

#### CITY OF BLACK DIAMOND

#### January 26, 2017 Special Meeting Agenda 25510 Lawson St., Black Diamond, Washington

#### 6:00 P.M. - CALL TO ORDER, FLAG SALUTE, ROLL CALL

**PUBLIC COMMNETS:** 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.

#### **BUSINESS TO BE TRANSACTED:**

1)	AB17-010A – Resolution Accepting Marine Grant for Police Department	Chief Kiblinger
2)	AB17-012 – Resolution Requiring Council Approval of Contracts Consistent with 2017 Budget	Councilor Weber
3)	<b>Discussion and Possible Action</b> – Council Response to Growth Management Hearings Board Boun- Review for Maple Valley Rainier Ridge Annexation	dary Councilor Pepper
4)	AB17-013 – Resolution authorizing Contract with HWA GeoSciences - MDRT	Mr. Williamson
5)	AB17-014 – Resolution Authorizing Contract with RH2 Engineering, Inc MDRT	Mr. Williamson
6)	AB17-015 – Resolution Authorizing Contract with Parametrix, Inc. Surveying – MDRT	Mr. Williamson
7)	AB17-016 – Resolution Authorizing Contract with Parametrix, Inc. Traffic – MDRT	Mr. Williamson
8)	AB17-017 – Resolution Authorizing Contract with RH2 for On-Call Services – PW	Mr. Williamson
٥١	WORK SESSION Discussion and Davison of 2017 Budget	

#### 9) WORK SESSION – Discussion and Review of 2017 Budget

- a) Mayor's 2017 Budget Ordinance
- b) Councilmember Weber's 2017 Substitute Budget Ordinance

#### **ADJOURNMENT:**

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT:	Α	genda Date: January 26, 2017	AB17-010A
		Mayor Carol Benson	
Resolution accepting grant award in the		City Administrator	
amount of \$11,738.23 with a local match		City Attorney David Linehan	
requirement of \$6,036.25 from the		City Clerk – Brenda L. Martinez	
		Com Dev/Nat Res –	
Commission, Recreational Boating Safety		Finance – May Miller	
Program.		MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): \$		Police – Chief Kiblinger	Х
Fund Source:		Public Works – Seth Boettcher	
Timeline:		Court – Stephanie Metcalf	
Agenda Placement: Mayor Two Cou	ınc	cilmembers 🗌 Committee Chair 🗌 C	ity Administrator
<b>Attachments: Resolution; Agreement</b>			

#### **SUMMARY STATEMENT:**

At the January 19<sup>th</sup> Council meeting a motion was made to add this item to a special meeting on January 26, 2017.

On January 10<sup>th</sup>, 2017, the City of Black Diamond was notified that they were awarded \$11,738.23 from the Washington State Parks and Recreation Commission, Recreational Boating Safety Program to assist the police department with law enforcement on Lake Sawyer.

The City is required to provide a local match requirement of 50% or \$6,036.25. This local match will come from already budgeted items in the police department's portion of the general fund; training, salaries, and educational supplies etc.

This is an award that the police department has received numerous times. It allows the police department to provide education and enforcement in several areas in order to protect the lives and property of persons boating on Lake Sawyer.

Grant awards may be utilized for the purchase, maintenance, and operation of vessels, marine equipment, educational materials, and marine related personnel salaries.

This is time sensitive due to the application and approval must be completed, submitted and postmarked by January 31<sup>st</sup>, 2017 (see page 28.)

FISCAL NOTE (Finance Department): The Grant Revenue and Expenditures of \$11,738.21 will need to be added to the 2017 Budget as an amendment during 2017. The Matching Salaries are already included in the 2017 Budget. This Grant provides Funds for needed summer Marine training, supplies and Marine Patrol at Lake Sawyer.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: MOTION to adopt a resolution accepting grant award in the amount of \$11,783.23 with a local match requirement of \$6,036.25 from the Washington State Parks and Recreation Commission, Recreational Boating Safety Program.

RECORD OF COUNCIL ACTION					
Meeting Date	Action	Vote			
January 19, 2017	Motion to add to special	meeting on Jan 26. Passed 5-0			
January 26, 2017					

RESOLU	ON NOITU	. 17-
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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON TO ACCEPT AN AWARD FROM THE WASHINGTON STATE PARKS AND RECREATION COMMISSION RECREATIONAL BOATING PROGRAM FEDERAL FINANCIAL ASSISTANCE GRANT PROGRAM, FOR THE YEAR 2017, IN THE AMOUNT OF \$11,738.23, WITH A LOCAL MATCH REQUIREMENT OF \$6,036.25.

**WHEREAS,** the Washington State Parks and Recreation Commission, Recreational Boating Safety Program is authorized by law to administer grant funds to local law enforcement agencies who are in Approved Program status; and

**WHEREAS**, the City of Black Diamond has an approved boating program with the Washington State Parks and Recreation Commission; and

**WHEREAS,** the Washington State Parks has awarded the City of Black Diamond a 2017 Federal Financial Assistance Grant in the amount of \$11,738.23 with a local match requirement of 50% or \$6,036.25; and

**WHEREAS,** the local match requirement will be provided through the Police Department's portion of the General Fund; and

**WHEREAS**, this has been an award to the police department in order to assist in law enforcement on Lake Sawyer; and

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

<u>Section 1.</u> The City of Black Diamond is hereby authorized to execute any documents necessary to accept the award of a 2017 Federal Financial Assistance Grant, from the Washington State Parks and Recreation Commission, Recreational Boating Safety Program in the amount of \$11,738.23, with a local match requirement of \$6,036.25.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 26TH DAY OF JANUARY, 2017.

	CITY OF BLACK DIAMOND:
Attest:	Carol Benson, Mayor
Brenda L. Martinez, City Clerk	

# WASHINGTON STATE PARKS & RECREATION COMMISION RECREATIONAL BOATING PROGRAM FEDERAL FINANCIAL ASSISTANCE GRANT PROGRAM APPLICATION AND GUIDELINES



#### **INTRODUCTION**

The Washington State Parks and Recreation Commission, Recreational Boating Safety Program is authorized by law to administer grant funds to local law enforcement agencies who are in Approved Program status. Agencies must meet the minimum Approved Program requirements of WAC 352-65 and have an updated P&R A-299 (Rev 10/2016) on file with State Parks to be considered eligible to apply for the Federal Financial Assistance Grant for FFY 2017.

Under this grant program, the purpose of a marine patrol unit is to enforce RCW 79A.60 Regulation of Recreational Vessels. Provide emergency response to boating accidents that occur on the water. Each marine patrol should serve to protect the lives and property of persons participating in recreational boating in this state. All grants are awarded based on the potential success and ability of the marine patrol to provide such service to the boating community. Established marine patrols are evaluated using the grant criteria published in this document as well as its ability to meet the requirements and assurances of WAC 352-65 Boating Safety Program Approval.

Grants are awarded on a cost share basis. Only those agencies willing to provide matching funds of a 100% match of their allocated Vessel Registration Fees if that allocation is \$10,000.00 or less, or 50% match of their allocated Vessel Registration Fees if that allocation is \$10,001.00 or more. The grants may be utilized for the purchase, maintenance, and operation of vessels, marine equipment, education materials, and personnel salaries.

Agencies that do not report local expenditures on the annual *Vessel Registration Fee Expenditure Report* are not eligible to apply for the grant.

The grant guidelines contained within this booklet explain the application process. The booklet is designed as a fill-in document so that information may be entered without disrupting the overall format of the document.

The 2017 application must be postmarked on or prior to close of business Tuesday, January 31<sup>th</sup>, 2017. Extensions of this deadline will not be granted.

Contact Hoyle Hodges at 360-902-8835 for questions regarding the Federal Financial Assistance Grant. Additional contacts for the Recreational Boating Safety Program are located on page 4 of this booklet.

On behalf of the WSPRC Recreational Boating Program, thank you for your interest in the Federal Financial Assistance Grant Program.

## **Table of Contents**

Introduction	2
Contacts	4
SECTION 1 - PROGRAM INFORMATION	5
Authority to Provide Funding	5
Approved Program Status	6
Determining Funding	6
Allowable Costs And Expenditures	9
Non-Allowable Costs and Expenditures	15
SECTION 2 - REQUIREMENTS AND TIMELINE FOR GRANT DOCUMENTS	16
Timeline for FFY 2017 Grant Documents	16
FY 2017 Grant Document Checklist	16
SECTION 3 FY 2017 GRANT APPLICATION	17
Local Funding Match: MLE Funding Eligibility Requirements	17
Prevention Plan Part 1	18
Assessment, Identification, Goals	18
Prevention Plan Part 2	19
Tasks, Tactics, Media	19
Instructor Information	26
Participation in Meetings	27
Training / Currency	27
FY 2017 Federal Financial Assistance Grant Awards	28
SECTION 4 - ADDITIONAL BILLING AND ADMINISTRATIVE INFORMATION	29
Authorized Signature	31

#### **CONTACTS**

#### **Washington State Boating Law Administrator**

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wade.alonzo@parks.wa.gov

#### **Marine Law Enforcement Coordinator**

**Hoyle Hodges** 

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Hoyle.Hodges@parks.wa.gov

### **Accidents and Reporting**

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#### **Communications Consultant**

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#### **Fiscal Analyst**

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#### **IT/Applications Specialist**

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#### **Mailing Address**

Washington State Parks

Recreational Boating Program

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P.O. Box 42650

Olympia, WA. 98504-2650

#### **SECTION 1 - PROGRAM INFORMATION**

#### **AUTHORITY TO PROVIDE FUNDING**

RCW 79A.05.310

Powers and duties — Program of boating safety education — Casualty and accident reporting program.

The state parks and recreation commission shall:

- (1) Coordinate a statewide program of boating safety education using to the maximum extent possible existing programs offered by the United States power squadron and the United States coast guard auxiliary;
- (2) Adopt rules in accordance with chapter 34.05 RCW, consistent with United States coast guard regulations, standards, and precedents, as needed for the efficient administration and enforcement of this section;
  - (3) Enter into agreements aiding the administration of this chapter;
- (4) Adopt and administer a casualty and accident reporting program consistent with United States coast guard regulations;
- (5) Adopt and enforce recreational boating safety rules, including but not necessarily limited to equipment and navigating requirements, consistent with United States coast guard regulations;
- (6) Coordinate with local and state agencies the development of biennial plans and programs for the enhancement of boating safety, safety education, and enforcement of safety rules and laws; allocate money appropriated to the commission for these programs as necessary; and accept and administer any public or private grants or federal funds which are obtained for these purposes under chapter 43.88 RCW; and
- (7) Take additional actions necessary to gain acceptance of a program of boating safety for this state under the federal boating safety act of 1971.

[1998 c 245 § 66; 1994 c 151 § 3; 1984 c 183 § 4; 1983  $2^{nd}$  ex.s. c 3 § 52. Formerly RCW 43.51.400.]

Notes:

Penalties for violations: RCW 88.02.380.

#### **APPROVED PROGRAM STATUS**

Only those law enforcement agencies with a current and up to date Boating Safety Program Approval form P&R A-299 (Rev 10/2016) on file with State Parks Recreational Boating Program are considered approved programs.

These programs are required to meet all of the Required Assurances provided for in WAC 352-65 Boating Safety Program Approval.

- Boating accident reporting and investigation
- Boater assistance
- Training
- Rules and regulations
- Enforcement
- Boating safety education and information
- Waterway marking
- Boating safety inspections
- Reports
- Limitations on use of funds

Failure to maintain approved program status makes law enforcement agencies ineligible to apply for or receive Federal Financial Assistance Grant funds.

#### **DETERMINING FUNDING**

- At our foundations, we are an injury prevention program. As such, we seek to work with our
  partners in law enforcement to reduce recreational boating injuries and accidents and increase
  the chances that all boaters go home at the end of the day.
- We wholeheartedly believe in the ability of local law enforcement officers to make a difference
  working within their communities by collaborating with community leaders, stakeholders and
  volunteer organizations on community based solutions; to act as teachers to their boaters
  seeking compliance with the law at the lowest level possible, guardians for those in crisis on the
  water and a visible deterrent to those that would knowingly violate Washington boating safety
  laws.
- We strive to provide adequate funding, technical support and the very best training to
  Washington's corps of maritime officers so that they are equipped with the vessels, equipment,
  and most importantly the skills necessary to safely, confidently and competently perform the
  duties that the citizens of Washington expect and deserve.

- We embrace our role as good stewards of public funds. As such, we:
  - Expect a high level of performance from those partners to whom we provide funding.
  - Devote our limited financial resources where additional resources are most needed to prevent boating accidents even though this may not result in a uniform distribution.
  - Seek financial partnership with all law enforcement partners defined by the contribution of financial resources by both parties to achieve our common mission.

For FY 2017 State Parks and the Marine Law Enforcement Committee have no changes to the criteria used to determine award amounts.

#### 2017 Grant Eligibility Criteria for Equal Share of 60% of Funds (\$420,000)

- 1. Local funding match:
  - a. 100% match requirement if agency receives \$10,000 or less of vessel registration fees. Example: if an agency receives \$6,000 in vessel registration fees, they must show \$6,000 in local funding devoted to the marine law enforcement program.
  - b. 50% match requirement if agency receives more than \$10,000 in vessel registration fees. Example: If an agency receives \$20,000 in vessel registration fees, they must show \$10,000 in local funding devoted to the marine law enforcement program.
- 2. Approved Prevention Plan: A plan that includes:
  - a. An assessment of the highest priority recreational boating risks and hazards within the jurisdiction based on accident data, any other relevant data, and best professional judgment.
  - b. Identification of highest priority audiences: Based on data in subsection (a) identify the demographic groups of boaters that are the highest priority for prevention efforts and the specific behaviors that, if changed, would result in fewer boating accidents or fatalities.
  - c. Measureable prevention goals for the end of the current year FY 2017.
  - d. Tactical prevention plan: A plan that describes how the jurisdiction will use a mix of the following tactics to influence the behavior of the target audiences. Not all may be necessary. Tactics must be clearly tied to the goals of the plan and target audiences. Each tactic should include a measureable performance goal.
    - i. Patrol plans, emphasis patrols, and enforcement policies
    - ii. Safety Inspections
    - iii. Education classes

- iv. Community events
- v. Presentations to groups or schools
- vi. Outreach to boaters through a mix of media, including but not limited to traditional media (i.e. press releases) or outreach channels of the agency or its partners and stakeholders including websites, newsletters, outbound email marketing, and social media.
- vii. Participation in community forums, drowning prevention cooperatives, safe kids groups, or other injury prevention based partnerships that results in the jurisdiction's ability to leverage the resources and expertise of other community groups to help reduce recreational boating accidents.
- viii. Local ordinances
- 3. Instructors: The jurisdiction must be willing to provide marine law enforcement instructors if requested by State Parks that are able to attend instructor training and then teach up to 40 hours of classes for three years.
- 4. Participation in meetings: The lead marine officer identified by the agency must attend all meetings and conferences convened by State Parks.
- 5. Advanced Training / Currency: Agencies must ensure that all marine officers identified in their roster have received all advanced training required by State Parks.

#### 2017 Grant Allocation Criteria of 40% of Funds (\$280,000)

- Boat Launches Lanes (Access) the agency will provide the total number of boat launch lanes providing access to water bodies patrolled by the agency. State Parks will augment the data provided by agencies with information gathered from WDFW and RCO on public boat launches. 10% of the funds will be allocated based on each agency's percent of the total boat launch lanes.
- 2. Surface Acres of Patrolled Waters Based on the survey of patrolled water bodies conducted June and July 2014, State Parks will use geographic information systems to calculate the total surface acres of water patrolled by the jurisdiction agency. 10% of the funds will be allocated based on each agency's percent of the total acres of patrolled water.
- 3. Boating Accidents State Parks will calculate the total number of reportable boating accidents that occurred during Federal FY 2016 within the agency's jurisdiction. State Parks will include all accidents documented and submitted to State Parks as Boating Accident

Reports (State Parks Form A-440) or Boating Accident Investigation Reports (State Parks Form A-425). 10% of the funds will be allocated based on each agency's percent of the total accident reports.

- 4. Boat Log Hours State Parks will calculate based on data submitted by the agency from the SOAR for Federal FY 2016. This is not a measure of total officer hours but boat patrol hours. 10% of the funds will be allocated based on each agency's percent of the total boat log hours submitted.
- 5. Assists and Search and Rescues State Parks will calculate based on data submitted by the agency from the SOAR the total number of documented assists and search and rescues reported in the prior five calendar years. 10% of the funds will be allocated based on each agency's percent of the total assists and search and rescues reported.
- 6. Inspections State Parks will summarize the total number of written inspections conducted in the prior calendar year from data submitted by the agency in the SOAR or obtained from SECTOR. 20% of the funds will be allocated based on each agency's percent of the total number of inspections reported.
- 7. Accuracy and Timeliness of Paperwork State Parks will monitor the accuracy and timeliness of submittal of SOARs, grant billings and accident reports by marine law enforcement programs. Scored as follows All paperwork submitted on time = 2 points. Any late submissions = 1. No paperwork / reports submitted on time = 0. 70% of the funding will be set aside for this category among agencies with a score of 2. 30% of the funding will be allocated equally among all agencies with a score of 1. No funding will be allocated among agencies with a score of zero.
- 8. Prevention Goals Met: 20% of funds will be allocated equally among agencies that meet all the goals stated in their approved prevention plans. Note: For 2016, funds for the Prevention Plan are being allocated equally among all eligible agencies.

#### **ALLOWABLE COSTS AND EXPENDITURES**

#### **Vessel Registration Fees & Grant Funding**

If an item is not listed that local government determines is a valid Recreational Boating Safety expenditure, it is not considered acceptable until reviewed and found acceptable by Washington State Parks.

#### **UNIT COST APPROVAL**

• Items with a unit cost of \$5,000 or more must have the prior written approval of Washington State Parks and Recreation Commission MLE Coordinator.

#### **COST PRORATION**

If a cost benefits both your RBS program and other work of your agency, the cost should be allocated to the RBS Program based on the proportional benefit to the program. The costs may be allocated using any reasonable documented method.

#### **Allowable Expenditures**

Grant funds may be used only for activities under WAC 352-65-040, the ten elements necessary to accomplish the Recreational Boating Safety (RBS) mission. If it is unclear if an expense meets these criteria, contact State Parks at (360) 902-8845 or <a href="mailto:sherri.sweeney@parks.wa.gov">sherri.sweeney@parks.wa.gov</a> to discuss the item before proceeding. <a href="mailto:Grant funds may not be used for indirect costs.">Grant funds may not be used for indirect costs.</a>

Allowable expenses include but are not limited to:

#### 1. RBS SALARIES:

- Officer time, salaries, benefits and wages for CJTC trained full-time and reserve personnel who have completed a RBS course acceptable to State Parks (BMLE or equal)
- Officer time, salaries, benefits and wages for CJTC trained full-time and reserve personnel who have not completed a BMLE course ONLY when working with an RBS trained officer AND when the agency has a written 'two-officer' policy for officers on marine patrol for the purpose of officer safety

#### 2. RBS EDUCATION AND INSTRUCTION:

Providing instruction classes in the state instruction class *Adventures in Boating* that qualifies graduates for the required mandatory boater education card. Costs may include classroom supplies, light refreshments, other goods and services necessary to promote and teach classes, and officer salaries, benefits and wages. Officer salaries will only be reimbursed for those officers who have successfully completed a State Parks *Adventures in Boating* Instructor Training class and are listed on our files.

Lifejackets (USCG approved only) for the state Adventures in Boating course and other RBS presentations; includes lifejackets, throw rings/cushions for loaners and the cost to print only the agency's name and/or RBS safety messages.

#### 3. RBS TRAINING:

Grant funds can be used to pay for training provided by Washington State Parks or State Parks approved courses. **Note: Approval from State Parks is mandatory if an Officer or Deputy is applying for a Non-WA RBS Course. Examples of approved courses include:** 

- Training courses for full-time and reserve officers who have completed CJTC basic training academy or equivalent)
  - Courses include Basic Marine Law Enforcement –CJTC 0460 (40 hours) or equivalency
  - Boating Under the Influence (24 hour course at NASBLA standard)
  - Personal watercraft operation flat-water and swift water
  - Vessel sound level measurement training (8 hours to WSP&RC standard)
  - Accident reporting and investigation course training ( 40 hours to NASBLA standard)
  - Other USCG training on case-by-case basis
- Per Diem travel expenses at state per diem rate in effect for the destination (at state per diem rate if local rate is higher) RBS training, conferences, and meetings. Cost is prorated for percentage of travel /per diem for RBS purposes /missions only.

#### 4. RBS EQUIPMENT:

Purchase, maintenance, and operation of patrol boats and patrol boat equipment to perform the RBS elements in WAC 352-65-040 only. All decisions by State Parks for equipment purchases shall be final.

#### **PATROL VESSELS**

- Motors and hardware
- Props
- Trailers and maintenance of trailers (repair, tires, winch, cables, power take-off)
- Patrol vessel and engine drive system repairs
- Repair and replacement of equipment on boat (includes de-watering pumps which can also be used as fire-fighting equipment)
- Tow vehicles (dedicated for 100% RBS use, or the percentage of time used for RBS activities; only for dedicated vehicles to RBS, not for application to an agencies fleet)
- Hitch assemblies and installation cost for tow vehicles that are dedicated for 100% RBS
  use or the percentage of time used for RBS activities (only for dedicated vehicles to RBS,
  not for application to agency fleet vehicles)
- Anti-freeze fluid
- Batteries and fluid; maintenance and replacement
- Costs related to the maintenance and repair of the vessel
- Costs related to marking and identifying patrol vessels as government owned;
  - Includes painting, decals and cost of removal and application

- Electrical system repairs and replacement
  - Electronic devices parts and labor for the maintenance, repairs to maintain, or replacement when devices fail, or are no longer serviceable, or when upgrades are required to meet customary and current standards for LE work;
  - o Includes devices dedicated to the program such as agency & VHF radios
  - o Radar units
  - o Sirens
  - Blue lighting equipment
  - o Hailers
  - Global positioning system (GPS) units
  - Personal breath testers (PBT)
  - Cell phones for 100% RBS use only, or percentage of time used on boat
  - Battery chargers and computers dedicated to program use
  - Includes brackets/fittings for installation and use
- Fluids for hydraulic system
- Fuel, fuel additives/filters; associated disposal fees
- Gear oil for lower units
- Glass replacement and costs to install; associated disposal fees
- Grease and lubricants
- Oil and oil filters; associated disposal fees
- Parts and labor for regular scheduled maintenance and scheduled replacement
- Parts for replacement on the vessel when failure occurs or when damaged and labor;
  - o Includes engine, lower unit and cooling system repairs and replacement
- Vessel canvas tops and side covers; includes repairs and replacement of canvas/vinyl/plastic material and framing structures
- Vessel hull and structural repairs/replacement of railings, pilot house, decks, cleats, ladders, swim platforms, Sampson posts, fittings, towing equipment, davits, anchors, chain, and associated hardware and fittings

#### ASSOCIATED EQUIPMENT FOR PATROL VESSELS

- Cost of emergency response and rescue equipment repair, replacement and maintenance;
  - Includes stretchers, first aid/first responder kits and materials, fire suppression equipment and supplies
- Cost of fees related to cell phone charges, annual registration charges, renewal fees, and insurance are prorated for percentage of time used performing RBS missions.
- Cost of haul-outs and associated costs with cleaning and maintenance of hull, fixtures and drive systems; associated disposal fees
- Costs related to moorage, including cost of water/electricity associated with maintenance & moorage
- Cost of required safety equipment on the vessel when replacement, repair, or regular maintenance is needed to meet state/federal regulations and maintain USCG standards;
  - Includes life jackets, replacement parts (clips, hooks, CO2 cartridges and re-arm kits) and stenciling/screening of agency name or law enforcement
  - Exposures suits
  - Fire extinguishers/extinguishing systems
  - Visual distress signals
  - o Navigation lights
  - Sounding devices
  - o Ventilation systems
  - Backfire flame arrestor
- Cost of replacement, repair, or regular maintenance of equipment used during operation and moorage;
  - o Fenders
  - o Line for towing and mooring.
  - Chafing gear
  - o Boat hooks
  - Towing equipment
  - o Bilge pumps
  - Batteries
  - Navigation charts

- Piloting equipment
- Helm fixtures and seats
- Log books
- o Depth sounders & radar; does not include FLIR systems
- Portable fuel tanks and hoses

#### PATROL VESSEL TRAILERS

- Costs related to maintenance and repair of patrol vessel trailer(s)
- Cost of tires and wheels; includes installation, repair, and balancing; associated disposal fees
- Electrical system maintenance, repair and replacement
- Hitch and ball repair/replacement
- Hydraulic/electric brake system maintenance, repair and replacement
- Oil, grease & lubricants; associated disposal fees
- Winch maintenance, repair and replacement

#### **BOAT EQUIPMENT**

- Anchors
- Line for towing and mooring
- Chain/shackles and attachment hardware
- Carabineers
- Boat hooks
- Fire extinguishers (only USCG approved)
- Fenders
- Depth finders
- Radar units; does not include FLIR systems
- Radios & computers (dedicated for 100% RBS use, or the percentage of time used for RBS activities)
- Lines for tie up
- Light bars blue lights only (no red, white or yellow lights)
- Sirens
- Cost of installation and servicing of electronic components
- Canvas and siding for weather protection

- Haul out for cleaning/painting/servicing patrol vessels
- First-aid kits (dedicated for 100% RBS use, or the percentage of time used for RBS activities)
- Rescue throw bags for use on boats only

#### **NAVIGATION AIDS & BUOYS**

- Navigation signs & markers (to meet RCW 79A.60.500 and WAC 352-67)
- Decals for buoys
- Chain
- Cable & connectors
- Weights
- Equipment to maintain buoys & signs to remain effective

#### **EDUCATION**

- Publications to promote RBS education that are already prepared or the creation, design and printing of publications
- Education equipment related to required boating safety equipment for recreational boats
- Promotion of Adventures in Boating classes (including presentation materials, light refreshments, and room rental for classes)

#### **NON-ALLOWABLE COSTS AND EXPENDITURES**

- Bullet proof vests are beneficial however State Parks sees that because all officers work
  on land the majority of the time for which they are paid, equipment of this nature is not
  essential for meeting the established criteria in WAC 352-65-040 nor is it related to the
  performance of Recreational Boating Safety program mission and is considered a local
  agency responsibility to purchase.
- Equipment used in recovery operations (dive equipment, side scan sonar, etc.) while being used in a search or investigation mode are 100% eligible, once this equipment is used for recovery operations it is no longer an allowable expense. This type of equipment cost is normally prorated between RBS missions and recovery missions. Homeland security missions (night vision equipment, weapons, etc.), or any other equipment determined as unrelated by State Parks is not an allowable expense.

Note: Grant funds cannot be used for indirect costs.

#### **SECTION 2 - REQUIREMENTS AND TIMELINE FOR GRANT DOCUMENTS**

State Parks Recreational Boating Program requires that each applicant abide by all deadlines established in this booklet. This booklet will be made available each year with ample time to return the required documents. Failure to meet the identified deadlines will disqualify that agency / applicant and they will be removed from further consideration for assistance.

Incomplete or inaccurate documents shall be penalized for the following years grant allocation under the scoring system for accuracy and timeliness of paperwork and reporting. Documents that are incomplete or contain errors delay the evaluation of all the applicants. Please ensure that you follow all instructions and only provide the information that is requested.

Please ensure that all documents submitted have the appropriate signatures. The individual who signs the documents is accountable for all the information provided on these documents.

E-Mail documents to: hoyle.hodges@parks.wa.gov

Mail signed original documents to: Washington State Parks

**Recreational Boating Program** 

Attn: Hoyle Hodges 1111 Israel Rd. SW P.O. Box 42650

Olympia, WA. 98504-2650

NOTE: E-mailed documents with scanned original signatures will be sufficient for meeting turn in deadlines. Original paper copies should still be mailed to State Parks for an agency to be considered complete on grant paperwork and documents.

#### **TIMELINE FOR FY 2017 GRANT DOCUMENTS**

FY 15 Grant Applications and Supporting Documents are due: Tuesday, 31 January 2017

#### FY 2017 GRANT DOCUMENT CHECKLIST

- 1. P&R A-300 Federal Financial Assistance Grant Application
- 2. P&R A-299 Boating Safety Program Approval
- 3. Budget document proving match requirement is met.

#### **SECTION 3 - FY 2017 GRANT APPLICATION**

#### LOCAL FUNDING MATCH: MLE FUNDING ELIGIBILITY REQUIREMENTS.

- a) 100% match requirement if agency receives \$10,000 or less of VRF fees.
- b) 50% match requirement if agency receives more than \$10,000 in VRF fees.
- c) State Parks feels the most successful RBS programs have support in their local communities. The clearest sign of support is the amount of funds budgeted by county commissioners or city councils for local RBS programs. State Parks is prioritizing its federal assistance grants for communities that have made RBS programs a priority by budgeting local dollars for their program. State Parks does not want to discourage or prevent a community that has made marine law enforcement a priority from receiving federal assistance grants, however State Parks 1) would like to increase the local commitment for funding boating safety and 2) is unable to fund local marine law enforcement programs by itself so it is prioritizing funding to those communities that can provide a local match. The documentation of local match should show what local funds have been budgeted for the agency's marine law enforcement program for 2017 - the same funds that when spent, would be reported in the vessel registration expenditure report. For the purposes of the financial assistance grants application, State Parks would accept an official budget document on agency letterhead, signed by the police chief or sheriff as evidence of the financial commitment made by the community and would suffice to meet the match requirement for the 2017 federal assistance grants. State Parks is only considering locally provided funds as match. Other grant funds or in-kind contributions would not meet these criteria.
- d) Your agency's match requirement for 2017 is: \$6,036.25

#### Describe the agency's match category (100% or 50%) and how those local matching funds will be used.

The Black Diamond Police Department will be operating our RBS at the 50% match rate.

Our agency's matching funds will include labor costs, educational materials, staff time for community events, and providing education to several community groups.

In 2017, we will also be purchasing a sector printer for the marine boat. SECTOR is an automated data-collection system providing Law Enforcement Officers the ability to create and submit tickets & collision reports electronically from their patrol car or other agency computer. SECTOR was recently updated to include marine related offenses, including boating accidents and inspections. This will significantly improve the quality, timeliness, completeness, integration, accessibility, and uniformity for marine records and incidents.

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#### PREVENTION PLAN PART 1 - ASSESSMENT, IDENTIFICATION, GOALS

#### **Risk Factors**

**Objective:** Describe the highest priority recreational boating risks and hazards within your jurisdiction based on accident data, any other relevant data, and best professional judgment.

High Priority Boating Risks & Hazards	Data / Professional Judgment
Congestion	Based on officer judgment
Education related to paddle sports-kayak, canoe and paddleboard	Based on officer contacts and judgment
Waterway markings-buoy placement	Ensure markings are placed as ordinance outlines ensuring safe distances

#### Comments

Lake Sawyer has limited boating hours; Monday through Friday 2pm to 7pm and Saturday, Sunday and holidays from 11am-3pm. This creates a high amount of vessel traffic during these limited times. While we have not seen an increase in boating accidents, our visibility, contacts and enforcement allow us to keep the waterways safe.

In addition, officers have seen an increase in the use of kayaks, paddleboards, and canoes. We continue to observe that when these users are contacted they are not aware of the laws related their use or the required equipment. We would like to continue our efforts in providing education to increase awareness and compliance in hopes of preventing injuries from occurring.

Due to the heavy volume of boaters during the above time periods, it becomes essential to ensure that the waterway markings and buoys are placed where they are needed and required. This ensures that boaters remain a safe distance from swimmers or others that are inside the buoy line/area.

#### **High Priority Audiences**

**Objective:** Describe the demographic groups of boaters that are the highest priority for prevention efforts and the specific behavior that, if changed, would result in fewer boating accidents or fatalities.

Not a lot of experience in operation of personal
watercraft
Least likely to be operating in a safe manner

#### **Comments**

We would like to provide additional education to juveniles operating personal watercraft. We frequently get calls for persons operating personal watercraft who are speeding inside buoy areas; which creates a higher likelihood for an accident to occur. Our residential dock areas can be small and in close proximity, not allowing a lot of room for operation of any vessel at a high speed.

Due to the congestion related to the limited speeding hours, the tendency for persons in this age demographic is that they are more likely to participate in unsafe boating activities. Our goal is to provide education, inspections of vessels, and enforce our state and local ordinances.

#### **PREVENTION PLAN PART 2 - TASKS, TACTICS, MEDIA**

 Patrol Plans / Emphasis Patrols / Enforcement Policies: Please describe how you will use patrol to achieve your prevention goals. (Consider emphasis patrols for Operation Dry Water and other campaigns)

Activity	Time Frame	Patrol Hour Goal for this Activity
Patrol	May 26 <sup>th</sup> - September 4 <sup>th</sup>	130
<b>Operation Dry Water</b>	June 30 <sup>th</sup> - July 2 <sup>nd</sup>	16
Memorial Day Holiday	May 28-29 <sup>th</sup>	16
Fourth of July weekend	July 1st and 4 <sup>th</sup>	16
Labor Day weekend	September 3 <sup>rd</sup> and 4 <sup>th</sup>	16
	Total Patrol Hour Goal	194

Comments		

#### 2. Safety Inspections

Activity	Time Frame	Inspection Goals
On water inspections	May 26 <sup>th</sup> -Sept. 4 <sup>th</sup>	Inspect vessels and paddle-sports
Ramp inspections	May 26 <sup>th</sup> - Sept. 4 <sup>th</sup>	Inspect vessels prior to launch
	Total Inspection Goal	

#### **Comments**

Vessel inspections are a top priority for every marine shift that is scheduled. Our contact with boaters is an opportunity to make a positive impact with our community and provide education regarding state laws as well as our local ordinances. These vessel inspections are accomplished with both scheduled marine officer shifts as well as on-duty patrol officers.

Our priority in 2017 is enforcing the 'zero tolerance' for violations of the life jacket requirements, BUI laws, and the possession of the mandatory boater education card. Providing education through ramp inspections allows us to educate boaters of these requirements before they get on the water.

#### 3. Education Classes

Activity	Time Frame	Number of Students Trained
Adventures in Boating	March 25th	Approx. 20
	Total Number of Students Tra	ined Goal

#### Comments

Our department, in conjunction with the U.S.	. Coast Guard Auxiliary	, will be providing the	'adventure in boating'
class on March 25 <sup>th</sup> , 2017.	•		· ·

#### 4. Community Events

Activity	Time Frame
Lake Sawyer community Club Presentation	January 25th
4 <sup>th</sup> of July activities	July 1 <sup>st</sup> -4th
Labor Day	September 4th
Total Community Events	s Goal

# Comments –Please describe how you will use community events to address the highest priority risks and audiences in your jurisdiction.

The Black Diamond Police Department will be presenting boating information to the Lake Sawyer Community Club at their annual meeting. We will be providing boating safety material, advertising for upcoming events, providing statistics, and answering marine related questions and concerns. This is important as this is face to face contact with the residents who live on the lake and are the primary users.

The Fourth of July weekend on Lake Sawyer is an all weekend event. During this weekend, there are several community activities which draw a large number of boaters and visitors to the lake. There will be increased congestion but also an opportunity to educate visitors as well as the frequent users of the lake.

The Labor day event is the only City sponsored community event, held from 10am to 4pm. We will host a booth that provides boating resources, educational materials, and have marine officers available to answer any questions.

#### 5. Presentations to Groups & Schools

Activity	Time Frame
Presentation to Black Diamond Elementary	April- May
Presentation to Sawyer Woods Elementary	April- May

Total Presentations Goa	

# Comments - Please describe how you will influence the behavior of the students

/attendees through presentations at schools and groups.			
We will be presenting a general boating safety education course to students at both Black Diamond Elementary and Sawyer Woods Elementary. The presentation will cover general water and boating safety.			
We also present to other local community groups including the boy and girl scouts, which are available upon request.			

#### 6. Media Plan

What are you attempting to accomplish through media? What audiences do you need to inform or influence? What partners do you have that can re-broadcast your message for you? All the national campaigns listed come with media materials pre-made. You are encouraged to consider using them in your program.

7			
Tactic / Strategy	Describe when and how you will use this tactic	Performance Measure (what are you measuring to evaluate your success?	What is your measurable goal?
Press Releases	Operation Dry Water	Awareness of activity and number of violations	Number of contacts made-citations, arrests made
Agency Website	Operation Dry Water and all other planned community events		
Agency Newsletter	Operation Dry Water and all other planned community events		
Facebook	NA		
Twitter	NA		
Media Ride Alongs	Upon request		
Partner Media	Inform lake residents of current activities and events		
Operation Dry Water	Utilize newsletter, website and press releases		
Nat'l Safe Boating Week	Local media and website		
Spring Aboard			
Wear It!	Utilize newsletter, website and press releases		
Other (please describe)			
Comments			

We currently utilize both our website and city newsletter to announce upcoming events and information associated with boating safety. We announce Operation Dry Water and the other National campaigns through our local media; the Voice of the Valley, and the Maple Valley Reporter, as well as our through our contacts associated with the Lake Sawyer Community Club and our local community center.
The Lake Sawyer Community Club is a great resource for us as they are able to communicate with most homeowners who live in and around the lake.

Spring Aboard - March 19-25

Ready Set Wear It! May 20, 2017

National Safe Boating Week - May 20-26

Operation Dry Water - June 30 - July 2

# **7. Professional Prevention Partners;** i.e. Safe Kids, Washington Drowning Prevention Network, US Coast Guard Auxiliary, etc...

Partnering Organizations	What measureable goal does this	Time a Fuerra
Farthering Organizations		Time Frame
	partner help you achieve?	
U.S. Coast Guard Auxiliary	Partnership teaching the	March 25 <sup>th</sup> , 2017
	adventures in boating class	
Lake Sawyer Community Club	Publicizing planned events	Throughout boating season May-
		Sept

#### Comments

We are holding an 'adventures in boating' class at our PD on March 25<sup>th</sup>. In addition to this event, we will also be coordinating weekend ramp inspections with the Auxiliary prior to the start of the boating season.

As stated above, the lake sawyer community club is a valuable partner for our boating program. They are able to distribute timely material related to upcoming events and campaigns, as well as advising the community about potential problems or issues related to boating safety.

#### 8. Local Ordinances

Goal	
Expected Outcome	

Ordinance Title	Hyperlink to full text	Applies to a single water body or all.

Comments – describe any other ordinances you might propose to help reduce boating accidents within your jurisdiction.

#### Prevention Goals Summary – Use comment box if needed

Activity	Goal for 2017	
Patrol	194	
Inspections	175	
Education Classes	1	
Presentations to Groups & Schools	2	
Media	2	
Partners	2	
Local Ordinances	0	

#### Comments

Most of the activity on Lake Sawyer is dictated by the weather. The hotter the weather, the more boaters are present and using the lake. This can greatly increase or decrease the amount of patrol hours and inspections completed.

#### INSTRUCTOR INFORMATION

#### 9. Instructors

Your agency must be willing to provide marine law enforcement instructors if requested by State Parks. Instructors must be able to attend Instructor Training and become NASBLA certified instructors. Instructors must be available to teach up to 40 hours of classes per year for three years. Agencies providing instructors to State Parks will receive an additional amount of funding (goal is \$5,000.00) per year if the instructor is selected and approved.

Please list potential Mi	LE Instructor Cana	lidates:	
Name	Phone #	Email	Instructor Development (Please enter Yes or No)
Kris Chatterson	253-631-1012	kchatterson@ci.blackdiamond.wa.us	Yes
Mike Girias	253-631-1012	mgirias@ci.blackdiamond.wa.us	No

#### **PARTICIPATION IN MEETINGS**

The lead marine officer identified by your agency on Form A-299, must attend all meetings and conferences convened by State Parks.

#### **TRAINING / CURRENCY**

Agencies must ensure that all marine officers identified in their roster have received all training required by State Parks. Completion of Basic Marine Law Enforcement (BMLE)/Basic Crew Member (BCM) Course and annual BCM currency are the only requirements at this time.

#### **FY 2017 FEDERAL FINANCIAL ASSISTANCE GRANT AWARDS**

Agency	2017 Award
Asotin Co SO	\$11,075.93
Bainbridge Island PD	\$13,075.36
Benton Co SO	\$15,414.19
Black Diamond PD	\$11,738.23
Bonney Lake PD	\$12,460.62
Chelan Co SO	\$15,058.89
Clallam Co SO	\$22,574.21
Clark Co SO	\$20,405.25
Cowlitz Co SO	\$13,038.42
Douglas Co SO	\$12,457.34
Everett PD	\$18,309.75
Ferry Co SO	\$11,980.49
Franklin Co SO	\$16,022.27
Gig Harbor PD	\$12,161.77
Grant Co SO	\$21,586.06
Grays Harbor Co SO	\$15,465.29
Island Co SO	\$17,103.59
Jefferson Co SO	\$18,641.88
Kent PD	\$12,715.00
King Co SO	\$19,228.19
Kitsap Co SO	\$15,190.28
Kittitas Co SO	\$14,129.28
Klickitat Co SO	\$13,050.07
Lake Stevens PD	\$14,113.97
Lakewood PD	\$12,268.76
Lewis Co SO	\$14,855.35
Lincoln Co SO	\$12,830.55
Mason Co SO	\$14,522.18
Mercer Island PD	\$20,356.33
Pacific County	\$13,660.01
Pend Oreille Co SO	\$14,098.84
Pierce Co SO	\$19,112.86
Port Orchard PD	\$11,698.95
Poulsbo PD	\$11,226.13
San Juan Co SO	\$16,113.63
Seattle PD	\$38,695.48
Skagit Co SO	\$15,459.51
Snohomish Co SO	\$16,138.49
Spokane Co SO	\$17,760.06
Tacoma PD	\$12,070.18
Thurston Co SO	\$13,914.96
Walla Walla Co SO	\$12,613.93
Whatcom Co SO	\$18,374.57
Whitman Co SO	\$15,784.22
Yakima Co SO	\$11,448.44
	\$699,999.76

#### **SECTION 4 - ADDITIONAL BILLING AND ADMINISTRATIVE INFORMATION**

These grant funds are specifically for reducing boating-related loss of life, personal injury, and property damage tied to the U.S. Coast Guard's *Strategic Plan of the National Recreational Boating Safety Program 2017-2021*. This is accomplished by using the grant funds for on-water law enforcement hours for patrol by officers who have completed a basic Recreational Boating Safety training course meeting State Parks standards. Review the plan at <a href="http://www.uscgboating.org/">http://www.uscgboating.org/</a>.

#### By completing and submitting this application, the applicant agrees to the following terms:

- Expand patrols beyond those paid for with state Vessel Registration Fees and local funds.
- 2. Enforce state RBS regulations using a "zero tolerance" policy for:
  - a. Life jacket requirements, including lifejackets not worn, insufficient lifejackets, and lifejackets found unserviceable or the incorrect size;
  - b. Completion and possession of the mandatory boater education card when operating, for operators required to carry it;
  - c. Boat operation under the influence of alcohol (BUI) rules; and
  - d. "Rules of the road" and other operating regulations.
- 3. Participate in the national Operation Dry Water campaign June, 2017.
- 4. Follow the following procedures for requesting reimbursement. Invoices for reimbursement may be submitted no more often than monthly but no less than quarterly.
  - a. Submit the following documents.
    - i. The Marine Law Enforcement Grant Invoice Voucher (form A-19) provided including the Officer List Worksheet. When preparing the A-19 invoice voucher, please be sure all expenditures support the RBS mission and that detailed explanations are provided for purchases of equipment and maintenance that occurred during the period in which reimbursement is requested. Boating Program staff will review all A-19's and contact you if any expenditure listed is unclear. Copies of receipts may be requested to support reimbursement.
    - ii. Summary of Activities Report (A-428)
    - iii. Yellow copies of all written vessel inspections completed (P&R A-274). Copies submitted with the quarterly Summary of Activities Report will be sufficient.

- iv. Copies of the vessel log sheet to document each patrol vessel and shift may be requested.
- v. Names of officers performing patrols paid with these funds.
- b. A-19 Invoice Vouchers requesting reimbursement must be received and date stamped at State Parks by the following dates. The timely submission of reimbursement requests allows proper time for the processing of payments. A-19's submitted after these dates will not be accepted, but may, at our discretion, be processed only when State Parks has been contacted in advance of due date.
  - i. For the period March-April-May-June (2nd quarter): by July 15<sup>th</sup>.
     For the period July-August-September (3rd quarter): by October 15<sup>th</sup>.
  - ii. Invoices for reimbursement (form A-19) may be submitted monthly or quarterly.
- c. Unforeseen Circumstances: If, during any quarter, an agency is unable to meet the requirements of the grant it should submit a letter, signed by the police chief or sheriff, along with the reimbursement request explaining the reasons and mitigating circumstances. In extreme cases, State Parks may request these applicants to submit a plan within 30 days of the end of the quarter that describes steps the applicant will take to meet minimum requirements. In these cases, reimbursement requests may be deferred until the plan is received and approved by State Parks.
- d. Grantees are required to maintain records of all allowable expenditures for which grant dollars were spent and must make these records available to State Parks for review upon request. Expenditure records may include but are not limited to receipts, invoices, and timesheets. These records must be maintained for six years following the completion of the grant.

Agencies that did not report local expenditures on the annual *Vessel Registration Fee Expenditure Report* due November, 2016 are not eligible to apply for the grant.

#### **AUTHORIZED SIGNATURE**

I certify that I am authorized to obligate the agency listed below and that I am authorized to accept such funds and to guarantee that the funds will be used solely for expenditures limited to the areas in WAC 352-65-040, and that federal grant funds will be used in conjunction with local funding and state Vessel Registration Fees. Grant funds are not for the replacement of local funds or state Vessel Registration Fees and are only for the performance to meet the terms and conditions detailed in this application.

Authorized Representative:			
	Signature	Date	200
	Print Name		
	Title		

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION					
SUBJECT:		Agenda Date: January 26, 2017 AB17-012			
			Mayor Carol Benson		
Resolution requiring	Council approval of		City Administrator		
<b>Contracts Consistent</b>	with the 2017		City Attorney David Linehan		
Emergency Budget C	rdinance		City Clerk – Brenda L. Martinez		
			Com Dev/Nat Res –		
			Finance – May Miller		
			MDRT/Ec Dev – Andy Williamson		
Cost Impact (see also F	iscal Note): \$		Police – Chief Kiblinger		
Fund Source:			Public Works – Seth Boettcher		
Timeline:			Court – Stephanie Metcalf		
			Councilmember Weber	X	
Agenda Placement:	Mayor Two Cou	ınc	cilmembers 🔀 Committee Chair 🔲	City Administrator	
Attachments: Resolu	tion				
SUMMARY STATEMENT:  Councilmember Weber will be addressing this item.					
FISCAL NOTE (Finance Department):					
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:					
RECOMMENDED ACTION: MOTION to adopt a resolution regarding Council approval					
of contracts consistent with the 2017 Emergency Budget Ordinance.					
	RECORD	C	F COUNCIL ACTION		
Meeting Date	Action		Vote		
January 26, 2017					

### **RESOLUTION NO. 17-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON REGARDING COUNCIL APPROVAL OF CONTRACTS CONSISTENT WITH THE 2017 EMERGENCY BUDGET ORDINANCE

WHEREAS, a compromise was reached regarding the 2017 budget that provided 3 months of operating budget along with the requirement that all contracts using 2017 appropriated funds shall be submitted to the Council for approval; and

WHEREAS, the 2017 budget ordinance was adopted by ordinance and is not subject to amendment by Council Motion or Resolution; and

WHEREAS, the Council requires sufficient time to review and possibly amend contract proposals presented for Council approval; and

WHEREAS, the Council uses a multiple meeting review process for more thorough review and improved Council decisions; and

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

**Section 1.** All contracts for any amount that expend funds from the 2017 budget must be approved by the City Council prior to any work being performed pursuant to the contract.

**Section 2.** No payments are authorized, and vouchers will not be approved, for contracts that have not been approved by the Council.

**Section 3.** The mayor is requested to provide any contracts and related information to the Council well in advance. The Council has a committee process that normally takes at least two weeks after the contract receives first reading at a Regular Council Meeting.

SULAR MEETING THEREOF, THE, 2017.
CITY OF BLACK DIAMOND
Carol Benson, Mayor

## CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION				
SUBJECT: Agenda Date: January 26, 2017 AB17-013				
			Mayor Carol Benson	
Resolution authoriz	ing the Mayor to		City Administrator	
execute a 2 year co	· 1		City Attorney David Linehan	
GeoSciences to serv			City Clerk – Brenda L. Martinez	
geotechnical consu	ı		Com Dev/Nat Res – Andy Williamson	
geotechnical consu	itant to the MDM		Finance – May Miller	
			MDRT/Eco Dev – Andy Williamson	X
Cost Impact - Develop Development Agreeme	- 1		Police – Chief Kiblinger	
Fund Source: CCD Bla	ck Diamond Partners		Public Works – Seth Boettcher	
LLC /Oakpointe LLC				
Timeline: immediately			Court – Stephanie Metcalf	
Agenda Placement:	🛚 Mayor 🔲 Two Cou	ınc	cilmembers 🔲 Committee Chair 🔲 🕻	City Administrator
Attachments: Resolu	tion xxx; Amendment	to	HWA GeoSciences geotechnical Cor	sultant PSA Contract
SUMMARY STATEME	NT:			
Councilmember De	ady and Edelman ha	IVE	e placed this item on the agenda.	
This resolution is to execute a contract for geotechnical services with HWA GeoSciences. Per the Development Agreement the MDRT can contract an outside consultant, if the city doesn't have				
sufficient staff resources.				
FISCAL NOTE: (Finance Department): Per the Funding Agreement, all cost associated will the contract will be reimbursed by the Developer.				
COUNCIL COMMITTE	COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt a Resolution authorizing the Mayor to				
execute a professional service agreement with HWA GeoSciences for the				
Geotechnical co	Geotechnical consultant for the Master Development Review Team.			
RECORD OF COUNCIL ACTION				
Meeting Date	Action		Vote	
January 26, 2017				, , , , , , , , , , , , , , , , , , ,
				111111111111111111111111111111111111111

### RESOLUTION NO. 17-\_\_\_\_

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 HWA GEOSCIENCES FOR GEOTECHINCAL SERVICES FOR THE MDRT

WHEREAS, in 2010, the City Council approved Master Planned Development permits for the Villages and Lawson Hills MPDs; and

**WHEREAS**, in 2011 the City Council approved Development Agreements for The Villages and Lawson Hills MPDs; and

**WHEREAS**, as part of its consideration and approval of the Development Agreements, the City also entered into a new Funding Agreement with BD Village Partners and BD Lawson Partners: and

WHEREAS, the Funding Agreement call for the establishment of a Master Development Review Team (MDRT), to consist of City Staff and outside consultants; and

**WHEREAS**, the City does not have on sufficient staff resources to provide Geotechnical Consultant Services to meet the needs of the MDRT;

**WHEREAS**, the City has conducted an RFQ and qualifications-based selection process for geotechnical services, and based on that process the City desires to continue working with the Consultant on MDRT matters;

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

<u>Section 1.</u> Authorize the Mayor to enter into a 2 year contract for services as outlined in the contract between the Consultant and the City.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 26TH DAY OF JANUARY, 2017.

	CITY OF BLACK DIAMOND:
	Carol Benson, Mayor
Attest:	
Brenda L. Martinez, City Clerk	

### CONSULTANT SERVICES CONTRACT FOR GEOTECHNICAL ENGINEERING SERVICES BETWEEN THE CITY OF BLACK DIAMOND AND HWA GEOSCIENCES INC.

THIS AGREEMENT is made by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and **HWA GEOSCIENCES Inc.**, (hereinafter the "Consultant,") a corporation organized under the laws of the State of Washington located and doing business at 21312 30<sup>th</sup> Drive SE, Suite 110, Bothell, WA 98021.

### **RECITALS**

WHEREAS, the City does not have on sufficient staff resources to provide Geotechnical Engineering services to meet the needs of the MDRT; and

WHEREAS, the City has funding available from Oakpointe and an approved budget to fund the oversight, engineering review, inspections, development agreement enforcement, and assistance to the City with its regulatory role with respect to the MDRT; and

WHEREAS, the City has advertised for geotechnical engineering services and conducted a qualifications-based selection process for geotechnical engineering services, and based on that process the City has selected the best-qualified consultant for the work contemplated herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

### **TERMS**

### I. Description of Work.

The Consultant shall be prepared to assist the City with all of the work described in Exhibit A (General Scope of Work), which is attached hereto and incorporated herein by this reference. The municipal fiscal analysis services to be provided to the City by the Consultant shall be identified in on-call task requests 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 in the form attached as Exhibit B, which is incorporated herein by this reference. 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 (Exhibit B).

### II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed One Hundred Thousand Dollars (\$100,000.00) for the services described in

Section I 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. The progress billings for the work completed shall be compensated according to the rates and charges identified in Exhibit C, which is incorporated herein by this reference.

B. 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 any 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 invoice not in dispute, and the parties shall immediately make a good faith effort to settle the disputed portion.

### III. 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.

### IV. Duration of Work

This Agreement shall be in effect for a period of two (2) years from the date this Agreement is executed by the parties, unless either party gives written notice of earlier termination pursuant to Section V, below.

### V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Exhibit A. Termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

### VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

### VII. 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.

The provisions of this section shall survive the expiration or termination of this Agreement.

### VIII. Insurance

A. 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 Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

- B. Before beginning any work under this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):
  - 1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
  - 2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
  - 3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.
- C. The Consultant is responsible for the payment of any deductible or self insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.
- D. The City of Black Diamond shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.
- E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit, and any insurance maintained by the City shall not contribute with it. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.
- F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Black Diamond at least 30 days in advance of any cancellation, suspension or material change in the Consultant's coverage.

### IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the

Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

### X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City, and Consultant assigns to the City all of Consultant's right, title, and interest in any such drawings, designs, reports, and documents. 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, and in no event may Consultant use less than reasonable care with respect to information provided to it by the City. 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.

### XI. City's Right of Inspection

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 of 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.

### XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to Independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all Items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

### XIII. 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 of or damage to materials, tools, or other articles used or held by the Consultant for use In connection with the work.

### XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred 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 and remain in full force and effect.

### XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the interpretation of this Agreement, the matter shall first be referred to the City of Black Diamond, which shall determine the term or provision's true intent or meaning. The City of Black Diamond 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.

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 or Administrator's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, then either party may file suit, the jurisdiction and venue of which lies exclusively in King County Superior Court, King County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, excluding its choice-of-law rules. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

### XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

### **CONSULTANT:**

Attn: Donald Huling, P.E. HWA Geosciences Inc. 21312 30<sup>th</sup> Drive SE, Suite 110 Bothell, WA 98021

#### CITY:

Attn: Andrew Williamson City of Black Diamond P.O. Box 599 24301 Roberts Drive Black Diamond, WA 98010

With a copy to the "City Clerk" at the same address.

### XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City is void. If the City consents to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

### XVIII. Modification and Severability

No waiver, alteration, or 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.

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons 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 provision.

### XIX. Entire Agreement

The written provisions and terms of this Agreement, together with Exhibit A, B and C attached hereto 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, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed 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 Exhibits, A, B and C to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the partie this <u>II</u> day of <u>Ja pvarg</u> , 2017.	s have executed this Agreement on
CONSULTANT	CITY OF BLACK DIAMOND
By: Donald J. Huliyy  Donald Huling  Its: Vice President	By: Carol Benson, Mayor
Consultant: HWA Geosciences	
	APPROVED AS TO FORM:
	David A. Linehan City Attorney
	ATTEST:
	Brenda Martinez City Clerk

#### **EXHIBIT A**

## SCOPE OF WORK CITY OF BLACK DIAMOND GEOTECHNICAL ENGINEERING SERVICES MASTER DEVELOPMENT REVIEW TEAM

The work to be performed by HWA GeoSciences Inc. may consist of some or all of the following types of tasks, as directed by the City:

### **MDRT**

- Participation in preliminary design meetings and other activities as a member of the Master Development Review Team (MDRT)
- Review of and preparation of written comments on submitted engineering drawings for compliance with City codes and standards and any applicable provisions of the approved MPDs.
- Coordination with other consulting professionals and staff of the MDRT
- On-site inspection during construction of individual engineering projects

### COMMUNITY DEVELOPMENT

- Evaluating coal mine hazards and related studies in evaluating the levels of mine hazards throughout the City of Black Diamond in accordance with Black Diamond Municipal Code 19.10.430-450.
- Evaluating sites and soils and preparing studies for potential contamination and remediation if appropriate.

### Exhibit B

## City of Black Diamond On-Call Task Request

Date:		City Staff	Contact:		
Task Name:		•	Phone:	360-886-5700	
Consultant Project No.:				360-886-2592	
Consultant Contact Name:	time to the second seco				_
Consultant Phone:			·····		
Consultant Fax:	Who was the state of the state				
Conductivity ax.					
Scope of Task Request					
Budget Estimate:					
Task Request Approval:					
City of Black Diamond:					
Writte	en Name			Title	•
Sig	nature			Date	-
Consultant:					
Writte	en Name			Title	-
		-			
Sia	nature			Date	.
Sig	nature				- 1

<sup>\*</sup>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**

### **HWA GEOSCIENCES INC.**

## 2017 BILLING RATES (Effective 01/01/2017)

EMPLOYEE	TITLE	BILLING RATE
Sa Hong	Principal IX	\$250.00 *
Ralph Boirum	Principal IX	\$250.00 *
Arnie Sugar	Principal VIII	\$250.00 *
Steve Greene	Geologist VII	\$190.00
Bryan Hawkins	Geotechnical Engineer VI	\$175.00
Donald Huling	Geotechnical Engineer VI	\$175.00
JoLyn Gillie	Geotechnical Engineer IV	\$155.00
Zakeyo Ngoma	Geotechnical Engineer IV	\$140.00
Norm Nielsen	Hydrogeologist VI	\$140.00
Sandybell Brodahl	Geotechnical Engineer III	\$130.00
Nicole Kapise	Geologist IV	\$120.00
Brad Thurber	Geologist V	\$120.00
Ali Sirjani	Geotechnical Engineer I	\$105.00
Vasiliy Babko	Contracts Administrator	\$105.00
Jessica Herrera	Lab/Field Technician II	\$100.00
Bret Salazar	Geologist II	\$90.00
Seth Pemble	Geologist I	\$90.00
Greg Krankurs	Geologist I	\$90.00
Elizabeth Kinney	CAD	\$75.00
Austin York	Geologist I	\$80.00
Christiana Fisk	Administrative Support	\$72.00
Daniel Walton	Lab/Field Technician I	\$70.00
Adam Chidester	Lab/Field Technician I	\$60.00

Notes: \* Represents Capped Billing Rate

### Exhibit C





www.hwageo.com

### STANDARD SCHEDULE OF FEES AND CHARGES

All prices are effective January 1, 2017 - December 31, 2017 and are subject to change without notice.

HWA GeoSciences Inc. holds accreditations from the American Association of State Highway and Transportation Officials (AASHTO R-18) and the American Association for Laboratory Accreditation (A2LA). We participate in the sample proficiency program from AMRL for soil classification and compaction, coarse and fine aggregates, Hot Mix Asphalt, California Bearing Ratio, and CCRL for concrete.

PROFESSIONAL SERVICES
Request Labor Rate Schedule
EXPENSES All Outside Expenses (i.e., airfare, subsistence, equipment rental, materials, reproduction, etc.)
Mileage (per mile)
Special Sample Prep (including sample remolding, rock crushing, etc.)\$80/Hour
All Samples will be disposed of within 30 days of Final Report unless arrangements are made to return to the client.
LABORATORY TESTS
Soil Laboratory Tests
Atterberg Limits
Liquid Limit and Plastic Limit (ASTM D 4318)
One Point\$120.00
Three Point\$165.00
California Bearing Ratio (ASTM D 1883)
(Requires Moisture/Density Relationship Test) One Point\$225.00
Three Point\$525.00
Consolidation Test Incremental Loading (ASTM D 2435)
9 Loads, 0.125 KSF to 32 KSF, 4 Unloads\$650.00
24 hour loads for Secondary Compression\$950.00
Each Additional Load\$55.00
Consolidation Test, Controlled Strain (ASTM D 4186)\$650.00
Grainsize Analysis
Combined Analysis (ASTM D 422)\$230.00
Hydrometer Analysis (ASTM D 422)\$170.00
Passing #200 Sieve (ASTM D 1140)
Sieve Analysis-Wet (ASTM D 422) \$95.00
Moisture/Density Relationship
Proctor - Cohesive (ASTM D 698, D 1557)\$230.00
Proctor - Granular (ASTM D 698, D 1557)\$215.00 Moisture Content w/Description\$20.00
One-Dimensional Swell (ASTM D 4546)\$625.00
Organic Content Test (ASTM D 2974)\$65.00
Permeability Tests
Permeability of Granular Soils (ASTM D 2434)\$285.00
Falling Head Test (WSDOT 605)\$225.00
Triaxial with Back Pressure (ASTM D 5084)\$450.00
Amaa aa

(6-in diameter) ......\$500.00

LABORATORY TESTS (Continued)
Permeability Tests (Con't)
Estimate of Effective Porosity\$545.00
Relative Density (ASTM D 4253 / D 4254)\$375.00
Shelby Tube Extrusion and Sample Description \$40.00
Soil Resistivity & pH (WSDOT 417)\$115.00
pH Only\$35.00
Resistivity Only\$90.00
Specific Gravity Test (ASTM D 854)
Strength Testing
Direct Shear Strength (per point) (ASTM D 3080)\$170.00
Triaxial (c-u) per specimen (ASTM D 4767)\$550.00
Triaxial (c-u) Staged
Triaxial (u-u) (ASTM D 2850)\$215.00
Triaxial (c-d) (ASTM D 7181) Inquire for availability
Compressive Strength (ASTM D 2166)\$120.00
Unit Weight
Cohesive Soil by Waxing (USCOE)
Percent of Solids Calculation \$20.00
Porosity (includes specific gravity/unit weight) \$100.00
Soil in Ring (ASTM D 2937)\$40.00
Soil in Shelby Tube (ASTM D 2937)
Visual Soil Classification
Aggregate Quality Tests
Clay Lumps and Friable Particles (ASTM C 142) \$90.00
Degradation Test (WSDOT 113)\$230.00
Fracture Face Count (WSDOT 103)
Flat and Elongated (ASTM D 4791)\$50.00
Grain Size (ASTM C 136, C 117)\$110.00
Los Angeles Abrasion (ASTM C 131, C 535)\$195.00
Organic Impurities (ASTM C 40)
Percentage of Material Passing #200 Sieve (ASTM C 117) \$55.00
Sand Equivalent (ASTM C 2419)
Soundness Using MgSO <sub>4</sub> (ASTM C 88)\$400.00
Specific Gravity Test
Coarse Aggregate (ASTM C 127)
Fine Aggregate (minus #4 mesh) (ASTM C 128)\$110.00
Unit Weight by Dry Rodding (ASTM C 29)\$65.00
Uncompacted Voids Content of FA (ASTM C1252) \$120.00
·

Laboratory Trial Batch programs available upon request for Full-Depth Reclamation, soil-lime, soil-cement, and soil-co-polymer amendment.

### Exhibit C

### STANDARD SCHEDULE OF FEES AND CHARGES (Continued)



All prices are effective January 1, 2017 - December 31, 2017 and are subject to change without notice.

· · · · · · · · · · · · · · · · · · ·	
Concrete and Masonry Tests	Data Logger and Transducers
Compression Testing of Concrete Cores	Per day\$150.00
(includes trimming) (ASTM C 42, C 513) \$90.00	Per week \$500.00
Compression Testing of Concrete Cylinders (ASTM C 39) \$25.00	Dissolved Oxygen Meter
Compression Testing of Lightweight Concrete Cylinders \$80.00	Per day \$95.00
Compression Testing of Grout and Mortar Specimens	Per week\$300.00
(per specimen) (UBC 21-18, 21-16)	Falling Weight Deflectometer (Hourly Rental)
Concrete Beam Flexural Strength Test (ASTM C 78) \$90.00	0-8hrs\$175.00
Concrete Cylinder Molds	8-40hrs\$100.00
Concrete Cylinders Sampled and Cured (not tested) \$25.00	40+hrs\$50.00
Density Test	Double Ring Infiltrometer\$50.00
Concrete Cylinders	Flow Monitoring Set
Light Weight Concrete Cylinders	Per day\$105.00
	Per week
End Trimming of Samples (per specimen)	
Splitting Tensile Strength Test (ASTM C 496)\$90.00	Geomembrane Tensiometer (per day)\$100.00
Shotcrete Panel (cut three cores & compression test)\$350.00	Grundfos Redi Flow II Pump and Generator
Asphaltic Concrete Tests	Per day\$100.00
Bitumen Content by Ignition	Per week\$300.00
Ignition only (ASTM D 6307)\$95.00	Landfill Gas Monitoring Equipment (GEM 500)
with Gradation (ASTM D 5444, D 6307)\$160.00	Per day \$95.00
Oven Correction Factor (per point)	Per week\$300.00
Bulk Specific Gravity and Density - SSD Method	Level and Stadia Set\$25.00
· · · · · · · · · · · · · · · · · · ·	Nuclear Density Gauge (per day)\$30.00
(per specimen) (ASTM D 2726)	Per month\$300.00
Bulk Specific Gravity and Density - Wax Method	Thin Lift Gauge (per day)\$60.00
(per specimen) (ASTM D 1188)	Per month\$600.00
Marshall Stability & Flow Determination	Peristaltic Sampling Pump
(3 specimens) (ASTM D 6927)\$500.00	Per day \$50.00
Percent Air Voids in Compacted or Open Bituminous Mixtures	Per week
(ASTM D 3203)\$150.00	pH-Conductivity Temperature Meter
Rice Density (WSDOT 705)	Per day \$40.00
TSR\$550.00	Per week
Dock Tosts	Photoionization Detector (Mini Rae / HNU / Microtip)
Rock Tests Abrasion Resistance (ASTM C 535)\$200.00	Per day\$100.00
	Per week
Ethylene Glycol Accelerated Expansion\$220.00	
Riprap Soundness (ASTM D 5240)\$400.00	QED Bladder Pump Controller
Specific Gravity and Absorption (ASTM C 127)\$75.00	Per day \$50.00
Unconfined Compressive Strength (Without Strain) \$100.00	Per week
Splitting Tensile Strength of Rock Cores	Safety Equipment
(10 Discs) (ASTM D 3967)\$225.00	Level D (solvex gloves, disposable suit)\$25.00
EQUIPMENT CHARGES	Level C2 (above plus respirator) \$50.00
~	Level C1 (above plus chemical suit) \$95.00
Labor will be charged in addition to equipment charges	Level B (above plus SCBA)\$300.00
Air Filters for Development (per day)	Sensidyne Monitoring Equipment (does not include tubes) .\$15.00
BK Development Pump/Surge Block (per day) \$20.00	Sediment Coring or Soil Sampling Kit
Bolt Tension Calibrator (per day)\$50.00	(does not include shelby tubes) (per day) \$50.00
Carbon Filter (per day)	Torque Wrench (per day)\$25.00
Coating Thickness Gauges (per day) \$25.00	Turbidity Meter (per day)\$40.00
Combustible Gas Tech Meter (GT 302 / 3220)	Turbidity Meter (per week)
Per day\$100.00	UT Thickness Gauge (per day)\$50.00
Per week\$300.00	Well Probe (per day)\$15.00
Pavement Coring Equipment Charge (percore)\$50.00	Well Probe (per week)
3-4	Mett Frome (her Meek)

## CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION				
SUBJECT:		A	Agenda Date: January 26 , 2017	AB17-014
			Mayor Carol Benson	
Resolution authoriz	ing the Mayor to		City Administrator	
execute a 2 year co	- '		City Attorney David Linehan	
serve as the civil en			City Clerk – Brenda L. Martinez	
consultant to the M			Com Dev/Nat Res – Andy Williamson	
consultant to the iv	ואטו		Finance – May Miller	
			MDRT/Eco Dev – Andy Williamson	X
Cost Impact - Develop	-		Police – Chief Kiblinger	
Development Agreeme				
Fund Source: CCD Bla	ick Diamond Partners		Public Works – Seth Boettcher	
LLC /Oakpointe LLC				
Timeline: immediately			Court – Stephanie Metcalf	
	🔀 Mayor 🔀 Two Coι			City Administrator
Attachments: Resolu	tion xxx; RH2 Civil Eng	gin	eering Consultant Services Contract	
SUMMARY STATEME	ENT:			
Councilmembers Ede	lman and Deady have	e p	laced this item on the agenda.	
This resolution is to e	execute a contract for e	eng	gineering services with RH2 Engineeri	ng. Per the
			ract an outside consultant, if the city of	
sufficient staff resour			•	
FISCAL NOTE: (Finance Department): Per the Funding Agreement, all cost associated will the contract				
•	•			d will the contract
will be reimbursed by	the Developer and ha	ave	been included in the 2017 Budget.	
		** *	IENDATION	
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:				
RECOMMENDED ACTION: MOTION to adopt Resolution authorizing the Mayor to				
			•	
execute a professional service agreement with RH2 Engineering for the Civil				
Engineering consultant for the Master Development Review Team				
RECORD OF COUNCIL ACTION				
Meeting Date	Action	_	Vote	
January 26, 2017	ACCIOIT		V 01.0	
January 20, 2017				

### **RESOLUTION NO. 17-**

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 FOR CIVIL ENGINEERING SERVICES FOR THE MDRT

WHEREAS, in 2010, the City Council approved Master Planned Development permits for the Villages and Lawson Hills MPDs; and

WHEREAS, in 2011 the City Council approved Development Agreements for The Villages and Lawson Hills MPDs; and

WHEREAS, as part of its consideration and approval of the Development Agreements, the City also entered into a new Funding Agreement with BD Village Partners and BD Lawson Partners; and

WHEREAS, the Funding Agreement call for the establishment of a Master Development Review Team (MDRT), to consist of City Staff and outside consultants; and

WHEREAS, the City does not have on sufficient staff resources to provide Civil Engineering Services to meet the needs of the MDRT;

**WHEREAS**, the City has conducted an RFQ and qualifications-based selection process for civil engineering services, and based on that process the City desires to continue working with the Consultant on MDRT matters;

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

<u>Section 1.</u> Authorize the mayor to enter into a 2 year contract for services as outlined in the contract between the Consultant and the City.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 26TH DAY OF JANUARY, 2017.

CITY OF BLACK DIAMOND:

	Carol Benson, Mayor	
Attest:		
Brenda L. Martinez, City Clerk		

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## CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT FOR CIVIL ENGINEERING SERVICES

This Professional Services Agreement ("Agreement") is entered into by and between:

CITY OF BLACK DIAMOND, WASHINGTON (the "City") Physical Address: 24301 Roberts Drive Mailing Address: PO Box 599 Black Diamond, WA 98010 Contact: Andy Williamson Phone: 360-886-5700 Fax: 360-886-2592 and RH2 ENGINEERING, INC. ("Consultant") Physical Address: 22722 29th Drive SE, Suite 210 Bothell, WA 98021 Mailing Address: Same as above Contact: Dan Ervin, P.E. Phone: 425-951-5400 Fax: 425-951-5401 Tax Id No.: 91-1108443 for non-exclusive on-call professional civil engineering services in connection with the following project: City of Black Diamond Master Development Review Team. WHEREAS, the City has previously contracted with Consultant to provide the City with the same or substantially similar services for the MDRT; and WHEREAS, the City has conducted an RFO and qualifications-based selection process for civil engineering services, and based on that process the City desires to continue working with Consultant on MDRT matters 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 Services by Consultant 1. Consultant has been retained by the City to provide professional 1.1 on-call services as generally described in the Scope of civil engineering

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

- 1.2 The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.
- 1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

### 2. Schedule of Work

- 2.1 The City will issue on on-call task request 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 in the form attached as Exhibit "B." 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").
- 2.2 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 Consultant's control that could not have been reasonably foreseen as of the date of this Agreement cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. The Consultant shall provide the City with written notice of any delay, or potential delay, that may trigger the need for a time extension within 3 business days after the Consultant becomes aware of the delay or potential delay.
- 2.3 Consultant is authorized to proceed with services upon receipt of a signed task order.

### 3. Compensation

3.1 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

orders issued prior to receipt of written notice of the rate/expense adjustment by the City shall not be affected by the adjustment.

3.2 Other. In the event that after commencement of work, the Consultant anticipates that the work for an on-call task request will exceed the intial 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

- 4.1 Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices, in a format acceptable to the City for work performed to the date of the invoice.
- 4.2 All invoices shall be paid by City warrant within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.
- 4.3 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.
- 4.4 If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

### 5. Discrimination and Compliance with Laws

- 5.1 Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
- 5.2 Consultant and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- 5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Consultant's ineligibility to conduct further work for the City.

### 6. Duration, Suspension, and Termination of Agreement

6.1 This Agreement shall remain in effect for two (2) years from the date this Agreement is signed by both parties, unless the City provides written notice of earlier termination pursuant to this Section 6, below.

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- 6.2 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing no fewer than ten (10) days prior to the stated termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.
- 6.3 Any notice from the City to Consultant regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

### 7. Standard of Care

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

### 8. Ownership of Work Product

- 8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon termination of this Agreement. Consultant assigns to the City all of Consultant's right, title, and interest in any such documents. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement and the Project to which it relates, without written concurrence by Consultant, will be at the sole risk of the City.
- 8.2 The City acknowledges Consultant's documents as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense

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costs, arising out of the City's reuse of such documents beyond the use for which they were originally intended without the written authorization of Consultant.

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

### 9. Indemnification/Hold Harmless

- 9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, volunteers, and agents harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. PROVIDED, HOWEVER, THAT IF ANY SUCH CLAIMS, INJURIES, DAMAGES, LOSSES OR SUITS RESULT FROM THE CONCURRENT NEGLIGENCE OF CONSULTANT AND THE CITY, IT IS EXPRESSLY AGREED THAT CONSULTANT'S OBLIGATIONS AND INDEMNITY UNDER THIS PARAGRAPH SHALL BE EFFECTIVE ONLY TO THE EXTENT OF CONSULTANT'S NEGLIGENCE.
- 9.2 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.
- 9.3 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.
- 9.4 The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

### 10. Insurance

- 10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.
- 10.2 Consultant shall procure and maintain the following types and amounts of insurance:
- a. <u>Automobile Liability</u> insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be

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

- b. <u>Commercial General Liability</u> insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. This insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- c. <u>Workers' Compensation</u> coverage as required by the Industrial Insurance laws of the State of Washington.
- d. <u>Professional Liability</u> insurance appropriate to Consultant's profession, with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- 10.3 The Automobile Liability, Commercial General Liability, and Professional Liability insurance policies are to contain, or be endorsed to contain, the following provisions:
- a. Consultant's insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.
- b. Consultant's insurance shall be endorsed to state that coverage shall not be cancelled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- 10.4 The City shall be named as an additional insured under Consultant's Automobile Liability and Commercial General Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.
- 10.5 Insurance shall be placed with insurers with a current A.M. Best rating of not less than A:VII.
- 10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City not less than ten (10) days following both parties signing this Agreement and before commencement of the work. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy Consultant must procure and maintain pursuant to this Agreement and Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

### 11. Assigning or Subcontracting

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

### 12. Independent Contractor

- this Agreement, independent contractors. 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.
- 12.2 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 of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

### 13. Notice

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

City: Andy Williamson

City of Black Diamond 24301 Roberts Drive

P.O. Box 599

Black Diamond, WA 98010

Fax: 360-886-2592

With a copy to: City Clerk

Consultant: Dan Ervin, P.E.

Chairman of the Board RH2 Engineering, Inc.

22722 29th Drive SE, Suite 210

Bothell, WA 98021

Fax: 425-951-5401

### 14. Disputes

14.1 Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington, excluding its choice-of-law rules. Venue and personal jurisdiction shall lie exclusively in King County Superior Court, Kent, Washington.

### 15. Attorney Fees

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

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

- 16.1 The Mayor of the City, or his/her designee (the contract Administrator) shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant. Consultant understands and agrees that any and all work to be performed pursuant to this Agreement must be approved in advance by the contract Administrator. No third party, including the project applicant, shall have any direct control or influence over the services performed under this Contract.
- 16.2 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 of 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.
- 16.3 The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred 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 and remain in full force and effect.

### 17. Extent of Agreement/Modification

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

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certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

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

- 18.1 No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Consultant shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.
- 18.2 The Consultant warrants and represents that the Consultant has not, nor has any other member, employee, representative, agent or officer of the Consultant, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

### AGREED TO BY:

CITY OF BLACK DIAMOND	CONSULTANT
By: Carol Benson Its: Mayor  Date:	Dan Ervin, P.E. Its: Chairman of the Board Date:
Attest:	
Ву:	
Brenda L. Martinez City Clerk	
APPROVED AS TO FORM:	
David A. Linehan	

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# EXHIBIT A Scope of Work City of Black Diamond Master Development Review Team

January 2017

### Background

The Master Development Review Team (MDRT) is a dedicated team of personnel operating within the City of Black Diamond (City) to permit Master Planned Development projects within the City. The MDRT duties and obligations are described in the Development Agreements for the Villages and Lawson Hills, and in the MDRT Funding Agreement between Black Diamond and Yarrow Bay Communities. The MDRT is composed of City staff and contract staff.

RH2 Engineering, Inc., (RH2) is a contract member of the MDRT.

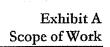
The MDRT is designed to be dynamic and flexible and evolve as needed to facilitate the City's role as a regulator in major development projects. The character and amount of work will vary, from time to time, and this Agreement implies a commitment by RH2 to maintain schedule and personnel flexibility and provide a superior level of professional service. The benchmark for performance evaluations will be established by the City, and these criteria may be subject to change as the MDRT evolves and as the development projects progress.

Some work tasks are anticipated, and those tasks are listed below. Other unanticipated tasks will emerge as the development projects mature and as the MDRT evolves. Unanticipated work will be performed under the most appropriate task listed below or authorized by letter agreement or email directive from the City.

The following tasks are not intended to imply chronological order, but rather serve as general categories of work:

#### Task 1 – Permit Review

- 1.1 Review permit applications and other applicant submittals in compliance with: 1) Villages and Lawson Hills Development Agreements, 2) City Municipal Code and Standards, 3) applicable state statutes and requirements, and 4) any other documents or regulations governing the work. It is anticipated that most of the permit submittals will be preliminary plats, site development permits or utility permits for water, sewer, stormwater and street work improvements. The permits and submittals will generally be reviewed for the following items, if applicable:
  - Check the general plan layout for ease of interpretation and lack of ambiguity and comment on ways to improve layout if necessary;
  - Check the completeness of the design for construction and inspection purposes;
  - Perform a check of the supporting engineering calculations;
  - Check for compliance with the governing agreement and the applicable minimum design standards, and check for compliance with the generally accepted engineering standard of care;
  - Cross-check for conflicts and ambiguities in the design plans and with previous permit approvals;



- Perform simple value engineering and identify areas for design simplification or cost reduction;
- Cross check specifications for conflicts and ambiguities;
- Check reference materials for validity;
- Check record materials for completeness and the ability to retrace the design process in the future.
- 1.2 Comply with the schedules identified by the City.
- 1.3 Perform any other services as directed by the City.

### Task 2 — Conceptual and Collaborative Design

- 2.1 Provide conceptual planning and design services for utilities and infrastructure in collaboration with City staff. Maintain a presence at the City's design meetings to exert a positive influence on the maintainability of the improvements and the quality of the design. Search for and implement ways to improve plans and designs.
- 2.2 Provide primary design services as directed by the City, on behalf of the City.
- 2.3 Perform any other services as directed by the City.

### Task 3 – Services During Construction

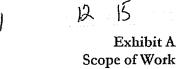
- 3.1 Provide on-call field inspection services to assist and supplement the experience and resources of City staff. Make periodic site visits at City discretion to maintain a working knowledge of project constraints, requirements, and character.
- 3.2 Perform any other services as directed by the City.

### Task 4 – As-Built Review

- 4.1 Facilitate delivery of as-built construction records from the appropriate design teams to Public Works. Check records for compliance with published as-built requirements and accept or reject records as appropriate. Develop new as-built requirements, from time to time, as requested by the City in accordance with City goals and objectives. Check design team compliance with any Washington State professional engineering standards.
- 4.2 Perform any other services as directed by the City.

### Task 5 – Testing, Acceptance, and Bonding

- 5.1 Provide facility and utility field testing services to assure that improvements meet the requirements of applicable approved construction plans.
- 5.2 Review and recommend acceptance or rejection (as appropriate) of the permitted utilities and facilities as required in the City's Municipal Code.



- 5.3 Review and accept bonding amounts and certifications for performance bonds and maintenance bonds.
- 5.4 Perform any other services as directed by the City.

### Task 6 - Compliance Tracking

- 6.1 Develop and maintain a tracking system to assure compliance with the Development Agreements.

  Track the following items, including but not limited to: water conservation, impervious area limitations, sewage interceptor capacity, traffic capacity and level of service, and phosphorus discharge.
- 6.2 Perform any other services as directed by the City.

### Task 7 – Project Management

- 7.1 Attend meetings, as necessary and as directed by the City, to assure compliance with the Development Agreements and this Scope of Work.
- 7.2 Provide quality control and maintain quality assurance (QA/QC) procedures for RH2 work products. Meet and coordinate with MDRT members as necessary to maintain the QA/QC objectives, meet the schedule requirements and comply with the minimum design and review standards. Provide input as requested to the City regarding the work and progress of RH2 project staff.
- 7.3 Maintain complete and efficient working files of RH2's project activities.
- 7.4 Provide timely and accurate billing invoices and billing records for RH2 and for related subconsultant work.
- 7.5 Provide and maintain an administrative structure that allows efficient access to RH2's project staff members who work on MDRT projects. Maintain sufficient workload flexibility to meet the dynamic workload needs of the MPDs.
- 7.6 Perform any other services as directed by the City.

### Task 8 – Engineering Report Review

- 8.1 Review reports and documents created by others for compliance with the Development Agreements and City Municipal Code.
- 8.2 Summarize the work and reports as necessary for presentation to other City departments, City staff or the public regarding reports in support of permits or other development actions.
- 8.3 Provide peer-review services through subconsultants as requested by the City.
- 8.4 Perform any other services as directed by the City.

### Task 9 – Liaison with Other Departments

- 9.1 Meet with other City departments and regional agencies as requested by the City to share information and maintain a cooperative working environment.
- 9.2 Perform any other services as directed by the City.

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Exhibit A Scope of Work

### Task 10 – Agency Coordination

10.1 Meet with other Agencies as directed by City and assist in developing collaborative and complimentary solutions to City/Regional issues (i.e. sewage conveyance, service area limits, sustainable permitting, etc.). Develop briefing materials for City staff as appropriate and provide data identifying lifecycle cost impacts, LOS impacts, regulatory impacts, and other pertinent data or evaluations requested by the City.

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### 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		
*		
•		
		•
Budget Estimate:		
Task Request Approval:		
City of Black Diamond:		
Written Name		Title
Signature		Date
Consultant:		
Written Name		Title
Signature		Date

<sup>\*</sup>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. 2017 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	RGES
Professional I	\$137	\$/hr
Professional II	\$151	\$/hr
Professional III	\$161	\$/hr
Professional IV	\$172	\$/hr
Professional V	\$185	\$/hr
Professional VI	\$197	\$/hr
Professional VII	\$213	\$/hr
Professional VIII	\$223	\$/hr
Professional IX	\$223	\$/hr
Technician I	\$98	\$/hr
Technician II	\$104	\$/hr
Technician III	\$132	\$/hr
Technician IV	\$140	\$/hr
Administrative I	\$67	\$/hr
Administrative II	\$79	\$/hr
Administrative III	\$94	\$/hr
Administrative IV	\$111	\$/hr
Administrative V	\$131	\$/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	\$0.535	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +

at cost

**Outside Services** 

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION							
SUBJECT:		Age	enda Date	: Januai	y 26, 2017	Α	NB17-015
		T <sub>N</sub>	Mayor Care	ol Benson			
Resolution authorizi	ing the Mayor to		City Admini	strator			
execute an amendm	- 1		City Attorne	y David l	inehan		
contract with Param	1		City Clerk –	Brenda L	. Martinez		
	j		Com Dev/N	at Res – A	Andy Williamsor	1	
as the surveying con	isuitant to the	F	inance – M	lay Miller	•		
MDRT		N	MDRT/Eco	Dev – And	dy Williamson		X
Cost Impact - Develope Development Agreemer		P	Police – Chi	ef Kibling	er		
Fund Source: CCD Blac LLC /Oakpointe LLC	ck Diamond Partners	F	Public Work	s – Seth	Boettcher		
Timeline: Immediately			Court - Ste	phanie M	letcalf		
Agenda Placement:	Mayor 🛛 Two Cou	ncilr	members	Comi	mittee Chair 🗌	Ci	ty Administrator
Attachments: Resolut	tion 17-xxx; Parametri	x Su	rveying C	onsultar	nt Services Cor	ntrac	ct
SUMMARY STATEME		**********					
Councilmembers Dea	dy and Edelman have	plac	ced this it	em on th	ne agenda.		
This resolution is to ex	xecute a contract for su	ırve	ying servi	ces with	Parametrix, I	nc.	Per the
Development Agreement the MDRT can contract an outside consultant, if the city doesn't have sufficient staff resources.							
EISCAL MOTE: /Finance	e Department): Per the	Fin	ndina Aar	ement	all cost associ	ated	I will the contract
	the Developer and has					accu	will the contract
will be relitibursed by	the Developer and has	ישט מ	en melade	u in the	2017 Budget.		
			•				
COUNCIL COMMITTEE	REVIEW AND RECOMI	MEN	ΝΟΔΤΙΟΝΙ·				<u></u>
COUNCIL COMMUNIT FEL	. NEVIEW AND NECONI	*:L1	TORTION.				
	ION: MOTION to						
execute a prof	essional service	ag	greemei	nt wit	h Parame	trix	i, Inc. for the
Surveying consul	tant for the Mast					ım.	
	RECORD	OF	COUNC	IL ACT	ION		
Meeting Date	Action				Vote		
January 26, 2017							

#### RESOLUTION NO. 17-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX INC. FOR SURVEYING SERVICES FOR THE MDRT

WHEREAS, in 2010, the City Council approved Master Planned Development permits for the Villages and Lawson Hills MPDs; and

WHEREAS, in 2011 the City Council approved Development Agreements for The Villages and Lawson Hills MPDs; and

WHEREAS, as part of its consideration and approval of the Development Agreements, the City also entered into a new Funding Agreement with BD Village Partners and BD Lawson Partners; and

WHEREAS, the Funding Agreement call for the establishment of a Master Development Review Team (MDRT), to consist of City Staff and outside consultants; and

WHEREAS, the City does not have on sufficient staff resources to provide Surveying Services to meet the needs of the MDRT;

**WHEREAS**, the City has conducted an RFQ and qualifications-based selection process for surveying services, and based on that process the City desires to continue working with the Consultant on MDRT matters;

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

<u>Section 1.</u> Authorize the mayor to enter into a 2 year contract for services as outlined in the contract between the Consultant and the City.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 26TH DAY OF JANUARY, 2017.

	CITY OF BLACK DIAMOND:	
	Carol Benson, Mayor	
Attest:		
Brenda L. Martinez, City Clerk		

## CONSULTANT SERVICES CONTRACT BETWEEN THE CITY OF BLACK DIAMOND AND PARAMETRIX, INC. FOR MDRT SURVEY SERVICES

THIS AGREEMENT is made by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and **Parametrix, Inc.**, (hereinafter the "Consultant,") a corporation organized under the laws of the State of Washington located and doing business at 1019 39th Avenue S.E., Suite 100, Puyallup, WA 98374.

#### **RECITALS**

WHEREAS, the City does not have sufficient staff resources to provide surveying services to meet the needs of the MDRT; and

WHEREAS, the City has funding available from Oakpointe and an approved budget to fund the oversight, engineering review, inspections, and development agreement enforcement to assist the City with its regulatory role with respect to the MDRT; and

WHEREAS, the City has conducted an RFQ and qualifications-based selection process for surveying services, and based on that process the City desires to continue working the Consultant to provide the City with the same or substantially similar services for the MDRT; 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

#### I. Description of Work

The Consultant shall be prepared to assist the City with all of the work described in Exhibit A (General Scope of Work), which is attached hereto and incorporated herein by this reference. The surveying services to be provided to the City by the Consultant shall be identified in on-call task requests 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 in the form attached as Exhibit B, which is incorporated herein by this reference. 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 (Exhibit B).

#### II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed One Hundred Thousand Dollars (\$100,000.00) for the services described in Section I 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. The progress billings for the work completed shall be compensated according to the rates and charges identified in Exhibit C, which is attached hereto and incorporated herein by this reference.

B. 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 any 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 invoice not in dispute, and the parties shall immediately make a good faith effort to settle the disputed portion.

#### III. 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.

#### IV. Duration of Work

This Agreement shall remain in effect for two (2) years from the date this Agreement is executed by the parties, unless either party gives written notice of earlier termination pursuant to Section V, below.

#### V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the

Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Exhibit A. Termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

#### VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

#### VII. 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.

The provisions of this section shall survive the expiration or termination of this Agreement.

#### VIII. Insurance

- A. 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 Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.
- B. Before beginning any work under this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):
  - 1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
  - 2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
  - 3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.
- C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.
- D. The City of Black Diamond shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.
- E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit, and any insurance maintained by the City shall not contribute with it. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Black Diamond at least 3 days in advance of any cancellation, suspension or material change in the Consultant's coverage.

#### IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

#### X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City, and Consultant assigns to the City all of Consultant's right, title, and interest in any such drawings, designs, reports, and documents. 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, and in no event may Consultant use less than reasonable care with respect to information provided to it by the City. 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.

#### XI. City's Right of Inspection

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 of 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.

#### XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to Independent contractors including, but not limited to, the maintenance of a separate set of books and records that reflect all Items of income and expenses of the Consultant's business, pursuant to the Revised

Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to RCW Title 51, Industrial Insurance.

#### XIII. 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 of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

#### XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred 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 and remain in full force and effect.

#### XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the interpretation of this Agreement, the matter shall first be referred to the City of Black Diamond and the City shall determine the Agreement's true intent or meaning. The City of Black Diamond 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.

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 or Administrator's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, then either party may file suit, the jurisdiction and venue of which lies exclusively in King County Superior Court, King County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, excluding its choice-of-law rules. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

#### XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

#### **CONSULTANT:**

Attn: Austin R. Fisher, P.E. Parametrix, Inc. 1019 39th Avenue SE, Suite 100 Puyallup, WA 98374

#### CITY:

Attn: Andrew Williamson City of Black Diamond P.O. Box 599 24301 Roberts Drive Black Diamond, WA 98010

With a copy to "City Clerk" at same address.

#### XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City is void. If the City consents to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

#### XVIII. Modification and Severability

No waiver, alteration, or 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.

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons 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 provision.

#### XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, 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, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed 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.

of,	es have executed this Agreement on this 2017.
CONSULTANT	CITY OF BLACK DIAMOND
By: Happy Longfellow Its: Senior Consultant	By: Carol Benson, Mayor
Consultant: Parametrix, Inc.	
	APPROVED AS TO FORM:
	David A. Linehan City Attorney
	ATTEST:
	Brenda Martinez, City Clerk

#### **EXHIBIT A**

#### Master Development Review Team Scope of Survey Work

#### **Primary Task Responsibilities**

- Land Use Application Review Assuring Submittals Meet State and Local Survey Related Requirements and Compliance with Master Development Agreements
  - > Road Vacations and Dedications
  - Wetland Buffer Compliance
  - > Boundary Line Adjustments
  - > Final Plats
  - > Short Plats
  - > Binding Site Plans
  - > Condominium Plats
  - > Legal Descriptions
- MDR Team Participation, Meetings, Reports

#### Supplemental Task Responsibilities

- Horizontal and Vertical Control Verification
  - > Establish Network
  - > Benchmarks
  - > Monument Preservation and Perpetuation
  - > DNR Required Monument Destruction Permits
- Boundary
  - > Section Subdivision
  - > Deed Interpretation
  - > Historical Ownership Chain of Title
  - > Riparian Rights
  - > Railroad Easements and ROW
- Right of Way
  - > Determination and Mapping ROW, Easements, Tracts, etc.
  - > ROW Acquisition Assistance
- Construction Support
  - > Review of Plans Constructibility
- Mapping
  - > Topographic Mapping and Base Map
  - ➤ High Definition 3D Scanning
  - > FEMA Elevation Certificates
  - > Wetland Mapping and Buffer Establishment

#### Exhibit B

## City of Black Diamond On-Call Task Request

Date:	City Staff Contact:	
Task Name:	Phone:	The second secon
Consultant Project No.:	Fax:	360-886-2592
Consultant Contact Name:		
Consultant Phone:		
Consultant Fax:		
Scope of Task Request		
Dudget Feliget		
Budget Estimate:		
Task Request Approval:		
City of Black Diamond:		
Written Name		Title
Signature		Date
Consultant:		
Written Name		Title
willen name		Title
Signature		Date

<sup>\*</sup>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 CITY OF BLACK DIAMOND MASTER DEVELOPMENT REVIEW TEAM SURVEY BILLING RATE SCHEDULE

Classification	<b>Hourly Billing Rate</b>
Principal	\$215.00
Survey Division Manager	\$175.00
Survey Project Manager	\$145.00
Survey Office Technician	\$85.00 - \$104.00
Survey CADD Technician	\$72.00 - \$85.00
Field Survey Party Chief	\$98.00 - \$105.00
Field Survey Crew Member	\$65.00 - \$78.00
Administrative Project Support	\$80.00
Expert Witness Testimony	\$250.00

Direct project expenses and reproduction costs are billed at cost plus 15% Mileage expense is billed at current approved IRS mileage rate Lodging and PerDiem costs are billed at current GSA rates Survey equipment except laser scanner billed at \$150/day Laser Scanner is billed at \$97.40/hour

Prevailing Wage Rates apply to construction surveying on all Public Works projects (See Washington State Prevailing Wage Schedule for each County)

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION						
SUBJECT:		A	Agenda Date:	January 26, 2017		AB17-016
		Г	Mayor Carol	Benson		
Resolution authoriz	zing the Mayor to		City Administ	rator		
execute a 2 year co			City Attorney	David Linehan		
, ,	serve as the traffic		City Clerk – B	renda L. Martinez		
engineer consultan			Com Dev/Nat	Res – Andy Williamsor	1	
engineer consultan	t to the MDN		Finance – Ma	<del></del>		
				ev – Andy Williamson		X
Cost Impact - Develop Development Agreeme	ent		Police – Chief			
Fund Source: CCD Bla LLC /Oakpointe LLC	ack Diamond Partners		Public Works	– Seth Boettcher		
Timeline: immediately			Court - Stepl	nanie Metcalf		
Agenda Placement:	🔀 Mayor 🔀 Two Coι	unc	cilmembers 🗌	$igcrel{igcrel}$ Committee Chair $igcrel{igcrel}$	c	City Administrator
Attachments: Resolu	ution 17-xxx; Parametr	'ix	Traffic Engine	ering Consultant Ser	vic	es Contract
SUMMARY STATEME	ENT:					
Councilmembers Deady and Edelman have placed this item on the agenda.  This resolution is to execute a contract for traffic engineering services with Parametrix, Inc. Per the Development Agreement the MDRT can contract an outside consultant, if the city doesn't have sufficient staff resources.  FISCAL NOTE: (Finance Department): Per the Funding Agreement, all cost associated will the contract will be reimbursed by the Developer and has been included in the 2017 Budget.  COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:						
	1.07:01		1		_•	
RECOMMENDED ACTION: MOTION to adopt a Resolution authorizing the Mayor to execute a professional service agreement with Parametrix for the Traffic						
<u>-</u>	sultant for the Ma		<del>-</del>			
			OF COUNCI			
Meeting Date	Action			Vote		
January 26, 2017	7101/011					
January 20, 2017						

#### RESOLUTION NO. 17-\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND, KING COUNTY, WASHINGTON BLACK THE MAYOR TO EXECUTE AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX INC. FOR TRAFFIC **ENGINEERING** SERVICES FOR THE MDRT

WHEREAS, in 2010, the City Council approved Master Planned Development permits for the Villages and Lawson Hills MPDs; and

WHEREAS, in 2011 the City Council approved Development Agreements for The Villages and Lawson Hills MPDs; and

**WHEREAS**, as part of its consideration and approval of the Development Agreements, the City also entered into a new Funding Agreement with BD Village Partners and BD Lawson Partners; and

WHEREAS, the Funding Agreement call for the establishment of a Master Development Review Team (MDRT), to consist of City Staff and outside consultants; and

WHEREAS, the City does not have on sufficient staff resources to provide Traffic Engineering Services to meet the needs of the MDRT;

**WHEREAS**, the City has conducted an RFQ and qualifications-based selection process for traffic engineering services, and based on that process the City desires to continue working with the Consultant on MDRT matters;

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

<u>Section 1.</u> Authorize the mayor to enter into a 2 year contract for services as outlined in the contract between the Consultant and the City.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 26TH DAY OF JANUARY, 2017.

	CITY OF BLACK DIAMOND:	
	Carol Benson, Mayor	
Attest:		
Brenda L. Martinez, City Clerk		

## CONSULTANT SERVICES CONTRACT BETWEEN THE CITY OF BLACK DIAMOND AND PARAMETRIX, INC. FOR MDRT TRAFFIC ENGINEERING SERVICES

THIS AGREEMENT is made by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and **Parametrix, Inc.**, (hereinafter the "Consultant,") a corporation organized under the laws of the State of Washington, located and doing business at 1019 39th Avenue S.E., Suite 100, Puyallup, WA 98374.

#### **RECITALS**

WHEREAS, the City does not have sufficient staff resources to provide traffic engineering services to meet the needs of the MDRT; and

WHEREAS, the City has funding available from Oakpointe and an approved budget to fund the oversight, engineering review, inspections, and development agreement enforcement to assist the City with its regulatory role with respect to the MDRT; and

WHEREAS, the City has conducted an RFQ and qualifications-based selection process for traffic engineering services, and based on that process the City desires to continue working with Consultant to provide the City with the same or substantially similar services for the MDRT; 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**

#### I. Description of Work

The Consultant shall be prepared to assist the City with all of the work described in Exhibit A (General Scope of Work), which is attached hereto and incorporated herein by this reference. The traffic engineering services to be provided to the City by the Consultant shall be identified in on-call task requests 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 in the form attached as Exhibit B, which is incorporated herein by this reference. 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 (Exhibit B).

#### II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed One Hundred Thousand Dollars (\$100,000.00) for the services described in Section I 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. The progress billings for the work completed shall be compensated according to the rates and charges identified in Exhibit C, which is attached hereto and incorporated herein by this reference.

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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 of 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.

#### XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to Independent contractors including, but not limited to, the maintenance of a separate set of books and records that reflect all Items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to RCW Title 51, Industrial Insurance.

#### XIII. 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 of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

#### XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred 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 and remain in full force and effect.

#### XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the interpretation of this Agreement, the matter shall first be referred to the City of Black Diamond and the City shall determine the Agreement's true intent or meaning. The City of Black Diamond 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.

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 or Administrator's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, then either party may file suit, the jurisdiction and venue of which lies exclusively in King County Superior Court, King County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, excluding its choice-of-law rules. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

#### XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

#### **CONSULTANT:**

Attn: Austin R. Fisher, P.E. Parametrix, Inc.

1019 39th Avenue S.E., Suite 100

Puyallup, WA 98374

#### CITY:

Attn: Andrew Williamson City of Black Diamond P.O. Box 599 24301 Roberts Drive Black Diamond, WA 98010

With a copy to "City Clerk" at same address.

#### XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City is void. If the City consents to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

#### XVIII. Modification and Severability

No waiver, alteration, or 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.

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons 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 provision.

#### XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, 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, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed 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 this \_\_\_\_\_ day of \_\_\_\_\_\_, 2017. CONSULTANT CITY OF BLACK DIAMOND By:\_\_ Carol Benson, Mayor Its: Senior Consultant Consultant: Parametrix, Inc. APPROVED AS TO FORM: David A. Linehan City Attorney ATTEST: Brenda Martinez, City Clerk

## EXHIBIT A SCOPE OF SERVICES

#### Exhibit A

#### **Master Development Review Team**

#### **Traffic and Transportation Review Services General Scope of Services**

- Traffic Impact Study review and findings
- Traffic Monitoring Report review and findings
- Traffic safety studies
- · Travel demand forecasting and modeling
- Traffic operations modeling
- Intersection level of service analysis
- Roundabout evaluation
- Design concept review
- Sight distance evaluation
- Pedestrian and bicycle facility planning and design
- Transit facility planning and design
- Parking management and guidelines
- Code language and design standards review
- Traffic calming strategies review
- Coordination with City staff
- Attendance at City Council or public meetings or hearings

#### **Exhibit B**

## City of Black Diamond On-Call Task Request

Date:	City Staff Contact:	
Task Name:		360-886-5700
Consultant Project No.:		360-886-2592
Consultant Contact Name:		***************************************
Consultant Phone:		
Consultant Fax:		
Scope of Task Request		
Budget Estimate:		
Task Request Approval:		
City of Black Diamond:		
Written Name	***************************************	Title
		The
Signature		Date
Consultant:		Date
Ooriounani.		
Written Name		Title
William		riae
Signature		Data
Signature		Date

<sup>\*</sup>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
Parametrix Maximum Allowable Rates through September 30, 2012

Classification	Grade	Rate for Billing	Classification	Grade	Rate fo Billing
CADD Operator I	8	\$70	Jr. Planner	8/9	\$7
CADD Operator II	9/10	\$85	Planner I		-
•	11	•		10	\$9
CADD Operator III		\$115	Planner II	11	\$10
CADD Tech Lead	12	\$120	Planner III	12/13	\$12
CADD Supervisor	12	\$110	Planner IV	14	\$13
CADD Services Manager	14	\$125	Sr. Planner	15	\$15
			Sr. Planner	16	\$17
Designer I	10	\$100	Sr. Planner	17	\$19
Designer II	11	\$105			
Designer III	12	\$120	Jr. Scientist/Biologist	8	\$7
Designer III	13	\$135	Scientist/Biologist I	10	\$8
Designer IV	14	\$145	Scientist/Biologist II	11	\$11
Sr. Designer	15	\$150	Scientist/Biologist III	12	\$11
Sr. Designer	16/17	\$165			
or. Designer	10/17	\$100	Scientist/Biologist III	13	\$12
Providence and a special control of	_		Scientist/Biologist IV	14	\$13
Engineering Technician I	8	\$75	Sr. Scientist/Biologist	15	\$15
Engineering Technician II	9	\$85	Sr. Scientist/Biologist	16	\$16
Engineer I	10	\$95	Sr. Scientist/Biologist	17	\$17
Engineer II	11	\$100			
Engineer III	12	\$115	Environmental Technician I	8	\$8
Engineer III	13	\$125	Environmental Technician II	9	\$9
Engineer IV	14	\$135	Environmental Technician III	10	\$10
Sr. Engineer	15	\$150	Environmental recinician in	10	ą s u
Sr. Engineer Sr. Engineer	16	\$170	ir Taulasiasiai		
		•	Jr. Toxicologist	8	\$7
Sr. Engineer	17	\$190	Toxicologist I	10	\$9
Sr. Consultant	18	\$235	Toxicologist II	11	\$10
Sr. Consultant	19	\$250	Toxicologist III	12/13	\$11
			Toxicologist IV	14	\$14
Jr. Surveyor	8	\$70	Sr. Toxicologist	15/16	\$16
Surveyor I	9	\$80	Sr. Toxicologist	17	\$21
Surveyor II	10	\$85	•		,
Surveyor III	11	\$110	Hydrogeologist I	10	\$9
Sr. Surveyor	12	\$115	Hydrogeologist II	11	\$10
="	13				-
Sr. Surveyor		\$140	Hydrogeologist III	12/13	\$11
Survey Supervisor	14	\$145	Hydrogeologist IV	14	\$11
Regional Surveyor	18	\$185	Sr. Hydrogeologist	15	\$15
			Sr. Hydrogeologist	16	\$16
Construction Technician I	8/9	\$85	Sr. Hydrogeologist	17	\$17
Construction Technician II	10	\$90			
Construction Technician III	11	\$120	GIS Technician	9/10	\$8
Construction Technician IV	12	\$135	Sr. GIS Analyst	11	\$9
Construction Manager I	11	\$110	on one randy ox	• • •	•
Construction Manager II	12	\$125	Graphic Artist	9	\$8
	13				-
Construction Manager III		\$135	Sr. Graphic Artist	10	\$11
Construction Manager IV	14	\$145			
Sr. Construction Manager	15	\$150	Technical Aide	7	\$7
Sr. Construction Manager	16	\$170	Sr. Technical Aide	8	\$7
Sr. Construction Manager	17	\$175	Project Coordinator	9	\$9
Site Construction Manager	18	\$180	Sr. Project Coordinator	10	\$9
· ·			Project Controls Specialist	11	\$10
Operations Manager	16	\$150	Project Coordination Supervisor	11	\$10
Operations Manager	17	\$170	1 reject coordination captivisor	• • •	4.0
			Desiral Assessment	•	**
Operations Manager	18	\$180	Project Accountant	8	\$8
Division Manager	16	\$165	Project Accountant	9	\$8
Division Manager	17	\$205	Sr. Project Accountant	10	\$9
Division Manager	18/19	\$235	Sr. Accounting Specialist	10	\$10
Regional Division Manager	18/19	\$240	Sr. Contract Administrator	11	\$11
Program Manager	18/19	\$250			
Program Manager	20	\$260	Library Specialist	9	\$8
Principal Consultant	19	\$270	Librarian	11	\$8
Principal Consultant	20	\$295	Information Resource Manager	13	\$12
Project Delivery Officer	19		LAN Admin I		
		\$235		11	\$10
Principal	19/20	\$295	LAN Admin II	12	\$11
			Sr. LAN Admin	13	\$10
Word Processor	7	<b>\$</b> 65	Office Clerk	4	\$5
Sr. Word Processor	8	\$75	Receptionist	6	\$6
Nord Processing Specialist	9	\$95	Admin Assistant	6/7	\$6
Technical Editor	10	\$105	Sr Admin Assistant	8	\$7
Word Proc Mgr/Editor	11	\$110	Sr Admin Assistant	9	
_					\$9
Production Manager	12	\$130	Office Administrator	10	\$9
			Sr. Office Administrator	11	\$11
Expert Witness		\$250	Office Administrative Manager	12-14	\$13
Value Engineering		\$250			

Direct project expenses and reproduction costs are billed at cost plus 15%

Public hearing testimony services are billed at hourly rates plus 30%

March 27, 2012

# CITY COUNCIL AGENDA BILL

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

	Black Dlamo	na, wa 98010				
ITEM INFORMATION						
SUBJECT:	Agenda Date: January 26, 2017	AB17-017				
Resolution authorizing the Mayor to	Mayor Carol Benson					
execute a 2 year contract with RH2	City Administrator					
Engineering, Inc. to serve as the Civil	City Attorney David Linehan					
Engineering Consultant to the Water,	City Clerk – Brenda L. Martinez					
Sewer, and Stormwater utilities.	Com Dev/Nat Res – Andy Willaimson					
•	Finance – May Miller					
	MDRT/Eco Dev – Andy Williamson					
Cost Impact (see also Fiscal Note): \$100,000	Police – Chief Kiblinger					
Fund Source: Water/Sewer/Storm Water	Public Works – Seth Boettcher	X				
Timeline: 2 years	Court - Stephanie Metcalf					
Agenda Placement: 🔀 Mayor 🔀 Two Cou		ity Administrator				
Attachments: Resolution No. 17-XXX, Cont	ract forms					
SUMMARY STATEMENT:						
Councilmembers Deady and Edelman have						
The City is in need of on-going water, sewer, and stormwater engineering services. At the beginning of September, the City went through a consultant selection process and through that process selected RH2 Engineering, Inc.						
The City has used RH2 in the past for on-call tasks and has received responsive, technically sound engineering with accurate and clear billing. Having received very good engineering service from RH2, staff is recommending a two year civil engineering contract with RH2 Engineering, Inc. for water, sewer, and stormwater engineering services.						
Tasks under this agreement will be executed via an on-call task request. The staff will use this contract for initial study and investigation work for capital project development, Maintenance and Operation trouble shooting and assistance, serving development needs and review (reimbursable).						
FISCAL NOTE (Finance Department): Eng Utility development work for future cap trouble shooting and assistance COUNCIL COMMITTEE REVIEW AND RECOM	ital projects, or for Utility Maintenan					

RECOMMENDED ACTION: MOTION to adopt a Resolution authorizing the Mayor to execute a professional services agreement with RH2 Engineering, Inc. to serve as the Civil Engineering Consultant to the Water, Sewer, and Stormwater Utilities.

RECORD OF COUNCIL ACTION				
Meeting Date	Action	Vote		
January 26, 2017				

#### **RESOLUTION NO. 17-XXX**

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, SEWER, AND STORM WATER UTILITIES

WHEREAS, the City does not have sufficient staff resources to provide civil engineering services to meet the needs of the water, sewer, and storm water utilities; and

WHEREAS, private firms providing civil engineering services were invited to submit Statements of Qualifications for review and consideration; and

WHEREAS, a panel consisting of staff and the Mayor reviewed the submittals, and then unanimously recommended RH2 Engineering, Inc. as the firm most capable of providing Civil Engineering Services as desired;

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

<u>Section 1.</u> The Mayor is hereby authorized to execute a 2 year contract with RH2 Engineering, Inc. to provide Civil Engineering Services to the Water, Sewer, and Stormwater Utilities, substantially in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 26<sup>TH</sup> DAY OF JANUARY, 2017.

	CITY OF BLACK DIAMOND:	
	Carol Benson, Mayor	
Attest:		
Brenda I Martinez City Clerk		

## CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT FOR CIVIL ENGINEERING SERVICES

This Professional Services Agreement ("Agreement") is entered into by and between:

CITY OF BLACK DIAMOND, WASHINGTON (the "City"), a Washington municipal corporation,

Physical Address:

24301 Roberts Drive

Black Diamond, WA 98010

Mailing Address:

PO Box 599

Black Diamond, WA 98010

Contact: Andy Williamson Phone: 360-886-5700 Fax: 360-886-2592

and

RH2 ENGINEERING, INC. ("Consultant"), a Washington corporation,

Physical Address:

22722 29<sup>th</sup> Drive SE, Suite 210

Bothell, WA 98021

Mailing Address:

Same as above

Contact: Geoffrey G. Dillard, P.E. Phone: 425-951-5400 Fax: 425-951-5401

Tax Id No.: 91-1108443

for non-exclusive on-call professional civil engineering services to the City of Black Diamond Department of Public Works.

#### RECITALS

WHEREAS, the City's Department of Public Works has a need for on-call civil engineering services in order to be able to provide outstanding customer service to the citizens of Black Diamond; and

WHEREAS, the City has conducted an RFQ and qualifications-based selection process for civil engineering services, and based on that process the City has identified the Consultant as the best-qualified provider; 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

- 1.1 Consultant has been retained by the City to provide professional civil engineering on-call services as generally described in the Scope of Work attached to this Agreement as Exhibit "A". The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation than provided in this Agreement without the prior written authorization of the City.
- 1.2 The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.
- 1.3 Consultant represents and warrants that it, its staff to be assigned to on-call tasks, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

#### 2. Schedule of Work

- 2.1 The City will issue an on-call task request for each 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 in the form attached as Exhibit "B." 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").
- 2.2 Consultant will work within the 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 Consultant's control that could not have been reasonably foreseen as of the date of this Agreement cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. The Consultant shall provide the City with written notice of any delay, or potential delay, that may trigger the need for a time extension within 3 business days after the Consultant becomes aware of the delay or potential delay.
- 2.3 Consultant is authorized to proceed with services upon receipt of a signed task order.

#### 3. Compensation

- 3.1 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 orders issued prior to receipt of written notice of the rate/expense adjustment by the City shall not be affected by the adjustment.
- 3.2 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

- 4.1 Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices, in a format acceptable to the City for work performed to the date of the invoice.
- 4.2 All invoices shall be paid by City warrant within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.
- 4.3 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.
- 4.4 If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

#### 5. Discrimination and Compliance with Laws

- 5.1 Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
- 5.2 Consultant and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- 5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in

whole or in part, and may result in Consultant's ineligibility to conduct further work for the City.

#### 6. Duration, Suspension, and Termination of Agreement

- 6.1 This Agreement shall remain in effect for two (2) years from the date this Agreement is signed by both parties, unless the City provides written notice of earlier termination pursuant to this Section 6, below.
- 6.2 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing no fewer than ten (10) days prior to the stated termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on a pending task request prior to the date of suspension or termination.
- 6.3 Any notice from the City to Consultant regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

#### 7. Standard of Care

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

#### 8. Ownership of Work Product

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon termination of this Agreement. Consultant assigns to the City all of Consultant's right, title, and interest in any such documents, including copyrights, data, or trade secrets contained therein and specific thereto. Any reuse of

these materials by the City for projects or purposes other than those that fall within the scope of this Agreement without written concurrence by Consultant, will be at the sole risk of the City.

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

## 9. <u>Indemnification/Hold Harmless</u>

- 9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, volunteers, and agents harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. PROVIDED, HOWEVER, THAT IF ANY SUCH CLAIMS, INJURIES, DAMAGES, LOSSES OR SUITS RESULT FROM THE CONCURRENT NEGLIGENCE OF CONSULTANT AND THE CITY, IT IS EXPRESSLY AGREED THAT CONSULTANT'S OBLIGATIONS AND INDEMNITY UNDER THIS PARAGRAPH SHALL BE EFFECTIVE ONLY TO THE EXTENT OF CONSULTANT'S NEGLIGENCE.
- 9.2 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.
- 9.3 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.
- 9.4 The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

### 10. Insurance of the monocoloid bits, them suggested by gridgly, straightful and the first such (1):

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

- 10.2 Consultant shall procure and maintain the following types and amounts of insurance:
- a. <u>Automobile Liability</u> insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. <u>Commercial General Liability</u> insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. This insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- c. <u>Workers' Compensation</u> coverage as required by the Industrial Insurance laws of the State of Washington.
- d. <u>Professional Liability</u> insurance appropriate to Consultant's profession, with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- 10.3 The Automobile Liability, Commercial General Liability, and Professional Liability insurance policies are to contain, or be endorsed to contain, the following provisions:
- a. Consultant's insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.
- b. Consultant's insurance shall be endorsed to state that coverage shall not be cancelled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- 10.4 The City shall be named as an additional insured under Consultant's Automobile Liability and Commercial General Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.
- 10.5 Insurance shall be placed with insurers with a current A.M. Best rating of not less than A:VII.
- 10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City not less than ten (10) days following both parties signing this Agreement and before commencement of the work. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy Consultant must procure and maintain pursuant to this Agreement and Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

### 11. Assigning or Subcontracting

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

### 12. Independent Contractor

- this Agreement, independent contractors. 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.
- 12.2 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 of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

### 13. Notice

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

City:

Andy Williamson City of Black Diamond 24301 Roberts Drive P.O. Box 599

Black Diamond, WA 98010

Fax: 360-886-2592

With a copy to:

City Clerk

Consultant:

Geoffrey G. Dillard, P.E.

Director

RH2 Engineering, Inc.

22722 29<sup>th</sup> Drive SE, Suite 210

Bothell, WA 98021 Fax: 425-951-5401

### 14. Disputes

14.1 Any action or claim arising out of or relating to this Agreement shall be governed by the laws of the State of Washington, excluding its choice-of-law rules. Venue and personal jurisdiction shall lie exclusively in King County Superior Court, Kent, Washington.

### 15. Attorney Fees

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

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

- 16.1 The Mayor of the City or his/her designee (the contract Administrator) shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant. Consultant understands and agrees that any and all work to be performed pursuant to this Agreement must be approved in advance by the contract Administrator. No third party, including the project applicant, shall have any direct control or influence over the services performed under this Contract.
- 16.2 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 of 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.
- 16.3 The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred 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 and remain in full force and effect.

### 17. Extent of Agreement/Modification

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

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

- 18.1 No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Consultant shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in any project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from any project applicant or proponent or any affiliate or agent of a project applicant or proponent.
- 18.2 The Consultant warrants and represents that the Consultant has not, nor has any other member, employee, representative, agent or officer of the Consultant, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

### **AGREED TO BY:**

CITY OF BLACK DIAMOND	CONSULTANT
By:	By: Seeffrey G. Dillard, P.E. Its: Director
Date:	Date:
Attest:	
By:	
Brenda L. Martinez, City Clerk	

APPROVED AS TO FORM:	
David A. 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

2			
Date:		City Staff Contact:	
Task Name:			360-886-5700
Consultant Project No.:		Fax:	360-886-2592
Consultant Contact Name: _			
Consultant Phone:			
Consultant Fax:			
Scope of Task Request Incl	luding Deliverables and Sche	dule	
,			
Budget Estimate:			
Dudget Ecilinate.			
Task Request Approval:			
City of Black Diamond:			
		<u></u>	
Written	Name		Title
Sign	ature		Date
Consultant:			
Written	n Name		Title
			1100
Signa	_1. <sub>100</sub>		Don too
Signa	alure		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.

# Separah Park Biranggo Greek at 1924 Park

### EXHIBIT C RH2 ENGINEERING, INC. 2017 SCHEDULE OF RATES AND CHARGES

	E OF KATES AND CHA	
RATE LIST	RATE	UNIT
Professional I	\$137	\$/hr
Professional II	\$151	\$/hr
Professional III	\$161	\$/hr
Professional IV	\$172	\$/hr
Professional V	\$185	\$/hr
Professional VI	\$197	\$/hr
Professional VII	\$213	\$/hr
Professional VIII	\$223	\$/hr
Professional IX	\$223	\$/hr
Technician I	\$98	\$/hr
Technician II	\$104	\$/hr
Technician III	\$132	\$/hr
Technician IV	\$140	\$/hr
Administrative I	\$67	\$/hr
Administrative II	\$79	\$/hr
Administrative III	\$94	\$/hr
Administrative IV	\$111	\$/hr
Administrative V	\$131	\$/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	\$0.535	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	COSL T
Outside Selvices	at cost	

### ORDINANCE NO. 16-1083

AN EMERGENCY 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 17<sup>th</sup> and December 1<sup>st</sup>; and work studies on September 29<sup>th</sup>, October 13<sup>th</sup>, October 18<sup>th</sup>, October 27<sup>th</sup> and November 10<sup>th</sup>; and

WHEREAS, the City is required by state law to adopt the 2017 budget prior to January 1, the beginning of the fiscal year, which makes it necessary to adopt the budget ordinance as an emergency in order that it take effect immediately; 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.
- <u>Section 2.</u> 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.
- <u>Section 3</u>. 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.

<u>Section 5.</u> The Mayor shall not expend more than 25% of the budgeted expenditures during the term of this ordinance, except as may be necessary for capital projects or other extraordinary expenses. All contracts signed by the executive office will come to the Council for approval during this three months' time.

Section 6. This ordinance shall expire on March 31, 2017. This ordinance, as a public emergency ordinance necessary for the protection of the public health, public safety, public property, and public peace, shall take effect and be in full force immediately upon its adoption. Pursuant to <a href="Matson v. Clark County Board of Commissioners">Matson v. Clark County Board of Commissioners</a>, 79 Wn. App. 641, 904 P.2d 317 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the "WHEREAS" clauses, above, all of which are adopted by reference as findings of fact as if fully set forth herein.

Introduced the 27th day of December, 2016.

Passed by a majority of the City Council on the 27th day of December, 2016.

Mayor Carol Benson

Attest:

### **Emergency Ordinance**

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

David Linehan, City Attorney

Published: 01/03/17 Posted: 12/28/16

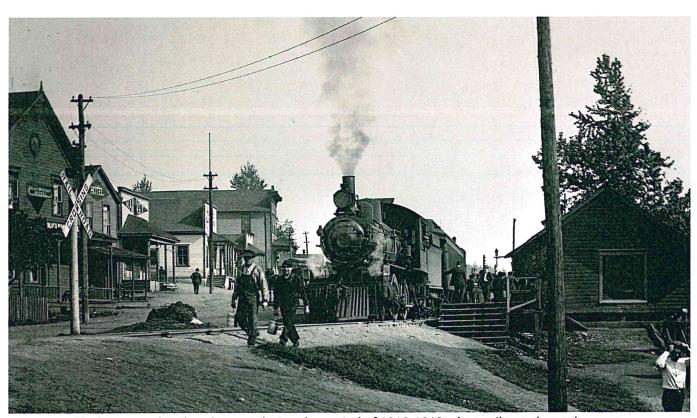
Effective Date: 12/27/16

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 Budget

# 2017

December 27, 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\*\*\*\*

### **TABLE OF CONTENTS**

Mayor's Letter	3
Elected Officials	
About Black Diamond	6
Organization Chart	7
Employee Allocations by Fund	8
Combined Operating Statement	9
General Fund	10
General Fund Sources and Uses Graphs	
General Fund Summary	12
Functions Supported by Revenue Sources	13
Functional Expenditures	14
Functional Expenditure Detail	15
MDRT Budget	16
General Fund Revenue	17-28
General Fund Expenditures	29
Legislative	29
Executive	29
City Clerk/HR	30
Finance	30
Information Services	31
Legal	31
Municipal Court	32
Police Department	33-34
Fire Department	35
Emergency Management	35
Special Programs	36
Community Development	36
Master Development Review Team & Consultants	38
Parks and Recreation	39
Cemetery	39
Facilities	40
Central Services	41

Special Revenue Funds	42
Street Fund	43
Fire Impact Fee Fund	45
Transportation Benefit District Fund	46
Traffic Mitigation Fund	47
Internal Service Fund	48
Equipment Replacement Funds	49-51
Utility Funds	52
Water Operating Fund	53
Water Debt Analysis	55
Sewer Operating Fund	56
Stormwater Operating Fund	58
Capital Funds	60
Real Estate Excise Tax 1 (REET 1)	61
General Government Capital Projects	62
Real Estate Excise Tax 2 (REET 2)	63
Public Works Capital Projects Fund	64
WSFFA Fund 402	65
Water Capital Fund 404	66
Sewer Capital Project Fund 408	67
Stormwater Capital Project Fund 410	68
Financial Management Policies	69-7-
Salary Schedule	75
City Statistics	76
Rudget Calandar	70

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 9<sup>th</sup> 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 224<sup>th</sup> 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.

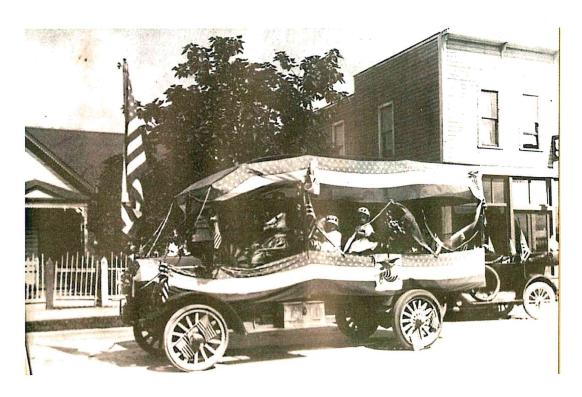
Mayor Benson has lived in the Black Diamond area since 1979, where she raised her two sons. She enjoys gardening, hiking, boating and spending time with her grandchildren.

### **Black Diamond Elected Officials**

Mayor Carol Benson Expires 12/31/2017 Position 3 Janie Edelman Expires 12/31/2019

Position 1 Tamie Deady Expires 12/31/2019 Position 4 Brian Weber Expires 12/31/2017

Position 2 Erika Morgan Mayor Pro-tem Expires 12/31/17 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**

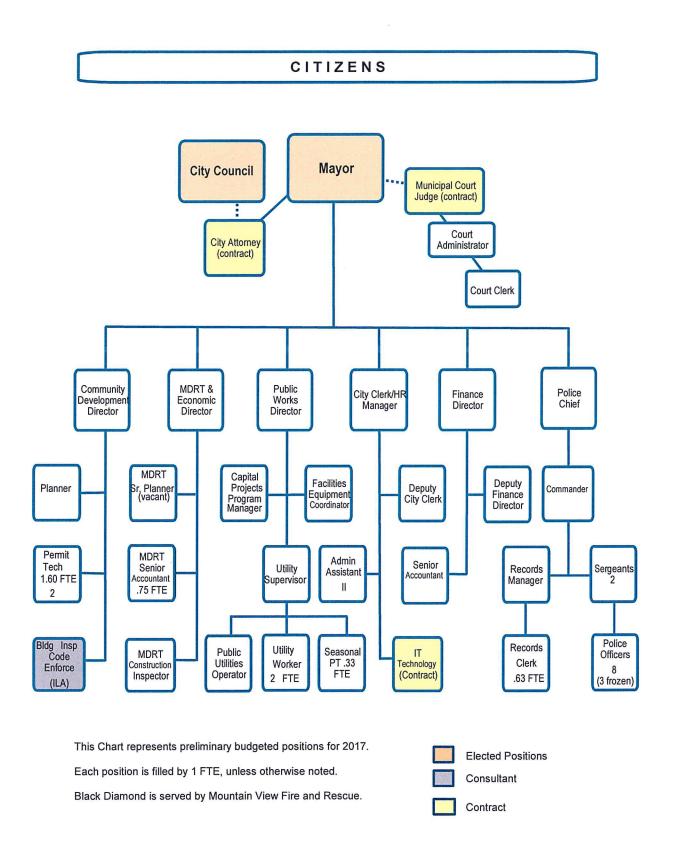
Budgeting is an essential element of the financial planning, control and evaluation process of government. The planning process involves determining the types and levels of services to be provided by the various departments, programs and functions.

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



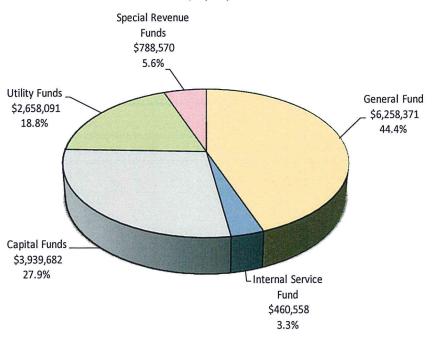
Positions	Full Time Equivalent	Funding	General	Street	Water	Sewer	Storn
POSICIONS	(FTE)	Agreement	Fund	Fund	Fund	Fund	Fun
Administration							
Administrative Assistant II	1.00		0.10		0.30	0.30	0.30
Total Administration	1.00	0.00	0.10	0.00	0.30	0.30	0.30
City Clerk							
City Clerk/HR Manager	1.00	0.50	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		S 415					
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	2.00	0.00					
Public Works Director	1.00		0.06	0.26	0.23	0.23	0.22
Capital Project/Program Manager	1.00		0.50	0.25	0.25	0.25	0.25
	1.00		0.05	0.23	0.24	0.24	0.24
Utilities Supervisor	2.00		0.10	0.40	0.50	0.50	0.50
Utility Worker	1.00		0.10	0.40	0.30	0.30	0.25
Utilities Operator						0.23	
Seasonal Maintenance	0.33		0.16	0.06	0.06	1 47	0.05
Total Public Works Total Budget Positions (FTE's)	6.33 33.31	4.50	0.47 20.07	1.35 1.48	1.53 2.44	1.47 2.39	1.51 2.43

### **Combined 2017 Preliminary Budget - All Funds**

		Beginning	2017	Total	2017	<b>Ending Fund</b>	
		Fund Balance	Revenue	Sources	Expenditures	Balance	<b>Total Uses</b>
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	<b>Utility Operating Funds</b>						
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**

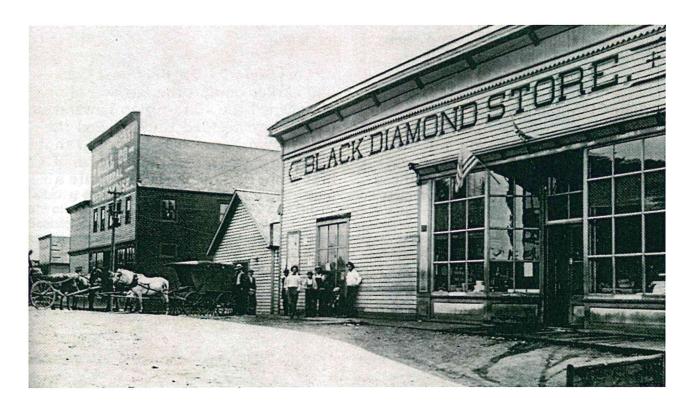
### \$14,105,272



# **General Fund**

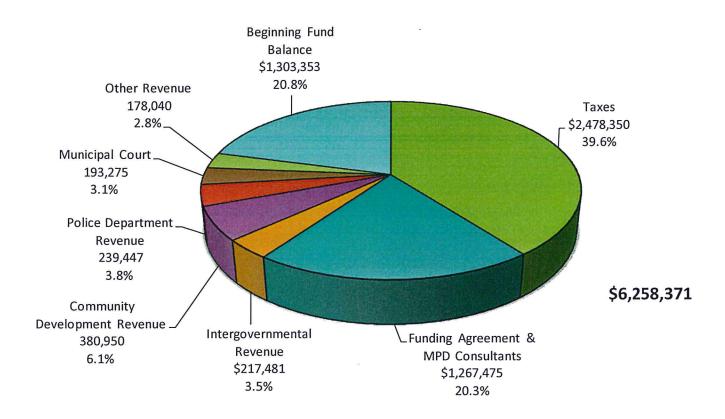
The General Fund is the primary fund of the City.

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.

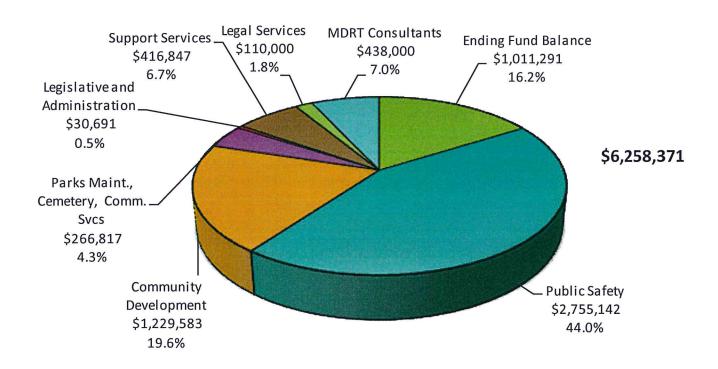


West side of Railroad Ave, looking south from the railroad depot, circa 1910

### **2017 DRAFT General Fund Sources**



### **2017 DRAFT General Fund Uses**



### 2017 DRAFT Preliminary 2017 Budget

General Fund 2016 Thru Estimated 2016 to								
		2016 Budget	August	Year End	2017 Budget	<b>Budget Diff</b>		
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		
		181,310	159,488	315,000	380,950	199,640		
8	Land Use and Permit Fees (Comm. Dev)	20	2	55,150				
9	Liquor Tax & Profits	54,750	32,558	2	56,481	1,731		
LO	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		
L3	Municipal Court Fines and Fees	109,521	87,521	122,305	193,275	83,754		
L4	Passports/(charge for services now cost alloc)	101,400	12,684	19,550	22,150	(79,250)		
L5	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		
3	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		
86	Hearing Examiner	5,000	615	2,000	5,000	0		
37	Community Development	321,324	160,395	281,324	475,608	154,284		
88	Facilities-Staff & Miscellaneous	47,876	32,466	48,350	51,572	3,696		
19	Facilities Bldg Mtc-Lease & Maintenance	73,200	42,420	73,200	73,021	(179)		
10	Emergency Management	5,000	402	2,000	5,100	100		
1	Parks	51,206	30,284	51,200	55,131	3,925		
12	Parks Museum	7,551	5,091	8,000	7,826	275		
13	Parks Gym	11,316	6,514	10,716	8,406	(2,910)		
4	Community Center Supplement				10,000	10,000		
15	Cemetery	18,598	10,292	16,740	18,951	353		
16	Central Svcs -Paper, Post, Printing, Cks	32,353	7,802	9,000	13,646	(18,707)		
7	Total Operating Expenditures	4,244,387	2,515,158	4,114,304	4,809,080	564,693		
18	Developer SEPA	10,000			0	(10,000)		
19	Developer MDRT-Consultants	438,000	192,477	438,000	438,000	0		
0	Total Other Expenditures	448,000	192,477	438,000	438,000	(10,000)		
1	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		
3	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		
		5,586,502	4,078,857	5,855,657	6,258,371			

<sup>56 \*</sup> Includes audit costs budgeted in 2015 and billed in 2016.

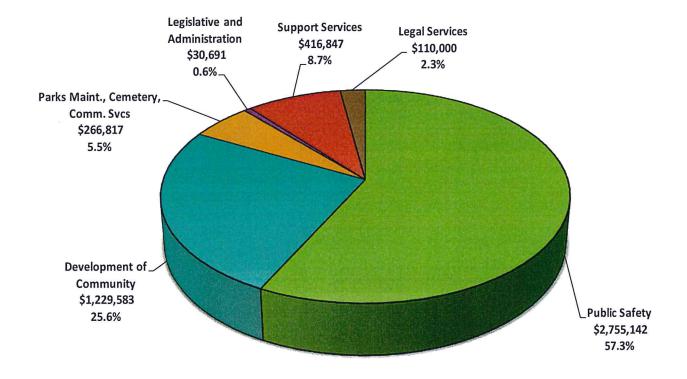
	Functions Supported by Operating Revenue Sources	2016 Budget	2017 Budget	\$ Change	% Change	Public Safety	General Govt	MDRT
	Beginning Cash and Investments	1,072,660	1,303,353	230,693	21.5%		1,178,353	125,000
	REVENUE					elligation are		
1	Public Safety Revenue Support							
2	Property Tax	1,465,908	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	, a	
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		
0	General Government Support							
1	Sales Tax	326,250	385,000	58,750	18.0%		385,000	
2	Land Use and Permitting Fees	181,310	380,950	199,640	110.1%		380,950	
3	State Sales Tax Assistance	78,460	95,000	16,540	21.1%	95,000		
4	Recycle and Misc. Grants	15,991	10,000	(5,991)	-37.5%		10,000	
5	Cable Franchise Fees	66,000	76,000	10,000	15.2%		76,000	
5	Parks and Cemetery Fees	47,540	47,540	0	0.0%		47,540	
7	Passport Fees	21,900	22,150	250	1.1%		22,150	
3	Business License Fees	22,000	23,500	1,500	6.8%	23,500		
9	Alloc for Software, Maint & CC Fees	79,500					0	
0	Other Misc. Fees and Charges	2,500	8,870	6,370	254.8%		8,870	Marine Service
1	Subtotal General Govt Revenue	841,451	1,049,010	207,559	24.7%	118,500	930,510	1
2	Subtotal Operating Revenue	3,243,345	3,687,543	444,198	13.7%	2,757,033	2,108,863	
3	Developer Funding Agreement	822,497	829,475	6,978	0.8%			829,475
4	Total General Fund Operating Sources	5,138,502	5,820,371	681,869	13.3%	2,757,033	2,108,863	954,475
5	EXPENDITURES							
ŝ	Police Department	1,700,472	1,897,480	197,008	11.6%	1,897,480		
7	Fire Department	525,375	534,905	9,530	1.8%	534,905		
3	Recycle/Air Qual/Mntl Hlth/Animal Control	32,166	24,366	(7,800)	-24.2%	24,366		
9	Emergency Management	5,000	5,100	100	2.0%	5,100		
)	Municipal Court	168,769	232,041	63,272	37.5%	232,041		
L	Legal-Pros Atty & Pub Defender	61,250	61,250	0	0.0%	61,250		
2	Subtotal Public Safety Expenditures	2,493,032	2,755,142	262,110	10.5%	2,755,142		
3	Legislative-Council	15,711	15,814	103	0.7%		15,814	
1	Executive-Mayor	15,118	14,877	(241)	-1.6%		14,877	
5	City Clerk/Human Resources	227,588	190,428	(37,160)	-16.3%		109,928	80,500
5	Finance	181,014	212,773	31,759	17.5%		212,773	
7	Information Services	31,175	41,910	10,735	34.4%		41,910	
3	Legal Service	55,000	110,000	55,000	100.0%		110,000	
	Master Dev Review Team & Econ Dev	586,130	672,108	85,978	14.7%			672,108
		500/100						76,867
9	MDRT-FF&E costs	71,195	76,867	5,672	8.0%		1914	70,007
)	MDRT-FF&E costs Hearing Examiner			5,672 0	8.0% 0.0%		5,000	70,007
)		71,195	76,867				5,000 302,145	70,007
2	Hearing Examiner	71,195 5,000	76,867 5,000	0	0.0%			70,007
2	Hearing Examiner Community Development-Permitting	71,195 5,000 174,681	76,867 5,000 302,145	0 127,464	0.0% 73.0%		302,145	70,007
9 1 2 3	Hearing Examiner Community Development-Permitting Community Development-Planning	71,195 5,000 174,681 146,643	76,867 5,000 302,145 173,463	0 127,464 26,820	0.0% 73.0% 18.3%		302,145 173,463	70,007
2 3 4 5	Hearing Examiner Community Development-Permitting Community Development-Planning Facilities-Staff & Miscellaneous	71,195 5,000 174,681 146,643 47,876	76,867 5,000 302,145 173,463 51,572	0 127,464 26,820 3,696	0.0% 73.0% 18.3% 7.7%		302,145 173,463 51,572	70,00
9 1 2 3 4 5 5	Hearing Examiner Community Development-Permitting Community Development-Planning Facilities-Staff & Miscellaneous Facilities Bldg Mtc-Supplies & Maint	71,195 5,000 174,681 146,643 47,876 73,200	76,867 5,000 302,145 173,463 51,572 73,021	0 127,464 26,820 3,696 (179)	0.0% 73.0% 18.3% 7.7% -0.2%		302,145 173,463 51,572 73,021	7 0,00
9 1 2 3 4 5 7	Hearing Examiner Community Development-Permitting Community Development-Planning Facilities-Staff & Miscellaneous Facilities Bldg Mtc-Supplies & Maint Parks	71,195 5,000 174,681 146,643 47,876 73,200 51,206	76,867 5,000 302,145 173,463 51,572 73,021 55,031	0 127,464 26,820 3,696 (179) 3,825	0.0% 73.0% 18.3% 7.7% -0.2% 7.5%		302,145 173,463 51,572 73,021 55,031	70,00
9 1 5 5 7 3	Hearing Examiner Community Development-Permitting Community Development-Planning Facilities-Staff & Miscellaneous Facilities Bldg Mtc-Supplies & Maint Parks Park's Museum	71,195 5,000 174,681 146,643 47,876 73,200 51,206 7,551	76,867 5,000 302,145 173,463 51,572 73,021 55,031 7,826	0 127,464 26,820 3,696 (179) 3,825 275	0.0% 73.0% 18.3% 7.7% -0.2% 7.5% 3.6%		302,145 173,463 51,572 73,021 55,031 7,826	70,00
9 1 2 3 4 5 7 3 9	Hearing Examiner Community Development-Permitting Community Development-Planning Facilities-Staff & Miscellaneous Facilities Bldg Mtc-Supplies & Maint Parks Park's Museum Park's Gym	71,195 5,000 174,681 146,643 47,876 73,200 51,206 7,551	76,867 5,000 302,145 173,463 51,572 73,021 55,031 7,826 8,506	0 127,464 26,820 3,696 (179) 3,825 275 (2,810)	0.0% 73.0% 18.3% 7.7% -0.2% 7.5% 3.6%		302,145 173,463 51,572 73,021 55,031 7,826 8,506	7 0,000
9 0 1 2 3 4 5 5 7 3 9 0	Hearing Examiner Community Development-Permitting Community Development-Planning Facilities-Staff & Miscellaneous Facilities Bldg Mtc-Supplies & Maint Parks Park's Museum Park's Gym Community Center Supplement	71,195 5,000 174,681 146,643 47,876 73,200 51,206 7,551 11,316	76,867 5,000 302,145 173,463 51,572 73,021 55,031 7,826 8,506 10,000	0 127,464 26,820 3,696 (179) 3,825 275 (2,810) 10,000	0.0% 73.0% 18.3% 7.7% -0.2% 7.5% 3.6% -24.8%		302,145 173,463 51,572 73,021 55,031 7,826 8,506 10,000	70,00
9 0 1 2 3 4 5 5 7 3 9 0 1	Hearing Examiner Community Development-Permitting Community Development-Planning Facilities-Staff & Miscellaneous Facilities Bldg Mtc-Supplies & Maint Parks Park's Museum Park's Gym Community Center Supplement Cemetery	71,195 5,000 174,681 146,643 47,876 73,200 51,206 7,551 11,316 18,598 32,353 <b>1,751,355</b>	76,867 5,000 302,145 173,463 51,572 73,021 55,031 7,826 8,506 10,000 18,951	0 127,464 26,820 3,696 (179) 3,825 275 (2,810) 10,000 353	0.0% 73.0% 18.3% 7.7% -0.2% 7.5% 3.6% -24.8%		302,145 173,463 51,572 73,021 55,031 7,826 8,506 10,000 18,951	70,667
9 0 1 2 3 4 5 6 7 3 9 0 1 2	Hearing Examiner Community Development-Permitting Community Development-Planning Facilities-Staff & Miscellaneous Facilities Bldg Mtc-Supplies & Maint Parks Park's Museum Park's Gym Community Center Supplement Cemetery Central Svcs -Paper, Post, Printing, Checks	71,195 5,000 174,681 146,643 47,876 73,200 51,206 7,551 11,316	76,867 5,000 302,145 173,463 51,572 73,021 55,031 7,826 8,506 10,000 18,951 13,646	0 127,464 26,820 3,696 (179) 3,825 275 (2,810) 10,000 353 (18,707)	0.0% 73.0% 18.3% 7.7% -0.2% 7.5% 3.6% -24.8%  1.9% -57.8% 17.3% 13.3%	2,755,142	302,145 173,463 51,572 73,021 55,031 7,826 8,506 10,000 18,951	829,475
9012345678901234	Hearing Examiner Community Development-Permitting Community Development-Planning Facilities-Staff & Miscellaneous Facilities Bldg Mtc-Supplies & Maint Parks Park's Museum Park's Gym Community Center Supplement Cemetery Central Svcs -Paper, Post, Printing, Checks Subtotal Gen Govt Expenditures	71,195 5,000 174,681 146,643 47,876 73,200 51,206 7,551 11,316 18,598 32,353 <b>1,751,355</b>	76,867 5,000 302,145 173,463 51,572 73,021 55,031 7,826 8,506 10,000 18,951 13,646 <b>2,053,938</b>	0 127,464 26,820 3,696 (179) 3,825 275 (2,810) 10,000 353 (18,707)	0.0% 73.0% 18.3% 7.7% -0.2% 7.5% 3.6% -24.8%  1.9% -57.8%  17.3%	2,755,142 1,891	302,145 173,463 51,572 73,021 55,031 7,826 8,506 10,000 18,951 13,646	

# **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

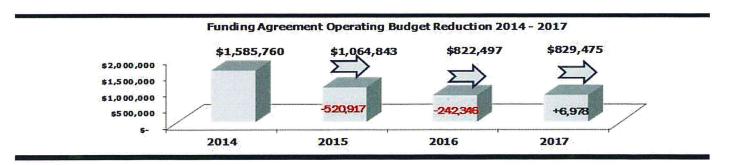


## 2017 General Fund Preliminary Budget - Expenditures

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 (7,000)
6 Recycle/Air Qual/Ment Health/Anim Contrl 7 Emergency Management	32,166	13,437 402	32,166	24,366 5,100	(7,800) 100
7 Emergency Management 8 Total Public Safety	5,000 <b>2,493,032</b>	1,500,044	2,000 <b>2,411,216</b>	2,755,142	262,110
	2,433,032	1,500,044	2,411,210	2,733,142	202,110
9 Community Development	204 600	06.160	174.601	202.145	100 457
10 Com Development/Permitting	201,688	96,169	174,681	302,145	100,457
11   Com Development/Planning 12   Com Development-Hearing Examiner	119,636 5,000	64,226 615	106,643 2,000	173,463 5,000	53,827 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
	303,013	200,2.0			,
15 Parks Maint., Cemetery, Comm. Svcs	120.042	06.404	117.000	140.025	002
16 Buildings & Grounds Maintenance	139,943	86,491	117,066	140,825	882
17 Parks Maintenance	51,206	30,284	51,200 16,740	55,131 18,951	3,925 353
<ul><li>18 Cemetery Maintenance</li><li>19 Community Center Supplement</li></ul>	18,598	10,292	10,740	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)
	20,022		23,323		UNIC SALESTINES (
26 Support Services	227.500	420 222	207.500	100 120	(27.160)
27 City Clerk/Human Resources	227,588	129,332	207,500	190,428	(37,160)
<ul><li>28 Finance</li><li>29 Central Services</li></ul>	181,014 32,353	133,340 7,802	195,000 9,000	212,773 13,646	31,759 (18,707)
30 Total Support Services	440,955	270,474	411,500	416,847	(24,108)
	1.10,555	270,171		120,017	(1.,100)
31 Legal Services	20,000	20.424	50,000	60,000	20,000
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
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	(10,000)
38 SEPA (State Environmental Policy Act)	10,000	102 477	420,000	120 000	(10,000)
39 Developer MDRT Consultants	438,000	192,477	438,000	438,000	er en bevillen en ondele
40 Total General Fund Expenditures	4,692,387	2,707,635	4,529,104	<b>5,247,080</b> 851,291	554,693
<ul><li>41 Ending Cash and Investments</li><li>42 Ending Cash and Investments Dev</li></ul>	734,115 160,000	1,211,222 160,000	1,166,553 160,000	160,000	117,176 -
Total General Fund Uses	5,586,502	4,078,857	5,855,657	6,258,371	671,869

# **Funding Agreement**

	MDRT Master Development	2017 Funded	2014 Audited	2015	2016	2017
	Review Team	FTE	Budget	Budget	Budget	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		1
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		1
21	Information Svs-Contracted		92,176	12,985		
22	Finance Director		123,725	31,661		
23	Deputy Finance Director		111,990	29,064		
	Permit Center Supervisor 2014 Budget		103,041			
	· · · · · · · · · · · · · · · · · · ·		(94,977)			
	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	Budget	Chg	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.

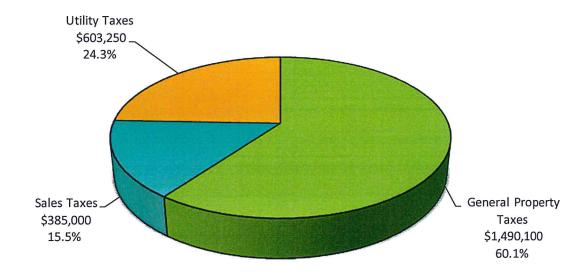
	Top Twenty General Fund Revenue Sources	Budget 2017
1	General Property Taxes	1,490,100
2	Sales Taxes	385,000
3	Electrical Utility Tax	235,000
4	Municipal Court Fines and Fees	193,275
5	Plan Check and Land Use Fees	191,300
6	<b>Building Permits</b>	189,650
7	Local Criminal Justice Tax	116,532
8	Sales 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	311,9 <mark>2</mark> 6	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%

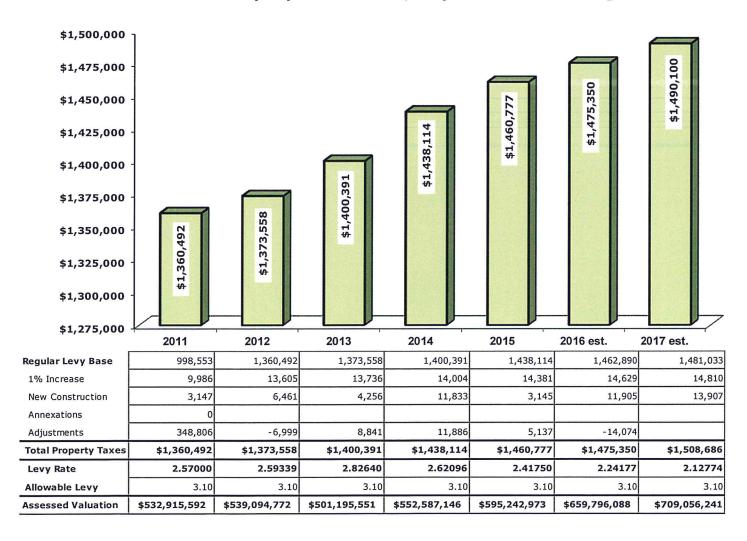
2017 General Fund Tax Revenue \$2,478,350



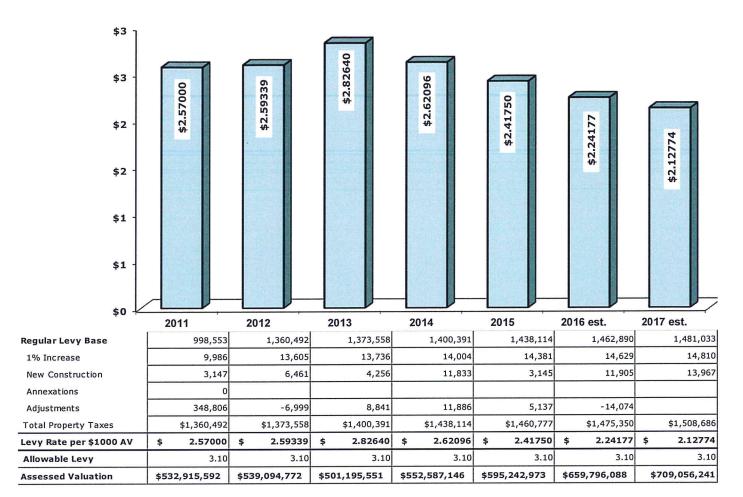
**Property taxes** make up 60.1% of the General Fund's tax revenue and estimated to generate \$1,490,100 in revenue for the City in 2017. All revenues from property taxes go directly to the General Fund to support public safety for police, fire protection and emergency services. The City of Black Diamond depends heavily on property tax collections, as the City has a small commercial base to generate sales tax revenue.

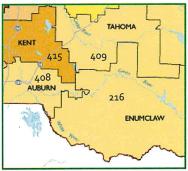
In Washington cities such as Black Diamond, property tax increases are limited to a 1% total dollar annual increase per year unless voters approve a lid-lift or larger percent increases. King County sets assessed valuation on property and calculates levy rates. Each taxing authority receives a portion 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



### **DRAFT Property Tax Levy Rates and 2017 Preliminary Budget**

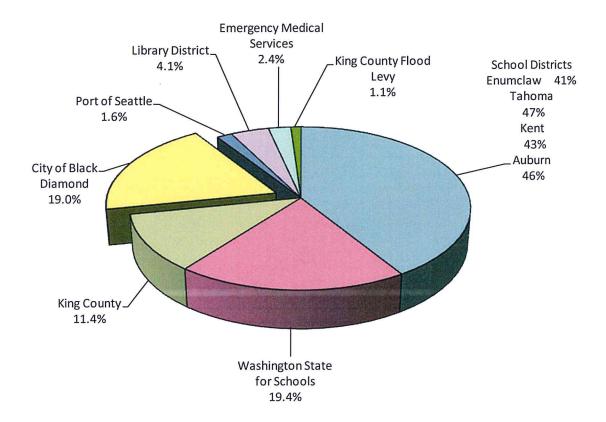




**Black Diamond School Districts** 

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	2016 Annual Tax on a \$350,000 Home	Monthly Tax on a \$350,000 Home
		Collected		
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:

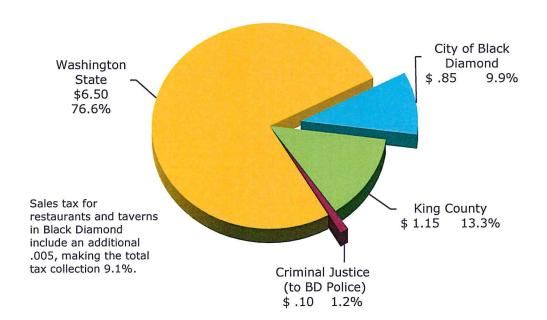
- Food
- Prescription Drugs
- Sales to Nonresidents
- Federal Government Sales
- Sales to Indians or Indian Tribes

r bestrand	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					

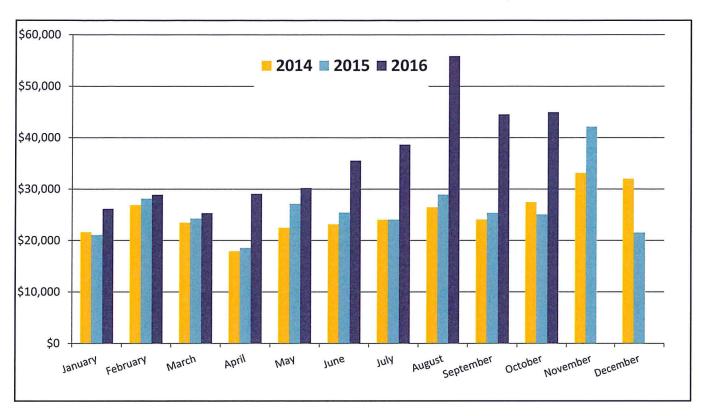
# City of Black Diamond 2016 Sales Taxes

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

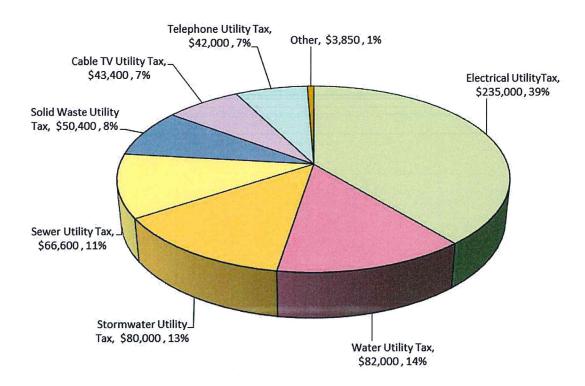


Criminal Justice taxes are an additional local sales/use tax of 0.1 percent to be used for criminal justice programs. This tax is levied by the county and is imposed countywide, but the receipts are shared with King County cities, based on population. Of the revenues collected for criminal justice, 1 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 <mark>%</mark>
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	5 <mark>0</mark> ,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.

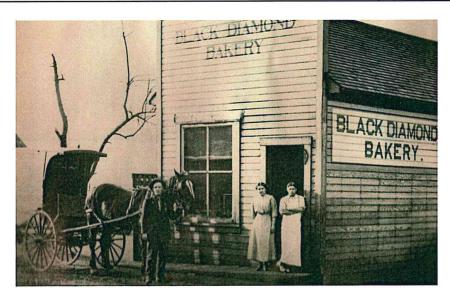
	Police Department Revenue	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt \$ Chg inc/(dec)	Bdgt % Chg inc/(dec)
1	Criminal Justice Distribution	104,811	112,697	110,600	116,100	116,532	5,932	5.4%
2	Police Traffic School Fee	13,018	23,672	15,000	85,000	95,000	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%

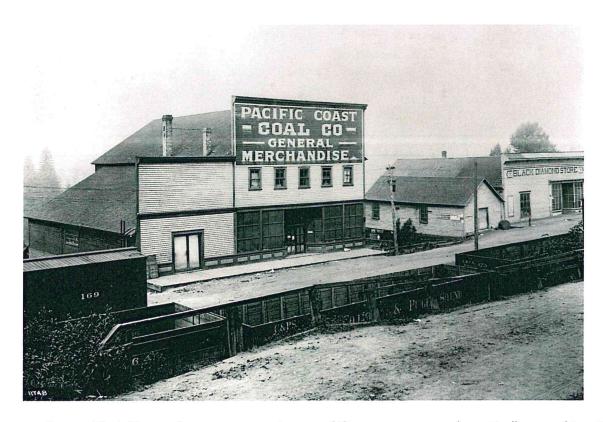
Funding Agreement revenue includes the General Fund portion of the Funding Agreement of ongoing costs in 2017.

	Funding Agreement Revenue	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	Prelim	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 HIII	-	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%

#### **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 & Benefit:	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	Dda+ CCha	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%
<b>Total Department</b>	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 2<sup>nd</sup> and 4<sup>th</sup> 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 22<sup>nd</sup> 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

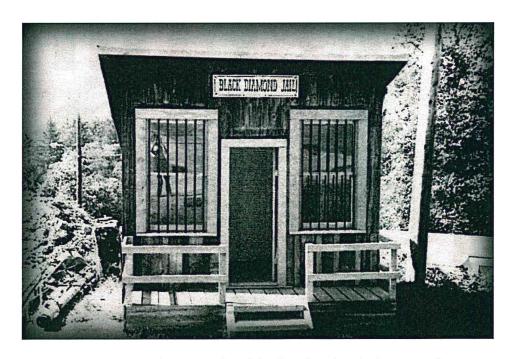
#### **Communications**

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. 1<sup>st</sup>, 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%



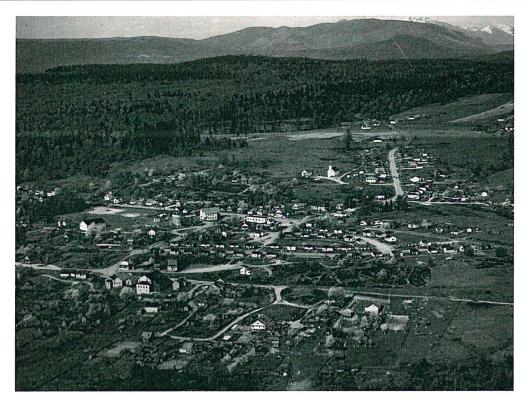
The Franklin Hotel burned down in 1919

**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

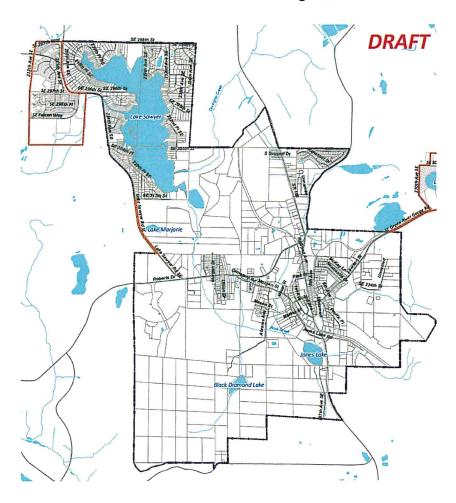
### **Community Development - Expenditures**

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%
	2014			2016	2017		Bdgt %
MDRT Consultants	Actual	2015	2016	Estimated	Prelim	Bdgt \$ Chg	Chg
	Audited	Actual	Budget	Year End	Budget	inc/(dec)	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	-	
	2014			2016	2017		Bdgt %
Funding Agreement SEPA	Actual	2015	2016	Estimated	Prelim	Bdgt \$ Chg	Chg
	Audited	Actual	Budget	Year End	Budget	inc/(dec)	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.

	2014			2016	2017		Bdgt %
Facility Department 181	Actual	2015	2016	Estimated	Prelim	Bdgt \$ Chg	Chg
	Audited	Actual	Budget	Year End	Budget	inc/(dec)	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.

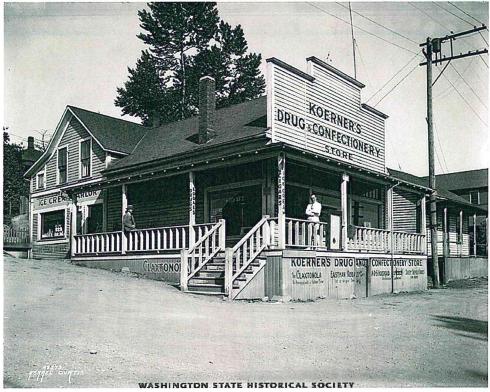
Gen Fund Totals & Ending Balances	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Prelim Budget	Bdgt \$ Chg	Bdgt % Chg inc/(dec)
Total GF Operating Exp	4,633,040	4,260,441	4,682,387	4,552,304	5,247,081	564,694	12.1%
End Cash & Invest Gen Govt	842,526	1,045,376	734,115	1,178,353	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%

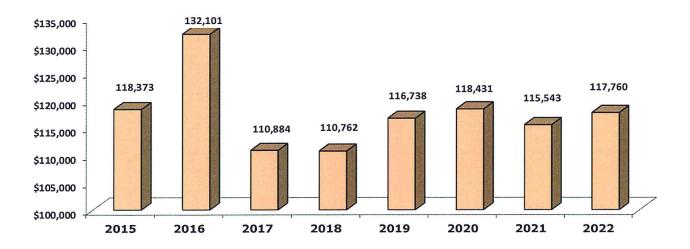
	Expenditures - Street Fund 101	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget \$ Change	Budget % Change
11	Wages and Benefits	112,700	124,269	102,040	114,419	119,676	17,636	17.3%
12	Supplies	4,939	5,493	10,347	2,500	12,155	2,459	23.8%
13	Services and Charges	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	<b>Total Fire Impact Fee Sources</b>	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	2015	2016	2016 Estimate	2017 Prelim	Budget \$	Budget %
	Deficite District Fees 100	Audited	Actual	Budget	Year End	Budget	Change	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	. <del>-</del> 0	.=.	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		1000		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**

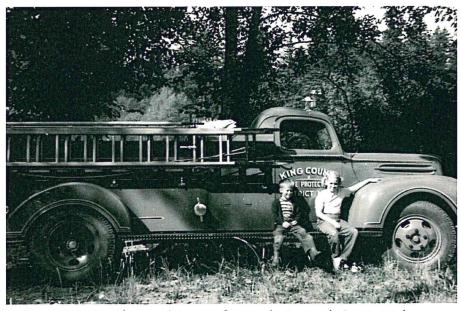
Equipment Replacement Funds include Fire, Public Works and Police equipment replacements. Some examples of equipment are police and fire vehicles, and equipment for parks, street and utility operations.

### **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			- 1		
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	<b>Total Fire Equipment Replace Sources</b>	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	2014 Actual	2015	2016	2016 Estimate	2017 Prelim	Budget \$	Budget %
107.0	Works	Audited	Actual	Budget	Year End	Budget	Change	Change
11	Mowers - CIP Sewer 6	10,537	6,151	6,000	6,000	15,000	9,000	150.0%
12	•					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.



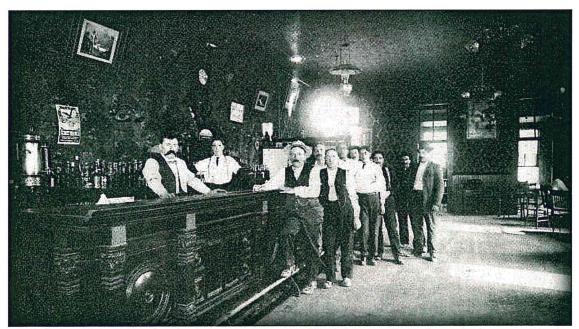
Lake Sawyer log dump, 1928. Courtesy of University of Washington Libraries, Special Collections, C. Kinsey

### **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	2014 Actual	2015	2016	2016 Estimate	2017 Prelim	Budget \$	Budget %

	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	<b>Total Police Equip Replace Uses</b>	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.

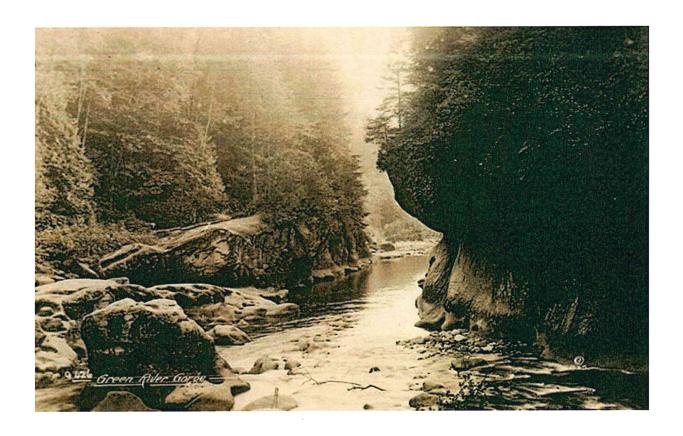


Joe Krause stands behind his ornate bar in the turn-of-century Black Diamond. He kept the kegs cool in the stream, and older boys learned to build a dam upstream until a small pond formed. They would then break the dam and the kegs were set loose for the boys to find and partake of later!

# **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.

1	Revenue - Water Fund 401  Total Beginning Cash and Investments	2014 Actual Audited 125,340	2015 Actual 160,302	2016 Budget 161,635	2016 Estimate Year End 222,708	Prelim Budget 2017 301,679	Budget \$ Change 140,044	Budget % Change 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	<b>Total Water Fund Sources</b>	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	<b>Subtotal Operating Expenditures</b>	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	<b>Total Ending Cash and Investments</b>	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**

									2017				
Issue	Issue		ſ	Maturity	12/31/2016	2017	2017	2017	Water	Water	Total	Developer	Total Debt
Date	Amount	Туре	Purpose	Date	debt owed	Principal	Interest	Debt Svs	Operating	Capt Res	Water	Reimb	Service
													44844
2006	180,000	PWTF	Cor Contrl	2022	67,250	11,250	338	11,588	11,588		11,588	0	11644
2005	3,407,063		Tac 500mg	2024	1,572,184	197,070	8,274	205,344	205,344		205,344		205,344
	256,064 1,784,693	PWTF	Tac city 1st Pump Fac, Res & lines	2024 2024	791,724	98,419	3,546	101,965				101,965	101,965
	5,447,820				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 ne	t Water fund	2016 D	ebt Service						\$216,932	\$0	\$216,932	101,965	318,953

Less Developer Responsibility Palmer

\$791,724

**Net City Liability** 

1,639,434



Skaters on Lake 14, circa 1915

<sup>\*</sup>Black Diamond holds a letter of credit from Palmer Coking for their balance owing of \$791,724 of PWTF Loan. included 2016 Est Interest.

City of Black Diamond, WA								
Water Utility Operating Fund	Six Year F	orecast						
	2015	2016	2017	2018	2019	2020	2021	2022
	Actual	Est Act	Budget	Budget	Budget	Budget	Budget	Budget
	01/15							
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
Operating Revenue	716,258	685,000	685,000	698,700	712,674	712,674	726,927	726,927
4 Misc. Revenue	36,304	38,200	49,200	50,184	51,188	52,211	53,256	54,321
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					
Water Operating Revenue Sources	871,061	831,620	832,200	845,807	859,816	859,880	875,178	876,243
Water Fund Expenditures								
O Salaries & Benefits	205,865	217,400	247,675	252,629	257,681	262,835	268,091	273,453
1 Allocation to Capt Projects	(22,769)	(31,000)	(28,500)	(29,070)	(29,651)	(30,244)	(30,849)	(31,466)
2 Caustic	11,181	13,000	10,000	10,200	10,404	10,612	10,824	11,041
3 Supplies	13,146	17,954	18,630	19,003	19,383	19,383	19,770	19,770
4 Electricity & Utilities	35,789	31,575	36,675	38,509	40,434	42,456	44,579	46,808
5 Insurance	27,940	26,056	26,151	27,459	28,831	28,831	30,273	30,273
6 Repairs & Maintenance	17,426	25,394	25,902	26,420	27,080	27,757	28,451	29,163
7 Services & Charges	50,176	46,340	65,806	67,122	68,465	69,834	71,231	72,655
8 B&O & Utility Tax	81,610	75,500	79,400	80,988	82,608	84,260	85,945	87,664
Transfers to Cap Equip/Comp Plan	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Sub Total Operating Uses	430,363	432,219	491,739	503,258	515,235	525,724	538,315	549,361
1 PWTF Debt Svs	331,832	320,429	318,897	317,362	315,828	314,294	312,761	312,761
2 Water Meters- Sewer Loan	46,460							
Future Debt Service or Capital Projects				30,000	30,000	35,000	40,000	50,000
Subtotal Debt Service	378,292	320,429	318,897	347,362	345,828	349,294	352,761	362,761
Total Water Fund Uses	808,656	752,648	810,636	850,620	861,063	875,018	891,076	912,122
Ending Cash & Investment Balance	222,707	301,679	323,244	318,430	317,183	302,046	286,148	250,269
Change in Cash & Investments	62,405	78,972	21,564	(4,813)	(1,247)	(15,137)	(15,898)	(35,878)

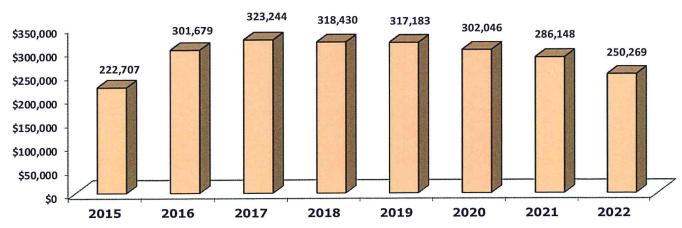
Cash & Investment Balance needs to cover three months of operating expenditures per city resolutions No. #08-850 & 13-866.

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.

#### **Projected Water Fund - Ending Fund Balance**



# **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.

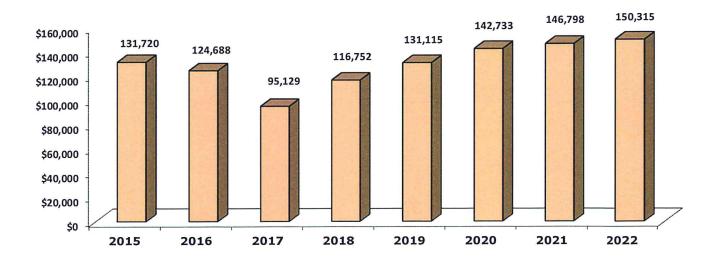
	Revenue - Sewer Fund 407	2014 Actual Audited	2015 Actual	2016 Budget	2016 Estimate Year End	2017 Prelim Budget	Budget \$ Change	Budget % Change
1	Beginning Cash and Investments	126,682	141,294	117,641	131,720	124,688	7,047	6.0%
3	Sewer User Charges	708,966	756,155	742,000	777,000	815,000	73,000	9.8%
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	2015	2016	2016 Estimate	2017 Prelim	Budget \$	Budget %
		Audited	Actual	Budget	Year End	Budget	Change	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	<b>Subtotal Operating Expenditures</b>	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	<b>a</b> ,	0.0%
18	Subtotal Other Expenditures	15,000	10,000	10,000	10,000	10,000	Œ'	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, Washir	ngton								
	Sewer Utility Operating Fund	Six Year F	orecast							
		2015	2016	2017	2018	2019	2020	2021	2022	
		Actual	Est Act	Budget	Budget	Budget	Budget	Budget	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	y Fund Six	Year For	ecast							
						\$2.00 Rate i	ncrease 201	.8			
	<b>公共,在19</b> 15年,1917年,1917年	2014	2015	2016	2017	2018	2019	2020	2021	2022	
	<b>阿拉拉斯</b>	Actual	Actual	Est Act	Budget	Budget	Budget	Budget	Budget	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	r
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	

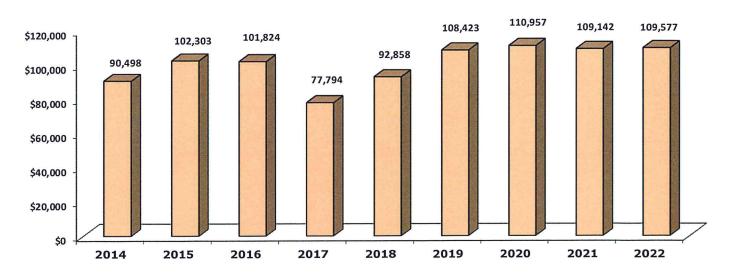
Cash & Investment Balance needs to cover three months of operating expenditures per city resolutions No. #08-850 & 13-866.

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	<b>Total General Govt Capital Sources</b>	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, <mark>3</mark> 74	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				5	
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%

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		9	
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					<u></u>	
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%

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	<b>Total Water Capital Fund Sources</b>	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%

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%

10 Replace Covington Creek Culverts - CIP D211 Lawson Hills Strm Pnd Sediment Removal D1

12 Shared Facility Upgrades - S1 Portion

15 Subtotal Stormwater Capital Revenue

13 Stormwater Pond Design and Misc

16 Ending Cash and Investments

17 Total Stormwater Capital Uses

14 King County Culvert

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%

59,714

105,130

59,189

164,319

442

50,000

50,000

34,446

34,446

25,554

60,000

22,000

10,000

10,000

92,000

36,189

128,189

3,000

30,000

33,000

56,189

89,189

22,000

10,000

10,000

42,000

36,189

78,189

84.0%

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 1<sup>st</sup> and ending December 31<sup>st</sup>. 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. <u>Balance–Budgets</u>: Recognize the long-term impacts of today's decisions, setting the stage for balanced budgets in successive years by avoiding temporary solutions.
- 2. <u>Reduce Conflict During Budgeting</u>: 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. <u>Manage Growth</u>: 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. <u>Stabilize Rates</u>: Identify potential peaks and valleys in future revenues and expenses, allowing the City to take countervailing action ahead of time.
- 5. <u>Provide Planned Services</u>: 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.

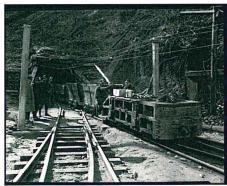
**Annual Report**-Will be completed by May 30<sup>th</sup> and is distributed to the City Council, departments and the State Auditor's Office.

**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.



Property of Huseum of History & Industry, Seattl

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

#### **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 2<sup>nd</sup> 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

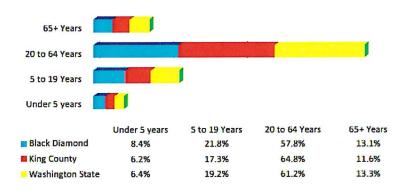
This museum in the old Railroad Depot has exhibits of 19th century machinery, coal mining, a jail and much more.

Open on Thursdays and Saturdays - Call for hours - Free Admission

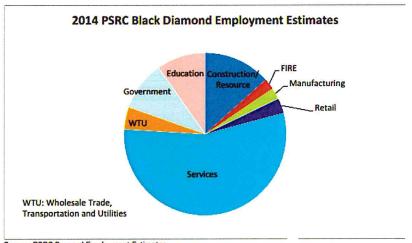
#### Major Businesses:

Anesthesia Supply Company Enumclaw School District City of Black Diamond Palmer Coking Coal Co.

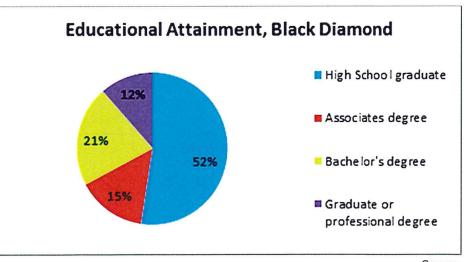
#### 2014 Age Group Comparison



Source: US Census, ACS, 5-Year Estimates



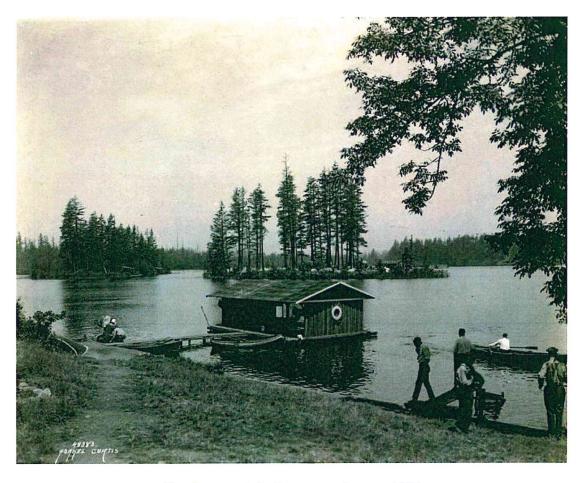
Source: PSRC Covered Employment Estimates



Source:

City-Data.com

Year	Sales Taxes		Assessed Valuation	New Construction	Final Assessed Valuation	Levy Rate
2000	178,553	2000	294,620,050	8,162,011	302,782,061	2.206
2001	171,913	2001	322,721,666	11,613,750	334,335,416	2.196
2002	•	2002	353,992,917	4,667,520	358,660,437	2.097
2003	178,703	2003	356,571,798	2,394,661	358,966,459	1.981
2004		2004	401,497,572	1,943,946	403,441,518	1.904
2005	227,760	2005	427,240,702	4,372,118	431,612,820	2.032
2006	289,613	2006	446,214,893	3,578,995	449,793,888	2.003
2007	305,497	2007	497,642,229	2,397,737	500,039,966	1.839
2008		2008	560,299,568	7,314,478	567,614,046	1.651
2009		2009	626,088,991	10,806,265	636,895,256	1.521
	249,526	2010	552,382,312	2,739,869	555,122,181	1.777
2010	265,177	2011	529,857,064	3,058,528	532,915,592	2.570
2011	297,333	2012	536,580,666	2,514,106	539,094,772	2.593
2012	262,974	2013	499,553,614	1,641,937	501,195,551	2.830
2013	290,795	2014	548,399,243	4,187,903	552,587,146	2.620
2014	302,927	2015	593,190,272	2,052,701	595,242,973	2.425
2015	311,929	2016	660,150,221	4,916,109	659,796,088	2.242
2016	350,000 est					



The Grove at Lake Sawyer – a Resort - 1925



# **CITY OF BLACK DIAMOND**

# 2016 Calendar for 2017 Budget

1	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 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 1 <sup>st</sup> 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

#### **ORDINANCE NO. 16-1082**

# A 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 17<sup>th</sup> and December 1<sup>st</sup>; and work studies on September 29<sup>th</sup>, October 13<sup>th</sup>, October 18<sup>th</sup>, October 27<sup>th</sup> and November 10<sup>th</sup>; 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, 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. Changes that are required by collective bargaining shall be subject to approval by the City Council as a Supplemental Budget Ordinance.
- **Section 3.** Estimated resources and full time employee equivalents (FTEs) for each separate fund, aggregate expenditures, and ending fund balances for all such funds, are set forth in summary form below, and are hereby appropriated for expenditure at the fund level with the exception of the general fund which is appropriated at the department level per Exhibit A. The total estimated revenue from all sources, and expenditures and by fund as set forth in the 2017 budget document adopted by reference, are as follows:

- **Section 4.** The line items shown in Exhibit B shall not be transferred or exceeded without approval of the City Council.
- **Section 5.** A contingency fund is created to provide resources for unanticipated legal services, liabilities, and emergencies. No funds may be expended or otherwise encumbered from this fund without Council approval.

The fund shall be initially funded and maintained at the full limit authorized under RCW 35A.33.145 which at this time is \$266,112. The ending fund balance shall be reduced to initially fund this contingency fund.

- **Section 6.** All increases in FTE levels shall be subject to approval of the City Council.
- Section 7. Any funds appropriated for designated FTEs or wages and benefits shall not be appropriated to other FTEs, contracted out, or expended for any other purpose except as part of a Supplemental Budget Ordinance. This includes existing consultant contracts and applies to all Departments, Funds and the MDRT. The Mayor shall immediately notify all consultants that funding may no longer be available and submit for Council approval any contracts that the Mayor may wish to continue. All other contracts, or contracts that the Council does not approve, shall be terminated and the funds restored to the applicable FTE and wages and benefits line items.
- Section 8. 2017 ending fund balances for all funds shall not to be reduced except by approval of the City Council.
- **Section 9.** Any additional Revenues that exceed projected levels shall be placed in Unanticipated Revenue Funds applicable to the Revenue source. These funds shall not be expended or otherwise encumbered until appropriated by the City Council.
- **Section 10.** As authorized by RCW 35A.33.140, the Clerk shall submit quarterly reports to the City Council showing the expenditures and liabilities against each separate budget appropriation incurred during the preceding reporting period and like information for the whole of the current fiscal year to the first day of the current reporting period together with the unexpended balance of each appropriation. The report shall also show the receipts from all sources.

- **Section 11.** Notwithstanding any provision in BDMC 2.90, no funds in this budget, including the MDRT, may be expended or otherwise encumbered by contract without approval of the City Council.
- Section 12. Of the appropriation for the Finance Department, \$106,000 shall not be expended or encumbered until the Mayor has provided documentation that will allow the Council to verify that all three conditions of BDMC 3.23.030 have been met. Further, these funds shall not be expended or encumbered until the Mayor has submitted and the Council has approved contracting, hiring, purchasing and disbursing policies that implement effective internal controls.
- **Section 13.** Of the appropriation for Legal Services, \$100,000 shall not be expended or encumbered until the City Council has approved a contract or contracts for legal services.
- Section 14. Of the appropriation for Community Development, \$240,000 shall not be expended or encumbered until the Mayor has appointed and the City Council has confirmed a Community Development and Environmental Review Officer in accordance with the provisions of RCW 35A. 12.020. This appointed officer shall be the designated SEPA Responsible Official and shall have management authority over the Community Development Department and the MDRT. This position shall report directly to the Mayor or the City Administrator.
- **Section 15.** Of the appropriation for the City Administrator, no funds shall be expended or otherwise encumbered until the Mayor has appointed and the Council has confirmed an appointed City Administrator. The funding level is based on this position being filled for the second half of the year.
- Section 16. Of each of the appropriations for the City Clerk, Finance, Police Department, Fire Department, MDRT, Community Development, and Street Fund 101, Water Operating Fund 401, and Sewer Operating Fund 407, \$50,000 shall not be expended or encumbered until the Mayor has submitted and the Council has approved a policy regarding staff support for the City Council's legislative work.
- **Section 17.** Of the appropriation for the Master Development Review Team, \$100,000 shall not be expended or encumbered until the Mayor has provided documentation that the Annual Review items "a" through "h" and the Fiscal Analysis have been accomplished.

**Section 18**. Of the appropriation for Stormwater fund 410, \$90,000 of line item 10 shall not be expended or encumbered until the Mayor has submitted for Council approval a code revision ordinance to fully implement AKART, the most current stormwater management manual and regulations, and Low Impact Development standards.

**Section 19.** All expenditures to implement or construct the following Capital Projects shall be subject to final design approval and/or contract approval by the City Council:

CIP G4

CIP P7

CIP G1

CIP G5

CIP L1

CIP T2

CIP T6

CIP T13

CIP T1

CIP W2

CIP S2

CIP S1

CIP S3

CIP D3

CIP D2

CIP D1

Section 20. The 2017 Budget Document on file with the Clerk is hereby amended to include the changes listed in the attached Exhibit C. The Clerk is authorized to work with the Finance Director to revise totals to reflect these changes.

**Section 21.** This Ordinance shall include the 2017 Salary Schedule as shown in the attachment as Exhibit A.

Section 22. 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 1 day of December, 2	2016.
PASSED BY THE CITY COUNCIL WASHINGTON, AT A SPECIAL M of, 2016.	OF THE CITY OF BLACK DIAMOND EETING THEREOF, THEday
	CITY OF BLACK DIAMOND
	VETOED
	Carol Benson, Mayor
Attest:	
Brenda L. Martinez, City Clerk	

# 2017 Adopted Budget

# Exhibit A

		Revenue	Expenditure	Ending Fund Balance	FTE
n —	GENERAL FUND	6,258,371	5,253,080	724,179	
	General Fund Contingency Fund			266,112	
23	Legislative-Council	The state of the s	21,814		
24	Executive-Mayor		14,877		
	City Administrator (for second half)		97,420		
25	City Clerk/Human Resources		190,428		2.00
26	Finance*		212,773		3.00
27	Information Services		41,910		
28	Legal Service		110,000		
29	Legal-Pros Atty & Pub Defender		61,250		
30	Municipal Court		232,041		2.00
31	Police Department		1,897,480		10.63
32	Fire Department		534,905		
33	Recycle/Air Qual/Mntl Hlth/Anim Cont		24,366		
34	Master Dev Review Team		524,688		3.25
48	MDRT Consultants		388,000		
35	MDRT-FF&E costs	·	76,867		
	Developer SEPA		50,000		
36	Hearing Examiner		5,000		
37	Community Development		540,608		2.60
38	Facilities and Grounds Department		51,572		1.00
39	Facilities Bldg Mtc-Lease & Maintenance		73,021		
40	Emergency Management		5,100		
41	Parks		55,131		
42	Parks Museum		7,826		
43	Parks Gym		8,406		Mary transport of the Marketon
44	Community Center Supplement		10,000		
45	Cemetery		18,951		
46	Central Svcs -Paper, Post, Printing, Cks		13,646		
	101 Street Fund	349,094	238,210	110,884	1.0

107 Fire Impact Fees Fund		255,490	255,490		
108 Trans. Benefit District Fur	nd	109,331	100,000	9,331	
109 Traffic Mitigation Fees Fund		74,655	74,655		
401 Water Operating		1,133,879	810,635	323,244	2.0
402 Water Supply and Facility Fu	nd	535,000	465,000	70,000	
404 Water Capital Fund		302,647	136,000	166,647	
407 Sewer Operating Fund		1,032,588	937,459	95,129	1.33
408 Sewer Capital Fund		733,374	448,000	285,374	
410 Stormwater Operating Fund		491,624	413,830	77,794	2.0
410 Stormwater Capital Fund		128,189	67,000	61,189	
310 General Government Capital	Fund	179,795	153,500	26,295	
And REET 1		266,458	131,000	135,458	
320 Streets and Public Works Cap	ital Fund	1,528,108	370,000	1,158,108	
And REET 2		266,111	135,226	130,885	
510 Internal Service Fund		460,558	229,237	231,321	
Total All Funds	1	4,105,272	10,233,322	3,871,950	

## 2017 Adopted Budget

### Exhibit B

The following Line Items for the listed Departments or Funds are firm and shall not be transferred or exceeded without Council approval:

Community Development All

MDRT All

Fund 100 Line 6

Fund 101 Lines 11, 19

Fund 200 Line 17

Fund 310 All

Fund 320 All

Fund 401 Lines 11, 13, 21

Fund 402 All

Fund 404 All

Fund 407 All

Fund 408 All

Fund 410 All

#### 2017 Adopted Budget

#### Exhibit C

The following amendments to the published budget on file with the Clerk's office are adopted.\*

\*The Clerk and Finance Director are authorized to incorporate these changes into the Budget Document and change totals as required.

Page 7, change Mayor to City Attorney to dotted line and Council to City Attorney as solid line.

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Despite the obstacles my Vice Chair Erika Morgan and I kept doing our jobs, and the biggest job is this budget.

Budgets are not rocket science. Common sense and a commitment to the needs of the people is all you need to write a good one.

Budgets are also not set in stone. Next year we will have many opportunities to amend this budget if it becomes necessary.

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## CITY OF BLACK DIAMOND

## Interoffice Memorandum

TO: BLACK DIAMOND CITY COUNCILMEMBERS

FROM: MAYOR CAROL BENSON Carol Benson

SUBJECT: VETO OF SUBSTITUTE BUDGET ORDINANCE (AB16-091)

DATE: 12/27/16

## Members of the City Council:

I have vetoed the attached Substitute 2017 Budget Ordinance (AB16-091) under authority provided by RCW 35A.12.100.

Pursuant to RCW 35A.12.130, I am "returning" this ordinance to you and providing the following written reasons for the veto:

- The substitute budget ordinance was not timely provided to the public, the Council as a whole, the Mayor, the City Attorney, or the Finance Department for review, public hearing, comment, and analysis. Because the proposed substitute budget was not revealed to the public, the administration, or the Council as a whole until December 15, 2016, it fails to meet the procedural requirements of Chapter 35A.33 RCW.
- The substitute budget ordinance was not prepared in an open and transparent manner.
- The substitute budget ordinance is not balanced, which is required by RCW 35A.33.075.
- The substitute budget ordinance subjects the City to substantial risk of litigation and liability.
- The substitute budget ordinance unlawfully infringes on the powers granted to the Mayor by state law.
- The substitute budget ordinance makes impossible or impractical the orderly administration of City business and the provision of essential City services.
- The substitute budget ordinance violates the single-subject and clear-title rule of RCW 35A.12.130.
- The substitute budget ordinance is improper for all the reasons stated in the 15 proposed amendments offered by Councilmembers Deady and Edelman during the Special Meeting on December 22, 2016.

The Council may reconsider this ordinance pursuant to RCW 35A12.130 at the Special Meeting scheduled for Tuesday, December 27, 2016. Alternatively, the Council may consider and adopt my original 2017 Budget (AB16-088A), which is balanced, compliant with state law, and does not suffer from the numerous legal and accounting deficiencies found in AB16-091.

#### **ORDINANCE NO. 16-**

# A 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 17<sup>th</sup> and December 1<sup>st</sup>; and work studies on September 29<sup>th</sup>, October 13<sup>th</sup>, October 18<sup>th</sup>, October 27<sup>th</sup> and November 10<sup>th</sup>; 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, 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. Changes that are required by collective bargaining shall be subject to approval by the City Council as a Supplemental Budget Ordinance.
- **Section 3.** Estimated resources and full time employee equivalents (FTEs) for each separate fund, aggregate expenditures, and ending fund balances for all such funds, are set forth in summary form below, and are hereby appropriated for expenditure at the fund level with the exception of the general fund which is appropriated at the department level per Exhibit A. The total estimated revenue from all sources, and expenditures and by fund as set forth in the 2017 budget document adopted by reference, are as follows:

- **Section 4.** The line items shown in Exhibit B shall not be transferred or exceeded without approval of the City Council.
- **Section 5.** A contingency fund is created to provide resources for unanticipated legal services, liabilities, and emergencies. No funds may be expended or otherwise encumbered from this fund without Council approval.

The fund shall be initially funded and maintained at the full limit authorized under RCW 35A.33.145 which at this time is \$266,112. The ending fund balance shall be reduced to initially fund this contingency fund.

- **Section 6.** All increases in FTE levels shall be subject to approval of the City Council.
- **Section 7.** Any funds appropriated for designated FTEs or wages and benefits shall not be appropriated to other FTEs, contracted out, or expended for any other purpose except as part of a Supplemental Budget Ordinance. This includes existing consultant contracts and applies to all Departments, Funds and the MDRT. The Mayor shall immediately notify all consultants that funding may no longer <u>be</u> available and submit for Council approval any contracts that the Mayor may wish to continue. All other contracts, or contracts that the Council does not approve, shall be terminated and the funds restored to the applicable FTE <u>and</u> wages and benefits line items.
- **Section 8. 2017** ending fund balances <u>for all funds</u> shall not to be reduced except by approval of the City Council.
- **Section 9.** Any additional Revenues that exceed projected levels shall be placed in Unanticipated Revenue Funds applicable to the Revenue source. These funds shall not be expended or otherwise encumbered until appropriated by the City Council.
- **Section 10.** As authorized by RCW 35A.33.140, the Clerk shall submit quarterly reports to the City Council showing the expenditures and liabilities against each separate budget appropriation incurred during the preceding reporting period and like information for the whole of the current fiscal year to the first day of the current reporting period together with the unexpended balance of each appropriation. The report shall also show the receipts from all sources.

- **Section 11.** Notwithstanding any provision in BDMC 2.90, no funds in this budget, including the MDRT, may be expended or otherwise encumbered by contract without approval of the City Council.
- Section 12. Of the appropriation for the Finance Department, \$106,000 shall not be expended or encumbered until the Mayor has provided documentation that will allow the Council to verify that all three conditions of BDMC 3.23.030 have been met. Further, these funds shall not be expended or encumbered until the Mayor has submitted and the Council has approved contracting, hiring, purchasing and disbursing policies that implement effective internal controls.
- **Section 13.** Of the appropriation for Legal Services, \$100,000 shall not be expended or encumbered until the City Council has approved a contract or contracts for legal services.
- Section 14. Of the appropriation for Community Development, \$240,000 shall not be expended or encumbered until the Mayor has appointed and the City Council has confirmed a Community Development and Environmental Review Officer in accordance with the provisions of RCW 35A. 12.020. This appointed officer shall be the designated SEPA Responsible Official and shall have management authority over the Community Development Department and the MDRT. This position shall report directly to the Mayor or the City Administrator.
- **Section 15.** Of the appropriation for the City Administrator, no funds shall be expended or otherwise encumbered until the Mayor has appointed and the Council has confirmed an appointed City Administrator. The funding level is based on this position being filled for the second half of the year.
- Section 16. Of each of the appropriations for the City Clerk, Finance, Police Department, Fire Department, MDRT, Community Development, and Street Fund 101, Water Operating Fund 401, and Sewer Operating Fund 407, \$50,000 shall not be expended or encumbered until the Mayor has submitted and the Council has approved a policy regarding staff support for the City Council's legislative work.
- **Section 17.** Of the appropriation for the Master Development Review Team, \$100,000 shall not be expended or encumbered until the Mayor has provided documentation that the Annual Review items "a" through "h" and the Fiscal Analysis have been accomplished.

**Section 18**. Of the appropriation for Stormwater fund 410, \$90,000 of line item 10 shall not be expended or encumbered until the Mayor has submitted for Council approval a code revision ordinance to fully implement AKART, the most current stormwater management manual and regulations, and Low Impact Development standards.

**Section 19.** All expenditures to implement or construct the following Capital Projects shall be subject to final design approval and/or contract approval by the City Council:

CIP G4

CIP P7

CIP G1

CIP G5

CIP L1

CIP T2

CIP T6

CIP T13

CIP T1

CIP W2

CIP S2

CIP S1

CIP S3

CIP D3

CIP D2

CIP D1

**Section 20**. The 2017 Budget Document on file with the Clerk is hereby amended to include the changes listed in the attached Exhibit C. The Clerk is authorized to work with the Finance Director to revise totals to reflect these changes.

**Section 21.** This Ordinance shall include the 2017 Salary Schedule as shown in the attachment as Exhibit A.

Section 22. 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 1° day of December	, 2016.
PASSED BY THE CITY COUNCIL WASHINGTON, AT A REGULAR of, 2016.	L OF THE CITY OF BLACK DIAMOND, MEETING THEREOF, THEday
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Attest:	Carol Benson, Mayor
Brenda L. Martinez, City Clerk	_

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## 2017 Adopted Budget

## Exhibit A

		Revenue	Expenditure	Ending Fund Balance	FTE
	GENERAL FUND	6,258,371	5,253,080	724,179	
	General Fund Contingency Fund			266,112	
23	Legislative-Council		21,814		
24	Executive-Mayor		14,877		
	City Administrator (for second half)		97,420		
25	City Clerk/Human Resources		190,428		2.00
26	Finance*		212,773		3.00
27	Information Services		41,910		
28	Legal Service		110,000		
29	Legal-Pros Atty & Pub Defender		61,250		
30	Municipal Court		232,041		2.00
31	Police Department		1,897,480		10.63
32	Fire Department		534,905		
33	Recycle/Air Qual/Mntl Hlth/Anim Cont		24,366		
34	Master Dev Review Team		524,688		3.25
48	MDRT Consultants		388,000		
35	MDRT-FF&E costs		76,867		
	Developer SEPA		50,000		
36	Hearing Examiner		5,000		
37	Community Development		540,608		2.60
38	Facilities and Grounds Department		51,572		1.00
39	Facilities Bldg Mtc-Lease & Maintenance		73,021		
40	Emergency Management		5,100		
41	Parks		55,131		
42	Parks Museum		7,826		
43	Parks Gym		8,406		
44	Community Center Supplement		10,000		
45	Cemetery		18,951		
46	Central Svcs -Paper, Post, Printing, Cks		13,646		
	101 Street Fund	349,094	238,210	110,884	1.0

107 Fire Impact Fees Fund	255,490	255,490		
108 Trans. Benefit District Fund	109,331	100,000	9,331	
109 Traffic Mitigation Fees Fund	74,655	74,655		
401 Water Operating	1,133,879	810,635	323,244	2.0
402 Water Supply and Facility Fund	535,000	465,000	70,000	
404 Water Capital Fund	302,647	136,000	166,647	
407 Sewer Operating Fund	1,032,588	937,459	95,129	1.33
408 Sewer Capital Fund	733,374	448,000	285,374	
410 Stormwater Operating Fund	491,624	413,830	77,794	2.0
410 Stormwater Capital Fund	128,189	67,000	61,189	
310 General Government Capital Fund	179,795	153,500	26,295	
And REET 1	266,458	131,000	135,458	
320 Streets and Public Works Capital Fund	1,528,108	370,000	1,158,108	
And REET 2	266,111	135,226	130,885	
510 Internal Service Fund	460,558	229,237	231,321	
Total All Funds	14,105,272	10,233,322	3,871,950	

## 2017 Adopted Budget

## Exhibit B

The following Line Items for the listed Departments or Funds are firm and shall not be transferred or exceeded without Council approval:

Community 1	Develor	oment	All
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MDRT All

Fund 100 Line 6

Fund 101 Lines 11, 19

Fund 200 Line 17

Fund 310 All

Fund 320 All

Fund 401 Lines 11, 13, 21

Fund 402 All

Fund 404 All

Fund 407 All

Fund 408 All

Fund 410 All

### 2017 Adopted Budget

#### Exhibit C

The following amendments to the published budget on file with the Clerk's office are adopted.\*

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