



CITY OF BLACK DIAMOND
September 3, 2020 Regular Business Meeting Agenda

**THIS IS OFFERED AS A ZOOM MEETING ONLY.
CALL IN AND JOINING INFORMATION FOLLOWS:**

Zoom link to join meeting:

<https://zoom.us/j/4454477047?pwd=eGxRY3ZEeU14SVM2cGRBcUxCSjdmZz09>

(Note: You do not need a web cam to join the meeting, but you will need audio to hear the proceedings.)

Meeting ID: 445 447 7047

Password: Council

Telephone dial in options:

+1 253 215 8782 US (Tacoma)

+1 206 337 9723 US (Seattle)

Meeting ID: 445 447 7047

Password:426953 (phone in only)

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

AGENDA REVIEW AND APPROVAL:

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

- 1) **Proclamation** – Childhood Cancer Awareness Month
- 2) **Proclamation** – National Recovery Month

CONSENT AGENDA:

- 3) **Claim Checks** – September 3, 2020 Check No. 49094 through 49135 in the amount of \$245,997.91
- 4) **Minutes** – Special Meeting of July 30, 2020, and Council Meeting of August 20, 2020

PUBLIC COMMENTS: There will be no oral public comment at this meeting. Only written comment will be accepted and shall be included with the minutes. Written public comment should be submitted by email to smartinez@blackdiamondwa.gov by 5:00 p.m. on September 2, 2020. The public is asked to include "PUBLIC COMMENT 09/03/20" in the subject line. Public comment should include name and city of commenter.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

- 5) **AB20-063A** – Ordinance Amending BDMC Section 8.24.220 Relating to Moorage and Anchorage Restrictions on Lake Sawyer

Mayor Benson

NEW BUSINESS:

- 6) **AB20-064** – Resolution Authorizing Addendum to SCORE Agreement for Inmate Housing
- 7) **AB20-065** – Resolution Authorizing Contract with Parametrix, Inc for a Traffic Impact Facilities Plan

Chief Kiblinger

and a Traffic Impact Fee Analysis

Mr. Boettcher

8) AB20-066 – Ordinance Amending 2020 Salary Schedule to Add the Senior Planner as a Funded Position

Mayor Benson

DEPARTMENT REPORTS:

- Community Development – Ms. Kincaid
- Police – Chief Kiblinger

MAYOR'S REPORT:

COUNCIL REPORTS:

- Councilmember Wisnoski
- Councilmember Stout
- Councilmember de Leon
- Councilmember Paige
- Councilmember Deady
- Councilmember Oglesbee

ATTORNEY REPORT:

EXECUTIVE SESSION:

ADJOURNMENT:

Office of the Mayor
Black Diamond, Washington



PROCLAMATION

WHEREAS, pediatric cancer is the leading cause of death by disease in children; and

WHEREAS, 1 in 285 children in the United States will be diagnosed by their 20th birthday; and

WHEREAS, 80 percent of childhood cancer cases are diagnosed only after the disease has metastasized and spread to other areas of the body; and

WHEREAS, two-thirds of childhood cancer patients will have long-lasting chronic conditions as a result of the treatments they go through; and

WHEREAS, there has been a 24 percent increase in pediatric cancer cases over the last 40 years, equal to 43 children per day or 15,780 children a year diagnosed with cancer in the United States; and

WHEREAS, the National Cancer Institute recognized the unique research needs of childhood cancer and increased funding to conduct this research; and

WHEREAS, researchers and healthcare professionals work diligently to dedicate their expertise to treat and cure children with cancer; and

WHEREAS, too many children are affected by this deadly disease and more must be done to raise awareness and find a cure;

NOW, THEREFORE, I, Carol Benson, Mayor of the City of Black Diamond, on behalf of the Black Diamond City Council, do hereby proclaim September 2020 to be

CHILDHOOD CANCER AWARENESS MONTH

in Black Diamond, and I encourage all citizens in our City to join me in this special observance.

Carol Benson, Mayor

Office of the Mayor
Black Diamond, Washington



PROCLAMATION

WHEREAS, behavioral health is an essential part of one's overall health and wellness; and

WHEREAS, prevention of mental and substance use disorders works, treatment is effective, and people recover in our area and around the nation; and

WHEREAS, preventing and overcoming mental and substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

WHEREAS, an estimated 400,000 people in King County are affected by these conditions; and

WHEREAS, we must encourage relatives and friends of people with mental and/or substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and

WHEREAS, we recognize four dimensions of recovery from mental health and substance use disorders: health, home, purpose, and community; and

WHEREAS, to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), the King County Behavioral and Recovery Division, invite all residents of Black Diamond to participate in National Recovery Month (Recovery Month); and

NOW, THEREFORE, I, Carol Benson, Mayor of the City of Black Diamond, on behalf of the Black Diamond City Council, call upon Black Diamond residents to observe the month of September with appropriate programs, activities, and ceremonies supporting this year's Recovery Month theme, "Rising Above it All: Wellness, Resilience & Recovery", and do hereby proclaim in the City of Black Diamond, the month of September 2020 as a month to recognize

NATIONAL RECOVERY MONTH

Carol Benson, Mayor



CERTIFICATION

Date: September 3 2020 Council Meeting

Check No.'s / EFT	Batch Name	Check / EFT Date	Amount
49094-49098	Early 3rd August Batch	8/17/2020 - 8/21/2020	\$ 157,382.21
49099-49133	3rd August Batch	9/4/2020	\$ 84,629.41
49134-49135	1st September Batch	9/4/2020	\$ 3,986.29
			\$
			\$
		TOTAL	\$ 245,997.91

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

MAY MILLER, FINANCE DIRECTOR

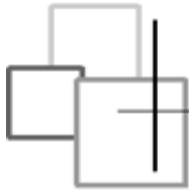
CAROL BENSON, MAYOR

DATE

DATE

COUNCILMEMBERS:

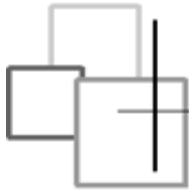
DATE:



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Process Solutions, Inc				
	49098 08202020 PSI	8/20/2020	2020 - August - Early 3rd August Batch	
		Release Retainage		
		322-000-000-542-30-49-00 Interest	Retainage Interest	\$12.15
		322-000-000-582-20-00-06 Retained Principal	Process Solutions: N. Bank Pump Station	\$6,312.38
	Total 08202020 PSI			\$6,324.53
	Total 49098			\$6,324.53
	Total Process Solutions, Inc			\$6,324.53
RH2 Engineering Inc.				
	49097 76922	6/25/2020	2020 - August - Early 3rd August Batch	
		June 2020 Service		
		402-000-003-594-34-63-13	WSFFA-Springs Source Rehab	\$99,320.06
	Total 76922			\$99,320.06
	49097 77223	7/20/2020	2020 - August - Early 3rd August Batch	
		July 2020 Service		
		402-000-003-594-34-63-13	WSFFA-Springs Source Rehab	\$25,573.38
	Total 77223			\$25,573.38
	Total 49097			\$124,893.44
	Total RH2 Engineering Inc.			\$124,893.44
Scott Hanis				
	49094 07302020 SH	8/17/2020	2020 - August - Early 3rd August Batch	
		Mileage Reimbursement		
		310-000-023-594-76-63-00	Ginder Cr-Cottonwood Tree Rem.	\$1.32
			Mileage Reimbursement - use of Private Vehicle	

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		320-000-040-542-30-41-00	Lawson Chip Seal-TIB Grant	\$20.25
			Mileage Reimbursement - use of Private Vehicle	
		401-000-000-534-80-43-00	Lodging, Meals & Mileage	\$8.80
			Mileage Reimbursement - use of Private Vehicle	
	Total 07302020 SH			\$30.37
	Total 49094			\$30.37
Total Scott Hanis				\$30.37
South Sound Fencing LLC				
	49095	8/17/2020	2020 - August - Early 3rd August Batch	
	08172020 SSF			
			Release of Retainage	
		322-000-000-542-30-49-00	Retainage Interest	\$90.87
			Accrued Interest PW Fence Project	
		322-000-000-582-20-00-04	South Sound Fencing, LLC: PW Shop Fence	\$5,637.05
			Release Retainage PW Fence Project	
	Total 08172020 SSF			\$5,727.92
	Total 49095			\$5,727.92
Total South Sound Fencing LLC				\$5,727.92
Triangle Pump & Equipment, Inc.				
	49096	8/17/2020	2020 - August - Early 3rd August Batch	
	08172020 TP			
			Release Retainage - Triangel Pump	
		322-000-000-542-30-49-00	Retainage Interest	\$10.87
			Accrued Interest	
		322-000-000-582-20-00-08	Triangle Pump & Equipment, Inc.:	\$20,395.08
			Release Retainage	
	Total 08172020 TP			\$20,405.95
	Total 49096			\$20,405.95
Total Triangle Pump & Equipment, Inc.				\$20,405.95
	Vendor Count	5	Grand Total	\$157,382.21



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Alpine Products Inc.				
	49099 TM-196534	8/17/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		PW - Supplies 101-000-000-542-64-31-01	Street Signs	\$80.69
	Total TM-196534			\$80.69
	Total 49099			\$80.69
	Total Alpine Products Inc.			\$80.69
Amazon Capital Services, Inc.				
	49100 17CL-GW7T-DWYN	8/6/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		PW - Supplies 101-000-000-544-90-31-00 decal scraper	PW Clearing Acct-Supplies	\$70.25
	Total 17CL-GW7T-DWYN			\$70.25
	49100 17FF-4RNN-4CD1	8/24/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		MDRT - Supplies 001-000-246-558-70-31-00 Markers	Office Supplies	\$7.47
	Total 17FF-4RNN-4CD1			\$7.47
	49100 1C96-M3MF-C6YV	8/6/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		EM- Supplies 001-000-193-525-60-49-03	EM Mgmt FED COVID It. Tech Costs	\$191.20
	Total 1C96-M3MF-C6YV			\$191.20
	49100 1RVT-OJMW-MFYF	8/19/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		EM - IT Tech Telecommuting EQ 001-000-193-525-60-49-03	EM Mgmt FED COVID It. Tech Costs	\$2,192.94

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Webcams, Cables & Monitors for Telecommuters	
	Total 1RVT-OJMW-MFYF			\$2,192.94
	49100	8/18/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	1V63-WWGG-HQR1			
	MDRT - Supplies			
	001-000-246-558-70-49-00		Miscellaneous	\$376.19
	Monitor			
	Total 1V63-WWGG-HQR1			\$376.19
	Total 49100			\$2,838.05
	Total Amazon Capital Services, Inc.			\$2,838.05
	BHC Consultants, LLC			
	49101	8/15/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	0012497			
	06/20/2020 - 7/31/2020 Service			
	001-000-240-558-51-41-03		Prof Svs-Inspection Svs	\$350.00
	Total 0012497			\$350.00
	Total 49101			\$350.00
	Total BHC Consultants, LLC			\$350.00
	Blueline			
	49102	8/7/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	19404			
	July 2020 Service			
	001-000-240-558-51-41-08		Prof Svs-Planning/Reg Review	\$10,574.50
	Total 19404			\$10,574.50
	Total 49102			\$10,574.50
	Total Blueline			\$10,574.50
	CenturyLink (WA)			
	49103	8/11/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	08112020 CL			
	July 2020 Service			
	401-000-000-534-80-42-00		Telephone/DSL/Radios	\$276.35
	360-886-7235 830B: Water Reservoir			
	407-000-000-535-80-42-00		Telephone/DSL/Radios	\$54.36
	360-886-0474 006B: Ridge Sewer Pump Station			
	407-000-000-535-80-42-00		Telephone/DSL/Radios	\$58.29
	360-886-2835 784B: Morganville Pump Station			

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		407-000-000-535-80-42-00	Telephone/DSL/Radios	\$67.73
		360-886-8146 712B: Old Lawson Pump Station		
		407-000-000-535-80-42-00	Telephone/DSL/Radios	\$53.27
		360-886-0537 580B: Diamond Glen Sewer		
	Total 08112020 CL			\$510.00
	Total 49103			\$510.00
	Total CenturyLink (WA)			\$510.00
City of Issaquah				
	49104	8/12/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	20000617			
		July 2020 Service		
		001-000-211-523-60-49-00	Jail Costs	\$1,888.32
		16 days		
	Total 20000617			\$1,888.32
	Total 49104			\$1,888.32
	Total City of Issaquah			\$1,888.32
Clair Kintanar				
	49105	8/13/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	08132020 CK			
		August 2020 Service		
		001-000-120-512-50-41-02	Protem Judge	\$180.00
		3 hours		
	Total 08132020 CK			\$180.00
	Total 49105			\$180.00
	Total Clair Kintanar			\$180.00
Comcast				
	49106	8/10/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	08102020 COM			
		July 2020 Service		
		001-000-214-521-20-42-00	Police Tele/web/DSL/Air Cards	\$3.21
		Police Cable TV Act 8498 34 014 0106172		
	Total 08102020 COM			\$3.21
	Total 49106			\$3.21
	Total Comcast			\$3.21

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
DD Printing Solutions				
	49107 1745	8/14/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		MDRT - Supplies 001-000-246-558-70-31-00 Envelopes	Office Supplies	\$676.72
	Total 1745			\$676.72
	Total 49107			\$676.72
	Total DD Printing Solutions			\$676.72
FP Mailing Solutions				
	49108 RI104579344	8/15/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		Service 8/14/2020 - 11/13/2020 001-000-180-518-50-45-01	Postage Meter Rental & Maint.	\$130.32
	Total RI104579344			\$130.32
	Total 49108			\$130.32
	Total FP Mailing Solutions			\$130.32
Greg Hopkins				
	49109 08242020 GH	8/24/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		EM- Telecommuting Supplies 001-000-193-525-60-49-03 work table, printing supplies for Telecommuter	EM Mgmt FED COVID It. Tech Costs	\$167.20
	Total 08242020 GH			\$167.20
	Total 49109			\$167.20
	Total Greg Hopkins			\$167.20
Home Depot Credit Service				
	49110 1526044	8/14/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		PD - Supplies 001-000-212-521-50-48-02	Police Bldg Repairs & Maintenance	\$21.50
	Total 1526044			\$21.50

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	49110	8/14/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	1526045			
		EM - Supplies		
		001-000-193-525-60-31-02	EM Mgmt Fed COVID PPE Supplies	\$32.54
		Hand Sanitizer		
	Total 1526045			\$32.54
	49110	8/20/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	5520525			
		EM - Supplies		
		001-000-193-525-60-31-02	EM Mgmt Fed COVID PPE Supplies	\$16.26
		Sprayer		
	Total 5520525			\$16.26
	49110	8/10/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	5523711			
		EM - Supplies		
		001-000-193-525-60-31-02	EM Mgmt Fed COVID PPE Supplies	\$109.97
		Locking Mailbox / Drop Box		
	Total 5523711			\$109.97
	Total 49110			\$180.27
	Total Home Depot Credit Service			\$180.27
	Honey Bucket/Northwest Cascade Inc.			
	49111	8/18/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	0551688148			
		Service 8/18/2020 - 9/14/2020		
		001-000-270-576-80-31-00	Portable Restroom Facility	\$98.00
		Parks-Boat Launch Rental: 145291		
	Total 0551688148			\$98.00
	49111	8/18/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	0551688149			
		Service 8/18/2020 - 9/14/2020		
		001-000-270-576-80-31-00	Portable Restroom Facility	\$98.00
		Lake Sawyer Regional Park: 71400002		
	Total 0551688149			\$98.00
	Total 49111			\$196.00
	Total Honey Bucket/Northwest Cascade Inc.			\$196.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Ichijo USA Co., LTD				
	49112 08242020 IUC	8/24/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		Utility Refund		
		401-000-000-343-40-00-01	Water Charges	\$190.79
		33008 SE Cottonwood St		
	Total 08242020 IUC			\$190.79
	Total 49112			\$190.79
	Total Ichijo USA Co., LTD			\$190.79
Johnsons Home & Garden				
	49113 448732	8/12/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		PW - Supplies		
		001-000-270-576-80-31-01	Parks Office Supplies	\$85.75
	Total 448732			\$85.75
	Total 49113			\$85.75
	Total Johnsons Home & Garden			\$85.75
Judy Baxley				
	49114 08242020 JB	8/24/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		Utility Refund		
		401-000-000-343-40-00-01	Water Charges	\$308.89
		30509 Cumberland Dr		
	Total 08242020 JB			\$308.89
	Total 49114			\$308.89
	Total Judy Baxley			\$308.89
King County Finance				
	49115 107054-107055	7/31/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		July 2020 Service		
		101-000-000-542-64-48-01	Traffic Signal Maintenance	\$622.62
	Total 107054-107055			\$622.62
	Total 49115			\$622.62
	Total King County Finance			\$622.62

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
King County Finance - I-Net				
	49116 11009337	7/31/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		July 2020 Service		
		001-000-214-521-20-42-01 PD INet	Police Comm KC I-Net	\$375.00
		001-000-248-518-20-42-00 MDRT INet	MDRT Telephone, Fax, Internet costs	\$150.00
		001-000-254-518-20-42-00 CH/CD INet	Facilities-Telephones	\$225.00
	Total 11009337			\$750.00
	Total 49116			\$750.00
Total King County Finance - I-Net				\$750.00
L.N. Curtis & Sons				
	49117 INV411387	8/4/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		PD - Uniforms		
		001-000-210-521-10-31-04 Radio Pouch	PD-Uniforms	\$29.70
	Total INV411387			\$29.70
	49117 INV411426	8/4/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		PD - Uniforms		
		001-000-210-521-10-31-04 Pants, Shirt	PD-Uniforms	\$252.87
	Total INV411426			\$252.87
	Total 49117			\$282.57
Total L.N. Curtis & Sons				\$282.57
Law Office of Krista White Swain				
	49118 08252020 KWS	8/25/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		August 2020 Service		
		001-000-120-512-50-41-00	Court Judge	\$3,600.00
	Total 08252020 KWS			\$3,600.00
	Total 49118			\$3,600.00
Total Law Office of Krista White Swain				\$3,600.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
National Safety, Inc				
	49119 0588631-IN	8/12/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		PW- Supplies 407-000-000-535-80-31-01	Sewer Operating Supplies	\$238.92
	Total 0588631-IN			\$238.92
	Total 49119			\$238.92
	Total National Safety, Inc			\$238.92
Office Products Nationwide				
	49120 1109598-0	8/12/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		CH & Shop - Supplies 001-000-180-518-50-31-00	Office Supplies City Hall	\$100.02
		CH Office Supplies 001-000-254-518-20-31-00	Facilities Operating Supplies	\$92.21
		Bldg Maint Supplies 101-000-000-544-90-48-01	PW Clearing-shared Shop Cost	\$37.65
		Shop Supplies		
	Total 1109598-0			\$229.88
	Total 49120			\$229.88
	Total Office Products Nationwide			\$229.88
Parametrix, Inc.				
	49121 20765	8/25/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		Service through 8/7/2020 001-000-257-558-70-41-06	MDRT Surveyor-Parametrix	\$4,646.25
	Total 20765			\$4,646.25
	49121 20805	8/13/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		Service through 8/07/2020 401-000-400-534-80-41-10	PW-Permit Consultant Exp	\$745.00
		Spartan Storage		
	Total 20805			\$745.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	49121	8/13/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	20806			
		Service through 8/1/2020		
		401-000-400-534-80-41-10	PW-Permit Consultant Exp	\$1,738.75
		Mixed Use TIA		
	Total 20806			\$1,738.75
	49121	8/13/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	20807			
		Service through 8/1/2020		
		401-000-400-534-80-41-10	PW-Permit Consultant Exp	\$512.50
		Foothills Villages TIA		
	Total 20807			\$512.50
	Total 49121			\$7,642.50
Total Parametrix, Inc.				\$7,642.50
Positive Concepts/ATPI				
	49122	8/3/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	0220737-IN			
		PD - Supplies		
		001-000-210-521-10-31-00	PD-Operating Supplies	\$245.00
		Citations		
	Total 0220737-IN			\$245.00
	Total 49122			\$245.00
Total Positive Concepts/ATPI				\$245.00
Puget Sound Energy				
	49123	8/6/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	08062020 PSE			
		July 2020 Service		
		001-000-212-521-50-47-00	Electric/gas	\$57.60
		220013379882: Police Storage		
		001-000-212-521-50-47-00	Electric/gas	\$495.64
		200009377470: PD/CT Elec		
		001-000-248-518-20-47-00	MDRT Electricity	\$208.36
		220013379841: MDRT Mod Bldgs Elec		
		001-000-254-518-20-47-00	Facilities-Utilities	\$178.26
		200008061844: City Hall Elec		
		001-000-254-518-20-47-00	Facilities-Utilities	\$312.53
		220013379841: CD/PW Mod Bldgs Elec		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
		001-000-254-518-20-47-00	Facilities-Utilities	\$36.10
		200008062016: City Hall Elec		
		001-000-270-575-30-47-00	Museum Electric/Gas	\$145.36
		220013378793: Museum		
		001-000-270-575-51-47-00	Gym- Electricity and Gas	\$95.60
		220013379652: Gym		
		001-000-270-576-80-47-00	Electric/Gas	\$10.45
		220013379221: Lake Sawyer Boat Launch		
		001-000-270-576-80-47-00	Electric/Gas	\$2.97
		220013379635: PW Shop-Parks 4%		
		001-000-280-536-20-47-00	Electric/Gas	\$1.49
		220013379635: PW Shop-Cemetery 2%		
		101-000-000-542-63-47-01	Street Lighting	\$46.67
		220023711314: Roberts Dr & Bruckners Wy Street Light		
		101-000-000-542-63-47-01	Street Lighting	\$45.97
		220013379197: Cov Sawyer & 216th		
		101-000-000-542-63-47-01	Street Lighting	\$1,890.32
		220013397355: PSE Streetlights		
		101-000-000-542-63-47-01	Street Lighting	(\$2.53)
		220023601556: Morgan St Street Light		
		101-000-000-542-63-47-01	Street Lighting	\$60.88
		220013379817: Ped Lighting Roberts		
		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	\$6.97
		220022730851: Street Light The Villages Roberts Dr Phase 5		
		101-000-000-542-63-47-01	Street Lighting	\$13.95
		220013379601: Baker St Crosswalk		
		101-000-000-542-63-47-01	Street Lighting	\$147.32
		220014704229: Intersection Light 219th & SE 296th St		
		101-000-000-542-63-47-01	Street Lighting	\$11.41
		220019188881: Intersection Light 24430 Morgan St		
		101-000-000-543-50-47-00	Electric/Gas	\$16.34
		220013379635: PW Shop-Street 22%		
		401-000-000-534-80-47-00	Electric/Gas	\$17.80
		220013379635: PW Shop-Water 24%		
		401-000-000-534-80-47-00	Electric/Gas	\$21.89
		220013378850: .5 Mil Gal Resv		
		401-000-000-534-80-47-00	Electric/Gas	\$336.81
		220013378868: 4.3 Mil Gal Resv		
		401-000-000-534-80-47-00	Electric/Gas	\$4,594.48
		220013378835: Booster Station		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
		407-000-000-535-80-47-00	Electric/Gas	\$83.98
		220013378819: Morganville Lift Station		
		407-000-000-535-80-47-00	Electric/Gas	\$12.51
		220013379619: Sewer Pump		
		407-000-000-535-80-47-00	Electric/Gas	\$31.72
		220013379643: Diamond Glen Sewer		
		407-000-000-535-80-47-00	Electric/Gas	\$17.82
		220013379635: PW Shop-Sewer 24%		
		410-000-000-531-10-47-00	Electric/Gas	\$17.82
		220013379635: PW Shop-Drainage 24%		
	Total 08062020 PSE			\$8,926.94
	Total 49123			\$8,926.94
	Total Puget Sound Energy			\$8,926.94
	Republic Services #176			
	49124	7/31/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	0176-006142810			
		July 2020 Service		
		001-000-248-518-20-47-03	MDRT-Waste Disposal Costs	\$186.21
		MDRT		
		001-000-254-518-20-47-01	Facilities-Waste Disposal	\$124.14
		City Hall		
	Total 0176-006142810			\$310.35
	49124	7/31/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	0176-006143089			
		001-000-212-521-50-47-04	Waste Disposal	\$0.00
		Police & Court		
		001-000-248-518-20-47-03	MDRT-Waste Disposal Costs	\$0.00
		MDRT		
		001-000-254-518-20-47-01	Facilities-Waste Disposal	\$0.00
		City Hall		
		001-000-270-576-80-47-04	Garbage & Waste Disposal	\$79.21
		PW-Parks		
		001-000-280-536-20-47-04	Waste Disposal	\$6.34
		PW-Cemetery		
		101-000-000-543-50-47-04	Waste Disposal	\$50.70
		PW-Street		
		401-000-000-534-80-47-04	Waste Disposal	\$60.20
		PW-Water		
		407-000-000-535-80-47-04	Waste Disposal	\$60.20
		PW-Sewer		

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
		410-000-000-531-10-47-04	Waste Disposal	\$60.20
		PW-Drainage		
	Total 0176-006143089			\$316.85
49124		7/31/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	0176-006143233			
	July 2020 Service			
		001-000-212-521-50-47-04	Waste Disposal	\$310.35
		Police & Court		
	Total 0176-006143233			\$310.35
Total 49124				\$937.55
Total Republic Services #176				\$937.55
RH2 Engineering Inc.				
49125		8/12/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	77554			
	July 2020 Service			
		402-000-003-594-34-63-13	WSFFA-Springs Source Rehab	\$15,567.46
	Total 77554			\$15,567.46
Total 49125				\$15,567.46
Total RH2 Engineering Inc.				\$15,567.46
SHI International Corp.				
49126		7/9/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	B11970288			
	EM - IT Tech Telecommuting			
		001-000-193-525-60-35-00	EM Mgmt FED COVID-tools & Eq	\$1,084.91
		Surface Pro		
		001-000-193-525-60-49-03	EM Mgmt FED COVID It. Tech Costs	\$291.77
		Keyboard, Docking Station		
	Total B11970288			\$1,376.68
49126		8/7/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	B12102999			
	T - Supply			
		001-000-145-518-80-48-00	Repairs & Maintenance	\$577.77
		City Service Maintenance		
	Total B12102999			\$577.77
Total 49126				\$1,954.45
Total SHI International Corp.				\$1,954.45

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Signs By Tomorrow				
	49127 INV-34352	8/17/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		Prk - Supplies 001-000-270-576-80-31-03 Signage	Parks Operating Supplies	\$99.53
	Total INV-34352			\$99.53
	49127 INV-34607	8/18/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		EM Supplies 001-000-193-525-60-31-02 Signage	EM Mgmt Fed COVID PPE Supplies	\$27.61
	Total INV-34607			\$27.61
	Total 49127			\$127.14
Total Signs By Tomorrow				\$127.14
Sound Publishing Inc.				
	49128 ECH891922	2/26/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		February 2020 Service 001-000-240-558-51-41-01 Prel Platt - Sub Division	Prof Svs.Perm. Extra consultant Exp	\$203.85
	Total ECH891922			\$203.85
	49128 ECH891923	2/26/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		February 2020 Service 001-000-240-558-51-41-01 Butt-Comm Site Plan	Prof Svs.Perm. Extra consultant Exp	\$200.40
	Total ECH891923			\$200.40
	49128 ECH893681	3/11/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		March 2020 Service 001-000-240-558-60-41-75 Comp Plan Amend - School Capt.	Advertising-Long range planning	\$165.90
	Total ECH893681			\$165.90

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
49128	ECH894994	3/25/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	March 2020 Service			
	101-000-000-542-30-41-75		Advertising	\$40.61
	401-000-000-534-80-41-75		Advertising	\$40.61
	407-000-000-535-80-41-75		Advertising	\$40.61
	410-000-000-531-10-41-75		Advertising	\$40.62
	Total ECH894994			\$162.45
49128	ECH900484	6/10/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	June 2020 Service			
	001-000-240-558-51-41-75		CD-Permit. Reimb. Adv	\$331.50
			SEPA-John Henry Mile Spoils	
	Total ECH900484			\$331.50
49128	ECH902773	7/8/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	July 2020 Service			
	101-000-000-542-30-44-00		Advertising	\$96.90
			Tacoma Water Franchise	
	Total ECH902773			\$96.90
49128	ECH904327	7/29/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	July 2020 Service			
	001-000-240-558-60-41-75		Advertising-Long range planning	\$241.80
			Adopt School Capital Facility Plans	
	Total ECH904327			\$241.80
49128	ECH904363	7/29/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
	July 2020 Service			
	001-000-240-558-60-41-75		Advertising-Long range planning	\$241.80
			Add School Impact fees to Comp Plan	
	Total ECH904363			\$241.80
	Total 49128			\$1,644.60
Total Sound Publishing Inc.				\$1,644.60

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
South Correctional Entity				
	49129 4693	8/10/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		July 2020 Service 001-000-211-523-60-49-00 9 days	Jail Costs	\$1,656.00
	Total 4693			\$1,656.00
	Total 49129			\$1,656.00
	Total South Correctional Entity			\$1,656.00
Summit Law Group, PLLC				
	49130 116112	8/20/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		August 2020 Service 001-000-150-515-41-41-08 Teamsters	Legal Svcs-Union Contracts	\$363.00
	Total 116112			\$363.00
	Total 49130			\$363.00
	Total Summit Law Group, PLLC			\$363.00
Tacoma Public Utilities				
	49131 07312020 TPU	7/31/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		July 2020 Service 401-000-000-534-80-41-05	Tacoma Wholesale base Charge	\$6,032.23
	Total 07312020 TPU			\$6,032.23
	Total 49131			\$6,032.23
	Total Tacoma Public Utilities			\$6,032.23
Valley Communications Center				
	49132 0024812	8/10/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		July 2020 Service 001-000-214-521-20-41-00 348 calls	Valley Comm - Dispatch Service	\$15,426.84
	Total 0024812			\$15,426.84
	Total 49132			\$15,426.84
	Total Valley Communications Center			\$15,426.84

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Water Management Laboratories, Inc.	49133 187211	8/11/2020	2020 - August - 3rd August Batch for 09.03.2020 Council	
		August 2020 Service 401-000-000-534-80-41-02	Water Testing and Sampling	\$21.00
	Total 187211			\$21.00
	Total 49133			\$21.00
Total Water Management Laboratories, Inc.				\$21.00
	Vendor Count 35		Grand Total	\$84,629.41



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
ADT Security Services (PA)				
	49134	7/19/2020	2020 - September - 1st September Batch for 09.03.2020 Council	
	784300735			
		9/1/2020 - 9/30/2020 Service		
		001-000-270-576-80-49-02	Security	\$1.09
		001-000-280-536-20-49-02	Security	\$2.17
		101-000-000-543-50-49-03	Security	\$11.94
		401-000-000-534-80-49-07	Security	\$13.03
		407-000-000-535-80-49-05	Security	\$13.03
		410-000-000-531-10-49-04	Security	\$13.03
	Total 784300735			\$54.29
	Total 49134			\$54.29
	Total ADT Security Services (PA)			\$54.29
Sorci Family LLC				
	49135	9/1/2020	2020 - September - 1st September Batch for 09.03.2020 Council	
	09012020 SFLLC			
		September 2020 Rent		
		001-000-248-518-20-45-02	MDRT Property Rental Cost	\$679.74
		001-000-254-518-20-45-02	Facilities-Prop Rental	\$1,019.60
		001-000-254-518-20-45-05	Facilities City Hall Bldg Rental	\$2,232.66
	Total 09012020 SFLLC			\$3,932.00
	Total 49135			\$3,932.00
	Total Sorci Family LLC			\$3,932.00
	Vendor Count	2	Grand Total	\$3,986.29



Register

Fiscal: 2020

Deposit Period: 2020 - September, 2020 - August

Check Period: 2020 - September - 1st September Batch for 09.03.2020 Council, 2020 - August - 3rd August Batch for 09.03.2020 Council, 2020

- August - Early 3rd August Batch

Number	Name	Print Date	Clearing Date	Amount
Columbia Bank				
Check				
<u>49094</u>	Scott Hanis	8/17/2020		\$30.37
<u>49095</u>	South Sound Fencing LLC	8/17/2020		\$5,727.92
<u>49096</u>	Triangle Pump & Equipment, Inc.	8/17/2020		\$20,405.95
<u>49097</u>	RH2 Engineering Inc.	8/20/2020		\$124,893.44
<u>49098</u>	Process Solutions, Inc	8/21/2020		\$6,324.53
<u>49099</u>	Alpine Products Inc.	9/4/2020		\$80.69
<u>49100</u>	Amazon Capital Services, Inc.	9/4/2020		\$2,838.05
<u>49101</u>	BHC Consultants, LLC	9/4/2020		\$350.00
<u>49102</u>	Blueline	9/4/2020		\$10,574.50
<u>49103</u>	CenturyLink (WA)	9/4/2020		\$510.00
<u>49104</u>	City of Issaquah	9/4/2020		\$1,888.32
<u>49105</u>	Clair Kintanar	9/4/2020		\$180.00
<u>49106</u>	Comcast	9/4/2020		\$3.21
<u>49107</u>	DD Printing Solutions	9/4/2020		\$676.72
<u>49108</u>	FP Mailing Solutions	9/4/2020		\$130.32
<u>49109</u>	Greg Hopkins	9/4/2020		\$167.20
<u>49110</u>	Home Depot Credit Service	9/4/2020		\$180.27
<u>49111</u>	Honey Bucket/Northwest Cascade Inc.	9/4/2020		\$196.00
<u>49112</u>	Ichijo USA Co., LTD	9/4/2020		\$190.79
<u>49113</u>	Johnsons Home & Garden	9/4/2020		\$85.75
<u>49114</u>	Judy Baxley	9/4/2020		\$308.89
<u>49115</u>	King County Finance	9/4/2020		\$622.62
<u>49116</u>	King County Finance - I-Net	9/4/2020		\$750.00
<u>49117</u>	L.N. Curtis & Sons	9/4/2020		\$282.57
<u>49118</u>	Law Office of Krista White Swain	9/4/2020		\$3,600.00
<u>49119</u>	National Safety, Inc	9/4/2020		\$238.92
<u>49120</u>	Office Products Nationwide	9/4/2020		\$229.88
<u>49121</u>	Parametrix, Inc.	9/4/2020		\$7,642.50
<u>49122</u>	Positive Concepts/ATPI	9/4/2020		\$245.00
<u>49123</u>	Puget Sound Energy	9/4/2020		\$8,926.94
<u>49124</u>	Republic Services #176	9/4/2020		\$937.55
<u>49125</u>	RH2 Engineering Inc.	9/4/2020		\$15,567.46
<u>49126</u>	SHI International Corp.	9/4/2020		\$1,954.45
<u>49127</u>	Signs By Tomorrow	9/4/2020		\$127.14
<u>49128</u>	Sound Publishing Inc.	9/4/2020		\$1,644.60

Number	Name	Print Date	Clearing Date	Amount
<u>49129</u>	South Correctional Entity	9/4/2020		\$1,656.00
<u>49130</u>	Summit Law Group, PLLC	9/4/2020		\$363.00
<u>49131</u>	Tacoma Public Utilities	9/4/2020		\$6,032.23
<u>49132</u>	Valley Communications Center	9/4/2020		\$15,426.84
<u>49133</u>	Water Management Laboratories, Inc.	9/4/2020		\$21.00
<u>49134</u>	ADT Security Services (PA)	9/4/2020		\$54.29
<u>49135</u>	Sorci Family LLC	9/4/2020		\$3,932.00
			Total Check	\$245,997.91
		Total		\$245,997.91
			Grand Total	\$245,997.91

BLACK DIAMOND CITY COUNCIL MINUTES
Council Special Meeting of July 30, 2020
Virtual Meeting Via Zoom

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

PRESENT: Councilmembers Deady, Oglesbee, Wisnoski, de Leon, Nelson, and Paige. (Councilmember Stout entered the meeting at approximately 6:09 p.m.)

ABSENT: None

Staff present: David Linehan, City Attorney; Barb Kincaid, Community Development Director, and Brenda L. Martinez, City Clerk/HR.

WORK SESSION:

1) Draft School Impact Fee Ordinance and Related Interlocal Agreements

City Attorney Linehan reported to Council on this item and shared a PowerPoint Presentation he prepared for the meeting. Topics/Highlights of discussion were:

- Purpose of Meeting
 - Overview of impact fee program
 - Steps required for adoption
 - Timing
 - Applicability to MPDs
 - Key decisions for the City Council
- What are impact fees?
- What can impact fees be used for?
- How do impact fees work?
- School District Eligibility – How do districts demonstrate need for additional capital facilities?
 - District must determine whether they are eligible to request school impact fees
 - District Capital Facilities Plan must demonstrate both need and planned solution
 - Each city served by the School District must do
 - School district Capital Facilities Plan are reviewed by the ESD Board of Directors and by the King County School Technical Review Committee

- School districts update their Capital Facilities Plans and school impact fees annually to provide updated information to the cities they serve
- School Districts boundaries within Black Diamond city limits?
 - Enumclaw School District
 - Tahoma School District
 - Kent School District
 - Auburn School District
- How do districts calculate their impact fee? Fee calculations
 - School Impact Fees under the Washington State Growth Management Act
 - Methodology and Variables Used to calculate School Impact Fees
 - Reviewed appendix B – School impact fee calculation from Tahoma School District
- Proposed 2020 school impacts fees by school district for the two housing types (single and multi-family).
- Steps required for adoption of school impact fee in Black Diamond with suggested timing.
 1. Adopt school district Capital Facilities Plans by reference into the City’s Comprehensive Plan – Planning Commission public hearing 8/11 and Council Meeting on 8/20 (emergency ordinance)
 2. Adopt school impact fee program ordinance- Public hearing schedule for Council meeting of 8/6, Council possible adoption date on 8/20
 3. Adopt school impact fee resolution
 4. Execute ILA with each school district (fees cannot be collected until ILA is executed. Note: Steps 1 and 3 will need to be repeated annually)
- How do impact fees apply to the MPDs?
- Key Decisions – Potential Black Diamond modification to draft school impact fee ordinance (reasonable discretion)
 - Add exemption and/or waivers to impact fee ordinance?
 - Low-income housing
 - ADUs
 - Impose administrative fees?
 - Admin/accounting costs
 - Deferral costs
 - Deferral options?
 - Final inspection
 - Certificate of occupancy
 - 1st sale (paid out of seller proceeds)
 - Discount percentage?
 - 50% is common/standard “local share” in King County
- Potential exemptions or waivers
 - Proposed new BDMC 3.70.110
 - ADUs
 - Low-income housing (BDMC 3.70.110(G))
 - “Other development activities with broad public purposes” per RCW 82.02.060(2).
 - Extraordinary discounts or adjustments for public policy reasons

- Administrative fees

During the work session there was Council discussion on the following:

- Do schools have a limited time to use these fees? If they don't use the fees in the allotted amount of time where does that money go?
- Question on having the fee go directly to the school rather than having the city collect and then distribute to the school. What is best?
- Question regarding extra workload on staff to administer the collection of this fee?
- Adding a small administrative fee for processing the collected fees?
- Question on how the land use planning study would affect this?
- Does the formula take into account low income or senior housing? It was noted this would be a policy decision of Council.
- What dynamics and precedents have already been set for ADUs and low- income housing. Do other cities have these kinds of allowances?
- There was an extensive discussion on ADUs, low-income, and senior housing regarding should they be exempt from school impact fees or have a different rate. Following the discussion there was consensus that this needs to be discussed further at a work session.

In closing, City Attorney Linehan thanked all present for the robust discussion as areas needing more discussion were identified. He added that more input will be forthcoming from the public as the public hearing is scheduled for the August 6th Council meeting.

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Oglesbee. Motion **passed** with all voting in favor (7-0).

The meeting ended at 7:41 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of August 20, 2020
Virtual Meeting Via Zoom

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

PRESENT: Councilmembers Oglesbee, Wisnoski, Stout, de Leon, and Paige.

ABSENT: Councilmember Deady (excused)

Staff present: Andrew Williamson, MDRT/Ec Dev Director; Barb Kincaid, Community Development Director; Jamey Kiblinger, Police Chief; David Linehan, City Attorney; Mayene Miller, Finance Director; and Brenda L. Martinez, City Clerk/HR Manager.

AGENDA REVIEW AND APPROVAL:

Councilmember Stout **moved** to adopt the agenda; **second** Councilmember de Leon. Motion **passed** with all voting in favor (5-0).

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS: None

CONSENT AGENDA:

Councilmember de Leon **moved** to adopt the Consent Agenda; **second** Councilmember Oglesbee. Motion **passed** with all voting in favor (5-0). The Consent Agenda was approved as follows:

- 1) **Claim Checks** – August 20, 2020 Check No. 49042 through 49093 and EFTs in the amount of \$520,356.30
- 2) **Payroll** - July 31, 2020 Check No. 19991 through 19997 (void 19971) and ACHs in the amount of \$380,464.73
- 3) **Minutes** – Council Meeting of August 6, 2020
- 4) **AB20-053** – Resolution Regarding Final Plat Approval for The Villages MPD, Ten Trails Plat 2A Div 4
- 5) **AB20-054** – Resolution Authorizing Contract Amendment No. 2 to the Tacoma Water Wholesale Agreement

PUBLIC COMMENTS:

Written comments received are included with the minutes for this meeting.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

- 6) **AB20-055** – Resolution Authorizing Agreement with the Black Diamond Community Center for Administration of the COVID-19 Economic Hardship Assistance Grant Program

Finance Director Miller briefed Council on this agenda item.

Councilmember de Leon **moved** to approve Resolution No. 20-1375, authorizing the Mayor to sign an agreement with the Black Diamond Community Center to administer a portion of the CARES Act COVID Grant to assist Black Diamond residence with economic hardship assistance toward their rent or utility bills; **second** Councilmember Stout. Motion was **passed** with all voting in favor (5-0).

- 7) **AB20-056** – Ordinance Regarding Emergency Comprehensive Plan Amendment to Adopt School District Capital Facility Plans

Community Development Director Kincaid reported on this item.

Councilmember Oglesbee **moved** to approve Ordinance No. 20-1145 for an emergency amendment to Chapter 8.8 of the City's 2015-2035 Comprehensive Plan; **second** Councilmember de Leon. Motion **passed** with all voting in favor (5-0).

- 8) **AB20-057** – Ordinance Establishing a School Impact Fee Program

City Attorney Linehan presented this to Council and reviewed the process that has taken place on it.

Councilmember Wisnoski **moved** to approve Ordinance No. 20-1146, adding a new chapter 3.70 to the Black Diamond Municipal Code; establishing a school impact fee program; requiring the execution of interlocal agreements between the City and participating School Districts; authorizing the imposition and collection of impact fees by the City on behalf of participating School Districts on new development impacting school facilities; providing the formula for calculating impact fees; and providing procedures for impact fee credits, appeals, and refunds, all as authorized by the Growth Management Act and RCW 82.02.050 through 82.02.100, providing for severability; and establishing an effective date; **second** Councilmember Stout.

There was Council discussion.

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

- 9) **AB20-058** – Resolution Regarding Interlocal Agreement with the Auburn School District

Relating to School Impact Fees

City Attorney Linehan briefed Council.

Councilmember Oglesbee **moved** to adopt Resolution No. 20-1376, authorizing execution of an Interlocal Agreement with the Auburn School District relating to operation and administration of the School Impact Fee Program; **second** Councilmember de Leon. Motion **passed** with all voting in favor (5-0).

10) AB20-059 - Resolution Regarding Interlocal Agreement with the Enumclaw School District Relating to School Impact Fees

City Attorney Linehan briefed Council.

Councilmember de Leon **moved** to adopt Resolution No. 20-1377, authorizing execution of an Interlocal Agreement with the Enumclaw School District relating to operation and administration of the School Impact Fee Program; **second** Councilmember Stout. Motion **passed** with all voting in favor (5-0).

11) AB20-060 - Resolution Regarding Interlocal Agreement with the Kent School District Relating to School Impact Fees

City Attorney Linehan briefed Council.

Councilmember de Leon **moved** to adopt Resolution No. 20-1378, authorizing execution of an Interlocal Agreement with the Kent School District relating to operation and administration of the School Impact Fee Program; **second** Councilmember Wisnoski. Motion **passed** with all voting in favor (5-0).

12) AB20-061 - Resolution Regarding Interlocal Agreement with the Tahoma School District Relating to School Impact Fees

City Attorney Linehan briefed Council.

Councilmember Stout **moved** to adopt Resolution No. 20-1379, authorizing execution of an Interlocal Agreement with the Tahoma School District relating to operation and administration of the School Impact Fee Program; **second** Councilmember de Leon. Motion **passed** with all voting in favor (5-0).

13) AB20-062 – Ordinance Adopting School Impact Fees

City Attorney Linehan discussed this agenda item.

Councilmember de Leon **moved** to adopt Ordinance No. 20-1147, adopting a School Impact Fee Schedule; authorizing an additional fee for administering the School Impact Fee Program; providing for severability; and establishing an effective date; **second** Councilmember Wisnoski.

There was Council discussion.

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

14) **AB20-063** – Ordinance Amending BDMC Section 8.24.220 Relating to Moorage and Anchorage Restrictions on Lake Sawyer

Mayor Benson reported to Council on this and noted that SEPA has not been completed and will need to go on the next agenda. She discussed background information regarding how this ordinance came to be.

There was Council discussion.

DEPARTMENT REPORTS:

Police – Chief Kiblinger expressed her condolences on Craig Goodwin’s passing. She reported on the drowning that took place yesterday on Lake Sawyer and noted it being tragic.

Fire - Chief Smith reported on the brush fire from last week and thanked the contractors who helped extinguish it. He also discussed the drowning on Lake Sawyer and the need for people to be careful. He shared that some of their firefighter’s are in eastern Washington helping fight the wildfires. He stated that on September 21 the Captain and Lieutenant will be flying to the prebuilt conference on the fire truck. He commented that the M&O levy passed and thanked all the district citizens who supported this. In closing he gave a staffing update.

MAYOR’S REPORT:

Mayor Benson expressed that Craig Goodwin was her first mentor when she joined the Council. She admired him and is sad to see him gone. She discussed the website he shared with everyone and how he will be missed. She reported on the Mayors meetings she had attended where they talk about when cities will reopen and the possibility of not even opening up next year as some are worried about the virus coming back. She noted keeping in contact with cities, and homeless issues in Kent and Auburn regarding the facilities that were put there without their consent. Cities continue to allow people to work from home and rotating in so they can get their job done.

COUNCIL REPORTS:

Councilmember Oglesbee noted she was not able to attend the work session and will listen to audio. She echoed Mayor Benson’s comments on Craig Goodwin. She discussed the photos he took and sold and shared that all the profit went to the Black Diamond Community Center. She looks forward to reaching out to Nathan Jeffrey’s regarding communication with residents in Ten Trails and building the bridge between old and new citizens and keeping the traditions alive. She noted hoping everyone is well during these

trying times and to stay strong mentally and she encourages people to get involve in their community to shape the future of our city.

Councilmember Wisnoski sends his condolences to Craig's Goodwin's family. He thanked Ten Trail and Goodfellow with the wildland fire suppression. He shared good news that the Museum reached their goal to get their new furnace. He reported on an effort to get donations to help less fortunate children that may not have internet connections for when school starts and shared, they could contact Megan Sheridan on this. He reported attending Finance Committee meeting and thanked May Miller for reviewing the finances. He asked Ms. Kincaid if she could do a report on the permitting process update for the retail areas. Ms. Kincaid updated Council on the status of these permits. He inquired about the minor amendment and the chipping status and since no staff was present to report on that he would contact them directly for an update.

Councilmember Stout shared that if was not for Craig Goodwin she would not be here as a Councilmember. She noted he asked her to run and she said no, and then she had a great conversation with him about serving on the Council and said she'd consider it. She added he was a wealth of knowledge for her and helped her campaign. She expressed that Craig was a very good man and we will miss him. She commented on performing CPR and how it is very traumatic and if you have never experienced it, it is not what it looks like on TV and stated her heart goes out to the man who drowned at Lake Sawyer, the first responder and bystanders involved. She is grateful for the first responders who are there when we call. She commented on being curious about the fire in Ten Trails and it being in the middle of nowhere. Chief Smith noted there was some human activity in that area of a camp. The fire was approximately 1.2 miles away from Ten Trails. She reported attending the SCA social justice and equity panel, Finance and Public Works Committee meetings. She discussed that she is grateful that we are physical distancing, however she doesn't like it, the Zoom meetings do not allow for the best community involvement and she misses the public comments at the beginning and end of our meetings. She stated to community members they (Council) would love to hear from them and encouraged them to let them know as they want to listen and looks forward to the day meetings are not remote. In closing she stated she is grateful we have this platform but doesn't like it.

Councilmember de Leon expressed her condolences to the Goodwin family and shared it is heartbreaking. She noted Mr. Goodwin being a great support to her and an asset to the City. He will leave such a whole in our city. She sends her condolences to those grieving the loss of life on Lake Sawyer, appreciated Councilmember Stout's comment that it is shared trauma. She is glad we are working on items that are needed for safety on the lake. She reported attending the Public Works Committee meeting and the thorough walkthrough of the water plan. She attended the work session and is excited to see what will be next. She appreciates the correspondence with the staff members and noted that as we go into budget it will be really important that we make sure we set aside the funds for needed infrastructure and staffing for the future. She attended the Enumclaw School District Board meeting and hearing comments from students on issues they experience. She discussed a Ten Trails residence who reached out and proposed a resident association

and his hoping we can expand on that. She noted appreciating the work done today and what's to come

Councilmember Paige stated Mr. Goodwin may the wind be at your back and he will be greatly missed. He discussed the death on Lake Sawyer and noted info will be forthcoming on how that happened. He also noted that he did mention at last meeting his concern for the safety on the lake and is greatly concerned for that. Again, there is a lot of activity on the lake and lack of awareness by boaters and operators and the fact that Lake Tapps will be restricting access to their park will create a higher burden on our Lake. He expressed that as a City Council we need to see what we can do and when it goes beyond our powers, we need to reach out to others to create controls and rules that aren't currently in place. He again stressed he is very concerned and wants to be on record of being frustrated with the level of activity and he's talking about dereliction and misbehavior on the lake. He reported attending the Finance Committee meeting and noted Finance Director Miller is uber prepared and he appreciates that.

Councilmember Deady, City Clerk Martinez read a prepared statement from Ms. Deady regarding Mr. Goodwin sharing her condolences. That statement is attached to the minutes.

ATTORNEY REPORT:

City Attorney Linehan briefed Council on the move of City offices to where City Hall is located. He noted he has prepared a draft lease and it has been sent to the landlord for input to see where we are at. This lease is to allow departments to occupy the whole building. He added that a more detailed update would be coming soon.

EXECUTIVE SESSION: None

ADJOURNMENT:

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

The meeting ended at 8:17 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

Brenda Martinez

From: B Stuart <lovethenw4life@gmail.com>
Sent: Wednesday, August 19, 2020 5:00 PM
To: Brenda Martinez
Subject: Comment for Aug 20 Council Meeting

To: City Council Members
RE: Details of the School Impact Fee Proposal for Black Diamond

When looking at the City Council Agenda Bill, I am writing to once again express bewilderment at why our leadership of Black Diamond is giving away such a huge financial gift to developers, who are making millions and millions in profit at our little city's expense. Why in the world is it necessary at the very end of the formula (shown on "page 18 of 19") to cut the developer obligation by AT LEAST 50% (by dividing by 2)?! There are other considerations which rightly make it impossible to hold the developer obligation to 100%, but why give away 50% of the burden guaranteed?? Every dime of discounting that the developer gets will be a monstrous school tax burden on us the taxpayers in the future.

I like to offer constructive options, so here it is:

-
- At the end you should REMOVE the "divide by 2".
- Change it to MULTIPLY THE DEVELOPER OBLIGATION BY (1 - discount rate)

So, if the discount rate is 50%, it will be
_____ x (1 - 0.5) = _____ x 0.5

If the discount rate is 10%, it will be
_____ x (1 - 0.1) = _____ x 0.9

Thank you for your thoughtful consideration,

Bob Stuart
Black Diamond resident

What's Always Been Done Doesn't Mean It's Acceptable

I believe it is the goal of Enumclaw School District (ESD) to support students and families of ESD, but after reading the minutes from the July 20th School Board meeting and listening to the Black Diamond City Council on August 6th, I am furious as a taxpayer.

The school board had the opportunity to recommend the collection of maximum impact fees of \$17,945 from developers in Black Diamond. Instead of supporting struggling families and students of ESD, the board made the recommendation to give developers a 50% discount on developer school fees to collect only \$8,972. During the August 6th Council meeting, it was stated that it's common practice to discount developer fees by 50%. Does what's commonly been done make it acceptable?

Granting developers a discount leaves *you and me to foot the MILLIONS of dollars* in lost impact fees. ESD shouldn't be making recommendations to cities to reduce developer impact fees when the next five years bring a need for a rebuild of Kibler, a new Black Diamond Elementary, and adding capacity at the middle & high school level.

It is my strong opinion that passing any new tax bonds will be extremely difficult given the financial impacts of COVID. Voter support for school bond issues is higher when voters know land developers are paying their share fair of the cost of building new schools. I hear frustrated parents saying they shouldn't have to pay taxes when they are doing the jobs of teachers right now. It's foolish to expect voters to approve taxes when they feel the Council and School Board are giving away their tax dollars to developers, and voters aren't getting anything in return.

Developers are causing ALL of the growth in Black Diamond and development should pay for itself. Development should NOT leave the taxpayers footing the bill while land developers treat themselves to million dollar pay days.

I've taught for over twenty years and have seen the financial impacts of COVID. It has left working families homeless. I experienced this firsthand with a former student. COVID and distance learning has families paying for unexpected childcare and/or without jobs. Working families are being taxed out and leaving the area.

The Enumclaw School Board and the City of Black Diamond must collect the maximum legally supported land development impact fees. Please use your voice as an ESD voter to let the Enumclaw School Board and your City Council know they should be collecting the maximum impact fees from developers. "Ten Trails" Comprehensive School Mitigation Agreement (CSMA) allows for the City to collect much more than the proposed "half-off" discounted developer fee being proposed. The maximum developer school fee must be collected. Be heard by writing and speaking to the School Board on August 17, and the Black Diamond Council August 20th. Email and Phone-in meeting information is located on the Enumclaw School Board and City of Black Diamond websites.

Angela Fettig

Brenda Martinez

From: Rosemarie Wentz <rosemariewentz@hotmail.com>
Sent: Wednesday, August 19, 2020 4:20 PM
To: Brenda Martinez
Subject: Comments for Aug 20th Council Meeting

Ms. Martinez,

I would like to add my email to the Enumclaw School District attached below as part of the official record and comments for the Aug 20th meeting of the City Council.

I am unfortunately unable to attend the Councils Zoom meeting tomorrow night due to prior engagements. But I am watching the progress of this issue and will read the minutes and transcripts that follow tomorrow's meeting. The issue of School Impact Fees, keeping tax burdens on citizens low and maximizing the developer's contributions to our schools is of great importance to me.

Please pass my comments on to the Council Members.

Thank you,
Rosemarie Wentz
Black Diamond Citizen

From: Rosemarie Wentz
Sent: Wednesday, August 12, 2020 10:32 AM
To: sjkent@q.com <sjkent@q.com>; bryan_stanwood@enumclaw.wednet.edu <bryan_stanwood@enumclaw.wednet.edu>; tysongamblin@gmail.com <tysongamblin@gmail.com>; Jennifer@northback.com <Jennifer@northback.com>
Subject: Enumclaw School District and the City of Black Diamonds Developer School Impact Fees

Dear Enumclaw School Board Members,

I am a citizen of Black Diamond and have been reviewing the School Impact Fees Ordinance which our City Council is set to discuss tomorrow night, 8/13 at 7pm. At the last meeting it seemed the Council was unaware and confused regarding the maximum amount for an Impact Fee the City Council can choose to impose on the Developers. They only had a recommended amount from the School Board, from what I understand, it is half of what could be imposed on Developers.

As a citizen, I am concerned with the amount of development going on and the reduced developer portion of the School Impact fee. I'm concerned the needed schools will not be funded appropriately and our students and teachers will suffer. We are a city that is very opposed to new taxes and will vote down any initiatives or bonds that would increase our taxes, especially when we know the City could have had a higher Developer School Impact Fees but chose to not maximize those funds and instead are putting the burden on the citizens through higher taxes.

Because of this I'm asking if the School Board could email the city of Black Diamond council members and advise them of the maximum School Impact Fee they can put on the Developer to pay. Hopefully prior to the Thursday meeting on 8/13.

Email addresses for Council members are as follows:

spaige@blackdiamondwa.gov; cwisnoski@blackdiamondwa.gov; tdeady@blackdiamondwa.gov;
estout@blackdiamondwa.gov; kdeleon@blackdiamondwa.gov; mogleesbee@blackdiamondwa.gov

Itemized Concerns:

1. As you know, a voter-approved school bond to tax all Enumclaw School district residents will be necessary to build the new Elementary School and the high school expansion in the school district 6-year capital plan. (<https://app.eduportal.com/documents/view/761238>). Voter support for a tax increase in the form of a School Bond will be higher when land developers pay their fair share.
2. Developers (who build the new houses that causes the need for more schools) also share in the cost of schools.
3. The timing and construction of new schools impacts the quality of education for students, and so the District should ask the City of Black Diamond to collect the maximum legally supported developer school impact fee.
4. What will happen if voters feel in the future that a school bond is too much of a tax increase, and the bond fails?
5. The Board's July 20 Capital Plan's Impact Fee calculation shows a maximum of over \$17,900 allowed developer contribution per single family house (with a conservatively estimated actual construction cost, excluding land ,of over \$28,000 per house).
6. The final decision on how much of this \$17,900 to actually collect from developers is set by the Black Diamond City Council for houses built in Black Diamond.
7. The July 20 Capital Plan also gave examples of how much a 25% discount would be (\$13,459) or how much a 50% would be (\$8,972). The School Board sent to Black Diamond a recommendation of a 50% discount.
8. This developer discount will result in additional millions of costs for taxpayers. For example, if 300 houses are built in Black Diamond in one year, the difference between collecting \$8900 from developers and \$12,900 from developers is \$1.2 million dollars. Over 6 years, this is \$7,200,000. That is 20% of the cost of an elementary school. It's an enormous amount for taxpayers to pay.
9. Not collecting the full fee of \$17,900 from developers is too risky for our students.
10. As a school board member, I encourage you to let the city of Black Diamond know *prior to their August 13 workstudy* that the decision to collect up to the full impact fee of \$17,900 is the city council's decision. The discounted amount sent over by the School Board is causing great confusion in a decision that belongs to the city, not the school district.

Thank you,
Rosemarie Wentz
Citizen of Black Diamond

August 19, 2020

Public Comment Re: School Impact Fees for August 20th Council Meeting

From: Johna Thomson, Black Diamond WA

Mayor and Council,

I am thrilled to see the School Impact Fee Ordinance on the agenda for the August 20th meeting. I am also thrilled to also see all the supporting Agreements with the four school districts within the city of BD on the agenda. I look forward to seeing you pass this Ordinance and its accompanying Agreements at the meeting.

This issue has been on the table for more than a year-and-a-half, so it will be good to see you approve these agenda items and enable "growth to pay for growth" through this funding mechanism.

Thank you for giving this issue the time and attention required to resolve this long-outstanding issue for the benefit of Black Diamond students.

Thank you also to Mr. Linehan for his work on this issue.

Gratefully,

Johna Thomson
Black Diamond
Passionate Enumclaw School District Parent and Volunteer

Brenda Martinez

From: Renee Mix <r.mixdog4@comcast.net>
Sent: Wednesday, August 19, 2020 6:50 PM
To: Brenda Martinez; Erin Stout; Melissa Oglesbee; Tamie Deady; Kristiana De Leon; Steven Paige; Chris Wisnoski
Subject: Re: comment for aug 20

Hello City Council,

Sorry, my email program was not saving all my changes as I went. I think it was a bad Internet connection. So, my previous email had a couple of un-finished words.

To help our students and teachers and community, the suggested change I sent in regard to AB20-057 is:

school TOTAL UNFUNDED NEED and MULTIPLY BY (1 MINUS THE DISCOUNT RATE) to set the "DEVELOPER FEE OBLIGATION". (Get rid of "Divide by 2", which locks in a 50% discount.)

This could be written as:

TOTAL UNFUNDED NEED x (1 - THE DISCOUNT RATE) = DEVELOPER FEE

OBLIGATION(This change would be to page 18-19 of the draft School Impact Fee Ordinance - <http://ci.blackdiamond.wa.us/Depts/Clerk/Agendas/ItemizedAgendas/2020/Aug%2020/AB20-057,%20Ord%20Establishing%20School%20Impact%20Fee%20Program.pdf>)

I took some time to do a little math. The difference between a 50% discount and a 25% discount means a lot for our schools. The 50% discount to developers, as you know, is \$8,972 per house. A 25% discount would be $17,945 \times (1 - .25) = \$13,458$.

For 100 houses built, this would be \$1,345,000. For 600 houses built, which is about enough to need another elementary school, the amount is \$8,075,000. All of those funds go directly to help our students. An elementary school easily costs over \$37 million, so asking developers to contribute \$8 million when they generate all of the new capacity need is a small ask.

Thank you,

Renee Mix

p.s. School costs can be found in appendix C (page 26) of the Enumclaw School Capital Facilities Plan. <https://app.eduportal.com/documents/view/761238>

On 08/19/2020 5:18 PM Renee Mix <r.mixdog4@comcast.net> wrote:

Hi Brenda,

There was an error in my message. Can you use this one instead? I made a correct in the text below.

On 08/19/2020 5:00 PM Renee Mix <r.mixdog4@comcast.net> wrote:

Education is key to all communities, and I'm writing to you because you have the power to support kids. It is with that in mind that I mention that school bonds - *tax increases* - are at risk of failing for many reasons, a big one being that land developers don't pay their fair share. Think about your citizens.

Developers in our rapidly growing community, Black Diamond, should pay the full legal amount of school impact fee allowed. They should support our students. The rest of us will still have significant bonds to pay when it's time to build new schools.

You as a Council care about our city, and you want to do what's best for our schools/ students. So, to do this, the developer school impact fee should be as much as possible. There will still be plenty of tax for new schools to be paid by taxpayers. Growth will not completely pay for growth, but at least we can do better to make sure our kids have schools when needed.

The developer should pay at least 90% of the school impact fee. According to the school district (Enumclaw school district 6-year capital plan. <https://app.eduportal.com/documents/view/761238>), over \$28,000 will be needed for schools for each new house built. Their calculation is that \$17,945 would be the full impact fee that could be charged for each single family home built. 90% of this is \$16,150.

The calculation above is why our ordinance AB20-057 should change. Take the "TOTAL UNFUNDED NEED" and get rid of "~~divide by 2~~" and instead say "**MULTIPLY BY (1- DISCOUNT RATE)**"

There has to be something in it for us citizens. But now it's more crowding and more taxes.

Thank you,

Renee Mix

Councilmember Deady's Statement

Craig is one of the reasons I am a Councilmember here in Black Diamond. I had the pleasure of working with Craig as a new Councilmember and Craig being a more seasoned Councilmember. He was always willing to listen and add his vast knowledge to my ideas or concerns. I have always respected his opinion and have recently asked for his advice on issues dealing with city issues. Craig had a deep passion for our community and was a supporter of many nonprofit organizations in our city. His passion for photography and hiking brought us all to places we may never see in person, but get to witness through Craig's eyes. I will miss our talks about family and the city. He recently helped me with the Community Center fundraiser. Black Diamond residents have lost a hero but gained an angel looking over all of us. Rest in Peace my dear friend Craig Goodwin.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Ordinance amending BDMC Section 8.24.220 related to moorage and anchorage restrictions on Lake Sawyer	Agenda Date: September 3, 2020	
	AB20-063A	
	Mayor Carol Benson	X
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):	Public Works – Seth Boettcher	
Fund Source: --All Funds	Court – Stephanie Metcalf	
Timeline:		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Proposed Ordinance and Amendments (Exhibit A)		
SUMMARY STATEMENT: This proposed Ordinance was discussed at the August 20, 2020 Council meeting. The City has received numerous public comments and complaints regarding the mooring of unoccupied boats, overnight mooring, and people living on boats in Lake Sawyer. The proposed amendments to BDMC 8.24.220 address these concerns to better protect the City's valuable natural and recreational resources found in Lake Sawyer.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 20-1148, amending Black Diamond Municipal Code Section 8.24.220 of the Black Diamond Municipal Code related to moorage and living on vessels on Lake Sawyer; providing for severability; and establishing an effective date.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 20, 2020	Discussion only	
September 3, 2020		

ORDINANCE NO. 20-1148

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AMENDING SECTION 8.24.220 OF THE BLACK DIAMOND MUNICIPAL CODE RELATED TO MOORAGE AND LIVING ON VESSELS ON LAKE SAWYER; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City has adopted boating and water safety regulations into Chapter 8.24 of the Black Diamond Municipal Code (BDMC), and specifically adopted restrictions for boating on Lake Sawyer; and

WHEREAS, the City has received public comments and complaints regarding the mooring of unoccupied boats, overnight mooring, and people living on boats in Lake Sawyer; and

WHEREAS, the City's Shoreline Master Program restricts the placement and number of overwater structures and launching facilities, such as mooring buoys, on the Lake and further provides that "mooring buoys shall not be used for residential purposes (living on the boat)"; and

WHEREAS, the City's SEPA official has issued a DNS; and

WHEREAS, the City has determined that it is in the best interest of the City and for protection of the Lake's natural and recreation resources to restrict certain anchorage and moorage activities on Lake Sawyer; and

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

Section 1. Section 8.24.220 BDMC Amended. Section 8.24.220 of the Black Diamond Municipal Code is hereby amended as set forth in Exhibit A hereto.

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 3RD DAY OF SEPTEMBER, 2020.

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:

8.24.220 Lake Sawyer Restrictions

A. Noise Restrictions. It is a civil infraction to use or operate any vessel powered by motor power on Lake Sawyer unless the vessel propulsion system is: (1) a water cooled outboard engine of stock manufacture or a stock manufactured inboard engine with an outboard drive unit (inboard-outboards) which vents all exhaust gases through the lower drive unit in conjunction with cooling water and/or vents at a point on the drive unit which is under water at all times; or (2) is a water cooled direct drive inboard engine or other type of engine equipped with a muffler, silencer or other device or mechanism of sufficient size and capacity to effectively muffle and reduce noise similar to that of outboards and inboard/outboards. This includes both propeller and jet propulsion vessel.

B. Allowable Speeding and Hours. Vessels may exceed the speed limit of five (5) miles per hour between the hours of two p.m. and seven p.m. on Mondays through Fridays and from eleven a.m. to three p.m. on Saturdays, Sundays and holidays. The maximum speed allowable during "speeding hours" shall be thirty-six miles per hour. Vessels operating in excess of five (5) miles per hour with or without someone in tow shall not operate between buoys and shorelines and within one hundred feet from other craft or persons and shall proceed in a "counterclockwise" direction.

C. Operation Inside Buoy Areas. All motorized vessels shall operate at a no wake speed on shoreline side of buoy areas at all times.

D. Operation of Vessels. No vessel shall be operated in a manner so as to create tight circles in the water, or "donuts."

E. Water Skiing

1. No vessel which has in tow a person on water skis, aquaplane, surfboard or similar contrivance shall be operated or propelled in the waters of the City unless such vessel is occupied by at least two competent persons. (Competent shall be defined as a person responsible and capable of alerting the driver of the boat of any activities that require the attention of the driver.) The primary responsibility of the driver is to operate the vessel and the other person will act as an observer of the person in tow. It is the observer's responsibility to immediately inform the driver when a person under tow falls or is otherwise disengaged from the tow boat and to immediately raise a signal flag that is at least twelve inches square of bright orange or red material and mounted on a twenty-four inch or longer rod. Violation of this subsection shall constitute a misdemeanor.

2. No operator of a vessel shall have in tow a person on water skis, aquaplane, knee-board, surfboard or similar contrivance before sunrise or after sunset. Violation of this subsection shall constitute a civil infraction.

3. All persons being towed by vessel shall wear personal flotation devices that are approved by the United States Coast Guard. Violation of this subsection shall constitute a civil infraction.

F. Required distance from power craft to swimmers and row boats. It is unlawful for any motor powered craft to be operated while the propeller is engaged within fifty feet of any swimmer or any row boat, canoe, or other water conveyances on any lake within the City.

G. Marine Patrol Actions. Marine patrol officers shall have the discretion, depending on the volume of vessels on the lake, to require all boats not staying within the flow of traffic to move their activity to an area between the shoreline and the buoys described in subsection C of this section.

H. Aircraft on the water. All vessels shall keep clear of aircraft landing within any area now or hereafter set aside by law for such purpose. Aircraft on the water shall keep clear of all vessels and avoid impeding their navigation.

I. Overnight anchorage or moorage of vessels, between the hours of [] and [], is prohibited except when tied to a privately-owned pier, dock, or mooring buoy with the permission of the owner of the pier, dock, or mooring buoy.

J. An unoccupied vessel may only be anchored or moored to a city pier or dock while the vessel's trailer is being parked or retrieved.

K. Vessels shall not be used for residential purposes, or living on the vessel, while anchored or moored on the Lake, even for short-term or temporary periods regardless of whether the vessel is a primary or secondary residence.

L. Posting. The City shall post a complete copy of this section at all public and commercial access areas to Lake Sawyer.

Commented [AMS1]: I think you are going to want to put in some parameters, otherwise what if someone is out until, for example, midnight but planned to leave at 12:30. Not "overnight" but perhaps not what you intended. I don't see any restrictions for boating "hours" on the lake other than speed limit hours.

Commented [AMS2]: You may wish to remove "with the permission of the owner of the pier, dock, or mooring buoy." Ultimately, that is a private matter that the City likely doesn't want to get involved with.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: September 3, 2020	AB20-064
Resolution authorizing addendum to our Agreement with SCORE (South Correction Entity) for inmate housing	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	X
Cost Impact (see also Fiscal Note): Varies	Public Works – Seth Boettcher	
Fund Source: General Fund	Court – Stephanie Metcalf	
Timeline:		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution; ILA Exhibit A		
<p>SUMMARY STATEMENT:</p> <p>Currently the City of Black Diamond contracts with SCORE for inmate housing and would like to continue utilizing the South Correctional Entity in Des Moines as an option when booking offenders. The addendum outlines fees and charges for services, effective January 1, 2021.</p> <p>2021 rates are \$184.00/day plus additional surcharges if applicable (mental health, medical, etc.)</p> <p>FISCAL NOTE (Finance Department): N/A</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 20-1380, authorizing the Mayor to execute an addendum to our SCORE Agreement for inmate housing.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 3, 2020		

RESOLUTION NO. 20-1380

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO THE AGREEMENT FOR INMATE HOUSING WITH SOUTH CORRECTIONAL ENTITY FOR 2021.

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

WHEREAS, currently the City of Black Diamond contracts with the South Correctional Entity for Inmate Housing;

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

Section 1. The Mayor is hereby authorized to execute an Addendum to the Inmate Housing Agreement with the South Correctional Entity for 2021 in the form as attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 3RD DAY OF SEPTEMBER, 2020.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

AMENDMENT TO ORIGINAL AGREEMENT FOR INMATE HOUSING

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING dated as of _____, 2020 (hereinafter "Amendment to Original Agreement") is made and entered into by and between the **SOUTH CORRECTIONAL ENTITY**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the CITY OF BLACK DIAMOND (hereinafter the "City" and together with SCORE, the "Parties" or individually a "Party"). This Amendment to Original Agreement is intended to supplement and amend that certain Interlocal Agreement for Inmate Housing between the Parties dated 01/01/2020, as it may have been previously amended (the "Original Agreement"). The Parties hereto mutually agree as follows:

1. **EXHIBIT A. FEES AND CHARGES AND SERVICES.** Per section 4 (Compensation) of the Original Agreement is hereby amended to include the following:

Daily Housing Rates

General Population – Guaranteed Beds	\$128.00	No. of Beds: _____
General Population – Non-Guaranteed Beds	\$184.00	

Daily Rate Surcharges:

Mental Health – Residential Beds	\$159.00
Medical – Acute Beds	\$217.00
Mental Health – Acute Beds	\$278.00

<u>Booking Fee</u>	\$35.00	Waived until Dec. 31, 2021
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Daily Rate Surcharges are in addition to the daily bed rates and subject to bed availability. The Booking Fee will be charged to the jurisdiction responsible for housing the inmate. Fees, charges and services will be annually adjusted each January 1st.

2. **SECTION 1. DEFINITIONS:**
- a. **Commencement Date.** The bed rates provided for in Section 1 of this Amendment to Original Agreement shall become effective **January 1, 2021**. This Amendment to Original Agreement may be executed in any number of counterparts.
 - b. **Member City** means "Owner City" as set forth in the SCORE Public Development Authority Amended and Restated Interlocal Agreement dated December 11, 2019.
3. **RATIFICATION AND CONFIRMATION.** All other terms and conditions of the Original Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Original Agreement as of the date first mentioned above.

SOUTH CORRECTIONAL ENTITY

CITY OF BLACK DIAMOND

Contract Agency Name

Signature

Signature

Date

Date

ATTESTED BY:

Signature

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198

BLACK DIAMOND POLICE DEPARTMENT

PO Box 309

Black Diamond, WA 98010

Attention: Executive Director Devon Schrum

Attention: Chief Kiblinger

Email: dschrum@scorejail.org

Email: jkiblinger@blackdiamondwa.gov

Telephone: 206-257-6262

Telephone: 360-851-4450

Fax: 206-257-6310

Fax: 360-851-4451

DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS AGREEMENT:

DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS AGREEMENT:

Name: Devon Schrum

Name: Jamey Kiblinger

Title: Executive Director

Title: Police Chief

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution authorizing agreement with Parametrix for a Traffic Impact Fee Study	Agenda Date: September 3, 2020	
	AB20-065	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Aaron Nix	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$78,851	Public Works – Seth Boettcher	X
Fund Source: --Real Estate Excise Tax	Court – Stephanie Metcalf	
Timeline: December 2020 but no later than April 2021.		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: resolution, contract, scope of work, project budget exhibit		
SUMMARY STATEMENT: City staff is recommending the City study and consider implementing a traffic impact fee.		
BACKGROUND: RCW Chapter 82.02 provides cities with the authority to impose impact fees to ensure that adequate facilities are available to serve new growth and development and to ensure that such new growth and development pays a proportionate share of the cost of new facilities necessary to serve such new growth and development. Many cities in Washington impose transportation impact fees on new growth and development within their jurisdictions. Historically, much of the City’s future needed traffic capacity adding projects have been or are planned to be addressed by the Master Planned Developer within the City through a negotiated development agreement. The City has also historically relied upon its SEPA authority and through RCW 82.02.020 voluntary agreements to mitigate transportation impacts from new growth and development.		
Establishment of a City of Black Diamond traffic impact fee would provide the City with another tool to ensure that adequate facilities are available to serve new growth and development and that such growth/development pays its proportionate share of such facilities.		
The staff is recommending the study and consideration of a transportation impact fee program for the following reasons: <ol style="list-style-type: none"> 1. A traffic impact fee (TIF) will be more predictable for developers in their project planning, 2. A TIF will be a uniform system for Staff to administer; 3. A TIF can provide a more precise measurement of impacts of new growth and development on the City’s transportation facilities. 		

FISCAL NOTE (Finance Department): \$80,000 was budgeted for this study in 2020. \$12,165 have been spent on preliminary consulting and legal assistance related to TIF and the current traffic mitigation system leaving \$67,835 of budgeted remaining. Additional legal expenses are expected and potentially additional consulting work. The staff is requesting an additional \$20,000 for legal assistance with preparing an ordinance and a contingency for additional technical assistance. The additional funds are available in Real Estate Excise Tax revenue which has come in higher than budgeted. This 2020 Budget change will be included in the December 2020 total Budget amendment.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Public Works Committee is in full support of moving this study forward for consideration before the city council

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 20-1381, authorizing the Mayor to sign the professional service contract with Parametrix in the amount of \$78,851 for a Traffic Impact Facilities Plan and a Traffic Impact Fee Analysis and to appropriate \$20,000 of additional funds from Real Estate Excise Tax.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 3, 2020		

RESOLUTION NO. 20-1381

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY WASHINGTON, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH PARAMETRIX TO PROVIDE A TRAFFIC IMPACT FEE FACILITIES PLAN AND TRAFFIC IMPACT FEE ANALYSIS

WHEREAS, the Black Diamond City Council approved an addendum to the 2019 – 2024 Capital Improvement Plan by Resolution 19-1304 adding a Traffic Impact Fee Study project; and

WHEREAS, the City Council included the funding for a Traffic Impact Fee in the 2020 budget; and

WHEREAS, the City has authority pursuant to RCW Ch. 82.02 to impose impact fees to ensure that adequate facilities are available to serve new growth and development and to ensure that such new growth and development pays a proportionate share of the cost of new facilities necessary to serve such new growth and development; and

WHEREAS, a traffic impact fee is expected to 1) be more predictable for developers in their project planning, and 2) provide a uniform system for Staff to administer and 3) provide a more precise measurement of impacts of new growth and development on the City's transportation facilities; and

WHEREAS, the City desires to study how the City can establish a traffic impact fee within the City;

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND HERBY RESOLVES AS FOLLOWS:

Section 1. The City Council does hereby authorize the Mayor to sign the attached contract with Parametrix in the amount not to exceed \$78,851 to provide a traffic impact fee facilities plan and traffic impact fee analysis in a form substantially the same as that attached as Exhibit A and appropriate \$20,000 of additional Real Estate Excise Tax funds for legal and potential additional technical services

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 3RD DAY OF SEPTEMBER, 2020.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the or this “Agreement”), for reference purposes only, is dated Sept 3rd, 2020 and is entered into by and between the City of Black Diamond (the “City”), a Washington municipal corporation, whose address is:

CITY OF BLACK DIAMOND, WASHINGTON (the “City”)

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: Seth Boettcher Phone: 360-851-4520 e-mail

sboettcher@blackdiamondwa.gov

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

1019 39th Ave S.E., Suite 100

Puyallup, WA 98374

Contact: Austin Fisher Phone: 253-604-6747 email: afisher@parametrix.com

Tax Id No.: _____

for professional services in connection with the:

Impact Fee Facilities Plan and Impact Fee Analysis.

TERMS AND CONDITIONS

1. Services by Consultant

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

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

1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree

of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

2. Schedule of Work

2.1 Consultant shall perform the services described in the Scope of Work Exhibit "A" in a timely manner with the goal to meet the project schedule as outlined at the end of Exhibit "A"

2.2 The contract term is 7 months and shall expire on March 31st, 2021 unless extended by authorization of the Mayor.

2.3 Consultant will work within the project schedule and will proceed with the work and shall assure that it, and its subconsultants, will have adequate staffing at all times in order to complete the Scope of Work in a timely manner. There may be delays due to unforeseen circumstances (i.e., additional meetings or extended review periods) which may result in additional effort necessary for project management, design, research, and administration in order to keep the design work on schedule. If factors beyond Consultant's control that could not have been reasonably foreseen as of the date of this Agreement cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. The Consultant shall provide the City with written notice of any delay, or potential delay, that may trigger the need for a time extension within 3 business days after the Consultant becomes aware of the delay or potential delay. The Public Works Director may grant additional time to complete the study within the contract term.

2.3 Consultant is authorized to proceed with services upon execution of this agreement.

3. Compensation

3.1 TIME AND MATERIALS NOT TO EXCEED. Compensation for the services provided in the Scope of Work shall not exceed \$78,851.00, as estimated by category of work and totaled in Exhibit "B", without the written authorization of the City and will be based on the billing rates and reimbursable expenses also included in Exhibit "B."

4. Payment

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

4.2 All invoices shall be paid by City warrant within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

4.3 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.

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

5. Discrimination and Compliance with Laws

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

5.2 Consultant and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Consultant's ineligibility to conduct further work for the City.

6. Suspension and Termination of Agreement

6.1 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing ten (10) days prior to the termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

6.2 Any notice from the City to Consultant regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

7. Standard of Care

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

8. Ownership of Work Product

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon termination of this Agreement. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement and the Project to which it relates, without written concurrence by Consultant, will be at the sole risk of the City.

8.2 The City acknowledges Consultant's documents as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the work.

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

9. Indemnification/Hold Harmless

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its sub-consultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Provided, however, that if any such claims, injuries, damages, losses or suits result from the concurrent negligence of Consultant and the City, and the City's officers, employees, agents or volunteers it is expressly agreed that Consultant's obligations and indemnity under this paragraph shall be effective only to the extent of Consultant's negligence.

9.2 The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

9.4 The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance

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

10.2 Consultant shall procure and maintain the following types and amounts of insurance:

a. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. This insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability insurance appropriate to Consultant's profession, with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

a. Consultant's insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.

b. Consultant's insurance shall be endorsed to state that coverage shall not be cancelled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

10.4 The City shall be named as an additional insured under Consultant's Automobile Liability and Commercial General Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.

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

10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City not less than ten (10) days following both parties signing this Agreement and before commencement of the work. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy Consultant must procure and maintain pursuant to this Agreement and Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

11. Assigning or Subcontracting

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

12. Independent Contractor

12.1 Consultant and its subconsultants are, and shall be at all times during the term of this Agreement, independent contractors. No agent, employee, representative, or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative, or sub-consultant of the City. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

13. Notice

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

City:

Mayor Carol Benson
City of Black Diamond

P.O. Box 599
Black Diamond, WA 98010
e-mail cbenson@blackdiamondwa.gov

With a copy to: David A. Linehan, City Attorney
Madrona Law Group, PLLC
14205 SE 36th Street
Suite 100, PMB 440
Bellevue, Washington 98006

Consultant: _____

14. Disputes

14.1 Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court, Kent, Washington.

15. Attorney Fees and Jurisdiction

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

15.2 Jurisdiction over any disputes arising out of this Agreement shall lie solely in King County Superior Court.

16. General Administration and Management on Behalf of the City

16.1 The Mayor of the City, or her designee (the contract Administrator), shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant. Consultant understands and agrees that any and all work to be performed pursuant to this Agreement must be approved in advance by the contract Administrator. No third party, including the project applicant, shall have any direct control or influence over the services performed under this Contract.

16.2 Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of

inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

16.3 The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options and the same shall be and remain in full force and effect.

17. Extent of Agreement/Modification

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

18. Conflict of Interest; Non-Collusion

18.1 No officer, employee, or agent of the City, nor any member of the immediate family of any such officer, employee, or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Consultant shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The Consultant further covenants that, in performance of this Contract, no person having any such interest shall be employed by the Consultant. The contractor's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

18.2 The Contractor warrants and represents that the Contractor has not, nor has any other member, employee, representative, agent or officer of the Contractor, entered into or offered to enter into any combination, collusion, or agreement with any person or entity to receive or pay, and that it has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

CITY OF BLACK DIAMOND

CONSULTANT

By: _____

Carol Benson

Its: Mayor

Date: _____

By: _____

Printed Name: _____

Its: _____

Date: _____

Attest:

By:

Brenda L. Martinez

City Clerk

APPROVED AS TO FORM:

David A. Linehan

City Attorney

Exhibit A

SCOPE OF WORK

City of Black Diamond Impact Fee Facilities Plan and Impact Fee Analysis

BACKGROUND

The City of Black Diamond (City) is considering the development of a transportation impact fee for public streets and roads. Further, the City is considering how an Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA) could assist in the review of the Concurrency Management ordinance as required by the Washington State Growth Management Act. Parametrix (Consultant) has developed a proven methodology for the preparation of Impact Fee Facilities Plans in accordance with the Washington Administrative Code (WAC) 365-196-850 Impact Fees and the Revised Code of Washington (RCW) 82.02.060 Impact Fees-Local Ordinances-Required Provisions.

Key Assumptions

In the development of the following scope of work, the following assumptions have been made:

1. The City of Black Diamond has an existing transportation plan that describes capacity needs and planned or programmed transportation capacity improvement projects for the next 6 years.
2. Consultant efforts may include the implementation of the developed cost per trip into equivalent residential units, or other land use types, to facilitate the development of fair share trip rates.
3. It is assumed that the City of Black Diamond will encompass a single “impact fee zone” such that impact fees will not be expected to vary based on the geography of development within the City. Consultant does not guarantee that this approach provides the most equitable distribution of transportation improvement costs to development projects in different locations within the city.

TASK 1 – PROJECT MANAGEMENT

Description

Consultant will perform project management and submit monthly invoices with status reports. Consultant will perform quality assurance and quality control for each task.

Deliverables

- Monthly invoices and status reports.

TASK 2 – EXISTING TRAFFIC OPERATIONS

Description

Consultant will calculate existing PM peak-hour level of service (LOS) in the City of Black Diamond at the study intersections and identify intersections that currently operate below LOS standards defined in the City’s Comprehensive Plan. Roadway LOS will also be calculated. The analysis will be conducted using HCS (v 7), Synchro (v 10) and SIDRA (v 8) and will be based on methodologies described in the *Highway Capacity Manual*.

Assumptions*

- Two-hour PM peak hour counts will be collected at ten (10) intersections at the ten (10) intersections identified in Table 7-1 of the City's Comprehensive Plan.
- 72-hour average daily traffic (ADT) counts will be collected at up to 15 locations.
- PM peak hour LOS will be calculated at the ten (10) intersections identified in Table 7-1 of the City's Comprehensive Plan.
- Roadway LOS will be calculated for up to 15 segments on highways, major arterials, minor arterials, and collector streets within the city limits including: SR 169, SE 288th Street, Roberts Drive/Auburn-Black Diamond Road, Lake Sawyer Road*, Morgan Street, Lawson Street, Black Diamond-Ravensdale Road and Baker Street.
- Roadway LOS will not be calculated for local streets.
- The Existing 2020 model will be based on existing network conditions.

*Minor continuous arterial on the west boundary of the City including Lake Sawyer Road, 228th Ave SE and 224th Ave SE, SE 196th Street and 216th Ave SE changing names as it meanders along the western boundary of the city.

Deliverables

- Existing LOS results for study intersections, including summary tables and maps.
- Existing LOS for roadways, including summary tables and maps.

TASK 3 – IDENTIFY DEMANDS PLACED UPON EXISTING FACILITIES BY FORECASTED GROWTH

Description

Consultant will identify the demands placed on existing facilities by new development and overall growth in background traffic.

Scope of Work

- Produce two sets of traffic forecasts for a 6-year planning horizon.
 - One set of traffic forecasts will be based on the growth rate in the City's Comprehensive Plan. These forecasts included expected growth of the Master Planned Development.
 - A second set of traffic forecasted will be forecasted using growth rates from the State's Office of Financial Management (OFM).
- Create refined zone system that splits larger zones in the current model to better reflect development areas. Land use will be refined to reflect appropriate totals for each of the new zones and the roadway network will be adjusted as well.
- Calculate Year 2026 PM peak hour level of service at the study area intersections for two separate growth forecasts.
- Calculate Year 2026 level of service for City roadways for two separate growth forecasts.

- Identify intersections and roadways that are forecasted to operate below LOS standards defined in the City's Comprehensive Plan.

Assumptions

- The study will use the Puget Sound Regional Council regional EMMIE travel demand model to estimate overall growth in background traffic.
- Information regarding other planned development in the City of Black Diamond apart from the Lawson Hills and The Villages Master Planned Developments, will be included in both future forecasted traffic volumes scenarios

Deliverables

- Year 2026 PM peak-hour LOS results for study intersections, including summary tables and maps, for two future forecasted scenarios.

TASK 4 – IDENTIFY THE INFRASTRUCTURE REQUIRED TO MEET FUTURE DEMANDS

Description

Based upon the demands placed on existing facilities by new development, Consultant will identify the projects required to maintain LOS standards defined in the City's Comprehensive Plan. Consultant will develop planning level project cost estimates and will determine the project costs eligible to be recouped through impacts fees.

Scope of Work

- Select projects from the Comprehensive Plan, the Transportation Improvement Plan, and the Capital Facilities Plan to satisfy future demands to make up the Impact Fee Facilities Plan (IFFP).
- Calculate Year 2026 PM peak hour level of service at the study area intersections and study area roadways with IFFP projects.
- Produce planning cost estimates for IFFP projects.

Assumptions

- Planning level cost estimates will be developed based on Parametrix's professional judgement of updated cost estimates in the City's Comprehensive Plan, Transportation Improvement Plan, Capital Improvement Plan and in coordination with City staff.

Deliverables

- Identified infrastructure required to meet forecasted demand for the City of Black Diamond.

TASK 5 – ESTABLISH A COST PER TRIP AND FEE SCHEDULE

Description

Consultant will prepare a Traffic Impact fee schedule use city wide. The fee schedule will be based upon a cost per PM peak hour trip which is generated from the total IFFP project cost eligible for impacts fees and the total new trips generated by growth within the 6-year planning horizon.

Scope of Work

- Determine total IFFP project cost eligible for impact fees, proportional to the capacity utilized by new development.
- Determine the total new trips generated by new development within the City during the planning horizon.
- Calculate a maximum allowable cost per trip.
- Provide the study and calculations for a recommended traffic impact fee in \$ per PM peak hour trip for implementation within the City.

Assumptions

- Land use categories will be consistent with the ITE Trip Generation Manual (10th Edition, ITE).

Deliverables

- Recommended cost per PM peak hour trip

TASK 6 – PUBLIC HEARING/MEETING SUPPORT

Description

Consultant will support the project through preparation of support materials and attendance at public open houses. Consultant will also regularly coordinate and meet with City staff and other relevant committees.

Meetings

- Up to four (4) meetings with City staff. Meetings will include:
 - Meeting prior to Task 3 to discuss and agree on any assumptions on Traffic Analysis zones and appropriate land use applications.
 - Meeting prior to Task 5 review updated cost estimates and assumptions.
 - Meeting to review draft report
 - Meeting to prepare for workshop and public hearing
- One (1) workshop with City Council.
- One public hearing

Council Workshop

The Consultant will support the planning for one in-person to come to a City workshop, two hours in duration at a location within the City of Black Diamond

Assumptions

- Meetings with City staff are assumed to be 1 hour in length.
- One (1) meeting will be in-person with City staff, attended by one member of the Consultant Team. Other Consultant Team members will attend via conference call.

- One Consultant staff will attend one (1) Council Workshop, assumed to be up to 2 hours in duration.
-

Deliverables

- Meeting notes.

TASK 7 –TRAFFIC IMPACT FEE RECOMMENDATION

Description

Consultant will prepare a draft IFFP documenting background, assumptions, process, and outcome of the study. The IFFP will include documentation of the impact fee analysis. The draft plan will be submitted to the City of Black Diamond for review and comment. The draft plan will be revised based on the City’s comments, and a final plan will be submitted.

Assumptions

- Up to two review periods and updates are included in the draft document.
- One review period will be needed for the final plan.
- The City of Black Diamond staff will consolidate all comments and resolve conflicting comments prior to the Consultant making report updates.

Deliverables

- Draft IFFP
- Final IFFP

Schedule

Task	Description	Sept	Oct	Nov	Dec
1	Project Management	█			
2	Existing Traffic Operations	█	█	█	█
3	Identify Demands Placed Upon Existing Facilities by Forecasted Growth	█	█	█	█
4	Identify the Infrastructure Required to Meet Future Demands	█	█	█	█
5	Establish a Cost Per Trip and Fee Schedule	█	█	█	█
6	Public Hearing/Meeting Support	█	█	█	█
7	IFFP Plan	█	█	█	█

EXHIBIT B

Client: City of Black Diamond

Impact Fee Facilities Plan and Impact Fee Analysis Budget Estimate

			Burdened Rates:											
			\$225.00	\$130.00	\$245.00	\$160.00	\$170.00	\$190.00	\$125.00	\$140.00	\$140.00	\$110.00		
Task	SubTask	Description	Labor Dollars	Labor Hours										
					Alexandra D. Atchison	Marian E. Healy	Jennifer A. John	Kai Tohinaka	Cameron J. Woodcock	Edward P. Soto	Bryan E. Townley	Amanda B. Lucas	Christy Pope	Kassie N. Winters
					Sr Engineer	Engineer II	Sr Consultant	Planner IV	Engineer IV	Sr Engineer	Planner II	Publications Supervisor	Sr Project Control Specialist	Project Accountant
01		Impact Fee Facilities Plan and Analysis												
	01	Project Management	\$3,800.00	24	8								8	8
	02	Existing Traffic Operations	\$7,250.00	50	8	40					2			
	03	Identify Demands Placed on Existing Facilities	\$12,870.00	68	4	8	24	30			2			
	04	Identify Infrastructure Required to Meet Demands	\$17,730.00	108	4	24	6	50	16	8				
	05	Establish Cost Per Trip & Fee Schedule	\$6,020.00	36	4			32						
	06	Public Hearing/Meeting Support	\$13,100.00	72	32			4	12		24			
	07	IFFP	\$11,520.00	64	16			8	24		8	8		
Labor Totals:			\$72,290.00	422	76	72	42	148	16	8	36	8	8	8
Totals:			\$72,290.00		\$17,100.00	\$9,360.00	\$10,290.00	\$23,680.00	\$2,720.00	\$1,520.00	\$4,500.00	\$1,120.00	\$1,120.00	\$880.00

Subconsultants

IDAX - Traffic Counts	\$6,400.00
Subconsultants Total:	\$6,400.00

Other Direct Expenses

Mileage - \$0.575/mile	\$161.00
Other Direct Expenses Total:	\$161.00

Project Total **\$78,851.00**

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT: Ordinance amending the 2020 Salary Schedule as adopted by Ordinance No. 20-1137 to reflect the addition of a 1.0 FTE Senior Planner for the Community Development Department		Agenda Date: September 3, 2020	AB20-066
		Mayor Carol Benson	X
		City Administrator	
		City Attorney David Linehan	
		City Clerk/HR – Brenda L. Martinez	
		Com Dev – Barb Kincaid	X
		Finance – May Miller	
		MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note):		Police – Chief Kiblinger	
Fund Source: --General Fund		Public Works – Seth Boettcher	
Timeline: ASAP		Court – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator			
Attachments: Proposed Ordinance and Proposed Amendment to the 2020 Salary Schedule and Original 2020 Salary Schedule (Exhibit A to Ord 20-1137).			
<p>SUMMARY STATEMENT:</p> <p>Currently, the Community Development Department consists of one full time permit technician, one full time planner/permit technician, one code enforcement/building inspector, one building official, and the department director.</p> <p>The adopted 2020 adopted Salary Schedule includes a funded position to hire an additional code enforcement/building inspector as well as an unfunded position for a senior planner. When the 2020 Community Development Budget was developed, it was assumed the number of homes in Ten Trails would warrant the hiring of a second inspector. This assumption did not prove out and the position has gone unfilled. It is likely this position will be filled in 2021.</p> <p>What has occurred, which was not anticipated during the 2020 budget cycle, is the pent-up development triggered outside of the MPDs by the construction of new homes in Ten Trails. This has created a large influx of development proposals including several new subdivisions, and commercial land use applications.</p> <p>This new development activity, combined with the additional effort needed to switch to a paperless permitting process, format the new website, and several other special projects such as the park plan update and code amendments have created the need to hire an additional planner. The fiscal impact of hiring a senior planner on the 2020 budget would be minimal.</p> <p>This is because the savings from not filling the second code enforcement/building inspector position is approximately \$9,526 per month (\$114,316 for 2020) and the budget impact of hiring a Senior Planner for the fourth quarter of 2020 would be approximately \$39,000.</p>			

During this years 2021 budget cycle, Community Development will be requesting Council to continue funding the Senior Planner Position. Additionally, a request will be made to add a second permit technician to the budget.

FISCAL NOTE (Finance Department) The 2020 saving from the unfilled Code /Inspector position is in excess of the funds needed to fill the Sr. Planner position for the balance of 2020.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Finance Committee Reviewed the request for the Sr. Planner for Community Development and recommended forwarding to full council.

RECOMMENDED ACTION: **MOTION to adopt Ordinance No. 20-1149 amending the 2020 Salary Schedule as adopted by Ordinance No. 20-1137 to reflect budgeting and hiring of a Senior Planner for the Community Development Department**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 3, 2020		

ORDINANCE NO. 20-1149

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AMENDING THE 2020 SALARY SCHEDULE AS ADOPTED BY ORDINANCE NO. 20-1137 TO REFLECT THE ADDITION OF A 1.0 FTE SENIOR PLANNER FOR THE COMMUNITY DEVELOPMENT DEPARTMENT

WHEREAS, the Community Development Department is currently understaffed to process land use and development applications in a timely manner and needs to hire a 1.0 FTE Senior Planner to correct this deficiency; and

WHEREAS, it is necessary to amend Exhibit A, 2020 Salary Schedule attached to Ordinance No. 20-1137 to add a 1.0 FTE Senior Planner to the Community Development Department;

WHEREAS, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. The 2020 Salary Schedule attached to Ordinance No. 20-1137 is hereby amended as shown in Exhibit A.

Section 2. The information contained herein remains provisional to the extent they are subject to mandatory bargaining with the City's collectively bargained employees as required by Washington law RCW 41.56 et seq.

Section 3. 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.

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

David Linehan, City Attorney

Published:

Posted:

Effective Date:

Proposed Salary Schedule Amendment: See Line #39

Budgeted 2020 Positions	2020 Salary Schedule					
	Step 1	Step 2	Step 3	Step 4	5 & On	
	City Administrator	9,345	9,649	10,112	10,478	10,848
	Assistant City Administrator	8,033	8,435	8,837	9,238	9,640
✓	Court Administrator	5,891	6,159	6,427	6,694	6,962
	Court Clerk (hourly)	20.23	21.93	23.61	25.30	26.98
✓	Court Clerk	3,507	3,801	4,093	4,385	4,677
	Accounts Payable Clerk (hourly)	17.91	19.34	20.89	22.56	24.93
✓	MDRT & Economic Director	7,498	7,899	8,301	8,703	9,104
	City Attorney	8,161	8,569	8,997	9,447	9,919
✓	City Clerk/HR Manager	7,498	7,899	8,301	8,703	9,104
✓	Deputy City Clerk	4,499	4,814	5,128	5,443	5,757
✓	Finance Director	7,498	7,899	8,301	8,703	9,104
✓	Deputy Finance Director	6,631	7,013	7,396	7,778	8,161
✓	Accounting Clerk/Utility Billing Specialist	4,181	4,391	4,610	4,840	5,082
✓	Senior Accountant	4,773	5,107	5,440	5,774	6,107
✓	MDRT Senior Accountant (hourly)	27.36	28.73	30.16	31.68	33.26
	Accountant 1 Journey (hourly)	16.61	17.43	18.30	19.22	20.18
✓	Administrative Assistant II	3,376	3,658	3,939	4,220	4,501
	Administrative Assistant I	2,356	2,544	2,731	2,919	3,106
✓	Information Services Manager	7,314	7,737	8,159	8,580	9,003
✓	Police Chief	10,236	10,585	11,008	11,287	11,692
✓	Police Commander	9,194	9,514	9,794	10,074	10,398
✓	Police Sergeant	8,292	8,757	-	-	-
✓	Police Officer	5,037	5,645	6,255	6,863	7,440
✓	Police Records Coordinator	4,499	4,814	5,128	5,443	5,757
	Police Clerk (hourly)	17.62	19.33	21.03	22.22	24.43
✓	Police Clerk	3,054	3,350	3,645	3,851	4,234
✓	Facilities Equipment Coordinator	4,727	5,058	5,388	5,719	6,048
	Human Resources Director	7,498	7,899	8,301	8,703	9,104
✓	Community Dev/Nat Resources Director	7,498	7,899	8,301	8,703	9,104
	Permit Technician Supervisor	5,891	6,159	6,427	6,694	6,962
✓	Permit Technician	4,727	5,058	5,388	5,719	6,048
	Permit Technician (hourly)	27.27	29.18	31.09	32.99	34.89
✓	Code Compliance Officer/Building Inspector	4,499	4,814	5,128	5,443	5,757
✓	Senior Planner	5,355	5,622	5,903	6,198	6,508
✓	Assistant Planner / Permit Technician	4,499	4,814	5,128	5,443	5,757
	MDRT Planner (hourly)	25.95	27.77	29.59	31.40	33.22
✓	Building Official	6,962	7,364	7,766	8,167	8,569
	Parks Department Director	7,498	7,899	8,301	8,703	9,104
✓	Public Works Director	7,498	7,899	8,301	8,703	9,104
✓	Utilities Superintendent	6,962	7,364	7,766	8,167	8,569
✓	Construction Inspector Supervisor	6,962	7,364	7,766	8,167	8,569
✓	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. III	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
	Utility Worker Seasonal (hourly)	15.00	-	-	-	-

Budgeted 2020 Positions	2020 Salary Schedule					
	Step 1	Step 2	Step 3	Step 4	5 & On	
	City Administrator	9,345	9,649	10,112	10,478	10,848
	Assistant City Administrator	8,033	8,435	8,837	9,238	9,640
✓	Court Administrator	5,891	6,159	6,427	6,694	6,962
✓	Judicial Specialist I (hourly)	20.23	21.93	23.61	25.30	26.98
✓	Judicial Specialist II	3,858	4,181	4,502	4,824	5,145
	Accounts Payable Clerk (hourly)	17.91	19.34	20.89	22.56	24.93
✓	MDRT & Economic Director	7,498	7,899	8,301	8,703	9,104
	City Attorney	8,161	8,569	8,997	9,447	9,919
✓	City Clerk/HR Manager	7,498	7,899	8,301	8,703	9,104
✓	Deputy City Clerk	4,499	4,814	5,128	5,443	5,757
✓	Finance Director	7,498	7,899	8,301	8,703	9,104
✓	Deputy Finance Director	6,631	7,013	7,396	7,778	8,161
✓	Accounting Clerk/Utility Billing Specialist	4,181	4,391	4,610	4,840	5,082
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✓	Administrative Assistant II	3,376	3,658	3,939	4,220	4,501
	Administrative Assistant I	2,356	2,544	2,731	2,919	3,106
✓	Information Services Manager	7,314	7,737	8,159	8,580	9,003
✓	Police Chief	10,492	10,850	11,283	11,569	11,984
✓	Police Commander	9,424	9,752	10,039	10,326	10,658
✓	Police Sergeant	8,499	8,976	-	-	-
✓	Police Officer	5,163	5,786	6,411	7,035	7,626
✓	Police Records Coordinator	4,499	4,814	5,128	5,443	5,757
	Police Clerk (hourly)	17.62	19.33	21.03	22.22	24.43
✓	Police Clerk	3,054	3,350	3,645	3,851	4,234
✓	Facilities Equipment Coordinator	4,727	5,058	5,388	5,719	6,048
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	Senior Planner	5,355	5,622	5,903	6,198	6,508
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