



**CITY OF BLACK DIAMOND**  
**November 1, 2018 Regular Business Meeting Agenda**  
25510 Lawson St., Black Diamond, Washington

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

**AGENDA REVIEW AND APPROVAL:**

**APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:**

**CONSENT AGENDA:**

- 1) Claim Checks** – November 1, 2018 – Check No. 46834 through 46878 in the amount of \$142,373.14
- 2) Minutes** – Work Session of October 11, 2018, Town Hall Meeting of October 11, 2018, Special Meeting of October 18, 2018 and Council Meeting of October 18, 2018

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

**PUBLIC HEARINGS:**

- 3) AB18-090** – Ordinance Regarding Metropolitan King County Sewer Pass-Through Rate Increase      Ms. Miller

**UNFINISHED BUSINESS:** None

**NEW BUSINESS:**

- 4) AB18-091** – Resolution No. 18-1276 Accepting and Approving Contract for Local Records Grant      Ms. Martinez
- 5) AB18-092** – Resolution No. 18-1277 Approving Yearly Addendum to Contract with Valley Communications for Dispatch Services      Chief Kiblinger
- 6) AB18-093** – Resolution No. 18-1278 Authorizing Professional Services Agreement with RH2 Engineering for Design of the Springs, Pump House, and Piping Reconstruction Project      Mr. Boettcher
- 7) AB18-094** – Resolution No. 18-1279 Authorizing a Professional Services Agreement with Parametrix Inc. for Design of Water Pipe Bridge Across the Green River and for Surveying      Mr. Boettcher

**DEPARTMENT REPORTS:**

**MAYOR'S REPORT:**

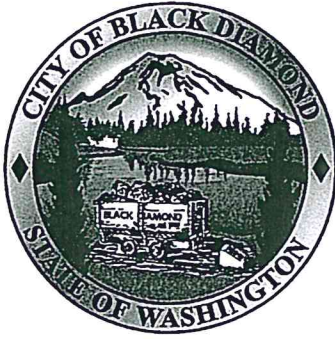
- Approval of 2019 Legislative Agenda

**COUNCIL REPORTS:**

- Councilmember Deady
- Councilmember Oglesbee
- Councilmember Edelman – Regional Affordable Housing Task Force
- Councilmember Stout
- Councilmember Wisnoski

**ATTORNEY REPORT:**  
**PUBLIC COMMENTS:**  
**EXECUTIVE SESSION:**  
**ADJOURNMENT:**





### CERTIFICATION

Date: November 1st, 2018 Council Meeting

Check No.'s/EFT	Batch Name	Check/EFT Date	Amount
46834 – 46835	October – Early 3 <sup>rd</sup> September Batch	10/18/2018 & 10/24/2018	\$ 1,159.43
46836 – 46876	October – 3 <sup>rd</sup> October Batch for 11/01 Council	11/02/2018	\$ 137,279.90
46877 – 46878	November – 1 <sup>st</sup> November Batch for 11/01 Council	11/02/2018	\$ 3,933.81
		TOTAL	\$ 142,373.14

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

Mayen Miller  
MAY MILLER, FINANCE DIRECTOR

\_\_\_\_\_  
CAROL BENSON, MAYOR

10-25-2018  
DATE

\_\_\_\_\_  
DATE

COUNCILMEMBERS

DATE

\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_

# Register

Fiscal: 2018

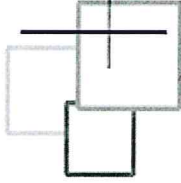
Deposit Period: 2018 - November, 2018 - October

Check Period: 2018 - November - 1st Nov Batch for 11/01 Council, 2018 - October - 3rd Oct Batch for 11/01 Council, 2018 - October - Early 3rd October Batch

Number	Name	Print Date	Amount
<b>Check</b>			
<u>46834</u>	Trademarc Associates	10/19/2018	\$1,000.00
<u>46835</u>	Intercom Language Services	10/24/2018	\$159.43
<u>46836</u>	Amazon Capital Services	11/2/2018	\$942.44
<u>46837</u>	Beatriz Jordan	11/2/2018	\$191.42
<u>46838</u>	BHC Consultants, LLC	11/2/2018	\$44,620.20
<u>46839</u>	Big Mountain Electric, Inc	11/2/2018	\$5,430.00
<u>46840</u>	Bill's Locksmith Service Inc.	11/2/2018	\$31.85
<u>46841</u>	CenturyLink (AZ)	11/2/2018	\$32.38
<u>46842</u>	CenturyLink (WA)	11/2/2018	\$918.81
<u>46843</u>	Christina Melby	11/2/2018	\$375.00
<u>46844</u>	City of Lake Forest Park	11/2/2018	\$300.00
<u>46845</u>	Clair Kintanar	11/2/2018	\$120.00
<u>46846</u>	Comcast (34744)	11/2/2018	\$228.32
<u>46847</u>	Dept. of L & I - Boiler Section	11/2/2018	\$46.60
<u>46848</u>	Ferguson Waterworks #3011	11/2/2018	\$3,529.01
<u>46849</u>	Ferrell's Fire Extinguisher Company, Inc.	11/2/2018	\$439.83
<u>46850</u>	Hach Company	11/2/2018	\$378.12
<u>46851</u>	Home Depot Credit Service	11/2/2018	\$176.62
<u>46852</u>	Honey Bucket/Northwest Cascade Inc.	11/2/2018	\$178.00
<u>46853</u>	Janie Edelman	11/2/2018	\$213.23
<u>46854</u>	Johnsons Home & Garden	11/2/2018	\$122.05
<u>46855</u>	King County Finance	11/2/2018	\$650.00
<u>46856</u>	Krista White Swain	11/2/2018	\$3,600.00
<u>46857</u>	Legend Data Systems, Inc.	11/2/2018	\$16.50
<u>46858</u>	Les Schwab Tire Ctr - MV	11/2/2018	\$86.24
<u>46859</u>	Northwest Parking Equipment Co.	11/2/2018	\$79.89
<u>46860</u>	Office Products Nationwide	11/2/2018	\$701.31
<u>46861</u>	Olympic Environmental Resources	11/2/2018	\$6,644.96
<u>46862</u>	Parametrix, Inc.	11/2/2018	\$11,677.09
<u>46863</u>	Puget Sound Energy	11/2/2018	\$6,428.79
<u>46864</u>	RH2 Engineering Inc.	11/2/2018	\$3,056.05
<u>46865</u>	Robert and/or Carolyn Bartsch	11/2/2018	\$100.95
<u>46866</u>	Safe Security	11/2/2018	\$54.98
<u>46867</u>	Seattle Daily Journal of Commerce	11/2/2018	\$112.00
<u>46868</u>	Seth Boettcher	11/2/2018	\$154.78
<u>46869</u>	SHI International Corp.	11/2/2018	\$534.66
<u>46870</u>	SkillPath Seminars	11/2/2018	\$34.64
<u>46871</u>	Summit Law Group	11/2/2018	\$362.00
<u>46872</u>	Tough Mudder, Inc.	11/2/2018	\$850.00

<u>46873</u>	Valley Communications Center	11/2/2018	\$12,086.28
<u>46874</u>	Varius Inc.	11/2/2018	\$30,812.90
<u>46875</u>	Voice of The Valley	11/2/2018	\$920.00
<u>46876</u>	Water Management Laboratories, Inc.	11/2/2018	\$42.00
<u>46877</u>	ADT Security Services (PA)	11/2/2018	\$191.05
<u>46878</u>	Sorci Family LLC	11/2/2018	\$3,742.76
	<b>Total</b>		<b>\$142,373.14</b>

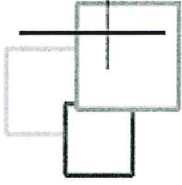
# Voucher Directory with Transaction Date



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
Intercom Language Services					
	46835		8/24/2018	2018 - October - Early 3rd October Batch	
		18-297			
		Aug 2018 Services			
		001-000-120-512-50-41-04		Court Interpreter	\$159.43
		Total 18-297			\$159.43
		Total 46835			\$159.43
Total Intercom Language Services					
Trademarc Associates					
	46834		10/18/2018	2018 - October - Early 3rd October Batch	
		101818 TA			
		Hydrant Meter Deposit Refund			
		401-000-000-343-60-00-00		Water Hydrant Rental	\$1,000.00
		Total 101818 TA			\$1,000.00
		Total 46834			\$1,000.00
Total Trademarc Associates					
Vendor Count 2					Grand Total
					\$1,159.43



# Voucher Directory with Transaction Date



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
<b>Amazon Capital Services</b>					
46836	1H9N-Y43Y-K4GM	Council Chambers	10/17/2018	2018 - October - 3rd Oct Batch for 11/01 Council	
		310-000-011-594-18-64-00		General Government Technology	\$136.18
		Cables for Council Audio Project			\$136.18
	Total 1H9N-Y43Y-K4GM				
46836	1MMC-3CYX-9NJT	CD	10/23/2018	2018 - October - 3rd Oct Batch for 11/01 Council	
		001-000-246-558-70-31-00		Office Supplies	\$70.01
		001-000-254-518-20-31-00		Facilities Operating Supplies	\$70.02
		Generator Parts			\$140.03
	Total 1MMC-3CYX-9NJT				
46836	1W7M-7NR6-GXH4	PW	10/14/2018	2018 - October - 3rd Oct Batch for 11/01 Council	
		510-000-200-594-48-64-12		PW-Technology	\$666.23
		iPad & Phone Case			\$666.23
	Total 1W7M-7NR6-GXH4				\$942.44
	Total Amazon Capital Services				\$942.44
<b>Beatriz Jordan</b>					
46837	1290		10/10/2018	2018 - October - 3rd Oct Batch for 11/01 Council	
		Oct 2018 Services			\$191.42
		001-000-120-512-50-41-04		Court Interpreter	\$191.42
	Total 1290				\$191.42
	Total 46837				\$191.42
	Total Beatriz Jordan				\$191.42

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
BHC Consultants, LLC					
	46838	0010303	10/12/2018	2018 - October - 3rd Oct Batch for 11/01 Council	
			08/25-09/28 Bld Inspection Services		
			001-000-240-558-51-41-03	Prof Svs-Inspection Svs	
Total 46838		Total 0010303			\$44,620.20
Total BHC Consultants, LLC					\$44,620.20
Big Mountain Electric, Inc					
	46839	3548	10/4/2018	2018 - October - 3rd Oct Batch for 11/01 Council	
			Gym Lighting Replacement		
			001-000-270-575-51-48-01	Gym PSE Lighting & Energy Grant	
Total 46839		Total 3548			\$5,430.00
Total Big Mountain Electric, Inc					\$5,430.00
Bill's Locksmith Service Inc.					
	46840	117963	10/15/2018	2018 - October - 3rd Oct Batch for 11/01 Council	
			CD Lock Supplies		
			001-000-254-518-20-31-00	Facilities Operating Supplies	
Total 46840		Total 117963			\$31.85
Total Bill's Locksmith Service Inc.					\$31.85
CenturyLink (AZ)					
	46841	1452608587	10/11/2018	2018 - October - 3rd Oct Batch for 11/01 Council	
			09/12 - 10/11 Services		
			001-000-254-518-20-42-00	Facilities-Telephones	
			Facilities-Old City Hall Main Line # 360-886-2560		
Total 46841		Total 1452608587			\$32.38
Total CenturyLink (AZ)					\$32.38
					\$32.38

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	

# CenturyLink (WA)

46842	101118 CL	10/11/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
		10/11 - 11/11 Services			
		001-000-120-512-50-42-00	Telephone/DSL		\$49.63
		360-886-2456 160B: PD/CT Security Line	Police Telephone/DSL/Air Cards		\$49.63
		001-000-214-521-20-42-00	Police-Line 2		\$51.90
		360-886-2862 596B: Police-Line 2	Police Telephone/DSL/Air Cards		\$180.14
		001-000-214-521-20-42-00	Police-Fax		\$4.56
		360-886-2901 325B: Police-Fax	Police Telephone/DSL/Air Cards		\$2.28
		001-000-214-521-20-42-00	Police-Main Line		\$25.06
		253-631-1012 182B: Police-Main Line	Telephone/DSL/Radios		\$27.33
		001-000-270-576-80-42-00	PW Shop Allocation		\$260.98
		360-886-2523 656B: PW Shop Allocation	Telephone, DSL & Radios		\$54.43
		001-000-280-536-20-42-00	PW Shop Allocation		\$60.04
		360-886-2523 656B: PW Shop Allocation	Telephone/DSL/Radios		\$27.33
		101-000-000-542-90-42-01	PW Shop Allocation		\$260.98
		360-886-2523 656B: PW Shop Allocation	Telephone/DSL/Radios		\$54.43
		401-000-000-534-80-42-00	PW Shop Allocation		\$60.04
		360-886-2523 656B: PW Shop Allocation	Telephone/DSL/Radios		\$27.33
		401-000-000-534-80-42-00	Water Reservoir		\$260.98
		360-886-7235 830B: Water Reservoir	Telephone/DSL/Radios		\$54.43
		407-000-000-535-80-42-00	Morganville Pump Station		\$60.04
		360-886-2835 784B: Morganville Pump Station	Telephone/DSL/Radios		\$27.33
		407-000-000-535-80-42-00	Old Lawson Pump Station		\$48.54
		360-886-8146 712B: Old Lawson Pump Station	Telephone/DSL/Radios		\$49.63
		407-000-000-535-80-42-00	PW Shop Allocation		\$27.33
		360-886-2523 656B: PW Shop Allocation	Telephone/DSL/Radios		\$48.54
		407-000-000-535-80-42-00	Ridge Sewer Pump Station		\$49.63
		360-886-0474 006B: Ridge Sewer Pump Station	Telephone/DSL/Radios		\$27.33
		407-000-000-535-80-42-00	Diamond Glen Sewer		\$918.81
		360-886-0537 580B: Diamond Glen Sewer	Telephone/DSL/Radios		\$918.81
		410-000-000-531-10-42-00	PW Shop Allocation		\$918.81
		360-886-2523 656B: PW Shop Allocation			
		Total 101118 CL			
		Total 46842			
		Total CenturyLink (WA)			



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	

**Christina Melby**

46843	102518 CM	10/25/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
		Reimb: Office Furniture			
		001-000-120-512-50-35-00		Court-small tools & Equip	\$375.00
		3 Chairs			
Total 46843	Total 102518 CM				\$375.00
Total Christina Melby					\$375.00
					\$375.00
					\$375.00
City of Lake Forest Park					
46844	BlackD2018	10/22/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
		Annual Dues			
		001-000-210-521-10-49-02		PD-Memberships	\$300.00
Total 46844	Total BlackD2018				\$300.00
Total City of Lake Forest Park					\$300.00
Clair Kintanar					\$300.00
46845	101018 CK	10/10/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
		Oct 2018 Services			
		001-000-120-512-50-41-02		Protem Judge	\$120.00
Total 46845	Total 101018 CK				\$120.00
Total Clair Kintanar					\$120.00
Comcast (34744)					\$120.00
46846	0106172 101018	10/10/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
		10/17 - 11/16 Services			
		001-000-214-521-20-42-00		Police Telephone/DSL/Air Cards	\$3.29
		Police Cable TV Act 8498 34 014 0106172			
Total 46846	Total 0106172 101018				\$3.29



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
46846	0122286	101218	10/12/2018	2018 - October - 3rd Oct Batch for 11/01 Council	
		10/22 - 11/21 Services			
		001-000-120-512-50-42-00		Telephone/DSL	\$225.03
		Court Phone Act 8498 34 014 0122286			\$225.03
		Total 0122286 101218			\$228.32
Total Comcast (34744)					\$228.32
Dept. of L & I - Boiler Section					
46847	303571		9/21/2018	2018 - October - 3rd Oct Batch for 11/01 Council	
		Boiler/Pressure Vessel			
		001-000-254-518-20-49-01		Facilities Bldg.Custodial & Maint.	\$23.30
		001-000-270-575-51-48-00		Gym Facility Repair & Maintenance	\$23.30
		Total 303571			\$46.60
Total Dept. of L & I - Boiler Section					\$46.60
Ferguson Waterworks #3011					
46848	0701245		10/21/2018	2018 - October - 3rd Oct Batch for 11/01 Council	
		401-000-000-534-80-31-04		Water Meters	\$2,645.05
		Total 0701245			\$2,645.05
46848	0701245-1		10/31/2018	2018 - October - 3rd Oct Batch for 11/01 Council	
		401-000-000-534-80-31-04		Water Meters	\$883.96
		Total 0701245-1			\$883.96
Total Ferguson Waterworks #3011					\$3,529.01
Ferrell's Fire Extinguisher Company, Inc.					\$3,529.01
46849	30298		9/26/2018	2018 - October - 3rd Oct Batch for 11/01 Council	
		Annual Servicing			
		001-000-210-521-10-48-01		PD-Vehicle Maintenance & Repair	\$97.74
		9 Inspec @ PD Vehicles			
		001-000-212-521-50-31-00		Police Bldg Mtc Sup	\$32.58
		3 Inspec @ PD Station			

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
				Name	
				Title	

	001-000-212-521-50-31-00	Police Bldg Mtc Sup			\$10.86
	1 Inspec @ PD Warehouse				
	001-000-215-521-10-48-00	Repairs and Maintenance VRF			\$21.72
	2 Inspec @ PD Marine				
	001-000-248-518-20-48-00	MDRT-Bldg/Gen Mtc Costs			\$10.86
	1 Inspec @ MDRT Mod				
	001-000-254-518-20-49-01	Facilities Bldg,Custodial & Maint.			\$21.72
	2 Inspec @ CD Mod				
	101-000-000-544-90-48-01	PW Clearing-shared Shop Cost			\$48.87
	3 6 yr maint @ PW				
	101-000-000-544-90-48-01	PW Clearing-shared Shop Cost			\$54.30
	5 Inspec @ PW				
	101-000-000-544-90-48-01	PW Clearing-shared Shop Cost			\$141.18
	2 new extinguishers @ PW				
	Total 30298				
	Total 46849				
	Total Ferrell's Fire Extinguisher Company, Inc.				

Hach Company	46850	11176881	10/12/2018	2018 - October - 3rd Oct Batch for 11/01 Council	
				Water Operating Supplies	
			401-000-000-534-80-31-01		\$378.12
	Total 46850	Total 11176881			\$378.12
	Total Hach Company				\$378.12
					\$378.12

Home Depot Credit Service	46851	3572741	10/12/2018	2018 - October - 3rd Oct Batch for 11/01 Council	
				Venvue Pay Station	
			001-000-270-576-80-41-02		\$104.44
	Total 3572741				\$104.44
	46851	4054725	10/21/2018	2018 - October - 3rd Oct Batch for 11/01 Council	
				Police Bldg Mtc Sup	
			001-000-212-521-50-31-00		\$27.13
	Total 4054725				\$27.13

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
			Account Number	Name	Title

46851	6580799	10/9/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
		310-000-002-594-18-62-03	Gen Govt Campus Improvements		\$45.05
Total 46851	Total 6580799				\$45.05
Total Home Depot Credit Service					\$176.62
Honey Bucket/Northwest Cascade Inc.					\$176.62
46852	0550815535	9/27/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
		09/27 - 10/24 Services			
		001-000-270-576-80-31-00	Parks-Boat Launch Rental		\$89.00
Total 46852	Total 0550815535				\$89.00
46852	0550816676	9/28/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
		09/28 - 10/25 Services			
		001-000-270-576-80-31-00	Portable Restroom Facility		\$89.00
Total 46852	Total 0550816676				\$89.00
Total Honey Bucket/Northwest Cascade Inc.					\$178.00
Janie Edelman					
46853	101818 JE	10/19/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
		Reimb: AWC RMSA Business Meeting			
		001-000-110-511-60-43-00	Lodging, Meals and Mileage		\$23.02
		Meal: J. Edelman & T. Deady			
		001-000-110-511-60-43-00	Lodging, Meals and Mileage		\$190.21
		Mileage, 349 miles			
Total 46853	Total 101818 JE				\$213.23
Total Janie Edelman					\$213.23
					\$213.23



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
<b>Johnsons Home &amp; Garden</b>					
46854	430584	10/8/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
	Total 430584	310-000-002-594-18-62-03	Gen Govt Campus Improvements		\$18.44
					\$18.44
46854	430716	10/12/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
	Total 430716	001-000-270-576-80-41-02	Venvue Pay Station		\$39.09
					\$39.09
46854	430880	10/19/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
	Total 430880	401-000-000-534-80-35-00	Small Tools & Safety Equip		\$49.87
					\$49.87
46854	430888	10/19/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
	Total 430888	001-000-270-576-80-41-02	Venvue Pay Station		\$14.65
					\$14.65
	Total 46854				\$122.05
	Total Johnsons Home & Garden				\$122.05
<b>King County Finance</b>					
46855	5002488	10/4/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
		Recording			
		101-000-000-544-40-41-00	Prof Services Transportation		\$101.00
		Sidewalk Easement			
		401-000-000-534-80-41-10	Professional Services		\$105.00
		Wat & Sew Easement			
		401-000-000-534-80-49-50	Bank Analysis Fees/Merch CC/ Lien Fees		\$37.00
		3 liens w/Water balances			
		407-000-000-535-80-49-50	Bank Analysis Fees/Merch CC/ Lien Fees		\$37.00
		3 liens w/Sewer balances			
		410-000-000-531-10-49-50	Bank Analysis Fees/Merch CC/ Lien Fees		\$370.00
		12 liens w/Storm balances			
	Total 5002488				\$650.00
					\$650.00
	Total 46855				\$650.00
	Total King County Finance				\$650.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	

**Krista White Swain**

46856	102218 KWS	10/22/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
	Oct 2018 Services				
	001-000-120-512-50-41-00		Court Judge		
Total 46856	Total 102218 KWS				\$3,600.00
Total Krista White Swain					\$3,600.00
					\$3,600.00
					\$3,600.00

**Legend Data Systems, Inc.**

46857	124124	10/23/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
		001-000-180-518-50-41-04	Photo ID Cards		
			Miscellaneous Costs		\$16.50
Total 46857	Total 124124				\$16.50
Total Legend Data Systems, Inc.					\$16.50
					\$16.50

**Les Schwab Tire Ctr - MV**

46858	39800330683	9/12/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
		101-000-000-544-90-48-02	PW Clearing- Shared Veh/Equip Maint		
Total 46858	Total 39800330683				\$86.24
Total Les Schwab Tire Ctr - MV					\$86.24
					\$86.24
					\$86.24

**Northwest Parking Equipment Co.**

46859	019	10/19/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
		001-000-270-576-80-41-02	New Lock & Keys		
			Venvue Pay Station		\$79.89
Total 46859	Total 019				\$79.89
Total Northwest Parking Equipment Co.					\$79.89
					\$79.89

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	

**Office Products Nationwide**

46860	1000065-0	Crt	10/3/2018	2018 - October - 3rd Oct Batch for 11/01 Council	
		001-000-120-512-50-31-00		Operating Supplies	\$51.35
	Total 1000065-0				\$51.35
46860	1000905-0	Crt	10/8/2018	2018 - October - 3rd Oct Batch for 11/01 Council	
		001-000-120-512-50-31-00		Operating Supplies	\$51.35
	Total 1000905-0				\$51.35
46860	1003185-0	CD/PW	10/19/2018	2018 - October - 3rd Oct Batch for 11/01 Council	
		001-000-180-518-50-31-99		Office Supplies CD Bldg Clearing	\$163.28
	Total 1003185-0				\$163.28
46860	1003691-0	CH	10/23/2018	2018 - October - 3rd Oct Batch for 11/01 Council	
		001-000-180-518-50-31-00		Office Supplies City Hall	\$52.94
	Total 1003691-0				\$52.94
46860	1003692-0	Bld Maint	10/23/2018	2018 - October - 3rd Oct Batch for 11/01 Council	
		001-000-254-518-20-31-00		Facilities Operating Supplies	\$57.83
	Total 1003692-0				\$57.83
46860	1003708-0	CH	10/23/2018	2018 - October - 3rd Oct Batch for 11/01 Council	
		001-000-180-518-50-31-00		Office Supplies City Hall	\$375.91
	Total 1003708-0				\$375.91



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	

46860	C1000065-0	10/4/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
		Crt-refund			
		001-000-120-512-50-31-00	Operating Supplies		(\$51.35)
		Crt Office Supplies			
	Total C1000065-0				
	Total 46860				(\$51.35)
	Total Office Products Nationwide				\$701.31
	Olympic Environmental Resources				\$701.31
46861	18OER2	10/19/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
		2018 BD Recycling Program			
		001-000-182-554-90-41-00	Recycling Program- KC Grant		\$6,644.96
	Total 18OER2				\$6,644.96
	Total 46861				\$6,644.96
	Total Olympic Environmental Resources				\$6,644.96
	Parametrix, Inc.				
46862	05075	10/15/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
		MDRT 2018 TrafficEngSvcs			
		001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix		\$2,840.84
		08/26 - 09/29 Services			
	Total 05075				\$2,840.84
46862	05076	10/15/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
		MDRT 2018 TrafficEngSvcs			
		001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix		\$767.50
		08/26 - 09/29 Services			
	Total 05076				\$767.50
46862	05077	10/15/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
		Roberts Dr 236th to Bruckners			
		320-000-020-595-10-63-00	Roberts Dr 236th to Bruckner-Eng		\$8,068.75

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number		Name Title	Amount

08/26 - 09/29 Services

Total 05077

Total 46862

Total Parametrix, Inc.

Puget Sound Energy

46863

100718 PSE

10/7/2018

2018 - October - 3rd Oct Batch for 11/01 Council

08/31 - 10/02 Services

001-000-212-521-50-47-00	Electric/gas	\$60.79
220013379882: Police Storage		
001-000-248-518-20-47-00	MDRT Electricity	\$194.97
220013379841: MDRT Mod Bldgs Elec		
001-000-254-518-20-47-00	Facilities-Utilities	\$166.81
200008061844: City Hall Elec		
001-000-254-518-20-47-00	Facilities-Utilities	\$292.45
220013379841: CD/PW Mod Bldgs Elec		
001-000-270-576-80-47-00	Electric/Gas	\$10.45
220013379221: Lake Sawyer Boat Launch		
001-000-270-576-80-47-00	Electric/Gas	\$2.53
220013379635: PW Shop-Parks 4%		
001-000-280-536-20-47-00	Electric/Gas	\$1.27
220013379635: PW Shop-Cemetery 2%		
101-000-000-542-63-47-01	Street Lighting	\$1,881.02
220013397355: PSE Streetlights		
101-000-000-542-63-47-01	Street Lighting	\$10.45
220013379247: 216th Signal & Street Lights		
101-000-000-542-63-47-01	Street Lighting	\$13.99
220013379601: Baker St Crosswalk		
101-000-000-542-63-47-01	Street Lighting	\$67.03
220013379817: Ped Lighting Roberts		
101-000-000-542-63-47-01	Street Lighting	\$47.33
220013379197: Cov Sawyer & 216th		
101-000-000-542-63-47-01	Street Lighting	\$217.61
220014704229: Intersection Light 219th & SE 296th St		
101-000-000-543-31-47-00	Electric/Gas	\$13.93
220013379635: PW Shop-Street 22%		





Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	

			New Owner Effective 10/01/18		
	Total 100118 RCB				
Total 46865					\$100.95
Total Robert and/or Carolyn Bartsch					\$100.95
Safe Security					\$100.95
46866			10/14/2018	2018 - October - 3rd Oct Batch for 11/01 Council	
4854408					
	Oct 2018 Services				
	101-000-000-544-90-48-01			PW Clearing-shared Shop Cost	\$54.98
					\$54.98
Total 46866					\$54.98
Total Safe Security					\$54.98
Seattle Daily Journal of Commerce					
46867			10/11/2018	2018 - October - 3rd Oct Batch for 11/01 Council	
3341231					
	001-000-151-515-30-41-75			Crt-Pros- Adv & Misc Costs	\$112.00
					\$112.00
Total 46867					\$112.00
Total Seattle Daily Journal of Commerce					\$112.00
Seth Boettcher					
46868			10/15/2018	2018 - October - 3rd Oct Batch for 11/01 Council	
101518 SB					
	Reimb: APWA 2018 Conference				
	101-000-000-544-90-43-00			PW-Clearing- Shared Meals, Miles & Lodging	\$154.78
	Mileage, 284 miles				\$154.78
					\$154.78
Total 46868					\$154.78
Total Seth Boettcher					\$154.78

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
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**SHI International Corp.**

46869	B08502216	7/6/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
	CH Monitors				
	310-000-011-594-18-64-00		General Government Technology		\$174.89
	Total B08502216				\$174.89
46869	B08503204	7/6/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
	Server Cables				
	310-000-011-594-21-64-03		Police Technology & Other		\$55.69
	Total B08503204				\$55.69
46869	B08962968	10/10/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
	CD Monitors				
	310-000-011-594-18-64-00		General Government Technology		\$304.08
	Total B08962968				\$304.08
Total 46869					\$534.66
Total SHI International Corp.					\$534.66
SkillPath Seminars					
46870	2208352	10/15/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
	Handbooks				
	101-000-000-544-90-31-00		PW Clearing Acct-Supplies		\$34.64
	Total 2208352				\$34.64
Total 46870					\$34.64
Total SkillPath Seminars					\$34.64
Summit Law Group					
46871	97296	10/18/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
	General Labor				
	001-000-150-515-30-41-02		Legal Services -Employment		\$362.00
	Total 97296				\$362.00
Total 46871					\$362.00
Total Summit Law Group					\$362.00



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
<b>Tough Mudder, Inc.</b>					
46872	SEP18-0010 TM	9/26/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
	PD Staff Refund				
	001-000-210-342-10-03-00		Police Traffic Reimb		\$850.00
	Adjusted Service Agreement				
	Total SEP18-0010 TM				\$850.00
Total 46872					\$850.00
Total Tough Mudder, Inc.					\$850.00
<b>Valley Communications Center</b>					
46873	0022953	10/10/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
	911 Calls Sep 2018				
	001-000-214-521-20-41-00		Valley Comm - Dispatch Service		\$11,748.61
	281 calls				
	Total 0022953				\$11,748.61
46873	0022969	10/10/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
	2018 Q3 WSP Access				
	001-000-214-521-20-41-02		Valley Comm - Access Charge		\$337.67
	Total 0022969				\$337.67
Total 46873					\$12,086.28
Total Valley Communications Center					\$12,086.28
<b>Varius Inc.</b>					
46874	1049 V	10/17/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
	TA6 - PrePlat 2A Clear Grade				
	001-000-257-558-70-41-02		MDRT Civil Engineering-		\$3,450.00
	Total 1049 V				\$3,450.00
46874	1050 V	10/17/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
	TA7 - Final Plat 1A Div 2				
	001-000-257-558-70-41-02		MDRT Civil Engineering-		\$1,955.00
	Total 1050 V				\$1,955.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name	Title

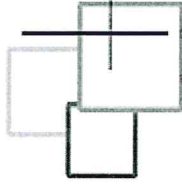
46874	1051 V	10/17/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
		TA8 - PrePlat 1A Sched C			
		001-000-257-558-70-41-02	MDRT Civil Engineering-		\$920.00
	Total 1051 V				\$920.00
46874	1052 V	10/17/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
		TA9 - PrePlat 1A Sched O			
		001-000-257-558-70-41-02	MDRT Civil Engineering-		\$6,953.40
	Total 1052 V				\$6,953.40
46874	1053 V	10/17/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
		TA10 - Gen'l Eng. Services			
		001-000-257-558-70-41-02	MDRT Civil Engineering-		\$1,664.50
	Total 1053 V				\$1,664.50
46874	1054 V	10/17/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
		TA12 - PrePlat V24			
		001-000-257-558-70-41-02	MDRT Civil Engineering-		\$15,870.00
	Total 1054 V				\$15,870.00
Total 46874					\$30,812.90
Total Varius Inc.					
Voice of The Valley					
46875	20860	10/10/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
		001-000-246-558-70-44-00	Advertising		\$740.00
		MDRT: Notice of Public Hearing			\$740.00
	Total 20860				
46875	20861	10/10/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
		310-000-011-594-18-64-00	General Government Technology		\$60.00
		Gen: Notice of RFP - Phones			
		401-000-000-534-80-41-75	Advertising		\$120.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	

PW: Notice of Ordinance 18-1106

Total 46875	Total 20861				\$180.00
Total Voice of The Valley					\$920.00
Water Management Laboratories, Inc.					\$920.00
46876	170700	10/4/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
		401-000-000-534-80-41-02	Water Testing and Sampling		\$21.00
Total 170700					\$21.00
46876	170989	10/15/2018	2018 - October - 3rd Oct Batch for 11/01 Council		
		401-000-000-534-80-41-02	Water Testing and Sampling		\$21.00
Total 170989					\$21.00
Total 46876					\$42.00
Total Water Management Laboratories, Inc.					\$42.00
Vendor Count	41			Grand Total	\$137,279.90

# Voucher Directory with Transaction Date



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
<b>ADT Security Services (PA)</b>					
46877	67563360	10/14/2018	2018 - November - 1st Nov Batch for 11/01 Council		
	10/30/19 - 01/29/19 Services				
	001-000-254-518-20-49-00		Facilities Security	\$138.42	\$138.42
	Total 67563360				
46877	675897337	10/13/2018	2018 - November - 1st Nov Batch for 11/01 Council		
	11/01 - 11/30 Services				
	001-000-270-576-80-49-02		Security	\$1.05	
	001-000-280-536-20-49-02		Security	\$2.11	
	101-000-000-542-90-49-03		Security	\$11.58	
	401-000-000-534-80-49-07		Security	\$12.63	
	407-000-000-535-80-49-05		Security	\$12.63	
	410-000-000-531-10-49-04		Security	\$52.63	
	Total 675897337			\$191.05	\$191.05
<b>Total ADT Security Services (PA)</b>					
<b>Sorci Family LLC</b>					
46878	103118 SFLLC	10/31/2018	2018 - November - 1st Nov Batch for 11/01 Council		
	Nov 2018 rent				
	001-000-248-518-20-45-02		MDRT Property Rental Cost	\$647.43	
	001-000-254-518-20-45-02		Facilities-Prop Rental	\$970.12	
	001-000-254-518-20-45-05		Facilities City Hall Bldg Rental	\$2,125.21	
	Total 103118 SFLLC			\$3,742.76	\$3,742.76
	Total 46878			\$3,742.76	\$3,742.76
<b>Total Sorci Family LLC</b>					
<b>Vendor Count 2</b>				<b>Grand Total</b>	
				<b>\$3,933.81</b>	



## **BLACK DIAMOND CITY COUNCIL WORK SESSION MINUTES**

**October 11, 2018**

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

### **CALL TO ORDER, FLAG SALUTE:**

Mayor Benson called the regular work session meeting to order at 6:00 p.m. and led us all in the Flag Salute.

### **ROLL CALL:**

**PRESENT:** Councilmembers Deady, Oglesbee, Edelman, Stout and Wisnoski.

**ABSENT:** None

Staff present: Brenda L. Martinez, City Clerk.

### **1) Discussion on 2019 Legislative Priorities**

Mayor Benson discussed items that staff would like to see added to the list such as fully funding the Public Works Trust Fund and adding a project from the City's Capital Improvement Plan. She noted it was suggested to add the Covington Creek Culvert project. She reviewed the handout prepared by staff on this project and noted it is a City project and not a developer project and the cost is projected to be \$1 million to \$1.5 million. She stated moving forward, once Council has decided what the priorities are the final document will be brought back to Council for approval.

There was Council discussion on the City's Legislative Agenda the Mayor prepared and during discussion the following changes were suggested:

- Discussed Public Information Committee and Sound Cities Association Priorities
- Add "Support AWC and SCA Legislative Priorities"
- Add "Keep the Public Works Trust Fund fully funded"
- Change highway 18 wording to "Complete the widening of Hwy 18 from Issaquah Hobart Road to I-90"
- Add "Support Highway 410 projects"
- Discussion on doing a separate page for the Covington Creek Culvert Project

There was discussion on the process moving forward and the Mayor reiterated the City Clerk will finalize the document to be presented to Council for adoption. Once it is approved it will be sent to Association of Washington Cities, SEAL TC and will be used during the 2019 Legislative Actions Days in Olympia.



There was discussion on how the Legislative Action Days work.

Mayor Benson discussed with Council the upcoming special meeting on November 5<sup>th</sup> with the Enumclaw School Board and the City of Enumclaw City Council. She shared with Council an item she will be bringing up - the BASK program. She would like to hear why the school board wants to discontinue having it at the school. She noted if that happens the City and Community Center would then be tasked with relocating it and options reviewed are costly as major renovations are needed.

Council discussed what they need to have ready for this meeting on the subject and it was decided to get letters from parents along with a letter from the Council that can be submitted at the meeting.

Councilmember Wisnoski asked the City Clerk to remind the Finance Director to gather the information regarding revenues other cities are receiving regarding cannabis. There was discussion on what the next step would be to change city code.

Councilmember Edelman encouraged Councilmembers to consider being appointed to an SCA Committee.

#### **ADJOURNMENT:**

Councilmember Edelman **moved** to adjourn the meeting; **second** Councilmember Deady. Motion **passed** with all voting in favor (5-0).

The meeting ended at 6:57 p.m.

ATTEST:

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Carol Benson, Mayor

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Brenda L. Martinez, City Clerk

**BLACK DIAMOND CITY COUNCIL  
TOWN HALL MINUTES  
October 11, 2018**

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

**CALL TO ORDER, FLAG SALUTE:**

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

**ROLL CALL:**

**PRESENT:** Councilmembers Deady, Oglesbee, Edelman, Stout and Wisnoski.

**ABSENT:** None

Staff present: Brenda L. Martinez, City Clerk.

Mayor Benson welcomed everyone and explained that anyone wishing to speak will have ten minutes and after everyone has had a chance to speak once those wishing to speak again will have three minutes.

**PUBLIC COMMENTS:**

Robbin Taylor, Black Diamond spoke to Council regarding use of the consent agenda and the need for transparency to the public by having dialogue from Councilmembers on why they voted a certain way on an issue. There was back and forth conversation between Ms. Taylor and Councilmembers on this subject.

Ron Taylor, Black Diamond spoke to Council on fire services and the need to move forward with the fire study and pre-annexation agreement. There was back and forth conversation between Mr. Taylor and Councilmembers on this subject.

Robbin Taylor, Black Diamond spoke a second time to Council on fire services for Black Diamond.

**ADJOURNMENT:**

Councilmember Edelman **moved** to adjourn the meeting; **second** Councilmember Oglesbee. Motion **passed** with all voting in favor (5-0). The meeting ended at 8:12 p.m.

ATTEST:

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Carol Benson, Mayor

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Brenda L. Martinez, City Clerk



**BLACK DIAMOND CITY COUNCIL  
SPECIAL MEETING MINUTES**

**October 18, 2018**

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

**CALL TO ORDER, FLAG SALUTE:**

Mayor Benson called the special meeting to order at 6:00 p.m. and led us all in the Flag Salute.

**ROLL CALL:**

**PRESENT:** Councilmembers Oglesbee, Edelman, Stout and Wisnoski.

**ABSENT:** Councilmember Deady (excused)

Staff present were: Mayene Miller, Finance Director; Judge Swain; Stephanie Metcalf, Court Administrator; Deanna Humphreys, Police Clerk; Jamey Kiblinger, Police Chief; Larry Colagiovanni, Police Commander; Rob Reed, IS Manager; and Brenda L. Martinez, City Clerk.

**1) WORK SESSION**

- a. Review of 2019 Preliminary Budget of Revenues and Expenditures for the General Fund

Mayor Benson welcomed everyone and stated that tonight's work session is on the general fund portion of the 2019 preliminary budget. She then turned the meeting over to Finance Director Miller.

**Highlights/Topics of Discussion**

- Review of general fund sources and expenditures which shows sources and how the money is used.
- 2019 proposed general fund expenditures and revenues. Finance Director Miller noted the ending balance for the general fund is at 21.8% which is needed for cash flow as the most important thing is to have cash in the bank to pay bills until the property tax money comes in.

**Revenue**

- General Fund functions supported by types of revenue
- Top twenty General Fund revenue sources
- General Fund taxes (i.e. property tax, sales tax, utility taxes)

- Discussion on pursuing water and sewer utility tax form Covington Water District and Soos Creek. Finance Director Miller noted she is working the City Attorney on this.
- Discussion on property tax and how the calculation works
- Review of sales tax and how it is distributed
- Intergovernmental revenue
- Community Development revenue
- Police Department revenue
- Municipal Court revenue
- Cable franchise and business license fees
- Other general fund revenue (i.e. Lake Sawyer parking fee, gym and cemetery revenue, passports, and investments)
- Funding Agreement revenue
- Beginning General Fund revenue
- Total General Fund sources of revenue

### **Expenditure**

Finance Director Miller reviewed with Council the General fund expenditure comparisons by function. She noted the 2019 total general fund expenditure budget is \$5,662,798 with public safety making 53.4% of that number.

The following General Fund department budgets were reviewed:

- Legislative (City Council)
- Executive (Mayor's Office)
- Administrative Services (Clerk, Finance, HR, Utility Billing, IT and Central Services)
- Legal
- Municipal Court
- Police Department
- Fire Department
- Community Development
- MDRT
- Parks Department
- Cemetery
- Facilities, Grounds Department and Special Programs
- Ending fund balance

Finance Director Miller reviewed the budget calendar and noted the next meeting is Thursday 10/25 on public works funds, special revenue and internal service funds, and capital project funds.

Following the presentation on the budget from Ms. Miller Mayor Benson shared a couple of questions from Councilmember Deady asking if there was money in the budget for the community center and also money allocated for the insurance cost for closing Hwy 169 for the Labor Day parade.

Councilmember Edelman asked Council to think about hiring a professional marketing person to make brochures and other material to welcome residents to our community.

Councilmember Stout inquired about budget dollars and the work being done to launch a new website. IS Manager Reed noted it is on the list and hopeful we can get it completed before the end of the first quarter in 2019.

Councilmember Wisnoski asked about revenues other cities receive from cannabis. He also suggested a casino being another future revenue source for the city.

There was discussion on commercial businesses coming into the city and timing.

### **ADJOURNMENT:**

Councilmember Edelman **moved** to adjourn the meeting; **second** Councilmember Oglesbee. Motion **passed** with all voting in favor (4-0).

The meeting ended at 6:53 p.m.

ATTEST:

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Carol Benson, Mayor

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Brenda L. Martinez, City Clerk



## **BLACK DIAMOND CITY COUNCIL MINUTES**

### **Council Meeting of October 18, 2018**

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

#### **CALL TO ORDER, FLAG SALUTE:**

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

#### **ROLL CALL:**

**PRESENT:** Councilmembers Oglesbee, Edelman, Stout, and Wisnoski.

**ABSENT:** Councilmembers Deady (excused).

Staff present: Barbara Kincaid, Community Development Director; David Linehan, City Attorney, Kevin Esping, Facilities Coordinator, and Brenda L. Martinez, City Clerk.

#### **AGENDA REVIEW AND APPROVAL:**

Councilmember Edelman **moved** to adopt the agenda; **second** Councilmember Wisnoski. Motion **passed** with all voting in favor (4-0).

**APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:** None

#### **CONSENT AGENDA:**

Councilmember Stout **moved** to adopt the Consent Agenda; **second** Councilmember Oglesbee. Motion **passed** with all voting in favor (4-0). The Consent Agenda was approved as follows:

- 1) **Claim Checks** – October 18, 2018 – Check No. 46775 through 46833 and EFTs in the amount of \$299,035.26
- 2) **Payroll** – September 30, 2018- Check No.19634 through 19652 and ACHs in the amount of \$340,620.99
- 3) **Minutes** – Special Meeting of September 27, 2018 and Council Meeting of October 4, 2018

**PUBLIC COMMENTS:** None

**PUBLIC HEARINGS:** None

#### **NEW BUSINESS:**

**4) AB18-088 – Resolution No. 18-1275 Approving Contract with BLS for Business Licensing**

Community Director Kincaid briefed Council on this item.

There was Council discussion

Councilmember Edelman **moved** to adopt Resolution No. 18-1275 to authorize the Mayor to enter into BLS Agreement (Contract Number K169) with the Washington State Department of Revenue for business licensing services; **second** Councilmember Oglesbee. Motion **passed** with all voting in favor (4-0).

Director Kincaid also discussed with Council needed code revisions regarding business licenses. Following discussion there was consensus to keep the \$2,000 threshold as the exemption and to come back to Council with options to create our own regulatory license for consideration.

**5) AB18-089 – Planning Commission Recommendation Transmittal of Comprehensive Plan Update**

Director Kincaid shared that Planning Commission Chair McCain sent her apologies for not being able to attend tonight's meeting. She noted running into formatting issues with the official transmittal of the Comprehensive Plan from the Planning Commission and the document will be distributed and posted to the website next Wednesday (10/24). She gave an update on the process and discussed the next steps moving forward. She also noted the Council public process would start in January.

**DEPARTMENT REPORTS:**

**Public Works** - Facilities Coordinator Esping discussed the City participated in the Great Shake Out and noted it being a good event. He also shared with Council the training he and Mr. Dal Santo have done with the Public Works employees so they are trained in the event an emergency should occur.

**MAYOR'S REPORT:**

Mayor Benson announced there will be a fire ad hoc committee meeting on November 19 to discuss items from the work session. She reported attending a meeting with the cities of Covington, Maple Valley and New Life Church regarding organizing a homeless count next year; attended SCATBd meeting where King County Rapid Ride gave a presentation and also a discussion on Ebikes; Met with 4 Culture at the Museum on available grants; attended Town Hall meeting a Lake Wilderness Lodge with the President of Green River Community College on how they can connect with cities.

**COUNCIL REPORTS:**

Councilmember Stout reported attending the Public Works Committee meeting, however it had been cancelled and had an opportunity to meet with the Mayor to discuss items she



had questions about. She also met with Mr. Esping regarding Councilmember responsibilities in the event of an emergency or a disaster. She shared Mr. Esping will be doing a presentation to the Council on this in the near future. She noted attending the Finance Committee meeting where the vouchers were reviewed and the Town Hall meeting.

Councilmember Wisnoski reported attending the work session and town hall meeting, Planning Committee meeting; met with Mr. Williamson to tour the new plats and commercial space and noted it being interesting to hear and see all the thought that has been put into the development.

Councilmember Oglesbee reported attending the Harvest Moon event at the Community Center and noted it being a great event and turn out; attended work session and the Planning Committee meeting where they discussed the purpose of the committee.

Councilmember Edelman reported attending the work session and town hall meeting; she discussed how the level of service for fire will increase and annexing into the district; participated in the 4 Culture event at the Museum regarding grants; reported on the Public Information Committee (PIC) and informed Council of an item they will need to vote on next month which is the Regional Affordable Housing Task Force; She and Councilmember Deady took a quick trip to Chelan to attend the AWC RMSA Annual Dinner where Black Diamond received an award for our liability experience dropping by at least 2%. She also shared the speaker at the event spoke on "connect the dots before an active shooter comes in".

**ATTORNEY REPORT:** None

**PUBLIC COMMENTS:** None

**EXECUTIVE SESSION:** None

## **ADJOURNMENT:**

Councilmember Wisnoski **moved** to adjourn the meeting; **second** Councilmember Oglesbee. Motion **passed** with all voting in favor (4-0).

The meeting ended at 7:40 p.m.

ATTEST:

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Carol Benson, Mayor

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Brenda L. Martinez, City Clerk



# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b>	<b>Agenda Date: November 1, 2018</b>	<b>AB18-090</b>
<b>Public Hearing on Ordinance authorizing the King County Metro pass-through Sewer rate increase effective January 1, 2019.</b>	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	X
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):	Public Works – Seth Boettcher	
Fund Source: -- Sewer Rates	Court – Stephanie Metcalf	
Timeline: January 1, 2019		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Ordinance 18-1107, Metro KC Council Ordinance #18745 with future KC rate schedule, Black Diamond Utility Rates comparison</b>		
<b>SUMMARY STATEMENT:</b>		
<b>Public Hearing:</b> This is a public hearing held to review the 2019 King County Metro pass- through rate increase of \$1.11 per month per residential equivalent (ERU) effective January 1, 2019.		
King County Council sent the city a copy of their Ordinance #18745 dated June 29, 2018 that approved their pass-through residential rate increase from \$44.22 to \$45.33 a month, effective January 1, 2019. This is the Pass-through rate increase that Metropolitan King County has imposed for all of their Sewer system customers to recover their cost of operating their collection system, which takes sewer from each area through their treatment process. This monthly rate is collected by each city every month and remitted monthly in full to King County per our contract. This rate increase of \$1.11 per month will cover rates for both 2019 and 2020 with the next increase not scheduled until 2021.		
The city portion of the sewer rate will increase by the annual June 30, 2017 inflation rate OF 3.6% or seventy-six cents per residence per month. This increase was already approved by Council in 2013 with Ordinance 13-1008. Lifeline residences will only increase by one half that amount to thirty-eight cents per month.		
A rate comparison is attached showing the comparison of the total monthly amounts a Black Diamond resident may pay for all their Utilities base rates.		
<b>FISCAL NOTE (Finance Department):</b> The Mayor's Preliminary 2019 Budget includes the King County Metro Pass-through rate increase and the city Inflationary increase for both the expected Revenues and Expenditures. Timing of the approval of this Ordinance is important as the citizens need to be notified in the December newsletter and all the rates in the system need to be changed for this to be effective January 1, 2019.		

Council has the fiscal responsibility to pass Utility rates needed to cover the Utility operating, debt and Capital expenditures of each utility Fund.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Finance Committee will review the increase at their October 25, 2018 meeting

RECOMMENDED ACTION: **PUBLIC HEARING ONLY.**

#### **RECORD OF COUNCIL ACTION**

*Meeting Date*

*Action*

*Vote*

**November 1, 2018**

## **ORDINANCE NO. 18-1107**

**AN ORDINANCE OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, RELATING TO ADJUSTMENTS TO SEWER CHARGES; AMENDING SECTION 13.24.010 OF THE BLACK DIAMOND MUNICIPAL CODE TO INCREASE THE SEWER RATE COMMENSURATE WITH THE INCREASE IMPOSED BY KING COUNTY METRO ON ITS CUSTOMERS; AND ESTABLISHING AN EFFECTIVE DATE OF THE NEW RATE INCREASE ON SEWER CUSTOMERS**

**WHEREAS**, the Metropolitan King County Council approved a sewer rate increase on June 11, 2018, with Ordinance 18745 for their contracting customers effective January 1, 2019; and

**WHEREAS**, a public hearing was held on November 1, 2018, to receive public input regarding the Metropolitan King County sewer pass-through rate increase; and

**WHEREAS**, in order to meet contract obligations to pay Metropolitan King County for our contracted collection and treatment services, the City needs to increase its pass-through sewer rate by the amount of the Metropolitan King County sewer rate increase to be effective January 1, 2019;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, DO ORDAINS AS FOLLOWS:**

**Section 1.** Section 13.24.010 of the Black Diamond Municipal Code is hereby amended to read as follows:

**13.24.010 Monthly Rates Designated.** Effective January 1, 2019 sewer service charges shall be as follows:

A. General. The sewer service charge shall be the total of the base sewer service charge, the surcharge, and the applicable additional flow and unit charges.

B. Base Sewer Service. The base sewer service charge shall be twenty-one dollars and two cents as of January 1, 2018.

C. Surcharge. There shall be, in addition to the base sewer service charge, a surcharge reflecting the cost of service charged to the City by King County for wastewater transmission, storage and treatment. The surcharge shall be Forty-five dollars and thirty-three cents.

D. Single-family Residential Charge. Residential users served by a single meter to the residence shall be subject to the base sewer service charge plus the surcharge.

E. Lifeline Utility Program. Residential users served by a single meter who have been approved under the lifeline utility program will receive a discount on the city share of the sewer rate base sewer service charge as shown on the City fee schedule.

F. Other users; Additional Flow and Unit Charges. All users other than single-family residential; including but not limited to commercial users, multi-family residences and mobile home parks shall, for each water meter in use, be subject to the base sewer service charge plus the surcharge plus additional flow charges of Seven Dollars and fifty-three cents for each one hundred cubic feet of water consumed each month in excess of seven hundred fifty cubic feet, as measured by such water meter. The user shall, for each water meter in use that serves more than one unit, be subject to an additional unit charge of ten dollars for each additional unit served by that water meter. For purposes of this section, the word "unit" shall be defined as any dwelling unit, home, condominium, mobile home, manufactured home or location at which business is conducted.

G. Irrigation and Landscaping. Any user subject to an additional flow charge may apply to the City for installation of a separate meter to monitor water usage solely for irrigation and landscaping purposes. The individual or entity requesting such a meter shall pay the City for the cost of the meter and cost of installation. Water consumed for these purposes shall be subject to the base sewer service charge and surcharge but shall not be subject to the additional flow charge.

H. Home occupations. For purposes of this chapter, home occupations shall not be considered a second use.

I. Taxes. Federal, state and local taxes, where applicable, shall be added to the sums as set forth above.

J. CPI-U Annual Adjustment. The monthly base sewer service, additional flow and unit charges set forth herein shall be adjusted annually at 12:01 a.m. on January 1<sup>st</sup> of each year by the annual percentage of change in the all urban consumer price index ("CPI-U") published by the Bureau of Labor Statistics of the U.S. Department of Labor for the Western Region, using the July index for the year immediately preceding the year of the adjustment.\* In no event shall the monthly charges decrease as a result of the CPI-U adjustment without separate and specific action by the city council. The CPI-U adjustment shall apply to the base sewer service, additional flow and unit charges, as annually adjusted pursuant to this section.

\* NOTE: For example, if the annual percentage increase in the CPI-U for the Western Division for July 2016 was 1.4 percent (the percentage of change in the CPI-U from July of 2015 to June 30, of 2016), the monthly base



sewer service, additional flow and unit charges for 2017 is increased on January 1, 2017 by 1.4 percent.

**Section 2.** This Ordinance shall be effective at 12:01 a.m. on January 1, 2019, which is more than five days after the date of publication. A summary of this Ordinance may be published in lieu of publishing the Ordinance in its entirety.

**Section 3.** If any provision of this Ordinance is determined to be invalid or unenforceable for any reason, the remaining provisions of this Ordinance shall remain in force and effect.

Introduced the 1st day of November, 2018.

Passed by a majority of the City Council at a Council meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Mayor Carol Benson

Attest:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
David Linehan, City Attorney

Published:

Posted:

Effective Date:



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

June 12, 2018

Ordinance 18745

Proposed No. 2018-0231.1

Sponsors Upthegrove

1 AN ORDINANCE determining the monetary requirements  
2 for the disposal of sewage for the fiscal year beginning  
3 January 1, 2019, and ending December 31, 2019; setting  
4 the sewer rate for the fiscal year beginning January 1, 2019,  
5 and ending December 31, 2019, and approving the amount  
6 of the sewage treatment capacity charge for 2019, in  
7 accordance with RCW 35.58.570; and amending Ordinance  
8 12353, Section 2, as amended, and K.C.C. 4A.670.100 and  
9 Ordinance 11398, Section 1, as amended, and K.C.C.  
10 28.84.055.

11 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

12 SECTION 1. Ordinance 12353, Section 2, as amended, and K.C.C. 4A.670.100  
13 are each hereby amended to read as follows:

14 A. Having determined the monetary requirements for the disposal of sewage, the  
15 council hereby adopts a ((2018)) 2019 sewer rate of ((~~forty-four dollars and twenty-two~~))  
16 forty-five dollars and thirty-three cents per residential customer equivalent per month.

17 Once a sewer rate ordinance becomes effective, the clerk of the council is directed to  
18 deliver a copy of that ordinance to each agency having an agreement for sewage disposal  
19 with King County.

20 B. The King County council approves the application of Statement No. 62 of the  
21 Governmental Accounting Standards Board (GASB-62) as it pertains to regulatory assets  
22 and liabilities to treat pollution remediation obligations and RainWise Program  
23 expenditures and strategic planning costs as regulatory assets, recovered ratably over the  
24 life of the underlying financing, and establish a rate stabilization reserve for the purpose  
25 of leveling rates between years.

26 C. As required for GASB-62 application, amounts are to be placed in the rate  
27 stabilization reserve from operating revenues and removed from the calculation of debt  
28 service coverage. The reserve balance shall be an amount at least sufficient to maintain a  
29 level sewer rate between ~~((2017))~~ 2019 and ~~((2018))~~ 2020, and shall be used solely for  
30 the purposes of: maintaining the level sewer rate in ~~((2018))~~ 2019; and if additional  
31 reserve balance is available, moderating future rate increases beyond ~~((2018))~~ 2019. The  
32 estimated amount of the reserve, as shown in the financial plan, Attachment A to  
33 ~~((Ordinance 18537))~~ this ordinance, shall be revised in accordance with the ~~((2017-~~  
34 ~~2018))~~ 2019-2020 Biennial Budget Ordinance and financial plan. If the reserve needs to  
35 be reduced to meet debt service coverage requirements for ~~((2017))~~ 2018, the county  
36 executive shall notify the council of the change by providing an updated financial plan.

37 SECTION 2. Monetary requirements for the disposal of sewage as defined by  
38 contract with the component sewer agencies for the fiscal year beginning January 1,  
39 2019, and ending December 31, 2019. The council hereby determines the monetary  
40 requirements for the disposal of sewage as follows:

41 Administration, operating, maintenance repair and replacement (net of other  
42 income): \$69,915,598.



43 Establishment and maintenance of necessary working capital reserves:

44 \$48,242,930.

45 Requirements of revenue bond resolutions (not included in above items and net of  
46 interest income): \$295,000,850.

47 TOTAL: \$413,159,378.

48 SECTION 3. Ordinance 11398, Section 1, as amended, and K.C.C. 28.84.055 are  
49 each hereby amended as follows:

50 A. The amount of the metropolitan sewage facility capacity charge adopted by  
51 K.C.C. 28.84.050.O. that is charged monthly for fifteen years per residential customer or  
52 residential customer equivalent shall be:

53 1. Seven dollars for sewer connections occurring between and including January  
54 1, 1994, and December 31, 1997;

55 2. Ten dollars and fifty cents for sewer connections occurring between and  
56 including January 1, 1998, and December 31, 2001;

57 3. Seventeen dollars and twenty cents for sewer connections occurring between  
58 and including January 1, 2002, and December 31, 2002;

59 4. Seventeen dollars and sixty cents for sewer connections occurring between  
60 and including January 1, 2003, and December 31, 2003;

61 5. Eighteen dollars for sewer connections occurring between and including  
62 January 1, 2004, and December 31, 2004;

63 6. Thirty-four dollars and five cents for sewer connections occurring between  
64 and including January 1, 2005, and December 31, 2006;

65 7. Forty-two dollars for sewer connections occurring between and including

66 January 1, 2007, and December 31, 2007;

67 8. Forty-six dollars and twenty-five cents for sewer connections occurring  
68 between and including January 1, 2008, and December 31, 2008;

69 9. Forty-seven dollars and sixty-four cents for sewer connections occurring  
70 between and including January 1, 2009, and December 31, 2009;

71 10. Forty-nine dollars and seven cents for sewer connections occurring between  
72 and including January 1, 2010, and December 31, 2010;

73 11. Fifty dollars and forty-five cents for sewer connections occurring between  
74 and including January 1, 2011, and December 31, 2011;

75 12. Fifty-one dollars and ninety-five cents for sewer connections occurring  
76 between and including January 1, 2012, and December 31, 2012;

77 13. Fifty-three dollars and fifty cents for sewer connections occurring between  
78 and including January 1, 2013, and December 31, 2013;

79 14. Fifty-five dollars and thirty-five cents for sewer connections occurring  
80 between and including January 1, 2014, and December 31, 2014;

81 15. Fifty-seven dollars for sewer connections occurring between and including  
82 January 1, 2015, and December 31, 2015;

83 16. Fifty-eight dollars and seventy cents for sewer connections occurring  
84 between and including January 1, 2016, and December 31, 2016;

85 17. Sixty dollars and eighty cents for sewer connections occurring between and  
86 including January 1, 2017, and December 31, 2017;~~((and))~~

87 18. Sixty-two dollars and sixty cents for sewer connections occurring between  
88 and including January 1, 2018, and December 31, 2018; and

89           19. Sixty-four dollars and fifty cents for sewer connections occurring between  
90   and including January 1, 2019, and December 31, 2019.

91           B.1. In accordance with adopted policy FP-15.3.d. in the Regional Wastewater  
92   Services Plan, K.C.C. 28.86.160.C., it is the council's intent to base the capacity charge  
93   upon the costs, customer growth and related financial assumptions used in the Regional  
94   Wastewater Services Plan.

95           2. In accordance with adopted policy FP- 6 in the Regional Wastewater Services  
96   Plan, K.C.C. 28.86.160.C., the council hereby approves the cash balance and reserves as  
97   contained in the financial plan for ((2018)) 2019, which is Attachment A to ((Ordinance  
98   18537)) this ordinance.

99           3. In accordance with adopted policy FP-15.3.c., King County shall pursue  
100   changes in state legislation to enable the county to require payment of the capacity charge



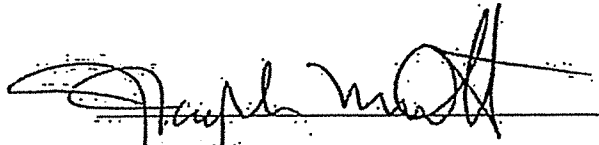
101 in a single payment, while preserving the option for new ratepayers to finance the  
102 capacity charge.  
103

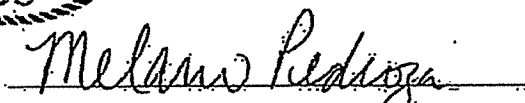
Ordinance 18745 was introduced on 4/30/2018 and passed by the Metropolitan King County Council on 6/11/2018, by the following vote:

Yes: 8 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr.  
McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles and  
Ms. Balducci  
No: 0  
Excused: 1 - Mr. Dunn




KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
J. Joseph McDermott, Chair

  
Melani Pedroza, Clerk of the Council

APPROVED this 19 day of JUNE, 2018.

  
Dow Constantine, County Executive

RECEIVED  
2018 JUN 19 PM 2:05  
CLERK  
KING COUNTY COUNCIL

Attachments: A. Wastewater Treatment Division Financial Plan for the 2019 Proposed Sewer Rate

Attachment A: Wastewater Treatment Division Financial Plan for the 2019 Proposed Sewer Rate Ordinance 18745

	2017 Unaudited	2018 Forecast	2019 Forecast	2020 Forecast	2021 Forecast	2022 Forecast	2023 Forecast	2024 Forecast
<b>CUSTOMER EQUIVALENTS (RCEs)</b>								
<b>MONTHLY RATE</b>	757.24	701.79	765.39	770.73	775.59	780.31	785.15	790.02
% Increase	\$44.22	\$44.22	\$45.33	\$45.33	\$47.37	\$47.37	\$48.45	\$48.66
<b>BEGINNING OPERATING FUND</b>	5.21%	0.00%	2.51%	0.01%	4.50%	0.00%	2.27%	2.3%
<b>OPERATING REVENUE:</b>								
Customer Charges	\$ 59,882	\$ 61,055	\$ 62,212	\$ 62,800	\$ 63,250	\$ 63,930	\$ 64,414	\$ 64,902
Capacity Charge	\$ 401,850	\$ 404,234	\$ 418,860	\$ 413,277	\$ 440,852	\$ 443,608	\$ 456,403	\$ 469,818
Other Income	62,630	75,623	81,204	87,187	93,513	100,266	104,888	109,814
Investment Income	17,014	13,957	14,381	14,818	15,270	15,595	15,933	16,284
Rate Stabilization	5,886	7,221	8,158	6,925	9,765	11,261	12,078	12,800
<b>TOTAL OPERATING REVENUES</b>	\$ 507,280	\$ 501,035	\$ 520,403	\$ 520,207	\$ 559,401	\$ 584,128	\$ 608,328	\$ 627,504
<b>OPERATING EXPENSE</b>	(148,952)	(159,620)	(165,500)	(170,000)	(176,800)	(185,640)	(194,922)	(207,469)
<b>DEBT SERVICE PART - DEBT (and WIFIA)</b>	(159,560)	(164,423)	(172,188)	(169,270)	(176,719)	(188,757)	(201,226)	(211,387)
<b>DEBT SERVICE PART - LIEN OBLIGATIONS</b>	(53,995)	(50,215)	(42,672)	(50,238)	(52,498)	(52,343)	(50,017)	(49,042)
<b>SUBORDINATE DEBT SERVICE</b>	(26,263)	(53,080)	(52,069)	(51,800)	(50,087)	(52,700)	(49,152)	(46,381)
<b>DEBT SERVICE COVERAGE PART DEBT</b>	2.25	2.08	2.06	2.12	2.17	2.10	2.05	1.89
<b>DEBT SERVICE COVERAGE TOTAL PAYMENTS</b>	1.50	1.28	1.33	1.32	1.37	1.35	1.38	1.29
<b>AMORTIZATION OF VARIABLE RATE DEBT</b>	(920)	(1,685)	(1,778)	(1,875)	(1,973)	(11,178)	(12,295)	(12,981)
<b>LIQUIDITY RESERVE CONTRIBUTION</b>	(1,173)	(1,157)	(688)	(450)	(800)	(894)	(928)	(1,255)
<b>TRANSFERS TO CAPITAL</b>	(74,533)	(87,681)	(98,155)	(95,042)	(109,627)	(100,047)	(109,078)	(84,735)
<b>RATE STABILIZATION RESERVE</b>	\$ 48,250	\$ 46,250	\$ 46,250	\$ 46,250	\$ 46,250	\$ 31,050	\$ 12,000	\$ 12,000
<b>OPERATING LIQUIDITY RESERVE BALANCE</b>	14,805	15,992	16,550	17,000	17,680	18,561	19,492	20,747
<b>OPERATING FUND ENDING BALANCE</b>	\$ 01,055	\$ 62,212	\$ 82,000	\$ 63,250	\$ 63,930	\$ 50,414	\$ 31,492	\$ 32,747
<b>CONSTRUCTION FUND</b>								
<b>BEGINNING FUND BALANCE</b>	\$ 92,078	\$ 77,445	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,001	\$ 5,001	\$ 5,000
<b>REVENUES:</b>								
Parity Bonds				15,552	184,637	179,284	157,088	139,595
Variable Debt Bonds (new money only)	50,000							
Interim Debt						11,170	12,295	12,981
SRF Loans & WIFIA Parity Debt, 2020	26,471	28,190		134,500				
Other (Bridgwater, 2013-2020)	500	19,779	112,576	14,084	500	500	500	500
Transfers From Operating Fund	74,533	87,681	98,155	95,042	109,627	100,847	109,078	84,735
<b>TOTAL REVENUES</b>	\$ 151,504	\$ 135,650	\$ 210,731	\$ 259,177	\$ 274,764	\$ 291,019	\$ 279,760	\$ 237,780
<b>CAPITAL EXPENDITURES</b>	(182,197)	(200,020)	(219,709)	(283,480)	(267,466)	(275,666)	(285,134)	(225,617)
<b>DEBT ISSUANCE COSTS</b>	(250)	(500)		(311)	(3,293)	(3,500)	(3,156)	(2,792)
<b>BOND RESERVE TRANSACTIONS</b>	10,000		7,811	2,830	(6,285)	(13,026)	(11,470)	(10,141)
<b>ADJUSTMENTS</b>	15,927	425	1,167	1,094	2,281	459	0	761
<b>ENDING FUND BALANCE</b>	\$ 77,445	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,001	\$ 5,001	\$ 5,000	\$ 5,001
<b>CONSTRUCTION FUND RESERVES</b>								
Parity Reserve Account	150,491	150,491	142,660	139,750	146,035	150,051	170,530	180,672
SRF Reserve Account	11,812	12,873	13,485	13,666	13,358	12,889	12,899	12,137
Asset Management & Bridgwater Settlement	159,939	140,680	28,584	15,000	15,000	15,000	15,000	15,000
<b>TOTAL FUND RESERVES</b>	\$ 322,042	\$ 304,024	\$ 184,749	\$ 168,416	\$ 174,394	\$ 188,960	\$ 196,429	\$ 207,809
<b>CONSTRUCTION FUND BALANCE</b>	\$ 399,487	\$ 309,023	\$ 189,749	\$ 173,416	\$ 179,395	\$ 181,961	\$ 203,430	\$ 212,811



## King County

### Metropolitan King County Council

Melani Pedroza, *Clerk of the Council*

King County Courthouse

516 Third Avenue, Room 1200

Seattle, WA 98104-3272

**Tel: 206.477.1025**

**Email: [melani.pedroza@kingcounty.gov](mailto:melani.pedroza@kingcounty.gov)**

TTY 296-1024

Web: [www.kingcounty.gov/council/clerk](http://www.kingcounty.gov/council/clerk)

JUL 05 2018

June 29, 2018

Ms. Mayene Miller, Finance Director  
City of Black Diamond  
P.O. Box 599  
Black Diamond, WA 98010

Dear Ms. Miller,

#### Monetary Requirements for 2019

The Metropolitan King County Council approved the sewer rate for 2019 and the sewage treatment capacity charge for 2019 with the adoption of Ordinance 18745 on June 11, 2018. A copy of Ordinance 18745 is enclosed for your information.

If you have any questions, please call the Clerk of the Council's Office at 206 477-1020.

Sincerely,

Melani Pedroza  
Clerk of the Council

Enclosure



**King County**

Department of  
Natural Resources and Parks  
Wastewater Treatment Division

the  
next

50

Clean  
Water

& Beyond



## Ratepayer Report 2016

April 2016



Our regional wastewater treatment system has a big job to do. Not only does it operate around the clock to sustain a healthy environment, this vital infrastructure supports economic development that enables our region to thrive.

To keep the system operating reliably as our population grows, King County will need to continue investing in system upgrades and improvements.

This report was developed to share information about the services we provide, and to explain a proposed rate increase of \$2.19 scheduled to go into effect on Jan. 1, 2017. Under the proposal, the monthly wholesale sewer rate of \$42.03 would increase by \$2.19 to \$44.22. The capacity charge of \$58.70 that newly connecting customers pay in addition to their monthly sewer rate would increase by \$2.10 to \$60.80.

The sewer rate provides the revenue to operate our regional treatment facilities, and to inspect and maintain crucial equipment. Rate revenue also covers the cost to recycle valuable resources from the wastewater process, including energy, irrigation water and fertilizer replacements. These products support sustainable communities, mitigate climate change impacts and reduce reliance on fossil fuels. By creating resources from wastewater, we are on our way to becoming a carbon neutral utility by 2017.

The capacity charge revenue goes toward new facilities and system upgrades designed to accommodate our growing population. Since 2000, an additional 380,000 people live and work in King County, and making sure our system capacity keeps pace is an important responsibility.

The 2017-2018 rate proposal ensures that the Wastewater Treatment Division continues meeting regulatory requirements under state and federal environmental laws. It supports Duwamish and Puget Sound cleanup goals, funds programs to recycle valuable resources, and safeguards the health of our residents by regulating the disposal of industrial waste. Ratepayer investments also fund emergency preparedness to ensure our facilities are resilient to flooding, earthquakes, and other crises.

Finally, the proposal protects our credit rating so we can continue obtaining favorable interest rates on money we borrow to make capital improvements.

We hope this report increases your understanding of our utility's commitment to fiscal and environmental stewardship. We appreciate the opportunity to serve you and welcome your questions and comments.

*Our headquarters  
in downtown  
Seattle*

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# The History of Our Mission

## KING COUNTY'S WASTEWATER TREATMENT DIVISION: A CLEAN-WATER AGENCY



from this...



to this...

WTD protects public health and enhances the environment by collecting and treating wastewater while recycling valuable resources for the Puget Sound region.

The natural beauty of the Puget Sound region provides an enviable quality of life for our residents and attracts thousands of visitors and newcomers each year.

But just 50 years ago, our water quality was in serious peril. Millions of gallons untreated sewage flowed daily into Lake Washington, Puget Sound and local rivers, fouling our waterways and recreational beaches.

Tired of pollution and frustrated by the lack of a regional authority to address it, the voters in 1958 established the Municipality of Metropolitan Seattle, better known as Metro. Construction on our two regional treatment plants – South Treatment Plant in Renton and West Point Treatment Plant in Seattle – was completed in the mid-1960s. Within just a few years, water quality began improving and today Lake Washington is one of the world's cleanest urban lakes.

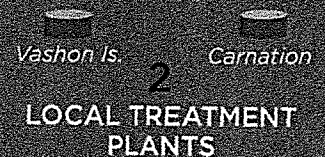
In 1994, King County assumed authority of Metro and its legal obligation to treat wastewater for 34 jurisdictions and local sewer agencies throughout the Puget Sound region.

Today, King County's Wastewater Treatment Division continues its clean-water mission, treating wastewater and recycling its byproducts to create valuable resources such as energy, reclaimed water and biosolids. The division's investments and commitment to the environment will help to ensure our natural resources are protected for the next generation to enjoy.

### FAST FACTS:



424 square miles  
AREA SERVED





# A Regional System—Serving Our Local Partners and You

Under the regional system established by voters in 1958, the 34 sewer utilities within King County's wastewater service area (listed at right) no longer build and operate individual treatment plants. Today, they contract with King County to treat wastewater at one of three regional treatment plants.

The local jurisdictions and sewer utilities operate and maintain more than 5,100 miles of pipelines and numerous pump stations that collect wastewater from homes and businesses and send it to King County's regional system for treatment.

Their monthly sewer bills, which reflect the costs to manage, maintain and upgrade the local sewer collection systems, also include King County's monthly wholesale rate to cover our costs to operate and maintain the regional treatment system.

## Why a regional system?

A regional system is overall more economical because it costs less to build and operate a few large facilities rather than several smaller ones. Costs can also be spread out over a larger customer base, which keeps rates stable while providing high quality service. Finally, the regional system provides flexibility because flows can be directed to other portions of the system during storms or emergencies.



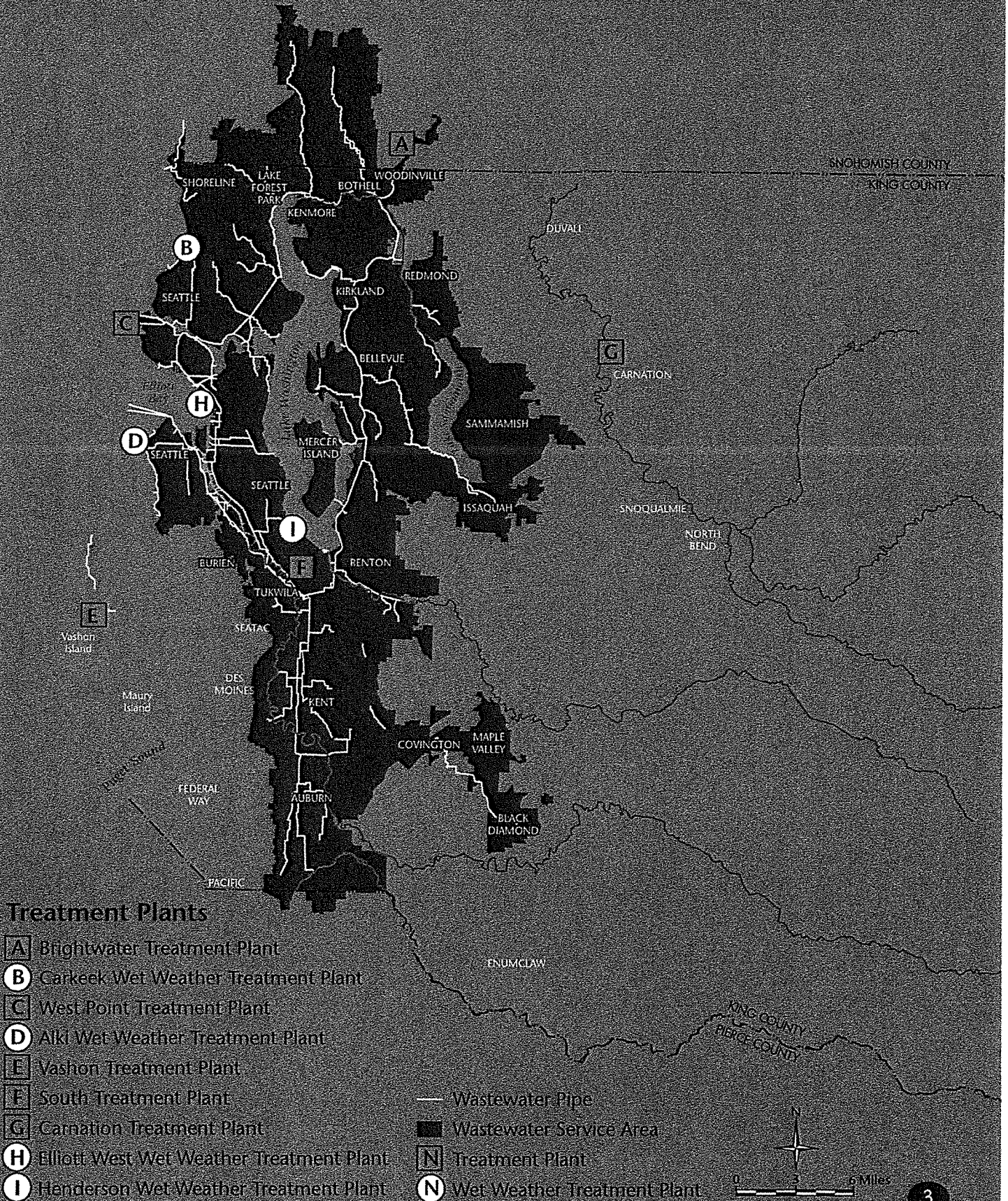
*Clean water starts here. In 2015, WTD guided more than 15,000 community members and students through treatment plant tours, workshops, lectures and exhibits.*



## CUSTOMER AGENCIES SERVED BY KING COUNTY

Alderwood Water & Wastewater District  
City of Algona, Public Works  
City of Auburn, Public Works  
City of Bellevue, Utility Services  
City of Black Diamond, Public Works  
City of Bothell, Public Works  
City of Brier, Public Works  
City of Carnation, Public Works  
Cedar River Water & Sewer District  
Coal Creek Utility District  
Cross Valley Water District  
Highlands Sewer District  
City of Issaquah, Public Works  
City of Kent, Public Works  
City of Kirkland, Public Works  
City of Lake Forest Park, Public Works  
Lakehaven Utility District  
City of Mercer Island, Maintenance  
Muckleshoot Indian Tribe  
Northeast Sammamish Sewer & Water District  
Northshore Utility District  
Olympic View Water & Sewer District  
City of Pacific, Public Utilities  
City of Redmond, Public Works  
City of Renton, Public Works  
Ronald Wastewater District  
Sammamish Plateau Water & Sewer District  
City of Seattle, Public Utilities  
Skyway Water & Sewer District  
Soos Creek Water & Sewer District  
City of Tukwila, Public Works  
Valley View Sewer District  
(formerly Val View Sewer District)  
Vashon Sewer District  
Woodinville Water District

# Our Service Area and Facilities



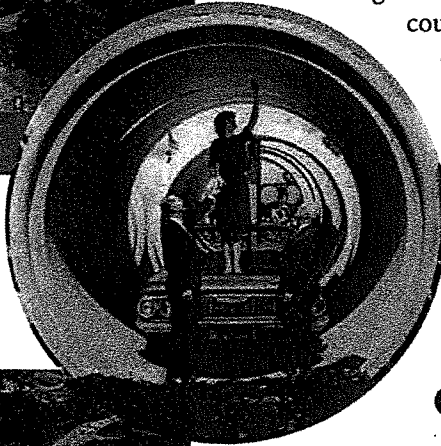


# Our Services



*South Treatment Plant, Renton*

*Sewer system pipe diameter ranges from 12 inches to 16 feet.*



## Treatment

Each day, King County treats about 185 million gallons of wastewater. During severe storms, peak volumes can easily exceed 700 million gallons in a day.

Regardless of weather conditions or flow volumes, the county is required to protect public health and the environment by meeting its water quality permit standards – 24 hours a day, seven days a week.

King County operates three regional wastewater treatment plants, two small local plants and four wet weather plants that treat combined flows of stormwater and wastewater during heavy rains.



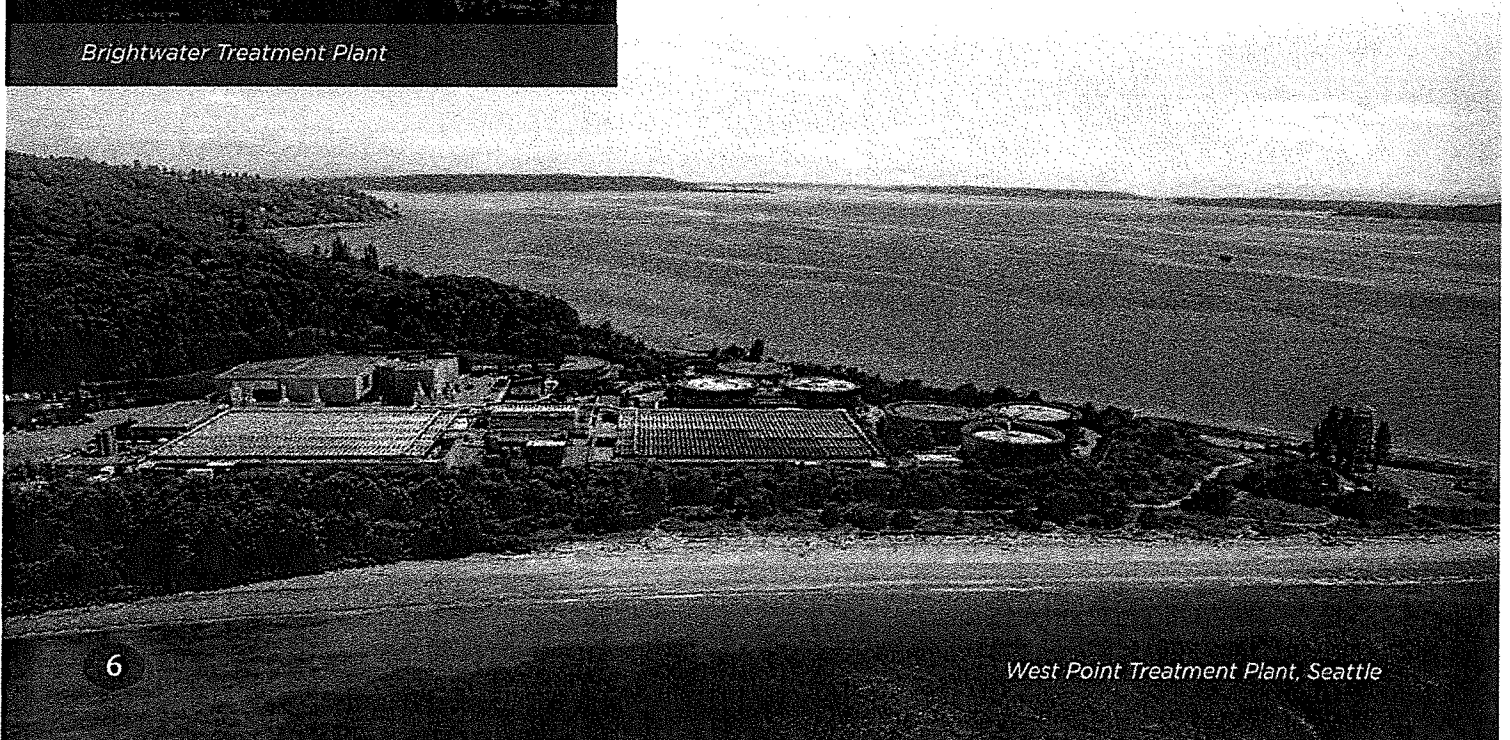
*Brightwater Treatment Plant*

## Conveyance

The county's regional wastewater treatment conveyance system includes 391 miles of pipelines, which is a little more than the round trip distance between Seattle and Portland.

It also includes 47 pump stations and 19 regulator stations that operate around the clock to get your wastewater to a treatment plant.

Division employees continually inspect, monitor and maintain these facilities to ensure reliable operation in all types of weather and flow conditions.

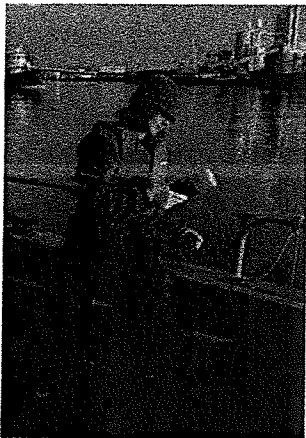


*West Point Treatment Plant, Seattle*

## Resource recovery – creating resources from wastewater

Beyond treating wastewater, the utility continues to invest in programs to harness valuable resources from the treatment process. Through renewable energy production, energy conservation, and carbon and nutrient recycling, the division strives to meet its goal to operate as a carbon-neutral utility by 2020, which means we will make no net release of carbon dioxide to the atmosphere.

## Pollution prevention and cleanup



Working with state and local agencies to keep new and ongoing sources of pollution out of local waters is another important agency responsibility.

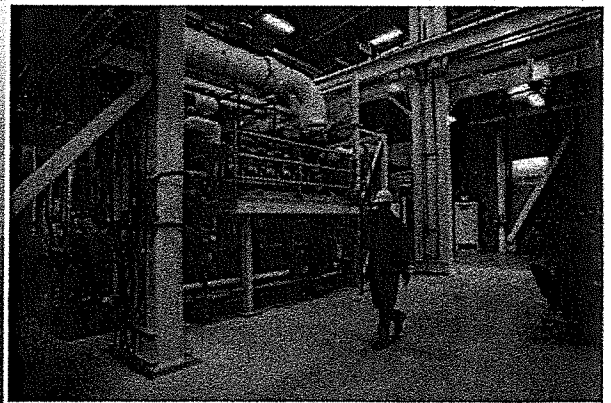
WTD is nearing the finish line on its Protecting Our Waters Program to control overflows of stormwater and sewage that still occur in older parts of Seattle during heavy rains, with its remaining seven projects slated for completion by 2030.

Employees with the Industrial Waste Program will continue enforcing regulations to prevent businesses from discharging harmful substances into the sewer system that could damage the treatment plant, pollute water or kill marine life.



*The division produces about 300 million gallons of high-quality recycled water each year. In response to customer interest in recycled water during the severe and historic 2015 drought that put stress on King County ecosystems, WTD entered new agreements to provide recycled water to the Lake Washington Youth Soccer Association's play fields at 60 Acres Park, and the City of Kirkland for its municipal uses.*

*(Below) Methane gas produced naturally by the treatment process is captured and turned into energy for plant processes or sold to local utilities. WTD also operates cogeneration systems at two of its treatment plants that transform waste gas into electricity that is used onsite or returned to the power grid.*



WTD recycles about 120,000 tons of Loop biosolids annually, which nourishes 7,000 acres of farms and forests. Loop's ability to store carbon and mitigate the effects of greenhouse gas emissions is the equivalent of taking 8,000 cars off the road each year.





## The Wastewater Treatment Process

That flush may be the end for you, but for us, it's where we get started.

On an average day, you'll likely use about 75 to 100 gallons of water. After you flush a toilet, brush your teeth, wash clothes, or take a shower, that "used" water leaves your house, but it doesn't go away.

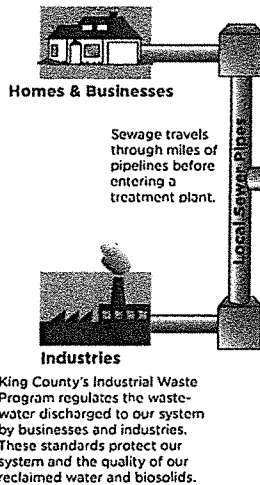
King County works with your local sewer agency to take the sewage from your home or workplace, clean it, recycle it, and return it safely to the environment.

### PROTECTING WATER QUALITY STARTS WITH YOU

- 
**Don't trash the system.** Putting trash, wipes, hygiene products and condoms in the toilet can clog pipes and damage pumping equipment.
- 
**Think "green" when you can.** Choosing environmentally friendly, biodegradable household cleaning and personal care products minimizes the entry of harmful chemicals into the environment.
- 
**Disconnect.** Too much water in the system can create overflows and pollute the environment - disconnect downspouts from the sewer system and redirect them to lawns and gardens.
- 
**Conserve.** Conserving water reduces your monthly bill and prevents excess water from entering the system, so there's less to treat.



### WASTEWATER SOURCES



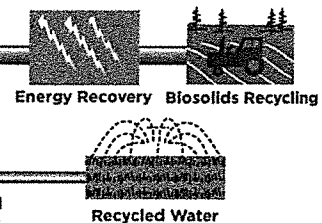
**Combined Sewer Overflows**

Overflows of sewage and stormwater can sometimes occur in older areas of Seattle during heavy rains. Though these combined sewer overflows (CSOs) are 90 percent stormwater, they can impact water quality and pose public health risks. King County's Protecting Our Waters Program will complete work started in 1979 to control these overflows.

### REGIONAL WASTEWATER TREATMENT PLANTS

Once at the treatment plant, water and the organic solids are separated. The water is treated through natural biological processes that use bacteria, oxygen and settling tanks. The end product meets stringent water quality standards prior to discharge.

### RECYCLED & REUSED PRODUCTS



All organic solids removed from the water are treated in a separate biological process that creates nutrient-rich biosolids, which are used as a fertilizer and soil amendment. Waste gas from the digester process is captured and used to run equipment and/or scrubbed and turned into natural gas or electricity.

**Additional treatment**

The treated water is then disinfected and either returned to Puget Sound or treated further and reused for industry or irrigation.



## System Investments

### CAPITAL PROJECTS

King County needs to make sure its regional wastewater system keeps pace with growth and meets permitting standards. Here's an overview of planned projects we're undertaking through 2030 as part of the Regional Wastewater Services Plan, or RWSP, to protect public health, the environment and the economy for both present and future wastewater customers.

- Brightwater Service Area
- West Service Area
- South Service Area
- Carnation Service Area
- Vashon Service Area
- Existing Wastewater Pipeline

### RWSP Recommended Conveyance Projects

#### COMPLETED

- 1 North Creek Storage Facility
- 2 Cascade Interceptor Section 1
- 3 Mill Creek Relief Sewer
- 4 Bellevue Pump Station Upgrade
- 5 Holden Lake Pump Station and Sewer Improvement Project
- 6 Anasazi Pump Station Replacement Project
- 7 Pacific Pump Station
- 8 Fairwood Interceptor Project
- 9 Bellevue Industrial Branch Parallel
- 10 Kirk Auburn Conveyance System Improvements Project

#### IN DESIGN OR CONSTRUCTION

- 11 North Creek Interceptor
- 12 Sunset and Westfield Pump Stations Upgrade Project
- 13 North Mercer Island and Eastside Interceptors Upgrade Project
- 14 North Lake Sammamish Flow Diversion Project
- 15 Lake Hills Drain and NW Lake Sammamish Interceptor Upgrade
- 16 Coal Creek Siphon and Branch Parallel

#### FUTURE (2012 - 2030)\*

- 17 Sammamish Plateau Diversion
- 18 Phelan Creek Interceptor Parallel
- 19 Sammamish Plateau Storage
- 20 Boeing Creek Storage Expansion
- 21 Algonquin Park's Stage 1
- 22 Richmond Beach Storage
- 23 Snoo Pump Station D with Conveyance
- 24 Black Diamond Pump Station II with Conveyance
- 25 Snoo Pump Station B with Conveyance
- 26 Issaquah Storage
- 27 Issaquah Parallel Pipe Storage
- 28 Bryn Mawr Storage
- 29 Issaquah Creek Highlands Storage
- 30 South Redmond Interceptor Parallel
- 31 Factoria Pump Station and Bank Overhaul
- 32 Issaquah Interceptor Section 2 Parallel

\* Includes projects or changes in future projects may occur based on Conveyance System Improvement Program update and any new information gathered in future years.

### Protecting Our Waters Program Projects – Controlling Combined Sewer Overflows (CSOs)

#### COMPLETED

- 1 Burien CSO Control Project
- 2 South Magnolia CSO Control Project
- 3 North Beach CSO Control Project

#### IN DESIGN OR CONSTRUCTION

- 4 Rainier Valley
- 5 Georgetown Wet Weather Treatment Station
- 6 Murray CSO Control Project

#### FUTURE (2015 - 2030)

- 7 West Ship Canal Water Quality Project (Shared Project with Seattle Public Utilities)
- 8 University CSO storage project
- 9 Mandrake CSO storage project
- 10 W. Michigan-Territorial 115 storage project
- 11 Rainier (12 - Lander St - King St - Englewood) CSO treatment facility
- 12 Chelan Ave. CSO storage project

\* Modifications or changes to future projects may occur based on new information gathered in future years.

### Treatment Plant Projects

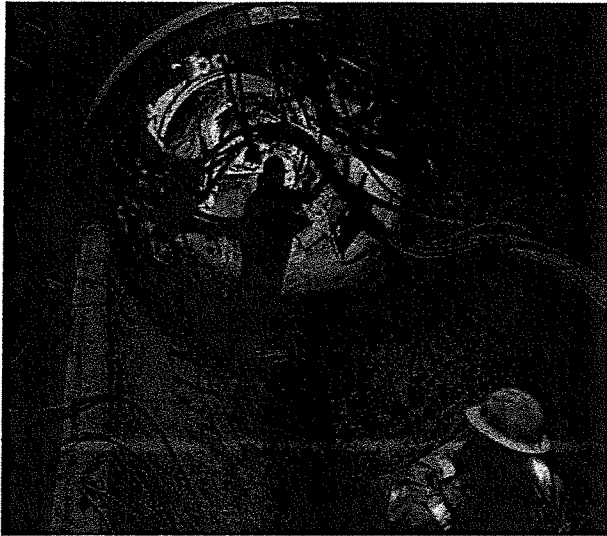
#### COMPLETED

- 1 Upgrades to Vashon Treatment Plant
- 2 Brightwater Treatment System
- 3 Carnation Treatment Plant



# Major Capital Projects Now Underway

Infrastructure investments protect our natural resources and support economic development. Here are some of the larger projects the Wastewater Treatment Division has planned over the next few years.



*In addition to supporting growth and development, the division's capital program generates about 1,300 jobs in the local economy each year.*

**North Creek Interceptor Project:** The County will invest \$22.8 million in 2016 to complete construction to repair and replace a 2-mile pipeline that has been serving the Bothell area since 1970. The new pipeline will increase system reliability and accommodate population growth in this portion of the service area.

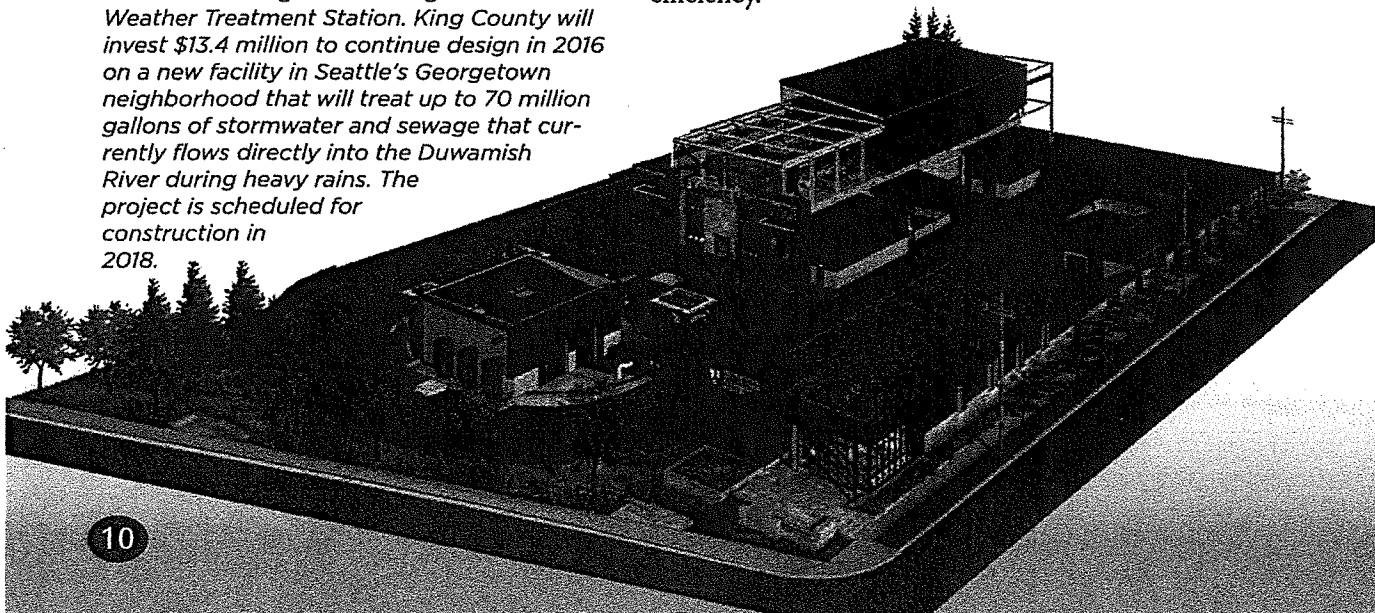
**Lake Hills/NW Lake Sammamish Interceptor Upgrade:** King County will budget \$4 million in 2016 to begin design on a project to upgrade two miles of aging pipeline in Redmond that has been in service for as long as 60 years. The new pipeline will increase system reliability and accommodate population growth.

**Sunset/Heathfield Pump Stations and Force Main Upgrade Project:** In 2016, King County plans to invest \$4.7 million to design two pump stations in Bellevue as well as connecting sewer pipelines. The project also entails upgrading the Eastgate Trunk structure near I-90, which enables wastewater from these pump stations to get to King County's South Treatment Plant in Renton.

**North Mercer Island and Enatai Interceptors Upgrade:** In 2016, King County will budget \$1.7 million to continue project planning and design to replace sewer pipelines that have served neighborhoods in North Mercer Island, southwest Bellevue and the town of Beaux Arts Village since 1970.

**South Treatment Plant Improvements:** King County plans to invest \$12.7 million to replace or upgrade critical treatment plant equipment including pumps, motors, and drives, which will improve system reliability, reduce maintenance costs and increase energy efficiency.

*Artist's rendering of the Georgetown Wet Weather Treatment Station. King County will invest \$13.4 million to continue design in 2016 on a new facility in Seattle's Georgetown neighborhood that will treat up to 70 million gallons of stormwater and sewage that currently flows directly into the Duwamish River during heavy rains. The project is scheduled for construction in 2018.*



**Kent-Auburn Conveyance System improvements Project (Phase B):** This year, King County will invest \$3.1 million to expand the capacity of the wastewater conveyance system in the south portion of its service area. Construction will include installing new sewer lines and replacing aging pipes in Pacific, Algona and Auburn. Work will also include modifications to piping at the Pacific Pump Station in Pacific.

**Lower Duwamish Waterway Superfund:** King County will budget \$4.8 million to continue working with Boeing, the City of Seattle and the Port of Seattle Superfund to address historically contaminated sediments in the Lower Duwamish Waterway.

**Conveyance System H2S Corrosion Rehabilitation:** King County will invest \$3.9 million to repair and replace sewer pipelines throughout its service area that are deteriorating or damaged as a result of corrosion caused by hydrogen sulfide gas, which commonly occurs in sewage.

**WTD Resiliency and Recovery Program:** King County plans to invest \$2.7 million to assess and retrofit sewer infrastructure and buildings in preparation for potential seismic events. The program goal is to protect public safety by avoiding or minimizing critical system damage that could occur during a natural disaster.

**Fremont Siphon Replacement Project:** King County is budgeting \$12 million to begin construction on a new pipeline beneath the Lake Washington Ship Canal to carry untreated wastewater from Seattle's Fremont neighborhood to the West Point Treatment Plant in Magnolia. The current pipeline has been in service for more than 100 years.

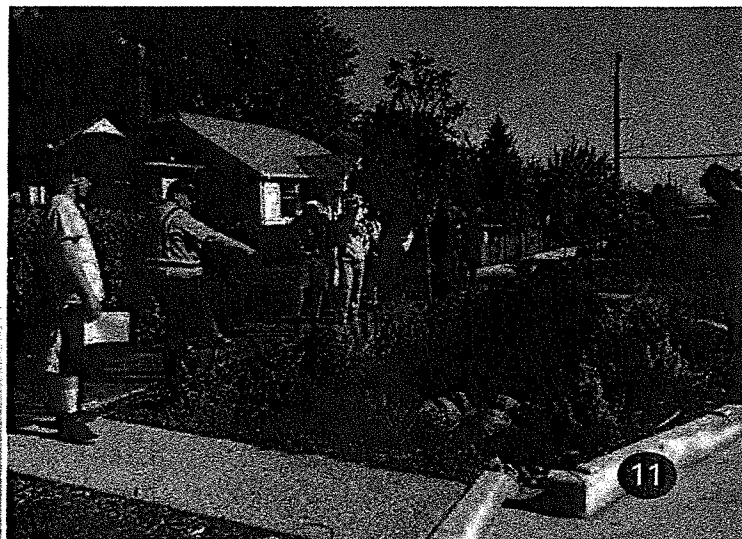
**Rainier Valley Wet Weather Storage Project:** In 2016, King County is budgeting \$9.7 million to begin construction a new underground tank and sewer pipelines in Seattle's North Beacon Hill and Columbia City neighborhoods, which will control overflows of stormwater and sewage into the Duwamish River during heavy rains.

**West Point Treatment Plant Improvements:** King County plans to invest \$12 million on a number of improvements at its largest treatment plant. Projects include upgrading and replacing aging equipment to ensure reliable operation and continued compliance with permit conditions.



**Murray Combined Sewer Overflow Control Project:** In 2016, King County will invest \$12.5 million to complete construction on an underground storage tank at its Murray Pump Station in West Seattle. The tank is designed to contain up to 1-million gallons of stormwater and wastewater during heavy rains, which will protect public health and the environment by controlling combined sewer overflows that occur near Lowman Beach Park.

*Green infrastructure investments also support pollution control goals. King County has partnered with Seattle Public Utilities on the RainWise Program, which offers incentives to property owners who install rain gardens or cisterns that keep excess stormwater out of the sewer system.*



## Protecting our assets

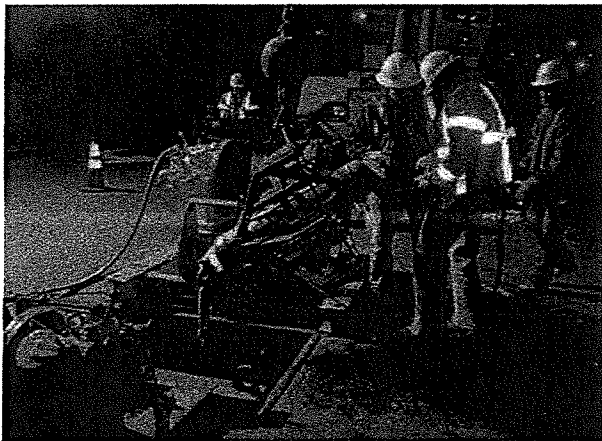
It would cost well over \$20 billion to build King County's wastewater system from the ground up today, and the value of our facilities as they now stand is estimated at about \$4 billion.

Naturally, we put a high priority on managing and maintaining our buildings, treatment plants, pump stations, manholes, pipelines, as well as the property surrounding them.

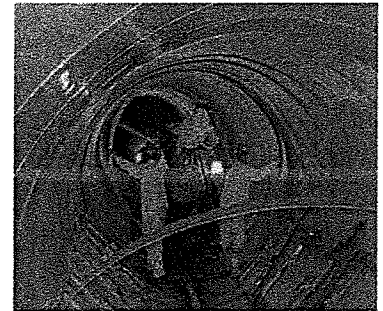
The county's Asset Management Program oversees inspection of the regional treatment system, repairing and replacing aging facilities and developing plans to address ongoing system issues.



*One of our biggest ongoing asset management challenges is directly related to the age of parts of the collection system – pipe corrosion. Investments in repairing and rehabilitating these aging pipes will help prevent system failures, overflows and costly emergency repairs.*



*Sonar inspections and closed-circuit cameras help inspection crews detect pipe deterioration.*



*Employees install coatings, linings and sealants to extend the life of our pipelines and equipment.*

## Planning for Growth

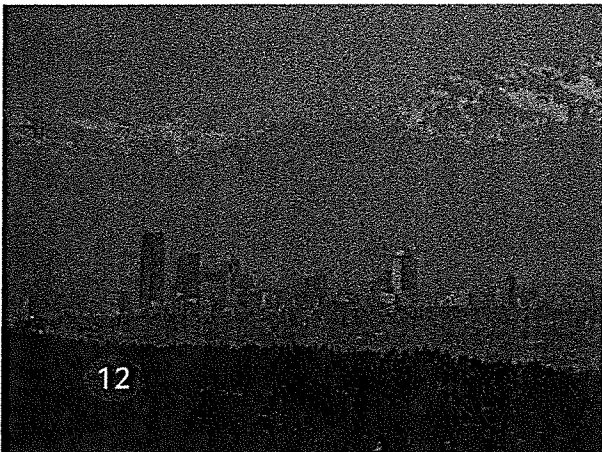
Expanding the system to serve population growth entails long-range planning. It can easily take a decade or more between identifying the need for additional capacity to commissioning a brand new facility.

Because investments in wastewater infrastructure are significant, our system planning has checks and balances to ensure decisions reflect the interest of the regional ratepayers, who ultimately pay for these investments.

King County carefully reviews local comprehensive plans and compares growth projections to census data and population forecasts prepared by the Puget Sound Regional Council. The county also looks at its own wastewater flow and monitoring data, which has historically proved highly accurate and reliable.

The Wastewater Treatment Division regularly delivers reports on the status of its comprehensive plans to the King County Council and other stakeholders. The County Council presides over the budget process and votes to set sewer rates, providing additional oversight on financial matters.

Though clean water is our ultimate goal, the Wastewater Treatment Division also defines success by running a well-managed agency that meets or surpasses state and federal pollution control requirements.



# Where does your money go?

King County's wastewater utility is entirely funded by the ratepayers who invest in our programs and services through their monthly rate and capacity charge bills. Service excellence through efficiency and prudent financial practices is also important to delivering ratepayer value.

## Bond ratings

Moody's and Standard & Poor's reaffirmed the utility's strong credit ratings in 2016, citing consistent financial performance, a large and economically diverse service area, and satisfactory debt service coverage.

These favorable credit ratings lower the cost of borrowing by reducing the amount of debt service, which, in turn, reduces impacts to the rate.

In 2015 and early 2016, the division refinanced \$1.1 billion in bonds that will save \$225 million over the next three decades.

Since 2000, various refinancings of King County's bonds have saved the utility almost \$525 million in debt costs.

## Revenues

King County's adopted wastewater budget for 2016 includes about \$366.9 million in revenue from the monthly sewer rate and about \$60.3 million in revenue from the capacity charge. The 2016 budget also includes about \$2.1 million from investments and about \$11.7 million from other income such as fees for industrial waste permits, septic waste processing and rate stabilization funds.

## Expenditures

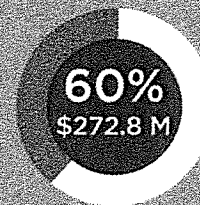
Of the total revenue (about \$453.9 million), the Wastewater Treatment Division is budgeted to spend about \$141.4 million to operate and maintain its facilities and about \$177 million for planning, designing and building facilities.

King County borrows bonds to fund the cost of construction projects under its capital improvement program.

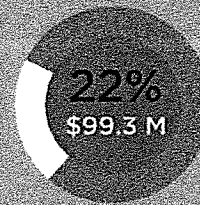
In 2016, the \$453.9 million in operating revenue is allocated as shown in the figure to the right.

## 2016 EXPENDITURES

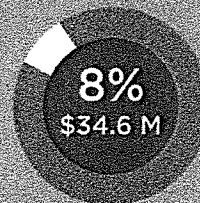
Operating revenue: \$453.9 million



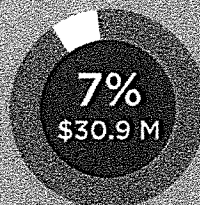
TREATMENT



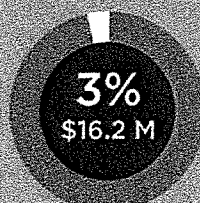
CONVEYANCE



OTHER  
(Environmental Laboratory  
Central Functions  
& Minor Asset Mgmt.)



CSO



BIOSOLIDS, I&I,  
REUSE & LAB



# The rate and capacity charge – what's the difference?

## INVESTMENTS IN INFRASTRUCTURE FUNDED BY THE RATE AND CAPACITY CHARGE

In 2017-18, the King County Executive will propose increasing the current \$42.03 monthly wholesale sewer rate by \$2.19, bringing this rate to \$42.22. The proposal will also recommend an increase in the capacity charge from the current rate of \$58.70 to \$60.80.

The rate increase will help cover the cost of the debt service on the bonds issued to pay for vital capital improvement projects and provide revenue to cover the cost of maintaining and operating our existing system. It will also enable repair and replacement of aging equipment and facilities so the system operates reliably and continues meeting stringent state and federal permit requirements.

The capacity charge increase will fund the cost to expand the system and build new facilities to serve our growing region.

The modest rate increase incorporates proposed changes in King County's sewer utility financial policies that would reduce the Wastewater Treatment Division's outstanding debt by \$582 million by 2030.

These changes would include more cash-financing for the division's capital projects and paying off short-term debt earlier.

Continued investment in our clean-water infrastructure will ensure it continues to operate reliably and meets environmental standards, protecting our natural resources and quality of life for the next generation to enjoy.

## The rate supports operation and maintenance

The monthly wholesale sewer rate paid by all customers generates the revenue needed to cover the cost of maintaining, operating and supporting our existing system and covering debt service on the bonds we issue to fund facilities currently in use.

## The capacity charge supports system expansion

Since 1990, King County has levied a capacity charge on new connections to the sewer system that new customers pay in addition to their monthly sewer bill for a period of 15 years. The capacity charge covers the cost of new projects and system expansions to serve population growth. The Wastewater Treatment Division directly bills newly connecting customers for the capacity charge.

The capacity charge is billed monthly over 15 years, but property owners have many options for payment, including paying the balance in full at the time of purchase or paying it off early with no penalty.

## Questions about the capacity charge?

Division employees are available to help property owners and real estate professionals better understand the capacity charge, when it might apply and the range of payment options available. Please call 206-296-1450 or 711 TTY, or visit us online at <http://www.kingcounty.gov/capacitycharge>.

## About us

Headquartered in downtown Seattle, King County's Wastewater Treatment Division has been committed to protecting and improving water quality for 50 years. The agency employs about 600 people who plan, design, build and operate the treatment facilities. Our employees also enforce regulations to reduce harmful waste discharged to the system, and we educate the public and businesses on ways to protect water quality.

To our agency, success means clean water. It means honoring our legacy of environmental success while keeping a promise to maintain it for another generation.

It also means being fiscally responsible and accountable to the ratepayers we serve.

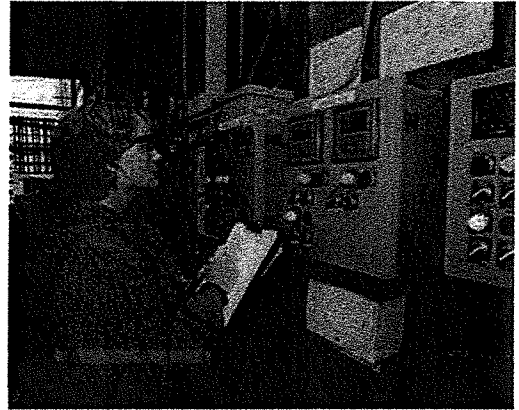
## Continuous Improvement and Lean

King County Executive Dow Constantine's directive for Continuous Improvement empowers division employees to identify efficiencies that save money, streamline processes and deliver greater ratepayer value. Through Lean principles, employees and managers strive to work more effectively and maximize the value of existing resources. The division's Bright Ideas program encourages creative problem-solving throughout the organization, particularly among front-line employees who are often the first to spot opportunities for improvement. Over the past two years, the division's efficiency-driven culture saved ratepayers \$750,000.

## Community Matters

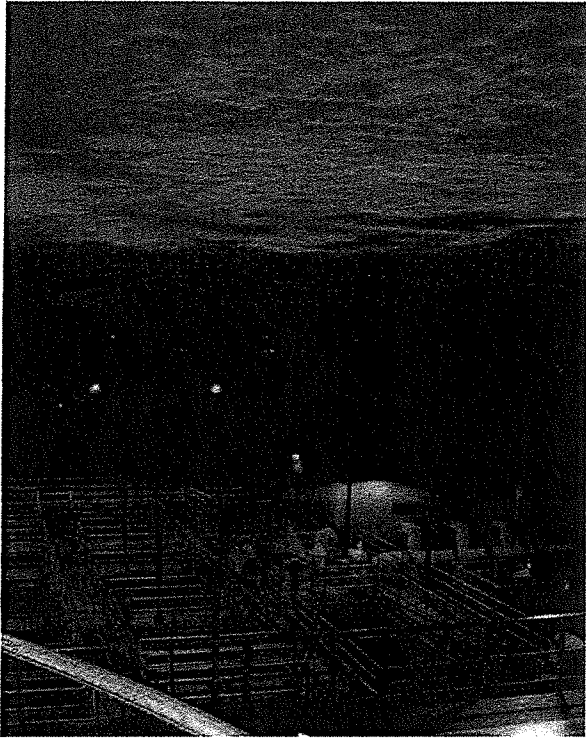
The Wastewater Treatment Division offers many opportunities for people to be involved in upcoming projects and stay informed about clean-water issues.

Arrange a free tour of one of our treatment facilities for your school or community group, schedule a speaker for a neighborhood meeting, or get additional detail about projects, programs by visiting us online at [www.kingcounty.gov/wtd](http://www.kingcounty.gov/wtd) or by calling 206-477-5371 or 711 TTY.



# Awards

WTD earned awards recognizing its commitment to excellence in operations and project planning and delivery:



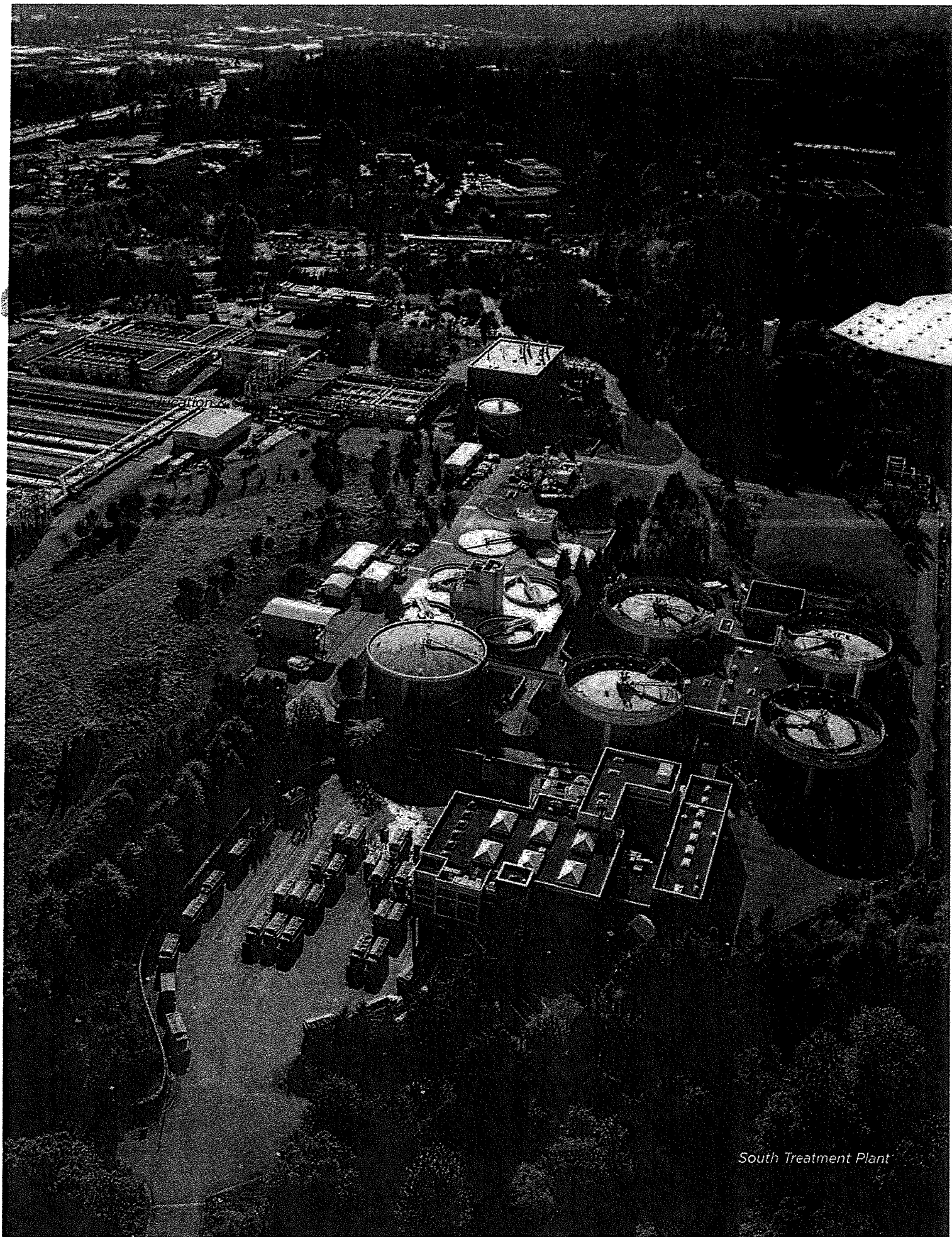
*Carnation Treatment Plant*



*Brightwater Education & Community Center*

- ✦ **Brightwater Education & Community Center**, 2015 Public Education Program of the Year; WaterReuse
- ✦ **West Point Treatment Plant Energy Purchasing Partnerships**, 2015 Outstanding Case Study Award; Sustainable Purchasing Leadership Council
- ✦ **South Magnolia CSO Control Gravity Sewer Pipeline**, Honorable Mention 2015 New Installation Project of the Year; Trenchless Technology
- ✦ **Carnation Treatment Plant**, 2014 Outstanding Wastewater Plant Award; Washington State Dept. of Ecology
- ✦ **Vashon Treatment Plant**, 2014 Outstanding Wastewater Plant Award; Washington State Dept. of Ecology
- ✦ **South Treatment Plant**, 2014 Outstanding Wastewater Plant Award; Washington State Dept. of Ecology
- ✦ **West Point Treatment Plant**, Peak Performance Platinum Award (for 2014 calendar year); National Association of Clean Water Agencies (NACWA)
- ✦ **South Treatment Plant**, Peak Performance Platinum Award (for 2014 calendar year); National Association of Clean Water Agencies (NACWA)
- ✦ **Brightwater Treatment Plant**, Peak Performance Silver Award (for 2014 calendar year); National Association of Clean Water Agencies (NACWA)
- ✦ **Carnation Treatment Plant**, Peak Performance Gold Award (for 2014 calendar year); National Association of Clean Water Agencies (NACWA)
- ✦ **Vashon Treatment Plant**, Peak Performance Gold Award (for 2014 calendar year); National Association of Clean Water Agencies (NACWA)
- ✦ **Willows Run Golf Course** (partner with WTD), 2015 Green Globe Award: Leader in Beneficial Use of Recycled Water; King County





*South Treatment Plant*



# Ratepayer Report

Alternative formats available.  
Call 206-477-5371 or TTY Relay: 711

Printed on recycled paper. Please recycle.

File: I604\_5381L\_WTDratepayerReport.indd 1pre

## Contact us



### King County

Department of Natural Resources and Parks  
**Wastewater Treatment Division**  
201 S. Jackson St. KSC-NR-0503  
Seattle, WA 98104

Phone: 206-477-5371, 711 TTY  
Web: [www.kingcounty.gov/wtd](http://www.kingcounty.gov/wtd)  
Email: [website.wtd@kingcounty.gov](mailto:website.wtd@kingcounty.gov)

@KingCountyWTD



*Creating Resources from Wastewater*

**City of Black Diamond**  
**Monthly Utility Rates**  
**Rate Increase Comparison 2016-2019**

Rate Comparison for 1000 cu ft. Water

	Jan-16	Jan-17	Jan-18	Jan-19	Increase	Ordinance	Percentage
Water	\$64.87	\$64.87	\$64.87	\$64.87	\$0.00	13-1005	0%
Metro Sewer	\$42.03	\$44.22	\$44.22	\$45.33	\$1.11	18-XXXX	2.51%
City Sewer	\$20.23	\$20.51	\$21.02	\$21.78	\$0.76	13-1007	3.60%
Stormwater	\$16.00	\$16.00	\$16.00	\$16.00	\$0.00	13-1008	
<b>Total</b>	<b>\$143.13</b>	<b>\$145.60</b>	<b>\$146.11</b>	<b>\$147.98</b>	<b>\$1.87</b>		<b>6.11%</b>
<b>Total monthly</b>	<b>Increase of 06 cents a day</b>						

Monthly Rate Comparison for 1000 cu ft. Lifeline customer

	Jan-16	Jan-17	Jan-18	Jan-19	Increase	Ordinance	Percentage
Water	\$32.43	\$32.43	\$32.43	\$32.43	\$0.00	13-1005	0%
Metro Sewer	\$42.03	\$44.22	\$44.22	\$45.33	\$1.11	18-XXXX	2.51%
City Sewer	\$10.12	\$10.26	\$10.51	\$10.89	\$0.38	13-1007	3.60%
Stormwater	\$8.00	\$8.00	\$8.00	\$8.00	\$0.00	13-1008	
<b>Total</b>	<b>\$92.58</b>	<b>\$94.91</b>	<b>\$95.16</b>	<b>\$96.65</b>	<b>\$1.49</b>		<b>6.11%</b>
<b>Total monthly</b>	<b>Increase of .05 cents a day</b>						

mm/Oct 2018



# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION												
<b>SUBJECT:</b> <b>Resolution accepting and authorizing the Mayor to execute a Grant Agreement between the Office of the Secretary of State, Archives and Records Management Division, and the City of Black Diamond</b>	<b>Agenda Date: November 1, 2018 AB18-091</b>											
	Mayor Carol Benson											
	City Administrator											
	City Attorney David Linehan											
	City Clerk – Brenda L. Martinez	X										
	Com Dev/Nat Res – Barb Kincaid											
	Finance – May Miller											
	MDRT/Ec Dev – Andy Williamson											
	Police – Chief Kiblinger											
	Public Works – Seth Boettcher											
Cost Impact (see also Fiscal Note): \$8,800	Court – Stephanie Metcalf											
Fund Source: -- General Fund (grant monies)												
Timeline: Dec 2018 – May of 2019												
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator												
<b>Attachments: Resolution; Grant Agreement; Exhibit A; Award Letter; Grant Application Submittal</b>												
<b>SUMMARY STATEMENT:</b>  <p>In July of 2018 staff submitted a grant application to “Organize the File Room” with the Archives and Records Management Division. We were notified in October our application was selected to receive grants funds in the amount of \$8,800.</p> <p>The scope of the project is to use these grant funds to address the critical need to protect the historic/vital records through releasing to the Regional Archives. Complete an inventory of the Community Development department records and to provide for adequate storage space. Also included is training for continued adherence to retention schedules and proper disposition annually. Temporary staff will be used to remove duplicates, inventory, re-box, label, and identify boxes for destruction.</p> <p>Summary of Estimated Costs (rounding up):</p> <table> <tr> <td>Temporary Staff</td> <td>\$6,500 (320 hours @ \$18.54 per hour)</td> </tr> <tr> <td>Shredding Services</td> <td>\$1,100 (100 boxes plus service fee)</td> </tr> <tr> <td>Archival Boxes</td> <td>\$ 300 (100 Archival Boxes @ \$2.97 each)</td> </tr> <tr> <td>Shelving Units</td> <td>\$ 900 (Five shelving units)</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>\$8,800</b></td> </tr> </table> <p>Completion date of the project is May 31, 2019.</p> <p><b>FISCAL NOTE (Finance Department):</b> Budget for this grant will be included in the 2018 Budget amendment scheduled for adoption November 15, 2018. Any unspent 2018 funds will be carried over to the 2019 Budget.</p>			Temporary Staff	\$6,500 (320 hours @ \$18.54 per hour)	Shredding Services	\$1,100 (100 boxes plus service fee)	Archival Boxes	\$ 300 (100 Archival Boxes @ \$2.97 each)	Shelving Units	\$ 900 (Five shelving units)	<b>TOTAL</b>	<b>\$8,800</b>
Temporary Staff	\$6,500 (320 hours @ \$18.54 per hour)											
Shredding Services	\$1,100 (100 boxes plus service fee)											
Archival Boxes	\$ 300 (100 Archival Boxes @ \$2.97 each)											
Shelving Units	\$ 900 (Five shelving units)											
<b>TOTAL</b>	<b>\$8,800</b>											

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Finance Committee reviewed this Grant at their October 25, 2018 meeting and recommended forwarding to Council for approval.

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 18-1276, accepting and authorizing the Mayor to execute a grant agreement between the Office of the Secretary of State, Archives and Records Management Division, and the City of Black Diamond.**

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 1, 2018		



**RESOLUTION NO. 18-1276**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
ACCEPTING AND AUTHORIZING THE MAYOR TO  
EXECUTE A GRANT AGREEMENT BETWEEN THE STATE  
OF WASHINGTON, OFFICE OF THE SECRETARY OF  
STATE, ARCHIVES AND RECORDS MANAGEMENT  
DIVISION, AND THE CITY OF BLACK DIAMOND**

**WHEREAS**, a local government grants program was authorized and funded by Chapter 303, State of Washington Laws of 2017; and

**WHEREAS**, the purpose of this program is to help local governments improve their records retention, management and disclosure of public records, as authorized under RCW 40.14.026, through the Archives and Records Management Division's Local Records Grant Program; and

**WHEREAS**, said grants program was established to provide funds to local entities to conduct this program; and

**WHEREAS**, City staff applied for a grant to "Organize the File Room" and by virtue of a competitive process was awarded a grant;

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

**Section 1.** The City Council hereby accepts this grant and authorizes the Mayor to execute a grant agreement between the State of Washington, Office of the Secretary of State, Archives and Records Management Division, and the City of Black Diamond, substantially in the form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF  
NOVEMBER 2018.**

CITY OF BLACK DIAMOND:

---

Carol Benson, Mayor

Attest:

---

Brenda L. Martinez, City Clerk

**GRANT AGREEMENT BETWEEN  
THE STATE OF WASHINGTON,  
OFFICE OF THE SECRETARY OF STATE,  
ARCHIVES AND RECORDS MANAGEMENT DIVISION,  
AND THE  
CITY OF BLACK DIAMOND**

This Grant Agreement is entered into between the state of Washington, Office of the Secretary of State, Division of Archives and Records Management, hereinafter referred to as the "OSOS", and **City of Black Diamond**; hereinafter referred to as the "Grantee."

**RECITALS**

WHEREAS, a local government grants program was authorized and funded by Chapter 303, State of Washington Laws of 2017, and

WHEREAS, the purpose of this program is to help local governments' use technology to improve their records retention, management and disclosure of public records, as authorized under RCW 40.14.026, through the Archives and Records Management Division's Local Records Grant Program.

WHEREAS, said grants program was established to provide funds to local entities to conduct this program, and

WHEREAS, by virtue of a competitive process, this grant is awarded to named Grantee herein, and

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, OSOS and Grantee mutually agree as follows:

**STATEMENT OF WORK**

The Grantee will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work.

The Grantee will perform the work as described and included as set forth in the Award Determination form, attached as Exhibit A.

The Washington State Archives Grant Program requires both the narrative and financial components of program progress reports be completed during the project period. Documentation of expenditures is required. The Grantee shall submit reports to:

Mark Vessey, Coordinator  
Local Records Grant Program  
Washington State Archives  
1129 Washington St SE  
Olympia, WA 90504-0238

The **final report**, due on or before May 31, 2019, must provide a complete summary of the project and of all grant activities as described in the application and Exhibit A. The report **MUST** include a separate, itemized list of costs incurred and copies of receipts, and invoices, etc., to substantiate all figures.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on date of execution, and be completed no later than May 31, 2019, unless terminated sooner as provided herein.



## **PAYMENT**

No funds will be disbursed to the Grantee. All grant funds will be held by OSOS. In consideration for the work conducted as described in Exhibit A, Grantee shall submit invoices for completed work to the OSOS Project Manager for processing by OSOS. This grant is not to exceed amount of \$8800 as prescribed and incorporated by reference herein.

Payment for approved and completed work will be made by warrant or account transfer by OSOS within 30 calendar days of a satisfactorily completed invoice. Satisfactorily completed is defined as having all the information required for processing by OSOS Financial Services. In addition to a Federal Tax ID number, the Grantee must provide OSOS a Statewide Vendor Number (SWV#). Payment cannot be made without these numbers on file. **The Contract number G-6206 and Statewide Vendor number must be referenced on each reimbursement claim in order for the claim to be processed.**

Costs incurred prior to the effective date of the Grant Agreement shall be disallowed under the Grant. Should the Grantee incur costs prior to the effective date of the Grant Agreement, it does so at its own risk. WAC 434-670-020.

## **RECORDS MAINTENANCE AND MONITORING PROJECTS FOR PROGRAM AND FISCAL COMPLIANCE**

Specific accounting requirements for the Local Records Grant Program include but are not limited to:

- All changes to the approved project (project scope, budget, personnel), must be requested in writing to, and approved by, the State Archivist.
- Imaging completed as a result of this grant must meet the Washington State Standards for Production and Use of Microfilm.
- Grant work must be monitored in progress. OSOS staff may visit the work site for review at any time during the project.
- The Grantee is responsible to adhere to their agencies purchasing policies and requirements.

## **GRANT MANAGEMENT**

The Project Manager for each of the parties identified below shall be the contact person for communications regarding the performance of this Grant. Invoices shall be sent to the OSOS Project Manager. Should questions arise during processing of invoices send inquiries to [payables@sos.wa.gov](mailto:payables@sos.wa.gov).

### **Brenda Martinez**

City of Black Diamond  
24301 Roberts Drive  
Black Diamond, WA 98010  
Phone: 360-886-5700  
E-mail address: [bmartinez@blackdiamondwa.gov](mailto:bmartinez@blackdiamondwa.gov)

### **Mark Vessey**

Office of the Secretary of State  
Washington State Archives and Records Management  
1129 Washington St. SE  
Post Office Box 40238  
Olympia, Washington 98504-0238  
Phone: 360.586-7810  
E-mail address: [mark.vessey@sos.wa.gov](mailto:mark.vessey@sos.wa.gov)

## **INDEPENDENT CAPACITY AND INDEMNIFICATION**

The employees or agents of each party who are engaged in the performance of this Grant Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees

or agents of the other party. Each party to this Grant Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents.

**TERMINATION**

Either party may terminate this Grant Agreement upon 30 days' prior written notification to the other party. If this Grant Agreement is so terminated, the parties shall be liable for performance rendered or costs incurred in accordance with the terms of this Grant Agreement prior to the effective date of termination.

**TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Grant Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Grant Agreement may be terminated immediately by written notice of the aggrieved party to the other.

The rights and remedies of the OSOS provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement. Except as otherwise provided in this Grant Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Secretary of State. Nothing in this Grant Agreement shall be construed to limit the parties' choice of a mutually acceptable Alternate Dispute Resolution (ADR) method in addition to the dispute resolution procedure outlined above.

**GOVERNANCE**

In the event of any inconsistency in the terms of this Grant Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules; and
- B. This Grant Agreement and any and all attached exhibits

**GOVERNING LAW**

This Grant Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**IN WITNESS WHEREOF**, the parties have executed this Grant Agreement.

CITY OF BLACK DIAMOND

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Authorized Signatory                      Date  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Sheri Nelson                                      Date  
Deputy Secretary of State

APPROVED AS TO FORM  
Attorney General's Office



**EXHIBIT A****AWARD DETERMINATION  
CITY OF BLACK DIAMOND**

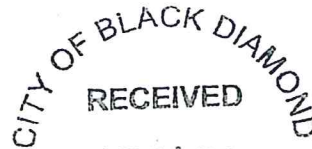
The following table illustrates the grant budget as proposed by your agency - with the items that were funded, and the items that were awarded with conditions.

<b>Budget Item</b>	<b>Amount Requested</b>	<b>Amount Funded</b>	<b>Stipulations/Conditions</b>
Temporary Personnel/ Supplies	\$8,800	<b>\$8,800</b>	Temporary staff will be used to remove duplicates, inventory, re-box, label, and identify boxes for destruction.  Purchase of shelving and Archives boxes.  To be completed by May 31, 2019
<b>TOTAL</b>		<b>\$8,800</b>	Not to exceed amount listed.



Secretary of State

*Kim Wyman*



BY \_\_\_\_\_

CITY HALL

Legislative Building  
PO Box 40220  
Olympia, WA 98504-0220  
Tel: 360.902.4151  
sos.wa.gov

October 1, 2018

City of Black Diamond  
Brenda Martinez  
PO Box 599  
Black Diamond, WA 98010

Dear Brenda,

Congratulations on your selection as one of the award recipients of the 2018-2019 Washington State Archives Local Records Grant Program! A total 170 applications were received requesting over \$2,800,000.

Due to the volume of quality requests, we are not able to fully fund all of the worthy projects that were submitted during this grant cycle. After reviewing all 170 applications, the Archives Oversight Committee has recommended that your grant proposal receive up to \$8,800 for your Organize the File Room Grant. I encourage you to continue working with your regional branch archivist or records consultants to answer any questions you may have regarding your project. To find your local archivist, please visit [www.sos.wa.gov/archives](http://www.sos.wa.gov/archives).

To accept your award, please send a letter of acceptance to Mark Vessey at the Washington State Archives, PO Box 40238, Olympia, WA, 98504-0238. Once your acceptance letter is received, you will be sent a Grant Agreement requiring your signature. This Grant Agreement is necessary for your agency to receive the grant funds.

I am very pleased to make this award announcement to your agency, and I look forward to the successful completion of your very worthwhile project.

Sincerely,

KIM WYMAN  
Secretary of State

STEVE EXCELL  
State Archivist

## **About the Problem**

**How is not having your paper records in order impacting your agency's ability to respond to public records request in a timely manner or to protect records from damage?**

The City of Black Diamond is seeking assistance in facilitating the long-term preservation of city records. The purpose of the project is to establish a program that will protect and preserve the historic, permanent, and essential records of the City, and address both short and long-term records management needs and requirements. Currently the City stores documents in many different areas of the City and it is hard to locate documents for public record requests and to also know what records the City has.

In 2009 the City applied for and was awarded a records grant for scanning and microfilming the City's original ordinances, resolutions, and minutes for both the City Council and Planning Commission. Since that time the City has kept up with that process of scanning those documents.

Following that project the City implemented a records management program and selected two departments (Finance and Clerk) to work with to get their records in order. To date, both departments continue to be on regular schedule for inventorying, applying retention schedules, and destruction. With the program in place for those departments it has lessened the amount of storage needed and has allowed for easy retrieval of documents for public records request.

Over the last several years the amount of record requests the City received has increased tremendously. As an example, in the past we typically received approximately 47 requests and in the past three years we have received over 150 each year. Currently most of the City's record requests are for land use documents. Staff has tried to inventory what records the Community Development department has, however it has been challenging with the small staff in that department. There are approximately 110 boxes of documents that need to be inventoried and retention schedules applied to. This grant would further our records management program in the Community Development department and would provide easy retrieval and access for record requests as we would know where and what documents the City has. The end result is to have an organized file room that can be easily managed by current and future staff.

## **About the Project**

**What is your basic plan/project schedule to complete the work by May 31, 2019?**

### **4<sup>th</sup> Quarter 2018**

Planning meetings, hire temporary staff, training of regular staff who will work on the project.

### **1<sup>st</sup> and 2<sup>nd</sup> Quarter 2019**

Active records: eliminate duplicates, inventory, identify retention schedules, and method of purging.

Inactive records: inventory, evaluate, re-box, label, disposition planned. Preparation of permanent/essential records for transfer to archives.

Evaluation of project and follow-up training meetings with staff.

**What is the cost-breakdown/budget (including quotes) for your project?**

Temporary Staff

320 hours @ \$18.54 per hour -	\$5, 933
Social Security -	\$ 368
Medicare -	\$ 86
Unemployment -	\$ 12
Labor and Industries -	<u>\$ 37</u>
Total	\$6,436

Shredding Services – Approximately \$1,100

100 Archival Boxes @ \$2.97 each – Approximately \$300

5 shelving units – Edsal 72 in. H x 77 in, W x 24 in. D 3-Wire Shelf Steel Storage Rack in Black  
\$163.47 each x 5 = 895.82 x 9.2% (tax) = \$892.55

**Summary of Estimated Costs (rounding up):**

Temporary Staff	\$6,500
Shredding Services	\$1,100
Archival Boxes	\$ 300
Shelving Units	<u>\$ 900</u>
TOTAL	\$8,800

**Estimate the amount of shelving, boxes, etc. you will need (factor in the expected reduction of records from destruction/transfer.**

**Shelving:**

Five shelving units will need to be purchased to establish additional records storage in the records room located in the Fire Department building. Records that are inactive, yet within their retention lifespan are stored there.

**Archive boxes:**

100 boxes

**List the type of work to be carried out by agency staff, temporary staff, vendors consultants and Archives staff.**

State Archives personnel and temporary staff support for the purpose of releasing and aiding City staff for training, project development, and implementation will be needed. Temporary staff will be used to remove duplicates, inventory, re-box, label, and identify boxes for destruction.

**About the Expected Results**

**What improvements in response time to public records requests and protection of public records is expected?**



There are a large number of inactive records in Community Development waiting to be disposed of properly and/or organized to where they can be identified and retrieved as needed. With these records being identified it will allow staff to easily locate, retrieve and make the documents available to the public in a timelier manner, which in turn will decrease staff time spent on searching many boxes of documents.

**What reduction in storage costs is expected from destroying/transferring records past their retention period?**

The reduction in storage costs I expect will be to utilize the shelving units more efficiently. This would be done by destroying and transferring records past their retention and would free up space and make our records room organized.

**What new procedures/training will be in place to prevent the file room from becoming disorganized again?**

Our goal is to secure these grant funds to address the critical need to protect the historic/vital records through releasing to the Regional Archives. Complete an inventory of the Community Development department records and to provide for adequate storage space. Training for continued adherence to retention schedules and proper disposition annually.



























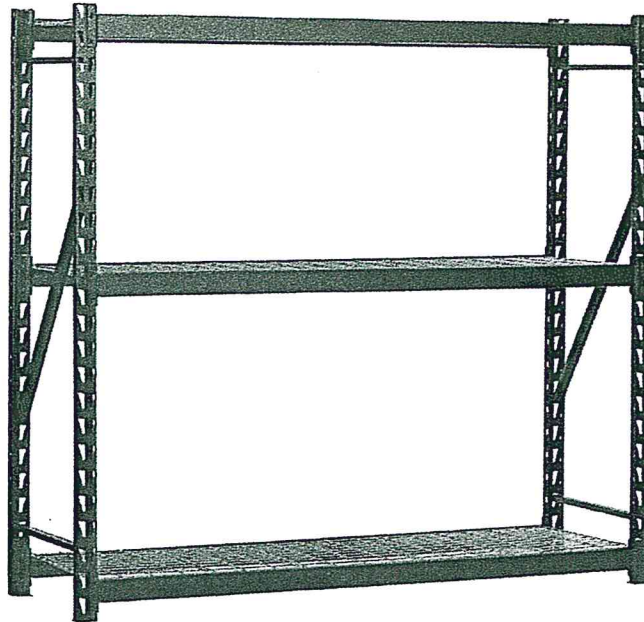






Home / Storage & Organization / Garage Storage / Garage Shelves & Racks / Garage Shelving Units

Model # ERZ772472WL3    Internet #206848007



Share

Save to Favorites

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## Edsal

72 in. H x 77 in. W x 24 in. D 3-Wire Shelf Steel Storage Rack in Black

★★★★☆ (22)    Write a Review    Questions & Answers (15)

- Supports up to 2000 lbs. per shelf
- Adjustable shelves in 3 in. increments
- Unit has steel braces on both end frames for rigidity

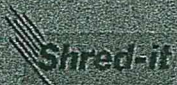
**\$163<sup>47</sup>** /each

Quantity

-	1	+
---	---	---

**Not in Your Store - We'll Ship It There**





## CUSTOMER SERVICE AGREEMENT PURGE SERVICE

Branch Address:  
Seattle, 18709 East Valley Highway Kent, WA 98032, USA

### Client Information

**Sold To Location:**

Company Name: City of Black Diamond  
Address: 24301 Roberts Dr

Tel: (360) 886-5700

Fax:

City: Black Diamond

State/Province: WA

Zip: 98010

### Purge Service

Minimum Type	Minimum Product	Includes	Unit Price
Additive (and)	ON-SITE PURGE - Small Box (≤17 cu.ft. / ≤48L)	10	\$250.00

Service Type: On-Site  
Notes:

Collection Type: Floor

Fuel/Env. Surcharge: Yes

### Pricing Per Unit

Description	Container Type	Quantity	Unit Price
Paper	Blue Bag		\$21.00
Paper	Large Box (>17-53.0 cu.ft.) / (>48-86L)		\$14.00
Paper	Small Box (≤17 cu.ft. / ≤48L)	90	\$7.00
Paper	XL Box (oversized)		\$21.00

### Payment Details

Payment Method: Invoiced

(do not collect credit card information, branch will follow up)

PO# Required: No

PO#:

Blanket:

Liability for Tax: Yes

(check and attach certificate)

100 boxes

Fuel surcharge is 15.5%

tax is 8.6%

\$1,000 Estimate



# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b>	<b>Agenda Date: November 1, 2018 AB18-092</b>	
<b>Resolution adopting yearly addendum to our Agreement with Valley Communications for Dispatch Services</b>	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	X
Cost Impact (see also Fiscal Note): \$.64 increase per call for 2019	Public Works – Seth Boettcher	
Fund Source: -- General Fund	Court – Stephanie Metcalf	
Timeline: 2019		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution; Addendum</b>		
<b>SUMMARY STATEMENT:</b>  This is our yearly addendum to our contract with Valley Communications for dispatch services. Price per call increases from \$41.81 to \$42.45.  <b>Example of budgeted costs broken down (2017 numbers used for call volume assumptions)</b>  2017 CFS 3707 x \$42.45                      = \$157,348 2017 Traffic stops 2400 x \$21.22        = \$50,928.00  FISCAL NOTE (Finance Department): This increase is in the 2019 preliminary budget.		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> The Finance Committee reviewed this at their October 25, 2018 meeting and recommended forwarding to Council for approval.		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 18-1277, authorizing the Mayor to execute and addendum to the agreement for Police Service for Valley Communications for 2019.</b>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
November 1, 2018		

**RESOLUTION NO. 18-1277**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON,  
AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM  
TO THE AGREEMENT FOR POLICE SERVICE FOR VALLEY  
COMMUNICATIONS FOR 2019**

**WHEREAS**, the City is authorized by Chapter 39.34 RCW to enter into agreements with other governmental jurisdictions; and

**WHEREAS**, currently the City of Black Diamond Police Department contracts with Valley Communications for Dispatch Services;

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

**Section 1.** The Mayor is hereby authorized to execute an Addendum to the Emergency Dispatch Agreement for Police Service with Valley Communications for 2019 in the form as attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,  
AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF NOVEMBER 2018.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Carol Benson, Mayor

Attest:

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





A NATIONALLY ACCREDITED COMMUNICATIONS CENTER

**FEE SCHEDULE  
to the  
AGREEMENT  
by and between  
VALLEY COMMUNICATIONS CENTER  
and  
BLACK DIAMOND POLICE DEPARTMENT**

This **SCHEDULE** is supplemental to the **AGREEMENT** between **VALLEY COMMUNICATIONS CENTER** and **BLACK DIAMOND POLICE DEPARTMENT**

This schedule shall remain in effect from **January 1, 2019** thru **December 31, 2019**.

- A.1 The rate shall be **Forty-Two Dollars and Forty-Five Cents (\$42.45)** for each dispatchable call.
- A.2 ACCESS user fees will be charged on a quarterly basis determined by user agency transaction count. Transactions for any given calendar year are used to determine fees for two years past the year when the transaction count was taken.

Signed this **24th** day of **September 2018**.

LORA UELAND  
EXECUTIVE DIRECTOR

\_\_\_\_\_  
MAYOR



# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b>	<b>Agenda Date: November 1, 2018</b>	<b>AB18-093</b>
<b>RH2 contract for the design of the springs, pump house and piping reconstruction.</b>	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barbara Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact \$662,000	Public Works – Seth Boettcher	<b>X</b>
Fund Source: WSFFA Partners	Court – Stephanie Metcalf	
Timeline: 2018-2019		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution; contract and scope, CIP sheet, Current cash flow schedule</b>		
<p><b>SUMMARY STATEMENT:</b> The City has investigated several alternatives at the preliminary design level including: 1) a change in the withdrawal point of the water, 2) compared the cost effectiveness of this project to a purchase of water from Covington or renegotiating a short term contract at a lower rate from the City of Tacoma and 3) alternatives for conveying the water across the Green River. Having settled the direction of the project to 1) leaving the withdrawal points the same, 2) reconstructing the springs, pipes and pumps and 3) a new cable supported pipe across the river, the City is now ready to move forward with full design in 4 phases.</p> <p>RH2 will be supported by Parametrix in a separate contract with the City for structural, geotechnical and surveying.</p> <p><b>FISCAL NOTE (Finance Department):</b> The project was budgeted by council and the costs are covered by Oak Pointe and Palmer Coking Coal according to the terms of the Water Supply and Facilities Funding Agreement.</p>		
<p><b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> The Public Works Committee reviewed this resolution at their October 25, 2018 meeting and recommended forwarding to Council for their approval.</p>		
<p><b>RECOMMENDED ACTION:</b> <b>MOTION to adopt Resolution No. 18-1278 authorizing the Mayor to execute a \$662,000 professional services agreement with RH2 Engineering, Inc. for the design of the Springs, Pump House, and Piping Reconstruction project.</b></p>		

<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 1, 2018		



**RESOLUTION NO. 18-1278**

**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. FOR THE SPRINGS  
RECONSTRUCTION DESIGN AND ENGINEERING**

**WHEREAS**, the City does not have the staff expertise or resources to design the many features involved in the reconstruction of the transmission main, the pump station, the River crossing, and the springs collection capping; and

**WHEREAS**, the City advertised for civil engineering services and received Statements of Qualifications from interested consultants on January 9, 2018; and

**WHEREAS**, RH2 Engineering, Inc. is familiar with the City's water and sewer systems; and

**WHEREAS**, The project has been budgeted for and is financed by Palmer Coking Coal and Oak Pointe through the Water Supply and Facilities Funding Agreement; and

**WHEREAS**, City staff recommends authorizing a professional services agreement with RH2 Engineering, Inc. for this project;

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

**Section 1.** The Mayor is hereby authorized to execute a \$662,000 contract with RH2 Engineering, Inc. for the Springs Reconstruction Project.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF NOVEMBER, 2018.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Carol Benson, Mayor

Attest:

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

## **CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT**

THIS Agreement is made by and between the City of Black Diamond (the "City"), a municipal corporation organized under the laws of the State of Washington, whose address is:

CITY OF BLACK DIAMOND, WASHINGTON  
24301 Roberts Drive  
Black Diamond, WA 98010

Contact: Seth Boettcher      Phone: 360-886-5700      Fax: 360-886-5700

and RH2 Engineering, Inc. ("Consultant"), a corporation, organized under the laws of the State of Washington, doing business at:

RH2 Engineering, Inc.  
22722 29<sup>th</sup> Drive SE, Suite 210  
Bothell, WA 98021

Contact: Geoffrey G. Dillard, PE      Phone: 253-327-1522      Fax: 425-951-5401  
E-mail: gdillard@rh2.com

Tax Id No. 91-1108443

for professional services in connection with the following Project:

Black Diamond Springs Rehabilitation

### **TERMS AND CONDITIONS**

#### **1. Services by Consultant.**

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

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

#### **2. Schedule of Work.**

A. Consultant shall perform the services described in the scope of work expeditiously, with the following goals: 1) Complete the design of Phase 1B by December 31<sup>st</sup>, so that bids can be received and pumps ordered and installed and operational before the end of May 2019. The other phases have permitting and other issues that could delay going to bid. Roughly the goal is to be ready to go to bid on all other phases by the end of 2019 or earlier and construction complete by the end of 2020.

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.



3. **Term.** This Agreement shall commence on the effective date and shall terminate on May 1<sup>st</sup>, 2020 unless extended in writing by the authority of Mayor, upon satisfactory completion of the project or as outlined in Section 8 of this Agreement.

4. **Compensation.**

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$662,000 without written authorization and will be based on the fee schedule attached hereto as Exhibit B, and the billing rates and reimbursable expenses attached hereto as Exhibit C.

5. **Payment.**

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

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice. 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 every effort to settle the disputed portion.

C. 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. Copies shall be made available on request.

D. 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 Revised Code of Washington (RCW) 51.08.195, as required by law, 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 Title 51 RCW, Industrial Insurance.

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

6. **Discrimination and Compliance with Laws**

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

B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.



C. Consultant shall obtain a City of Black Diamond business license prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

7. **Relationship of Parties.** The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

#### 8. **Suspension and Termination of Agreement**

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed to the City's satisfaction. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.



D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

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

10. **Ownership and Use of Work Product.**

A. 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, (collectively, "work product") are 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, including copyright, in any such work product. Any reuse of such work product 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.

B. 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 work product created under this Agreement beyond the use for which it was originally intended without the written authorization of Consultant.

C. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

11. **Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.



**12. Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is Subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

**13. Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession.

**B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.



2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

#### C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

#### D. Acceptability of Insurers

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

#### E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

**15. Notice.** Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Carol Benson  
Mayor

RH2 Engineering, Inc.  
Attn: Geoffrey G. Dillard, PE

24301 Roberts Drive  
Black Diamond, WA 98010

Phone: 360-886-5700  
Fax: 360-886-2592

22722 29<sup>th</sup> Drive SE, Suite 210  
Bothell, WA 98021

Phone: 253-327-1522  
Fax: 425-951-5401

**16. Resolution of Disputes and Governing Law.**

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement or the parties' performance hereunder, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, then any resulting litigation shall be filed in King County Superior Court, King County, Washington, which shall have exclusive jurisdiction and be the exclusive venue for any disputes arising out of or relating to this Agreement.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without reference to its choice-of-law rules. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

**17. General Provisions.**

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.



IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF BLACK DIAMOND,  
WASHINGTON

CONSULTANT

By: \_\_\_\_\_  
Carol Benson  
Mayor

By: Geoffrey G. Dillard

Name: Geoffrey G. Dillard, PE

Title: Principal

Attest:

By: \_\_\_\_\_  
Brenda Martinez  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
David Linehan  
City Attorney



EXHIBIT A

Scope of Work

**EXHIBIT A**  
**Scope of Work**  
**City of Black Diamond**  
**Black Diamond Springs Rehabilitation**  
**Phases 1, 2, and 3**  
October 2018

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## **Background**

The City of Black Diamond (City) relies on natural groundwater springs on the south side of the Green River for its municipal water supply. The Black Diamond Springs (Springs) source includes two (2) active capture and impoundment facilities, an aboveground conveyance system that runs from the springs to the Green River crossing on an early 1900s cable suspension bridge, underground piping to the North Bank Pump Station (NBPS), and several thousands of feet of transmission main that deliver the water to the City's distribution system.

Many of the existing facilities are old, undersized, and vulnerable, most notably the aboveground conveyance system to the river crossing. The older facilities are near the end of their useful service life, difficult to access and maintain, and susceptible to damage or failure due to slope instability.

The purpose of the Black Diamond Springs Rehabilitation project is to repair, replace, and reconstruct the spring water source to enable full use of the City's water right in a long-term, efficient, and reliable manner that meets applicable Washington State Department of Health (DOH) requirements. This project will also increase the system's reliable capacity to fully utilize the City's maximum instantaneous (Qi) water right allocation of 1,410 gallons per minute (gpm) and maximum annual (Qa) water right allocation of 551 acre-feet per year (afy).

Based on previous work conducted by the City, it is assumed for this Scope of Work that a new cable suspension bridge will be constructed to cross the Green River. It is also understood that the City will contract directly with other firms to prepare the bridge design and address the geotechnical and surveying needs of this project. RH2 Engineering, Inc., (RH2) will use and rely upon information and data provided or generated by the City and others.

## **Project Phasing**

1. **Phase 1 – Conveyance System Upgrade.** The system required to deliver spring water to the north side of the river is old, undersized, and vulnerable and should be upgraded, taking into consideration slope stability, pipeline access, permitting, construction and maintenance costs, flooding hazards, etc. The pipe will be replaced, a new suspension bridge will be constructed, and larger pumps will be installed at the NBPS to increase the reliable capacity of the pump station. Phase 1 will be bid in two phases: Phase 1a for the pump station improvements and Phase 1b for the conveyance system improvements.
2. **Phase 2 – Transmission Main Replacement.** The transmission capacity from the NBPS to the City's system is limited due to undersized pipe. In addition, the pipe is constructed of substandard material—asbestos cement (AC). Phase 2 will further augment the system's transmission capacity to fully utilize the City's water rights. Approximately 9,000 linear feet (LF) of transmission main will be replaced.
3. **Phase 3 – Spring Protection Improvements.** The Springs capture and impoundment facilities will be upgraded to reduce vulnerability to damage from natural events, isolate the impacts and risks of

contamination from surface water, reduce manmade contamination risks from maintenance activities, and reduce the likelihood that DOH could reclassify the springs and collection system as Ground Water Under the Influence of Surface Water (GWI).

## Project Schedule

The City's goal is to increase the capacity of the Springs supply as soon as possible. Therefore, Phase 1 will be permitted and constructed first. Phase 1 should increase the deliverable capacity of the Springs from approximately 400 gpm to 950 gpm. Phase 2 should increase the deliverable capacity of the Springs from approximately 950 gpm to 1,410 gpm. It is anticipated that Phase 3 will not increase the Springs capacity, but it will improve reliability and avoid additional treatment requirements to address surface water influence concerns.

The City will contract directly with Parametrix, Inc. (Parametrix) to design the new cable suspension bridge and perform the surveying needs for the project. In addition, the City and Parametrix will work directly with PanGeo, Inc. (PanGeo) to perform the geotechnical investigations required for Phase 1 of this project. Permitting will involve King County and may involve the U.S. Army Corps of Engineers (USACE) and are long lead items.

Although all three phases will be sequenced over time, some tasks can be accomplished concurrently. A single State Environmental Policy Act (SEPA) process will be undertaken for all three phases. In addition, the geological investigation and preparation of engineering geology technical memoranda can be accomplished simultaneously for all three phases. A project report has already been prepared and approved by DOH for Phase 1. However, a second project report will be required for Phase 3.

## Phase 1 – Conveyance System Upgrade

The existing springs collection systems and conveyance pipes from the Black Diamond Springs junction box to the NBPS are undersized, nearing the end of its useful service life, and not adequately secured along the steep-bank section on the south side of the Green River. RH2 will provide the design and permitting documents necessary to prepare the project for construction.

The existing conveyance system is approximately 1,330 LF in length, has two (2) existing pumps, and includes:

- Crossing under a tributary of the Green River on the upper south plateau (*replacement is assumed to be via open-trench construction*);
- Traversing a steep slope section from the upper south plateau to the Green River (*it is assumed that this section will be replaced with a new cable suspension bridge*);
- Crossing the Green River via an existing cable bridge (*it is assumed that this section will be replaced with a new cable suspension bridge*);
- Connecting to the existing NBPS (*assumed via open trench construction*); and
- Replacing the existing pumps at the NBPS.

This project will review the required pipe diameter and pump station upgrades necessary to deliver 1,410 gpm of water supply from the Black Diamond Springs to the City's water system.

## Task 1 – Plans and Specifications

**Objective:** Prepare plans, specifications, and a construction cost estimate for the proposed conveyance system.

**Approach:**



City of Black Diamond  
Black Diamond Springs Rehabilitation

Exhibit A  
Scope of Work

- 1.1 Perform one (1) site visit to review the survey and proposed alignment.
- 1.2 Coordinate with Parametrix and Pan Geo on the proposed bridge. Attend three (3) coordination meetings with City staff and other firms to discuss alignment and design issues. Incorporate Parametrix's bridge design plans and specifications into the overall bid documents.
- 1.3 Evaluate soil corrosivity.
- 1.4 Evaluate and select pump sizes to deliver 950 gpm or 1,410 gpm based on the City's input.
- 1.5 Develop design plans to include the following.
  - Cover sheet and general information sheet.
  - Plan and profile sheets.
  - Access road construction and permanent improvements.
  - Tributary crossing.
  - Slope anchoring system for north bank water main.
  - Mechanical improvements.
  - Structural improvements.
  - Electrical improvements.
  - Telemetry and controls modifications.
  - Construction details.
- 1.6 Perform hydraulic analyses to develop system curves for pump selection and pipe material evaluation.
- 1.7 Evaluate the power requirements and assist the City with confirming load capacity of its power lines to the NBPS.
- 1.8 Develop preliminary specifications based on RH2 modified Washington State Department of Transportation (WSDOT) format. Assemble technical specifications and non-technical documents as needed for the water main work. The City shall provide RH2 with the most current version of the City's standard public works contract documents.
- 1.9 Develop project schedule, quantity schedules and an engineer's estimate.
- 1.10 Perform an internal quality assurance/quality control (QA/QC) review of the plans and technical specifications.
- 1.11 Attend three (3) coordination meetings with City staff to discuss alignment and design issues.
- 1.12 Finalize the plans, bid documents, and specifications based on City review comments and internal quality control review for Phase 1a pump station improvements.
- 1.13 Finalize the plans, bid documents, and specifications based on City review comments and internal quality control review for Phase 1b conveyance system improvements.

**Assumptions:**

- *Parametrix will provide design plans and specifications for inclusion into the RH2-prepared bid packages.*
- *RH2 will utilize the City-provided survey (prepared and updated by Parametrix in 2017).*

- *Plans will be produced in color at a 1-inch equals 20 feet scale.*
- *RH2 is entitled to rely on the accuracy and completeness of any data, information, or materials provided by the City or others in relation to this work.*
- *The City has an easement for access to property not owned by the City, and if additional negotiations are necessary then they will be handled by the City.*
- *The existing power grid can support the load from the new pumps.*
- *The existing telemetry panel will not need any modifications to control the new pumps.*

**Provided by the City:**

- Access to the site for a site visit.
- Access to property not owned by the City.
- Coordination with property owners.
- Construction easement.
- Geotechnical reports.
- Design plans and specifications for the new cable suspension bridge.

**RH2 Deliverables:**

- Attendance at six (6) coordination meetings.
- Project Schedule.
- Two (2) hard copies of the plans, specifications, and probable construction cost estimate, submitted to the City in 11-inch by 17-inch color format for 60-percent and final review.

## **Task 2 – Permitting Assistance**

**Objective:** Identify environmental constraints associated with the proposed project improvements and evaluate the permits needed to accomplish the project. Prepare the permit applications and submit to applicable regulatory agencies. Facilitate permit reviews and approvals by responding to agency requests/questions.

**Approach:**

- 2.1 Compile the background environmental site data available from online public agency sources to guide site investigations and permit compliance, including soils, wetlands, water mapping, sensitive species and habitats, and regulatory requirements.
- 2.2 Attend a pre-application meeting with the City and the King County Department of Development and Environmental Services (KCDDDES). Prepare the permitting documents and respond to KCDDDES comments. *It is assumed that two (2) resubmittals will be required.*
- 2.3 Prepare a SEPA Environmental Checklist and a Conditional Use Permit (CUP) application for City submittal and processing. Attend and assist the City during the permitting intake meeting. *It is assumed that the City will prepare the SEPA Environmental Checklist prior to the submittal of the Shoreline Substantial Development Permit (SSDP) at King County (County). Unless determined otherwise through consultation with City Planning staff, it is assumed that the SEPA Environmental Checklist will be processed under the umbrella of the CUP, and that the Sensitive Areas, Tree Removal, and Clearing/Grading permits would be reviewed concurrently. Consequently, this subtask includes*



*preparation of those permit packages as well. It is assumed that one (1) SEPA Environmental Checklist and CUP will be prepared to address Phases 1 through 3 of the project, with the expectation that a SEPA Environmental Checklist amendment may be needed for Phases 2 and 3 as more project information is developed. Additional documentation for the accompanying permit applications may be needed for Phases 2 and 3 as more project information is developed.*

- 2.4 Prepare the SSDP for County submittal and processing. Prepare Critical Areas Report (CAR) and Mitigation Plan for inclusion with the SSDP. *It is assumed that the SSDP submittal will also include Site and Design Plans (e.g., clearing, grading, erosion control, structural, mitigation, etc.), Geotechnical Investigation and Report, Structural Assessment of the existing bridge, etc. Attend the permitting intake meeting and assist the City, as needed. It is assumed that the SSDP and CAR will address Phases 1 through 3 of the project; however, additional documentation for the accompanying permit applications may be needed for Phases 2 and 3 as more project information is developed.*
- 2.5 Prepare a Hydraulic Project Approval (HPA) application for submittal to the Washington Department of Fish and Wildlife (WDFW) to construct the creek crossing and possibly the river crossing. Work with the City to prepare the application and necessary submittal elements and submit the application on the City's behalf.
- 2.6 Prepare a Joint Aquatic Resource Permit Application (JARPA) for submittal to the USACE and the Washington State Department of Ecology (Ecology) for creek/river crossing work, as needed. This requirement is dependent on the selected method for crossing these waterbodies and will need to be further evaluated. *This subtask assumes that Section 404 approval through the USACE will also require Endangered Species Act (ESA) documentation in the form of a No Effect Letter and Cultural Resources Survey. If required, RH2 would sub-consult with a local cultural firm for the Cultural Resources Survey work. Submittal to USACE will also require specialized 8½-inch by 11-inch project plans.*

#### Assumptions:

- *Existing and newly completed additional survey data from Parametrix is adequate for this project.*
- *The City will submit application forms.*
- *The City will pay all permit fees directly.*
- *The project is not located within the public right-of-way; therefore, a grading permit through the County will be required.*
- *The City already has an easement with the Washington State Parks and Recreation Commission (Parks) and additional negotiations will not be necessary.*
- *Parks will not require additional permit applications.*
- *A Construction Stormwater General Permit (CSGP) will not be required for Phase 1 improvements.*

#### RH2 Deliverables:

- Electronic environmental site data for inclusion in project permit documents in PDF form.
- Documentation of correspondence with regulatory agency staff, meeting agenda and minutes, and associated coordination for site meetings, if needed.
- SEPA Environmental Checklist in PDF form.
- CUP application for City submittal in PDF form.
- CAR that meets both the County and City Sensitive Areas Code requirements in PDF form.



- Mitigation Plan for shoreline impacts – draft, one revision, and final *(to comply with County reviews)* in PDF form.
- Clear/Grade and Grading Permit application meeting both the County and City clearing/grading requirements in PDF form.
- SSDP application for submittal to the County in PDF form.
- HPA and JARPA applications for submittal to WDFW, Ecology, and USACE in PDF form.
- List of anticipated permits and costs included in the DOH project report in PDF form.

### Task 3 – Services During Bidding for Phase 1a

**Objective:** Assist the City in advertising and administering the bids and awarding the construction contracts.

**Approach:**

- 3.1 Produce one (1) set of electronic bid documents to be used for online viewing by prospective bidders. Produce five (5) sets of half-size plans and specifications.
- 3.2 Prepare up to two (2) addenda to the plans and specifications, as needed, to notify prospective bidders of changes and provide clarification.
- 3.3 Respond to contractor questions regarding the project.
- 3.4 Attend the bid opening and assist the City in tabulating the bid results.

**Assumptions:**

- *It is assumed that the City will pay bid advertisement fees directly.*

**Provided by the City:**

- Bid award process and construction contract execution.
- Bid tabulation.
- Reference check of lowest bidder.
- Project award recommendation letter.

**RH2 Deliverables:**

- Plans and specifications for bidders, the City, and RH2 as outlined in subtask 4.1.
- Phone assistance to vendors and bidders during the advertisement phase.
- Up to two (2) addenda, if necessary, in electronic format.

### Task 4 – Services During Bidding for Phase 1b

**Objective:** Assist the City in advertising and administering the bids and awarding the construction contracts.

**Approach:**

Produce one (1) set of electronic bid documents to be used for online viewing by prospective bidders. Produce five (5) sets of half-size plans and specifications.

- 4.1 Prepare up to two (2) addenda to the plans and specifications, as needed, to notify prospective bidders of changes and provide clarification.
- 4.2 Respond to contractor questions regarding the project.

4.3 Attend the bid opening and assist the City in tabulating the bid results.

**Assumptions:**

- *It is assumed that the City will pay bid advertisement fees directly.*

**Provided by the City:**

- Bid award process and construction contract execution.
- Bid tabulation.
- Reference check of lowest bidder.
- Project award recommendation letter.

**RH2 Deliverables:**

- Plans and specifications for bidders, the City, and RH2 as outlined in subtask 4.1.
- Phone assistance to vendors and bidders during the advertisement phase.
- Up to two (2) addenda, if necessary, in electronic format.

## Phase 2 – Transmission Main Replacement

The existing 8-inch-diameter transmission main from the NBPS to the City's system is both undersized and of substandard material (AC). Portions of the water main are installed on sections of steep slope and along an abandoned railroad alignment. RH2 will prepare the bid documents necessary for construction of the transmission main replacement project.

### Task 1 – Plans and Specifications

**Objective:** Prepare plans, specifications, and a construction cost estimate for the proposed transmission main.

**Approach:**

- 1.1 Perform one (1) site visit to review survey and proposed alignment.
- 1.2 Coordinate with the surveyor to obtain topographic information for the proposed alignment. *It is assumed that sub-surface investigation, such as ground penetrating radar (GPR), will be utilized to locate the existing water main.*
- 1.3 Develop preliminary plans to include the following.
  - Cover sheet and general information sheet.
  - Plan and profile sheets.
  - Construction details.
- 1.4 Develop preliminary specifications based on RH2 modified WSDOT format. Assemble technical specifications and non-technical documents as needed for the water main work. *The City shall provide RH2 with the most current version of the City's standard public works contract documents.*
- 1.5 Develop project schedule, quantity schedules and engineer's estimate.
- 1.6 Perform internal QA/QC review of the plans and technical specifications.
- 1.7 Attend three (3) coordination meetings with City staff to discuss alignment and design issues.

- 1.8 Finalize plans, bid documents, and specifications based on City review comments and internal quality control review.

**Assumptions:**

- *RH2 will utilize the City-provided survey for Task 1.1.*
- *RH2 will coordinate with the land surveyor for Task 1.2.*
- *Plans will be produced in color at a 1-inch equals 20 feet scale.*
- *RH2 is entitled to rely on the accuracy and completeness of any data, information, or materials provided by the City or others in relation to this work.*
- *The City has an easement for access to property not owned by the City and additional negotiations will not be necessary.*
- *AC pipe will be abandoned in place and an asbestos abatement plan will not be prepared.*

**Provided by the City:**

- Construction records/reports of the existing transmission main.
- Access to the site for a site visit.
- Access to property not owned by the City, if necessary.
- Coordination with property owners.
- Construction easement.

**RH2 Deliverables:**

- Attendance at three (3) coordination meetings.
- Project Schedule.
- Plans, specifications, and probable construction cost estimate submitted to the City as two (2) hard copy files in 11-inch by 17-inch color format for 60-percent and final review.

## **Task 2 – Permitting Assistance**

**Objective:** Assist the City in preparing and submitting project permits.

**Approach:**

- 2.1 Perform environmental site investigations along the project alignment to inform project permitting efforts.
- 2.2 Prepare the grading permit for submittal to KCDDDES. Work with the City to submit the grading permit application, and associated plans, technical studies, etc., for permit issuance.
- 2.3 Prepare the CSGP Notice of Intent (NOI) and work with the City to publish notices for compliance under the National Pollutant Discharge Elimination System (NPDES) permit. Prepare documentation and the necessary application forms to coordinate work with the overhead power utility operator.
- 2.4 Prepare documentation and assist the City to coordinate with Parks. *It is assumed that two (2) coordination meetings will be required for this phase of the project.*

**Assumptions:**



- *Another pre-application meeting (in addition to the one conducted in Phase 1) will not be needed for this phase of the project.*
- *The SEPA Environmental Checklist will have been completed as part of the Phase 1 efforts and no additional SEPA work will be required for Phase 2. Additionally, the proposed pipe diameter is 12 inches, and not anticipated to cross state waters, thus it would be SEPA exempt.*
- *Critical areas are not present on the Parks property; therefore, no critical areas mitigation or report will be required. If critical areas are determined to be present through environmental site investigations, design can be modified to work around these features, thereby avoiding impacts and necessary permitting.*
- *The existing railroad alignment is considered a roadway prism for permitting processes and culvert crossings and work next to adjacent wetlands will not require additional permitting.*

**Provided by the City:**

- *The City will coordinate directly with private land owners along the alignment (i.e., the gun club).*
- *If Parks requires additional permit applications, then this process will be performed by City staff.*
- *The City will pay all permit fees directly.*

**RH2 Deliverables:**

- Grading permit application and submittal to KCDDDES in PDF form.
- CSGP NOI submittal online.
- Attendance at two (2) Parks meetings.

### **Task 3 – Geologic Review**

**Objective:** Provide engineering geology and geotechnical evaluation to support the transmission main design.

**Approach:**

- 3.1 Conduct site reconnaissance along the transmission main alignment and evaluate the geologic hazards along alignment.
- 3.2 Perform a subsurface investigation at four (4) locations along the alignment, using a City-provided operator and backhoe. Collect soil samples for soil laboratory analysis.
- 3.3 Evaluate soil corrosivity.
- 3.4 Provide an engineering geology and geotechnical memorandum identifying the geological conditions and recommendations for design and construction. Evaluate the conditions for directional drilling, other trenchless construction options, and open-cut trenching.

**Provided by the City:**

- Backhoe, operator, and access to investigation locations.
- Payment of soil laboratory fees.

**RH2 Deliverables:**

- One (1) site visit to collect soil samples.
- Test pit logs, soil laboratory reports, and engineering geology and geotechnical memorandum in PDF form.

## Task 4 – Services During Bidding

**Objective:** Assist the City in advertising and administering the bids and awarding the construction contracts.

**Approach:**

- 4.1 Produce one (1) set of electronic bid documents to be used for online viewing by prospective bidders. Produce five (5) sets of half-size plans and specifications.
- 4.2 Prepare up to two (2) addenda to the plans and specifications, if needed, to notify prospective bidders of changes and provide clarification.
- 4.3 Respond to contractor questions regarding the project.
- 4.4 Attend the bid opening and assist the City in tabulating the bid results.

**Assumptions:**

- *It is assumed that the City will pay bid advertisement fees directly.*

**Provided by the City:**

- Bid award process and construction contract execution.
- Bid tabulation.
- Reference check of lowest bidder.
- Project award recommendation letter.

**RH2 Deliverables:**

- Plans and specifications for bidders, the City, and RH2, as outlined in subtask 4.1.
- Phone assistance to vendors and bidders during the advertisement phase.
- Up to two (2) addenda, if necessary, in electronic format.

## Phase 3 – Springs Protection Improvements

The Black Diamond Springs collection system is inadequately protected from the surrounding environment. This project will provide the infrastructure necessary to isolate the collection areas for Springs 1 and 3 from surface water runoff, rain, insects, animals, and human actions.

### Task 1 – Prepare Project Report

**Objective:** Document the project intent in a project report. Summarize the proposed improvements and identify the estimated costs, schedules, and scope of the design.

**Approach:**

- 1.1 Prepare and evaluate up to three (3) design alternatives.
- 1.2 Estimate construction costs for each alternative.
- 1.3 Perform a site visit to collect additional observed data.
- 1.4 Prepare project schematic site plans utilizing the existing survey provided to the City (Parametrix 2017).
- 1.5 Prepare for and attend one (1) meeting with City staff to discuss the results of analysis and review design options.

- 1.6 Prepare a project report based on applicable Washington Administrative Code (WAC) report requirements. Document the background and objectives of the project, preliminary design, and project design criteria.

**Provided by the City:**

- Electronic files from the Parametrix survey in AutoCAD format.

**RH2 Deliverables:**

- Two (2) copies of schematic site plans and project report to DOH in PDF form.
- Attendance one (1) design option review meeting.

**Task 2 – Geologic Review**

**Objective:** Provide both an engineering geology and geotechnical evaluation to support the proposed design and constructability evaluation.

**Approach:**

- 2.1 Conduct site reconnaissance and evaluate the observable geologic hazards at the Springs collection system.
- 2.2 Investigate the subsurface conditions at up to two (2) locations using a City-provided backhoe and operator. Collect soil samples for soil laboratory analysis.
- 2.3 Provide an engineering geology and geotechnical memorandum summarizing findings, geological conditions, and recommendations for design and construction.

**Provided by the City:**

- Backhoe and operator, as well as access to investigation locations.
- Payment of all soil laboratory fees.

**RH2 Deliverables:**

- One (1) site visit to collect soil samples.
- Test pit logs and soil laboratory reports in PDF form.
- Engineering geology technical memorandum in PDF form.

**Task 3 – Prepare Preliminary Design**

**Objective:** Prepare the preliminary design plans that illustrate the improvements at Springs 1 and 3 based on the incorporated results of other tasks.

**Approach:**

- 3.1 Evaluate construction access requirements for Springs 1 and 3.
- 3.2 Prepare design concepts to guide the cost estimates and final design based on the selected alternative.
- 3.3 Evaluate construction methods and phasing issues to protect the Black Diamond Springs during construction.
- 3.4 Develop preliminary site plans for the project.
- 3.5 Develop a schematic design for the structures that are necessary to protect the Springs.



**RH2 Deliverables:**

- Two (2) sets of 11-inch by 17-inch color preliminary plans. *Construction bid documents will be prepared under a separate task.*

**Task 4 – Permitting Assistance**

**Objective:** Identify the environmental constraints associated with the proposed project improvements and evaluate the permits needed to accomplish the project. Prepare and submit environmental permit applications.

**Approach:**

- 4.1 Conduct investigations of the Springs, as needed, to supplement investigations performed in Phase 1. Document the investigations for permit applications.
- 4.2 Prepare a City building permit for review of the proposed Springs source cover.
- 4.3 Prepare sensitive areas permit and grading permit for City review and processing.
- 4.4 Coordinate with DOH staff and update the DOH project report.

**Assumptions:**

- *Existing survey data from Parametrix is adequate for this project.*
- *The SEPA Environmental Checklist, CUP, and Critical Areas reports completed for Phase 1 will be sufficient to cover Phase 3 improvements, such that no additional permitting with respect to these elements will be required.*

**RH2 Deliverables:**

- City Building permit application in PDF form.
- Two (2) hard copies of updated DOH project report for resubmittal.

**Task 5 – Final Plans and Specifications**

**Objective:** Prepare plans, specifications, and construction cost estimate for the proposed Springs protection improvements.

**Approach:**

- 5.1 Conduct one (1) site visit with City staff.
- 5.2 Plans to include the following.
  - Cover sheet and general information sheet.
  - Building elevations.
  - Mechanical improvements.
  - Structural improvements.
  - Collection box improvements.
  - Construction details.
- 5.3 Develop the specifications based on RH2 modified WSDOT format. Assemble technical specifications and non-technical documents as needed for the springs improvements. *The City shall provide RH2 with the most current version of the City's standard public works contract documents.*

- 5.4 Develop the project schedule, quantity schedules and engineer's estimate.
- 5.5 Perform an internal QA/QC review of the plans and technical specifications.
- 5.6 Attend three (3) coordination meetings with City staff to discuss the improvements and design issues.
- 5.7 Finalize plans, bid documents, and specifications based on City review comments and internal quality control review.

**Assumptions:**

- *Plans will be produced in color at a 1-inch equals 20 feet scale.*
- *RH2 is entitled to rely on the accuracy and completeness of any data, information, or materials provided by the City or others in relation to this work.*
- *All work will occur on City owned property.*

**Provided by the City:**

- Construction records/reports of existing Springs collection system.
- Access to the site for site visit.
- Access to property not owned by the City, if necessary.
- Coordination with property owner.
- Construction easement.

**RH2 Deliverables:**

- One (1) site visit.
- Project Schedule.
- Attendance at three (3) coordination meetings.
- Two (2) hard copy plans, specifications, and probable construction cost estimate, submitted to the City in 11-inch by 17-inch color format for 60-percent and final review.

## **Task 6 – Services During Bidding**

**Objective:** Assist the City in advertising and administering the bids and awarding the construction contracts.

**Approach:**

- 6.1 Produce one (1) set of electronic bid documents to be used for online viewing by prospective bidders. Produce five (5) sets of half-size plans and specifications.
- 6.2 Prepare up to two (2) addenda to the plans and specifications, if needed, to notify prospective bidders of changes and provide clarification.
- 6.3 Respond to contractor questions regarding the project.
- 6.4 Attend the bid opening and assist the City in tabulating the bid results.

**Assumptions:**

- *It is assumed that City will pay bid advertisement fees directly.*

**Provided by the City:**

- Bid award process and construction contract execution.

- Bid tabulation.
- Reference check of lowest bidder.
- Project award recommendation letter.

**RH2 Deliverables:**

- Plans and specifications for bidders, the City, and RH2, as outlined in subtask 6.1.
- Phone assistance to vendors and bidders during the advertisement phase.
- Up to two (2) addenda, if necessary, in electronic format.



EXHIBIT B

Fee Schedule

**EXHIBIT B.1****City of Black Diamond****Black Diamond Springs Rehabilitation****Phase 1 - Conveyance System Upgrade****Fee Estimate**

Description		Total Hours	Total Labor	Total Expense	Total Cost
Classification					
<b>Task 1</b>	<b>Plans and Specifications</b>	<b>1197</b>	<b>\$ 232,783</b>	<b>\$ 15,017</b>	<b>\$ 247,800</b>
1.1	Perform One (1) Site Visit	26	\$ 5,210	\$ 402	\$ 5,612
1.2	Coordinate with Parametrix and Pan Geo	123	\$ 24,711	\$ 1,191	\$ 25,902
1.3	Evaluate Soil Corrosivity	8	\$ 1,576	\$ 596	\$ 2,172
1.4	Evaluate and Select Pumps	26	\$ 5,046	\$ 210	\$ 5,256
1.5	Develop Design Plans	506	\$ 98,606	\$ 5,460	\$ 104,066
1.6	Perform Hydraulic Analyses to Develop System Curves	72	\$ 14,562	\$ 636	\$ 15,198
1.7	Evaluate Power Requirements	12	\$ 2,168	\$ 191	\$ 2,359
1.8	Develop Preliminary Specifications	78	\$ 13,362	\$ 1,176	\$ 14,538
1.9	Develop Schedules and Engineer's Estimate	28	\$ 5,876	\$ 364	\$ 6,240
1.10	Perform Internal QA/QC Review of Plans and Specifications	76	\$ 15,652	\$ 911	\$ 16,563
1.11	Attend Three (3) Coordination Meetings	24	\$ 5,368	\$ 405	\$ 5,773
1.12	Finalize Plans, Bid Documents, and Specs for Phase 1a Pumps	142	\$ 27,114	\$ 2,350	\$ 29,464
1.13	Finalize Plans, Bid Documents, and Specs for Phase 1b Water Main	76	\$ 13,532	\$ 1,125	\$ 14,657
<b>Task 2</b>	<b>Permitting Assistance</b>	<b>298</b>	<b>\$ 51,156</b>	<b>\$ 2,644</b>	<b>\$ 53,800</b>
2.1	Compile Background Environmental Data	18	\$ 3,110	\$ 215	\$ 3,325
2.2	Prepare KCDDDES Permitting Documents	26	\$ 4,744	\$ 358	\$ 5,102
2.3	Prepare SEPA and CUP Applications	36	\$ 6,188	\$ 374	\$ 6,562
2.4	Prepare SSDP, CAR, and Mitigation Plan for County Submittal	86	\$ 14,478	\$ 691	\$ 15,169
2.5	Prepare HPA Application	66	\$ 11,318	\$ 503	\$ 11,821
2.6	JARPA Process	66	\$ 11,318	\$ 503	\$ 11,821
<b>Task 3</b>	<b>Services During Bidding Phase 1a</b>	<b>59</b>	<b>\$ 11,481</b>	<b>\$ 1,219</b>	<b>\$ 12,700</b>
3.1	Produce Bid Documents	17	\$ 2,977	\$ 729	\$ 3,706
3.2	Prepare Addenda	15	\$ 2,811	\$ 134	\$ 2,945
3.3	Respond to Contractor Questions	13	\$ 2,645	\$ 188	\$ 2,833
3.4	Attend the Bid Opening	14	\$ 3,048	\$ 167	\$ 3,215
<b>Task 4</b>	<b>Services During Bidding Phase 1b</b>	<b>59</b>	<b>\$ 11,481</b>	<b>\$ 1,219</b>	<b>\$ 12,700</b>
4.1	Produce Bid Documents	17	\$ 2,977	\$ 729	\$ 3,706
4.2	Prepare Addenda	15	\$ 2,811	\$ 134	\$ 2,945
4.3	Respond to Contractor Questions	13	\$ 2,645	\$ 188	\$ 2,833
4.4	Attend the Bid Opening	14	\$ 3,048	\$ 167	\$ 3,215
<b>Phase 1 - Conveyance System Upgrade</b>		<b>1613</b>	<b>\$ 306,901</b>	<b>\$ 20,099</b>	<b>\$ 327,000</b>

**EXHIBIT B.2**

City of Black Diamond

Black Diamond Springs Rehabilitation

Phase 2 - Transmission Main Replacement

Fee Estimate

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Classification						
<b>Task 1</b>	<b>Plans and Specifications</b>	<b>503</b>	<b>\$ 83,021</b>	<b>\$ -</b>	<b>\$ 9,979</b>	<b>\$ 93,000</b>
1.1	Perform Site Visit	17	\$ 2,941	\$ -	\$ 523	\$ 3,464
1.2	Coordinate with Surveyor	8	\$ 1,424	\$ -	\$ 103	\$ 1,527
1.3	Develop Preliminary Plans	217	\$ 36,479	\$ -	\$ 4,914	\$ 41,393
1.4	Develop Preliminary Specifications	47	\$ 6,889	\$ -	\$ 267	\$ 7,156
1.5	Develop Schedules and Engineer's Estimate	13	\$ 2,377	\$ -	\$ 181	\$ 2,558
1.6	Perform Internal QA/QC Review	22	\$ 3,648	\$ -	\$ 323	\$ 3,971
1.7	Attend Coordination Meetings	28	\$ 5,386	\$ -	\$ 503	\$ 5,889
1.8	Finalize Plans and Specifications	151	\$ 23,877	\$ -	\$ 3,166	\$ 27,043
<b>Task 2</b>	<b>Permitting Assistance</b>	<b>92</b>	<b>\$ 15,920</b>	<b>\$ -</b>	<b>\$ 1,280</b>	<b>\$ 17,200</b>
2.1	Perform Environmental Site Investigations	23	\$ 3,980	\$ -	\$ 385	\$ 4,365
2.2	Prepare Grading Permit for KCDDDES	23	\$ 3,980	\$ -	\$ 313	\$ 4,293
2.3	Prepare CSGP NOI	23	\$ 3,980	\$ -	\$ 291	\$ 4,271
2.4	Prepare Documentation for Coordination with Parks	23	\$ 3,980	\$ -	\$ 291	\$ 4,271
<b>Task 3</b>	<b>Geologic Review</b>	<b>78</b>	<b>\$ 16,274</b>	<b>\$ -</b>	<b>\$ 1,226</b>	<b>\$ 17,500</b>
3.1	Conduct Site Reconnaissance	10	\$ 2,260	\$ -	\$ 174	\$ 2,434
3.2	Evaluate soil corrosivity	8	\$ 1,576	\$ -	\$ 596	\$ 2,172
3.3	Perform Subsurface Investigation	10	\$ 2,260	\$ -	\$ 139	\$ 2,399
3.4	Provide Geotechnical Memorandum	50	\$ 10,178	\$ -	\$ 318	\$ 10,496
<b>Task 4</b>	<b>Services During Bidding</b>	<b>32</b>	<b>\$ 5,372</b>	<b>\$ -</b>	<b>\$ 928</b>	<b>\$ 6,300</b>
4.1	Produce Bid Documents	10	\$ 1,442	\$ -	\$ 610	\$ 2,052
4.2	Prepare Addenda	8	\$ 1,276	\$ -	\$ 87	\$ 1,363
4.3	Respond to Contractor Questions	6	\$ 1,110	\$ -	\$ 83	\$ 1,193
4.4	Attend the Bid Opening	8	\$ 1,544	\$ -	\$ 148	\$ 1,692
<b>Phase 2 - Transmission Main Replacement</b>		<b>705</b>	<b>\$ 120,587</b>	<b>\$ -</b>	<b>\$ 13,413</b>	<b>\$ 134,000</b>



**EXHIBIT B.3**

City of Black Diamond

Black Diamond Springs Rehabilitation

Phase 3 - Springs Protection Improvements

Fee Estimate

Description		Total Hours	Total Labor	Total Expense	Total Cost
Classification					
<b>Task 1</b>	<b>Prepare Project Report</b>	<b>170</b>	<b>\$ 33,714</b>	<b>\$ 2,086</b>	<b>\$ 35,800</b>
1.1	Prepare and Evaluate Design Alternatives	22	\$ 4,896	\$ 215	\$ 5,111
1.2	Estimate Construction Costs and Alternatives	26	\$ 5,310	\$ 277	\$ 5,587
1.3	Perform Site Visit to Collect Data	20	\$ 4,104	\$ 356	\$ 4,460
1.4	Prepare Project Schematic Site Plans	15	\$ 2,633	\$ 292	\$ 2,925
1.5	Prepare for and Attend Meeting with City Staff	25	\$ 5,297	\$ 221	\$ 5,518
1.6	Prepare Project Report	62	\$ 11,474	\$ 725	\$ 12,199
<b>Task 2</b>	<b>Geologic Review</b>	<b>32</b>	<b>\$ 7,276</b>	<b>\$ 324</b>	<b>\$ 7,600</b>
2.1	Conduct Site Reconnaissance	5	\$ 1,141	\$ 144	\$ 1,285
2.2	Investigate Subsurface Conditions	5	\$ 1,141	\$ 38	\$ 1,179
2.3	Prepare Geotechnical Memorandum	22	\$ 4,994	\$ 143	\$ 5,137
<b>Task 3</b>	<b>Prepare Design</b>	<b>92</b>	<b>\$ 18,408</b>	<b>\$ 1,392</b>	<b>\$ 19,800</b>
3.1	Evaluate Construction Access Requirements	21	\$ 4,109	\$ 472	\$ 4,581
3.2	Prepare Design Concepts	37	\$ 7,479	\$ 362	\$ 7,841
3.3	Evaluate Construction Methods and Phasing Issues	26	\$ 5,240	\$ 279	\$ 5,519
3.4	Develop Preliminary Site Plans	4	\$ 790	\$ 140	\$ 930
3.5	Develop a Schematic Design to Protect the Springs	4	\$ 790	\$ 140	\$ 930
<b>Task 4</b>	<b>Permitting Assistance</b>	<b>141</b>	<b>\$ 25,324</b>	<b>\$ 1,276</b>	<b>\$ 26,600</b>
4.1	Conduct Investigations of the Springs	19	\$ 3,171	\$ 235	\$ 3,406
4.2	Prepare City Building Permit	53	\$ 9,759	\$ 443	\$ 10,202
4.3	Prepare Sensitivie Areas and Grading Permit	34	\$ 6,071	\$ 323	\$ 6,394
4.4	Coordinate with DOH Staff and Update Project Report	35	\$ 6,323	\$ 275	\$ 6,598
<b>Task 5</b>	<b>Final Plans and Specifications</b>	<b>498</b>	<b>\$ 92,000</b>	<b>\$ 10,000</b>	<b>\$ 102,000</b>
5.1	Conduct Site Visit	32	\$ 6,408	\$ 523	\$ 6,931
5.2	Develop Plans	196	\$ 36,164	\$ 2,930	\$ 39,094
5.3	Develop Specifications	60	\$ 9,708	\$ 453	\$ 10,161
5.4	Develop Schedules and Engineer's Estimate	22	\$ 4,150	\$ 397	\$ 4,547
5.5	Perform Internal QA/QC Review	52	\$ 10,570	\$ 640	\$ 11,210
5.6	Attend Coordination Meetings	48	\$ 10,192	\$ 492	\$ 10,684
5.7	Finalize Plans and Specifications	88	\$ 14,808	\$ 4,566	\$ 19,374
<b>Task 6</b>	<b>Services During Bidding</b>	<b>45</b>	<b>\$ 8,434</b>	<b>\$ 766</b>	<b>\$ 9,200</b>
6.1	Produce Bid Documents	14	\$ 2,317	\$ 239	\$ 2,556
6.2	Prepare Addenda	12	\$ 2,151	\$ 179	\$ 2,330
6.3	Respond to Contractor Questions	10	\$ 1,985	\$ 175	\$ 2,160
6.4	Attend the Bid Opening	9	\$ 1,981	\$ 174	\$ 2,155
<b>Phase 3 - Springs Protection Improvements</b>		<b>978</b>	<b>\$ 185,156</b>	<b>\$ 15,844</b>	<b>\$ 201,000</b>

EXHIBIT C

Billing Rates and Reimbursable Expenses

<b>EXHIBIT C</b> <b>RH2 ENGINEERING, INC.</b> <b>2018 SCHEDULE OF RATES AND CHARGES</b>		
<b>RATE LIST</b>	<b>RATE</b>	<b>UNIT</b>
Professional I	\$142	\$/hr
Professional II	\$158	\$/hr
Professional III	\$169	\$/hr
Professional IV	\$180	\$/hr
Professional V	\$197	\$/hr
Professional VI	\$209	\$/hr
Professional VII	\$226	\$/hr
Professional VIII	\$237	\$/hr
Professional IX	\$237	\$/hr
Technician I	\$103	\$/hr
Technician II	\$110	\$/hr
Technician III	\$136	\$/hr
Technician IV	\$144	\$/hr
Administrative I	\$71	\$/hr
Administrative II	\$83	\$/hr
Administrative III	\$99	\$/hr
Administrative IV	\$117	\$/hr
Administrative V	\$135	\$/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	\$0.545	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.



# Water Department

W1

## Springs & Transmission Reconstruction (WSFFA)

13.06

### DESCRIPTION

This project will protect and rehabilitate the existing open springs, replacing pipes over the steep slope, and reconstructing the river crossing. This will include a new pumping system and replacing the transmission main back to Black Diamond.

### BACKGROUND

In late 2013, the city contracted with RH2 to study and compare two alternative concepts to improve and redevelop the springs to full water right capacity. The Springs Alternative Analysis Study recommended that the city pursue tapping an artesian spring on the north side of the river rather than reconstructing the spring collection system on the south side. After discussions with the Department of Health and Department of Ecology, it was determined that the city could not transfer its water right to the north side of the Green River, leaving the city to only withdraw water from the current location.

### COMMENTS

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

CAPITAL PROJECT COSTS	Total \$ 2019 - 2024	2019	2020	2021	2022	2023	2024
Road/bldg imp.	30,000		30,000				
Preliminary Engineering		complete					
Design Engineering	600,000	600,000					
Management / Admin	75,000	25,000	50,000				
Easements	15,000	15,000					
Construction Costs	4,000,000	2,000,000	2,000,000				
Legal Fees	15,000	5,000	10,000				
<b>TOTAL COSTS</b>	<b>4,735,000</b>	<b>2,645,000</b>	<b>2,090,000</b>				
<b>REQUESTED FUNDING</b>							
Water Supply & Fac. Fnd Agrmt.	4,735,000	2,645,000	2,090,000				
<b>TOTAL SOURCES</b>	<b>4,735,000</b>	<b>2,645,000</b>	<b>2,090,000</b>				



**Scott Hanis**

**From:** Seth Boettcher  
**Sent:** Monday, September 10, 2018 4:37 PM  
**To:** Scott Hanis  
**Subject:** FW: schedule

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**From:** Geoff Dillard <gdillard@rh2.com>  
**Sent:** Monday, September 10, 2018 3:34 PM  
**To:** Seth Boettcher <sboettcher@blackdiamondwa.gov>  
**Subject:** schedule

City of Black Diamond  
Springs Source Rehabilitation  
Phasing & Cost Allocation

Phase - Description	2018	2019		2020		2021		Total
	2nd Half	1st Half	2nd Half	1st Half	2nd Half	1st Half	2nd Half	
Phase 1 - Supply Pipes and Pumps								
Design & Permitting	\$ 200,000	\$ 395,000						\$ 595,000
Construction		\$ 2,460,000						\$ 2,460,000
Phase 2 - Transmission Main to City								
Design & Permitting		\$ 66,500	\$ 66,500					\$ 133,000
Construction				\$ 1,318,000				\$ 1,318,000
Phase 3 - Spring Source Rehabilitation								
Design & Permitting				\$ 103,500				\$ 103,500
Construction					\$ 928,500			\$ 928,500
Total	\$ 200,000	\$ 2,921,500	\$ 66,500	\$ 1,421,500	\$ 928,500	\$ -	\$ -	\$ 5,538,000



# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> Parametrix contract for the design of a bridge for the water pipe over the Green River and surveying.	<b>Agenda Date: November 1, 2018</b>	
	<b>AB18-094</b>	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barbara Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact \$119,415	Police – Chief Kiblinger	
Fund Source: WSFFA Partners	Public Works – Seth Boettcher	X
Timeline: 2018-2019	Court – Stephanie Metcalf	
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution; contract and scope, CIP sheet, Current cash flow schedule</b>		
<p>SUMMARY STATEMENT: Upon reaching a decision point regarding alternatives the City is now ready to move forward with the springs reconstruction project which includes: the transmission main from the pump house to the City, pump and pump house improvements, pipes across the Green River, and spring collection reconstruction.</p> <p>This contract with Parametrix provides structural design and surveying support for RH2's design of the springs reconstruction project. The Springs Reconstruction Project has been included in the city's Capital Planning for many years and has been budgeted for.</p> <p>FISCAL NOTE (Finance Department): The project was budgeted by council and the costs are covered by Oak Pointe and Palmer Coking Coal according to the terms of the Water Supply and Facilities Funding Agreement.</p>		
<p>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Public Works Committee reviewed this at their October 25, 2018 meeting and recommended forwarding to Council for their approval.</p>		
<p>RECOMMENDED ACTION: <b>MOTION to adopt Resolution No. 18-1279 authorizing the Mayor to execute a \$119,415 professional services agreement with Parametrix, Inc. for the design of the water pipe bridge across the Green River and surveying for the larger Springs design effort.</b></p>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
November 1, 2018		



**RESOLUTION NO. 18-1279**

**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 ENGINEERING, INC. FOR SURVEYING AND STRUCTURAL ENGINEERING TO SUPPORT RH2'S SPRINGS RECONSTRUCTION DESIGN.**

**WHEREAS**, the city is contracting with RH2 for the primary engineering and design effort for the springs reconstruction project; and

**WHEREAS**, the City uses Parametrix for surveying services; and

**WHEREAS**, the City has selected Parametrix for civil engineering services

**WHEREAS**, RH2 Engineering, Inc. does not have the bridge structural staff needed for the Green River Bridge component of the springs project and Parametrix has staff that is well suited for this type of structural engineering; and

**WHEREAS**, The project has been budgeted for and is financed by Palmer Coking Coal and Oak Pointe through the Water Supply and Facilities Funding Agreement; and

**WHEREAS**, City staff recommends authorizing a professional services agreement with Parametrix Engineering, Inc. for this project;

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

**Section 1.** The Mayor is hereby authorized to execute a professional services agreement with Parametrix Engineering, Inc. for surveying and structural engineering support for RH2 for the springs project.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1st DAY OF NOVEMBER 2018.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Carol Benson, Mayor

Attest:

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

## **CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT**

THIS Agreement is made by and between the City of Black Diamond (the "City"), a municipal corporation organized under the laws of the State of Washington, whose address is:

CITY OF BLACK DIAMOND, WASHINGTON  
24301 Roberts Drive  
Black Diamond, WA 98010

Contact: Seth Boettcher      Phone: 360-886-5700    Fax: 360-886-5700

and Parametrix, Inc. ("Consultant"), a corporation, organized under the laws of the State of Washington, doing business at:

Parametrix, Inc.  
1019 39<sup>th</sup> Avenue SE, Suite 100  
Puyallup, WA 98374

Contact: Austin Fisher, P.E      Phone: 253-604-6600    Fax: 855-542-6353  
e-mail: AFisher@Parametrix.com

Tax Id No. 91-0914810

for professional services in connection with the following Project:

Pipe Suspension Bridge Preliminary Engineering.

### **TERMS AND CONDITIONS**

#### **1. Services by Consultant.**

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A" and shall accomplish the needed geotechnical work by a subcontract with PanGeo as described in the PanGeo October 22<sup>nd</sup> 2018 letter and PanGeo's scope of work identified as Exhibit "I" at the associated costs identified in Exhibit "II". The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

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

#### **2. Schedule of Work.**

A. Consultant shall perform the services described in the scope of work expeditiously, with the goal of completing the survey work by December 31<sup>st</sup>, 2018, the preliminary design of the bridge by March 31<sup>st</sup>, 2019 and final design by July 31<sup>st</sup>, 2019.

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.



3. **Term.** This Agreement shall commence on the effective date and shall terminate on December 31<sup>st</sup>, 2019 unless extended in writing by the authority of Mayor, upon satisfactory completion of the project or as outlined in Section 8 of this Agreement.

4. **Compensation.**

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$119,415.00 without written authorization and will be based on the fee schedule attached hereto as Exhibit B, and the billing rates and reimbursable expenses attached hereto as Exhibit C.

5. **Payment.**

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

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice. 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 every effort to settle the disputed portion.

C. 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. Copies shall be made available on request.

D. 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 Revised Code of Washington (RCW) 51.08.195, as required by law, 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 Title 51 RCW, Industrial Insurance.

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

6. **Discrimination and Compliance with Laws**

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

B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.



C. Consultant shall obtain a City of Black Diamond business license prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

**7. Relationship of Parties.** The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

## **8. Suspension and Termination of Agreement**

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed to the City's satisfaction. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

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

**10. Ownership and Use of Work Product.**

A. 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, (collectively, "work product") are 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, including copyright, in any such work product. Any reuse of such work product 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.

B. 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 work product created under this Agreement beyond the use for which it was originally intended without the written authorization of Consultant.

C. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

**11. Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.



**12. Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is Subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

**13. Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.



2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

**15. Notice.** Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Carol Benson  
Mayor

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

24301 Roberts Drive  
Black Diamond, WA 98010

Phone: 360-886-5700  
Fax: 360-886-2592

1019 39<sup>th</sup> Avenue SE, Suite 100  
Puyallup, WA 98374

Phone: 253-604-6600  
Fax: 855-542-6353

**16. Resolution of Disputes and Governing Law.**

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement or the parties' performance hereunder, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, then any resulting litigation shall be filed in King County Superior Court, King County, Washington, which shall have exclusive jurisdiction and be the exclusive venue for any disputes arising out of or relating to this Agreement.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without reference to its choice-of-law rules. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

**17. General Provisions.**

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF BLACK DIAMOND,  
WASHINGTON

CONSULTANT

By: \_\_\_\_\_  
Carol Benson  
Mayor

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

Name: Austin Fisher, P.E.

Title: Senior Consultant

Attest:

By: \_\_\_\_\_  
Brenda Martinez  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
David Linehan  
City Attorney



## EXHIBIT A

### Scope of Work

See Parametrix Scope of Work on the following pages.

## EXHIBIT A- SCOPE OF WORK

### City of Black Diamond Pipe Suspension Bridge Preliminary Engineering

#### BACKGROUND

An existing City of Black Diamond (City) suspension bridge supports two 6-inch water lines across the Green River. To increase capacity the City intends to replace the 6-inch water lines with a 12-inch pipe. The City requested Parametrix to evaluate the structural capacity of the existing bridge and develop rehabilitation scenarios and costs. The report identified several of the challenges and risks associated with rehabilitation. The City also requested Parametrix to conduct an alternatives analysis for replacement. The analysis reviewed several suspension structure alternatives to support the 12-inch water line, and developed conceptual-level engineering and costs. Based on the report, the City decided to proceed with a replacement suspension structure.

#### OBJECTIVE

The purpose of this Scope of Work is to provide geotechnical information, survey, preliminary engineering, and a preliminary cost estimate for a replacement pipe suspension structure. The preliminary information will be used to support permitting for construction. This initial phase will also lay the foundation for a potential future phase to develop PS&E level documents for construction.

#### SCHEDULE

This scope of services is anticipated to be completed within four (4) months of receipt of the notice to proceed.

#### PHASE 1 – PRELIMINARY ENGINEERING

##### Task 1 – Project Management and QA/QC

##### Approach

Parametrix will provide the tools for continuous tracking of the project schedule and budget, project QA/QC, and status of deliverables to ensure that the project is executed as expected by the City.

##### Assumptions

- A 4-month project schedule is assumed.

##### Deliverables

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports and invoices.

## Task 2 – Topographic Survey / Easement Support

### Approach

#### *Topographic Survey*

Parametrix will perform surveying work associated with topographic mapping of approximately 8,500 lineal feet as shown on attached image entitled “BD Water Main,” being a route from the existing Pump House northwesterly to the In City Forest Water Main. Limits of mapping will generally follow a corridor covering the existing water line, being an existing gravel road/railroad grade at the east end of the route and a treed side slope at the west end, with the general swath of coverage intended to cover an existing road prism and/or cut/fill bank suitable for design along the route.

This task will include the following:

- Detailed planimetric survey will include, but not be limited to, location of roadway surfaces, trails, culverts, structures, break lines, visible surface utility features, and underground utility marks. Parametrix will hire a private underground utility locator to provide utility locates on conductible utilities at each end of the route, as well as utilize GPR (ground penetrating radar) to identify the existing water main for the entire route. If existing utility structures are encountered, such as storm and sanitary sewer, accessible invert elevation data will be measured. In addition, significant trees with a diameter of 8” and above in the immediate vicinity of the route will be mapped and incorporated into base mapping.
- Supplemental mapping identified by RH2 Engineering, Inc. includes additional topography along both sides of the river at the bridge crossing, to be merged with previous base map.
- Supplemental mapping identified by the City includes 200’-300’ of an existing maintenance road centerline, to be merged with previous base map.
- Topographic survey will be performed to create a digital terrain model (DTM) with an accuracy required to produce a one (1) foot contour interval map with additional spot elevations collected as needed to assist in design support. The field data will be collected and processed in a Civil 3D CAD base map.

#### *Easement Support*

In addition to the topographic mapping, easement document support will be necessary in order to provide an accurate depiction of the existing road lying within Washington State Parks property, being at the east end of the route identified under the topographic survey task. This task will include the following:

- Tie location and width of existing road lying within Washington State Parks property, along with monuments necessary to tie location to Section Line/s for description take-off.
- Provide legal description and exhibit with accurate depiction of existing road.

### Assumptions

- Survey will be developed using Parametrix’ symbols, layers and linetype standards
- Parametrix survey crews will have unrestricted access to make measurements
- Datums will be NAD 83/11 Horizontal, and NAVD 88 Vertical
- Boundary determination for parcel lines will not be performed along the route, except in the immediate vicinity of the Washington State Parks land where accurate depiction of easement is necessary for legal description and exhibit map



- Setting of property corners and/or a Record of Survey is not included
- City staff will be available for assistance in showing GPR crew locations of known water valves, etc. along the route

### Deliverables

- Survey topographic base map provided in Civil 3D format
- Exhibit and Legal Description of existing road lying within Washington State Parks property

### Task 3 – Geotechnical Exploration - PanGEO

See attached proposal letter from PanGEO dated October 22, 2018.

### Task 4 – Preliminary Engineering

#### Approach

The replacement suspension structure to be advanced for preliminary engineering will be based on the preferred alternative outlined in the Technical Memorandum produced by Parametrix, dated June 25, 2018 (Attachment 1). The bridge spans from the southern ridge above the Green River to the northern bank near the tower of the existing utility bridge. The estimated tower height for the structure is 40 feet on the south ridge and 20 feet on the north bank. The horizontal length between towers is approximately 375 feet, and the vertical elevation difference between towers is approximately 160 feet.

Preliminary engineering will include the following:

- Review conceptual-level analysis and coordinate with the City on any changes.
- Coordination with geotechnical engineer.
- Coordination with survey.
- Advance design of the preferred suspension bridge alternative to the preliminary engineering level. Preliminary engineering will be focused on supporting permitting and developing an opinion of probable cost. At a minimum preliminary engineering will include:
  - Preliminary suspension cable design
  - Preliminary tower design
  - Preliminary suspension anchorage design
- Suspension anchorage design will be gravity-based and include two (alternatives) to minimize cost and disturbance of shallow soft soils on the south ridge.
- Evaluate feasibility of construction.
- Estimate location and number of trees to be removed for construction.
- Evaluate future repair methods for damages to the installed pipe.
- Design Opinion of Probable Cost (electronic files, PDF only).

#### Assumptions

- Preliminary engineering will be based on the preferred alternative developed in Parametrix Technical Memorandum dated June 25, 2018.
- Tower foundation design and anchorage will be based on preliminary survey and geotechnical information.

- One site visit will be required.

#### Deliverables

- Draft Technical Memorandum for review in electronic (PDF) format
- Final Technical Memorandum in electronic (PDF) format
- Preliminary Opinion of Probable Cost
- Preliminary suspension bridge drawings
- Calculations

#### Task 5 – Pipe Size and Type Coordination

##### Approach

Parametrix will coordinate with RH2 to update the design of the structure for the selected pipe type, size and configuration (encased or not).

##### Assumptions

- Loading for the cable bridge will be based on the final pipe type, size and configuration as provided by RH2/City.
- The budget for this task is limited to the hours shown in the attached budget estimate. Additional time for coordination with RH2 and/or the City will require a supplement.

##### Deliverables

- Meeting notes as applicable.

October 22, 2018  
File No. P-5636

Mr. Austin Fisher, P.E.  
**Parametrix**  
1019 39<sup>th</sup> Avenue SE, Suite 100  
Puyallup, WA, 98374

Subject:        Proposal for Geotechnical Study  
                 Cable Bridge for Pipe Crossing and Transmission Main Replacement  
                 Black Diamond, Washington

Dear Mr. Fisher:

Attached please find our proposal to provide geotechnical support services for the propose water line upgrades in Black Diamond. The project will include constructing a new cable bridge to carry a 12-inch diameter water line across the Green River, and to replace approximately 9,000 lineal feet of transmission main.

To aid in our preparation of this proposal for the cable bridge, we reviewed the technical memorandum prepared by Parametrix dated June 25, 2018, met and toured the site with City personnel, and reviewed published geology maps and previous hydrogeological reports prepared for the area. For the transmission main replacement, we reviewed the scope of work prepared by RH2, which outlines the scope of work for geotechnical input.

Our proposed scope of work and fee are summarized in Exhibits I and II, respectively. We estimate that a budget of \$21,160 will be needed to complete the geotechnical study. The estimated budget includes \$16,160 for the cable bridge, and \$5,000 for the transmission main replacement.

Please call should you have any questions regarding this proposal.



Proposal for Geotechnical Study  
Cable Bridge for Pipe Crossing at Green River and Transmission Main Replacement  
Black Diamond, WA  
October 22, 2018

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Sincerely,

A handwritten signature in black ink, appearing to read 'Siew L. Tan', with a stylized flourish at the end.

Siew L. Tan, P.E.  
Principal Geotechnical Engineer

**Enclosures:**

Exhibit I: Scope of Work (Task 100 Cable Bridge and Task 200 Transmission Main Replacement)

Exhibit II: Cost Estimate (Task 100 Cable Bridge and Task 200 Transmission Main Replacement)

## **EXHIBIT I - SCOPE OF WORK**

The scope of work for the proposed cable bridge is outlined in Task 100, and the scope of work for the transmission main is outlined in Task 200.

### **TASK 100 – CABLE BRIDGE**

**1.1 Site Reconnaissance/Geologic Review** – Perform a site reconnaissance to observe surface features. We will also collect and review published geologic information, including geologic maps, previous geological data, historical aerial photos, and LiDAR images.

**1.2 Test Boring** – Drill one test boring at/near the south abutment. It is our understanding that the load demand at the north end of the cable bridge is significantly less and likely can be handled with the existing concrete block. As such, no test boring is planned at the north abutment.

Based on our site observations, we anticipate very dense glacial till to be present near the existing ground surface at the south abutment. Based on our review of the published geological data, the glacial till may be relatively thin and is underlain by a layer sand and then bedrock. The vertical exposed face of glacial till near the proposed south abutment suggests that the sand layer may have been compromised and resulted in the slumping of the glacial till overlying the sand. One primary objective of the proposed test boring is to look for signs of potential disturbance in the sand layer below the till, based on SPT (standard penetration test) blow-counts. Low blowcounts would indicate potential disturbance.

The test boring will be drilled to a maximum depth of about 60 feet below grade, using hollow stem augers and potentially rock coring. Actual boring depth will depend on the subsurface conditions encountered. The boring may be terminated at shallower depth if drilling refusal is encountered. Soil samples from the test borings will be obtained using Standard Penetration Tests (SPT), which will be conducted at 2½- and 5-foot depth intervals. The test data provides an empirical assessment of the soil density and its engineering properties.

The boring will be located in a Washington State Park. We assume that the right-of-entry/permit to drill the test boring in the park will be provided by others at no cost to PanGEO. If needed, PanGEO can assist in furnishing necessary information (i.e., personnel, equipment, etc) to obtain the permission from the parks department.

**1.3 Laboratory Testing** – Select representative soil samples for geotechnical testing. We anticipate the tests may include moisture content and grain size analyses.

**1.4 Geotechnical Report** – Prepare a report describing the results of our study and recommendations. The content of the report will generally consist of the following:

- *Site Description* - Description of surface and subsurface conditions (soil and groundwater) at the site, including a site map showing the locations of the test borings, summary boring logs, and anticipated soil behavior;
- *Critical Area Considerations* – The south abutment area is mapped by King County as an environmentally sensitive area due to steep slopes, landslide hazards, erosion hazards, and coal mine hazards. We anticipate that these geologic hazards will need to be addressed during permitting. Our report will address these issues, based on review of published data (aerial photos, LiDAR images, geology maps, etc), our site reconnaissance, and the results of our test boring. Provide potential options to mitigate the risks if needed.
- *Seismic Design Parameters* – Seismic site class and site coefficients based on AASHTO design standards;
- *Recommendations* – Selection of foundation types and geotechnical design parameters.

**1.5 Post-Report Consultation** – Provide post-report consultation services to assist with the design and preparation of plans and specifications on an as-needed basis.

## **TASK 200 – TRANSMISSION MAIN REPLACEMENT**

**2.1. Site Reconnaissance/Geologic Review** – Perform a site reconnaissance to observe surface features and evaluate potential geologic hazards. Collect and review published geologic information, including geologic maps, and previous geological data, if available. During the site reconnaissance, test pit locations will be marked in the field for utility locates and general planning purposes.



- 2.2. Test Pits** – Observe the excavation of 4 test pits along the alignment. The test pits will be excavated by a backhoe and operator provided by the City at no cost to PanGEO.
- 2.3. Soil Corrosivity** – Conduct laboratory tests to determine the pH and resistivity of representative soil samples collected from the test pits. We understand that, based on the review of the scope of work prepared by RH2, the City will make direct payment for the lab tests. As such, we do not include the cost of the laboratory tests in our budget. However, PanGEO will coordinate this effort, including selecting soil samples for the tests, and delivering the soil samples to the laboratory. The test results will be used to evaluate the corrosivity of the site soils.
- 2.4 Report** – Prepare a report identifying the geologic conditions and recommendations for design and construction of the transmission main, evaluate the subsurface conditions for directional drilling or other trenchless options, and open cut trenching.

Proposal for Geotechnical Study  
Cable Bridge for Pipe Crossing at Green River and Transmission Main Replacement  
Black Diamond, Washington  
October 22, 2018

## EXHIBIT II - COST ESTIMATE

Cost estimate for the proposed cable bridge is outlined in Task 100, and the cost for the transmission main is outlined in Task 200.

### TASK 100 – CABLE BRIDGE

ESTIMATED LABOR:							
WORK TASK DESCRIPTION	PanGEO Labor Hours & Hourly Rates						
	S. Tan	M. Xue	Sr Geologist	Engr/Geologist			
	\$155.00	\$130.00	\$130.00	\$110.00			
Coordinate Field Work			4				\$520
Monitor Test Boring			4	12			\$1,840
Prepare Log/Evaluate Lab Tests				2			\$220
Engineering/Report Preparation	8		24	12			\$5,680
Meeting	3						\$465
Post Report Consultation	4						\$620
TOTAL DSC :	15	0	32	26	0	0	\$9,345
LABORATORY TEST SUMMARY							
	Est. No.	Unit	Total	ESTIMATED DIRECT EXPENSES:			
Test	Tests	Cost	Cost				
Moisture Content	4	\$20	\$80			Mileage:	\$150
Grain Size Analysis	4	\$110	\$440			Aerial Photos:	\$600
Cation Exchange Capacity	0	\$100	\$0			Field Supplies:	\$20
TOTAL LABORATORY TESTING: \$520				TOTAL DIRECT EXPENSES: \$770			
				ESTIMATED DRILLING COSTS:			
				Drill Rig Mobilization: \$550			
				Ferry: \$0			
				DOE Fee: \$25			
				Drilling - \$4350/day, 8 hours or less \$4,350			
				Remove Cutting \$600			
				Traffic Control Signs: \$0			
				TOTAL SUB. COSTS: \$5,525			
				PROJECT TOTALS AND SUMMARY:			
				Total Labor Cost \$9,345			
				Direct Expenses \$770			
				Subcontractor Lab Tests \$520			
				Subcontractor Drilling \$5,525			
				TOTAL: \$16,160			

Proposal for Geotechnical Study  
Cable Bridge for Pipe Crossing at Green River and Transmission Main Replacement  
Black Diamond, Washington  
October 22, 2018

**TASK 200 – TRANSMISSION MAIN REPLACEMENT**

<b>ESTIMATED LABOR:</b>							
WORK TASK DESCRIPTION	PanGEO Labor Hours & Hourly Rates						
	S. Tan	M. Xue	Sr Geologist	Engr/Geologist			
	\$155.00	\$130.00	\$130.00	\$110.00			
Site Recon./ Coordinate Field Works			4				\$520
Monitor Test Pit Excavation				8			\$880
Prepare Log/Evaluate Lab Tests				1.5			\$165
Engineering/Report Preparation	4		12	10			\$3,280
							\$0
<b>TOTAL DSC :</b>	4	0	16	19.5	0	0	<b>\$4,845</b>
<b>LABORATORY TEST SUMMARY</b>							
	Est. No.	Unit	Total	<b>ESTIMATED DIRECT EXPENSES:</b>			
Test	Tests	Cost	Cost		Mileage:		
Moisture Content	0	\$20	\$0		Field Supplies:	\$5	
Grain Size Analysis	0	\$110	\$0		<b>TOTAL DIRECT EXPENSES:</b>	<b>\$155</b>	
Cation Exchange Capacity	0	\$100	\$0				
<b>TOTAL LABORATORY TESTING:</b>			<b>\$0</b>	<b>PROJECT TOTALS AND SUMMARY:</b>			
				Total Labor Cost		\$4,845	
				Direct Expenses		\$155	
				Subcontractor Lab Tests		\$0	
				<b>TOTAL:</b>		<b>\$5,000</b>	



## EXHIBIT B

### Fee Schedule

See Parametrix Budget Estimate (Exhibit B) on the following pages.

Client: City of Black Diamond  
Project: Pipe Suspension Bridge Preliminary

**Exhibit B**  
**Pipe Suspension Bridge**  
**Budget Estimate**

Burdened Rates:				Project Account	Shari Morgan	Surveyor III	Scott D. Speer	Consultant	Austin Fisher	Designer IV	Alvin R. Valencia	Project Coord	Lauretha L. Ruffin	Technical Lead	Steven N. Sharpe	Survey Supervisor	Jared M. Kemnitz	Engineer	Joseph R. Merth	Engineer III	Benjamin J. Schlar	Surveyor II	Joshua M. Kelly	Project Coord	Lauren M. Jones
Task	SubTask	Description	Labor Dollars	Lbr Hrs	\$120.00	\$120.00	\$235.00	\$150.00	\$105.00	\$130.00	\$170.00	\$215.00	\$130.00	\$105.00	\$105.00										
01		Preliminary Engineering	\$92,010.00	666	12	122	8	68	4	70	18	80	170	102	12										
	01	Project Management and QA/QC	\$8,300.00	44			8																		
	02	Topographic Survey / Easement Support	\$39,370.00	328	12	122				4	70	18		102											
	02A	Survey - Utility Locate	(see below)																						
	03	Geotechnical Exploration - PanGEO	(see below)																						
	04	Preliminary Engineering	\$40,380.00	270				60										48		162					
	05	Pipe Size and Type Coordination	\$3,960.00	24				8										8		8					
<b>Labor Totals:</b>				<b>\$92,010.00</b>	<b>666</b>	<b>12</b>	<b>122</b>	<b>8</b>	<b>68</b>	<b>4</b>	<b>70</b>	<b>18</b>	<b>80</b>	<b>170</b>	<b>102</b>	<b>12</b>									
<b>Totals:</b>				<b>\$92,010.00</b>																					

<b>Subconsultants</b>	
Applied Professional Services Inc	\$4,020.00
PanGEO Inc	\$21,160.00
<b>Subconsultants Total:</b>	<b>\$25,180.00</b>

<b>Other Direct Expenses</b>	
Mileage (at \$0.545 per mile)	\$545.00
Survey Equipment (\$140/Use)	\$1,680.00
<b>Other Direct Expenses Total:</b>	<b>\$2,225.00</b>

**Project Total** **\$119,415.00**

## EXHIBIT C

### Billing Rates and Reimbursable Expenses

See Parametrix Billing Rates and Reimbursable Expenses on the following page. (Note: Reimbursable Expenses are shown on the Budget Estimate under Exhibit B.)



## Parametrix Puget Sound Billing Rates - October 1, 2017 through September 30, 2018

Classification	Grade	Rate for Billing	Classification	Grade	Rate for Billing
CADD Operator I	8	\$90	Jr. Planner	8	\$85
CADD Operator II	9	\$100	Planner I	10	\$95
CADD Operator III	11	\$115	Planner II	11	\$110
CADD Supervisor/Technical Lead	12	\$130	Planner III	12	\$125
CADD Services Manager	14	\$140	Planner III	13	\$130
			Planner IV	14	\$145
Jr. Designer	8	\$90	Sr. Planner	15	\$160
Designer I	10	\$105	Sr. Planner	16	\$190
Designer II	11	\$120	Sr. Planner	17	\$205
Designer III	12	\$130			
Designer III	13	\$145	Jr. Scientist/Biologist	8	\$90
Designer IV	14	\$150	Scientist/Biologist I	10	\$100
Sr. Designer	15	\$170	Scientist/Biologist II	11	\$115
Sr. Designer	16	\$185	Scientist/Biologist III	12	\$125
Sr. Designer	17	\$200	Scientist/Biologist III	13	\$135
			Scientist/Biologist IV	14	\$150
Jr. Engineer	8	\$90	Sr. Scientist/Biologist	15	\$175
Engineer I	10	\$110	Sr. Scientist/Biologist	16	\$190
Engineer II	11	\$120	Sr. Scientist/Biologist	17	\$200
Engineer III	12	\$130			
Engineer III	13	\$140	Environmental Technician I	7-8	\$95
Engineer IV	14	\$160	Environmental Technician II	9	\$100
Sr. Engineer	15	\$170	Environmental Technician III	10	\$105
Sr. Engineer	16	\$190			
Sr. Engineer	17	\$215	Jr. Hydrogeologist	8	\$90
Sr. Consultant	18	\$225	Hydrogeologist I	10	\$105
Sr. Consultant	19	\$235	Hydrogeologist II	11	\$110
			Hydrogeologist III	12-13	\$130
Electrical Designer I	11	\$115	Hydrogeologist IV	14	\$145
Electrical Designer II	12	\$130	Sr. Hydrogeologist	15	\$170
Electrical Designer III	13	\$145	Sr. Hydrogeologist	16	\$185
Electrical Designer IV	14-15	\$150	Sr. Hydrogeologist	17	\$195
Sr. Electrical Designer	16-17	\$180			
Sr. Electrical Designer	18	\$185	GIS Technician	9	\$100
Electrical Engineer I	11	\$115	GIS Analyst	10	\$105
Electrical Engineer II	12	\$130	Sr. GIS Analyst	11	\$115
Electrical Engineer III	13	\$145			
Electrical Engineer IV	14-15	\$160	Graphic Designer	10-11	\$115
Sr. Electrical Engineer	16-17	\$190	Sr. Graphic Designer	12-13	\$130
Sr. Electrical Engineer	18	\$225			
Jr. Surveyor	8	\$90	Publications Specialist I	8	\$100
Surveyor I	9	\$100	Publications Specialist II	9-10	\$105
Surveyor II	10	\$105	Sr. Publications Specialist	10-11	\$115
Surveyor III	11	\$120	Publications Supervisor	12-13	\$130
Sr. Surveyor	12	\$130	Technical Editor	10-11	\$120
Sr. Surveyor	13	\$160	Sr. Technical Editor	12-13	\$130
Survey Supervisor	14-16	\$170			
Sr Surveyor of Operations	17	\$185	Technical Aide	7	\$80
Survey Prevailing Wage*			Sr. Technical Aide	8	\$90
			Project Coordinator	9	\$100
Jr. Inspector	8	\$90	Sr. Project Coordinator	10	\$105
Construction Inspector	10-11	\$110	Project Controls Specialist	11	\$115
Sr. Construction Inspector	12-13	\$130	Sr. Project Controls Specialist	12-13	\$130
Resident Engineer	13	\$140			
Resident Engineer	14	\$150	Project Accountant	9	\$100
Construction Manager I	12-14	\$145	Sr. Project Accountant	10-11	\$120
Construction Manager II	15-17	\$160	Accounting Specialist	9	\$100
Sr. Construction Manager	15	\$170	Sr. Accounting Specialist	10-11	\$105
Sr. Construction Manager	16-17	\$190			
Owner's Representative	19	\$215	Admin Assistant	7	\$80
			Sr. Admin Assistant	8	\$90
Division Manager	16-17	\$205	Office Administrator	10-11	\$110
Division Manager	18-19	\$225	Sr. Office Administrator	12-13	\$135
Operations Manager	16-17	\$205	Office Administrative Manager	14-15	\$155
Operations Manager	18-19	\$240	Business Manager	15-16	\$160
Program Manager	19-20	\$245	Sr. Contract Administrator	11	\$130
Principal Consultant	19	\$240	Director of Risk Management	20	\$260
Principal Consultant	20	\$260			
Vice President/Sr. Vice President	19-20	\$260	UAV Pilot		\$155
			Expert Witness		\$350

\* Prevailing Wage Rates apply to construction surveying on all Washington Public Works Projects.

# Water Department

W1

## Springs & Transmission Reconstruction (WSFFA)

13.06

### DESCRIPTION

This project will protect and rehabilitate the existing open springs, replacing pipes over the steep slope, and reconstructing the river crossing. This will include a new pumping system and replacing the transmission main back to Black Diamond.

### BACKGROUND

In late 2013, the city contracted with RH2 to study and compare two alternative concepts to improve and redevelop the springs to full water right capacity. The Springs Alternative Analysis Study recommended that the city pursue tapping an artesian spring on the north side of the river rather than reconstructing the spring collection system on the south side. After discussions with the Department of Health and Department of Ecology, it was determined that the city could not transfer its water right to the north side of the Green River, leaving the city to only withdraw water from the current location.

### COMMENTS

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

CAPITAL PROJECT COSTS	Total \$ 2019 - 2024	2019	2020	2021	2022	2023	2024
Road/bldg imp.	30,000		30,000				
Preliminary Engineering		<i>complete</i>					
Design Engineering	600,000	600,000					
Management / Admin	75,000	25,000	50,000				
Easements	15,000	15,000					
Construction Costs	4,000,000	2,000,000	2,000,000				
Legal Fees	15,000	5,000	10,000				
<b>TOTAL COSTS</b>	<b>4,735,000</b>	<b>2,645,000</b>	<b>2,090,000</b>				
<b>REQUESTED FUNDING</b>							
Water Supply & Fac. Fnd Agrmt.	4,735,000	2,645,000	2,090,000				
<b>TOTAL SOURCES</b>	<b>4,735,000</b>	<b>2,645,000</b>	<b>2,090,000</b>				





**Scott Hanis**

**From:** Seth Boettcher  
**Sent:** Monday, September 10, 2018 4:37 PM  
**To:** Scott Hanis  
**Subject:** FW: schedule

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**From:** Geoff Dillard <gdillard@rh2.com>  
**Sent:** Monday, September 10, 2018 3:34 PM  
**To:** Seth Boettcher <sboettcher@blackdiamondwa.gov>  
**Subject:** schedule

City of Black Diamond  
Springs Source Rehabilitation  
Phasing & Cost Allocation

Phase - Description	2018	2019		2020		2021		Total
	2nd Half	1st Half	2nd Half	1st Half	2nd Half	1st Half	2nd Half	
Phase 1 - Supply Pipes and Pumps								
Design & Permitting	\$ 200,000	\$ 395,000						\$ 595,000
Construction		\$ 2,460,000						\$ 2,460,000
Phase 2 - Transmission Main to City								
Design & Permitting		\$ 66,500	\$ 66,500					\$ 133,000
Construction				\$ 1,318,000				\$ 1,318,000
Phase 3 - Spring Source Rehabilitation								
Design & Permitting				\$ 103,500				\$ 103,500
Construction					\$ 928,500			\$ 928,500
Total	\$ 200,000	\$ 2,921,500	\$ 66,500	\$ 1,421,500	\$ 928,500	\$ -	\$ -	\$ 5,538,000