



**CITY OF BLACK DIAMOND**  
**December 6, 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** – December 6, 2018 – Check No. 46915 through 46975 in the amount of \$215,968.52
- 2) Payroll** - November 30, 2018 – Check No. 19674 through 19693 and ACHs in the amount of \$328,068.91
- 3) Minutes** –Work Session of November 8, 2018 Special Meeting of November 8, 2018, Special Meeting of November 15, 2018, and Council Meeting of November 15, 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.

**CLOSED SESSION:** To discuss collective bargaining pursuant to RCW 42.30.140(4)

**PUBLIC HEARINGS:**

**UNFINISHED BUSINESS:** None

**NEW BUSINESS:**

- 4) AB18-107** – Resolution No. 18-1283 Adopting Collective Bargaining Agreement with Teamsters 117 Professional Unit Mr. Altman
- 5) AB18-108** – Resolution No. 18-1284 Adopting Collective Bargaining Agreement with Teamsters 117 Public Works/Admin Support Unit Mr. Altman
- 6) AB18-109** – Ordinance No. 18-1110 Adopting Complete Streets Policy Mr. Boettcher
- 7) AB18-110** – Resolution No. 18-1285 Adopting Stormwater Program Plan Mr. Boettcher
- 8) AB18-111** – Resolution No. 18-1286 Accepting TIB Grant for Roberts Drive Project Mr. Boettcher
- 9) AB18-112** – Ordinance No. 18-1111 Regarding Business License Regulations Ms. Kincaid
- 10) AB18-113** – Ordinance No. 18-1112 Amending 2018 Operating Budget Ms. Miller
- 11) AB18-114** – Ordinance No. 18-1113 Regarding Stormwater Rate Increase Ms. Miller
- 12) AB18-115** – Ordinance No. 18-1114 Adopting 2019 Operating Budget Ms. Miller
- 13) AB18-116** – Resolution No. 18-1287 Regarding Uncollectable Utility Bill Accounts Ms. Miller

**DEPARTMENT REPORTS:**

**MAYOR'S REPORT:**

**COUNCIL REPORTS:**

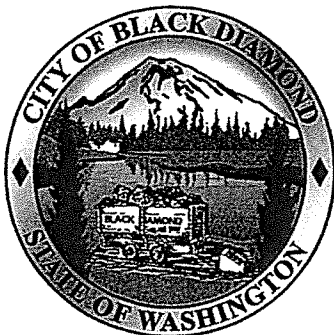
- Councilmember Deady
- Councilmember Oglesbee
- Councilmember Edelman
- Councilmember Stout
- Councilmember Wisnoski

**ATTORNEY REPORT:**

**PUBLIC COMMENTS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**



### CERTIFICATION

Date: December 6<sup>th</sup>, 2018 Council Meeting

Check No.'s/EFT      Batch Name      Check/EFT Date      Amount

46915 – 46917	November – Early 3 <sup>rd</sup> October Batch	11/16/2018	\$ 42,515.83
46918 – 46971	November – 3 <sup>rd</sup> October Batch for 12/06 Council	12/07/2018	\$ 165,257.30
46972 – 46975	December – 1 <sup>st</sup> November Batch for 12/06 Council	12/07/2018	\$ 8,195.39
		TOTAL	\$ 215,968.52

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

May Miller  
MAY MILLER, FINANCE DIRECTOR

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

11-29-2018  
DATE

\_\_\_\_\_  
DATE

COUNCILMEMBERS

DATE

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# Register

Fiscal: 2018

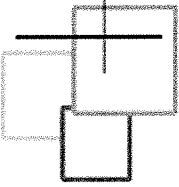
Deposit Period: 2018 - December, 2018 - November

Check Period: 2018 - December - 1st Dec Batch for 12/06 Council, 2018 - November - 3rd Nov Batch for 12/06 Council, 2018 - November - Early 3rd November Batch

Number	Name	Print Date	Amount
<b>Check</b>			
46915	Kenyon Disend, PLLC	11/16/2018	\$17,651.48
46916	MRSC Rosters	11/16/2018	\$135.00
46917	Varius Inc.	11/16/2018	\$24,729.35
46918	AHBL, Inc.	12/7/2018	\$28,092.50
46919	Amazon Capital Services	12/7/2018	\$348.21
46920	APS, Inc	12/7/2018	\$233.49
46921	Art Gamblin Motors	12/7/2018	\$573.20
46922	Beatriz Jordan	12/7/2018	\$161.42
46923	BHC Consultants, LLC	12/7/2018	\$59,255.33
46924	Black Diamond Auto Parts	12/7/2018	\$52.80
46925	Breland Commercial Tire, LLC	12/7/2018	\$1,158.65
46926	C And B Awards, Engraving	12/7/2018	\$18.46
46927	Cadman, Inc.	12/7/2018	\$258.17
46928	CenturyLink (AZ)	12/7/2018	\$33.02
46929	CenturyLink (WA)	12/7/2018	\$1,087.83
46930	CHS/Cenex	12/7/2018	\$5,328.33
46931	City of Enumclaw	12/7/2018	\$6,076.00
46932	City of Issaquah	12/7/2018	\$194.00
46933	Collective Parks - Cedarbrook MHC, LLC	12/7/2018	\$4,000.00
46934	Comcast (34744)	12/7/2018	\$230.50
46935	Comcast (PA)	12/7/2018	\$396.35
46936	Dan Rowley	12/7/2018	\$118.00
46937	Francotyp-Postalia, Inc.	12/7/2018	\$130.32
46938	Fugate Ford	12/7/2018	\$275.45
46939	H.D. Fowler Company	12/7/2018	\$760.14
46940	Home Depot Credit Service	12/7/2018	\$52.00
46941	Jay's Tree Service	12/7/2018	\$543.00
46942	Johnsons Home & Garden	12/7/2018	\$479.12
46943	Karen S. Lentz, PLLC	12/7/2018	\$3,400.00
46944	King County Finance	12/7/2018	\$1,360.51
46945	King County Finance - I-Net	12/7/2018	\$375.00
46946	King County Office of Finance	12/7/2018	\$210.82
46947	King County Radio Comm Services	12/7/2018	\$1,609.45
46948	Krista White Swain	12/7/2018	\$3,600.00
46949	Kyocera	12/7/2018	\$898.36
46950	L.N. Curtis & Sons	12/7/2018	\$313.47
46951	Les Schwab Tire Ctr - MV	12/7/2018	\$159.00
46952	Mayene Miller	12/7/2018	\$397.82
46953	O'Brien, Barton, & Hopkins, PLLP	12/7/2018	\$2,750.00

46954	Office Products Nationwide	12/7/2018	\$560.83
46955	Parametrix, Inc.	12/7/2018	\$10,771.91
46956	Platt	12/7/2018	\$5.07
46957	Puget Sound Energy	12/7/2018	\$7,879.02
46958	Quill	12/7/2018	\$53.19
46959	Republic Services #176	12/7/2018	\$796.80
46960	RH2 Engineering Inc.	12/7/2018	\$2,970.00
46961	Safe Security	12/7/2018	\$54.98
46962	Seth Boettcher	12/7/2018	\$54.76
46963	Shane O'Neill	12/7/2018	\$900.00
46964	SkillPath Seminars	12/7/2018	\$148.64
46965	South Correctional Entity	12/7/2018	\$350.00
46966	Steven W. Crawford	12/7/2018	\$250.00
46967	Summit Law Group	12/7/2018	\$4,402.50
46968	Valley Communications Center	12/7/2018	\$8,905.53
46969	Wa Association of Sheriffs & Police Chiefs	12/7/2018	\$300.00
46970	Water Management Laboratories, Inc.	12/7/2018	\$68.00
46971	Yakima County Dept. of Corrections	12/7/2018	\$1,855.35
46972	ADT Security Services (PA)	12/7/2018	\$52.63
46973	Karen S. Lentz, PLLC	12/7/2018	\$3,400.00
46974	Sorci Family LLC	12/7/2018	\$3,742.76
46975	Watterson Excavatin Inc	12/7/2018	\$1,000.00
		<b>Total</b>	<b>\$215,968.52</b>

# Voucher Directory with Transaction Date



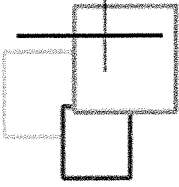
Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
<b>Kenyon Disend, PLLC</b>						
46915	187836		10/31/2018	2018 - November - Early 3rd November Batch		
		Capital Projects				
		001-000-150-515-30-41-31		Legal Svs-Franchise-Cov Wtr		\$145.00
		001-000-150-515-30-41-33		Legal Svs Franchise Costs Soos Cr.		\$260.00
		310-000-011-594-18-64-00		General Government Technology		\$87.00
		402-000-000-594-34-63-11		WSFFA-Partner-Legal Costs		\$203.00
		408-000-003-535-80-41-00		Sewer Lagoon Preservation		\$699.00
		410-000-009-595-40-63-03		Storm Pond Other Costs		\$174.15
	Total 187836					\$1,568.15
46915	187837		10/31/2018	2018 - November - Early 3rd November Batch		
		PDR Requests				
		001-000-150-515-30-41-17		Legal Costs-Public Disc/Oth		\$1,682.65
	Total 187837					\$1,682.65
46915	187838		10/31/2018	2018 - November - Early 3rd November Batch		
		General City Attorney				
		001-000-150-515-30-41-01		Legal Services-General Govt		\$2,289.64
		101-000-000-543-30-41-05		Legal Costs		\$508.81
		401-000-000-534-80-41-04		Legal Svcs		\$763.21
		407-000-000-535-80-41-09		Legal Costs		\$763.21
		410-000-000-531-10-41-01		Legal Costs		\$763.21
	Total 187838					\$5,088.08
46915	187839		10/31/2018	2018 - November - Early 3rd November Batch		
		MDRT				
		001-000-257-558-70-41-00		MDRT Legal Services		\$9,312.60
	Total 187839					\$9,312.60
	Total 46915					\$17,651.48
	Total Kenyon Disend, PLLC					\$17,651.48

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

**MRSC Rosters**

46916	45206	11/13/2018	2018 - November - Early 3rd November Batch		
		<b>Small Works Roster</b>			
		101-000-000-542-90-49-00	Miscellaneous		\$33.75
		401-000-000-534-80-49-02	Memberships		\$33.75
		407-000-000-535-80-49-04	Miscellaneous		\$33.75
		410-000-000-531-10-49-00	Miscellaneous		\$33.75
	<b>Total 45206</b>				<b>\$135.00</b>
<b>Total 46916</b>					<b>\$135.00</b>
<b>Total MRSC Rosters</b>					<b>\$135.00</b>
<b>Varius Inc.</b>					
46917	1060 V	11/2/2018	2018 - November - Early 3rd November Batch		
		<b>TA12 - PrePlatt V24</b>			
		001-000-257-558-70-41-02	MDRT Civil Engineering-		\$18,864.35
	<b>Total 1060 V</b>				<b>\$18,864.35</b>
46917	1061 V	11/2/2018	2018 - November - Early 3rd November Batch		
		<b>TA3 - PP1A Div 3-7</b>			
		001-000-257-558-70-41-02	MDRT Civil Engineering-		\$3,565.00
	<b>Total 1061 V</b>				<b>\$3,565.00</b>
46917	1062 V	11/2/2018	2018 - November - Early 3rd November Batch		
		<b>TA2 - Dogwood Extension</b>			
		001-000-257-558-70-41-02	MDRT Civil Engineering-		\$2,300.00
	<b>Total 1062 V</b>				<b>\$2,300.00</b>
<b>Total 46917</b>					<b>\$24,729.35</b>
<b>Total Varius Inc.</b>					<b>\$24,729.35</b>
<b>Vendor Count</b>	<b>3</b>			<b>Grand Total</b>	<b>\$42,515.83</b>

# Voucher Directory with Transaction Date



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

AHBL, Inc.

46918	110415	BD: 2180066.32 001-000-240-558-60-41-08	10/31/2018	2018 - November - 3rd Nov Batch for 12/06 Council Prof Svs-Shoreline Mstr Prg	\$1,240.00 \$1,240.00
	Total 110415				
46918	110451	BD: 218006630 001-000-240-558-51-41-08 BD 09/26-10/25 Services	10/31/2018	2018 - November - 3rd Nov Batch for 12/06 Council Prof Svs-Planning/Reg Review	\$2,532.50 \$2,532.50
	Total 110451				
46918	110452	MDRT: 2180066.31 001-000-257-558-70-49-00 MDRT 09/26-10/25 Services	10/31/2018	2018 - November - 3rd Nov Batch for 12/06 Council MDRT- Prof Svcs - Planning	\$23,770.00 \$23,770.00
	Total 110452				
46918	110453	BD: 2180066.33 001-000-240-558-51-41-08 BD 09/26-10/25 Services	10/31/2018	2018 - November - 3rd Nov Batch for 12/06 Council Prof Svs-Planning/Reg Review	\$495.00 \$495.00
	Total 110453				
46918	110473	BD: 2180066.34 001-000-240-558-51-41-08	10/31/2018	2018 - November - 3rd Nov Batch for 12/06 Council Prof Svs-Planning/Reg Review	\$55.00

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

BD 09/26-10/25 Services

Total 110473  
 Total 46918  
 Total AHBL, Inc.  
 Amazon Capital Services

46919	11GX-HPPG-64CC	Court	11/14/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
		001-000-120-512-50-31-00		Operating Supplies	\$217.18
	Total 11GX-HPPG-64CC	Recorder			\$217.18
46919	11GX-HPPG-CHMY	EOC	11/14/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
		001-000-191-525-60-31-00		Emergency Management Supplies	\$28.23
	Total 11GX-HPPG-CHMY	Battery Charger			\$28.23
46919	1KD1-TKFF-GNJK	PW	11/14/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
		101-000-000-544-90-31-00		PW Clearing Acct-Supplies	\$66.11
	Total 1KD1-TKFF-GNJK	Battery Charger			\$66.11
46919	1Q13-GKWD-LD77	Court	11/19/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
		001-000-120-512-50-31-00		Operating Supplies	\$36.69
	Total 1Q13-GKWD-LD77	Counterfeit Detector			\$36.69
	Total 46919				\$348.21
	Total Amazon Capital Services				\$348.21

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

APS, Inc	46920	70973	11/17/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
			Postage Meter Ink & Labels		
			001-000-180-518-50-45-01	Postage Meter Rental & Maint.	\$233.49
Total APS, Inc	Total 46920	Total 70973			\$233.49
Art Gamblin Motors	46921	272009	11/17/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
			PD 2011 Chevy Tahoe		
			001-000-210-521-10-48-01	PD-Vehicle Maintenance & Repair	\$573.20
			Unit 29		
Total Art Gamblin Motors	Total 46921	Total 272009			\$573.20
Beatriz Jordan	46922	1292	11/14/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
			Nov 2018 Services		
			001-000-120-512-50-41-04	Court Interpreter	\$161.42
Total Beatriz Jordan	Total 46922	Total 1292			\$161.42
BHC Consultants, LLC	46923	0010419	11/19/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
			09/29-10/26 Building Inspection Services		
			001-000-240-558-51-41-03	Prof Svcs-Inspection Svcs	\$59,255.33
Total BHC Consultants, LLC	Total 46923	Total 0010419			\$59,255.33

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

**Black Diamond Auto Parts**

46924	433444	10/31/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
		001-000-210-521-10-48-01	PD-Vehicle Maintenance & Repair		\$52.80
Total 46924	Total 433444				\$52.80

**Total Black Diamond Auto Parts**

**Breland Commercial Tire, LLC**

46925	D0317	11/8/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
		John Deere Tractor Repair & Maint			
		101-000-000-544-90-48-02	PW Clearing- Shared Veh/Equip Maint		\$1,158.65
Total 46925	Total D0317				\$1,158.65

**Total Breland Commercial Tire, LLC**

**C And B Awards, Engraving**

46926	5913	11/14/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
		Planning Commission			
		001-000-240-558-60-49-00	Miscellaneous		\$18.46
Total 46926	Total 5913				\$18.46

**Total C And B Awards, Engraving**

**Cadman, Inc.**

46927	5566418	11/21/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
		5/8" - Minus Rock			
		101-000-000-542-90-31-01	Streets Operating Supplies		\$258.17
Total 46927	Total 5566418				\$258.17

**Total Cadman, Inc.**

**Total 46927**

**Total 5566418**

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

## CenturyLink (AZ)

46928	1454946425	11/11/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
		10/12-11/11 Services			
		001-000-254-518-20-42-00	Facilities-Telephones		\$33.02
			Facilities-Old City Hall Main Line # 360-886-2560		\$33.02
					\$33.02
		Total 1454946425			\$33.02

Total 46928

Total CenturyLink (AZ)

## CenturyLink (WA)

46929	111118 CL	11/11/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
		10/12-11/11 Services			
		001-000-120-512-50-42-00	Telephone/DSL		\$49.64
		360-886-2456 160B: PD/CT Security Line			
		001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards		\$89.87
		360-886-2862 596B: Police-Line 2			
		001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards		\$86.39
		360-886-2901 325B: Police-Fax			
		001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards		\$179.82
		253-631-1012 182B: Police-Main Line			
		001-000-270-576-80-42-00	Telephone/DSL/Radios		\$5.83
		360-886-2523 656B: PW Shop Allocation			
		001-000-280-536-20-42-00	Telephone, DSL & Radios		\$2.91
		360-886-2523 656B: PW Shop Allocation			
		101-000-000-542-90-42-01	Telephone/DSL/Radios		\$31.99
		360-886-2523 656B: PW Shop Allocation			
		401-000-000-534-80-42-00	Telephone/DSL/Radios		\$34.90
		360-886-2523 656B: PW Shop Allocation			
		401-000-000-534-80-42-00	Telephone/DSL/Radios		\$324.00
		360-886-7235 830B: Water Reservoir			
		407-000-000-535-80-42-00	Telephone/DSL/Radios		\$34.90
		360-886-2523 656B: PW Shop Allocation			
		407-000-000-535-80-42-00	Telephone/DSL/Radios		\$48.55
		360-886-0474 006B: Ridge Sewer Pump Station			
		407-000-000-535-80-42-00	Telephone/DSL/Radios		\$60.05
		360-886-8146 712B: Old Lawson Pump Station			
		407-000-000-535-80-42-00	Telephone/DSL/Radios		\$49.64
		360-886-0537 580B: Diamond Glen Sewer			

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
		407-000-000-535-80-42-00	Telephone/DSL/Radios		\$54.44
		360-886-2835 784B: Morganville Pump Station			
		410-000-000-531-10-42-00	Telephone/DSL/Radios		\$34.90
		360-886-2523 656B: PW Shop Allocation			
	Total 111118 CL				\$1,087.83
Total 46929					\$1,087.83
Total CenturyLink (WA)					\$1,087.83
CHS/Cenex					
46930		10/31/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
	124244 103118				
		Oct 2018 City Fuel			
		001-000-181-518-30-32-00	Fuel		\$346.84
		001-000-246-558-70-32-00	Fuel		\$622.29
		001-000-270-576-80-32-00	Fuel		\$46.54
		001-000-280-536-20-32-00	Fuel		\$23.27
		101-000-000-543-50-32-00	Fuel		\$255.94
		401-000-000-534-80-32-00	Fuel		\$279.23
		407-000-000-535-80-32-00	Fuel		\$279.23
		410-000-000-531-10-32-00	Fuel		\$2,132.57
	Total 124244 103118				
46930		10/31/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
	128275 103118				
		Oct 2018 PD Fuel			
		001-000-210-521-10-32-00	PD-Fuel		\$3,195.76
	Total 128275 103118				\$3,195.76
Total 46930					\$5,328.33
Total CHS/Cenex					\$5,328.33
City of Enumclaw					
46931		10/8/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
	05425				
		Jail Services for July, Aug & Sep 2018			
		001-000-211-523-60-49-00	Jail Costs		\$6,076.00
	Total 05425				\$6,076.00
Total 46931					\$6,076.00
Total City of Enumclaw					\$6,076.00



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
<b>Comcast (34744)</b>					
46934	0106172 111018	11/10/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
	11/17-12/16 Services				
	001-000-214-521-20-42-00		Police Telephone/DSL/Air Cards		\$3.29
	Police Cable TV Act 8498 34 014 0106172				
	Total 0106172 111018				\$3.29
46934	0122286 111218	11/12/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
	11/22-12/21 Services				
	001-000-120-512-50-42-00		Telephone/DSL		\$227.21
	Court Phone Act 8498 34 014 0122286				
	Total 0122286 111218				\$227.21
Total Comcast (34744)					\$230.50
<b>Comcast (PA)</b>					
46935	71849832	11/11/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
	Nov 2018 Services				
	001-000-248-518-20-42-00		MDRT Telephone, Fax, Internet costs		\$55.49
	001-000-254-518-20-42-00		Facilities-Telephones		\$237.81
	101-000-000-542-90-42-01		Telephone/DSL/Radios		\$25.76
	401-000-000-534-80-42-00		Telephone/DSL/Radios		\$25.76
	407-000-000-535-80-42-00		Telephone/DSL/Radios		\$25.77
	410-000-000-531-10-42-00		Telephone/DSL/Radios		\$396.35
	Total 71849832				\$396.35
Total Comcast (PA)					\$396.35
<b>Dan Rowley</b>					
46936	BLD18-0183	11/13/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
	CD Refund: Hydraulic Analysis Deposit				
	401-000-000-369-91-03-00		Water Deposits		\$118.00
	Total BLD18-0183				\$118.00
Total Dan Rowley					\$118.00

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

**Francotyp-Postalia, Inc.**

46937	RI103863078		11/14/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
		11/14/18-02/13/19 Postage Meter Rental			
		001-000-180-518-50-45-01		Postage Meter Rental & Maint.	\$130.32
Total 46937	Total RI103863078				\$130.32
Total Francotyp-Postalia, Inc.					\$130.32

**Fugate Ford**

46938	426624		11/14/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
		PD 2017 Ford Interceptor			
		001-000-210-521-10-48-01		PD-Vehicle Maintenance & Repair	\$275.45
		Unit 2			
Total 46938	Total 426624				\$275.45
Total Fugate Ford					\$275.45

**H.D. Fowler Company**

46939	I5005820		11/2/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
		401-000-000-534-80-31-01		Water Operating Supplies	\$533.59
		407-000-000-535-80-48-02		Sewer System Rep & Mtc-Ext/Int	\$187.71
		410-000-000-531-10-31-01		Stormwater Operating Supplies	\$38.84
Total 46939	Total I5005820				\$760.14
Total H.D. Fowler Company					\$760.14

**Home Depot Credit Service**

46940	7583289		11/7/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
		CH Bldg Maint			
		001-000-254-518-20-31-00		Facilities Operating Supplies	\$52.00
Total 46940	Total 7583289				\$52.00
Total Home Depot Credit Service					\$52.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount
<b>Jay's Tree Service</b>					
46941	1 HFC-100	11/13/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
		<b>Tree Removal</b>			
		401-000-000-534-80-41-10	Professional Services		\$543.00
	<b>Total 1 HFC-100</b>				\$543.00
	<b>Total 46941</b>				\$543.00
<b>Total Jay's Tree Service</b>					
<b>Johnsons Home &amp; Garden</b>					
46942	431268	11/2/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
		001-000-270-576-80-31-03	Parks Operating Supplies		\$556.25
	<b>Total 431268</b>				\$556.25
46942	431270	11/2/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
		001-000-270-576-80-31-03	Parks Operating Supplies		(\$110.77)
		Credit: Price Correction			(\$110.77)
	<b>Total 431270</b>				
46942	431309	11/5/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
		001-000-270-576-80-31-01	Parks Office Supplies		\$33.64
	<b>Total 431309</b>				\$33.64
	<b>Total 46942</b>				\$479.12
<b>Total Johnsons Home &amp; Garden</b>					
<b>Karen S. Lentz, PLLC</b>					
46943	1038	11/15/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
		<b>Oct 2018 Services</b>			
		001-000-151-515-30-41-04	Court Legal-Pros Attorney		\$3,400.00
	<b>Total 1038</b>				\$3,400.00
	<b>Total 46943</b>				\$3,400.00
<b>Total Karen S. Lentz, PLLC</b>					

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

**King County Finance**

46944 95002-95002 10/31/2018 2018 - November - 3rd Nov Batch for 12/06 Council  
 101-000-000-542-64-48-01 Traffic Signal Maintenance  
 Total 95002-95002 \$518.01  
 \$518.01

46944 95106-95106 10/31/2018 2018 - November - 3rd Nov Batch for 12/06 Council  
 101-000-000-542-64-48-01 Traffic Signal Maintenance  
 Total 95106-95106 \$842.50  
 Total 46944 \$842.50  
 Total King County Finance \$1,360.51  
 King County Finance - I-Net \$1,360.51

46945 11007486 11/1/2018 2018 - November - 3rd Nov Batch for 12/06 Council  
 Oct 2018 Services Police Comm KC I-Net  
 001-000-214-521-20-42-01  
 Total 11007486 \$375.00  
 Total 46945 \$375.00  
 Total King County Finance - I-Net \$375.00  
 King County Office of Finance \$375.00

46946 111918 HPP 11/19/2018 2018 - November - 3rd Nov Batch for 12/06 Council  
 3rd Qtr 2018 Historic Preservation Services King Co Historical Preserv ILA  
 001-000-270-576-90-49-00 Pagani House  
 Total 111918 HPP \$210.82  
 Total 46946 \$210.82  
 Total King County Office of Finance \$210.82  
 \$210.82

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

**King County Radio Comm Services**

46947	13963	10/31/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
		Oct 2018 Services			
		001-000-214-521-20-41-03		K/C 800 Mhz Radio Costs	\$1,609.45
	Total 13963				\$1,609.45
	Total 46947				\$1,609.45

**Total King County Radio Comm Services**

**Krista White Swain**

46948	112618 KWS	11/26/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
		Nov 2018 Services			
		001-000-120-512-50-41-00		Court Judge	\$3,600.00
	Total 112618 KWS				\$3,600.00
	Total 46948				\$3,600.00

**Total Krista White Swain**

**Kyocera**

46949	55T1047874	11/16/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
		08/21-11/20 Overage Charges			
		001-000-210-521-10-45-00		PD-Lease Payments - US Bank/Copier	\$116.44
		Police Dept			
		001-000-248-518-20-45-03		MDRT-Copier Costs	\$109.50
		MDRT			
		001-000-254-518-20-45-04		Facilities Copier Maint Lease	\$199.48
		Community Dev			
		001-000-254-518-20-45-04		Facilities Copier Maint Lease	\$472.94
		City Hall			
	Total 55T1047874				\$898.36
	Total 46949				\$898.36

**Total Kyocera**

**\$898.36**

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

L.N. Curtis & Sons					
46950	INV225455		10/16/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
			001-000-210-521-10-31-04	PD-Uniforms	
Total 46950	Total INV225455				\$313.47
Total L.N. Curtis & Sons					\$313.47
Les Schwab Tire Ctr - MV					\$313.47
46951	39800341495		11/15/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
			PD 2008 Dodge Charger		
			001-000-210-521-10-48-01	PD-Vehicle Maintenance & Repair	\$76.51
			Unit 24		
Total 39800341495					\$76.51
46951	39800341622		11/16/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
			PD 2012 Chevy Tahoe		
			001-000-210-521-10-48-01	PD-Vehicle Maintenance & Repair	\$82.49
			Unit 30		
Total 39800341622					\$82.49
Total 46951					\$159.00
Total Les Schwab Tire Ctr - MV					\$159.00
Mayene Miller					
46952	111318 MM		11/13/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
			Aflac Reimbursement		
			633-000-000-589-90-00-04	Due for Flex 125 Med. Plan Reimb.	\$397.82
Total 46952	Total 111318 MM				\$397.82
Total Mayene Miller					\$397.82

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount
O'Brien, Barton, & Hopkins, PLLP	46953		11/7/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
	60163				
		Oct 2018 Services			
		001-000-151-515-91-41-00		Court Legal-Public Defender	\$2,750.00
		Total 60163			\$2,750.00
		Total 46953			\$2,750.00
		Total O'Brien, Barton, & Hopkins, PLLP			\$2,750.00
		Office Products Nationwide			
	46954		11/2/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
	1005835-0				
		001-000-246-558-70-31-00		Office Supplies	\$129.81
		MDRT Office Supplies			\$129.81
		Total 1005835-0			
	46954		11/13/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
	1007581-0				
		001-000-180-518-50-31-00		Office Supplies City Hall	\$136.69
		CH Office Supplies			\$136.69
		Total 1007581-0			
	46954		11/13/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
	1007582-0				
		001-000-254-518-20-31-00		Facilities Operating Supplies	\$62.40
		Bldg Maint Supplies			\$62.40
		Total 1007582-0			
	46954		11/15/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
	1008126-0				
		001-000-180-518-50-31-99		Office Supplies CD Bldg Clearing	\$107.92
		CD Office Supplies			\$107.92
		Total 1008126-0			
	46954		11/19/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
	1008655-0				
		001-000-180-518-50-31-00		Office Supplies City Hall	\$124.01
		CH Office Supplies			\$124.01
		Total 1008655-0			\$560.83
		Total 46954			\$560.83
		Total Office Products Nationwide			\$560.83

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

**Parametrix, Inc.**

46955	05736		11/12/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
		MDRT: 09/30-10/27 Traffic Eng Services			
		001-000-257-558-70-41-03		MDRT Traffic Engineering-Parametrix	\$1,152.50
		Task: 05-SR 169 RBT-PUB18-0028			\$1,152.50
	Total 05736				
46955	05737		11/12/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
		MDRT: 09/30-10/27 Traffic Eng Services			
		001-000-257-558-70-41-03		MDRT Traffic Engineering-Parametrix	\$940.00
		Task: 10-Commercial Building Site-PLN17-0053			\$940.00
	Total 05737				
46955	05739		11/12/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
		MDRT: 09/30-10/27 Traffic Eng Services			
		001-000-257-558-70-41-03		MDRT Traffic Engineering-Parametrix	\$2,986.46
		Task: 11-Roberts Drive Frontage Ph3			\$2,986.46
	Total 05739				
46955	05740		11/12/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
		MDRT: 09/30-10/27 Traffic Eng Services			
		001-000-257-558-70-41-03		MDRT Traffic Engineering-Parametrix	\$405.00
		Task: 08-V24 Preliminary Plat			\$405.00
	Total 05740				
46955	05741		11/12/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
		MDRT: 09/30-10/27 Traffic Eng Services			
		001-000-257-558-70-41-03		MDRT Traffic Engineering-Parametrix	\$646.70
		Task: 12-Roberts Drive Frontage Ph3 Illum			\$646.70
	Total 05741				
46955	05742		11/12/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
		BD: 09/30-10/27 Robert Dr Improvements			
		320-000-020-595-10-63-00		Roberts Dr 236th to Bruckner-Eng	\$3,896.25
		Task: 01-Design			\$3,896.25
	Total 05742				

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

46955	05825	11/13/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
		BD: 09/30-10/27 On-Call Survey			
		001-000-240-345-89-99-20	Pass thru Consultant-Deposits		\$745.00
		Task: 03-Weston Butt Short Plat Review-PLN18-0054			
Total 46955	Total 05825				\$745.00
Total Parametrix, Inc.					\$10,771.91
Platt					\$10,771.91
46956	T769223	11/8/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
		407-000-000-535-80-48-02	Sewer System Rep & Mtc-Ext/Int		\$5.07
Total 46956	Total T769223				\$5.07
Total Platt					\$5.07
Puget Sound Energy					
46957	110818 PSE	11/8/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
		Oct 2018 Services			
		001-000-212-521-50-47-00	Electric/gas		\$62.66
		220013379882: Police Storage			
		001-000-212-521-50-47-00	Electric/gas		\$934.14
		20009377470: PD/CT Elec			
		001-000-248-518-20-47-00	MDRT Electricity		\$240.90
		220013379841: MDRT Mod Bldgs Elec			
		001-000-254-518-20-47-00	Facilities-Utilities		\$361.35
		220013379841: CD/PW Mod Bldgs Elec			
		001-000-254-518-20-47-00	Facilities-Utilities		\$151.81
		20008061844: City Hall Elec			
		001-000-254-518-20-47-00	Facilities-Utilities		\$123.49
		20008062016: City Hall Elec			
		001-000-270-575-30-47-00	Museum Electric/Gas		\$544.12
		220013378793: Museum			
		001-000-270-575-51-47-00	Gym- Electricity and Gas		\$292.15
		220013379652: Gym			
		001-000-270-576-80-47-00	Electric/Gas		\$10.45
		220013379221: Lake Sawyer Boat Launch			

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
	Account Number		Title	
	001-000-270-576-80-47-00		Electric/Gas	\$3.55
	220013379635: PW Shop-Parks 4%			
	001-000-280-536-20-47-00		Electric/Gas	\$1.76
	220013379635: PW Shop-Cemetery 2%			
	101-000-000-542-63-47-01		Street Lighting	\$208.43
	220014704229: Intersection Light 219th & SE 296th St			
	101-000-000-542-63-47-01		Street Lighting	\$70.88
	220013379817: Ped Lighting Roberts			
	101-000-000-542-63-47-01		Street Lighting	\$45.84
	220013379197: Cov Sawyer & 216th			
	101-000-000-542-63-47-01		Street Lighting	\$1,879.55
	220013397355: PSE Streelights			
	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	\$13.79
	220013379601: Baker St Crosswalk			
	101-000-000-543-31-47-00		Electric/Gas	\$19.51
	220013379635: PW Shop-Street 22%			
	401-000-000-534-80-47-00		Electric/Gas	\$21.29
	220013379635: PW Shop-Water 24%			
	401-000-000-534-80-47-00		Electric/Gas	\$2,299.57
	220013378835: Booster Station			
	401-000-000-534-80-47-00		Electric/Gas	\$410.03
	220013378868: 4.3 Mil Gal Resv			
	401-000-000-534-80-47-00		Electric/Gas	\$17.33
	220013378850: .5 Mil Gal Resv			
	407-000-000-535-80-47-00		Electric/Gas	\$21.29
	220013379635: PW Shop-Sewer 24%			
	407-000-000-535-80-47-00		Electric/Gas	\$70.85
	220013378819: Morganville Lift Station			
	407-000-000-535-80-47-00		Electric/Gas	\$11.81
	220013379619: Sewer Pump			
	407-000-000-535-80-47-00		Electric/Gas	\$30.73
	220013379643: Diamond Glen Sewer			
	410-000-000-531-10-47-00		Electric/Gas	\$21.29
	220013379635: PW Shop-Drainage 24%			
	<b>Total 110818 PSE</b>			<b>\$7,879.02</b>
	<b>Total 46957</b>			<b>\$7,879.02</b>
	<b>Total Puget Sound Energy</b>			<b>\$7,879.02</b>

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

**Quill**

46958	24908	11/8/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
		Door Hanger Forms			
		401-000-000-534-80-49-04	Printing		\$24.47
		407-000-000-535-80-49-03	Printing		\$24.47
		410-000-000-531-10-49-03	Printing		\$4.25
Total 46958	Total 24908				\$53.19
					\$53.19
					\$53.19

**Total Quill**

**Republic Services #176**

46959	5536175	10/31/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
		001-000-248-518-20-47-03	MDRT-Waste Disposal Costs		\$102.00
		001-000-254-518-20-47-01	Facilities-Waste Disposal		\$153.00
					\$255.00
Total 46959	Total 5536175				

46959	5536484	10/31/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
		001-000-270-576-80-47-04	Waste Disposal		\$11.47
		PW-Parks			
		001-000-280-536-20-47-04	Waste Disposal		\$5.74
		PW-Cemetery			
		101-000-000-543-31-47-04	Waste Disposal		\$63.10
		PW-Street			
		401-000-000-534-80-47-04	Waste Disposal		\$68.83
		PW-Water			
		407-000-000-535-80-47-04	Waste Disposal		\$68.83
		PW-Sewer			
		410-000-000-531-10-47-04	Waste Disposal		\$68.83
		PW-Drainage			
Total 46959	Total 5536484				\$286.80

46959	5536636	10/31/2018	2018 - November - 3rd Nov Batch for 12/06 Council		
		001-000-212-521-50-47-04	Waste Disposal		\$255.00

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

	Total 5536636				
Total 46959					\$255.00
Total Republic Services #176					\$796.80
RH2 Engineering Inc.					\$796.80
46960			11/15/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
71542					
			MDRT: Oct 2018 Services		
			001-000-257-558-70-41-02	MDRT Civil Engineering-	
			Task 0101 Permit Review		\$2,970.00
Total 71542					
Total 46960					\$2,970.00
Total RH2 Engineering Inc.					\$2,970.00
Safe Security					\$2,970.00
46961			11/14/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
4943881				PW Clearing-shared Shop Cost	\$54.98
Total 4943881					\$54.98
Total 46961					\$54.98
Total Safe Security					\$54.98
Seth Boettcher					
46962			11/15/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
111518 SB					
			Employee Reimbursement		
			407-000-000-535-80-43-00	Lodging, Meals & Mileage	\$27.77
			Mileage		
			407-000-000-535-80-43-00	Lodging, Meals & Mileage	\$26.99
			Seattle Parking		
Total 111518 SB					\$54.76
Total 46962					\$54.76
Total Seth Boettcher					\$54.76

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

Shane O'Neill	46963	112018 SO	11/20/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
		Aflac Reimbursement			
		633-000-000-589-90-00-04		Due for Flex 125 Med. Plan Reimb.	\$900.00
Total Shane O'Neill	Total 46963	Total 112018 SO			\$900.00
SkillPath Seminars	46964	2212353	11/7/2018	2018 - November - 3rd Nov Batch for 12/06 Council	\$900.00
		101-000-000-544-90-49-00		PW Clearing-Shared Training- Clearing Acct	\$900.00
Total SkillPath Seminars	Total 46964	Total 2212353			\$148.64
South Correctional Entity	46965	3405	11/10/2018	2018 - November - 3rd Nov Batch for 12/06 Council	\$148.64
		Oct 2018 Services			\$148.64
		001-000-211-523-60-49-00		Jail Costs	\$148.64
		2 days			
Total South Correctional Entity	Total 46965	Total 3405			\$350.00
Steven W. Crawford	46966	111418 SWC	11/14/2018	2018 - November - 3rd Nov Batch for 12/06 Council	\$350.00
		Conflict Public Defender			\$350.00
		001-000-151-515-91-41-00		Court Legal-Public Defender	\$350.00
Total Steven W. Crawford	Total 46966	Total 111418 SWC			\$250.00

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

#### Summit Law Group

46967 98823 11/16/2018 2018 - November - 3rd Nov Batch for 12/06 Council  
 Oct 2018 General Services  
 001-000-150-515-30-41-02 Legal Services -Employment  
 Total 98823 \$427.50  
 \$427.50

46967 98824 11/16/2018 2018 - November - 3rd Nov Batch for 12/06 Council  
 Oct 2018 Teamsters Services  
 001-000-150-515-30-41-08 Legal Svcs-Union Contracts  
 Total 98824 \$3,975.00  
 Total 46967 \$3,975.00  
 Total Summit Law Group \$4,402.50  
 \$4,402.50

#### Valley Communications Center

46968 0023157 11/10/2018 2018 - November - 3rd Nov Batch for 12/06 Council  
 Oct 2018 911 Calls  
 001-000-214-521-20-41-00 Valley Comm - Dispatch Service  
 213 calls  
 Total 0023157 \$8,905.53  
 Total 46968 \$8,905.53  
 Total Valley Communications Center \$8,905.53  
 \$8,905.53

#### Wa Association of Sheriffs & Police Chiefs

46969 INV028522 11/12/2018 2018 - November - 3rd Nov Batch for 12/06 Council  
 WASPC 2018 Fall Training Conference  
 001-000-210-521-10-49-01 PD-Training  
 J. Kiblinger  
 Total INV028522 \$300.00

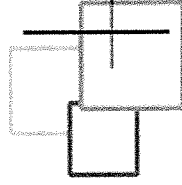
#### Total Wa Association of Sheriffs & Police Chiefs

#### Water Management Laboratories, Inc.

Total 46969 \$300.00  
 \$300.00  
 \$300.00  
 \$300.00  
 46970 171799 11/14/2018 2018 - November - 3rd Nov Batch for 12/06 Council  
 401-000-000-534-80-41-02 Water Testing and Sampling  
 Total 171799 \$21.00  
 \$21.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
	46970	171942	11/19/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
		Total 171942	401-000-000-534-80-41-02	Water Testing and Sampling	\$47.00
Total Water Management Laboratories, Inc.	Total 46970				\$47.00
Yakima County Dept. of Corrections					\$68.00
	46971	110718 YCDC	11/7/2018	2018 - November - 3rd Nov Batch for 12/06 Council	
		Oct 2018 Services	001-000-211-523-60-49-00	Jail Costs	\$1,855.35
			31 days		\$1,855.35
Total 46971	Total 110718 YCDC				\$1,855.35
Total Yakima County Dept. of Corrections					\$1,855.35
	Vendor Count	54		Grand Total	\$165,257.30

# Voucher Directory with Transaction Date



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
<b>ADT Security Services (PA)</b>						
	46972	678890137	11/13/2018	2018 - December - 1st Dec Batch for 12/06 Council		
		Dec 2018 Services				
		001-000-270-576-80-49-02		Security		\$2.11
		001-000-280-536-20-49-02		Security		\$1.05
		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		\$12.63
		Total 678890137				\$52.63
	Total 46972					\$52.63
<b>Total ADT Security Services (PA)</b>						
<b>Karen S. Lentz, PLLC</b>						
	46973	1039	11/28/2018	2018 - December - 1st Dec Batch for 12/06 Council		
		Nov 2018 Services				
		001-000-151-515-30-41-04		Court Legal-Pros Attorney		\$3,400.00
		Total 1039				\$3,400.00
	Total 46973					\$3,400.00
<b>Total Karen S. Lentz, PLLC</b>						
<b>Sorci Family LLC</b>						
	46974	113018 SFLLC	11/30/2018	2018 - December - 1st Dec Batch for 12/06 Council		
		Dec 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 113018 SFLLC				\$3,742.76
	Total 46974					\$3,742.76
<b>Total Sorci Family LLC</b>						

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
<b>Watterson Excavatin Inc</b>						
46975	112918 WE		11/29/2018	2018 - December - 1st Dec Batch for 12/06 Council		
		UB Refund: Hydrant Meter Deposit				
		401-000-000-343-60-00-00			Water Hydrant Rental	\$1,000.00
	Total 112918 WE					\$1,000.00
	Total 46975					\$1,000.00
Total Watterson Excavatin Inc						\$1,000.00
					<b>Grand Total</b>	<b>\$8,195.39</b>
		<b>Vendor Count</b>	<b>4</b>			

# City of Black Diamond

## Payroll Register for November 2018

Number	Name	Fiscal Description	Amount
<u>19674</u>	Paper Paycheck	2018 - November - Month End	\$692.00
<u>19675</u>	Paper Paycheck	2018 - November - Month End	\$1,455.00
<u>19676</u>	Paper Paycheck	2018 - November - Month End	\$3,640.00
<u>19677</u>	Paper Paycheck	2018 - November - Month End	\$1,563.97
<u>19678</u>	Paper Paycheck	2018 - November - Month End	\$1,476.22
<u>19679</u>	Paper Paycheck	2018 - November - Month End	\$214.49
<u>19680</u>	Paper Paycheck	2018 - November - Month End	\$5,327.60
<u>19681</u>	Paper Paycheck	2018 - November - Month End	\$1,377.83
<u>19682</u>	Paper Paycheck	2018 - November - Month End	\$4,093.77
<u>19683</u>	Paper Paycheck	2018 - November - Month End	\$1,967.36
<u>19684</u>	Paper Paycheck	2018 - November - Month End	\$3,566.57
<u>19685</u>	AWC Sup Life	2018 - November - Month End	\$21.40
<u>19686</u>	BD Police Officers Association	2018 - November - Month End	\$720.00
<u>19687</u>	City of Black Diamond Flex	2018 - November - Month End	\$185.00
<u>19688</u>	Dept of Labor and Industries	2018 - November - Month End	\$3,034.55
<u>19689</u>	Employment Security Dept	2018 - November - Month End	\$481.31
<u>19690</u>	Joseph Kaufman Leoff 1	2018 - November - Month End	\$115.40
<u>19691</u>	Minnesota Child Support Payment Ctr	2018 - November - Month End	\$467.00
<u>19692</u>	Teamsters Local 117	2018 - November - Month End	\$1,702.57
<u>19693</u>	Trusteed Plans Service CP LTD	2018 - November - Month End	\$920.56
<u>ACH - Aflac Nov 2018</u>	Aflac	2018 - November - Month End	\$214.64
<u>ACH - AWC Nov 2018</u>	AWC Employee Benefit Trust	2018 - November - Month End	\$46,607.74
<u>ACH - Def Comp Nov 2018</u>	DOR - Deferred Comp	2018 - November - Month End	\$4,925.00
<u>ACH - Retirement Nov 2018</u>	Dept of Retirement Systems	2018 - November - Month End	\$39,925.81
<u>ACH - Taxes Nov 2018</u>	City of Black Diamond Taxes	2018 - November - Month End	\$59,494.70
<u>Girias Final Correction</u>	Girias, Michael	2018 - November - Month End	\$1,756.94
<u>Girias Final Paycheck</u>	Girias, Michael	2018 - November - Month End	\$2,355.51
<u>November 2018 Draw</u>	Payroll Vendor Direct Deposit	2018 - November - Month End	\$30,860.00
<u>November 2018 Payroll</u>	Payroll Vendor Direct Deposit	2018 - November - Month End	\$108,905.97
<b>Total</b>			<b>\$328,068.91</b>

I hereby certify that payroll and benefits have been processed and delivered as required under contract or legal obligation.

Finance  
Director

Date

*Man Miller*  
11-29-2018

**BLACK DIAMOND CITY COUNCIL  
WORK SESSION MINUTES**

**November 8, 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 6:01 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: Mayene Miller, Finance Director and Kathy Allen, Deputy City Clerk.

**1) Discussion on Possible Property Tax Increase and 2019 Preliminary Budget General Fund Revenue Sources**

Finance Director Miller noted that following this meeting is a public hearing on this subject. She spoke to Council about the 2019 preliminary budget General Fund revenue sources. She noted that following this meeting will be the public hearing regarding this subject. She discussed the property tax increase of 1% and how the formula works. She noted 55% of our revenue is property tax. She discussed the two ordinances that will be coming before Council for a vote. The first one will be the percentage increase in 2019 property tax and the second is adopting the total property tax dollars for the 2019 budget.

There was discussion between Council and staff on property values from last year to this year, and deferred property taxes for senior citizens and how that process works.

**ADJOURNMENT:**

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

The meeting ended at 6:34 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**

**November 8, 2018**

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

**CALL TO ORDER, FLAG SALUTE:**

Mayor Benson called the special meeting to order at 7:01 p.m. and led us all in the Flag Salute.

**ROLL CALL:**

**PRESENT:** Councilmembers Oglesbee, Edelman, Stout and Wisnoski. (Councilmember Edelman was not present for roll call and entered the meeting at 7:05 p.m.)

**ABSENT:** Councilmember Deady (excused)

Staff present were: Mayene Miller, Finance Director and Kathy Allen, Deputy City Clerk.

**PUBLIC HEARING**

- 1) AB18-095** – Proposed General Fund Revenue Sources for the 2019 Budget Including Possible Increases in Property Tax Levy

Finance Director Miller addressed Council on this item.

Mayor Benson opened the public hearing at 7:12 p.m.

Kristen Bryant, Bellevue stated that she reviewed the agenda bill for the property tax ordinance and noted it would be helpful if Council summarized anything from the work session so it is on the record. She also noted the wording on the agenda bill is misleading information that it could be interpreted a couple of ways, regarding property tax certifications filed in King County being used for public safety, including fire, police and emergency services. She stated there is no rule or law that says that's where the property taxes will go, they go to the general fund and the way this is written is unclear as it sounds like that is a requirement and it certainly is not. She noted the City may want to adjust that and use funds for something else. She also noted there are ways to get through budget without raising taxes and raising taxes 1% on everyone isn't necessary this year – there are more efficient ways without raising everyone's tax burden.

Gary Davis, Black Diamond agreed with the previous speaker's comments and suggested that a real effort be made to educate the public on how this tax increase and the interaction with King County goes on annual basis. He noted that perhaps a letter to the editor could be done in the City's paper of record. Some people seem to think the City has

enough money coming in and there is not a need for this 1% increase. His understanding is that maybe the City does and or maybe it doesn't. He further stated that education might make it a lot easier when the City really does need a tax increase to sell it to the public.

Mayor Benson closed the public hearing at 7:16:16 p.m.

### **ADJOURNMENT:**

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

The meeting ended at 7:16:21 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**

**November 15, 2018**

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

**CALL TO ORDER, FLAG SALUTE:**

Mayor Benson called the special meeting to order at 5:30 p.m. and led us all in the Flag Salute.

**ROLL CALL:**

**PRESENT:** Councilmembers Oglesbee, Edelman, Stout and Wisnoski. (Councilmember Edelman was not present for roll call and entered the meeting at 7:05 p.m.)

**ABSENT:** Councilmember Deady (excused)

Staff present were: Mayene Miller, Finance Director and Kathy Allen, Deputy City Clerk.

**WORK SESSION:**

1) Discussion and Review of Stormwater Rate Analysis Model and Options

Mayor Benson welcomed everyone and stated that tonight's meeting is a discussion and review of the stormwater rate analysis model options and then turned the meeting over to Finance Director Miller.

Finance Director Miller introduced Ashley Emery of Peninsula Financial Consulting who prepared the city's rate model a few years ago and he was hired again to update the model based on information obtained from the City. Ms. Miller noted that a 2019 rate increase is urgently needed to provide the necessary cash flow to pay operating costs.

During the work session it was discussed how the City sets this rate and what an Equivalent Residential Unit (ERU) is. Also discussed was how utility funds need to be sustainable by the rates collected. Different rate options were reviewed using different growth scenarios and following the financial analysis model options. Staff and the consultant recommended raising the rate from \$16.00 per month to \$19.00 per month per ERU starting January 1, 2019 and then adding an inflationary amount based on the CPI-U starting in 2020 and beyond.

There was discussion between Council and staff with consensus to move forward with staff's suggested rate and adding the inflationary amount in 2020.

In closing, Finance Director Miller discussed the process moving forward and noted there will be a public hearing on December 3<sup>rd</sup> with adoption scheduled for December 6<sup>th</sup>, as the increase needs to be to King County by December 13<sup>th</sup>.

**ADJOURNMENT:**

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

The meeting ended at 6:41 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 November 15, 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 Deady, Oglesbee, Edelman, Stout, and Wisnoski.

**ABSENT:** None

Staff present: Andrew Williamson, MDRT/Ec Dev Director; Mayene Miller, Finance Director; Seth Boettcher, Public Works Director; Kevin Esping, Facilities Manager; David Linehan, City Attorney, and Brenda L. Martinez, City Clerk.

**AGENDA REVIEW AND APPROVAL:**

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

MDRT/Ec Dev Director Williamson reported on item #4 under the consent agenda regarding addressing issues on the plat. In the Black Diamond Municipal Code it allows the Community Development Director to assign streets and addresses which is his responsibility overseeing this plat. He noted in the final review of the plat on lots 277, 278, 279, 280, 281, 282, 283, and 284 those are the lots on the loop around cul de sac that will have the park in it. Those lots were incorrectly addressed with Dogwood Street instead of Adler Lane SE and where Fir Avenue and Ash Avenue (the curve) lots 351, 352, 353, and 354 were Ash Avenue and need to be moved to SE Fir Street. He noted these will be brought to the Mayor with the corrections for her signature. He also noted that addressing can always be changed by the 911 system, even though the City does it. He thanked the Councilmembers for coming and touring the plat and asking great questions and discussed the parks that will be coming in this plat.

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

## CONSENT AGENDA:

Councilmember Edelman **moved** to adopt the Consent Agenda with the changes to AB18-096 Resolution No. 18-1280 as noted by Mr. Williamson; **second** Councilmember Deady. Motion **passed** with all voting in favor (5-0). The Consent Agenda was approved as follows:

- 1) **Claim Checks** – November 15, 2018 – Check No. 46879 through 46914 and EFTs in the amount of \$589,993.72
- 2) **Payroll** – October 31, 2018 – Check No. 19653 through 19673 (voids 19658 ,19662) and ACHs in the amount of \$341,644.76
- 3) **Minutes** –Special Meeting of October 25, 2018 and Council Meeting of November 1, 2018
- 4) **AB18-096** – Resolution No. 18-1280 Regarding Final Plat Approval for Divisions 3 – 5 and 8 of Ten Trails PP1

**PUBLIC COMMENTS:** None

## PUBLIC HEARINGS:

### 5) **AB18-097** – 2019 Preliminary Budget

Finance Director Miller reported on this item.

Mayor Benson opened the public hearing at 7:08:44 p.m. No public testimony was heard, and the hearing was closed at 7:08:49 p.m.

### 6) **AB18-098** – Resolution Regarding Proposed Stormwater Management Program Plan

Public Works Director Boettcher discussed this item.

Mayor Benson opened the public hearing at 7:11 p.m.

Kristen Bryant, Bellevue noted growing up in Black Diamond and continuing to work on protecting the environment around this beautiful City. She commented when the developments were approved, the stormwater regulations were not as stringent as they could be. She noted now is the time for the City to look at what else can be done, especially when development comes in. What do the scientists see that doesn't get cleaned up well enough, because clearly stormwater continues to be an issue as we keep hearing about the unfortunate state of Puget Sound and all the streams in Black Diamond eventually make their way out there. The City can go beyond the minimum requirements and how developments are managing this, so that existing residents do not have to pay for cleaning up something that was poorly built in the past. She noted the need to start looking ahead because the big developer Oakpointe will not be here forever and the City needs to really think long-term.

Kevin Esping, Facilities Manager discussed public works staff having extensive stormwater training and they do take it seriously.

Mayor Benson closed the public hearing at 7:15 p.m.

**7) AB18-099 – Ordinance Regarding Complete Streets Policy**

Public Works Director Boettcher spoke to Council on this item.

Mayor Benson opened the public hearing at 7:17:11 p.m. No public testimony was heard, and the public hearing was closed at 7:17:14 p.m.

**NEW BUSINESS:**

**8) AB18-100 – Ordinance No. 18-1107 Adopting Percentage Increase in 2019 Property Tax**

Finance Director Miller reported to Council on this item.

There was Council discussion.

Councilmember Deady **moved** to adopt Resolution No. 18-1107, setting the base property tax dollar increase and percentage increase as calculated by King County for 2019 property taxes; **second** Councilmember Wisnoski. Motion **passed** with all voting in favor (5-0).

**9) AB18-101 – Ordinance No. 18-1108 Adopting Total Property Tax Dollars for 2019 Budget**

Finance Director Miller reported on this to Council.

There was discussion from Council on the two property tax ordinances for adoption and Council noted the intent was the first ordinance adopted was for the percentage increase and this ordinance would adopt the total dollar amount for 2019.

Councilmember Edelman **moved** to adopt the ordinance setting property tax dollar amount for 2019 to be used for Public Safety, including Police, Fire, and Emergency Services; **second** Councilmember Wisnoski. Motion **passed** with all voting in favor (5-0).

**10) AB18-102 – Ordinance No. 18-1109 Adopting Metro Pass-Through Sewer Rate Increase**

Finance Director Miller discussed this with Council.

Councilmember Oglesbee **moved** to adopt Ordinance No. 18-1109 authorizing the Metro pass-through rate increase effective January 1, 2019; **second** Councilmember Edelman. Motion **passed** with all voting in favor (5-0).

**DEPARTMENT REPORTS:**

**Fire Department** – Mayor Benson announced there will be an Ad Hoc meeting on November 19 at 6:30 p.m.

**MDRT** – Director Williamson updated Council on the projects and the MDRT department workload for the remainder of 2018 and into 2019.

### **MAYOR'S REPORT:**

Mayor Benson reported attending the joint meeting on the 5<sup>th</sup> with the Enumclaw School District and the City of Enumclaw, Finance Committee meeting, and the Planning/Community Services Committee meeting where they are working on the Comprehensive Plan update review.

### **COUNCIL REPORTS:**

Councilmember Stout reported going to the same meetings as the Mayor and noted the tour at the Enumclaw High School was great and commented on the design elements of the building being very thoughtful. She noted attending the Finance Committee meeting where items on tonight's were discussed and the November 8<sup>th</sup> Council meetings.

Councilmember Wisnoski stated the joint meeting on the 5<sup>th</sup> was great. He noted that concerns about the BASK program relocation was discussed, and it was nice to see the design elements on the tour of the high school. He attended the work session on the budget, the Planning/Community Services Committee meeting where they are reviewing the Comprehensive Plan and noted looking forward to getting it to Council early next year.

Councilmember Deady reported meeting with Mr. Williamson to tour the plats. She also shared that our roundabout is much nicer than those in Australia.

Councilmember Oglesbee reported meeting with Finance Director Miller on the budget, attending the joint meeting on November 5<sup>th</sup> with the Enumclaw School District and the City of Enumclaw; she gave a shout out to her son who helped with the cooking of the dinner for the joint meeting. She noted also attending the Planning/Community Services Committee meeting and reminded everyone about the upcoming Kiwanis Community Thanksgiving dinner on Sunday. She noted this is free and goes from 11 a.m. – 1 p.m. She shared with everyone that Small Business Saturday is the Saturday after Thanksgiving.

Councilmember Edelman reported attending the meeting everyone else did. She also attended the SEAL TC meeting, Chamber Luncheon, pre-PIC which was on toxic social media and the PIC meeting. She shared that King County's budget is 11.7 billion dollars and noted the next SCA Networking Dinner is scheduled for December 5 and will be at The Club at Snoqualmie Ridge.

**ATTORNEY REPORT:** None

### **PUBLIC COMMENTS:**

Gary Davis, Black Diamond spoke to Council.

Kristen Bryant, Bellevue spoke to Council.

**EXECUTIVE SESSION:** None

**ADJOURNMENT:**

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

The meeting ended at 7:58 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: December 6, 2018</b>	<b>AB18-107</b>
<b>Resolution authorizing the Mayor to execute a Collective Bargaining Agreement between the City of Black Diamond and Teamsters 117 Professional Unit</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	
	Public Works – Seth Boettcher	
Cost Impact (see also Fiscal Note):	Court – Stephanie Metcalf	
Fund Source: --	City Labor Attorney - Peter Altman	X
Timeline:		
<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; Proposed CBA</b>		
<p><b>SUMMARY STATEMENT:</b></p> <p>The City's negotiating team consisting of Peter Altman, Summit Law Group, Police Chief Jamey Kiblinger, and City Clerk/HR Manager Brenda Martinez were able to reach a tentative agreement with the Professional Unit for a new three (3) year Collective Bargaining Agreement ("CBA") effective January 1, 2018 through December 31, 2020. The Professional Unit has approved the CBA and the City's negotiating team is recommending ratification by the City Council.</p> <p><b>FISCAL NOTE (Finance Department):</b> The new Collective Bargaining Agreement was negotiated as directed by the City Council.</p>		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<p><b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 18-1283 authorizing the Mayor to execute the Collective Bargaining Agreement between the City of Black Diamond and Teamsters 117 Professional Unit.</b></p>		
<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 6, 2018		

**RESOLUTION NO. 18-1283**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON THE  
MAYOR TO EXECUTE THE COLLECTIVE BARGAINING  
AGREEMENT BETWEEN THE CITY OF BLACK DIMAOND  
AND TEAMSTERS LOCAL UNION NO. 117  
PROFESSIONAL UNIT**

**WHEREAS**, the Teamsters Local Union No. 117 is the authorized bargaining representative for the Black Diamond Professional Unit; and

**WHEREAS**, the Professional Unit was formed in 2014; and

**WHEREAS**, their agreement expired on December 31, 2017; and

**WHEREAS**, the City negotiating team has reached a tentative agreement with the Union for a new three-year Collective Bargaining Agreement ("CBA") effective January 1, 2018 through December 31, 2020 (attached hereto as Exhibit A); and

**WHEREAS**, the City Council has reviewed the CBA and finds it was negotiated as directed by the City Council and it is in the best interest of the City and its employees to authorize the Mayor to execute the CBA;

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

**Section 1.** The City Council hereby authorizes the Mayor to execute the Professional Unit's CBA as attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF DECEMBER 2018.**

CITY OF BLACK DIAMOND:

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

Attest:

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

# **AGREEMENT**

**By and Between**

**THE CITY OF BLACK DIAMOND**

**and**

**TEAMSTERS LOCAL UNION NO. 117  
(PROFESSIONAL UNIT)**

**January 1, 2018 – December 31, 2020**

## TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE .....	3
ARTICLE 1 – DEFINITIONS.....	3
ARTICLE 2 – RECOGNITION .....	4
ARTICLE 3 – UNION MEMBERSHIP AND DUES.....	5
ARTICLE 4 – NON-DISCRIMINATION .....	6
ARTICLE 5 – UNION ACTIVITY .....	6
ARTICLE 6 – MANAGEMENT RIGHTS .....	7
ARTICLE 7 – HOURS OF WORK.....	9
ARTICLE 8 – SENIORITY .....	11
ARTICLE 9 – OVERTIME AND CALL-BACK .....	12
ARTICLE 10 – HOLIDAYS .....	13
ARTICLE 11 – VACATION LEAVE.....	15
ARTICLE 12 – SICK LEAVE .....	16
ARTICLE 13 – OTHER LEAVE .....	19
ARTICLE 14 – HEALTH AND WELFARE BENEFITS .....	21
ARTICLE 15 – WAGES .....	23
ARTICLE 16 – PENSION CONTRIBUTION AND DEFERRED COMPENSATION .....	23
ARTICLE 17 – EMPLOYEE DEVELOPMENT.....	24
ARTICLE 18 – DISCIPLINE FOR NON-DIRECTOR POSITIONS.....	24
ARTICLE 19 – DISCIPLINE FOR DIRECTOR LEVEL POSITIONS.....	27
ARTICLE 20 – GRIEVANCE PROCEDURE.....	30
ARTICLE 21 – LAYOFF, FURLOUGH, and RECALL .....	34
ARTICLE 22 – BARGAINING UNIT WORK .....	34
ARTICLE 23 – PERFORMANCE OF DUTIES / NO RIGHT TO STRIKE .....	35
ARTICLE 24 – PERSONAL LIABILITY AND EMPLOYEE INDEMNIFICATION .....	35
ARTICLE 25 – SCOPE AND DURATION OF AGREEMENT.....	35

**AGREEMENT BETWEEN  
CITY OF BLACK DIAMOND  
and  
TEAMSTERS LOCAL UNION 117,  
(PROFESSIONAL UNIT)**

**PREAMBLE**

This Agreement is entered into between the City of Black Diamond (the “Employer” or the “City”), a municipal corporation of the State of Washington, and Teamsters Local Union No. 117 (the “Union”), for the purpose of setting forth wages, hours, and working conditions which shall be in effect during the terms of this Agreement for employees in the bargaining unit, as determined by the Public Employment Relations Commission (PERC), Case 26432-E-14-03863 (2014) and further defined in this Agreement.

It is the purpose of this Agreement to achieve and maintain harmonious relations, based upon a mutual respect and using a collaborative approach, with the objective of fostering effective cooperation between the Employer and the Union, to provide for contractual conditions of work, to establish agreed standards of wages and hours, and to achieve peaceful and rapid resolution of any difference which may arise in accord with the terms of this Agreement.

**ARTICLE 1 – DEFINITIONS**

The following terms and phrases used in this Agreement are defined as follows:

**“The Employer” or “the City”:** The City of Black Diamond, Washington.

**“The Union”:** Teamsters Local Union No. 117 (Professional Unit).

**Non-Director Employees:** The following classifications in the bargaining unit: (1) Utilities Superintendent; (2) Deputy City Clerk; (3) Deputy Finance Director; (4) Police Records Coordinator; (5) Court Administrator; (6) Construction Inspector Supervisor; (7) Permit Technician Supervisor; and (8) Building Official.

**Director-Level Employees:** The following classifications in the bargaining unit: (1) Community Development / Natural Resources Director; (2) Public Works Director; (3) Finance Director; and (4) MDRT / Economic Development Director.

**Temporary Employees:** Temporary employees are those employees hired for an indefinite, but limited, term of employment, not to exceed six (6) continuous months, during any period when additional work requires a temporarily expanded work force, in the event of an emergency, or to substitute during the absence of a bargaining unit employee. Temporary employees are not members of the bargaining unit. Temporary employees will not be used by the Employer to

displace current employees of the bargaining unit. Temporary employees are not subject to the provisions of this Agreement.

**Initial Probationary Employees:** New employees hired by the Employer, serving an initial probationary period of employment prior to achieving regular full-time or regular part-time status.

**Initial Probationary Period of Employment:** The initial twelve (12) months of work—including holidays but excluding other leave—each initial employee of the Employer must complete in order to achieve regular full-time or regular part-time employment status. The initial probationary period of employment provides an opportunity for the Employer to evaluate the performance of new employees, and for new employees to evaluate working for the Employer. During the initial probationary period of employment, initial probationary employees serve “at will” and may be terminated with or without cause, and without recourse to the grievance procedure stated in this Agreement. The Employer retains the right to extend the length of the initial probationary period of employment based on mutual agreement with the Union.

**Promotion:** Competing for and accepting a new job or classification with higher compensation and/or an advancement in rank or position. A promotion also includes a transfer, upon the voluntary application of an employee, to an entirely new classification outside of the employee’s previous job responsibilities and duties.

**Promotional Probationary Employees:** Existing employees serving a promotional probationary period of employment.

**Promotional Probationary Period of Employment:** Twelve (12) months of work—including holidays but excluding other leave—each existing employee of the Employer must complete upon promotion or upon an employee’s transfer to a new job or classification. During the promotional probationary period of employment, a promotional probationary employee shall be returned to his/her most recently-held position if the employee fails to pass probation. Employer retains the right to extend the length of the promotional period of employment on a case-by-case basis.

## ARTICLE 2 – RECOGNITION

The Employer recognizes Teamsters Local No. 117 as the exclusive bargaining representative for all employees in the bargaining unit, including all regular full-time, regular part-time, and probationary employees, and including any of the above-listed categories who are employed by the City of Black Diamond but subject to external grant funding or public-private partnership funding. The job classifications held by bargaining unit members are listed in Appendix A to this Agreement and/or as subsequently added by the parties during the life of the Agreement. The bargaining unit shall exclude confidential employees and all other employees.

## ARTICLE 3 – UNION MEMBERSHIP AND DUES

### **3.1 - Union Membership**

All employees in the bargaining unit shall have the voluntary right to become members of the Union. The Employer agrees to remain neutral regarding Union membership. Should employees have specific questions about Union membership, the Employer will refer those employees to this Agreement and to a Union representative.

### **3.2 - Dues or Fees / Payroll Deduction**

The Employer shall deduct Union dues or fees for all employees who individually and voluntarily authorize in writing such payroll deduction for each month's paycheck(s), with copies of the signed authorization form provided to the Employer. The Union shall designate the amount to be deducted. Such amount shall be remitted to the Union within a reasonable time, without unnecessary delay by the Employer. Employees requesting to stop dues/fees deductions shall notify both the Employer and the Union of their request, with the Employer stopping deductions following written confirmation from the Union that the employee's dues/fees deduction authorization has been terminated in compliance with the terms of the written authorization executed by the employee.

### **3.3 - Notification**

The Employer shall annually, or at the specific request of the Union, provide the Union with a current list of all employees in the bargaining unit. The list shall include the name of each employee, date of hire, wage rate, job classification, and employment status.

The Employer will notify the Union of all newly hired employees hired into job classifications covered by this Agreement. The notification shall include the name of the employee, date of hire, wage rate, job classification, and employment status. The Employer will also notify the Union of any employee leaving the bargaining unit because of termination, layoff, promotion, demotion, transfer, or resignation. The notification shall include the name of the employee, date of termination, and job classification.

### **3.4 - Hold Harmless**

The Union agrees to indemnify and hold the Employer harmless for any and all liabilities that arise or by reason of actions taken by the Employer pursuant to this Article, including the reimbursement of any legal fees or expenses incurred in connection with any claim, lawsuit, order, judgment, or liability asserted against the Employer in connection with this Article.

### **3.5 – New Hire Orientation**

The Union through a Shop Steward or Union Representative shall have thirty (30) minutes during the employer's new hire orientation program to meet with the employee(s) for the purposes of filing out Union paperwork and orienting the employee to Union membership.

## ARTICLE 4 – NON-DISCRIMINATION

### **4.1 – Non-Discrimination Based on Union Membership or Union Activity**

In accordance with RCW 41.56, the Employer and Union agree that there shall be no discrimination against employees or Union officers because of membership in the Union or lawful union activity.

### **4.2 – Equal Opportunity, Anti-Harassment, and Non-Discrimination**

Neither the Employer nor the Union shall discriminate against any employee or job applicant in violation of local, state, or federal employment laws and regulations. The Employer and the Union acknowledge their commitment and obligation to abide by all equal employment opportunity and non-discrimination laws. There shall be no discrimination, harassment, or retaliation based on race, color, religion, sex, sexual orientation, gender expression, gender identity, marital status, national origin, age, or the real or perceived presence of any sensory, mental, or physical disability that does not prevent the proper performance of the job, unless based upon a *bona fide* occupational qualification.

### **4.3 – Prohibition on Intimidating or Bullying Behavior**

The Employer and the Union recognize the Employer has policies and procedures relating to workplace violence. The Employer and the Union also recognize behavior which does not rise to the level of physical violence, or threats thereof, but which is nevertheless intentionally intimidating or bullying can have serious adverse impacts on individual employees, as well as the workplace in general. The Employer and the Union further recognize this type of inappropriate conduct is not dependent upon a supervisor/subordinate relationship and may occur between co-workers without a difference in reporting relationships. Therefore, the Employer and the Union seek to codify their intent not to engage in, encourage, or knowingly tolerate workplace intimidation or bullying. The Employer and the Union will work together collaboratively and employ reasonable means to attempt to address complaints or concerns of workplace intimidation or bullying.

## ARTICLE 5 – UNION ACTIVITY

### **5.1 – Conduct of Union Business and Member Access**

Union business, such as handling grievances or other legitimate routine matters authorized by this Agreement, may be conducted on the Employer's premises, provided that such business does not interfere with the Employer's operations or business. The Employer shall not unreasonably deny entry. Authorized representatives of the Union may visit the Employer's work locations of employees covered by this Agreement for the purposes of investigating grievances or conducting Union business, provided that such business does not interfere with the Employer's operations. Scheduled Union meetings may be held in the Employer's facilities subject to the foregoing restrictions.

Authorized representatives of the Union may have reasonable access to its members in Employer facilities for transmittal of information or representation purposes before work and during lunch breaks or other regular breaks, provided such access and meeting do not interfere with the Employer's operations.

#### **5.2 – Stewards**

The Union has the right to appoint stewards within sections and locations where its members are employed under the terms of this Agreement.

#### **5.3 – Paid Release Time for Bargaining**

One non-exempt employee may be on regular paid status for any bargaining session, or portion thereof, occurring during the employee's scheduled hours of work. If the employee is not on duty during bargaining, then the employee will not be paid by the Employer.

#### **5.4 – Bulletin Boards**

The Employer shall provide space in a non-public area for a bulletin board which may be used by the Union for Union-related business, including the announcement of meetings, elections, and any other Union materials. Nothing posted on the bulletin board shall be derogatory toward the Employer, its elected officials, or other personnel.

#### **5.5 – Personnel Policies**

The Employer maintains personnel policies applicable to employees. Copies, amendments, or changes of the Employer's personnel policies impacting any of the terms and conditions of this Agreement shall be provided upon request by the Union.

#### **5.6 – Email and Telecommunication Equipment**

The Employer and the Union agree that the Employer's computer and telephone equipment shall be used primarily for conducting the Employer's business and not for other purposes. Employees covered by this Agreement may use the Employer's computer and telephone equipment to conduct Union business at a reasonable level, provided that such use does not interfere with the Employer's operations and is at no added cost to the Employer. The Union understands that any communications taking place on the Employer's computer and telephone equipment are subject to review by the Employer, is not secure or private, and is part of the public domain.

## **ARTICLE 6 – MANAGEMENT RIGHTS**

#### **6.1 – Purpose**

The Union recognizes the Employer has a legitimate need to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are retained by the Employer.

## **6.2 – Specific Rights Enumerated**

In accordance with Washington law and RCW 41.56, the Employer and the Union agree to a specific list of management rights. Most notably, the direction of the workforce is vested exclusively with the Employer. This shall include, but is not necessarily limited to, the right to:

1. Direct and manage employees;
2. Hire, promote, transfer, assign, re-assign, and retain employees;
3. Suspend, demote, discharge, or take other disciplinary action against employees;
4. Maintain the efficiency of the Employer's operations;
5. Determine the methods, means, and personnel by which the Employer operates and conducts its business;
6. Develop, amend, and enforce reasonable written policies, procedures, rules, or regulations governing the workplace, including those described in the Employer's personnel policy manual, provided that such policies, procedures, rules, and regulations do not conflict with the provisions of this Agreement; and
7. Take any actions reasonably necessary in conditions of emergency, regardless of prior commitments, to carry out the duties and mission of the Employer.

Provided, however, that items (1)-(8) above shall not conflict with any terms and conditions stated in this Agreement or other supplemental agreements with the Union.

## **6.3 – Notice to the Union of the Exercise of Management Rights**

The Employer shall attempt to provide the Union with thirty (30) calendar days' notice of the exercise of any management right that may affect wages, hours, or working conditions. Should thirty (30) calendar days' notice not be operationally feasible, or emergent issues arise, the Employer will provide reasonable notice. The Employer agrees to engage in any impact bargaining over the effects of the exercise of any management right, including the reasonableness of amendments or revisions to its personnel policies impacting the terms and conditions of this Agreement, as required by Washington law and RCW 41.56.

## **6.4 – Mandatory Collective Bargaining Required**

Except as provided in this Agreement, the Employer may neither alter, amend, nor modify any matters subject to mandatory collective bargaining under RCW 41.56 (*i.e.* wages, hours, and working conditions) during the term of this Agreement without first bargaining with the Union.

### **6.5 – Court Personnel Governed by General Rule 29(f)**

Pursuant to the requirements of Washington's General Rule 29(f), the parties to this Agreement recognize the Presiding Judge of Black Diamond Municipal Court is delegated the exclusive authority over any and all court personnel covered by this Agreement with respect to working conditions, hiring, discipline, and termination decisions, but excluding wages or benefits directly related to wages (collectively, "non-wage related working conditions"). In accordance with GR 29(f), the classification of Court Administrator covered by this Agreement reports directly to the Presiding Judge. Any Article or subsection of this Agreement pertaining to non-wage related working conditions of the Court Administrator, or any other court personnel later covered by this Agreement, shall be imputed to the Presiding Judge, regardless if the language of this Agreement refers to "Employer," or "City," or "Mayor." The parties also recognize that the judicial and administrative duties set forth in GR 29(f) rest exclusively with the Presiding Judge and cannot, by operation of law, be delegated to either the legislative or executive branches of the City's government. In the event any Article or subsection of this Agreement violates GR 29(f) or abridges the Presiding Judge's responsibilities under GR 29(f), that Article or subsection shall be invalidated.

## **ARTICLE 7 – HOURS OF WORK**

### **7.1 – FLSA Work Week**

For all non-exempt employees, the designated work week shall consist of forty (40) hours within a consecutive seven (7) day period. The work week shall begin at 12:00 a.m. Monday and end at 11:59 p.m. on Sunday, unless otherwise specified.

### **7.2 – Work Schedule for Non-Exempt Employees**

The work week for non-exempt regular full-time employees, including non-exempt initial/promotional probationary employees working on a full-time basis, shall normally be comprised of eight (8) consecutive hours of work, totaling forty (40) hours per work week (a "5/8 schedule"). However, the Employer may assign employees to a work schedule different from the 5/8 schedule in order to meet business and customer service needs. In the event of a deviation from the 5/8 schedule, the Employer will provide affected employees with five (5) working days' notice, except by mutual agreement. Absent mutual agreement, employees will not be required to work split shifts. Absent mutual agreement, employees will be provided at least two (2) consecutive days off per work week. Nothing in this Article prevents the Employer from changing work schedules in response to emergency situations.

- a. **Meal Period** – Employees are provided with a thirty (30) minute unpaid meal period per regular work shift, to be taken as close to the middle half of each regular work shift as reasonably possible, in no event taken no less than two (2) hours and no more than five (5) hours from the beginning of a work shift. If an employee is required by the Employer to remain on duty during a meal period, the employee shall be paid for the meal period.

- b. **Rest Periods** – Employees are provided with two (2) fifteen (15) minute paid rest breaks per regular working shift, to be taken approximately midway in each half of the regular work shift. An employee required to work beyond ten (10) consecutive hours in any one day shall be provided another fifteen (15) minute rest period after the ten (10) hour threshold. Rest periods shall be scheduled to avoid interfering with the Employer's operations and service, provided employees are not required to work more than three (3) hours without a rest break.

### **7.3 – Work Schedule for Exempt Employees**

The work week for exempt regular full-time employees, including exempt initial/promotional probationary employees working on a full-time basis, is generally forty (40) hours per week, consisting of eight (8) hour days, Monday through Friday. Exempt employees are expected to work the hours necessary to complete their job duties. Due to the nature of the job duties of exempt employees, they may be required to work more than forty (40) hours per week and may be required to work evenings and weekends. Exempt positions are therefore not limited to a specific number of hours in a work day or work week. While exempt employees have some flexibility in their working hours, it is expected that every exempt employee will generally be present at their assigned work location during regular business hours. It is the responsibility of exempt employees to notify the Employer in advance of absences of a half-day or more. Exempt employees must maintain good work habits, be accountable to the City, and be regularly available during normal business hours to allow the Employer's business to be accomplished in an orderly and efficient manner.

Exempt employees will not be subject to salary deductions for personal partial day absences, unless authorized by law, but may be required, under appropriate circumstances and at the discretion of the Employer, to deduct partial day absences from available paid leave banks. Such deductions from paid leave banks, if any, will not occur where the employee has been granted flexible time off by the Employer or has otherwise been granted approval in advance to take a partial day absence without a deduction. Full day absences for personal reasons other than sickness or accident shall be deducted from employees' paid leave banks, to the extent authorized by law.

### **7.4 – Exempt Employees: Flexible Time Off for Work Load Fluctuations**

The parties recognize that the nature of the work of exempt, salaried professional employees may require work beyond the normal work schedule to meet project needs and workload fluctuations. Therefore, upon employee request and by mutual agreement of the Employer, a change of schedule and flexible time off may be authorized on a case-by-case basis. Such agreements shall not result in any reduction in services provided by the Employer or impact required staffing levels for the Employer's daily operations. In addition, such agreements shall not increase the Employer's total cost of compensation for employees.

### **7.5 – Executive Leave for Exempt Employees**

The parties recognize that the nature of the work of exempt, salaried professional employees may require work beyond the normal work schedule to meet projects needs and workload fluctuations. For exempt employees working substantially in excess of the standard work schedule, the Employer has the discretion to award up to five (5) days of paid Executive Leave per year. Such an award may be provided without prompting by the Employer, or upon request by an employee, who shall provide a written statement to the Human Resources Director with the reasons supporting the request. Requests will be approved by the Employer on a case-by-case basis. Executive Leave must be used in the year it is earned, cannot be exchanged for cash payment, and has no value at the time of voluntary or involuntary separation.

### **7.6 – Telecommuting Schedules**

Employees are generally expected to be present at the Employer's premises during normal work hours. On a case-by-case basis, employees may request a telecommuting schedule, to be approved at the discretion of the Employer. A telecommuting schedule will only be granted on a limited or intermittent basis, or for special projects and assignments, or for inclement weather, provided the employee has a legitimate rationale for requesting a telecommuting schedule and is able to perform all of the necessary functions of the job. If an employee is granted a telecommuting schedule, the employee will be required to comply with the Employer's policies governing telecommuting and the use of the Employer's electronic resources.

## **ARTICLE 8 – SENIORITY**

### **8.1 – Definition of Seniority**

- a. Seniority within the Employer—the length of continuous employment of a regular full-time employee, regular part-time employee, or promotional probationary employee with the Employer. Seniority within the Employer shall begin on the date of hire.
- b. Seniority within a Classification—the length of continuous employment of a regular full-time employee, regular part-time employee, or promotional probationary employee within a particular job classification. Seniority within a classification shall begin on the date of transfer to a new classification.

### **8.2 – Employee Classifications**

- a. **Regular Full-Time, Regular Part-Time, and Promotional Probationary Employees –** Seniority applies to regular full-time, regular part-time, and promotional probationary employees. Regular part-time employees, including promotional probationary employees working on a part-time basis, earn seniority based on a pro-rated percentage of regular full-time employees (for example, a 0.5 regular part-time employee working 20 hours per week will earn 0.5 service credits per month).

- b. Initial Probationary Employees** – New probationary employees shall not have seniority during the initial probationary period of employment. Upon completion of the initial probationary period of employment, an employee's most recent date of hire with the Employer shall be the employee's seniority date.

### **8.3 – Breaks in Seniority**

Seniority shall be broken by resignation, discharge, retirement, layoff of more than twelve (12) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff. A break in seniority results in a loss of seniority.

## **ARTICLE 9 – OVERTIME AND CALL-BACK**

### **9.1 – Overtime Eligibility**

Overtime is provided only to employees who are not exempt from coverage under state and federal wage and hour laws. As a condition of employment, overtime may be required when determined by the Employer. Overtime must be authorized in writing by the Employer before any overtime hours are worked.

### **9.2 – Overtime Hours**

Overtime is defined as hours worked in excess of forty (40) hours in a work week. Hours worked in a work week exclude periods of paid leave, including holidays, vacation, sick leave, and all other forms of paid leave.

### **9.3 – Overtime Compensation**

Overtime is paid at a rate of one and one-half (1.5) times an employee's regular rate of pay.

### **9.4 – Call-back**

Employees may be called back to work outside of regular working hours. Under such circumstances, non-exempt employees will be paid for the actual time worked, including any overtime, in accordance with state and federal wage and hour laws.

### **9.5 – Stand-By Status**

The Employer and the Union recognize the job classification of Public Works Utilities Supervisor covered by this Agreement currently provides public works standby duties in conjunction with employees represented by the Public Works Union. The Public Works Utilities Supervisor shall continue to provide these duties in accordance with the Employer's standby policy.

### **9.6 – Compensatory Time**

With the approval and at the discretion of the Employer, non-exempt employees may request to accrue compensatory time in lieu of overtime pay. In such cases, compensatory time shall accrue at the rate of one and one-half (1.5) hours for each overtime hour worked. Compensatory time is intended as a benefit to employees. Under no circumstances shall an employee be required to accept compensatory time instead of overtime pay.

- a. **Scheduling Compensatory Time Off** - Employees must request to use compensatory time in advance with the Employer. Employees who request compensatory time off shall be permitted to use such time with a reasonable period after making a request, provided the use of compensatory time off does not unduly impact the Employer's operations. The Employer reserves the right to control the scheduling of compensatory time off to ensure operational and departmental needs are met.
- b. **Maximum Accrual** - The maximum accrual of compensatory time is forty (40) hours. Employees who have reached the maximum accrual will receive pay for additional hours worked at applicable overtime or straight time rates.
- c. **Cash-Out** – Compensatory time not used by November 30, or scheduled by November 30 for use before the end of the calendar year, will be cashed out in the first regular payday following November 30. Compensatory time will also be cashed out for employees who separate, voluntarily or involuntarily, from the Employer. All cash outs will be paid at employees' straight time rates.

#### **9.7 – Overtime Eligibility for Exempt Employees**

Exempt employees shall be paid a salary and shall not receive overtime pay or compensatory time for hours worked in excess of forty (40) per week.

## **ARTICLE 10 – HOLIDAYS**

#### **10.1 – Recognized Holidays**

The following holidays are recognized by the Employer for all regular full-time, regular part-time, and initial/promotional probationary employees of the bargaining unit:

New Year's Day	January 1
Dr. Martin Luther King Jr. Day	3 <sup>rd</sup> Monday of January
President's Day	3 <sup>rd</sup> Monday of February
Memorial Day	4 <sup>th</sup> Monday of May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday of September
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday of November
Day After Thanksgiving	4 <sup>th</sup> Friday of November
Christmas Day	December 25
One (1) Floating Holiday	Discretionary

Holidays begin at 12:01 a.m. and end at 12:00 p.m. on the designated date.

#### **10.2 – Holidays During Paid Leave**

Holidays occurring during employees' absence on paid vacation or paid sick leave shall not be considered part of the vacation or sick leave expended.

### **10.3 – Holiday Pay for Non-Exempt Employees**

Non-exempt regular full-time employees, including initial/promotional probationary employees, not required to work on a holiday are paid their regular rate of pay for the holiday. Non-exempt regular full-time employees, including initial/promotional probationary employees, required to work on a holiday may choose one of two options:

1. The employee may take the next convenient regular work day off, or if less than a full day was actually worked on a holiday, the applicable number of holiday hours worked, if within the same work week. The determination of "convenient" shall be mutually agreed upon by the Employer and affected employee.
2. The employee may be paid at the rate of two (2) times their regular rate of pay for those hours worked which fell on a holiday.

Non-exempt regular part-time employees, including initial/promotional probationary employees, will receive a pro-rated portion of holiday pay based on hours worked by regular full-time employees. Non-exempt regular part-time employees, including initial/promotional probationary employees, are only eligible to receive holiday pay for holidays falling on days the employees were regularly scheduled to work.

### **10.4 – Holidays on Saturday and Sunday**

Any holiday falling on a Saturday will be celebrated on the preceding Friday. Any holiday falling on a Sunday will be celebrated on the following Monday.

### **10.5 – Floating Holiday**

Regular full-time, regular part-time, and promotional probationary employees who have been employed by the Employer for at least one (1) year may select one (1) floating holiday each calendar year, subject to approval of the Employer. Dates requested by Employees will be approved based on the following criteria:

1. An employee gives at least seven (7) days advance notice to the Employer, unless mutually agreed otherwise.
2. The particular day selected by an employee does not prevent the Employer from providing continued public service or otherwise unduly impact Employer operations.
3. The floating holiday must be taken each calendar year. Floating holidays do not rollover from year to year. At the discretion of the Employer, when an employee has reasonably made requests to use a floating holiday, and those requests have been denied, the floating holiday may be carried over to the earliest convenient date in the next calendar

year. The determination of “convenient” shall be mutually agreed upon by the Employer and the affected employee.

4. Regular part-time employees will receive a pro-rated portion of floating holiday hours based on hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week earns one-half (0.5) floating holiday per calendar year).

## **ARTICLE 11 – VACATION LEAVE**

### **11.1 – Vacation Accrual**

Regular full-time employees of the bargaining unit, including initial/promotional probationary employees, earn vacation leave as follows:

<b>Year of Employment</b>	<b>Vacation Hours Earned Per Year</b>
0-5 years	12 vacation days per year (8 hours per month) (1 day per month)
6-9 years	15 vacation days per year (10 hours per month) (1.25 days per month)
10-15 years	18 vacation days per year (12 hours per month) (1.5 days per month)
16-19 years	21 vacation days per year (14 hours per month) (1.75 days per month)
20+ years	24 vacation days per year (16 hours per month) (2 days per month)

Regular part-time employees of the bargaining unit, including initial/promotional probationary employees, earn a pro-rated portion of vacation leave based on hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week, with 1-5 years of seniority, shall earn six (6) vacation days per year).

Vacation time is accrued from the date of hire, but cannot be used by initial probationary employees until the successful completion of the seventh (7<sup>th</sup>) month of the initial probationary period. If an initial probationary employee separates employment from the Employer (for any reason) prior to completion of the initial probationary period of employment, the cash out of vacation leave shall be granted if the employee separates in good standing (as determined by the Employer).

Vacation leave may not be used in the month it is earned.

### **11.2 – Vacation Carry-Over**

Employees may only carry-over accrued vacation leave from calendar year to calendar year in the amounts set forth below. Once an employee reaches the applicable threshold, the employee shall not accrue any additional vacation leave unless approved by the Employer.

0-5 years	144 hours maximum
6-9 years	180 hours maximum
10-15 years	216 hours maximum
16-19 years	252 hours maximum
20+ years	288 hours maximum

The allowed carry-over of vacation leave for eligible regular part-time employees is based on a pro-rated portion based on the hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week, with 1-5 years of seniority, shall be permitted to carry over a maximum of 72 hours per calendar year).

### **11.3 – Vacation Requests**

The Employer retains the right to approve and deny vacation requests, provided that vacation requests may not be unreasonably denied. Vacation days may not be taken without prior approval from the Employer. Employees are responsible for planning their annual vacation leave and submitting vacation requests to the Employer well in advance of the leave requested so that disruption to the Employer's operations is minimized. In the event of a bona fide staffing emergency, such as an incident impacting critical Employer operations or impacting public health and safety, the Employer retains the right to cancel scheduled vacations. Vacation may be taken in increments of one-half (0.5) hour.

## **ARTICLE 12 – SICK LEAVE**

### **12.1 – Sick Leave Accrual**

Regular full-time employees of the bargaining unit, including initial/promotional probationary employees, earn paid sick leave at the rate of eight (8) hours per month. Paid sick leave is accrued from the date of hire. Absent exigent circumstances, approved by the Employer in advance, new probationary employees may not use accrued paid sick leave until the ninetieth (90) calendar day after the commencement of employment.

Regular part-time employees of the bargaining unit, including initial/promotional probationary employees, earn a pro-rated portion of paid sick leave based on hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working twenty (20) hours weekly earns four (4) hours of paid sick leave per month).

Sick leave that is accrued, but unused, in a calendar year shall be accumulated for subsequent calendar years, up to a maximum annual carry-over of one thousand and forty hours (1,040). Employees granted paid sick leave continue to accrue paid sick leave while on paid sick leave.

#### **12.2 – Permitted Use of Sick Leave**

Paid sick leave is a conditional benefit based on qualifying medical conditions or circumstances. Employees may use paid sick leave for the following situations:

1. The employee's own health condition (illness, injury, physical or mental disability, or any period of temporary disability resulting from pregnancy or childbirth).
2. The employee's forced quarantine in accordance with community health requirements.
3. The employer's medical or dental appointments, or those of the employee's immediate family, provided the employee makes a reasonable effort to schedule the appointments at times minimizing a disruption of the Employer.
4. As an extension of bereavement leave, in accordance with the terms of this Agreement governing bereavement leave.
5. Illness of a member of the employee's immediate family which requires the employee to provide care for the immediate family member.
6. The lawful use of a prescription drug which impairs the employees' job performance or safety.
7. Attendance at appointments as part of any Employee Assistance Program offered by the Employer.
8. When the Employer has been closed by order of a public health official for any health-related reason, or when an employee's child's school or place of care has been closed for any health-related reason.
9. Any absence that qualifies for leave under Washington's domestic violence, sexual assault, and stalking statute, RCW 49.76.
10. Any other situation where sick leave is required by applicable law or legal authority.

For purposes of this section, "immediate family" includes spouse, domestic partner, children, stepchildren, foster children, siblings, grandparents, parents of the employee or the employee's spouse, grandchildren, and any other familial inhabitant of the employee's household.

### 12.3 – Sick Leave Procedure

1. Sick leave may not be taken without prior approval from the Employer. To request sick leave, an employee shall inform the Employer as soon as possible and indicate the reason for the sick leave.
2. Sick leave may be used once it is earned. Sick leave is deemed “earned” when reported on end-of-month payroll statements.
3. For absences in excess of three (3) consecutive sick days, the Employer may require the employee to obtain a doctor’s statement verifying the necessity for use of sick leave. Any employee requested to provide a doctor’s statement or other medical verification in connection with the use of sick leave may be excused if the employee can establish an “unreasonable burden or expense,” as that phrase is interpreted by Washington law, that cannot be mitigated by the City.
4. The Employer may, in accordance with the terms of state or federal law, require that an employee be evaluated by an independent doctor, specified by the Employer, and at the Employer’s expense, to determine whether the employee is able to perform the essential functions of their job, to determine any functional limitations the employee’s condition may impose on his/her job duties, and to assist in evaluating the employee’s return to work options and any reasonable accommodation.
5. Prior to returning to work, the Employer may require a written release from an employee’s doctor certifying the employee’s fitness to return to duty.
6. Employees who fail to provide proper notice, obtain a doctor’s statement when requested, or who otherwise violate this section may be denied paid sick leave and/or may be subject to disciplinary action unless otherwise prohibited by Washington law.

### 12.4 – Sick Leave Donation

Employees are permitted to donate a portion of their accumulated paid sick leave to other employees in accordance with the terms and conditions stated in the Employer’s personnel policy manual.

### 12.5 – Sick Leave Cash-Out

Upon separation of employment in good standing (as determined by the Employer), regular full-time, regular part-time, and promotional probationary employees may receive compensation for accrued, but unused, paid sick leave based on the following formula:

End of probationary period of employment through Year 1	0% cash-out
Year 1 through Year 5	10% cash-out
Year 6 through Year 12	20% cash-out

Year 13 through Year 20	30% cash-out
Year 21 through Year 24	40% cash-out
Year 25 and over	50% cash-out

Sick leave cash-outs shall be based on 100% of the value of each sick leave hour, up to the maximum cash-out percentages listed above. For example, an employee who separates from the City with seven (7) years of completed service is entitled to a 20% cash-out. Assuming the employee has 100 hours of accumulated sick leave, the employee would receive 20% of the total hours (20 hours) cashed-out at 100% of their value. The remaining sick leave hours are surrendered.

## **ARTICLE 13 – OTHER LEAVE**

### **13.1 – Paid and Unpaid Leave Required by State or Federal Law**

The Employer provides employees with family and medical leave, pregnancy disability leave, military leave, and other paid and unpaid leave required by state and federal law, including:

- a. Family and Medical Leave (29 USC § 2601 et seq. and RCW 49.78).
- b. Family Care Act Leave (RCW 49.12.265).
- c. Pregnancy Disability Leave (RCW 49.60).
- d. Leave for Victims of Domestic Violence, Sexual Assault, and Stalking (RCW 49.76).
- e. Leave for Spouses of Deployed Military Personnel (RCW 49.77).
- f. Leave for Certain Emergency Services Personnel (RCW 49.12.460).

Leave eligibility, benefits, and requirements are determined by applicable state or federal law and will be administered according to the Employer's personnel policies manual. In the event the Employer's personnel policies manual conflicts with state or federal law, then the minimum requirements of the law shall apply.

### **13.2 – Bereavement Leave**

Regular full-time, regular part-time, and initial/promotional probationary employees are entitled to up to five (5) days of paid bereavement leave for the death of an immediate family member. The specific length of paid bereavement leave shall be determined by the Employer.

For purposes of this section, "immediate family" includes spouse, domestic partner, children, stepchildren, foster children, siblings, grandparents, parents of the employee or the employee's spouse, grandchildren, and any other familial inhabitant of the employee's household.

For regular full-time and regular part-time employees, including promotional probationary employees but excluding initial probationary employees, any additional bereavement leave needed by an employee may be deducted from any accrued paid time off, including paid vacation leave and paid sick leave, if available. Paid bereavement leave, or other paid leave taken as additional bereavement leave, must be taken within thirty (30) days of the date of death of an immediate family member.

### **13.3 – Unpaid Religious Leave**

Pursuant to RCW 1.16.050(3), an employee is entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Leave will be provided in accordance with Washington law and the Employer's personnel policies manual. In the event the Employer's personnel policies manual conflicts with Washington law, then the minimum requirements of the law shall apply.

### **13.4 – Jury Duty**

Employees are entitled to leave for jury duty service as required by law. Regular full-time and regular part-time employees, including initial/promotional probationary employees, shall be paid their straight time rate of pay for all hours of jury duty occurring during their regular working hours, provided they comply with the following conditions:

1. The employee remits to the Employer all compensation received for jury duty service (excluding travel or other reimbursable expenses).
2. The employee provides his/her jury duty summons to the Employer as soon as possible after it is received. Upon completion of jury duty service, the employee must also provide the Employer with proof of jury service.
3. The employee reports back to work on each day that they are released from jury duty during their regular working hours.

All employees of the bargaining unit receive leave if subpoenaed to testify in a judicial proceeding. The Employer retains the right to treat the leave as unpaid leave, unless the employee is a witness in a lawsuit or legal matter involving the Employer.

### **13.5 – Other Leaves of Absence**

The Employer retains the right to grant an unpaid leave of absence to employees who require a leave of absence not covered by any other type of leave and who have exhausted all available leave banks. The decision to grant unpaid leave is determined by the Employer on a case-by-case basis. The terms of conditions of an unpaid leave of absence are set by the Employer's personnel policies manual.

## ARTICLE 14 – HEALTH AND WELFARE BENEFITS

### **14.1 – Eligibility for Insurance Benefits**

Regular full-time employees, including promotional probationary employees employed on a full-time basis, are eligible for enrollment in the Employer's health insurance plans. Regular part-time employees working more than thirty (30) hours per week, including promotional probationary employees employed in such a capacity, are also eligible for enrollment in the Employer's health insurance plans. Initial probationary employees, if working more than thirty (30) hours per week, are eligible for enrollment in the Employer's health insurance plans in the first full calendar month following the month of hire.

### **14.2 – Health Insurance Benefits**

The Employer offers health insurance to eligible employees, their spouses, and their dependents through the Association of Washington Cities (AWC). The Employer offers the choice of two health plans: (1) AWC HealthFirst 250 and (2) AWC Kaiser \$200 Deductible. The Employer shall pay 100% of the premium for eligible employees and 75% of the premium for spouses and dependents. Eligible employees are responsible for payment of 25% of the premium for spouses and dependents. The terms and conditions of enrollment and coverage are stated in the Employer's personnel policies manual and/or AWC's enrollment materials. The Employer reserves the right to make changes to both the insurance carrier and the specific health insurance plans offered to employees, but will bargain the impacts of any such changes.

The Union agrees to make a good-faith effort to promote AWC's WellCity premium discount and encourage employees to participate.

- a. **Funding Agreement Employees**—Specific employees of the bargaining unit are funded in whole or in part by a public-private partnership funding agreement between the Employer and the Master Plan Developer, a private construction company. Pursuant to the terms of the funding agreement, these employees may have their health insurance benefits for themselves and their spouses and dependents paid 100% by the Employer. In the event the funding agreement expires, is terminated, or is otherwise modified, employees covered by the funding agreement will revert to the cost-sharing arrangement applicable to other employees, as described in paragraph (1) of Article 14.2.

### **14.3 – Dental Insurance Benefits**

The Employer offers dental insurance through Delta Dental. The Employer pays 100% of the cost of premiums. The Employer reserves the right to change dental insurance carriers and plans assuming benefit levels are not substantially altered.

### **14.4 – Employee Assistance Program**

The health insurance plan selected by employees may offer a voluntary employee assistance program (EAP). The program, if available through the health insurance plan, offers voluntary

professional and confidential counseling and assistance to employees whose job performance, health, or well-being are adversely affected by personal reasons. Employees who seek such counseling and assistance may elect to use accrued paid sick or vacation leave for time spent during working hours.

#### **14.5 – Industrial Insurance**

Industrial insurance during regular working hours shall be provided in accordance with Washington law.

#### **14.6 – Life Insurance**

The Employer provides life insurance through Standard Life and Accident Insurance Company. The Employer pays 100% of the cost of premiums and provides coverage in the amount of \$20,000 per employee and a limited option of up to \$1,000 per spouse/child. The Employer reserves the right to change life insurance carriers and plans assuming benefit levels are not substantially altered.

#### **14.7 – Long-Term Disability Insurance**

The Employer provides long-term disability insurance through Standard Life and Accident Insurance Company. The Employer pays 100% of the cost of premiums. The Employer reserves the right to change life insurance carriers and plans assuming benefit levels are not substantially altered.

#### **14.8 – Paid Family and Medical Leave (RCW 50A.04)**

Effective January 1, 2020, employees have access to family leave and medical leave insurance based upon the requirements of Washington law, RCW 50A.04. Beginning January 1, 2019, employees will pay 100% of premiums, both the family leave and medical leave premiums, by way of a payroll deduction. Should the Employer grow in size beyond 50 employees, it will then begin paying 55% of the medical leave premium.

#### **14.9 – Vision and Orthodontia Coverage**

In conjunction with its health insurance plans, AWC offers optional enrollment in vision and orthodontia coverage. The current plan offerings (subject to change) are Vision Service Plan – Full Family (\$25 deductible) and Orthodontia – Plan V. Both plans require 100% participation by the bargaining unit. The bargaining unit, at their option and as an entire unit (*i.e.* 100% participation), may elect to enroll in these plans, at their sole expense.

#### **14.10 – Benefits During Leaves of Absence**

Unless otherwise required by law, employees on unpaid leaves of absence do not receive or accrue employee benefits. Eligible employees may, however, elect at their sole expense to continue their health insurance coverage at regular rates.

## ARTICLE 15 – WAGES

### **15.1 – Classifications, Wages, and Salary Schedule**

Wages, steps, and ranges for all employee classifications in the bargaining unit are listed in Appendix A to this Agreement.

### **15.2 – Step Dates**

Regular full-time, regular part-time, and promotional probationary employees shall have their wages increased to the next step on their step-increase eligibility date, upon a satisfactory performance evaluation, and subject to the availability of funding in their department. For all employees hired on or before September 1, 2015, the step-increase eligibility date is the first day of the month of hire. For all employees after September 1, 2015, including all future employees, the step-increase eligibility date is the first day of the month of hire if hired from the 1<sup>st</sup> through the 15<sup>th</sup> of the month, or the first day of the month following the month of hire if hired from the 16<sup>th</sup> through the 31<sup>st</sup> of the month.

## ARTICLE 16 – PENSION CONTRIBUTION AND DEFERRED COMPENSATION

### **16.1 – Pension Contribution**

The Employer shall make pension contributions to Washington's Public Employees' Retirement System (PERS) for each eligible employee, based on the terms and conditions imposed by Washington law. All employees covered by this Agreement shall continue to be covered by the applicable retirement system in which they are enrolled (*e.g.* PERS I, PERS II, PERS III). Retired employees covered by this Agreement who receive retirement benefits are excluded from enrollment in PERS, subject to any administrative fees charged by the State of Washington. Participating employees shall pay any required amounts towards contribution costs by means of a payroll deduction.

### **16.2 – Deferred Compensation Contribution**

The Employer participates in the Washington State Deferred Compensation Program. Regular full-time, regular part-time, and initial/promotional probationary employees may voluntarily participate as an avenue to save for retirement. As of the signed date of this Agreement, the Employer provides up to a \$25.00 per month matching contribution, although this amount is subject to upward or downward adjustment. Participation in the Washington State Deferred Compensation Program and the Employer's matching program shall be regulated by Washington and guidance from the Internal Revenue Service.

## ARTICLE 17 – EMPLOYEE DEVELOPMENT

### 17.1 – Training and Career Development

The Employer and Union agree training and career development are beneficial to both the Employer and affected employees. Training, career development, and educational needs may be identified/requested by both the Employer and employees. The Employer and Union recognize that employees are integral partners in managing their career development. The Employer is committed to providing employees with professional development opportunities within the parameters of available resources and budgetary constraints.

### 17.2 – Higher Education Premium

Regular full-time, regular part-time, and initial/promotional probationary employees are eligible for the following higher education premiums added to their regular rate of pay:

- |                                    |      |
|------------------------------------|------|
| • Associate Degree (2 year degree) | 2.0% |
| • Bachelor Degree (4 year degree)  | 4.0% |
| • Masters, Professional, or PhD    | 6.0% |

Premiums for multiple degrees do not compound. Each employee eligible for a higher education premium must present a copy of their degree to the Employer. A copy of the degree will be included in the employee's personnel records. The Employer will review each degree to determine whether the degree qualified for a higher education premium. The Employer may verify the legitimacy of any degree presented by an employee.

## ARTICLE 18 – DISCIPLINE FOR NON-DIRECTOR POSITIONS

### 18.1 – In General

All employees of the bargaining unit are expected to comply with the Employer's policies governing anti-harassment, anti-discrimination, and the code of conduct. All members of the bargaining unit holding non-director positions shall be subject to discipline and discharge only for "just cause." The terms of this Article apply only to non-director positions in the bargaining unit. The Employer retains the right to discipline initial probationary employees as "at will" employees, with or without cause, and without recourse to the grievance procedure stated in this Agreement.

### 18.2 – Disciplinary Steps

Disciplinary action may include the following:

- a. Verbal warning.
- b. Written reprimand.
- c. Reassignment resulting in adverse economic impact.
- d. Suspension without pay.
- e. Permanent or temporary demotion.

f. Discharge.

Progressive discipline is generally preferred, but not required. The Employer may tailor discipline to respond to the nature and severity of the offense and the employee's prior disciplinary record. The steps of the discipline structure will usually be sequential unless the gravity of an offense, or other extenuating circumstances, justifies a more severe response.

### **18.3 – Verbal Warnings and Written Reprimands**

- a. **Verbal warning** – The Employer may issue a verbal warning at any time for cause. A verbal warning shall carry no additional penalty. The Employer may record having issued a verbal warning. If the Employer records the instance of a verbal warning, then the record shall reflect the nature and date of the offense, the date of the verbal warning, and the substance of the warning.
- b. **Written reprimand** – The Employer may issue a written reprimand at any time for cause. A written reprimand must state the nature and date of the offense, describe the expected employee behavior, and cite the authority (Employer authority, professional expectations, or the law) for the expected employee behavior. A written reprimand shall carry no additional penalty.
- c. **Grievance procedure** – Verbal warnings and written reprimands carry no economic impact and are not subject to the grievance procedure stated in this Agreement and therefore may not be grieved.

### **18.4 – Discipline Procedure Other Than Verbal Warning or Written Reprimand**

- a. **Notice of Intent to Discipline** – If the Employer intends to impose discipline other than a verbal warning or written reprimand, the Employer shall inform the employee in writing. The written notice shall describe the event or conduct to enable the employee to understand the general nature of the concern or allegations. The Employer may provide written notice either before or after conducting a preliminary investigation.
- b. **Pre-Disciplinary Meeting** – Upon at least twenty-four (24) hours written notice to both the employee and the Union, the Employer may call a pre-disciplinary meeting at which the Employer will state its concerns or allegations, modified by what it has learned to date through any investigation or otherwise, and provide the employee an opportunity to respond. The employee may elect to attend the pre-disciplinary meeting accompanied by a Union representative.
- c. **Disciplinary Decision** – No sooner than the day following the close of a pre-disciplinary meeting, but no later than twenty-one (21) working days after the close of a

pre-disciplinary meeting, the Employer shall inform the employee and the Union in writing of the Employer's disciplinary decision.

### **18.5 – Employer Investigations**

- a. **Duty to Cooperate** – Employees have an obligation to cooperate with any investigation conducted by the Employer. Failure to do so will be considered insubordination and will be grounds for discipline.
- b. **Union Representation** – If the Employer elects to conduct a disciplinary investigation, an employee is entitled, at his/her request, to have Union representation during any investigatory interview conducted by the Employer that the employee reasonably believes may result in his/her discipline or discharge. During such an investigatory interview, a participating Union representative will be given the opportunity to ask questions, offer additional information, and counsel the employee, but may not obstruct the Employer's investigation.
- c. **Administrative Leave** – The Employer may, at its discretion, place employees on paid administrative leave during an investigation. Employees on such paid administrative leave must remain available during their normal hours of work and are not permitted to accept outside employment. Placement on paid administrative leave is not subject to the grievance procedure stated in this Agreement.

### **18.6 – Resignation and Retirement**

Employees are expected to provide a minimum of two weeks' notice of planned resignations or retirements.

### **18.7 – Personnel Files and Right to Inspection**

The Employer endeavors to keep the personnel files of employees accurate and up-to-date. When the Employer places a disciplinary document into an employee's personnel file, the Employer shall notify the employee and give the employee a copy. In the case of a written reprimand or higher form of discipline, the employee may provide a written response within thirty (30) days of being provided notice, which shall be placed in the personnel file and only removed if the accompanying disciplinary document is also removed. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

An employee, upon written request to the Employer, shall have the right to inspect the entire contents of his/her personnel file. An employee may be accompanied by Union representation during the inspection. The inspection shall take place on the Employer's premises at a date and time mutually agreeable to the Employer and employee.

## ARTICLE 19 – DISCIPLINE FOR DIRECTOR LEVEL POSITIONS

### 19.1 – In General

All employees of the bargaining unit are expected to comply with the Employer's policies governing anti-harassment, anti-discrimination, and the code of conduct. All members of the bargaining unit holding director level positions serve "at will," meaning the Employer reserves the right to discipline, suspend, or terminate directors of the bargaining unit. These decisions are not subject to the grievance procedure, but are subject to the process and provisions provided below.

#### Section 1: Performance Deficiencies

No director shall be terminated for a performance deficiency unless the following steps are taken prior to termination:

(1) Written Warning: A director shall receive a written warning specifically identifying the performance deficiencies, the steps to correct the deficiencies, and a specific period within which the deficiencies should be corrected. The director shall be given an opportunity to provide, directly to the Mayor, an explanation as to why his/her performance is not deficient or should otherwise be mitigated by the circumstances. The director has the right to attend a meeting with the Mayor accompanied by a union representative.

(2) Suspension without Pay: If the deficiencies noted in a written warning are not corrected within the stated period of time, or the deficiencies reoccur within 24 months, the director may be suspended without pay for a period to be determined by the Mayor, not to exceed two (2) weeks. Prior to the suspension, the director shall be given an opportunity to provide, directly to the Mayor, his/her explanation as to why the performance is not deficient or should otherwise be mitigated by the circumstances. The director has the right to attend a meeting with the Mayor accompanied by a union representative.

(3) Termination: If, following the unpaid suspension, the director fails to correct the deficiencies, or if the deficiencies reoccur within 24 months, the Mayor may elect to terminate the director.

(4) Opportunity to Explain: Prior to the effective date of any termination decision under this section, the director shall be given an opportunity to provide, directly to the Mayor, his/her explanation as to why his/her performance was not deficient. The supervisor may also present the Mayor with an explanation as to why termination is not the correct decision and propose alternative solutions. The director has the right to attend a meeting with the Mayor accompanied by a union representative.

## **Section 2: Ethical Violations, Conduct Detrimental, and Non-Performance Issues**

The Mayor retains the right to discipline or terminate a director for ethical violations, conduct detrimental to the office, or other non-performance issues against the best interests of the City.

(1) Opportunity to Explain: Prior to a termination decision, the director shall have the right to provide, directly to the Mayor, his/her explanation as to the underlying conduct and why termination or discipline is not appropriate. The director has the right to attend a meeting with the Mayor accompanied by a union representative.

(2) Review Committee: If the Mayor elects to proceed with termination, the director may request to have the Mayor's termination decision evaluated by a review committee, as set forth by the below process and procedure.

*1. Review Committee Composition.* Within five (5) days of a termination decision, the Union may provide written notice to the Mayor stating that the terminated director requests an evaluation by a review committee. The Union and the Mayor shall then appoint the necessary review committee members within five (5) business days. A three (3) person review committee shall consist of two (2) city council members selected by the Mayor and one (1) Union representative.

*2. Review Committee Procedures.* The review committee shall meet within five (5) business days of its appointment. The sole determination for the review committee shall be whether the facts provide a basis for termination for ethical violations, conduct detrimental to the office, or non-performance issues against the best interests of the City. The committee has the right to review written documents and request interviews with employees. If the committee determines the reason for termination is performance deficiencies and the required procedures have not been followed, then the termination shall be rejected. If the committee determines the decision to terminate is arbitrary, the termination shall be rejected. A majority of the committee shall, by secret ballot, determine whether the termination meets the standards set forth herein. If a majority of the committee votes against the termination decision, then the director will not be terminated. No committee member shall disclose, or be compelled to disclose, how they or any other member of the review committee voted.

*3. Communication of the Review Committee's Decision.* The decision of the review committee shall be communicated in written form to the Mayor and the Union within ten (10) business days of the date on which the committee was appointed and shall be signed by all members of the review committee. If a written decision is not received from the review committee within ten (10) business days of the committee's appointment, the Mayor's decision shall stand.

4. *Time Periods.* The time periods and deadlines stated in this section may be extended by mutual agreement of the Employer and the Union.

### **Section 3: Other**

A director subject to discipline or termination for any reason other than those set forth in Section 1 or Section 2 (with the exception of a layoff/furlough) shall be entitled to the process described in either Section 1 or Section 2, to be determined by the Mayor.

## **19.2 – Employer Investigations**

- a. **Duty to Cooperate** – Employees have an obligation to cooperate with any investigation conducted by the Employer. Failure to do so will be considered insubordination and will be grounds for discipline.
- b. **Union Representation** – If the Employer elects to conduct a disciplinary investigation, an employee is entitled, at his/her request, to have Union representation during any investigatory interview conducted by the Employer that the employee reasonably believes may result in his/her discipline or discharge. During such an investigatory interview, a participating Union representative will be given the opportunity to ask questions, offer additional information, and counsel the employee, but may not obstruct the Employer's investigation.
- c. **Administrative Leave** – The Employer may, at its discretion, place employees on paid administrative leave during an investigation. Employees on such paid administrative leave must remain available during their normal hours of work and are not permitted to accept outside employment. Placement on paid administrative leave is not subject to the grievance procedure stated in this Agreement.

## **19.3 – Resignation and Retirement**

Employees are expected to provide a minimum of two weeks' notice of planned resignations or retirements.

## **19.4 – Personnel Files and Right to Inspection**

The Employer endeavors to keep the personnel files of employees accurate and up-to-date. When the Employer places a disciplinary document into an employee's personnel file, the Employer shall notify the employee and give the employee a copy. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

An employee, upon written request to the Employer, shall have the right to inspect the entire contents of his/her personnel file. An employee may be accompanied by Union representation during the inspection. The inspection shall take place on the Employer's premises at a date and time mutually agreeable to the Employer and employee.

## ARTICLE 20 – GRIEVANCE PROCEDURE

### **20.1 – In General**

The Employer and the Union recognize the need for fairness and justice in the adjudication of employee grievances. Employees are encouraged to attempt to resolve complaints through informal discussions with the Employer and any applicable supervisors. An employee presenting an informal grievance shall have the option of being accompanied by a Union representative. If a grievance cannot be resolved informally, the grievance will be settled according to the procedure provided below.

### **20.2 – Definition of Grievance**

A grievance is a dispute between the Employer and the Union, on the Union's own behalf or on behalf of an employee or group of employees, over an alleged violation, misinterpretation, or misapplication of an express Article, section, term, or provision of this Agreement.

- a. **Discipline/Discharge for Non-Director Positions:** Verbal warnings and written reprimands are not subject to the grievance procedure. Other higher forms of discipline may be grieved by non-director employees.
- b. **Discipline/Discharge for Director Level Positions:** Discipline and discharge decisions are not subject to the grievance procedure and may not be grieved.

### **20.3 – Election of Remedies**

The Employer and the Union expect the procedures contained in this Agreement, if applicable, to be the sole remedy for grievances. The Employer and the Union also recognize that employees have legal rights independent of this Agreement. If the Union seeks arbitration of a dispute within the procedure established by this Agreement, that election shall be deemed to have waived external remedies to the extent allowed by state and federal law. If an employee or the Union seeks redress or review from any external body, whether administrative or judicial, then whether or not such body accepts the matter for review, then the Union and/or the employee shall have elected the external remedy to the exclusion of all rights under this Agreement.

### **20.4 – Time Limits**

To timely initiate the grievance process, a party must file a formal written grievance within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance.

For purposes of this Article, "working day" shall be defined as Monday through Friday, excluding holidays recognized by the Employer. Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day of an applicable time limit.

The day after the event, act, or omission shall be the first day of a timeline under this Article. In the event a time limit under this Article falls on a weekend or holiday, the deadline will be automatically extended to the following working day.

Time limits within the grievance procedure may be waived or extended by the mutual agreement of the parties. If the Union, on behalf of itself or employees, fails to act or respond within the specified time limits, the grievance shall be considered waived. If the Employer fails to respond within the specified time limits, the grievance shall proceed to the next step of the grievance procedure.

#### **20.5 – Required Content of Grievance**

A grievance must satisfy the following conditions:

1. Be submitted in writing.
2. Describe the facts giving rise to the grievance with sufficient particularity to permit the Employer to understand the nature of the grievance.
3. Identify the provision(s) of the Agreement allegedly violated.
4. Identify the aggrieved employee(s).
5. Identify the remedy sought.
6. Be signed and dated by the Union representative and/or the affected employee(s).

#### **20.6 – Grievance Procedure**

1. **Step 1** – The grievance procedure shall be initiated by personally serving a grievance upon the Mayor, City Administrator, or the Human Resources Director. The grievance must be served within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance. Thereafter, the Employer, acting through the employee's immediate supervisor (or, if there is no immediate supervisor available, then the Human Resources Director), shall respond in writing to the Union and the aggrieved employees within ten (10) working days.

**Court Administrator Classification** – The Employer will promptly forward a copy of any Step 1 grievance involving the Court Administrator classification to the Presiding Judge of Black Diamond Municipal Court. If the grievance involves subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall respond to the grievance in accordance with Step 1, above.

2. **Step 2** – If the grievance is not resolved at Step 1, then within ten (10) working days of the Employer's written response in Step 1, a written appeal, signed by the Union and/or the affected employee(s), shall be personally served upon the Mayor, City Administrator, or the Human Resources Director. The Employer shall thereafter schedule a meeting with the Union and aggrieved employee(s) within fifteen (15) working days from receipt of the written appeal. During the meeting, aggrieved employees have the right to be accompanied by a Union representative. Thereafter, the Employer, acting through the Mayor or his/her designee, shall respond in writing to the Union and the aggrieved employees within ten (10) working days.

**Court Administrator Classification** – The Employer will promptly forward a copy of any Step 2 grievance involving the Court Administrator classification to the Presiding Judge of Black Diamond Municipal Court. If the grievance involves subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall respond to the grievance in accordance with Step 2, above.

3. **Step 3, Arbitration** – If the grievance is not resolved at Step 2, the parties may proceed to final and binding arbitration. Prior to arbitration, the parties may mutually agree to first proceed with mediation, in which case the timelines for arbitration shall be extended to accommodate the mediation process. If the grievance involves the Court Administrator classification and subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall be involved in the arbitration process and may substitute entirely for the Employer, depending on the subject matter involved.

- a. **Notice** – Within twenty (20) working days following receipt of the Employer's written response in Step 2, the Union shall notify the Employer, in writing, of its intent to proceed with arbitration.
- b. **Arbitrator Selection** – After the Union has provided timely notice of its intent to proceed with arbitration, the parties shall select an impartial arbitrator within thirty (30) working days. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, the parties will request a list of nine (9) impartial arbitrators able to abide by time limitations. The list will be provided by the Public Employment Relations Commission (PERC) or the American Arbitrator Association (AAA). In the event the parties cannot agree on the source of an impartial list, then the list shall be provided by PERC. Once a list has been provided, the parties shall flip a coin to determine who will strike the first name, following with subsequent strikes alternating between the parties, until one (1) name remains. The remaining name will serve as the arbitrator.
- c. **Decision, Time Limit** – The arbitrator will meet and hear the matter at the earliest possible date after the selection process. After completion of the hearing, a

written decision shall be entered within thirty (30) working days, or as soon as possible thereafter, unless an extension of time is agreed upon by the parties.

- d. **Jurisdiction of Arbitrator** – The grievance submitted to the arbitrator shall be the original written grievance unless the Employer and the Union agree otherwise. Only one (1) grievance may be submitted to the arbitrator at one (1) hearing, unless the Employer and the Union agree otherwise. The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there was a violation of the terms of the Agreement. The arbitrator shall also have the authority to receive evidence, question witnesses, and dictate the orderly procedure of the hearing. The arbitrator shall not have the authority to add to, subtract from, alter, change, or modify the provisions of this Agreement, nor limit or impair any common law right of the Employer or the Union.
- e. **Final Binding Award** – The arbitrator's written award shall be final and binding upon the parties. In any arbitration alleging a violation of rights protected by this Agreement, the arbitrator's authority to award monetary damages shall be limited to back pay and related benefits, and shall not include compensatory or punitive damages.
- f. **Costs, Fees, and Expenses** – Each party is responsible for its own costs, fees, and expenses incurred in handling the grievance and presenting its case. The parties agree to equally share in the costs and expenses charged by the arbitrator.
- g. **Challenge to Arbitrability** - Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance shall be resolved in an arbitration proceeding separate from and prior to arbitration on the merits of the grievance. If an arbitration is required to determine the procedural arbitrability of a grievance, then the selection of the arbitrator and arbitration procedure shall be based on the steps stated in this section. Within ten (10) working days following receipt of an arbitrator's award ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in Article 20.6(3)(b) to select an arbitrator to rule on the merits of the grievance. Each party is responsible for its own costs, fees, and expenses incurred in handling a challenge to arbitrability and presenting its case. The party who loses a challenge to arbitrability, as determined by the arbitrator, shall pay for the costs and expenses charged by the arbitrator.

## ARTICLE 21 – LAYOFF, FURLOUGH, and RECALL

### **21.1 – In General**

The Employer retains the right to determine the need for layoffs, furlough days, and the classifications subject to layoff or furlough, but agrees to bargain the impacts of any such decision on wages, hours, and working conditions of employees. In the event of a layoff, temporary or initial probationary employees in a classification subject to layoff shall be laid off first.

Thereafter, layoffs shall be determined by order of seniority within a classification. Employees who have previously held a lower classification within the bargaining unit shall have the right to return (“bump”) to such lower classification if their seniority is greater than the employee in such classification and if they meet the qualifications of the position. Employees shall not accrue seniority while on layoff.

### **21.2 – Recall from Layoff**

Laid off employees have the right to recall from layoff. Recall shall be based on seniority within a classification. The period of recalling laid off employees shall be limited to twelve (12) months, beginning on the date of the layoff. The Employer retains the right to extend the twelve (12) month period at its discretion. As a mandatory condition of recall, an employee must be qualified to hold the position. It is the responsibility of each laid off employee to provide current contact information with the Employer. Failure of a laid off employee to report for reinstatement within ten (10) days of notification by the Employer shall result in forfeiture of the right to recall.

## ARTICLE 22 – BARGAINING UNIT WORK

### **22.1 - Subcontracting**

As of the effective date of this Agreement, any work currently subcontracted by the City may continue to be subcontracted. All other work of the Union’s bargaining unit shall be performed only by employees of the bargaining unit except as otherwise provided in this Agreement or otherwise bargained with the Union to mutual resolution or impasse, as required by Washington law.

### **22.2 – Delegation or Assignment of Bargaining Unit Work**

The parties recognize that employees of the bargaining unit are professional employees with supervisory or managerial responsibilities, and that there are times when it is necessary or beneficial to the Employer or employees of the bargaining unit to move work inside and outside of the bargaining unit. Under such circumstances, work may be delegated or assigned without bargaining. When employees of the bargaining unit delegate or assign work to subordinate employees outside of the bargaining unit, employees of the bargaining unit shall maintain supervisory control over the work and the manner in which it is performed. Nothing in this section shall be construed to permit the Employer the right to subcontract bargaining unit work outside of the Employer’s workforce without providing an opportunity to bargain.

## **ARTICLE 23 – PERFORMANCE OF DUTIES /** **NO RIGHT TO STRIKE**

The parties recognize RCW 41.56.113 does not permit or grant employees the right to strike or the right to refuse to perform their official duties. The Union shall not authorize a strike, work stoppage, or slowdown, and the Employer shall not engaged in a lockout during the term of this Agreement. The Union shall take every reasonable means within its power to induce employees engaged in a strike, work stoppage, or slowdown, in violation of this Agreement, to return to work. Every attempt shall be made to settle all disputes or controversies arising under this Agreement under the grievance and arbitration procedures provided herein.

## **ARTICLE 24 – PERSONAL LIABILITY AND EMPLOYEE** **INDEMNIFICATION**

The Employer shall indemnify and defend employees, upon proper request, against any claims or legal actions for damages brought against them for any acts, errors, or omissions while acting in the course and scope of their employment. The Employer shall not provide indemnity and defense for any criminal, dishonest, fraudulent, or malicious actions.

## **ARTICLE 25 – SCOPE AND DURATION OF AGREEMENT**

### **25.1 Term of Agreement**

This Agreement is effective January 1, 2018 and continues through December 31, 2020. If either party desires to negotiate a successor agreement, they shall provide notice to the other party and the parties shall, within a reasonable time frame, set a schedule for contract negotiations. In the event negotiations for a successor agreement have not been completed by the termination date of this Agreement, then the *status quo* shall be maintained to the extent required by Washington law.

### **25.2 Severability / Savings Clause**

If any Article, section, term, or provision of this Agreement is rendered or declared invalid by reason of any existing or subsequently enacted law, or by any decree of a court or competent jurisdiction, the remaining terms or provisions of this Agreement shall continue in full force and effect. The parties agree to promptly reopen negotiations promptly on any such invalidated Article, section, term, or provision to comply with the law.

## **APPENDIX A—WAGE TABLE**

- January 1, 2018      \$1,000 signing bonus, payable to each bargaining unit employee actively employed by the City at the time the City Council ratifies this Agreement. Subject to standard taxable withholdings.
- January 1, 2019      \$1,000 signing bonus, payable to each bargaining unit employee actively employed by the City as of January 1, 2019. Subject to standard taxable withholdings.
- January 1, 2020      REOPENER. In the fall of 2019, or at another time mutually agreed upon, the parties agree to reopen this Agreement solely for purposes of bargaining 2020 base wages. During reopener negotiations, no position in the bargaining unit will be subject to a decrease in base wages.

Employee monthly rates of pay as of January 1, 2018:

<b>2018 &amp; 2019 Salary Schedule</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Court Administrator	5,891	6,159	6,427	6,694	6,962
MDRT & Economic Director	7,498	7,899	8,301	8,703	9,104
Deputy City Clerk	4,499	4,814	5,128	5,443	5,757
Finance Director	7,498	7,899	8,301	8,703	9,104
Deputy Finance Director	6,631	7,013	7,396	7,778	8,161
Police Records Coordinator	4,499	4,814	5,128	5,443	5,757
Building Official	6,962	7,364	7,766	8,167	8,569
Community Dev/Nat Resources Director	7,498	7,899	8,301	8,703	9,104
Permit Center Supervisor	5,891	6,159	6,427	6,694	6,962
Public Works Director	7,498	7,899	8,301	8,703	9,104
Utilities Superintendent	6,962	7,364	7,766	8,167	8,569
Construction Inspector Supervisor	6,962	7,364	7,766	8,167	8,569

Signed this \_\_\_\_ day of December, 2018.

Signed this \_\_\_\_ day of December, 2018.

SIGNED FOR THE CITY OF BLACK DIAMOND

SIGNED FOR TEAMSTERS LOCAL NO. 117  
(Professional Unit)

---

Mayor Carol Benson

---

John Searcy, Secretary-Treasurer  
Teamsters Local 117

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Andy Williamson  
Employee representative

Signed this \_\_\_\_ day of December, 2018.

SIGNED FOR THE CITY OF BLACK DIAMOND  
MUNICIPAL COURT UNDER GR 29(f) FOR  
NON-WAGE RELATED ARTICLES APPLICABLE  
TO COURT PERSONNEL COVERED BY THIS  
AGREEMENT

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The Honorable Krista White Swain

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b>	<b>Agenda Date: December 6, 2018</b>	<b>AB18-108</b>
<b>Resolution authorizing the Mayor to execute a Collective Bargaining Agreement between the City of Black Diamond and Teamsters 117 Public Works and Admin Support Units</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	
	Public Works – Seth Boettcher	
Cost Impact (see also Fiscal Note):	Court – Stephanie Metcalf	
Fund Source: --	City Labor Attorney - Peter Altman	X
Timeline:		
<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; Proposed CBA</b>		
<p><b>SUMMARY STATEMENT:</b></p> <p>The City's negotiating team consisting of Peter Altman, Summit Law Group, Police Chief Jamey Kiblinger, and City Clerk/HR Manager Brenda Martinez were able to reach a tentative agreement with the Public Works and Admin Support Units for a new three (3) year Collective Bargaining Agreement ("CBA") effective January 1, 2018 through December 31, 2020. The Public Works and Admin Support Units have approved the CBA and the City's negotiating team is recommending ratification by the City Council.</p> <p><b>FISCAL NOTE (Finance Department):</b> The new Collective Bargaining Agreement was negotiated as directed by the City Council.</p>		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<p><b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 18-1284 authorizing the Mayor to execute the Collective Bargaining Agreement between the City of Black Diamond and Teamsters 117 Public Works and Admin Support Units.</b></p>		
<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 6, 2018		

**RESOLUTION NO. 18-1284**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON THE  
MAYOR TO EXECUTE THE COLLECTIVE BARGAINING  
AGREEMENT BETWEEN THE CITY OF BLACK DIMAOND  
AND TEAMSTERS LOCAL UNION NO. 117 PUBLIC  
WORKS AND ADMIN SUPPORT UNITS**

**WHEREAS**, the Teamsters Local Union No. 117 is the authorized bargaining representative for the Black Diamond Public Works and Admin Support Units; and

**WHEREAS**, the Professional Unit was formed in 2014 and the Admin Support Unit was formed in 2016; and

**WHEREAS**, their agreement expired on December 31, 2017; and

**WHEREAS**, the City negotiating team has reached a tentative agreement with the Union for a new three-year Collective Bargaining Agreement ("CBA") effective January 1, 2018 through December 31, 2020 (attached hereto as Exhibit A); and

**WHEREAS**, the City Council has reviewed the CBA and finds it was negotiated as directed by the City Council and it is in the best interest of the City and its employees to authorize the Mayor to execute the CBA;

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

**Section 1.** The City Council hereby authorizes the Mayor to execute the Public Works and Admin Support Unit's CBA as attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF DECEMBER 2018.**

CITY OF BLACK DIAMOND:

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Carol Benson, Mayor

Attest:

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Brenda L. Martinez, City Clerk

# **AGREEMENT**

**By and Between**

**THE CITY OF BLACK DIAMOND**

**and**

**TEAMSTERS LOCAL UNION NO. 117  
(PUBLIC WORKS AND ADMIN. SUPPORT UNITS)**

**January 1, 2018 – December 31, 2020**

## Table of Contents

ARTICLE 1 – DEFINITIONS.....	3
ARTICLE 2 – RECOGNITION .....	5
ARTICLE 3 – UNION MEMBERSHIP AND DUES.....	5
ARTICLE 4 – NON-DISCRIMINATION .....	6
ARTICLE 5 – UNION ACTIVITY.....	7
ARTICLE 6 – MANAGEMENT RIGHTS.....	7
ARTICLE 7 – HOURS OF WORK .....	9
ARTICLE 8 – SENIORITY .....	10
ARTICLE 9 – OVERTIME AND CALL-BACK .....	11
ARTICLE 10 – HOLIDAYS .....	12
ARTICLE 11 – VACATION LEAVE .....	14
ARTICLE 12 – SICK LEAVE .....	15
ARTICLE 13 – OTHER LEAVE .....	18
ARTICLE 14 – HEALTH AND WELFARE BENEFITS.....	20
ARTICLE 15 – WAGES .....	21
ARTICLE 16 – DISCIPLINE AND SEPARATION.....	24
ARTICLE 17 – GRIEVANCE PROCEDURE.....	26
ARTICLE 18 – LAYOFF, FURLOUGH, AND RECALL.....	30
ARTICLE 19 – BARGAINING UNIT WORK.....	31
ARTICLE 20 – PERFORMANCE OF DUTIES/NO RIGHT TO STRIKE .....	31
ARTICLE 21 – SCOPE AND DURATION OF AGREEMENT .....	31

**AGREEMENT BETWEEN  
CITY OF BLACK DIAMOND  
and  
TEAMSTERS LOCAL UNION NO. 117  
(PUBLIC WORKS UNIT)**

**PREAMBLE**

This Agreement is entered into between the City of Black Diamond (the “Employer” or the “City”), a municipal corporation of the State of Washington, and Teamsters Local Union No. 117 (the “Union”), for the purpose of setting forth wages, hours, and working conditions which shall be in effect during the terms of this Agreement for employees in two separate bargaining units, as determined by PERC Case 26514-E-14-3873, Decision 12133 (PECB, 2014) and PERC Case 128309-E-16, Decision 12645 (PECB, 2016), and defined in this Agreement.

It is the purpose of this Agreement to achieve and maintain harmonious relations, based upon a mutual respect and using a collaborative approach with the objective of fostering effective cooperation between the Employer and the Union, to provide for contractual conditions of work, to establish agreed standards of wages and hours, and to achieve peaceful and rapid resolution of any differences which may arise in accord with the terms of this Agreement.

**ARTICLE 1 – DEFINITIONS**

The following terms and phrases used in this Agreement are defined as follows:

**“The Employer” or “the City”:** The City of Black Diamond, Washington.

**“The Union”:** Teamster Local Union No. 117 (Public Works Unit).

**Bargaining Units:** All regular full-time, regular part-time, and initial/promotional probationary employees of the City of Black Diamond Public Works Unit, excluding certain supervisory and confidential employees (the “Public Works” bargaining unit). In addition, all regular full-time, regular part-time, and initial/promotional probationary employees serving in administrative support roles, excluding supervisors and confidential employees (the “Admin. Support” bargaining unit).

**Employees:** Regular full-time, regular part-time, and initial/promotional probationary employees in the bargaining unit covered by this Agreement, excluding certain supervisors and confidential employees.

**Seasonal Employees:** Seasonal employees are those employees hired to augment employees in the Public Works bargaining unit for a limited term of employment, not to exceed six (6) continuous months on an annual basis. The Employer will hire seasonal employees only as needed in response to a temporarily expanded seasonal workload or in response to an emergency. The City may hire a maximum of two (2) seasonal employees each calendar year. Seasonal employees will not be used to displace bargaining unit positions and, absent a mutual agreement, will not reduce the number of hours worked by bargaining unit members. Seasonal employees are not members of the bargaining unit and are not subject to the provisions of this Agreement.

**Temporary Employees:** The City may hire temporary employees to augment employees in the Admin. Support bargaining unit under a limited set of circumstances. Temporary employees may be used to fill temporary vacancies caused by the absence of bargaining unit employees, to complete projects with a defined/limited scope, to address temporary spikes in the workload of bargaining unit employees, to meet needs in situations where there are insufficient resources to support adding a regular position, and during emergencies. Temporary employees are not included in the bargaining unit. The City will not normally use a temporary employee beyond six (6) months. In the event the City desires to use a temporary employee beyond the normal six (6) months, it agrees to notify the Union thirty (30) calendar days in advance and bargain the issue before moving beyond six (6) months. Temporary employees shall not be used to displace current employees of the bargaining unit or permanently supplant bargaining unit work.

**Initial Probationary Employees:** New employees hired by the Employer, serving an initial probationary period of employment prior to achieving regular full-time or regular part-time status.

**Initial Probationary Period of Employment:** The initial six (6) months of work—including holidays but excluding other leave—each initial employee of the Employer must complete in order to achieve regular full-time or regular part-time employment status. The initial probationary period of employment provides an opportunity for the Employer to evaluate the performance of new employees, and for new employees to evaluate working for the Employer. During the initial probationary period of employment, initial probationary employees serve “at will” and may be terminated with or without cause, and without recourse to the grievance procedure stated in this Agreement. The Employer retains the right to extend the length of the initial probationary period of employment on a case-by-case basis.

**Promotional Probationary Employees:** Existing employees serving a promotional probationary period of employment.

**Promotional Probationary Period of Employment:** A probationary period of work—including holidays but excluding other leave—each existing employee of the Employer must complete upon promotion or transfer to a new classification. For employees promoted within their existing department (“street to street” or “office to office” promotions), the promotional probationary period shall be thirty (30) days. For employees receiving a promotion or transfer

to a new department ("street to office" promotions or transfers), the promotional probationary period shall be six (6) months. During the promotional probationary period of employment, if the Employer determines that an employee is not satisfactorily performing in a new classification, the Employer shall return to employee to his/her previously-held position. The Employer retains the right to extend the length of the promotional probationary period of employment on a case-by-case basis.

## **ARTICLE 2 – RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees in the two bargaining units, including all regular full-time, regular part-time, and initial/promotional probationary employees in the Public Works Division (the "Public Works" bargaining unit), and all regular full-time, regular part-time, and initial/promotional probationary employees serving in administrative support roles (the "Admin. Support" bargaining unit), excluding all other employees.

## **ARTICLE 3 – UNION MEMBERSHIP AND DUES**

### **3.1 - Union Membership**

All employees in the bargaining unit shall have the voluntary right to become members of the Union. The Employer agrees to remain neutral regarding Union membership. Should employees have specific questions about Union membership, the Employer will refer those employees to this Agreement and to a Union representative.

### **3.2 - Dues or Fees / Payroll Deduction**

The Employer shall deduct Union dues or fees for all employees who individually and voluntarily authorize in writing such payroll deduction for each month's paycheck(s), with copies of the signed authorization form provided to the Employer. The Union shall designate the amount to be deducted. Such amount shall be remitted to the Union within a reasonable time, without unnecessary delay by the Employer. Employees requesting to stop dues/fees deductions shall notify both the Employer and the Union of their request, with the Employer stopping deductions following written confirmation from the Union that the employee's dues/fees deduction authorization has been terminated in compliance with the terms of the written authorization executed by the employee.

### **3.3 - Notification**

The Employer shall annually, or at the specific request of the Union, provide the Union with a current list of all employees in the bargaining unit. The list shall include the name of each employee, date of hire, wage rate, job classification, and employment status.

The Employer will notify the Union of all newly hired employees hired into job classifications covered by this Agreement. The notification shall include the name of the employee, date of hire, wage rate, job classification, and employment status. The Employer will also notify the

Union of any employee leaving the bargaining unit because of termination, layoff, promotion, demotion, transfer, or resignation. The notification shall include the name of the employee, date of termination, and job classification.

### **3.4 – PAC Contributions to D.R.I.V.E.**

The Employer agrees to deduct from the paychecks of employees covered by this Agreement voluntary contributions to D.R.I.V.E. (Democrat, Republication, Independent Voter Education). The Union will notify the Employer of the amounts designated by each contributing employee, to be deducted from each paycheck. The Employer shall send to D.R.I.V.E. headquarters, on a monthly basis, a single check for the total amount deducted by employees, along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number, and the amount deducted from each paycheck. Contributions made by employees under this Section are entirely voluntary. By agreeing to this provision, the Employer does not endorse or condemn any particular political views associated with D.R.I.V.E.

The International Brotherhood of Teamsters, Teamster Local Union No. 117, shall reimburse the Employer annually for the Employer's actual costs incurred in administering the payroll deduction plan. Reimbursement shall be paid by the Teamsters within thirty (30) days of submission by the Employer. In the event the Teamsters no longer serve as the bargaining representative of the Public Works Unit, this section of the Article shall automatically terminate.

### **3.5 - Hold Harmless**

The Union agrees to indemnify and hold the Employer harmless for any and all liabilities that arise or by reason of actions taken by the Employer pursuant to this Article, including the reimbursement of any legal fees or expenses incurred in connection with any claim, lawsuit, order, judgment, or liability asserted against the Employer in connection with this Article.

### **3.6 – New Hire Orientation**

The Union through a Shop Steward or Union Representative shall have thirty (30) minutes during the employer's new hire orientation program to meet with the employee(s) for the purposes of filing out Union paperwork and orienting the employee to Union membership.

## **ARTICLE 4 – NON-DISCRIMINATION**

### **4.1 – Non-Discrimination Based on Union Membership or Union Activity**

In accordance with RCW 41.56, the Employer and Union agree that there shall be no discrimination against employees or Union officers because of membership in the Union or lawful union activity.

#### **4.2 – Equal Opportunity, Anti-Harassment, and Non-Discrimination**

Neither the Employer nor the Union shall discriminate against any employee or job applicant in violation of local, state, or federal employment laws and regulations. The Employer and the Union acknowledge their commitment and obligation to abide by all equal employment opportunity and non-discrimination laws. There shall be no discrimination, harassment, or retaliation based on race, color, religion, sex, sexual orientation, gender expression, gender identity, marital status, national origin, age, or the real or perceived presence of any sensory, mental, or physical disability that does not prevent the proper performance of the job, unless based upon a *bona fide* occupational qualification.

### **ARTICLE 5 – UNION ACTIVITY**

#### **5.1 – Conduct of Union Business**

Union business, such as handling grievances or other legitimate routine matters authorized by this Agreement, may be conducted on the Employer's premises provided that such business does not interfere with the Employer's operations or business. The Employer shall not unreasonably deny entry. Scheduled Union meetings may be held in the Employer's facilities subject to the foregoing restrictions.

#### **5.2 – Paid Release Time for Bargaining**

One (1) non-exempt employee of the Public Works bargaining unit, and one (1) non-exempt employee of the Admin. Support bargaining unit may be on regular paid status for any bargaining session, or portion thereof, occurring during the employee's scheduled hours of work. If the employee is not on duty during bargaining, then the employee will not be paid by the Employer.

#### **5.3 – Bulletin Boards**

The Employer shall provide space in a non-public area for a bulletin board which may be used by the Union for Union-related business. Nothing posted on the bulletin board shall be derogatory toward the Employer, its elected officials, or other personnel. If the Employer determines that a posting is deemed to be derogatory, the Employer shall remove the posting and return it to a Union representative.

### **ARTICLE 6 – MANAGEMENT RIGHTS**

#### **6.1 – Purpose**

The Union recognizes the Employer has a legitimate need to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are retained by the Employer.

## **6.2 – Specific Rights Enumerated**

In accordance with Washington law and RCW 41.56, the Employer and the Union agree to a specific list of management rights. Most notably, the direction of the workforce is vested exclusively with the Employer. This shall include, but is not necessarily limited to, the right to:

1. Direct and manage employees;
2. Hire, promote, transfer, assign, re-assign, and retain employees;
3. Suspend, demote, discharge, or take other disciplinary action against employees in accordance with the discipline and separation provisions of this Agreement;
4. Relieve employees from duty because of lack of work, budget constraints, or other legitimate reasons;
5. Maintain the efficiency of the Employer's operations;
6. Determine the methods, means, and personnel by which the Employer operates and conducts its business;
7. Develop, amend, and enforce reasonable written policies, procedures, rules, or regulations governing the workplace, including those described in the Employer's personnel policy manual, provided that such policies, procedures, rules, and regulations do not conflict with the provisions of this Agreement, and provided the Union may request to bargain the reasonableness of any amendments to policies, procedures, rules, and regulations impacting the terms and conditions of this Agreement; and
8. Take any reasonable actions necessary in conditions of emergency, regardless of prior commitments, to carry out the duties and mission of the Employer.

Provided, however, that items (1)-(8) above shall not conflict with any terms and conditions stated in this Agreement or other supplemental agreements with the Union.

## **6.3 – Notice to the Union of the Exercise of Management Rights**

The Employer shall attempt to provide the Union with thirty (30) calendar days' notice of the exercise of any management right that, in the Employer's opinion, may affect wages, hours, or working conditions. Should thirty (30) calendar days' notice not be operationally feasible, or emergent issues arise, the Employer will provide reasonable notice. The Employer agrees to engage in any impact bargaining over the effects of the exercise of any management right, including the reasonableness of amendments or revisions to its personnel policies impacting the terms and conditions of this Agreement, as required by Washington law and RCW 41.56.

#### **6.4 – Mandatory Collective Bargaining Required**

Except as provided in this Agreement, the Employer may neither alter, amend, nor modify any matters subject to mandatory collective bargaining under RCW 41.56 (*i.e.* wages, hours, and working conditions) during the term of this Agreement without first bargaining with the Union.

#### **6.5 – Court Personnel Governed by General Rule 29(f)**

Pursuant to the requirements of Washington's General Rule 29(f), the parties to this Agreement recognize the Presiding Judge of Black Diamond Municipal Court is delegated the exclusive authority over any and all court personnel covered by this Agreement with respect to working conditions, hiring, discipline, and termination decisions, but excluding wages or benefits directly related to wages (collectively, "non-wage related working conditions"). In accordance with GR 29(f), the classification of Court Clerk covered by this Agreement reports directly to the Presiding Judge. Any Article or subsection of this Agreement pertaining to non-wage related working conditions of the Court Clerk, or any other court personnel later covered by this Agreement, shall be imputed to the Presiding Judge, regardless if the language of this Agreement refers to "Employer," or "City," or "Mayor." The parties also recognize that the judicial and administrative duties set forth in GR 29(f) rest exclusively with the Presiding Judge and cannot, by operation of law, be delegated to either the legislative or executive branches of the City's government. In the event any Article or subsection of this Agreement violates GR 29(f) or abridges the Presiding Judge's responsibilities under GR 29(f), that Article or subsection shall be invalidated.

## **ARTICLE 7 – HOURS OF WORK**

#### **7.1 – FLSA Work Week**

For all non-exempt employees, the designated work week shall consist of forty (40) hours within a consecutive seven (7) day period. The work week shall begin at 12:00 a.m. Monday and end at 11:59 p.m. on Sunday, unless otherwise specified.

#### **7.2 – Work Schedule for Non-Exempt Employees**

The work week for non-exempt regular full-time employees shall normally be comprised of eight (8) consecutive hours of work, totaling forty (40) hours per work week (a "5/8" schedule). However, the Employer may assign employees to a work schedule different from the 5/8 schedule in order to meet business and customer service needs. In the event of a deviation from the 5/8 schedule, the Employer will provide affected employees with ten (10) working days' notice, except by mutual agreement. Part-time employees will work a schedule as set by their supervisor, based on the business and operational needs of the City. In the event of a deviation from a part-time employee's regular schedule, the Employer will provide affected part-time employees with ten (10) working days' notice, except by mutual agreement. The notice requirements do not apply to part-time employees hired to work a flexible work schedule or hired into a floater position. Absent mutual agreement, employees will be provided at least two (2) consecutive days off per work week and will not be required to work

split shifts. Nothing in this Article prevents the Employer from changing work schedules in response to emergency situations.

- a. **Meal Period** – Employees are provided with a thirty (30) minute unpaid meal period per regular work shift, to be taken as close to the middle half of each regular work shift as reasonably possible, in no event taken no less than two (2) hours and no more than five (5) hours from the beginning of a work shift. If an employee is required by the Employer to remain on duty during a meal period, the employee shall be paid for the meal period.
- b. **Rest Periods** – Employees are provided with two (2) fifteen (15) minute paid rest breaks per regular working shift, to be taken approximately midway in each half of the regular work shift. An employee required to work beyond ten (10) consecutive hours in any one day shall be provided another fifteen (15) minute rest period after the ten (10) hour threshold. Rest periods shall be scheduled to avoid interfering with the Employer's operations and service, provided employees are not required to work more than three (3) hours without a rest break.

## **ARTICLE 8 – SENIORITY**

### **8.1 – Definition of Seniority**

- c. Seniority within the Employer—the length of continuous employment of a regular full-time employee, regular part-time employee, or promotional probationary employee with the Employer. Seniority within the Employer shall begin on the date of hire.
- d. Seniority within a Classification—the length of continuous employment of a regular full-time employee, regular part-time employee, or promotional probationary employee within a particular job classification. Seniority within a classification shall begin on the date of transfer to a new classification.

### **8.2 – Employee Classifications**

- a. **Regular Full-Time, Regular Part-Time, and Promotional Probationary Employees** – Seniority applies to regular full-time, regular part-time, and promotional probationary employees. Regular part-time employees earn seniority based on a pro-rated percentage of regular full-time employees (for example, a 0.5 regular part-time employee working 20 hours per week will earn 0.5 service credits per month).
- b. **Initial Probationary Employees** – Initial probationary employees shall not have seniority during the initial probationary period of employment. Upon completion of the initial probationary period of employment, an employee's most recent date of hire with the Employer shall be the employee's seniority date.

### **8.3 – Breaks in Seniority**

Seniority shall be broken by resignation, discharge supported by just cause, retirement, layoff of more than twelve (12) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff. A break in seniority results in a loss of seniority.

## **ARTICLE 9 – OVERTIME AND CALL-BACK**

### **9.1 Overtime Eligibility and Requirements**

Overtime is provided only to employees who are not exempt from coverage under state and federal wage and hour laws. As a condition of employment, overtime may be required when determined by the Employer. Overtime must be authorized in writing by the Employer before any overtime hours are worked.

### **9.2 – Overtime Hours**

Overtime is defined as hours worked in excess of forty (40) hours in a work week. Hours worked in a work week exclude periods of paid leave, including holidays, vacation, sick leave, and all other forms of paid leave.

### **9.3 – Overtime Compensation**

Overtime is paid at a rate of one and one-half (1.5) times an employee's regular rate of pay.

### **9.4 – Call-Back**

Employees of the Public Works bargaining unit may be called back to work outside of regular working hours. Only designated employees will be subject to mandatory call-back, in accordance with the stand-by provisions of Article 9.5 below and the Employer's stand-by/on-call policy.

### **9.5 – Stand-By "On-Call" (Applicable to Public Works)**

Employees of the Public Works bargaining unit placed on stand-by receive one (1) hour of pay at their regular rate for each eight (8) hour stand-by shift. All other terms are stated in the Employer's stand-by/on-call policy. The Employer agrees to notify the Union of any proposed changes to the stand-by policy impacting wages, hours, or working conditions. Solely for purposes of this section, the parties agree that employees of the Public Works Division, including supervisors, who are not members of the bargaining unit may be assigned to stand-by shifts and any associated on-call/call-back work.

### **9.6 – Compensatory Time**

With the approval and at the discretion of the Employer, non-exempt employees may request to accrue compensatory time in lieu of overtime pay. In such cases, compensatory time shall accrue at the rate of one and one-half (1.5) hours for each overtime hour worked. Compensatory time is intended as a benefit to employees. Under no circumstances shall an employee be required to accept compensatory time instead of overtime pay.

- a. **Scheduling Compensatory Time Off** - Employees must request to use compensatory time in advance with the Employer. Employees who request compensatory time off shall be permitted to use such time with a reasonable period after making a request, provided the use of compensatory time off does not unduly impact the Employer's operations. The Employer reserves the right to control the scheduling of compensatory time off to ensure operational and departmental needs are met.
- b. **Maximum Accrual** - The maximum accrual of compensatory time is forty (40) hours. Employees who have reached the maximum accrual will receive pay for additional hours worked at applicable overtime or straight time rates.
- c. **Cash-Out** – Compensatory time not used by November 30, or scheduled by November 30 for use before the end of the calendar year, will be cashed out in the first regular payday following November 30. Compensatory time will also be cashed out for employees who separate, voluntarily or involuntarily, from the Employer. All cash outs will be paid at employees' straight time rates.

## **ARTICLE 10 – HOLIDAYS**

### **10.1 – Recognized Holidays**

The following holidays are recognized by the Employer for all regular full-time, regular part-time, and initial/promotional probationary employees of the bargaining unit:

New Year's Day	January 1
Dr. Martin Luther King Jr. Day	3 <sup>rd</sup> Monday of January
President's Day	3 <sup>rd</sup> Monday of February
Memorial Day	4 <sup>th</sup> Monday of May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday of September
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday of November
Day After Thanksgiving	4 <sup>th</sup> Friday of November
Christmas Day	December 25
Floating Holiday (1)	Discretionary

Holidays begin at 12:01 a.m. and end at 12:00 p.m. on the designated date.

### **10.2 – Holidays During Paid Leave**

Holidays occurring during employees' absence on paid vacation or paid sick leave shall not be considered part of the vacation or sick leave expended.

### **10.3 – Holiday Pay for Non-Exempt Employees**

Non-exempt regular full-time employees, including initial/promotional probationary employees, not required to work on a holiday are paid their regular rate of pay for the holiday. Non-exempt regular full-time employees, including initial/promotional probationary employees, required to work on a holiday may choose one of two options:

1. The employee may take the next convenient regular work day off, or if less than a full day was actually worked on a holiday, the applicable number of holiday hours worked, if within the same work week. The determination of “convenient” shall be mutually agreed upon by the Employer and affected employee.
2. The employee may be paid at the rate of two (2) times their regular rate of pay for those hours worked falling on a holiday.

Non-exempt regular part-time employees, including initial/promotional probationary employees, will receive a pro-rated portion of holiday pay based on works worked by regular full-time employees. Non-exempt regular part-time employees, including initial/promotional probationary employees, are only eligible to receive holiday pay for holidays falling on days the employees were regularly scheduled to work.

### **10.4 – Holidays on Saturday and Sunday**

Any holiday falling on a Saturday will be celebrated on the preceding Friday. Any holiday falling on a Sunday will be celebrated on the following Monday.

### **10.5 – Floating Holiday**

Regular full-time, regular part-time, and promotional probationary employees who have been employed by the Employer for at least one (1) year may select one (1) floating holiday each calendar year, subject to approval of the Employer. Dates requested by Employees will be approved based on the following criteria:

1. An employee gives at least seven (7) days advance notice to the Employer, unless mutually agreed otherwise.
2. The particular day selected by an employee does not prevent the Employer from providing continued public service or otherwise unduly impact Employer operations.
3. The floating holidays must be taken each calendar year. Floating holidays do not rollover from year to year. At the discretion of the Employer, when an employee has reasonably made requests to use a floating holiday, and those requests have been denied, the floating holiday may be carried over to the earliest convenient date in the next calendar year. The determination of “convenient” shall be mutually agreed upon by the Employer and the affected employee.

4. Regular part-time employees, including promotional probationary employees who work on a part-time basis, will receive a pro-rated portion of floating holiday hours based on works worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week earns one-half (0.5) floating holiday per calendar year).

## **ARTICLE 11 – VACATION LEAVE**

### **11.1 – Vacation Accrual**

Regular full-time employees of the bargaining unit, including initial/promotional probationary employees, earn vacation leave as follows:

<b>Year of Employment</b>	<b>Vacation Hours Earned Per Year</b>
0-5 years	12 vacation days per year (8 hours per month) (1 day per month)
6-9 years	15 vacation days per year (10 hours per month) (1.25 days per month)
10-15 years	18 vacation days per year (12 hours per month) (1.5 days per month)
16-19 years	21 vacation days per year (14 hours per month) (1.75 days per month)
20+ years	24 vacation days per year (16 hours per month) (2 days per month)

Regular part-time employees of the bargaining unit, including initial/promotional probationary employees, earn a pro-rated portion of vacation leave based on hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week, with 0-5 years of seniority, shall earn six (6) vacation days per year).

Vacation time is accrued from the date of hire, but cannot be used by initial probationary employees until the successful completion of the seventh (7<sup>th</sup>) month of the initial probationary period. If an initial probationary employee separates employment from the Employer (for any reason) prior to completion of the initial probationary period of employment, the cash out of vacation leave shall be granted if the employee separates in good standing (as determined by the Employer).

Vacation leave may not be used in the month it is earned.

### **11.2 – Vacation Carry-Over**

Employees may only carry-over accrued vacation leave from calendar year to calendar year in the amounts set forth below. Once an employee reaches the applicable threshold, the employee shall not accrue any additional vacation leave unless approved by the Employer.

0-5 years	144 hours maximum
6-9 years	180 hours maximum
10-15 years	216 hours maximum
16-19 years	252 hours maximum
20+ years	288 hours maximum

The allowed carry-over of vacation leave for eligible regular part-time employees is based on a pro-rated portion based on the hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week, with 0-5 years of seniority, shall be permitted to carry over a maximum of 72 hours per calendar year).

### **11.3 – Vacation Requests**

The Employer retains the right to approve and deny vacation requests, provided that vacation requests may not be unreasonably denied. Vacation days may not be taken without prior approval from the Employer. Employees are responsible for planning their annual vacation leave and submitting vacation requests to the Employer well in advance of the leave requested so that disruption to the Employer's operations is minimized. Vacation requests shall be submitted in writing to an employee's immediate supervisor. If an immediate supervisor is unavailable, the request shall be submitted to the Public Works Director (for Public Works bargaining unit employees) or the City Clerk/Human Resources Director (for Admin. Support bargaining unit employees). Vacation requests shall normally be approved or denied within five (5) working days of their submission, although employees may request expedited processing if warranted by the circumstances. In the event of a bona fide staffing emergency, the Employer retains the right to cancel scheduled vacations. Vacation may be taken in increments of one-half (0.5) hour.

## **ARTICLE 12 – SICK LEAVE**

### **12.1 – Sick Leave Accrual**

Regular full-time employees of the bargaining unit, including initial/promotional probationary employees, earn paid sick leave at the rate of eight (8) hours per month. Paid sick leave is accrued from the date of hire. Absent exigent circumstances, approved by the Employer in advance, initial probationary employees may not use accrued paid sick leave until the ninetieth (90) calendar day after the commencement of employment.

Regular part-time employees of the bargaining unit, including initial/promotional probationary employees, earn a pro-rated portion of paid sick leave based on hours worked by regular full-

time employees (for example, a regular 0.5 part-time employee working twenty (20) hours weekly earns four (4) hours of paid sick leave per month).

Sick leave that is accrued, but unused, in a calendar year shall be accumulated for subsequent calendar years, up to a maximum annual carry-over of one thousand and forty hours (1,040). Employees granted paid sick leave continue to accrue paid sick leave while on paid sick leave.

### **12.2 – Permitted Use of Sick Leave**

Paid sick leave is a conditional benefit based on qualifying medical conditions or circumstances. Employees may use paid sick leave for the following situations:

1. The employee's own health condition (illness, injury, physical or mental disability, or any period of temporary disability resulting from pregnancy or childbirth).
2. The employee's forced quarantine in accordance with community health requirements.
3. The employee's medical or dental appointments, or those of the employee's immediate family, provided the employee makes a reasonable effort to schedule the appointments at times minimizing a disruption of the Employer.
4. As an extension of bereavement leave, in accordance with the terms of this Agreement governing bereavement leave.
5. Illness of a member of the employee's immediate family which requires the employee to provide care for the immediate family member.
6. The lawful use of a prescription drug which impairs the employee's job performance or safety.
7. Attendance at appointments as part of any Employee Assistance Program (EAP) offered by the Employer.
8. When the Employer has been closed by order of a public health official for any health-related reason, or when an employee's child's school or place of care has been closed for any health-related reason.
9. Any absence that qualifies for leave under Washington's domestic violence, sexual assault, and stalking statute, RCW 49.76.
10. Any other situation where sick leave is required by applicable law or legal authority.

For purposes of this section, "immediate family" includes spouse, domestic partner, children, stepchildren, foster children, siblings, grandparents, parents of the employee or the employee's spouse, grandchildren, and any other familial inhabitant of the employee's household.

### 12.3 – Sick Leave Procedure

1. Sick leave may not be taken without prior approval from the Employer. To request sick leave, an employee shall inform the Employer as soon as possible and indicate the reason for the sick leave.
2. Sick leave may be used once it is earned. Sick leave is deemed “earned” when reported on end-of-month payroll statements.
3. For absences in excess of three (3) consecutive sick days the Employer may require the employee to obtain a doctor’s statement verifying the necessity for use of sick leave. Any employee requested to provide a doctor’s statement or other medical verification in connection with the use of sick leave may be excused if the employee can establish an “unreasonable burden or expense,” as that phrase is interpreted by Washington law, that cannot be mitigated by the City.
4. The Employer may, at its discretion, require that an employee be evaluated by an independent doctor, specified by the Employer, and at the Employer’s expense, to determine whether the employee is able to perform the essential functions of their job, to determine any functional limitations the employee’s condition may impose on his/her job duties, and to assist in evaluating the employee’s return to work options and any reasonable accommodation.
5. Prior to returning to work, the Employer may require a written release from an employee’s doctor certifying the employee’s fitness to return to duty.
6. Employees who fail to provide proper notice, obtain a doctor’s statement when requested, or who otherwise violate this section may be denied paid sick leave and/or may be subject to disciplinary action unless otherwise prohibited by Washington law.

### 12.4 – Sick Leave Donation

Employees are permitted to donate a portion of their accumulated paid sick leave to other employees in accordance with the terms and conditions stated in the Employer’s personnel policy manual.

### 12.5 – Sick Leave Cash-Out

Upon separation of employment in good standing (as determined by the Employer), regular full-time, regular part-time, and promotional probationary employees may receive compensation for accrued, but unused, paid sick leave based on the following formula:

End of probationary period of employment through Year 1	0% cash-out
Year 1 through Year 5	10% cash-out
Year 6 through Year 12	20% cash-out
Year 13 through Year 20	30% cash-out

Year 21 through Year 24	40% cash-out
Year 25 and over	50% cash-out

Sick leave cash-outs shall be based on 100% of the value of each sick leave hour, up to the maximum cash-out percentages listed above. For example, an employee who separates from the City with seven (7) years of completed service is entitled to a 20% cash-out. Assuming the employee has 100 hours of accumulated sick leave, the employee would receive 20% of the total hours (20 hours) cashed-out at 100% of their value. The remaining sick leave hours are surrendered.

## **ARTICLE 13 – OTHER LEAVE**

### **13.1 – Paid and Unpaid Leave Required by State or Federal Law**

The Employer provides employees with family and medical leave, pregnancy disability leave, military leave, and other paid and unpaid leave required by state and federal law, including:

- a. Family and Medical Leave (29 USC § 2601 et seq. and RCW 49.78).
- b. Family Care Act Leave (RCW 49.12.265).
- c. Pregnancy Disability Leave (RCW 49.60).
- d. Leave for Victims of Domestic Violence, Sexual Assault, and Stalking (RCW 49.76).
- e. Leave for Spouses of Deployed Military Personnel (RCW 49.77).
- f. Leave for Certain Emergency Services Personnel (RCW 49.12.460).

Leave eligibility, benefits, and requirements are determined by applicable state or federal law and will be administered according to the Employer's personnel policies manual. In the event the Employer's personnel policies manual conflicts with state or federal law, then the minimum requirements of the law shall apply.

### **13.2 – Bereavement Leave**

Regular full-time, regular part-time, and initial/promotional probationary employees are entitled to up to five (5) days of paid bereavement leave for the death of an immediate family member. The specific length of paid bereavement leave shall be determined by the Employer.

For purposes of this section, "immediate family" includes spouse, domestic partner, children, stepchildren, foster children, siblings, grandparents, parents of the employee or the employee's spouse, grandchildren, and any other familial inhabitant of the employee's household.

For regular full-time and regular part-time employees, including promotional probationary employees but excluding initial probationary employees, any additional bereavement leave

needed by an employee may be deducted from any accrued paid time off, including paid vacation leave and paid sick leave, if available. Paid bereavement leave, or other paid leave taken as additional bereavement leave, must be taken within thirty (30) days of the date of death of an immediate family member.

### **13.3 – Unpaid Religious Leave**

Pursuant to RCW 1.16.050(3), an employee is entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Leave will be provided in accordance with Washington law and the Employer's personnel policies manual. In the event the Employer's personnel policies manual conflicts with Washington law, then the minimum requirements of the law shall apply.

### **13.4 – Jury Duty**

Employees are entitled to leave for jury duty service as required by law. Regular full-time and regular part-time employees, including initial/promotional probationary employees, shall be paid their straight time rate of pay for all hours of jury duty occurring during their regular working hours, provided they comply with the following conditions:

1. The employee remits to the Employer all compensation received for jury duty service (excluding travel or other reimbursable expenses).
2. The employee provides his/her jury duty summons to the Employer as soon as possible after it is received. Upon completion of jury duty service, the employee must also provide the Employer with proof of jury service.
3. The employee reports back to work on each day that they are released from jury duty during their regular working hours.

All employees of the bargaining unit receive leave if subpoenaed to testify in a judicial proceeding. The Employer retains the right to treat the leave as unpaid leave, unless the employee is a witness in a lawsuit or legal matter involving the Employer.

### **13.5 – Other Leaves of Absence**

The Employer retains the right to grant an unpaid leave of absence to employees who require a leave of absence not covered by any other type of leave and who have exhausted all available leave banks. The decision to grant unpaid leave is determined by the Employer on a case-by-case basis. The terms of conditions of an unpaid leaves of absence are set by the Employer's personnel policies manual.

## **ARTICLE 14 – HEALTH AND WELFARE BENEFITS**

### **14.1 – Eligibility for Insurance Benefits**

Regular full-time employees, including promotional probationary employees who are employed on a full-time basis, are eligible for enrollment in the Employer's health insurance plans. Regular part-time employees working more than thirty (30) hours per week are also eligible for enrollment in the Employer's health insurance plans. Initial probationary employees are eligible for enrollment in the Employer's health insurance plans in the first full calendar month following the month of hire.

### **14.2 – Health Insurance Benefits**

The Employer offers health insurance to eligible employees, their spouses, and their dependents through the Association of Washington Cities (AWC). The Employer offers the choice of two health plans: (1) AWC HealthFirst 250 and (2) AWC Kaiser \$200 Deductible. The Employer shall pay 100% of the premium for eligible employees and 75% of the premium for spouses and dependents. Eligible employees are responsible for payment of 25% of the premium for spouses and dependents. The terms and conditions of enrollment and coverage are stated in the Employer's personnel policies manual and/or AWC's enrollment materials. The Employer reserves the right to make changes to both the insurance carrier and the specific health insurance plans offered to employees, but will bargain the impacts of any such changes.

The Union agrees to make a good-faith effort to promote AWC's WellCity premium discount and encourage employees to participate.

### **14.3 – Dental Insurance Benefits**

The Employer offers dental insurance through Delta Dental. The Employer pays 100% of the cost of premiums. The Employer reserves the right to change dental insurance carriers and plans assuming benefit levels are not substantially altered.

### **14.4 – Employee Assistance Program**

The health insurance plan selected by employees may offer a voluntary Employee Assistance Program (EAP). The program, if available through the health insurance plan, offers voluntary professional and confidential counseling and assistance to employees whose job performance, health, or well-being are adversely affected by personal reasons. Employees who seek such counseling and assistance may elect to use accrued paid sick or vacation leave for time spent during working hours.

### **14.5 – Industrial Insurance**

Industrial insurance during regular working hours shall be provided in accordance with Washington law.

#### **14.6 – Life Insurance**

The Employer provides life insurance through Standard Life and Accident Insurance Company. The Employer pays 100% of the cost of premiums and provides coverage in the amount of \$20,000 per employee and a limited option of up to \$1,000 per spouse/child. The Employer reserves the right to change life insurance carriers and plans assuming benefit levels are not substantially altered.

#### **14.7 – Long-Term Disability Insurance**

The Employer provides long-term disability insurance through Standard Life and Accident Insurance Company. The Employer pays 100% of the cost of premiums. The Employer reserves the right to change life insurance carriers and plans assuming benefit levels are not substantially altered.

#### **14.8 – Paid Family and Medical Leave (RCW 50A.04)**

Effective January 1, 2020, employees have access to family leave and medical leave insurance based upon the requirements of Washington law, RCW 50A.04. Beginning January 1, 2019, employees will pay 100% of premiums, both the family leave and medical leave premiums, by way of a payroll deduction. Should the Employer grow in size beyond 50 employees, it will then begin paying 55% of the medical leave premium.

#### **14.9 –Vision and Orthodontia Coverage**

In conjunction with its health insurance plans, AWC offers optional enrollment in vision and orthodontia coverage. The current plan offerings are Vision Service Plan – Full Family (\$25 deductible) and Orthodontia – Plan V. Both plans require 100% participation by the bargaining unit. The bargaining unit, as a whole, may elect to enroll in these plans at their sole expense.

#### **14.10 – Benefits During Leaves of Absence**

Unless otherwise required by law, employees on unpaid leaves of absence do not receive or accrue employee benefits. Eligible employees may, however, elect at their sole expense to continue their health insurance coverage at regular rates.

### **ARTICLE 15 – WAGES**

#### **15.1 – Classifications, Wages, and Salary Schedule**

Wages, steps, and ranges for all employee classifications in the bargaining unit are listed in Appendix A to this Agreement.

#### **15.2 – Step Dates**

Regular full-time, regular part-time, and promotional probationary employees shall have their wages increased to the next step on their step-increase eligibility date, upon a satisfactory performance evaluation, and subject to the availability of funding in their department. For all employees hired on or before June 1, 2015, the step-increase eligibility date is the first day of

the month of hire. For all employees after June 1, 2015, including all future employees, the step-increase eligibility date is the first day of the month of hire if hired from the 1<sup>st</sup> through the 15<sup>th</sup> of the month, or the first day of the month following the month of hire if hired from the 16<sup>th</sup> through the 31<sup>st</sup> of the month.

### **15.3 – Higher Education Premium**

Regular full-time, regular part-time, and initial/promotional probationary employees are eligible for the following higher education premiums added to their regular rate of pay:

- **Associate Degree (2 year degree)** 2.0%
- **Bachelor Degree (4 year degree)** 4.0%
- **Masters, Professional, or PhD** 6.0%

Premiums for multiple degrees do not compound. Each employee eligible for a higher education premium must present a copy of his/her degree to the Employer. A copy of the degree will be included in the employee's personnel records. The Employer will review each degree to determine whether the degree qualified for a higher education premium. The Employer may verify the legitimacy of any degree presented by an employee.

### **15.4 – Certification Premium (Applicable to Public Works)**

In lieu of a higher education premium provided by Section 15.3 of this Article, regular full-time, regular part-time, and initial/promotional probationary employees of the Public Works bargaining unit are eligible for certification premiums added to their regular rate of pay. Employees receiving certification premiums shall receive a premium of thirty-five dollars (\$35) per month per eligible certification, to a maximum of one-hundred and forty (\$140) dollars per month.

Certifications held by an employee are eligible for certification premiums only if they exceed the minimum qualifications of the classification held by the employee and provide a benefit to the Employer. In making these determinations, the Employer will review the employee's job description and consider input provided by the employee, the employee's immediate supervisor, and the Public Works Director. If an employee's request for a certification premium is denied, the employee may appeal to the Mayor for a final determination. Admin. Support bargaining unit employees are not eligible for certification premiums.

Certifications eligible for premium pay may include, but are not necessarily limited to, the following:

- CDL Class A or Class B
- CDL Endorsement for Hazardous Waste
- CDL Endorsement for Tanker
- Water Distribution Specialist (Trainee, I, and II)
- Water Distribution Manager (I, II, III, and IV)

- Waste Water Collection Specialist (I and II)
- Cross Connections Control Specialist
- Water Treatment Plant Operator (I and II)
- Septic System Inspector
- Backflow Prevention Assembly
- Asbestos Pipe
- Traffic Signal Technician
- Roadway Lighting Specialist
- Playgrounds
- Associate Signs & Markings Specialist (I, II, and III)

Any employee seeking certification is personally responsible for initial certification costs. Prior to incurring such costs, an employee should formally receive a determination from the Employer that the certification will qualify for a premium. If an employee is required to attend classes in order to obtain an eligible premium, the employee may request release time (unpaid unless the employee elects to use paid vacation or compensatory time off) or a modified work schedule. The Employer will accommodate requests for release time or a modified work schedule when operationally feasible. Once an employee has received an eligible certification, the Employer shall pay for all subsequent renewal fees. Payment for eligible certifications will become effective at the beginning of the next pay period and will not be paid retroactively. If an employee is promoted or transferred into a new classification, and a certification previously eligible for premium pay becomes a minimum qualification of the new classification, then the premium pay for that certification shall cease.

Multiple certifications held within the same series (*i.e.* CDL Class A and B) only qualify for one premium. Each employee eligible for a certification premium must present a copy of their certification to the Employer, to be included in the employee's personnel file. The Employer may verify the legitimacy of any certification presented by an employee.

#### **15.5 – Pension Contribution**

The Employer shall make pension contributions to Washington's Public Employees' Retirement System (PERS) for each eligible employee, based on the terms and conditions imposed by Washington law. Participating employees shall pay any required amounts towards contribution costs by means of a payroll deduction.

#### **15.6 – Deferred Compensation Contribution**

The Employer participates in the Washington State Deferred Compensation Program. Regular full-time, regular part-time, and initial/promotional probationary employees may voluntarily participate as an avenue to save for retirement. Each calendar year, the Employer shall determine the amount it will contribute as part of a matching program. As of the signed date of this Agreement, the Employer provides up to a \$25.00 per month matching contribution, although this amount is subject to upward or downward adjustment. Participation in the

Washington State Deferred Compensation Program and the Employer's matching program shall be regulated by Washington and guidance from the Internal Revenue Service.

## **ARTICLE 16 – DISCIPLINE AND SEPARATION**

### **16.1 – In General**

All employees of the bargaining unit are expected to comply with the Employer's policies governing anti-harassment, anti-discrimination, and the code of conduct. All discipline and discharge actions for regular full-time, regular part-time, and promotional probationary employees shall be for "just cause." The Employer retains the right to discipline and initial probationary employees as "at will" employees, with or without cause, and without recourse to the grievance procedure stated in this Agreement.

### **16.2 – Disciplinary Steps**

Disciplinary action may include the following:

- a. Verbal warning.
- b. Written reprimand.
- c. Reassignment resulting in adverse economic impact.
- d. Suspension without pay.
- e. Permanent or temporary demotion.
- f. Discharge.

Progressive discipline is generally preferred, but not required. The Employer may tailor discipline to respond to the nature and severity of the offense and the employee's prior disciplinary record. The steps of the discipline structure will usually be sequential unless the gravity of an offense, or other extenuating circumstances, justify a more severe response.

### **16.3 – Verbal Warnings and Written Reprimands**

- a. **Verbal warning** – The Employer may issue a verbal warning at any time for cause. A verbal warning shall carry no additional penalty. The Employer may record having issued a verbal warning. If the Employer records the instance of a verbal warning, then the record shall reflect the nature and date of the offense, the date of the verbal warning, and the substance of the warning.
- b. **Written reprimand** – The Employer may issue a written reprimand at any time for cause. A written reprimand must state the nature and date of the offense, describe the expected employee behavior, and cite the authority (Employer authority, professional expectations, or the law) for the expected employee behavior. A written reprimand shall carry no additional penalty.
- c. **Grievance procedure** – Verbal warnings are not subject to the grievance procedure. Written reprimands may be grieved through Step 2 of the grievance procedure. If the

Union has grieved a written reprimand through Step 2 of the grievance procedure and the Employer later relies on the written reprimand for purposes of imposing a higher level of discipline, then the Union shall have the opportunity at grievance arbitration to contest the merits of the written reprimand alongside the higher level of discipline.

#### **16.4 – Discipline Procedure Other Than Verbal Warning or Written Reprimand**

- a. **Notice of Intent to Discipline** – If the Employer intends to impose discipline other than a verbal warning or written reprimand, the Employer shall inform the employee in writing. The written notice shall describe the event or conduct to enable the employee to understand the general nature of the concern or allegations. The Employer may provide written notice either before or after conducting a preliminary investigation.
- b. **Pre-Disciplinary Meeting** – Upon at least twenty-four (24) hours written notice to both the employee and the Union, the Employer may call a pre-disciplinary meeting at which the Employer will state its concerns or allegations, modified by what it has learned to date through any investigation or otherwise, and provide the employee an opportunity to respond. The employee may elect to attend the pre-disciplinary meeting accompanied by a Union representative.
- c. **Disciplinary Decision** – No sooner than the day following the close of a pre-disciplinary meeting, but no later than twenty-one (21) working days after the close of a pre-disciplinary meeting, the Employer shall inform the employee and the Union in writing of the Employer's decision.

#### **16.5 – Employer Investigations**

- d. **Duty to Cooperate** – Employees have an obligation to cooperate with any investigation conducted by the Employer. Failure to do so will be considered insubordination and will be grounds for discipline.
- e. **Union Representation** – If the Employer elects to conduct a disciplinary investigation, an employee is entitled, at his/her request, to have Union representation during any investigatory interview conducted by the Employer that the employee reasonably believes may result in his/her discipline or discharge. During such an investigatory interview, a participating Union representative will be given the opportunity to ask questions, offer additional information, and counsel the employee, but may not obstruct the Employer's investigation.
- f. **Administrative Leave** – The Employer may, at its discretion, place employees on paid administrative leave during an investigation. Employees on such paid administrative leave must remain available during their normal hours of work and are not permitted to accept outside employment. Placement on paid administrative leave is not subject to the grievance procedure stated in this Agreement.

#### **16.6 – Resignation and Retirement**

Employees are expected to provide a minimum of two weeks' notice of planned resignations or retirements.

#### **16.7 – Right to Inspection of Personnel Files**

An employee, upon written request to the Employer, shall have the right to inspect the entire contents of his/her personnel file. The inspection shall take place on the Employer's premises at a date and time mutually agreeable to the Employer and employee.

#### **16.8 – Removal of Disciplinary Records**

Employees may request, in writing, the removal of disciplinary records from their personnel files in accordance with the following terms and conditions:

- a. Verbal Warning – Written records of a verbal warning may be removed after twelve (12) months without a reoccurrence of the same or similar conduct giving rise to the verbal warning.
- b. Written Reprimand – Written reprimands may be removed after twelve (12) months without a reoccurrence of the same or similar conduct giving rise to the written reprimand.
- c. Suspensions – Suspensions may be removed after thirty-six (36) months without a reoccurrence of the same or similar conduct giving rise to the written reprimand.

When a disciplinary record is removed from an employee's personnel file, it shall not be considered for purposes of progressive discipline, but may be introduced as evidence by either the Employer or the Union during grievance arbitration. Records of disciplinary action removed from personnel files in accordance with this Article shall be kept by the City as required by Washington state records retention laws and the Employer's records retention policies.

### **ARTICLE 17 – GRIEVANCE PROCEDURE**

#### **17.1 – In General**

The Employer and the Union recognize the need for fairness and justice in the adjudication of employee grievances. Employees are encouraged to attempt to resolve complaints through informal discussions with the Employer and any applicable supervisors. An employee presenting an informal grievance shall have the option of being accompanied by a Union representative. If a grievance cannot be resolved informally, the grievance will be settled according to the procedure provided below.

#### **17.2 – Definition of Grievance**

A grievance is a dispute between the Employer and the Union, on the Union's own behalf or on behalf of an employee or group of employees, over an alleged violation, misinterpretation, or misapplication of an express Article, section, term, or provision of this Agreement. Verbal

warnings are not subject to the grievance procedure. Written reprimands may only be grieved pursuant to the terms of Article 16.3(c).

### **17.3 – Election of Remedies**

The Employer and the Union expect the procedures contained in this Agreement, if applicable, to be the sole remedy for grievances. The Employer and the Union also recognize that employees have legal rights independent of this Agreement. If the Union seeks arbitration of a dispute within the procedure established by this Agreement, that election shall be deemed to have waived external remedies to the extent allowed by state and federal law. If an employee or the Union seeks redress or review from any external body, whether administrative or judicial, then whether or not such body accepts the matter for review, the Union and/or the employee shall have elected the external remedy to the exclusion of all rights under this Agreement.

### **17.4 – Time Limits**

To timely initiate the grievance process, a party must file a formal written grievance within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance.

For purposes of this Article, “working day” shall be defined as Monday through Friday, excluding holidays recognized by the Employer. Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day of an applicable time limit.

The day after the event, act, or omission shall be the first day of a timeline under this Article. In the event a time limit under this Article falls on a weekend or holiday, the deadline will be automatically extended to the following working day.

Time limits within the grievance procedure may be waived or extended by the mutual agreement of the parties. If the Union, on behalf of itself or employees, fails to act or respond within the specified time limits, the grievance shall be considered waived. If the Employer fails to respond within the specified time limits, the grievance shall proceed to the next step of the grievance procedure.

### **17.5 – Required Content of Grievance**

A grievance must satisfy the following conditions:

1. Be submitted in writing.
2. Describe the facts giving rise to the grievance with sufficient particularity to permit the Employer to understand the nature of the grievance.
3. Identify the provision(s) of the Agreement allegedly violated.
4. Identify the aggrieved employee(s).

5. Identify the remedy sought.
6. Be signed and dated by the Union representative and/or the affected employee(s).

#### **17.6 – Grievance Procedure**

1. **Step 1** – The grievance procedure shall be initiated by personally serving a grievance upon the Mayor, City Administrator, or the Human Resources Director. The grievance must be served within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance. Thereafter, the immediate supervisor (if applicable, otherwise, the Human Resources Director) shall respond in writing to the Union and the aggrieved employees within ten (10) working days.

**Court Clerk Classification** – The Employer will promptly forward a copy of any Step 1 grievance involving the Court Clerk classification to the Presiding Judge of Black Diamond Municipal Court. If the grievance involves subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall respond to the grievance in accordance with Step 1, above.

2. **Step 2** – If the grievance is not resolved at Step 1, then within ten (10) working days of the Employer's written response in Step 1, a written appeal, signed by the Union and/or the affected employee(s), shall be personally served upon the Mayor, City Administrator, or the Human Resources Director. The Employer, acting through the Mayor, shall thereafter schedule a meeting with the Union and aggrieved employee(s) within fifteen (15) working days from receipt of the written appeal. During the meeting, aggrieved employees have the right to be accompanied by a Union representative. Thereafter, the Mayor shall respond in writing to the Union and the aggrieved employees within ten (10) working days.

**Court Clerk Classification** – The Employer will promptly forward a copy of any Step 2 grievance involving the Court Clerk classification to the Presiding Judge of Black Diamond Municipal Court. If the grievance involves subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall respond to the grievance in accordance with Step 2, above.

3. **Step 3, Arbitration** – If the grievance is not resolved at Step 2, the parties may proceed to final and binding arbitration. Prior to arbitration, the parties may mutually agree to first proceed with mediation, in which case the timelines for arbitration shall be extended to accommodate the mediation process. If the grievance involves the Court Clerk classification and subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall be involved in the arbitration process and may substitute entirely for the Employer, depending on the subject matter involved.

- a. **Notice** – Within twenty (20) working days following receipt of the Employer’s written response in Step 2, the Union shall notify the Employer, in writing, of its intent to proceed with arbitration.
- b. **Arbitrator Selection** – After the Union has provided timely notice of its intent to proceed with arbitration, the parties shall select an impartial arbitrator within thirty (30) working days. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, the parties will request a list of nine (9) impartial arbitrators able to abide by time limitations. The list will be provided by the Public Employment Relations Commission (PERC) or the American Arbitration Association (AAA). In the event the parties cannot agree on the source of an impartial list, then the list shall be provided by PERC. Once a list has been provided, the parties shall flip a coin to determine who will strike the first name, following with subsequent strikes alternating between the parties, until one (1) name remains. The remaining name will serve as the arbitrator.
- c. **Decision, Time Limit** – The arbitrator will meet and hear the matter at the earliest possible date after the selection process. After completion of the hearing, a written decision shall be entered within thirty (30) working days, or as soon as possible thereafter, unless an extension of time is agreed upon by the parties.
- d. **Jurisdiction of Arbitrator** – The grievance submitted to the arbitrator shall be the original written grievance unless the Employer and the Union agree otherwise. Only one (1) grievance may be submitted to the arbitrator at one (1) hearing, unless the Employer and the Union agree otherwise. The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there was a violation of the terms of the Agreement. The arbitrator shall also have the authority to receive evidence, question witnesses, and dictate the orderly procedure of the hearing. The arbitrator shall not have the authority to add to, subtract from, alter, change, or modify the provisions of this Agreement, nor limit or impair any common law right of the Employer or the Union.
- e. **Final Binding Award** – The arbitrator’s written award shall be final and binding upon the parties. In any arbitration alleging a violation of rights protected by this Agreement, the arbitrator’s authority to award monetary damages shall be limited to back pay and related benefits, and shall not include compensatory or punitive damages.
- f. **Costs, Fees, and Expenses** – Each party is responsible for its own costs, fees, and expenses incurred in handling the grievance and presenting its case. The parties agree to equally share in the costs and expenses charged by the arbitrator.

- g. **Challenges to Arbitrability** - Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance shall be resolved in an arbitration proceeding separate from and prior to arbitration on the merits of the grievance. If arbitration is required to determine the procedural arbitrability of a grievance, then the selection of the arbitrator and arbitration procedure shall be based on the steps stated in this section. Within ten (10) working days following receipt of an arbitrator's award ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in Article 17.6(3)(b) to select an arbitrator to rule on the merits of the grievance.

## **ARTICLE 18 – LAYOFF, FURLOUGH, AND RECALL**

### **18.1 – In General**

The Employer retains the right to determine the need for layoffs, furlough days, and the classifications subject to layoff or furlough. In the event of a layoff, initial probationary employees in a classification subject to layoff shall be laid off first. Thereafter, layoffs shall be determined by order of seniority within a classification. Employees who have previously held a lower classification within the bargaining unit shall have the right to return ("bump") to such lower classification if their seniority is greater than the employee in such classification and if they meet the qualifications of the position. Employees shall not accrue seniority while on layoff.

Employees of one bargaining unit (either Public Works or Admin. Support) shall not be permitted to bump into positions in the other bargaining unit.

### **18.2 – Recall from Layoff**

Laid off employees have the right to recall from layoff. Recall shall be based on seniority within a classification. The period of recalling laid off employees shall be limited to twelve (12) months, beginning on the date of the layoff. The Employer retains the right to extend the twelve (12) month period at its discretion. As a mandatory condition of recall, an employee must be qualified to hold the position. It is the responsibility of each laid off employee to provide current contact information with the Employer. Failure of a laid off employee to report for reinstatement within ten (10) days of notification by the Employer shall result in forfeiture of the right to recall. If, during a layoff, an employee is required to maintain a license or certification necessary to remain qualified for his/her former position with the Employer, the Employer shall reimburse the employee for the cost of the license or certification at the time the employee is reinstated to his/her former position.

Employees of one bargaining unit (Public Works or Admin. Support) shall not have recall rights into the other bargaining unit.

## **ARTICLE 19 – BARGAINING UNIT WORK**

### **19.1 – Subcontracting**

As of the effective date of this Agreement, any work currently subcontracted by the City may continue to be subcontracted. All other work of the Union's bargaining unit shall be performed only by employees of the bargaining unit except as otherwise provided in this Agreement or otherwise bargained with the Union to mutual resolution or impasse, as required by Washington law.

### **19.2 – Work Performed by Supervisors/Managers/Directors**

Bargaining unit work performed by supervisors, managers, or directors outside of either bargaining unit on either a temporary basis, or to assist/counsel/train bargaining unit employees, shall not be considered "skimming" or subcontracting.

## **ARTICLE 20 – PERFORMANCE OF DUTIES/NO RIGHT TO STRIKE**

The parties recognize that the Employer provides important public services and has the right to provide such services on an uninterrupted basis. The Union shall not authorize a strike, work stoppage, or slowdown, and the Employer shall not engaged in a lockout during the term of this Agreement. The Union shall take all reasonable means within its power to induce employees engaged in a strike, work stoppage, or slowdown, in violation of this Agreement, to return to work. Every attempt shall be made to settle all disputes or controversies arising under this Agreement under the grievance and arbitration procedures provided herein.

## **ARTICLE 21 – SCOPE AND DURATION OF AGREEMENT**

### **21.1 Term of Agreement**

This Agreement is effective January 1, 2018 and continues through December 31, 2020. If either party desires to negotiate a successor agreement, they shall provide notice to the other party and the parties shall, within a reasonable time frame, set a schedule for contract negotiations. In the event negotiations for a successor agreement have not been completed by the termination date of this Agreement, then the *status quo* shall be maintained to the extent required by Washington law.

### **21.2 Severability**

If any provision of this Agreement, or amendments or addendums thereto, are held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement, amendments, and addendums shall not be affected thereby, and the parties shall immediately enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of the invalid provision.

## **APPENDIX A—WAGE TABLE**

January 1, 2018	2.5% general wage increase.
January 1, 2019	2.5% general wage increase.
January 1, 2020	REOPENER. In the fall of 2019, or at another time mutually agreed by the parties, the parties agree to reopen this Agreement solely for purposes of bargaining 2020 base wages. During reopener negotiations, no position in the bargaining unit will be subject to a decrease in base wages.

Effective January 1, 2018, increase Public Utilities Operator base pay by 4.0% combined with 2.5% general wage increase, for a total of **6.5%** applied to 2018 wages.

Effective January 1, 2018, increase Police Clerk base pay by 9.0% combined with 2.5% general wage increase, for a total of **11.5%** applied to 2018 wages.

Effective January 1, 2019, increase Police Clerk base pay by 2.5% combined with 2.5% general wage increase, for a total of **5.0%** applied to 2019 wages.

Effective January 1, 2018, increase Senior Accountant base pay by 1.0% combined with 2.5% general wage increase, for a total of **3.5%** applied to 2018 wages.

Effective January 1, 2018, increase Court Clerk base pay by 4.0% combined with 2.5% general wage increase, for a total of **6.5%** applied to 2018 wages.

Effective January 1, 2018, increase Utility Worker base pay by 2.5% combined with 2.5% general wage increase, for a total of **5.0%** applied to 2018 wages.

<b>2018 Salary Schedule</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Court Clerk	3,422	3,708	3,993	4,278	4,562
Senior Accountant	4,656	4,982	5,307	5,634	5,958
Senior Accountant (hourly)	26.69	28.03	29.43	30.91	32.45
Administrative Assistant II	3,293	3,569	3,843	4,117	4,391
Information Services Manager	7,136	7,548	7,960	8,371	8,783
Police Clerk (hourly)	16.78	18.41	20.03	21.16	23.27
Facilities Equipment Coordinator	4,611	4,934	5,256	5,579	5,901
Permit Technician	4,611	4,934	5,256	5,579	5,901
Construction Inspector	5,709	6,039	6,368	6,697	7,026
Public Utilities Operator	5,019	5,106	5,207	5,306	5,406
Capital Projects Program Manager	5,489	5,763	6,051	6,353	6,671
Public Works Administrative Asst. 3	4,356	4,575	4,803	5,043	5,296
Utility Worker-Facility/Eq/Utility Worker	3,489	3,826	4,163	4,501	4,860

<b>2019 Salary Schedule</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Court Clerk	3,507	3,801	4,093	4,385	4,677
Senior Accountant	4,773	5,107	5,440	5,774	6,107
Senior Accountant (hourly)	27.36	28.73	30.16	31.68	33.26
Administrative Assistant II	3,376	3,658	3,939	4,220	4,501
Information Services Manager	7,314	7,737	8,159	8,580	9,003
Police Clerk (hourly)	17.62	19.33	21.03	22.22	24.43
Facilities Equipment Coordinator	4,727	5,058	5,388	5,719	6,048
Permit Technician	4,727	5,058	5,388	5,719	6,048
Construction Inspector	5,852	6,190	6,528	6,865	7,202
Public Utilities Operator	5,145	5,233	5,337	5,438	5,541
Capital Projects Program Manager	5,626	5,907	6,202	6,512	6,837
Public Works Administrative Asst. 3	4,465	4,689	4,923	5,169	5,429
Utility Worker-Facility/Eq/Utility Worker	3,576	3,922	4,267	4,614	4,982

Signed this \_\_\_\_ day of December, 2018.

Signed this \_\_\_\_ day of December, 2018.

SIGNED FOR THE CITY OF BLACK DIAMOND

SIGNED FOR TEAMSTERS LOCAL NO. 117  
(Public Works Unit)

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Mayor Carol Benson

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John Searcy, Secretary-Treasurer  
Teamsters Local 117

Signed this \_\_\_\_ day of November, 2018.

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Jason Pittam  
Public Works employee representative

SIGNED FOR THE CITY OF BLACK DIAMOND  
MUNICIPAL COURT UNDER GR 29(f) FOR  
NON-WAGE RELATED ARTICLES APPLICABLE  
TO COURT PERSONNEL COVERED BY THIS  
AGREEMENT

---

Tracey Redd  
Admin. Support employee representative

---

The Honorable Krista White Swain

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT: PUBLIC HEARING</b> <b>Ordinance adopting a Complete Streets Policy</b>	<b>Agenda Date: December 6, 2018 AB18-109</b>	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): --	Public Works – Seth Boettcher	<b>X</b>
Fund Source: --	Court – Stephanie Metcalf	
Timeline: Adoption December 6, 2018		
<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 ; Complete Streets Policy</b>		
<p><b>SUMMARY STATEMENT:</b></p> <p>City staff has drafted a Complete Streets Policy to help form public rights-of-way that are planned, designed, constructed, operated, and maintained in a way to provide comfortable and convenient access and mobility in the right-of-way to users of all ages and abilities, including public and private transportation, freight and commercial vehicle operators, bicyclists, pedestrians, and the mobility impaired.</p> <p>Along with adoption of this Complete Streets Policy, the City would become eligible for funding from the Transportation Improvement Board for Complete Streets projects. A public hearing was held on November 15, 2018.</p> <p>FISCAL NOTE (Finance Department): N/A</p>		
<p><b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b></p> <p>Public Works Committee recommends forwarding to Council for their approval on the consent agenda.</p>		
<p><b>RECOMMENDED ACTION: A motion to adopt Ordinance No. 18-1110, adopting a Complete Streets Policy, providing for severability, and establishing an effective date.</b></p>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
December 6, 2018		

## **ORDINANCE NO. 18-1110**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, ADOPTING COMPLETE STREETS POLICY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the Washington State Department of Transportation, through its Transportation Improvement Board ("TIB"), has established a grant program pursuant to RCW 47.04.320 to fund "complete streets" projects for the purpose of encouraging local governments to adopt urban arterial retrofit street ordinances designed to provide safe access to all users, including motorists, bicyclists, pedestrians, and public transportation users; and

**WHEREAS**, the goals of the TIB grant program for "complete streets" include promoting healthy communities by encouraging walking, bicycling, and using public transportation, and the improvement of safety by designing certain streets to include features such as wider sidewalks, dedicated bicycle facilities, medians, and pedestrian-friendly streetscape features, including trees where appropriate; and

**WHEREAS**, state law requires local governments to adopt a "complete streets ordinance" in order to be eligible to receive TIB grant funding for "complete streets" projects; and

**WHEREAS**, the City of Black Diamond wishes to promote context-sensitive application of "complete streets" principles to future development projects in the City, and to empower the Public Works Director to require the inclusion of complete streets facilities and amenities in accordance with specified criteria and sound engineering principles; and

**WHEREAS**, the City seeks to foster "complete streets" in the form of public rights-of-way that are planned, designed, constructed, operated, and maintained in such a way as to safely and adequately provide comfortable and convenient access and mobility along the public rights-of-way by users of all ages and abilities, and via all modes of public and private transportation, including freight and commercial vehicle operators, bicyclists, pedestrians, and the mobility impaired;

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

**Section 1. Adoption of Complete Streets Policy.** The Complete Streets Policy set forth in Attachment A hereto is hereby approved and adopted by the City.

**Section 2. Codification at BDMC Chapter 12.10.** The Complete Streets Policy set forth in Attachment A hereto shall be codified as Chapter 12.10 of the Black Diamond Municipal Code.

**Section 3. Severability.** Should any section, paragraph, sentence, clause, or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 4. Effective Date.** This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND AT A REGULAR MEETING THEREOF ON THE 6<sup>TH</sup> DAY OF DECEMBER, 2018.**

CITY OF BLACK DIAMOND

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

Attest:

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

Approved as to form:

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

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

ATTACHMENT “A”

**CITY OF BLACK DIAMOND**  
**COMPLETE STREETS POLICY**  
**NOVEMBER 2018**



**PREPARED BY**  
***Public Works Department***  
**CITY OF BLACK DIAMOND**  
**PO BOX 599**  
**BLACK DIAMOND, WA 98010**  
**(360) 886-5700**

# TABLE OF CONTENTS

<b>SECTION 1 – PURPOSE .....</b>	<b>4</b>
<b>SECTION 2 – VISION.....</b>	<b>5</b>
<b>SECTION 3 – CORE COMMITMENT .....</b>	<b>6</b>
<b>SECTION 4 – BEST PRACTICES .....</b>	<b>7</b>
<b>SECTION 5 – CRITERIA .....</b>	<b>9</b>
<b>SECTION 6 – NEXT STEPS.....</b>	<b>10</b>
<b>EXHIBIT A – IMPLEMENTATION PARTNERS.....</b>	<b>12</b>

## DEFINITIONS

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The following words, terms and phrases, when used in this policy, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

### **Complete Streets**

Roads that are designed to be safe and accessible for all Users.

### **Complete Streets Infrastructure**

Design features that contribute to a safe, convenient, or comfortable travel experience for Users, including but not limited to features such as: sidewalks; shared use paths; shared use, vehicle and pedestrian street designations; bicycle lanes; automobile lanes; paved shoulders; street trees and landscaping; planting strips; curbs; accessible curb ramps; bulb outs; crosswalks; refuge islands; pedestrian and traffic signals, including countdown and accessible signals; signage; street furniture; bicycle parking facilities; narrow vehicle lanes; raised medians; and if the City funds a traffic calming program, traffic calming devices such as rotary circles, traffic humps, and surface treatments such as paving blocks, textured asphalt, and concrete.

### **Facilities**

Areas or structures which are built, installed, or established to serve a specific transportation purpose or transportation mode/user.

### **Maintenance Activity**

Ordinary repair designed to keep facilities in safe working condition, such as, but not limited to, mowing, cleaning, sweeping, spot repair, concrete joint repair, pothole filling, and water, sewer, stormwater, or other utility installation or repairs.

### **Multimodal Transportation System**

A single transportation system that appropriately and adequately accommodates two or more modes of transportation.

### **Right-of-Way**

An area, public or private, dedicated for use by pedestrians and vehicles. Right-of-way includes thoroughfares such as streets, highways, bike paths, and walkways, and normally incorporates curbs, lawn strips, street trees, sidewalks, lighting, signage, drainage facilities, street furniture, and similar features.

### **Street**

Any public right of way, including arterials, connectors, alleys, ways, lanes, and roadways by any other designation, as well as bridges, and any other portion of the transportation network that is open for use by the general traveling public.

**Street Project**

The construction, reconstruction, retrofit, improvement, maintenance, alteration, or repair of any street, and includes the planning, design, approval, and implementation processes.

**Users**

Individuals of all ages and abilities, including those with disabilities or mobility impairments, that use streets, including pedestrians, bicyclists, skateboarders, rollerbladers, motorists, emergency responders, freight providers, commercial vehicles, and public transportation riders and drivers.

## SECTION 1 – PURPOSE

---

This Complete Streets policy focuses not just on changing individual roads, but on changing the decision-making process so that all users are routinely considered during the planning, designing, building, and operation of all roadways.

To fulfill this purpose, the City of Black Diamond shall, to the maximum extent practicable, scope, plan, design, construct, operate, and maintain appropriate facilities for the safe accommodation of pedestrians, bicyclists, transit users, motorists, emergency responders, freight, and users of all ages and abilities in all new construction or reconstruction projects of public streets. Through ongoing operations and maintenance, the City of Black Diamond shall identify cost-effective opportunities to include Complete Streets Infrastructure.

The Public Works Director, or his/her designee, will modify, develop and adopt policies, design criteria, standards, and guidelines based upon recognized best practices in street design, construction and operations including, but not limited to, the latest editions of American Association of State Transportation Officials (AASHTO), Institute of Transportation Engineers (ITE), and National Association of City Transportation Officials (NACTO) guidelines and standards, while reflecting the context and character of the surrounding built and natural environment, and enhancing the appearance of such environments.

As feasible, the City of Black Diamond shall incorporate Complete Streets Infrastructure into existing public streets to create a comprehensive, integrated, and connected transportation network that balances access, mobility, health, economy, and safety needs of all Users. The Public Works Director will determine the feasibility and applicability of Complete Streets Infrastructure for public projects and private development in accordance with criteria established in Section 5 of this Policy.

## SECTION 2 – VISION

---

The City of Black Diamond plans, designs, constructs, operates, maintains, and funds complete streets with the intent to safely and adequately provide comfortable and convenient access and mobility upon, along, and across our right-of-ways, trails, and transit systems for users of all ages, abilities, and modes in all new construction and retrofit or reconstruction projects, subject to the exceptions contained herein.

The City of Black Diamond seeks to provide a reliable, aesthetic, efficient, integrated, and intentionally connected multimodal transportation system that promotes health and well-being, quality of life, neighborhood revitalization, economic vitality, and positive environmental impacts by providing essential connections between home, school, work, recreation, and retail destinations regardless of income, race, or ethnicity.

The City of Black Diamond ensures that the multimodal transportation system complements and enhances the surrounding land use and neighborhood character, in an effort to:

- Protect and preserve the environment
- Support vibrant and livable neighborhoods
- Expand the network for safe pedestrian and bicycle access
- Minimize the probability and severity of potential vehicular, bicycle and pedestrian-related collisions by improving the roadway to create a safer and more inviting street environment
- Provide more safe and convenient opportunities for physical fitness that will improve and enhance the health and fitness of residents and visitors
- Make available high quality recreational and multimodal transportation facilities and non-motorized means of transportation to improve quality of life and the local economy

The City of Black Diamond recognizes the importance of health as a significant part of this Complete Streets Policy. When citizens have access to parks, trails, sidewalks, bike lanes, and transit, people are more likely to be physically active. This helps maintain a healthy weight and reduce chronic disease, heart disease, stroke and depression.

The City of Black Diamond seeks to establish a multimodal transportation system for all Users, where practical.

## SECTION 3 – CORE COMMITMENT

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The City of Black Diamond recognizes that all Users of the multimodal transportation system are legitimate and equally deserving of safe facilities to accommodate their travel.

The City of Black Diamond views all transportation improvements and project phases as opportunities to create safer, healthier, and more accessible streets for all Users. These include, but are not limited to, planning, programming, design, right-of-way acquisition, subdivision and land development, new construction, construction engineering, reconstruction, operation, repair, maintenance, and funding identification.

Complete Streets design components shall be incorporated into all publicly and privately funded projects, where practical. All transportation infrastructure and street design projects requiring funding approval by the City of Black Diamond, as well as projects supported by state or federal funding sources, shall adhere to the City of Black Diamond Complete Streets Policy. Private developments and related street design components or corresponding street-related components shall adhere to the Complete Streets principles. In addition, to the extent practical in accordance with Section 5 of this Policy, state-owned roadways will comply with the Complete Streets policy, including the design, construction, and maintenance of such roadways within City limits.

To the maximum extent practical, consistent with the criteria in Section 5, the City of Black Diamond will plan, design, construct, operate, maintain, and identify funding to provide a comprehensive and integrated multimodal transportation system for all Users.

Because freight is important to the regional economy and has unique right-of-way needs to support that role, freight needs to be weighted evenly with other needs on established truck routes within Black Diamond city limits. Complete Streets improvements that are consistent with freight mobility but also support other modes and user needs shall be considered for truck routes.

Nothing in this Policy creates or is intended to create a private right of action by individual citizens or groups of citizens to enforce compliance with the goals and objectives of this Policy. This Policy is a planning tool and framework for implementation by the City, and only the City has authority to implement and enforce the goals and objectives of this Policy.

## SECTION 4 – BEST PRACTICES

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The City of Black Diamond has been implementing Complete Streets practices, where feasible, prior to this policy in street projects and private developments. The City acknowledges that improving transportation and the physical infrastructure of the City will likely help improve the commerce within the City. A comprehensive system of pedestrian walkways and bicycle paths will allow residents to enjoy convenient access to services, open spaces, and parks.

A Complete Streets network also includes green infrastructure in the form of landscaping and amenities to provide shade, create buffers, and promote aesthetically welcoming environments within the public right-of-way while also helping to manage stormwater runoff. Welcoming environments include cultural corridors and other place-making areas that allow optimal use of the public right-of-way for economic development and community revitalization. Public outreach and involvement are essential to identifying the appropriate context and maintaining community support and engagement during and after projects.

The City of Black Diamond will focus on meeting the need, where feasible, for a multimodal transportation system that provides a reliable, aesthetic, efficient, integrated, and intentionally connected network with essential links between home, school, work, recreation, retail, and other potential destinations. Implementation of this policy shall reflect the context and character of the community's overall surroundings, including the natural environment, current and planned buildings and land uses, demographics, street functions, and current and expected transportation needs. Understanding of the surrounding built and natural environments allows roadway design decisions to be more flexible and sensitive to unique situations in different locations within the City, and to better balance economic, social, and environmental objectives. In the future, this may include the integration of public art to help identify unique areas throughout the City and to define the context in which the street exists as identified by community stakeholders.

The Complete Streets Policy shall apply to all City-owned transportation facilities in the public right-of-way (streets, sidewalks, alleys, bridges, etc.) except where such components would not be practical as determined by applying the criteria set forth in Section 5 of this Policy. The City shall encourage privately constructed and owned streets, sidewalks, alleys, and parking lots, which will remain private upon acceptance by the City, to also adhere to this policy through funding requirements and development review, where possible.

The City of Black Diamond recognizes that multi-jurisdictional contributions are necessary for an effective Complete Streets policy and will work cooperatively within all City departments and with the State of Washington, the Federal Highway Administration, the Puget Sound Regional Council, King County, and surrounding counties, cities, school districts, citizens, businesses, interest groups, and neighborhoods. Coordination with partners will be beneficial in improving Black Diamond's street network by contributing to potential improvements such as:

- The identification of enhancement opportunities through maintenance activities
- Filling gaps in the trail network (connectivity)

- Consistent enforcement of sidewalk maintenance (vegetation, snow, etc.)
- Identification and repairing of sidewalk segments that form functional gaps

The City of Black Diamond strives to use the best and latest design guidelines, standards, and recommendations available when considering methods or providing development flexibility within safe design parameters and balanced design solutions between the user and modal needs. A balanced approach considers aspects such as street design and width, desired operating speed, hierarchy of streets, connectivity, wayfinding signs, and signal variation from a human scale for the needs and comforts of all users. The City will generally follow accepted or adopted design standards when implementing improvements intended to fulfill this Complete Streets policy and will consider innovative or non-traditional design options where a comparable level of safety for users is present. Design criteria shall be based on the thoughtful application of engineering, architectural, and urban design principles in addition to prescriptive guidelines. Best practices in policies, design criteria, standards, and guidelines related to street design, construction, and operations can be found in, but are not limited to, the following:

- Guidelines provided by the Institute of Transportation Engineers (ITE)
- Guidelines provided by the National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide
- Guidelines provided by the Washington State Department of Transportation (WSDOT)
- Guidelines provided in the Manual on Uniform Traffic Control Devices (MUTCD)
- Guidelines provided in the ADA Standards for Accessible Design

The application of Complete Streets principles should be periodically evaluated for successes, to determine progress and effectiveness, as well as opportunities for improvement.

## SECTION 5 – CRITERIA

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This Section is to be utilized by the Public Works Director in determining the extent of Complete Street Infrastructure that will be required for a project. The City of Black Diamond is committed to Complete Streets and the application of this Policy will begin at the earliest phase of a project. The Public Works Director will apply the following nonexclusive criteria when determining whether, and to what extent, a project or development is suitable for implementation of Complete Streets Infrastructure:

- When documentation of current and future needs demonstrates that the cost of construction of Complete Streets amenities is disproportionate to the benefit, or when there is a documented absence of use of the street by all except motorized users; or
- When the project or development consists of routine maintenance of the transportation network that does not change the geometry or operations, such as mowing, sweeping, spot repair, surface treatments such as chip sealing, street overlays (including patching and full depth reclamation), or interim measures; or
- When strict application of Complete Streets principles is unnecessary or inappropriate because it would be contrary to public safety; or
- When construction or implementation of Complete Streets Infrastructure would create or would be likely to create significant adverse environmental impacts to streams, wetlands, steep slopes, or other critical areas; or
- When the implementation of Complete Streets Infrastructure would be contrary to the Transportation Element of the Comprehensive Plan; or
- When the cost of Complete Streets Infrastructure for new construction, outside of facilities for vehicles, would exceed the total project cost by more than 20%; or
- When including Complete Streets Infrastructure in a small, isolated project would create a very short section of improvements with problematic transitions on either end or where the amenities would be located in an isolated area unlikely to be followed by similar improvements at either end, resulting in little progress on implementing Complete Streets networks; or
- Where freight on an established truck route would be decreased with the implementation of Complete Streets principles.

In cases where the Public Works Director determines that implementation of Complete Streets Infrastructure will not apply, or will be applied only to a limited extent, he/she shall document the reasoning for the exception based on the criteria above. Any deviation from utilizing components from this Complete Streets Policy shall follow the steps outlined in Section 1.3 “Deviations” in the City’s most recent update of the Engineering Design and Construction Standards.

## SECTION 6 – NEXT STEPS

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The City of Black Diamond views Complete Streets as integral to everyday transportation decision-making practices and processes, and an opportunity to improve streets and networks for all users. To this end, the policy shall be carried out by the Public Works, Community Development, and Economic Development departments. In conjunction with these departments, other relevant departments, agencies, or groups (implementation partners) may submit suggestions to guide and recommend projects that ensure residents have access to trails, playfields, open spaces, and parks.

- The City shall encourage staff professional development and training on non-motorized transportation issues through attending conferences, classes, seminars, webinars, and workshops, when available;
- City staff will identify current and potential future sources of funding for street improvements and recommend improvements to include Complete Streets projects in drafting the yearly update of the Six-Year Transportation Improvement Program;
- The City shall promote inter-departmental project coordination among the City departments with an interest in the activities that occur within the public right-of-way to better use fiscal resources;
- The City shall educate on and enforce proper road use behavior by all users and adopt additional laws and regulations, as necessary, to ensure people are protected to the greatest extent possible.

The implementation of Complete Streets may include coordination among implementation partners (Exhibit A) and consideration of the following potential starting points:

- Incorporate the Complete Streets policy into a future update of the Comprehensive Plan
- Incorporate Complete Streets practices into the City's Engineering Design and Construction Standards
- Incorporate Complete Street practices into a future update of the Parks Plan
- Seek funding support through all identifiable resources (Transportation Improvement Board, King County Community Development Block Grant, Puget Sound Regional Council, WSDOT Safe Routes to School, etc.)
- Distribute the adopted policy to local, state, federal, and other key agencies
- Utilize information from the following sources for implementation guidance:
  - "A Guide to Building Healthy Streets" which provides guidance for communities that are implementing Complete Streets
  - "Active Community Environment Toolkit" designed to provide steps needed to increase successful active community environments, encourage safe and walkable communities, and change policy and the environment in the community

When streets are complete (safe, comfortable, and convenient for all users), people have more opportunities to be active when they travel from place to place or choose to

exercise for recreation. Not only does a Complete Streets policy impact transportation planning, design, maintenance, and funding decisions, it also transforms streets from a public health barrier to a public health asset, enabling greater return on the investment of public funds. This Complete Streets policy will allow the City of Black Diamond to save money, accommodate more people, and create an environment where all users can travel safely and conveniently.

## EXHIBIT A – IMPLEMENTATION PARTNERS

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COMPLETE STREETS IMPLEMENTATION PARTNERS	
Service Area	Participation Areas
Planning	Assess Comprehensive Plan, neighborhood plans, development guidelines, zoning code, other transportation-related plans, etc.
Public Works	Assess/update street standards, guidelines, plans, funding programs, etc.
Police	Assess emergency access needs
Fire	Assess truck fleet needs
Parks	Assess Comprehensive Plan, neighborhood plans, Parks Plan, zoning code, other transportation-related plans, etc.
School Districts	Assess school siting, Safe Routes to School program, develop Safe Routes to School policies, plans and/or programs
Elected Officials	Approve/adopt plans, policies, funding programs, etc.
Community ( <i>Organizations, businesses, residents, etc.</i> )	Provide input on all plans, programs, and policies

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>Resolution adopting the 2018 Stormwater Management Program (SWMP) Plan</b>	<b>Agenda Date: December 6, 2018      AB18-110</b>	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	X
Cost Impact (see also Fiscal Note): \$0	Court – Stephanie Metcalf	
Fund Source: --		
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; 2019 Stormwater Management Program Plan</b>		
<b>SUMMARY STATEMENT:</b> The City is required by the Department of Ecology to update its Stormwater Management Program (SWMP) Plan. This SWMP Plan shows how the City is currently meeting the Department of Ecology's requirements in the National Pollutant Discharge Elimination System (NPDES) Permit, as well as shows future requirements of this Permit. The City held a public hearing on November 15, 2018. One minor change was made to the Plan due to illicit discharge training completed by Public Works staff. No changes were made from public comments. This SWMP Plan is updated annually.		
<b>FISCAL NOTE (Finance Department):</b> N/A		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> Public Works Committee recommends forwarding to Council for their approval on the consent agenda.		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution 18-1285, adopting the Stormwater Management Program (SWMP) 2019 update.</b>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
December 6, 2018		

**RESOLUTION NO. 18-1285**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
ADOPTING THE STORMWATER MANAGEMENT  
PROGRAM (SWMP) PLAN 2019 UPDATE**

**WHEREAS**, City staff prepared the Stormwater Management Program (SWMP) Plan update for 2019; and

**WHEREAS**, the City is required to update the SWMP Plan annually by the Western Washington Phase II National Pollutant Discharge Elimination System (NPDES) Permit issued by the State of Washington Department of Ecology; and

**WHEREAS**, the purpose of the SWMP Plan is to detail actions that the city is currently taking and will need to take to maintain compliance with the conditions of the NPDES Permit, and to reduce the discharge of pollutants from the City's municipal separate storm sewer system to the maximum extent practicable; and

**WHEREAS**, the City Council held a public hearing on November 15, 2018 to take public comment on the SWMP Plan;

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

**Section 1.** The City Council hereby adopts the Stormwater Management Program Plan 2019 update.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6<sup>TH</sup> DAY OF DECEMBER, 2018.**

CITY OF BLACK DIAMOND:

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Carol Benson, Mayor

Attest:

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Brenda L. Martinez, City Clerk

**CITY OF BLACK DIAMOND**

**STORMWATER MANAGEMENT PROGRAM**  
**PLAN (SWMP PLAN)**

**2019 UPDATE**



**PREPARED BY**  
***Public Works Department***  
**CITY OF BLACK DIAMOND**  
**PO BOX 599**  
**BLACK DIAMOND, WA 98010**  
**(360) 886-5700**

# TABLE OF CONTENTS

<b>SECTION 1 – INTRODUCTION .....</b>	<b>3</b>
1.1 INTRODUCTION .....	3
<b>SECTION 2 –MONITORING, REPORTING AND ASSESSMENT .....</b>	<b>5</b>
2.1 PERMIT REQUIREMENTS AND DATES .....	5
2.2 CURRENT ACTIVITIES.....	5
2.3 PLANNED ACTIVITIES .....	6
<b>SECTION 3 –PUBLIC EDUCATION AND OUTREACH .....</b>	<b>7</b>
3.1 PERMIT REQUIREMENTS AND DATES .....	7
3.2 CURRENT ACTIVITIES.....	7
3.3 PLANNED ACTIVITIES .....	7
<b>SECTION 4 – PUBLIC INVOLVEMENT AND PARTICIPATION .....</b>	<b>9</b>
4.1 PERMIT REQUIREMENTS AND DATES .....	9
4.2 CURRENT ACTIVITIES.....	9
4.3 PLANNED ACTIVITIES .....	9
<b>SECTION 5 – ILLICIT DISCHARGE DETECTION AND ELIMINATION .....</b>	<b>10</b>
5.1 PERMIT REQUIREMENTS AND DATES .....	10
5.2 CURRENT ACTIVITIES.....	12
5.3 PLANNED ACTIVITIES .....	13
<b>SECTION 6 – CONTROLLING RUNOFF FROM NEW DEVELOPMENT, REDEVELOPMENT AND CONSTRUCTION SITES .....</b>	<b>14</b>
6.1 PERMIT REQUIREMENTS AND DATES .....	14
6.2 CURRENT ACTIVITIES.....	15
6.3 PLANNED ACTIVITIES .....	16
<b>SECTION 7 –MUNICIPAL OPERATIONS AND MAINTENANCE .....</b>	<b>17</b>
7.1 PERMIT REQUIREMENTS AND DATES .....	17
7.2 CURRENT ACTIVITIES.....	18
7.3 PLANNED ACTIVITIES .....	19

## **LIST OF ACRONYMS AND ABBREVIATIONS**

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AKART	All Known and Reasonable Treatment
BMP	Best Management Practices
CESCL	Certified Erosion and Sediment Control Lead
DOE	Department of Ecology
GROSS	Grants of Regional or Statewide Significance
IDDE	Illicit Discharge Detection and Elimination
LID	Low Impact Development
MPD	Master Planned Development
MS4	Municipal Separate Storm Sewer System
NPDES	National Pollutant Discharge Elimination System
O&M	Operations and Maintenance
RSMP	Regional Stormwater Management Program
SIDIR	Source Identification Information Repository
SWMMWW	Stormwater Maintenance Manual for Western Washington
SWMP	Stormwater Management Program
SWPPP	Stormwater Pollution Prevention Plan
TMDL	Total Maximum Daily Load

THIS PLAN IS BASED ON THE REQUIREMENTS OUTLINED IN THE WESTERN WASHINGTON PHASE II MUNICIPAL STORMWATER PERMIT. MUCH OF THE LANGUAGE INCLUDED IN THIS DOCUMENT DESCRIBING PERMIT REQUIREMENTS HAS BEEN TAKEN DIRECTLY FROM THIS PERMIT AND HAS BEEN SUMMARIZED FOR EASE OF THE READER.

FOR COMPLETE REQUIREMENTS AND DETAILS, PLEASE REFER TO SECTION S5.C OF THE WESTERN WASHINGTON PHASE II MUNICIPAL STORMWATER PERMIT FROM THE DEPARTMENT OF ECOLOGY.

## SECTION 1 – INTRODUCTION

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### **1.1 INTRODUCTION**

This document constitutes the City of Black Diamond's Stormwater Management Program (SWMP) Plan as required under Condition S5 of the Western Washington Phase II Municipal Stormwater Permit (the Permit). In addition to the City's permit, the SWMP includes the Total Maximum Daily Load (TMDL) requirements on Lake Sawyer as published in the TMDL document 09-10-053.

The purpose of the SWMP Plan is to detail actions that the City of Black Diamond has taken and will take to maintain compliance with conditions in the permit. This SWMP Plan will be an attachment to the *Annual Report Form for Cities, Towns, and Counties* which is required to be submitted to the Department of Ecology (DOE) by March 31 of each year.

The City's SWMP is intended to reduce the discharge of pollutants from the City's Municipal Separate Storm Sewer System (MS4) to the Maximum Extent Practicable, meet Washington State's All Known and Reasonable Treatment (AKART) requirements, and protect water quality. This goal is accomplished by the inclusion of all Permit SWMP components, minimum measures, and implementation schedules into the City's SWMP.

In compliance with Permit requirements, where the City is already implementing actions or activities called for in this document, the City will continue those actions or activities regardless of the schedule called for in this document. The City will adapt these actions or implement new activities as required by Permit deadlines and as City staff measures the effectiveness of current actions or activities. This version of the SWMP Plan focuses on requirements in the 2013-2018 Permit, which is set to expire July 31, 2019. Permit language for the 2019-2024 Permit has not been finalized and is subject to change. Any draft requirements for 2019 in the draft 2019-2024 Permit will be included in this SWMP Plan. Requirements beyond 2019 will be included in the 2020 SWMP Plan once the 2019-2024 Permit is finalized.

The City is active in all 6 areas of permit activity including:

- Monitoring the MS4 and reporting to DOE
- Public education and outreach
- Public involvement and participation

- Illicit Discharge Detection and Elimination
- Controlling runoff from new development, redevelopment and construction sites
- Municipal operations and maintenance (O&M)

## **SECTION 2 –MONITORING, REPORTING AND ASSESSMENT**

### **2.1 PERMIT REQUIREMENTS AND DATES**

Section S5.A, S8, and S9 of the Western Washington Phase II Municipal Stormwater Permit requires the City to develop, monitor, and report the City's SWMP. The SWMP shall be designed to reduce the discharge of pollutants from the City's MS4 to the maximum extent practicable and to protect water quality. The monitoring, reporting and assessment requirement helps keep the City on track with Best Management Practices (BMPs) to reduce the discharge of pollutants to stormwater. The requirements are set to change in the 2019-2024 Permit. This section reflects the changes in the 2019-2024 Permit. Specific dates are outlined below:

- Submit a one-time payment of \$717 into a collective fund to implement regional small streams and marine nearshore areas status and trends monitoring in Puget Sound. Payment is due by December 1, 2019.
- Notify DOE in writing the City's decision whether or not to participate in contributing to a collective fund to implement regional receiving water status and trends monitoring, at an annual cost of \$717, by December 1, 2019. Participation in this monitoring meets City requirements for regional status and trends monitoring. Annual payments will begin August 15, 2020.
- Submit a one-time payment of \$1,310 into a collective fund to implement effectiveness studies and source identification studies. Payment is due by December 1, 2019.
- Notify DOE in writing the City's decision whether or not to participate in contributing to a collective fund to implement Stormwater Action Monitoring (SAM) effectiveness and source identification studies, at an annual cost of \$1,310, by December 1, 2019. Participation in this collective fund meets City requirements for effectiveness and source identification studies. Annual payments will begin August 15, 2020.

### **2.2 CURRENT ACTIVITIES**

The current city activities associated with Monitoring and reporting include:

- Submit the online *Annual Report Form for Cities, Towns, and Counties* which is intended to summarize the City's compliance with the conditions of the Permit. The annual report shall be submitted by March 31 of each calendar year covering the previous calendar year.
- Prepare written documentation of the SWMP and update at least annually for submittal with the City's annual reports to DOE.
- Include with the annual report, notification of any annexations, incorporations, or jurisdictional boundary changes resulting in an increase or decrease in the City's geographic area of permit coverage during the reporting period.

- Track the number of inspections, official enforcement actions and types of public education activities for inclusion in the City's annual reports to DOE.
- Provide a description of any stormwater monitoring or studies conducted by the City during the reporting period for inclusion in the City's annual reports to DOE. The City is not required to report on monitoring or studies conducted by the Regional Stormwater Monitoring Program (RSMP).
- Track the cost or estimated cost of development and implementation of the SWMP.
- Coordinate, as necessary, with other entities covered under a municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit to encourage coordinated stormwater-related policies, programs and projects within adjoining or shared areas.
- The Development Agreement for the major Master Planned Developments requires extensive water quality monitoring by the developer before, during and after construction; including a yearly review by the Water Quality Review Committee.
- The City is participating in the RSMP, the RSMP effectiveness studies, and the SIDIR.

### **2.3 PLANNED ACTIVITIES**

The City will continue with the current monitoring and reporting activities in 2019. The City will pay into the collective funds for regional small streams and marine nearshore areas status and trends monitoring in Puget Sound, and for effectiveness studies and source identification studies. The City will also notify DOE of its intent to contribute annually to these programs.

## **SECTION 3 –PUBLIC EDUCATION AND OUTREACH**

---

### **3.1 PERMIT REQUIREMENTS AND DATES**

Section S5.C.1 of the Western Washington Phase II Municipal Stormwater Permit requires the City to include an education program designed to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts. No later than February 2, 2016, the City shall measure the understanding and adoption of targeted behaviors for at least one target audience (either the General Public and Businesses; or Engineers, Contractors, Developers and Land Use Planners – completed January 26, 2016).

### **3.2 CURRENT ACTIVITIES**

The City has educated the public through stormwater articles in the city newsletter, posting educational materials on the City website, handing out materials at City sponsored events, workshops to train City staff and elected officials, and meeting with businesses and owners of private stormwater systems. The current City activities associated with Public Education and Outreach include:

- Educating the public about the need of the stormwater utility and the collaborative effort needed from everyone in the City to improve stormwater quality within the City.
- Training, on an as-needed basis, for City employees regarding illicit discharges.
- Meeting, as-needed, with businesses and the general public about the hazards associated with illicit discharges and improper disposal of waste.
- Distribute illicit discharge information to target audiences through individual meetings.
- Continue to track and maintain records of public education and outreach activities.
- The City is utilizing feedback received from the education survey to determine how to educate the public regarding stormwater.
- In cooperation with the Lake Sawyer Park Foundation, educational signs on the importance of water quality were posted in the Lake Sawyer Regional Park.

### **3.3 PLANNED ACTIVITIES**

The City has the following goals for continued Permit compliance in public education and outreach:

- City staff will continue to utilize feedback received from survey results on education efforts and will continue to evaluate the understanding of target behaviors.
- Summarize the public education activities in the annual report.
- Educate the general public and businesses on:
  - General impacts of stormwater on surface waters.
  - Impacts from impervious surfaces.
  - Impacts of illicit discharges and how to report them.
  - Low Impact Development (LID) principles and LID BMPs.
  - Opportunities to become involved in stewardship activities.
  - The City will provide education on the City's website and articles in the City newsletter as staff time and opportunity allows.
- Encourage behavior change from the general public and businesses providing education on the City's website and articles in the City newsletter to address any or all BMPs as outlined below:
  - Use of storage of automotive chemicals, hazardous cleaning supplies, carwash soaps and other hazardous materials.
  - Equipment maintenance.
  - Prevention of illicit discharges.
  - Yard care techniques protective of water quality.
  - Use and storage of pesticides and fertilizers and other household chemicals.
  - Carpet cleaning and auto repair and maintenance.
  - Vehicle, equipment and home/building maintenance.
  - Pet waste management and disposal.
  - LID principles and LID BMPs.
  - Stormwater facility maintenance.
  - Dumpster and trash compactor maintenance.

## **SECTION 4 – PUBLIC INVOLVEMENT AND PARTICIPATION**

### **4.1 PERMIT REQUIREMENTS AND DATES**

Section S5.C.2 of the Western Washington Phase II Municipal Stormwater Permit requires the City to provide ongoing opportunities for public involvement. The City will comply with applicable state and local public notice requirements in developing elements of the SWMP. The annual report and updated SWMP Plan are required to be published on the City's website by May 31 of each year.

### **4.2 CURRENT ACTIVITIES**

The current compliance activities associated with public involvement and participation include:

- The City has posted the SWMP Plan and annual report on the City website (click on "Public Works", then "Stormwater").
- Provide opportunities for public involvement in the review of the stormwater comprehensive plan updates, SWMP Plan updates, changes to the stormwater utility charges, or other stormwater codes or similar environmental policies at the early consideration stages at the Public Works Committee level.
- Provide opportunities for public involvement and comment in the consideration of the SWMP Plan by holding a public hearing prior to implementation.
- Review the SWMP Plan with the Public Works Committee and receive public comments in a public hearing prior to implementation.
- Make the SWMP Plan, the annual report, and all other submittals required by the Phase II Permit, available to the public.
- Post the updated SWMP Plan and the annual report on the City's website.

### **4.3 PLANNED ACTIVITIES**

The City will continue with the public involvement and participation activities each year for the SWMP Plan and will continue to make the annual report available for public review by posting it on the City website.

The City has "No Dumping" stencils that can be made available to volunteers for marking around catch basins. City staff will look at options for soliciting help from community volunteers to assist with these markings.

## SECTION 5 – ILLICIT DISCHARGE DETECTION AND ELIMINATION

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### **5.1 PERMIT REQUIREMENTS AND DATES**

Section S5.C.3 of the Western Washington Phase II Municipal Stormwater Permit requires the City to maintain an ongoing program designed to prevent, detect, characterize, trace and eliminate illicit connections and illicit discharges into the MS4. Specific program components are outlined below:

- Maintain a MS4 map that shall be periodically updated and shall include following information:
  - Known MS4 outfalls.
  - Receiving waters, other than ground water.
  - Stormwater treatment and flow control BMPs/facilities owned or operated by the City.
  - Tributary conveyances to all known outfalls with a 24-inch nominal diameter or larger, or an equivalent cross-sectional area for non-pipe systems, mapping the following attributes:
    - Tributary conveyance type, material, and size where known.
    - Associated drainage areas.
    - Land use.
  - All connections to the MS4 authorized or allowed by the Permittee after February 16, 2007.
  - Geographic areas served by the MS4 that do not discharge stormwater to surface waters.
  - Upon request, make all maps available electronically to the DOE.
  - Upon request, and to the extent appropriate, provide mapping information available to federally-recognized Indian Tribes, municipalities, and other permittees at a reasonable cost.
- Implement an ordinance or other regulatory mechanism to effectively prohibit non-stormwater, illicit discharges into the City's MS4 to the maximum extent allowable under state and federal law by February 2, 2018 (completed February 1, 2018). The ordinance or regulatory mechanism shall address:
  - Allowable discharges (as outlined in S5.C.3.b.i of the NPDES Permit).
  - Conditionally allowable discharges (as outlined in S5.C.3.b.ii of the NPDES Permit).
  - Further address any category of allowable or conditionally allowable discharges if the discharges are identified as significant sources of pollutants to waters of the State.
  - Escalating enforcement procedures and actions for repeat offenders.
  - A compliance strategy that includes informal compliance actions such as public education and technical assistance as well as the enforcement provisions of the ordinance or other regulatory mechanism. To implement

an effective compliance strategy, the ordinance or other regulatory mechanism may need to include the application of operational and/or structural source control BMPs for pollutant generating sources associated with existing land uses and activities where necessary to prevent illicit discharges and the maintenance of stormwater facilities which discharge into the MS4 in accordance with maintenance standards outlined in the NPDES Permit where necessary to prevent illicit discharges.

- Implement an ongoing program designed to detect and identify non-stormwater discharges and illicit connections into the City's MS4. The program shall include:
  - Procedures for conducting investigations, including field screening and methods for identifying potential sources implementing a field screening methodology appropriate to the characteristics of the MS4 and water quality concerns. Screening for illicit connections may be conducted using: *Illicit Discharge Detection and Elimination: A Guidance Manual for Program Development and Technical Assessments*, Center for Watershed Protection, October 2004, or another methodology of comparable or improved effectiveness. The City shall document the field screening methodology in the relevant annual report. Field screening for at least 40% of the MS4 shall be complete no later than December 31, 2017 and average 12% each year thereafter (100% achieved by September 13, 2017).
  - A publicly listed and publicized hotline or telephone number for public reporting of spills and other illicit discharges. Upon discussions with first responders, it was determined that the public should call 911 to report a spill or other illicit discharge. Responding fire and/or police will contact Public Works for assistance and reporting. Public Works can still be contacted for non-emergencies (360-886-5700 during business hours; 253-569-0525 after hours).
  - An ongoing training program on the identification of an illicit discharge and/or connection, and on the proper procedures for reporting and responding to the illicit discharge and/or connection, for all municipal field staff, who, as part of their normal job responsibilities, might come into contact with or otherwise observe an illicit discharge and/or illicit connection to the MS4. Follow-up training shall be provided as needed. City shall document and maintain records of the trainings provided and the staff trained.
  - Informing public employees, businesses, and the general public of hazards associated with illicit discharges and improper disposal of waste.
- Implement an ongoing program designed to address illicit discharges, including spills and illicit connections, into the MS4. The program shall include:
  - Procedures for characterizing the nature of, and potential public or environmental threat posed by, any illicit discharges found or reported to the City. Procedures shall address the evaluation of whether the discharge

must be immediately contained and steps to be taken for the containment of the discharge.

- Procedures for tracing the source of an illicit discharge; including visual inspections, and when necessary, opening manholes, using mobile cameras, collecting and analyzing water samples, and/or other detailed inspection procedures.
- Procedures for eliminating the discharge; including notification of appropriate authorities; notification of the property owner; technical assistance; follow-up inspections; and implementation and use of the compliance strategy mentioned above, including escalating enforcement and legal actions if the discharge is not eliminated.
- The City must meet the following timelines and be responsible for the following actions:
  - Immediately respond to all illicit discharges, including spills, which are determined to constitute a threat to human health, welfare, or the environment by taking appropriate action to correct or minimize the threat to human health, welfare, and/or the environment; notifying DOE and other appropriate spill response authorities within 24 hours of learning about the illicit discharge or spill; and immediately report spills or discharges of oils or hazardous substances to DOE and the Washington Emergency Management Division.
  - Investigate (or refer to the appropriate agency with the authority to act) within 7 days any complaints, reports, or monitoring information that indicates a potential illicit discharge.
  - Initiate an investigation within 21 days of any report or discovery of a suspected illicit connection to determine the source of the connection, the nature and volume of discharge through the connection, and the party responsible for the connection.
  - Upon confirmation of an illicit connection, use the compliance strategy in a documented effort to eliminate the illicit connection within 6 months. All known illicit connections to the MS4 shall be eliminated.

## **5.2 CURRENT ACTIVITIES**

The City currently implements activities and programs that meet Permit requirements. The current compliance activities associated with the above Permit requirements include:

- Through Ordinance 18-1099, city staff has the ability to intervene and stop illicit discharges, to get involved to educate those that pollute unknowingly and follow up with additional enforcement actions not complying with corrective actions.
- City staff responsible for identification, investigation, termination, cleanup, and reporting of illicit discharges, including spills and illicit connections, shall be trained to conduct these activities. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements or

staffing. The training provided and staff trained shall be documented. Six Public Works staff members received Illicit Discharge Detection and Elimination (IDDE) training on November 15, 2018.

- Continue to respond to reported illicit discharge reports and documenting the actions taken to eliminate them.
- Continue to follow up on hotline illicit discharge tips.
- Update, as needed, the MS4 maps, highlighting those areas that have higher probability of illicit discharges or connections to the MS4.
- Continue with the primary focus of the City's IDDE program, which involves individual meetings with business owners and those responsible for private stormwater system maintenance.
- Implement the City IDDE program to detect and stop illicit discharges to the City's MS4 by:
  - Characterizing the nature of illicit discharges
  - Tracing the source
  - Removing the source
  - Educating those responsible
  - Enforcing the City's code to stop illicit discharges

### **5.3 PLANNED ACTIVITIES**

The City will field screen a minimum of 12% of the City's outfalls for illicit connections prior to December 31, 2019 to meet the requirement of screening 12% of all outfalls each year after the initial screening in 2017 (all outfalls screened prior to December 31, 2022).

## **SECTION 6 – CONTROLLING RUNOFF FROM NEW DEVELOPMENT, REDEVELOPMENT AND CONSTRUCTION SITES**

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### **6.1 PERMIT REQUIREMENTS AND DATES**

Section S5.C.4 of the Western Washington Phase II Municipal Stormwater Permit requires the City to implement and enforce a program to reduce pollutants in stormwater runoff to the City's MS4 from new development, redevelopment and construction site activities. Specific program components are outlined below.

- The City will continue with a program to reduce pollutants in stormwater runoff from new development, redevelopment and construction site activities. This program shall be applied to all sites as determined by Section 3 of Appendix 1 of the Permit. The program shall apply to private and public development, including new roads (as determined in Section 3.4 of Appendix 1 of the Permit).
- In order to comply with new requirements regarding site planning requirements; BMP selection criteria; BMP design criteria; BMP infeasibility criteria; LID competing needs criteria; and BMP limitations, the City should adopt the DOE 2012 SWMMWW as amended in 2014 (the 2014 SWMMWW). Adoption and implementation of the DOE 2014 SWMMWW will meet the requirements of the Permit. The mechanism to meet these requirements shall be in place by December 31, 2016 (adopted February 2017).
- The City shall have the legal authority in place by December 31, 2016, through the approval process for new development and redevelopment, to inspect and enforce maintenance standards for private stormwater facilities that discharge to the City's MS4.
- Before December 31, 2016, the City shall review, revise and make effective local development-related codes, rules, standards, or other enforceable documents to incorporate and require LID principles and LID BMPs as DOE has determined LID as the preferred and commonly-used approach to site development. The revisions are designed to minimize impervious surfaces, native vegetation loss, and stormwater runoff in all types of development situations (adopted May 2017).
- Include with the annual report, due March 31, 2017, a summary of a review and revision process in regards to requiring LID principles and LID BMPs, considering the range of issues outlined in the document, *Integrating LID into Local Codes: A Guidebook for Local Governments* published by the Puget Sound Partnership in 2012. The summary shall be organized as follows:
  - Measures to minimize impervious surfaces;
  - Measures to minimize loss of native vegetation; and
  - Other measures to minimize stormwater runoff.

- Participate in watershed-scale stormwater planning (WRIA 9) led by King County. As needed and as appropriate, the City shall:
  - Provide existing water quality and flow records.
  - Provide existing and future land use and zoning maps to facilitate land cover projections.
  - Participate in the development of strategies to prevent future impacts and address existing impacts.
  - Provide monitoring locations.

## **6.2 CURRENT ACTIVITIES**

The City code currently implements the activities and programs to meet Permit requirements. The current compliance activities associated with the above Permit requirements include:

- The City conducts construction and stormwater site inspections during the pre-construction and construction phases.
- The City has implemented a permitting process with plan review, inspection and enforcement capability for both private and public projects for compliance with the 2014 SWMMWW and the Master Planned Development (MPD) agreements. This program applies to all sites as determined by Section 3 of Appendix 1 of the Permit.
- The City reviews stormwater site plans for proposed development activities.
- The City inspects, prior to clearing and construction, all known development sites that have a high potential for sediment transport.
- The City inspects all known permitted development sites during construction to verify proper installation and maintenance of required erosion and sediment controls. The City will enforce as necessary based on the inspection.
- The City inspects all permitted development sites upon completion of construction and prior to final approval or occupancy to ensure proper installation of permanent stormwater controls such as stormwater facilities and structural BMPs. Also, the City will verify a maintenance plan is completed and responsibility for maintenance is assigned. Enforcements will be made, as necessary, based on the inspection.
- The City must perform at least 80% of scheduled inspections in order to achieve Permit compliance. Staff schedules all inspections through the City's PermitTrax software and records of inspections are maintained in PermitTrax by inspectors. Routine inspections not set in PermitTrax will be tracked separately by Public Works maintenance staff.
- The City implements an enforcement strategy to respond to issues of non-compliance.
- The City implements a long-term O&M program for private post-construction stormwater facilities and BMPs.

- Annual inspections (reduced if the City provides records and/or statements to DOE justifying a reduced schedule for specific facilities) of all stormwater treatment BMPs/facilities that were permitted by the City, including those permitted since 2007.
- Inspections of all permanent stormwater treatment and flow control BMPs/facilities and catch basins in new residential developments every six months until 90% of the lots are constructed (or when construction is stopped and the site fully stabilized) to identify maintenance needs and enforce compliance with maintenance standards as needed.
- Enforceable mechanism in place that clearly identifies the party responsible for maintenance, requires inspection of facilities, and establishes enforcement procedures.
- The City ensures that all staff responsible for implementing the program to control stormwater runoff from new development, redevelopment, and construction sites, including permitting, plan review, construction site inspections, and enforcement, are trained to conduct these activities. The City has three Certified Erosion and Sediment Control Leads (CESCL) on staff and two Certified Stormwater Inspectors trained by the NPDES National Stormwater Center.
- Copies of the DOE's "Notice of Intent for Construction Activity" and "Notice of Intent for Industrial Activity" are available to representatives of proposed new development and redevelopment on the City's website.
- Activities for the "Controlling Runoff from New Development, Redevelopment and Construction Sites" component of the annual report will be summarized annually, beginning in the annual report due March 31, 2015.
- In addition to the above requirements and with the TMDL for phosphorus on Lake Sawyer, City staff (and/or King County, and/or citizen volunteers) continues to take water quality samples at Lake Sawyer. The schedule for meeting goals in the TMDL called for testing that would end in 2014, but the City has continued with the testing.
- The City used the DOE 2005 SWMMWW and the Lake Sawyer TMDL in the Development Agreement for the major MPDs in Black Diamond.

### **6.3 PLANNED ACTIVITIES**

The City has a program to help reduce stormwater runoff from new development and construction sites. The City implemented the DOE 2014 SWMMWW to maintain compliance. The City will continue to:

- Update and implementing process codes, fees and standards as necessary and as identified needs arise.
- Determine staff training needs and develop training strategies as updates to Permit requirements are implemented by DOE.

## **SECTION 7 –MUNICIPAL OPERATIONS AND MAINTENANCE**

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### **7.1 PERMIT REQUIREMENTS AND DATES**

Section S5.C.5 of the Western Washington Phase II Municipal Stormwater Permit requires the City to implement an O&M program that includes a training component and has the ultimate goal of preventing or reducing pollutant runoff from municipal operations. Specific program components are outlined below.

- Establish maintenance standards that are as protective, or more protective, of facility function than those specified in Chapter 4 of Volume V of the DOE 2014 SWMMWW by December 31, 2016. The purpose of the maintenance standard is to determine if maintenance is required and is not a measure of the facility's required condition at all times between inspections. (Completed December 2016)
- Annual inspection of all municipally owned or operated permanent stormwater treatment and flow control facilities and taking appropriate maintenance actions. Inspection frequency may be reduced as outlined in Section S5.C.5.b of the Permit.
- Spot checks of potentially damaged permanent treatment and flow control facilities after major storm events (10 year storm).
- Inspection of all catch basins and inlets owned or operated by the City at least once before August 1, 2017 and once every two years thereafter. The City is developing an inspection and maintenance schedule for each catch basin and inlet as some catch basins will not need inspections as frequently and other catch basins will need to be inspected and maintained more frequently than required by the Permit to ensure functionality. Reduced inspections will be in accordance with Section S5.C.5.d.i of the Permit. (Completed July 2017)
- Establish and implement policies and procedures to reduce pollutants in discharges from all lands owned or maintained by the City, including but not limited to: streets, parking lots, roads, highways, buildings, parks, open space, road right-of-way, maintenance yards, and stormwater treatment and flow control BMPs/facilities.
- Implement an on-going training program for City staff whose construction, operations or maintenance job functions may impact stormwater quality.
- Continue to implement a Stormwater Pollution Prevention Plan (SWPPP) for all heavy equipment maintenance or storage yards, and material storage facilities owned or operated by the City (the Public Works Shop).
- Keep records of inspections and maintenance or repair activities.

## **7.2 CURRENT ACTIVITIES**

The City currently has activities and programs that meet Permit requirements. The current compliance activities associated with the above Permit requirements include:

- The City has a program for catch basin inspections with the most recent inspections occurring in July 2017.
- The City has completed a site assessment of City facilities, including the fire station, the police station, the public works facility, and the water reservoir and pump station.
- The City inspects City owned stormwater treatment facilities and has adapted inspections and inspection criteria as identified in the DOE 2014 SWMMWW.
- The City has trained employees whose construction, operations or maintenance job functions may impact stormwater quality in the implementation of BMPs that will reduce or eliminate pollution from entering the MS4 from City facilities or operations.
- The City has established maintenance standards that are as protective as those specified in the 2014 SWMMWW.
- The City performs maintenance within required timeframes when an inspection identifies an exceedance of the maintenance standard. For each exceedance of the required timeframe, the City will document the circumstances and how they were beyond the City's control.
- The City annually inspects all municipally owned or operated permanent stormwater treatment and flow control facilities and maintains facilities according to the adopted maintenance standards.
- The City performs maintenance on City ponds and BMPs within required timeframes when an inspection identifies a maintenance standard has been exceeded. If the City does not perform maintenance within the required timeframe, the City will document the circumstances and how they were beyond their control, and will submit documentation to DOE.
- After major storm events (classified as a 10-year storm), the City conducts spot checks of potentially damaged stormwater facilities.
- The City implements practices to reduce stormwater impacts associated with runoff from streets, parking lots, roads or highways owned or maintained by the City, and road maintenance activities conducted by the City.
- Procedures are in place to reduce pollutants in discharges from all lands owned or maintained by the City and subject to this Permit, including but not limited to: parks, open space, road right-of-way, maintenance yards, and stormwater treatment and flow control facilities. Procedures include:
  - Proper application of fertilizer, pesticides, and herbicides

- Sediment and erosion control (the City has three CESCLs on staff)
  - Proper landscape maintenance and vegetation disposal
  - Proper trash management
  - Proper maintenance and cleaning of City buildings
- City employees, whose construction, operations or maintenance job functions may impact stormwater quality, receive training on an as-needed basis.
- SWPPPs are in place for all heavy equipment maintenance or storage yards, and material storage facilities owned or operated by the City in areas subject to this Permit that are not required to have coverage under the Industrial Stormwater General Permit. The latest update to the SWPPP for the Public Works Maintenance Facility was completed in October, 2017.
- Tracking and documentation methods, along with procedures associated with inspection, maintenance or repair activities, are being utilized by City staff.
- The washing of City vehicles and large equipment is performed at the City's equipment washing facility at the City's maintenance site. Staff using the facility is trained prior to use in accordance with standard operating procedures for the facility.

### **7.3 PLANNED ACTIVITIES**

The City will continue with current activities to prevent pollution from municipal maintenance operations.

- The City tries to sweep arterial and collector streets at least twice per year as budgets and schedules allow.
- Street waste is disposed of according to BMPs.
  - The City utilizes guidance from the 2014 SWMMWW to determine how to handle stockpiled sweepings.
  - Clean soil and compost materials will be mixed and reused in the City, where needed, and in accordance with BMPs.
- The City will inspect all catch basins at least once every two years. The City will continue to track sediment levels in all catch basins to help determine frequencies for each individual catch basin.

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>Resolution, Fuel Tax Agreement with the Washington State Transportation Improvement Board (TIB) for the Roberts Drive, 135' West of Rock Creek Bridge to Bruckners Way, project</b>	<b>Agenda Date: December 6, 2018 AB18-111</b>	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	X
Cost Impact (see also Fiscal Note): \$450,000 revenue		
Fund Source: Transportation Improvement Board		
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; Fuel Tax Agreement; Award Letter</b>		
<p><b>SUMMARY STATEMENT:</b>            Public Works staff applied for and was selected for a Small City Arterial Program fuel tax grant from the Washington State Transportation Improvement Board (TIB). This project will tie in pedestrian improvements between developer pedestrian improvements (approximately 135' west of the Rock Creek Bridge) to Bruckners Way. This project will also install stormwater facilities and provide an asphalt overlay to a portion of this project.</p> <p>Once this grant agreement is executed, the City may begin incurring reimbursable expenses for this project. City labor is also reimbursable for this project. The City has already completed design work for this project.</p> <p><b>FISCAL NOTE (Finance Department):</b>            This grant award is for \$450,000. The City has a match requirement of 14% of the total project cost (approximately \$29,000 from City funds and \$46,000 from developer funds for an estimated total cost of \$525,000).</p>		
<p><b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>            Public Works Committee recommends forwarding to Council for their approval.</p>		
<p><b>RECOMMENDED ACTION: A motion to adopt Resolution 18-1286, authorizing the Mayor to execute a fuel tax agreement for the Roberts Drive, 135' West of Rock Creek Bridge to Bruckners Way, project, TIB #6-P-800(004)-1.</b></p>		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 6, 2018		

**RESOLUTION NO. 18-1286**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A FUEL TAX AGREEMENT WITH THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD FOR THE ROBERTS DRIVE, 135' WEST OF ROCK CREEK BRIDGE TO BRUCKNERS WAY, PROJECT**

**WHEREAS**, the City's grant application for the Transportation Improvement Board Small City Arterial Project was selected for \$450,000; and

**WHEREAS**, design work is complete for this project; and

**WHEREAS**, the City has the funds to complete the construction of this project; and

**WHEREAS**, a fuel tax agreement with the Washington State Transportation Improvement Board is required to establish the terms of funding for the Roberts Drive, 135' West of Rock Creek Bridge to Bruckners Way, project;

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

**Section 1.** The City Council hereby accepts grant funding from the Washington State Transportation Improvement Board in the amount of \$450,000 to fund the Roberts Drive, 135' West of Rock Creek Bridge to Bruckners Way, project;

**Section 2.** The Mayor is hereby authorized to execute the fuel tax agreement with the Washington State Transportation Improvement Board for the Roberts Drive, 135' West of Rock Creek Bridge to Bruckners Way, project, TIB #6-P-800(004)-1, substantially in the form attached hereto.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6<sup>TH</sup> DAY OF DECEMBER, 2018.**

CITY OF BLACK DIAMOND:

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Carol Benson, Mayor

Attest:

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Brenda L. Martinez, City Clerk



City of Black Diamond  
6-P-800(004)-1  
Roberts Drive  
135' West of the Rock Creek Bridge to Bruckners Way

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Black Diamond  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Roberts Drive, 135' West of the Rock Creek Bridge to Bruckners Way (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Black Diamond, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$450,000 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

## 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

## 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

## 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

## 8.0 GOVERNANCE & VENUE

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

## 9.0 DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

### 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

### 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



### 15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

### 16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



# Washington State Transportation Improvement Board

## TIB Members

Chair  
Mayor Glenn Johnson  
City of Pullman

Vice Chair  
Commissioner Richard Stevens  
Grant County

Amy Asher  
RiverCities Transit

Alyssa Ball  
Office of Financial Management

Aaron Butters, P.E.  
HW Lochner Inc.

Jeff Carpenter, P.E.  
WSDOT

Barbara Chamberlain  
WSDOT

Elizabeth Chamberlain  
City of Walla Walla

Mike Dahlem  
City of Sumner

Sue Dreier  
Pierce Transit

Commissioner Terri Drexler  
Mason County

John Klekotka, P.E.  
Port of Everett

Commissioner Robert Koch  
Franklin County

John Koster  
County Road Administration Board

Colleen Kuhn  
Human Services Council

Mayor Ron Lucas  
Town of Steilacoom

Mick Matheson, P.E.  
City of Mukilteo

David Ramsay  
Feet First

Councilmember Mike Todd  
City of Mill Creek

November 16, 2018

The Honorable Carol Benson  
Mayor  
City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010-0599

Dear Mayor Benson:

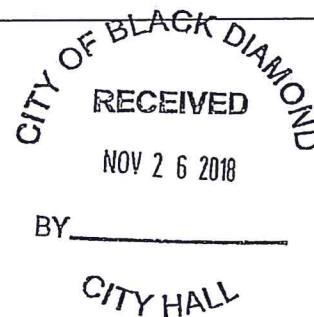
Congratulations! We are happy to announce the selection of your project, Roberts Drive, 135' West of the Rock Creek Bridge to Bruckners Way, TIB project number 6-P-800(004)-1. TIB funds granted to this project total \$450,000.

This year, we received requests to fund 301 different projects, totaling more than \$281 million. We are pleased to provide \$102 million in transportation investments to cities and counties like yours throughout the state.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or e-mail [GregA@TIB.wa.gov](mailto:GregA@TIB.wa.gov).

Sincerely,

Ashley Probart  
Executive Director



BY \_\_\_\_\_

CITY HALL

Ashley Probart  
Executive Director

P.O. Box 40901  
Olympia, WA 98504-0901  
Phone: 360-586-1140  
Fax: 360-586-1165  
[www.tib.wa.gov](http://www.tib.wa.gov)

*Investing in your local community*

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b>	<b>Agenda Date:</b>	<b>December 6, 2018 AB18-112</b>
<b>Ordinance adopting amendments to BDMC Chapter 2.58, Business Licenses</b>	Mayor Carol Benson	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Development – Barbara Kincaid	X
	Finance – May Miller	
	MDRT/Econ Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):	Public Works – Seth Boettcher	
Fund Source: N/A	Court Administrator – Stephanie Metcalf	
Timeline: State required adoption of model ordinance language by December 31, 2018.		
<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; Exhibit A – Amendments to BDMC Chapter 2.58, Business Licenses</b>		
<b>SUMMARY STATEMENT:</b> <p>The Washington State Legislature passed EHB 2005 in 2017, which requires cities that issue general business licenses to (1) select one of two options for third party administration of business licenses on behalf of the city and (2) amend its business license ordinance consistent with the state’s model ordinance language.</p> <p>Staff reviewed this information with the Finance Committee and Council and received direction to (1) partner with the Washington State Department of Revenue (DOR) Business Licensing Service (BLS) for the third-party option for administration of business licenses and (2) select language from the model ordinance to exempt businesses located outside of City limits doing business within the City with gross revenues that are less than \$2,000 from obtaining a Black Diamond Business License.</p> <p>The attached Ordinance and Exhibit reflect amendments to BDMC Chapter 2.58, Business Licenses consistent with these actions. A public hearing is not required for this Ordinance. Staff requests immediate adoption in order to meet the state’s December 31, 2018 deadline. The city to state licensing conversion is scheduled to go live by March 2019.</p> <p><b>FISCAL NOTE (Finance Department):</b> The 2019 budget anticipated that we will increase the number of business Licenses due to the broad exposer of the combined State/city process. We will still collect our City License fee and renewal fee under this system. The loss of a few license fees due to the exemption is expected be offset by an increased number of license fees.</p>		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> The Finance Committee reviewed this at their November 30, 2018 meeting and recommended forwarding to full council for approval.		

RECOMMENDED ACTION: **MOTION to approve Ordinance No. 18-1111 adopting the amendments to BDMC Chapter 2.58, Business Licenses.**

**RECORD OF COUNCIL ACTION**

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 6, 2018		

## ORDINANCE NO. 18-1111

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, REPEALING AND REPLACING CHAPTER 2.58 OF THE BLACK DIAMOND MUNICIPAL CODE RELATED TO BUSINESS LICENSES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

**WHEREAS**, Engrossed House Bill 2005, passed in 2017 and codified in Chapter 35.90 Revised Code of Washington ("RCW"), requires a city imposing a general business license requirement to adopt certain provisions; and

**WHEREAS**, the City Council desires to repeal and replace Chapter 2.58 Black Diamond Municipal Code to comply with the new statutory requirements set forth in Chapter 35.90 RCW;

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

**Section 1. Chapter 2.58 BDMC, Repealed and Replaced.** Chapter 2.58 of the Black Diamond Municipal Code is hereby repealed in its entirety as currently codified and replaced to read as set forth in the attached Exhibit A.

**Section 2. Severability.** Should any section, paragraph, sentence, clause, or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 3. Effective Date.** This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND AT A  
REGULAR MEETING THEREOF ON THE 6<sup>TH</sup> DAY OF DECEMBER, 2018.**

CITY OF BLACK DIAMOND

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Carol Benson, Mayor

Attest:

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Brenda L. Martinez, City Clerk

Approved as to form:

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David Linehan, City Attorney

Filed with the City Clerk:

Passed by the City Council:

Ordinance No.

Date of Publication:

Effective Date:

# **EXHIBIT A**

## **Chapter 2.58 BUSINESS LICENSES**

### **Sections:**

- 2.58.010 Business license required.
- 2.58.020 Definitions.
- 2.58.025 Exemptions.
- 2.58.030 Eligibility for license.
- 2.58.040 Application procedure—Issuance—Term of license—Renewal—Replacement.
- 2.58.050 License fees.
- 2.58.060 Separate license required for each business location—Display of license.
- 2.58.070 Home occupation business.
- 2.58.080 Change in ownership or death of licensee.
- 2.58.090 Enforcement.
- 2.58.100 Grounds for revocation, suspension or denial.
- 2.58.110 Appeal of suspension, revocation or denial.
- 2.58.120 Service of appeal.
- 2.58.130 Violations—Penalties.

### **2.58.010 Business license required.**

A. Businesses located in the City Limits. It is unlawful for any person to conduct, operate, practice, or engage in any business with premises located in whole or in part within the City of Black Diamond without having first registered with and obtained a City Business License from the State of Washington Department of Revenue. If more than one business is conducted on a single premises, a separate registration and license shall be required for each separate business conducted, operated, engaged in or practiced. If a business is conducted from more than one premises in the city, a separate registration and license shall be required for each premises within the city.

B. Business located outside the City Limits. It is unlawful for any person to conduct, operate, practice, or engage in any business in the City of Black Diamond without first having registered with and obtained a City Business License from the State of Washington Department of Revenue.

### **2.58.020 Definitions.**

For purposes of this chapter, the following terms, phrases and words have the meanings specified in this section. Words used in the singular include the plural, and words used in the plural include the singular. Words used in the masculine gender include the feminine, and words used in the feminine gender include the masculine.

"Business" means all activities, occupations, pursuits or professions located and/or engaged in within the city, with the object of gain, benefit or advantage to the person engaging in the same, or to any other person or class, directly or indirectly. Each business location shall be deemed a separate business. It also includes, but is not limited to, general contractors, subcontractors, home occupations, rentals, mobile home parks and businesses temporarily conducted within the city, including but not limited to traveling salespersons.

"Business Licensing Service" means the Washington State Department of Revenue Business Licensing Service.

"City" means the City of Black Diamond.

"Clerk" means, for the purposes of this chapter, such city employees or agents as the mayor shall designate to administer this chapter, or any designee thereof.

"Employee" means anyone employed by a person engaged in business within the city regardless of the amount of wage paid or the number of hours worked. It shall include the owner or owners of the business if they perform any work within the city.

"Engaging in business" means:

1. The term "engaging in business" means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business;
2. This section sets forth examples of activities that constitute engaging in business in the city and establishes safe harbors for certain activities so that a person who meets the criteria may engage in de minimis business activities in the city without having to pay a business license fee. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business" in subsection (1) of this definition. If an activity is not listed, whether it constitutes engaging in business in the city shall be determined by considering all the facts and circumstances and applicable laws;
3. Without being all inclusive, any one of the following activities conducted within the city by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf, constitutes engaging in business and requires a person to register and obtain a business license under this chapter:
  - a. Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the city for purposes of trade or commerce, or in furtherance of a for-profit commercial enterprise;
  - b. Owning, renting, leasing, using, or maintaining, an office, place of business, or other for-profit establishment in the city;

- c. Soliciting sales;
- d. Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance;
- e. Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf;
- f. Installing, constructing, or supervising installation or construction of, real or tangible personal property;
- g. Soliciting, negotiating, or approving franchise, license, or other similar agreements;
- h. Collecting current or delinquent accounts;
- i. Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials;
- j. Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property;
- k. Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, and veterinarians;
- l. Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings;
- m. Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the city, acting on its behalf, or for customers or potential customers;
- n. Investigating, resolving, or otherwise assisting in resolving customer complaints;
- o. In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place; and
- p. Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf;

4. If a person, or its employee, agent, representative, independent contractor, broker or another, acting on the person's behalf, engages in no other activities in or with the city but the following, it need not register and obtain a business license under this chapter, and shall not meet the definition of "engaging in business" defined above:

- a. Meeting with suppliers of goods and services as a customer;
- b. Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions;
- c. Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any member of a board of directors or attendee engaging in business, such as a member of a board of directors who attends the board meeting;
- d. Renting tangible or intangible property as a customer when the property is not used in the city;
- e. Attending, but not participating in, a "trade show" or "multiple vendor events." Persons participating at a trade show shall review the city's trade show or multiple vendor event ordinances;
- f. Conducting advertising through the mail; and
- g. Soliciting sales by phone from a location outside the city;

5. A seller located outside the city merely delivering goods into the city by means of common carrier is not required to register and obtain a business license under this chapter, provided that it engages in no other business activities in the city. Such activities do not include those in subsection (4) of this definition; and

6. The city expressly intends that "engaging in business" includes any activity sufficient to establish nexus for purposes of applying the tax under the law and the constitutions of the United States and the state of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus-generating contact or subsequent contacts.

"License" means and includes the word permit.

"Licensee" means the holder of any license issued in accordance with the provisions of this chapter.

"Person" means any individual, partnership, firm, company, society, association, club or other group or organization acting by themselves or by a servant, agent or employee.

"Premises" means all lands, structures and places, and also any personal property which is either fixed to or is otherwise used in connection with any such business conducted on such premises.

"Year" means a calendar year.

## **2.58.025 Exemptions.**

To the extent set forth in this section, the following persons and businesses are exempt from either the registration, license and/or license fee requirements as outlined in this chapter:

A. Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than \$2,000 and who does not maintain a place of business within the city is exempt from the general business license requirements in this chapter. The exemption does not apply to regulatory license requirements or activities that require a specialized permit;

B. Minors engaged in babysitting, delivery of newspapers, lawn mowing, car washing, and similar activities;

C. Any instrumentality of the United States, state of Washington, or any political subdivision thereof, with respect to the exercise of governmental functions;

D. All special event organizers or vendors operating at any authorized special event so long as each vendor is registered with the event coordinator and has a valid state business license;

E. Nonprofit organizations, including but not limited to religious, civic, charitable, benevolent, nonprofit, and cultural or youth organizations are required to obtain a city business license but are exempt from paying the city's licensing fees;

F. Any farmer, gardener, or other person who sells, delivers or peddles any fruits, vegetables, berries or any farm produce or edibles raised, gathered, or produced by such person within the state;

G. Any individual in possession of a valid direct retail endorsement, as established in RCW 77.65.510, to sell, deliver, or peddle any legally harvested retail-eligible species, , that is caught, harvested, or collected under rule of the department of fish and wildlife by such a person at a "temporary food service establishment", as that term is defined in RCW 69.06.045;

H. Businesses subject to the city's utility tax as set forth in Chapter 5.08 BDMC; and

I. Businesses exempt from local business licensing requirements under state or federal law.

## **2.58.030 Eligibility for license.**

A. No person shall be eligible for a city business license, and no business license shall be issued or renewed, if any of the following conditions apply:

1. The applicant is under the age of eighteen;
2. The type of business to be conducted under the license is prohibited by zoning or other regulations from being conducted at the location indicated on the license application;
3. The applicant knowingly provided false or materially misleading information on the business license application or during the application process;
4. The applicant is not eligible under any other statute, law, ordinance, or regulation to be licensed to conduct the type of business for which the city license would be issued;
5. At the time of making the application, the applicant's eligibility for the type of license sought is revoked or suspended pursuant to this chapter;
6. The applicant, or a business within the city which is owned in whole or part by the applicant, owes to the city any unpaid license fees and/or unpaid fines imposed for violations of this chapter;
7. The business activities, or proposed business activities, to be licensed violate or are not in compliance with state, federal or local laws;
8. The business activities, or proposed business activities, to be licensed are injurious to the public health or safety; or
9. The business activities, or proposed business activities, to be licensed constitute a public nuisance.

#### **2.58.040 Application procedure—Issuance—Term of license—Renewal—Replacement.**

A. Application.

1. Every person required to obtain a license under the provisions of this chapter shall submit an application for such license to the Business Licensing Service. The applicant is required to provide all information requested on said business licensing form, and failure to do so shall be grounds for refusing to issue the business license. Applications for business licenses shall be processed as Type 1 actions pursuant to BDMC 18.08.040.
2. If an applicant is a partnership, the application must be made by one of the partners; if a corporation, by one of the officers thereof; and if a foreign corporation, partnership or nonresident individual, by the resident agent or local manager of the corporation, partnership or individual.

B. Issuance.

1. The city's director of community development, upon receipt of a complete application from the Business Licensing Service, including required fees, shall cause an investigation and review of the application to be made by the proper city officials, and shall either issue or refuse to issue the license within thirty days of the date of filing the application.
2. If an application is refused, the reason for refusal shall be set forth in writing to the applicant. The applicant may appeal such refusal consistent with BDMC 2.58.100.
3. No license issued under this chapter is transferable or assignable except as provided in BDMC 2.58.080(B).

C. Term of License. A business license required to be obtained pursuant to this chapter shall be issued or renewed for a twelve-month period commencing as of the date of application filing and shall expire on the last date of the twelfth month thereafter.

D. Renewal. Renewals shall be handled by the Business Licensing Service in coordination with the city. Renewal shall require payment of all license fees due for that renewal. Upon payment of all applicable fees or charges and verification by the applicant that the information on the renewal license is correct, the business license shall be renewed for the new twelve-month period, subject to the following conditions:

1. Failure to renew a license on or before the expiration date established by the Business Licensing Service may result in the charge of a delinquent renewal penalty as authorized in RCW 19.02.085;
2. Failure to renew a license on or before the 120 days after the expiration date established by the Business Licensing Service may result in cancellation of the license and may require the filing of a new application, payment of all appropriate fees, and reapproval by the city in order to continue conducting business in the city; and
3. A license shall not be renewed if, at the time of submitting the application, the license sought to be renewed is revoked or suspended pursuant to this chapter.

## **2.58.050 License fees.**

A. Application and renewal fees for a city business license shall be based on the current fee schedule adopted by the city. The renewal fee may be prorated to accommodate the license term established under BDMC 2.58.040. The city's license fees are in addition to any other license or handling fee collected by the Business Licensing Service. The license fees established by this section do not apply to the exempt persons or entities in BDMC 2.58.025.

## **2.58.060 Separate license required for each business location— Display of license.**

A. Unless otherwise specifically provided herein, no license issued under this chapter shall entitle the license holder to maintain or conduct the business for which the license was issued at any other place or location than that stated in such license. If the place of business is changed from one location to another, the licensee shall return the license to the clerk, and a new license shall be issued for the new place of business, for a fee pursuant to the adopted fee schedule.

B. A separate license is required for each branch establishment or location in the city where business is conducted or engaged in, as if such branch establishment or location were a separate business; provided, no separate license fee shall be imposed to obtain the license for such branch establishment or location.

C. A person engaging in two or more businesses at the same location shall be required to obtain separate licenses for each business.

D. All licenses issued pursuant to this chapter shall at all times be posted in a conspicuous place at the location of the business; provided, when the licensee has no established place of business and goes from place to place, then such license must be carried on the person of such licensee while actually engaged in the licensed business.

## **2.58.070 Home occupation business.**

A. A business owner intending to conduct business from a residence located within the city must sign an acknowledgement of compliance with the Home Occupation Standards set forth in BDMC Chapter 18.54. The acknowledgement must be filed directly with the city on a form provided by the city, separate from the Washington State Business License Application submitted to the Business License Service, and must be received by the city before the business license application can be approved.

## **2.58.080 Change in ownership or death of licensee.**

A. Change in Ownership. Upon sale or transfer of any business licensed by this chapter, the license issued to the prior owner or transferor shall automatically expire on the date of such sale or transfer and the new owner intending to continue such business in the city shall apply for a new business license pursuant to the procedures established by this chapter.

B. Death of Licensee. Should a license holder become deceased before expiration of the license, his or her duly appointed administrator or executor may continue to engage in business under the existing license until the license expires.

## **2.58.090 Enforcement.**

A. It is unlawful for any person, either directly or indirectly, to conduct any business for which a license is required without a license being first procured and kept in effect at all such times as required by this chapter.

B. The director of community development, or his or her designee, shall have the power and authority to suspend or revoke any license issued under the provisions of this chapter. Notice of such revocation or suspension shall be in writing and shall inform the licensee of the grounds for said suspension or revocation, the length of the suspension or revocation, and the date such suspension or revocation shall begin and end. The notice shall also inform the licensee of the right to appeal, the deadline for filing such an appeal, and that failure to file a timely appeal shall waive all appeal rights. Notice shall be served upon the licensee by one of the methods described in BDMC 2.58.110. Unless an appeal is timely filed as provided in BDMC 2.58.100, the suspension or revocation of a business license shall take effect on the eleventh day after receipt of a notice of suspension or revocation, provided that a refusal to issue a license is effective immediately.

## **2.58.100 Grounds for revocation, suspension or denial.**

A. In accordance with BDMC 2.58.090(B), the director of community development may revoke, suspend, or deny any business license issued under the provisions of this chapter on any one or more of the following grounds:

1. The license was procured by fraud or by false representation of fact;
2. The licensee has violated or failed to comply with any of the provisions of this chapter;
3. Applicant or licensee makes a misrepresentation or fails to disclose a material fact to the city related to any of the obligations set forth in this chapter; or
4. The licensee, or licensee's employees or agents, have engaged in, have permitted or have acquiesced in unlawful drug activity on the business premises. For purposes of this section, the term "permitted" shall mean, in addition to its ordinary meaning, that licensee has actual or constructive knowledge of the circumstances which would foreseeably lead to the unlawful drug activity. "Unlawful drug activity" means, manufacturing, delivering, selling, storing, or giving away any controlled substance, as defined in the Washington Uniform Controlled Substances Act (RCW CH. 69.50) or the Federal Controlled Substances Act (21 U.S.C. § 801 et seq.), in violation of state, federal or local law.
5. The licensee's continued conduct of the business for which the license was issued will result in a substantial threat to the public health, safety or welfare by reason of any of the following:

- a. The licensee, his employees or agents acting within the scope of their employment have been convicted of a crime which bears a direct relationship to the conduct of the business for which the license has been issued;
- b. The licensee, or his agents or employees while acting within the scope of their employment, have, in the conduct of the business for which the license has been issued, violated a law or ordinance relating to the public health, welfare or safety after receiving warning from the city;
- c. The conduct of the business for which the license was issued has resulted in the creation of a public nuisance, as defined by the Black Diamond Municipal Code or by state law;
- d. Is in violation of a zoning regulation of the city; or
- e. Is indebted or obligated to the city for past due fees or taxes, excluding special assessments such as local improvement district assessments.

## **2.58.110 Appeal of suspension, revocation or denial.**

### **A. Request for Appeal—Scheduling of Hearing.**

1. A licensee wishing to appeal a notice of suspension, revocation, or denial must file a written request to appeal along with an appeal filing fee with the community development department. Such requests must be received by the city or be postmarked no later than fourteen days after the date the notice of suspension or revocation was mailed to the licensee. Telephone, facsimile, or email requests shall not satisfy the requirements of this section. Failure to follow the appeal procedures in this section shall preclude the licensee's right to appeal. In addition to the appeal fee, the appellant shall be responsible for hearing examiner costs associated with the appeal. The request to appeal must be in writing, include the required appeal fee, and must contain the following:

- a. The name and address of the appellant;
- b. A statement identifying the determination of the clerk from which the appeal is taken;
- c. A statement setting forth the grounds upon which the appeal is taken and identifying specific errors the clerk is alleged to have made in making the determination; and
- d. A statement identifying the requested relief from the determination being appealed.

2. The director of community development shall set a date for a hearing before the city hearing examiner, which date shall be at least fourteen but not more than thirty days from the date the appeal is filed, provided, the hearing date may

be rescheduled and additional time allowed upon request of a party or the hearing examiner for good cause shown or upon mutual agreement of the licensee and the city. At least ten days before said hearing, the city clerk shall cause licensee to be served with notice of the hearing as provided in BDMC 2.58.120. The notice shall set forth the date, time and place of the hearing.

B. Failure to Appear—Default Judgment. Failure of licensee to appear for the scheduled hearing after notice of the hearing has been served upon licensee in the manner provided for in this chapter shall result in a default judgment being entered by hearing examiner in favor of the city, affirming the original suspension or revocation action taken by the clerk and declaring the license revoked or suspended. All costs of the hearing not previously collected shall be assessed by hearing examiner against licensee as part of the default decision.

C. Hearing Procedure—Decision.

1. Except as specifically supplemented by this chapter, the hearing shall be conducted according to Chapter 2.30 of the Black Diamond Municipal Code.

2. Within ten days of the conclusion of the hearing, the hearing examiner shall enter written findings of fact and conclusions of law and shall affirm, modify or reverse the suspension, revocation, or denial of the license. The decision of the hearing examiner may impose any reasonable terms as a requirement for continuance of the license. A copy of the hearing examiner's decision shall be mailed to the clerk and the appellant.

D. License in Effect Pending Hearing Decision. When a suspension or revocation has been properly appealed, the license shall remain in effect pending the hearing examiner's decision. Any interest and/or penalties, however, shall continue to accrue on all unpaid amounts, notwithstanding the fact that an appeal has been filed.

E. Burden of Proof. The appellant shall have the burden of proving by a preponderance of the evidence that the determination of the clerk is erroneous.

F. A writ of review regarding the decision of the hearing examiner may be sought from King County superior court by the appellant or by the city. A proper request for a writ of review must be filed with the superior court within twenty calendar days following the date that the decision of the hearing examiner was mailed to the parties. Review by the superior court shall be on, and shall be limited to, the record on appeal created before the hearing examiner. Filing with the court does not automatically stay the effect of the city's decision.

G. License must be surrendered upon decision to suspend or revoke. If the hearing examiner's decision is to suspend or revoke the license, the licensee shall immediately surrender the license to the clerk on the next business day following receipt of the notice of the hearing examiner's or within five days of the date the decision is mailed to the appellant, whichever occurs first.

H. The licensee will be required to pay any costs related to the preparation for and the conducting of a public hearing. Any public hearing fee due, but unpaid within sixty days from the close of hearing, may be assigned to a collection agency as allowed by law.

## **2.58.120 Service of notice.**

Any notices required by this chapter shall be served upon a party by personal service or sent by both regular first class mail and certified mail, return receipt requested, to the address of the licensee or applicant as shown on the last business license, or if no such license or address is available, as shown in the other records of the city, or if no such address is shown, to such address as the clerk is able to ascertain by reasonable effort, or by posting at the location of the business if service by registered mail and two attempts at personal service have failed. Upon a showing by the city that notice has been attempted as provided for in this section, failure of the licensee or applicant to receive such notice shall not release the licensee or applicant from any fees or penalties that result, nor shall such failure extend any time limit set by the provisions of this chapter.

## **2.58.130 Violations—Penalties.**

A. Any person who operates a business in the City of Black Diamond without a valid business license shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine in any sum not exceeding one thousand dollars or by imprisonment in jail for a period not exceeding ninety days, or both such fine and imprisonment.

B. Civil Penalties. Any person who fails to comply with the provisions of this chapter is, in addition to any criminal penalties, subject to a maximum civil penalty of two hundred fifty dollars for each day or portion of the day that the violation continues.

C. Other Legal Remedies. Nothing in this chapter limits the right of the city to pursue other lawful, criminal, civil or equitable remedies to abate, discontinue, correct or discourage unlawful acts under or in violation of this chapter.

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>Ordinance amending the 2018 Budget Ordinance 17-1097 to add excess revenues and Grants received during 2018 and their related expenditures in excess of estimates.</b>	<b>Agenda Date:</b> <b>December 6, 2018</b> <b>AB18-113</b>	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	<b>X</b>
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	
Cost Impact (see also Fiscal Note): \$	Court – Stephanie Metcalf	
Fund Source: --		
Timeline:		
<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; Detailed Budget Adjustment summary</b>		
<b>SUMMARY STATEMENT:</b>  <p>Washington State Law RCW 35A.120 allows budget amendments for funds or Grants received in excess of estimates during the fiscal year. The 2018 Budget Amendment ordinance needs to be approved to cover the additional Operating Revenues and expenditures before December 31, 2018</p> <p>The 2018 Budget Ordinance Amendment totals \$670,356. Most of the Ordinance is for Capital Projects or Grants received during 2018 that exceed the previous estimates. \$202,213 of the total was for Grants received, primarily Public Works TIB Grants and their match with several smaller grants or Other miscellaneous Grants including the Federal Marine grant, K/C Recycling Grant, Statea Archives Records Grant, and Shoreline Master Program Grant approved in 2018.</p> <p>The growth activity required modest budget adjustments for the Street, Water, Sewer and Stormwater operating funds which received additional revenues and added expenditures, especially the additional Irrigation and water meters revenue and expenditures. Also included is the carry-over of the exiting Roberts Drive Design Revenue and Expenditure for 2018.</p> <p><b>FISCAL NOTE (Finance Department):</b> The \$670,356 2017 Budget Amendment Ordinance needs to be adopted before 12/31/2017 to cover the unanticipated Revenues and Expenditures for 2017.</p>		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> The Finance Committee review the 2018 Budget amendment Ordinance at their November 29, 2018 committee meeting and recommended forwarding to council.		
<b>RECOMMENDED ACTION: MOTION to approve an Ordinance No. 18-1112 adopting the 2018 Budget Amendment.</b>		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 6, 2018		

**ORDINANCE NO. 18-1112**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AMENDING THE BUDGET FOR CALENDAR YEAR 2018 AS ADOPTED BY ORDINANCE 17-1097 for MEANS OF APPROPRIATIONS, ADJUSTMENTS AND TRANSFERS WITHIN VARIOUS FUNDS IN ACCOUNTS IN THE 2018 BUDGET**

**WHEREAS**, RCW 35A.33.120(4) allows budget amendments to be authorized by ordinance for funds received in excess of estimated Revenues during the fiscal year if those amounts exceed the amounts set forth in Ordinance No. 17-1097; and

**WHEREAS**, it is necessary to adjust those accounts and/or funds by means of appropriation adjustments and transfers for the 2018 Budget;

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

**Section 1.** Section 3 of Ordinance 18-1097 is hereby amended with the following additions:

<b>Fund</b>	<b>Name</b>	<b>Revenue</b>	<b>Expenditures</b>
Fund 001	General Fund	117,813	117,813
Fund 101	Street Fund	13,820	13,820
Fund 401	Water Fund	152,323	152,323
Fund 407	Sewer Fund	26,000	26,000
Fund 310	Gen Govt Captial Fund	18,800	18,800
Fund 320	Street & PW Fund	331,600	331,600
Fund 510	Internal Service Fund	10,000	10,000
		<b>\$ 670,356</b>	<b>\$ 670,356</b>

**Section 2.** This Ordinance shall be in full force and effect five days after its passage, approval, posting and publication in summary form as provided by law.

Introduced on 6th day of December 2018.

Passed by a majority of the City Council at a Regular Council meeting held on the 6<sup>th</sup> day of December 2018.

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Mayor Carol Benson

Attest:

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Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

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David Linehan, City Attorney

Published

Posted:

Effective Date:

*City of Black Diamond, Washington*

## 2018 Budget Worksheet

### A. Estimated Expenditures by Fund

Fund #	Fund Title	Ordinance	C/O Capt Prj	Ordinance	Total Adj. Budget
		17-1097	RCW 35A.150	18-1112	
		Budget	2018 Carry-over Capt prj.	Dec Budget Adjustment	
		2018			2018
Fund 001	General Fund	7,514,474		117,813	7,632,287
Fund 101	Street Fund	402,575		13,820	416,395
Fund 107	Fire Impact Fee Fund	476,270			476,270
Fund 108	Trans. Benefit District Fund	125,717			125,717
Fund 109	Traffic Mitigation Fees Fund	234,640			234,640
Fund 401	Water Fund	4,058,748	98,972	152,323	4,310,043
Fund 407	Sewer Fund	1,651,880	11,890	26,000	1,689,770
Fund 410	Stormwater Fund	1,535,674	56,159		1,591,833
Fund 310	Gen Govt Captial Fund	1,122,289	145,868	18,800	1,286,957
Fund 320	Street & PW Fund	748,230	179,335	331,600	1,259,165
Fund 510	Internal Service Fund	357,930	26,681	10,000	394,611
		\$ 18,228,427	\$ 518,905	\$ 670,356	\$ 19,417,688

# Budget Change Detail Worksheet -December 2018

				REVENUE	EXPENSES	Approved Resolution
				Rev Bud Change	Exp Bud Change	
1	General Fund					
2	Police- Traffic School Fee	75,000				
3	Police- Transfer for Police Vehicle replacement		50,000			18-1262
4	Police Jail Costs		25,000			18-1254
5	Police Fed Marine Grant from 11,500 to 13,313	1,813				18-1238
6	Police Marine Grant exp		1,813			18-1238
7						
8						
9	Community Development Permit Fees	35,000				18-1268
10	Bldg Official Vehicle		35,000			18-1268
11						
12	K/C Recycling Grants from 10,000 to \$16,000	6,000				17-1153 & 4
13	Recycleing Expense		6,000			17-1153 & 4
14	Total General Fund Bud Adj	117,813	117,813			
15						
16	Gen Gov't Capt/Reet I Fund					
17	State Archives Records Grant	8,800				18-1276
18	Archives Staff & Supplies		8,800			18-1276
19						
20	DOE-Shoreline Master Prg Grant	10,000				18-1265
21	Shoreline Master Prg Expense		10,000			18-1246
22	Total Gen Gov't Capt/REET I Bud Adj	18,800	18,800			
23						
24	Public Works Capital Projects					
25	TIB Grant & Match-PW 224th Patching	41,900				18-1216
26	TIB PW Street 224th Patching exp.		41,900			18-1216
27						
28	TIB Grant & Match -224th Chip Seal	97,900				18-1216
29	TIB PW Street 224th Chip Seal Exp.		97,900			18-1216
30						
31	TIB Grant & match-224th ST Misc Costs	7,800				18-1216
32	TIB PW Street 224th Misc Costs		7,800			18-1216
33						
34	P/w Beg C& I balance for Roberts Drive	33,707				
35	P/W trf from Grant Mtc & Misc PW prjs.	116,293				
36	Roberts Dr. improvement design Exp		150,000			
37						

# Budget Change Detail Worksheet -December 2018

				REVENUE	EXPENSES	Approved Resolution
				Rev Bud Change	Exp Bud Change	
38	Grant matching Funds		34,000			18-1216
39	Roberts Shoulder Project				34,000	18-1216
40	Total Public Works Capital Budget		331,600		331,600	
41						
42	Street Fund					
43	Beg Fund Cash & Investment		13,820			
44	Roadside Mtc and Tree removal				7,000	
45	Prof Transportation Service				6,820	
46	Total Street Fund Bud Adj		13,820		13,820	
47						
48	Water Fund					
49	Water sales from Irrigation fees		75,000			
50	Irrigation & Water Meter Exp				50,000	
51	State and City Util Tax				25,000	
52						
53	Water Telemetry Project-trf fr wtr Res		77,323			18-1266
54	Water Telemetry Project-Expenditures				77,323	18-1266
55	Total Water Fund Bud adj		152,323		152,323	
56						
57	Sewer Fund					
58	Excess Sewer Revenue		26,000			
59	Metro K/C Expense				15,000	
60	State and City Util Tax				8,000	
61	Unanticipated Sewer Supplies & Exp				3,000	
62	Total Sewer Fund Bud Adj		26,000		26,000	
63						
64						
65						
66	Total Sewer Capt & Res Fund Bud Adj		0		0	
67						
68	Stormwater Operating & Capital Fund					
69	Stormwater Permitting/Insp. Revenue		10,000			
70	DOE & Misc Stormwter Exp				10,000	
71						
72	Total Stormwtr Op & Capt Fund Budget Adj		10,000		10,000	
73						
74	Total Budget Change		670,356		670,356	

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> Adopt a Stormwater rate increase from \$16.00 to \$19.00 per Equivalent Residential Unit (ERU) per month effective January 1, 2019 and approve an Annual CPI-U inflationary rate increase beginning in 2020 and beyond.	<b>Agenda Date:</b> December 6, 2018 <b>AB18-114</b>	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	X
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	
Cost Impact (see also Fiscal Note):	Court – Stephanie Metcalf	
Fund Source: --Stormwater Utility Fund		
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; Financial Analysis</b>		
<p>SUMMARY STATEMENT: A work-study meeting and a Public Hearing were held on November 15, 2018 to review the recommended Stormwater rate increase of \$3.00 a month from \$16.00 to \$19.00 per month per Equivalent Residential Unit (ERU) effective January 1, 2019. This rate will affect all residential and business customers based on the ERU units. Qualifies residential customers will see an increase from \$8.00 per ERU to \$9.50 per ERU.</p> <p>The last time the Stormwater rates were increased to \$16.00 Per ERU was in 2014, The financial consultant computer model at that time showed that the rates needed to be increased to \$20.00 per ERU, but that never happen as it was thought that the Master Plan development growth was just around the corner.</p> <p>Several detailed Financial Cash-flow projections for 2018 and 2019 at the current rate, shows the operating cash position may be completely at a deficit by the end of 2019 without a rate increase. It is urgent that we correct the Stormwater rates to cover the cost of Operations.</p> <p>Mr. Ashley Emery of Peninsula Financial Consulting was hired to update the financial computer models that he has created when we increased the rates in 2013 and 2014. A workstudy Council meeting was held on November 15, 2018 where the Finance Director, Public Works and Mr. Emery reviewed the Financial Analysis and the impact different growth scenarios and the long-term impact on the Stormwater Rates</p> <p>A two-pronged approach is recommended, with a 2019 ERU rate increase of \$3.00 a month from \$16.00 to \$19.00 per month per ERU beginning January 1, 2019. The second tier is to include an annual CPI-U inflationary rate increase beginning in 2020 and beyond. This is like the annual inflationary rate increase that the City share of the Sewer rate has in place. This will help insure that rates increase more slowly over time to keep up with inflationary costs.</p>		

Council has the responsibility to ensure that Utility Fund has adequate rates in place to cover the cost of Operating, Capital and possible future debt costs. Currently, we are just requesting a 2019 rate increase to cover the Stormwater Operating costs.

FISCAL NOTE (Finance Department): A 2019 Stormwater rate increase is essential to provide Operating revenue and cash for 2019 and beyond.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Finance Committee reviewed the Proposed Stormwater rated increase and recommended forwarding to the full council.

RECOMMENDED ACTION: **MOTION to adopt Ordinance No. 18-1113, regarding a Stormwater rate increase of \$3.00 per month from \$16.00 to \$19.00 per month per Equivalent Residential Unit effective January 1, 2019 and approve an annual CPI-U inflationary rate increase effective January 2020 and beyond.**

#### RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 6, 2018		

# **CITY OF BLACK DIAMOND WASHINGTON**

## **ORDINANCE NO. 18-1113**

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**AN ORDINANCE OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON; RELATING TO STORMWATER UTILITY RATES; AMENDING SECTION 14.02.110 OF THE BLACK DIAMOND MUNICIPAL CODE; IMPLEMENTING A MONTHLY RATE INCREASE OF THREE DOLLARS PER ERU IN 2019 AND ADDING A CPI-U INFLATIONARY INCREASE IN 2020 AND BEYOND; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE**

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**WHEREAS**, the City of Black Diamond is a municipal corporation operating under the laws of the state of Washington as a code city pursuant to Chapter 35A of the Revised Code of Washington; and

**WHEREAS**, as a code city, the legislative body of the City of Black Diamond is vested with all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law; and

**WHEREAS**, RCW Ch. 35.92 and Ch. 35.67 authorizes the City of Black Diamond to construct, condemn and purchase, acquire, add to, alter, maintain, and operate storm and surface water sewerage systems, and establish the rates therefore; and

**WHEREAS**, in 2018 the City contracted with Mr. Ashley Emery, Peninsula Financial Consulting, to up-date his computerized Stormwater Rate Analysis of the Stormwater Utility utilizing Black Diamond historical financial data, local Consumer Price Index data and various rates of growth over the next six years. The Financial analysis and computerized analysis were presented to Council at a November 15, 2018 Council workstudy meeting for the purpose of (a) identifying current and projected stormwater utility Maintenance, Operation and Capital costs and the rates needed to ensure that the City can continue providing adequate stormwater utility service throughout the City and meet its statutory and contractual obligations related thereto, and (b) identifying stormwater utility rates that will adequately fund such existing and projected costs; and

**WHEREAS**, Mr. Emery, in a previous 2013 rate analysis, had projected that the Stormwater rates should increase from \$16.00 to \$20.00 in 2015, however, the City postponed that rate increase from year to year as the Master Plan Development was expected to add growth each of the last four

years. This projected growth has finally begun in 2018, but the rate increase delay caused the need for an immediate rate increase effective January 1, 2019 to generate enough revenue to sustain a self-supporting and financially viable stormwater utility; and

**WHEREAS,** the financial data provided by the Finance Director and Mr. Emery's rate analysis recommend that the Stormwater rate needs to increase from \$16.00 per month to \$19.00 per month per Equivalent Residential Unit (ERU) effective January 1, 2019. Qualifying Lifeline residential users will see their rates increase from \$8.00 per month to \$9.50 per month per ESU; and

**WHEREAS,** in addition, the stormwater utility needs a yearly rate increase of the CPI-U annual adjustment effective January 1, 2020 and beyond. This inflationary increase will help ensure that revenues keep pace with the inflationary costs over time and help off-set the need for a future larger rate increase; and

**WHEREAS,** on December 3, 2018, the City Council held a public hearing on the Stormwater rate increase.

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

**Section 1. Amendment of BDMC 14.02.110 (Service Rate Charges).** Section 14.02.110 of the Black Diamond Municipal Code is hereby amended (*amendments shown in legislative revision marks*) to read as follows:

**14.02.110 - Service charge rates.**

A. Service charges are hereby imposed on each parcel of real property within the city served by or to which is available for service the stormwater and surface water management utility.

B. The following service charge rate is hereby established for all parcels of real property in the city, subject to any credits as described in subsection (C), below:

1. Effective January 1, 2019, the service charge rate shall be nineteen dollars per ERU per month.

2. Effective January 1, 2020, an annual CPI-U inflationary adjustment shall be added each year for 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 charge decrease as a result of the CPI-U adjustment without separate and specific actions by the City Council. The CPI-U adjustment shall apply to the base Stormwater ERU rate and be rounded to the nearest fifty cents.

C. Credits. Where applicable, the following credits may be applied in calculating the service rate for a parcel of real property within the City of Black Diamond:

1. *Department of ecology permit credit.* Any customer within the City of Black Diamond that is required to obtain a general or individual wastewater permit from the Washington State Department of Ecology shall receive a credit, prorated monthly, in the amount paid each year for such permit toward the amount owed to the City of Black Diamond under this chapter. In order to qualify for this credit, the business must provide the city with a copy of the department of ecology permit and proof of payments along with a letter to the city utility clerk requesting the credit.

2. *Storm pond investment credit.* Any customer that is assessed a stormwater utility fee under Section 14.02.070.B.4 and that constructs and has approved by the city a storm water detention/retention facility shall be eligible for a credit toward the storm water utility rate for the site served by the facility, subject to the following:

(a) To qualify for a credit, the detention/retention pond and associated facilities must adequately perform storm water treatment functions through the use of such methods as oil/water separators, bioswales, wet ponds, cartridge filter systems, or other means. The city may revoke any credit granted under this section upon a determination that the facilities are out of compliance with this section.

(b) The owner of record must provide the city's public works department with a copy of the facility's "as built" plans, stamped and signed by the owner's engineer, to verify that the drainage system has adequate capacity to meet the design criteria for which the owner is requesting a credit. The engineer shall also provide a stamped and signed operations manual for the retention/detention pond. New capacity calculations, "as built" plans, and a new operations manual shall be provided to the city if the retention/detention pond is increased or decreased in size.

(c) Annually by January 1 of the year preceeding the year for which the credit is being requested, each owner of record shall provide a certified statement on a form provided by the city verifying that all required maintenance has been performed in accordance with the operations manual. Once every five years, the certified statement shall be stamped and signed by the owner's engineer.

(d) The owner of record shall provide the city with a "hold harmless" statement on a form provided by the city that indemnifies the city from any loss arising from the construction and maintenance and operation of the retention/detention pond and associated private drainage facilities for

both the quantity and quality of water runoff from the owner's property. This statement shall be signed by the owner and will be recorded with the county auditor by the owner of record. The owner of record shall provide a copy to the city showing the county auditor's recording number stamped on it before the credit will be given by the city.

(e) Each owner of record must enter into an agreement that allows the city to enter upon the owner's property to inspect the retention/detention pond and associated drainage facilities and verify all information submitted by the owner and his or her engineer. The agreement shall be on a form provided by the city and shall be recorded with the county auditor by the owner. The owner shall provide a copy to the city showing the county auditor's recording number stamped on it before the credit will be given by the city.

(f) Credit shall be given as follows:

(1) *Retention facilities:*

- a. One hundred-year storage: Eighty-five percent credit.
- b. Fifty-year storage: Forty percent credit.
- c. Twenty-five-year storage: Twenty percent credit.
- d. Ten-year storage: Ten percent credit.

(2) *Detention facilities:*

- a. One hundred-year storage facility with release rate of fifty percent of the predevelopment discharge rate for a two-year storm: Eighty-five percent credit.
- b. Fifty-year storage facility with release rate of fifty percent of the predevelopment discharge rate for a two-year storm: Forty percent credit.
- c. Twenty-five-year storage facility with release rate of fifty percent of the predevelopment discharge rate for a two-year storm: Twenty percent credit.
- d. Ten-year storage facility with release rate of fifty percent of the predevelopment discharge rate for a two-year storm: Ten percent credit.

**Section 2. Effective Date.** This Ordinance shall be in full force and effect five days after its passage, approval, posting and publication as provided by law. A summary of this Ordinance may be published in lieu of publishing the ordinance in its entirety.

**Section 3. Severability.** If any provision of this ordinance, or ordinance modified by it is determined to be invalid or unenforceable for any reason, the remaining provision of this ordinance and ordinances and/or resolutions modified by it shall remain in force and effect.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE \_\_\_\_TH DAY OF \_\_\_\_\_, 2018.

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

tested:

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

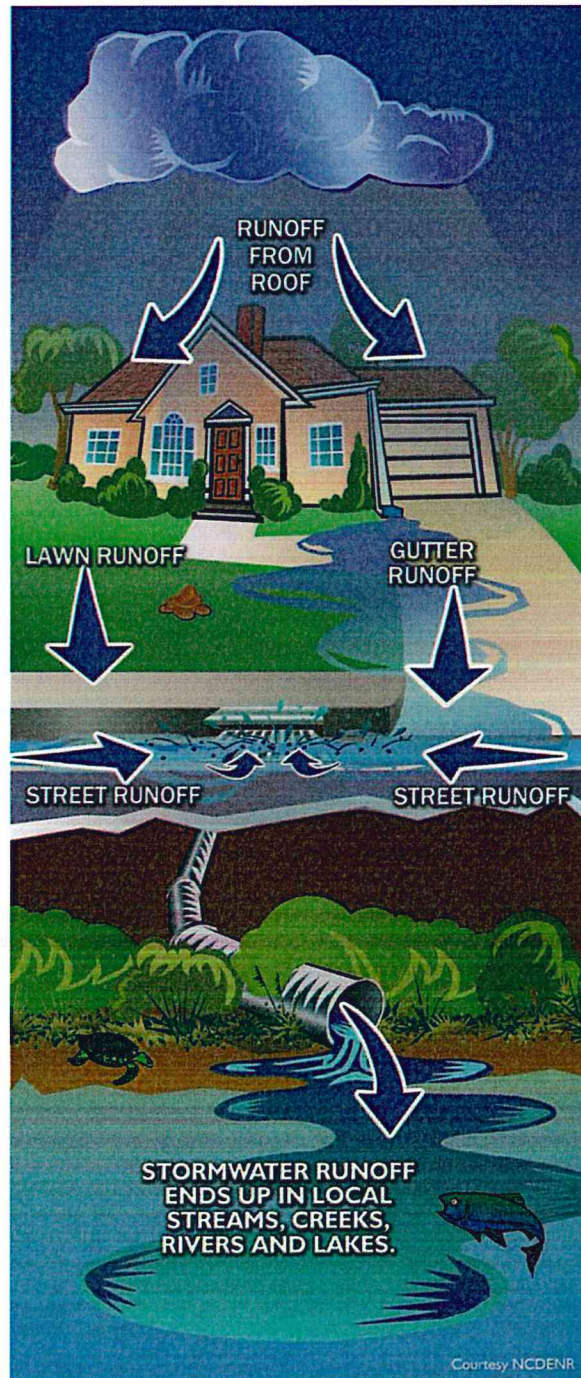
APPROVED AS TO FORM:

\_\_\_\_\_  
David Linehan  
Kenyon Disend, PLLC  
City Attorney

Published: \_\_\_\_\_  
Posted: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

City of Black Diamond

# Stormwater Rate Analysis



November 15, 2018

## Table of Contents

Memo and Overview .....	1
What is the Stormwater Utility? .....	2
Exhibit A, B & C .....	4
Black Diamond Stormwater Rate Comparisons.....	7
Other Cities Rate Comparisons .....	8
2013 Cash Flow Plan (\$20 rate by 2015) .....	9



## CITY OF BLACK DIAMOND STORMWATER UTILITY RATES

To: Councilmembers

Subject: Stormwater Utility Rates for 2019

Date: November 15, 2018

During the 2019 Budget development and presentations to Council, it became evident that the 2019 rates for the City Stormwater Utility Fund were not currently enough to provide the revenue needed to cover operating expenditures.

After a monthly analysis, the details show that operating expenditures exceed total Revenue for 2019 by \$82,921 without a rate increase (see Exhibit A). The monthly cash flow also shows a monthly negative cash balance in ten of the twelve months of next year.

The current rates of \$16.00 per unit or ESU have been in place since 2014. The last rate study showed that rates should go to \$20.00 per unit in 2015, but that increase did not happen as each year it was thought that growth was right around the corner. Now it is urgent we increase rates for 2019 to cover the cost of operating and provide adequate cash-flow for the Stormwater Utility Fund.

Black Diamond bills the Residential \$16.00 a month rates through King County's Property Tax Billing system to save cost of staff time billing, stuffing and mailing approximately 1,500 stormwater bills per month. This also saves time of not receipting 1,500 individual payments per month. King County, however needs to know the Black Diamond Stormwater Rates for 2019 by December 13, 2018 and needs the supporting ordinance.

The consultant that completed the last Stormwater rate analysis, Mr. Ashley Emery of Peninsula Financial Consulting has been hired to update and present his computerized rate analysis models. He will present several models that will show the future effect different growth rates will have on the Stormwater cash balances at the November 15, 2018 Council Workstudy meeting.

A 2019 proposed rate increase of \$3.00 per month is recommended which will increase the monthly \$16.00 rate to \$19.00 per month per ESU. Several financial worksheets are attached showing the current cash deficit and urgent need for a 2019 Stormwater rate increase. By also including a second 2020 and beyond inflationary rate increase in the ordinance, future revenue will be able to keep pace with stormwater expenses. Council has the responsibility to ensure rates in Utility Funds are adequate to cover the costs of Operations, Capital and Debt for each fund.

A Public Hearing is planned for December 3, 2018 and adoption of a rate increase Ordinance is planned for December 6, 2018.

CITY OF BLACK DIAMOND

## STORMWATER UTILITY

### ***What does the Stormwater Utility do and why?***

There are two main purposes of the Stormwater Utility.

- 1. Mitigate the water quality impact of urban living on local creeks, wetlands, and lakes.** When homes and businesses congregate in urban densities higher levels of pollutants impact our creeks, wetlands and lakes from vehicles, garbage, landscaping, chemicals we buy, pets, cleaning things and construction. The City has a State Department of Ecology permit to discharge stormwater into local lakes and streams. This permit has six areas of compliance activities to reduce this urban impact on our environment including:
  - Assess, monitor and report to DOE on the effectiveness of the Best Management Practices being applied by the city.
  - Provide public education and outreach
  - Provide for public input into the City's stormwater management Program each year.
  - Maintain an ongoing program to prevent, detect, characterize, trace and eliminate illicit connection and discharges into the city's storm water system.
  - Implement and enforce a program to reduce pollutants in stormwater runoff from construction and development

- Prevent and reduce pollutant runoff from municipal operations, including proper equipment washing, pond maintenance, street sweeping, proper storage of materials, and approximately 20 other best management practices.

*Each of these areas have multiple areas of expense and fees.*

## **2. Protect and Preserve the street system from the impacts of stormwater runoff.**

A major contributor to premature road failure is poor drainage. The City's maintenance activities in ditch cleaning, storm pipe cleaning, catch basin pumping, drainage way clearing, dealing with leaf and storm debris, replacing damaged or broken city storm pipes helps protect and preserve our streets and well as protect private property.

### ***How are Stormwater rates assessed?***

All residential customers share the cost of the utility budget on an equal fixed fee basis. Businesses are included on that equal share based on how large the business is comparing the amount of impervious surface for the business to the amount of impervious surface of a residential home. The City Council set the impervious surface for a typical residential home at 3000 square feet. In our code this is referred to as an Equivalent Surface Unit (ESU).

Since we all use the streets and are part of an urban environment, all citizens and businesses are part of the problem, but we are also a part of the corporate solution, actively contributing to minimizing our impact to our natural aquatic environment.

**City of Black Diamond  
Stormwater Rate Analysis**

**Exhibit A**

2018: Stormwater Revenue & Expenditures (Oct & on are estimated)								
Month	City Collected Revenue	King Co. Collected Revenue	Stormwater Permits	Grants & Deposits	Investment Interest	2018 Total Revenue	2018 Expenditures	Revenue Less Expenditures
Jan	9,015	480	35	-	193	9,723	27,379	(17,656)
Feb	7,203	2,016	698	-	135	10,052	30,537	(20,485)
Mar	7,792	8,179	315	-	160	16,445	29,566	(13,121)
Apr	9,183	103,544	1,358	3,467	141	117,694	45,652	72,042
May	6,368	25,434	1,561	-	153	33,516	35,468	(1,952)
Jun	7,474	1,728	3,820	-	240	13,263	43,932	(30,669)
Jul	7,586	816	-	2,886	245	11,533	28,375	(16,842)
Aug	7,338	1,008	1,737	4,000	247	14,330	34,996	(20,667)
Sep	8,595	3,606	6,482	-	170	18,853	31,709	(12,856)
Oct	8,494	102,406	487	-	179	111,566	34,179	77,386
Nov	8,834	20,832	-	18,647	200	48,513	34,179	14,334
Dec	9,090	480	1,000	-	200	10,770	34,179	(23,409)
Total	\$96,973	\$270,528	\$17,493	\$29,000	\$2,263	\$416,257	\$410,153	\$6,104

**2018**

**ASSUMPTIONS for 2019:**

1. 2019 Stormwater Budget with Current Rates
2. Estimated growth of 16 ESUs/Month

Effect of 2019 Stormwater Budget at Current Rates \$16									
2019	City Collected Revenue	King Co. Collected Revenue	Stormwater Permits	Grants & Deposits	Investment Interest	2019 Total Revenue	2019 Expenditures	Revenue Less Expenditures	Monthly Cash Balance
Beg Bal									\$80,000
Jan	7,266	524	487	-	193	8,471	39,615	(31,145)	48,855
Feb	7,522	2,202	487	-	135	10,346	39,615	(29,269)	19,586
Mar	7,778	8,933	629	-	160	17,501	39,615	(22,115)	(2,528)
Apr	8,034	113,097	487	-	141	121,760	39,615	82,144	79,616
May	8,290	27,781	487	-	153	36,711	39,615	(2,904)	76,712
Jun	8,546	1,887	1,358	-	240	12,032	39,615	(27,583)	49,128
Jul	8,802	891	487	-	245	10,425	42,615	(32,190)	16,939
Aug	9,058	1,101	487	-	247	10,893	42,615	(31,722)	(14,783)
Sep	9,314	3,938	1,358	-	170	14,781	42,615	(27,835)	(42,618)
Oct	9,570	111,854	487	-	200	122,111	42,615	79,496	36,878
Nov	9,826	22,754	487	-	200	33,267	42,615	(9,348)	27,530
Dec	10,082	524	1,358	-	200	12,165	42,615	(30,451)	(\$2,921)
Total	\$104,092	\$295,488	\$8,599	\$0	\$2,284	\$410,463	\$493,384	(\$82,921)	

\* Projected Ending Fund Balance in 2019 at Current Rates

**City of Black Diamond  
Stormwater Rate Analysis**

**Exhibit B**

**ASSUMPTIONS for 2019:**

1. 2019 Stormwater Budget with rate increase of 12.5%: **From \$16 to \$18**
2. Estimated growth of 16 ESUs/Month

Ending Cash Balance Effect of 2019 Stormwater Budget with 12.5% Increase in Rates									
2019 Months	City Collected Revenue	King Co. Collected Revenue	Stormwater Permits	Grants & Deposits	Investment Interest	2019 Total Revenue	2019 Expenditures	Revenue Less Expenditures	Monthly Cash Balance
Beg Bal									\$80,000
Jan	8,175	590	487	-	193	9,445	40,454	(31,010)	48,990
Feb	8,463	2,477	487	-	135	11,562	40,454	(28,893)	20,098
Mar	8,751	10,050	629	-	160	19,589	40,454	(20,865)	(767)
Apr	9,039	127,234	487	-	141	136,901	40,454	96,447	95,680
May	9,327	31,254	487	-	153	41,220	40,454	766	96,445
Jun	9,615	2,123	1,358	-	240	13,336	40,454	(27,118)	69,327
Jul	9,903	1,003	487	-	245	11,637	43,454	(31,817)	37,510
Aug	10,191	1,239	487	-	247	12,163	43,454	(31,291)	6,219
Sep	10,479	4,431	1,358	-	170	16,437	43,454	(27,017)	(20,798)
Oct	10,767	125,836	487	-	200	137,289	43,454	93,835	73,037
Nov	11,055	25,598	487	-	200	37,340	43,454	(6,114)	66,923
Dec	11,343	590	1,358	-	200	13,490	43,454	(29,964)	\$36,959
Total	\$117,104	\$332,424	\$8,599	\$0	\$2,284	\$460,411	\$503,452	(\$43,041)	

\* Projected Ending Fund Balance in 2019 with 12.5% increase in rates

**City of Black Diamond  
Stormwater Rate Analysis**

**Exhibit C**

**ASSUMPTIONS for 2019:**

1. 2019 Stormwater Budget with rate increase of 19%: From \$16 to \$19
2. Estimated growth of 16 ESUs/Month

Ending Cash Balance Effect of 2019 Stormwater Budget with 19% Increase in Rates									
2019 Months	City Collected Revenue	King Co. Collected Revenue	Stormwater Permits	Grants & Deposits	Investment Interest	2019 Total Revenue	2019 Expenditures	Revenue Less Expenditures	Monthly Cash Balance
Beg Bal									\$80,000
Jan	8,647	624	487	-	193	9,951	40,878	(30,927)	49,073
Feb	8,952	2,620	487	-	135	12,194	40,878	(28,684)	20,388
Mar	9,256	10,631	629	-	160	20,676	40,878	(20,203)	186
Apr	9,561	134,586	487	-	141	144,775	40,878	103,896	104,082
May	9,866	33,059	487	-	153	43,565	40,878	2,686	106,768
Jun	10,170	2,246	1,358	-	240	14,014	40,878	(26,864)	79,904
Jul	10,475	1,061	487	-	245	12,267	43,878	(31,611)	48,293
Aug	10,779	1,310	487	-	247	12,824	43,878	(31,055)	17,239
Sep	11,084	4,687	1,358	-	170	17,299	43,878	(26,579)	(9,341)
Oct	11,389	133,106	487	-	200	145,182	43,878	101,304	91,963
Nov	11,693	27,077	487	-	200	39,458	43,878	(4,421)	87,542
Dec	11,998	624	1,358	-	200	14,180	43,878	(29,698)	\$57,844
Total	\$123,870	\$351,631	\$8,599	\$0	\$2,284	\$486,384	\$508,540	(\$22,156)	

\* Projected Ending Fund Balance in 2019 with 19% increase in rates

## City of Black Diamond Stormwater Monthly Rate Comparison

	Estimated # 2019	Group	Billing thru	Monthly 2018	Monthly 2019	Monthly Increase
Regular Accounts	41	Lifeline	King County property tax collection, April and October	\$8.00	\$9.50	\$1.50
	1609	Residential & Small Business	King County property tax collection, April and October	\$16.00	\$19.00	\$3.00
Larger Lot Accounts	28	Small Business 1.5 - 4.0 ESUs	City Utility Billing Process	\$24.00 - \$64.00	\$28.50 - \$76.00	\$4.50 - \$12.00
	16	Business 4.5 - 9.5 ESUs	City Utility Billing Process	\$72.00 - \$152.00	\$85.50 - \$186.50	\$13.50 - \$28.50
	9	Business 10 - 22.5 ESUs	City Utility Billing Process	\$160.00 - \$360.00	\$190.00 - \$427.50	\$30.00 - \$67.50
	1	BD Elem.School 33.5 ESUs	City Utility Billing Process	\$536.00	\$637.00*	\$100.00
Special Accounts	100	New 2019 Homes	City Utility Billing 1st Year, to KC 2020	\$16.00	\$19.00	\$3.00
	24	Rainier View Senior Housing Lifeline	City Utility Billing Because of Turnover	\$8.00	\$9.50	\$1.50
	6	Rainier View Senior Housing Lifeline	City Utility Billing Because of Turnover	\$16.00	\$19.00	\$3.00
	3	Mobile Home Park and 2 Others	City Utility Billing	**		

\* Is eligible for a possible \$450 Storm Pond Discount

\*\* Mobile Home Park and a few other accounts have storm pond discounts and special unit charges

## 2018 Stormwater Rate Comparison to Other Cities

Jurisdiction	Residential rate
Kent	\$12.51
Covington	\$18.47
North Bend	\$12.36
Issaquah	\$15.91
Auburn	\$20.22
Maple Valley	\$9.93
Bellevue	\$28.45
Duvall	\$19.59
Redmond	\$16.56
Snohomish	\$14.68
Snoqualmie	\$20.45
<b><i>Proposed Black Diamond</i></b>	<b><i>\$19.00</i></b>

## 2013 Stormwater Rate Analysis: Rate Increase to \$20 in 2015

City of Black Diamond, Washington

No MPD Growth

Draft 6/3/2013

Stormwater Utility Fund

Five Year Cash Flow -One Scenario

Stormwater Fund	2013	2013	2014	2015	2016	2017	2018	2019
	Budget	Proposed	Budget	Budget	Budget	Budget	Budget	Budget
Possible Monthly Rates	14.00	14.00	15.00	20.00	20.00	20.00	20.00	20.00
Operating Begin Cash Bal	80,250	82,436	90,318	102,690	105,383	108,167	111,056	114,057
Capital & Reserve Cash Bal	1,750	(436)	6,481	(21,632)	5,617	24,403	34,348	35,261
Total Beg Cash & Inv.	82,000	82,000	96,779	81,058	109,106	128,726	139,551	141,396
Operating Revenue-City	280,000	306,000	328,240	328,240	328,240	328,240	328,240	328,240
Operating possible Rate Inc.				109,280	109,280	109,280	109,280	109,280
Misc Revenue	300	300	300	300	300	300	300	300
Funding Reimbursement	60,925	47,550	15,500	0	0	0	0	0
Infill Growth		672	1,512	2,880	5,280	7,680	10,320	13,200
Infill Connection Charges								
Total Stormwater Fund Sourc	341,225	354,522	345,552	440,700	443,100	445,500	448,140	451,020
New Infill ERU's per Year	3	3	4	5	10	10	11	12
Cum Per Capita Other Growth			7	12	22	32	43	55
Stormwater Fund Expenditures								
Salaries & Bene	118,148	119,933	123,531	127,237	131,054	134,986	139,035	143,206
Benefits	54,053	54,299	56,471	58,730	61,079	63,522	66,063	68,706
City Adm (2015 FT/Pt. Sr Acct)				20,639	21,877	23,190	24,581	26,056
Supplies	14,000	14,000	14,560	15,142	15,748	16,378	17,033	17,714
Services & Charges	89,190	89,190	91,420	93,705	96,048	98,449	100,910	103,433
B&O & Util Tax	35,610	42,321	65,291	87,199	87,674	88,150	88,672	89,243
Transfers to Cap Equip	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Sub Total Operating Uses	321,001	329,743	361,273	412,652	423,480	434,675	446,295	458,359
Loan -from Sewer	30,500	10,000						
Sub total Debt Service	30,500	10,000	0	0	0	0	0	0
Street Sweep/Cln/Debre dis			35,000	35,900	36,800	37,700	38,600	39,600
Capital Projects	0	0	0	0	0	0	0	0
Total Stormwater Fund Uses	351,501	339,743	361,273	412,652	423,480	434,675	446,295	458,359
Change in Cash & Inv	(10,276)	14,779	(15,721)	28,048	19,620	10,825	1,845	(7,339)
Ending Cash & Invest Bal	71,724	96,779	81,058	109,106	128,726	139,551	141,396	134,057

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

Stormwater Scenario includes the adopted 2014 and 2015 rates, and anticipated an approximate \$5.00 per month increase in 2015.  
\$2.00 of the increase will be needed to cover the Catch basin Cleaning, Street Sweeping, storage and disposal that had been covered by a DOE grant in the past.

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b>	<b>Agenda Date:</b>	<b>December 6, 2018 AB18-115</b>
<b>Ordinance adopting the 2019 Budget</b>	Mayor Carol Benson	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Development – Barbara Kincaid	
	Finance – May Miller	<b>X</b>
	MDRT/Econ Dev – Andy Williamson	
Cost Impact (see also Fiscal Note):	Police – Chief Kiblinger	
Fund Source: Various	Public Works – Seth Boettcher	
Timeline:	Court Administrator – 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: Ordinance; 2019 Preliminary Budget; Exhibit A - 2019 Salary Schedule</b>		
<b>SUMMARY STATEMENT:</b>  <p>The City of Black Diamond Council has reviewed the 2019 Budget on September 27, 2018, October 18, 2018, October 25, 2018 and November 8, 2018 and held Public Hearings on November 8, 2018, November 15, 2018 and December 3, 2018. The Preliminary Budget document was available on the City web site and for purchase at City Hall before all public hearings.</p> <p>The 2019 Budget is in balance for all Operating and Capital funds. The Ordinance adopting the 2019 Budget is at the fund level and Exhibit A -the 2019 Salary Schedule is attached. The Budget Document is referenced and is available at City Hall or on the city website.</p> <p>State law requires that a 2019 Budget be adopted by December 31, 2018 to give the city authority to pay employees and bills effective January 1, 2019.</p> <p><b>FISCAL NOTE (Finance Department):</b></p> <p>The Mayor's proposed 2019 budget document includes balanced sources and uses for each operating and capital fund, with an increase to the General Fund's 2019 Budgeted Ending Fund Balance.</p>		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>RECOMMENDED ACTION: MOTION to approve Ordinance No. 18-1114 adopting the 2019 Budget.</b>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
December 6, 2018		

ORDINANCE NO. 18-1114

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF BLACK DIAMOND, KING COUNTY, WASHINGTON,  
ADOPTING THE BUDGET FOR CALENDAR YEAR 2019

**WHEREAS**, the Preliminary Budget was submitted to the City Council by the Mayor on November 15, 2018, and

**WHEREAS**, the City Council held Workstudy meetings and public hearings on the Budget on September 27, 2018, October 18, 2018, October 25, 2018 and November 8, 2018 and held Public hearings on November 8, 2018, November 15, 2018 and December 3, 2018; and

**WHEREAS**, the 2019 Budget must be adopted by 12/31/2018 for the City to have legal authority to pay employees and/or bills beginning January 1, 2019; and

**WHEREAS**, a copy of the Budget document was on file with the City Clerk for examination by the public during the time it was being considered by the City Council; now, therefore,

THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY,  
WASHINGTON, ORDAINS AS FOLLOWS:

**Section 1.** The annual budget of the City of Black Diamond for the 2019 calendar year, a reference copy of the document which is on file with the City Clerk and is posted on the city website, is hereby adopted at the fund level as the annual budget for the City of Black Diamond for the calendar year 2019.

**Section 2.** The budget and information contained herein remain provisional to the extent they are subject to mandatory bargaining with the City's collectively bargained employees as required by Washington law.

**Section 3.** The total estimated revenue from all sources and expenditures by fund as set forth in the 2019 budget document is adopted as follows:

<b>City of Black Diamond 2019 Budget</b>		<b>Estimated Revenue</b>	<b>Estimated Expenditures</b>
001	General Fund	8,454,859	8,454,859
101	Street Fund	355,495	355,495
107	Fire Impact Fee Fund	780,993	780,993
108	Transportation Benefit District Fund	125,228	125,228
109	Traffic Mitigation Fee Fund	198,005	198,005
401	Water Fund	5,516,086	5,516,086
407	Sewer Fund	1,646,962	1,646,962
410	Stormwater Fund	1,625,064	1,625,064
310	General Government Capital Projects Fund	1,492,472	1,492,472
320	Street and Public Works Capital Projects Fund	1,227,516	1,227,516
510	Internal Service Fund	410,913	410,913
<b>Total 2019 Budget</b>		<b>\$21,833,593</b>	<b>\$21,833,593</b>

**Section 4.** This Ordinance shall include the 2018 Budget Calendar and 2019 Salary Schedule as shown in the attachment as Exhibit A.

**Section 5.** This Ordinance shall be in full force and effect five days after its passage, approval, posting and publication in summary form as provided by law.

Passed by a majority of the City Council at a regular meeting on 6th day of December 2018.

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

Attest:

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

APPROVED AS TO FORM:

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

Published:  
Posted:  
Effective Date:

Budgeted 2019 Positions	2019 Salary Schedule					
	BOLD = Filled Positions					
		Step 1	Step 2	Step 3	Step 4	5 & On
	City Administrator	9,345	9,649	10,112	10,478	10,848
	Assistant City Administrator	8,033	8,435	8,837	9,238	9,640
✓	<b>Court Administrator</b>	5,891	6,159	6,427	6,694	6,962
	Court Clerk (hourly)	19.00	20.59	22.17	23.76	25.33
✓	<b>Court Clerk</b>	3,293	3,569	3,842	4,118	4,391
	Accounts Payable Clerk (hourly)	17.91	19.34	20.89	22.56	24.93
✓	<b>MDRT &amp; Economic Director</b>	7,498	7,899	8,301	8,703	9,104
	City Attorney	8,161	8,569	8,997	9,447	9,919
✓	<b>City Clerk/HR Manager</b>	7,498	7,899	8,301	8,703	9,104
✓	<b>Deputy City Clerk</b>	4,499	4,814	5,128	5,443	5,757
✓	<b>Finance Director</b>	7,498	7,899	8,301	8,703	9,104
✓	<b>Deputy Finance Director</b>	6,631	7,013	7,396	7,778	8,161
	Utility Clerk	3,213	3,481	3,749	4,017	4,284
✓	<b>Senior Accountant</b>	4,589	4,910	5,231	5,552	5,872
✓	<b>MDRT Senior Accountant (hourly)</b>	25.79	27.08	28.43	29.86	31.35
	Accountant 1 Journey (hourly)	16.61	17.43	18.30	19.22	20.18
✓	<b>Administrative Assistant 2</b>	3,294	3,568	3,843	4,117	4,392
	Administrative Assistant 1	2,356	2,544	2,731	2,919	3,106
✓	<b>Information Services Manager .8 FTE</b>	6,962	7,364	7,766	8,167	8,569
✓	<b>Police Chief</b>	10,236	10,585	11,008	11,287	11,692
✓	<b>Police Commander</b>	9,194	9,514	9,794	10,074	10,398
✓	<b>Police Sergeant</b>	8,292	8,757	-	-	-
✓	<b>Police Officer</b>	5,037	5,645	6,255	6,863	7,440
✓	<b>Police Records Coordinator</b>	4,499	4,814	5,128	5,443	5,757
✓	<b>Police Clerk (hourly)</b>	16.56	18.16	19.70	20.88	22.96
	Police Clerk	2,870	3,148	3,415	3,619	3,980
✓	<b>Facilities Equipment Coordinator</b>	4,499	4,814	5,128	5,443	5,757
	Human Resources Director	7,498	7,899	8,301	8,703	9,104
✓	<b>Community Dev/Nat Resources Director</b>	7,498	7,899	8,301	8,703	9,104
✓	<b>Permit Technician Supervisor</b>	5,891	6,159	6,427	6,694	6,962
✓	<b>Permit Technician</b>	4,499	4,814	5,128	5,443	5,757
	Permit Technician (hourly)	25.96	27.77	29.59	31.40	33.22
	Compliance Officer	4,499	4,814	5,128	5,443	5,757
✓	<b>Senior Planner</b>	5,355	5,622	5,903	6,198	6,508
	Planner	4,499	4,814	5,128	5,443	5,757
	MDRT Planner (hourly)	25.95	27.77	29.59	31.40	33.22
	Associate Planner	4,482	4,707	4,942	5,189	5,448
	Assistant Planner	4,181	4,391	4,610	4,840	5,082
✓	<b>Building Official</b>	6,962	7,364	7,766	8,167	8,569
	Parks Department Director	7,498	7,899	8,301	8,703	9,104
✓	<b>Public Works Director</b>	7,498	7,899	8,301	8,703	9,104
✓	<b>Utilities Superintendent</b>	6,962	7,364	7,766	8,167	8,569
✓	<b>Construction Inspector Supervisor</b>	6,962	7,364	7,766	8,167	8,569
✓	<b>Construction Inspector</b>	5,570	5,892	6,213	6,534	6,855
✓	<b>Public Utilities Operator</b>	4,949	5,034	5,133	5,231	5,330
✓	<b>Capital Projects Program Manager</b>	5,355	5,622	5,903	6,198	6,508
✓	<b>Public Works Administrative Asst. 3</b>	4,250	4,463	4,686	4,920	5,167
✓	<b>Utility Worker-Facility/Eq/Utility Worker</b>	3,406	3,735	4,064	4,394	4,745
	Utility Worker Seasonal (hourly)	13.24	13.90	-	-	-

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>Approve Resolution to remove inactive Utility Accounts that are five to ten years old and deemed uncollectible in the amount of \$2,540.17</b>	<b>Agenda Date:</b> December 6, 2018 <b>AB18-116</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	
	Public Works – Seth Boettcher	
Cost Impact (see also Fiscal Note):	Court – Stephanie Metcalf	
Fund Source: --Various		
Timeline: 2018		
<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 and list of uncollectible accounts</b>		
<b>SUMMARY STATEMENT:</b>  <p>An analysis of the City of Black Diamond inactive Utility accounts found that thirty-two inactive accounts were deemed to be uncollectible and need to be removed from the city Utility billing system. All the accounts have been inactive for five to ten years and most have no supporting data since they were carried over with the updated billing system in 2009 and 2013. Most appear to have occurred when homes were sold, and balances may not have been credited between the old and new owners. A few were the result of bankruptcies. None of the accounts have been billed since 2013. This will clean up the city's inactive accounts to leave only accounts that have supporting data.</p> <p>New processes are in place to ensure that we work closely with the real estate agencies to ensure that balances are paid by each of the buy-sell parties that are responsible before accounts are inactivated.</p> <p><b>FISCAL NOTE (Finance Department):</b> Only inactive accounts over five years old are deemed uncollectible.</p>		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> The Finance Committee reviewed this resolution at their November 29, 2018 Council meeting and recommended forwarding to Council		
<b>RECOMMENDED ACTION:</b> <b>A motion to adopt Resolution No. 18-1287 to remove inactive Utility accounts that are five to ten years old and are deemed uncollectible in the amount of \$2,540.17.</b>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
December 6, 2018		

**RESOLUTION NO. 18-1287**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON,  
DEEMING CERTAIN UTILITY ACCOUNTS  
UNCOLLECTIBLE AND PURGING THEM FROM THE  
BILLING SYSTEM**

**WHEREAS**, a review of the City of Black Diamond's utility billing system by the Finance Department has identified thirty-two inactive accounts that have been inactive for a period of at least five to ten years; and

**WHEREAS**, these thirty-two utility accounts are without supporting data and appear to have been carried over from the City's previous billing system when it was updated in 2009 and again in 2013; and

**WHEREAS**, due to the lack of supporting information, these thirty-two accounts have not been billed since 2013, and it would not be reasonable for the City to attempt to bill and collect these inactive and stale accounts; and

**WHEREAS**, the City Council agrees with the Finance Director that it would be appropriate to deem these thirty-two accounts, totaling \$2,540.17, to be uncollectible and to purge them from the billing system;

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

**Section 1.** The thirty-two accounts identified by the Finance Director, listed in Attachment A hereto and totaling \$2,540.17, are hereby deemed uncollectible. The City Council authorizes the purging of these accounts from the City's utility billing system.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF DECEMBER, 2018.**

CITY OF BLACK DIAMOND:

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Carol Benson, Mayor

Attest:

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Brenda L. Martinez, City Clerk

# City of Black Diamond

## ***Uncollectable Utility Accounts***

### Uncollectable balances on pre-conversion, inactive accounts.

Listed are Inactive accounts that were converted over from ASP utility billing to the current Vision utility billing system in November of 2015. These accounts were inactive then, but carried a balance so were converted into the new system. The balances either existed prior to 2013, and no history exists, or are from 2013 with no history since then, and deemed uncollectable.

### Accounts last billed prior to 2013, with no history.

Account	Balance	Last Bill
2487.0	\$49.56	pre 2013
2520.0	\$66.39	pre 2013
2522.0	\$18.07	pre 2013
2603.0	\$85.92	pre 2013
2836.0	\$38.70	pre 2013
2958.0	\$15.55	pre 2013
3044.0	\$96.49	pre 2013
3046.0	\$95.96	pre 2013
3113.0	\$60.91	pre 2013
3154.0	\$75.86	pre 2013
3250.0	\$57.28	pre 2013
3255.0	\$55.20	pre 2013
3418.0	\$34.71	pre 2013
3420.0	\$236.69	pre 2013
3547.0	\$54.88	pre 2013
3642.0	\$13.00	pre 2013
3667.0	\$150.70	pre 2013
3685.0	\$31.14	pre 2013
3798.0	\$181.71	pre 2013
3951.0	\$97.91	pre 2013
4318.0	\$62.55	pre 2013
4325.0	\$43.10	pre 2013
4345.0	\$122.53	pre 2013
4356.0	\$88.59	pre 2013
	\$1,833.40	Total pre-2013 Outstanding Balances

### Accounts last billed in 2013.

Account	Balance	Last Bill
4260.0	\$203.12	10/18/13
3300.0	\$14.00	08/28/13
2972.0	\$14.00	08/15/13
3817.0	\$56.00	07/29/13
4162.0	\$56.00	05/29/13
3631.0	\$261.65	05/06/13
3434.0	\$44.00	04/05/13
3315.0	\$58.00	03/13/13
	\$706.77	Total 2013 Outstanding Balances
	\$2,540.17	Total Uncollectable Balances