve.

DESCRIPTION

Capacity Adding Project. This project will meet existing Level of Service deficiency, near term future capacity needs and address safety issues at these two intersections.

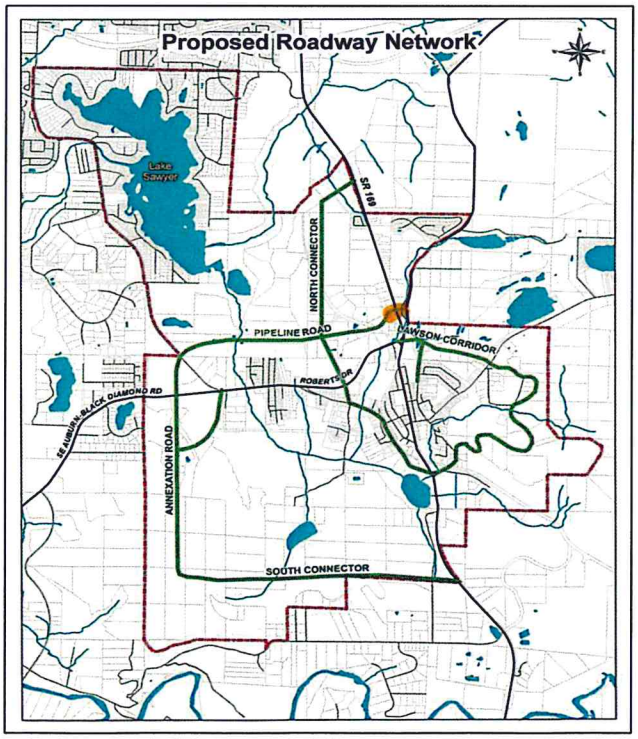
BACKGROUND

If the City is able to obtain significant grant funding in the next couple of years (once the population exceeds 5,000), the City may be able to move forward with a better long term comprehensive solution for these two intersections. This initial interim project does not replace the ultimate plan for these intersections but it will give the City more time to obtain the funding for a more comprehensive solution.

COMMENTS

This project is planned to be designed and constructed by the developer.

CAPITAL PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Design Engineering	200,000	200,000					
Management & Administration	100,000		100,000				
Construction Costs	1,000,000			1,000,000			
TOTAL COSTS	**1,300,000**	**200,000**	**100,000**	**1,000,000**			
REQUESTED FUNDING							
Developer Funded	1,300,000	200,000	100,000	1,000,000			
TOTAL SOURCES	**1,300,000**	**200,000**	**100,000**	**1,000,000**			



Street Department T18

North Connector

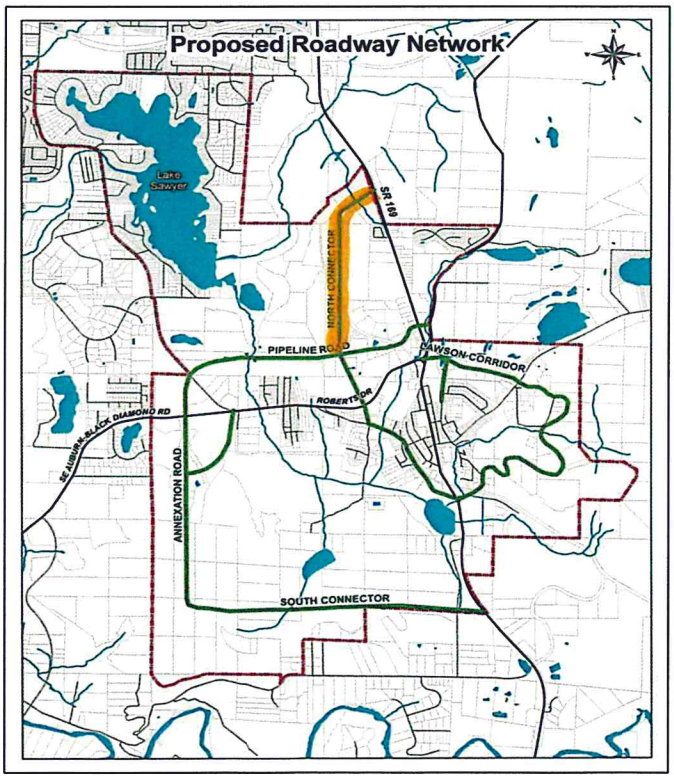
DESCRIPTION

Capacity Adding Project. This project provides a link from the North Triangle area of Lawson Hill MPD and the Villages MPD to SR 169 and a future link to the "pipeline" road.

BACKGROUND

This project is consistent with the City's Future Road Network Plan in the City's Comprehensive Plan

CAPITAL PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Design Engineering	225,000				225,000		
Construction Costs	775,000				775,000		
TOTAL COSTS	**1,000,000**				**1,000,000**		
REQUESTED FUNDING							
Developer Funded	1,000,000				1,000,000		
TOTAL SOURCES	**1,000,000**				**1,000,000**		



Street Department T19

Roberts Dr/Lake Sawyer Rd Extension Roundabout

DESCRIPTION

Capacity Adding Project. This project will provide intersection capacity as needed for the Villages MPD.

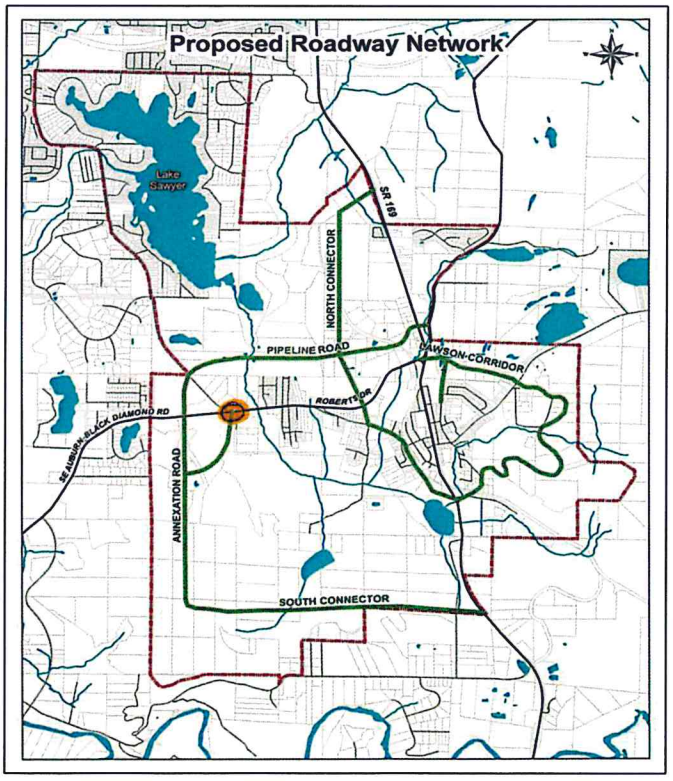
BACKGROUND

This project is consistent with the City's Future Road Network Plan in the City's Comprehensive Plan

COMMENTS

This project is planned to be designed and constructed by the developer.

CAPITAL PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Design Engineering	225,000	225,000					
Construction Costs	775,000	775,000					
TOTAL COSTS	**1,000,000**	**1,000,000**					
REQUESTED FUNDING							
Developer funded	1,000,000	1,000,000					
TOTAL SOURCES	**1,000,000**	**1,000,000**					



Street Department T20

BD-Ravensdale Rd/SR 169 Permanent Intersection Imp.

DESCRIPTION

Capacity Adding Project. This project realigns Ravensdale Road further to the north providing a functional distance between the next major intersection to the south (Roberts Drive) The intersection capacity will be increased by either a larger signalized intersection or a roundabout. Road right of way will need to be acquired.

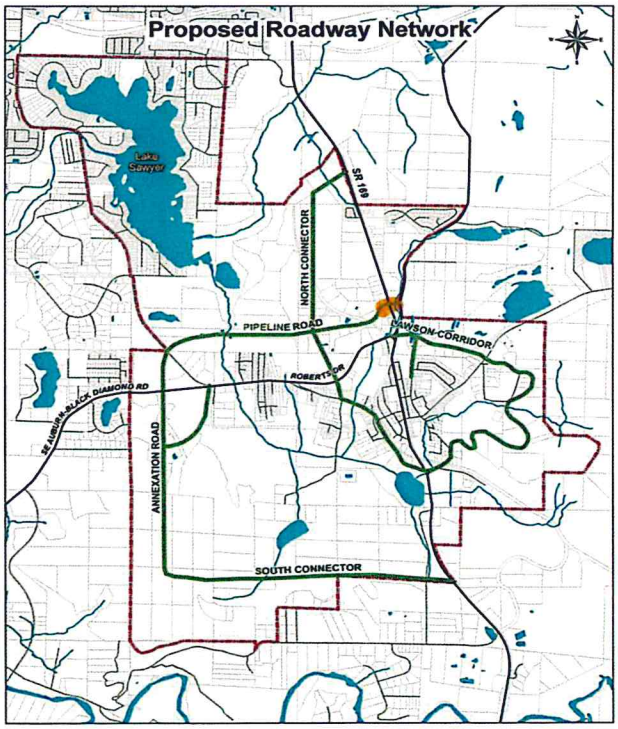
BACKGROUND

This project is in keeping with the City's adopted Future Roadway Network as part of the City's Comprehensive Plan. Once the City is over 5000 in population, the City will be eligible for larger grants for larger projects such as this.

COMMENTS

This project is planned to be designed and constructed by the developer.

CAPITAL PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Design Engineering	1,500,000					1,500,000	
Construction Costs	6,500,000					6,500,000	
TOTAL COSTS	**8,000,000**					**8,000,000**	
REQUESTED FUNDING							
Developer Funded	4,000,000					4,000,000	
TIB Federal Grant Matching	4,000,000					4,000,000	
TOTAL SOURCES	**8,000,000**					**8,000,000**	



Street Department T21

Roberts Dr/Annexation Road Intersection Improvements

DESCRIPTION

Capacity Adding Project. This project will provide intersection capacity to serve the Villages MPD.

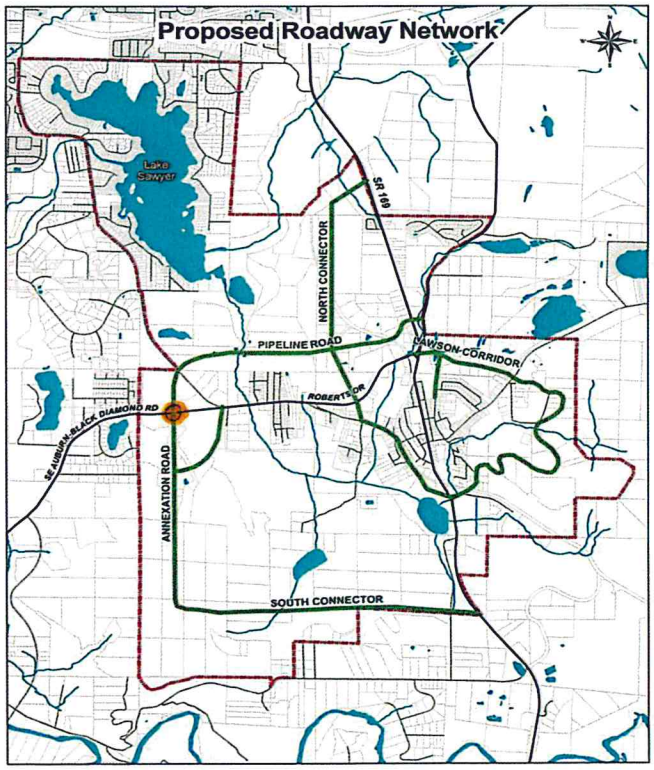
BACKGROUND

This project is consistent with the City's Comprehensive Plan and the Future Road Network plan therein.

COMMENTS

This project is planned to be designed and constructed by the developer.

CAPITAL PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Design Engineering	250,000					250,000	
Construction Costs	750,000					750,000	
TOTAL COSTS	**1,000,000**					**1,000,000**	
REQUESTED FUNDING							
Developer Funded	1,000,000					1,000,000	
TOTAL SOURCES	**1,000,000**					**1,000,000**	



Street Department T22

216th Ave SE/SE 288th St Intersection Improvements

DESCRIPTION

Capacity Adding Project. This project will provide intersection capacity for growth within the City of Black Diamond.

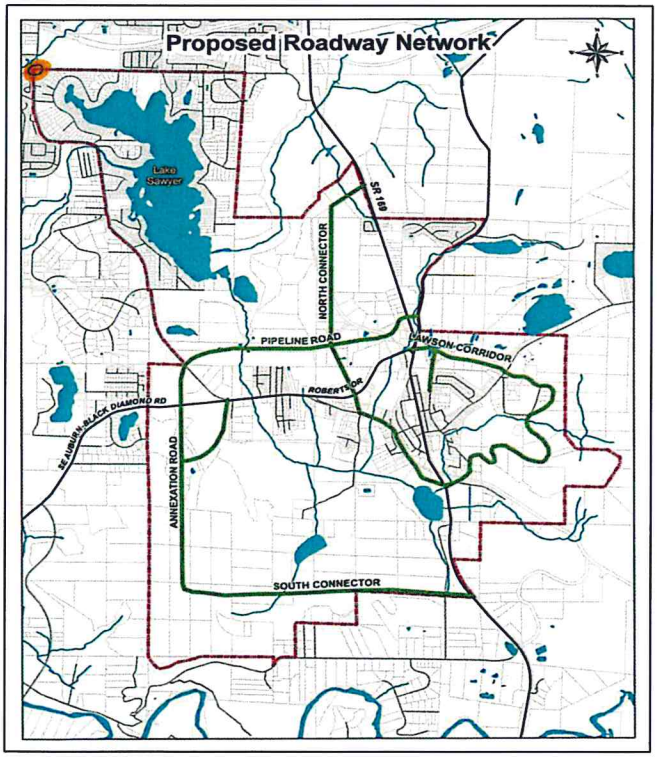
BACKGROUND

This project is consistent with the City's Comprehensive Plan and the Future Road Network Plan therein.

COMMENTS

This project is planned to be designed and constructed by the developer.

CAPITAL PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Design Engineering	300,000						300,000
Construction Costs	1,100,000						1,100,000
TOTAL COSTS	**1,400,000**						**1,400,000**
REQUESTED FUNDING							
Developer Funded	1,400,000						1,400,000
TOTAL SOURCES	**1,400,000**						**1,400,000**



Water Department

CAPITAL PROJECT SUMMARY

Summary by Project	Capital Plan 2017 - 2022						
Project Title	**Total $ 2017 - 2022**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**
W1 4.3 Mil Gal Tank Maintenance and Repair	30,000	30,000					
W2 Springs & Transmission Reconstruction	2,956,000	465,000	2,491,000				
W3 Water Comprehensive Plan Update	30,000	30,000					
W4 Salmon Enhancement & Green Energy	1,392,000			77,000	55,000	210,000	1,050,000
W5 Asbestos Water Main Replacement Prgm	535,000	5,000	3,000	99,000	428,000		
W6 0.5 MG Water Reservoir Recoat	215,000		20,000	195,000			
W7 Fire Flow Loop - North Commercial Area	800,000				140,000	660,000	
TOTAL ESTIMATED COSTS	**5,958,000**	**530,000**	**2,514,000**	**371,000**	**623,000**	**870,000**	**1,050,000**
Funding Sources							
Water Reserves and Rates							
W1 4.3 Mil Gal Tank Maintenance and Repair	30,000	30,000					
W3 Water Comprehensive Plan Update	30,000	30,000					
W5 Asbestos Water Main Replacement Prgm	59,000	5,000	3,000	9,000	42,000		
W7 Fire Flow Loop - North Commercial Area	400,000				70,000	330,000	
Total Water Reserves & Rates	**519,000**	**65,000**	**3,000**	**9,000**	**112,000**	**330,000**	
Water System & Facilities Funding Agmt (WSFFA)							
W2 Springs & Transmission Reconstruction	2,956,000	465,000	2,491,000				
Total WSFFA Funds	**2,956,000**	**465,000**	**2,491,000**				
Grant Funding							
W4 Salmon Mitigation (Salmon Enhancement)	540,000						540,000
W4 Green Energy (Salmon Enhancement)	550,000				40,000		510,000
W5 CDBG Grant (Asbestos Replacement Prgm)	476,000			90,000	386,000		
Total Grant Funding	**1,566,000**			**90,000**	**426,000**		**1,050,000**
Loans							
W4 PWTF Loan (Salmon Enhancement)	302,000			77,000	15,000	210,000	
W6 PWTF Loan (0.5 MG Water Reservoir Recoat)	215,000		20,000	195,000			
Total PWTF Loan	**517,000**		**20,000**	**272,000**	**15,000**	**210,000**	
Developer Funding							
W7 Fire Flow Loop - North Commercial Area	400,000				70,000	330,000	
Total Developer Funding	**400,000**				**70,000**	**330,000**	
TOTAL ESTIMATED FUNDING SOURCES	**5,958,000**	**530,000**	**2,514,000**	**371,000**	**623,000**	**870,000**	**1,050,000**

Water Department W1

4.3 Mil Gal Tank Maintenance & Repairs 14.11

DESCRIPTION

The 4.3 million gallon water tank will be 10 years old in 2016. The tank will need be drained and any and all spots of corrosion or paint damage will need to be spot treated to help preserve the over all inside and exterior coatings.

COMMENTS

This project while it is a maintenance project does extend the life of the coating by about 5 to 10 years and therefore is included in this Capital Improvement Plan

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
Water Tank Maintenance	30,000	30,000					
TOTAL COSTS	**30,000**	**30,000**					
REQUESTED FUNDING							
Water Rates	30,000	30,000					
TOTAL SOURCES	**30,000**	**30,000**					

Newly constructed

August 2016

Water Department W2

Springs & Transmission Reconstruction (WSFFA) 13.06

DESCRIPTION

The concept to rehabilitate the City's water source has shifted from A (trying to protect and rehabilitate the existing open springs, replacing pipes over the steep slope, and reconstructing the river crossing) to B (tapping an artesian spring on the north side of the river, changing the water right point of withdrawal, and securing an easement from State Parks. Common to both options are a new pumping system, an updated chlorine system, and replacing the transmission main back to Black Diamond.

BACKGROUND

In late 2013, the City contracted with RH2 to study and compare two alternative concepts to improve and redevelop the springs to full water right capacity. The Springs Alternative Analysis Study recommended that the City pursue tapping an artesian spring on the north side of the river rather than reconstructing the more vulnerable and more complicated spring collection system on the south side. City staff and the Public Works Committee and Council at a CIP workshop agreed with this recommendation because of the lower maintenance, higher reliability, lower risks to employees, and a better protected water supply.

COMMENTS

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

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
Easement/water right transfer	300,000	150,000	150,000				
Road/bldg imp.	30,000		30,000				
Preliminary Engineering	80,000	80,000					
Design Engineering	180,000	180,000					
Management / Admin	105,000	55,000	50,000				
Construction Costs	2,251,000		2,251,000				
Legal Fees	10,000		10,000				
TOTAL COSTS	**2,956,000**	**465,000**	**2,491,000**				
REQUESTED FUNDING							
Water Supply & Fac. Fnd Agrmt.	2,956,000	465,000	2,491,000				
TOTAL SOURCES	**2,956,000**	**465,000**	**2,491,000**				

Water Department W3

Water Comprehensive Plan Update 14.12

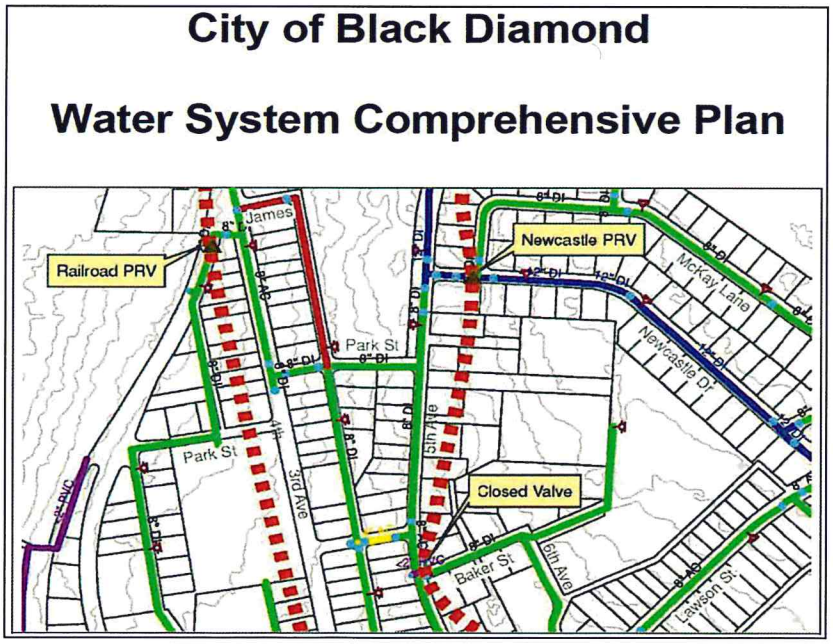
DESCRIPTION

The Department of Health requires an update of the Water Comprehensive Plan every 6 years. The City was due to update the Water Comprehensive Plan in 2015.

COMMENTS

The Public Works Department work load and staffing level has held up the update the Water Comprehensive Plan. A portion of the work was intended to be done in house with assistance from an outside consultant for water system modeling and system mapping. The City staff also needs time to guide and direct the planning effort.

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
Management / Administration	5,000	5,000					
In house engineering	5,000	5,000					
Public hearings/edits/approval	20,000	20,000					
TOTAL COSTS	**30,000**	**30,000**					
REQUESTED FUNDING							
Water Reserves and Rates	30,000	30,000					
TOTAL SOURCES	**30,000**	**30,000**					



Water Department W4

Salmon Enhancement & Green Energy 14.09

DESCRIPTION

Replace the turbine, with a new larger turbine, electrical generator and connections to the power grid. The inlet pipe and spring overflow pipes needs to be replaced and upsized. The outlet discharge pipe needs to be replaced.

BACKGROUND

This project will provide a source of green energy, prevent south bank erosion, reduce the risk of landslides into the Green River, reduce turbidity in the Green River and protect the stability of the springs collection sites. The City hopes to partner with an environmental group or a local tribe for the construction of a salmon spawning bed with the cool clean discharge water from the power generation.

COMMENTS

The City is considering a simpler, easier to maintain water source on the north side of the Green River. See project W1. The transfer of the springs water right to an artesian spring on the north side of the river separates the need for the turbine pumping of south spring water across the river and therefore separates the obligation from the Water Supply and Facilities Funding Partners. However the benefit to the City of potentially generating revenue to keep water rates down and producing clean green power is still available to the City. The possibility of grant funding for the project looks very strong. If debt is incurred it will be repaid by energy savings.

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
Preliminary Engineering	70,000			70,000			
Permit and Partnership Dev	50,000				50,000		
Engineering	200,000					200,000	
Project Management	72,000			7,000	5,000	10,000	50,000
Construction Costs	1,000,000						1,000,000
TOTAL COSTS	**1,392,000**			**77,000**	**55,000**	**210,000**	**1,050,000**
REQUESTED FUNDING							
Grant Funding							
Grant (Salmon mitigation)	540,000						540,000
Grant (Green Energy)	550,000				40,000		510,000
Total Grant Funding							
Loans							
PWTF Loan	302,000			77,000	15,000	210,000	
TOTAL SOURCES	**1,392,000**			**77,000**	**55,000**	**210,000**	**1,050,000**

Water Department W5

Asbestos Water Main Replacement Program 17.13

DESCRIPTION

Replace 4 inch and 6 inch asbestos water main on Morgan Drive from Roberts Drive to the north end of Morgan Drive, east to Union and then south 350 feet to the existing ductile iron pipe. 1600 feet.

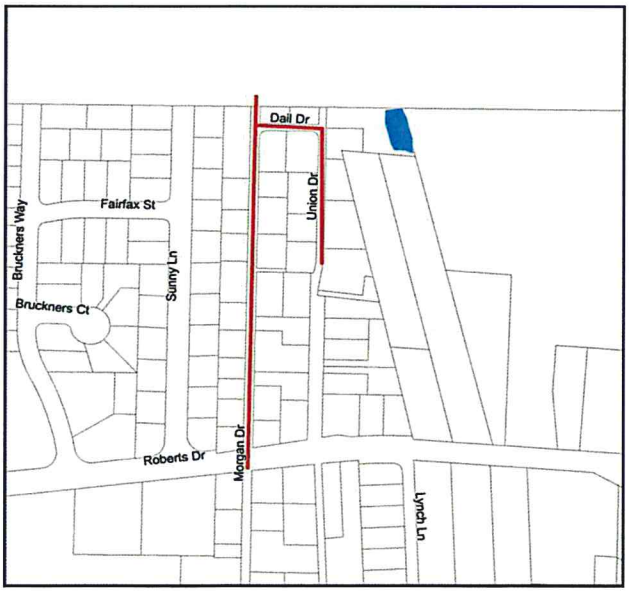
BACKGROUND

This project will improve fire flows to the Morganville area and replace substandard pipe that is nearing its useful performance life. An income survey will be required to determine eligibility for Community Development Block Grant Funding.

COMMENTS

Further future study of the existing asbestos water mains may show that a different asbestos water main should be replaced than this particular water main. Leak history, street reconstruction projects, pavement condition, developer improvements and asbestos pipe strength tests may change the priority of the asbestos pipe to be replaced.

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
Income survey/ CDBG application	8,000	5,000	3,000				
Preliminary Engineering	20,000			20,000			
Engineering, Design, Bid Docs	70,000			70,000			
Management / Administration	19,000			9,000	10,000		
Construction	380,000				380,000		
Contingency	38,000				38,000		
TOTAL COSTS	**535,000**	**5,000**	**3,000**	**99,000**	**428,000**		
REQUESTED FUNDING							
KC CDBG Grant	476,000			90,000	386,000		
REET or Grant Matching Funds	59,000	5,000	3,000	9,000	42,000		
TOTAL SOURCES	**535,000**	**5,000**	**3,000**	**99,000**	**428,000**		



Water Department W6

0.5 MG Water Reservoir Recoat

DESCRIPTION Repaint the 0.5 MG reservoir inside and out.

BACKGROUND The City drained and inspected the interior of the water tank in 2015. The interior coating has deteriorated to a point where total replacement is needed. If the developer were to move forward with development above this reservoir, it would be cheaper with lower operational cost to rebuild the storage capacity up above with the new reservoir that will be needed at a higher elevation. However the lower reservoir would need to last until the higher one is built.

COMMENTS This project has been deferred to 2019. In 2018 The City will reassess the tank condition, and the development schedule and make a decision to defer the project for a few more years or move forward and paint the tank and preserve it. If the City makes a decision to move forward the staff should seek PWTF loan if available.

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
Design Engineering & Bid Docs	20,000		20,000				
Specialty Inspection	10,000			10,000			
Tank Painting	180,000			180,000			
Project Management	5,000			5,000			
TOTAL COSTS	**215,000**		**20,000**	**195,000**			
REQUESTED FUNDING							
PWTF Loan or other	215,000		20,000	195,000			
TOTAL SOURCES	**215,000**		**20,000**	**195,000**			

Water Department W7

Fire Flow Loop - North Commercial Area 13.08

DESCRIPTION

Replace 200 feet of 4 inch asbestos concrete with 12 inch ductile iron water main across SR 169 at the power substation; Complete a 750 foot 12 inch ductile iron water main loop from Cedar Brook Mobile Home Park to the 6 inch asbestos water main behind Boots Tavern. Replace 1200 feet of 8 inch asbestos water main on the west side of SR 169 from Ravensdale Road north to the existing 12 inch ductile iron water main. 2150 feet of 12 inch water in total.

BACKGROUND

This is a capacity and system reliability project. Other commercial properties development along SR-169 may also be contributing or constructing portions of this project, if required through SEPA. This project can easily be phased if funding is short.

COMMENTS

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 existing city system. If OakPointe commercial development in the North Triangle moves forward, the water line looping required for that new development will provide an outside loop for this area and therefore lower the priority of the project. The pipe replacement issues however would remain.

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
Management / Administration	30,000				30,000		
Permitting, easements, legal	30,000				30,000		
Engineering	80,000				80,000		
Construction Costs	660,000					660,000	
TOTAL COSTS	**800,000**				**140,000**	**660,000**	
REQUESTED FUNDING							
Water Fund Reserves	400,000				70,000	330,000	
Developer Mitigation	400,000				70,000	330,000	
TOTAL SOURCES	**800,000**				**140,000**	**660,000**	

Sewer Department
CAPITAL PROJECT SUMMARY

Summary By Project	Capital Plan 2017 - 2022						
Project Title	**Total $ 2017 - 2022**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**
S1 Upgrade Utility Staff Facilities	59,000	59,000					
S2 Infiltration and Inflow Reduction	150,000	25,000	25,000	25,000	25,000	25,000	25,000
S3 Cedarbrook Sewer Main	330,000	35,000	295,000				
S4 Materials Handling Facility	360,000			10,000	350,000		
S5 Morganville Force Main Reroute	460,000					20,000	440,000
S6 Equipment Replacement	282,000	47,000	47,000	47,000	47,000	47,000	47,000
TOTAL ESTIMATED COSTS	**1,641,000**	**166,000**	**367,000**	**82,000**	**422,000**	**92,000**	**512,000**
Funding Sources							
PWTF Loan Funding							
S3 Cedarbrook Sewer Main	330,000	35,000	295,000				
S5 Morganville Force Main Reroute	440,000						440,000
Total PWTF Funding	**770,000**	**35,000**	**295,000**				**440,000**
Grants							
S4 Materials Handling Facility	300,000				300,000		
Total Grants	**300,000**				**300,000**		
Sewer Reserves							
S1 Upgrade Utility Staff Facilities	29,000	29,000					
S2 Infiltration and Inflow Reduction	150,000	25,000	25,000	25,000	25,000	25,000	25,000
S4 Materials Handling Facility	12,000			2,000	10,000		
S5 Morganville Force Main Reroute	20,000					20,000	
S6 Equipment Replacement	60,000	10,000	10,000	10,000	10,000	10,000	10,000
Total Sewer Reserves	**271,000**	**64,000**	**35,000**	**37,000**	**45,000**	**55,000**	**35,000**
Contributions from other Departments							
S1 Upgrade Utility Staff Facilities	30,000	30,000					
S4 Materials Handling Facility	48,000			8,000	40,000		
S6 Equipment Replacement	222,000	37,000	37,000	37,000	37,000	37,000	37,000
Total Contributions from Other Departments	**300,000**	**67,000**	**37,000**	**45,000**	**77,000**	**37,000**	**37,000**
TOTAL ESTIMATED FUNDING SOURCES	**1,641,000**	**166,000**	**367,000**	**82,000**	**422,000**	**92,000**	**512,000**
DEBT SERVICE							
S3 Cedarbrook Sewer Main	69,270		13,854	13,854	13,854	13,854	13,854
TOTAL DEBT SERVICE	**69,270**		**13,854**	**13,854**	**13,854**	**13,854**	**13,854**

Sewer Department S1

Upgrade Facilities Staff Facility

DESCRIPTION

Provide locker room, boot / rain / safety gear room, shower and cleanup facility. Install security fencing around the facility with automated gates.

BACKGROUND

Staff has one small bathroom that is too small to change clothes, needs more room for gear storage, need a place to wash down when they get too muddy or contaminated from various materials in the course of their work. This project is being charged primarily to sewer as the need to shower and clean up is usually related to sewer work. The other major need is for fencing around the Public Works Facility for safety and security reasons.

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
In house design & permitting	1,000	1,000					
Remodel costs	14,000	14,000					
Fencing costs	39,000	39,000					
Management / Administration	5,000	5,000					
TOTAL COSTS	**59,000**	**59,000**					
REQUESTED FUNDING							
Water Department	10,000	10,000					
Street Department	10,000	10,000					
Stormwater Department	10,000	10,000					
Sewer Funds.	29,000	29,000					
TOTAL SOURCES	**59,000**	**59,000**					

Sewer Department S2

Infiltration and Inflow Reduction Program 13.10

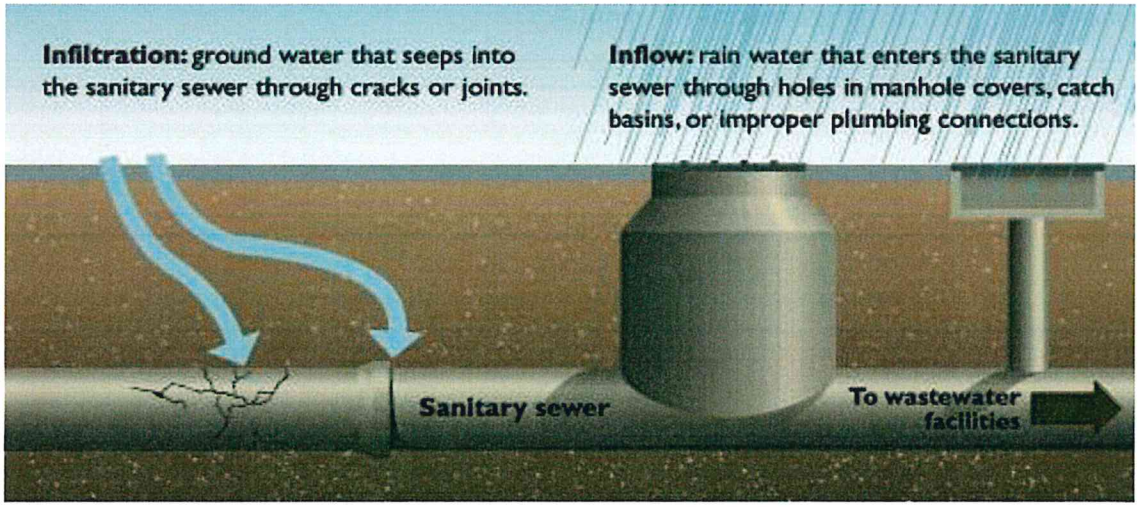
DESCRIPTION

This project funds any activities that reduce infiltration of groundwater or inflow of stormwater into the sewer system 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. The City will continue to monitor the expense and effectiveness of this program.

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
Management / Administration	30,000	5,000	5,000	5,000	5,000	5,000	5,000
Design & Construction	120,000	20,000	20,000	20,000	20,000	20,000	20,000
TOTAL COSTS	**150,000**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**
REQUESTED FUNDING							
Sewer Reserve	150,000	25,000	25,000	25,000	25,000	25,000	25,000
TOTAL SOURCES	**150,000**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**



Sewer Department S3

Cedarbrook Sewer Main 13.11

DESCRIPTION

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

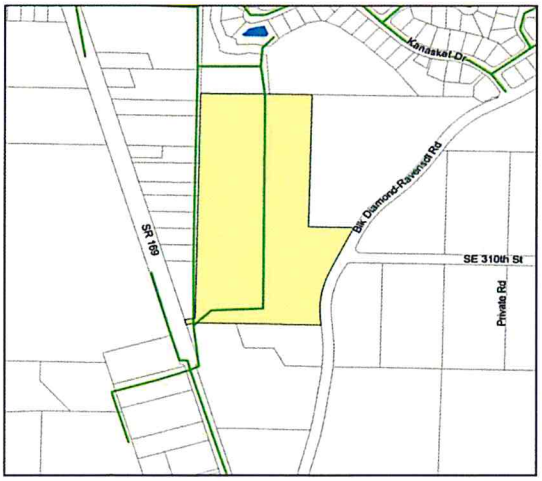
BACKGROUND

This project is necessary to reduce infiltration and Inflow and to eliminate the maintenance problems caused by the settled sections of sewer main.

COMMENTS

Portions of the existing sewer main will have to reconstructed other section might be just repaired. The budget has been increased to reflect the cost of reconstructing portion of the sewer. A 20 year Public Works Trust Fund Loan will generate a debt payment of $13,853.83 per year at 1%.

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
Prelim Engineering & Legal	30,000	30,000					
Design Engineering	50,000		50,000				
Construction Costs	235,000		235,000				
Management / Administration	15,000	5,000	10,000				
TOTAL COSTS	**330,000**	**35,000**	**295,000**				
REQUESTED FUNDING							
Public Works Trust Fund Loan	330,000	35,000	295,000				
TOTAL SOURCES	**330,000**	**35,000**	**295,000**				
PWTF Loan Repay							
Sewer Fund	69,270		13,854	13,854	13,854	13,854	13,854
Total Debt under Timeframe	**69,270**		**13,854**	**13,854**	**13,854**	**13,854**	**13,854**



Sewer Department S4

Materials Handling Facility 13.13

DESCRIPTION

Construct a Materials Handling site for composting soil and organic material for re-use, storage of street waste for disposal, storage of woody debris and dewater vactor material. The site will need sanitary sewer connection, a shed to keep contaminated materials out of the rain.

BACKGROUND

When the City sells the sewer lagoon back to Palmer Coking Coal as per the purchase and sale agreement, the City will need to either lease the site for a while longer but will need to look for a better long term solution for this need.

COMMENTS

Two other options are: 1) a joint facility with Covington, Maple Valley, King County and perhaps, WSDOT , 2) designing, permitting and constructing a facility between the gym and the public works buildings.

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
Study and interlocal coord	10,000			10,000			
Engineering and Environmental	20,000				20,000		
Property Purchase							
Construction Costs	330,000				330,000		
TOTAL COSTS	**360,000**			**10,000**	**350,000**		
REQUESTED FUNDING							
Sewer Funds	12,000			2,000	10,000		
Water Department	12,000			2,000	10,000		
Parks & Cemetery	12,000			2,000	10,000		
Street Department	12,000			2,000	10,000		
Stormwater Department	12,000			2,000	10,000		
Grant	300,000				300,000		
TOTAL SOURCES	**360,000**			**10,000**	**350,000**		

Sewer Department S5

Morganville Force Main Reroute 13.12

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 was programmed to provide capacity for infill in the old part of Black Diamond and save energy from pumping sewage twice. The need has diminished because of King County approval of a regional discharge location in the western part of Black Diamond, additional capacity from obstruction removal on our main trunk line and with the verification excellent pipe condition and capacity of our main trunk line. The prioirty of this porject will also be affected, if Infiltration and Inflow can be reduced further.

COMMENTS

A Public Works Trust Fund Loan of 20 years generates a debt payment of $24,382.74 per year at 1%. This project is shifted to later years because of the lower priority as described above.

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
Preliminary Engineeering	20,000					20,000	
Design Engineering	40,000						40,000
Construction Costs	380,000						380,000
Management / Administration	20,000						20,000
TOTAL COSTS	**460,000**					**20,000**	**440,000**
REQUESTED FUNDING							
Sewer Reserve	20,000					20,000	
PWTF Loan	440,000						440,000
TOTAL SOURCES	**460,000**					**20,000**	**440,000**
PWTF Loan Repay							
Begins in 2023							

Sewer Department S6

Equipment Replacement Program

DESCRIPTION

Replace and purchase new equipment as needed for the City Public Works needs, with regular, fairly distributed, expenses to the various departments.

BACKGROUND

The current funding level which has been in place for about 10 years appears to be enough to meet the current needs of the department. No adjustment are currently being recommended.

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
Contribution to Equipment Fund	282,000	47,000	47,000	47,000	47,000	47,000	47,000
TOTAL COSTS	**282,000**	**47,000**	**47,000**	**47,000**	**47,000**	**47,000**	**47,000**
REQUESTED FUNDING							
Water Department	60,000	10,000	10,000	10,000	10,000	10,000	10,000
Sewer Department	60,000	10,000	10,000	10,000	10,000	10,000	10,000
Stormwater Department	60,000	10,000	10,000	10,000	10,000	10,000	10,000
Street Department	60,000	10,000	10,000	10,000	10,000	10,000	10,000
Parks/ Cemetery	42,000	7,000	7,000	7,000	7,000	7,000	7,000
TOTAL SOURCES	**282,000**	**47,000**	**143,018**	**143,019**	**47,000**	**47,000**	**47,000**

Public Works Equipment Replacement Plan	2017	2018	2019	2020	2021	2022
Replace John Deere Riding Mower	15,000					
Back Hoe Tune Up	10,000					
Replace Ferris zero turn Mower		12,000				
1/2 Ton Utility Truck 4X4		40,000				
Sewer Jet Rodder major maintenance		20,000				
1998 White Ford PU Truck Replace					50,000	
Cemetery Casket Lowering Device & Carport		5,000				
Mini Track Hoe			130,000			
2005 White Chevy 4X4 Replace				40,000		
Totals	**$ 25,000**	**$ 77,000**	**$ 130,000**	**$ 40,000**	**$ 50,000**	**$ -**

Stormwater Department

CAPITAL PROJECT FUNDING SUMMARY

Summary by Project	Capital Plan 2017 - 2022						
Project Title	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
D1 Lawson Hills Storm Pond Sediment Removal	10,000	10,000					
D2 Replace Covington Creek Culverts	637,000	22,000	615,000				
D3 N. Commercial St 169 Stormwater Improvements	910,000	25,000	885,000				
D4 Ginder Creek Headwall	90,000			40,000	50,000		
D5 Lawson Hills Stormwater Pond Improvement	140,000						140,000
D6 Replace Diamond Glen Storm Pond	80,000						80,000
TOTAL ESTIMATED EXPENDITURES	**1,867,000**	**57,000**	**1,500,000**	**40,000**	**50,000**		**220,000**
Funding Sources							
Grants							
D2 Replace Covington Creek Culverts	637,000	22,000	615,000				
D3 N. Commercial St 169 Stormwater Improvements	850,000		850,000				
D4 Ginder Creek Headwall	45,000			20,000	25,000		
Total Grants	**1,532,000**	**22,000**	**1,465,000**	**20,000**	**25,000**		
Stormwater Funding							
D1 Lawson Hills Storm Pond Sediment Removal	10,000	10,000					
D5 Lawson Hills Stormwater Pond Improvement	140,000						140,000
Total Stormwater Funding	**150,000**	**10,000**					**140,000**
Sale of Land (Stormwater Funds)							
D6 Replace Diamond Glen Storm Pond	80,000						80,000
Total Sale of Land	**80,000**						**80,000**
Real Estate Excise Tax 2							
D3 N. Commercial St 169 Stormwater Improvements	60,000	25,000	35,000				
Total REET 2 Funding	**60,000**	**25,000**	**35,000**				
Grant Matching							
D4 Ginder Creek Headwall	45,000			20,000	25,000		
Total Grant Matching	**45,000**			**20,000**	**25,000**		
TOTAL ESTIMATED FUNDING SOURCES	**1,867,000**	**57,000**	**1,500,000**	**40,000**	**50,000**		**220,000**

Stormwater Department D1

Lawson Hills Estates Storm Pond 15.01

DESCRIPTION

Reduce the scope of this project from constructing a maintenance access road to bringing in special equipment to remove the sediment and re-establish the treatment flow regime.

BACKGROUND

In preliminary design and project planning, the City considered the cost and benefit of constructing a maintenance access as compared to bringing in an excavator to remove the sediment from the bottom of the pond and re-establishing the effectiveness of the storm pond. Given that the frequency of removing sediment is expected to be on the order of 20 years, this simplified approach is more cost effective.

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
Construction	10,000	10,000					
TOTAL COSTS	**10,000**	**10,000**					
REQUESTED FUNDING							
Stormwater Funds	10,000	10,000					
TOTAL SOURCES	**10,000**	**10,000**					

Stormwater Department D2

Replace Covington Creek Culverts 13.14

DESCRIPTION Replace the three 5 foot diameter culverts with an open bottom concrete box culvert.

BACKGROUND The summer 2012 inspections found the culverts are nearing the end of their useful life and have serious corrosion and pitting in the lower third of the culverts and a few areas where corrosion has opened holes in the culvert. The three culverts divide the small summer flow leaving only a small amount of water for fish passage.

COMMENTS Grant Funding has been obtained from the King County Flood Control District for the design phase. The City will continue to seek grant funding for the construction and completion of the project.

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
Design Engineering	12,000	12,000					
Construction	545,000		545,000				
Management / Administration	80,000	10,000	70,000				
TOTAL COSTS	**637,000**	**22,000**	**615,000**				
REQUESTED FUNDING							
Grant Funding	637,000	22,000	615,000				
TOTAL SOURCES	**637,000**	**22,000**	**615,000**				

Stormwater Department D3

North Commercial and SR 169 Stormwater Treatment Pond 13.15

DESCRIPTION

Collect storm water runoff from the main commercial area in north Black Diamond and from State Route 169 and route to city property north of the library. Construct a wet pond or vault for pre-treatment followed by constructed wetlands to dispersion trenches for discharge to upland above Ginder Creek.

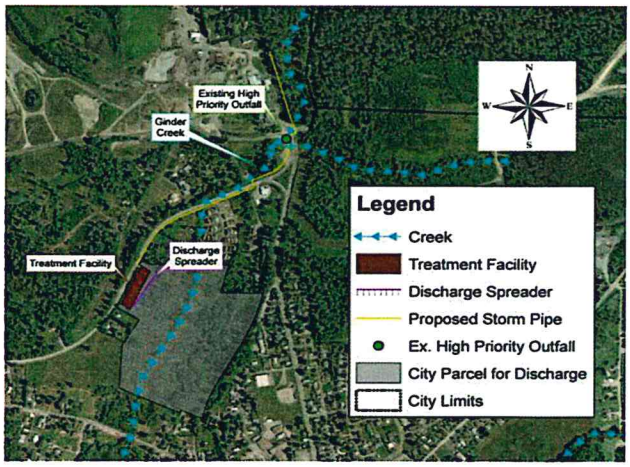
BACKGROUND

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

COMMENTS

The City obtained a grant from the Department of Ecology for the design of this project. With a completed design at 90%, the City will have a well defined project and will use the detailed information to improve grant applications.

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
Final Engineering Prepare Bid Docs	20,000	20,000					
Construction	850,000		850,000				
Management / Administration	40,000	5,000	35,000				
TOTAL COSTS	**910,000**	**25,000**	**885,000**				
REQUESTED FUNDING							
Opportunity funds BD set aside	60,000	25,000	35,000				
Grant Funding	850,000		850,000				
TOTAL SOURCES	**910,000**	**25,000**	**885,000**				



Stormwater Department D4

Ginder Creek Headwall 14.16

DESCRIPTION

Reconstruct an 80 foot section of the Ginder Creek Headwall along the north side of Roberts Drive

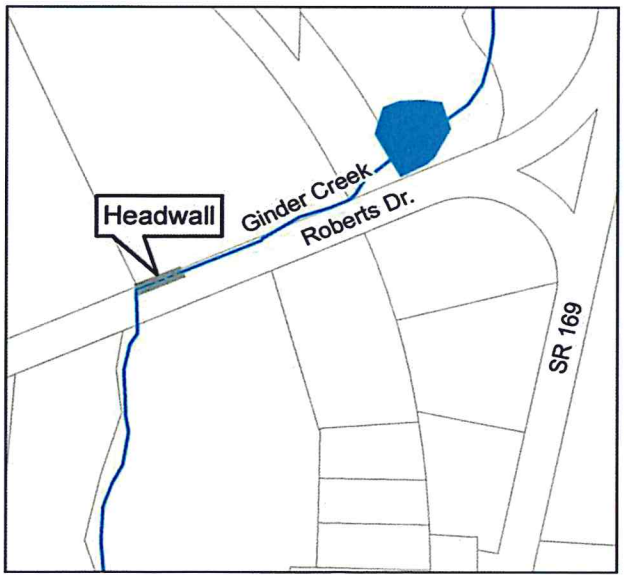
BACKGROUND

The base of the existing concrete headwall was not constructed deep enough so that high flows in Ginder Creek have undermined the headwall destabilizing the wall. The headwall has been slowly tilting into the Creek. Staff has braced the headwall as an interim step to hold the wall in position.

COMMENTS

This project is needed to protect the roadway and prevent the erosion that would occur if the headwall tipped over. A significant amount of the cost of this project will be related to environmental permitting. This project may get rolled into a larger street reconstruction project if street grants are obtained for this road segment.

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
Preliminary Engineer/Permitting	25,000			25,000			
Design Engineering	10,000			10,000			
Construction	45,000				45,000		
Management / Administration	10,000			5,000	5,000		
TOTAL COSTS	**90,000**			**40,000**	**50,000**		
REQUESTED FUNDING							
Grant	45,000			20,000	25,000		
Grant Matching	45,000			20,000	25,000		
TOTAL SOURCES	**90,000**			**40,000**	**50,000**		



Stormwater Department D5

Lawson Hills Stormwater Ponds

DESCRIPTION

Reconstruct the two stormwater ponds in Lawson Hills estates to eliminate the conflicts of stormwater treatment and detention from the recreational use.

BACKGROUND

The original intent of these storm ponds was to provide joint use for homeowner association provided recreation facilities and City provided stormwater detention and treatment facilities. The configuration hasn't worked very well for stormwater or for recreation. The City would like to work with the Homeowners association to put the stormwater facilities underground so that the surface of the lots will be well drained and available for year around recreation and open space for the neighborhood.

COMMENTS

This project would make the stormwater system and the surface park easier to maintain for both agencies.

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
In House Design/ Mgmt	15,000						15,000
Construction	120,000						120,000
Management / Administration	5,000						5,000
TOTAL COSTS	**140,000**						**140,000**
REQUESTED FUNDING							
Stormwater Funds	140,000						140,000
TOTAL SOURCES	**140,000**						**140,000**

Stormwater Department D6

Replace Diamond Glen Storm Pond

DESCRIPTION

If the new regional stormwater facility is constructed for the North Villages Commercial area, divert stormwater from the Diamond Glen local stormwater pond to the regional stormwater facility.

BACKGROUND

Many small stormwater facilities increase the City maintenance costs. Providing a commensurate amount of storage and treatment in the larger regional stormwater pond to the west would allow the land to be reclaimed for a residential lot, improve the neighborhood and lower maintenance costs.

COMMENTS

Legal and planning issues must be addressed before the City property can be sold.

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
Pay for offsite pond capacity	15,000						15,000
Design and Bid	10,000						10,000
Construction	20,000						20,000
Management / Administration	5,000						5,000
Return funds to Operations	30,000						30,000
TOTAL COSTS	**80,000**						**80,000**
REQUESTED FUNDING							
Sale of Lot	80,000						80,000
TOTAL SOURCES	**80,000**						**80,000**

REET 2 ANALYSIS SUMMARY (Fund 320)
Capital Improvement Plan 2017 - 2022

REET 2 - REVENUE	Total $ Project 2017 - 2022	Capital Improvement Plan 2017 - 2022					
		2017	2018	2019	2020	2021	2022
Beg Fund Balance 321	**180,741**	**131,000**	**48,034**	**34,334**	**51,709**	**142,584**	**331,147**
REET Revenue (annual)							
1/4 of 1% REET - Existing Property	631,138	71,775	87,300	103,125	115,500	123,438	130,000
1/4 of 1% REET - Other new homes	570,000	41,250	67,500	93,750	144,375	148,125	75,000
Subtotal REET 2 Revenue	**1,201,138**	**113,025**	**154,800**	**196,875**	**259,875**	**271,563**	**205,000**
TOTAL Avail. Balance for Public Works Projects	**1,381,879**	**244,025**	**202,834**	**231,209**	**311,584**	**414,147**	**536,147**

REET 2 - PROJECT EXPENDITURES	Total $ Project	Capital Improvement Plan 2017 - 2022					
		2017	2018	2019	2020	2021	2022
Street Projects							
T1 General Street Improvement	180,000	30,000	30,000	30,000	30,000	30,000	30,000
T2 Roberts Drive Road Improvements	25,991	25,991					
T5 224th Guardrail at Covington Creek	25,000		25,000				
T6 224th Ave SE Asphalt Overlay	45,000	45,000					
T8 Roberts Drive Rehabilitation Phase 2	25,500		25,500				
T9 232nd Ave Chip Seal	10,000	10,000					
T10 Downtown Public Parking	37,000			25,000	12,000		
T11 216th Ave SE Overlay	27,000			27,000			
T13 Lawson Street Phase 1	16,500			16,500			
T14 Grant Matching	240,000	40,000	40,000	40,000	40,000	40,000	40,000
T16 Pedestrian and Bicycle Study	3,000					3,000	
Water							
W5 Asbestos Water Main Replacement Prgm	59,000	5,000	3,000	9,000	42,000		
Sewer							
S1 Upgrade Utility Staff Facilities	5,000	5,000					
S4 Material Handling Facility - Street	12,000			2,000	10,000		
S6 Equipment Replacement - Street	60,000	10,000	10,000	10,000	10,000	10,000	10,000
Stormwater							
D3 N. Commercial St 169 Stormwater Improvements	60,000	25,000	35,000				
D4 Fire Flow Loop - North Commercial Area	45,000			20,000	25,000		
Total REET 2 Projects	**875,991**	**195,991**	**168,500**	**179,500**	**169,000**	**83,000**	**80,000**
REET 2 left for next year (Ending Balance)	**505,888**	**48,034**	**34,334**	**51,709**	**142,584**	**331,147**	**456,147**

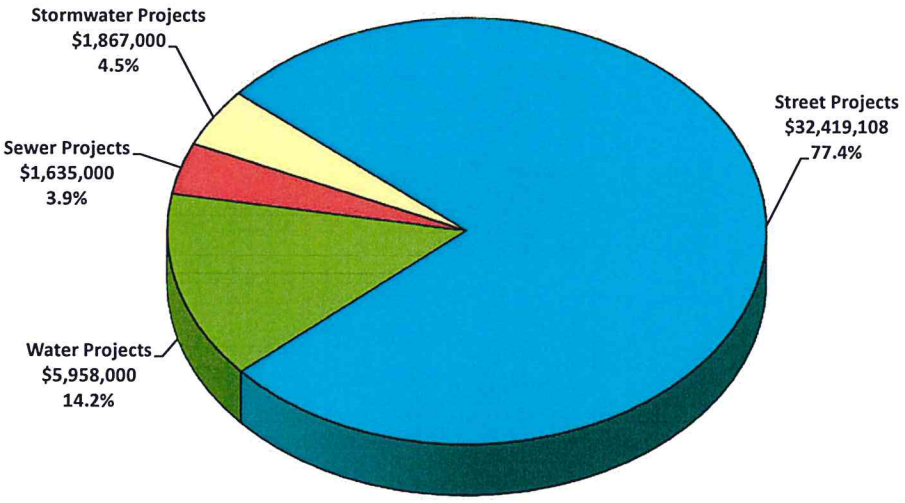
REET based on Houses sold	2017	2018	2019	2020	2021	2022
Existing Property Sales (in 000's)	87 @$330	97 @$360	110 @$375	120 @$385	125 @$395	130 @$400
Other new home sales (in 000's)	50 @$330	75 @$360	100 @$375	150 @$385	150 @$395	75 @$400

Public Works Fund Summary

Capital Improvement Plan 2017 - 2022

Funds	Total $ Project 2017 - 2022	2017	2018	2019	2020	2021	2022
Street Projects	32,419,108	7,528,108	3,851,000	3,810,000	6,660,000	9,100,000	1,470,000
Water Projects	5,958,000	530,000	2,514,000	371,000	623,000	870,000	1,050,000
Sewer Projects	1,635,000	160,000	367,000	82,000	422,000	92,000	512,000
Stormwater Projects	1,867,000	57,000	1,500,000	40,000	50,000	-	220,000
TOTAL Projected Expenditures	$ 41,879,108	$8,275,108	$8,232,000	$4,303,000	$7,755,000	$10,062,000	$3,252,000

Public Works CIP by Fund
Total: $41,879,108

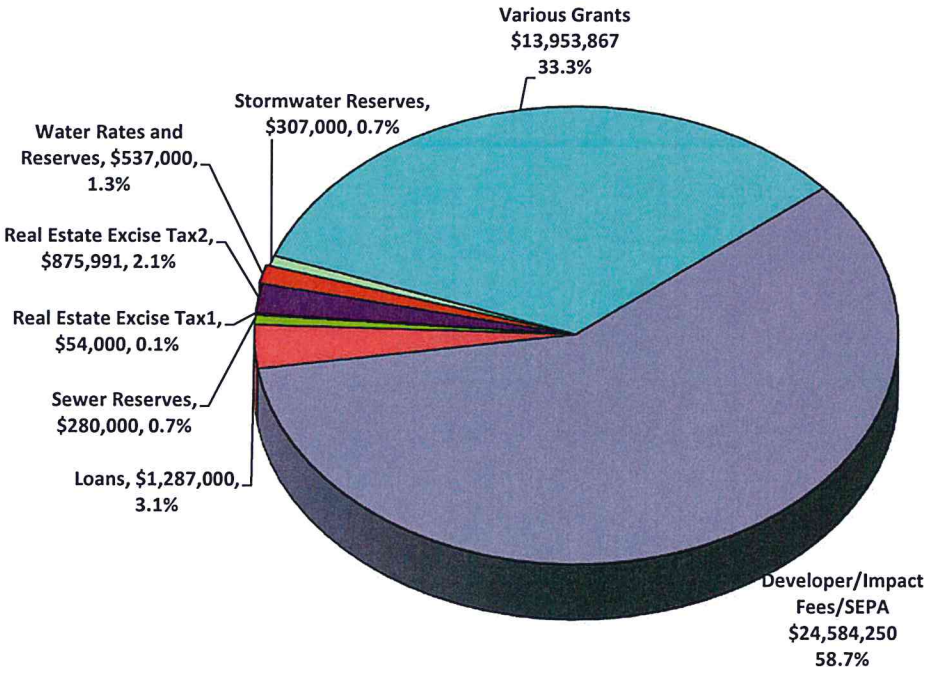


CIP Public Works Revenue Summary

Capital Improvement Plan 2017 - 2022

REQUESTED FUNDING	Total $ Project 2017 - 2022	2017	2018	2019	2020	2021	2022
Various Grants	13,953,867	1,446,867	1,664,500	1,701,500	4,064,000	4,027,000	1,050,000
Developer/Impact Fees/SEPA	24,584,250	6,417,250	6,022,000	2,080,000	3,335,000	5,330,000	1,400,000
Loans	1,287,000	35,000	315,000	272,000	15,000	210,000	440,000
Sewer Reserves	280,000	73,000	35,000	37,000	45,000	55,000	35,000
Real Estate Excise Tax 1	54,000	7,000	7,000	9,000	17,000	7,000	7,000
Real Estate Excise Tax 2	875,991	195,991	168,500	179,500	169,000	83,000	80,000
Water Rates and Reserves	537,000	75,000	10,000	12,000	90,000	340,000	10,000
Stormwater Reserves	307,000	25,000	10,000	12,000	20,000	10,000	230,000
TOTAL SOURCES	**$41,879,108**	**$8,275,108**	**$8,232,000**	**$4,303,000**	**$7,755,000**	**$10,062,000**	**$3,252,000**

Public Works CIP by Type of Funding Total: $41,879,108



Parks Department
CAPITAL PROJECT SUMMARY

Summary by Project	Capital Plan 2017 - 2022						
Project Title	**Total $ 2017 - 2022**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**
P1 Ginder Creek Trail and Site	445,000		62,000		45,000	338,000	
P2 Grant Matching Funds	25,000	2,500	2,500	5,000	5,000	5,000	5,000
P3 Park Plan Update	80,000		40,000	40,000			
P4 Pond to Parks Improvement	11,000				11,000		
P5 Boat Launch Park Shoreline Stabilization	300,000				30,000		270,000
P6 New Cemetery Niche Wall	20,000		20,000				
P7 Rehabilitate E. Ginder Creek Property	55,000	35,000					20,000
TOTAL ESTIMATED COST	**936,000**	**37,500**	**124,500**	**45,000**	**91,000**	**343,000**	**295,000**
Funding Sources							
King County Parks Property Tax Levy Funds							
P1 Ginder Creek Trail and Site	201,000		32,000			169,000	
Total King County Parks Levy Fund	**201,000**		**32,000**			**169,000**	
King County Conservation District Grant							
P1 Ginder Creek Trail and Site	214,000				45,000	169,000	
P3 Park Plan Update	40,000		20,000	20,000			
P4 Pond to Parks Improvement	11,000				11,000		
Total KCD Grant	**265,000**		**20,000**	**20,000**	**56,000**	**169,000**	
WA Recreation and Conservation Grants							
P5 Boat Launch Park Shoreline Stabilization	150,000						150,000
Total RCO Grants	**150,000**						**150,000**
Conservation Futures							
P1 Ginder Creek Trail and Site	30,000		30,000				
Total Conservation Futures	**30,000**		**30,000**				
Real Estate Excise Tax 1							
P2 Grant Matching Funds	25,000	2,500	2,500	5,000	5,000	5,000	5,000
P3 Park Plan Update	40,000		20,000	20,000			
P5 Boat Launch Park Shoreline Stabilization	150,000				30,000		120,000
P6 New Cemetery Niche Wall	20,000		20,000				
P7 Rehabilitate E. Ginder Creek Property	40,000	20,000					20,000
Total REET 1 Funding	**275,000**	**22,500**	**42,500**	**25,000**	**35,000**	**5,000**	**145,000**
Sewer Funds							
P7 Rehabilitate E. Ginder Creek Property	10,000	10,000					
Total Sewer Fund Funding	**10,000**	**10,000**					
Street Funds							
P7 Rehabilitate E. Ginder Creek Property	5,000	5,000					
Total Street Fund Funding	**5,000**	**5,000**					
TOTAL ESTIMATED FUNDING SOURCES	**936,000**	**37,500**	**124,500**	**45,000**	**91,000**	**343,000**	**295,000**

Parks Department P1

Ginder Creek Trail and Site Restoration

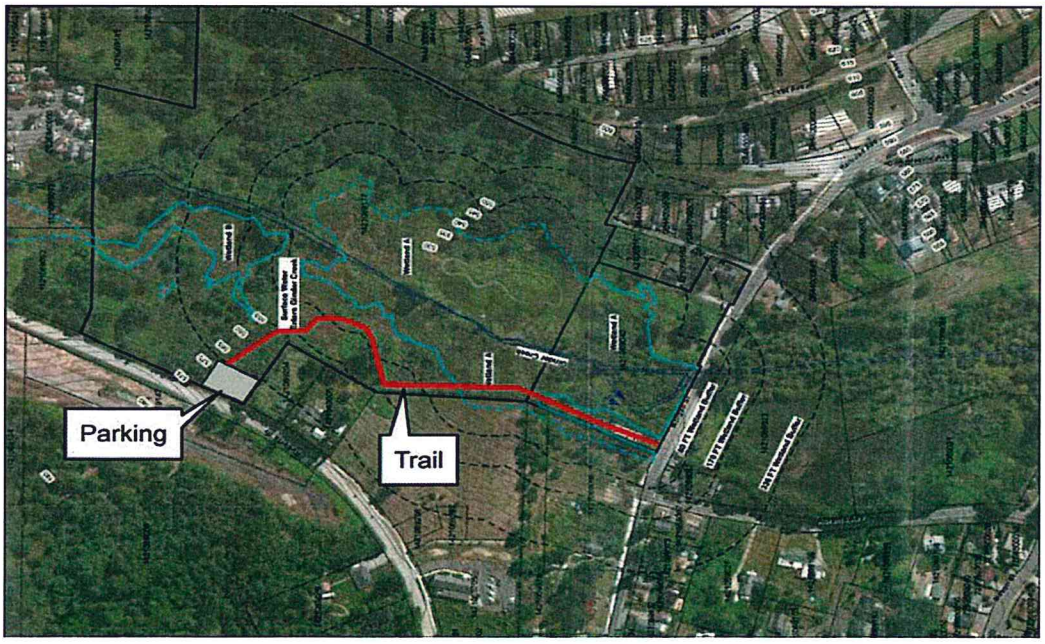
DESCRIPTION

Design and Construct a 1540 foot long 10 feet wide multi purpose trail and a small parking lot on Roberts Drive.

BACKGROUND

The City acquired the Ginder Creek parcel as a component to the Open Space Agreement signed in 2005. Initial planning efforts, work with the City Council, as well as public input has steered the Parks Department towards trail development along the Ginder Creek corridor. This area has historically been used for agricultural activities, but has since remained fallow, with the proliferation of invasive Reed Canary Grass, Evergreen Blackberry, and Scotch Broom. This trail will provide a north/south link from Roberts Drive to Morgan Street and provide the public the enjoyment of the natural area along Ginder Creek.

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
Property Acquisition	60,000		60,000				
Design and Permitting	40,000				40,000		
Construction Costs	310,000					310,000	
Project Mgmt & Construction Inspect.	30,000		1,000		4,000	25,000	
Project Administration	5,000		1,000		1,000	3,000	
TOTAL COSTS	**445,000**		**62,000**		**45,000**	**338,000**	
REQUESTED FUNDING							
King County Tax Levy Funds	201,000		32,000			169,000	
Rec Conserv. Office Grant (RCO)	214,000				45,000	169,000	
Conservation Futures	30,000		30,000				
TOTAL SOURCES	**445,000**		**62,000**		**45,000**	**338,000**	



Parks Department P2

Grant Matching Funds

DESCRIPTION

Funds earmarked for matching grant resources to be utilized in the design and construction of Parks and Natural Resource projects.

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
COMMENTS							
Transfer Reserves	25,000	2,500	2,500	5,000	5,000	5,000	5,000
TOTAL COSTS	**25,000**	**2,500**	**2,500**	**5,000**	**5,000**	**5,000**	**5,000**
REQUESTED FUNDING							
Real Estate Excise Tax 1	25,000	2,500	2,500	5,000	5,000	5,000	5,000
TOTAL SOURCES	**25,000**	**2,500**	**2,500**	**5,000**	**5,000**	**5,000**	**5,000**

Parks Department P3

Park Plan Update

DESCRIPTION

The City's Park Plan has expired. An update of the City's Comprehensive Parks, Recreation and Open Space Plan is needed for state grant eligibility towards trails, open space and park's infrastructure.

BACKGROUND

The last Parks Plan was developed by staff in late 2008. The Recreation and Conservation Office approved the plan and the City used the Parks Plan to support several grant applications and improvements throughout the City. Once the staffing level improves this Parks Planning update can be kicked off. It is expected that the City will need consultant assistance for about 50% of the park planning effort.

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
Consulting Services	40,000		20,000	20,000			
City In-house Services	40,000		20,000	20,000			
TOTAL COSTS	**80,000**		**40,000**	**40,000**			
REQUESTED FUNDING							
Real Estate Excise Tax 1	40,000		20,000	20,000			
Recreation Conser. Office Grant (RCO)	40,000		20,000	20,000			
TOTAL SOURCES	**80,000**		**40,000**	**40,000**			

Parks Department P4

Pond to Park Improvement - Eagle Creek

DESCRIPTION

Convert the stormwater retention pond at the Eagle Creek Sub-Division to a stormwater / Park multi-purpose facility. Add a layer of permeable top soil that will not exceed the design infiltration rate of the storm water retention pond and seed to grass. The area and slopes will be seeded to a nice lawn and the fence removed on the south end of the project.

BACKGROUND

After the construction of this facility, engineering staff observed that surface water infiltration rates **far** exceeded the delivery volumes associated with surface run-off generated within the sub-division. Because of this, the pond is dry throughout the year and can provide an excellent grass lawn open space feature to users of the City parks facility. The conversion of a gravel storm infiltration pond to a stormwater/park multi-purpose facility will imporove storm water treatment, aesthetics, and provide additional park area for citizens.

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
In house Planning & Design	3,000				3,000		
Construction Costs	8,000				8,000		
TOTAL COSTS	**11,000**				**11,000**		
REQUESTED FUNDING							
Stormwater Grant or Other	11,000				11,000		
TOTAL SOURCES	**11,000**				**11,000**		

Entrance to the Eagle Creek Pond

Parks Department P5

Boat Launch Park Shoreline Stabilization

DESCRIPTION Using boulder and plantings reinforce the shoreline to stop the bank erosion and protect the old growth trees along the shoreline.

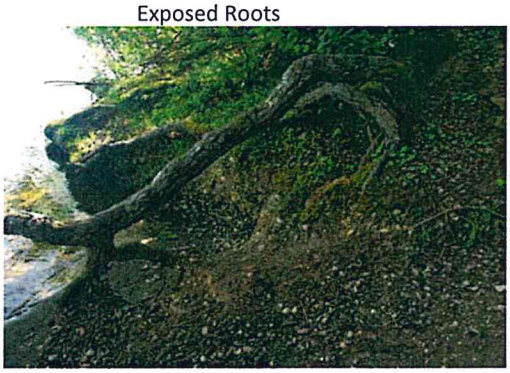
BACKGROUND The City many years ago stabilized the bank with wood retaining walls, rebar and logs. The logs bounced along the shore and only partially protected the bank. The logs were a maintenance problem and periodically broke loose causing a hazard on the lake. The wood retaining wall has deteriorated significantly. The rebar has been an ongoing maintenance problem and hazard.

COMMENTS Once the Park Plan has been accepted by the Recreation Conservation Office this project will be eligible for state grant funding.

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
Engineering and Permitting	30,000				30,000		
Construction	260,000						260,000
Project Administation/Mgmt	10,000						10,000
TOTAL COSTS	**300,000**				**30,000**		**270,000**
REQUESTED FUNDING							
Real Estate Excise Tax 1	150,000				30,000		120,000
RCO Grant	150,000						150,000
TOTAL SOURCES	**300,000**				**30,000**		**270,000**

Shoreline Erosion

Exposed Roots



Rotten Wall

Leaning Tree

Cemetery P6

New Niche Wall

DESCRIPTION Install a niche wall for cremation remains in the cemetery 5 ft. high by about 24 feet long.

BACKGROUND The existing niche wall is nearly all sold out. Many people do not want to purchase an entire plot within the cemetery and the niche would serve their needs. The niche wall preserves space within the cemetery. The price of the niches could be reassessed after the final expense of the project is known so that the City could recover their costs. The price of a niche right now is $350 and the price of a plot is $1500. The new wall would provide about 90 to 100 new niches.

COMMENTS The cemetery board reviewed and approved this project and recommended that the Council add this project to the City's Capital Improvement Plan

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
Niche Wall Purchase	10,000		10,000				
Niche Wall Installation	10,000		10,000				
TOTAL COSTS	**20,000**		**20,000**				
REQUESTED FUNDING							
Real Estate Excise Tax 1	20,000		20,000				
TOTAL SOURCES	**20,000**		**20,000**				

Parks Department P7

Rehabilitate East Ginder Creek Property

DESCRIPTION

Remove cottonwood, maple, alder, blackberry, Nott weed, English Ivy along the east boundary of the property and revegetate with grass and Flowering cherry trees, maple, and dogwood. The initial effort will be to fall the trees, and deck the debris in a long pile to compost onsite nand to spray invasive weeds and then seed the surrounding area back to grass. The trees should compost nicely within about 5 years. Once the limbs and tree trunks have decomposed, the organic matter will be spread and the area reseeded to lawn and trees planted.

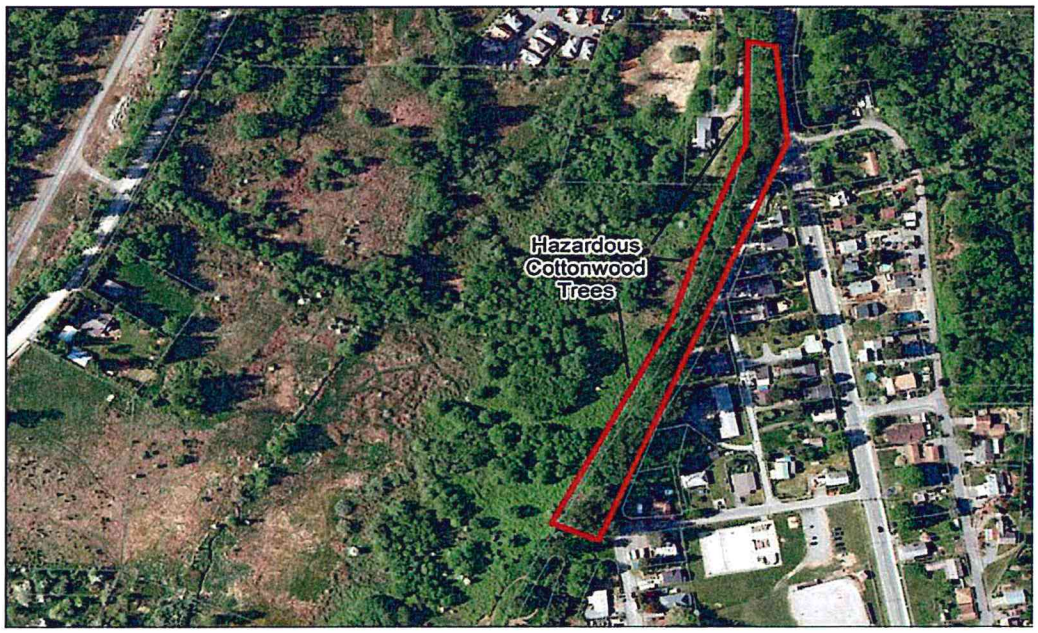
BACKGROUND

A major portion on the east side of the property has been overtaken by invasive weeds and invasive hazardous trees. The cottonwood trees have grown to a hazardous size and present a threat and hazard to the homes and backyards to the east as citizens walking on City open space.

COMMENTS

This project is to fulfill the City's role in good stewardship of the public land.

CAPITAL PROJECT COSTS	Total $ 2017 - 2022	2017	2018	2019	2020	2021	2022
Tree Felling and Decking	30,000	30,000					
Initial Weed Control	5,000	5,000					
Grading & Tree Planting	20,000						20,000
TOTAL COSTS	**55,000**	**35,000**					**20,000**
REQUESTED FUNDING							
Sewer Funding	10,000	10,000					
Street Funds	5,000	5,000					
Real Estate Excise Tax 1	40,000	20,000					20,000
TOTAL SOURCES	**55,000**	**35,000**					**20,000**



Fire Department
CAPITAL PROJECT SUMMARY

Expenditures	Capital Plan 2017 - 2022						
Project Title	Total $ 2017-2022	2017	2018	2019	2020	2021	2022
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 New Fire Station & Equipment	3,215,000					125,000	3,090,000
TOTAL ESTIMATED COSTS	**4,405,000**		**365,000**		**825,000**	**125,000**	**3,090,000**
Funding Sources							
Loans to Finance Projects							
F1 Replace Primary Fire Engine 98	265,000		265,000				
Total Loans	**265,000**		**265,000**				
Funding From Growth or Bond Sales							
F2 Replace Reserve Engine	600,000				600,000		
F3 Replace Aid Car	225,000				225,000		
F4 New Fire Station and Equipment	3,215,000					125,000	3,090,000
Total from Growth or Bond Sales	**4,040,000**				**825,000**	**125,000**	**3,090,000**
Funding From Surplus Sales							
F1 Replace Primary Fire Engine 98	100,000		100,000				
Total Surplus Sales	**100,000**		**100,000**				
TOTAL ESTIMATED FUNDING SOURCES	**4,405,000**	-	**365,000**	-	**825,000**	**125,000**	**3,090,000**
State Loan Repayment - Debt Service							
REET 1							
F1 Replace Primary Fire Engine 98 (5%)	137,276			34,319	34,319	34,319	34,319
Total R1 Debt Service Payments	**137,276**			**34,319**	**34,319**	**34,319**	**34,319**

Fire Department F1

Replace Primary Fire Engine (2000)

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	Total $ 2017-2022	2017	2018	2019	2020	2021	2022
Replace 2000 Primary Fire Engine	365,000		365,000				
TOTAL COSTS	**365,000**	-	**365,000**	-	-	-	-
REQUESTED FUNDING							
Loan Plan	265,000		265,000				
Surplus Equipment Sale	100,000		100,000				
TOTAL SOURCES	**965,000**	-	**365,000**	-	-	-	-
DEBT SERVICE	-						
REET 1 Debt Repay (10yr @5%)	137,276			34,319	34,319	34,319	34,319
TOTAL DEBT SERVICE	**137,276**	-	-	**34,319**	**34,319**	**34,319**	**34,319**

Fire Engine 98

Fire Department F2

Replace Reserve Engine (1986)

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 Replacement of the Fire Engine and Station will require growth from REET 1 or bond sales revenue.

CAPITAL PROJECT COSTS	Total $ 2017-2022	2017	2018	2019	2020	2021	2022
Replace 1986 Reserve Engine	600,000				600,000		
TOTAL COSTS	**600,000**	-	-	-	**600,000**	-	-
REQUESTED FUNDING							
Growth or Bond Sales	600,000				600,000		-
TOTAL SOURCES	**600,000**	-	-	-	**600,000**	-	-

Engine #981

Fire Department F3

Replace Aid Car (1994)

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.

CAPITAL PROJECT COSTS	Total $ 2017-2022	2017	2018	2019	2020	2021	2022
Replace 1994 Aid Car	225,000				225,000		
TOTAL COSTS	**225,000**			-	**225,000**		
REQUESTED FUNDING							
Funding From Growth or Bond Sales	225,000				225,000		
TOTAL SOURCES	**225,000**	-	-	-	**225,000**	-	-

Fire Department F4

New Fire Station and Equipment

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 occured. Land costs are not included and could add approximately $750,000 if the station is not built on existing City property.

COMMENTS

Financing for this project may be a 20 year bond issue at 5% interest. Payments of the debt if growth related, 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 1, or from bond issue.

CAPITAL PROJECT COSTS	Total $ 2017-2022	2017	2018	2019	2020	2021	2022
Preliminary Engineering	75,000					75,000	
Construction Engineering	70,000						70,000
Design Engineering	120,000					50,000	70,000
Construction Costs (bldg)	2,950,000						2,950,000
TOTAL COSTS	**3,215,000**					**125,000**	**3,090,000**
REQUESTED FUNDING							
Growth or Bond Sales	3,215,000					125,000	3,090,000
TOTAL SOURCES	**3,215,000**					**125,000**	**3,090,000**

New Fire Station 96

Police Department

CAPITAL PROJECT SUMMARY

Expenditures		Capital Plan 2017 - 2022						
CAPITAL PROJECT COSTS		Total $ Requested 2017-2022	2017	2018	2019	2020	2021	2022
L1	Police Technology	140,000	15,000	25,000	25,000	25,000	25,000	25,000
L2	Patrol Car Replacement	320,000	160,000		120,000			40,000
L3	Police Radio Equipment	18,640	9,320	9,320				
TOTAL ESTIMATED COSTS		**478,640**	**184,320**	**34,320**	**145,000**	**25,000**	**25,000**	**65,000**
Funding Sources								
L1*	Real Estate Excise Tax 1	180,000	15,000	25,000	25,000	25,000	25,000	65,000
L2	Loan from Sewer Capital	280,000	160,000		120,000			
L3	Beginning Fund Balance	18,640	9,320	9,320				
TOTAL ESTIMATED FUNDING SOURCES		**478,640**	**184,320**	**34,320**	**145,000**	**25,000**	**25,000**	**65,000**
*	Loan Repay - Patrol Cars - REET 1	235,267		32,480	32,480	56,769	56,769	56,769
TOTAL FUNDING FOR POLICE PROJECTS		**713,907**	**184,320**	**66,800**	**177,480**	**81,769**	**81,769**	**121,769**
*	Total REET 1	415,267	15,000	57,480	57,480	81,769	81,769	121,769

Police Department L1

Police Technology

DESCRIPTION Variety of technology for Police including PC purchases, network upgrades for hard and software, printers and copiers.

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

CAPITAL PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Laptops, PC's - Replacements	60,300	8,300	8,200	9,000	8,200	12,900	13,700
PC Software	10,050	1,500	1,650	1,650	1,650	1,750	1,850
Networking Hardware & Software	69,650	5,200	15,150	14,350	15,150	10,350	9,450
TOTAL COSTS	**140,000**	**15,000**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**
REQUESTED FUNDING							
Real Estate Excise Tax 1	140,000	15,000	25,000	25,000	25,000	25,000	25,000
TOTAL SOURCES	**140,000**	**15,000**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**

Technology Police

	Yr	2015	2016	2017	2018	2019	2020	2021	2022
Total Workstations		12	13	13	14	14	14	15	16
(rugged laptops)		8	9	9	10	10	10	11	12
Phone Sys									
System									
PCs									
Purchase	$1,250	$0	$0	$0	$0	$0	$0	$0	$0
Replacement	$800	$0	$800	$800	$800	$800	$0	$1	$2
Rugged Laptops	$4,650	$0	$0	$0	$0	$0	$0	$4,650	$4,650
Replacement	$4,100	$0	$6,560	$7,380	$7,380	$8,200	$8,200	$8,200	$9,020
PC Software									
Software Purchase	$75	$450	$488	$488	$525	$525	$525	$563	$600
MS Office	$250		$3,250						
Software Upgrades	$250	$250	$250	$250	$250	$250	$250	$250	$250
Anti-virus/SPAM	$50	$660	$715	$715	$770	$770	$770	$825	$880
Network									
Server purchases	$5,000				$5,000	$4,000	$4,000	$2,000	$1,000
Server Upgrades	$4,000				$5,000	$5,000	$4,000	$3,000	$3,000
NW/Security Devices	$2,500		$2,500	$1,500	$2,500	$2,000	$2,500	$2,500	$2,500
Network Software									
Operating Systems	$1,500	$1,500		$1,500	$1,000	$1,500	$2,500	$1,000	$1,000
Backup/WWW/other	$400	$400	$400	$400	$400	$400	$400	$400	$400
Other purchases									
Video/Audio	$200	$200	$200	$200	$200	$200	$200	$200	$200
Mobile Devices	$800	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600	$1,600

CIP	2015	2016	2017	2018	2019	2020	2021	2022
Totals	$5,060	$16,763	$14,833	$25,425	$25,245	$24,945	$25,189	$25,102
Rounding	**$5,000**	**$17,000**	**$15,000**	**$25,000**	**$25,000**	**$25,000**	**$25,000**	**$25,000**

Police Department L2

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 PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Capital Outlay	320,000	160,000		120,000			40,000
TOTAL COSTS	**320,000**	**160,000**		**120,000**			**40,000**
REQUESTED FUNDING							
REET 1	40,000						40,000
Internal Loan Program	280,000	160,000		120,000			
TOTAL SOURCES	**320,000**	**160,000**		**120,000**			**40,000**
Internal Loan Program							
At 1/2% for 5 years (REET1)	**235,267**		**32,480**	**32,480**	**56,769**	**56,769**	**56,769**

Vehicle #	YEAR	MODEL	Years in Service	Yearly Mileage Est	2016	2017	2018	2019	2020	2021	2022
31	2012 K-9 Tahoe	Chev Tahoe	4	13,200	67,718	80,918	94,118	Replace	13,200	26,400	39,600
22	2007 Black	Dodge Charger	9	10,650	124,436	Replace	13,200	26,400	39,600	52,800	66,000
23	2007 Black	Dodge Charger	9	6,500	100,000	110,000	120,000	Replace	10,000	20,000	30,000
27	2009 Blk/White	Dodge Charger	7	12,750	120,633	Replace	13,200	26,400	39,600	52,800	66,000
28	2009 Blk/White	Dodge Charger	7	16,700	115,902	Replace	13,200	26,400	39,600	52,800	66,000
25	2008 Gray	Chev. Impala	8	19,000	45,500	53,000	60,500	68,000	75,500	83,000	Replace
26	2008 B/W	Chev. Impala	8	15,000	85,058	Replace	13,200	26,400	39,600	52,800	66,000
29	2011 B/W	Chev Tahoe	5	15,000	87,572	100,772	113,972	Replace	13,200	26,400	39,600
Pool Cars											
24	2008	Dodge Charger	6	4,000	70,798	74,798	78,798	82,798	86,798	90,798	94,798
21	2006 B/W	Ford Crown	10	5,000	69,804	74,804	79,804	84,804	89,804	94,804	99,804

	Budgeted Miles
Officers	13,200
Sergeants	13,200
Commander	10,000
Chief	7,500

Police Department L3

Police Radio Replacement

DESCRIPTION

Portable Radio Replacements to replace 20 year old radios with the 750 MegaHertz update requirement. King County voters passed a radio replacement levy that may not be ready until 2019.

CAPITAL PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Portable Radio-Replacements	18,640	9,320	9,320				
TOTAL COSTS	**18,640**	**9,320**	**9,320**				
Total Units Replaced	4	2	2				
REQUESTED FUNDING							
Beginning Fund Balance	18,640	9,320	9,320				
TOTAL SOURCES	**18,640**	**9,320**	**9,320**				

General Government Projects
CAPITAL PROJECT SUMMARY

Summary by Project	Capital Plan 2017 - 2022						
Project Title	**Total $ 2017 -2022**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**
G1 City Technology Upgrades	160,000	35,000	25,000	25,000	25,000	25,000	25,000
G2 General Facility Improvements	55,000	5,000	5,000	30,000	5,000	5,000	5,000
G3 Replace Pool, Facilities & Code Truck	74,000		20,000	25,000		29,000	
G4 Comprehensive Plan Update	35,000	35,000					
G5 Gym / Wayfinding Signs	17,000	17,000					
TOTAL ESTIMATED COSTS	**341,000**	**92,000**	**50,000**	**80,000**	**30,000**	**59,000**	**30,000**
Funding Sources							
Real Estate Excise Tax 1							
G1 City Technology Upgrades	160,000	35,000	25,000	25,000	25,000	25,000	25,000
G2 General Facility Improvements	55,000	5,000	5,000	30,000	5,000	5,000	5,000
G3 Replace Pool, Facilities & Code Truck	64,000		20,000	15,000		29,000	
G4 Comprehensive Plan Update	35,000	35,000					
G5 Gym / Wayfinding Signs	11,000	11,000					
Total REET 1	**325,000**	**86,000**	**50,000**	**70,000**	**30,000**	**59,000**	**30,000**
Grant Funding							
G5 Gym / Wayfinding Signs	6,000	6,000					
Total Grants	**6,000**	**6,000**					
Allocation from Utilities							
G3 Replace Pool, Facilities & Code Truck	10,000			10,000			
Total Allocation from Utilities	**10,000**			**10,000**			
TOTAL ESTIMATED FUNDING SOURCES	**341,000**	**92,000**	**50,000**	**80,000**	**30,000**	**59,000**	**30,000**

General Government G1

City Technology - Capital (excludes Police Tech)

DESCRIPTION

Variety of technology upgrades to the City including 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. Auburn IT will be updating amounts in next month or two.

CAPITAL PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
PC, Printers, Software	68,600	11,700	10,300	11,400	11,100	11,300	12,800
Network Hardware, Software, Audio & Recovery	75,700	15,100	14,700	6,100	13,900	13,700	12,200
New Phone System	15,700	8,200		7,500			
TOTAL COSTS	**160,000**	**35,000**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**
REQUESTED FUNDING							
Real Estate Excise Tax 1	160,000	35,000	25,000	25,000	25,000	25,000	25,000
TOTAL SOURCES	**160,000**	**35,000**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**

Technology City

		2015	2016	2017	2018	2019	2020	2021	2022
Total Workstations		25	25	25	25	25	25	25	25
	p/user								
Expenditures									
Phone System				$8,200					
PCs									
Purchase	$1,250	$2,715	$957	$0	$0	$1,250	$1,250	$2,500	$2,500
Replacement	$800	$1,600	$5,000	$5,000	$5,000	$5,000	$5,000	$3,500	$3,000
Printers/Mice/Access	$100	$625	$1,000	$625	$625	$625	$625	$625	$625
Mobile Devices	$400			$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
PC Software									
Software Purchase	$150	$938	$938	$938	$938	$938	$938	$938	$938
MS Office	$250			$3,500	$3,500	$3,500	$3,500	$3,500	$3,500
Software Upgrades	$100	$1,000		$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Anti-virus/SPAM	$50	$1,250		$1,250	$1,250	$1,250	$1,250	$1,250	$1,250
Network									
Server purchases	$5,000		$5,190	$7,000	$5,000	$4,000	$4,000	$2,000	$3,000
Server Upgrades	$4,000		$321	$750	$1,000	$2,000	$4,000	$4,000	$1,500
NW/Security Devices	$2,500			$2,500		$1,500		$1,500	$2,500
Network Software									
Operating Systems	$1,200	$1,200		$1,200	$2,200	$1,200	$1,000	$1,200	$2,200
Backup/WWW/other	$800	$500	$500	$800	$800	$800	$800	$800	$800
Other purchases									
Video/Audio	$400	$200	$400	$400	$400	$400	$400	$400	$400
Disaster Recovery	$1,500				$1,500				

CIP	2015	2016	2017	2018	2019	2020	2021	2022
Totals	$10,028	$14,305	$34,663	$24,713	$24,963	$25,263	$24,713	$24,713
Rounded Total	**$10,000**	**$14,000**	**$35,000**	**$25,000**	**$25,000**	**$25,000**	**$25,000**	**$25,000**

General Fund Operating Budget									
PD Records Mgmt	$12,662	$12,662	$12,662	$12,662	$12,662	$12,662	$12,662	$12,662	$12,662
Permit Trax	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000
Vision Financial	$6,300	$6,300	$6,300	$6,300	$6,300	$6,300	$6,300	$6,300	$6,300

Maint/Operating	2015	2016	2017	2018	2019	2020	2021	2022
Rounded Total	**$27,000**	**$27,000**	**$27,000**	**$27,000**	**$27,000**	**$27,000**	**$27,000**	**$27,000**

General Government G2

General Government Facility Upgrades

DESCRIPTION The Police Station is due for a new roof, and a contingency of $5,000 is for general upgrades to City Facilities.

CAPITAL PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Replace Police Roof	25,000			25,000			
General Upgrades	30,000	5,000	5,000	5,000	5,000	5,000	5,000
TOTAL COSTS	**55,000**	**5,000**	**5,000**	**30,000**	**5,000**	**5,000**	**5,000**
REQUESTED FUNDING							
Real Estate Excise Tax 1	55,000	5,000	5,000	30,000	5,000	5,000	5,000
TOTAL SOURCES	**55,000**	**5,000**	**5,000**	**30,000**	**5,000**	**5,000**	**5,000**

General Government G3

General Government Vehicle Replacement

DESCRIPTION

The Facilities truck is a 2002 Chevy with 150,000 miles. In the past three years, over $10,000 of repair work was done and the brakes currently need to be replaced. The City Hall pool car is a 1998 Mercury Sable that is unreliable and employees are using their own cars rather than use it. The Community Development vehicle is a 2004 Ford Expedition and will need to be replaced by at least 2021.

CAPITAL PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
2002 Facilities Truck Replace	25,000			25,000			
1998 City Hall Pool Car Replace	20,000		20,000				
2004 Com. Dev. Vehicle Replace	29,000					29,000	
TOTAL COSTS	**74,000**		**20,000**	**25,000**		**29,000**	
REQUESTED FUNDING							
PW Allocation	10,000			10,000			
Real Estate Excise Tax 1	64,000		20,000	15,000		29,000	
TOTAL SOURCES	**74,000**		**20,000**	**25,000**		**29,000**	

General Government G4

Comprehensive Plan Completion

DESCRIPTION

The City began and Comp Plan Update in 2014 as required by the Growth Management Act (GMA). Subcontract work was done by BergerAban and they used DKS Associates as their consultant for the transportation element of the plan. DKS has already completed over 90% of the tasks in that scope of work. The final 10% of that plan is approximately $35,000. The Comprehensive Plan update is behind the GMA schedule for adoption which is causing the City to be ineligible for grant funds. The plan needs to be completed to be in compliance with the Growth Management Act.

CAPITAL PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Comp Plan Update	35,000	35,000					
TOTAL COSTS	**35,000**	**35,000**					
REQUESTED FUNDING							
Real Estate Excise Tax 1	35,000	35,000					
TOTAL SOURCES	**35,000**	**35,000**					

General Government G5

Gym / Way Finding Signs

DESCRIPTION Signage is needed for the Gym, as well as for wayfinding in the City.

CAPITAL PROJECT COSTS	Total $ 2017 -2022	2017	2018	2019	2020	2021	2022
Gym Sign and Installation	5,000	5,000					
Wayfinding Signs and Installation	12,000	12,000					
TOTAL COSTS	**17,000**	**17,000**					
REQUESTED FUNDING							
Seattle Port Alliance Grant	6,000	6,000					
Real Estate Excise Tax 1	11,000	11,000					
TOTAL SOURCES	**17,000**	**17,000**					

REET 1 ANALYSIS SUMMARY (Fund 310)

Capital Improvement Plan 2017 - 2022

REET 1 - REVENUE	Total $ Project 2017 - 2022	Capital Improvement Plan 2017 - 2022					
		2017	2018	2019	2020	2021	2022
Beginning Fund Balance	**187,770**	**152,258**	**141,783**	**146,603**	**156,679**	**235,466**	**326,941**
REET Revenue (annual)							
1/4 of 1% REET - Existing Property	631,138	71,775	87,300	103,125	115,500	123,438	130,000
1/4 of 1% REET - Other new homes	570,000	41,250	67,500	93,750	144,375	148,125	75,000
Subtotal REET I Revenue	**1,201,138**	**113,025**	**154,800**	**196,875**	**259,875**	**271,563**	**205,000**
General Government	**1,388,908**	**265,283**	**296,583**	**343,478**	**416,554**	**507,029**	**531,941**

REET 1 - PROJECT EXPENDITURES	Total $ Project 2017 - 2022	Capital Improvement Plan 2017 - 2022					
		2017	2018	2019	2020	2021	2022
General Government							
G1 City Technology Upgrades	160,000	35,000	25,000	25,000	25,000	25,000	25,000
G2 General Facility Improvements	55,000	5,000	5,000	30,000	5,000	5,000	5,000
G3 Replace Gen. Govt Vehicles	64,000		20,000	15,000		29,000	
G4 Comprehensive Plan Completion	35,000	35,000					
G5 Gym / Wayfinding Signs	11,000	11,000					
Subtotal General Government	**325,000**	**86,000**	**50,000**	**70,000**	**30,000**	**59,000**	**30,000**
Parks							
P2 Grant Matching Funds	25,000	2,500	2,500	5,000	5,000	5,000	5,000
P3 Park Plan Update	40,000		20,000	20,000			
P5 Boat Launch Shoreline Restoration	150,000				30,000		120,000
P6 New Niche Wall	20,000		20,000				
P7 Rehabilitate E. Ginder Creek Property	40,000	20,000					20,000
Subtotal Parks	**275,000**	**22,500**	**42,500**	**25,000**	**35,000**	**5,000**	**145,000**
Public Safety							
L1 Police Technology	140,000	15,000	25,000	25,000	25,000	25,000	25,000
L2 Patrol Car Replacement Plan	40,000						40,000
Total Public Safety	**180,000**	**15,000**	**25,000**	**25,000**	**25,000**	**25,000**	**65,000**
Total REET 1 Projects	**780,000**	**123,500**	**117,500**	**120,000**	**90,000**	**89,000**	**240,000**
REET 1 Debt Repayment for Fire Vehicles	**137,276**			34,319	34,319	34,319	34,319
REET 1 Debt Repayment for Police Cars	**235,267**		32,480	32,480	56,769	56,769	56,769
TOTAL REET 1	**1,015,267**	**123,500**	**149,980**	**186,799**	**181,088**	**180,088**	**331,088**
REET 1 left for next year (Ending Balance)	**373,641**	**141,783**	**146,603**	**156,679**	**235,466**	**326,941**	**200,853**

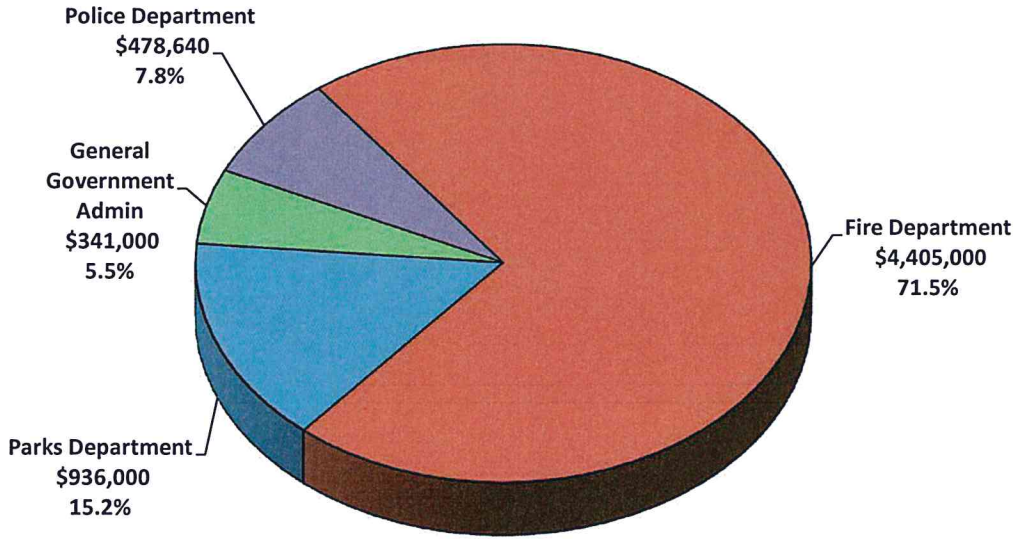
REET based on Houses sold	2017	2018	2019	2020	2021	2022
Existing Property Sales (in 000's)	87 @$330	97 @$360	110 @$375	120 @$385	125 @$395	130 @$400
Other new home sales (in 000's)	50 @$330	75 @$360	100 @$375	150 @$385	150 @$395	75 @$400

General Government Departments Summary

Capital Improvement Plan 2017 - 2022

	Total $ Project 2017 - 2022	2017	2018	2019	2020	2021	2022
Parks Department	936,000	37,500	124,500	45,000	91,000	343,000	295,000
Fire Department	4,405,000	-	365,000	-	825,000	125,000	3,090,000
Police Department	478,640	184,320	34,320	145,000	25,000	25,000	65,000
General Government - Admin	341,000	92,000	50,000	80,000	30,000	59,000	30,000
TOTAL Projected Expenditures	$ 6,160,640	$ 313,820	$ 573,820	$ 270,000	$ 971,000	$ 552,000	$ 3,480,000

Total General Government CIP by Department



$6,160,640

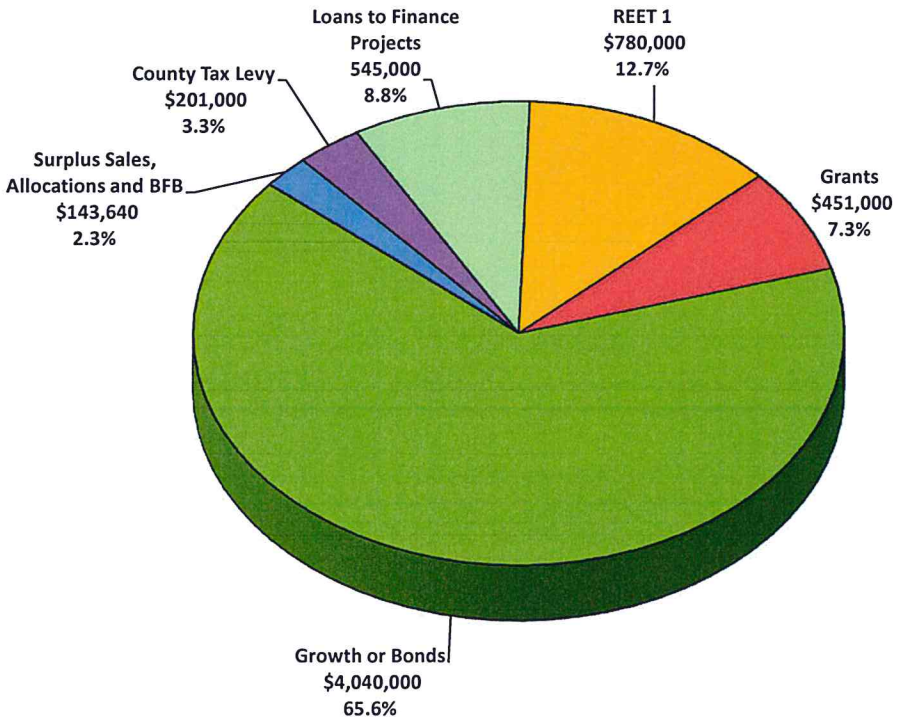
REET 1 Payments	Total 2017 - 2022	2017	2018	2019	2020	2021	2022
Repay Police Car Loan	235,267		32,480	32,480	56,769	56,769	56,769
Repay Fire Engine 98 Loan	137,276			34,319	34,319	34,319	34,319
Total	$ 372,543	$ -	$ 32,480	$ 66,799	$ 91,088	$ 91,088	$ 91,088

General Government Departments Funding Summary

Capital Improvement Plan 2017 - 2022

REQUESTED FUNDING	Total $ Project 2017 - 2022	2017	2018	2019	2020	2021	2022
REET 1 Funding	**780,000**	**123,500**	**117,500**	**120,000**	**90,000**	**89,000**	**240,000**
Loans to Finance Projects	**545,000**	**160,000**	**265,000**	**120,000**			
Funding from Growth or Bond Sales	**4,040,000**				**825,000**	**125,000**	**3,090,000**
County Tax Levy for Parks	**201,000**		**32,000**			**169,000**	
King County Conservation Funding	265,000		20,000	20,000	56,000	169,000	
Grants	156,000	6,000					150,000
Conservation Futures	30,000		30,000				
Total Grant Funding	**451,000**	**6,000**	**466,518**	**20,000**	**56,000**	**169,000**	**150,000**
Surplus Sales	100,000		100,000				
Allocation from Utilities	25,000	15,000		10,000			
Project Fund Balance Funding	18,640	9,320	9,320				
Total Surplus Sales, Allocation, and Fund Balance	**143,640**	**24,320**	**109,320**	**10,000**			
TOTAL REQUESTED FUNDING SOURCES	**$6,160,640**	**$313,820**	**$990,338**	**$270,000**	**$971,000**	**$552,000**	**$3,480,000**

General Government CIP by Type of Funding Total: $6,160,640



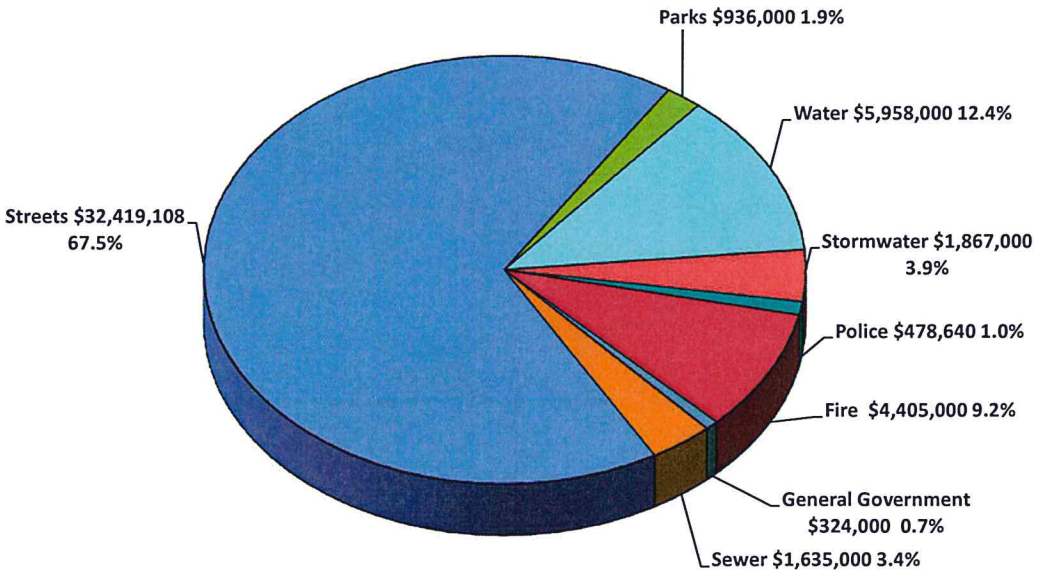
Capital Improvement Plan 2017 - 2022

Total Summary by Department

CAPITAL PROJECTS

Departments	Total $ Project 2017 - 2022	2017	2018	2019	2020	2021	2022
Street Department	32,419,108	7,528,108	3,851,000	3,810,000	6,660,000	9,100,000	1,470,000
Water Department	5,958,000	530,000	2,514,000	371,000	623,000	870,000	1,050,000
Sewer Department	1,635,000	160,000	367,000	82,000	422,000	92,000	512,000
Stormwater Department	1,867,000	57,000	1,500,000	40,000	50,000		220,000
Parks and Recreation	936,000	37,500	124,500	45,000	91,000	343,000	295,000
Police Department	478,640	184,320	34,320	145,000	25,000	25,000	65,000
Fire Department	4,405,000		365,000		825,000	125,000	3,090,000
City Administration	341,000	92,000	50,000	80,000	30,000	59,000	30,000
TOTAL Project COSTS	**$48,039,748**	**$8,588,928**	**$8,805,820**	**$4,573,000**	**$8,726,000**	**$10,614,000**	**$6,732,000**

Total CIP: $48,039,748



DRAFT
CITY OF BLACK DIAMOND

2016 Schedule
2017 – 2022 Capital Improvement Plan (CIP)

	Process	Internal Due Date	Workstudy	City Council Meetings
1	CIP Planning Meeting	Feb 23		
2	CIP Call letter & worksheet to affected departments (include goals, rules and timelines)	March 1		
3	Departments Update detailed requests and submit to Finance and City Administration	July 11 – July 29		
4	Finance combines revenue and all Department requests for review by Administration. Administration Reviews with Finance and Departments to requested Projects.	Aug 1 - 9		
5	Finance, Public Works, Administration meet with Mayor to review PW projects & revenue	Aug 10		
6	CIP Workstudy – Non Public Works		August 25	
7	CIP Workstudy – Public Works		Sept 8	
8	Public Hearing for 2017 – 2022 CIP	Aug 26 - in newspaper		Sept 15
9	Council adopts 2017 – 2022 CIP			Sept 15 or Oct 6

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:
Ordinance amending the 2016 Budget Ordinance 15-1068 to add excess revenue and Grants received during 2016 and the related Grants and expenditures in excess of estimates.

Cost Impact (see also Fiscal Note): $472,132
Fund Source: --Grants and excess revenue
Timeline: 2016

Agenda Date: December 15, 2016 **AB16-079**

Mayor Carol Benson	
City Administrator	
City Attorney David Linehan	
City Clerk – Brenda L. Martinez	
Com Dev/Nat Res –	
Finance – May Miller	X
MDRT/Ec Dev – Andy Williamson	
Police – Chief Kiblinger	
Public Works – Seth Boettcher	
Court – Stephanie Metcalf	

Agenda Placement: ☒ Mayor ☒ Two Councilmembers ☐ Committee Chair ☐ City Administrator

Attachments: Ordinance 16-XXXX and Exhibit A Summary and details

SUMMARY STATEMENT:

Councilmembers Morgan, Pepper, and Weber voted no on this Ordinance at the continued November 17, 2016 meeting that was held November 29, 2016. They recommended this item to their Budget Committee. A workstudy was also held on December 8, 2016 to review this item. Councilmembers Deady and Edelman have placed this item on the agenda.

Washington State Law RCW 35A.33.120 allows budget amendments for funds or Grants received in excess of estimated Revenues during the fiscal year of 2016. Each Fund must have budgets in place to cover the expenditures during a fiscal year. If excess Grants or funds are received in 2016 a budget amendment Ordinance needs to be approved to cover the additional Grant or expenditure costs of $472,132.

The Original 2016 Budget was adopted by Ordinance 15-1068 on December 7, 2015 and did not anticipate the four Grants that the city received in 2016 for a total of $458, 632. The Grants are: 1. Street Fund RE-Light Washington TIB Grant to add replacement LED Lights approved by Resolution 16-1068, 2. King County Flood Reduction Grant to design Covington Creek Culverts approved by Resolution 15-1057, 3. King County Grant for North Commercial Storm Pond approved by Resolution 16-1099 and 4. A Police Federal Financial Assistance Grant through Washington State Parks for all areas of Boat Safety costs at Lake Sawyer. This was a 2016 seven month grant that ended September 30, 2016..

This budget change also includes excess Stormwater Revenue received of $13,500 during 2016 that will be needed to cover the expenditure cost of the Professional Service for of the Low Impact-code updates.

FISCAL NOTE (Finance Department):
The 2016 Budget Change for $472,132 is needed to cover the 2016 Grants and Stormwater Professional Service Cost for Low Impact Development. Excess 2016 Revenue and Grant

Revenue covers 100% of the expenditures. No Fund Balance was used for this Budget Change.
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:
RECOMMENDED ACTION: **MOTION to approve Ordinance 16-XXXX *(number to be assigned by Clerk after adoption),* adopting the 2016 Budget Amendment.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
November 17, 2016	No quorum – continued meeting to Nov 29	
November 29, 2016	Motion to adopt – Failed 2-3 (Morgan, Weber, Pepper) Moved to committee	
December 15, 2016		

ORDINANCE NO. 16-XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AMENDING THE BUDGET FOR CALENDAR YEAR 2016 AS ADOPTED BY ORDINANCE 15-1068 for MEANS OF APPROPRIATIONS, ADJUSTMENTS AND TRANSFERS WITHIN VARIOUS FUNDS IN ACCOUNTS IN THE 2016 BUDGET

WHEREAS, RCW 35A.33.120(4) allows budget amendments to be authorized by ordinance for funds received in excess of estimated Revenues during the fiscal year if those amounts exceed the amounts set forth in Ordinance No. 15-1068; and

WHEREAS, it is necessary to make adjustments to those accounts and/or funds by means of appropriation adjustments and transfers to the 2016 Budget;

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

Section 1. Section 3 of Ordinance 15-1068 is hereby amended with the following additions:

Fund #	Fund Title	Budget Amendment
001	General Fund	11,889
320	Capital Fund - Public Works	58,100
410	Stormwater Fund	402,143
Total Budget Additions		**$ 472,132**

Section 2. This Ordinance shall be in full force and effect five days after its passage, approval, posting and publication in summary form as provided by law.

Introduced on 17th day of November, 2016.

Passed by a majority of the City Council at a regular meeting held on the _____ day of _____ 2016.

_____
Mayor Carol Benson

Attest:

_____
Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

_____
David Linehan, City Attorney

Published: _____
Posted: _____
Effective Date: _____

City of Black Diamond, Washington

[redacted] **Budget Amendment**

A. Estimated Expenditures by Fund

Fund #	Fund Title	Ordinance 15-1069 Budget 2016	Ordinance 16-XXXX, [redacted] 2016 Budget Adjustment 2016	Total Adj. Budget 2016
Fund 001	General Fund	5,586,502	11,889	5,598,391
Fund 101	Street Fund	328,979		328,979
Fund 107	Fire Impact Fee Fund	61,605		61,605
Fund 108	Trans. Benefit District Fund	60,000		60,000
Fund 310	Capital Fund-Gen govt	327,243		327,243
Fund 311	REET I	228,491		228,491
Fund 320	Capital Fund -Public Works	2,043,211	58,100	2,101,311
Fund 321	REET II	211,144		211,144
Fund 401	Water Fund	959,883		959,883
Fund 402	Water Supply Facility Fund	630,150		630,150
Fund 404	Water Res/Capital Fund	716,701		716,701
Fund 407	Sewer Operating Fund	963,901		963,901
Fund 408	Sewer Res/Capt Fund	737,540		737,540
Fund 410	Stormwater Fund	505,738	402,143	907,881
Fund 510	Equipment Replacement Fund	384,402		384,402
Total		**$ 13,745,490**	**$ 472,132**	**$ 14,217,622**

City of Black Diamond, Washington

November 17, 2016 Budget Amendment

A. Estimated Expenditures by Fund

Fund #	Fund Title	Ordinance 15-1069 Budget 2016	Ordinance 16-XXXX, Nov 2016 Budget Adjustment 2016	Total Adj. Budget 2016
Fund 001	General Fund	5,586,502	11,889	5,598,391
Fund 101	Street Fund	328,979		328,979
Fund 107	Fire Impact Fee Fund	61,605		61,605
Fund 108	Trans. Benefit District Fund	60,000		60,000
Fund 310	Capital Fund-Gen govt	327,243		327,243
Fund 311	REET I	228,491		228,491
Fund 320	Capital Fund -Public Works	2,043,211	58,100	2,101,311
Fund 321	REET II	211,144		211,144
Fund 401	Water Fund	959,883		959,883
Fund 402	Water Supply Facility Fund	630,150		630,150
Fund 404	Water Res/Capital Fund	716,701		716,701
Fund 407	Sewer Operating Fund	963,901		963,901
Fund 408	Sewer Res/Capt Fund	737,540		737,540
Fund 410	Stormwater Fund	505,738	402,143	907,881
Fund 510	Equipment Replacement Fund	384,402		384,402
Total		**$ 13,745,490**	**$ 472,132**	**$ 14,217,622**

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	**Agenda Date: December 15, 2016**	**AB16-080**
Approve Ordinance #16-XXXX authorizing the King County Metro pass-through Sewer rate increase effective January 1, 2017.	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	X
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note):	Police – Chief Kiblinger	
Fund Source: -- Sewer Rates	Public Works – Seth Boettcher	
Timeline: January 1, 2017	Court – Stephanie Metcalf	

Agenda Placement: ☒ Mayor ☒ Two Councilmembers ☐ Committee Chair ☐ City Administrator

Attachments: Ordinance 16-XXXX, Metro KC Council Ordinance #18305 with future KC rate schedule, Black Diamond Utility Rates comparison

SUMMARY STATEMENT:

Councilmembers Deady and Edelman have placed this item on the agenda.
A Public Hearing was held on December 1, 2016 to review the 2017 King County Metro pass- through rate increase of $2.19 per month per residential equivalent (ERU) effective January 1, 2017. This was also reviewed at a December 8, 2016 council workstudy meeting.

King County Council sent the city a copy of their Ordinance #18305 dated June 20, 2016 that approved their pass-through residential rate increase from $42.03 to $44.22 a month, effective January 1, 2017. This is the Pass through rate increase that Metropolitan King County has imposed for all of their Sewer system customers to recover their cost of operating their collection system, which takes sewer from each area through their treatment process. This monthly rate is collected by each city every month and remitted monthly in full to King County per our contract. This rate increase of $2.19 per month will cover rates for both 2017 and 2018 with the next increase not scheduled until 2019.

The city portion of the sewer rate will increase by the annual June 30, 2016 inflation rate OF 1.4% or twenty eight cents per residence per month. This increase was already approved by Council in 2013 with Ordinance 13-1008. Lifeline residences will only increase by one half that amount to fourteen cents per month.

A rate comparison is attached showing the comparison of the total monthly amounts a Black Diamond resident may pay for all their Utilities if they use an average of 1,000 cu feet of water per month.

FISCAL NOTE (Finance Department):
The Mayor's Preliminary 2017 Budget includes the King County Metro Pass-through rate increase and the city Inflationary increase for both the expected Revenues and Expenditures. Timing of the approval of this Ordinance is important as the citizens need to be notified in the December newsletter and all the

rates in the system need to be changed in order for this to be effective January 1, 2017.

Council has the fiscal responsibility to pass Utility rates needed to cover the Utility operating, debt and Capital expenditures of each utility Fund.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Approve Ordinance # 16-XXXX authorizing the King County Metro pass-through Sewer rate increase effecting January 1, 2017.

RECOMMENDED ACTION: **MOTION to adopt Ordinance No. 16-XXXX *(Clerk to assign number after adoption)* relating to adjustments to sewer charges; amending section 13.25.010 of the Black Diamond Municipal Code to increase the sewer rate commensurate with the increase imposed by King County Metro on its customers; and establishing an effective date of the new rate increase on sewer customers.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
December 1, 2016	Public Hearing	
December 8, 2016	Work Session	
December 15, 2016		

ORDINANCE NO. 16-XXXX

AN ORDINANCE OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, RELATING TO ADJUSTMENTS TO SEWER CHARGES; AMENDING SECTION 13.24.010 OF THE BLACK DIAMOND MUNICIPAL CODE TO INCREASE THE SEWER RATE COMMENSURATE WITH THE INCREASE IMPOSED BY KING COUNTY METRO ON ITS CUSTOMERS; AND ESTABLISHING AN EFFECTIVE DATE OF THE NEW RATE INCREASE ON SEWER CUSTOMERS

WHEREAS, the Metropolitan King County Council approved a sewer rate increase on June 20, 2016, with Ordinance 18305 for their contracting customers effective January 1, 2017; and

WHEREAS, a public hearing was held on December 1, 2016, to receive public input regarding the Metropolitan King County sewer pass-through rate increase; and

WHEREAS, in order to meet contract obligations to pay Metropolitan King County for our contracted collection and treatment services, the City needs to increase its pass-through sewer rate by the amount of the Metropolitan King County sewer rate increase to be effective January 1, 2017;

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

Section 1. Section 13.24.010 of the Black Diamond Municipal Code is hereby amended to read as follows:

13.24.010 Monthly Rates Designated. Effective January 1, 2017 sewer service charges shall be as follows:

A. General. The sewer service charge shall be the total of the base sewer service charge, the surcharge, and the applicable additional flow and unit charges.

B. Base Sewer Service Charge. The base sewer service charge shall be twenty dollars and fifty one cents.

C. Surcharge. There shall be, in addition to the base sewer service charge, a surcharge reflecting the cost of service charged to the City by King County for wastewater transmission, storage and treatment. The surcharge shall be Forty-four dollars and twenty two cents.

D. Single-family Residential Charge. Residential users served by a single meter to the residence shall be subject to the base sewer service charge plus the surcharge.

E. Lifeline Utility Program. Residential users served by a single meter who have been approved under the lifeline utility program will receive a discount on the city share of the sewer rate base sewer service charge as shown on the City fee schedule.

F. Other users; Additional Flow and Unit Charges. All users other than single-family residential; including but not limited to commercial users, multi-family residences and mobile home parks shall, for each water meter in use, be subject to the base sewer service charge plus the surcharge plus additional flow charges of Seven Dollars and thirty-five cents for each one hundred cubic feet of water consumed each month in excess of seven hundred fifty cubic feet, as measured by such water meter. The user shall, for each water meter in use that serves more than one unit, be subject to an additional unit charge of ten dollars for each additional unit served by that water meter. For purposes of this section, the word "unit" shall be defined as any dwelling unit, home, condominium, mobile home, manufactured home or location at which business is conducted.

G. Irrigation and Landscaping. Any user subject to an additional flow charge may apply to the City for installation of a separate meter to monitor water usage solely for irrigation and landscaping purposes. The individual or entity requesting such a meter shall pay the City for the cost of the meter and cost of installation. Water consumed for these purposes shall be subject to the base sewer service charge and surcharge but shall not be subject to the additional flow charge.

H. Home occupations. For purposes of this chapter, home occupations shall not be considered a second use.

I. Taxes. Federal, state and local taxes, where applicable, shall be added to the sums as set forth above.

J. CPI-U Annual Adjustment. The monthly base sewer service, additional flow and unit charges set forth herein shall be adjusted annually at 12:01 a.m. on January 1st of each year by the annual percentage of change in the all urban consumer price index ("CPI-U") published by the Bureau of Labor Statistics of the U.S. Department of Labor for the Western Region, using the July index for the year immediately preceding the year of the adjustment.* In no event shall the monthly charges decrease as a result of the CPI-U adjustment without separate and specific action by the city council. The CPI-U adjustment shall apply to the base sewer service, additional flow and unit charges, as annually adjusted pursuant to this section.

* NOTE: For example, if the annual percentage increase in the CPI-U for the Western Division for July 2016 was 1.4 percent (the percentage of change in the CPI-U from July of 2015 to June 30, of 2016), the monthly base

sewer service, additional flow and unit charges for 2017 is increased on January 1, 2017 by 1.4 percent.

Section 2. This Ordinance shall be effective at 12:01 a.m. on January 1, 2017, which is more than five days after the date of publication. A summary of this Ordinance may be published in lieu of publishing the Ordinance in its entirety.

Section 3. If any provision of this Ordinance is determined to be invalid or unenforceable for any reason, the remaining provisions of this Ordinance shall remain in force and effect.

Introduced the 1st day of December, 2016.

Passed by a majority of the City Council at a Council meeting held on the _____ day of December, 2016.

_____
Mayor Carol Benson

Attest:

_____
Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

_____
David Linehan, City Attorney

Published: December
Posted: December
Effective Date: December

King County
Wastewater Treatment Division
Department of Natural Resources and Parks
201 South Jackson Street, Suite 502
Seattle, WA 98104-3855
Phone 206-477-5521 Fax 206-263-6073
TTY Relay: 711

RECEIVED
OCT 06 2016

October 1, 2016

TO: All Component Agencies

FROM: Francesca Ho
Finance & Administration Section

SUBJECT: **2017 Sewer Rate**

The sewer rate for 2017 will be $44.22 per residential customer or residential customer equivalent per month.

If you have any questions, please contact me at (206) 477-5521 or at francesca.ho@kingcounty.gov.

Thank you.

King County

KING COUNTY

Signature Report

June 20, 2016

Ordinance 18305

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Proposed No. 2016-0233.1 **Sponsors** Upthegrove

AN ORDINANCE determining the monetary requirements for the disposal of sewage for the fiscal year beginning January 1, 2017, and ending December 31, 2017; setting the sewer rate for the fiscal year beginning January 1, 2017, and ending December 31, 2017, and approving the amount of the sewage treatment capacity charge for 2017, in accordance with RCW 35.58.570; and amending Ordinance 12353, Section 2, as amended, and K.C.C. 4A.670.100 and Ordinance 11398, Section 1, as amended, and K.C.C. 28.84.055.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Ordinance 12353, Section 2, as amended, and K.C.C. 4A.670.100 are each hereby amended to read as follows:

A. Having determined the monetary requirements for the disposal of sewage, the council hereby adopts a ((~~2016~~)) 2017 sewer rate of ((~~forty-two dollars and three~~)) forty-four dollars and twenty-two cents per residential customer equivalent per month. Once a sewer rate ordinance becomes effective, the clerk of the council is directed to deliver a copy of that ordinance to each agency having an agreement for sewage disposal with King County.

B. The King County council approves the application of ((~~Statement of Financial Accounting Standards No. 71 (FAS 71)~~)) Statement No. 62 of the Governmental Accounting Standards Board (GASB-62) as it pertains to regulatory assets and liabilities to treat pollution remediation obligations and RainWise Program expenditures and strategic planning costs as regulatory assets, recovered ratably over the life of the underlying financing, and establish a rate stabilization reserve for the purpose of leveling rates between years.

C. As required for ((~~FAS 71~~)) GASB-62 application, amounts are to be placed in the rate stabilization reserve from operating revenues and removed from the calculation of debt service coverage. The reserve balance shall be an amount at least sufficient to maintain a level sewer rate between ((~~2015~~)) 2017 and ((~~2016~~)) 2018, and shall be used solely for the purposes of: maintaining the level sewer rate in ((~~2016~~)) 2018; and if additional reserve balance is available, moderating future rate increases beyond ((~~2016~~)) 2018. The estimated amount of the reserve, as shown in the financial forecast, Attachment A to ((~~Ordinance 18064~~)) this ordinance, shall be revised in accordance with the ((~~2015/2016~~)) 2017/2018 adopted biennial budget and financial plan. If the reserve needs to be reduced to meet debt service coverage requirements for ((~~2015~~)) 2016, the county executive shall notify the council of the change by providing an updated financial forecast.

SECTION 2. Monetary requirements for the disposal of sewage as defined by contract with the component sewer agencies for the fiscal year beginning January 1, 2017, and ending December 31, 2017. The council hereby determines the monetary requirements for the disposal of sewage as follows:

Administration, operating, maintenance repair and replacement (net of other income): $66,064,664.

Establishment and maintenance of necessary working capital reserves: $23,486,458.

Requirements of revenue bond resolutions (not included in above items and net of interest income): $304,476,273.

TOTAL: $394,027,395.

SECTION 3. Ordinance 11398, Section 1, as amended, and K.C.C. 28.84.055 are each hereby amended as follows:

A. The amount of the metropolitan sewage facility capacity charge adopted by K.C.C. 28.84.050.O. that is charged monthly for fifteen years per residential customer or residential customer equivalent shall be:

1. Seven dollars for sewer connections occurring between and including January 1, 1994, and December 31, 1997;

2. Ten dollars and fifty cents for sewer connections occurring between and including January 1, 1998, and December 31, 2001;

3. Seventeen dollars and twenty cents for sewer connections occurring between and including January 1, 2002, and December 31, 2002;

4. Seventeen dollars and sixty cents for sewer connections occurring between and including January 1, 2003, and December 31, 2003;

5. Eighteen dollars for sewer connections occurring between and including January 1, 2004, and December 31, 2004;

6. Thirty-four dollars and five cents for sewer connections occurring between and including January 1, 2005, and December 31, 2006;

7. Forty-two dollars for sewer connections occurring between and including January 1, 2007, and December 31, 2007;

8. Forty-six dollars and twenty-five cents for sewer connections occurring between and including January 1, 2008, and December 31, 2008;

9. Forty-seven dollars and sixty-four cents for sewer connections occurring between and including January 1, 2009, and December 31, 2009;

10. Forty-nine dollars and seven cents for sewer connections occurring between and including January 1, 2010, and December 31, 2010;

11. Fifty dollars and forty-five cents for sewer connections occurring between and including January 1, 2011, and December 31, 2011;

12. Fifty-one dollars and ninety-five cents for sewer connections occurring between and including January 1, 2012, and December 31, 2012;

13. Fifty-three dollars and fifty cents for sewer connections occurring between and including January 1, 2013, and December 31, 2013; ((~~and~~))

14. Fifty-five dollars and thirty-five cents for sewer connections occurring between and including January 1, 2014, and December 31, 2014((~~,~~));

15. Fifty-seven dollars for sewer connections occurring between and including January 1, 2015, and December 31, 2015((~~,~~));

16. Fifty-eight dollars and seventy cents for sewer connections occurring between and including January 1, 2016, and December 31, 2016; and

17. Sixty dollars and eighty cents for sewer connections occurring between and including January 1, 2017, and December 31, 2017.

B.1. In accordance with adopted policy FP-15.3.d. in the Regional Wastewater Services Plan, K.C.C. 28.86.160.C., it is the council's intent to base the capacity charge upon the costs, customer growth and related financial assumptions used in the Regional Wastewater Services Plan.

2. In accordance with adopted policy FP- 6 in the Regional Wastewater Services Plan, K.C.C. 28.86.160.C., the council hereby approves the cash balance and reserves as contained in the attached financial plan for ((~~2016~~)) 2017.

3. In accordance with adopted policy FP-15.3.c., King County shall pursue changes in state legislation to enable the county to require payment of the capacity charge

in a single payment, while preserving the option for new ratepayers to finance the capacity charge.

Ordinance 18305 was introduced on 5/9/2016 and passed by the Metropolitan King County Council on 6/20/2016, by the following vote:

Yes: 8 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn, Mr. McDermott, Mr. Upthegrove, Ms. Kohl-Welles and Ms. Balducci
No: 1 - Mr. Dembowski
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

J. Joseph McDermott, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this 20 day of JUNE, 2016

Dow Constantine, County Executive

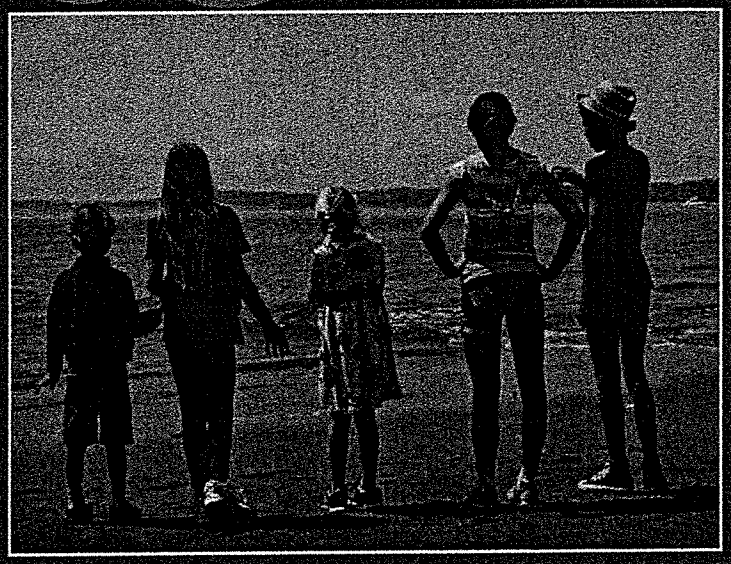
Attachments: A. Wastewater Treatment Division Financial Plan for the 2017 Proposed Sewer Rate

Attachment A: Wastewater Treatment Division Financial Plan for the 2017 Proposed Sewer Rate Ordinance 18305

Biennium Recommended 18305	2015 Forecast	2016 Forecast	2017 Forecast	2018 Forecast	2019 Forecast	2020 Forecast	2021 Forecast	2022 Forecast
CUSTOMER EQUIVALENTS (RCEs)	736.09	740.50	744.94	748.67	752.79	757.45	762.15	766.86
MONTHLY RATE	$42.03	$42.03	$44.22	$44.22	$46.53	$46.53	$ 47.73	$ 48.97
% Increase	5.6%	0.0%	5.2%	0.0%	5.2%	0.0%	2.6%	2.6%
BEGINNING OPERATING FUND	$ 59,120	$ 59,120	$ 61,028	$ 60,993	$ 58,980	$ 55,989	$ 46,738	$ 46,397
OPERATING REVENUE:								
Customer Charges	$ 371,252	$ 373,480	$ 395,329	$ 397,305	$ 420,327	$ 422,940	$ 436,537	$ 450,637
Capacity Charge	66,405	66,202	70,366	75,623	81,204	87,187	93,513	100,266
Other Income	12,230	10,656	11,000	11,330	11,670	12,020	12,381	12,752
Investment Income	2,764	2,512	2,596	3,519	5,441	7,760	9,392	11,422
Rate Stabilization	(12,000)	-	-	2,500	3,600	7,885	3,000	9,365
TOTAL OPERATING REVENUES	$ 440,651	$ 452,850	$ 479,291	$ 490,277	$ 522,242	$ 537,811	$ 554,823	$ 584,441
OPERATING EXPENSE	(128,700)	(147,783)	(147,431)	(152,301)	(158,393)	(164,729)	(171,318)	(178,171)
DEBT SERVICE REQUIREMENT PARITY DEBT	(167,694)	(162,435)	(165,266)	(169,657)	(179,260)	(190,334)	(198,703)	(209,970)
DEBT SERVICE REQUIREMENT PARITY LIEN OBLIGATIONS	(41,209)	(54,017)	(54,239)	(54,188)	(54,124)	(53,554)	(53,488)	(53,436)
SUBORDINATE DEBT SERVICE	(18,169)	(38,164)	(47,518)	(53,035)	(52,430)	(51,500)	(51,930)	(53,491)
DEBT SERVICE COVERAGE RATIO PARITY DEBT	1.86	1.68	2.01	1.99	2.03	1.96	1.93	1.93
DEBT SERVICE COVERAGE RATIO TOTAL PAYMENTS	1.37	1.20	1.24	1.22	1.27	1.26	1.26	1.28
AMORTIZATION OF VARIABLE RATE DEBT	-	-	(920)	(1,647)	(1,739)	(1,832)	(2,288)	(11,510)
LIQUIDITY RESERVE CONTRIBUTION	(450)	(1,908)	35	(487)	(609)	(634)	(659)	(685)
TRANSFERS TO CAPITAL	(85,109)	(60,335)	(76,328)	(71,750)	(87,827)	(88,938)	(88,287)	(88,635)
RATE STABILIZATION RESERVE	$ 46,250	$ 46,250	$ 46,250	$ 43,750	$ 40,150	$ 32,265	$ 29,265	$ 19,900
OPERATING LIQUIDITY RESERVE BALANCE	12,870	14,778	14,743	15,230	15,839	16,473	17,132	17,817
OPERATING FUND ENDING BALANCE	$ 59,120	$ 61,028	$ 60,993	$ 58,980	$ 55,989	$ 48,738	$ 46,397	$ 37,717
CONSTRUCTION FUND								
BEGINNING FUND BALANCE	$ 36,287	$ 87,323	$ 62,834	$ 5,001	$ 5,000	$ 5,000	$ 5,000	$ 5,000
REVENUES:								
Parity Bonds	71,900	35,615	-	60,976	134,183	152,668	118,422	151,653
Variable Debt Bonds (new money only)	-	-	-	47,297	-	-	20,405	-
Interim Debt			920	1,647	1,739	1,832	2,288	11,510
Grants & Loans	32,330	58,917	18,523	-	-	-	-	-
Other	500	500	500	500	500	500	500	500
Transfers From Operating Fund	85,109	60,335	76,328	71,750	87,827	88,938	88,287	88,635
TOTAL REVENUES	$ 189,839	$ 155,367	$ 96,271	$ 182,170	$ 224,249	$ 241,938	$ 229,902	$ 252,297
CAPITAL EXPENDITURES	(152,800)	(175,975)	(162,832)	(184,242)	(219,912)	(226,811)	(218,105)	(237,917)
DEBT ISSUANCE COSTS	(646)	(712)	-	(1,456)	(2,684)	(3,053)	(2,470)	(3,033)
BOND RESERVE TRANSACTIONS	3,076	(2,251)	10,000	5,570	(240)	(11,091)	(8,603)	(11,017)
ADJUSTMENTS	11,567	(917)	(1,272)	(2,043)	(1,413)	(982)	(723)	(330)
ENDING FUND BALANCE	$ 87,323	$ 62,834	$ 5,001	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000
CONSTRUCTION FUND RESERVES								
Bond & Loan Reserves	$ 173,918	$ 175,801	$ 167,073	$ 163,564	$ 165,218	$ 177,291	$ 186,617	$ 197,964
Policy Reserves	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
TOTAL FUND RESERVES	$ 188,918	$ 190,801	$ 182,073	$ 178,564	$ 180,218	$ 192,291	$ 201,617	$ 212,964
CONSTRUCTION FUND BALANCE	$ 276,242	$ 253,635	$ 187,074	$ 183,564	$ 185,218	$ 197,291	$ 206,617	$ 217,964

King County
Department of
Natural Resources and Parks
Wastewater Treatment Division

the next 50 Clean Water & Beyond



Ratepayer Report 2016

April 2016

Our regional wastewater treatment system has a big job to do. Not only does it operate around the clock to sustain a healthy environment, this vital infrastructure supports economic development that enables our region to thrive.

To keep the system operating reliably as our population grows, King County will need to continue investing in system upgrades and improvements.

This report was developed to share information about the services we provide, and to explain a proposed rate increase of $2.19 scheduled to go into effect on Jan. 1, 2017. Under the proposal, the monthly wholesale sewer rate of $42.03 would increase by $2.19 to $44.22. The capacity charge of $58.70 that newly connecting customers pay in addition to their monthly sewer rate would increase by $2.10 to $60.80.

The sewer rate provides the revenue to operate our regional treatment facilities, and to inspect and maintain crucial equipment. Rate revenue also covers the cost to recycle valuable resources from the wastewater process, including energy, irrigation water and fertilizer replacements. These products support sustainable communities, mitigate climate change impacts and reduce reliance on fossil fuels. By creating resources from wastewater, we are on our way to becoming a carbon neutral utility by 2017.

The capacity charge revenue goes toward new facilities and system upgrades designed to accommodate our growing population. Since 2000, an additional 380,000 people live and work in King County, and making sure our system capacity keeps pace is an important responsibility.

The 2017-2018 rate proposal ensures that the Wastewater Treatment Division continues meeting regulatory requirements under state and federal environmental laws. It supports Duwamish and Puget Sound cleanup goals, funds programs to recycle valuable resources, and safeguards the health of our residents by regulating the disposal of industrial waste. Ratepayer investments also fund emergency preparedness to ensure our facilities are resilient to flooding, earthquakes, and other crises.

Finally, the proposal protects our credit rating so we can continue obtaining favorable interest rates on money we borrow to make capital improvements.

We hope this report increases your understanding of our utility's commitment to fiscal and environmental stewardship. We appreciate the opportunity to serve you and welcome your questions and comments.

Our headquarters in downtown Seattle.

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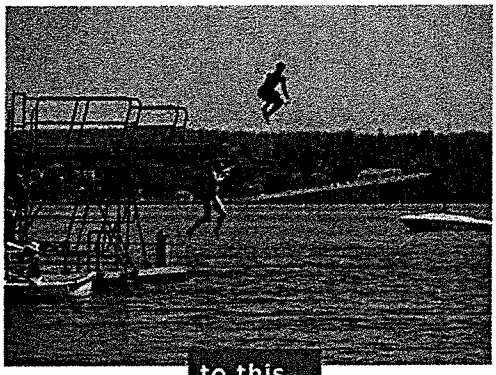
The History of Our Mission

KING COUNTY'S WASTEWATER TREATMENT DIVISION: A CLEAN-WATER AGENCY

from this...


to this...

WTD protects public health and enhances the environment by collecting and treating wastewater while recycling valuable resources for the Puget Sound region.

The natural beauty of the Puget Sound region provides an enviable quality of life for our residents and attracts thousands of visitors and newcomers each year.

But just 50 years ago, our water quality was in serious peril. Millions of gallons untreated sewage flowed daily into Lake Washington, Puget Sound and local rivers, fouling our waterways and recreational beaches.

Tired of pollution and frustrated by the lack of a regional authority to address it, the voters in 1958 established the Municipality of Metropolitan Seattle, better known as Metro. Construction on our two regional treatment plants – South Treatment Plant in Renton and West Point Treatment Plant in Seattle – was completed in the mid-1960s. Within just a few years, water quality began improving and today Lake Washington is one of the world's cleanest urban lakes.

In 1994, King County assumed authority of Metro and its legal obligation to treat wastewater for 34 jurisdictions and local sewer agencies throughout the Puget Sound region.

Today, King County's Wastewater Treatment Division continues its clean-water mission, treating wastewater and recycling its byproducts to create valuable resources such as energy, reclaimed water and biosolids. The division's investments and commitment to the environment will help to ensure our natural resources are protected for the next generation to enjoy.

FAST FACTS:

1.6 million POPULATION SERVED

424 square miles AREA SERVED

about 185 million gallons per day SEWAGE TREATED

27 million gallons in 2014 SEPTIC WASTE TREATED

3 REGIONAL TREATMENT PLANTS

Vashon Is. Carnation

2 LOCAL TREATMENT PLANTS

4 WET WEATHER TREATMENT PLANTS

47 PUMP STATIONS

19 REGULATOR STATIONS

A Regional System—Serving Our Local Partners and You

Under the regional system established by voters in 1958, the 34 sewer utilities within King County's wastewater service area (listed at right) no longer build and operate individual treatment plants. Today, they contract with King County to treat wastewater at one of three regional treatment plants.

The local jurisdictions and sewer utilities operate and maintain more than 5,100 miles of pipelines and numerous pump stations that collect wastewater from homes and businesses and send it to King County's regional system for treatment.

Their monthly sewer bills, which reflect the costs to manage, maintain and upgrade the local sewer collection systems, also include King County's monthly wholesale rate to cover our costs to operate and maintain the regional treatment system.

Why a regional system?

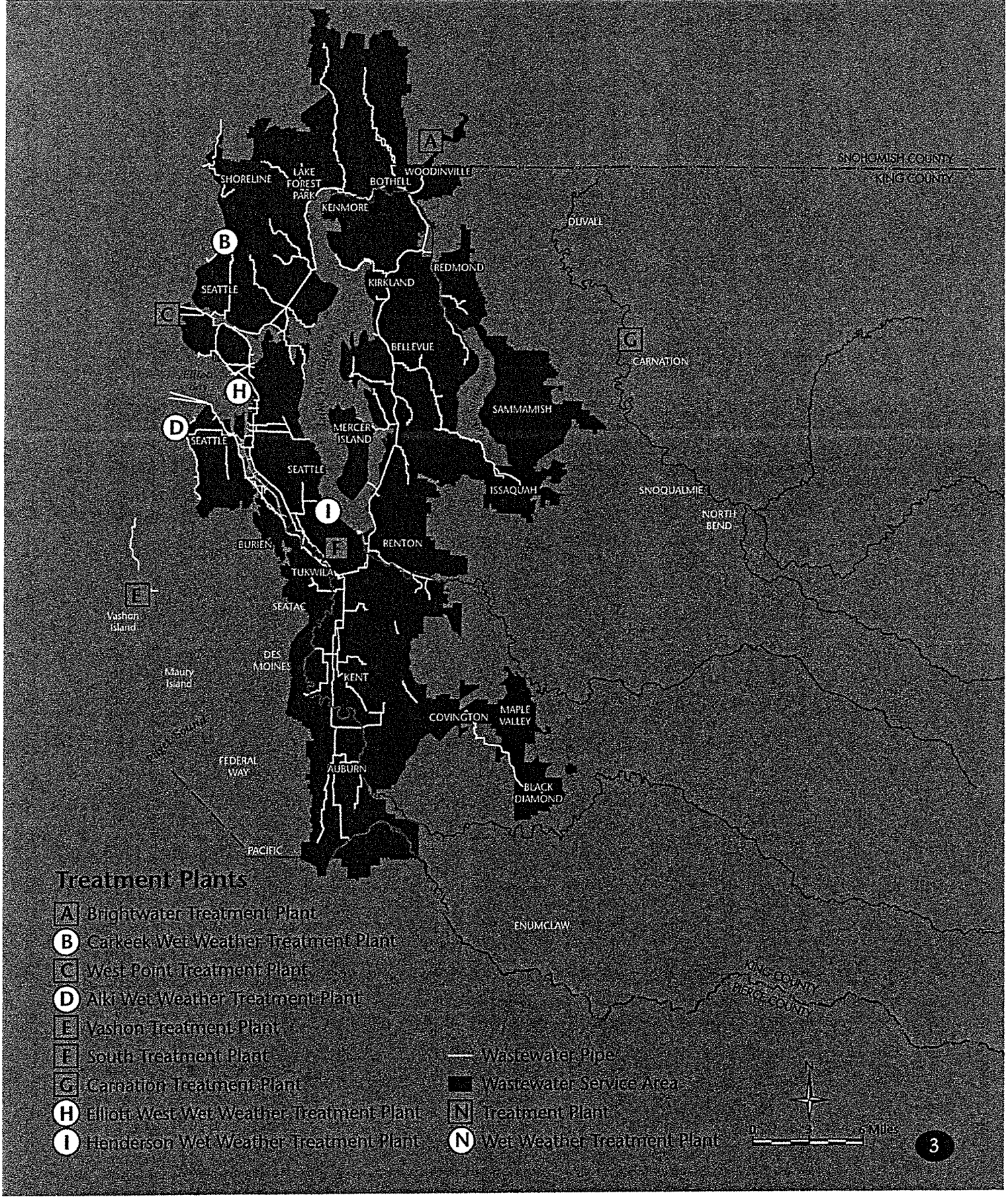
A regional system is overall more economical because it costs less to build and operate a few large facilities rather than several smaller ones. Costs can also be spread out over a larger customer base, which keeps rates stable while providing high quality service. Finally, the regional system provides flexibility because flows can be directed to other portions of the system during storms or emergencies.

Clean water starts here. *In 2015, WTD guided more than 15,000 community members and students through treatment plant tours, workshops, lectures and exhibits.*

CUSTOMER AGENCIES SERVED BY KING COUNTY

- Alderwood Water & Wastewater District
- City of Algona, Public Works
- City of Auburn, Public Works
- City of Bellevue, Utility Services
- City of Black Diamond, Public Works
- City of Bothell, Public Works
- City of Brier, Public Works
- City of Carnation, Public Works
- Cedar River Water & Sewer District
- Coal Creek Utility District
- Cross Valley Water District
- Highlands Sewer District
- City of Issaquah, Public Works
- City of Kent, Public Works
- City of Kirkland, Public Works
- City of Lake Forest Park, Public Works
- Lakehaven Utility District
- City of Mercer Island, Maintenance
- Muckleshoot Indian Tribe
- Northeast Sammamish Sewer & Water District
- Northshore Utility District
- Olympic View Water & Sewer District
- City of Pacific, Public Utilities
- City of Redmond, Public Works
- City of Renton, Public Works
- Ronald Wastewater District
- Sammamish Plateau Water & Sewer District
- City of Seattle, Public Utilities
- Skyway Water & Sewer District
- Soos Creek Water & Sewer District
- City of Tukwila, Public Works
- Valley View Sewer District (formerly Val Vue Sewer District)
- Vashon Sewer District
- Woodinville Water District

Our Service Area and Facilities



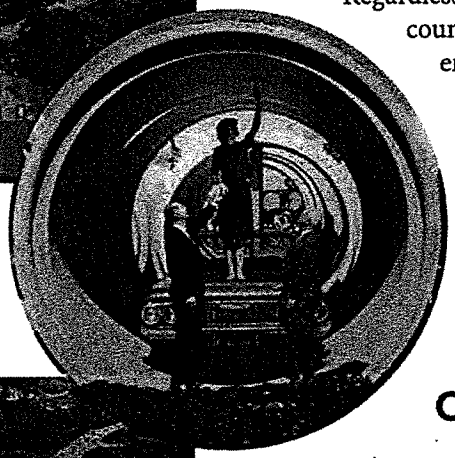
Treatment Plants

- A Brightwater Treatment Plant
- B Carkeek Wet Weather Treatment Plant
- C West Point Treatment Plant
- D Alki Wet Weather Treatment Plant
- E Vashon Treatment Plant
- F South Treatment Plant
- G Carnation Treatment Plant
- H Elliott West Wet Weather Treatment Plant
- I Henderson Wet Weather Treatment Plant

- Wastewater Pipe
- Wastewater Service Area
- N Treatment Plant
- N Wet Weather Treatment Plant

Our Services

South Treatment Plant, Renton



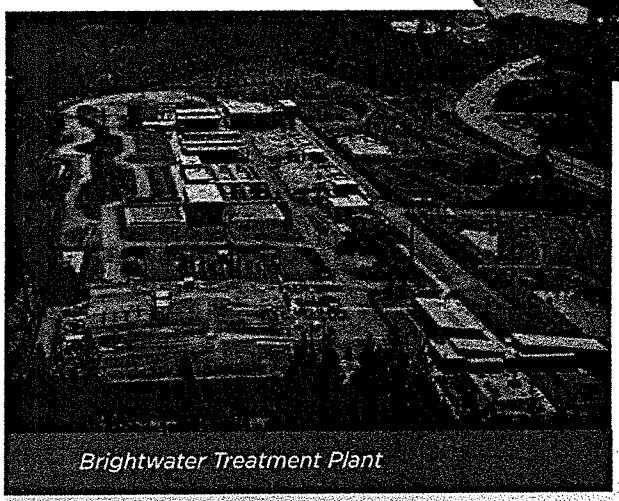
Sewer system pipe diameter ranges from 12 inches to 16 feet.

Treatment

Each day, King County treats about 185 million gallons of wastewater. During severe storms, peak volumes can easily exceed 700 million gallons in a day.

Regardless of weather conditions or flow volumes, the county is required to protect public health and the environment by meeting its water quality permit standards – 24 hours a day, seven days a week.

King County operates three regional wastewater treatment plants, two small local plants and four wet weather plants that treat combined flows of stormwater and wastewater during heavy rains.



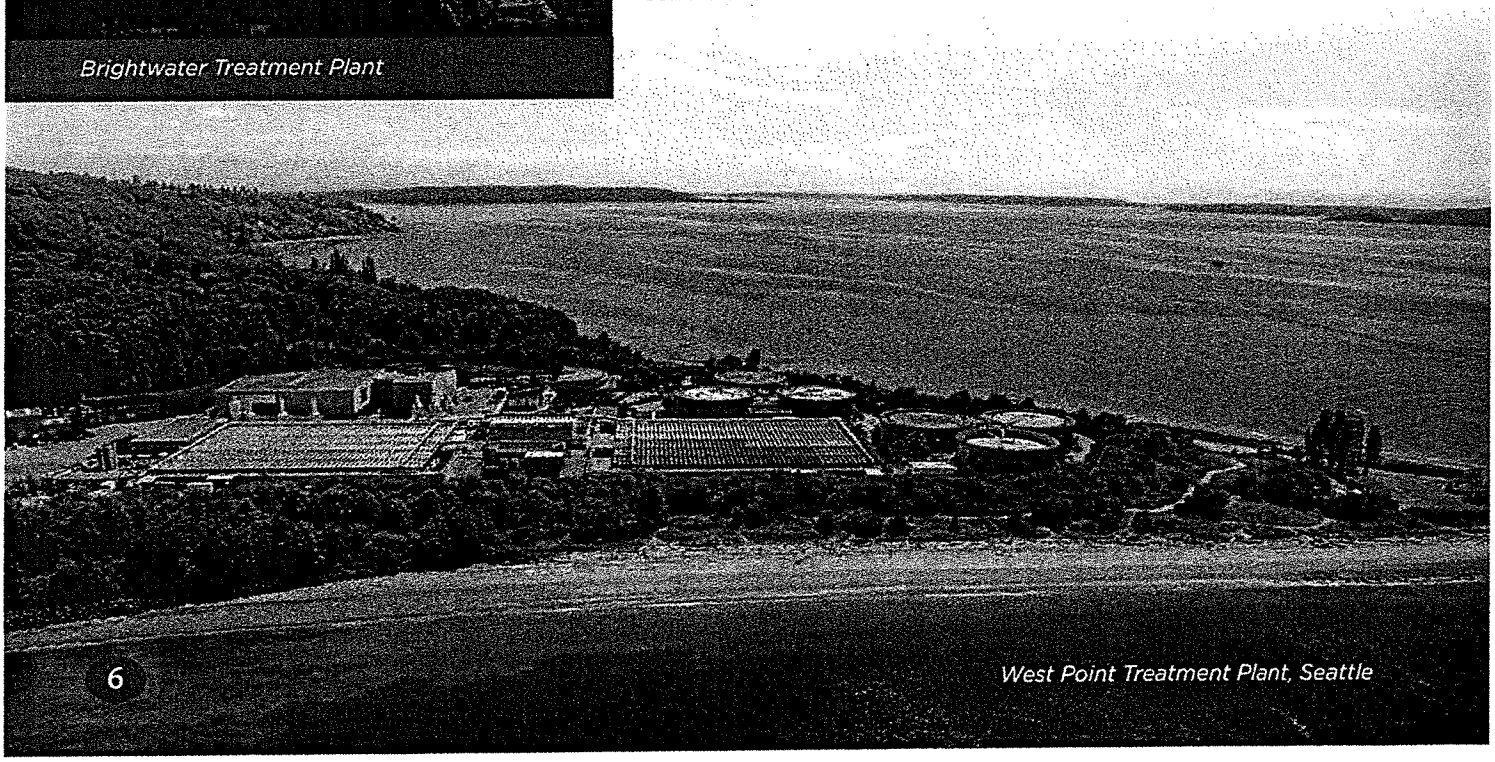
Brightwater Treatment Plant

Conveyance

The county's regional wastewater treatment conveyance system includes 391 miles of pipelines, which is a little more than the round trip distance between Seattle and Portland.

It also includes 47 pump stations and 19 regulator stations that operate around the clock to get your wastewater to a treatment plant.

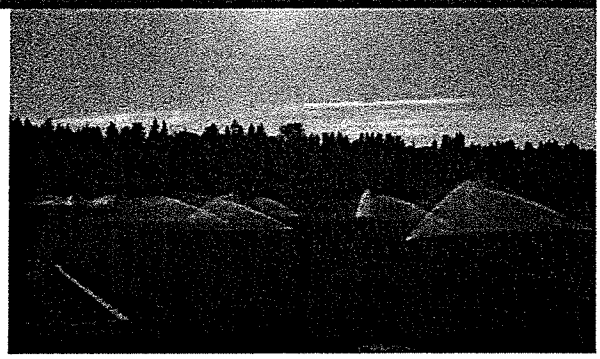
Division employees continually inspect, monitor and maintain these facilities to ensure reliable operation in all types of weather and flow conditions.



West Point Treatment Plant, Seattle

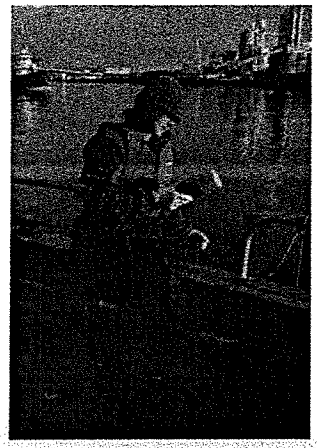
Resource recovery – creating resources from wastewater

Beyond treating wastewater, the utility continues to invest in programs to harness valuable resources from the treatment process. Through renewable energy production, energy conservation, and carbon and nutrient recycling, the division strives to meet its goal to operate as a carbon-neutral utility by 2020, which means we will make no net release of carbon dioxide to the atmosphere.



The division produces about 300 million gallons of high-quality recycled water each year. In response to customer interest in recycled water during the severe and historic 2015 drought that put stress on King County ecosystems, WTD entered new agreements to provide recycled water to the Lake Washington Youth Soccer Association's play fields at 60 Acres Park, and the City of Kirkland for its municipal uses.

Pollution prevention and cleanup

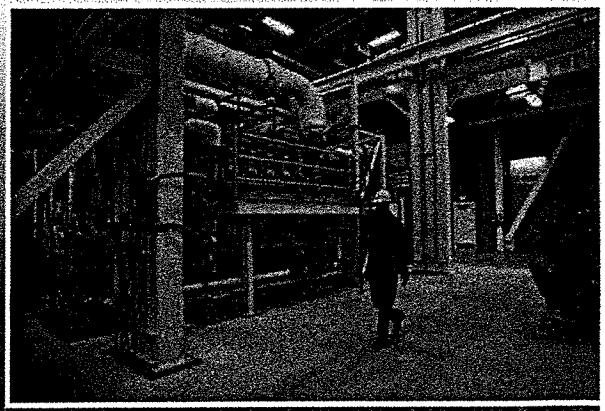


Working with state and local agencies to keep new and ongoing sources of pollution out of local waters is another important agency responsibility.

WTD is nearing the finish line on its Protecting Our Waters Program to control overflows of stormwater and sewage that still occur in older parts of Seattle during heavy rains, with its remaining seven projects slated for completion by 2030.

Employees with the Industrial Waste Program will continue enforcing regulations to prevent businesses from discharging harmful substances into the sewer system that could damage the treatment plant, pollute water or kill marine life.

(Below) Methane gas produced naturally by the treatment process is captured and turned into energy for plant processes or sold to local utilities. WTD also operates cogeneration systems at two of its treatment plants that transform waste gas into electricity that is used onsite or returned to the power grid.



WTD recycles about 120,000 tons of Loop® biosolids annually, which nourishes 7,000 acres of farms and forests. Loop's ability to store carbon and mitigate the effects of greenhouse gas emissions is the equivalent of taking 8,000 cars off the road each year.

The Wastewater Treatment Process

That flush may be the end for you, but for us, it's where we get started.

On an average day, you'll likely use about 75 to 100 gallons of water. After you flush a toilet, brush your teeth, wash clothes, or take a shower, that "used" water leaves your house, but it doesn't go away.

King County works with your local sewer agency to take the sewage from your home or workplace, clean it, recycle it, and return it safely to the environment.

PROTECTING WATER QUALITY STARTS WITH YOU

- **Don't trash the system.** Putting trash, wipes, hygiene products and condoms in the toilet can clog pipes and damage pumping equipment.
- **Think "green" when you can.** Choosing environmentally friendly, biodegradable household cleaning and personal care products minimizes the entry of harmful chemicals into the environment.

- **Disconnect.** Too much water in the system can create overflows and pollute the environment – disconnect downspouts from the sewer system and redirect them to lawns and gardens.
- **Conserve.** Conserving water reduces your monthly bill and prevents excess water from entering the system, so there's less to treat.

WASTEWATER SOURCES

Homes & Businesses

Sewage travels through miles of pipelines before entering a treatment plant.

Local Sewer Pipes

Regional Sewer Pipes & Pumps

Industries

King County's Industrial Waste Program regulates the wastewater discharged to our system by businesses and industries. These standards protect our system and the quality of our reclaimed water and biosolids.

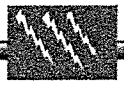
Combined Sewer Overflows

Overflows of sewage and stormwater can sometimes occur in older areas of Seattle during heavy rains. Though these combined sewer overflows (CSOs) are 90 percent stormwater, they can impact water quality and pose public health risks. King County's Protecting Our Waters Program will complete work started in 1979 to control these overflows.

REGIONAL WASTEWATER TREATMENT PLANTS

Once at the treatment plant, water and the organic solids are separated. The water is treated through natural biological processes that use bacteria, oxygen and settling tanks. The end product meets stringent water quality standards prior to discharge.

RECYCLED & REUSED PRODUCTS



Energy Recovery

Biosolids Recycling

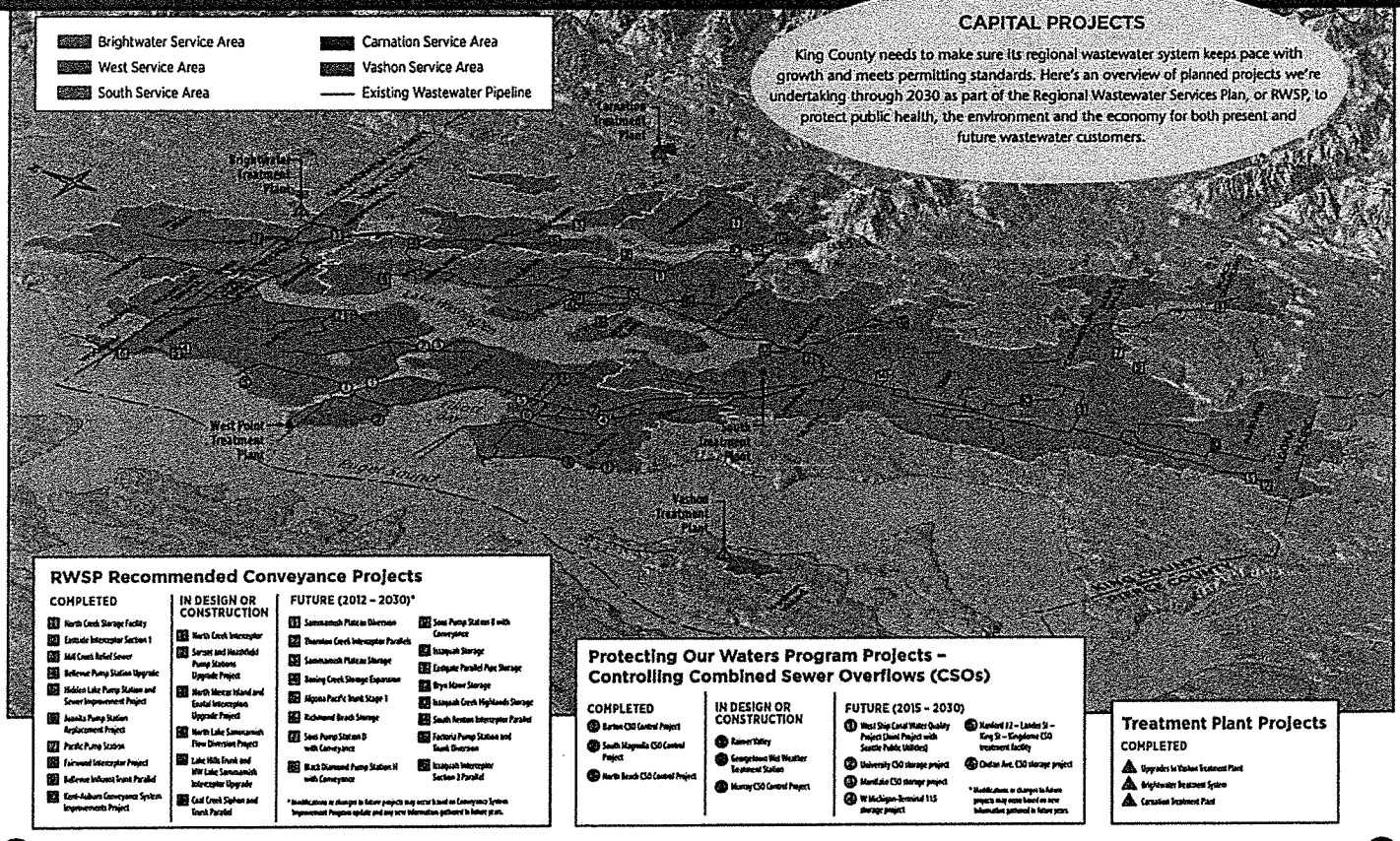
All organic solids removed from the water are treated in a separate biological process that creates nutrient-rich biosolids, which are used as a fertilizer and soil amendment. Waste gas from the digester process is captured and used to run equipment and/or scrubbed and turned into natural gas or electricity.

Recycled Water

Additional treatment

The treated water is then disinfected and either returned to Puget Sound or treated further and reused for industry or irrigation.

System Investments



CAPITAL PROJECTS

King County needs to make sure its regional wastewater system keeps pace with growth and meets permitting standards. Here's an overview of planned projects we're undertaking through 2030 as part of the Regional Wastewater Services Plan, or RWSP, to protect public health, the environment and the economy for both present and future wastewater customers.

RWSP Recommended Conveyance Projects

COMPLETED

- North Creek Storage Facility
- Eastside Interceptor Section 1
- Mid Creek Relief Sewer
- Bellevue Pump Station Upgrade
- Hidden Lake Pump Station and Sewer Improvement Project
- Juanita Pump Station Replacement Project
- Pacific Pump Station
- Fairwood Interceptor Project
- Bellevue Influent Trunk Parallel
- Kent-Auburn Conveyance System Improvements Project

IN DESIGN OR CONSTRUCTION

- North Creek Interceptor
- Sunset and Heathfield Pump Stations Upgrade Project
- North Mercer Island and Enatai Interceptors Upgrade Project
- North Lake Sammamish Flow Diversion Project
- Lake Hills Trunk and NW Lake Sammamish Interceptor Upgrade
- Coal Creek Siphon and Trunk Parallel

FUTURE (2012 – 2030)*

- Sammamish Plateau Diversion
- Thornton Creek Interceptor Parallels
- Sammamish Plateau Storage
- Bowing Creek Storage Expansion
- Algona Pacific Trunk Stage 1
- Richmond Beach Storage
- Soos Pump Station D with Conveyance
- Black Diamond Pump Station H with Conveyance
- Soos Pump Station E with Conveyance
- Issaquah Storage
- Ecologic Parallel Pipe Storage
- Bryn Mawr Storage
- Issaquah Creek Highlands Storage
- South Renton Interceptor Parallel
- Factoria Pump Station and Trunk Diversion
- Issaquah Interceptor Section 3 Parallel

* Modifications or changes to future projects may occur based on Conveyance System Improvement Program update and any new information gathered in future years.

Protecting Our Waters Program Projects – Controlling Combined Sewer Overflows (CSOs)

COMPLETED

- Barton CSO Control Project
- South Magnolia CSO Control Project
- North Beach CSO Control Project

IN DESIGN OR CONSTRUCTION

- Rainier Valley
- Georgetown Wet Weather Treatment Station
- Murray CSO Control Project

FUTURE (2015 – 2030)

- West Ship Canal Water Quality Project (Joint Project with Seattle Public Utilities)
- University CSO storage project
- Montlake CSO storage project
- W Michigan-Terminal 115 storage project
- Kenford 12 – Lander St – King St – Kingdome CSO treatment facility
- Chelan Ave. CSO storage project

* Modifications or changes to future projects may occur based on new information gathered in future years.

Treatment Plant Projects

COMPLETED

- Upgrades to Vashon Treatment Plant
- Brightwater Treatment System
- Carnation Treatment Plant

Major Capital Projects Now Underway

Infrastructure investments protect our natural resources and support economic development. Here are some of the larger projects the Wastewater Treatment Division has planned over the next few years.

In addition to supporting growth and development, the division's capital program generates about 1,300 jobs in the local economy each year.

North Creek Interceptor Project: The County will invest $22.8 million in 2016 to complete construction to repair and replace a 2-mile pipeline that has been serving the Bothell area since 1970. The new pipeline will increase system reliability and accommodate population growth in this portion of the service area.

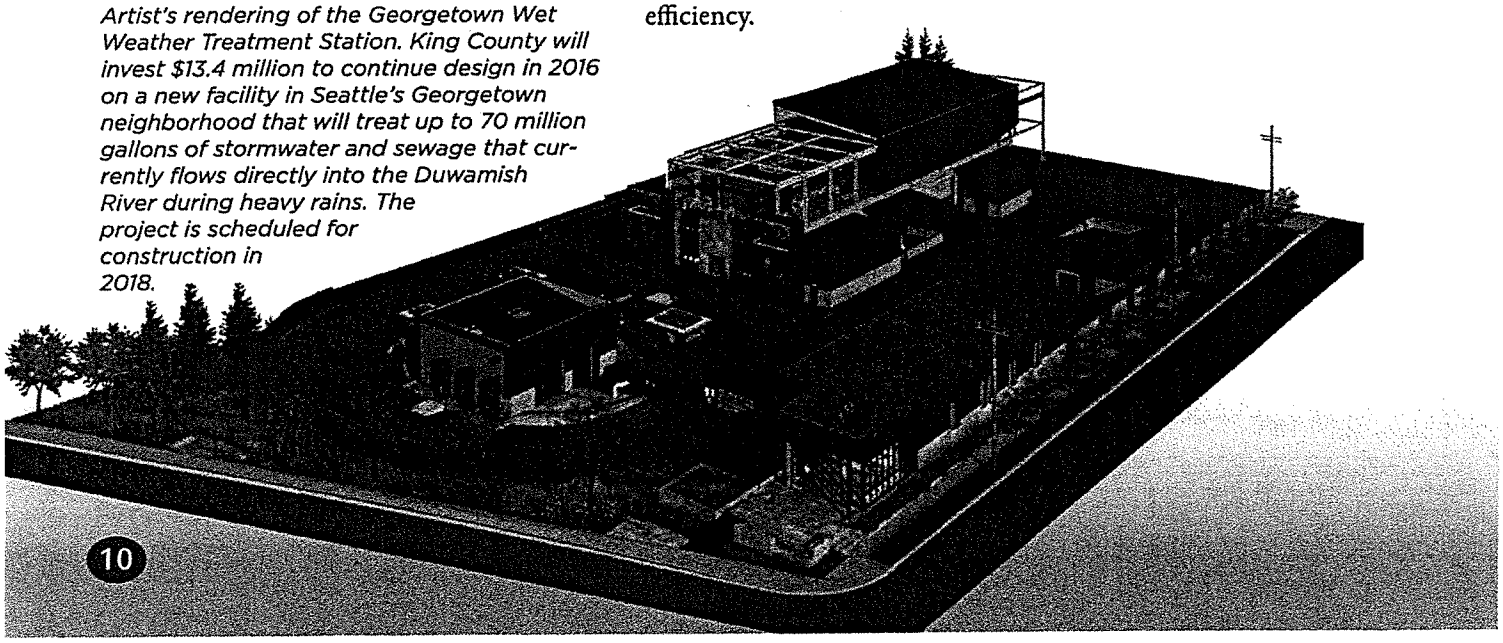
Lake Hills/NW Lake Sammamish Interceptor Upgrade: King County will budget $4 million in 2016 to begin design on a project to upgrade two miles of aging pipeline in Redmond that has been in service for as long as 60 years. The new pipeline will increase system reliability and accommodate population growth.

Sunset/Heathfield Pump Stations and Force Main Upgrade Project: In 2016, King County plans to invest $4.7 million to design two pump stations in Bellevue as well as connecting sewer pipelines. The project also entails upgrading the Eastgate Trunk structure near I-90, which enables wastewater from these pump stations to get to King County's South Treatment Plant in Renton.

North Mercer Island and Enatai Interceptors Upgrade: In 2016, King County will budget $1.7 million to continue project planning and design to replace sewer pipelines that have served neighborhoods in North Mercer Island, southwest Bellevue and the town of Beaux Arts Village since 1970.

South Treatment Plant Improvements: King County plans to invest $12.7 million to replace or upgrade critical treatment plant equipment including pumps, motors, and drives, which will improve system reliability, reduce maintenance costs and increase energy efficiency.

Artist's rendering of the Georgetown Wet Weather Treatment Station. King County will invest $13.4 million to continue design in 2016 on a new facility in Seattle's Georgetown neighborhood that will treat up to 70 million gallons of stormwater and sewage that currently flows directly into the Duwamish River during heavy rains. The project is scheduled for construction in 2018.



Kent-Auburn Conveyance System improvements Project (Phase B): This year, King County will invest $3.1 million to expand the capacity of the wastewater conveyance system in the south portion of its service area. Construction will include installing new sewer lines and replacing aging pipes in Pacific, Algona and Auburn. Work will also include modifications to piping at the Pacific Pump Station in Pacific.

Lower Duwamish Waterway Superfund: King County will budget $4.8 million to continue working with Boeing, the City of Seattle and the Port of Seattle Superfund to address historically contaminated sediments in the Lower Duwamish Waterway.

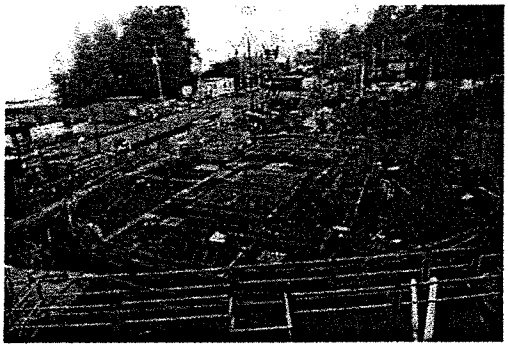
Conveyance System H2S Corrosion Rehabilitation: King County will invest $3.9 million to repair and replace sewer pipelines throughout its service area that are deteriorating or damaged as a result of corrosion caused by hydrogen sulfide gas, which commonly occurs in sewage.

WTD Resiliency and Recovery Program: King County plans to invest $2.7 million to assess and retrofit sewer infrastructure and buildings in preparation for potential seismic events. The program goal is to protect public safety by avoiding or minimizing critical system damage that could occur during a natural disaster.

Fremont Siphon Replacement Project: King County is budgeting $12 million to begin construction on a new pipeline beneath the Lake Washington Ship Canal to carry untreated wastewater from Seattle's Fremont neighborhood to the West Point Treatment Plant in Magnolia. The current pipeline has been in service for more than 100 years.

Rainier Valley Wet Weather Storage Project: In 2016, King County is budgeting $9.7 million to begin construction a new underground tank and sewer pipelines in Seattle's North Beacon Hill and Columbia City neighborhoods, which will control overflows of stormwater and sewage into the Duwamish River during heavy rains.

West Point Treatment Plant Improvements: King County plans to invest $12 million on a number of improvements at its largest treatment plant. Projects include upgrading and replacing aging equipment to ensure reliable operation and continued compliance with permit conditions.



Murray Combined Sewer Overflow Control Project: In 2016, King County will invest $12.5 million to complete construction on an underground storage tank at its Murray Pump Station in West Seattle. The tank is designed to contain up to 1-million gallons of stormwater and wastewater during heavy rains, which will protect public health and the environment by controlling combined sewer overflows that occur near Lowman Beach Park.

Green infrastructure investments also support pollution control goals. King County has partnered with Seattle Public Utilities on the RainWise Program, which offers incentives to property owners who install rain gardens or cisterns that keep excess stormwater out of the sewer system.

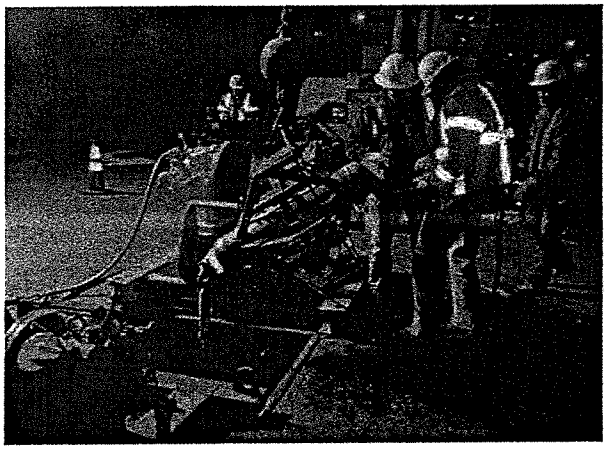
Protecting our assets

It would cost well over $20 billion to build King County's wastewater system from the ground up today, and the value of our facilities as they now stand is estimated at about $4 billion.

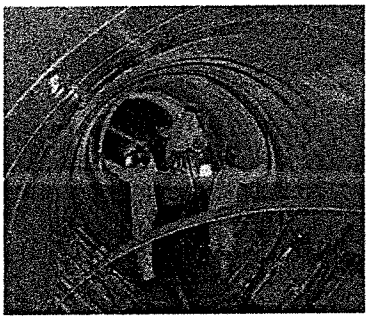
Naturally, we put a high priority on managing and maintaining our buildings, treatment plants, pump stations, manholes, pipelines, as well as the property surrounding them.

The county's Asset Management Program oversees inspection of the regional treatment system, repairing and replacing aging facilities and developing plans to address ongoing system issues.

One of our biggest ongoing asset management challenges is directly related to the age of parts of the collection system – pipe corrosion. Investments in repairing and rehabilitating these aging pipes will help prevent system failures, overflows and costly emergency repairs.



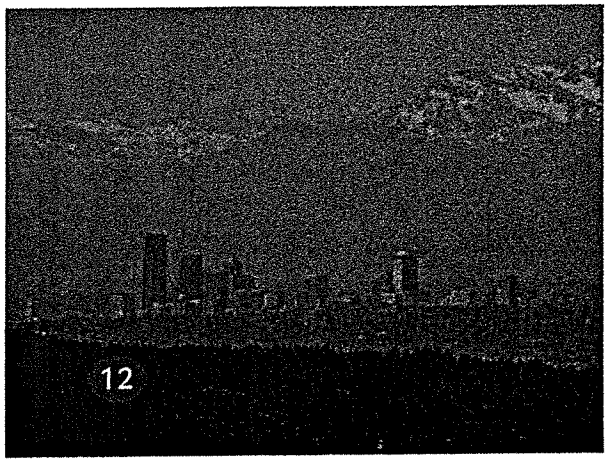
Sonar inspections and closed-circuit cameras help inspection crews detect pipe deterioration.



Employees install coatings, linings and sealants to extend the life of our pipelines and equipment.

Planning for Growth

Expanding the system to serve population growth entails long-range planning. It can easily take a decade or more between identifying the need for additional capacity to commissioning a brand new facility.



Because investments in wastewater infrastructure are significant, our system planning has checks and balances to ensure decisions reflect the interest of the regional ratepayers, who ultimately pay for these investments.

King County carefully reviews local comprehensive plans and compares growth projections to census data and population forecasts prepared by the Puget Sound Regional Council. The county also looks at its own wastewater flow and monitoring data, which has historically proved highly accurate and reliable.

The Wastewater Treatment Division regularly delivers reports on the status of its comprehensive plans to the King County Council and other stakeholders. The County Council presides over the budget process and votes to set sewer rates, providing additional oversight on financial matters.

Though clean water is our ultimate goal, the Wastewater Treatment Division also defines success by running a well-managed agency that meets or surpasses state and federal pollution control requirements.

Where does your money go?

King County's wastewater utility is entirely funded by the ratepayers who invest in our programs and services through their monthly rate and capacity charge bills. Service excellence through efficiency and prudent financial practices is also important to delivering ratepayer value.

Bond ratings

Moody's and Standard & Poor's reaffirmed the utility's strong credit ratings in 2016, citing consistent financial performance, a large and economically diverse service area, and satisfactory debt service coverage.

These favorable credit ratings lower the cost of borrowing by reducing the amount of debt service, which, in turn, reduces impacts to the rate.

In 2015 and early 2016, the division refinanced $1.1 billion in bonds that will save $225 million over the next three decades.

Since 2000, various refinancings of King County's bonds have saved the utility almost $525 million in debt costs.

Revenues

King County's adopted wastewater budget for 2016 includes about $366.9 million in revenue from the monthly sewer rate and about $60.3 million in revenue from the capacity charge. The 2016 budget also includes about $2.1 million from investments and about $11.7 million from other income such as fees for industrial waste permits, septic waste processing and rate stabilization funds.

Expenditures

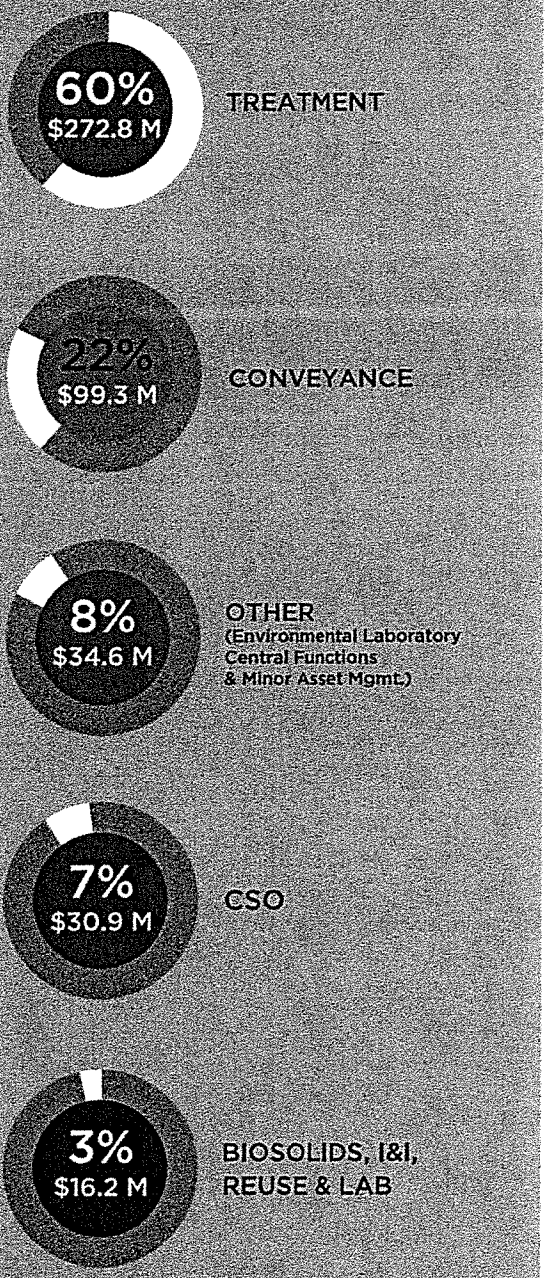
Of the total revenue (about $453.9 million), the Wastewater Treatment Division is budgeted to spend about $141.4 million to operate and maintain its facilities and about $177 million for planning, designing and building facilities.

King County borrows bonds to fund the cost of construction projects under its capital improvement program.

In 2016, the $453.9 million in operating revenue is allocated as shown in the figure to the right.

2016 EXPENDITURES

Operating revenue: $453.9 million



The rate and capacity charge – what's the difference?

INVESTMENTS IN INFRASTRUCTURE FUNDED BY THE RATE AND CAPACITY CHARGE

In 2017-18, the King County Executive will propose increasing the current $42.03 monthly wholesale sewer rate by $2.19, bringing this rate to $42.22. The proposal will also recommend an increase in the capacity charge from the current rate of $58.70 to $60.80.

The rate increase will help cover the cost of the debt service on the bonds issued to pay for vital capital improvement projects and provide revenue to cover the cost of maintaining and operating our existing system. It will also enable repair and replacement of aging equipment and facilities so the system operates reliably and continues meeting stringent state and federal permit requirements.

The capacity charge increase will fund the cost to expand the system and build new facilities to serve our growing region.

The modest rate increase incorporates proposed changes in King County's sewer utility financial policies that would reduce the Wastewater Treatment Division's outstanding debt by $582 million by 2030.

These changes would include more cash-financing for the division's capital projects and paying off short-term debt earlier.

Continued investment in our clean-water infrastructure will ensure it continues to operate reliably and meets environmental standards, protecting our natural resources and quality of life for the next generation to enjoy.

The rate supports operation and maintenance

The monthly wholesale sewer rate paid by all customers generates the revenue needed to cover the cost of maintaining, operating and supporting our existing system and covering debt service on the bonds we issue to fund facilities currently in use.

The capacity charge supports system expansion

Since 1990, King County has levied a capacity charge on new connections to the sewer system that new customers pay in addition to their monthly sewer bill for a period of 15 years. The capacity charge covers the cost of new projects and system expansions to serve population growth. The Wastewater Treatment Division directly bills newly connecting customers for the capacity charge.

The capacity charge is billed monthly over 15 years, but property owners have many options for payment, including paying the balance in full at the time of purchase or paying it off early with no penalty.

Questions about the capacity charge?

Division employees are available to help property owners and real estate professionals better understand the capacity charge, when it might apply and the range of payment options available. Please call 206-296-1450 or 711 TTY, or visit us online at http://www.kingcounty.gov/capacitycharge.

About us

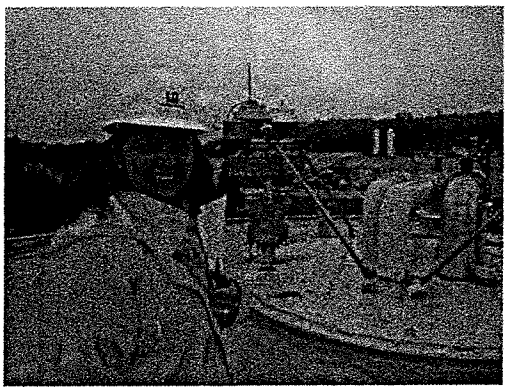
Headquartered in downtown Seattle, King County's Wastewater Treatment Division has been committed to protecting and improving water quality for 50 years. The agency employs about 600 people who plan, design, build and operate the treatment facilities. Our employees also enforce regulations to reduce harmful waste discharged to the system, and we educate the public and businesses on ways to protect water quality.

To our agency, success means clean water. It means honoring our legacy of environmental success while keeping a promise to maintain it for another generation.

It also means being fiscally responsible and accountable to the ratepayers we serve.

Continuous Improvement and Lean

King County Executive Dow Constantine's directive for Continuous Improvement empowers division employees to identify efficiencies that save money, streamline processes and deliver greater ratepayer value. Through Lean principles, employees and managers strive to work more effectively and maximize the value of existing resources. The division's Bright Ideas program encourages creative problem-solving throughout the organization, particularly among front-line employees who are often the first to spot opportunities for improvement. Over the past two years, the division's efficiency-driven culture saved ratepayers $750,000.



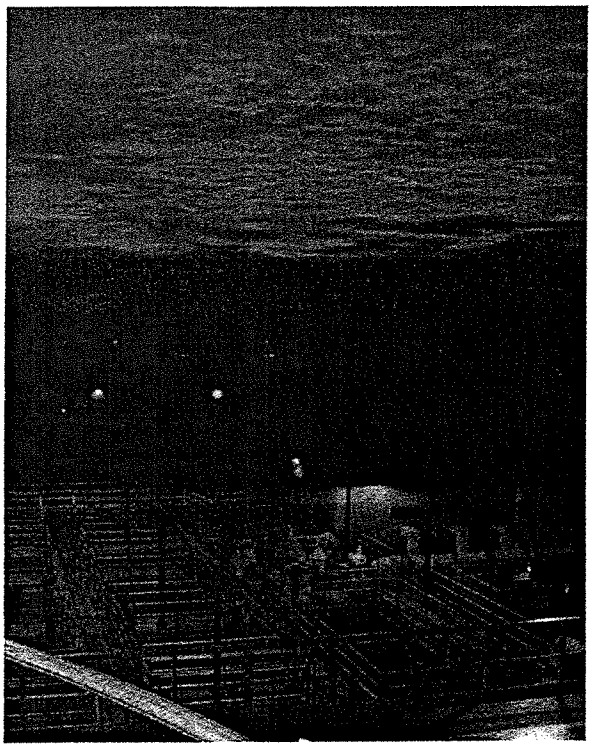
Community Matters

The Wastewater Treatment Division offers many opportunities for people to be involved in upcoming projects and stay informed about clean-water issues.

Arrange a free tour of one of our treatment facilities for your school or community group, schedule a speaker for a neighborhood meeting, or get additional detail about projects, programs by visiting us online at www.kingcounty.gov/wtd or by calling 206-477-5371 or 711 TTY.

Awards

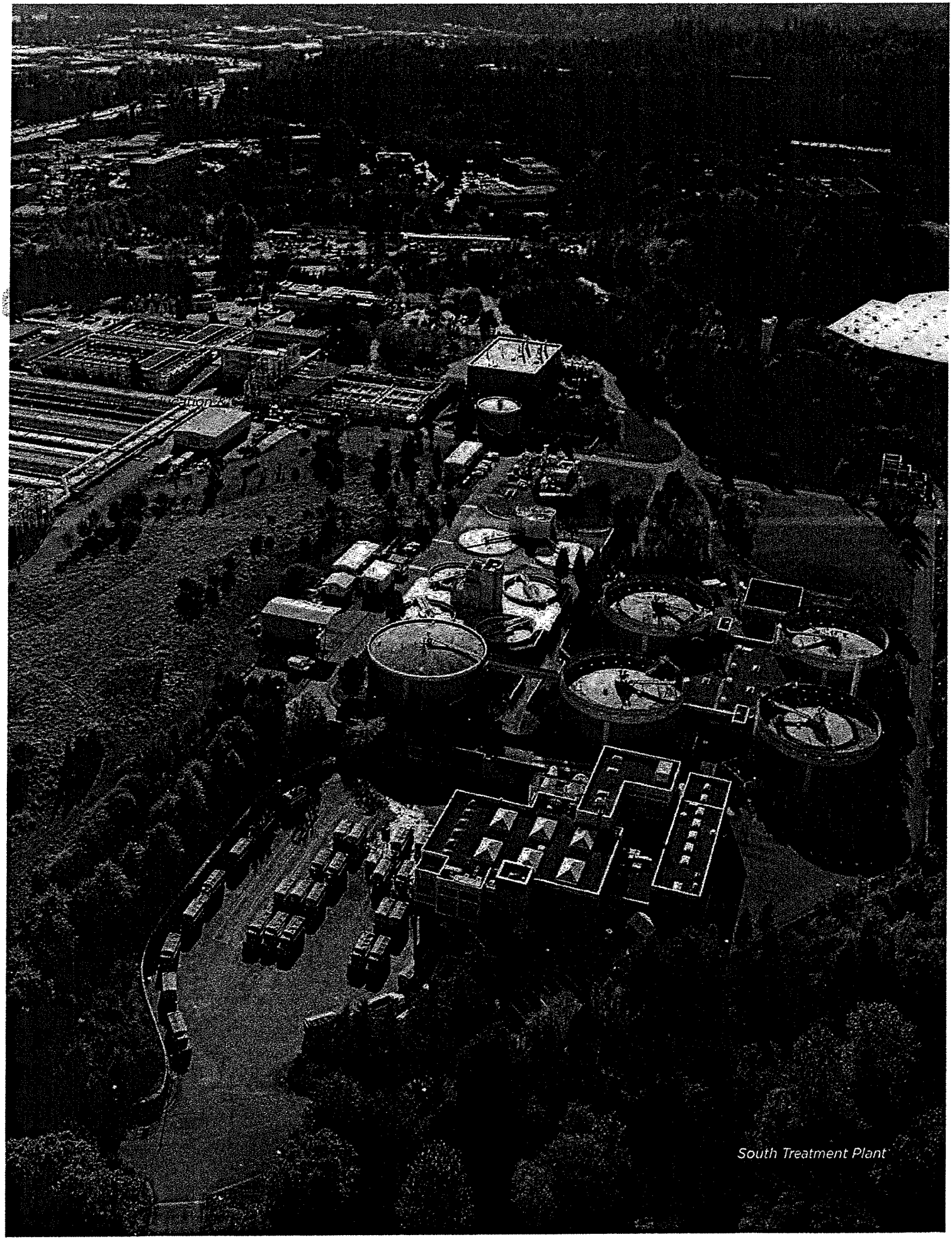
WTD earned awards recognizing its commitment to excellence in operations and project planning and delivery:



Carnation Treatment Plant

Brightwater Education & Community Center

- **Brightwater Education & Community Center,** 2015 Public Education Program of the Year; WateReuse
- **West Point Treatment Plant Energy Purchasing Partnerships,** 2015 Outstanding Case Study Award; Sustainable Purchasing Leadership Council
- **South Magnolia CSO Control Gravity Sewer Pipeline,** Honorable Mention 2015 New Installation Project of the Year; Trenchless Technology
- **Carnation Treatment Plant,** 2014 Outstanding Wastewater Plant Award; Washington State Dept. of Ecology
- **Vashon Treatment Plant, 2014 Outstanding Wastewater Plant Award;** Washington State Dept. of Ecology
- **South Treatment Plant,** 2014 Outstanding Wastewater Plant Award; Washington State Dept. of Ecology
- **West Point Treatment Plant,** Peak Performance Platinum Award (for 2014 calendar year); National Association of Clean Water Agencies (NACWA)
- **South Treatment Plant,** Peak Performance Platinum Award (for 2014 calendar year); National Association of Clean Water Agencies (NACWA)
- **Brightwater Treatment Plant,** Peak Performance Silver Award (for 2014 calendar year); National Association of Clean Water Agencies (NACWA)
- **Carnation Treatment Plant,** Peak Performance Gold Award (for 2014 calendar year); National Association of Clean Water Agencies (NACWA)
- **Vashon Treatment Plant,** Peak Performance Gold Award (for 2014 calendar year); National Association of Clean Water Agencies (NACWA)
- **Willows Run Golf Course** (partner with WTD), 2015 Green Globe Award: Leader in Beneficial Use of Recycled Water; King County



South Treatment Plant

Ratepayer Report

Alternative formats available.
Call 206-477-5371 or TTY Relay: 711

Printed on recycled paper. Please recycle.
File: 1604_5381L_WTDratepayerReport.indd 1pre

Contact us

King County
Department of Natural Resources and Parks
Wastewater Treatment Division
201 S. Jackson St. KSC-NR-0503
Seattle, WA 98104

Phone: 206-477-5371, 711 TTY
Web: www.kingcounty.gov/wtd
Email: website.wtd@kingcounty.gov

@KingCountyWTD

Creating Resources from Wastewater

City of Black Diamond
Monthly Utility Rates
Rate Increase Comparison 2014-2017

Rate Comparison for 1000 cu ft. Water

	Jan-14	Jan-15	Jan-16	Jan-17	Increase	Ordinance	Percentage
Water	$56.42	$64.87	$64.87	$64.87	**$0.00**	13-1005	0%
Metro Sewer	$39.79	$42.03	$42.03	$44.22	$2.19	16-XXXX	5.20%
City Sewer	$19.52	$19.97	$20.23	$20.51	$0.28	13-1007	1.40%
Stormwater	$16.00	$16.00	$16.00	$16.00	**$0.00**	13-1008	
Total	**$131.73**	**$142.87**	**$143.13**	**$145.60**	**$2.47**		**1.70%**

Total monthly **Increase of 08 cents a day**

Rate Comparison for 1000 cu ft. Lifeline customer

	Jan-14	Jan-15	Jan-16	Jan-17	Increase	Ordinance	Percentage
Water	$28.21	$32.43	$32.43	$32.43	**$0.00**	13-1005	0%
Metro Sewer	$39.79	$42.03	$42.03	$44.22	$2.19	16-XXXX	5.20%
City Sewer	$9.76	$9.99	$10.12	$10.26	$0.14	13-1007	1.40%
Stormwater	$8.00	$8.00	$8.00	$8.00	**$0.00**	13-1008	
Total	**$85.76**	**$92.45**	**$92.58**	**$94.91**	**$2.33**		2.50%

Total monthly **Increase of.08 cents a day**

mm/Nov 14, 2016

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:	Agenda Date: December 15, 2016	AB16-081
Resolution declaring surplus property	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): $100.00	Police – Chief Kiblinger	
Fund Source: --Surplus Fund	Public Works – Seth Boettcher	
Timeline:	Court – Stephanie Metcalf	
	Facilities – Kevin Esping	X

Agenda Placement: ☒ Mayor ☒ Two Councilmembers ☐ Committee Chair ☐ City Administrator

Attachments: Resolution and Exhibit "A"

SUMMARY STATEMENT:

Councilmember Deady and Edelman have place this item on the agenda.

As needed the City discontinues use of or has no need for certain property and it is turned over the Facilities Coordinator to surplus it. With the authorization from the City council surplus items are available for sale either by sealed bid, online auction or other reasonable and allowable means.

FISCAL NOTE (Finance Department):

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 16-XXXX (Clerk to assign number after adoption), declaring certain City property surplus to the needs of the City.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
December 15, 2016		

RESOLUTION NO. 16-XXXX

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

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

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

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

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

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 15th DAY OF DECEMBER 2016.

CITY OF BLACK DIAMOND:

_____

Carol Benson, Mayor

Attest:

_____

Brenda L. Martinez, City Clerk

SURPLUS LIST 2016

EXIBIT "A"

ITEM	SERIAL #	STATUS	LOCATION	DEPT.
2000 Chev Utility Truck	1GCHK34RX6R209597	Obsolete	Shop	P.W.
Lenovo Desktop Computer	1S8910AUUMJZAHX6	Broken/Inop.	Warehouse	Facilities
2004 Panasonic 32" TV	UN4660033	Obsolete	Warehouse	P.D.
Vivitar 35 mm camera	45PDB	Obsolete	Warehouse	P.D.
Polaroid Spectra	None	Obsolete	Warehouse	P.D.
Polaroid Spectra	None	Obsolete	Warehouse	P.D.
Polaroid Spectra	None	Obsolete	Warehouse	P.D.
Polaroid Spectra	None	Obsolete	Warehouse	P.D.
Polaroid Spectra	None	Obsolete	Warehouse	P.D.
Pentax 35 mm Camera	1944572	Obsolete	Warehouse	P.D.
Minolta 110 camera	40427848	Obsolete	Warehouse	P.D.
Yassica 120 camera	703427	Obsolete	Warehouse	P.D.
Pentax 105 camera	1944603	Obsolete	Warehouse	P.D.
Minolta 110 camera	40427842	Obsolete	Warehouse	P.D.
HP Copy/FAX	CNF8G5W8SG	Obsolete	Warehouse	Court
1550 rounds.40 caliber Practice Ammo		Sell Enum. PD	P.D.	P.D.
1300 rounds .40 caliber Duty Ammo		Sell Enum. PD	P.D.	P.D.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:	Agenda Date: December 15, 2016	AB16-082
Resolution authorizing the Mayor to execute an Interlocal Agreement with Association of Washington Cities Risk Management Service Agency regarding membership	Mayor Carol Benson	X
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Andy Williamson	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note):	Police – Chief Kiblinger	
Fund Source: --All Funds	Public Works – Seth Boettcher	
Timeline: December 1, 2016	Court – Stephanie Metcalf	

Agenda Placement: ☒ Mayor ☒ Two Councilmembers ☐ Committee Chair ☐ City Administrator

Attachments: Resolution No. 16-XXXX, Interlocal Agreement clean and redlined versions

SUMMARY STATEMENT:

There was Council action at the November 3rd meeting to postpone this item to the November 17th meeting which was continued to November 29, 2016. At the November 29 meeting Councilmember Weber, Morgan, and Pepper voted against adoption. A motion was made and it was referred to committee passing 3-2 (Edelman, Deady). Councilmembers Deady and Edelman have placed this item on the agenda.

Currently the City belongs to the insurance pool of Association of Washington Cities Risk Management Service Agency (AWC RMSA). Their Board of Directors have updated and approved changes to the Interlocal Agreement.

The Interlocal Agreement provides for self-insurance pooling and group purchasing power of insurance coverage, while receiving risk management services and property and liability claims administration. In the packet you will find a redlined version showing the changes.

FISCAL NOTE (Finance Department): The City's overall rate increase for 2017 is 4%.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 16-XXXX *(Clerk to assign number after adoption)*, regarding membership in the Association of Washington Cities Risk Management Service Agency.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
November 3, 2016	Motion to postpone to Nov 17th mtg.	Passed 5-0

November 17, 2016	No quorum – meeting continued to Nov 29
November 29, 2016	Motion to adopt failed. 2-3 (Morgan, Weber, Pepper) Referred to committee. 3-2 (Edelman, Deady)
December 15, 2016	

RESOLUTION NO. 16-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON REGARDING MEMBERSHIP IN THE ASSOCIATION OF WASHINGTON CITIES (AWC) RISK MANAGEMENT SERVICE AGENCY (RMSA)

WHEREAS, the Association of Washington Cities Risk Management Service Agency (AWC RMSA) offers pooled self-insurance providing cost stability and the potential for long-term savings; and

WHEREAS, AWC RMSA is sponsored by the Association of Washington Cities as a service to Washington cities and towns; and

WHEREAS, the City of Black Diamond acknowledges that after becoming a member of the AWC RMSA, the City of Black Diamond shall be subject to assessments and any future reassessments as required by the AWC RMSA; and

WHEREAS, the City of Black Diamond concludes that membership in the AWC RMSA would be beneficial in managing the municipal risks involved in providing services to our citizens;

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

Section 1. The City of Black Diamond does hereby agree to enter into and abide by the Interlocal agreement, which, along with this Resolution, constitutes a contract between the City of Black Diamond and the AWC RMSA.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 15TH DAY OF DECEMBER, 2016.

CITY OF BLACK DIAMOND:

_____
Carol Benson, Mayor

Attest:

_____
Brenda L. Martinez, City Clerk

INTERLOCAL AGREEMENT OF THE ASSOCIATION OF WASHINGTON CITIES RISK MANAGEMENT SERVICE AGENCY (AWC-RMSA)

Effective January 1, 2017

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INTERLOCAL AGREEMENT:
OF THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY

PREAMBLE

State law authorizes the formation of pooling organizations to provide insurance, to reduce the amount and frequency of the Members' losses, and to decrease the cost incurred by the Members in the handling and litigation of claims. This Agreement provides for self-insurance pooling and/or the economical purchase of Insurance coverage for Local Governmental Entities. This Agreement is made and entered into in the State of Washington by and among the Members organized and existing under the Constitution or laws of the State of Washington, hereinafter collectively referred to as "Members", and individually as "Member", which are parties signatory to this Agreement.

RECITALS

WHEREAS, Chapter 48.62 RCW provides that two or more local governmental agencies may, by Interlocal Agreement, provide insurance for any purpose by one or more of certain specified methods;

WHEREAS, the Association of Washington Cities, the sponsoring entity, of the Risk Management Service Agency ("Agency"), would like to maintain the long-standing relationship that has been achieved over the years because of the mutual goals of both entities, which is to support all cities and towns in Washington State;

WHEREAS, the Association of Washington Cities as sponsor of the Agency desires to provide its Members, as well as other Local Governmental Entities, the opportunity to jointly self-insure or pool their primary risks to enhance their ability to control their insurance programs and coverages;

WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of pooling their self-insured losses and jointly purchasing excess insurance and administrative services in connection with a Joint Self-Insurance program for said parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, in consideration of all of the mutual benefits, covenants and agreements contained herein the parties hereto agree as follows:

ARTICLE 1
Definitions

The following definitions shall apply to the provisions of this Agreement:

1.1 **"Administrative Agent,"** shall mean the Association of Washington Cities that provides the contracted administrative services for the Agency.

1.2 **"Agency"** shall mean the Association of Washington Cities Risk Management Service Agency (RMSA).

1.3 **"Agreement"** shall mean the Interlocal Agreement, however amended, among and between the Agency and the Members.

1.4 **"Assessment"** shall mean the monies paid by the Members to the Agency.

1.5 **"Association"** shall mean the Association of Washington Cities.

1.6 **"Board of Directors"** or **"Board"** shall mean the governing body of the Risk Management Service Agency (RMSA) as duly elected by the members of the Agency.

1.7 **"Bylaws"** shall mean the document(s) that provides for the governance and operation of the Agency. "Bylaws" mean the Bylaws adopted by the Board of Directors of the Agency and all duly adopted amendments and revisions thereto, however amended.

1.8 **"Claim(s)"** means a demand for payment for damages against the Agency arising out of occurrences within the Coverage Agreement; or policy benefit because of the occurrence of an event that includes, but is not limited to, the destruction or damage of property or reputation, bodily injury or death and alleged civil rights violations.

1.9 **"Coverage Agreement"** shall mean the coverage document(s) established by the Board of Directors and intended to address the general claim operations of the Agency.

1.10 **"Excess insurance"** shall mean that insurance purchased or other financing arrangements made on behalf of the Agency to protect the funds of the Agency against catastrophes or against an unusual frequency of losses during a single year.

1.11 **"Fiscal Year"** shall mean that period of 12 months, from January 1 to December 31, which is established as the fiscal year of the Agency.

1.12 **"Insurance"** shall mean and include self-insurance through a funded program and/or commercial insurance contract.

1.13 **"Interlocal Agreement"** means an Agreement established under the Interlocal Cooperation Act defined in Chapter 39.34 RCW which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and therefore, to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

1.14 **"Joint Self-Insurance Program"** means two or more Local Government Entities which have entered into a cooperative risk sharing Agreement subject to regulation under Chapter 48.62 RCW.

1.15 **"Local Governmental Entity"** shall mean every unit of local government, both general purpose and special purpose, and shall include, but not be limited to, counties, cities, towns, port districts, public utility districts, water districts, sewer districts, fire protection districts, irrigation districts, metropolitan municipal corporations, conservation districts, and other political subdivisions, governmental subdivisions, municipal corporations, and quasi municipal corporations.

1.16 **"Member"** – shall mean any eligible entity which participates in the Agency, pays the annual Assessment and is signatory to the Agency's Interlocal Agreement.

1.17 **"Member Standards"** shall mean the required and advisory standards adopted by the Board of Directors in an effort to provide consistent administrative practices for members, with the goal of reducing property and liability losses.

1.18 **"Operating Committee"** shall mean the standing advisory committee to the Board.

1.19 **"Reassessment"** shall mean additional monies paid by the Members to the Joint Self-Insurance Program if claims shall exceed assets.

1.20 **"Risk Sharing"** means a decision by the Members of a Joint Self Insurance program to jointly absorb certain or specific financial exposures to risks of loss through the creation of a formal program of advance funding of actuarially determined anticipated losses; and/or joint purchase of Insurance or reinsurance as a Member of a Joint Self-Insurance program formed under Chapter 48.62 RCW.

1.21 **"Signatory"** or **"Signatories"** shall mean those parties who sign this Agreement, including execution by counterpart, thereby becoming a Member of the Agency bound by the terms of this Agreement.

1.22 **"Special Committee"** – shall mean committees of the Agency created by the Board of Directors.

ARTICLE 2
Risk Sharing

2.1 This Agreement is entered into by the Members to provide for Joint Self-Insurance pooling and/or the economical purchase of Insurance coverage, risk management services, and property and liability claims administration. Furthermore, the purpose of the Agreement is to reduce the amount and frequency of the Members' losses and to decrease the cost incurred by the Members in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public Agency, the Association of Washington Cities Risk Management Service Agency, to direct and administer a Joint Self-Insurance Program wherein the Members will engage in certain activities, including but not limited to the following:

2.1.1 Risk Sharing

2.1.2 Joint purchase of insurance which may include, but is not limited to Excess and or reinsurance; and

2.1.3 Joint purchase of administrative and other services including:

2.1.3.1 Claims adjusting;

2.1.3.2 Data processing;

2.1.3.3 Risk management consulting;

2.1.3.4 Loss prevention;

2.1.3.5 Legal; and

2.1.3.6 Miscellaneous related services.

2.2 It is also the purpose of the Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional Local Government Entities organized and existing under the Constitution or laws of the State of Washington as may desire to become parties to this Agreement and Members of the Agency, subject to approval by the Board of Directors.

2.3 This Agreement may but is not required to provide, to the extent permitted by law, that the Agency may, at the discretion of its directors, contract with non-member Local Government Entities in the State of Washington.

Article 3
Agency Offices

3.1 Principal Executive Office
The principal executive office for the transaction of business of the Agency shall be located at 1076 Franklin St. SE, Olympia, WA 98501. The Administrative Agent in cooperation with the Board of Directors of the Agency shall have the authority to change the location of the principal executive office from time to time.

3.2 Other Offices
Other business offices may be at any time be established by the Administrative Agent in cooperation with the Board of Directors of the Agency at any place or places where the Agency is qualified to do business.

ARTICLE 4
Parties to Agreement

Each party to this Agreement certifies that it intends to and does contract with all other parties who are Signatories of this Agreement and, in addition, with such other parties as may later be added to and Signatories of this Agreement pursuant to Article 14. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Articles 16 and17, shall not affect this Agreement nor such party's intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE 5
Term of Agreement

This Agreement shall become effective on January 1, 2017, and shall be of unlimited duration, but not less than one year, and will continue unless terminated as hereinafter provided in Article 19.

ARTICLE 6
Financial Obligations of Agency

Pursuant to Chapter 48.62 RCW, of the State of Washington, the debts, liabilities, and obligations of the Agency shall not constitute debts, liabilities, or obligations of any Member to this Agreement.

ARTICLE 7
Powers of the Agency

7.1 Agency shall have the powers provided for by law and is hereby authorized to do all acts necessary for the exercise of said powers, including, but not limited to, any or all of the following:

7.1.1 Contract or otherwise provide for risk management, claims administration and loss prevention services;

7.1.2 Contract or otherwise provide legal counsel for the defense of Claims and/or other legal services;

7.1.3 Consult with the Washington State Risk Manager and State Auditor;

7.1.4 Jointly purchase Insurance coverage in such form and amount as the organization's participants may by contract agree;

7.1.5 Incur debts, liabilities, or obligations;

7.1.6 Acquire, receive, hold, or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities;

7.1.7 Sue and be sued in its own name;

7.1.8 Hire employees and agents; and

7.1.9 Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.

7.2 Said powers shall be exercised to the terms hereof and in the manner provided by law.

ARTICLE 8
The Board of Directors and their Powers and Responsibilities

8.1 The Agency, its funds and service programs shall be administered by a Board of Directors.

8.2 Number of directors
There shall be seven (7) directors of the Agency, who shall be elected officials representing members of the Agency.

8.3 Acceptance of Appointment by directors
Each director shall sign a document accepting their appointment as director and agreeing to abide by the terms and provisions of this Agreement and the Bylaws.

8.4 Powers and Responsibilities of the Board of Directors
The Board of Directors of the Agency shall have the following powers and functions:

8.4.1 The Board shall have the power to review, amend, modify, adopt, override, or reject the Operating Committee's recommendations.

8.4.2 The Board shall review, modify if necessary, and approve the annual operating budget of the Agency.

8.4.3 The Board shall receive and review periodic accountings of all funds of the Agency.

8.4.4 Annually the Board shall review, amend, adopt, or reject the Operating Committee's recommendation of the Assessment, or Reassessment rate to be charged to the Members of the Agency.

8.4.5 The Board may review, modify if necessary, and approve the Coverage Agreement, the Agency's Bylaws, policies and Member Standards.

8.4.6 The Board shall have the power to conduct all business on behalf of the Agency, which the Agency may conduct under the provisions hereof and pursuant to law.

8.4.7 The Board shall determine and select Insurance, necessary to carry out the Joint Self-Insurance Program for the Agency.

8.4.8 The Board shall have authority to contract for or develop various services for the Agency, including, but not limited to, an Administrative Agent, claims adjusting, loss prevention, risk management consulting services, independent actuary services, insurance brokerage services, independent claims auditing services, and legal counsel.

8.4.9 The Board shall have such other powers and functions as are provided for in this Agreement, and the Bylaws, which are necessary to implement the purposes of this Agreement, including, but not limited to, the power to authorize contracts.

ARTICLE 9
Operating Committee

The Operating Committee shall consist of nine (9) representatives from Members. All members of the Operating Committee shall be non-elected officials. It is the Board's intent that the Operating Committee is advisory to the Board and/or the Administrative Agent, regarding the operations of the Agency.

ARTICLE 10
Coverage

10.1 The type and limits of the Insurance coverage provided for Members by the Agency shall be established by the Board of Directors.

10.2 The Board may approve purchase of additional types or limits of coverage for Members interested in obtaining additional types or limits of coverage at additional cost to those Members. Such additional cost may include an administrative fee for the Agency's services.

10.3 The Board may arrange for the purchase of any other Insurance or services deemed necessary to protect the Agency or funds held by the Agency against catastrophe.

ARTICLE 11
Bond Requirements

The Board may require that the Administrative Agent authorized to disburse funds of the Agency, provide a fidelity bond in the amount as set by the Board, and provide that such bond be paid by the Agency.

ARTICLE 12
Responsibility of the Agency

The Agency shall perform the following functions in discharging its responsibilities under this Agreement:

12.1 Provide Insurance coverage as deemed necessary, including but not limited to a self-insurance fund and commercial insurance, as well as excess coverage or reinsurance, and other insurance. Such insurance, to be arranged by negotiation or bid, and/or purchase, as necessary;

12.2 Assist each Member's designated risk manager with the implementation of the risk management functions within the Member entity;

12.3 Provide loss prevention consulting services to Members as required;

12.4 Provide Claim adjusting and subrogation services for Claims covered by the Agency's Coverage Agreement;

12.5 Provide loss analysis by the use of statistical studies, data processing, and record and file-keeping services, to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;

12.6 Assist Members, as requested, with review of their contracts to determine sufficiency of indemnity and insurance provisions;

12.7 Conduct risk management audits to review the participation of each Member in the program. The audit shall be performed by appointed Agency staff or, at the discretion of the Administrative Agent, and/or an independent auditor may be retained by contract to conduct the audits;

12.8 Provide for the defense of any civil action or proceeding brought against any officer, employee, Board member, or other agent of the Agency, in their official or individual capacity or both, on account of an act or omission within the scope of their agency as an agent of the Agency;

12.9 Abide by the rules and regulations as stated or hereinafter amended of RCW Chapter 48.62 and WAC 200-100; and

12.10 The Agency shall have such other responsibilities as deemed necessary by the Board of Directors in order to carry out the purposes of the Agreement.

ARTICLE 13
Responsibilities of Members

Members shall have the following responsibilities:

13.1 All Members must maintain membership in the Association of Washington Cities.

13.2 Each Member shall appoint an employee of the member entity to be responsible for the risk management function within that member entity and to serve as a liaison between the Member and the Agency.

13.3 Each Member shall implement a risk management policy which shall include implementing loss prevention recommendations, and complying with the Member Standards.

13.4 Each Member shall be responsible for payment of any Member-elected deductible, and/or appropriate deductible associated with the Member Standards.

13.5 Each Member shall promptly pay its Assessment, Reassessment, and any readjusted amount promptly to the Agency when due. After withdrawal or termination, each Member shall pay promptly to the Agency its share of any Reassessment and accrued interest at a rate determined by the Board, when and if required of it by the Board.

13.6 Each Member shall provide the Agency with such other information or assistance as may be necessary for the Agency to carry out the provisions of this Agreement.

13.7 Each Member shall in any and all ways cooperate with and assist the Agency, and any insurer of the Agency, in all matters relating to this Agreement and covered losses, and will comply with all Bylaws, policies, procedures and Member Standards as adopted or amended by the Board of Directors.

13.8 All members shall cooperate with the Agency and assist with any investigations, settlement discussions, defense or prosecution of suits, and cooperate and assist the Agency in enforcing any right of contribution, indemnity, or subrogation in which the Agency may have an interest by virtue of a payment made pursuant to the Bylaws, this Agreement, or the Coverage Agreement. Members shall also assist the Agency and attend hearings and trials as well as secure and give evidence and obtain the attendance of witnesses. Further, the members shall undertake appropriate due diligence and concur in exercising all things reasonably practicable to avoid or diminish any loss of or damage to the property insured under this agreement.

ARTICLE 14
New Members

14.1 Additional Members shall be permitted to become Signatories to this Agreement. All potential members to the Agency must be members of the Association of Washington Cities or become members prior to acceptance into the Agency. The Agency shall allow entry into the program of new members approved by the Board of Directors at such time during the year as the Board deems appropriate.

14.2 Members entering under this Article may be required to pay their share of expenses as determined by the Board, including those necessary to analyze their loss data and determine their Assessment.

ARTICLE 15
Defense of Agents

15.1 For purposes of this article, "agent" means any person who is or was: a director, an Operating Committee member, a Special Committee member, an officer, or an agent acting on behalf of the Agency or Administrative Agent.

15.2 The Agency shall provide for the defense of any agents and paying of any valid judgments and claims brought against any such agent arising from their actions or conduct in their official or individual capacity or both, on account of an act or omission within the scope of their responsibility; provided, however, this section shall not apply to those occurrences covered by an Agency policy of liability insurance or if the claim or judgment results from the intentional misconduct of said agent.

ARTICLE 16
Withdrawal

16.1 A Member signing this Agreement may not withdraw as a party to this Agreement and as a Member of the Agency for a one-year period commencing on the date said Member signs the Agreement.

16.1.1 After the initial one-year non-cancellable commitment provided pursuant to this Agreement, a Member may withdraw only at the end of the Agency's Fiscal Year, provided the Member has given the Agency a minimum of 12-month written notice of its intent to withdraw from this Agency.

16.2 A Member shall be entitled to withdraw from the Agency where the Member presents to the Board of Directors evidence demonstrating a material breach of contract by the Agency as regards its obligations to the Member. The Member shall be allowed to withdraw from the agency within ninety (90) days of any finding by the Board of Directors that a material breach of contract by the Agency has occurred. The withdrawal of any Member under the conditions identified here shall not however free it from any and all requirements made of any withdrawing Member.

16.3 No Member withdrawing from the agency shall be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency.

ARTICLE 17
Termination by Agency

17.1 The Agency shall have the right to terminate any Member's participation in the Agreement upon a motion approved by a vote of 66% or more of the entire Board of Directors. Prior to taking action on such a motion, the Board may, but is not required to, request that the Operating Committee review and make recommendations to the Board on any allegation giving rise to the request to

terminate, including but not limited to failure to: comply with a written condition, disregard of risk management recommendations or Member Standards, noncompliance with any provision of this Agreement, and/or the Bylaws of the Agency.

17.2 Any Member so terminated from the Agency, shall be given at least one hundred eighty (180) days notice prior to the effective date of the termination. Any Member so terminated shall have a period of up to six (6) months coverage under the terms of this Agreement, or may affect alternate insurance or self-insurance arrangements if it so desires. Upon written receipt of confirmation from the terminating Member that the terminating Member has in force valid insurance or membership in another risk sharing pool, the effective date of the termination may be adjusted by the Agency. Any Member so terminated shall be treated as if it had voluntarily withdrawn.

17.3 Upon termination from this Agreement, a Member shall not be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency.

ARTICLE 18
Effect of Withdrawal or Termination

18.1 The withdrawal of any Member from this Agreement shall not terminate the same for purposes of continuing to comply with all conditions and requirements of the Agreement, and survives the withdrawal or termination of any Member.

18.2 No Member by withdrawing or terminating from the Agreement shall be entitled to payment or return of any Assessment, Reassessment, consideration of property paid, or donated by the Member to the Agency, or to any distribution of assets.

18.3 The withdrawal or termination of any Member shall not cease its responsibility to contribute its share or Assessment, Reassessment, or funds to any fund or Joint Self-Insurance program created by the Agency until all Claims, or other unpaid liabilities, covering the period the Member was Signatory hereto have been finally resolved and a determination of the final amount of payments due by the Member or credits to the Member for the period of its membership has been made by the Board of Directors. In connection with this determination, the Board may exercise similar powers to those provided for in Article 17, *Termination by Agency*, of this Agreement.

18.4 The withdrawn or terminated Member shall be responsible for any applicable deductible that would have been applied related to a claim the same as if the Member was still in good standing with the Agency.

18.5 Any withdrawn or terminated Member may not be permitted to rejoin the Agency, or allowed to submit an application to rejoin the Agency for a period of three (3) years after the effective date of the Member's withdrawal or termination without Board approval.

ARTICLE 19
Termination and Distribution

19.1 This Agreement may be terminated at any time by the written consent of three-fourths (75%) of the Members, provided, however, that this Agreement and Agency shall continue to exist for the purpose of paying all debts and liabilities, disposing of all Claims, distributing net assets, and otherwise liquidating the affairs of the Agency. The Board of Directors is vested with all powers of the Agency during such liquidation, including the power to require Members, including those who were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of Reassessment deemed necessary by the Board for final disposition

of all Claims, losses, and liabilities covered by this Agreement. Such additional Reassessment shall be determined and thereafter adjusted, if necessary.

19.2 Upon termination of this Agreement, all assets of the Agency shall be distributed only among the parties that are Members in good standing of the Agency on the date of termination of this Agreement. The assets shall be distributed in accordance with and proportionate to their Assessment, Reassessment and property contributions made during the term of this Agreement. The Board shall determine such distribution within six (6) months after the last pending claim or loss covered by this Agreement has been finally disposed of.

19.3 The Board is vested with all powers of the Agency for the purpose of liquidating and dissolving the business affairs of the Agency. These powers shall include the power to require Members, including those which were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of assessment deemed necessary by the Board for final disposition of all Claims and losses covered by this Agreement. A Member's share of such additional assessment shall be determined on the same basis as that provided for annual assessments, and shall be treated as if it were the next year's annual assessment for that Member.

ARTICLE 20
Bylaws, Policy, Procedures and Member Standards

The Board may adopt Agency Bylaws, policies, procedures, and Member Standards or other documents that govern the day-to-day operations of the Agency. Each Member shall have access in electronic or written format.

ARTICLE 21
Notices

Notices to Members hereunder shall be sufficient if mailed to the last address, or electronic mail, provided to the Agency by the respective Member. Postal mail will be deemed received three (3) days after mailing.

ARTICLE 22
Amendment

This Agreement may be amended at any time by the written approval of the majority of all Members of the Agency. Amendments to the Agreement shall be adopted by ordinance or resolution of the governing board or council of each Member, signed by an authorized representative of each member, and a copy returned to the Agency

ARTICLE 23
Enforcement

The Agency is hereby granted the authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any City Member which signed this Agreement, the substantially prevailing party in such dispute shall be entitled to its costs and reasonable attorney's fees.

ARTICLE 24
Prohibition Against Assignment

No Member may assign any right, claim, or interest it may have under this Agreement, except to a successor entity following reorganization. No creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund, assessment, or asset of the Agency. Should any participating Member reorganize in accordance with the statutes of the State of Washington, the successor in interest, or successors in interest, may be substituted as a Member upon approval by the Board.

ARTICLE 25
Severability

In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, clauses applications, or occurrences, and this Agreement is expressly declared to be severable.

ARTICLE 26
Agreement Complete

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

ARTICLE 27
Conflicts

In the event of a conflict between this Agreement and the adopted Bylaws, policies, procedures, or the Member Standards, this Agreement shall take precedence."

Article 28
Supersession

This Agreement supersedes and replaces all prior Interlocal Agreements and amendments thereto pertaining to the Agency."

Article 29
Signature in Counterparts

This Agreement may be executed in any number of Counterparts and each of such Counterparts shall for all purposes constitute one Agreement, binding on all Members, notwithstanding that all Members are not Signatories to the same Counterpart. All references herein to this Agreement are deemed to refer to all such Counterparts.

Article 30
Section Headings

The section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the sections they identify and introduce.

Article 31
Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

Article 32
Time

Time is of the essence in this Agreement and each and every provision hereof.

ARTICLE 33
Authorization of Signature

Each Member signing this Agreement has passed the required Ordinance or Resolution authorizing and approving this Agreement, a copy of which Ordinance or Resolution is attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials thereof.

Association of Washington Cities (AWC)
Risk Management Service Agency (RMSA)

By _____
Peter King, AWC CEO

Date 9/14/16

_____
(Member Name)

By _____

_____, Mayor
(Printed name)

Date _____

INTERLOCAL AGREEMENT OF THE ASSOCIATION OF WASHINGTON CITIES RISK MANAGEMENT SERVICE AGENCY (AWC-RMSA)

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INTERLOCAL AGREEMENT:
OF THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY

PREAMBLE

State law authorizes the formation of pooling organizations to provide ~~such~~ iInsurance, to reduce the amount and frequency of the Members' losses, and to decrease the cost incurred by the Members in the handling and litigation of claims. This Agreement provides for self-insurance pooling and/or the economical purchase of ~~primary~~ Insurance ~~and/or Excess Insurance~~ coverage for ~~all~~ Local Governmental Entities. tThis Aagreement is made and entered into in the State of Washington by and among the Members organized and existing under the Constitution or laws of the State of Washington, hereinafter collectively referred to as "Members", ~~and individually as "Member",~~ which are parties signatory to this Agreement. ~~Said Members are sometimes referred to herein as "Parties".~~

RECITALS

WHEREAS, Chapter. 48.62 RCW provides that two or more local governmental agencies may, by Interlocal Agreement, provide insurance for any purpose by one or more of certain specified methods;

WHEREAS, the Association of Washington Cities, the sponsoring entity, of the Risk Management Service Agency ("Agency"), would like to maintain the long-standing relationship that has been achieved over the years because of the mutual goals of both entities, which is to support all cities and towns in Washington State;

WHEREAS, the Association of Washington Cities as sponsor of the Agency desires to provide its Members, as well as other Local Governmental Entities, the opportunity to jointly self-insure or pool their primary risks to enhance their ability to control their insurance programs and coverages;

WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of pooling their self-insured losses and jointly purchasing excess insurance and administrative services in connection with a ~~j~~ Joint ~~protection~~ Self-Insurance program for said parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, in consideration of all of the mutual benefits, covenants and agreements contained herein the parties hereto agree as follows:

ARTICLE 1
Definitions

The following definitions shall apply to the provisions of this Agreement:

1.1 ~~_____~~"**Administrative Agent**," shall mean the Association of Washington Cities that provides ~~third-party administration (TPA) services to the Agency.~~ the contracted administrative services for the Agency.

1.2 "**Agency**" shall mean the Association of Washington Cities Risk Management Service Agency (RMSA).

1.3 ~~X.XX~~ "**Agreement**" shall mean the Interlocal Agreement, however amended, among and between the Agency and the Member.

1.4~~3~~ "**Assessment**" shall mean the monieseys paid by the ~~m~~ Members to the Agency.

1.5~~4~~ **"Association"** shall mean the Association of Washington Cities.

1.6~~5~~ **"Board of Directors"** or **"Board"** shall mean the governing body of the Risk Management Service Agency (RMSA) as duly elected by the members of the Agency.

~~X.XX~~1.7 ~~———~~"**Bylaws**" shall mean the document(s) that provides for the governance and operation of the Agency. "Bylaws" mean the Bylaws adopted by the Board of Directors of the Agency and all duly adopted amendments and revisions thereto, however amended.

1.8~~6~~ **"Claim(s)~~s~~"** ~~shall mean demands made against the Agency arising out of occurrences which are within the Agency's Joint Protection Program as developed by the Board of Directors.~~ mMeans a demand for payment for damages against the Agency arising out of occurrences within the Coverage Agreement; or policy benefit because of the occurrence of an event that includes, but is not limited to, the destruction or damage of property or reputation, bodily injury or death and alleged civil rights violations.

1.9~~X.XX~~ "**Coverage Agreement**" shall mean the coverage document(s) established by the Board of Directors and intended to address the general claims operations of the Agency.

1.10~~7~~ **"Excess insurance"** shall mean that insurance purchased or other financing arrangements made on behalf of the Agency to protect the funds of the Agency against catastrophes or against an unusual frequency of losses during a single year.

1.11~~8~~ **"Fiscal Year"** shall mean that period of 12 months, from January 1 to December 31, which is established as the fiscal year of the Agency.

1.12~~9~~ **"Insurance"** shall mean and include self-insurance through a funded program and/or commercial insurance contract.

1.13~~X.XX~~ ~~———~~"**Interlocal Agreement**" means an Agreement established under the Interlocal Cooperation Act defined in Cehapter 39.34 RCW which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and therefore, to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

1.14~~0~~ ~~"Joint Protection Program" shall mean the program established by the Board of Directors and intended to address the general operation of the Agency.~~

1.14~~X.XX~~ ~~——~~"**Joint Self-Insurance Program**" means two or more Local Government Entities which have entered into a cooperative risk sharing Agreement subject to regulation under 48.62 RCW.

1.15~~4~~ **"Local Governmental Entity"** shall mean every unit of local government, both general purpose and special purpose, and shall include, but not be limited to, counties, cities, towns, port districts,

public utility districts, water districts, sewer districts, fire protection districts, irrigation districts, metropolitan municipal corporations, conservation districts, and other political subdivisions, governmental subdivisions, municipal corporations, and quasi municipal corporations.

1.16~~X.XX~~ ~~——~~"**Member**" – shall mean any eligible entity which participates in the Agency, pays the annual Assessment and is signatory to the Agency's Interlocal Agreement.

1.17~~X.XX~~ ~~——~~"**Member Standards"** shall mean the required and~~&~~ advisory standards ~~were~~ adopted by the Board of Directors in an effort to provide consistent administrative practices for members, with the goal of reducing property and liability losses.

1.18~~2~~ **"Operating Committee"** shall mean the standing advisory committee ~~of the Agency~~ to the Board.

1.19~~X.XX~~ ~~——~~"**Reassessment"** shall mean additional monieseys paid by the Members to the Joint Self-Insurance Program if claims shall exceed assets.

1.20 **"Risk Sharing"** means a decision by the Members of a Joint Self Insurance Program to jointly absorb certain or specific financial exposures to risks of loss through the creation of a formal program of advance funding of actuarially determined anticipated losses; and/or joint purchase of Insurance or reinsurance as a member of a Joint Self Insurance Program formed under Chapter 48.62 RCW.

1.21~~13~~ **"Signatory"** or **"Signatories"** shall mean those parties who sign this Agreement, including execution by ~~C~~counterpart, thereby becoming a Member of the Agency bound by the terms of this Agreement.

1.22~~X.XX~~ ~~——~~"**Special Committee**" – shall mean committees of the Agency created by the Board of Directors.

ARTICLE 2
~~Purposes~~ Risk Sharing

2.1 This Agreement is entered into by the Members to provide for Joint ~~s~~Self-~~ii~~nsurance pooling and/or the economical purchase of ~~primary~~ Insurance ~~and/or Excess Insurance~~ coverage, risk management services, and property and liability claims administration. ~~for all forms of Insurance available or required by law for Local Governmental Entities and for which state law authorizes the formation of pooling organizations to provide such Insurance,~~ Furthermore, the purpose of the Agreement is to reduce the amount and frequency of the Members' losses~~,~~; and to decrease the cost incurred by the Members in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public Agency, the Association of Washington Cities Risk Management Services Agency, to direct and administer a Joint ~~Protection~~Self-Insurance Program wherein the Members will engage in certain activities, including but not limited to the following:

2.1.1 ~~Pool their losses and Claims~~Risk Sharing;

2.1.2 Jointly purchase of insurance which may include, but is not limited to ~~E~~eExcess ~~Insurance~~and or reinsurance; and

2.1.3 Jointly purchase of administrative and other services including:

2.1.1.1 Claims adjusting;

2.1.1.2 Data processing;

2.1.1.3 Risk management consulting;

2.1.1.4 Loss prevention;

2.1.1.5 Legal; and

2.1.1.6 Miscellaneous related services.

2.2 It is also the purpose of the Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional Local Government Entities organized and existing under the Constitution or laws of the State of Washington as may desire to become parties to this Agreement and ~~m~~Members of the Agency, subject to approval by the Board of Directors.

2.3 ~~It is also the purpose of t~~ This Agreement ~~to~~ may but is not required to provide, to the extent permitted by law, that the Agency may, at the discretion of its d~~D~~irectors, contract with non-member Local Government Entities in the State of Washington.

Article 3
Agency Offices

3.1 Principal Executive Office
The principal executive office for the transaction of business of the Agency shall be located at 1076 ~~South~~ Franklin St. SE, Olympia, WA 98501. The Administrative Agent in cooperation with the Board of Directors of the Agency shall have the authority to change the location of the principal executive office from time to time.

3.2 Other Offices
Other business offices may be at any time be established by the Administrative Agent in cooperation with the Board of Directors of the Agency at any place or places where the Agency is qualified to do business.

ARTICLE 4
Parties to Agreement

Each party to this Agreement certifies that it intends to and does contract with all other parties who are Signatories of this Agreement and, in addition, with such other parties as may later be added to and ~~S~~signatories of this Agreement pursuant to Article 14. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Articles 16 and17, shall not affect this Agreement nor such party's intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE 5
Term of Agreement

This Agreement shall become effective on January 1, 201~~0~~7, and shall be of unlimited duration, but not less than one year, and will continue unless terminated as hereinafter provided in Article 19.

ARTICLE 6
Financial Obligations of Agency

Pursuant to Chapter. 48.62 RCW, of the State of Washington, the debts, liabilities, and obligations of the Agency shall not constitute debts, liabilities, or obligations of any ~~party~~ Member to this Agreement.

ARTICLE 7
Powers of the Agency

7.1 Agency shall have the powers provided for by law and is hereby authorized to do all acts necessary for the exercise of said powers, including, but not limited to, any or all of the following:

7.1.1 Contract or otherwise provide for risk management, claims administration and loss ~~control~~ prevention services;

7.1.2 Contract or otherwise provide legal counsel for the defense of Claims and/or other legal services;

7.1.3 Consult with the Washington State Risk Manager and State Auditor;

7.1.4 Jointly purchase Insurance coverage in such form and amount as the organization's participants may by contract agree;

7.1.5 Incur debts, liabilities, or obligations;

7.1.6 Acquire, receive, hold, or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities;

7.1.7 Sue and be sued in its own name;

7.1.8 Hire employees and agents; and

7.1.9 Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.

7.2 Said powers shall be exercised to the terms hereof and in the manner provided by law.

ARTICLE 8
The Board of Directors and their Powers and Responsibilities

8.1 The Agency, its funds and service programs shall be administered by a Board of Directors.

8.2 Number of Directors
There shall be seven (7) Directors of the Agency, who shall be elected officials representing members of the Agency.

8.3 Acceptance of Appointment by Directors
Each Director shall sign a document accepting their appointment as Director and agreeing to abide by the terms and provisions of this ~~Interlocal~~ Agreement and the Bylaws.

8.4 Powers and Responsibilities of the Board of Directors
The Board of Directors of the Agency shall have the following powers and functions:

8.4.1 The Board shall have the power to review, amend, modify, adopt, override, or reject the Operating Committee's recommendations.

8.4.2 The Board shall review, modify if necessary, and approve the annual operating budget of the Agency.

8.4.3 The Board shall receive and review periodic accountings of all funds of the Agency.

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8.4.34 Annually the Board shall review, amend, adopt, or reject the Operating Committee's recommendation of the aAssessment, or Reassessment rate to be charged to the m Members of the Agency.

8.4.45 The Board shall may review, modify if necessary, and approve the Joint Protection Program (JPP) Coverage Agreement, which identifies Agency and Member coverages,- the Agency's Bylaws, and manuals policies and Member Standards.

8.4.56 The Board shall have the power to conduct all business on behalf of the Agency, which the Agency may conduct under the provisions hereof and pursuant to law.

8.4.67 The Board shall determine and select all necessary Insurance, including Excess Insurance, necessary to carry out the Joint Self-Insurance Protection Program of for the Agency.

8.4.78 The Board shall have authority to contract for or develop various services for the Agency, including, but not limited to, an aAdministrative aAgent, claims adjusting, loss controlprevention, risk management consulting services, independent actuary services, insurance brokerage services, independent claims auditing services, and general legal counsel.

8.4.89 The Board shall have such other powers and functions as are provided for in this Agreement, and the Bylaws, or those which are necessary to implement the purposes of this Agreement, including, but not limited to, the power to authorize contracts.

ARTICLE 9
Operating Committee

The Operating Committee shall consist of nine (9) representatives from Members entities participating in the Agency. All members of the Operating Committee shall be appointed non-elected officials not elected officials. It is the Board's intent that the Operating eCommittee assists is advisory to the Board and/or the Administrative Agent, with regarding the operations of the Agency. and to keep the Board advised on all aspects of Agency operations including professional standards.

ARTICLE 10
Coverage

10.1 The type and limits of the Insurance coverage provided for Members by the Agency shall be established by the Board of Directors.

10.2 The Board may arrange approve purchase of a group policy additional types or limits of coverage for Members interested in obtaining additional types or limits of coverage at additional cost to those participating of other Members. Such additional cost may include an administrative fee for the Agency's services.

10.3 The Board may arrange for the purchase of any other Insurance or services deemed necessary to protect the Agency or funds held by the Agency against catastrophe.

ARTICLE 11
Bond Requirements

The Board may require that the Administrative Agent authorized to disburse funds of the Agency, provide a fidelity bond in the amount as set by the Board, and provide that such bond be paid by the Agency.

ARTICLE 12
Responsibility of the Agency

~~12.1~~ The Agency shall perform the following functions in discharging its responsibilities under this Agreement:

12.~~1~~12 Provide Insurance coverage as deemed necessary, including but not limited to a self-insurance fund and commercial insurance, as well as excess coverage or reinsurance, and other insurance~~,~~ ~~s~~Such insurance, to be arranged by negotiation or bid, and/or purchase, as necessary;

12.~~2~~23 Assist each Member's designated risk manager with the implementation of the risk management functions within the Member entity;

12.~~3~~34 Provide loss prevention~~, safety, and~~ consulting services to Members as required;

12.~~4~~5 Provide Claim~~s~~ adjusting and subrogation services for Claims covered by the Agency's ~~Joint Protection Program;~~Coverage Agreement;

12.~~5~~56 Provide loss analysis by the use of statistical studies, data processing, and record and file-keeping services, to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;

12.~~6~~67 Assist Members, as requested, with review of their contracts to determine sufficiency of indemnity and ~~i~~Insurance provisions;

12.~~7~~78 Conduct risk management audits to review the participation of each Member in the program. The audit shall be performed by appointed Agency staff or, at the discretion of the ~~a~~Administrative ~~a~~Agency~~t~~, and/or an independent auditor may be retained by contract to conduct the audits;

12.~~8~~89 Provide for the defense of any civil action or proceeding brought against any officer, employee, Board member, or other agent of the Agency, in their official or individual capacity or both, on account of an act or omission within the scope of their agency as an agent of the Agency;

12.~~9~~910 Abide by the rules and regulations as stated or hereinafter amended of RCW Chapter 48.62 and WAC ~~82-60~~; 200-100; and

12.~~10~~101 The Agency shall have such other responsibilities as deemed necessary by the Board of Directors in order to carry out the purposes of the Agreement.

ARTICLE 13
Responsibilities of Members

~~13.1~~ Members shall have the following responsibilities:

13.~~1~~12 All ~~Agency m~~Members must maintain membership in the Association of Washington Cities.

13.~~2~~23 Each ~~m~~Member shall appoint an employee of the member entity to be responsible for the risk management function within that member entity and to serve as a liaison between the Member and the Agency ~~as to risk management.~~

13.~~3~~34 Each Member shall implement a risk management policy which shall~~ould~~ include ~~maintain an active safety officer and/or committee, and shall consider all~~ implementing~~completing~~ loss prevention recommendations, and complying with the Member Standards ~~of the Agency~~.

~~concerning including but not limited to the development and implementation of a loss control risk management policy to prevent unsafe and, and practice(s).~~

13.~~4~~5 Each Member shall be responsible for payment of any Member-elected deductible, and/or appropriate deductible associated with the Member Standards.

~~13.4 Each Member shall maintain its own set of records, as a loss log, in all categories of loss to insure accuracy of the Agency's loss reporting system.~~

13.~~5~~6 Each Member shall promptly pay its ~~a~~Assessment, Reassessment, and any readjusted amount promptly to the Agency when due. After withdrawal or termination, each Member shall pay promptly to the Agency its share of any ~~additional~~ Reassessment and accrued interest at a rate determined by the Board, when and if required of it by the Board.

13.~~6~~7 Each Member shall provide the Agency with such other information or assistance as may be necessary for the Agency to carry out the ~~Joint Protection Program under~~ provisions of this Agreement.

13.~~7~~8 Each Member shall in any and all ways cooperate with and assist the Agency, and any insurer of the Agency, in all matters relating to this Agreement and covered losses, and will comply with all Bylaws, ~~rules, and regulations~~ policies, procedures and Member Standards as adopted or amended by the Board of Directors.

13.~~8~~9 ~~All members shall cooperate with the Agency and assist with investigations, making settlements, and defense or prosecution of suits; cooperate and assist the Agency in enforcing any right of contribution, indemnity or subrogation in which the Agency may have an interest by virtue of a payment made pursuant to the Bylaws, interlocal a~~Agreement ~~or the Joint Protection Program (JPP); attend hearings and trials and assist in the securing and giving evidence and obtaining the attendance of witnesses; use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss of or damage to the property herein insured.~~
All members shall cooperate with the Agency and assist with any investigations, settlement discussions, defense or prosecution of suits, and cooperate and assist the A~~a~~gency in enforcing any right of contribution, indemnity, or subrogation in which the Agency may have an interest by virtue of a payment made pursuant to the Bylaws, this A~~a~~greement, or the Coverage Agreement. Members shall also assist the Agency and attend hearings and trials as well as secure~~ing~~ and give~~ing~~ evidence and obtain~~ing~~ the attendance of witnesses. Further, the members shall undertake appropriate due diligence and concur in exercising all things reasonably practicable to avoid or diminish any loss of or damage to the property insured under this agreement.

ARTICLE 14
New Members

14.1 Additional Members shall be permitted to become Signatories to this Agreement~~, and to the Joint Protection Program~~. All potential members to the Agency must be members of the Association of Washington Cities or become members prior to acceptance into the Agency. The ~~Directors~~ Agency shall allow entry into the program of new members approved by the Board of Directors at such time during the year as the Board deems appropriate.

14.2 Members entering under this Article may be required to pay their share of expenses as determined by the Board, including those necessary to analyze their loss data and determine their ~~a~~Assessment.

ARTICLE 15
Defense of Agents

15.1 For purposes of this article, "agent" means any person who is or was: a d~~D~~irector, an Operating Committee member, a Special Committee member, an officer, or an agent acting on behalf of the Agency or Administrative Agent.

15.~~1~~2 The Agency shall provide for the defense of any agents and paying of any valid judgments and claims brought against any such agent arising from their actions or conduct in their official or individual capacity or both, on account of an act or omission within the scope of their responsibility; provided, however, this section shall not apply to those occurrences covered by an Agency policy of liability insurance or if the claim or judgment results from the intentional misconduct of said agent.

ARTICLE 16
Withdrawal

16.1 A Member signing this Agreement may not withdraw as a party to this Agreement and as a Member of the Agency for a one-year period commencing on the date said Member signs the Agreement.

16.1.1 After the initial one-year non-cancellable commitment provided pursuant to this Agreement, a Member may withdraw only at the end of the Agency's~~any~~ Fiscal Year, provided ~~it~~the Member has given the Agency a minimum of 12-month written notice of its intent to withdraw from this Agency.

16.2 A Member shall be entitled to withdraw from the Agency where ~~it~~the Member ~~-~~presents to the Board of Directors evidence demonstrating a material breach of contract by the Agency as regards its obligations to the Member. The Member shall be allowed to withdraw from the agency within ninety (90) days of any finding by the Board of Directors that a material breach of contract by the Agency has occurred. The withdrawal of any Member under the conditions identified here shall not however free it from any and all requirements made of any withdrawing Member.

16.3 No Member withdrawing from the A~~a~~gency shall be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency. ~~No member shall be entitled to any payment or return of any assessment paid by the member to the Agency or any agency insurer or to any distribution of the Agency's assets.~~

ARTICLE 17
Termination by Agency

17.1 The Agency shall have the right to terminate any Member's participation in the ~~Joint Protection Program~~Agreement ~~-~~upon a motion approved by a ~~three-quarters (75%)~~ vote of 66% or more of the entire Board of Directors. ~~The Board of Directors may~~, ~~p~~Prior to taking action on such a motion, the Board may, but is not required to, request that the Operating Committee review and make recommendations to the Board on any allegation giving rise to the request to terminate, including but not limited to failure to: comply with a written condition, disregard of ~~safety or~~ risk management recommendations or Member s~~S~~tandards, noncompliance with any provision of this ~~Interlocal~~ Agreement, and/or the Bylaws of the Agency.

17.2 Any Member so ~~cancelled~~ terminated from the Agency, shall be given at least one hundred eighty (180) days notice prior to the effective date of the ~~cancellation~~termination. Any Member so ~~cancelled~~terminated shall have a period of up to six (6) months coverage under the terms of this Agreement, or may affect alternate insurance or self-insurance arrangements if it so desires. Upon written receipt of confirmation from the terminating Member that the terminating Member has in force valid insurance or membership in another risk sharing pool, the effective date of the termination may be adjusted by the Agency. Any Member so ~~cancelled~~terminated shall be treated as if it had voluntarily withdrawn.

17.3 Upon termination from this Agreement, a ~~no~~ Member shall not be ~~terminated from the agency shall be~~ entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency. ~~No member shall be entitled to any payment or return of any assessment paid by the member to the Agency or any agency insurer or to any distribution of the Agency's assets.~~

~~17.4 A terminated Member shall be responsible for any Reassessment issued in the future covering dates the terminated entity was a Member of the Agency.~~

ARTICLE 18
Effect of Withdrawal or Termination

18.1 The withdrawal of any Member from this Agreement shall not terminate the same for purposes of continuing to comply with all conditions and requirements of the A~~a~~greement, and survives the withdrawal or termination of any Member.~~.~~

18.2 No Member by withdrawing or terminating from the Agreement shall be entitled to payment or return of any ~~a~~ Assessment, Reassessment, consideration of property paid, or donated by the Member to the Agency, or to any distribution of assets.

18.3 The withdrawal or termination of any Member shall not ~~terminate~~ cease its responsibility to contribute its share or ~~a~~ Assessment, Reasessment, ~~-~~or funds to any fund or Joint Self-Insurance program created by the Agency until all Claims, or other unpaid liabilities, covering the period the Member was Signatory hereto have been finally resolved and a determination of the final amount of payments due by the Member or credits to the Member for the period of its membership has been made by the Board of Directors. In connection with this determination, the Board may exercise similar powers to those provided for in Article 17, *Termination by Agency*, of this Agreement.

18.4 The withdrawn or terminated Member shall be responsible for any applicable deductible that would have been applied related to a claim the same as if the Member was still in good standing with the Agency.

18.4~~5~~ Any withdraw~~ingn~~ ~~-~~or terminated Member may ~~shall~~ not be permitted to rejoin the Agency, or allowed to submit an application to rejoin the Agency for a period of three (3) years after the effective date ~~i~~of the Member's withdrawal or termination without Board approval.

ARTICLE 19
Termination and Distribution

19.1 This Agreement may be terminated at any time by the written consent of three-fourths (75%) of the Members, provided, however, that this Agreement and Agency shall continue to exist for the purpose of paying all debts and liabilities, disposing of all Claims, distributing net assets, and otherwise ~~winding up and~~ liquidating the affairs of the Agency. The Board of Directors is vested with all powers of the Agency during such ~~winding up and~~ liquidation, including the power to require Members, including those ~~which~~who were ~~are~~ Members at the time the claim arose or at

the time the loss was incurred, to pay their share of any additional amount of Reassessment deemed necessary by the Board for final disposition of all Claims, losses, and liabilities covered by this Agreement. Such additional Reassessment shall be determined and thereafter adjusted, if necessary.

19.2 Upon termination of this Agreement, all assets of the ~~Agreement~~Agency shall be distributed only among the parties that are Members in good standing of the ~~Joint Protection Program~~Agency on the date of termination of this Agreement.~~,~~ The assets shall be distributed in accordance with and proportionate to their ~~cash payments~~Assessment, Reassessment ~~-~~and property contributions made during the term of this Agreement. The Board shall determine such distribution within six (6) months after the last pending claim or loss covered by this Agreement has been finally disposed of.

19.3 The Board is vested with all powers of the Agency for the purpose of ~~winding up~~ liquidating and dissolving the business affairs of the Agency. These powers shall include the power to require Members, including those which were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of assessment deemed necessary by the Board for final disposition of all Claims and losses covered by this Agreement. A Member's share of such additional assessment shall be determined on the same basis as that provided for annual assessments, and shall be treated as if it were the next year's annual assessment for that Member.

ARTICLE 20
Bylaws ~~and Manual~~Policy, Procedures and Member Standards

The Board ~~has developed~~ may adopt Agency Bylaws, ~~and a~~ policyies, ~~and~~ procedures, ~~manual~~ and Member Standards or other documents that governs the day-to-day operations of the Agency. Each Member shall have access in electronic or written format. ~~electronically or in written format Each Member shall receive a copy of any Bylaws, policy statement, or manual developed under this Article.~~

ARTICLE 21
Notices

Notices to Members hereunder shall be sufficient if mailed to the last address, or electronic mail, provided to the Agency by the respective Member postal mail will be deemed received three (3) days after mailing.

ARTICLE 22
Amendment

This Agreement may be amended at any time by the written approval of the majority ~~three-quarters (75%)~~ of all Members of the Agency. Amendments to the Agreement shall be adopted by ordinance or resolution of the governing board or council of each Member, signed by an authorized representative of each member, and a ~~certified~~ copy returned to the Agency

ARTICLE 23
Enforcement

The Agency is hereby granted the authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any City Member which signed this Agreement, the substantially prevailing party in such dispute shall be entitled to its costs and reasonable attorney's fees.

ARTICLE 24
Prohibition Against Assignment

No Member may assign any right, claim, or interest it may have under this Agreement, except to a successor entity following reorganization. No creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund, assessment, or asset of the Agency. Should any participating Member reorganize in accordance with the statutes of the State of Washington, the successor in interest, or successors in interest, may be substituted as a Member upon approval by the Board.

ARTICLE 25
Severability

In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, clauses applications, or occurrences, and this Agreement is expressly declared to be severable.

ARTICLE 26
Agreement Complete

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

ARTICLE 27
Conflicts

In the event of a conflict between this Agreement and the adopted Bylaws, policies, ~~or~~ procedures, or the Member Standards, this Agreement shall take precedence."

Article 28
Supersession

This Aagreement supersedes and replaces all prior linterlocal Agreements and amendments thereto pertaining to the Agency."

Article 29
Signature in Counterparts

This Agreement may be executed in any number of Counterparts and each of such Counterparts shall for all purposes constitute one Agreement, binding on all Members, notwithstanding that all Members are not Signatories to the same Counterpart. All references herein to this Agreement are deemed to refer to all such Counterparts.

Article 30
Section Headings

The section headings in this Aagreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the sections they identify and introduce."

Article 31
Governing Law

This Aagreement shall be governed by and construed in accordance with the laws of the State of Washington."

Article 32
Time

Time is of the essence in this Aagreement and each and every provision hereof.

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ARTICLE 33~~2830~~
Authorization of Signature

Each Member signing this Agreement has passed the required Ordinance or Resolution authorizing and approving this Agreement, a certified copy of which Ordinance or Resolution is attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials thereof.

Association of Washington Cities (AWC)
Risk Management Service Agency (RMSA)

By _____

Date _____

_____
(Member Name)

By _____

_____, Mayor
(Printed name)

Date _____

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AWC RISK MANAGEMENT SERVICE AGENCY

Risk Management SERVICE AGENCY

December 1, 2016

Sent electronically

Brenda Martinez
City Clerk
City of Black Diamond
24301 Roberts Dr.
Black Diamond, WA. 98010

RE: AWC RMSA 2017 Interlocal Agreement

Dear Brenda,

During this busy time of the year, we find that occasionally city councils have difficulty in scheduling and dealing with the multitude of responsibilities. Earlier this year, your AWC RMSA's Board of Directors approved a revised Interlocal Agreement. This new Interlocal Agreement has been sent to the city for Council action. For a city to remain a member of the AWC RMSA, and as such receive the services and coverages provided by the AWC RMSA, each current member's governing body is required to adopt a new resolution adopting the revisions to the current Interlocal Agreement. The new Interlocal Agreement will become effective January 1, 2017.

To date, we have not received your city's resolution adopting the new Interlocal Agreement. We hope this is inadvertent, and it is not your intent to leave the AWC RMSA. We value the City's membership, and wish to continue offering risk management, loss prevention and training services.

As a friendly reminder, there are potentially serious consequences if prior to January 1, 2017, the Council does not approve a resolution adopting the new Interlocal Agreement between the City of Black Diamond and the AWC RMSA. If there is no adoption of the resolution, then the AWC RMSA's Board of Directors will be obligated to consider the City of Black Diamond's termination from the Agency for failure to comply with the in-force Interlocal Agreement (attached).

It is our fervent hope that your Council will be able to collaborate and deal with this small legislative action so that the City of Black Diamond remains a valued member of the AWC RMSA.

If you have any questions, please feel free to contact either myself, or Carol Wilmes, Director of Member Pooling Programs.

Best wishes for a happy holiday season and a great 2017.

Roger A. Neal
Program Manager
AWC RMSA

Cc: Carol Wilmes

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:

Resolution authorizing the Mayor to execute an agreement with the Black Diamond Community Center for the City's payment of $10,000 for the Community Center's Liability Insurance for the year 2017

Cost Impact (see also Fiscal Note): $

Fund Source: --

Timeline:

Agenda Date: December 15, 2016 **AB16-083**

Mayor Carol Benson	X
City Administrator	
City Attorney David Linehan	
City Clerk – Brenda L. Martinez	
Com Dev/Nat Res – Andy Williamson	
Finance – May Miller	
MDRT/Ec Dev – Andy Williamson	
Police – Chief Kiblinger	
Public Works – Seth Boettcher	
Court – Stephanie Metcalf	

Agenda Placement: ☒ Mayor ☒ Two Councilmembers ☐ Committee Chair ☐ City Administrator

Attachments: Proposed Resolution; agreement

SUMMARY STATEMENT:

Councilmembers Deady and Edelman have placed this item on the agenda.

In consideration of the public services provided by the Community Center the Council has discussed and would like to pay up to $10,000 toward the Community Center's purchase of liability insurance for the year 2017 as set forth in the agreement.

FISCAL NOTE (Finance Department): The $10,000 has been set aside as a line item in the 2017 Budget.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 16-XXXX *(Clerk to assign number after adoption),* authorizing the Mayor to execute an agreement with the Black Diamond Community Center for the City's payment of $10,000 for the Community Center's Liability Insurance for the year 2017.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
December 15, 2016		

RESOLUTION NO. 16-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE BLACK DIAMOND COMMUNITY CENTER FOR THE CITY'S PAYMENT OF $10,000 FOR THE COMMUNITY CENTER'S LIABILITY INSURANCE FOR THE YEAR 2017

WHEREAS, the Community Center owns and operates the Black Diamond Community Center located at 31605 Third Avenue in Black Diamond, Washington; and

WHEREAS, the Community Center provides many services for the public welfare and the citizens of the City; and

WHEREAS, the parties acknowledge that the Community Center must obtain liability, auto and/or property insurance for its continued operation; and

WHEREAS, in consideration of the public services provided by the Community Center the City has agreed to pay up to $10,000.00 towards the Community Center's purchase of insurance for the year 2017 under the terms and conditions set forth in the Agreement attached hereto as Exhibit A; and

WHEREAS, the City's contribution will be used by the Community Center towards the actual purchase of such insurance and for no other purpose;

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

Section 1. The City Council hereby authorizes the Mayor to sign the Agreement between the City of Black Diamond and the Black Diamond Community Center, attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS _____ DAY OF ___ _____, 2016.

CITY OF BLACK DIAMOND:

_____

Carol Benson, Mayor

Attest:

_____

Brenda L. Martinez, City Clerk

AGREEMENT BETWEEN THE CITY OF BLACK DIAMOND AND BLACK DIAMOND COMMUNITY CENTER

THIS Agreement is made effect as of the _____ day of _____, 2016, by and between the City of Black Diamond, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF BLACK DIMAOND, WASHINGTON (herein after the **"City"**)
24301 Roberts Drive, PO Box 599
Black Diamond, WA 98010
Contact: Mayor Carol Benson Phone: 360-886-5700 Fax: 360-886-2592

and the Black Diamond Community Center, a nonprofit corporation organized under the laws of the State of Washington, doing business at:

BLACK DIAMOND COMMUNITY CENER (hereinafter the **"Community Center"**)
31605 Third Avenue
Black Diamond, WA 98010

TERMS AND CONDITIONS

1. **Public Services Provided by the Community Center.** The Community Center owns and operates the Black Diamond Community Center located at 31605 Third Avenue in Black Diamond, Washington. The Community Center provides many services for the public welfare and the citizens of the City, including, but not limited to, the operation of an emergency food bank and emergency clothing and household goods bank, energy assistance for low-income families, meals on wheels for the homebound or disabled, senior nutrition programs, adult day health programs for homebound and disabled seniors, youth and family programs and meth lab awareness education.

2. **City's Contribution Towards the Community Center's Insurance.** The parties acknowledge that the Community Center must obtain liability, auto and/or property insurance for its continued operation. In consideration of the public services provided by the Community Center As described in Section 2 above, the City agrees to pay up to Ten Thousand Dollars and No Cents ($10,000.00) to the Community Center, as a contribution towards the Community Center's insurance for the year 2017. The City's contribution is not meant to limit the amount of insurance that the Community Center may purchase nor is it meant to anticipate the actual insurance needs of the community Center. Instead, the Community Center will use its own discretion to decide where to purchase its insurance, what should be covered and the amount it will pay for such insurance. The City's contribution will be used by the Community Center towards the actual purchase of such insurance and for no other purpose.

3. **Community Center's Invoice to the City.** The Community Center shall submit an invoice to the City from its insurance company showing the actual cost of the Community Center's desired insurance. If the cost equals or exceeds $10,000, then the City will pay $10,000. If the cost is less than $10,000, then the City will pay the actual invoiced cost. The City shall issue a check to the Community Center to pay this amount within 10 days after receipt of the invoice.

4. **Audit of Community Center's Records.** The Community Center shall provide documentation to the City showing payment of the insurance premium, by submitting a copy of a receipt from the Community Center's insurance company, showing the amount paid and the date. The Community Center shall keep records pertaining to this Agreement available for audit by the City for three years after payment. Copies shall be made available upon request.

5. **Discrimination and Compliance with Laws**

A. The Community Center agrees not to discriminate against any employee or applicant for employment, or any other person seeking assistance from the Community Center because of race, creed, color, national origin, marital status, sec, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance.

B. The Community Center agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable to the Community Center operation.

6. **Relationship of Parties.** No agent, employee, representative or consultant of the Community Center shall be or shall be deemed to be the employee, agent, representative or consultant of the City. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the Community Center's employees, agents, representatives, volunteers, or consultants. The Community Center will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, volunteers, and consultants during the performance of this Agreement.

7. **Suspension and Termination of Operations.** If the Community Center ceases operations during the term of this Agreement, the Community Center agrees that it shall attempt to obtain a refund of any City funds spent on the insurance for the remainder of the policy.

8. **General Provisions.**

A. Non-waiver of Breach. The failure to either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification or any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Community Center.

C. Venue and Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

D. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

E. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF BLACK DIAMOND,
WASHINGTON

By:_____
Carol Benson
Mayor

Date:_____

BLACK DIAMOND COMMUNITY
CENTER

By:_____

Name:_____

Title:_____

Date:_____

Attest:

By:_____
Brenda L. Martinez
City Clerk

APPROVED AS TO FORM:

By:_____
City Attorney

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:

Ordinance regarding adoption of the 2012 Stormwater Management Manual for Western Washington

Agenda Date: December 15, 2016 — **AB16-084**

Mayor Carol Benson	
City Administrator	
City Attorney David Linehan	
City Clerk – Brenda L. Martinez	
Com Dev/Nat Res –	
Finance – May Miller	
MDRT/Ec Dev – Andy Williamson	
Police – Chief Kiblinger	
Public Works – Seth Boettcher	X
Court – Stephanie Metcalf	

Cost Impact (see also Fiscal Note): $--

Fund Source: --

Timeline: Due December 31, 2016

Agenda Placement: ☒ Mayor ☒ Two Councilmembers ☐ Committee Chair ☐ City Administrator

Attachments: Ordinance 16-xxx; strikethrough/underline version of ordinance; clean copy of ordinance

SUMMARY STATEMENT:

Councilmembers Deady and Edelman have placed this item on the agenda. This item was voted down at the October 6th Council meeting. Another version of the Ordinance was passed (16-1073A) and was vetoed by the Mayor.

The City is required by its Phase 2 National Pollutant Discharge Elimination System permit to adopt stormwater standards equivalent or more stringent than the 2012 Stormwater Management Manual for Western Washington (as amended in 2014, the "2014 Stormwater Manual) by December 31, 2016. This ordinance will adopt those standards as well us update staff references to be consistent with staff titles, and to make fees consistent with the City's adopted fee schedule.

FISCAL NOTE (Finance Department):
Increased regulations will likely lead to increased expenses for the stormwater fund. These new stormwater regulations and the City's stormwater permit require the City to incorporate Low Impact Development into City codes. The City has hired AHBL ($13,500) to assist with evaluating our city codes and make recommendations where we can eliminate barriers or make changes to provide for Low Impact Development. This additional cost may require a 2016 Budget amendment. Future stormwater rate increases may also be required to cover the costs of incorporating the new codes as well as additional operational costs.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Ordinance 16-xxx *(Clerk to assign number after adoption)* adopting new stormwater management regulations and amending Chapter 14.04 of the Black Diamond Municipal Code.**

RECORD OF COUNCIL ACTION		
Meeting Date	***Action***	***Vote***
October 6, 2016	Motion to adopt failed. 2-3 (Morgan, Weber, Pepper)	
December 15, 2016		

ORDINANCE NO. 16-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, ADOPTING NEW STORMWATER MANAGEMENT REGULATIONS AND AMENDING CHAPTER 14.04 OF THE BLACK DIAMOND MUNICIPAL CODE

WHEREAS, in 2009, the Black Diamond City Council adopted the Washington State Department of Ecology's 2005 Stormwater Management Manual for Western Washington ("2005 SWMMWW") as the stormwater standards for the City of Black Diamond; and

WHEREAS, The Department of Ecology's current stormwater manual is the 2012 Stormwater Management Manual for Western Washington, as amended in December 2014 ("2014 SWMMWW"), which incorporates current best management practices and best available science; and

WHEREAS, Black Diamond is a National Pollution Discharge Elimination System (NPDES) Phase II community, and as such is required to adopt stormwater standards equivalent or more stringent than the 2014 SWMMWW by December 31, 2016; and

WHEREAS, there is a need to update the language in this chapter to make the staff references consistent with staff titles and to make the charges consistent with the City adopted fee schedule;

WHEREAS, the Council held a public hearing on this ordinance on October 6, 2016; and

WHEREAS, the Council makes the following findings:

1. Urban development can cause changes in patterns of stormwater flow from land into receiving waters if not reasonably assessed and addressed. Increased surface runoff flows can cause stream channel changes that destroy habitat for fish if reasonable detention and retention is not applied. Water quality can be harmed when runoff carries pollutants such as eroded soil, oil, metals or pesticides into streams, wetlands, lakes, and marine waters or into ground water if proper treatment of stormwater is not applied. Proper management of stormwater runoff helps to reduce these significant pollution problems to preserve and protect waterways for people and fish.

2. Adoption of the 2014 SWMMWW is recommended in order to promote the public health, safety and welfare by providing for the comprehensive management of surface water and stormwater, erosion control, and flooding.

3. This ordinance keeps the City in compliance with the best available science in stormwater management in order to minimize water quality degradation; prevent flood damage, siltation and habitat destruction in the City's creeks, streams and other water bodies; protect property owners adjacent to developing land from increased runoff rates which could cause stream erosion and damage to public and private property; promote sound development and redevelopment policies which respect and preserve the City's watercourses and aquatic habitat; promote and prioritize low impact development strategies that reduces impervious surface and stormwater runoff; ensure the safety of City roads and rights-of-way; and promote ground water recharge through the implementation of comprehensive and thorough permit review, construction inspection, enforcement, and maintenance programs that facilitate the effectiveness of the requirements contained in this chapter.

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

Section 1. Section 14.04.020 of the Black Diamond Municipal Code is hereby amended to read as follows:

14.04.020 Adoption of Manual--Applicability.

A. Stormwater Management Manual Adopted. The 2012~~February 2005~~ Edition of the Department of Ecology's Stormwater Management Manual for Western Washington ("SWMMWW"), as ~~modified and~~ amended in ~~subsection B below~~December 2014, is hereby adopted by reference (the "Stormwater Manual"). Stormwater management measures shall be designed, constructed and maintained in accordance with the standards and specifications as set forth in the Stormwater Manual.

~~B. Amendments to SWMMWW. Volume 1, Chapter 2 of the SWMMWW, titled "Minimum Requirements for New Development and Redevelopment" is not adopted. Appendix 1 of the NPDES Phase II Municipal Stormwater Permit, titled "Minimum Technical Requirements for New Development and Redevelopment" is hereby adopted by reference, replacing Volume 1, Chapter 2 of the SWMMWW. Any conflict between Appendix 1 of the NPDES~~

~~permit and the remainder of the SWMMWW shall be resolved in favor of Appendix 1.~~

B~~C~~. All Development and Redevelopment within the City shall comply with the provisions of this chapter and the Stormwater Manual.

Section 2. Section 14.04.030 of the Black Diamond Municipal Code is hereby amended to read as follows:

14.04.030 Responsible City Official

The City Public Works Director (the "Director") shall have general charge of and supervision over the administration and enforcement of this chapter. The Director is authorized to adopt policies and procedures for the purposes of implementing the provisions of this chapter.

Section 2. Section 14.04.130 of the Black Diamond Municipal Code is hereby amended to read as follows:

14.04.130 Maintenance and source control.

A. For residential subdivisions, after the Director has released bonds for the project pursuant to Section 14.04.360, the maintenance duties shall be in accordance with the conditions and requirements of final plat approval, but the property owner's association shall have principal responsibility for the source control ~~for~~ practices of its members that may impact quality of runoff.

B. For all projects except residential subdivisions, the proponent or successors shall maintain stormwater drainage facilities in full compliance ~~and implement~~ with the requirements of the approved operation and maintenance manual.

C. The articles of the property owners' association shall include by reference the project's operation and maintenance manual.

D. A covenant stating the property owners' or property owners' association's specific responsibilities shall be included on the face of the plat and recorded against each lot in the subdivision.

Section 3. Section 14.04.170 of the Black Diamond Municipal Code is hereby amended to read as follows:

14.04.170 Review and acceptance.

A. The Director shall review all drainage-related submittals for compliance with the specific criteria set forth in this chapter. Incomplete submittals shall be returned to the proponent without being reviewed. An acceptance of a stormwater site plan or construction stormwater pollution prevention plan by the Director does not relieve the proponent or the project engineer from responsibility for ensuring that all facilities are safe and that calculations, plans, specifications, construction and drawings of record comply with applicable~~normal~~ engineering standards, this chapter and applicable federal, state and local laws and codes.

B. The city shall not issue any underlying permit (e.g., preliminary plat, building permit) until the Director has determined that all requirements of this chapter have been met. The implementation of the applicable Minimum Requirements shall be a condition of said permit.

Section 4. Section 14.04.330 of the Black Diamond Municipal Code is hereby amended to read as follows:

14.04.330 Director may modify minimum requirements.

A. This chapter presents minimum standards for achieving the city's goals. The Director has the authority to increase requirements to protect the public interest on the basis of reports pertaining to threatened water quality, erosion, habitat destruction, protection of uninterruptible services and endangerment to property.

B. Alternatives to standard plans, specifications and design details found in the Stormwater Manual may be accepted by the ~~administrator~~Director, if they meet or exceed the performance of the standards set forth herein.

C. Where requirements in this chapter are covered in any other law, ordinance, resolution, rule or regulation, the more restrictive of the two shall govern.

Section 5. Section 14.04.360 of the Black Diamond Municipal Code is hereby amended to read as follows:

14.04.360 Performance and maintenance bond required.

A. Performance bonding or other appropriate financial guarantees in the amount of 150% of the Director's estimate of the construction

costs, shall be required for all projects to ensure construction of drainage facilities in compliance with this chapter. In addition, a project applicant shall post a two-year financial guarantee of the satisfactory performance and maintenance of any drainage facilities that are scheduled to be assumed by the City for operation and maintenance.

Upon completion and before acceptance of the stormwater facilities the developer shall provide the City with a 2 year maintenance bond or an assignment of funds for 15% of the construction cost of the stormwater facility. At the end of the two-year period, the Director may use any portion of the bond (or funds in an escrow account) to correct facilities constructed with design flaws, restore facilities that have been damaged during the two-year period, or perform maintenance necessary to the operation of facilities. If in the judgment of the Director~~administrator~~, no such corrective work is necessary, the Director will release the bond (or funds in an escrow account).

B. The Director may approve combining this bond with other bonds associated with the project into a single bond; provided, that at no time shall the amount of the bond be less than the amount which would have been required by separate bonds; and provided, that such a bond on its face shall identify those separate bonds that it is intended to replace; and provided, that the portion of the bond for storm drainage and erosion control facilities may be released at a different time than the portions bonding other facilities.

Section 6. Section 14.04.410 of the Black Diamond Municipal Code is hereby amended to read as follows:

14.04.410 Fees.

A. The city's fee for review of storm drainage and erosion control plans and facilities and on-site inspection of facilities during construction shall be based on the actual amount of time expended at an hourly rate as identified in the City's fee schedule~~not to exceed seventy-five dollars per hour~~. If such fees are not paid when due, the Director~~administrator~~ may revoke or refuse to grant the underlying permit or approval. If as a result of such action work is not completed, the Director may judge the incomplete work to constitute a drainage problem subject to sanctions described in Section 14.04.400. Additional fees may be assessed according to the City's fee schedule.

B. A connection fee will be charged to the proponent if the designed system will discharge from the site. Said fee shall be adopted by resolution and amended from time to time. Such fee will represent the estimated proportionate share of the proposed connection necessary to cover the cost of public capital stormwater facilities including but not limited to conveyance, treatment, detention/retention systems, and/or comprehensive planning, stream protection and rehabilitation, public education and outreach programs and other activities associated with construction of stormwater facilities or the avoidance of such construction, impacted by that parcel or parcels of property.

Section 7. Each and every provision of this Ordinance is~~shall be deemed~~ severable. If any provision of this Ordinance ~~should be deemed~~is found to be unconstitutional or otherwise unenforceable or contrary to law by a court of competent jurisdiction, that finding~~then it~~ shall not affect the validity of the remaining provisions, which shall remain in force and effect~~sections so long as the intent of the Ordinance can be fulfilled without the illegal section~~.

PASSED BY A MAJORITY OF THE CITY COUNCIL AT A MEETING HELD ON THE __ DAY OF ____, 2016.

CITY OF BLACK DIAMOND:

_____
Carol Benson, Mayor

Attest:

_____
Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

_____
David Linehan, City Attorney

Published: _____

Posted: _____

Effective Date: _____

ORDINANCE NO. 16-XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, ADOPTING NEW STORMWATER MANAGEMENT REGULATIONS AND AMENDING CHAPTER 14.04 OF THE BLACK DIAMOND MUNICIPAL CODE

WHEREAS, in 2009, the Black Diamond City Council adopted the Washington State Department of Ecology's 2005 Stormwater Management Manual for Western Washington ("2005 SWMMWW") as the stormwater standards for the City of Black Diamond; and

WHEREAS, The Department of Ecology's current stormwater manual is the 2012 Stormwater Management Manual for Western Washington, as amended in December 2014 ("2014 SWMMWW"), which incorporates current best management practices and best available science; and

WHEREAS, Black Diamond is a National Pollution Discharge Elimination System (NPDES) Phase II community, and as such is required to adopt stormwater standards equivalent or more stringent than the 2014 SWMMWW by December 31, 2016; and

WHEREAS, there is a need to update the language in this chapter to make the staff references consistent with staff titles and to make the charges consistent with the City adopted fee schedule;

WHEREAS, the Council held a public hearing on this ordinance on October 6, 2016; and

WHEREAS, the Council makes the following findings:

1. Urban development can cause changes in patterns of stormwater flow from land into receiving waters if not reasonably assessed and addressed. Increased surface runoff flows can cause stream channel changes that destroy habitat for fish if reasonable detention and retention is not applied. Water quality can be harmed when runoff carries pollutants such as eroded soil, oil, metals or pesticides into streams, wetlands, lakes, and marine waters or into ground water if proper treatment of stormwater is not applied. Proper management of stormwater runoff helps to reduce these significant pollution problems to preserve and protect waterways for people and fish.

2. Adoption of the 2014 SWMMWW is recommended in order to promote the public health, safety and welfare by providing for the comprehensive management of surface water and stormwater, erosion control, and flooding.

3. This ordinance keeps the City in compliance with the best available science in stormwater management in order to minimize water quality degradation; prevent flood damage, siltation and habitat destruction in the City's creeks, streams and other water bodies; protect property owners adjacent to developing land from increased runoff rates which could cause stream erosion and damage to public and private property; promote sound development and redevelopment policies which respect and preserve the City's watercourses and aquatic habitat; promote and prioritize low impact development strategies that reduces impervious surface and stormwater runoff; ensure the safety of City roads and rights-of-way; and promote ground water recharge through the implementation of comprehensive and thorough permit review, construction inspection, enforcement, and maintenance programs that facilitate the effectiveness of the requirements contained in this chapter.

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

Section 1. Section 14.04.020 of the Black Diamond Municipal Code is hereby amended to read as follows:

14.04.020 Adoption of Manual--Applicability.

A. Stormwater Management Manual Adopted. The 2012 Edition of the Department of Ecology's Stormwater Management Manual for Western Washington ("SWMMWW"), as amended in December 2014, is hereby adopted by reference (the "Stormwater Manual"). Stormwater management measures shall be designed, constructed and maintained in accordance with the standards and specifications as set forth in the Stormwater Manual.

B. All Development and Redevelopment within the City shall comply with the provisions of this chapter and the Stormwater Manual.

Section 2. Section 14.04.130 of the Black Diamond Municipal Code is hereby amended to read as follows:

14.04.130 Maintenance and source control.

A. For residential subdivisions, after the Director has released bonds for the project pursuant to Section 14.04.360, the maintenance duties shall be in accordance with the conditions and requirements of final plat approval, but the property owner's association shall have principal responsibility for the source control practices of its members that may impact quality of runoff.

B. For all projects except residential subdivisions, the proponent or successors shall maintain stormwater drainage facilities in full compliance

with the requirements of the approved operation and maintenance manual.

C. The articles of the property owners' association shall include by reference the project's operation and maintenance manual.

D. A covenant stating the property owners' or property owners' association's specific responsibilities shall be included on the face of the plat and recorded against each lot in the subdivision.

Section 3. Section 14.04.170 of the Black Diamond Municipal Code is hereby amended to read as follows:

14.04.170 Review and acceptance.

A. The Director shall review all drainage-related submittals for compliance with the specific criteria set forth in this chapter. Incomplete submittals shall be returned to the proponent without being reviewed. An acceptance of a stormwater site plan or construction stormwater pollution prevention plan by the Director does not relieve the proponent or the project engineer of responsibility for ensuring that all facilities are safe and that calculations, plans, specifications, construction and drawings of record comply with applicable engineering standards, this chapter and applicable federal, state and local laws and codes.

B. The city shall not issue any underlying permit (e.g., preliminary plat, building permit) until the Director has determined that all requirements of this chapter have been met. The implementation of the applicable Minimum Requirements shall be a condition of said permit.

Section 4. Section 14.04.330 of the Black Diamond Municipal Code is hereby amended to read as follows:

14.04.330 Director may modify minimum requirements.

A. This chapter presents minimum standards for achieving the city's goals. The Director has the authority to increase requirements to protect the public interest on the basis of reports pertaining to threatened water quality, erosion, habitat destruction, protection of uninterruptible services and endangerment to property.

B. Alternatives to standard plans, specifications and design details found in the Stormwater Manual may be accepted by the Director, if they meet or exceed the performance of the standards set forth herein.

C. Where requirements in this chapter are covered in any other law, ordinance, resolution, rule or regulation, the more restrictive of the two shall govern.

Section 5. Section 14.04.360 of the Black Diamond Municipal Code is hereby amended to read as follows:

14.04.360 Performance and maintenance bond required.

A. Performance bonding or other appropriate financial guarantees in the amount of 150% of the Director's estimate of the construction costs, shall be required for all projects to ensure construction of drainage facilities in compliance with this chapter. In addition, a project applicant shall post a two-year financial guarantee of the satisfactory performance and maintenance of any drainage facilities that are scheduled to be assumed by the City for operation and maintenance.
Upon completion and before acceptance of the stormwater facilities the developer shall provide the City with a 2 year maintenance bond or an assignment of funds for 15% of the construction cost of the stormwater facility. At the end of the two-year period, the Director may use any portion of the bond (or funds in an escrow account) to correct facilities constructed with design flaws, restore facilities that have been damaged during the two-year period, or perform maintenance necessary to the operation of facilities. If in the judgment of the Director, no such corrective work is necessary, the Director will release the bond (or funds in an escrow account).

B. The Director may approve combining this bond with other bonds associated with the project into a single bond; provided, that at no time shall the amount of the bond be less than the amount which would have been required by separate bonds; and provided, that such a bond on its face shall identify those separate bonds that it is intended to replace; and provided, that the portion of the bond for storm drainage and erosion control facilities may be released at a different time than the portions bonding other facilities.

Section 6. Section 14.04.410 of the Black Diamond Municipal Code is hereby amended to read as follows:

14.04.410 Fees.

A. The city's fee for review of storm drainage and erosion control plans and facilities and on-site inspection of facilities during construction shall be based on the actual amount of time expended at an hourly rate as identified in the City's fee schedule. If such fees are not paid when due, the Director may revoke or refuse to grant the underlying permit or approval. If as a result of such action work is not completed, the Director may judge the incomplete work to constitute a drainage problem subject to sanctions described in Section 14.04.400. Additional fees may be assessed according to the City's fee schedule.

B. A connection fee will be charged to the proponent if the designed system will discharge from the site. Said fee shall be adopted by resolution and amended from time to time. Such fee will represent the estimated proportionate share of the proposed connection necessary to cover the cost of public capital stormwater facilities including but not limited to conveyance, treatment, detention/retention systems, and/or comprehensive planning, stream protection and rehabilitation, public education and outreach programs and other activities associated with construction of stormwater facilities or the avoidance of such construction, impacted by that parcel or parcels of property.

Section 7. Each and every provision of this Ordinance is severable. If any provision of this Ordinance is found to be unconstitutional or otherwise unenforceable or contrary to law by a court of competent jurisdiction, that finding shall not affect the validity of the remaining provisions, which shall remain in force and effect.

PASSED BY A MAJORITY OF THE CITY COUNCIL AT A MEETING HELD ON THE __ DAY OF _____, 2016.

CITY OF BLACK DIAMOND:

_____
Carol Benson, Mayor

Attest:

_____
Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

_____
David Linehan, City Attorney

Published: _____

Posted: _____

Effective Date: _____

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:	Agenda Date: December 15, 2016	AB16-085
Resolution adopting the 2017 Stormwater Management Program (SWMP) Plan	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Andy Williamson	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): $0	Police – Chief Kiblinger	
Fund Source: --	Public Works – Seth Boettcher	X
Timeline: Jan. 1, 2017 – Dec. 31, 2017	Court – Stephanie Metcalf	

Agenda Placement: ☒ Mayor ☒ Two Councilmembers ☐ Committee Chair ☐ City Administrator

Attachments: Draft 2017 Stormwater Management Program Plan

SUMMARY STATEMENT:

Councilmembers Deady and Edelman have placed this item on the agenda.

The City is required by the Department of Ecology to update its Stormwater Management Program (SWMP) Plan. This SWMP Plan shows how the City is currently meeting the Department of Ecology's requirements in the National Pollutant Discharge Elimination System (NPDES) Permit as well as shows future requirements of this Permit. The SWMP Plan is updated annually.

A public hearing was held on to gather input for this SWMP Plan from the community, which is a requirement of the NPDES Permit.

FISCAL NOTE (Finance Department): This is an update to a plan. Future costs are unknown at this time.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 16-XXXX (Clerk to assign number after adoption) adopting the Stormwater Management Program (SWMP) Plan for 2017 update.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
October 20, 2016	Public Hearing kept open until Nov 3	
November 3, 2016	Referred to Committee	
December 15, 2016		

RESOLUTION NO. 16-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON ADOPTING THE STORMWATER MANAGEMENT PROGRAM (SWMP) PLAN 2017 UPDATE

WHEREAS, City staff prepared the Stormwater Management Program (SWMP) Plan update for 2017; and

WHEREAS, the City is required to update the SWMP Plan annually by the Western Washington Phase II National Pollutant Discharge Elimination System (NPDES) Permit issued by the State of Washington Department of Ecology; and

WHEREAS, the purpose of the SWMP Plan is to detail actions that the city is currently taking and will need to take to maintain compliance with the conditions of the NPDES Permit, and to reduce the discharge of pollutants from the City's municipal separate storm sewer system to the maximum extent practicable; and

WHEREAS, the City Council held a public hearing on October 20, 2016 and continued to November 3, 2016 to take public comment on the SWMP Plan;

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

Section 1. The City Council hereby adopts the Stormwater Management Program Plan 2017 update.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 15TH DAY OF DECEMBER, 2016.

CITY OF BLACK DIAMOND:

_____

Carol Benson, Mayor

Attest:

_____

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND

STORMWATER MANAGEMENT PROGRAM PLAN (SWMP PLAN)

2017~~6~~ UPDATE

PREPARED BY
Public Works Department
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LIST OF ACRONYMS AND ABBREVIATIONS

AKART	All Known and Reasonable Treatment
BMP	Best Management Practices
CESCL	Certified Erosion and Sediment Control Lead
DOE	Department of Ecology
GROSS	Grants of Regional or Statewide Significance
IDDE	Illicit Discharge Detection and Elimination
LID	Low Impact Development
MPD	Master Planned Development
MS4	Municipal Separate Storm Sewer System
NPDES	National Pollutant Discharge Elimination System
O&M	Operations and Maintenance
RSMP	Regional Stormwater Management Program
SIDIR	Source Identification Information Repository
SWMMWW	Stormwater Maintenance Manual for Western Washington
SWMP	Stormwater Management Program
SWPPP	Stormwater Pollution Prevention Plan
TMDL	Total Maximum Daily Load

THIS PLAN IS BASED ON THE REQUIREMENTS OUTLINED IN THE WESTERN WASHINGTON PHASE II MUNICIPAL STORMWATER PERMIT. MUCH OF THE LANGUAGE INCLUDED IN THIS DOCUMENT DESCRIBING PERMIT REQUIREMENTS HAS BEEN TAKEN DIRECTLY FROM THIS PERMIT AND HAS BEEN SUMMARIZED FOR EASE OF THE READER.

FOR COMPLETE REQUIREMENTS AND DETAILS, PLEASE REFER TO SECTION S5.C OF THE WESTERN WASHINGTON PHASE II MUNICIPAL STORMWATER PERMIT FROM THE DEPARTMENT OF ECOLOGY.

SECTION 1 – INTRODUCTION

1.1 INTRODUCTION

This document constitutes the City of Black Diamond's Stormwater Management Program (SWMP) Plan as required under Condition S5 of the Western Washington Phase II Municipal Stormwater Permit (the Permit). In addition to the City's permit, the SWMP includes the Total Maximum Daily Load (TMDL) requirements on Lake Sawyer as published in the TMDL document 09-10-053.

The purpose of the SWMP Plan is to detail actions that the City of Black Diamond has taken and will take to maintain compliance with conditions in the permit. This SWMP Plan will be an attachment to the *Annual Report Form for Cities, Towns, and Counties* which is required to be submitted to the Department of Ecology (DOE) by March 31 of each year.

The City's SWMP is intended to reduce the discharge of pollutants from the City's Municipal Separate Storm Sewer System (MS4) to the Maximum Extent Practicable, meet Washington State's All Known and Reasonable Treatment (AKART) requirements, and protect water quality. This goal is accomplished by the inclusion of all Permit SWMP components, minimum measures, and implementation schedules into the City's SWMP.

In compliance with Permit requirements, where the City is already implementing actions or activities called for in this document, the City will continue those actions or activities regardless of the schedule called for in this document. The City will adapt these actions or implement new activities as required by Permit deadlines and as City staff measures the effectiveness of current actions or activities.

The City ~~now~~ is active in all 6 areas of permit activity including:

- Monitoring the MS4 and reporting to DOE
- Public education and outreach
- Public involvement and participation
- Illicit Discharge Detection and Elimination
- Controlling runoff from new development, redevelopment and construction sites
- Municipal operations and maintenance (O&M)

SECTION 2 –MONITORING, REPORTING AND ASSESSMENT

2.1 PERMIT REQUIREMENTS AND DATES

Section S5.A, S8, and S9 of the Western Washington Phase II Municipal Stormwater Permit requires the City to develop, monitor, and report the City's SWMP. The SWMP shall be designed to reduce the discharge of pollutants from the City's MS4 to the maximum extent practicable and to protect water quality. The monitoring, reporting and assessment requirement helps keep the City on track with Best Management Practices (BMPs) to reduce the discharge of pollutants to stormwater. Specific dates are outlined below:

- Notify DOE in writing the City's decision whether or not to participate in the Regional Stormwater Management Program (RSMP) status and trends monitoring, at an annual cost of $1,023, by December 1, 2013. Participation in this monitoring meets City requirements for status and trends monitoring. Annual payments began August 15, 2014. (Completed December 2013)
- Notify DOE in writing the City's decision whether or not to participate in the RSMP effectiveness studies, at an annual cost of $1,705, by December 1, 2013. Participation in this study meets City requirements for effectiveness studies. Annual payments began August 15, 2014. (Completed December 2013)
- The City shall pay into a collective fund to implement the RSMP Source Identification Information Repository (SIDIR), at an annual cost of $158, which payments began August 15, 2014. (Completed August 2014)

2.2 CURRENT ACTIVITIES

The current city activities associated with Monitoring and reporting include:

- Submit the *Annual Report Form for Cities, Towns, and Counties* which is intended to summarize the City's compliance with the conditions of the Permit. The annual report shall be submitted by March 31 of each calendar year covering the previous calendar year.
- Prepare written documentation of the SWMP and update at least annually for submittal with the City's annual reports to DOE.
- Include with the annual report, notification of any annexations, incorporations, or jurisdictional boundary changes resulting in an increase or decrease in the City's geographic area of permit coverage during the reporting period.
- Track the number of inspections, official enforcement actions and types of public education activities for inclusion in the City's annual reports to DOE.
- Provide a description of any stormwater monitoring or studies conducted by the City during the reporting period for inclusion in the City's annual reports to

DOE. The City is not required to report on monitoring or studies conducted by the Regional Stormwater Monitoring Program (RSMP).

- Track the cost or estimated cost of development and implementation of the SWMP.
- Coordinate, as necessary, with other entities covered under a municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit to encourage coordinated stormwater-related policies, programs and projects within adjoining or shared areas.
- Rain garden monitoring.
- The Development Agreement for the major Master Planned Developments requires extensive water quality monitoring by the developer before, during and after construction; including a yearly review by the Water Quality Review Committee.
- The City is participating in the RSMP, the RSMP effectiveness studies, and the SIDIR.

2.3 PLANNED ACTIVITIES

The City will continue with the current monitoring and reporting activities in 2017~~6~~.

SECTION 3 –PUBLIC EDUCATION AND OUTREACH

3.1 PERMIT REQUIREMENTS AND DATES

Section S5.C.1 of the Western Washington Phase II Municipal Stormwater Permit requires the City to include an education program designed to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts. No later than February 2, 2016, the City shall measure the understanding and adoption of targeted behaviors for at least one target audience (either the General Public and Businesses; or Engineers, Contractors, Developers and Land Use Planners – completed January 26, 2016).

3.2 CURRENT ACTIVITIES

The City has educated the public through stormwater articles in the city newsletter, posting educational materials on the City website, handing out materials at City sponsored events, workshops to train City staff and elected officials, and meeting with businesses and owners of private stormwater systems. The current City activities associated with Public Education and Outreach include:

- Educating the public about the need of the stormwater utility and the collaborative effort needed from everyone in the City to improve stormwater quality within the City.
- Training, on an as-needed basis, for City employees regarding illicit discharges.
- Meeting, as-needed, with businesses and the general public about the hazards associated with illicit discharges and improper disposal of waste.
- Distribute illicit discharge information to target audiences through individual meetings.
- Continue to track and maintain records of public education and outreach activities.
- The City is utilizing feedback received from the education survey to determine how to educate the public regarding stormwater.
- ~~Distribute spill kits to businesses and instruct businesses how to use them.~~

3.3 PLANNED ACTIVITIES

The City has the following goals for continued Permit compliance in public education and outreach:

- City staff will ~~receive~~ utilize feedback received from survey results~~the residents, business owners, and property owners~~ on education efforts and will continue to evaluate the understanding of target behaviors. ~~via a stormwater~~

~~knowledge survey. The targeted behaviors and BMPs shall measure the understanding in at least one of the following:~~

- ~~Yard care techniques protective of water quality.~~
- ~~Use and storage of pesticides and fertilizers and other household chemicals.~~
- ~~Carpet cleaning and auto repair and maintenance.~~
- ~~Vehicle, equipment and home/building maintenance.~~
- ~~Pet waste management and disposal.~~
- ~~LID principles and LID BMPs.~~
- ~~Stormwater facility maintenance.~~
- ~~Dumpster and trash compactor maintenance.~~
- Summarize the public education activities in the annual report.
- Educate the general public and businesses on:
    - General impacts of stormwater on surface waters.
    - Impacts from impervious surfaces.
    - Impacts of illicit discharges and how to report them.
    - Low Impact Development (LID) principles and LID BMPs.
    - Opportunities to become involved in stewardship activities.
    - The City will provide education on the City's website and articles in the City newsletter as staff time and opportunity allows.
- Encourage behavior change from the general public and businesses providing education on the City's website and articles in the City newsletter to address any or all BMPs as outlined below:
    - Use of storage of automotive chemicals, hazardous cleaning supplies, carwash soaps and other hazardous materials.
    - Equipment maintenance.
    - Prevention of illicit discharges.
    - Yard care techniques protective of water quality.
    - Use and storage of pesticides and fertilizers and other household chemicals.
    - Carpet cleaning and auto repair and maintenance.
    - Vehicle, equipment and home/building maintenance.
    - Pet waste management and disposal.
    - LID principles and LID BMPs.
    - Stormwater facility maintenance.
    - Dumpster and trash compactor maintenance.

SECTION 4 – PUBLIC INVOLVEMENT AND PARTICIPATION

4.1 PERMIT REQUIREMENTS AND DATES

Section S5.C.2 of the Western Washington Phase II Municipal Stormwater Permit requires the City to provide ongoing opportunities for public involvement. The City will comply with applicable state and local public notice requirements in developing elements of the SWMP. The annual report and updated SWMP Plan are required to be published on the City's website by May 31 of each year.

4.2 CURRENT ACTIVITIES

The current compliance activities associated with public involvement and participation include:

- The City has posted the SWMP Plan and annual report on the City website (click on "Public Works", then "Stormwater").
- Provide opportunities for public involvement in the review of the stormwater comprehensive plan updates, SWMP Plan updates, changes to the stormwater utility charges, or other stormwater codes or similar environmental policies at the early consideration stages at the Public Works Committee level.
- Provide opportunities for public involvement and comment in the consideration of the SWMP Plan by holding a public hearing prior to adoption.
- Review the SWMP Plan with the Public Works Committee and receive public comments in a public hearing prior to adoption.
- Make the SWMP Plan, the annual report, and all other submittals required by the Phase II Permit, available to the public.
- Post the updated SWMP Plan and the annual report on the City's website.

4.3 PLANNED ACTIVITIES

The City will continue with the public involvement and participation activities each year for the SWMP Plan and will continue to make the annual report available for public review by posting it on the City website.

SECTION 5 – ILLICIT DISCHARGE DETECTION AND ELIMINATION

5.1 PERMIT REQUIREMENTS AND DATES

Section S5.C.3 of the Western Washington Phase II Municipal Stormwater Permit requires the City to maintain an ongoing program designed to prevent, detect, characterize, trace and eliminate illicit connections and illicit discharges into the MS4. Specific program components are outlined below:

- Maintain a MS4 map that shall be periodically updated and shall include following information:
  - Known MS4 outfalls.
  - Receiving waters, other than ground water.
  - Stormwater treatment and flow control BMPs/facilities owned or operated by the City.
  - Tributary conveyances to all known outfalls with a 24-inch nominal diameter or larger, or an equivalent cross-sectional area for non-pipe systems, mapping the following attributes:
    - Tributary conveyance type, material, and size where known.
    - Associated drainage areas.
    - Land use.
  - All connections to the MS4 authorized or allowed by the Permittee after February 16, 2007.
  - Geographic areas served by the MS4 that do not discharge stormwater to surface waters.
  - Upon request, make all maps available electronically to the DOE.
  - Upon request, and to the extent appropriate, provide mapping information available to federally-recognized Indian Tribes, municipalities, and other permittees at a reasonable cost.
- Implement an ordinance or other regulatory mechanism to effectively prohibit non-stormwater, illicit discharges into the City's MS4 to the maximum extent allowable under state and federal law by February 2, 2018. The ordinance or regulatory mechanism shall address:
  - Allowable discharges (as outlined in S5.C.3.b.i of the NPDES Permit).
  - Conditionally allowable discharges (as outlined in S5.C.3.b.ii of the NPDES Permit).
  - Further address any category of allowable or conditionally allowable discharges if the discharges are identified as significant sources of pollutants to waters of the State.
  - Escalating enforcement procedures and actions for repeat offenders.
  - A compliance strategy that includes informal compliance actions such as public education and technical assistance as well as the enforcement provisions of the ordinance or other regulatory mechanism. To implement

an effective compliance strategy, the ordinance or other regulatory mechanism may need to include the application of operational and/or structural source control BMPs for pollutant generating sources associated with existing land uses and activities where necessary to prevent illicit discharges and the maintenance of stormwater facilities which discharge into the MS4 in accordance with maintenance standards outlined in the NPDES Permit where necessary to prevent illicit discharges.

- Implement an ongoing program designed to detect and identify non-stormwater discharges and illicit connections into the City's MS4. The program shall include:
  - Procedures for conducting investigations, including field screening and methods for identifying potential sources implementing a field screening methodology appropriate to the characteristics of the MS4 and water quality concerns. Screening for illicit connections may be conducted using: *Illicit Discharge Detection and Elimination: A Guidance Manual for Program Development and Technical Assessments,* Center for Watershed Protection, October 2004, or another methodology of comparable or improved effectiveness. The City shall document the field screening methodology in the relevant annual report. Field screening for at least 40% of the MS4 shall be complete no later than December 31, 2017 and average 12% each year thereafter.
  - A publicly listed and publicized hotline or telephone number for public reporting of spills and other illicit discharges. Upon discussions with first responders, it was determined that the public should call 911 to report a spill or other illicit discharge. Responding fire and/or police will contact Public Works for assistance and reporting. Public Works can still be contacted for non-emergencies (360-886-5700 during business hours; 253-569-0525 after hours).
  - An ongoing training program on the identification of an illicit discharge and/or connection, and on the proper procedures for reporting and responding to the illicit discharge and/or connection, for all municipal field staff, who, as part of their normal job responsibilities, might come into contact with or otherwise observe an illicit discharge and/or illicit connection to the MS4. Follow-up training shall be provided as needed. City shall document and maintain records of the trainings provided and the staff trained.
  - Informing public employees, businesses, and the general public of hazards associated with illicit discharges and improper disposal of waste.
- Implement an ongoing program designed to address illicit discharges, including spills and illicit connections, into the MS4. The program shall include:
  - Procedures for characterizing the nature of, and potential public or environmental threat posed by, any illicit discharges found or reported to the City. Procedures shall address the evaluation of whether the discharge must be immediately contained and steps to be taken for the containment of the discharge.

- Procedures for tracing the source of an illicit discharge; including visual inspections, and when necessary, opening manholes, using mobile cameras, collecting and analyzing water samples, and/or other detailed inspection procedures.
- Procedures for eliminating the discharge; including notification of appropriate authorities; notification of the property owner; technical assistance; follow-up inspections; and implementation and use of the compliance strategy mentioned above, including escalating enforcement and legal actions if the discharge is not eliminated.
- The City must meet the following timelines and be responsible for the following actions:
  - Immediately respond to all illicit discharges, including spills, which are determined to constitute a threat to human health, welfare, or the environment by taking appropriate action to correct or minimize the threat to human health, welfare, and/or the environment; notifying DOE and other appropriate spill response authorities within 24 hours of learning about the illicit discharge or spill; and immediately report spills or discharges of oils or hazardous substances to DOE and the Washington Emergency Management Division.
  - Investigate (or refer to the appropriate agency with the authority to act) within 7 days any complaints, reports, or monitoring information that indicates a potential illicit discharge.
  - Initiate an investigation within 21 days of any report or discovery of a suspected illicit connection to determine the source of the connection, the nature and volume of discharge through the connection, and the party responsible for the connection.
  - Upon confirmation of an illicit connection, use the compliance strategy in a documented effort to eliminate the illicit connection within 6 months. All known illicit connections to the MS4 shall be eliminated.

5.2 CURRENT ACTIVITIES

The City currently implements activities and programs that meet Permit requirements. The current compliance activities associated with the above Permit requirements include:

- Through Ordinance 09-917, city staff has the ability to intervene and stop illicit discharges, to get involved to educate those that pollute unknowingly and follow up with additional enforcement actions ~~if~~not complying with corrective actions~~iance is not afforded~~.
- City staff responsible for identification, investigation, termination, cleanup, and reporting of illicit discharges, including spills and illicit connections, shall be trained to conduct these activities. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements or staffing. The training provided and staff trained shall be documented. Four

Public Works staff members received Illicit Discharge Detection and Elimination (IDDE) training on May 9, 2013.

- Continue to respond to reported illicit discharge reports and documenting the actions taken to eliminate them.
- Continue to follow up on hotline illicit discharge tips.
- Update, as needed, the MS4 maps, highlighting those areas that have higher probability of illicit discharges or connections to the MS4.
- Continue with the primary focus of the City's IDDE program, which involves individual meetings with business owners and those responsible for private stormwater system maintenance.
- Implement the City IDDE program to detect and stop illicit discharges to the City's MS4 by:
    - Characterizing the nature of illicit discharges
    - Tracing the source
    - Removing the source
    - Educating those responsible
    - Enforcing the City's code to stop illicit discharges

5.3 PLANNED ACTIVITIES

The City will review Ordinance 09-917 to make sure it captures new Permit requirements in regards to illicit discharges.

The City will field screen a minimum of 40% of the City's outfalls for illicit connections prior to December 31, 2017 with a screening of 12% each year after (all outfalls screened prior to December 31, 2022).

SECTION 6 – CONTROLLING RUNOFF FROM NEW DEVELOPMENT, REDEVELOPMENT AND CONSTRUCTION SITES

6.1 PERMIT REQUIREMENTS AND DATES

Section S5.C.4 of the Western Washington Phase II Municipal Stormwater Permit requires the City to implement and enforce a program to reduce pollutants in stormwater runoff to the City's MS4 from new development, redevelopment and construction site activities. Specific program components are outlined below.

- The City will continue with a program to reduce pollutants in stormwater runoff from new development, redevelopment and construction site activities. This program shall be applied to all sites as determined by Section 3 of Appendix 1 of the Permit. The program shall apply to private and public development, including new roads (as determined in Section 3.4 of Appendix 1 of the Permit).
- The City of Black Diamond has adopted the DOE 2005 Stormwater Maintenance Manual for Western Washington (SWMMWW) to address runoff from new development, redevelopment, and construction site projects in conformance with Permit requirements. In order to comply with new requirements regarding site planning requirements; BMP selection criteria; BMP design criteria; BMP infeasibility criteria; LID competing needs criteria; and BMP limitations, the City should adopt the DOE 2012 SWMMWW as amended in 2014 (the 2014 SWMMWW). Adoption and implementation of the DOE 2014~~2~~ SWMMWW will meet the requirements of the Permit. The mechanism to meet these requirements shall be in place by December 31, 2016.
- The City shall have the legal authority in place by December 31, 2016, through the approval process for new development and redevelopment, to inspect and enforce maintenance standards for private stormwater facilities that discharge to the City's MS4.
- Before December 31, 2016, the City shall review, revise and make effective local development-related codes, rules, standards, or other enforceable documents to incorporate and require LID principles and LID BMPs as DOE has determined LID as the preferred and commonly-used approach to site development. The revisions are designed to minimize impervious surfaces, native vegetation loss, and stormwater runoff in all types of development situations.
- Include with the annual report, due March 31, 2017, a summary of a review and revision process in regards to requiring LID principles and LID BMPs, considering the range of issues outlined in the document, *Integrating LID into Local Codes: A Guidebook for Local Governments* published by the Puget Sound Partnership in 2012. The summary shall be organized as follows:

- Measures to minimize impervious surfaces;
- Measures to minimize loss of native vegetation; and
- Other measures to minimize stormwater runoff.

- Participate in watershed-scale stormwater planning (WRIA 9) led by King County. As needed and as appropriate, the City shall:
  - Provide existing water quality and flow records.
  - Provide existing and future land use and zoning maps to facilitate land cover projections.
  - Participate in the development of strategies to prevent future impacts and address existing impacts.
  - Provide monitoring locations.

6.2 CURRENT ACTIVITIES

The City code currently implements the majority of the activities and programs to meet Permit requirements. The current compliance activities associated with the above Permit requirements include:

- The City review and inspection staff ~~has reviewed and~~ will continue to review the DOE 2014~~2~~ SWMMWW.
- The City conducts construction and stormwater site inspections during the pre-construction and construction phases.
- The City has implemented a permitting process with plan review, inspection and enforcement capability for both private and public projects for compliance with the 2005 SWMMWW and the Master Planned Development (MPD) agreements. This program applies to all sites as determined by Section 3 of Appendix 1 of the Permit.
  - Adherence to the 2005 SWMMWW will be replaced upon adoption of the 2014 SWMMWW.
- The City reviews stormwater site plans for proposed development activities.
- The City inspects, prior to clearing and construction, all known development sites that have a high potential for sediment transport.
- The City inspects all known permitted development sites during construction to verify proper installation and maintenance of required erosion and sediment controls. The City will enforce as necessary based on the inspection.
- The City inspects all permitted development sites upon completion of construction and prior to final approval or occupancy to ensure proper installation of permanent stormwater controls such as stormwater facilities and structural BMPs. Also, the City will verify a maintenance plan is completed and responsibility for maintenance is assigned. Enforcements will be made, as necessary, based on the inspection.
- The City must perform at least 80% of scheduled inspections in order to achieve Permit compliance. Staff schedules all inspections through the City's PermitTrax software and records of inspections are maintained in PermitTrax

by inspectors. Routine inspections not set in PermitTrax will be tracked separately by Public Works maintenance staff.

- The City implements an enforcement strategy to respond to issues of non-compliance.
- The City implements a long-term O&M program for private post-construction stormwater facilities and BMPs.
- Annual inspections (reduced if the City provides records and/or statements to DOE justifying a reduced schedule for specific facilities) of all stormwater treatment BMPs/facilities that were permitted by the City, including those permitted since 2007.
- Inspections of all permanent stormwater treatment and flow control BMPs/facilities and catch basins in new residential developments every six months until 90% of the lots are constructed (or when construction is stopped and the site fully stabilized) to identify maintenance needs and enforce compliance with maintenance standards as needed.
- Enforceable mechanism in place that clearly identifies the party responsible for maintenance, requires inspection of facilities, and establishes enforcement procedures.
- The City ensures that all staff responsible for implementing the program to control stormwater runoff from new development, redevelopment, and construction sites, including permitting, plan review, construction site inspections, and enforcement, are trained to conduct these activities. The City has three Certified Erosion and Sediment Control Leads (CESCL) on staff and two Certified Stormwater Inspectors trained by the NPDES National Stormwater Center.
- Copies of the DOE's "Notice of Intent for Construction Activity" and "Notice of Intent for Industrial Activity" are available to representatives of proposed new development and redevelopment.
- Activities for the "Controlling Runoff from New Development, Redevelopment and Construction Sites" component of the annual report will be summarized annually, beginning in the annual report due March 31, 2015.
- In addition to the above requirements and with the TMDL for phosphorus on Lake Sawyer, City staff (and/or King County, and/or citizen volunteers) takes water quality samples at Lake Sawyer.
- The City has used the DOE 2005 SWMMWW and the Lake Sawyer TMDL in the Development Agreement for the major MPDs in Black Diamond.

6.3 PLANNED ACTIVITIES

The City has a program to help reduce stormwater runoff from new development and construction sites. City staff ~~has reviewed the changes from the DOE 2005 SWMMWW to the~~will implement the DOE 201~~4~~2 SWMMWW to ~~be ready to~~ maintain compliance ~~as Permit requirements have been modified~~. Actions that are recommended include:

- Update and implementing process codes, fees and standards as necessary and as identified needs arise.

- Determine staff training needs and develop training strategies as updates to Permit requirements are implemented by DOE.
- City shall review and adopt the DOE 2014~~2~~ SWMMWW or equivalent manual. Adoption and implementation of the DOE 2014~~2~~ SWMMWW will meet the requirements of the Permit. The mechanism to meet these requirements shall be in place by December 31, 2016 (public hearing scheduled for October 6, 2016).
- The City shall have the legal authority in place by December 31, 2016, through the approval process for new development and redevelopment, to inspect and enforce maintenance standards for private stormwater facilities that discharge to the City's MS4.
- Before December 31, 2016, the City shall review, revise and make effective local development-related codes, rules, standards, or other enforceable documents to incorporate and require LID principles and LID BMPs as DOE has determined LID as the preferred and commonly-used approach to site development. The revisions are designed to minimize impervious surfaces, native vegetation loss, and stormwater runoff in all types of development situations (in process, public hearing scheduled for November 3, 2016).

SECTION 7 –MUNICIPAL OPERATIONS AND MAINTENANCE

7.1 PERMIT REQUIREMENTS AND DATES

Section S5.C.5 of the Western Washington Phase II Municipal Stormwater Permit requires the City to implement an O&M program that includes a training component and has the ultimate goal of preventing or reducing pollutant runoff from municipal operations. Specific program components are outlined below.

- Establish maintenance standards that are as protective, or more protective, of facility function that those specified in Chapter 4 of Volume V of the DOE 2014~~2~~ SWMMWW by December 31, 2016. The purpose of the maintenance standard is to determine if maintenance is required and is not a measure of the facility's required condition at all times between inspections.
- Annual inspection of all municipally owned or operated permanent stormwater treatment and flow control facilities and taking appropriate maintenance actions. Inspection frequency may be reduced as outlined in Section S5.C.5.b of the Permit.
- Spot checks of potentially damaged permanent treatment and flow control facilities after major storm events (10 year storm).
- Inspection of all catch basins and inlets owned or operated by the City at least once before August 1, 2017 and once every two years thereafter. The City is developing an inspection and maintenance schedule for each catch basin and inlet as some catch basins will not need inspections as frequently and other catch basins will need to be inspected and maintained more frequently than required by the Permit to ensure functionality. Reduced inspections will be in accordance with Section S5.C.5.d.i of the Permit.
- Establish and implement policies and procedures to reduce pollutants in discharges from all lands owned or maintained by the City, including but not limited to: streets, parking lots, roads, highways, buildings, parks, open space, road right-of-way, maintenance yards, and stormwater treatment and flow control BMPs/facilities.
- Implement an on-going training program for City staff whose construction, operations or maintenance job functions may impact stormwater quality.
- Continue to implement a Stormwater Pollution Prevention Plan (SWPPP) for all heavy equipment maintenance or storage yards, and material storage facilities owned or operated by the City.
- Keep records of inspections and maintenance or repair activities.

7.2 CURRENT ACTIVITIES

The City currently has activities and programs that meet ~~some of the~~ Permit requirements. The current compliance activities associated with the above Permit requirements include:

- The City has a program for catch basin inspections with the most recent inspections occurring in 2015.
- The City has completed a site assessment of City facilities, including the fire station, the police station, the public works facility, and the water reservoir and pump station.
- The City inspects City owned stormwater treatment facilities ~~and continues to adapt the inspection criteria as identified in the DOE 2005 SWMMWW. The City~~ and will adapt inspections and inspection criteria as identified in the DOE 2014~~2~~ SWMMWW.
- The City has trained employees whose construction, operations or maintenance job functions may impact stormwater quality in the implementation of BMPs that will reduce or eliminate pollution from entering the MS4 from City facilities or operations.
- The City has established maintenance standards that are as protective as those specified in the 2014~~05~~ SWMMWW.
    - ~~Before December 31, 2016, the City will need to establish maintenance standards that are as protective as those specified in the 2012 SWMMWW. The purpose of the maintenance standard is to determine if maintenance is required. The maintenance standard is not a measure of the facility's required condition at all times between inspections. Exceeding the maintenance standard between the period of inspections is not a permit violation.~~(in process)
- The City performs maintenance within required timeframes when an inspection identifies an exceedance of the maintenance standard. For each exceedance of the required timeframe, the City will document the circumstances and how they were beyond the City's control.
- The City annually inspects all municipally owned or operated permanent stormwater treatment and flow control facilities and maintains facilities according to the adopted maintenance standards.
- The City performs maintenance on City ponds and BMPs within required timeframes when an inspection identifies a maintenance standard has been exceeded. For each violation of the required timeframe, the City documents the circumstances and how they were beyond their control, and submits documentation to DOE.
- After major storm events (classified as a 10-year storm), the City conducts spot checks of potentially damaged stormwater facilities.
- The City implements practices to reduce stormwater impacts associated with runoff from streets, parking lots, roads or highways owned or maintained by the City, and road maintenance activities conducted by the City.
- Procedures are in place to reduce pollutants in discharges from all lands owned or maintained by the City and subject to this Permit, including but not limited to: parks, open space, road right-of-way, maintenance yards, and stormwater treatment and flow control facilities. Procedures include:
    - Proper application of fertilizer, pesticides, and herbicides

    - Sediment and erosion control (the City has three CESCLs on staff)
    - Proper landscape maintenance and vegetation disposal
    - Proper trash management
    - Proper maintenance and cleaning of City buildings
- City employees, whose construction, operations or maintenance job functions may impact stormwater quality, receive training on an as-needed basis.
- SWPPPs are in place for all heavy equipment maintenance or storage yards, and material storage facilities owned or operated by the City in areas subject to this Permit that are not required to have coverage under the Industrial Stormwater General Permit. The latest update to the SWPPP for the Public Works Maintenance Facility was completed in October, 2015~~3~~.
- Tracking and documentation methods, along with procedures associated with inspection, maintenance or repair activities, are being utilized by City staff.
- The washing of City vehicles and large equipment is performed at the City's equipment washing facility at the City's maintenance site. Staff using the facility is trained prior to use in accordance with standard operating procedures for the facility.

7.3 PLANNED ACTIVITIES

The City will continue with current activities to prevent pollution from municipal maintenance operations. ~~The City is also working on completing the development of site and handling procedures for storage, processing, and reusing street and storm waste with assistance from the King County Solid Waste Treatment Division, which is not a requirement of the Permit. Decant water will be disposed of in accordance with Appendix 6 of the Permit.~~

- The City tries to sweep arterial and collector streets at least twice per year as budgets and schedules allow.
- Street waste is disposed of according to BMPs.
    - ~~The 2012 SWMMWW does give guidance in the handling of street sweepings.~~ The City will use ~~this~~ guidance from the 2014 SWMMWW to determine how to handle stockpiled sweepings.
    - Clean soil and compost materials will be mixed and reused in the City, where needed, and in accordance with BMPs.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:

Resolution authorizing the Mayor to execute a professional services agreement with RH2 Engineering, Inc. to serve as the Civil Engineering Consultant to the Water and Sewer utilities.

Cost Impact (see also Fiscal Note): $60,000

Fund Source: Water/Sewer

Timeline: 2 years

Agenda Date: December 15, 2016 **AB16-086**

Mayor Carol Benson	
City Administrator	
City Attorney David Linehan	
City Clerk – Brenda L. Martinez	
Com Dev/Nat Res – Andy Williamson	
Finance – May Miller	
MDRT/Ec Dev – Andy Williamson	
Police – Chief Kiblinger	
Public Works – Seth Boettcher	X
Court – Stephanie Metcalf	

Agenda Placement: ☒ Mayor ☒ Two Councilmembers ☐ Committee Chair ☐ City Administrator

Attachments: Resolution No. 16-xxx; Contract

SUMMARY STATEMENT:

Councilmembers Deady and Edelman have placed this item on the agenda.

The City is in need of on-going water and sewer engineering services. The City hired RH2 two years ago and would like to extend that agreement with this new agreement.

The City has been using RH2 for on-call tasks and has received responsive, technically sound engineering with accurate and clear billing. Staff is recommending this two year agreement with RH2 because of their very good service and their familiarity with the City's water and sewer systems.

Tasks under this agreement will be executed via an on-call task request according to adopted purchasing policies. The staff will use this contract for initial study and investigation work for capital project development, operation and maintenance troubleshooting and assistance, and for serving development needs and plan review (reimbursable).

FISCAL NOTE (Finance Department): Task orders over $7,500 will require Council approval if not covered by approved budgets; task orders over $15,000 will require Council approval. Many expenses will be reimbursable by developers.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution 16-xxx *(Clerk to assign number after adoption)* authorizing the Mayor to execute a professional services agreement with RH2 Engineering, Inc. to serve as the Civil Engineering Consultant for the Water and Sewer utilities.**

RECORD OF COUNCIL ACTION		
Meeting Date	***Action***	***Vote***
October 6, 2016	Removed from agenda.	3-2 (Edelman, Deady)
November 3, 2016	Referred to committee.	3-2 (Edelman, Deady)
December 15, 2016		

RESOLUTION NO. 16-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH RH2 ENGINEERING, INC. TO SERVE AS THE CIVIL ENGINEERING CONSULTANT TO THE WATER AND SEWER UTILITIES

WHEREAS, the City does not have sufficient staff resources to provide civil engineering services to meet the needs of the water and sewer utilities; and

WHEREAS, on September 18, 2014, RH2 Engineering, Inc. and the City entered into a contract for ongoing services described in the contract; and

WHEREAS, the City would like to continue the services with RH2 Engineering, Inc.;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement with RH2 Engineering, Inc. to serve as the Civil Engineering Consultant to the Water and Sewer utilities.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 15TH DAY OF DECEMBER, 2016.

CITY OF BLACK DIAMOND:

_____
Carol Benson, Mayor

Attest:

_____
Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT FOR CIVIL ENGINEERING SERVICES

THIS Agreement is made effective as of the _____ day of _____, 2016, by and between the City of Black Diamond, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF BLACK DIAMOND, WASHINGTON (hereinafter the **"CITY"**)
24301 Roberts Drive
Black Diamond, WA 98010
Contact: Seth Boettcher Phone: 360-886-5700 Fax: 360-886-2592

and RH2 ENGINEERING, INC., a corporation organized under the laws of the State of Washington, doing business at:

RH2 ENGINEERING, INC. (hereinafter the **"CONSULTANT"**)
22722 29th Drive SE, Suite 210
Bothell, WA 98021

Contact: Geoff Dillard Phone: 425-951-5322 Fax: 425-951-5401

for professional services in connection with the following Project:

City of Black Diamond Public Works Civil Engineering (Water, Sewer)

WHEREAS, the City has previously contracted with Consultant to provide the City with the same or substantially similar services for the Public Works Department, and the City desires to continue working with Consultant on Public Works matters related to civil engineering for the water and sewer utilities under the terms and conditions set forth herein; and

WHEREAS, the Consultant has agreed to provide the services described in Exhibit A (Scope of Work) under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS AND CONDITIONS

1. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

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

2. Schedule of Work.

A. The City will issue an on-call task request, in the form attached as Exhibit "B," for each project task for which the City requires Consultant services. No work shall be commenced by Consultant under this Agreement except pursuant to such an on-call task request issued by the City. Consultant shall perform the services described in the on-call task request in accordance with the schedule and scope of work set forth in the on-call task request (the "Task Scope of Work").

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

C. Consultant is authorize to proceed with services upon receipt of a signed on-call task request.

3. Compensation.

A. Rates. Compensation for the services provided pursuant to each on-call task request shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "C." Consultant may adjust the billing rates and reimbursable expenses once each calendar year on or after January 1st by providing the City with written notice of the adjusted rates and expenses no less than (30) thirty days prior to the effective date of such adjustment. The billing rates and reimbursable expenses for on-call task requests issued prior to receipt of written notice of the rate/expense adjustment by the City shall not be affected by the adjustment.

B. Other. In the event that after commencement of work, the Consultant anticipates that the work for an on-call task request will exceed the initial amount authorized, Consultant shall promptly notify the City and provide the City with whatever documents or information is necessary to request approval of any amounts in excess thereof.

4. Payment.

A. The City shall pay the Consultant an amount based on time and materials according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "C." The total amount of services under this contract shall not exceed sixty thousand dollars ($60,000) for the services describe in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit "A," and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section 5 herein before reaching the maximum amount.

B. Compensation for the services provided pursuant to an on-call task request shall not exceed $7,500 without the written authorization of the City Council. In the event that, after the commencement of the work, the Consultant anticipates that the work for an on-call task request will

exceed $7,500, Consultant shall promptly notify the City and provide the City with whatever documents or information is necessary to request approval of any amounts in excess thereof.

C. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of an invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoices not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

5. Terms

A. This agreement shall commence on October 7, 2016, ("Commencement Date") and shall terminate on October 7, 2018, unless extended or terminated in writing as provided herein.

6. Discrimination and Compliance with Laws

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

B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Consultant shall obtain a City of Black Diamond business license prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this

Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Suspension and Termination of Agreement

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

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

10. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

11. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

12. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is Subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

13. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

4. Employer's Liability insurance each accident $1,000,000; Employer's Liability Disease each employee $1,000,000; and Employer's Liability Disease – Policy Limit $1,000,000.

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their

right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

15. Notice. Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Seth Boettcher Public Works Director PO Box 599 24301 Roberts Drive Black Diamond, WA 98010 Phone: 360-886-5700 Fax: 360-886-2592	NAME OF CONSULTANT Attn: Geoff Dillard RH2 Engineering, Inc. 22722 29th Drive SE, Suite 210 Bothell, WA 98021 Phone: 425-951-5322 Fax: 425-951-5401

16. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the

substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

17. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF BLACK DIAMOND,
WASHINGTON

By: _____
Carol Benson
Mayor

Date: _____

Attest:

By: _____
Brenda Martinez
City Clerk

RH2 ENGINEERING, INC.

By: Geoffrey G. Dillard

Name: Geoffrey G. Dillard

Title: Director

Date: 9-23-16

APPROVED AS TO FORM:

By: _____
David Linehan
City Attorney

Exhibit A
Scope of Work

Background

In the course of a year and from time to time, the City will be in need of engineering assistance for the City's water and sewer utilities as well as capital project design work for these utilities. This scope of work is intended to disclose the types of services the City may be seeking but is not intended to be all inclusive of the City's needs nor is it intended to be a complete list of all services that the City will be requesting.

The following tasks are not intended to imply chronological order, but rather serve as general categories of work that may be required by this contract.

Task 1 - Computer modeling of City Utility systems

- Review various utility system performance and constraints using computer modeling for the water and sewer systems.
- Evaluate different utility system configurations to meet City needs or to address identified problems.

Task 2 - Agency Coordination

- Assist the City with processing projects through various state and local agencies.
- Assist the City with preparing, presenting and advocating for solutions to City utility needs before various state and local agencies.

Task 3 – Professional Assistance to Address Utility System Urgent Needs

- Provide the City with professional engineering and technical advice to deal with system operations and maintenance problems that may arise.
- Assist the City with responding to regulatory requirements, new technology, or new demands on the utility systems.

Task 4 – Capital Project Engineering

- Provide the City with early project planning engineering to define a general scope and budget.
- Provide the City with preliminary project engineering to find creative, technically sound and practical solutions to address City needs.

- Provide efficient, clear drawings and contract documents for bidding public works projects.
- Attend meeting as necessary and as directed by the City to ensure compliance with City needs.
- Provide quality control and maintain quality assurance procedures for work products.
- Maintain complete and efficient working files of project activities.
- Provide timely and accurate billing invoices and billing records.
- Provide peer-review services as requested by the City.
- Meet with other City departments and as requested by the City to share information and maintain a cooperative working environment.

Task 5 – Mapping and As-built Drawings

- Provide mapping services for the City as requested.
- Update City maps with information collected by the City or from developers.
- Assist City with GIS systems and as-built formatting.

Task 6 – Services During Construction

- Provide on-call field inspection services to assist and supplement the experience and resources of City staff.
- Assist the City with project management activities as requested.

Task 7 – Rates and Financial Analysis

- Provide the City with rate studies, capital facility charge analysis, cost benefit analysis and funding recommendations.

Task 8 – General

- Provide professional technical assistance related to the planning, review, permit requirements, capital project implementation, operations, maintenance and reporting for the City's water and sewer utilities as directed by the City.

Exhibit B

City of Black Diamond On-Call Task Request

Date:		City Staff Contact:	
Task Name:		Phone:	360-886-5700
Consultant Project No.:		Fax:	360-886-2592
Consultant Contact Name:			
Consultant Phone:			
Consultant Fax:			

Scope of Task Request Including Deliverables and Schedule

Budget Estimate:

Task Request Approval:

City of Black Diamond:

Written Name	Title
Signature	Date

Consultant:

Written Name	Title
Signature	Date

*Costs are billed on a time and materials basis, the Consultant shall notify the City should additional funds be necessary to complete the task order. Additional work beyond that which is ordered by the City shall not commence until written notification is received from the City.

EXHIBIT C RH2 ENGINEERING, INC. 2016 SCHEDULE OF RATES AND CHARGES		
RATE LIST	**RATE**	**UNIT**
Professional I	$137	$/hr
Professional II	$150	$/hr
Professional III	$159	$/hr
Professional IV	$170	$/hr
Professional V	$180	$/hr
Professional VI	$189	$/hr
Professional VII	$204	$/hr
Professional VIII	$213	$/hr
Professional IX	$213	$/hr
Technician I	$96	$/hr
Technician II	$101	$/hr
Technician III	$129	$/hr
Technician IV	$137	$/hr
Administrative I	$65	$/hr
Administrative II	$77	$/hr
Administrative III	$92	$/hr
Administrative IV	$108	$/hr
Administrative V	$128	$/hr
CAD/GIS System	$27.50	$/hr
CAD Plots - Half Size	$2.50	price per plot
CAD Plots - Full Size	$10.00	price per plot
CAD Plots - Large	$25.00	price per plot
Copies (bw) 8.5" X 11"	$0.09	price per copy
Copies (bw) 8.5" X 14"	$0.14	price per copy
Copies (bw) 11" X 17"	$0.20	price per copy
Copies (color) 8.5" X 11"	$0.90	price per copy
Copies (color) 8.5" X 14"	$1.20	price per copy
Copies (color) 11" X 17"	$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	$0.540	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:

Resolution authorizing a grant agreement with the Department of Ecology for the 2015-2017 Stormwater Capacity Grant

Cost Impact (see also Fiscal Note): $25,000 **revenue**

Fund Source: Department of Ecology

Timeline: Expires March 31, 2017

Agenda Date: December 15, 2016 **AB16-087**

Mayor Carol Benson	
City Administrator	
City Attorney David Linehan	
City Clerk – Brenda L. Martinez	
Com Dev/Nat Res – Barb Kincaid	
Finance – May Miller	
MDRT/Ec Dev – Andy Williamson	
Police – Chief Kiblinger	
Public Works – Seth Boettcher	X
Court – Stephanie Metcalf	

Agenda Placement: ☒ Mayor ☒ Two Councilmembers ☐ Committee Chair ☐ City Administrator

Attachments: Resolution No. 16-xxx clean and redlined versions; Grant Agreement

SUMMARY STATEMENT:

Councilmembers Deady and Edelman have placed this item on the agenda.

The purpose of this grant is to provide additional assistance to the City of Black Diamond with our Department of Ecology stormwater permit requirements.

If signed, grant will expire March 31, 2017. The grant funds are proposed to be used as follows:

Task 1 – Up to $1500 for Project Administration/Management
Task 2 – Review of City codes and incorporation of Low Impact Development provisions and adoption of the new DOE 2012 Stormwater Management Manual as required by the City's stormwater discharge permit from the Department of Ecology.

The staff will be accomplishing the above items whether or not the council accepts this money. If the money is not accepted this will be detrimental to the stormwater utility financially and will limit the staffs ability to protect the environment on stormwater program and operation issues.
FISCAL NOTE (Finance Department): This $25000 grant was expected in 2016 and is already included in the 2016 Budget.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 16-xxx *(Clerk to assign number at adoption)*, authorizing the Mayor to execute a grant agreement with**

the Department of Ecology for the 2015-2017 Stormwater Capacity Grant.		
RECORD OF COUNCIL ACTION		
Meeting Date	***Action***	***Vote***
February 4, 2016	Referred to Committee	
May 5, 2016	Motion to adopt	2-3 – Failed)
May 19, 2016	No quorum	
May 25, 2016	No quorum	
June 2, 2016	No quorum	
June 16, 2016	Motion to postpone to July 7 mtg – passed 3-2 (Deady, Edelman)	
July 7, 2016	Motion to adopt failed 2-3 (Morgan, Weber, Pepper)	
September 15, 2016	Motion to adopt failed 2-3 (Morgan, Weber, Pepper)	
December 15, 2016		

RESOLUTION NO. 16-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE DEPARTMENT OF ECOLOGY FOR THE 2015-2017 STORMWATER CAPACITY GRANT WITH REQUIREMENT TO INCLUDE UPDATES FOR LOW IMPACT DEVELOPMENT AS PART OF THE GRANT SPENDING

WHEREAS, the City of Black Diamond is required to meet Phase II NPDES Permit requirements; and

WHEREAS, the Department of Ecology has made funds available to municipalities required to meet Phase II NPDES Permit requirements in the form of the 2015-2017 Stormwater Capacity Grant; and

WHEREAS, the Phase II NPDES Permit Requirements for the City of Black Diamond require that the city adopt the 2012 Stormwater Management Manual for Western Washington or equivalent; and

WHEREAS, review of existing Black Diamond Municipal Code for potential conflicts with the requirements of the 2012 Stormwater manual is one of the activities identified as an important task by city staff; and

WHEREAS, education about the negative impacts of untreated or unmanaged stormwater as well as the benefits to people and nature of better stormwater management are identified by the City Council as important to the community;

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 the grant agreement with the Department of Ecology for the 2015-2017 Stormwater Capacity Grant in the amount of $25,000, attached hereto as Exhibit A, to meet Phase II NPDES Permit requirements with the following provisions:

a. Grant fund spending shall include an update of applicable codes to comply with the requirements of the 2012 Stormwater Manual for Western Washington or equivalent; and

b. Grant fund spending shall also include public education and outreach activities including stewardship, with an emphasis on the benefits to people and to streams, lakes, and natural areas of better stormwater management.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS _____ DAY OF ___ _____, 2016.

CITY OF BLACK DIAMOND:

_____
Carol Benson, Mayor

Attest:

_____
Brenda L. Martinez, City Clerk

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE DEPARTMENT OF ECOLOGY FOR THE 2015-2017 STORMWATER CAPACITY GRANT WITH REQUIREMENT TO INCLUDE UPDATES FOR LOW IMPACT DEVELOPMENT AS PART OF THE GRANT SPENDING

WHEREAS, the City of Black Diamond is required to meet Phase II NPDES Permit requirements; and

WHEREAS, the Department of Ecology has made funds available to municipalities required to meet Phase II NPDES Permit requirements in the form of the 2015-2017 Stormwater Capacity Grant; and

WHEREAS, the Phase II NPDES Permit Requirements for the City of Black Diamond require that the city adopt the 2012 Stormwater Management Manual for Western Washington or equivalent; and

WHEREAS, review of existing Black Diamond Municipal Code for potential conflicts with the requirements of the 2012 Stormwater manual is one of the activities identified as an important task by city staff; and

Comment [DL1]: Not sure if task is the right word, but it seemed to be missing a word here.

WHEREAS, education about the negative impacts of untreated or unmanaged stormwater as well as the benefits to people and nature of better stormwater management ~~is~~ are identified by the City Council as important to the community;

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~~ the grant agreement with the Department of Ecology for the 2015-2017 Stormwater Capacity Grant in the amount of $25,000, attached hereto as Exhibit A, to meet Phase II NPDES Permit requirements with the following provisions:

a. ~~**Section 2.**~~ Grant fund spending shall include an update of applicable codes to comply with the requirements of the 2012 Stormwater Manual for Western Washington or equivalent; and

b. ~~**Section 3.**~~—Grant fund spending shall also include public education and outreach activities including stewardship, with an emphasis on the benefits to people and to streams, lakes, and natural areas of better stormwater management.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS _____ DAY OF ___ _____, 2016.

CITY OF BLACK DIAMOND:

_____
Carol Benson, Mayor

Attest:

_____
Brenda L. Martinez, City Clerk

DEPARTMENT OF ECOLOGY
State of Washington

Agreement No. WQSWCAP-1517-BlaDia-00012

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF BLACK DIAMOND

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Black Diamond, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2015-2017 Biennial Stormwater Capacity Grants
Total Cost:	$25,000.00
Total Eligible Cost:	$25,000.00
Ecology Share:	$25,000.00
Recipient Share:	$0.00
The Effective Date of this Agreement is:	07/01/2015
The Expiration Date of this Agreement is no later than:	03/31/2017
Project Type:	Capacity Grant

Project Short Description:
This project will assist Phase I and II Permittes in implementation or management of municipal stormwater programs.

Project Long Description:
N/A

Overall Goal:
This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

RECIPIENT INFORMATION

Organization Name: City of Black Diamond

Federal Tax ID: 91-6016204
DUNS Number: 195690011

Mailing Address: PO Box 599
Black Diamond, WA 98010

Physical Address: PO Box 599
24301 Roberts Drive
Black Diamond, Washington 98010
Organization Email: shanis@ci.blackdiamond.wa.us
Organization Fax: (360) 886-2592

Contacts

Project Manager	Scott Hanis Capital Project/Program Manager PO Box 599 24301 Roberts Drive Black Diamond, Washington 98010 Email: shanis@ci.blackdiamond.wa.us Phone: (360) 886-5700
Billing Contact	Scott Hanis Capital Project/Program Manager PO Box 599 24301 Roberts Drive Black Diamond, Washington 98010 Email: shanis@ci.blackdiamond.wa.us Phone: (360) 886-5700
Authorized Signatory	Carol Benson Mayor P O Box 599 Black Diamond, Washington 98010 Email: cbenson@ci.blackdiamond.wa.us Phone: (360) 886-5700

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452
Financial Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

By: _____

Heather R. Bartlett Date

Water Quality

Program Manager

City of Black Diamond

By: _____

Carol Benson Date

Mayor

Template Approved to Form by
Attorney General's Office

Carol Benson

Mayor Date

SCOPE OF WORK

Task Number: 1 **Task Cost:** $1,500.00

Task Title: Project Administration/Management

Task Description:
A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
* Properly maintained project documentation

Recipient Task Coordinator: Scott Hanis

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $23,500.00

Task Title: Permit Implementation

Task Description:
Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable.

RECIPIENT may conduct work related to implementation of additional activities required by the municipal stormwater NPDES permits. The following is a list of elements RECIPIENT's project may include.

1) Public education and outreach activities, including stewardship activities.
2) Public involvement and participation activities.
3) Illicit discharge detection and elimination (IDDE) program activities, including:
   a) Mapping or geographic information systems of municipal separate storm sewer systems (MS4s).
   b) Staff training.
   c) Activities to identify and remove illicit stormwater discharges.
   d) Field screening procedures.
   e) Complaint hotline database or tracking system improvements.
4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
   a) Development of an ordinance and associated technical manual or update of applicable codes.
   b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
   c) Training for plan review and/or inspection staff.
   d) Participation in applicable watershed planning effort.
5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
   a) Inspecting and/or maintaining the MS4 infrastructure.
   b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
6) Annual reporting activities.
7) Establishing and refining stormwater utilities, including stable rate structures.
8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARMENT approves prior to awarding funding for monitoring.
Monitoring, including:
   a) Development of applicable QAPPs.
   b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
9) Structural stormwater controls program activities (Phase I permit requirement)
10) Source control for existing development (Phase I permit requirement), including:
   a) Inventory and inspection program.
   b) Technical assistance and enforcement.
   c) Staff training.

11) Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a general use pick-up truck). Qualified equipment purchases include but are not limited to:

a) Illicit discharge testing equipment and materials.
b) Vactor truck or sweeper truck or MS4 maintenance activities.
c) Electronic devices dedicated to mapping of MS4 facilities and attributes.
d) Software dedicated to tracking permit implementation activities.

As a deliverable, documentation of all tasks completed is required. Documentation includes but is not limited to: maps, field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Task Goal Statement:
This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:
RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: Scott Hanis

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

BUDGET

Funding Distribution EG160312

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Capacity Grant FY16
Funding Type: Grant
Funding Effective Date: 07/01/2015
Funding Expiration Date: 03/31/2017

Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account

Type: State
Funding Source %: 100%
Description: MTCA

Approved Indirect Costs Rate: Approved State Indirect Rate: 25%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Capacity Grant FY16	Task Total
Project Administration/Management	$ 1,500.00
Permit Implementation	$ 23,500.00
	Total: $ 25,000.00

BUDGET

Funding Distribution EG160313

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Capacity Grant FY17
Funding Type: Grant
Funding Effective Date: 07/01/2016
Funding Expiration Date: 03/31/2017

Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account

Type: State
Funding Source %: 100%
Description: MTCA

Approved Indirect Costs Rate: Approved State Indirect Rate: 25%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Capacity Grant FY17	Task Total
Project Administration/Management	$ 0.00
Permit Implementation	$ 0.00
	Total: $ 0.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Capacity Grant FY16	0.00 %	$ 0.00	$ 25,000.00	$ 25,000.00
Capacity Grant FY17	0.00 %	$ 0.00	$ 0.00	$ 0.00
Total		**$ 0.00**	**$ 25,000.00**	**$ 25,000.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

"Administration Charge" means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology's cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

"Administrative Requirements" means the effective edition of ECOLOGY's ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

"Annual Debt Service" for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

"Average Annual Debt Service" means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

"Centennial Clean Water Program" means the state program funded from various state sources.

"Contract Documents" means the contract between the RECIPIENT and the construction contractor for construction of the project.

"Cost Effective Analysis" means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

"Defease" or "Defeasance" means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

"Effective Date" means the earliest date on which eligible costs may be incurred.

"Effective Interest Rate" means the total interest rate established by Ecology that includes the Administrative Charge.

"Estimated Loan Amount" means the initial amount of funds loaned to the RECIPIENT.

"Estimated Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

"Equivalency" means projects designated by ECOLOGY to meet additional federal requirements.

"Final Accrued Interest" means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

"Final Loan Amount" means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

"Final Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

"Forgivable Principal" means the portion of a loan that is not required to be paid back by the borrower.

"General Obligation Debt" means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

"General Obligation Payable from Special Assessments Debt" means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

"Gross Revenue" means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

"Guidelines" means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

"Initiation of Operation Date" means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

"Loan" means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

"Loan Amount" means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

"Loan Fund" means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

"Loan Security" means the mechanism by which the RECIPIENT pledges to repay the loan.

"Loan Term" means the repayment period of the loan.

"Maintenance and Operation Expense" means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

"Net Revenue" means the Gross Revenue less the Maintenance and Operation Expense.

"Original Engineer's Estimate" means the engineer's estimate of construction costs included with bid documents.

"Principal and Interest Account" means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

"Project" means the project described in this agreement.

"Project Completion Date" means the date specified in the agreement on which the Scope of Work will be fully completed.

"Project Schedule" means that schedule for the project specified in the agreement.

"Reserve Account" means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

"Revenue-Secured Debt" means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

"Risk-Based Determination" means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

"Scope of Work" means the tasks and activities constituting the project.

"Section 319" means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

"Senior Lien Obligations" means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

"State Water Pollution Control Revolving Fund (Revolving Fund)" means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

"Termination Date" means the effective date of ECOLOGY's termination of the agreement.

"Termination Payment Date" means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

"Total Eligible Project Cost" means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

"Total Project Cost" means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

"ULID" means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

"ULID Assessments" means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

"Utility" means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

C. Cultural and Historic Resources Protection Compliance with Environmental Laws and Regulations. The RECIPIENT shall:

1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.

2) The RECIPIENT shall comply with Ecology's Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available by request by any party. An IDP must be

immediately available and be implemented to address any discovery. The RECIPIENT will implement the procedures in the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives if human remains, cultural, or archeological resources are discovered in the course of construction. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. This registration process also allows The RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If The RECIPIENT have questions about the vendor registration process or setting up direct deposit payments contact DES at the Payee Help Desk at (360) 664-7779 or payeehelpdesk@des.wa.gov.

E. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3 for Section 319 funded projects or 7 for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope

of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement will be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF SFY15-17 CAPACITY GRANTS

ECOLOGY shall reimburse eligible project expenses following the schedule below.

Prior to July 1, 2016: Total reimbursements to the RECIPIENT for eligible project expenses are limited to a maximum $25,000.

After July 1, 2016: If funding is available, ECOLOGY will provide written notification via email to the RECIPIENT project manager stating that ECOLOGY may reimburse additional eligible expenses up to the total project eligible cost of $50,000. Eligible project expenses may be incurred at any time between July 1, 2015 and March 31, 2017. If additional funds are not available, total reimbursements for eligible project expenses will be limited to a maximum of $25,000.

If the RECIPENT fails to submit two or more consecutive quarterly reports via the EAGL grant management system, ECOLOGY may consider this failure to provide progress reports as non-performance and initiate actions to amend or terminate this agreement.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.

b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.

c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.

d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the

RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS
RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:
a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST
RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES
RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall

award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.
b) Appeal request must be in writing and state the disputed issue(s).
c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
d) ECOLOGY reviews the RECIPIENT's appeal.
e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: http://www.ecy.wa.gov/eim.
b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: http://www.ecy.wa.gov/services/gis/data/standards/standards.htm. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved

by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic

materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS
RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.
All records shall:
a) Be kept in a manner which provides an audit trail for all expenditures.
b) Be kept in a common file to facilitate audits and inspections.
c) Clearly indicate total receipts and expenditures related to this Agreement.
d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, http://www.ecy.wa.gov/programs/swfa/epp.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other

materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

GENERAL TERMS AND CONDITIONS LAST UPDATED 12/25/2015

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:	**Agenda Date: December 15, 2016**		**AB16-088**
Ordinance adopting the 2017 Budget		Mayor Carol Benson	
		City Administrator	
		City Attorney David Linehan	
		City Clerk – Brenda L. Martinez	
		Com Dev/Nat Res –	
		Finance – May Miller	X
		MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note):		Police – Chief Kiblinger	
Fund Source: --		Public Works – Seth Boettcher	
Timeline:		Court – Stephanie Metcalf	

Agenda Placement: ☒ Mayor ☒ Two Councilmembers ☐ Committee Chair ☐ City Administrator

Attachments: Ordinance No. 16-XXXX; Exhibit A -Salary Schedule & 2017 Budget Document

SUMMARY STATEMENT:

Councilmembers Deady and Edelman have placed this item on the agenda.

The City of Black Diamond Council has reviewed the Preliminary 2017 Budget and Property Taxes at workstudy meetings on Sept. 29, Oct 13, Oct. 18, Oct 27 and Nov. 10, 2016 and held Public Hearings scheduled for November 17, 2016 (continued to November 29, 2016) and a Final Public Hearing on December 1, 2016 per RCW requirements.

The 2017 Budget is in balance for all Operating and Capital Funds. The 2017 Budget totals $14,105,272, which is an increase of 2.6% over 2016. The General Fund Budget totals $6,258,371, which includes the Budgeted Ending Cash and Investment Balance of $1,011,291. This is an increase over last years Budgeted Ending Cash and Investment balance of $117,176 for 24% of Operating Expenditures. The Cash & Investment Balance is needed for cash flow during the months the city does not receive Property Taxes, our largest source of revenue. The State Auditor's look at a city's ability to continue to increase the budgeted ending balance as a positive measure of cities fitness.

At the November 10, 2016 workstudy meeting council recommended adding $10,000 to the General Fund Expenditures to fund the Community Centers request for help with their insurance costs for 2017. That amount is included in the budget adoption Ordinance. The Budget approval Ordinance was presented at the December 1, 2016 Council meeting and Councilmembers Morgan, Pepper and Weber all voted NO on the Ordinance. An additional workstudy meeting was held on December 8, 2017 to review the 2017 Budget again.

The Budget Document is referenced and is available at City Hall for a fee or on the city web site at www.ci.blackdiamond.wa.us.

FISCAL NOTE (Finance Department):

The Mayor's Preliminary 2017 Budget includes balanced sources and uses for each operating and capital Fund, with an increase to General Funds Budgeted 2017 Ending Fund Balance.
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:
RECOMMENDED ACTION: **MOTION to approve Ordinance 16-XXXX *(Clerk to assign number after adoption)*, adopting the 2017 Budget.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
December 1, 2016	Motion to adopt failed. 2-3 (M,W,P) Referred to committee 3-2(E,D)	

ORDINANCE NO. 16-XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, ADOPTING THE BUDGET FOR CALENDAR YEAR 2017

WHEREAS, the Preliminary Budget was submitted to the City Council by the Mayor on September 29, 2016; and

WHEREAS, the City Council held public hearings on November 17th and December 1st; and work studies on September 29th, October 13th, October 18th, October 27th and November 10th; and

WHEREAS, a copy of the Budget was on file with the City Clerk for examination by the public during the time it was being considered by the City Council; now, therefore,

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

Section 1. The annual budget of the City of Black Diamond for the 2017 calendar year, a copy of which is on file with the City Clerk, is hereby adopted by reference as the annual budget for the City of Black Diamond for calendar year 2017.

Section 2. The budget and information contained herein remain provisional to the extent they are subject to mandatory bargaining with the City's collectively bargained employees as required by Washington law.

Section 3. The total estimated revenue from all sources and expenditures by fund as set forth in the 2017 budget document adopted by reference, are as follows:

City of Black Diamond 2017 Budget	Revenue	Expenditures
001 General Fund	6,258,371	6,258,371
101 Street Fund	349,094	349,094
107 Fire Impact Fees Fund	255,490	255,490
108 Trans. Benefit District Fund	109,331	109,331
109 Traffic Mitigation Fees Fund	74,655	74,655
401 Water Operating and Capital Fund	1,971,526	1,971,526
407 Sewer Operating & Capital Fund	1,765,962	1,765,962
410 Stormwater Operating and Capital Fund	619,813	619,813
310 General Government Capital Fund	446,253	446,253
320 Streets and Public Works Capital Fund	1,794,219	1,794,219
510 Internal Service Fund	460,558	460,558
Total All Funds	**14,105,272**	**14,105,272**

Section 4. This Ordinance shall include the 2017 Salary Schedule as shown in the attachment as Exhibit A.

Section 5. This Ordinance shall be in full force and effect five days after its passage, approval, posting and publication in summary form as provided by law.

Introduced the 1st day of December, 2016.

Passed by a majority of the City Council on ___ day of _____, 2016.

_____
Mayor Carol Benson

Attest:

_____
Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

_____
David Linehan, City Attorney

Published:
Posted:
Effective Date: December 7, 2016

Exhibit A

2017 Proposed Salary Schedule	Step 1	Step 2	Step 3	Step 4	5 & On
City Administrator	9,345	9,649	10,112	10,478	10,848
Assistant City Administrator	8,033	8,435	8,837	9,238	9,640
Court Administrator	5,891	6,159	6,427	6,694	6,962
Court Clerk (hourly)	18.54	20.09	21.63	23.18	24.72
Court Clerk	3,213	3,482	3,749	4,017	4,284
Accounts Payable Clerk (hourly)	17.91	19.34	20.89	22.56	24.93
MDRT & Economic Director	7,498	7,899	8,301	8,703	9,104
City Attorney	8,161	8,569	8,997	9,447	9,919
City Clerk/HR Manager	7,498	7,899	8,301	8,703	9,104
Deputy City Clerk	4,499	4,814	5,128	5,443	5,757
Finance Director	7,498	7,899	8,301	8,703	9,104
Deputy Finance Director	6,631	7,013	7,396	7,778	8,161
Utility Clerk	3,213	3,481	3,749	4,017	4,284
Senior Accountant	4,499	4,814	5,128	5,443	5,757
Sr. Accountant part time (hourly)	25.79	27.08	28.43	29.86	31.35
Accountant 1 Journey (hourly)	16.61	17.43	18.30	19.22	20.18
Administrative Assistant 2	3,213	3,481	3,749	4,017	4,284
Administrative Assistant 1	2,356	2,544	2,731	2,919	3,106
Information Services Manager	6,962	7,364	7,766	8,167	8,569
Police Chief	10,236	10,585	11,008	11,287	11,692
Police Commander	9,194	9,514	9,794	10,074	10,398
Police Sergeant	8,292	8,757	-	-	-
Police Officer	5,037	5,645	6,255	6,863	7,440
Police Records Coordinator	4,499	4,814	5,128	5,443	5,757
Police Clerk 62.5% (hourly)	15.05	16.51	17.96	18.98	20.87
Facilities Equipment Coordinator	4,499	4,814	5,128	5,443	5,757
Human Resources Director	7,498	7,899	8,301	8,703	9,104
Community Dev/Nat Resources Director	7,498	7,899	8,301	8,703	9,104
Permit Center Supervisor	5,891	6,159	6,427	6,694	6,962
Permit Technician	4,499	4,814	5,128	5,443	5,757
Permit Technician 60% (hourly)	25.96	27.77	29.59	31.40	33.22
Compliance Officer	4,499	4,814	5,128	5,443	5,757
Senior Planner	5,355	5,622	5,903	6,198	6,508
Planner	4,499	4,814	5,128	5,443	5,757
MDRT Planner 75% (hourly)	25.95	27.77	29.59	31.40	33.22
Associate Planner	4,482	4,707	4,942	5,189	5,448
Assistant Planner	4,181	4,391	4,610	4,840	5,082
Building Official	6,962	7,364	7,766	8,167	8,569
Parks Department Director	7,498	7,899	8,301	8,703	9,104
Public Works Director	7,498	7,899	8,301	8,703	9,104
Utilities Superintendent	6,962	7,364	7,766	8,167	8,569
Capital Projects Program Manager	5,355	5,622	5,903	6,198	6,508
Construction Inspector	6,962	7,364	7,766	8,167	8,569
Public Utilities Operator	4,713	4,794	4,889	4,982	5,076
Public Works Administrative Asst 3	4,250	4,463	4,686	4,920	5,167
Utility Worker-Facility/Eq/Utility Worker	3,323	3,644	3,965	4,287	4,629
Utility Worker Seasonal (hourly)	13.24	13.90	-	-	-

Black Diamond DRAFT Preliminary Budget

2017

December 1, 2016

Black Diamond Railroad Depot during the period of 1910-1913 when rail travel was the norm.

*****Please Note: Many historical photos in this document are courtesy of Washington State & the Black Diamond Historical Society*****

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From the Mayor's Desk

October 29, 2016

City Council and Black Diamond Residents,

I am pleased to present the Draft 2017 Preliminary Budget for the City of Black Diamond. Following a series of meetings with staff, I am happy to report the 2017 Budget is in balance for all funds. The General Fund ending balance will be increasing by $117,176 over the budgeted 2016 ending fund balance to a total of $1,011,291. This is 24% of the General Fund operating expenditures and exceeds the recommendation of 10%. The total 2017 Preliminary Budget for Operating and Capital Funds is $14,105,272 which is only 2.6% higher than the 2016 budget.

Fortunately, the economy is slowly improving with an increase in revenue from the construction of the infrastructure for the Villages, the new elementary school and several home building projects within the City. We expect this trend to continue throughout the next year along with the expectation that new home construction will begin in the Villages before the end of 2017.

This budget reflects our priorities for achieving our desired vision for the future of Black Diamond. Our priorities included maintaining a high quality of life for those who work, live and visit the City of Black Diamond. This is achieved through supporting public safety including both fire and police. We were voted the 9th safest city by SafeWise, which was released in their report of May 23, 2016. With no additional population within the city limits, our calls for service have increased every year. Our calls for service last year were 2,989, and we anticipate these calls for service to increase by nearly 1,000 by the end of 2016.

Due to budget issues over the last four years, the Police Department vehicle replacement program has not been funded. Due to the on-going and increasing costs of repairs to our aging fleet as well as officer safety, the Chief has recommended the replacement of 4 patrol cars next year, at the cost of $179,000 (see Fund 510, vehicle replacement program for details.) The funds to finance these vehicles will come from a loan from the sewer fund, beginning cash reserves and sale of the surplus vehicles.

In accordance with ordinance 12-980, Fire Impact Fees are charged on new development and building expansions within the city limits. For a new residential home in Black Diamond, the fee is $1,783.13. The Fire Impact Fund at the end of 2017 will be approximately $255,490, which has collected almost enough funds to purchase the replacement fire engine that is scheduled for 2018 in our 2017-2022 Capital Improvement Plan. The 2017 Budget also includes Public Works Capital Projects that are funded by TIB Grants, including the Roberts Drive Reconstruction and the 224th Ave SE Asphalt Overlay for a total of approximately 1.5 million.

Sustaining the budget for maintenance and operation of the Street and Utility funds is of continuing importance. The Transportation Benefit District $20 car tab fee will provide the first full year of funds in 2017 that support such activity as roadway striping, traffic signage, pothole repair, street lights, pavement, signals, sidewalks and road safety improvements.

The Water, Sewer and Stormwater operations 2017 budgets are also in balance with at least three months of budgeted ending cash and investment balance. The Sewer Operating 2017 budget includes

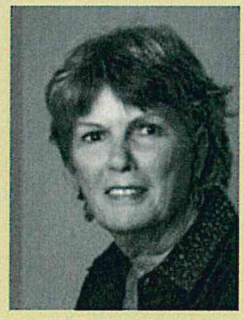
a King County Metro pass-through rate increase of $2.19 per month for residents, along with an associated City Sewer increase needed to cover state and city utility taxes.

I truly appreciate the hard work and dedication of City Staff in providing the City and Council with a balanced budget. I am proud that the City has maintained a level of service which makes Black Diamond a better place to live, work, play and do business.

Sincerely,

Carol Benson

Mayor



Mayor Benson grew up on Queen Anne Hill in Seattle. She attended Bellevue Community College and the University of Washington. She was also an instructor for Renton Technical College, teaching Small Business Accounting for several years.

Her entire career has been working in Finance and Management, in many different industries. Before retiring, she spent the last 25 years as Chief Financial Officer in the Civil Engineering, Land Development and Underground Utilities construction industries.

Mayor Benson has lived in the Black Diamond area since 1979, where she raised her two sons. She enjoys gardening, hiking, boating and spending time with her grandchildren.

Black Diamond Elected Officials

Mayor
Carol Benson
Expires 12/31/2017

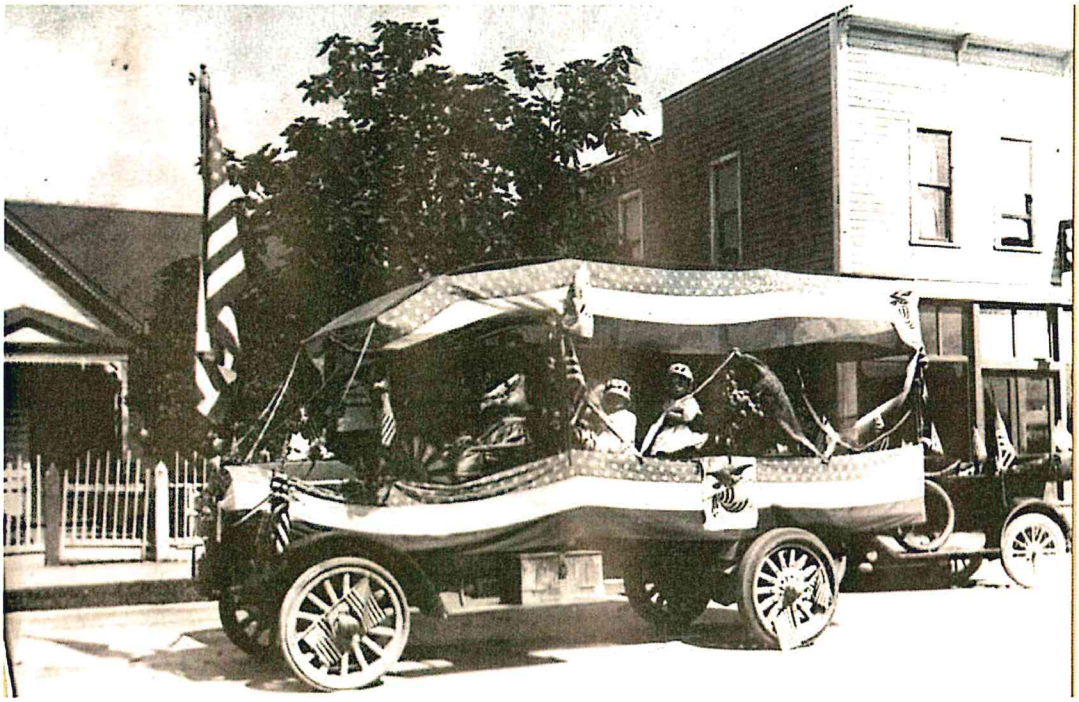
Position 1
Tamie Deady
Expires 12/31/2019

Position 2
Erika Morgan
Mayor Pro-tem
Expires 12/31/17

Position 3
Janie Edelman
Expires 12/31/2019

Position 4
Brian Weber
Expires 12/31/2017

Position 5
Pat Pepper
Expires 12/31/2019



1925 Float in the Black Diamond July 4th Parade

History of Black Diamond, Washington – Coal Town

Black Diamond incorporated in 1959, but has had a much longer history as a historic town in Washington. Black Diamond was first established as a community in the late 1880s for the mining of coal. At the turn of the century the town was a major exporter of coal in the region. The Pacific Coast Coal Company in Black Diamond became the largest coal mining operations on the West Coast. Some historic buildings retain their original locations. In 2010, Black Diamond's historic Railroad Avenue was updated and refurbished making a great improvement to the Historic Museum and Black Diamond Bakery area.

Black Diamond offers a warm and friendly small town atmosphere with spectacular mountain views. The city is nestled in the foothills within a few miles of the beautiful Green River Gorge and Flaming Geyser Park.

The City is on the verge of growth. At 4,305 citizens, population projections may reach above 20,000 in the next 20 years. Over past years, major annexations have increased the population and acreage of Black Diamond. The annexation of the Lake Sawyer area in 1998 doubled the number of citizens. More recent annexations in the city's urban growth area have increased the city's size by approximately 1,600 acres.

Form of Government

Black Diamond is a "Code City" as described under Title 35A in the Revised Code of Washington. The City operates under a strong mayor form of government with five elected council members serving staggered four-year terms. The Mayor serves as the chief administrative officer of the city. The Council acts as the legislative body. When the City reaches a population of 5,000 state law requires expansion to a seven-member council. The City is served by Congressional District 8 and Legislative District 5.

Budget Process

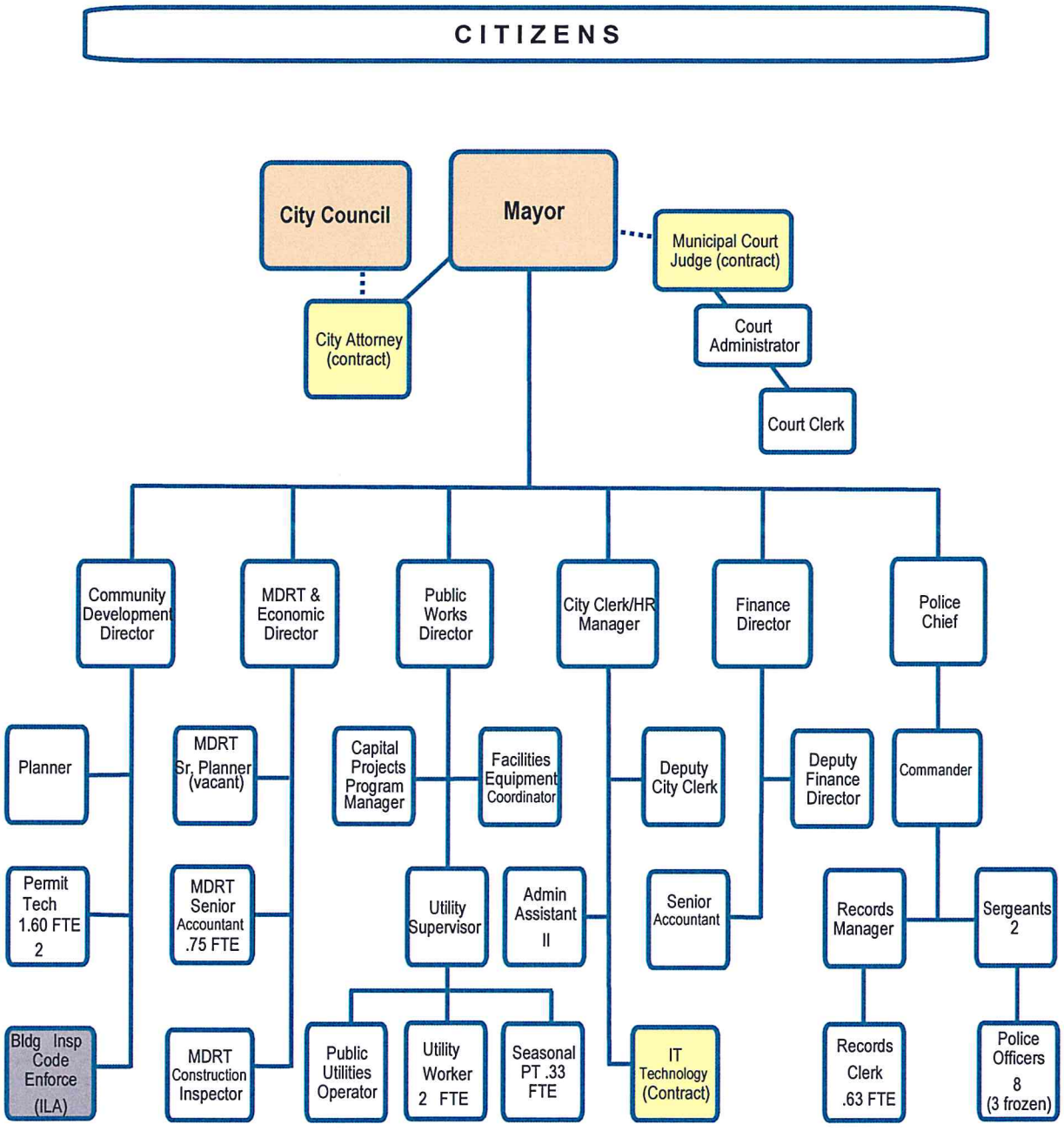
Budgeting is an essential element of the financial planning, control and evaluation process of government. The planning process involves determining the types and levels of services to be provided by the various departments, programs and functions.

The City of Black Diamond budgets annually on the calendar year beginning January 1 and ending December 31. Budget adjustments are limited by state law (35A.33.120). Allocations are made based on a fund structure, limiting uses outside of each fund. Funds are segregated to carry on specific objectives. Funds are budgeted on a cash basis in accordance with the Revised Code of Washington, RCW 35.33. Appropriations in the budget constitute maximum expenditure authorizations during the year and cannot be legally exceeded until subsequently amended by the City Council.

How Black Diamond Serves the Community

The City of Black Diamond strives to provide a safe and enjoyable environment for residents, businesses and visitors alike. Foremost, safety is a priority in Black Diamond. Our City's Police Department, Mountain View Fire and Rescue and emergency service employees are both dedicated and top notch. City employees provide other important services such as road maintenance, planning, permitting, code enforcement, a municipal court, water utility services, stormwater management and a sewer utility. Black Diamond maintenance workers also provide upkeep to city parks and the cemetery.

City of Black Diamond 2017 DRAFT Organization Chart



This Chart represents preliminary budgeted positions for 2017.

Each position is filled by 1 FTE, unless otherwise noted.

Black Diamond is served by Mountain View Fire and Rescue.

Elected Positions

Consultant

Contract

2017 DRAFT Proposed Employee Allocations by Funding Source

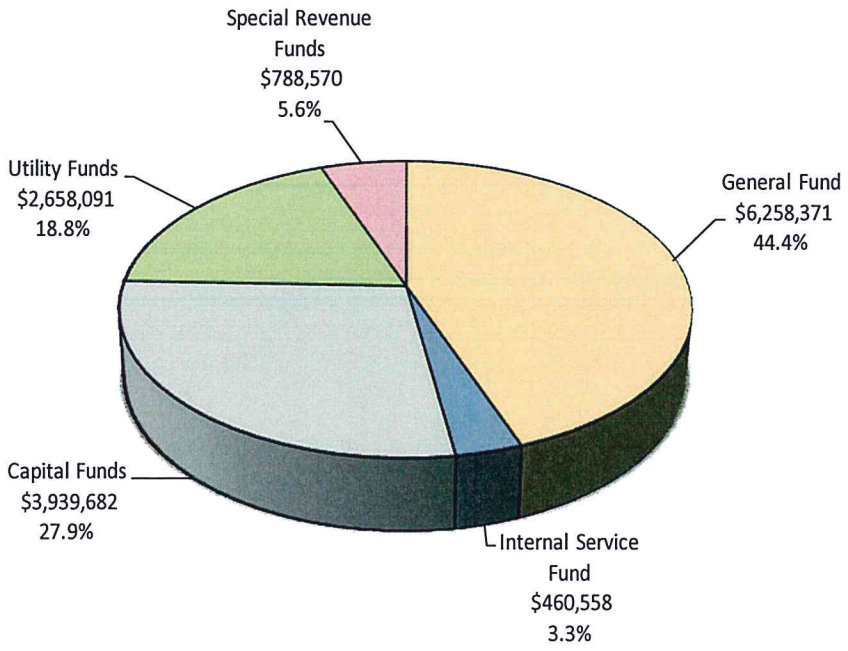
Positions	Full Time Equivalent (FTE)	Funding Agreement	General Fund	Street Fund	Water Fund	Sewer Fund	Storm water Fund
Administration							
Administrative Assistant II	1.00		0.10		0.30	0.30	0.30
Total Administration	**1.00**	**0.00**	**0.10**	**0.00**	**0.30**	**0.30**	**0.30**
City Clerk							
City Clerk/HR Manager	1.00	0.50	0.20		0.10	0.10	0.10
Deputy City Clerk	1.00		0.50	0.04	0.15	0.15	0.16
Total City Clerk	**2.00**	**0.50**	**0.70**	**0.04**	**0.25**	**0.25**	**0.26**
Finance Department							
Finance Director	1.00		0.70		0.10	0.10	0.10
Deputy Finance Director	1.00		0.72		0.09	0.10	0.09
Senior Accountant	1.00		0.60	0.04	0.12	0.12	0.12
Total Finance	**3.00**	**0.00**	**2.02**	**0.04**	**0.31**	**0.32**	**0.31**
Police Department							
Police Chief	1.00		1.00				
Police Commander	1.00		1.00				
Sergeant	2.00		2.00				
Police Officers	5.00		5.00				
Police Records Coordinator	1.00		1.00				
Police Clerk	0.63		0.63				
Total Police Department	**10.63**	**0.00**	**10.63**	**0.00**	**0.00**	**0.00**	**0.00**
Municipal Court							
Court Administrator	1.00		1.00				
Court Clerk	1.00		1.00				
Total Court	**2.00**	**0.00**	**2.00**	**0.0**	**0.0**	**0.0**	**0.0**
Community Development							
Community Development Director	1.00	0.25	0.75				
Planner	1.00		1.00				
Permit Technician	1.60		1.60				
Total Community Development	**3.60**	**0.25**	**3.35**	**0.0**	**0.0**	**0.0**	**0.0**
Master Dev Review Team (MDRT)							
MDRT & Economic Dev Director	1.00	1.00					
Utilities Construction Supervisor	1.00	1.00					
Senior Planner	1.00	1.00					
Senior Accountant	0.75	0.75					
Total MDRT Review Team	**3.75**	**3.75**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Facilities Department							
Facilities Equipment Coordinator	1.00		0.80	0.05	0.05	0.05	0.05
Total Facilities	**1.00**	**0.00**	**0.80**	**0.05**	**0.05**	**0.05**	**0.05**
Public Works							
Public Works Director	1.00		0.06	0.26	0.23	0.23	0.22
Capital Project/Program Manager	1.00			0.25	0.25	0.25	0.25
Utilities Supervisor	1.00		0.05	0.23	0.24	0.24	0.24
Utility Worker	2.00		0.10	0.40	0.50	0.50	0.50
Utilities Operator	1.00		0.10	0.15	0.25	0.25	0.25
Seasonal Maintenance	0.33		0.16	0.06	0.06		0.05
Total Public Works	**6.33**		**0.47**	**1.35**	**1.53**	**1.47**	**1.51**
Total Budget Positions (FTE's)	**33.31**	**4.50**	**20.07**	**1.48**	**2.44**	**2.39**	**2.43**

Combined 2017 Preliminary Budget - All Funds

		Beginning Fund Balance	2017 Revenue	Total Sources	2017 Expenditures	Ending Fund Balance	Total Uses
1	**General Fund 001**	1,303,353	4,955,018	6,258,371	5,247,080	1,011,291	6,258,371
2	**Special Revenue Funds**						
3	101 Street Fund	132,101	216,993	349,094	238,210	110,884	349,094
4	107 Fire Impact Fees	183,770	71,720	255,490	255,490		255,490
5	108 Trans. Benefit District Fund	7,331	102,000	109,331	100,000	9,331	109,331
6	109 Traffic Mitigation Fees	74,255	400	74,655	74,655		74,655
7	**Utility Operating Funds**						
8	401 Water Fund	301,679	832,200	1,133,879	810,635	323,244	1,133,879
9	407 Sewer Fund	124,688	907,900	1,032,588	937,459	95,129	1,032,588
10	410 Stormwater Fund	101,824	389,800	491,624	413,830	77,794	491,624
11	**Capital Funds**						
12	310 Gen. Government CIP Fund	23,795	156,000	179,795	153,500	26,295	179,795
13	and REET 1	152,758	113,700	266,458	131,000	135,458	266,458
14	320 Street CIP Fund		1,528,108	1,528,108	1,528,108	-	1,528,108
15	and REET 2	152,411	113,700	266,111	135,226	130,885	266,111
16	402 Water Supply and Facility Fund	70,000	465,000	535,000	465,000	70,000	535,000
17	404 Water Capital Fund	177,147	125,500	302,647	136,000	166,647	302,647
18	408 Sewer Capital Fund	601,874	131,500	733,374	448,000	285,374	733,374
19	410 Stormwater Capital Fund	56,189	72,000	128,189	92,000	36,189	128,189
20	**Internal Service Fund 510**						
21	1 - Fire Equipment Repl Fund	40,318	200	40,518	15,000	25,518	40,518
22	2 - Street Equipment Repl Fund	183,503	47,300	230,803	25,000	205,803	230,803
23	3 - Police Equipment Repl Fund	26,087	163,150	189,237	189,237	-	189,237
24	**Total All Funds**	**3,713,083**	**10,392,189**	**14,105,272**	**11,395,430**	**2,709,842**	**14,105,272**

Total Black Diamond 2017 Preliminary Budget

$14,105,272

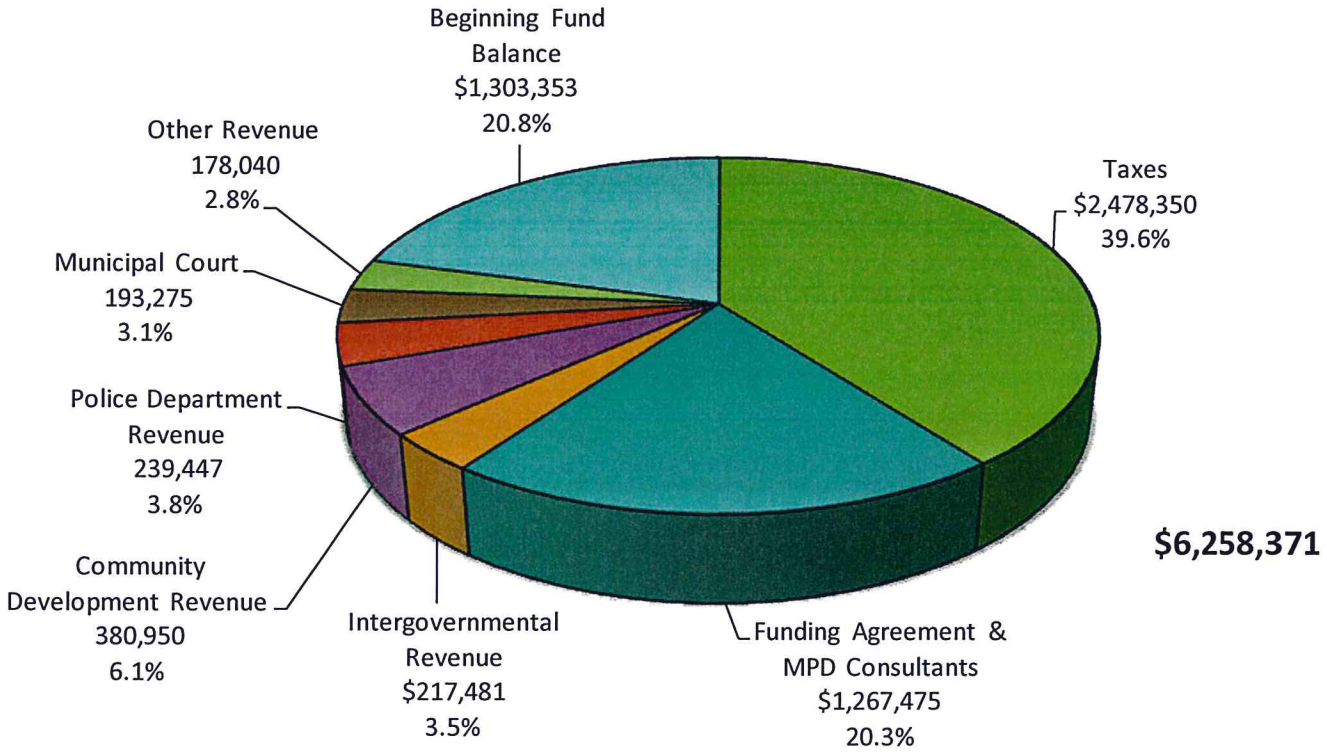


General Fund

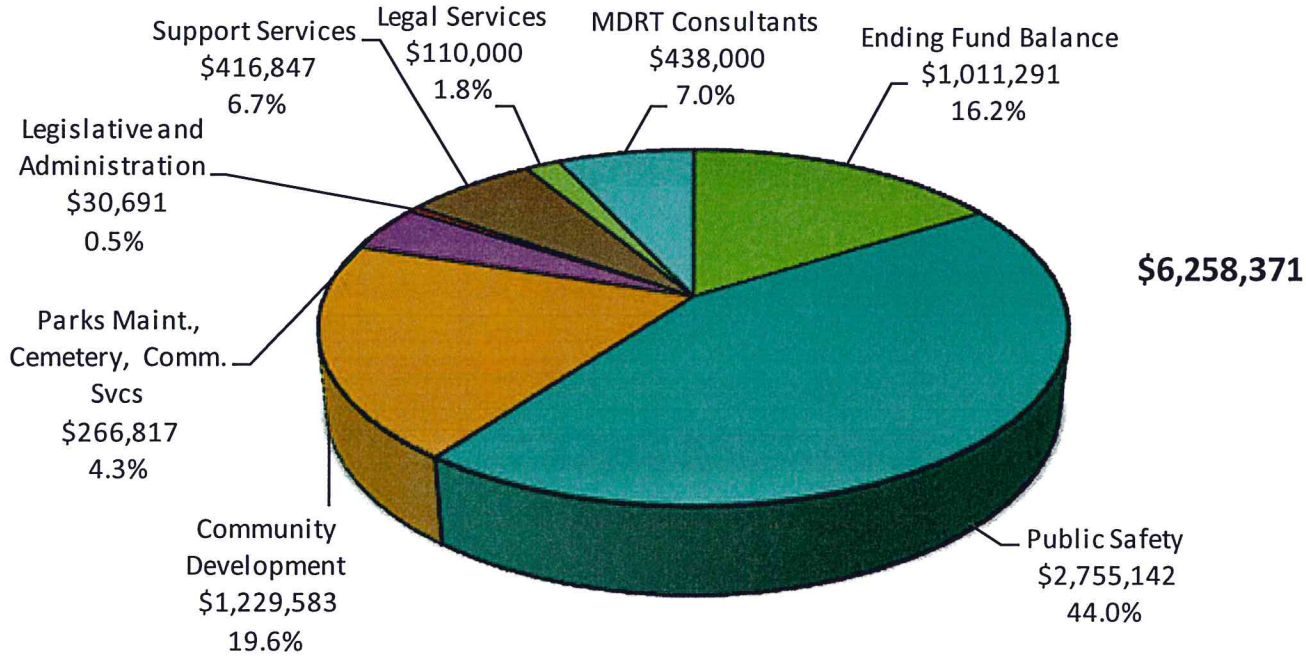
The General Fund is the primary fund of the City.
It is similar to a firm's general ledger account, and records all assets and liabilities of the entity that are not assigned to a special purpose fund. It provides the resources necessary to sustain the day-to-day activities and thus pays for administrative and operating expenses.

West side of Railroad Ave, looking south from the railroad depot, circa 1910

2017 DRAFT General Fund Sources



2017 DRAFT General Fund Uses



2017 DRAFT Preliminary 2017 Budget

	General Fund	2016 Budget	2016 Thru August	2016 Estimated Year End	2017 Budget	2016 to 2017 Budget Diff
1	**Total Beginning Cash and Investments**	**1,072,660**	**1,238,076**	**1,205,376**	**1,303,353**	**230,693**
2	***REVENUE***					
3	Property Tax	1,465,908	786,665	1,475,350	1,490,100	24,192
4	Sales Tax	326,250	269,747	350,000	385,000	58,750
5	Utility & Gambling Tax	563,500	415,579	594,800	603,250	39,750
6	Business & Other Licenses & Fees	22,000	22,695	23,000	23,500	1,500
7	Cable Franchise Fees	66,000	53,228	76,000	76,000	10,000
8	Land Use and Permit Fees (Comm. Dev)	181,310	159,488	315,000	380,950	199,640
9	Liquor Tax & Profits	54,750	32,558	55,150	56,481	1,731
10	State Sales Tax Assistance	78,460	40,806	90,000	95,000	16,540
11	KC EMS Levy, Recycle Grants	71,991	65,012	74,975	66,000	(5,991)
12	Police Grants, Crim Justice & Misc	152,215	176,827	239,688	239,447	87,232
13	Municipal Court Fines and Fees	109,521	87,521	122,305	193,275	83,754
14	Passports/(charge for services now cost alloc)	101,400	12,684	19,550	22,150	(79,250)
15	Parks, Cemetery & Misc Revenue	50,040	35,464	50,463	56,390	6,350
16	**Subtotal Operating Revenue**	**3,243,345**	**2,158,274**	**3,486,281**	**3,687,543**	**444,198**
17	Funding Agreement-MDRT	822,497	485,327	726,000	829,475	6,978
18	**Total Operating Revenue**	**4,065,842**	**2,643,601**	**4,212,281**	**4,517,018**	**451,176**
19	Developer Reimb-SEPA Legal	10,000				(10,000)
20	Developer Reimb-MDRT Consultants	438,000	197,180	438,000	438,000	0
21	**Total General Fund Sources**	**5,586,502**	**4,078,857**	**5,855,657**	**6,258,371**	**441,176**
22	***EXPENDITURES***					
23	Legislative-Council	15,711	7,108	15,400	15,814	103
24	Executive-Mayor	15,118	9,918	15,118	14,877	(241)
25	City Clerk/Human Resources	227,588	129,332	207,500	190,428	(37,160)
26	Finance*	181,014	133,340	195,000	212,773	31,759
27	Information Services	31,175	18,106	32,510	41,910	10,735
28	Legal Service	55,000	45,868	80,000	110,000	55,000
29	Legal-Pros Atty & Pub Defender	61,250	36,250	61,250	61,250	0
30	Municipal Court	168,769	107,650	165,400	232,041	63,272
31	Police Department	1,700,472	1,091,488	1,650,000	1,897,480	197,008
32	Fire Department	525,375	250,817	500,400	534,905	9,530
33	Recycle/Air Qual/Mntl Hlth/Anim Cont	32,166	13,437	32,166	24,366	(7,800)
34	Master Dev Review Team & Econ Dev	586,130	326,668	580,130	672,108	85,978
35	MDRT-FF&E costs	71,195	48,895	76,900	76,867	5,672
36	Hearing Examiner	5,000	615	2,000	5,000	0
37	Community Development	321,324	160,395	281,324	475,608	154,284
38	Facilities-Staff & Miscellaneous	47,876	32,466	48,350	51,572	3,696
39	Facilities Bldg Mtc-Lease & Maintenance	73,200	42,420	73,200	73,021	(179)
40	Emergency Management	5,000	402	2,000	5,100	100
41	Parks	51,206	30,284	51,200	55,131	3,925
42	Parks Museum	7,551	5,091	8,000	7,826	275
43	Parks Gym	11,316	6,514	10,716	8,406	(2,910)
44	Community Center Supplement				10,000	10,000
45	Cemetery	18,598	10,292	16,740	18,951	353
46	Central Svcs -Paper, Post, Printing, Cks	32,353	7,802	9,000	13,646	(18,707)
47	**Total Operating Expenditures**	**4,244,387**	**2,515,158**	**4,114,304**	**4,809,080**	**564,693**
48	Developer SEPA	10,000			0	(10,000)
49	Developer MDRT-Consultants	438,000	192,477	438,000	438,000	0
50	**Total Other Expenditures**	**448,000**	**192,477**	**438,000**	**438,000**	**(10,000)**
51	**Total Expenditures**	**4,692,387**	**2,707,635**	**4,552,304**	**5,247,080**	**554,693**
52	Ending Cash & Inv Bal Gen Govt	734,115	1,211,222	1,178,353	886,291	152,176
53	Ending Cash & Inv Bal Developer	160,000	160,000	125,000	125,000	(35,000)
54	**Total Ending Cash and Investments**	**894,115**	**1,371,222**	**1,303,353**	**1,011,291**	**117,176**
55	**Total General Fund Uses**	**5,586,502**	**4,078,857**	**5,855,657**	**6,258,371**	**671,869**

56 * Includes audit costs budgeted in 2015 and billed in 2016.

Ending Gen Govt. Fund Balance at 20.7%

	Functions Supported by Operating Revenue Sources	2016 Budget	2017 Budget	$ Change	% Change	Public Safety	General Govt	MDRT
	Beginning Cash and Investments	**1,072,660**	**1,303,353**	**230,693**	**21.5%**		**1,178,353**	**125,000**
	REVENUE							
1	**Public Safety Revenue Support**							
2	Property Tax	1,465,908	1,490,100	24,192	1.7%	1,490,100		
3	Utility and Gambling Tax	563,500	603,250	39,750		603,250		
4	Criminal Justice Sales Tax	110,600	116,532	5,932	5.4%	116,532		
5	Liquor Tax & Profits	54,750	56,481	1,731	3.2%	56,481		
6	Court Fines and Fees	109,521	193,275	83,754	76.5%	193,275		
7	EMS Levy Taxes	56,000	56,000	0	0.0%	56,000		
8	Police Grants, Charges for Service, Misc	41,615	122,895	81,280	195.3%	122,895		
9	**Subtotal Public Safety Revenue**	**2,401,894**	**2,638,533**	**236,639**	**9.9%**	**2,638,533**		
10	**General Government Support**							
11	Sales Tax	326,250	385,000	58,750	18.0%		385,000	
12	Land Use and Permitting Fees	181,310	380,950	199,640	110.1%		380,950	
13	State Sales Tax Assistance	78,460	95,000	16,540	21.1%	95,000		
14	Recycle and Misc. Grants	15,991	10,000	(5,991)	-37.5%		10,000	
15	Cable Franchise Fees	66,000	76,000	10,000	15.2%		76,000	
16	Parks and Cemetery Fees	47,540	47,540	0	0.0%		47,540	
17	Passport Fees	21,900	22,150	250	1.1%		22,150	
18	Business License Fees	22,000	23,500	1,500	6.8%	23,500		
19	Alloc for Software, Maint & CC Fees	79,500					0	
20	Other Misc. Fees and Charges	2,500	8,870	6,370	254.8%		8,870	
21	**Subtotal General Govt Revenue**	**841,451**	**1,049,010**	**207,559**	**24.7%**	**118,500**	**930,510**	
22	**Subtotal Operating Revenue**	**3,243,345**	**3,687,543**	**444,198**	**13.7%**	**2,757,033**	**2,108,863**	
23	Developer Funding Agreement	822,497	829,475	6,978	0.8%			829,475
24	**Total General Fund Operating Sources**	**5,138,502**	**5,820,371**	**681,869**	**13.3%**	**2,757,033**	**2,108,863**	**954,475**
25	***EXPENDITURES***							
26	Police Department	1,700,472	1,897,480	197,008	11.6%	1,897,480		
27	Fire Department	525,375	534,905	9,530	1.8%	534,905		
28	Recycle/Air Qual/Mntl Hlth/Animal Control	32,166	24,366	(7,800)	-24.2%	24,366		
29	Emergency Management	5,000	5,100	100	2.0%	5,100		
30	Municipal Court	168,769	232,041	63,272	37.5%	232,041		
31	Legal-Pros Atty & Pub Defender	61,250	61,250	0	0.0%	61,250		
32	**Subtotal Public Safety Expenditures**	**2,493,032**	**2,755,142**	**262,110**	**10.5%**	**2,755,142**		
33	Legislative-Council	15,711	15,814	103	0.7%		15,814	
34	Executive-Mayor	15,118	14,877	(241)	-1.6%		14,877	
35	City Clerk/Human Resources	227,588	190,428	(37,160)	-16.3%		109,928	80,500
36	Finance	181,014	212,773	31,759	17.5%		212,773	
37	Information Services	31,175	41,910	10,735	34.4%		41,910	
38	Legal Service	55,000	110,000	55,000	100.0%		110,000	
39	Master Dev Review Team & Econ Dev	586,130	672,108	85,978	14.7%			672,108
40	MDRT-FF&E costs	71,195	76,867	5,672	8.0%			76,867
41	Hearing Examiner	5,000	5,000	0	0.0%		5,000	
42	Community Development-Permitting	174,681	302,145	127,464	73.0%		302,145	
43	Community Development-Planning	146,643	173,463	26,820	18.3%		173,463	
44	Facilities-Staff & Miscellaneous	47,876	51,572	3,696	7.7%		51,572	
45	Facilities Bldg Mtc-Supplies & Maint	73,200	73,021	(179)	-0.2%		73,021	
46	Parks	51,206	55,031	3,825	7.5%		55,031	
47	Park's Museum	7,551	7,826	275	3.6%		7,826	
48	Park's Gym	11,316	8,506	(2,810)	-24.8%		8,506	
49	Community Center Supplement		10,000	10,000			10,000	
50	Cemetery	18,598	18,951	353	1.9%		18,951	
51	Central Svcs -Paper, Post, Printing, Checks	32,353	13,646	(18,707)	-57.8%		13,646	
52	**Subtotal Gen Govt Expenditures**	**1,751,355**	**2,053,938**	**302,583**	**17.3%**			
53	**Total Operating Expenditures**	**4,244,387**	**4,809,080**	**564,693**	**13.3%**	**2,755,142**	**1,224,463**	**829,475**
54	**Ending Cash and Investment Balance**	**894,115**	**1,011,291**	**117,176**	**13.1%**	**1,891**	**884,400**	**125,000**
55	**Total GF Operating Uses**	**5,138,502**	**5,820,371**	**681,869**	**13.3%**			

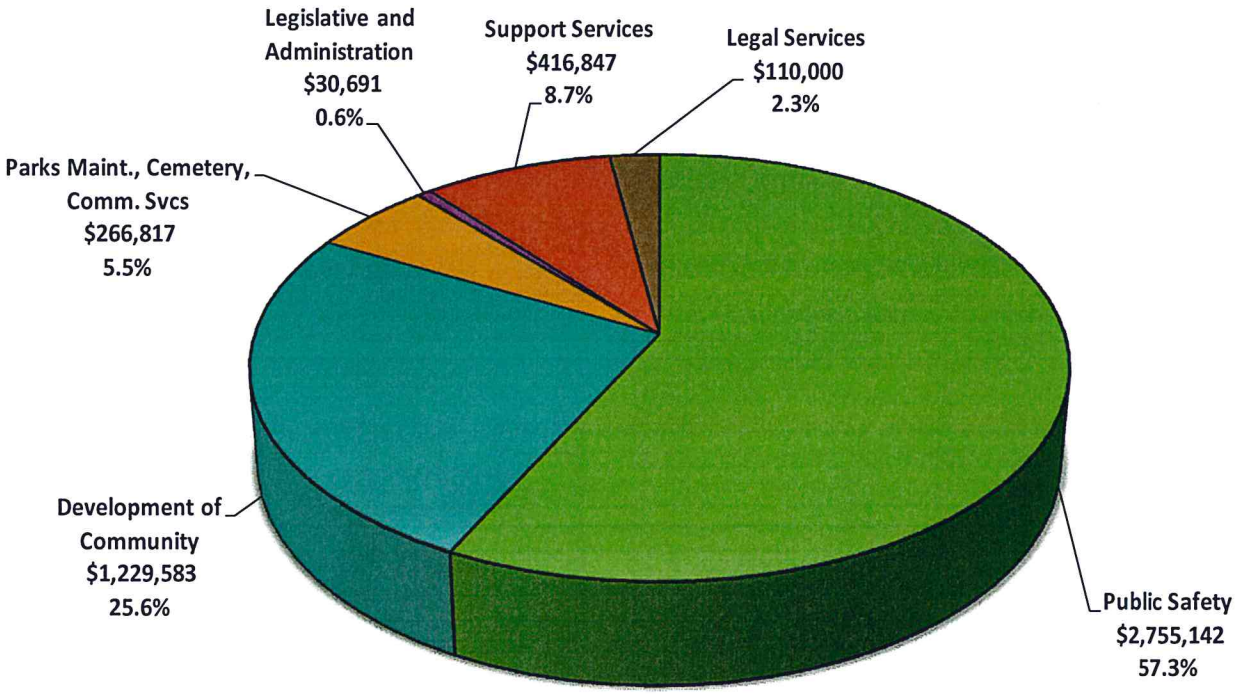
Note, Analysis does not include $438,000 in Consultant Revenues and Expenses related to MDRT

General Fund Expenditures Functional Summary

Functional Comparisons for 2015 - 2017

		2015 Actual	2016 Budget	2017 Budget	% of Total
1	Public Safety	2,300,154	2,470,886	2,755,142	57.3%
2	Development of Community	797,290	983,649	1,229,583	25.6%
3	Parks Maint., Cemetery, Comm. Svcs	251,663	263,088	266,817	5.5%
4	Legislative and Administration	27,002	30,829	30,691	0.6%
5	Support Services	400,647	440,995	416,847	8.7%
6	Legal Services	47,991	55,000	110,000	2.3%
7	**Total General Fund Operations**	**3,824,747**	**4,244,447**	**4,809,080**	**100.0%**

2017: $4,809,080

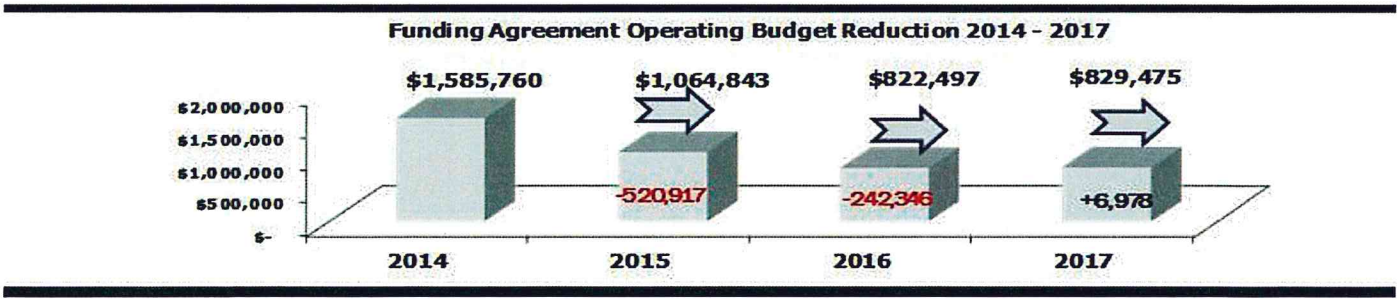


2017 General Fund Preliminary Budget - Expenditures

	General Fund Expenditures by Type	2016 Budget	2016 Thru August	2016 Estimated Year End	2017 Prelim Budget	2016 to 2017 Budget Change
	Public Safety					
1	Police Department	1,700,472	1,091,488	1,650,000	1,897,480	197,008
2	Fire Department	525,375	250,817	500,400	534,905	9,530
3	Municipal Court	168,769	107,650	165,400	232,041	63,272
4	Court Public Defender	37,250	20,250	37,250	37,250	0
5	Prosecuting Attorney	24,000	16,000	24,000	24,000	0
6	Recycle/Air Qual/Ment Health/Anim Contrl	32,166	13,437	32,166	24,366	(7,800)
7	Emergency Management	5,000	402	2,000	5,100	100
8	**Total Public Safety**	**2,493,032**	**1,500,044**	**2,411,216**	**2,755,142**	**262,110**
9	**Community Development**					
10	Com Development/Permitting	201,688	96,169	174,681	302,145	100,457
11	Com Development/Planning	119,636	64,226	106,643	173,463	53,827
12	Com Development-Hearing Examiner	5,000	615	2,000	5,000	0
13	Master Development Review Team	657,325	375,563	657,030	748,975	91,650
14	**Total Dev of Community**	**983,649**	**536,573**	**940,354**	**1,229,583**	**245,934**
15	**Parks Maint., Cemetery, Comm. Svcs**					
16	Buildings & Grounds Maintenance	139,943	86,491	117,066	140,825	882
17	Parks Maintenance	51,206	30,284	51,200	55,131	3,925
18	Cemetery Maintenance	18,598	10,292	16,740	18,951	353
19	Community Center Supplement				10,000	10,000
20	Information Technology Mtc.	31,175	18,106	32,510	41,910	10,735
21	**Tot Parks Maint., Cemetery, Comm. Svc**	**240,922**	**145,173**	**217,516**	**266,817**	**25,895**
22	**Legislative & Administration**					
23	Legislative-Council	15,711	7,108	15,400	15,814	103
24	Executive-Mayor	15,118	9,918	15,118	14,877	(241)
25	**Total Legislative & Administration**	**30,829**	**17,026**	**30,518**	**30,691**	**(138)**
26	**Support Services**					
27	City Clerk/Human Resources	227,588	129,332	207,500	190,428	(37,160)
28	Finance	181,014	133,340	195,000	212,773	31,759
29	Central Services	32,353	7,802	9,000	13,646	(18,707)
30	**Total Support Services**	**440,955**	**270,474**	**411,500**	**416,847**	**(24,108)**
31	**Legal Services**					
32	General Legal Services	30,000	30,131	50,000	60,000	30,000
33	Public Disclosure Legal Review	5,000	4,061	10,000	5,000	0
34	Labor Contract & Employee Legal	10,000	9,037	12,000	25,000	15,000
35	Lawsuits and Other	10,000	2,640	8,000	20,000	10,000
36	**Total Legal Services**	**55,000**	**45,868**	**80,000**	**110,000**	**55,000**
37	**Subtotal General Fund Operating Exp.**	**4,244,387**	**2,515,158**	**4,091,104**	**4,809,080**	**564,693**
38	SEPA (State Environmental Policy Act)	10,000				(10,000)
39	Developer MDRT Consultants	438,000	192,477	438,000	438,000	0
40	**Total General Fund Expenditures**	**4,692,387**	**2,707,635**	**4,529,104**	**5,247,080**	**554,693**
41	Ending Cash and Investments	734,115	1,211,222	1,166,553	851,291	117,176
42	Ending Cash and Investments Dev	160,000	160,000	160,000	160,000	-
43	**Total General Fund Uses**	**5,586,502**	**4,078,857**	**5,855,657**	**6,258,371**	**671,869**

Funding Agreement

	MDRT Master Development Review Team	2017 Funded FTE	2014 Audited Budget	2015 Budget	2016 Budget	2017 Budget
1	MDRT & Economic Development Director	1.00	143,563	146,509	148,362	194,841
2	Comm Dev Director-FT -Jan-June 2014		58,270			
3	Comm Dev/Nat Res Dir.	0.25	37,308	75,842	67,520	38,000
4	Construction Support	1.00	123,745	143,681	135,800	178,824
5	MDRT Sr Planner-	0.75	71,160	95,226	97,800	122,795
6	MDRT Senior Accountant/Adm Asst	1.00	73,736	75,419	77,974	75,958
7	Pub Works, Finance					20,000
8	City Clerk/Resources Manager	0.50	148,117	146,816	153,256	80,500
9	**Subtotal MDRT Staff**	**4.50**	**655,899**	**683,493**	**680,712**	**710,918**
10	MDRT-Expenses		33,659	32,500	38,673	41,690
11	MDRT-Alloc PW Dir, Finance			30,000	20,000	
12	MDRT One Vehicle/Computers		30,000	50,000		
13	FF&E- MDRT		61,129	81,505	83,112	76,867
14	**Total MDRT**	**4.50**	**780,687**	**877,498**	**822,497**	**829,475**
17	**Balance of Core Agreement (254)**					
18	Public Works Director		74,620	19,774		
19	Natural Res Parks Dir-Jan-June 2014		74,616			
20	Comm Dev/Hr Director-50% July-Dec 2014		37,308	19,488		
21	Information Svs-Contracted		92,176	12,985		
22	Finance Director		123,725	31,661		
23	Deputy Finance Director		111,990	29,064		
24	Permit Center Supervisor 2014 Budget		103,041			
25	Re-allocate vacant Permit Center Supervisor		(94,977)			
26	Core Planner -Contract thru 3/19/14		52,200	21,246		
27	Add Permit Center Tech-Feb-Dec 2014		37,636	11,123		
28	Facilities Equipment Coordinator		80,418	24,805		
29	Subtotal Core Balance @ 2.65 months		692,753	170,146	0	0
30	Core 2015 FF&E-limited wind-down @ 2.65 Months		112,320	17,199		
31	**Total Core balance @ 2.65 months**		**805,073**	**187,345**	**0**	**0**
32	**Total Funding Agree Op Costs-Funding Revenue**		**1,585,760**	**1,064,843**	**822,497**	**829,475**
33	MDRT Legal & Consulant Reimb		485,000	470,000	438,000	438,000
34	**Grand Total Funding Agreement**		**2,070,760**	**1,534,843**	**1,260,497**	**1,267,475**
35	**2015 - 2017 Budget Change**			**(520,917)**	**(242,346)**	**6,978**



Since 2014, the Funding Agreement has been reduced by $756,285, or 47.7%.

General Fund Beginning Balance

	Beginning General Fund Balance	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
1	Beginning Cash and Invest. City	644,198	842,524	912,660	1,045,376	1,178,353	265,693	29.1%
2	Beginning Cash and Invest. Dev	299,129	190,103	160,000	160,000	125,000	(35,000)	-21.9%
3	**Total Beginning Cash & Investments**	**943,327**	**1,032,627**	**1,072,660**	**1,205,376**	**1,303,353**	**230,693**	**21.5%**

General Fund Revenue

The General Fund budget refers to the expenditures and revenues associated with the delivery of City services in Black Diamond that are funded with property, sales, and utility taxes, charges & fees, and state shared revenues. Services provided under the General Fund include police and fire, municipal court, parks maintenance, building permits, development review and administrative functions in the City. The General Fund includes close to one half of Black Diamond's total budget.

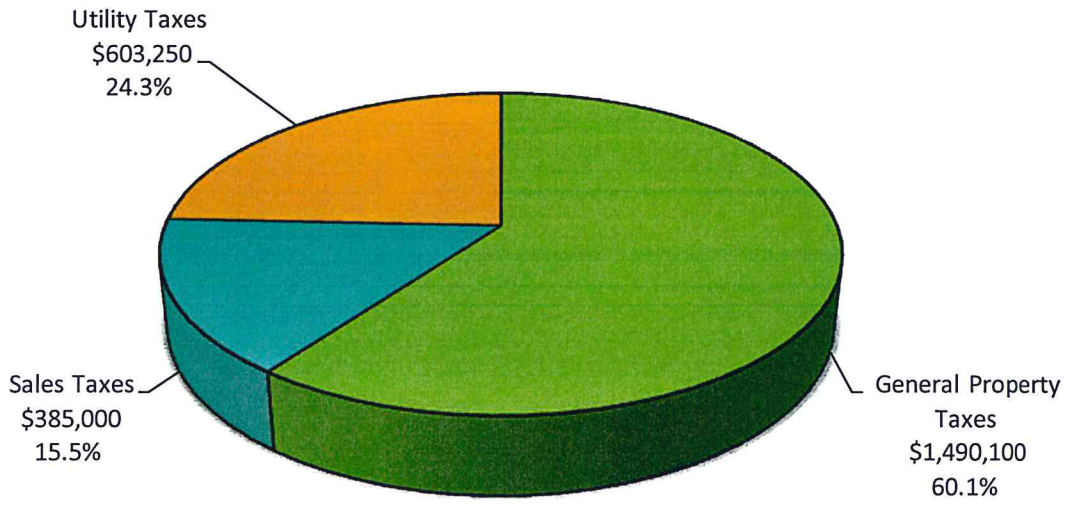
	Top Twenty General Fund Revenue Sources	Budget 2017
1	General Property Taxes	1,490,100
2	Sales Taxes	385,000
3	Electrical Utility Tax	235,000
4	Municipal Court Fines and Fees	193,275
5	Plan Check and Land Use Fees	191,300
6	Building Permits	189,650
7	Local Criminal Justice Tax	116,532
8	Sales Tax Assistance from State	95,000
9	Police Traffic School	95,000
10	Telephone Utility Tax	82,000
11	Cable TV Utility Tax	80,000
12	Cable Franchise Fees	76,000
13	Stormwater Utility Tax	66,600
14	Liquor Board Tax & Profits	56,481
15	KC EMS VLS Contract	56,000
16	Sewer Utility Tax	50,400
17	Water Utility Tax	43,400
18	Solid Waste Utility Tax	42,000
19	Parks: Parking & Gym Fees	34,940
20	Business Licenses	23,500

General Fund Taxes

Locally levied taxes represent Black Diamond's largest portion of revenues of $2,478,350 or 56% of the City's General Fund operating revenue. Taxes include real and personal property tax, local sales tax, utility taxes on utility services (water, sewer, stormwater, electric, gas, cable and telephone) and gambling taxes. A 5.2% increase of $122,692 is estimated in 2017. The sales tax estimation increase of 18% is due to trend, as increased development and remodeling is picking up. Property taxes have increased slightly, due to +1% and new construction. Estimates for electrical and utility taxes have been budgeted according to trend.

	General Fund Tax Revenue	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
1	General Property Taxes	1,438,113	1,460,777	1,465,908	1,475,350	1,490,100	24,192	1.7%
2	Sales Taxes	302,927	311,926	326,250	350,000	385,000	58,750	18.0%
3	Electrical Tax	220,845	214,323	211,000	232,100	235,000	24,000	11.4%
4	Water Utility Tax	39,520	45,137	40,900	42,150	43,400	2,500	6.1%
5	Stormwater Utility Tax	63,798	64,348	64,000	65,900	66,600	2,600	4.1%
6	Sewer Utility Tax	43,683	45,400	44,900	45,800	50,400	5,500	12.2%
7	Solid Waste Tax	32,834	36,716	32,800	40,000	42,000	9,200	28.0%
8	Cable TV Utility Tax	72,109	78,378	76,000	79,000	80,000	4,000	5.3%
9	Telephone Tax	106,162	96,506	90,000	86,000	82,000	(8,000)	-8.9%
10	Gas Utility Tax	366	289	300	250	250	(50)	-16.7%
11	Pull Tabs and Punch Board Tax	3,604	2,866	3,600	3,600	3,600	-	0.0%
12	**Total General Fund Taxes**	**2,323,960**	**2,356,665**	**2,355,658**	**2,420,150**	**2,478,350**	**122,692**	**5.2%**

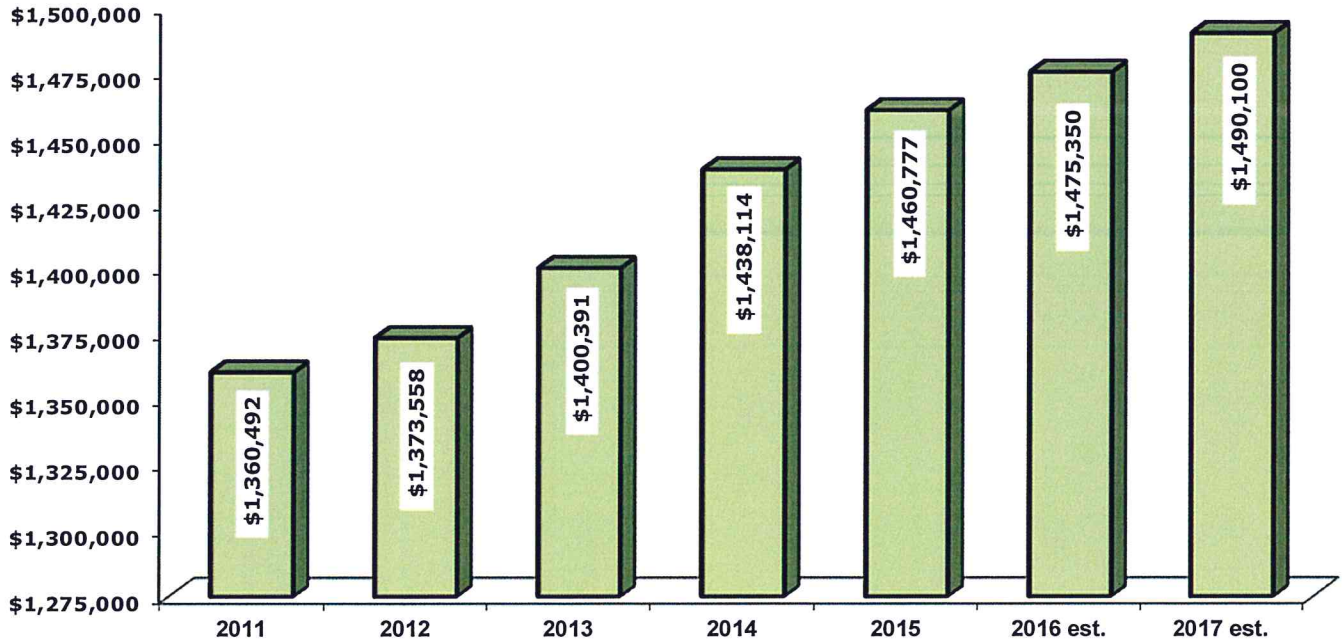
2017 General Fund Tax Revenue
$2,478,350



Property taxes make up 60.1% of the General Fund's tax revenue and estimated to generate $1,490,100 in revenue for the City in 2017. All revenues from property taxes go directly to the General Fund to support public safety for police, fire protection and emergency services. The City of Black Diamond depends heavily on property tax collections, as the City has a small commercial base to generate sales tax revenue.

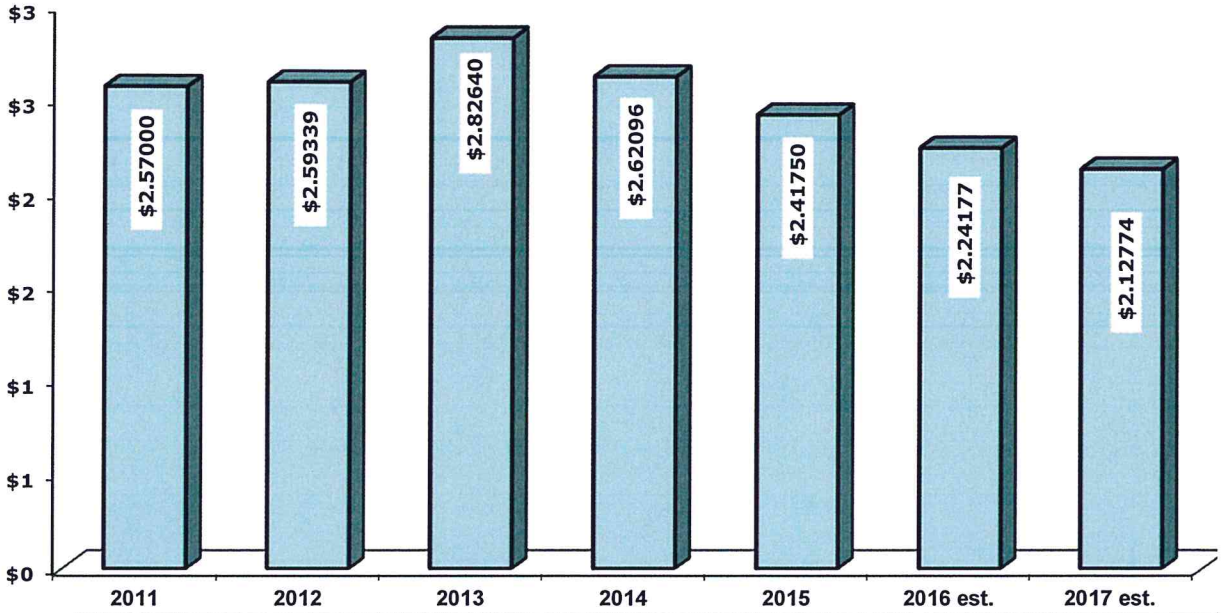
In Washington cities such as Black Diamond, property tax increases are limited to a 1% total dollar annual increase per year unless voters approve a lid-lift or larger percent increases. King County sets assessed valuation on property and calculates levy rates. Each taxing authority receives a portion of the tax amount, which King County collects and then passes on. In Black Diamond, there are four school districts with separate rates, so depending on which school district the property is in, the taxing amount will vary.

Property Tax Collection, Levy Rates and 2017 Budget



Regular Levy Base	998,553	1,360,492	1,373,558	1,400,391	1,438,114	1,462,890	1,481,033
1% Increase	9,986	13,605	13,736	14,004	14,381	14,629	14,810
New Construction	3,147	6,461	4,256	11,833	3,145	11,905	13,907
Annexations	0						
Adjustments	348,806	-6,999	8,841	11,886	5,137	-14,074	
Total Property Taxes	**$1,360,492**	**$1,373,558**	**$1,400,391**	**$1,438,114**	**$1,460,777**	**$1,475,350**	**$1,508,686**
Levy Rate	**2.57000**	**2.59339**	**2.82640**	**2.62096**	**2.41750**	**2.24177**	**2.12774**
Allowable Levy	3.10	3.10	3.10	3.10	3.10	3.10	3.10
Assessed Valuation	**$532,915,592**	**$539,094,772**	**$501,195,551**	**$552,587,146**	**$595,242,973**	**$659,796,088**	**$709,056,241**

DRAFT Property Tax Levy Rates and 2017 Preliminary Budget



	2011	2012	2013	2014	2015	2016 est.	2017 est.
Regular Levy Base	998,553	1,360,492	1,373,558	1,400,391	1,438,114	1,462,890	1,481,033
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Levy Rate per $1000 AV	**$ 2.57000**	**$ 2.59339**	**$ 2.82640**	**$ 2.62096**	**$ 2.41750**	**$ 2.24177**	**$ 2.12774**
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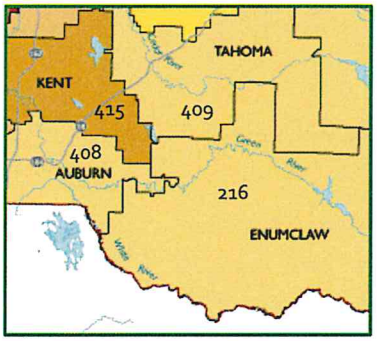
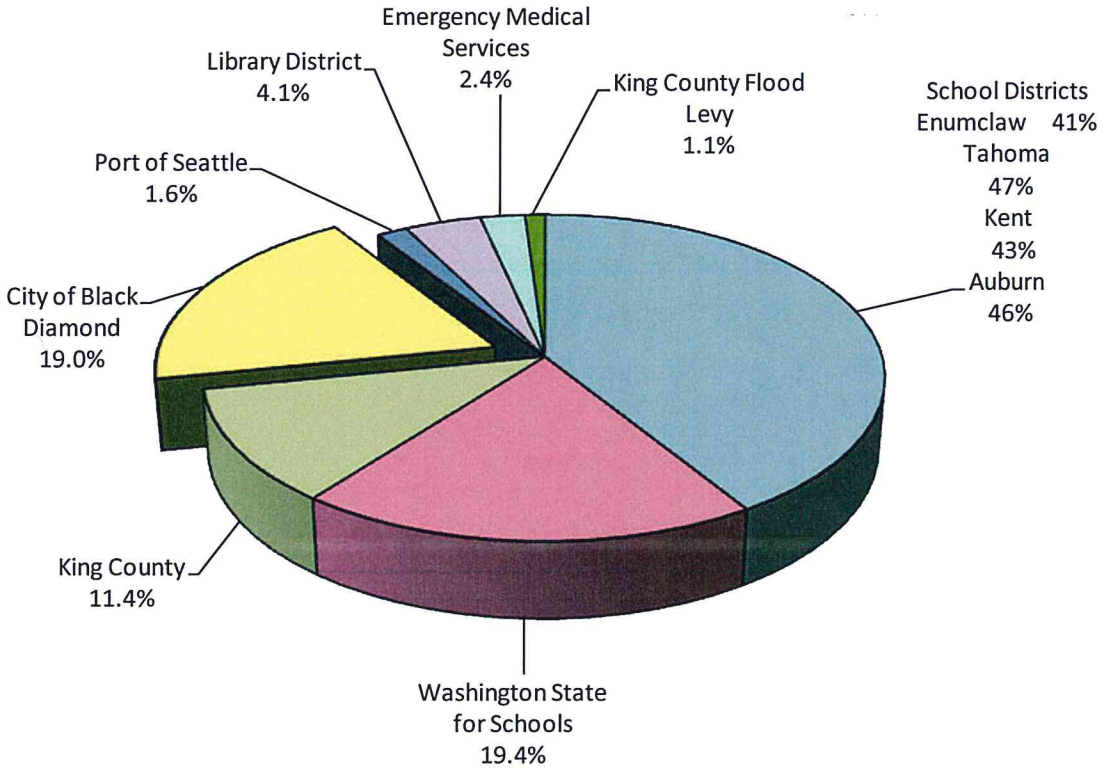


Black Diamond School Districts

The total property tax rates in Black Diamond vary because of the four different school districts within our city limits. **2016 Rates**	**Enumclaw**	**Tahoma**	**Kent**	**Auburn**
Local School District	4.84	6.17	5.34	5.83
Washington State for Schools	2.29	2.29	2.29	2.29
King County	1.34	1.34	1.34	1.34
City of Black Diamond	2.24	2.24	2.24	2.24
Port of Seattle	.19	.19	.19	.19
Library District	.48	.48	.48	.48
Emergency Medical Services	.28	.28	.28	.28
King County Flood Levy	.13	.13	.13	.13
Total Levy Rate	**$11.79**	**$13.13**	**$12.30**	**$12.79**

2016 Property Tax - Total Distribution



Black Diamond receives between 17% and 19% of the total property tax collected depending on which school district the property is in. In the Enumclaw district in 2016, if a home was appraised at $350,000, the tax collected is $11.79 X 350, or $4,126.50, and the Black Diamond portion of that total is $784 for 2016. See below.

King County Taxing District	Levy Rate per $1000 in Value	Percent of Property Taxes Collected	2016 Annual Tax on a $350,000 Home	Monthly Tax on a $350,000 Home
Port of Seattle	.19	1.6%	$66.02	$5.50
State Schools	2.29	19.4%	$800.54	$66.71
EMS Levy	.28	2.4%	$99.04	$8.25
King County	1.34	11.4%	$470.42	$39.20
Floods and Ferries	.13	1.1%	$45.39	$3.78
School District - Enumclaw	4.84	41%	$1691.86	$140.99
Library District	.48	4.1%	$169.19	$14.10
Subtotal	**9.55**		**$3342.46**	**$278.54**
Black Diamond	2.24	19%	$784.04	$65.34
Grand Total	**11.79**	**100%**	**$4126.50**	**$343.88**

Sales Tax revenue for the 2017 budget is forecast to be $385,000 or 15.6% of General Fund tax revenue. For every $100 spent in Black Diamond, $8.60 is collected by the State and is shared by various jurisdictions. These jurisdictions include our city, Washington State, King County and Criminal Justice programs. Black Diamond receives a bit less than 10% of the total.

Black Diamond's sales tax revenues are dependent on retail sales of products and services sold or delivered to Black Diamond, as well as tax on new construction material. In fact, a considerable portion of our sales taxes are collected for construction services such as installing, repairing, cleaning, improving and other home services.

Sales taxes are higher in Washington than many other states, and are our State's largest revenue source, but because there are no income taxes collected in Washington State, the sales tax is necessarily higher, so the impacts of taxation should be looked at collectively.

There are exemptions to sales tax collection in Washington. Common exemptions include:

- Food
- Prescription Drugs
- Sales to Nonresidents
- Federal Government Sales
- Sales to Indians or Indian Tribes

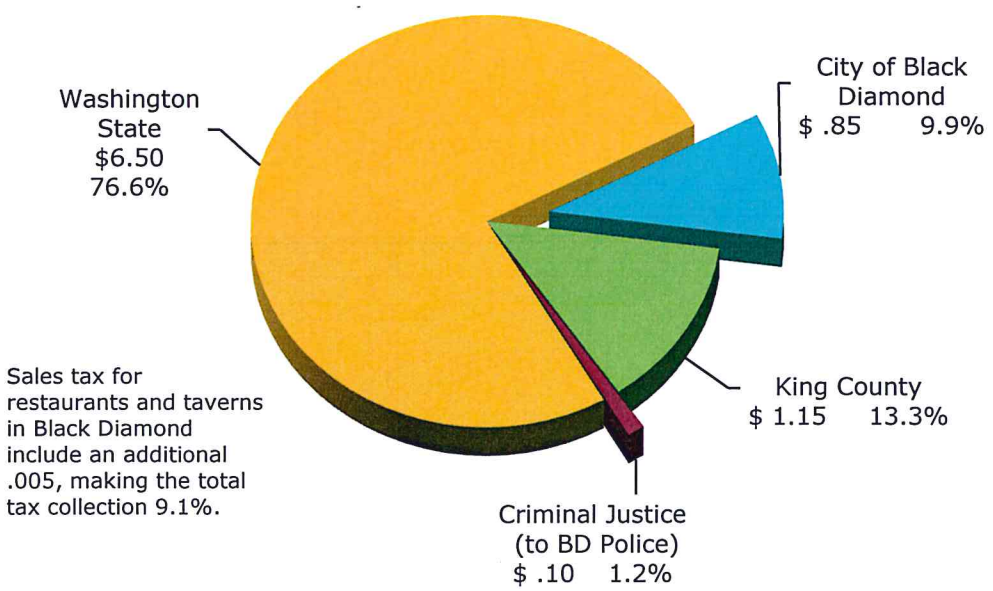
Black Diamond Sales Tax Revenue

2011	2012	2013	2014	2015	2016 est	2017 Budget
$297,333	$262,974	$290,795	$302,927	$311,927	$350,000	$385,000

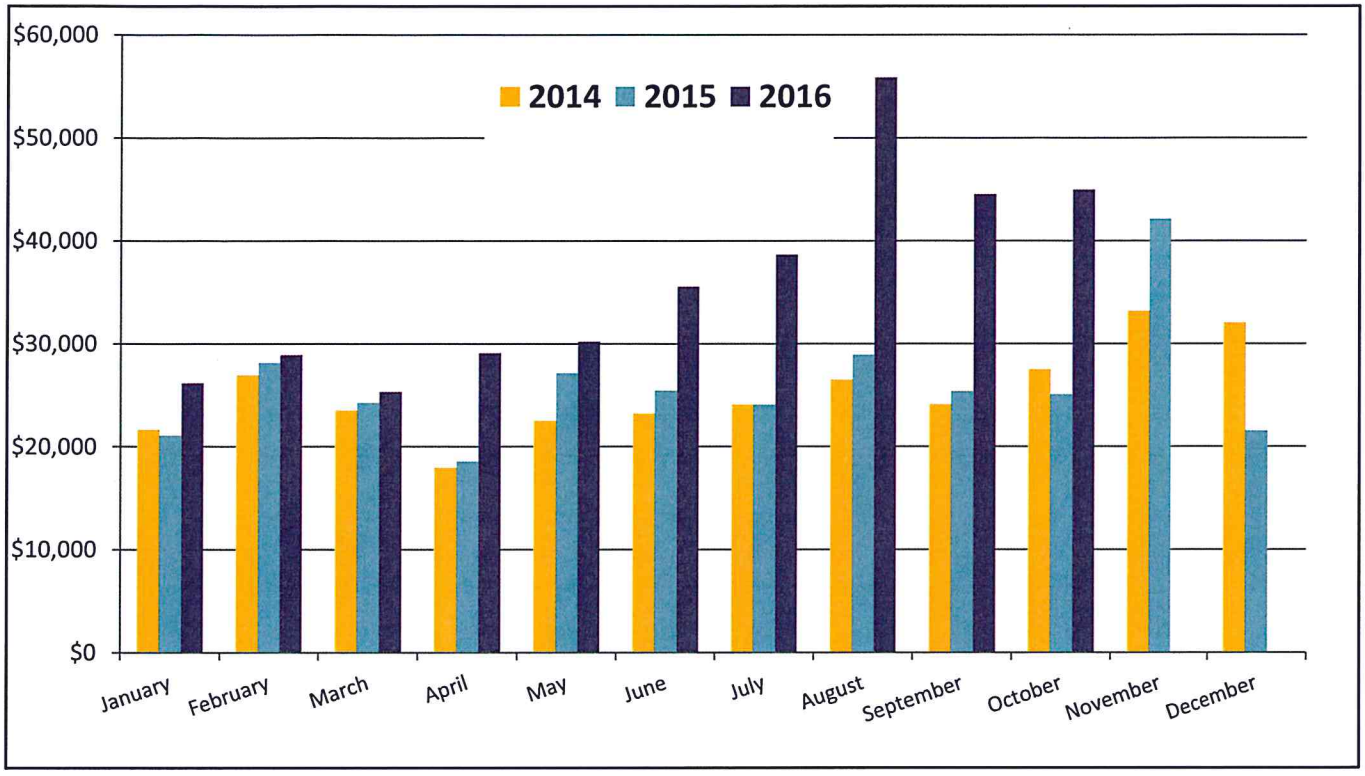
City of Black Diamond
2016 Sales Taxes

Taxed amount is 8.6% of retail sales

Based on a $100 sale, retail sales tax collected is $8.60, and is distributed the following way:



Black Diamond Historical Sales Tax Collection by Month

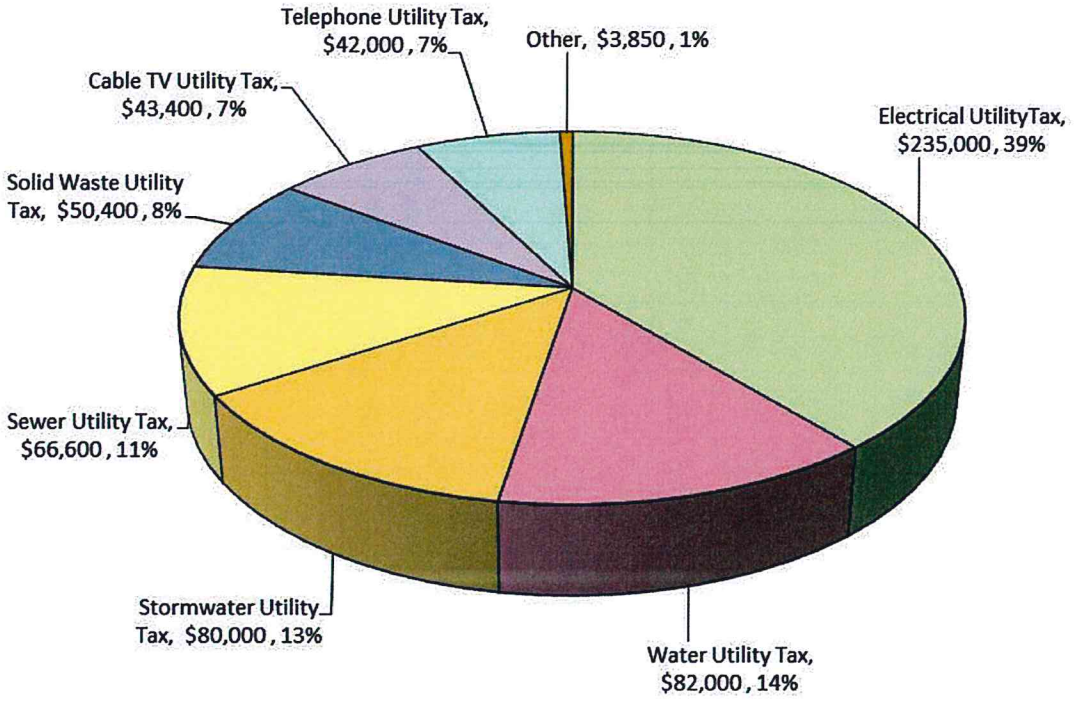


Criminal Justice taxes are an additional local sales/use tax of 0.1 percent to be used for criminal justice programs. This tax is levied by the county and is imposed countywide, but the receipts are shared with King County cities, based on population. Of the revenues collected for criminal justice, 1 percent is retained for administration, 10 percent is distributed to the county and 90 percent goes to cities on a per-capita basis based on their official April 1 populations. Black Diamond's population is currently 4,305.

Utility Taxes are collected for the City at the rate of 6% for electrical, telephone, cable TV, sewer, water and gas utilities. The stormwater utility tax is 18%. Overall in 2017, utility taxes have been estimated to reflect recent trend.

	Utility Tax Revenue	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
1	Electrical Tax	220,845	214,323	211,000	232,100	235,000	24,000	11.4%
2	Water Utility Tax	39,520	45,137	40,900	42,150	43,400	2,500	6.1%
3	Stormwater Utility Tax	63,798	64,348	64,000	65,900	66,600	2,600	4.1%
4	Sewer Utility Tax	43,683	45,400	44,900	45,800	50,400	5,500	12.2%
5	Solid Waste Tax	32,834	36,716	32,800	40,000	42,000	9,200	28.0%
6	Cable TV Utility Tax	72,109	78,378	76,000	79,000	80,000	4,000	5.3%
7	Telephone Tax	106,162	96,506	90,000	86,000	82,000	(8,000)	-8.9%
8	Gas Utility Tax	366	289	300	250	250	(50)	-16.7%
9	Pull Tabs and Punch Board Tax	3,604	2,866	3,600	3,600	3,600	-	
10	**Total Utility Taxes**	**582,921**	**583,962**	**563,500**	**594,800**	**603,250**	**39,750**	**7.1%**

2017 Utility Tax Revenue
$603,250



Intergovernmental Revenue includes grants, entitlements, shared revenues and payments for goods and services provided to the City from the State or other governmental entities. They include per capita distributed revenues such as liquor excise and profit taxes and state and federal grants.

The City receives State assistance funds approved by the passage of ESSB 6050. This legislation was intended to provide ongoing financial assistance to cities and counties that have a low sales tax base and are having difficulty providing basic services. These funds were created by diverting a small portion of the Washington State real estate excise tax from the Public Works Trust Fund. As State taxes increase, they can share more with cities.

	Intergovernmental Revenue	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
1	Sales Tax Assistance from State	72,192	89,563	78,460	90,000	95,000	16,540	21.1%
2	Liquor Excise Tax	7,836	11,380	18,600	19,000	20,104	1,504	8.1%
3	Liquor Board Profits	37,052	36,626	36,150	36,150	36,377	227	0.6%
4	Recycle Grant-KC WRR Grant	10,000	10,000	10,000	9,018	10,000	-	0.0%
5	KC Recycle Grant D37318D	5,944	5,991	5,991	9,963		(5,991)	-100.0%
6	KC EMS VLS Contract	54,704	55,302	56,000	55,994	56,000	-	0.0%
7	**Total Intergovernmental Rev**	**187,728**	**208,862**	**205,201**	**220,125**	**217,481**	**12,280**	**6.0%**

Community Development Revenue includes fees related to land use and construction activities such as plan checks and land use fees, building, mechanical and plumbing permits. This revenue does not include revenues from the Master Plan Development staff reviews. Estimates next year are promising, as this office's indications show significant increases in building activity.

	Community Development Revenue	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
1	Building Permits	43,609	71,224	80,000	188,000	164,750	84,750	105.9%
2	Mechanic Permits	5,048	7,313	12,000	12,000	12,000	-	0.0%
3	Plumbing Permits	4,268	4,439	10,000	5,000	7,000	(3,000)	-30.0%
4	Other Permits	1,946	3,883	3,500	16,900	5,900	2,400	68.6%
5	**Total Permits**	**54,871**	**86,858**	**105,500**	**221,900**	**189,650**	**84,150**	**79.8%**
6	Plan Check Fees	30,493	45,616	60,000	50,000	110,000	50,000	83.3%
7	Fire Plan Check Fees	773	2,005	2,000	2,000	3,000	1,000	50.0%
8	Land Use Fees	7,484	9,460	4,500	15,000	30,000	25,500	566.7%
9	Shoreline Fees	840	4,069	2,000	15,000	20,000	18,000	900.0%
10	Other Misc. Fees	4,525	7,711	1,210	4,000	11,500	10,290	850.4%
11	**Total Land Use and Misc. Fees**	**44,115**	**68,860**	**69,710**	**86,000**	**174,500**	**104,790**	**150.3%**
12	Hearing Examiner	692	880	1,000	1,000	1,000	-	-
13	Cost Recovery & Other Fees	4,084	7,437	5,000	6,000	15,700	10,700	214.0%
14	Copying Services, Map Sales	280	143	100	100	100	-	0.0%
15	Deposits and Pass Through	8,674	14,669	-			-	
16	**Total Community Development Rev**	**112,715**	**178,847**	**181,310**	**315,000**	**380,950**	**199,640**	**110.1%**

Police Department Revenue includes largely intergovernmental funding including grants, criminal justice funds and payments for police services provided by the City to other governmental entities. Other revenue includes traffic school, gun permits and fingerprinting revenue as well as donations and other minor sources. An increase in the criminal justice distribution is expected next year.

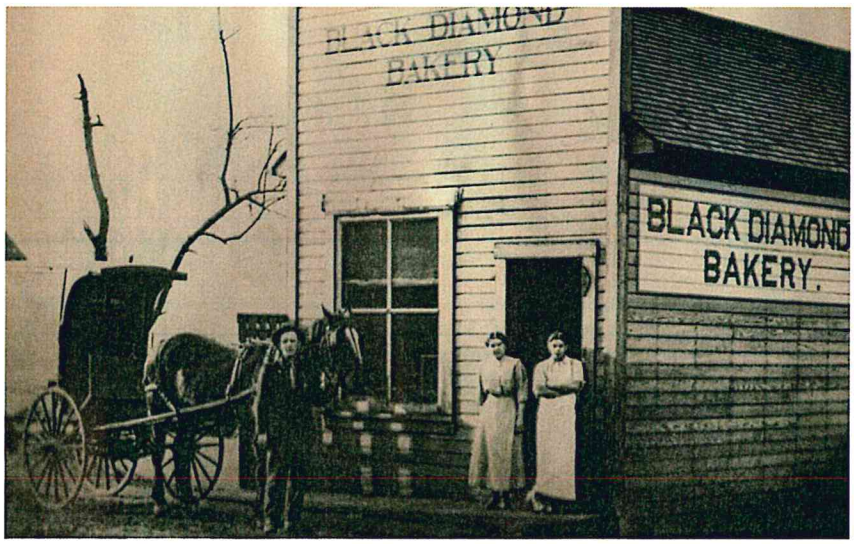
	Police Department Revenue	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
1	Criminal Justice Distribution	104,811	112,697	110,600	116,100	116,532	5,932	5.4%
2	Police Traffic School Fee	13,018	23,672	15,000	85,000	95,000	80,000	533.3%
3	Vessel Registration Boat Safety	12,391	12,515	12,515	12,073	12,515	-	0.0%
4	Overtime and Off Duty Reimb	12,040	23,953	6,000		3,000	(3,000)	-50.0%
5	Grants	4,509	5,154	3,900	17,587	5,200	1,300	33.3%
6	Gun Permits and Fingerprinting	1,405	1,357	1,300	2,300	2,300	1,000	76.9%
7	Work Crew/Electronic Monitoring	1,305	1,245	1,500	900	1,200	(300)	-20.0%
8	DUI Cost Recovery	1,493	3,370	-	2,600	2,700	2,700	
9	Donations	2,166	500	600	500	500	(100)	-16.7%
10	Records and Services	795	676	800	2,628	500	(300)	-37.5%
11	**Total Police Deptartment Revenue**	**153,934**	**185,139**	**152,215**	**239,688**	**239,447**	**87,232**	**57.3%**

Municipal Court Revenue has been estimated upward in 2017 due to the hiring of a new traffic officer. This revenue comes from the City's portion of fines and forfeits collected on citations and fees. Traffic citations contribute close to 67% of this department's revenue. In 2016, the Court saw a significant increase in cases filed. As of August, there have been 1,470 filings with a projected total of over 2,200. This includes both criminal and noncriminal cases.

	Municipal Court Revenue	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
1	Court Traffic Infractions	58,176	62,561	60,000	66,000	130,000	70,000	116.7%
2	Administration/Correction Fees	21,176	21,425	18,400	22,500	25,000	6,600	35.9%
3	Court Criminal Traffic Misdemeanors	8,620	4,070	7,000	6,480	7,000	-	0.0%
4	Court Parking Fines	7,155	9,294	7,046	5,500	6,000	(1,046)	-14.8%
5	Court DUI Fines	3,793	3,168	5,000	2,600	3,000	(2,000)	-40.0%
6	Court Interest	5,967	4,540	5,000	5,000	6,000	1,000	20.0%
7	Court Cost Recoopment	4,501	4,302	4,000	4,000	5,000	1,000	25.0%
8	Court Mand. Insurance Costs	1,872	2,544	2,400	9,000	9,000	6,600	275.0%
9	Court Other Fees	3,518	659	675	1,225	2,275	1,600	237.0%
10	**Total Municipal Court Revenue**	**114,777**	**112,563**	**109,521**	**122,305**	**193,275**	**83,754**	**176.5%**

Cable Franchise Fees and Business Licenses are collected from a 5% cable franchise fee. Business license revenue helps cover the cost of public safety.

	Cable Franchise & Bus. License Revenue	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
1	Cable Franchise Fees	62,438	67,171	66,000	76,000	76,000	10,000	15.2%
2	Business License	21,995	23,090	22,000	23,000	23,500	1,500	6.8%
3	**Total Cable Fran/Busin. License**	**84,433**	**90,261**	**88,000**	**99,000**	**99,500**	**11,500**	**13.1%**



Historical Destination Restaurant – The Black Diamond Bakery since 1902

Other General Fund Revenue sources include parking fees at Lake Sawyer, passport revenue, gym rental, the cemetery, and allocation of revenue from other city funds, for General Fund services and supplies. The State has changed the accounting of allocations to credit the expenditure side of the budget, and is the reason for the decrease.

	Other General Fund Revenue	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
1	Passport Revenue	20,534	19,319	21,900	19,550	22,150	250	1.1%
2	Lake Sawyer Parking Fees	21,536	24,214	25,000	22,500	25,000	-	0.0%
3	Gym Rental -Teen Programs	-	4,627	7,500	6,800	7,500	-	0.0%
4	Gym Rental- Jazzercise Contract	-	2,203	2,440	2,200	2,440	-	0.0%
5	Cemetery Revenue	10,371	6,267	12,600	9,000	12,600	-	0.0%
6	Other Charges for Service	784	6,755	4,000	3,263	1,400	(2,600)	-65.0%
7	Central Service Allocation			20,500			(20,500)	-100.0%
8	General Fund Allocation			55,000			(55,000)	-100.0%
9	Animal Control Refund						-	
10	Interest and Other Reimbursements	7,108	37,382	2,500	6,700	7,450	4,950	198.0%
11	**Total Other Gen Fund Revenue**	**60,332**	**100,765**	**151,440**	**70,013**	**78,540**	**(72,900)**	**-48.1%**

Funding Agreement revenue includes the General Fund portion of the Funding Agreement of ongoing costs in 2017.

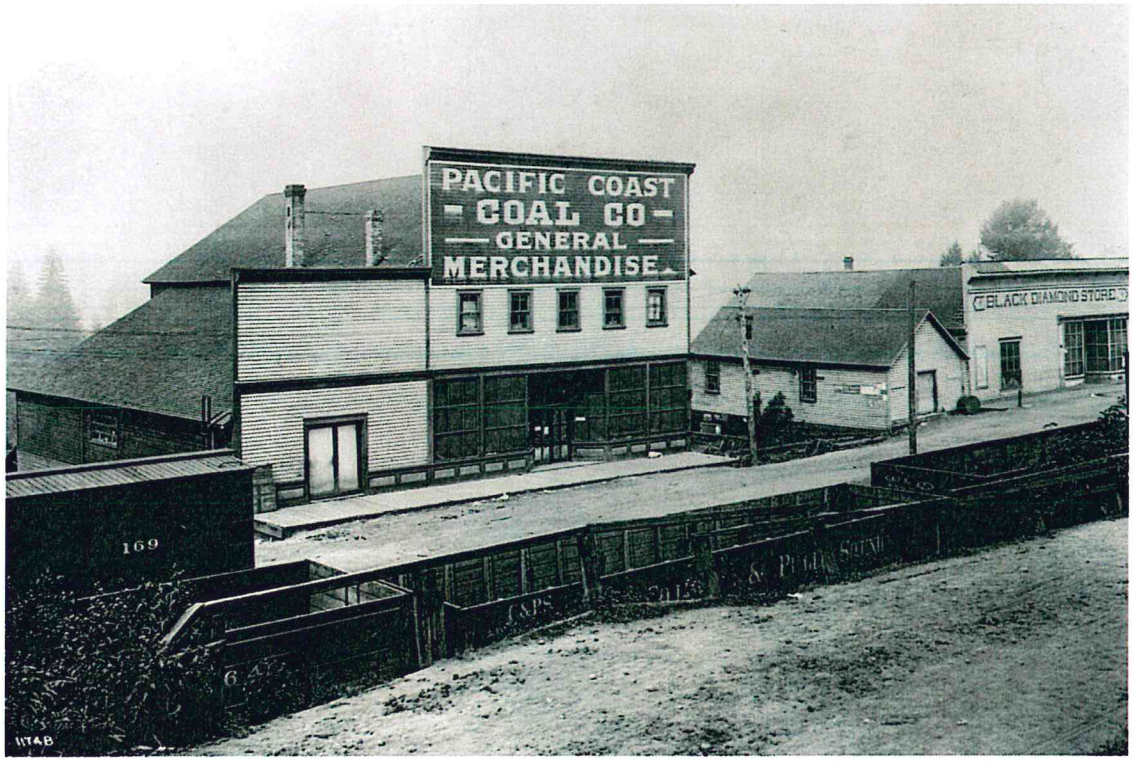
	Funding Agreement Revenue	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
1	Partner - Funding Agreement	1,328,939	764,250	822,497	726,000	829,475	6,978	0.8%
2	**Total General Fund Oper REV**	**4,366,819**	**3,997,352**	**4,065,842**	**4,212,281**	**4,517,018**	**451,176**	**11.1%**

	MPD SEPA Revenue	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
3	Miscellaneous Reimbursement	96,496	198	10,000			(10,000)	-100.0%
	Funding Agreement Consultant REV	**2014 Actual Audited**	**2015 Actual**	**2016 Budget**	**2016 Estimated Year End**	**2017 Prelim Budget**	**Bdgt $ Chg inc/(dec)**	**Bdgt % Chg inc/(dec)**
4	MDRT-Civil Engineering Reimburse	243,827	310,115	250,000	250,000	250,000		
5	MDRT-Legal Reimbursement	20,001	47,937	50,000	50,000	50,000		
6	MDRT-Traffic Reimbursements	14,050	(11,400)	30,000	30,000	30,000		
7	MDRT- Environmental Reimbursement	13,507	22,733	30,000	30,000	30,000		
8	MDRT-Hearing Exam-Pim Plat	377	16,724	30,000	30,000	30,000		
9	MRDT-Geotech Reimbursement	6,331	3,660	25,000	25,000	25,000		
10	MDRT-CH2M HIll	-	70,695					
11	MRDT-Surveyor Reimbursement	-	7,385	20,000	20,000	20,000		
12	MDRT-Fiscal Reimbursements	26,037	731	3,000	3,000	3,000		
13	**Total MDRT Consultants/SEPA Rev**	**420,626**	**468,780**	**448,000**	**438,000**	**438,000**	**(10,000)**	**-2.2%**

The MDRT Consultant costs are 100% reimbursed by the MDRT Developer.

Total General Fund Sources

	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
Grand Total General Fund Revenue	5,730,772	5,498,759	5,586,502	5,855,657	6,258,371	671,869	12.0%



The Company Store: Black Diamond was a company town and the company owned practically everything. Families could buy houses, but the company leased them the land on which the houses stood for one dollar a month. Later the town would have a company store, where workers could buy goods with the cost deducted from their paychecks. A miner worked 10-hour days, for $1.50 a day.

General Fund Expenditures by Department

Legislative – City Council - Expenditures

This department budget supports the five Councilmembers who are elected to serve four-year terms at large, and represent all Black Diamond residents.

The City Council accomplishes City business during regular meetings and work studies each month. Council duties include approving the annual budget, authorizing inter-local agreements and contracts and deliberating on and passing ordinances and resolutions to set City policies. Four Councilmembers receive a stipend of $160 per month, and the Mayor Pro Tem receives $200 per month.

Legislative - City Council	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
Wages	9,880	10,080	10,080	10,080	10,080	-	
Benefits	821	830	831	835	835	4	0.5%
Subtotal Salaries and Benefits	10,701	10,910	10,911	10,915	10,915	4	0%
Services	1,081	1,076	4,800	4,485	4,900	100	2.1%
Total Department	**11,782**	**11,986**	**15,711**	**15,400**	**15,815**	**104**	**0.7%**

The budget for the Council increased $104 in 2017.

Executive – Mayor's Office - Expenditures

The Mayor is the Chief Executive Officer of Black Diamond and is directly elected by popular vote by the citizens of Black Diamond for a four-year term. Mayoral duties include overseeing City administration, presiding over all meetings of the Council, signing and enforcing all ordinances, appointing and removing appointed officials, signing contracts entered into by the City, and representing the City in meetings and events held outside of Black Diamond.

The Mayor is paid a stipend of $1,000 per month. Other costs include travel and fees for the Association of Washington Cities Annual Conference and Mayor's Exchange.

Executive	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
Wages	12,000	12,000	12,000	12,000	12,000	-	
Benefits	1,001	1,055	1,068	1,068	1,077	9	0.8%
Subtotal Salaries and Benefits	13,001	13,055	13,068	13,068	13,077	9	0.1%
Supplies	8	-	-				
Services	1,497	1,961	2,050	2,050	1,800	(250)	-12.2%
Total Department	**14,507**	**15,016**	**15,118**	**15,118**	**14,877**	**(241)**	**-1.6%**

City Clerk/Human Resources - Expenditures

The City Clerk and Human Resource office is responsible for managing the City's official records, including retention, archival and destruction, and processing all requests for public records; oversight of Council meetings, including agenda development and transcribing the official minutes; providing legal notices to the public regarding City business; coordinating elections; maintaining personnel files, interpretation of personnel policies and procedures, supporting the recruiting process, business licensing and also maintaining and developing the City's website.

This department includes the City Clerk/Human Resources Manager, Deputy City Clerk and a 5% allocation of the Administrative Assistant 2. Also reflected in this budget are service expenses for voter costs of $26,800, code updates at $3,500, postage for passports, insurance, training, advertising and other Clerk related expenditures.

The City Clerk/HR position is 50% reimbursed per the funding agreement.

City Clerk/Human Resources	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
Wages	140,270	124,197	133,602	133,602	106,594	(27,008)	-20.2%
Benefits	63,176	64,043	65,924	57,289	48,431	(17,493)	-26.5%
Subtotal Salaries and Benefits	203,445	188,239	199,526	190,891	155,025	199,526	100%
Supplies	70	255	200	200	200	-	
Services	16,603	26,657	27,862	16,409	35,203	7,341	26.3%
Total Department	**220,119**	**215,151**	**227,588**	**207,500**	**190,428**	**(37,160)**	**-16.3%**

The City Clerk/HR's budget declined by 16.3% due to the City Clerk allocation of 30% of Salaries and Benefits to Street, Water, Sewer and Stormwater Funds.

Finance - Expenditures

The Finance Department is responsible for safeguarding the City's assets by insuring maximum utilization of revenues, providing financial support to City departments and recording and reporting accurate and timely financial information to the State, elected officials and to the citizens of Black Diamond.

This Department provides the services of financial planning and reporting, accounting, accounts receivable, accounts payable, payroll processing, cost accounting, utility tax collections, cash and investment management and debt service. Finance prepares the Annual Budget, the Comprehensive Annual Financial Report, Capital Improvement Plan, reports and monthly financial updates.

The Finance Director leads the department. There is also a Deputy Finance Director and a Senior Accountant. The Finance staff is allocated partially to the Utility Funds.

Finance	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
Wages	216,760	171,634	173,466	173,466	186,291	12,825	7.4%
Benefits	36,560	30,565	32,652	36,200	44,729	12,077	37.0%
Allocations	-	(35,769)	(35,000)	(35,000)	(30,000)	5,000	-14.3%
Subtotal Salaries & Benefits	253,321	166,430	171,118	174,666	201,020	29,902	17.5%
Supplies	272	111	300	300	300	-	0%
Services	14,559	9,460	9,596	20,034	11,453	1,857	19.4%
Total Department	**268,152**	**176,002**	**181,014**	**195,000**	**212,773**	**31,759**	**17.5%**

The increase in salaries and benefits is primarily due to the part time Senior Accountant position conversion to full time. The Funding Agreement reimburses Finance $10,000 for the support the department provides the MDRT team. The Finance Director and Deputy Director are allocated $20,000 for capital projects, CIP management and WSFFA.

Information Services - Expenditures

The City contracts for technology services with the City of Milton at a significant cost savings from prior years. Tech support is budgeted for $41,900 in 2017, an increase of $10,735 from the 2016 budget. This increase is due to one additional day per week needed to implement CIP Technology upgrades.

Information Technology	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
Wages							
Benefits	(99)						
Subtotal Salaries and Benefits	(99)	-	-				
Supplies	39						
Services	45,718	27,739	31,175	32,510	41,910	10,735	34.4%
Total Department	**45,659**	**27,739**	**31,175**	**32,510**	**41,910**	**10,735**	**34.4%**

The Information Technology specialist is putting in extra time at the City. There are some major server project change outs and upgrades scheduled for 2017, as was identified in the Capital Improvement Program this year.

Legal Department – Expenditures

The City Attorney provides civil legal service, preparing and review of ordinances and other legal documents to which the City is a party, maintaining up-to-date legal research materials including pending and adopted state legislation with municipal impact and personnel matters. A percentage of legal costs are shared with the MDRT, Street and Utility Fund budgets. The Legal Department's budget has gone up in 2017 largely due to legal rate increases, union contract costs and an increase in public disclosure requests.

Legal	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
General Government	41,442	17,889	30,000	44,500	60,000	30,000	100%
Employment	15,538	2,135	5,000		5,000	-	0%
Union Negotiation	46,270	25,543	5,000	15,000	25,000	20,000	400%
Public Disclosure	7,344	2,380	5,000	7,500	10,000	5,000	100%
Other Legal	122,263	44	10,000	13,000	10,000	-	0%
Total Department	**232,857**	**47,992**	**55,000**	**80,000**	**110,000**	**55,000**	**100%**

Municipal Court - Expenditures

The Black Diamond Municipal Court operates adjacent to the Police Department on Lawson Street, and is a court of limited jurisdiction. From 2011 to 2015, the Court has averaged 1,064 filings per year. In 2016, the Court has seen a significant increase in cases filed. As of August, there have been 1,470 filings with a projected total of over 2,200. This includes both criminal and noncriminal cases. These cases involve infractions, misdemeanors and gross misdemeanors. Other matters such as felony cases are filed and disposed of in King County Superior Court.

Court is in session, and is open to the public the 2nd and 4th Wednesday of each month. Budget for the Court includes contracted services provided by a Judge, one full time Court Administrator and an increase in budget from a part time on-call Court Clerk to a full time position to support the increased volume of filings. Budget is also provided for security and other miscellaneous expenses such as interpreters, office supplies and training.

Municipal Court	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
Wages	72,532	86,355	87,939	87,930	128,544	40,605	46.2%
Benefits	21,100	24,547	26,202	25,820	47,105	20,903	79.8%
Subtotal Salaries and Benefits	93,632	110,902	114,141	113,750	175,649	61,508	53.9%
Supplies	1,525	1,579	2,600	2,600	2,600	-	0%
Services	13,659	18,016	18,028	19,050	19,792	1,764	9.8%
Protem Judge	24,000	24,000	24,000	20,000	24,000	-	0%
Police Security OT	7,128	8,966	10,000	10,000	10,000	-	0%
Total Department	**139,944**	**163,463**	**168,769**	**165,400**	**232,041**	**63,272**	**37.5%**

Court Legal	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
Court Legal-Pros Attorney	24,000	24,000	24,000	24,000	24,000	-	
Court Legal-Public Defender	37,000	30,250	36,000	36,000	36,000	-	
Public Defender-Interpreters	-	-	500	500	500	-	
Public Defender - Investig.	-		750	750	750	-	
Total Department	**61,000**	**54,250**	**61,250**	**61,250**	**61,250**	**-**	

Mine Rescue Team

Police Department - Expenditures

Black Diamond Police Vision

With our values at the forefront, the Black Diamond Police Department will be an open, friendly, and community-minded organization devoted to quality public service. We aspire to be a model of character and service. We will emphasize the development of professional knowledge and leadership skills at every level of our organization. We will promote an atmosphere of public trust and confidence through professional conduct, being responsive to community needs, and accountable to those we serve.

Black Diamond Police Mission Statement

The Black Diamond Police Department will strive to maintain the trust and confidence of our citizens through proactive policing and demonstration of our core values.

In May of 2016, Safe Wise listed Black Diamond as the 9th safest city in Washington State; up from 22nd from 2015. A key component of how we keep our crime rate low is taking a proactive approach to crime prevention and being highly visible within the community.

Other responsibilities in our department include proactive crime prevention tactics, problem-solving in a collaborative manner with community groups, crime reduction action plans, criminal investigations, traffic enforcement, accident investigations, traffic school education, reserve officer program, and instruction of the DARE program.

The 2017 budget request includes filling one frozen officer position. This new position will serve primarily as a commercial vehicle enforcement/traffic officer.

Police Department	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
Wages	954,202	874,826	928,973	848,842	1,011,189	82,216	8.9%
Benefits	332,946	316,796	339,944	360,000	423,124	83,180	24.5%
Subtotal Salaries and Benefits	1,287,148	1,191,622	1,268,917	1,208,842	1,434,313	165,396	13.0%
Supplies	50,726	36,890	51,000	45,000	45,700	(5,300)	-10.4%
Services	79,165	86,381	79,469	89,000	88,823	9,354	11.8%
Safety Equipment	17	7,760	1,500	1,000	2,500	1,000	66.7%
Jail Costs	39,324	64,295	53,500	46,000	43,000	(10,500)	-19.6%
Building Maintenance	22,588	20,653	23,485	24,500	23,460	(25)	-0.1%
Civil Service	1,129	1,036	3,100	10,158	7,000	3,900	125.8%
Communications	134,570	164,478	179,301	185,000	207,784	28,483	15.9%
Marine	19,540	11,485	14,500	14,700	15,400	900	6.2%
Criminal Justice	18,584	21,620	25,700	25,800	29,500	3,800	14.8%
Total Department	**1,652,792**	**1,606,221**	**1,700,472**	**1,650,000**	**1,897,480**	**197,008**	**11.6%**

Police Calls for Service

2011	2012	2013	2014	2015	2016 thru July
2095	2220	2466	2503	2989	2042

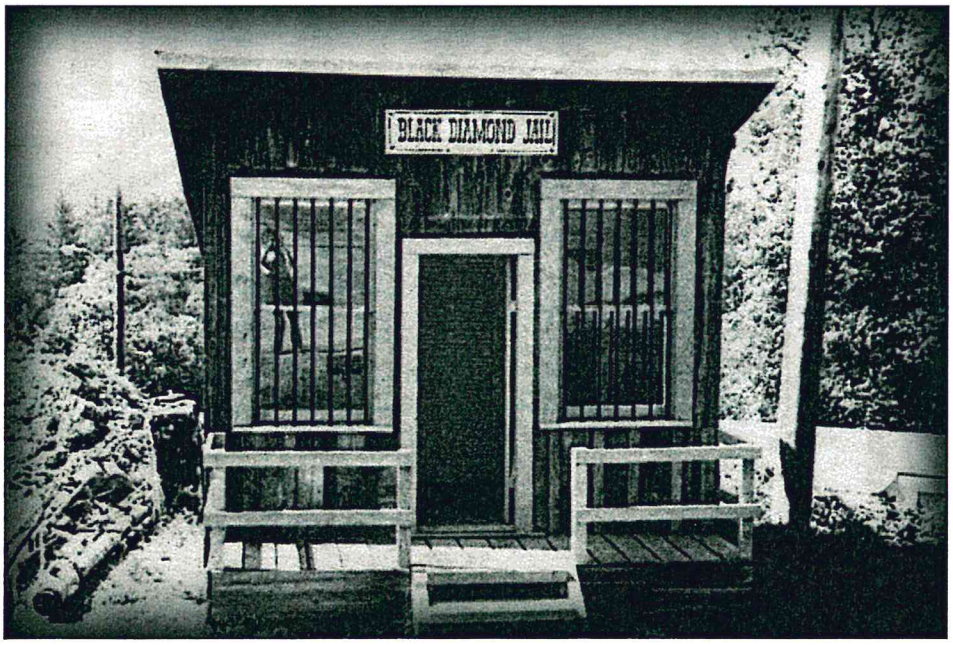
Communications

Communications is broken down into several categories including, Valley Communications costs (dispatch, MDC, net motion, access charges), King County 800 MHz radio cost, Auburn's monitoring of after-hours WSP access, telephone, cell phone, DSL, King County I-Net, WSP Access (this is going from $178.00 to $200.00, effective Jan. 1st, 2017), postage, and King County Maintenance and Repair (which covers both in-car radios and portables), cell phones (which now serve as our "hot spot" connectivity to MDC-Internet). I estimate 2-3 antennas ($31.00/each) and 2-3 batteries ($34.00/each) and clips. The 2017 costs are estimated to be $40.79 and 2018 increasing to $42.75.

Jail Services-Prisoners and Detention

The Jail Service budget covers the cost of confinement, electronic home monitoring, work crew, and medical costs associated with offenders serving time through Black Diamond Municipal Court. Our primary booking facilities are the Enumclaw Jail (daily rate of $60.00), Issaquah (daily rate of $97.00/no booking fee) and the SCORE Jail. SCORE Jail charges daily rates of $157 per prisoner. The King County Correctional Facility (KCCF) is used as a back-up facility. In addition, prisoners who have certain medical conditions, such as mental health concerns or who pose an unusual danger to themselves or others are booked into the KCCF (2017 rates are $188.33 daily fee plus booking fee of $193.90). Yakima County is currently used for long term sentences only. Yakima's current contract rate is a daily rate of $54.75.

The Court continues to utilize alternatives to incarceration where appropriate. The City currently has a contract with King County work crew. The City also utilizes several home monitoring companies for those who are sentenced to those conditions. The City will continue working with the courts to insure that these alternatives are being used for any eligible offenders.



1910 Black Diamond Jail - restored and displayed at the Black Diamond Museum

Fire Department - Expenditures

The City of Black Diamond contracts with Mountain View Fire and Rescue, formerly King County Fire District No. 44, for fire services. The department's responsibilities include providing a minimum of two personnel on duty 24 hours a day, seven days a week in Black Diamond and providing rescue, fire suppression, fire prevention, fire marshal services, emergency medical services, disaster services, hazardous materials response , dispatch services, administrative services and public education activities to citizens. Fire investigation services are contracted through the King County Sheriff's Department. The 4 percent increase in the 2017 budget recognizes cost of living increases agreed to in the 2008 Interlocal Agreement between the City and Fire District.

Fire Department	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
Fire District 44 Services	449,912	460,710	495,011	495,011	514,825	19,814	4.0%
KC Fire Investigation	1,715	1,214	2,000	2,000	2,000	-	0%
Fire Annexation Study			25,000			(25,000)	-100%
Other Operating Costs	2,869	3,224	3,364	3,389	18,080	14,716	437.5%
Total Department	**454,496**	**465,148**	**525,375**	**500,400**	**534,905**	**9,530**	**1.8%**

The Franklin Hotel burned down in 1919

Emergency Management includes the purchase of emergency supplies and emergency training for employees.

Emergency Management	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
Supplies	184	277	2,500		2,500	-	
Training	-	-	2,500	2,000	2,600	100	4.0%
Total Department	**184**	**277**	**5,000**	**2,000**	**5,100**	**100**	**2.0%**

Special Programs Animal Control costs are paid to King County for services to Black Diamond. The King County Mental Health program includes chemical abuse and dependency services that are partially funded with a 2% portion of quarterly liquor profits, and liquor excise tax revenue from cities in the county. The Puget Sound Clean Air Assessment is a per capita fee paid to this agency for the protection of air quality in the area. The Recycle Program is 100% funded through King County's Solid Waste Division, and includes a grant for recycling events and educational materials.

Special Programs	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
Animal Control	9,293	10,795	10,000	10,000	7,000	(3,000)	-30.0%
Puget Sound Clean Air Assess	2,262	2,910	3,111	3,111	3,111	-	0.0%
KC Mental Health	845	962	1,000	1,000	1,200	200	20.0%
Recycling Program	14,944	14,991	18,055	18,055	13,055	(5,000)	-27.7%
Total Department	**27,344**	**29,658**	**32,166**	**32,166**	**24,366**	**(7,800)**	**-24.2%**

1946 Aerial Photo of Black Diamond

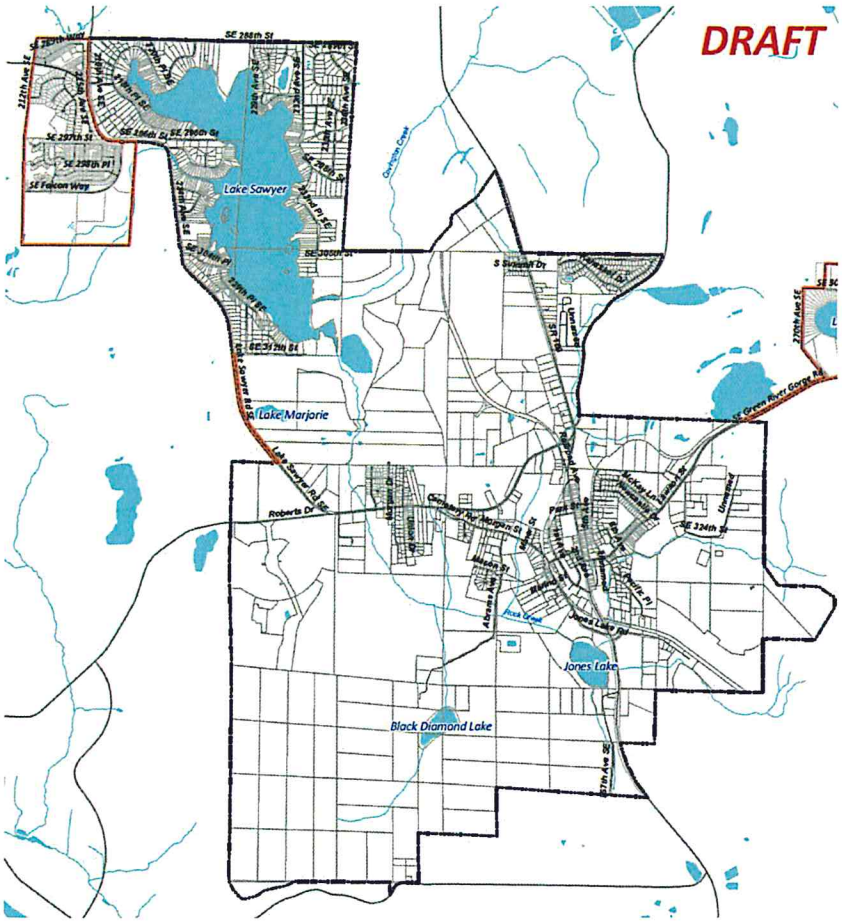
Community Development - Expenditures

This department provides for the City's long-range planning, and land use and building permitting functions. The department also provides staffing to the City Planning Commission and performs code enforcement activities to address nuisances, code violations, and other issues. The department consists of a Director and a part-time Permit Technician. The City entered into a cost-saving interlocal (ILA) agreement with Maple Valley for building and planning services. Our City's share of the budget in 2017 is $100,000 for the Building Official and $10,000 for a shared Plans Examiner.

The 2017 budget increased with a full time onsite Planner, as well as another full time Permit Technician. Increased building activity as well as inspections for the Black Diamond Elementary School requires the increased budget.

Community Development	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
Permitting							
Wages	46,824	48,310	53,477	41,000	151,904	98,427	184.1%
Benefits	9,974	11,182	12,870	12,000	48,966	36,096	280.5%
Allocations					(30,000)		
Subtotal Salaries and Benefit	56,798	59,491	66,347	53,000	170,870	134,523	202.8%
Supplies	1,341	776	1,450	1,450	1,650	200	13.8%
Services	17,324	15,340	18,884	17,397	32,625	13,741	72.8%
Building Official (ILA)	28,208	33,800	48,000	48,000	100,000	52,000	108.3%
Plans Examiner (ILA)	17,615	12,333	40,000	38,000	10,000	(30,000)	-75.0%
Total Permitting	121,286	121,740	174,681	157,847	315,145	35,941	20.6%
Planning							
Wages	18,207	29,356	35,166	26,000	95,678	60,512	172.1%
Benefits	7,937	10,151	12,097	12,097	51,929	39,832	329.3%
Subtotal Salaries & Benefits	26,145	39,507	47,263	38,097	147,607	100,344	212.3%
Supplies	809	749	800	800	800	-	
Services	11,991	7,351	3,580	3,580	12,056	8,476	236.8%
General Govt Planner	52,233	91,415	95,000	81,000		(95,000)	-100.0%
Total Planning	91,177	139,021	146,643	123,477	160,463	(86,524)	-59.0%
Hearing Examiner	709	-	5,000	2,000	5,000	-	
Total Department	**213,172**	**260,762**	**326,324**	**283,324**	**480,608**	**154,284**	**47.3%**

Black Diamond Planning Area



Master Development Review Team - Expenditures

This department was established to provide specific focus on the Master Planned Developments. There are two developments, The Villages (Ten Trails) and Lawson Hills. The Review Team is 100% funded by the Developer to remove the financial burden from the City and to provide staff to review and process applications and permits for the developments.

The Master Development Team also works closely with consultants hired to assist with financial analysis, civil and traffic engineering, environmental, surveying and geotechnical services. Their services are used to provide consulting and review of the Master Plan Developments according to the Development Agreements. The budget increased in 2017 due to the Senior Planner vacancy going from 75% full time to full time. The budget also includes overtime for the Building Inspector and for the MDRT Director. Not included in this budget is $80,500 for the Clerk/HR position (tier 2).

MDRT Team	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
Wages	224,141	296,690	349,817	363,817	455,514	105,697	30.2%
Benefits	89,548	123,987	177,640	177,640	174,904	(2,736)	-1.5%
Subtotal Salaries and Benefits	313,689	420,677	527,457	541,457	630,418	102,961	19.5%
Supplies	2,943	2,439	5,500	5,500	5,500	-	
Services	66,867	26,577	53,173	33,173	36,190	(16,983)	-31.9%
Computers/Vehicles	-	33,483	-			-	
Building Maintenance	59,432	53,354	71,195	76,900	76,867	5,672	8.0%
Total Department	**442,931**	**536,530**	**657,325**	**657,030**	**748,975**	**91,650**	**13.9%**

MDRT Consultants	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
Planning Services		55,233				-	
Legal Services	26,289	44,811	50,000	50,000	50,000	-	
Henderson & Young	25,757	-	3,000	3,000	3,000	-	
RH2 Engineering	278,325	266,740	250,000	250,000	250,000	-	
Parametrix	13,943	5,929	30,000	30,000	30,000	-	
Perteet	19,168	19,563	30,000	30,000	30,000	-	
SubTerra	6,331	4,740	25,000	25,000	25,000	-	
Survey Parmetrix	1,051	6,620	20,000	20,000	20,000	-	
CH2M Hill UTRC	53,530	17,165		-	-	-	
MDRT Environmental Consultant-	2,210	14,892	30,000	30,000	30,000	-	
Total Department	**426,603**	**435,693**	**438,000**	**438,000**	**438,000**	**-**	

Funding Agreement SEPA	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
EIS SEPA Legal	-	-	10,000			(10,000)	-100%
MPD Villages & Lawson	4,938	44	-				
Gen Govt Facility Study-Makers	55,168	-	-				
Prof. Planning Services	5,000	-	-				
Total Department	**65,105**	**44**	**10,000**	**-**	**-**	**(10,000)**	**-100.0%**

Total MDRT Budget	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
Total MDRT	**934,639**	**972,267**	**1,105,325**	**1,095,030**	**1,186,975**	**81,650**	**7.4%**

Parks Department - Expenditures

The Parks Department operates and maintains the following amenities: a basketball court, tennis court, skate park, 3 picnic areas, a boat launch, 5 coal car City entry monuments, BMX bike track, swimming area, 143 acres of passive lake front park with trails, City center viewing park, Historical monument park, 2 playground facilities and landscaping around the police building. The Park Department provides the insurance, utilities and maintenance for the Recreation Center (gym) and utilities plus insurance coverage for the local museum. Costs associated with the ownership of resource lands also falls to the Park Department. The Public Works staff provides the administration and planning functions for the Park Department. This year the City has set aside $10,000 to supplement the Community Center budget. Small increases in supplies and services, with a reduction in Gym costs resulted in a 16.1% overall increase to the Parks Budget in 2017.

Parks	Actual 2014	Actual 2015	Budget 2016	Est Year End 2016	Prelim Budget 2017	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
Wages	14,606	15,848	24,104	24,104	24,360	256	1.1%
Benefits	5,134	6,249	8,172	8,172	8,699	527	6.4%
Subtotal Salaries and Benefits	19,740	22,097	32,276	32,276	33,059	783	2.4%
Supplies	5,985	4,026	5,868	5,868	7,153	1,285	21.9%
Services	11,503	11,197	13,062	13,056	14,819	1,757	13.5%
Gym Costs	2,502	9,109	11,316	10,716	8,506	(2,810)	-24.8%
Community Center Supplement	3,169	3,497	-		10,000	10,000	
Museum Costs	7,394	7,315	7,551	8,000	7,826	275	3.6%
Total Department	**50,293**	**57,241**	**70,073**	**69,916**	**81,363**	**11,290**	**16.1%**

Black Diamond Cemetery - Expenditures

Black Diamond Historical Cemetery is located in Black Diamond. The cemetery was founded in 1884. It sits on Cemetery Hill Road, off Roberts Drive, hidden by a row of trees.

The earliest gravestone dates back to 1880 and now contains over 1,100 graves. The tombstones show cultural diversity and tragedy that existed in town when coal mining was at its peak. At least half a dozen graves belong to those of mine workers who died in explosions in 1902, 1910 and 1915. Graves mark residents who came from countries such as Italy, Australia, Russia and Germany. A Civil War veteran was laid to rest there, as well as children who died in the early 1900s due to epidemics of small pox and influenza.

The City operates and maintains the historic Black Diamond Cemetery. This involves coordinating burials, sale of plots, providing physical burial, and maintaining the grounds. The burial fees are set to cover the costs associated with the services. The Cemetery is supported by the General Fund. The Public Works crew mows and trims the cemetery once a week during the heavy grass growing months and once every two weeks or so for the drier months during the growing season. Public Works staff provides the planning and administration services for the Cemetery Department.

Cemetery	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
Wages	9,913	8,792	9,829	9,739	10,292	463	4.7%
Benefits	4,266	4,718	4,333	4,333	4,548	215	5.0%
Subtotal Salaries and Benefits	14,179	13,510	14,162	14,072	14,840	678	4.8%
Supplies	1,819	951	1,932	752	1,845	(87)	-4.5%
Services	1,681	1,805	2,504	1,916	2,266	(238)	-9.5%
Total Department	**17,680**	**16,266**	**18,598**	**16,740**	**18,951**	**353**	1.9%

Facilities and Grounds Department - Expenditures

The City of Black Diamond's Facilities Department is responsible for the long term planning of the City's building and equipment needs and to handle the daily needs of all departments in repair, replacement and installation of fixtures, furniture, equipment and two vehicles.

Facility Department 181	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
Wages	58,856	57,108	57,114	57,114	57,236	122	0.2%
Benefits	23,732	20,898	21,971	21,971	18,600	(3,371)	-15.3%
Subtotal Salaries and Benefits	82,588	78,006	79,085	79,085	75,836	(3,249)	-4.1%
Supplies	1,432	1,362	1,785	2,285	2,016	231	12.9%
Services	5,760	9,515	5,414	5,888	8,100	2,686	49.6%
Allocation (staff & vehicle)		(2,603)	(38,408)	(38,408)	(34,380)	4,028	-10.5%
Total Department	**89,780**	**86,280**	**47,876**	**48,850**	**51,572**	**3,696**	**7.7%**

Facility Buildings & Equipment 254	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
Building Rental	107,491	27,998	76,625	76,625	77,600	975	1.3%
Other Leases & Maintenance	53,973	35,597	36,412	35,912	35,141	(1,271)	-3.5%
Communications	8,340	47,329	6,963	6,963	6,963	-	
FF&E Allocation Credit	(111,344)	(65,650)	(46,800)	(46,800)	(46,683)	117	-0.3%
Total Department	**58,461**	**45,273**	**73,200**	**72,700**	**73,021**	**(179)**	**-0.2%**

Black Diamond Show Hall was home to stage productions, dances, union meetings, holiday events, boxing, and movies. The movies were a dime, and young children would sneak in by hiding under women's skirts to get in for free.

Central Services - Expenditures

Central Services provide the budget that captures shared costs for General Fund departments, including office and operating supplies, software maintenance costs, copier costs, postage, advertising, utilities, custodial services, building insurance, credit card and banking fees. Costs that benefit a variety of departments are paid from Central Services and then allocated through cost allocations.

Central Services	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
Supplies	7,017	7,026	7,700	5,602	7,600	(100)	-1.3%
Services	21,241	13,123	14,489	12,517	15,393	904	6.2%
Allocations & Misc.	(17,797)	(11,605)	9,164	(10,119)	(10,597)	(19,761)	-215.6%
Economic Development	1,008	950	1,000	1,000	1,250	250	25.0%
Total Department	**11,469**	**9,493**	**32,353**	**9,000**	**13,646**	**(18,707)**	**-57.8%**

Former Departments	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
Natural Resources	76,382						
Administration (city manager)	117,435						
Total Department	**193,817**						

The budget for Natural Resources and for a City Administrator was eliminated in 2015 and 2016. The actual costs for 2014 included only a partial year of those positions.

Gen Fund Totals & Ending Balances	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt $ Chg inc/(dec)	Bdgt % Chg inc/(dec)
Total GF Operating Exp	**4,633,040**	**4,260,441**	**4,682,387**	**4,552,304**	**5,247,081**	**564,694**	**12.1%**
End Cash & Invest Gen Govt	842,526	1,045,376	734,115	1,178,353	886,291	152,176	20.7%
End Cash & Invest Developer	190,103	192,700	160,000	125,000	125,000	(35,000)	-21.9%
Total Ending Cash & Invest.	**1,032,629**	**1,238,076**	**894,115**	**1,303,353**	**1,011,291**	**117,176**	**13.1%**
Grand Total GF Uses	**5,665,669**	**5,498,517**	**5,576,502**	**5,855,657**	**6,258,372**	**681,870**	**12.2%**

Black Diamond School and Children 1916

Special Revenue Funds

These are funds established by governments
to collect money that must be used for a specific project. Special Revenue Funds
provide an extra level of accountability and transparency to taxpayers
that their tax dollars will go toward an intended purpose.

Recognize this Historic Building?

Street Fund

Street Department responsibilities include maintaining, planning and upgrading public streets and sidewalks. Major maintenance activities include maintaining the street signs, pavement stripes and markings, roadside brush, trees and vegetation control, street lights, pavement, signals, sidewalks and shoulder grading. Other activities include managing the right of way, street capital planning, seeking grant funds and addressing traffic safety issues.

Revenues from gas tax and Transportation Benefit district (TBD) car tab fees are the primary sources of funds for the Street Department. All cities struggle to pay for street maintenance costs, as shared gas tax revenue does not keep pace with the costs. In recent years, including 2016, the Street Fund had required a transfer of Real Estate Excise Tax (funds for street improvement projects) to maintain the city's roads and sidewalks. Beginning in mid-2015, the city created a Transportation Benefit District (TBD), which receives $20 per car registered to Black Diamond residents or businesses. This money is required to be used exclusively for road maintenance and operations and has eliminated the need for REET subsistence.

The 2017 budget increased primarily due to increased maintenance costs and a reduction in allocations to capital projects.

	Revenue - Street Fund 101	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
1	**Beginning Cash and Inv - Reserved**	**186,952**	**153,589**	**111,645**	**118,373**	**132,101**	**20,456**	**18.3%**
2	Gas Tax	86,017	88,081	90,594	90,672	94,193	3,599	4.0%
3	Right of Way Permits	8,416	15,237	15,000	7,500	15,000		
4	Other Permits and Misc.Revenue	2,562	3,119	1,740	7,000	7,800	6,060	348.3%
5	**Subtotal Operating Revenue**	**96,995**	**106,437**	**107,334**	**105,172**	**116,993**	**9,659**	**9.0%**
6	Transfer in-REET 2	50,000	50,000	50,000	50,000	0	(50,000)	-100.0%
7	Transfer in- Trans Benefit Dist. - Car Tab Fee			60,000	60,000	100,000	40,000	66.7%
8	**Subtotal Other Revenue**	**68,660**	**68,654**	**110,000**	**110,000**	**100,000**	**(10,000)**	**-9.1%**
9	**Total Revenue**	**165,655**	**175,091**	**217,334**	**215,172**	**216,993**	**(341)**	**-0.2%**
10	**Total Street Fund Sources**	**352,607**	**328,681**	**328,979**	**333,545**	**349,094**	**20,115**	**6.1%**

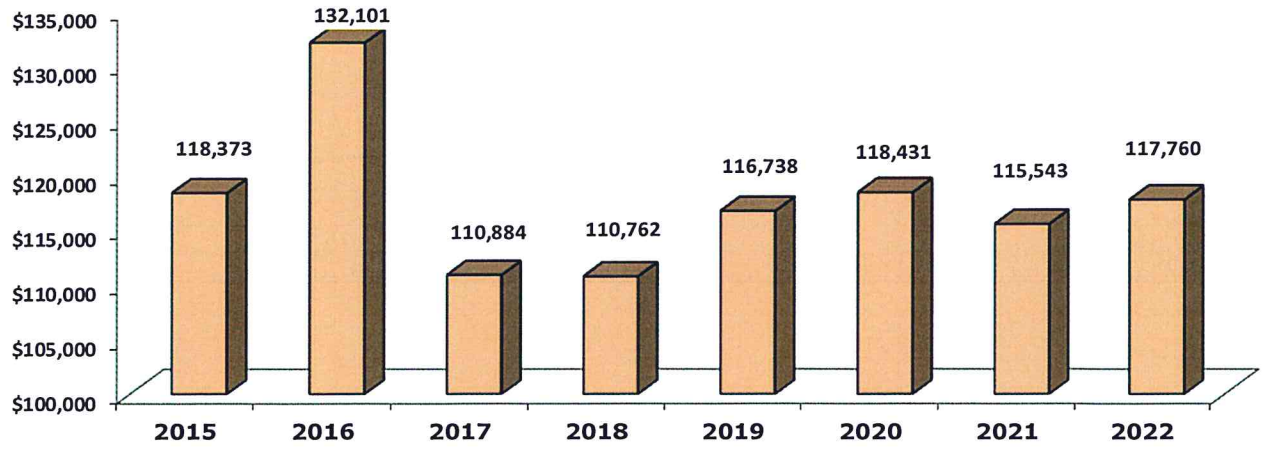
	Expenditures - Street Fund 101	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
11	Wages and Benefits	112,700	124,269	102,040	114,419	119,676	17,636	17.3%
12	Supplies	4,939	5,493	10,347	2,500	12,155	2,459	23.8%
13	Services and Charges	71,378	70,545	92,904	74,525	96,379	3,475	3.7%
14	**Subtotal Operating Expenditures**	**189,017**	**200,307**	**205,291**	**191,444**	**228,210**	**22,919**	**11.2%**
15	Transfer for Equipment CIP	10,000	10,000	10,000	10,000	10,000	0	0.0%
16	**Subtotal Expenditures**	**199,017**	**210,307**	**215,291**	**201,444**	**238,210**	**22,919**	**10.6%**
17	Three Months Cash and Investments	49,754	52,577	53,823	50,361	59,553	5,730	10.6%
18	Unreserved C & I Balance	103,835	65,797	59,865	81,740	51,332	(8,534)	-14.3%
19	**Ending Cash and Inv - Reserved**	**153,589**	**118,373**	**113,688**	**132,101**	**110,884**	**(2,804)**	**-2.5%**
20	**Total Street Fund Uses**	**352,607**	**328,681**	**328,979**	**333,545**	**349,094**	**20,115**	**6.1%**

City of Black Diamond

Street Fund Six Year Forecast

		2015 Actual	2016 Est Act	2017 Budget	2018 Budget	2019 Budget	2020 Budget	2021 Budget	2022 Budget	
	Beginning Cash & Investments	**153,589**	**118,373**	**132,101**	**110,884**	**120,762**	**146,738**	**168,431**	**185,543**	
1	Gas Tax (per capita)	88,081	90,672	94,193	91,579	95,135	96,086	97,047	98,018	1%
2	Right of Way Permits	15,237	7,500	15,000	15,300	15,606	15,918	16,236	16,561	2%
3	Other Revenue	3,119	7,000	7,800	7,956	8,115	8,277	8,443	8,612	2%
4	Funding Agreement	18,654								
5	Transfer In-REET 2 **	50,000	50,000							
6	Transfer in- TBD-Car Tab Fee		60,000	100,000	140,000	160,000	163,200	166,464	169,793	2%
7	**Total Street Fund Operating Revenue**	**175,091**	**215,172**	**216,993**	**254,835**	**278,856**	**283,482**	**288,191**	**292,984**	
8	**Total Sources**	**328,680**	**333,545**	**349,094**	**365,719**	**399,618**	**430,220**	**456,622**	**478,527**	
9	**Street Fund Expenditures**									
10	Salaries	103,326	104,252	105,715	106,337	107,829	109,986	112,186	114,429	2%
11	Benefits	43,752	43,712	47,570	49,949	52,446	55,068	57,822	60,713	5%
12	Grant/Proj Adm -alloc	(22,811)	(33,545)	(33,609)	(35,289)	(37,054)	(38,907)	(40,852)	(42,895)	5%
13	Supplies	5,494	6,000	12,155	12,763	13,401	14,071	14,774	15,513	5%
14	Street Lights	28,410	26,000	26,000	27,300	28,665	30,098	31,603	33,183	5%
15	Other Services & Charges	42,136	45,025	70,379	73,898	77,593	81,472	85,546	89,823	5%
16	Transfers to Cap Equip	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	
17	Grant Matching for Street Projects				10,000	30,000	50,000	70,000	80,000	
18	**Total Street Fund Operating Expenditure**	**210,307**	**201,444**	**238,210**	**254,957**	**282,880**	**311,789**	**341,079**	**360,767**	
19	**Ending Cash & Investment Balance**	**118,373**	**132,101**	**110,884**	**110,762**	**116,738**	**118,431**	**115,543**	**117,760**	
20	**Change in Cash and Investments**	**(35,216)**	**13,728**	**(21,217)**	**(122)**	**(4,024)**	**(28,307)**	**(52,888)**	**(67,783)**	
	Policy Reserves-10%	21,030	20,144	23,210	24,496	25,288	26,179	27,108	28,077	

Projected Street Fund Ending Fund Balance



Note: 2018 Transportation Benefit District forecast includes a mid year car tab fee increase from $20 to $40 .
This would allow some additional Street Equipment or Grant Matching fund for Street Grants in the future.

Fire Impact Fee Fund

Per City Ordinance 12-980, Fire Impact Fees are charged to new development and building expansions within the city limits. For a new residential home in Black Diamond, the fee is $1,783.13.

The implementation of the fee came after a 2011 Fire Impact Fee Study, which developed the methodology and to ensure compliance with Washington laws and city code. Future capital costs will be funded with a combination of impact fees and city funds.

	Revenue - Fire Impact Fees 107	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
1	**Beg Cash and Inv. - Reserved**	**10,366**	**13,616**	**43,575**	**48,570**	**183,770**	**140,195**	**321.7%**
2	Fire Impact Fees	18,616	19,282	17,830	135,000	71,320	53,490	300.0%
3	Fire Impact Fee Interest Income		306	200	200	400	200	100.0%
4	Transfer In from Fire Eq Repl Fund		15,366					
5	**Subtotal fire Impact Fee Revenue**	**18,616**	**34,954**	**18,030**	**135,200**	**71,720**	**53,690**	**297.8%**
6	**Total Fire Impact Fee Sources**	**28,982**	**48,570**	**61,605**	**183,770**	**255,490**	**193,885**	**314.7%**

	Expenditures - Fire Impact Fees 107	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
7	Transfer out to Fire Equip Fd	15,366	-	-		255,490	255,490	
8	**Ending Cash & Inv - Reserved**	**13,616**	**48,570**	**61,605**	**183,770**		**(61,605)**	**-100.0%**
9	**Total Fire Impact Fee Uses**	**28,982**	**48,570**	**61,605**	**183,770**	**255,490**	**193,885**	**314.7%**

1947 Fire Truck at Saint Barbara's Church

Transportation Benefit District Fund

In order to address declining revenues that support the Street Department, the City established a Transportation Benefit District. The City collects a twenty dollar vehicle license fee pursuant to RCW 36.73.065 and RCW 82.80.140. Currently there are more than 75 TBD districts in Washington State. This revenue supports roadway striping, traffic signage, pothole repair, vegetation removal, street lights, pavement, signals, sidewalks and shoulders among other transportation issues such as safety concerns.

	Revenue - Transportation Benefit District Fees 108	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
1	**Beginning Cash and Inv - Reserved**					**7,331**	**7,331**	
2	TBD Car Tab Fees			60,000	67,331	102,000	42,000	70.0%
3	**Total TBD Sources**	**-**	**-**	**60,000**	**67,331**	**109,331**	**49,331**	**82.2%**

	Expenditures - Transportation Benefit District Fees 108	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
4	TBD Transfer to Street Fund		-	60,000	60,000	100,000	40,000	66.7%
5	**Ending Cash and Inv - Reserved**				**7,331**	**9,331**		
6	**Total TBD Uses**	**-**	**-**	**60,000**	**67,331**	**109,331**	**49,331**	**82.2%**

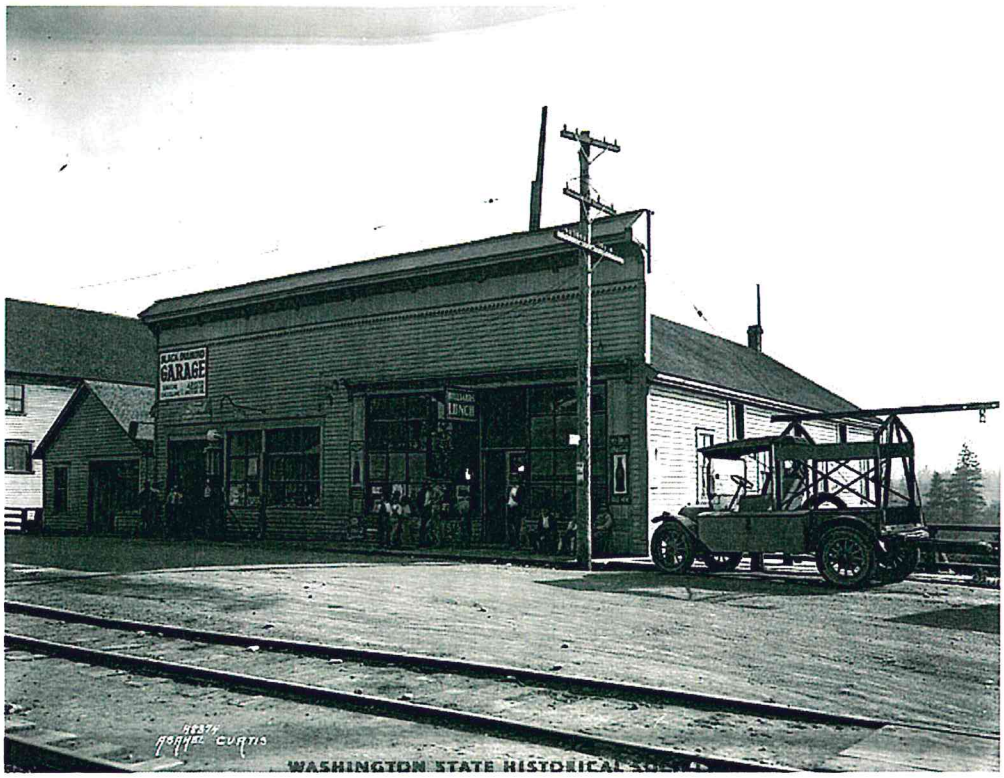
John Davies and his Candy Store at Baker Street and First Ave

Traffic Mitigation Fund

The Traffic Mitigation Fund was created in August 2016 by Resolution 16-1118 for the purpose of receiving funds from the Enumclaw School District, an agreement with the city to contribute a portion of improving four intersections from the impact of a new school in Black Diamond. These improvement projects include intersections at Highway 169 and Roberts Drive, Baker Street, Third Ave and Park Street.

	Revenue - Traffic Mitigation Fees 109	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
1	**Beginning Cash and Inv - Reserved**					**74,255**	**74,255**	
2	Traffic Mitigation Fees				74,055			
3	Interest on Investments				200	400	400	
4	**Total Traffic Mitigation Sources**				**74,255**	**74,655**	**400**	

	Expenditures - Traffic Mitigation Fees 109	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
5	Intersection Improvements					74,655	74,655	
6	**Ending Cash and Inv - Reserved**				**74,255**		-	
7	**Total Traffic Mitigation Uses**				**74,255**	**74,655**	**74,655**	



Black Diamond Garage

Internal Service Funds

This fund is used for operations serving other funds or departments within the city. Black Diamond has one such fund, Equipment Replacement that collects money from other departments to build up resources to replace capital equipment, such as Police and Fire vehicles as well as Public Works equipment.

Lombardinis Shurfine Market and 76 Gas Station on Roberts Drive

Equipment Replacement Funds

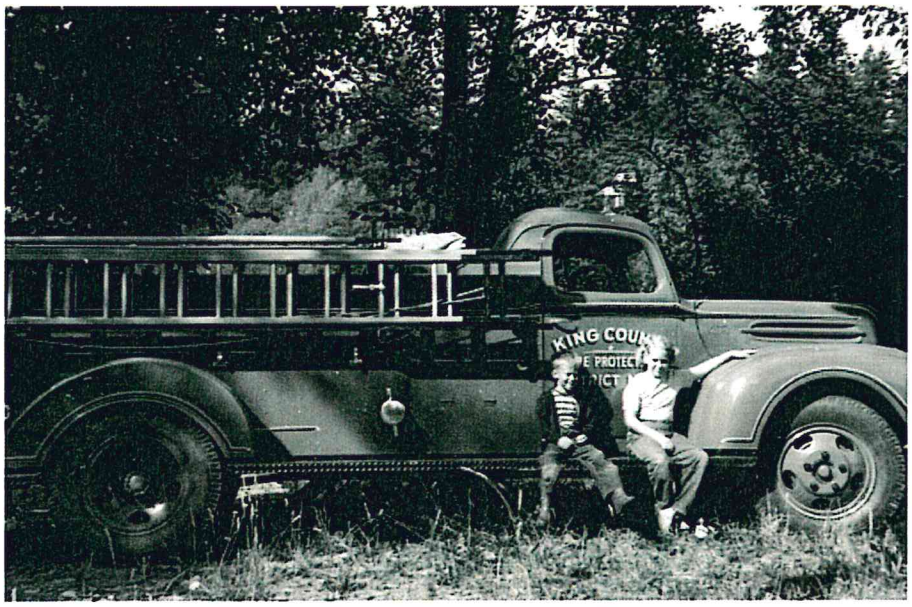
Equipment Replacement Funds include Fire, Public Works and Police equipment replacements. Some examples of equipment are police and fire vehicles, and equipment for parks, street and utility operations.

Fire Equipment

	Revenue - Equipment Replacement 510 100 Fire Equipment	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Budget	Budget $ Change	Budget % Change
1	**Beginning Cash and Investments**	**3,507**	**68,596**	**48,876**	**46,118**	**40,318**	**(8,558)**	**-17.5%**
2	Interest on Investments	11	95	50	200	200	150	300.0%
3	Transfer in Fire Impact Fund	15,366	15,366					
4	Transfer in REET 1	69,219		25,000			(25,000)	(1)
5	**Subtotal Fire Equip Replacement Rev**	**84,596**	**15,461**	**25,050**	**200**	**200**	**(24,850)**	**-99.2%**
6	**Total Fire Equipment Replace Sources**	**88,103**	**84,057**	**73,926**	**46,318**	**40,518**	**(33,408)**	**-45.2%**

	Expenditures - Equipment Replacement 510 100 Fire Equipment	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Budget	Budget $ Change	Budget % Change
1	Fire Truck Repairs and Maintenance	4,141	22,573	38,926	6,000	15,000	(23,926)	-61.5%
2	Capital Facility Study			25,000			(25,000)	-100.0%
3	Fire SCBA air Bottles			10,000				
4	Transfer to Fire Impact Fund		15,366					
5	**Subtotal Fire Equipment Replace Expenditures**	**4,141**	**37,939**	**73,926**	**6,000**	**15,000**	**(58,926)**	**-79.7%**
6	Ending Cash and Investments	83,962	46,118		40,318	25,518	25,518	
7	**Total Fire Equipment Replace Uses**	**88,103**	**84,057**	**73,926**	**46,318**	**40,518**	**(33,408)**	**-45.2%**

The Fire Department equipment budget includes $42,517 for Fire Truck Repairs and maintenance in 2017.



1947 Ford/Howard-Cooper fire truck - Recently Renovated

Public Works Equipment

	Revenue - Public Works Equipment Replacement 200	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
1	**Beginning Cash and Investments**	**153,793**	**183,501**	**253,096**	**208,403**	**183,503**	**(69,593)**	**-27.5%**
2	Transfer in Street Fund	10,000	10,000	10,000	10,000	10,000		
3	Transfer in Water Operating	10,000	10,000	10,000	10,000	10,000	-	-
4	Transfer in Sewer Operating	10,000	10,000	10,000	10,000	10,000	-	-
5	Transfer in Stormwater Operating	10,000	10,000	10,000	10,000	10,000	-	-
6	Transfer in REET 2		7,000	7,000	7,000	7,000	-	-
7	Interest on Investments	200	308	200	200	300	100	50%
8	Public Works Surplus	5,600						
9	**Subtotal Revenue**	**45,800**	**47,308**	**47,200**	**47,200**	**47,300**	**100**	**0.2%**
10	**Total PW Equipment Replace Sources**	**199,593**	**230,809**	**300,296**	**255,603**	**230,803**	**(69,493)**	**-23.1%**
	Expenditures - Equipment Replacement 510 200 Public Works	**2014 Actual Audited**	**2015 Actual**	**2016 Budget**	**2016 Estimate Year End**	**2017 Prelim Budget**	**Budget $ Change**	**Budget % Change**
11	Mowers - CIP Sewer 6	10,537	6,151	6,000	6,000	15,000	9,000	150.0%
12	Back Hoe Repair- CIP Sewer 6					10,000	10,000	
13	PW Sander/Snowplow			20,000	20,000		(20,000)	-100.0%
14	4 Wheel Drive Truck			50,000	46,100		(50,000)	-100.0%
15	Previous Purchases	5,555	16,255				-	
16	**Subtotal Expenditures**	**16,092**	**22,406**	**76,000**	**72,100**	**25,000**	**(51,000)**	**-67.1%**
17	**Ending Cash and Investments**	**183,501**	**208,403**	**224,296**	**183,503**	**205,803**	**(18,493)**	**-8.2%**
18	**Total PW Equipment Replace Uses**	**199,593**	**230,809**	**300,296**	**255,603**	**230,803**	**(69,493)**	**-23.1%**

The Public Works equipment replacement includes money for mowers and for back hoe repairs.

Lake Sawyer log dump, 1928. Courtesy of University of Washington Libraries, Special Collections, C. Kinsey

Police Equipment

	Revenue - POLICE Equipment Replacement 300	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
1	**Beginning Cash and Investments**	**21,993**	**28,296**	**9,800**	**26,487**	**26,087**	**16,287**	**166.2%**
2	Transfer in REET 1	20,000					-	
3	Vehicle Conversion Grant - Radar	1,000						
4	Loan from Sewer					160,000		
5	Police Sale of Surplus	1,275				3,000		
6	Interest on Investments	11	41	20	100	150	130	650%
7	**Subtotal Revenue**	**22,286**	**41**	**20**	**100**	**163,150**	**163,130**	**815650%**
8	**Total Police Equip Replace Sources**	**44,279**	**28,337**	**9,820**	**26,587**	**189,237**	**179,417**	**1827.1%**

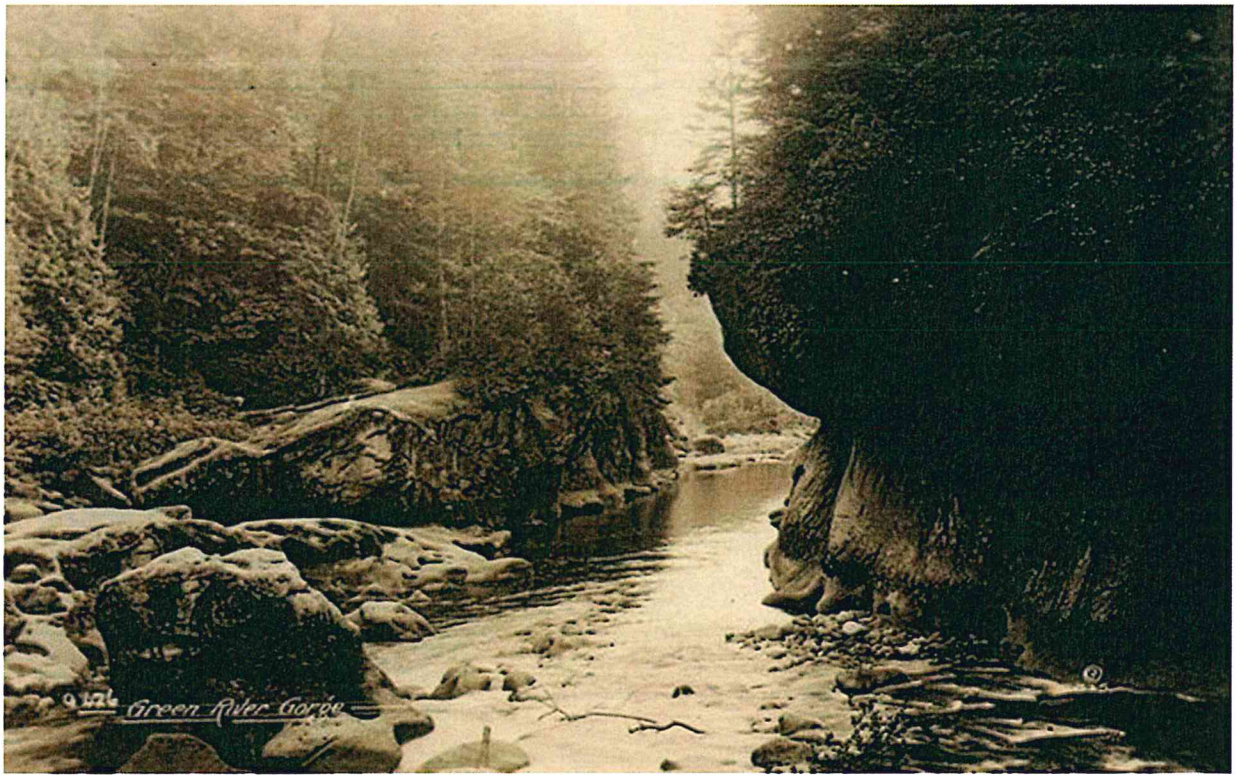
	Expenditures - POLICE Equipment Replacement 300	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
9	Replace 4 Patrol Cars - CIP L2					179,000	179,000	
10	Surplus Costs Police	50	995	500	500	500	-	
11	Police Radios	5872		9,320		9,737	417	4.5%
12	Police Vehicle Conversion Costs	10061	855				-	
13	**Subtotal Expenditures**	**15,983**	**1,850**	**9,820**	**500**	**189,237**	**179,417**	**1827.1%**
14	**Ending Cash and Investments**	**28,296**	**26,487**		**26,087**		**-**	
15	**Total Police Equip Replace Uses**	**44,279**	**28,337**	**9,820**	**26,587**	**189,237**	**179,417**	**1827.1%**

The Police Department will replace four aged patrol vehicles in 2017, and money is set aside in 2017 for the Police radio 750 MegaHertz conversion requirement.

Joe Krause stands behind his ornate bar in the turn-of-century Black Diamond. He kept the kegs cool in the stream, and older boys learned to build a dam upstream until a small pond formed. They would then break the dam and the kegs were set loose for the boys to find and partake of later!

Utility Funds

Utility funds are used for services provided to the public on a user charge basis, similar to the operation of a commercial enterprise. Black Diamond has Water, Sewer and Stormwater utilities.



Green River Gorge near Franklin

Water Operating Fund 401

The Water Department provides safe high quality reliable drinking water to the residents of Black Diamond except for the residents on the Covington Water District around Lake Sawyer. The water utility is responsible for the operation and maintenance of the city's springs, fences, access roads, power lines, backup power, control systems, water storage tanks, water treatment systems, pump stations, water main, water quality testing, fire hydrants, meter reading and maintenance, and billing. The average Black Diamond household receives very high quality drinking water delivered to their house under pressure to drink, wash dishes, wash clothes, shower and bathe, brush teeth, cook, water plants and landscape, mop and clean, flush toilets and provide fire protection.

Building activity and the new elementary school construction project has increased water sales (miscellaneous) revenue in 2016, and is expected to increase in 2017. The 2017 wages and benefits primarily increased due to a 10% allocation of the City Clerk cost, and an increase in maintenance and finance costs.

	Revenue - Water Fund 401	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	Prelim Budget 2017	Budget $ Change	Budget % Change
1	**Total Beginning Cash and Investments**	**125,340**	**160,302**	**161,635**	**222,708**	**301,679**	**140,044**	**86.6%**
2	Water Charges	615,634	728,812	660,000	685,000	685,000	25,000	3.8%
3	Water Late Fees and Name Changes	18,409	23,623	19,000	21,000	22,000	3,000	15.8%
4	**Subtotal Operating Revenue**	**634,043**	**752,435**	**679,000**	**706,000**	**707,000**	**28,000**	**4.1%**
5	Interest, Refunds and Misc.	24,633	126	6,400	17,200	27,200	17,200	268.8%
6	Transfer in from Water Reserve	80,000	20,000	10,000	10,000		(10,000)	-100%
7	Palmer Coking Coal Contribution	99,362	98,499	102,848	98,420	98,000	(4,848)	-4.7%
8	**Subtotal Other Revenue**	**203,995**	**118,625**	**119,248**	**125,620**	**125,200**	**5,952**	**5.0%**
9	**Total Revenue**	**838,039**	**871,061**	**798,248**	**831,620**	**832,200**	**33,952**	**4.3%**
10	**Total Water Fund Sources**	**963,379**	**1,031,363**	**959,883**	**1,054,328**	**1,133,879**	**173,996**	**18.1%**

	Expenditures - Water Fund 401	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	Prelim Budget 2017	Budget $ Change	Budget % Change
11	Wages and Benefits	166,579	183,095	185,066	186,400	219,175	34,109	18.4%
12	Supplies	22,950	24,326	33,846	30,954	28,630	(5,216)	-15.4%
13	Services and Charges	216,877	212,941	241,601	204,866	233,933	(7,668)	-3.2%
14	**Subtotal Operating Expenditures**	**406,405**	**420,363**	**460,513**	**422,220**	**481,738**	**21,225**	**4.6%**
15	Debt Service - Water	381,672	378,292	320,430	320,429	318,897	(1,533)	-0.5%
16	To Water Portion Comp Plan Update	5,000						
17	To Capital Equipment Reserve	10,000	10,000	10,000	10,000	10,000	-	0.0%
18	**Subtotal Other Expenditures**	**396,672**	**388,292**	**330,430**	**330,429**	**328,897**	**(1,533)**	**-0.5%**
19	**Total Expenditures**	**803,077**	**808,655**	**790,943**	**752,649**	**810,635**	**19,692**	**2.5%**
20	Dedicated 3 Months Cash & Investments	101,601	105,066	115,128	105,555	119,426	4,298	3.7%
21	Unreserved C & I Balance	58,701	117,642	53,812	196,124	203,818	150,006	278.8%
22	**Total Ending Cash and Investments**	**160,302**	**222,708**	**168,940**	**301,679**	**323,244**	**154,304**	**91.3%**
23	**Total Water Fund Uses**	**963,379**	**1,031,363**	**959,883**	**1,054,328**	**1,133,879**	**173,996**	**18.1%**

City of Black Diamond, Washington 2017

Water Debt

Issue Date	Issue Amount	Type	Purpose	Maturity Date	12/31/2016 debt owed	2017 Principal	2017 Interest	2017 Debt Svs	2017 Water Operating	2017 Water Capt Res	2017 Total Water	2017 Developer Reimb	2017 Total Debt Service
2006	180,000	PWTF	Cor Contrl	2022	67,250	11,250	338	11,588	11,588		11,588	0	11644
2005	3,407,063	PWTF	Tac 500mg	2024	1,572,184	197,070	8,274	205,344	205,344		205,344		205,344
	256,064	PWTF	Tac city 1st	2024									
	1,784,693	PWTF	Pump Fac, Res & lines	2024	791,724	98,419	3,546	101,965				101,965	101,965
	5,447,820	PWTF			2,363,908	295,489	11,820	307,309	205,344	0	205,344	101,965	307,309
Totals	5,627,820				2,431,158	306,739	12,158	318,897	216,932	0	216,932	101,965	318,953
Total net Water fund 2016 Debt Service									**$216,932**	**$0**	**$216,932**	**101,965**	**318,953**

Less Developer Responsibility Palmer $791,724

Net City Liability	**1,639,434**

*Black Diamond holds a letter of credit from Palmer Coking for their balance owing of $791,724 of PWTF Loan. included 2016 Est Interest.

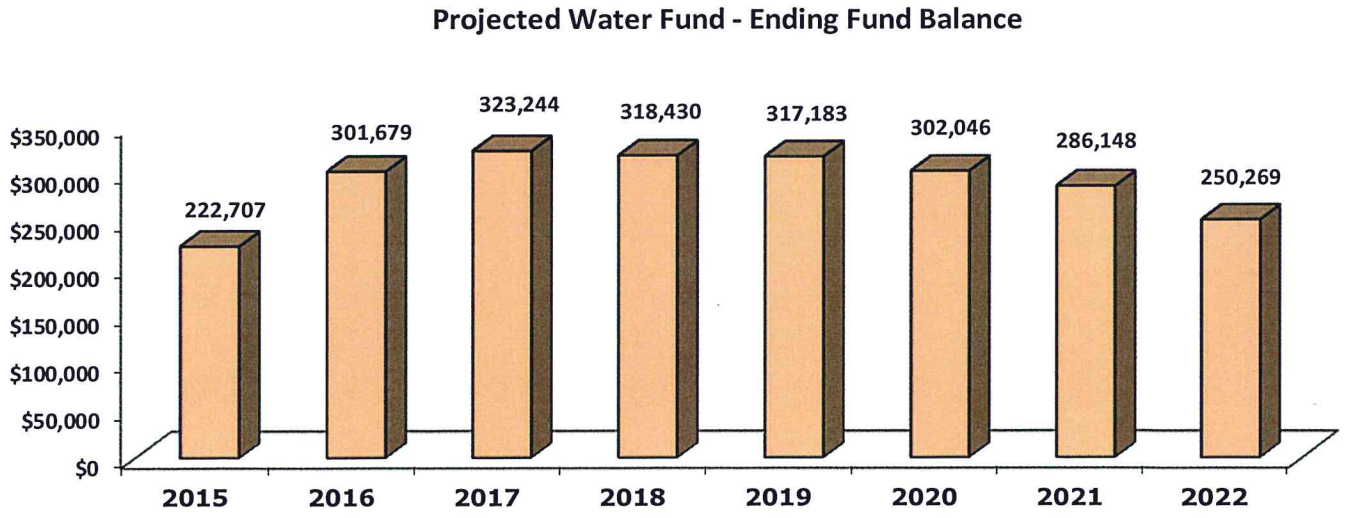
Skaters on Lake 14, circa 1915

City of Black Diamond, WA

Water Utility Operating Fund Six Year Forecast

		2015 Actual 01/15	2016 Est Act	2017 Budget	2018 Budget	2019 Budget	2020 Budget	2021 Budget	2022 Budget	
1	Rate Increase	15%								
2	**Beginning Cash and Investments**	**160,302**	**222,707**	**301,679**	**323,244**	**318,430**	**317,183**	**302,046**	**286,148**	
3	Operating Revenue	716,258	685,000	685,000	698,700	712,674	712,674	726,927	726,927	2%
4	Misc. Revenue	36,304	38,200	49,200	50,184	51,188	52,211	53,256	54,321	2%
5	Funding Reimbursement	0	0	0	0	0	0	0	0	
6	Developer Debt Reimb	98,499	98,420	98,000	96,923	95,954	94,995	94,995	94,995	
7	Transfer from Reserve	20,000	10,000	0						
8	**Water Operating Revenue Sources**	**871,061**	**831,620**	**832,200**	**845,807**	**859,816**	**859,880**	**875,178**	**876,243**	
9	**Water Fund Expenditures**									
10	Salaries & Benefits	205,865	217,400	247,675	252,629	257,681	262,835	268,091	273,453	2%
11	Allocation to Capt Projects	(22,769)	(31,000)	(28,500)	(29,070)	(29,651)	(30,244)	(30,849)	(31,466)	2%
12	Caustic	11,181	13,000	10,000	10,200	10,404	10,612	10,824	11,041	2%
13	Supplies	13,146	17,954	18,630	19,003	19,383	19,383	19,770	19,770	2%
14	Electricity & Utilities	35,789	31,575	36,675	38,509	40,434	42,456	44,579	46,808	5%
15	Insurance	27,940	26,056	26,151	27,459	28,831	28,831	30,273	30,273	5%
16	Repairs & Maintenance	17,426	25,394	25,902	26,420	27,080	27,757	28,451	29,163	2%
17	Services & Charges	50,176	46,340	65,806	67,122	68,465	69,834	71,231	72,655	2%
18	B&O & Utility Tax	81,610	75,500	79,400	80,988	82,608	84,260	85,945	87,664	2%
19	Transfers to Cap Equip/Comp Plan	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	
20	Sub Total Operating Uses	430,363	432,219	491,739	503,258	515,235	525,724	538,315	549,361	
21	PWTF Debt Svs	331,832	320,429	318,897	317,362	315,828	314,294	312,761	312,761	
22	Water Meters- Sewer Loan	46,460								
23	Future Debt Service or Capital Projects				30,000	30,000	35,000	40,000	50,000	
24	Subtotal Debt Service	378,292	320,429	318,897	347,362	345,828	349,294	352,761	362,761	
25	**Total Water Fund Uses**	**808,656**	**752,648**	**810,636**	**850,620**	**861,063**	**875,018**	**891,076**	**912,122**	
26	**Ending Cash & Investment Balance**	**222,707**	**301,679**	**323,244**	**318,430**	**317,183**	**302,046**	**286,148**	**250,269**	
27	**Change in Cash & Investments**	**62,405**	**78,972**	**21,564**	**(4,813)**	**(1,247)**	**(15,137)**	**(15,898)**	**(35,878)**	

Cash & Investment Balance needs to cover three months of operating expenditures per city resolutions No. #08-850 & 13-866.
2017 & beyond includes revenue from water sales to 10 additional homes due to completion of Shake n Bake project
The six year forecast includes only 2% additional revenue from growth.
Current Water rates will cover 2% expenditure growth and allow funds to be accumulated to for future debt service or capital projects.



Sewer Operating Fund 407

The Sewer Department collects sewage from the homes and businesses in the old section of town for treatment and discharge. The area around Lake Sawyer is primarily served by individual on-site waste water disposal septic system and a small area at the Northwest end of the Lake served by the Soos Creek Sewer system. The sewer utility provides for the planning, operation and maintenance of 17.5 miles of sewer lines and manholes, and 4 pump stations and provides local customer service and billing. This sewer utility also contracts with the King County for transmission and sewage treatment plant in Renton for treatment, discharge and bio-solids handling.

Of note is that even with rate increases, the revenue collected by the sewer utility has not been covering the cost of the operations, maintenance and administration. At some point the city will need to raise the local charges to bring the fund into balance. The 2017 Budget includes both a pass through 5.2% Metro Sewer Rate increase and the related city portion increase effective January 1, 2017.

	Revenue - Sewer Fund 407	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
1	**Beginning Cash and Investments**	**126,682**	**141,294**	**117,641**	**131,720**	**124,688**	**7,047**	**6.0%**
3	Sewer User Charges	708,966	756,155	742,000	777,000	815,000	73,000	9.8%
4	Miscellaneous Revenue	19,095	600	4,260	8,700	12,900	8,640	202.8%
5	**Subtotal Operating Revenue**	**728,061**	**756,755**	**746,260**	**785,700**	**827,900**	**81,640**	**10.9%**
6	Transfer in from Sewer Reserves	80,000	80,000	100,000	70,000	80,000	(20,000)	-20.0%
8	**Total Revenue**	**808,061**	**836,755**	**846,260**	**855,700**	**907,900**	**61,640**	**7.3%**
9	**Total Sewer Fund Sources**	**934,743**	**978,049**	**963,901**	**987,420**	**1,032,588**	**68,687**	**7.1%**

	Expenditures - Sewer Fund 407	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
10	Wages and Benefits	164,804	192,115	184,190	181,830	219,346	35,156	19.1%
11	Supplies	5,879	6,847	12,126	10,529	10,390	(1,736)	-14.3%
12	Services and Charges	126,108	120,651	149,923	134,573	147,573	(2,350)	-1.6%
13	**Subtotal Operating Expenditures**	**296,791**	**319,613**	**346,239**	**326,932**	**377,309**	**31,070**	**9.0%**
14	Metro Sewer Charges	481,658	516,717	518,000	525,800	550,150	32,150	6.2%
15	**Total Operating Expenditures**	**778,449**	**836,330**	**864,239**	**852,732**	**927,459**	**63,220**	**7.3%**
16	Transfer-Sewer Portion Comp Plan Update	5,000						
17	Transfer to PW Equip Replacement Fund	10,000	10,000	10,000	10,000	10,000	-	0.0%
18	Subtotal Other Expenditures	15,000	10,000	10,000	10,000	10,000	-	0.0%
19	**Total Expenditures**	**793,449**	**846,330**	**874,239**	**862,732**	**937,459**	**63,220**	**7.2%**
20	Dedicated 3 Months Cash & Investments	74,198	79,903	86,560	81,733	95,129	8,569	9.9%
21	Unreserved Ending C & I	67,096	51,817	3,102	42,955		(3,102)	-100.0%
22	**Total Ending Cash and Investments**	**141,294**	**131,720**	**89,662**	**124,688**	**95,129**	**5,467**	**6.1%**
23	**Total Sewer Fund Uses**	**934,743**	**978,049**	**963,901**	**987,420**	**1,032,588**	**68,687**	**7.1%**

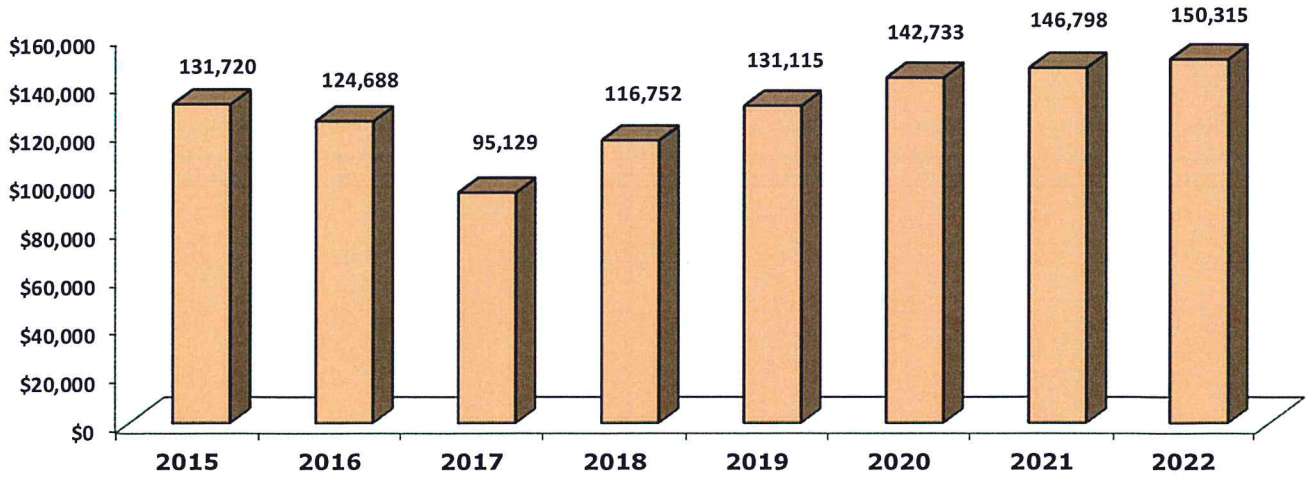
City of Black Diamond, Washington

Sewer Utility Operating Fund Six Year Forecast

		2015 Actual	2016 Est Act	2017 Budget	2018 Budget	2019 Budget	2020 Budget	2021 Budget	2022 Budget	
1	City Monthly Sewer Rate	$19.97	$20.37	$20.51	$25.00	$25.00	$30.00	$30.00	$32.00	
2	**Beginning Cash and Investments**	**141,294**	**131,720**	**124,688**	**95,129**	**116,752**	**131,115**	**142,733**	**146,798**	
3	Operating Revenue-City	234,861	251,200	265,000	323,300	323,300	387,960	387,960	415,117	
4	Operating Revenue-Metro	516,717	525,800	550,000	550,000	565,000	565,000	579,700	579,700	
5	Miscellaneous Revenue	5,177	8,700	12,900	13,287	13,686	14,096	14,519	14,955	3%
6	Transfer fr Reserves/Rate Inc.	80,000	70,000	80,000	80,000	80,000	20,000	20,000	0	
7	**Sewer Operating Revenue Sources**	**836,755**	**855,700**	**907,900**	**966,587**	**981,986**	**987,056**	**1,002,179**	**1,009,772**	
8	**Sewer Fund Expenditures**									
9	Salaries & Benefits	206,384	214,240	246,846	251,783	256,819	261,955	267,194	272,538	2%
10	Allocation to Capital Projects	(14,386)	(32,500)	(27,500)	(28,600)	(29,744)	(30,934)	(32,171)	(33,458)	
11	Supplies	6,847	10,529	10,390	10,598	10,810	11,026	11,246	11,471	2%
12	Insurance	13,672	14,700	16,868	17,711	18,597	19,527	20,503	21,528	5%
13	Services & Charges	53,936	65,563	70,155	71,558	72,989	74,449	75,938	77,457	2%
14	St Util. & City Utility Tax	53,159	54,400	60,700	61,914	63,152	64,415	65,704	67,018	
15	Metro Reimbursement	516,717	525,800	550,000	550,000	565,000	565,000	579,700	579,700	
16	Transfers to Capital Equip	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	
17	**Sub Total Operating Expenditures**	**846,329**	**862,732**	**937,459**	**944,964**	**967,623**	**975,438**	**998,114**	**1,006,254**	
18	**Ending Cash & Investment Balance**	**131,720**	**124,688**	**95,129**	**116,752**	**131,115**	**142,733**	**146,798**	**150,315**	
19	**Change in Cash and Investments**	**(9,574)**	**(7,032)**	**(29,559)**	**21,623**	**14,363**	**11,618**	**4,065**	**3,517**	

Cash & Investment Balance needs to cover three months of operating expenditures per City Resolutions No. #08-850 & 13-866 .
2017 Estimates include the KC Metro Pass through rate increase and the annual city inflationary increase.
Growth or rate increases will need to be in place to cover costs. While the Sewer Reserves still has approximately $601,874 at the end of 2016, the reserves would be depleted by 2019 if growth, rate increases or structural changes are not made. The Metro rate increases cause increases in State and City taxes which need to be covered out of the City share of the rate. The modest inflationary increases to the city portion are not keeping pace with expenditure increases. A rate study is planned for spring of 2017.

Projected Sewer Operating Fund - Ending Fund Balance



Stormwater Operating Fund 410

The Stormwater Utility maintains 9 storm ponds, 9 miles of storm pipe, 572 catch basins, two bio-infiltration systems, one stormwater filter system and approximately 20 miles of ditches and flow paths. These activities help preserve the public road system and protect the environment. The city is also in charge of various activities dealing with controlling stormwater quality including education, enforcing stormwater codes on construction and new development, monitoring private stormwater systems maintenance, monitoring the effectiveness of city programs, monitoring water quality, participation in WIRA 9 Water Quality Initiative, providing coverage for the Endangered Species Act claims and reporting to the Department of Ecology.

The Stormwater Utility mitigates the storm water impact of urban living on the environment for $16 per month per household. The 2017 Budget primarily increased due to a 10% allocation of City Clerk/HR and maintenance costs.

	Revenue - Stormwater Fund 410	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	Prelim Budget 2017	Budget $ Change	Budget % Change
1	**Beginning Cash and Investments**	81,656	90,498	**105,818**	**102,303**	**101,824**	**(3,994)**	**-3.8%**
2	Stormwater Charges	331,801	350,820	343,000	364,380	375,000	32,000	9.3%
3	Stormwater Protection Inspection Fee	3,515	4,408	6,000	6,000	8,000	2,000	33.3%
4	PW Perm- Insp, Eng Civil Allocation	534	2,079	800	4,300	6,000	5,200	650.0%
5	**Total Operating Revenue**	**335,849**	**357,307**	**349,800**	**374,680**	**389,000**	**39,200**	**11.2%**
6	Interest and Refunds	86	199	120	650	800	680	567%
7	Funding Reimburse for PW Staff	18,505	-	-			-	
8	**Total Revenue**	**354,439**	**357,506**	**349,920**	**375,330**	**389,800**	**39,880**	**11.4%**
9	**Total Stormwater Fund Sources**	**436,096**	**448,004**	**455,738**	**477,633**	**491,624**	**35,886**	**7.9%**

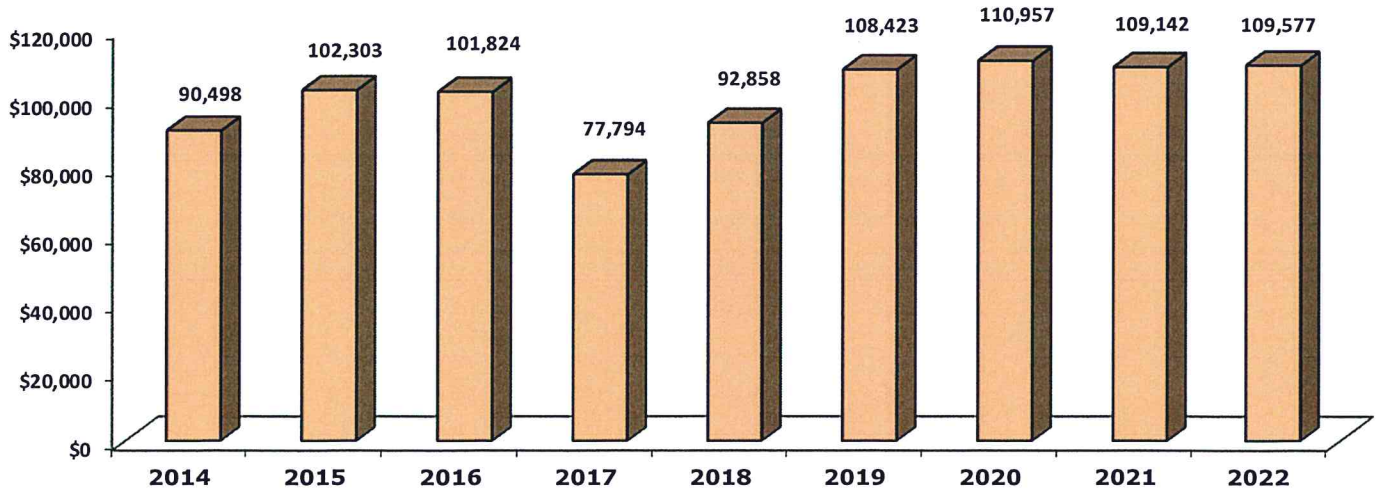
	Expenditures - Stormwater Fund 410	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
10	Wages and Benefits	166,063	190,974	182,548	181,721	217,466	34,918	19.1%
11	Supplies	5,902	7,130	13,186	11,250	11,510	(1,676)	-12.7%
12	Total Services and Charges	148,532	137,597	165,062	172,838	174,854	9,792	5.9%
13	To Capital Equipment Reserve & Other	15,000	10,000	10,000	10,000	10,000	-	0.0%
14	**Sub Total Expenditures**	**335,498**	**345,701**	**370,796**	**375,809**	**413,830**	**43,034**	**11.6%**
15	Debt Service	10,100						
16	**Total Expenditures**	**345,598**	**345,701**	**370,796**	**375,809**	**413,830**	**43,034**	**11.6%**
17	Dedicated Ending Cash & Investments	90,498	102,303	84,942	101,824	77,794	(7,148)	-8.4%
18	**Total Stormwater Fund Uses**	**436,096**	**448,004**	**455,738**	**477,633**	**491,624**	**35,886**	**7.9%**

City of Black Diamond
Stormwater Operating Utility Fund Six Year Forecast

						$2.00 Rate increase 2018					
		2014 Actual	2015 Actual	2016 Est Act	2017 Budget	2018 Budget	2019 Budget	2020 Budget	2021 Budget	2022 Budget	
1	Possible Monthly Rates	16.00	16.00	16.00	16.00	18.00	18.00	18.00	18.00	18.00	
2	**Beginning Cash and Investments**	**81,656**	**90,498**	**102,303**	**101,824**	**77,794**	**92,858**	**108,423**	**110,957**	**109,142**	
3	Operating Revenue-City	331,801	350,820	364,380	375,000	421,875	430,313	438,919	447,697	456,651	
4	Misc Revenue	4,135	6,686	10,950	14,800	15,096	15,398	15,706	16,020	16,340	2%
5	Funding Reimbursement	18,504	0	0	0	0	0	0	0	0	
6	**Total Stormwater Fund Sources**	**354,440**	**357,506**	**375,330**	**389,800**	**436,971**	**445,710**	**454,625**	**463,717**	**472,991**	
7	**Stormwater Fund Expenditures**										
8	Salaries & Benefits	175,260	205,293	214,221	244,966	249,865	254,863	254,863	259,960	259,960	2%
9	Proj Mgmt-S&B allocation	(15,197)	(14,319)	(32,500)	(27,500)	(28,050)	(28,611)	(28,611)	(29,183)	(29,183)	2%
10	Supplies	10,599	7,130	11,250	11,510	11,740	11,975	11,975	12,215	12,215	2%
11	Services & Charges	74,421	67,898	93,072	93,493	95,363	97,270	99,216	101,200	103,224	2%
12	Add Street Cleaning & Mtc.				0	0	0	20,000	25,000	30,000	
13	B&O & Utility Tax	75,415	69,698	79,766	81,361	82,989	84,648	84,648	86,341	86,341	2%
14	Transfers to Cap Equip/Comp Plan	15,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	0
15	Sub Total Operating Uses	335,498	345,701	375,809	413,830	421,907	430,145	452,090	465,532	472,556	
16	Debt Svs-Sewer Loan	10,100									
17	**Total Stormwater Fund Uses**	**345,598**	**345,701**	**375,809**	**413,830**	**421,907**	**430,145**	**452,090**	**465,532**	**472,556**	
18	**Ending Cash & Investment Balance**	**90,498**	**102,303**	**101,824**	**77,794**	**92,858**	**108,423**	**110,957**	**109,142**	**109,577**	
19	**Change in Cash & Investments**	**8,842**	**11,805**	**(479)**	**(24,030)**	**15,064**	**15,565**	**2,534**	**(1,815)**	**435**	

Cash & Investment Balance needs to cover three months of operating expenditures per city resolutions No. #08-850 & 13-866.
A potential $2.00 rate increase was calculated for 2018 to show how this would affect cash balances.
Operating Revenue does not support Street Cleaning and Maintenance until 2020 to 2022.
Growth from Oak Pointe is only included at 2%, If growth occurs at a faster pace, the amount of rate increase will vary.

Projected Stormwater Fund - Ending Fund Balance



Capital Funds

Capital Projects funds are used to account for the construction or acquisition of buildings, equipment and roads. Depending on its use, a fixed asset may instead be financed by a special revenue fund or a proprietary fund. A capital project fund exists only until completion of the project.

Early Black Diamond Band

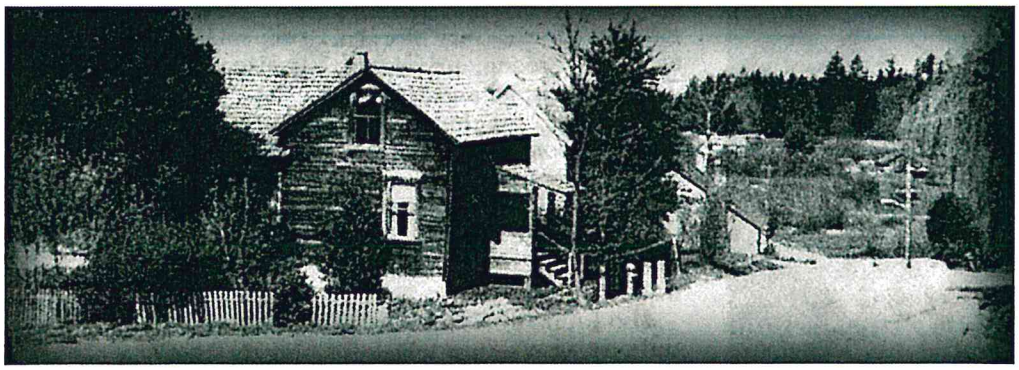
Real Estate Excise Tax 1 – Fund 310

Washington State levies a real estate excise tax (REET) on all property sales of 1.28% of a property's full selling price. A locally-imposed tax is also authorized, though the rate and uses of the funds differ by population size and whether the city or county is planning under the Growth Management Act (GMA). All cities are allowed to levy a 0.25% tax on property sales (REET 1), cities and counties that are planning under the GMA may also levy a second quarter percent tax (REET 2).

Black Diamond levies both REET 1 and REET 2, combined to bring total Real Estate Excise Tax to 1.78%. Every city in King County levies both REET 1 and 2, with the exception of Skykomish, which collects .25%. This REET 1 fund, is specifically to be used for General Government Capital Projects, Fund 310, and General Government Capital Expenditures in the 510 Fund. After December 31, 2016, there are increasing limitations on REET monies used for maintenance.

	Revenue - General Government REET Fund 310	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
1	**Beginning Cash and Investments**	**229,144**	**186,508**	**133,341**	**130,258**	**152,758**	**19,417**	**14.6%**
2	R1 1.4% REET-King County	65,059	85,855	95,000	150,000	113,000	18,000	18.9%
3	LGIP Investment Interest	178	172	150	500	700	550	366.7%
4	Subtotal REET 1 Revenue	65,237	86,027	95,150	150,500	113,700	18,550	19.5%
5	**Total REET 1 Sources**	**294,381**	**272,535**	**228,491**	**280,758**	**266,458**	**37,967**	**16.6%**

	Expenditures - General Government REET Fund 310	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
6	Transfer to 310 General Govt Capital	62,873	135,277	96,000	96,000	123,500	27,500	28.6%
7	Transfer to 510 Police and Fire Equip.	45,000	7,000	32,000	32,000	7,500	(24,500)	-76.6%
8	**Subtotal Gen Govt REET 1 Expenditures**	**107,873**	**142,277**	**128,000**	**128,000**	**131,000**	**3,000**	**2.3%**
9	**Ending Cash and Investments**	**186,508**	**130,258**	**100,491**	**152,758**	**135,458**	**34,967**	**34.8%**
10	**Total REET 1 Uses**	**294,381**	**272,535**	**228,491**	**280,758**	**266,458**	**37,967**	**16.6%**



Most of the Pacific Coal Mining Company houses were constructed from local timber by the 35 carpenters the company had hired to build Black Diamond.

General Government Capital Projects Fund 310

The 310 General Government Capital Project Fund is primarily funded by REET 1 and grants. Projects planned include funds to acquire land for the Ginder Creek property rehab. Also money has been set aside for the Comp Plan Update, police and government technology, and signs for the gym and for way-finding.

	Revenue - Gen Govt Capital Fund 310	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
	Beginning Cash and Investments	**280,382**	**201,200**	**170,819**	**136,942**	**23,795**	**(147,024)**	**-86.1%**
1	Transfer in REET 1	62,873	135,277	91,000	96,000	123,500	32,500	35.7%
2	Transfer In-Sewer	15,000	-			15,000	15,000	
3	King Co Parks Tax Levy	9,202	9,804	9,000	9,000	9,000	-	0.0%
4	Seattle Port Alliance Sign Grant					6,000		
5	Grant Matching Funds	20,975		5,000	5,000	2,500	(2,500)	-50.0%
6	County Conservation Futures Grant		-	35,000	-	-	(35,000)	-100.0%
7	DOE Grant Lk Sawyer/AVMF-Weed Contr	6,635	-	16,424	-	-	(16,424)	-100.0%
8	Grant for Comp Plan	9,000	-	-	-	-		
9	**Total Revenue**	**123,684**	**145,081**	**156,424**	**110,000**	**156,000**	**(424)**	**-0.3%**
10	**Total General Govt Capital Sources**	**404,066**	**346,281**	**327,243**	**246,942**	**179,795**	**(147,448)**	**-45.1%**

	Expenditures - Gen Govt Capital Fund 310	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
11	City Comprehensive Plan Update - CIP G4	15,978	142,948	96,000	96,000	35,000	(61,000)	-63.5%
12	E Ginder Creek Rehab & Trail Project - CIP P7	14,444	-	90,000	-	44,000	(46,000)	-51.1%
13	General Government Technology - CIP G1	28,684	7,153	40,653	40,653	35,000	(5,653)	-13.9%
14	Signs for Gym and Wayfinding - CIP G5					17,000	17,000	
15	Police Technology - CIP L1	11,059	5,097	30,532	30,532	15,000	(15,532)	-50.9%
16	City Campus Improvements - CIP G2	43,033	27,226	4,374	4,374	5,000	626	14.3%
17	Grant Matching - CIP P2	21,000		7,500	7,500	2,500	(5,000)	-66.7%
18	Capital Facility Allocation	18,119	9,522	25,000	25,000		(25,000)	-100.0%
19	In City -Forest Open Space Land	5,905	132	19,096	19,000		(19,096)	-100.0%
20	Transportaion Benefit District	-	838	14,000	-		(14,000)	-100.0%
21	Tree Mitigation	426	-	88	88		(88)	-100.0%
22	Prior Projects	44,219	16,423				-	
23	**Subtotal Expenditures**	**202,866**	**209,339**	**327,243**	**223,147**	**153,500**	**(173,743)**	**-53.1%**
24	**Ending Cash and Investments**	**201,200**	**136,942**		**23,795**	**26,295**	**26,295**	
25	**Total General Govt Capital Uses**	**404,066**	**346,281**	**327,243**	**246,942**	**179,795**	**(147,448)**	**-45.1%**

Real Estate Excise Tax 2 – Fund 320

The collection of REET 2 is authorized by RCW 8245.010 and can be used for capital projects. This part of the real estate excise tax may only be levied by cities that plan under the Growth Management Act.

Specifically, one quarter percent of the real estate excise tax is to be used for public works projects for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems, planning, construction, reconstruction, repair, rehabilitation, or improvement of parks.

Midyear in 2011 the Washington State Legislature authorized for five years the usage of up to $100,000 of REET monies for the maintenance of capital assets, but after December 31, 2016, there are increasing limitations on REET monies used for maintenance. REET 2 monies in Black Diamond are transferred to Fund 320 for Street and Public Works capital projects. For detailed projects, see the 320 Fund section on the next page.

	Revenue - Pub Works REET Fund 320	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
1	**Beginning Cash and Investments**	**278,056**	**155,904**	**116,024**	**111,911**	**152,411**	**36,387**	**31.4%**
2	R2 1/4% REET Tax-K/C	65,059	85,855	95,000	150,000	113,000	18,000	18.9%
3	LGIP Investment Interest	188	152	120	500	700	580	483.3%
4	**Subtotal REET 2 Revenue**	**65,248**	**86,007**	**95,120**	**150,500**	**113,700**	**18,580**	**19.5%**
5	**Total REET 2 Sources**	**343,304**	**241,911**	**211,144**	**262,411**	**266,111**	**54,967**	**26.0%**

	Expenditures - Pub Works REET Fund 320	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
6	Transfer out to Street Fund	50,000	50,000	50,000	50,000	-	(50,000)	-100.0%
7	Transfer out 320 PW Capital	77,700	80,000	60,000	60,000	135,226	75,226	125.4%
8	Transfers to Prior Projects	59,700						
9	**Subtotal REET 2 Revenue**	**187,400**	**130,000**	**110,000**	**110,000**	**135,226**	**25,226**	**22.9%**
10	**Ending Cash and Investments**	**155,904**	**111,911**	**101,144**	**152,411**	**130,885**	**29,741**	**29.4%**
11	**Total REET 2 Sources**	**343,304**	**241,911**	**211,144**	**262,411**	**266,111**	**54,967**	**26.0%**

Public Works Capital Projects Fund 320

The Public Works Capital Projects Fund 320 receives funds largely from grants and REET 2, for street, sidewalk, trail and capital facilities projects. Projects in the budget for 2017 include Roberts Drive rehabilitation, citywide chip and seal, and asphalt overlay.

Street projects that are 100% developer funded, are planned for 2017 but are not included in the 2017 Budget. They are T3 – Annexation Road (now Villages Parkway SE, T4 – Lake Sawyer Road Extension (now Willow/Dogwood), T19 – Roberts Dr/Lake Sawyer Rd Extension, and T17 – Ravensdale/169 Interchange for a total of $5,900,000. Project T9, 232nd Ave SE, was deferred by Public Works until 2018.

	Revenue - Public Works Capital Fund 320	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Budget	Budget $ Change	Budget % Change
	Beginning Cash and Investments	**159,314**	**134,528**	**295,002**	**175,358**			**0.0%**
1	Transfer in REET 2	137,400	80,000	60,000	25,000	187,476	127,476	212%
2	Robert Dr Rehab-TIB 6-P-800-002-1		65,154	1,225,903	167,805	1,079,867	(146,036)	-12%
3	Jones Lake Grant TIB Grant			135,219	98,584		(135,219)	-100%
4	224th Ave SE Asphalt Overlay Grant					255,000	255,000	
7	Street Light Replacement Grant				58,300		-	
8	Grant Matching					5,765	5,765	
9	Chip Seal Grant			117,087			(117,087)	-100%
10	CDBG Grant			210,000			(210,000)	-100%
11	Prior Projects	355,383	37,890				-	
12	Subtotal Pub Works Cap. Fund	492,783	183,044	1,748,209	349,689	1,528,108	(220,101)	-12.6%
13	**Total Pub Works Cap Fund Sources**	**652,097**	**317,572**	**2,043,211**	**525,047**	**1,528,108**	**(515,103)**	**-25.2%**

	Expenditures - Public Works Capital Fund 320	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Budget	Budget $ Change	Budget % Change
14	Roberts Drive Reconstruction - CIP T2	9,314	80,165	1,431,224	194,485	1,158,108	(273,116)	-19.1%
15	224th Ave SE Asphalt Overlay Grant - CIP T6					300,000	300,000	
16	Grant Matching - CIP T13	83,931	32,089	48,646	48,646	40,000	(8,646)	-17.8%
17	Street Overlays, Repairs and Signs - CIP T1	73,380	9,832	178,097	48,372	30,000	(148,097)	-83.2%
18	Jones Lake Project	-	-	165,244	165,244		(165,244)	-100.0%
19	Capital Project Updates	-	12,493	10,000	10,000		(10,000)	-100.0%
20	First Avenue Sidewalk	-	-	210,000	-		(210,000)	-100.0%
21	Street Light Replacement				58,300		-	
22	Prior Projects	345,143	7,636				-	
23	**Subtotal Pub Works Cap. Project Revenue**	**511,768**	**142,214**	**2,043,211**	**525,047**	**1,528,108**	**(515,103)**	**-25.2%**
24	**Ending Cash and Investments**	**140,329**	**175,358**					
25	**Total Pub. Works Cap. Project Sources**	**652,097**	**317,572**	**2,043,211**	**525,047**	**1,528,108**	**(515,103)**	**-25.2%**

WSFFA Fund 402

The Water Supply Facility Funding Agreement (WSFFA) holds the budget for implementation of various water sources, storage, springs rehabilitation and water transmission projects, funded by major property owners within the city according to the Water Supply and Facilities Funding Agreements.

The concept to rehabilitate the city's water source has shifted from trying to protect and rehabilitate the existing open springs, replacing pipes over the steep slope, and reconstructing the river crossing, to tapping an artesian spring on the north side of the river, changing the water right point of withdrawal, and securing an easement from State Parks.

This capacity and system reliability project includes a new pumping system, an updated chlorine system, and replacing the transmission main back to Black Diamond. The City's draft Capital Improvement Plan 2017 – 2022 describes this project in more detail.

	Revenue - WSFFA Fund 402	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Budget	Budget $ Change	Budget % Change
1	**Beginning Cash and Investments**	**59,851**	**157,283**	**70,000**	**75,679**	**70,000**	**-**	**0.0%**
2	Developer Contribution	88,761	25,070	560,000	140,878	464,500	(95,500)	-17.1%
3	Investment Interest	63	153	150	600	500	350	233.3%
4	PCC Springs Contribution	29,059						
5	**Subtotal WSFFA Revenue**	**117,883**	**25,223**	**560,150**	**141,478**	**465,000**	**(95,150)**	**-17.0%**
6	**Total WSFFA Sources**	**177,734**	**182,506**	**630,150**	**217,157**	**535,000**	**(95,150)**	**-15.1%**

	Expenditures - WSFFA Fund 402	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
7	Springs Permits, Wat Rights, Easements W2			300,000	131,157	150,000	(150,000)	-50%
8	Springs Chlorine - CIP W2	20,319	72,350	100,000	-	260,000	160,000	160%
9	Springs Legal, Management & Admin W2	132	34,477	90,000	10,000	-	(90,000)	-100%
10	Springs Staff Allocation - CIP W2			70,000	6,000	55,000	(15,000)	-21.4%
11	**Subtotal WSFFA Expenditures**	**20,451**	**106,827**	**560,000**	**147,157**	**465,000**	**(95,000)**	**-17.0%**
12	**Ending Cash and Investments**	**157,283**	**75,679**	**70,150**	**70,000**	**70,000**	**(150)**	**0%**
13	**Total WSFFA Uses**	**177,734**	**182,506**	**630,150**	**217,157**	**535,000**	**(95,150)**	**-15.1%**

Water Capital Fund 404

Capital Projects associated with the Water Utility are included here. The city collects capital facility charges from new customers when they connect to the water system to cover the cost of new capacity, adding project and upgrades to the existing water system, and to cover debt service for the acquisition of water supply. Very little capital facility funds have been collected in recent years because of very little growth. Net revenue from customer charges after paying for regular maintenance and operations are to cover the cost of system replacement projects in this fund. However the Water Operations fund has not been able to generate net revenue in order to set aside funds for repair or replacement projects. More detail on these and other projects can be found in the draft Capital Improvement Plan 2017 – 2022.

	Revenue - Water Capital Fund 404	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
1	**Beginning Cash and Investments**	**441,809**	**331,666**	**287,700**	**274,195**	**177,147**	**(110,553)**	**-38.4%**
2	Water Connection Charges	26,439	22,389	41,830	60,000	60,000	18,170	43.4%
3	CDBG Grant		33,829	191,171	187,600		(191,171)	-100.0%
4	Internal Transfer In		19,000	56,000	102,000	65,000	9,000	16.1%
5	Loan from Drinking Water State Fund			140,000				
6	Misc. and Investment Interest	1,368	453		900	500	500	
7	**Subtotal Water Capital Fund Revenue**	**27,807**	**75,671**	**429,001**	**350,500**	**125,500**	**(303,501)**	**-70.7%**
8	**Total Water Capital Fund Sources**	**469,616**	**407,337**	**716,701**	**624,695**	**302,647**	**(414,054)**	**-57.8%**

	Expenditures - Water Capital Fund 404	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
9	Downtown Water Replacement	44	62,318	356,171	305,548		(356,171)	-100.0%
10	Water Comprehensive Plan - CIP W3		1,848	111,000	30,000	30,000	(81,000)	-73.0%
11	Water Telemetry Project		11,902	13,000				
12	Water Rate Study			5,000			(5,000)	-100.0%
13	Asbestos Water Main Replace Survey W5					5,000	5,000	
14	Transfer to Internal Projects		19,000	56,000	102,000	65,000	9,000	16.1%
15	4.3 Mil Gal Reservior Maint Project W1	31,796	18,074	9,600		36,000	26,400	275.0%
16	Transfer to Water Operating for Debt	80,000	20,000	10,000	10,000		(10,000)	-100.0%
17	Prior Projects	26,110						
18	**Subtotal Water Capital Expenditures**	**137,950**	**133,142**	**560,771**	**447,548**	**136,000**	**(424,771)**	**-75.7%**
19	**Ending Cash & Invest Unreserved**	**331,666**	**274,195**	**155,930**	**177,147**	**166,647**	**10,717**	**6.9%**
20	**Total Water Capital Fund Uses**	**469,616**	**407,337**	**716,701**	**624,695**	**302,647**	**(414,054)**	**-57.8%**

Sewer Capital Fund 408

Preliminary engineering for the Cedarbrook Sewer Main project is scheduled for 2017 in the Sewer Capital fund. The sewer fund is loaning $160,000 to the Police Equipment Replacement fund to replace four patrol vehicles in 2017. More detail on these and other Sewer projects are in the Draft Capital Improvement Plan 2017 – 2022.

	Revenue - Sewer Capital Fund 408	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
1	**Beginning Cash and Investments**	**900,860**	**791,642**	**711,000**	**701,374**	**601,874**	**(109,126)**	**-15.3%**
2	Connection Hookup Fees	7,871	9,550	16,540	10,000	10,000	(6,540)	-39.5%
3	Interest and Miscellaneous	1,556	1,250		2,500	2,500	2,500	
4	Debt Repayment	56,584	46,460					
5	Transfer in from Internal Project		9,791	10,000	13,000	89,000	79,000	790.0%
6	Transfers in from Other Funds					30,000	30,000	
7	**Subtotal Sewer Capital Revenue**	**66,011**	**67,051**	**26,540**	**25,500**	**131,500**	**104,960**	**395.5%**
8	**Total Sewer Capital Fund Sources**	**966,871**	**858,693**	**737,540**	**726,874**	**733,374**	**(4,166)**	**-0.6%**

	Expenditures - Sewer Capital Fund 408	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
9	Transfer out to Sewer Operating	80,000	80,000	100,000	100,000	80,000	(20,000)	-20.0%
10	Sewer Rate Study			3,000			(3,000)	-100.0%
11	Infiltration and Inflow - CIP S2		8,906	25,000		25,000	-	0.0%
12	Morganville Sewer Lift Station	30,830	31,543					
13	Preserve Sewer Treatment Plant	9,592	18,104					
14	Preserve Sewer Lagoon		8,975	15,000	15,000			
15	Prior Projects	40,017						
16	Loan for Police Cars - CIP L2					160,000	160,000	
17	Transfer out to Internal Projects		9,791	10,000	10,000	89,000	79,000	790.0%
18	Facility and Fencing Improvements - CIP S1					59,000	59,000	
19	Cedarbrook Sewer Main - CIP S3					35,000	35,000	
20	**Subtotal Sewer Capital Fund Expenditures**	**160,439**	**157,319**	**153,000**	**125,000**	**448,000**	**295,000**	**192.8%**
21	**Ending Cash and Investments**	**806,432**	**701,374**	**584,540**	**601,874**	**285,374**	**(299,166)**	**-51.2%**
22	**Total Sewer Capital Fund Uses**	**966,871**	**858,693**	**737,540**	**726,874**	**733,374**	**(4,166)**	**-0.6%**

Stormwater Capital Fund 410

The Stormwater Capital Fund provides for stormwater improvement projects in Black Diamond. The City has been fortunate to receive Department of Ecology grants in recent years for projects. Details on these and other projects scheduled over the next six years are found in the draft CIP.

	Revenue - Stormwater Capital 410	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
1	**Beginning Cash and Investments**		**20,528**		**59,189**	**56,189**	**56,189**	
2	Opportunity Grant - N. Commerical Storm					25,000	25,000	
3	Grant Matching	60,000						
4	King County Culvert Grant				30,000			
5	Stormwater DOE Grants		143,791	50,000		47,000	(3,000)	-6.0%
6	**Subtotal Stormwater Capital Revenue**	**60,000**	**143,791**	**50,000**	**30,000**	**72,000**	**22,000**	**44.0%**
7	**Total Stormwater Capital Sources**	**60,000**	**164,319**	**50,000**	**89,189**	**128,189**	**78,189**	**156.4%**

	Expenditures - Stormwater Capital 410	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget $ Change	Budget % Change
8	North Commercial Storm Pond - D3					25,000	25,000	
9	Stormwater DOE Grant Improvements		44,974	50,000		25,000	(25,000)	-50.0%
10	Replace Covington Creek Culverts - CIP D2					22,000	22,000	
11	Lawson Hills Strm Pnd Sediment Removal D1					10,000	10,000	
12	Shared Facility Upgrades - S1 Portion					10,000	10,000	
13	Stormwater Pond Design and Misc	34,446	59,714		3,000		-	
14	King County Culvert		442		30,000		-	
15	**Subtotal Stormwater Capital Revenue**	**34,446**	**105,130**	**50,000**	**33,000**	**92,000**	**42,000**	**84.0%**
16	**Ending Cash and Investments**	**25,554**	**59,189**		**56,189**	**36,189**	**36,189**	
17	**Total Stormwater Capital Uses**	**60,000**	**164,319**	**50,000**	**89,189**	**128,189**	**78,189**	**156.4%**

Soccer at Flaming Geyser

City of Black Diamond

Financial Management Policies

Per Resolution 08-560
Updated for Long Term Planning Per Resolution 13-866

Background and Purpose

Financial policies provide guidelines for City of Black Diamond's leaders to ensure sound decision-making that safeguards core services while moving the community forward to achieve its vision. Good financial management ensures the City is able to withstand economic fluctuations, maintain focus on the entire financial picture, and adjust to the changing service needs of the community of Black Diamond.

This policy incorporates past financial practices in defining the current policies to be used by the City to meet its obligations and operate in a financially prudent manner. These policies have been established to provide general fiscal guidelines and are intended to provide sound direction in the management of the City's financial affairs.

Operating Budget Policies

General budget policies ensure service levels are reasonable and attainable and that budget documents detailing revenues and expenditures accurately reflect Council and community goals. The City of Black Diamond budget procedures are in compliance with the Revised Code of Washington, Chapter 35A.33. The City budgets annually on the calendar year beginning January 1st and ending December 31st. The City Council shall adopt the budget by Ordinance at the fund level. Amendments to the budget that change fund totals will be adopted by the Council through an Ordinance, which is usually done mid-year and year-end.

Citizen Involvement

Citizen involvement shall be encouraged in the budget decision-making process through public hearings and study sessions.

Service Level Determinations

The City Council will establish municipal service levels and priorities for the upcoming year to guide staff in developing goals, objectives and budget proposals.

Conservative Budgeting

The City will use a conservative budgeting approach and accepted analytical techniques including trending, per capita estimates of intergovernmental revenue and sales and property tax estimates based on prior year revenues adjusted for reasonable known growth factors. All positions will be budgeted for a full year.

Long Term Financial Planning

Long-term financial planning is the process of aligning financial capacity with long-term service objectives. Financial forecasting is the process of projecting revenues and expenditures over a long-term period, using assumptions about economic conditions, future spending scenarios, and other salient variables.

The City shall, utilizing best available, cost-effective practices, engage in collaborative long-term financial planning as part of its overall budget process. To provide insight into future financial planning, such long-term financial planning should combine financial forecasting and analysis with a strategic operational perspective. The overall goals of long-term financial planning* are to:

1. Balance–Budgets: Recognize the long-term impacts of today's decisions, setting the stage for balanced budgets in successive years by avoiding temporary solutions.
2. Reduce Conflict During Budgeting: Organize financial planning around a consensus-based set of service and financial goals, which sets boundaries on the budget process and creates an understanding of budget priorities.
3. Manage Growth: Optimize the City's ability to sustain operations and support service levels through a financial strategy that balances the needs of new and existing residents.
4. Stabilize Rates: Identify potential peaks and valleys in future revenues and expenses, allowing the City to take countervailing action ahead of time.
5. Provide Planned Services: Provide a process for making decisions about the level of service that government will provide over a multi-year period.

*Note: See, Government Finance Officers Association, Long-Term Financial Planning for Governments, www.gfoa.org/ltfp - ltfp@gfoa.org.

Maintenance of Facilities and Equipment

Adequate maintenance and replacement of the City's facilities, equipment and technology will be provided for in either the operating or capital budget. As practicable, these expenses will be forecasted in an equipment replacement fund in the operating budget.

Sustainable Revenue Sources

Ongoing operating program costs will not exceed the amount of ongoing revenue to finance those costs. The ongoing revenue will be identified along with new program costs. Cash balances in excess of the amount required to maintain strategic reserves will be used to fund one-time or non-recurring costs. In the event a fund has an emergency or economic downturn, resources from reserves may be used provided that they are replaced with in the next five years.

Cost Recovery

All taxpayers should not pay for a service that benefits only certain individuals. Therefore, fees will be established where possible to recover costs of such services or programs. Fees for services will be reviewed and adjusted as necessary and at least once a year. Based on Council direction, general taxpayer revenues may be used to subsidize all or a portion of the cost of services.

Fund Balance Reserve Policies

Adequate fund balance and reserve levels help mitigate short-term emergencies and the effect of fluctuations in the economy, as well as assist in the financial strength of the City's bond ratings.

Operating Fund Balance Reserves

The City's goal is to achieve a 10% reserve of anticipated expenditures in the General Fund Balance over the next five years or more. The reserve will be used to meet seasonal cash flow demands, provide a financial cushion in an economic downturn and meet emergency needs. In the event that the fund balance falls below that amount, the City will work to restore the balance with cost reductions, rate increases and other measures within five fiscal years.

Contingency Reserve Fund

A Contingency Reserve Fund may also be maintained in accordance with state law (RCW 35.A.33.145) to meet any municipal extent that could have not been reasonably known at the time of adopting the annual budget. The target balance may be consistent with state law at $.375 per $1,000 of assessed valuation.

Utility Operating Policies

City utilities are enterprise funds and therefore need to maintain a revenue and expense structure that allows them to be self-supporting with adequate revenue that pays for maintenance, operations, debt service and capital costs. Adequate reserves, rate analyses and budgetary policies steer the utilities toward ongoing self-sufficiency.

Utility Rates and Fees

As enterprise funds, all utilities will be self-supporting through rates, connection charges and other fees. Whenever practical, smaller utility increases will be considered more frequently, to avoid large jump in rate payer bills. Revenue will pay maintenance, operation, debt service and provide funds for capital repairs and improvements. Rates and fees will be reviewed at least biennially and adjusted to adequately reflect the cost of services. Every five years a detailed rate analysis will take place to ensure financial solvency of the utilities.

Utility Fund Reserves

All utilities will be operated in a manner to ensure an ending annual reserved fund balance in an amount equal to 90 days of annual operational appropriations. In the event that the fund balance falls below that amount or a new utility is formed, the City will work to restore the balance to that level with cost reductions, rate increases and other measures within five fiscal years. The City may use reserves to "smooth" rate increases over a period of years and avoid large jumps in ratepayer bills.

Debt Management Policies

The City will maintain adequate available debt capacity to ensure funding for major, high priority projects.

The City of Black Diamond is an infrequent issuer of debt. Debt is primarily used to finance large capital investments. Various state laws limit the City's debt capacity. General obligation debt, backed by the full faith and credit of the City, is limited to 2.5% of the value of all taxable property within the City. That percentage includes councilmanic or non-voted debt (1.5% of property values), and Local Option Capital Asset Lending – a financing contract with the Office of the State Treasurer (39.94 RCW). Revenue bonds rely on a funding source, such as utility revenues, for debt repayment.

Interfund Loans

The City will use interfund borrowing when such borrowing is cost effective, thereby eliminating the administrative cost of borrowing when adequate funds are available internally within the City's own resources. The City will not charge interest for such interfund loans that are repaid within six months. For loans beyond six months, the City will set a reasonable timeline for repayment of between one and five years and use the State's Local Government Investment Pool (LGIP) rate.

Interfund loans are permitted to cover cash flow for capital projects, where federal or state grants are approved, but there is a timing issue between city expenditures and the actual reimbursement by the granting agencies. Interfund loans shall be approved by Council with a resolution.

Bond Rating

The City will strive to obtain the best bond rating possible to produce the lowest possible interest rate on each bond sale.

Cash Management and Investment Policies

At any one time the City may have several million dollars in various funds that are not needed until some point in the future for operations, capital purchases or the repayment of debt. By placing these revenues in State's Local Government Investment Pool (LGIP) until the funds are needed, the City is able to earn interest that in turn serves as a revenue source to reduce costs to the community. Cash and investment policies reduce the City's investment risk.

Cash Sufficiency

The City will at all times maintain sufficient cash on hand to meet reasonably expected expenditures for the operating period.

Investment Goals

The City's idle cash will be invested on a continuous basis to maximize income. Priority will be given to legality of investment practices, the safety of the asset, followed by liquidity in case a need arises where the City needs access to the funds, followed by yield or return.

Allocation of Investment Income

Where permitted, the City will pool its cash resources for investment purposes. Investment income will be re-allocated to the participating funds as much as practical.

Alternative Financing Schemes and Derivative Products

The City of Black Diamond shall not utilize alternative financing schemes or derivative products to avoid restrictions imposed by law or to utilize tax loop holes.

Capital Projects and Planning Policies

The City of Black Diamond owns considerable assets in roads, a sewer system, water system, storm water system, parks, buildings, equipment and other capital. The preservation, maintenance and future improvement of these facilities are a primary responsibility of the City. Capital items are defined as those projects and purchases costing more than $5,000 and lasting three or more years.

Capital Improvement Plan

A Capital Improvement Program (CIP) is a flexible, multi-year plan containing the City's planned capital improvement projects and the recommended financing methods for funding projects. All funds and departments are brought together in a single consolidated plan for an overall view of the City's capital improvement needs. The plan includes the capital facilities element of the City of Black Diamond Comprehensive Plan required by the Growth Management Act and other capital projects that may not fit into the capital facilities category.

Capital projects typically apply to: 1) one-time costs for acquisition, construction, improvement, replacement or renovation of land, structures and major equipment; 2) expenditures which take place over two or more years; 3) funding with debt because of significant costs to be shared by current and future beneficiaries; and 4) systematic acquisition or repair and maintenance over an extended period of time.

Capital Improvement Plan (CIP) Participation

Citizen participation in the Capital Improvement Program is a priority for the City. Among the activities which shall be conducted to address the need are the following:

a) The Capital Improvement Plan shall be provided to the City Council in a timely manner to allow time for the Council members to review the proposal with constituents before it is considered for adoption.

b) Council study sessions on the Capital Improvement Plan will occur during the budget deliberations and shall be open to the public and advertised sufficiently in advance of the meetings to allow for the attendance of interested citizens.

c) Prior to the adoption of the budget and Capital Improvement Plan, the City Council shall hold noticed public hearings to provide opportunities for citizens to express their opinions on the proposed plan.

All projects included in the Capital Improvement Plan shall be consistent with the City's Comprehensive Plan.

Internal Consistency

The CIP will be consistent with the Capital Facilities Element of the Comprehensive Plan covering transportation, water, wastewater, stormwater, parks, recreation and general government facilities.

Funding Sources

City staff will analyze funding sources for all proposed capital improvement projects, including grant opportunities. Under Washington law, the City can only expend revenues from the Real Estate Excise Tax (REET) for capital items. Real estate excise tax of one-quarter of one percent on the sale of real property is currently dedicated to general government capital improvements and a second one-quarter of one percent is allocated to public works projects. Both allocations may be changed by the Council. These designated revenues are collected in the Special Revenue Funds and then transferred to the appropriate funds for expenditures of debt service or capital projects as budgeted. Each REET fund has established a targeted reserve of $200,000 to $250,000 to cover an emergency or economic downturn.

Relationship between Operating Budget and Capital Improvement Plan

The Capital Improvement Plan, as distinguished from the Operating Budget, is a multi-year financial plan for the acquisition, expansion, or rehabilitation of infrastructure, capital assets, or productive capacity of City services. Only those projects scheduled during the first year of the plan are adopted as part of the City's annual budget. Additionally, projects to be funded by bonds or "alternative funding" are budgeted when the funding is secured.

Accounting, Financial Reporting and Auditing Policies

The City was incorporated in 1959, and operates under the laws of the State of Washington applicable to a Non-Charter code City classification adopted in 1990 with a Mayor-Council form of government. The City is a general-purpose governmental entity that provides general government services including law enforcement, fire, street improvement, parks and general administrative services. In addition the City owns and operates a water, sewer and drainage system.

Accounting and Budgeting System

The City of Black Diamond will establish and maintain a high standard of accounting practices. Accounting and budgeting systems will at all times conform to the State of Washington Budgeting Accounting Reporting System (BARS) and federal and state regulations. Cities with populations under 25,000 are classified as category 2 cities and use the allowed accounting. The accounting is single-entry, cash basis accounting, which is a departure from generally accepted accounting principles (GAAP). The city uses the revenue and expenditure classifications contained in the Budgeting, Accounting and Reporting System (BARS) manual. The manual is prescribed by the State Auditor's Office under the authority of Washington State Law, Chapter 43.09 RCW.

Financial Reporting

Reporting frequency –Monthly budget and actual reports are distributed to all departments. Quarterly reports, as a minimum frequency, are presented to the City Council.

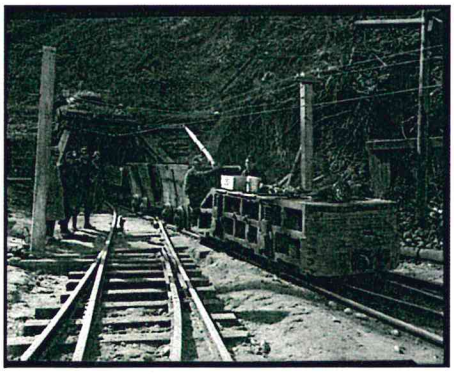
Annual Report-Will be completed by May 30th and is distributed to the City Council, departments and the State Auditor's Office.

Reporting Improvements -The City will strive to continue to make improvements in its financial reporting so that information available to the public, the City's governing bodies and other city departments is clear and the best available for sound financial decisions.

Accounting System-A comprehensive accounting system is maintained to provide all financial information necessary to effectively operate the City.

Full Disclosure -All public reports are to contain full and complete disclosure of all material matters.

Audit Policy-The City will assist the State Auditor's Office in whatever way possible in conjunction with the preparation of the audit every two years and will implement modifications identified by the State Auditor to improve the City's internal controls and financial practices.



New Black Diamond Mine opening, 1927

2017 Proposed Salary Schedule	Step 1	Step 2	Step 3	Step 4	5 & On
City Administrator	9,345	9,649	10,112	10,478	10,848
Assistant City Administrator	8,033	8,435	8,837	9,238	9,640
Court Administrator	5,891	6,159	6,427	6,694	6,962
Court Clerk (hourly)	18.54	20.09	21.63	23.18	24.72
Court Clerk	3,213	3,482	3,749	4,017	4,284
Accounts Payable Clerk (hourly)	17.91	19.34	20.89	22.56	24.93
MDRT & Economic Director	7,498	7,899	8,301	8,703	9,104
City Attorney	8,161	8,569	8,997	9,447	9,919
City Clerk/HR Manager	7,498	7,899	8,301	8,703	9,104
Deputy City Clerk	4,499	4,814	5,128	5,443	5,757
Finance Director	7,498	7,899	8,301	8,703	9,104
Deputy Finance Director	6,631	7,013	7,396	7,778	8,161
Utility Clerk	3,213	3,481	3,749	4,017	4,284
Senior Accountant	4,499	4,814	5,128	5,443	5,757
Sr. Accountant part time (hourly)	25.79	27.08	28.43	29.86	31.35
Accountant 1 Journey (hourly)	16.61	17.43	18.30	19.22	20.18
Administrative Assistant 2	3,213	3,481	3,749	4,017	4,284
Administrative Assistant 1	2,356	2,544	2,731	2,919	3,106
Information Services Manager	6,962	7,364	7,766	8,167	8,569
Police Chief	10,236	10,585	11,008	11,287	11,692
Police Commander	9,194	9,514	9,794	10,074	10,398
Police Sergeant	8,292	8,757	-	-	-
Police Officer	5,037	5,645	6,255	6,863	7,440
Police Records Coordinator	4,499	4,814	5,128	5,443	5,757
Police Clerk 62.5% (hourly)	15.05	16.51	17.96	18.98	20.87
Facilities Equipment Coordinator	4,499	4,814	5,128	5,443	5,757
Human Resources Director	7,498	7,899	8,301	8,703	9,104
Community Dev/Nat Resources Director	7,498	7,899	8,301	8,703	9,104
Permit Center Supervisor	5,891	6,159	6,427	6,694	6,962
Permit Technician	4,499	4,814	5,128	5,443	5,757
Permit Technician 60% (hourly)	25.96	27.77	29.59	31.40	33.22
Compliance Officer	4,499	4,814	5,128	5,443	5,757
Senior Planner	5,355	5,622	5,903	6,198	6,508
Planner	4,499	4,814	5,128	5,443	5,757
MDRT Planner 75% (hourly)	25.95	27.77	29.59	31.40	33.22
Associate Planner	4,482	4,707	4,942	5,189	5,448
Assistant Planner	4,181	4,391	4,610	4,840	5,082
Building Official	6,962	7,364	7,766	8,167	8,569
Parks Department Director	7,498	7,899	8,301	8,703	9,104
Public Works Director	7,498	7,899	8,301	8,703	9,104
Utilities Superintendent	6,962	7,364	7,766	8,167	8,569
Capital Projects Program Manager	5,355	5,622	5,903	6,198	6,508
Construction Inspector	6,962	7,364	7,766	8,167	8,569
Public Utilities Operator	4,713	4,794	4,889	4,982	5,076
Public Works Administrative Asst 3	4,250	4,463	4,686	4,920	5,167
Utility Worker-Facility/Eq/Utility Worker	3,323	3,644	3,965	4,287	4,629
Utility Worker Seasonal (hourly)	13.24	13.90	-	-	-

City of Black Diamond Statistics

City Hall Address:

24301 Roberts Drive
PO Box 599
Black Diamond, WA 98010
Phone: (360) 886-5700
Fax: (360) 886-2592
Class: Code

Form of Government: Mayor-Council

Model Traffic Ordinance: No
Wards: No

School Districts: Auburn School District No. 408, Enumclaw School District No. 216, Kent School District No. 415, Tahoma School District No. 409

Special Districts: Soos Creek Water and Sewer, Covington Water District, King County Ferry District, King County Flood Control Zone District, King County Public Hospital District No. 1, King County Rural Library District, Port of Seattle

Web Site: www.ci.blackdiamond.wa.us

Business Hours: 8:30am - 5:00pm
Council Meetings: 1st & 3rd Thu - 7:00pm

Work Sessions: On 2nd Thursdays – 6:00pm

County: King

Incorporation 1959: Although the City has been around for more than one hundred years as a coal mining town, the City of Black Diamond did not incorporate until 1959. It was determined by a favorable majority vote on January 20, 1959; and the first official meeting of the Black Diamond City Council was held on March 3, 1959.

Black Diamond location: on Hwy 169, south of Interstate 90, in southeast King County about 30 miles southeast of Seattle. It is near Renton (18 miles), and Enumclaw (8 miles). Black Diamond is positioned 47.31 degrees north of the equator and 122.00 degrees west of the prime meridian.

Population and land area: The population of Black Diamond is approximately 4,305 (2016). The amount of land area in Black Diamond is 5.207 sq. miles. The amount of surface water is 0.132 sq. miles. Black Diamond elevation is 628 feet above sea level.

Area Attractions: **Black Diamond Historical Business District**

Lake Sawyer Regional Park

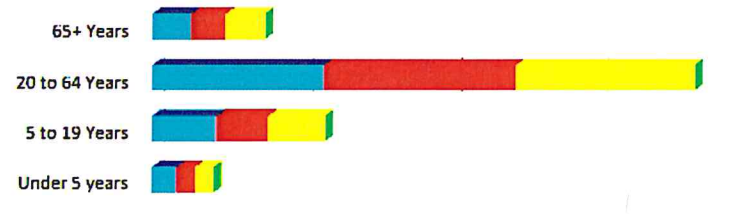
Flaming Geyser State Park

Also Hiking, Biking, Golfing, Fishing and Country Drives

Black Diamond Historical Museum
PO Box 232
32627 Railroad Ave at Baker Street
Black Diamond WA 98010
Phone: 360-886-2142
This museum in the old Railroad Depot has exhibits of 19th century machinery, coal mining, a jail and much more. Open on Thursdays and Saturdays - Call for hours - Free Admission

Major Businesses:
Anesthesia Supply Company
Enumclaw School District
City of Black Diamond
Palmer Coking Coal Co.

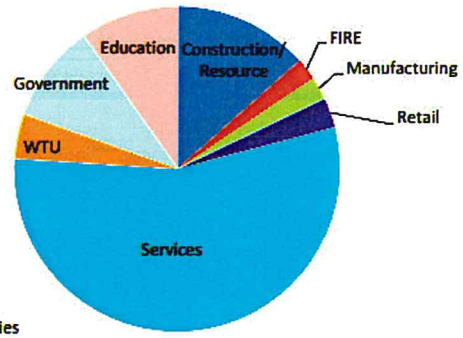
2014 Age Group Comparison



	Under 5 years	5 to 19 Years	20 to 64 Years	65+ Years
Black Diamond	8.4%	21.8%	57.8%	13.1%
King County	6.2%	17.3%	64.8%	11.6%
Washington State	6.4%	19.2%	61.2%	13.3%

Source: US Census, ACS, 5-Year Estimates

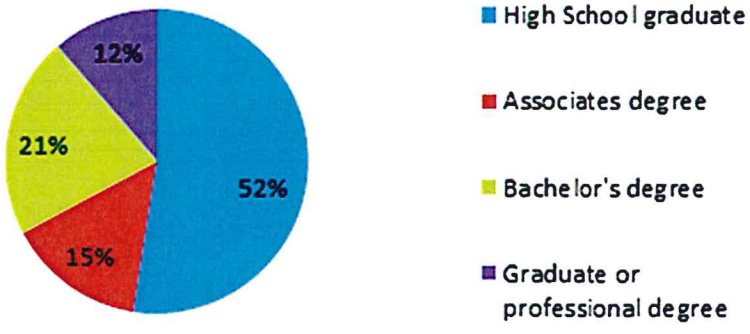
2014 PSRC Black Diamond Employment Estimates



WTU: Wholesale Trade, Transportation and Utilities

Source: PSRC Covered Employment Estimates

Educational Attainment, Black Diamond

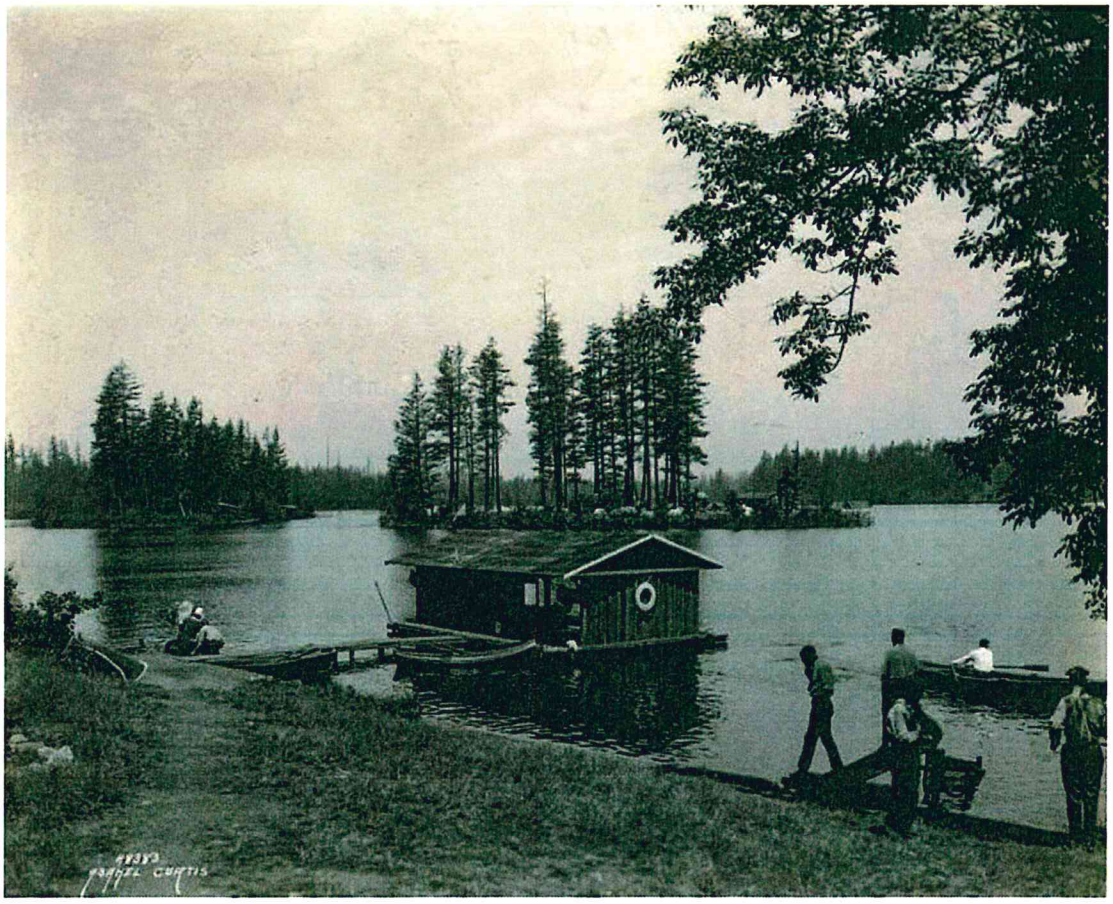


Source:

City-Data.com

Year	Sales Taxes
2000	178,553
2001	171,913
2002	202,713
2003	178,703
2004	230,263
2005	227,760
2006	289,613
2007	305,497
2008	286,610
2009	249,526
2010	265,177
2011	297,333
2012	262,974
2013	290,795
2014	302,927
2015	311,929
2016	350,000 est

	Assessed Valuation	New Construction	Final Assessed Valuation	Levy Rate
2000	294,620,050	8,162,011	302,782,061	2.206
2001	322,721,666	11,613,750	334,335,416	2.196
2002	353,992,917	4,667,520	358,660,437	2.097
2003	356,571,798	2,394,661	358,966,459	1.981
2004	401,497,572	1,943,946	403,441,518	1.904
2005	427,240,702	4,372,118	431,612,820	2.032
2006	446,214,893	3,578,995	449,793,888	2.003
2007	497,642,229	2,397,737	500,039,966	1.839
2008	560,299,568	7,314,478	567,614,046	1.651
2009	626,088,991	10,806,265	636,895,256	1.521
2010	552,382,312	2,739,869	555,122,181	1.777
2011	529,857,064	3,058,528	532,915,592	2.570
2012	536,580,666	2,514,106	539,094,772	2.593
2013	499,553,614	1,641,937	501,195,551	2.830
2014	548,399,243	4,187,903	552,587,146	2.620
2015	593,190,272	2,052,701	595,242,973	2.425
2016	660,150,221	4,916,109	659,796,088	2.242



The Grove at Lake Sawyer – a Resort - 1925

CITY OF BLACK DIAMOND

2016 Calendar for 2017 Budget

	Process	Internal Due Date	Workstudy Meeting	City Council	State Law Limitations
1	Budget CALL: Budget requests and instructions go out to all departments	Aug 11			Sept 12
2	Finance & dept heads prepares revenue sources and preliminary expenditures for salaries and benefits	August 12			
3	Deadline for department head budget requests to Finance	Sept 8			
4	Estimates to be filed with the City Clerk	Sept 20			Sept 26
5	City Clerk Submits to CAO the proposed prelim budget setting forth the complete financial program	Sept 27			Oct 3
6	Special Meeting Workstudy 6pm - CAO provides Council with current info on Revenue from all sources as adopted in 2016 Budget, provides the Clerk's proposed Prelim 2017 Budget for General Fund and 2017 budget totals for all funds including debt service.	Sept 23	Sept 29		Oct 3
7	General Fund Revenue and Property Tax Review & Public Hearing		Oct 13	Oct 13	
8	Special Council Meeting 6pm Workstudy Budget on Parks, Public Safety, General Fund for 2017.	Oct 11	Oct 18		Oct 1 - 31
9	Special Council Meeting 6pm - Public Hearing on Revenue Sources including possible increases in Property Tax. Workstudy – Public Works Budgets for REV and EXP for Street, Water, Sewer, Stormwtr, REET 1&2 and Gen Govt, Utilities, Capital Projects and Debt Service.	Oct 7 Oct 20	Oct 27	Oct 27	Oct 1 - 31
10	Budget and Property Tax Workstudy		Nov 10		
11	City Clerk publishes notice of public hearing on 2017 Budget and filing of preliminary budget – once a week for 2 consecutive weeks – Draft Budget submittal ready	Nov 3 - 10			Nov 1 - 11
12	Copies of Preliminary Budget made available to the public	Nov 17			Nov 18
13	Preliminary 2017 Budget Document ready. City Council holds 1st public hearing on 2017 Budget			Nov 17	Nov 2 - 29
14	Adopt Property Tax 2017, forward to King County by 11/30/2016			Nov 17	Nov 30
15	Final Budget Hearing on 2017 Budget			Dec 1	Dec 5
16	File Property tax worksheet and Ordinances with King County	Dec 2-5			Dec 5
17	City Council adopts Final 2017 Budget and transmits to the State Auditor's Office (plus possible amendment to property taxes)			Dec 1 or Dec 15	Dec 31

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:

Resolution on contracting procedures and policies

Agenda Date: December 15, 2016 **AB16-089**

Mayor Carol Benson	
City Administrator	
City Attorney David Linehan	
City Clerk – Brenda L. Martinez	
Com Dev/Nat Res – Andy Williamson	
Finance – May Miller	
MDRT/Ec Dev – Andy Williamson	
Police – Chief Kiblinger	
Public Works – Seth Boettcher	
Court – Stephanie Metcalf	
Councilmember Morgan	X

Cost Impact (see also Fiscal Note): $

Fund Source: --

Timeline:

Agenda Placement: ☐ Mayor ☒ Two Councilmembers ☐ Committee Chair ☐ City Administrator

Attachments: Proposed Resolution

SUMMARY STATEMENT:

Councilmembers Weber and Morgan have placed this item on the agenda.

FISCAL NOTE (Finance Department):

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 16-XXXX *(Clerk to assign number after adoption),* contracting procedures and policies.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
November 3, 2016	Referred to committee	
December 15, 2016		

RESOLUTION NO 16-

A RESOLUTION OF THE CITY OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON ON CONTRACTING PROCEDURES AND POLICIES

WHEREAS RCW 35A.11.020 gives the city's contracting authority to the Council, "by and through its legislative body, such municipality may contract and be contracted with;"; and

WHEREAS State law imposes certain restrictions on the City's contracting authority which includes bidding requirements, etc., such as that in RCW 39.80; and

WHEREAS The State Auditor has promulgated advisories regarding contracting procedures; and

WHEREAS The City has not fully adopted Financial and Contracting policies as required by RCW42.24; and

WHEREAS The City Council is considering a Resolution Requiring Council Pre-Approval Before Payment of all Claims and Expedited Compliance with RCW 42.24 and BDMC 3.23. This Resolution requests that the Mayor furnish the Council with draft financial and contracting policies. This Resolution has been unable to receive legal review because the mayor has obstructed the City Council-approved contract for a City Attorney, and it is incorrect to characterized existing city Ordinances as fulfilling this requirement; and

WHEREAS The BDMC authorizes the Mayor to sign contracts without Council approval as a way to facilitate the business of the city, but this authority is limited in many ways such as certain types of contracts must be advertised and approved by the Council regardless of amount; a contract up to $7500 must have the approval of a Finance Committee member; a contract of up to $15,000 must match a line item in the approved budget; and

WHEREAS Generally accepted accounting procedures suggest that serial contracts are not appropriate; and

WHEREAS Serial contracts are subject to abuse by avoiding bidding processes, enabling favoritism, and circumventing legislative oversight; and

WHEREAS The Council interprets the Black Diamond Municipal Code to authorize the Mayor to sign only one contract per vendor or service to perform the same general service per year; and

WHEREAS The Mayor has signed serial contracts this year; and

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

Section 1. It is the policy of the City of Black Diamond to seek competitive bids for all contracts wherever possible.

Section 2. It is the policy of the City of Black Diamond to comply with all applicable law and policies regarding Office of Minority and Women's Business Enterprises (OMWBE) goals and accounting standards.

Section 3. It is the policy of the City of Black Diamond that all requests for proposals are subject to Council approval to ensure that proposals and final contracts reflect legislative intent and are processed in a timely and efficient manner.

Section 4. It is the policy of the City of Black Diamond to incorporate quality control, monitoring, and reporting to the public provisions in all contracts where appropriate.

Section 5. It is the policy of the City of Black Diamond to provide for closing reports and documentation of products delivered in all contracts where appropriate.

Section 6. The Mayor is requested to properly administer these contracting policies.

Section 7. The Mayor is not authorized to circumvent the BDMC by issuing serial contracts. Any contracts that are approved in this manner will be subject to disapproval by the Council.

Section 8. The Mayor is requested to notify the Council prior to the approval of any additional contracts under her signature authority.

Section 9. The Council may not approve vouchers for contracts that are do not comply with these policies.

Section 10. Contractors and vendors are hereby notified that contracts that are signed by the Mayor in violation of these policies may not be valid contracts.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS _____ DAY OF _____, 2016.

CITY OF BLACK DIAMOND:

_____

Mayor

ATTEST:

_____

City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:	Agenda Date: December 15, 2016	AB16-090
Resolution regarding legal services for the City	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Andy Williamson	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): $	Police – Chief Kiblinger	
Fund Source: --	Public Works – Seth Boettcher	
Timeline:	Court – Stephanie Metcalf	
	Councilmember Pepper	X

Agenda Placement: ☐ Mayor ☒ Two Councilmembers ☐ Committee Chair ☐ City Administrator

Attachments: Proposed Resolution; application

SUMMARY STATEMENT:

Councilmembers Pepper and Morgan have placed this item on the agenda.

FISCAL NOTE (Finance Department):

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 16-XXXX *(Clerk to assign number after adoption),* regarding legal services for the City.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
December 15, 2016		

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON REGARDING LEGAL SERVICES FOR THE CITY

WHEREAS, the Black Diamond Municipal Code does not provide for an Appointed City Attorney so the City Council is the contracting authority for legal services for the City according to RCW 35A.11.010 and Washington Attorney General Opinion Number 7 from 1997; and

WHEREAS, the City Council does not recognize the Mayor's serial contracts with the firm of Kenyon-Disend, and considers them to be in violation of the Black Diamond Municipal Code and generally accepted contracting practices; and

WHEREAS, the Mayor has obstructed the Council's authority to obtain legal services; and

WHEREAS, the Mayor's actions have left the Council with no legal services and has impeded the legislative and policymaking functions of the Council; and

WHEREAS, the lawsuit that was filed against the City by CCD Black Diamond Partners LLC needs an immediate and vigorous defense; and

WHEREAS, pending Council legislative actions would benefit from and require legal services;

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

Section 1. The City Council approves the attached professional services contract with _____ to provide legal services for the City of Black Diamond and for Councilmembers Morgan, Weber, and Pepper in any and all matters related to the matter filed by CCD Black Diamond Partners LLC against the City on December 1, 2016.

Section 2. The City Council hereby designates the firm of _____ to perform interim contract legal services for the City.

Section 3. The City Council approves the attached Professional Services Contract with the firm of _____

Section 3. The City Council intends to work with the firm of _____to develop alternatives, issue requests for proposals and approve contract legal services for the city in the future.

Section 4. The City Council again advises the Mayor and the firm of Kenyon-Disend that the Mayor's serial contracts with the firm of Kenyon-Disend are not recognized by the Council and that the firm of Kenyon-Disend is not the City Attorney for the City of Black Diamond.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THE _____DAY OF _____, 2016.

CITY OF BLACK DIAMOND

_____

Carol Benson, Mayor

Attest:

_____