



CITY OF BLACK DIAMOND
October 29, 2020 Special Meeting Agenda
VIRTUAL MEETING VIA ZOOM

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)

5:30 P.M. – CALL TO ORDER, FLAG SALUTE, ROLL CALL

NEW BUSINESS:

- 1) **AB20-072** – Ordinance Amending Black Diamond Municipal Code 15.24, Flood Damage Prevention Code, to Comply with FEMA Requirements Ms. Kincaid
- 2) **AB20-073** – Resolution Regarding Lease Agreement for City Office Space Mayor Benson
- 3) **Work Session** - Review of 2021 Preliminary Budget of Revenues and Expenditures for Public Works for Streets, Water, Sewer, and Stormwater Funds, and also review of 2021 Budgets for Capital Projects, other Special Revenue and Internal Service Funds Ms. Miller

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: October 29, 2020	AB20-072
Ordinance adopting amendments to BDMC 15.24 Flood Damage Prevention	Mayor Carol Benson	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Development – Barbara Kincaid	X
	Finance – May Miller	
	MDRT/Econ Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):	Public Works – Seth Boettcher	
Fund Source: N/A	Court Administrator – Stephanie Metcalf	
Timeline: FEMA required adoption of model ordinance language by August 2020.		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Ordinance; Exhibit A – Amendments to BDMC Chapter 15.24, Flood Damage Prevention		
SUMMARY STATEMENT:		
<p>FEMA requires all cities and counties to update their flood codes consistent with their model code language for eligibility in the National Flood Insurance Program (NFIP). The code updates were due in August and the City is currently out of compliance. The consequence of noncompliance is a temporary suspension from the City’s eligibility for participation in the NFIP.</p> <p>Staff worked with a FEMA representative and the Washington State Department of Ecology (DOE) NFIP Coordinator to write the attached draft revisions to 15.24 (see Attachment A to the Ordinance).</p> <p>The Attached Exhibit A illustrates revisions to the current, adopted language in BDMC 15.24 with yellow highlighted sections. The new language in the highlighted sections are identified as underlined text. The text that was removed or otherwise changed is noted in the margin.</p> <p>The Planning Commission (PC) held a duly noticed public hearing on the draft revisions to 15.24 on October 6, 2020 to take public testimony. The draft document for the PC’s public hearing contained all of the yellow highlighted sections with the underlined text and notes in the margin. No member of the public provided testimony at this hearing. The PC voted to move the draft revisions to Council for adoption.</p> <p>After the PC hearing, the 15.24 public hearing draft was presented to FEMA and DOE as the final version for adoption. FEMA and DOE had a few additional, minor edits which are illustrated in Exhibit A with green highlighted and underlined text.</p> <p>Staff recommends adopting Exhibit A as presented and attached to the Ordinance to lift the current FEMA suspension for NFIP eligibility.</p>		

FISCAL NOTE (Finance Department):

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to approve Ordinance No. 20-1150 adopting the amendments to BDMC Chapter 15.24, Flood Damage Prevention**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 29, 2020		

ORDINANCE NO. 20-1150

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AMENDING BDMC CHAPTER 15.24, FLOOD DAMAGE PREVENTION CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, King County and incorporated areas have received new Flood Insurance Rate Maps (FIRM) and a new Flood Insurance Study (FIS) effective August 19, 2020; and

WHEREAS, the updated FIRM and FIS trigger the need for the City of Black Diamond (City) to update its regulations to ensure compliance with the National Flood Insurance Program (NFIP) and adopting the new FIRM and FIS; and

WHEREAS, City Staff drafted amendments to existing Black Diamond Municipal Code Chapter 15.24, the Flood Damage Prevention Code, accordingly; and

WHEREAS, a notice of public hearing before the City's Planning Commission to consider this ordinance was duly published in the City's official newspaper on September 23rd and 30th; and

WHEREAS, the City's Planning Commission held a public hearing on the proposed amendments on October 6, 2020, and then voted to recommend adoption of this amendment by the City Council; and

WHEREAS, on October 20, 2020, the proposed amendments were sent to the Washington State Department of Commerce and other agencies for expedited review as required by the GMA pursuant to RCW 36.70A.106, and no written comments were received; and

WHEREAS, on October 19, 2020, the proposed amendments were sent to the Federal Emergency Management Agency (FEMA) and the Washington Department of Ecology (DOE) pursuant to RCW 86.16.041; and

WHEREAS, on October 19, 2020, a SEPA Determination of Nonsignificance (DNS) was issued in compliance with WAC 197-11-340;

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

Section 1. Adoption of Amendments to BDMC Chapter 15.24. Chapter 15.24, Flood Damage Prevention Code, of the Black Diamond Municipal Code shall be amended

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as set forth in Attachment A.

Section 2. Severability. If any portion of this Ordinance, or its application to any person or circumstance, is determined by final order of a court of competent jurisdiction to be invalid, pre-empted, or otherwise unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining provisions hereof or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance, or a summary hereof, 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 SPECIAL MEETING THEREOF ON THE 29TH DAY OF OCTOBER, 2020.

Mayor Carol Benson

ATTEST:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

David Linehan, City Attorney

Filed with the City Clerk:
Date of Publication:
Effective Date:

Attachment A

ARTICLE I. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE, AND OBJECTIVES

15.24.010 Statutory authorization.

15.24.020 Findings of fact.

15.24.030 Statement of purpose.

15.24.040 Methods of reducing flood losses.

15.24.010 Statutory authorization.

The legislature of the state of Washington has delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry.

15.24.020 Findings of fact.

A. The flood hazard areas of Black Diamond are subject to periodic inundation which results in flooded roads and yards. If development were to be allowed in these areas there would be the potential for loss of life and property, health, and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, adverse environmental impacts and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

B. Flood losses may be caused or are exacerbated by the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities, and when inadequately designed may cause damage in other areas. Uses that are inadequately flood-proofed, elevated, or otherwise protected from flood damage also contribute to the flood loss.

C. The mapped flood hazard zones within the City of Black Diamond are entirely within protected wetlands.

15.24.030 Statement of purpose.

It is the purpose of this chapter to promote the public health, safety, and general welfare; reduce the annual cost of flood insurance; and minimize public and private losses due to flood conditions in specific areas by provisions designed:

A. To protect human life and health;

B. To minimize expenditure of public money and costly flood control projects;

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- C. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. To minimize prolonged business interruptions;
- E. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, and bridges located in areas of special flood hazard;
- F. To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;
- G. To ensure that potential buyers are notified that property is in an area of special flood hazard;

H. To notify those who occupy flood hazard areas ensure that those who occupy the areas of special flood hazard that they assume responsibility for their actions; and

I. To participate in and maintain eligibility for flood insurance and disaster relief.

15.24.040 Methods of reducing flood losses.

In order to accomplish its purposes, this chapter includes methods and provisions for:

- A. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- B. Requiring that uses vulnerable to floods, including facilities which serve such uses, process permits through the variance procedure to show necessity and minimize the impact of development within the flood hazard zone and such uses designed to be protected against flood damage at the time of initial construction;
- C. Controlling the alteration of natural flood plains, stream channels, and natural protective barriers, which help to accommodate or channel flood waters;
- D. Controlling, filling, grading, dredging, and other development within the flood plain; and
- E. Preventing or regulating the construction of flood barriers that unnaturally divert floodwaters or may increase flood hazards in other areas.

ARTICLE II. DEFINITIONS

15.24.050 Definitions.

15.24.050 Definitions.

"Alteration of watercourse" means any action that will change the location of the channel occupied by water within the banks of any portion of a riverine waterbody.

"Appeal" means a request for a review of the interpretation of any provision of this chapter or a request for a variance. "Area of shallow flooding" designated as AO, or AH zone on the flood insurance rate map (FIRM). AO zones have base flood depths that range from one to three feet above the natural ground; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and, velocity flow may be evident. AO is characterized as sheet flow; AH indicates ponding, and is shown with standard base flood elevations.

"Area of shallow flooding" means a designated zone AO, AH, AR/AO or AR/AH (or VO) on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow. Also referred to as the sheet flow area. "Area of special flood hazard" is the land in the flood plain within a community subject to a one percent or greater chance of flooding in any given year. Designation on maps always includes the letters A or V.

"Area of special flood hazard" means the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. It is shown on the Flood Insurance Rate Map (FIRM) as zone A, AO, AH, A1-30, AE, A99, AR (V, VO, V1-30, VE). "Special flood hazard area" is synonymous in meaning with the phrase "area of special flood hazard".

"Base flood" means the flood having a one percent chance of being equaled or exceeded in any given year (also referred to as the "one hundred year flood") as designated on flood insurance rate maps by the letters A or V.

"Base flood" means the flood having a 1% chance of being equaled or exceeded in any given year (also referred to as the "100-year flood").

"Base Flood Elevation (BFE)" means the elevation to which floodwater is anticipated to rise during the base flood.

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"Basement" means any area of the building having its floor sub-grade (below ground level) on all sides.

"Breakaway wall" means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

"Critical facility" means a facility for which even a slight chance of flooding might be too great. Critical facilities include (but are not limited to) schools, nursing homes, hospitals, police, fire and emergency response installations, and installations which produce, use, or store hazardous materials or hazardous waste.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard.

"Elevation certificate" means the official form (FEMA Form 81-31) used to track development, provide elevation information necessary to ensure compliance with community floodplain management ordinances, and determine the proper insurance premium rate with Section B completed by community officials.

"Elevation Certificate" means an administrative tool of the National Flood Insurance Program (NFIP) that can be used to provide elevation information, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

"Elevated building" means, for insurance purposes, a non-basement building that has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.

"Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the adopted floodplain management regulations.

"Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood" or "flooding" means:

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1. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - a. The overflow of inland or tidal waters; and/or
 - b. The unusual and rapid accumulation of runoff of surface waters from any source.
 - c. Mudslides (i.e. mudflows) which are proximately caused by flooding as defined in paragraph (1)(b) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (1)(a) of this definition.

"Flood Insurance Rate Map (FIRM)" means the official flood insurance rate map for King County and Incorporated Areas, dated May 16, 1995 and any official revisions thereto.

"Flood elevation study" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards. Also known as a Flood Insurance Study (FIS).

"Flood Insurance Rate Map (FIRM)" means the official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

"Flood insurance study (FIS)" means the official flood insurance study for King County and Incorporated Areas, dated April 19th, 2005, and any official revisions thereto see "Flood Elevation Study".

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

"Floodplain or flood-prone area" means any land area susceptible to being inundated by water from any source. See "Flood or flooding."

"Floodplain administrator" means the community official designated by this Chapter to administer and enforce the floodplain management regulations.

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"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. Flood proofed structures are those that have the structural integrity and design to be impervious to floodwater below the Base Flood Elevation.

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as "Regulatory Floodway."

"Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.

"Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic structure" means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

2. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

3. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

a. By an approved state program as determined by the Secretary of the Interior, or

b. Directly by the Secretary of the Interior in states without approved programs.

"Infrastructure of public significance" means a public improvement, roads, utilities, sidewalks, pedestrian paths, bridges or parks.

"Lowest floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this chapter found at Section 15.24.160(A)(2), (i.e. provided there are adequate flood ventilation openings).

"Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

"Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Mean Sea Level" means for purposes of the National Flood Insurance Program, the vertical datum to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

"New construction" means structures for which the "start of construction" commenced on or after the effective date of this chapter.

"New construction" means for the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial Flood Insurance Rate Map or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

"New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of adopted floodplain management regulations.

"Recreational vehicle" means a vehicle:

1. Built on a single chassis;

2. Four hundred square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Start of construction" includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within one hundred eighty days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Structure" for floodplain management purposes means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred. "Substantial improvement" means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure either:

1. Before the improvement or repair is started; or
2. If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term can exclude:

1. Any project for improvement of a structure to correct pre-cited existing violations of state or local health, sanitary, or safety code specifications which have been previously identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

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Any alteration of a structure listed on the National Register of Historic Places or a state inventory of historic places.

"Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct previously identified existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and that are the minimum necessary to assure safe living conditions; or

1. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

"Variance" means a grant of relief from the requirements of this chapter that permits construction in a manner that would otherwise be prohibited by this chapter.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

"Water dependent" means a structure for commerce or industry that cannot exist in any other location and is dependent on the water by reason of the intrinsic nature of its operations.

"Water surface elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, or other datum, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

ARTICLE III. GENERAL PROVISIONS

15.24.060 Lands to which this chapter applies.

15.24.070 Basis for establishing the areas of special flood hazard.

15.24.072 Compliance

15.24.074 Penalties for Noncompliance

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15.24.080 Abrogation and greater restrictions.

15.24.090 Interpretation

15.24.100 Warning and disclaimer of liability.

15.24.060 Lands to which this chapter applies.

This chapter shall apply to all areas of special flood hazards within the jurisdiction of Black Diamond.

15.24.070 Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Insurance Administrator in a scientific and engineering report entitled "The Flood Insurance Study for King County and Incorporated ~~Cities Areas~~ dated ~~May 16, 1995 and 2005~~ August 19, 2020, and any revisions thereto, with an accompanying flood insurance rate map (FIRM), and any revisions thereto, are hereby adopted by reference and declared to be a part of this chapter. The flood insurance study and the FIRM are on file at the City of Black Diamond. The best available information for flood hazard area identification as outlined in Section 15.24.130(B) shall be the basis for regulation until a new FIRM is issued that incorporates data utilized under Section 15.24.030(B).

15.24.072 Compliance

All development within special flood hazard areas is subject to the terms of this ordinance and other applicable regulations.

15.24.074 Penalties for Noncompliance

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violations of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions), shall constitute a civil violation under Chapter 8.02, Code Enforcement. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined in accordance with BDMC Chapter 8.02, for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the administrator from taking such other lawful action as is necessary to prevent or remedy any violation.

15.24.080 Abrogation and greater restrictions.

The ordinance codified in this chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where the ordinance codified in this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

15.24.090 Interpretation

In the interpretation and application of this chapter, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and
- C. Deemed neither to limit nor repeal any other powers granted under state statutes.

15.24.100 Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of Black Diamond, any officer or employee thereof, or the Federal Insurance Administration, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

ARTICLE IV. ADMINISTRATION

15.24.110 Establishment of development permit.

15.24.120 Designation of the local administrator.

15.24.130 Duties and responsibilities of the local administrator.

15.24.140 Conditions for variances.

[15.24.142 Requirements for Variances.](#)

[15.24.144 Variance Criteria](#)

[14.24.146 Additional Requirements for the Issuance of a Variance](#)

15.24.110 Establishment of development permit.

A. Activities and Permitted Uses.

1. Infrastructure of public significance is an allowed use within a flood hazard zone as long as the design of the feature or the activity meets the requirements of Article V.
2. Development and structures as set forth in the definitions are only allowed within the flood hazard zone ~~by variance only~~ as permitted by this ordinance and as otherwise permitted by other applicable provisions of the BDMC.

B. Development Permit Required. A development permit shall be obtained before construction or development begins within any area of special flood hazard established in Section 15.24.070. The permit shall be for infrastructure of public significance or activities, structures (including manufactured homes, as set forth in the "Definitions,") or any other development including fill and other activities or uses approved by variance as set forth in the "definitions."

~~C. Application for Development Permit. Application for a development permit shall be made on forms furnished by the City of Black Diamond and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:~~

- ~~1. Elevation in relation to mean sea level of the lowest floor (including basement) of all structures recorded on a current elevation certificate (FF 81-31) with Section B completed by the local official;~~
- ~~2. Elevation in relation to mean sea level to which any structure has been flood proofed;~~
- ~~3. Certification by a registered professional engineer or architect that the flood proofing methods for any nonresidential structure meet flood proofing criteria in Section 15.24.160(B); and~~
- ~~4. Description of the extent to which a watercourse will be altered or relocated as a result of proposed development.~~

C. Application for Development Permit. Application for a development permit shall be made on forms furnished by the Floodplain Administrator and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

1. Elevation in relation to mean sea level, of the lowest floor (including basement) of all structures recorded on a current elevation certificate with Section B completed by the Floodplain Administrator.
2. Elevation in relation to mean sea level to which any structure has been flood proofed.

Commented [SS1]: Does the City require every permit for development in the SFHA to go thru the variance process before it can be permitted? Why?

Commented [EK2R1]: The City is not sure because this ordinance has never really been implemented, due to the location of the City's flood plain in the wetlands. It could be that the variance referred to variance from other critical areas ordinances. Alternate language proposed.

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3. Where a structure is to be flood proofed, certification by a registered professional engineer or architect that the flood proofing methods for any nonresidential structure meet flood proofing criteria in Section 15.24.160(B).
4. Description of the extent to which a watercourse will be altered or relocated as a result of proposed development;
5. Where development is proposed in a floodway, an engineering analysis indicating no rise of the Base Flood Elevation; and
6. Any other such information that may be reasonably required by the Floodplain Administrator in order to review the application.

15.24.120 Designation of the local Floodplain administrator.

The public works director is hereby appointed to administer and implement administer, implement and enforce this chapter by granting or denying development permit applications in accordance with its provisions.

15.24.130 Duties and responsibilities of the local administrator.

Duties of the public works director shall include, but not be limited to:

- A. Permit Review.
 1. Review all development permits to determine that the permit requirements of this chapter have been satisfied.
 2. Review all development permits to determine that all necessary permits have been obtained from those federal, state, or local governmental agencies from which prior approval is required.
 3. Review all development permits to determine that the site is reasonably safe from flooding. Review all development permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provisions of Section 15.24.180(A) are met.
 5. Notify FEMA when annexations occur in the Special Flood Hazard Area.

B. Use of Other Base Flood Data (in A and V Zones). When base flood elevation data has not been provided (in A or V zones) in accordance with Section 15.24.070, basis for establishing the areas of special flood hazard, the public works director shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer Sections 15.24.160, specific standards, and 15.24.180, floodways.

C. Information to be Obtained and Maintained.

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4. Where base flood elevation data is provided through the flood insurance study, FIRM, or required as in Section 15.24.130(B), obtain and record the actual (as-built) elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, whether or not the structure contains a basement and record the information on a current elevation certificate (FF 81-31) with Section B completed by the local official.
3. For all new or substantially improved flood-proofed nonresidential structures where base flood elevation data is provided through the FIS, FIRM, or as required in Section 15.24.130(B):
 - a. Obtain and record the elevation (in relation to mean sea level) to which the structure was flood-proofed; and
 - b. Maintain the flood-proofing certifications required in Section 15.24.110(B)(3).
 - c. Maintain for public inspection all records pertaining to the provisions of this chapter.

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1. Where base flood elevation data is provided through the FIS, FIRM, or required as in Section 15.24.130 (B), obtain and maintain a record of the actual (as-built) elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.
2. For all new or substantially improved flood proofed nonresidential structures where base flood elevation data is provided through the FIS, FIRM, or as required in Section 15.24.130(B):
 - a. Obtain and maintain a record of the elevation (in relation to mean sea level) to which the structure was flood proofed.
 - b. Maintain the flood proofing certifications required in Section 15.24.110(B)(3).
3. Certification required by Section 15.24.180. (floodway encroachments).
4. Records of all variance actions, including justification for their issuance.
5. Improvement and damage calculations.
6. Maintain for public inspection all records pertaining to the provisions of this ordinance.

D. Alteration of Watercourse Notification to Other Entities. Whenever a watercourse is to be altered or relocated:

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1. Notify adjacent communities and the department of ecology prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration through appropriate notification means, and
2. Assure that the flood carrying capacity of the altered or relocated portion of said watercourse is maintained. Require that maintenance is provided within the altered or

relocated portion of said watercourse so that the flood carrying capacity is not diminished.

E. Interpretation of FIRM Boundaries. The public works director may make interpretations where needed, as to exact location of the boundaries of the areas of special flood hazards (e.g. where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation. Such appeals shall be granted consistent with the standards of Section 60.6 of the Rules and Regulations of the National Flood Insurance Program (44 CFR 59-76).

15.24.140. Conditions for variances.

A. Generally, the only condition under which a variance from the elevation standard may be issued is for new construction and substantial improvements to be erected on a small or irregularly shaped lot contiguous to and surrounded by lots with existing structures constructed below the base flood level. As the lot size increases the technical justification required for issuing the variance increases.

B. Variances shall not be issued within a designated floodway if any increase in flood levels during the base flood discharge would result.

C. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

D. Variances shall only be issued upon:

1. A showing of good and sufficient cause; proposals that are not being considered as part of a reasonable use application under the city's sensitive areas ordinance will not be considered as showing good and sufficient cause;
2. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

E. Variances as interpreted in the National Flood Insurance Program are based on the general zoning law principle that they pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, variances from flood elevations should be quite rare.

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F. Variances may be issued for nonresidential buildings in very limited circumstances to allow a lesser degree of flood-proofing than watertight or dry flood-proofing, where it can be determined that such action will have low damage potential, complies with all other variance criteria except subsection A, and otherwise complies with Sections 15.24.150(A), 15.24.150(C), and 15.24.150(D) of the general standards.

G. Any applicant to whom a variance is granted shall meet all of the provisions of Article V.

15.24.140 Variances.

The variance criteria set forth in this Chapter are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this ordinance would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the City to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below the Base Flood Elevation are so serious that variances from the flood elevation or from other requirements in the flood ordinance are quite rare. The long-term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in this ordinance are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate.

15.24.142 Requirements for Variances.

A. Variances shall only be issued:

1. Upon a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances;
2. For the repair, rehabilitation, or restoration of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure;

3. Upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief;
 4. Upon a showing of good and sufficient cause;
 5. Upon a determination that failure to grant the variance would result in exceptional hardship to the applicant;
 6. Upon a showing that the use cannot perform its intended purpose unless it is located or carried out in close proximity to water. This includes only facilities defined in this ordinance in the definition of "Functionally Dependent Use."
- B. Variances shall not be issued within any floodway if any increase in flood levels during the base flood discharge would result.
- C. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the BFE, provided the procedures of Articles IV and V of this chapter have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

15.24.144 Variance Criteria

- A. In considering variance applications, the City shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:
1. The danger that materials may be swept onto other lands to the injury of others;
 2. The danger to life and property due to flooding or erosion damage;
 3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 4. The importance of the services provided by the proposed facility to the community;
 5. The necessity to the facility of a waterfront location, where applicable;
 6. The availability of alternative locations for the proposed use, which are not subject to flooding or erosion damage;
 7. The compatibility of the proposed use with existing and anticipated development;
 8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 9. The safety of access to the property in time of flood for ordinary and emergency vehicles;
 10. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters expected at the site; and,
 11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities, such as sewer, gas, electrical, water system, and streets and bridges.

14.24.146 Additional Requirements for the Issuance of a Variance

- A. Any applicant to whom a variance is granted shall be given written notice over the

signature of a community official that:

1. The issuance of a variance to construct a structure below the BFE will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and

2. Such construction below the BFE increases risks to life and property.

B. The Floodplain Administrator shall maintain a record of all variance actions, including justification for their issuance.

C. The Floodplain Administrator shall condition the variance as needed to ensure that the requirements and criteria of this chapter are met.

Variances as interpreted in the NFIP are based on the general zoning law principle that they pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, variances from flood elevations should be quite rare.

ARTICLE V. PROVISIONS FOR FLOOD HAZARD REDUCTION

15.24.150 General standards.

15.24.160 Specific standards.

15.25.162 Enclosed Area Below the Lowest Floor

15.25.170 AE and A1-30 zones with base flood elevations but no floodways.

15.24.180 Floodways.

15.24.182 All Other Building Standards Apply in the Floodway.

15.24.190 Critical facility.

15.24.150 General standards.

In all areas of special flood hazards, the following standards are required:

A. Anchoring.

1. All new construction and substantial improvements, including those related to manufactured homes, shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads including the effects of buoyancy.

2. All manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors.

B. Construction Materials and Methods.

1. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
2. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
3. Electrical, heating, ventilation, plumbing, air-conditioning equipment, and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

C. Utilities.

1. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems.
2. Water wells shall be located on high ground that is not in the floodway.
3. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
4. Onsite waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

D. Subdivision Proposals and Development.

1. All subdivision proposals, as well as new development, shall be consistent with the need to minimize flood damage.
2. All subdivision proposals, as well as new development, shall have public utilities and facilities, such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage.
3. All subdivision proposals, as well as new development, shall have adequate drainage provided to reduce exposure to flood damage.
4. Where base flood elevation data has not been provided or is not available from another authoritative source, it shall be generated for subdivision proposals and other proposed developments which contain at least fifty lots or five acres (whichever is less) as part of the application.

E. Review of Building Permits. Where elevation data is not available either through the flood insurance study, FIRM, or from another authoritative source (Section 15.24.130(B)), applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, etc., where available. Failure to elevate at least two feet above the highest adjacent grade in these zones may result in higher insurance rates.

15.24.160 Specific standards. In all areas of special flood hazards where base flood elevation data has been provided as set forth in Section 15.24.070, BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD, or Section 15.24.130(B), USE OF OTHER BASE FLOOD DATA. The following provisions are required:

A. Residential Construction.

1. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated three feet or more above the base flood elevation (BFE).

2. New construction and substantial improvement of any residential structure in an Unnumbered A zone for which a BFE is not available and cannot be reasonably obtained shall be reasonably safe from flooding, but in all cases the lowest floor shall be at least two feet above the Highest Adjacent Grade.

3. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:

- a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
- b. The bottom of all openings shall be no higher than one foot above grade.
- c. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

d. A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry and exit of floodwaters.

Alternatively, a registered engineer or architect may design and certify engineered openings.

B. Nonresidential Construction.

1. New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated three feet or more above the base flood elevation; or, together with attendant utility and sanitary facilities, shall:

a. Be **dry** flood-proofed so that below one foot or more above the base flood level the structure is watertight with walls substantially impermeable to the passage of water **or dry flood proofed to the elevation required by ASCE 24, whichever is greater;**

b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;

c. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the official as set forth in Section 15.24.130(C)(2); and

d. Nonresidential structures that are elevated, not flood-proofed, must meet the same standards for space below the lowest floor as described in Section 15.24.160(A)(2).

2. **Applicants who are flood proofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot below the flood proofed level (e.g. a building flood proofed to the base flood level will be rated as one foot below). Flood proofing the building an additional foot will reduce insurance premiums.**

3. **New construction and substantial improvement of any non-residential structure in an Unnumbered A zone for which a BFE is not available and cannot be reasonably obtained shall be reasonably safe from flooding, but in all cases the lowest floor shall be at least two feet above the Highest Adjacent Grade.**

4. **Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:**

a. **A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.**

b. **The bottom of all openings shall be no higher than one foot above grade.**

c. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

d. A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry and exit of floodwaters.

Alternatively, a registered engineer or architect may design and certify engineered openings.

C. Manufactured Homes.

1. All manufactured homes in the floodplain to be placed or substantially improved on sites shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated three foot or more above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

D. Recreational Vehicles. Recreational vehicles placed on sites are required to either:

1. Be on the site for fewer than 180 consecutive days; Be on the site only during the months between June 1st and September 31st; or
2. Be fully licensed and ready for highway use, on wheels or jacking systems, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or
3. Meet the requirements of Section 15.24.160(C) above and the elevation and anchoring requirements for manufactured homes.

15.25.162 Enclosed Area Below the Lowest Floor

If buildings or manufactured homes are constructed or substantially improved with fully enclosed areas below the lowest floor, the areas shall be used solely for parking of vehicles, building access, or storage.

15.25.170 AE and A1-30 zones with base flood elevations but no floodways.

In areas with base flood elevations (but a regulatory floodway has not been designated), no new construction, substantial improvements, or other development (including fill) shall be permitted within zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

15.24.180 Floodways.

Commented [SS3]: Older references to SFHA – no longer used and not shown on current FIRM

Commented [EK4R3]: Got it—thank you!!

Located within areas of special flood hazard established in Section 15.24.070 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that can carry debris, and increase erosion potential, the following provisions apply:

A. **No Rise Standard.** Encroachments, including fill, new construction, substantial improvements, and other development are prohibited unless certification by a registered professional engineer is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels during the occurrence of the base flood discharge;

B. **Residential Construction in Floodways.** Construction or reconstruction of residential structures is prohibited within designated floodways, except for (i) repairs, reconstruction, or improvements to a structure which do not increase the ground floor area; and (ii) repairs, reconstruction or improvements to a structure, the cost of which does not exceed fifty percent of the market value of the structure either, (A) before the repair, or reconstruction is started, or (B) if the structure has been damaged, and is being restored, before the damage occurred. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or to structures identified as historic places, may be excluded in the fifty percent; and

C. If Section 15.24.180(A) is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article V, provisions for flood hazard reduction.

15.24.182 All Other Building Standards Apply in the Floodway.

If Section 15.24.180(A) is satisfied or construction is allowed pursuant to Section 15.24.180(B), all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this Article V, Provision For Flood Hazard Reduction.

15.24.190 Critical facility.

Construction of new critical facilities shall be located outside the limits of the special flood hazard area (SFHA) (one hundred-year floodplain). Construction of new critical facilities shall be permissible within the SFHA if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet above BFE or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility should also be protected to the height utilized above. Flood proofing and sealing measures must be taken to ensure that toxic substances will not

be displaced by or released into floodwaters. Access routes elevated to or above the level of the BFE shall be provided to all critical facilities to the extent possible.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution Regarding a Lease Agreement with Sorci Family LLC for City Office Space	Agenda Date: October 29, 2020 AB20-073	
	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	
	Public Works – Seth Boettcher	
Cost Impact (see also Fiscal Note):	Court – Stephanie Metcalf	
Fund Source:		
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 Resolution and Proposed Lease Agreement		
SUMMARY STATEMENT: Mayor Benson will be addressing this item with Council.		
FISCAL NOTE (Finance Department):		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to approve a Resolution approving a new lease agreement for City Hall and authorizing the Mayor to execute the lease agreement with Sorci Family LLC.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 28, 2020		

RESOLUTION NO. 20-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
APPROVING A NEW LEASE FOR CITY HALL**

WHEREAS, the City's current administrative offices are spread out among multiple buildings, including two portable trailers and approximately one-fourth of the City Hall building located at 24301 Roberts Drive; and

WHEREAS, the owner of the City Hall building, Sorci Family LLC, has expressed its willingness to lease the entire building, consisting of 8,000 square feet, to the City for an eight-year term beginning in 2021, at a favorable rental rate and with an option for a further extension at market rates; and

WHEREAS, leasing the entire 8,000 square feet of the City Hall building would allow the City to operate more efficiently, with all administrative staff under one roof, and with more square footage than is presently available to the City under its present lease arrangements; and

WHEREAS, the proposed lease terms for the full City Hall building represent a substantial cost savings to the City over its current arrangements and present an opportunity for the City to accommodate additional staff and expanded customer services as the City grows; and

WHEREAS, the Sorci Family LLC has agreed to lease the full City Hall building to the City on the terms and conditions set forth in the attached lease agreement, and the City Council finds that proposed lease is financially prudent and in the best interests of the City;

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

Section 1. The Mayor is hereby authorized to execute a new eight-year lease agreement with Sorci Family LLC, allowing the City to occupy the full 8,000 square feet of the current City Hall building at 24301 Roberts Drive, with the lease terms to be substantially as stated in the form attached hereto.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 29TH DAY OF OCTOBER,
2020.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

COMMERCIAL LEASE AGREEMENT
FOR CITY HALL BUILDING

This Commercial Lease Agreement ("Lease") is made and entered into as of the ___ day of _____, 2020 ("Effective Date") by and between Sorci Family LLC, a Washington limited liability company ("Lessor"), and the City of Black Diamond, a Washington noncharter code city organized under Title 35A, Revised Code of Washington ("Lessee"). Collectively, Lessor and Lessee are referred to herein as the "Parties," with each being a "Party."

The Parties agree as follows:

1. Leased Premises. Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the entirety of that certain office building commonly referred to as City Hall ("Leased Premises"), consisting of approximately 8,000 square feet and located at 24301 Roberts Drive, Black Diamond, Washington, situated on the land legally described in Exhibit A to this Lease and identified by the King County Assessor as Parcel No. 1521069093 ("Sorci Parcel"). Lessee agrees and acknowledges that it has inspected the Leased Premises and accepts the same in the current AS IS condition. Lessor shall have no obligation to make any improvements or alterations in connection with Lessee's occupancy, including without limitation any improvements or upgrades required by laws, codes, or regulations, including without limitation the Americans With Disabilities Act. Lessee shall be responsible for making all improvements and alterations to the Leased Premises desired or required in connection with its lease and occupancy of the same.

2. Termination of Prior Lease. Effective as of the Commencement Date (as defined below) of this Lease, that certain Lease For Real Property dated February 20, 2015 (the "Prior Lease"), and previously entered into by the Parties for the lease of approximately 2,000 square feet of the Leased Premises ("Existing Leased Space") will terminate and be superseded by this Lease. No termination fee under the Prior Lease is due, and as of the Commencement Date, all obligations owed by the Parties to each other under the Prior Lease will be superseded by this Lease, except that Section 8 of the Prior Lease, concerning indemnification and insurance, will remain in effect with respect to any claims, suits, actions, or liabilities arising from events occurring prior to the Commencement Date. It is the intent of the Parties that Lessee will continue to occupy the Existing Leased Space and pay full rent and other charges pursuant to the Prior Lease from the Effective Date through the Commencement Date, at which time the Existing Leased Space shall become a part of the Leased Premises pursuant to this Lease.

3. Term. This Lease is for a term of eight (8) years commencing on May 1, 2021 (the "Commencement Date"), and ending on April 30, 2029 (the "Term"). Lessee may extend the Lease for one (1) additional period of five (5) years (the "Extension Term"); provided that written notice of Lessee's intent to extend is provided to Lessor at least nine (9) months prior to expiration of the initial Term. If Lessee's notice of intent to extend is timely given, and if Lessee is not then in default of any material provision of the Lease, then the Lease shall be extended for the Extension Term on the same terms and conditions hereof, subject to adjustment of the Rent, as described below. Notwithstanding the above, in the event latent defects in the structure of the Building that require repair in order for Lessee to occupy the Leased Premises and/or hazardous substances required to be remediated are discovered and result in delay of Lessee's initial improvement and occupancy of the Leased Premises pursuant to Section 5 below, the Commencement Date will be delayed day-for-day for each day that Lessee's improvement and occupancy of the Leased Premises is delayed as a result of such required repairs or remediation, in which event the expiration of the initial Term shall be the date eight (8) years after such delayed Commencement Date.

4. Delivery of Leased Premises/Pre-Commencement Occupancy. Lessor shall deliver the Leased Premises (other than the Existing Leased Space which is already occupied and leased by Lessee) to Lessee on February 1, 2021 for purpose of Lessee's commencement and completion of Lessee's improvements to the Leased Premises pursuant to Section 5 below. For purposes of this Section 4, the Leased Premises, excluding the Existing Leased Space, is divided into two separate areas consisting of (a) the eastern half of the 2nd floor, consisting of approximately 2000 square feet; and (b) the western half of the building (both 1st floor and 2nd floor) consisting of approximately 4000 square feet (each a "Segment"). Provided that Lessee does not occupy any Segment of the Leased Premises (i.e. other than the Existing Leased Space) for normal business operations, Lessee's obligation to pay Base Rent and other charges under this Lease with respect to the remaining Segments of the Leased Premises shall not commence until the Commencement Date. Notwithstanding the above, in the event Lessee occupies all or any portion of one or both Segment(s) for normal business operations prior to the Commencement Date, Lessee shall pay rent for the entire pertinent Segment(s) ("Pre-Commencement Rent") in an amount of \$1.125 per square foot of such Segment(s) from the commencement of such beneficial occupancy until the Commencement Date, at which time Base Rent for the entire Leased Premises will commence pursuant to Section 6 below. Pre-Commencement Rent shall be payable monthly in advance prior to Lessee's taking occupancy of the pertinent Segments for business operations.

5. Alterations and Improvements. Lessee will not make changes or alterations to the Leased Premises without Lessor's prior written consent, which consent shall not be unreasonably withheld. To avoid uncertainty, Lessor preapproves the proposed changes and alterations listed on Exhibit B attached hereto. If Lessee desires to make improvements to the interior of the Leased Premises that are not listed on Exhibit B to better accommodate the City's purposes and to improve the functionality of the building for City offices, Lessee shall provide Lessor with plans and specifications for the same and seek Lessor's consent, which shall not be unreasonably withheld. Lessor shall cooperate with Lessee in connection with its making requested improvements and in obtaining necessary permits, so long as Lessee provides adequate assurances to protect the Leased Premises from liens. Lessee agrees to indemnify and hold Lessor harmless from any claims arising from or relating to the interior modifications. Lessee shall not allow any liens to be filed against the Leased Premises or Sorci Parcel in connection with any such work by Lessee.

6. Base Rent.

- a. Initial Term Base Rent. Subject to Lessee's obligation to pay Pre-Commencement Rent if applicable pursuant to Section 4 above, Lessee shall pay Lessor base monthly rent ("Base Rent") under this Lease in advance on or before the eighth (8th) day of each calendar month during the Term. Except for delays in the Commencement Date due to the discovery of latent defects or hazardous conditions described in Section 3 above, Lessee's obligation to commence paying Base Rent and other charges hereunder shall not be conditioned on completion of any improvements, receipt of occupancy certificates or other conditions, it being the agreement of the Parties that Lessee will be solely responsible for timely completion of its improvements as required to allow for occupancy of the Leased Premises when desired by Lessee. The initial Base Rent payable by Lessee to Lessor for each of the first twelve (12) months of the Term (April 2021-March 2022) is Nine Thousand and No/100 U.S. Dollars (\$9,000.00) per month. On April 1, 2022 and on April 1 of each year thereafter during the initial Term, the Base Rent payable by Lessee hereunder shall be increased to reflect the increase in the Consumer Price Index for All Urban Workers for the Seattle/Tacoma/Everett metropolitan areas, as published by the US Department of Labor (the "CPI-U"), during the prior twelve (12) month period (i.e. June 1, 2021- June 1, 2022; June 1, 2022 - June 1, 2023, etc.).

Notwithstanding the above, the increase in Base Rent shall not increase by more than five percent (5%) per year on a cumulative basis.

- b. Extension Term Rent. In the event Lessee timely exercises its option to extend pursuant to Section 3 above, the Base Rent for the first twelve (12) months of the Extension Term shall be adjusted to be the fair market rental value of the Leased Premises as of the date of commencement of the Extension Term, with annual CPI-U adjustments as set forth above for each subsequent year of the Extension Term. The Parties shall attempt in good faith to agree on the fair market rent for the Extension Term within the thirty (30) day period after Lessor's receipt of Lessee's election to extend. If the Parties cannot agree on such fair market rent within such thirty (30) day period, the determination of fair market rent for the first year of the Extension Term shall be pursuant to the appraisal procedures attached hereto as Exhibit C.

7. Utilities. In addition to Base Rent, Lessee shall pay one hundred percent (100%) of all electric, gas, solid waste, water, and sanitary sewer charges for services supplied to or with respect to the Leased Premises. Lessee shall also reimburse Lessor for an amount equal to seventy-five percent (75%) of the stormwater charges for the Sorci Parcel. Notwithstanding the foregoing, Lessor remains responsible for one hundred percent (100%) of the amount of any utility assessments charged to the Sorci Parcel for construction of systemwide utility improvements (e.g., local improvement district and utility local improvement district assessments). To the extent not paid directly by Lessee, Lessor shall bill Lessee not less frequently than quarterly and Lessee shall pay the amount therein within thirty (30) days of receipt.

8. Taxes. Lessor shall pay all applicable real property taxes due on the Leased Premises and Sorci Parcel.

9. Parking. Lessor shall provide a minimum of twenty-seven (27) parking stalls in the surface parking area on the Sorci Parcel, the location of which are depicted on Exhibit D attached hereto, for the use of Lessee and its personnel and visitors. Lessor agrees that it will not allow other uses of the Sorci Parcel that would prevent Lessee, its personnel, and visitors full use of such designated parking stalls as provided in this Section. The City, including its personnel and visitors, will also have non-exclusive access to other portions of the surface parking lot for City personnel and visitors to use as overflow parking on an as-available basis when necessary.

10. Maintenance and Repair. Lessor shall at all times keep and maintain the parking lot on the Sorci Parcel, the exterior of the building in which the Leased Premises is located, landscaping and common areas surrounding the Leased Premises and the structural and exterior components of the building, roof and building systems (including the building HVAC system) in good condition and repair, reasonable wear and tear excepted. Lessor shall be responsible for the operation, maintenance, and repair (or replacement if needed) of the backup electrical generator that is currently connected to the Leased Premises. Lessee shall be responsible for maintaining the Leased Premises in good and clean condition and repair, normal wear and tear excepted. In addition, Lessee shall be responsible, at its cost, for any necessary snow and ice removal from the sidewalks, driveways, and parking areas on the Sorci Parcel used by Lessee and its visitors.

11. Insurance.

- a. Lessee Property and Liability Insurance. Lessee shall procure and maintain for the duration of the Term (and any Extension) a policy or policies of insurance insuring Lessee and Lessor against claims for injuries to persons and damage to property that may arise out of or in connection with Lessee's business operations and use of the Leased Premises and/or other parking and other common areas of the Sorci Parcel by Lessee, its agents, employees, vendors, consultants, licensees, and invitees, and from any act of negligence by Lessee, its agents, employees, vendors, consultants, licensees, and invitees. Lessee represents and warrants to Lessor that Lessee is a member of the Association of Washington Cities - Risk Management Services Agency (RMSA), which is a self-insured pool of municipal corporations in the State of Washington, and which has at least \$15,000,000 per occurrence of liability coverage that applies in the event an incident occurs that is attributable to the negligence of a member city. Lessor accepts these limits of coverage in satisfaction of this insurance obligation. Lessee shall also carry all-risk property insurance insuring against loss of Lessee's, furniture, fixtures, equipment and leasehold improvements in the Leased Premises, in an amount of full-replacement cost of such property.
- b. Lessor Property Insurance. Lessor shall be responsible for procuring and maintaining for at least the duration of the Term (and any

Extension Term) a commercially reasonable policy or policies of property insurance covering loss or damage to the Leased Premises.

12. Indemnification. Lessee shall defend, indemnify, and hold Lessor harmless against any and all claims, suits, actions, or liabilities for injury or death to any person, or loss or damage to any property, that arise out of or in connection with (a) Lessee's business operations, occupancy and use of the Leased Premises and/or other parking and other common areas of the Sorci Parcel, by Lessee, its agents, employees, vendors, consultants, licensees, and/or invitees, (b) any wrongful act or negligence by Lessee, its agents, employees, vendors, consultants, licensees, and/or invitees, and (c) any breach of this Lease by Lessee, and (d) from any work or activity done or permitted by Lessee to occur in or on the Leased Premises. However, Lessee is not liable to Lessor for any injury, death, loss, or damage caused by the sole negligence of the Lessor; and if any claims, suits, actions, or liabilities for injury, death, loss, or damage are caused by or arise from the concurrent negligence of Lessee and Lessor, then Lessee's liability is limited to the proportionate share of Lessee's negligence.

13. Assignment and Subletting by Lessee. Lessee shall not assign its interest in this Lease nor sublet all or any portion of the Leased Premises without Lessor's prior written consent, which shall not be unreasonably withheld.

14. Assignment by Lessor. This Lease may be assigned by Lessor without the consent of Lessee. In the event of an assignment of Lessor's interest in the Leased Premises, other than a transfer for security-interest purposes only, then upon the assumption of this Lease by the assignee, Lessor shall automatically be relieved of its obligations accruing from and after the date of such assignment, including any liability for retained security deposits or prepaid rent, for which assignee shall be liable.

15. Use of Premises. Lessee may occupy the Leased Premises for general office, administrative, and reasonable ancillary uses as permitted by law. Lessee agrees not to violate any law, ordinance, rule, or regulation of any governmental authority having jurisdiction over the Leased Premises.

16. Default. Lessee will be in default under this Lease ("Default") in the event:

(a) Base Rent or other amount payable by Lessee is not paid when due and fails to be paid within three (3) business days after written notice by Lessor to Lessee of such failure; or

(b) Lessee fails to comply with any other term, provision, or covenant under this Lease, other than the payment of Rent or other sums of money due hereunder, and such failure is not cured within ten business (10) days after written notice thereof by Lessor to Lessee; provided that if the nature of such cure is such that a longer cure period is required to cure, Lessee shall only be in default if Lessee fails to commence such cure within said ten (10) day period and thereafter to diligently prosecute such cure to completion.

Upon the occurrence of any Default set forth above, in addition to any other remedies available to Lessor at law or in equity, Lessor shall have the right to terminate this Lease and all rights of Lessee hereunder, and/or terminate Lessee's right of possession of the Leased Premises. In the event that Lessor shall elect to so terminate this Lease and/or Lessee's possession, then Lessor shall have the right to recover from Lessee: (i) any unpaid Base Rent and other sums which has been earned at the time of such termination plus interest at the rates contemplated by this Lease, plus (ii) the amount by which the unpaid Base Rent and other sums which would have been payable by Lessee under this Lease after termination and during the Lease Term (or Extension Term if applicable) exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided plus interest at the rates contemplated by this Lease; and (iii) the reasonable costs incurred by Lessor in reletting the Lease Premises.

17. Written Notices. All notices required or allowed under this Lease shall be considered effective when (1) personally delivered to; (2) transmitted by email showing date and time of transmittal to; (3) received by prepaid, certified U.S. Mail, return receipt requested, addressed to; or (4) received by overnight express carrier addressed to:

If to Lessor: Sorci Family LLC
c/o Mario Sorci

Email: _____

If to Lessee: City of Black Diamond
Attn: Mayor
P.O. Box 599
24301 Roberts Drive
Black Diamond, WA 98010

18. Force Majeure. Neither Party shall be considered in default of any performance of any obligation under this Agreement if such performance is prevented or delayed by Force Majeure, which means any act of God, riot, civil disturbance, epidemic, strike, governmental control, war, fire, natural calamity, or other act or occurrence beyond the reasonable control of the Party; provided that no such event shall be applied to allow delay in payment of Base Rent or other sums payable by Lessee hereunder as and when due. A Party's performance hereunder (other than obligations to pay rent or other sums) shall be excused or extended for as long as, and to the extent that, the Party's delay in compliance or completion is due to a Force Majeure event, provided that the Party takes all reasonable and practicable steps to effect a prompt resumption and resolution of its responsibilities hereunder.

19. Waiver. A failure to enforce one or more of the covenants, conditions, and promises in this Lease by either Party shall not be construed or deemed to be a waiver of any separate or subsequent breach of the same or another covenant, condition, or promise of this Lease and shall not operate as a waiver, consent, acquiescence, or estoppel against future enforcement.

20. Entire Agreement. The Prior Lease, this Lease, including the Exhibits hereto, contain the entire agreement of the Parties concerning the use and occupancy of the Leased Premises and the Sorci Parcel. No prior or contemporaneous agreements, promises, or understandings pertaining to the subject matter of this Lease is valid or any force or effect and all such prior agreements, promises, and understandings are hereby superseded. This Lease and the obligations of the Parties hereunder shall not be altered or amended except by a subsequent written instrument signed by the duly authorized representatives of the Parties.

21. Governing Law. This Lease is governed by and shall be interpreted, construed, performed, and enforced according to the laws of the State of Washington, excluding its choice-of-law rules.

22. Jurisdiction, Venue, and Attorney Fees. Any dispute concerning the performance, interpretation, or enforcement of this Lease shall be brought exclusively in the Superior Court of King County, Washington, which the Parties acknowledge has personal and subject-matter jurisdiction and shall be the exclusive venue for any such dispute. The substantially prevailing party in any such dispute shall be entitled to recover its reasonable attorney fees and court costs.

23. Severability. The provisions of this Lease are severable. If any provision is for any reason held by a court of competent jurisdiction to be invalid or unenforceable against any person or entity, such invalidity or unenforceability shall not affect the validity of any other provisions of the Lease or its enforceability against any other person or entity.

ACCEPTED AND AGREED TO BY:

SORCI FAMILY LLC, Lessor

CITY OF BLACK DIAMOND, Lessee

By: _____
Mario Sorci

By: _____
Carol Benson, Mayor

Date: _____

Date: _____

ATTEST:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

David A. Linehan, City Attorney

LESSOR ACKNOWLEDGEMENT

STATE OF _____)

: ss.

County of _____)

I certify that I know or have satisfactory evidence that the persons appearing before me and making this acknowledgment are the persons whose true signatures appear on this document.

On this _____ day of _____, 2020, before me personally appeared Mario Sorci, to me known to be the _____ of SORCI FAMILY, LLC, a Washington limited liability company, the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

WITNESS my hand and seal hereto affixed the day and year first above written.

Type or Print Name: _____

Notary Public in and for the State of
_____, residing at _____

My commission expires _____

LESSEE ACKNOWLEDGEMENT

STATE OF _____)

: ss.

County of _____)

I certify that I know or have satisfactory evidence that the persons appearing before me and making this acknowledgment are the persons whose true signatures appear on this document.

On this ____ day of _____, 2020, before me personally appeared Carol Benson, to me known to be the Mayor of CITY OF BLACK DIAMOND, a Washington noncharter code city organized under Title 35A, the noncharter code city that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

WITNESS my hand and seal hereto affixed the day and year first above written.

Type or Print Name: _____

Notary Public in and for the State of
_____, residing at _____

My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION

POR NE 1/4 BEG NE COR TH S ALG E LN 1296.05 FT TH S 89-51-08 W 239.34 FT TAP ON E LN TR DESC AUD # 3031570 & TPOB TH N 87-45-28 W 238.48 FT TO W LN TR DESC AUD #1645619 TH N 3-30-28 W COMMON WITH LN DESC AUD #1645619 240.81 FT TH S 87-45-28 E 180.9 FT TH S 63-12-28 E TO NE COR TR DESC AUD #3031570 TH S 0-08-52 E COMMON WITH LN DESC AUD #3031570 TO TPOB AKA POR OF PCL 1 OF BLACK DIAMOND SP NO 78-007 RECORDING NO 7811039014 TGW N 93 FT OF FOLG DESC PCL - BEG NE COR SD SEC 15 TH S ALG E LN OF SEC 1915.41 FT TH S 89-51-08 W 440.67 FT TO SW COR OF TR CONV UNDER AUD #1645619 & TPOB TH N 03-30-28 W ALG W LN OF SD TR 630.39 FT M/L TO SW COR SD PCL 1 BD SP 78-007 REC #7811039014 TH S 87-45-28 E 178.48 FT M/L TAP 60 FT W FR TR DESC UNDER REC # 7501070376 TH S 0-08-52 E 320 FT M/L PLT W LN OF SD TR TAP 60 FT W FR SW COR THOF TH S 05-45-43 W 308 FT M/L TO SE COR OF TR DESC UNDER AUD #1656204 TH N 87-45-28 W ALG S LN OF TRS DESC UNDER AUD #1656204 & 1645619 DIST 110 FT TO TPOB - SD PCL CONTAINS ALL OF LOT B OF BLACK DIAMOND LLA #90-02 REC #9002280435

EXHIBIT B
PREAPPROVED IMPROVEMENTS

Lessee is authorized to proceed with the following interior improvements at Lessee's expense.

1. Interior wall and door changes.
2. Interior Painting
3. Phone and computer data line routing
4. Wiring for additional plugs or circuits
5. Upgrade the HVAC for the computer network room
6. Plumbing fixture upgrades
7. Recarpeting
8. Additional structural support under the flooring of the server room to support the weight of the server and related equipment

EXHIBIT C

DETERMINATION OF FAIR MARKET RENT FOR EXTENSION TERM

(i) If the parties are unable to agree upon the Base Rent for the Extension Term within thirty (30) days after Lessee's exercise of its option to extend pursuant to Section 3 of the Lease, each Party, at its own cost and by giving notice to the other Party, shall appoint a real estate appraiser with at least five (5) years' full-time commercial real estate appraisal experience in the area in which the Leased Premises are located to appraise and set Base Rent for the Extension Term. If a Party does not appoint an appraiser within ten (10) days after the other Party has given notice of the name of its appraiser, the single appraiser appointed shall be the sole appraiser and shall set Base Rent for the Extension Term. If each Party shall have so appointed an appraiser, the two appraisers shall meet promptly and attempt to set the rent for the Extension Term. If the two appraisers are unable to agree within thirty (30) days after the second appraiser has been appointed, they shall attempt to select a third appraiser meeting the qualifications herein stated within ten (10) days after the last day the two appraisers are given to set Base Rent. If the two appraisers are unable to agree on the third appraiser within such ten (10) day period, either of the parties to this Lease, by giving five (5) days' notice to the other party, may apply to the then presiding judge of the Superior Court of King County for the selection of a third appraiser meeting the qualifications stated in this paragraph. Each of the Parties shall bear one-half (1/2) of the cost of appointing the third appraiser and of paying the third appraiser's fee. The third appraiser, however selected, shall be a person who has not previously acted in any capacity for either Party.

(ii) Within thirty (30) days after the selection of the third appraiser, a majority of the appraisers shall set Base Rent for the Extension Term. If a majority of the appraisers are unable to agree upon the Base Rent within the stipulated period of time, the three appraisals shall be added together and their total divided by three (3). The resulting quotient shall be the Base Rent for the Premises during the Extension Term. If, however, the low appraisal and/or the high appraisal is/are more than five percent (5%) lower and/or higher than the middle appraisal, the low appraisal and/or the high appraisal shall be disregarded. If only one (1) appraisal is disregarded, the remaining two (2) appraisals shall be added together and their total divided by two (2), and the resulting quotient shall be Base Rent for the Premises during the Extension Term.

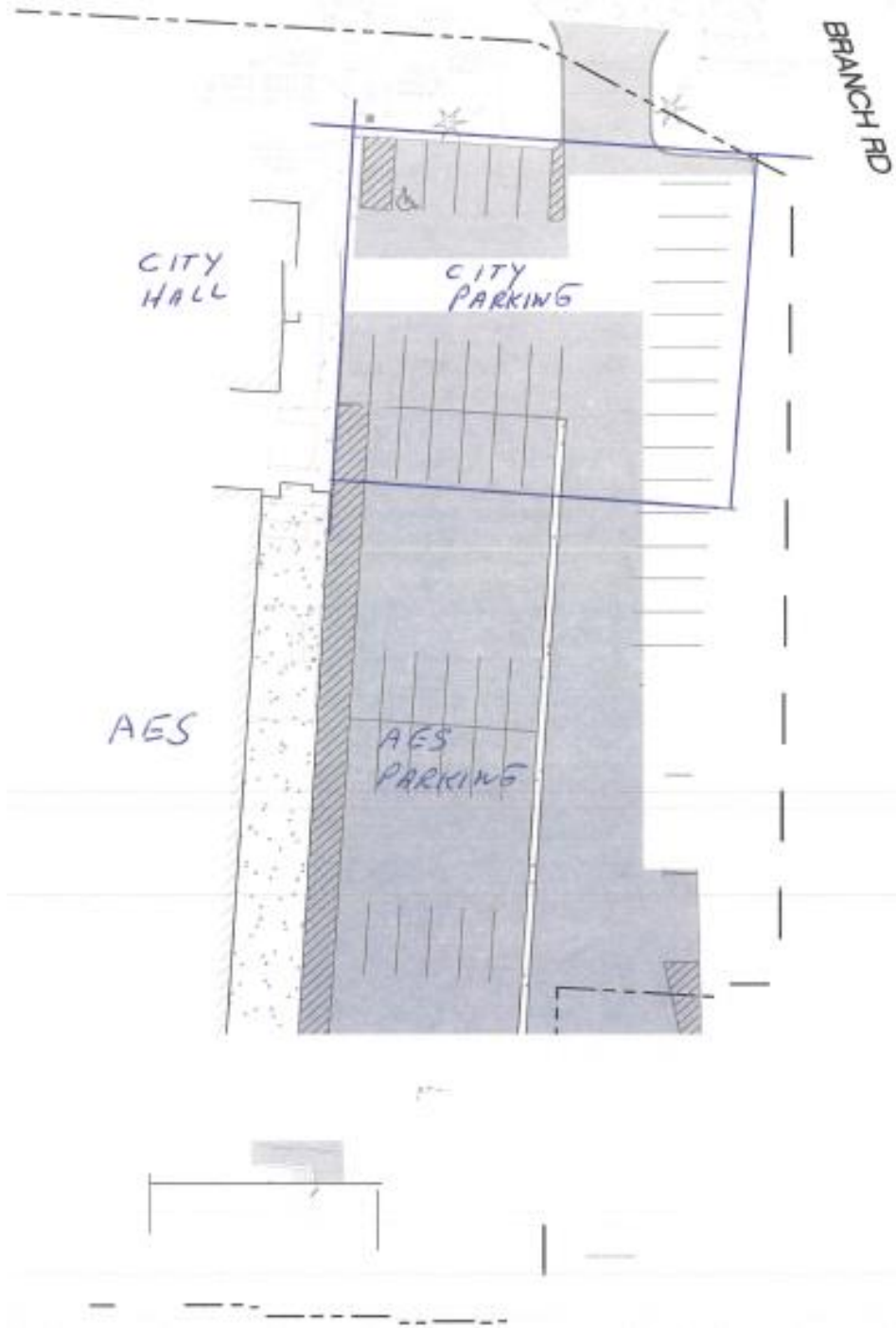
(iii) For purposes of the appraisal, the term “fair market rental value” shall mean an amount equal to one hundred percent (100%) of the rental that a ready and willing tenant would pay, as of the commencement date of the Extension Term, as a Base Rent to a ready and willing landlord of premises in similar office projects in the general geographic are of the Leased Premises of comparable size, quality and level of improvement, if such premises were exposed for lease on the open market for a reasonable period of time.

(iv) If Base Rent for the Extension Term has not been determined prior to the commencement of such Extension Term, Lessee will, until such determination, pay Base Rent at a rate equivalent to a ten percent (10%) increase of the Base Rent in effect immediately prior to the commencement of the Extension Term until the parties agree upon the new Base Rent, or until the Base Rent is determined in arbitration pursuant to this Exhibit C. The amount of the new Base Rent for the Extension Term will be applied retroactively to the beginning of such Extension Term, and any rent adjustment will be made in connection with the next installment of Base Rent due, following conclusion of arbitration.

(v) Upon determination of Base Rent for the Extension Term, Lessor and Lessee shall execute an amendment to this Lease memorializing the same.

EXHIBIT D

DIAGRAM OF PARKING SPACES
RESERVED FOR CITY HALL PERSONNEL AND VISITORS



**BLACK
DIAMOND
PRELIMINARY
BUDGET -
Other Funds**

2021

Other City Funds - Budget Work study

October 29, 2020

(does not include the General Fund)



'Black Diamond's New Gateway Entrance Sign'

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Special Revenue Funds

These are funds established by governments to collect money that must be used for a specific project. Special revenue funds provide an extra level of accountability and transparency to taxpayers that their tax dollars will go toward an intended purpose.



'Labor Day 2019'

Street Fund

Street Department responsibilities include maintaining, planning, and upgrading public streets and sidewalks. Major maintenance activities include maintaining the street signs, pavement stripes and markings, roadside brush, trees and vegetation control, streetlights, pavement, signals, sidewalks, and shoulder grading. Other activities include managing the right of way, street capital planning, seeking and managing grant funds, and addressing traffic safety issues.

Revenues from gas tax and Transportation Benefit District (TBD) car tab fees are the primary sources of funds for the Street Department. Most Washington cities struggle to pay for street maintenance costs, as shared gas tax revenue doesn't keep pace with the costs. Beginning in mid-2015, the city created a Transportation Benefit District (TBD), which receives \$20 per car registered to Black Diamond residents or businesses. This money is required to be used exclusively for road maintenance and operations.

Street Fund 101	2018 Actual	2019 Actual	2020 Budget	2019 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 REVENUE							
2 Beginning Cash and Investments	134,234	114,449	85,449	76,743	106,343	20,894	24.5%
3 Street Gas Tax	94,906	91,920	87,200	39,575	75,500	(11,700)	-13.4%
4 Right of Way Permit	11,609	8,679	8,679	11,885	16,000	7,321	84.35%
5 Other Permits and Misc Rev	29,920	10,656	39,476	24,565	21,500	(17,976)	-45.5%
6 Subtotal Operating Revenue	136,435	111,255	135,355	76,025	113,000	(22,355)	-16.5%
7 Transfer in From TBD Fund	112,000	112,000	100,000	70,000	100,000	-	0.0%
8 Transfer in from General Fund	-	-	-	-	170,000	170,000	0.0%
9 Transfer in REET II	-	35,000	70,000	-	70,000	-	0.0%
10 Total Revenue	112,000	147,000	170,000	70,000	340,000	170,000	100.0%
11 Total Street Fund Sources	\$382,669	\$372,704	\$390,804	\$222,768	\$559,343	\$168,539	43.1%

Street Fund 101	2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 Expenditures							
2 Wages	103,645	119,149	127,843	61,768	149,119	21,276	16.6%
3 Benefites	49,007	55,619	67,075	29,653	76,641	9,566	14.26%
4 Salary and Benefits	152,652	174,768	194,918	91,421	225,760	30,842	15.8%
5 Supplies	7,815	13,151	13,168	2,665	14,668	1,500	11.4%
6 Services & Charges	97,753	98,041	113,955	35,674	140,061	26,106	22.91%
7 Subtotal Operating Expenditures	105,568	111,192	127,123	38,339	154,729	27,606	21.7%
8 Transfer out Capital Equip Replacement	10,000	10,000	10,000	10,000	10,000	-	0.0%
9 Subtotal Street Fund Expenditures	268,220	295,960	332,041	139,760	390,489	58,448	17.6%
10 Ending Cash and Investments	114,449	76,742	58,763	83,008	168,854	110,091	187.3%
11 Total Street Fund Uses	382,669	372,702	390,804	222,768	559,343	\$168,539	43.1%

Fire Impact Fee Fund

Per City Ordinance 12-980, Fire Impact Fees are charged to new development and building expansions within the City limits. For a new residential home in Black Diamond, the fee is \$1,783.13 for homes without sprinkler systems.

The implementation of the fee came after a 2011 Fire Impact Fee Study, which developed the methodology and to ensure compliance with Washington laws and City Code. Future Fire capital costs will be funded with a combination of impact fees and city funds. The city is accumulating funds to replace growth related fire equipment and facilities.

Fire Impact Fee Fund 107	2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 REVENUE							
2 Beginning Cash and Investments	205,493	497,099	325,599	936,627	880,226	554,627	170.3%
3 Fire Impact Fees	285,370	424,051	400,000	379,793	500,000	100,000	25.0%
4 Interest Income	6,236	15,477	15,500	7,516	7,500	(8,000)	-51.61%
5 Subtotal Fire Impact Fee Revenue	291,606	439,528	415,500	387,309	507,500	92,000	22.1%
6 Total Fire Impact Fee Sources	\$497,099	\$936,627	\$741,099	\$1,323,936	\$1,387,726	\$646,627	87.3%

Fire Impact Fee Fund 107	2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 Expenditures							
2 Transfer out to Fire Equipment & Building	-	-	600,000	-	1,000,000	400,000	66.7%
3 Subtotal Fire Impact Fee Expenditures	-	-	-	-	1,000,000	1,000,000	0.0%
4 Ending Cash and Investments	497,099	936,627	141,099	1,323,936	387,726	246,627	174.8%
5 Total Fire Impact Fee Uses	497,099	936,627	741,099	1,323,936	1,387,726	\$646,627	87.3%



‘Historic Black Diamond Fire Station’

Transportation Benefit District Fund

To address declining revenues that support the Street Department, the City established a Transportation Benefit District in 2015. The city collects a twenty-dollar vehicle license fee pursuant to RCW 36.73.065 and RCW 82.80.140. Currently there are about 90 TBD districts in Washington State.

Transportation Benefit District Fund (TBD Fund) 108	2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 REVENUE							
2 Beginning Cash and Investments	9,398	2,155	9,948	22,429	24,709	14,761	148.4%
3 TBD Car Tab Feeb	104,439	104,801	106,000	54,826	102,000	(4,000)	-3.8%
4 TBD Investment Interest	318	472	450	170	200	(250)	-55.56%
5 Subtotal TBD Revenue	104,757	105,273	106,450	54,996	102,200	(4,250)	-4.0%
6 Total TBD Sources	\$114,155	\$107,428	\$116,398	\$77,425	\$126,909	\$10,511	9.0%

Transportation Benefit District Fund (TBD Fund) 108	2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 Expenditures							
2 TBD Transfer to Street Fund	112,000	85,000	100,000	-	100,000	-	0%
3 Subtotal TBD Expenditures	112,000	85,000	100,000	-	100,000	-	0.0%
4 Ending Cash and Investments	2,155	22,428	16,398	77,425	26,909	10,511	64.1%
5 Total TBD Uses	114,155	107,428	116,398	77,425	126,909	\$10,511	9.0%



'224th Ave Chip Seal'

Traffic Mitigation Fund

The Traffic Mitigation Fund was created in August 2016 for the purpose of collecting funds from the Enumclaw School District, in an agreement with the city to contribute to improving safety in four intersections nearby the new school. Since 2016, other traffic mitigation fees have been collected from developers for specific traffic improvements.

Traffic Mitigation Fees Fund 109	2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 REVENUE							
2 Beginning Cash and Investments	84,305	133,404	204,204	136,539	170,639	(33,565)	-16.4%
3 Traffic Mitigation Fees	76,907	-	70,000	6,295	30,000	(40,000)	-57.1%
4 Income Interst	2,192	3,125	3,000	977	900	(2,100)	-70.00%
5 Subtotal Traffic Mitigation Revenue	79,099	3,125	73,000	7,272	30,900	(42,100)	-57.7%
6 Total Traffic Mitigation Sources	\$163,404	\$136,529	\$277,204	\$143,811	\$201,539	(\$75,665)	-27.3%

Traffic Mitigation Fees Fund 109	2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 Expenditures							
2 Transfer Out to Intersection Improvements	30,000	-	277,204	-	200,000	(77,204)	-27.85%
3 Subtotal Traffic Mitigation Expenditures	30,000	-	277,204	-	200,000	(77,204)	-27.9%
4 Ending Cash and Investments	133,404	136,529	-	143,811	1,539	1,539	0.0%
5 Total Traffic Mitigation Uses	163,404	136,529	277,204	143,811	201,539	(\$75,665)	-27.3%

School Impact Fees

In 2020 the City Council adopted legislation for the collection of school impact fees for the four school districts within the City limits. The State Auditor’s office now requires that these fees be tracked in a special revenue fund.

School Impact Fees 110	2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 REVENUE							
2 Beginning Cash and Investments	-	-	-	-	-	0	0.0%
3 School Imoact Fees	-	-	-	-	3,000,000	3,000,000	0.0%
4 Total School Impact Fees Sources	\$0	\$0	\$0	\$0	\$3,000,000	\$3,000,000	0.0%

School Impact Fees 110	2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 Expenditures							
2 Transfer Out to School Districts	-	-	-	-	3,000,000	3,000,000	0.0%
3 Subtotal Traffic Mitigation Expenditures	-	-	-	-	3,000,000	3,000,000	0.0%
4 Ending Cash and Investments	-	-	-	-	-	-	0.0%
5 Total School Imact Fee Uses	\$0	\$0	\$0	\$0	3,000,000	\$3,000,000	0.0%

Internal Service Funds

This fund is used for operations serving other funds or departments within the city.

Black Diamond has one such fund, Equipment Replacement that collects money from other departments to build up resources to replace capital equipment, such as Police and Fire vehicles as well as General Government and Public Works equipment.



'Backhoe'

Equipment Replacement Funds

Equipment Replacement Funds include Fire, Public Works, Police and General Government equipment replacements. Some examples of equipment are police and fire vehicles, utility trucks and machinery.

Fire Equipment Replacement Fund 510-100	2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 REVENUE							
2 Beginning Cash and Investments	66,380	36,433	37,314	37,284	38,114	800	2.1%
3 Investment Interest	1,031	851	800	320	-	(800)	-100.0%
4 Transfer in REET I	-	-	-	-	-	-	0.0%
5 Subtotal Fire Equipment Revenue	1,031	851	800	320	-	(800)	-100.0%
6 Total Fire Equipment Sources	\$67,411	\$37,284	\$38,114	\$37,604	\$38,114	\$0	0.0%

Fire Equipment Replacement Fund 510-100	2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 Expenditures							
2 Fire Truck Repairs	30,978	-	38,114	-	38,114	-	0.0%
3 Future Fire Building and Equipment	-	-	-	-	-	0	0.00%
4 Subtotal Fire Equipment Expenditures	30,978	-	38,114	-	38,114	0	0.0%
5 Ending Cash and Investments	36,433	37,284	-	37,567	-	0	0.0%
6 Total Fire Equipment Uses	67,411	37,284	38,114	37,567	38,114	\$0	0.0%



‘Dan Dal Santo and the Historic Black Diamond Firetruck’

2021 BLACK DIAMOND PRELIMINARY BUDGET -OTHER FUNDS

Public Works Equipment Replacement Fund 510-200	2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 REVENUE							
2 Beginning Cash and Investments	258,647	269,477	151,476	191,231	179,556	28,080	18.5%
3 Investment Interest	4,833	3,990	3,700	1,498	1,500	(2,200)	-59.5%
4 Surplus Sales	-	3,954	200	-	-	(200)	-100.0%
5 Transfer in From Water Operating	10,000	10,000	10,000	10,000	10,000	-	0.00%
6 Transfer in From Sewer Operating	10,000	10,000	10,000	10,000	10,000	-	0.00%
7 Transfer in From Stormwater Operating	10,000	-	-	-	10,000	10,000	0.00%
8 Transfer in From Street Fund	10,000	10,000	10,000	10,000	10,000	-	0.00%
9 Transfer in From General Fund	12,000	7,000	7,000	7,000	7,000	-	0.00%
10 Subtotal PW Equipment Revenue	56,833	44,944	40,900	38,498	48,500	7,600	18.6%
11 Total PW Equipment Sources	315,480	314,421	\$192,376	\$229,729	\$228,056	\$35,680	18.5%

Public Works Equipment Replacement Fund 510-200	2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 Expenditures							
2 Truck and Equipment	41,924	33,594	-	-	35,000	35,000	0.0%
3 Various Mowers and Equipment	-	-	17,000	-	-	(17,000)	-100.0%
4 Computers and Radios	666	-	11,500	9,771	10,000	(1,500)	-13.0%
5 Sander & De-Icer	-	-	-	-	20,000	20,000	0.0%
6 Wood Chipper	-	-	45,000	25,655	-	(45,000)	-100.0%
7 Back Hoe & Misc Eq.	3,414	88,876	-	-	-	-	0.0%
8 PW Surplus Costs	-	-	-	60	500	500	0.0%
9 Subtotal PW Equipment Expenditures	46,004	122,470	73,500	35,486	65,500	(8,000)	-10.9%
10 Ending Cash and Investments	269,476	191,952	118,876	194,069	162,680	43,804	36.8%
11 Total PW Equipment Uses	315,480	314,422	192,376	229,555	228,180	\$35,804	18.6%



'Utility Operators Using the New Woodchipper'

2021 BLACK DIAMOND PRELIMINARY BUDGET -OTHER FUNDS

Police Equipment Replacement Fund 510-300	2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 REVENUE							
2 Beginning Cash and Investments	6,934	58,638	16,634	79,032	42,793	26,159	157.3%
3 Investment Interest	580	479	1,000	180	500	(500)	-50.0%
4 Surplus Sales	1,600	3,750	1,000	4,010	3,000	2,000	200.00%
5 Sewer Loan for Police Cars(4 in 2017)	-	-	-	-	-	-	0.00%
6 Transfer in From General Fund	50,000	60,000	60,000	60,000	130,000	70,000	0.00%
7 Transfer in From REET I	-	55,000	60,000	-	65,000	5,000	8.33%
8 Subtotal Police Equipment Revenue	52,180	119,229	122,000	64,190	198,500	76,500	62.7%
9 Total Police Equipment Sources	\$59,114	\$177,867	\$138,634	\$143,222	\$241,293	\$102,659	74.1%

Police Equipment Replacement Fund 510-300	2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 Expenditures							
2 Replace Police Vehicles	-	98,549	110,000	677	195,000	85,000	77.3%
3 Surplus Costs Police	476	286	2,000	671	1,000	(1,000)	-50.0%
4 Police Radios	-	-	17,124	-	45,293	28,169	164.5%
5 Subtotal Police Equipment Expenditures	476	98,835	129,124	1,348	241,293	112,169	86.9%
6 Ending Cash and Investments	58,638	79,032	9,510	141,874	-	(9,510)	-100.0%
7 Total Police Equipment Uses	59,114	177,867	138,634	143,222	241,293	\$102,659	74.1%



'Black Diamond Police Car'

PW Building Improvements 510-500	2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 REVENUE							
2 Beginning Cash and Investments	-	-	-	-	-	0	0.0%
3 Transfer in REET I				25,000	30,000	30,000	0.00%
4 Subtotal Fire Equipment Revenue Revenue	-	-	-	25,000	30,000	30,000	0.0%
5 Total Fire Equipment Sources	\$0	\$0	\$0	\$25,000	\$30,000	\$30,000	0.0%

PW Building Improvements 510-500	2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 Expenditures							
2 Shop/Yard Improvements	-	-	-	23,040	30,000	30,000	0.0%
3 Subtotal PW Bldg Expenditures	-	-	-	23,040	30,000	30,000	0.0%
4 Ending Cash and Investments	-	-	-	1,960	-	0	0.0%
5 TotalPW Bldg Uses	-	-	-	25,000	30,000	\$30,000	0.0%

Utility Funds

Utility funds are used for services provided to the public on a user charge basis, similar to the operation of a commercial enterprise.

Black Diamond has water, sewer and stormwater utilities.



'4.3 Mil Gal Water Tank'

Water Operating Fund 401

The Water Department provides safe high-quality reliable drinking water to the residents of Black Diamond with the exception of residents on Covington Water in the Lake Sawyer area. The water utility is responsible for the operation and maintenance of the city’s springs, fences, access roads, power lines, backup power, control systems, water storage tanks, water treatment systems, pump stations, water main, water quality testing, meter reading, installation and billing. Black Diamond households receive very high-quality drinking water delivered under pressure to their house to drink, wash dishes, wash clothes, and help run their households. Water also provides for fire protection.

In 2021, building activity will continue to increase water sales as well as the installation of new irrigation water meters.

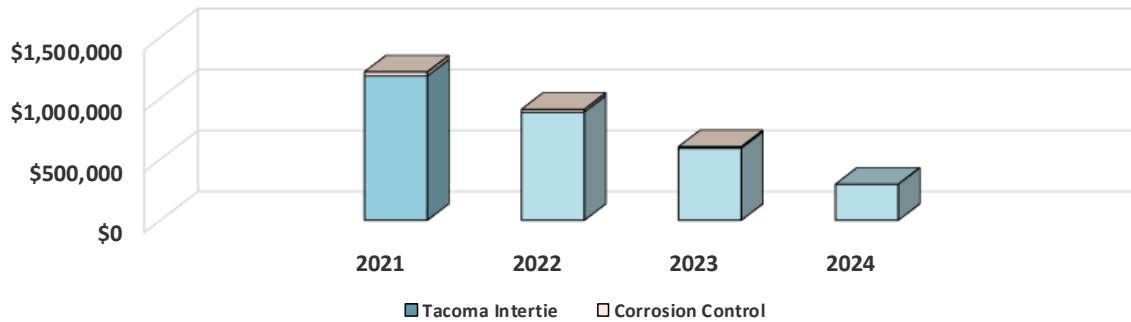
Water Fund 401	2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 REVENUE							
2 Beginning Cash and Investments	429,813	497,143	479,002	630,271	571,357	92,355	19.3%
3 Water Charges	744,106	813,839	850,000	435,566	985,400	135,400	15.9%
4 Water Late Fees/Name Change Charge	16,150	17,110	15,000	3,135	5,000	(10,000)	-66.67%
5 Hydrant Water & Irrigation Meter Sales	96,917	103,126	90,000	22,052	81,000	(9,000)	-10.0%
6 Meter Purchases, Setting Fees, Inspections, misc	157,234	218,256	162,017	189,348	186,000	23,983	14.80%
7 Interest, Refunds and Misc. Revenue	7,152	2,165	14,000	3,804	7,000	(7,000)	-50.0%
8 Subtotal Water Operating Revenue	1,021,559	1,154,496	1,131,017	653,905	1,264,400	133,383	11.8%
9 Palmer Coking Coal Contribution	98,376	96,487	95,486	96,066	97,500	2,014	2.11%
10 Permitting Deposiet for consultants	-	37,100	-	17,695	60,000	60,000	0.00%
11 Subtotal Water Other Revenue	98,376	133,587	95,486	113,761	157,500	62,014	64.9%
12 Total Water Fund Sources	\$1,549,748	\$1,785,226	\$1,705,505	\$1,397,937	\$1,993,257	\$287,752	16.9%

Water Fund 401	2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 Expenditures							
2 Wages	181,104	211,672	245,010	115,927	278,647	33,637	13.7%
3 Benefites	77,119	88,360	118,065	49,894	130,564	12,499	10.59%
4 Salary and Benefits	258,223	300,032	363,075	165,821	409,211	46,136	12.7%
5 Supplies	95,580	100,999	122,420	30,530	124,420	2,000	1.6%
6 Services and Charges	242,040	268,207	309,527	136,652	390,295	80,768	26.09%
7 Tacoma Water Maintenance	-	-	76,000	30,167	152,000	76,000	100.00%
8 Capital Outlay	4,400	-	-	-	-	0	0.00%
9 Subtotal Operating Expenditures	342,020	369,206	507,947	197,349	666,715	158,768	31.3%
10 Debt Services	317,362	315,828	314,295	314,295	314,244	(51)	0.0%
11 Consultant Exp from Permit Deposits	-	34,889	-	2,197	60,000	60,000	0.0%
12 Transfer out Capital Equip Replacement	10,000	10,000	10,000	10,000	10,000	-	0.0%
13 Transfer out Water Capital Fund	125,000	125,000	175,000	-	175,000	-	0.0%
14 Subtotal Water Fund Expenditures	1,052,605	1,154,955	1,370,317	689,662	1,635,170	264,853	19.3%
15 Ending Cash and Investments	497,143	630,271	335,188	708,275	358,087	22,899	6.8%
16 Total Water Fund Uses	1,549,748	1,785,226	1,705,505	1,397,937	1,993,257	\$287,752	16.9%

Water Debt Service 2021

Issue Date	Issue Amount	Type	Purpose	Maturity Date	12/31/2021 Debt Owed	2021 Principal	2021 Interest	2021 Total	2021 Debt Payment		
									Water Operating	Developer	Total 2021
2006	180,000	PWTF	Cor Contrl	2022	22,500	11,250	113	11,363	11,363		11,363
2005	3,407,063	PWTF	Tac 500mg	2024	827,368	197,070	5,171	202,241	202,241		202,241
	256,064	PWTF	Tac city 1st	2024							
	1,784,693	PWTF	Pump Fac, Res & lines	2024	354,586	98,419	2,216	100,635		100,635	
	5,447,820	PWTF			1,181,954	295,489	7,387	302,876	202,241	100,635	202,241
Totals	5,627,820				1,204,454.00	306,739	7,500	314,239	213,604	100,635	213,604
Less Developer Responsibility Palmer					(354,586)						
Net City Liability					849,868						

Water Debt thru 2024 (Principal Only)



'Pump Station Building'

Sewer Operating Fund 407

The Sewer Department collects sewage from the homes and businesses in the old section of town for treatment and discharge. The area around Lake Sawyer is primarily served by an individual on-site wastewater disposal septic system, and a small area at the Northwest end of the Lake served by the Soos Creek Sewer system. The sewer utility provides for the planning, operation and maintenance of 17.5 miles of sewer lines and manholes, as well as five pump stations and provides local customer service and billing. This sewer utility also contracts with King County for transmission to the sewage treatment plant in Renton for treatment, discharge and bio-solids handling.

Sewer Fund 407	2018 Actual	2019 Actual	2020 Budget	2019 Thru June	2020 Prelim Budget	Budget \$ Change	Budget % Change
1 REVENUE							
2 Beginning Cash and Investments	107,137	195,664	169,476	275,999	293,500	124,024	73.2%
3 King County Sewer Revenue	642,510	646,743	688,000	358,380	775,000	87,000	12.6%
4 Black Diamond Sewer Revenue	239,974	282,925	310,000	185,099	411,000	101,000	32.58%
5 Miscellaneous Revenue	38,291	48,790	57,500	48,315	60,000	2,500	4.3%
6 Metro Prior Yr Refund	-	-	-	26,202	-	-	0.0%
7 Subtotal Sewer Operating Revenue	920,775	978,458	1,055,500	617,996	1,246,000	190,500	18.0%
8 Transfer in From Sewer Reserve	130,000	130,000	85,000	-	-	(85,000)	-100.0%
9 Subtotal Sewer Other Revenue	1,050,775	1,108,458	1,140,500	617,996	1,246,000	105,500	9.3%
10 Total Sewer Fund Sources	\$1,157,912	\$1,304,122	\$1,309,976	\$893,995	\$1,539,500	\$229,524	17.5%

Sewer Fund 407	2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 Expenditures							
2 Wages	162,794	165,925	180,344	87,216	203,757	23,413	13.0%
3 Benefites	69,360	70,570	89,984	38,191	100,137	10,153	11.28%
4 Salary and Benefits	232,154	236,495	270,328	125,407	303,894	33,566	12.4%
5 Office and Operating Supplies	7,390	5,854	7,400	2,034	6,860	(540)	-7.3%
6 Services and Charges	139,365	138,933	189,835	75,148	233,956	44,121	23.24%
7 Capital Outlay	2,900	-	-	-	-	-	0.00%
8 Subtotal Operating Expenditures	149,655	144,787	197,235	77,182	240,816	43,581	22.1%
9 Metro Sewer Charges	570,438	636,841	688,000	328,778	775,000	87,000	12.6%
10 Transfer to Equipment Replacement Fund	10,000	10,000	10,000	10,000	10,000	-	0.0%
11 Subtotal Sewer Fund Expenditures	962,247	1,028,123	1,165,563	541,367	1,329,710	164,147	14.1%
13 Subtotal Ending Cash and Investments	195,665	275,999	144,313	352,628	209,790	65,477	45.4%
14 Total Sewer Fund Uses	1,157,912	1,304,122	1,309,876	893,995	1,539,500	\$229,624	17.5%

Stormwater Operating Fund 410

The Stormwater Utility maintains nine storm ponds, nine miles of storm pipe, 572 catch basins, two bio-infiltration systems, one stormwater filter system and approximately 20 miles of ditches and flow paths. These activities help preserve the public road system and protect the environment. The city also oversees activities dealing with controlling storm water quality including education, enforcing stormwater codes on construction and new development, monitoring private stormwater systems maintenance, monitoring the effectiveness of city programs, monitoring water quality in the city, participation in the WIRA 9 Water Quality Initiative, providing coverage for the Endangered Species Act claims, and reporting to the Department of Ecology.

The Stormwater Utility mitigates the stormwater impact of urban living on the environment for \$19.50 per month per household.

Stormwater Fund 410	2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 REVENUE							
2 Beginning Cash and Investments	103,277	101,196	105,148	222,422	213,000	107,852	102.6%
3 Stormwater Charges	366,092	487,638	415,000	277,284	545,000	130,000	31.3%
4 Ecology and Other Grants	25,098	24,902	37,000	-	50,000	13,000	35.14%
5 Stormwater Inspection/Civic Fees	24,778	18,386	31,500	15,181	31,500	-	0.00%
6 Interest and Misc.	2,041	3,588	4,000	1,356	2,500	(1,500)	-37.50%
7 Subtotal Stormwater Fund Revenue	418,009	534,514	487,500	293,821	629,000	141,500	29.0%
8 Total Stormwater Fund Sources	\$521,286	\$635,710	\$592,648	\$516,243	\$842,000	\$249,352	42.1%

Stormwater Fund 410	2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 Expenditures							
2 Wages	166,927	171,669	179,515	88,653	202,745	23,230	12.9%
3 Benefites	71,491	72,905	86,980	38,761	99,238	12,258	14.09%
4 Salary and Benefits	238,418	244,574	266,495	127,414	301,983	35,488	13.3%
5 Supplies	6,983	6,200	9,360	2,696	10,360	1,000	10.7%
6 Services and Charges	161,849	161,476	207,589	97,513	270,336	62,747	30.23%
7 Street Sweeping	1,320	1,038	5,000	-	20,000	-	0.00%
8 Capital Outlay	1,500	-	-	-	-	-	0.00%
9 Subtotal Operating Expenditures	171,672	168,714	221,949	100,209	300,696	78,747	35.5%
10 Transfer out Capital Equip Replacement	10,000	-	-	-	10,000	10,000	0.0%
11 Transfer out to Capital Projects	-	-	-	-	50,000	50,000	0.0%
12 Subtotal Stormwater Fund Expenditures	420,090	413,288	488,444	227,623	662,679	174,235	35.7%
13 Ending Cash and Investments	101,196	222,422	104,204	288,620	179,321	75,117	72.1%
14 Total Stormwater Fund Uses	521,286	635,710	592,648	516,243	842,000	\$249,352	42.1%

Capital Project Funds

Capital project funds are used to account for the improvement, construction or acquisition of buildings, equipment and roads. Depending on its use, a fixed asset may instead be financed by a special revenue fund or a proprietary fund. Each capital project fund budget carries over every year until completion of that project.



'Black Diamond Skate Park'

Real Estate Excise Tax I – 311 (REET I)

Washington State levies a real estate excise tax (REET) on all property sales of 1.28% of a property’s full selling price. A locally imposed tax is also authorized, although the rate and uses of the funds differ by population size and whether the city or county is planning under the Growth Management Act (GMA). All cities are allowed to levy a 0.25% tax on property sales (REET I). Cities and counties that are planning under the GMA may also levy a second quarter percent tax (REET II).

This Fund is primarily to be used for General Government Capital Projects, Fund 310, and General Government Capital Expenditures in the 510 Fund. The 2021 budget anticipates an increase in revenue due to increasing construction and sale of homes and land.

General Government REET I Fund - 311		2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1	REVENUE							
2	Beginning Cash and Investments	131,816	192,220	296,783	349,427	450,000		0.0%
3	1/4% Real Estate Excise Tax	265,855	412,512	335,000	249,947	450,000	115,000	34.3%
4	LGIP Investment Interest	2,049	4,086	4,250	2,088	3,000	(1,250)	-29.41%
5	Subtotal REET I Revenue	267,904	416,597	339,250	252,035	453,000	113,750	33.5%
6	Total REET I Sources	\$399,720	\$608,817	\$636,033	\$601,462	\$903,000	\$266,967	42.0%

General Government REET I Fund- 311		2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1	Expenditures							
2	Transfer to 310 Fund	207,500	204,390	485,390		255,000	(230,390)	-47.5%
3	Transfer to 510 Fund - Police & Fire Equip	-	55,000	60,000	-	65,000	5,000	8.33%
4	Subtotal REET I Expenditures	207,500	259,390	545,390	-	320,000	(225,390)	-41.3%
5	Ending Cash and Investments	192,220	349,427	90,643	601,467	583,000	492,357	543.2%
6	Total REET I Uses	399,720	608,817	636,033	601,467	903,000	\$266,967	42.0%

Real Estate Excise Tax II – 321 (REET II)

The collection of REET II is authorized by RCW 8245.010 can be used for capital projects. This part of the real estate excise tax may only be levied by cities that plan under the Growth Management Act.

Specifically, one quarter percent of the real estate excise tax is to be used primarily for public works projects for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems, planning, construction, reconstruction, repair, rehabilitation, or improvement of parks.

Midyear in 2011 the Washington State Legislature authorized for five years the usage of up to \$100,000 of REET monies for the maintenance of capital assets. REET II monies in Black Diamond are transferred to Fund 320 for Street and Public Works capital projects or maintenance in utility funds. The 2021 budget anticipates an increase in revenue due to new construction and sales of homes and land.

General Government REET II Fund - 321	2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 REVENUE							
2 Beginning Cash and Investments	139,055	249,003	383,853	432,055	465,000	81,147	21.1%
3 1/4% Real Estate Excise Tax	265,220	411,997	335,000	388,741	450,000	115,000	34.3%
4 LGIP Investment Interest-Misc.	2,727	30,196	4,250	2,757	3,000	(1,250)	-29.41%
5 Subtotal REET II Revenue	267,947	442,193	339,250	391,498	453,000	113,750	33.5%
6 Total REET II Sources	\$407,002	\$691,196	\$723,103	\$823,553	\$918,000	\$194,897	27.0%

General Government REET II Fund - 321	2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 Expenditures							
2 Transfer to Street Fund	-	35,000	70,000	70,000	70,000	-	0.0%
3 Transfer to St. Capital Projects	143,000	189,000	307,000	75,000	109,750	(197,250)	-64.3%
4 Transfer to Storm N. CommTr Pond	-	-	-	-	398,100	398,100	0.0%
5 REET II Transfer to Cedarbrook	15,000	35,000	-	-	-	-	0.0%
6 Transfer to PW Bld	-	-	-	25,000	25,000	25,000	0.0%
7 Subtotal REET II Expenditures	158,000	259,000	377,000	170,000	602,850	225,850	59.9%
8 Ending Cash and Investments	249,003	432,055	346,103	653,553	315,150	(30,953)	-8.9%
9 Total REET II Uses	407,003	691,055	723,103	823,553	918,000	\$194,897	27.0%

Public Works Retainage Fund 322

The State Auditor’s office now requires that these fees be tracked in a special revenue fund.

Public Works Retainage Fund 322	2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 REVENUE							
2 Beginning Cash and Investments	-	-	-	42,928	-	0	0.0%
3 Retainage Deposits	-	57,612	-	51,959	100,000	100,000	0.0%
4 LGIP Investment Interest	-	-	-	-	2,000	2,000	0.00%
5 Subtotal Retainage Revenue	-	57,612	-	51,959	102,000	102,000	0.0%
6 Total Retainage Sources	\$0	\$57,612	\$0	\$94,887	\$102,000	\$102,000	0.0%

Public Works Retainage Fund 322	2018 Actual	2019 Actual	2020 Budget	2020 Thru June	2021 Prelim Budget	Budget \$ Change	Budget % Change
1 Expenditures							
2 Return Retainage Deposits	-	14,685	-	20,395	100,000	100,000	0.0%
3 Return Retainage Interest	-	-	-	475	2,000	2,000	0.00%
4 Subtotal PW Retainage Expenditures	-	14,685	-	20,870	102,000	102,000	0.0%
5 Ending Cash and Investments	-	42,927	-	23,997	-	0	0.0%
6 TotalPW Retainage Uses	-	57,612	-	44,867	102,000	\$102,000	0.0%

Capital Improvement Projects

Fund 310 - General Government Capital Projects

Project Name	Project		Source of Revenue				Source of Expenditures			Ending Fund Balance	Total Uses	
	CIP #	Note	Beg C&I	REET I Trf In	Grant/Other	K/C Levy-Parks-Trails Rev	Total Revenue	Expenditure	Trf Out			Total Expenditure
1 K/C Parks Levy/Gndr Cr. Tr	P1		197,000			100,000	297,000	297,000		297,000		297,000
2 Parks Plan/Survey	P3		47,247			30,000	77,247	77,247		77,247		77,247
3 Gen Gvt Grant Matching	P2			10,000			10,000	10,000		10,000		10,000
4 Skate Park Reconstruction	P8	Carry over	10,000	10,000			20,000	20,000		20,000		20,000
5 Replace Patrol Car	L1			65,000			65,000	65,000		65,000		65,000
6 General Govt/Police Tech	G1	Add \$\$		85,000			85,000	85,000		85,000		85,000
7 General Gvt-Various Campus Imp	G2	Update		150,000			150,000	150,000		150,000		150,000
8 Total Gen Govt Projects			254,247	320,000	0	130,000	704,247	704,247	0	704,247	0	704,247

Fund 320 - Public Works Capital Projects

	Project		Source of Revenue				Source of Expenditures			Ending Fund Balance	Total Uses	
	CIP #	Note	Beg C&I	REET II Trf In	Grants	Developer	Total Revenue	Expenditure	Trf Out			Total Expenditure
1 Gen Street Improvements	T1	Add \$\$		35,000			35,000	35,000		35,000		35,000
Old town Var. St. Overlay	Ti	Add		24,750	140,250		165,000	165,000		165,000		165,000
2 Grant Matching	T2			40,000			40,000	40,000		40,000		40,000
3 Morgan Cr Dev Patching	T6	Carry over	57,000				57,000	57,000		57,000		57,000
4 Traffic Impact Study		add \$\$		10,000			10,000	10,000		10,000		10,000
5 SR James-Rbts Sidewalk	T9	Defer/Grt					0					0
6 Rock Crk Bridge rehb-Design		Carry over	15,000				15,000	15,000		15,000		15,000
7 Public Works Fac Improvements	A1			25,000			25,000	25,000		25,000		25,000
8 Total PW Capital Projects			72,000	134,750	140,250	0	347,000	347,000	0	347,000	0	347,000

Fund 402 - WSFFA Partners Capital Projects

	Project		Source of Revenue				Source of Expenditures			Ending Fund Balance	Total Uses	
	#	Note	Beg C&I		Grants	Partners	Total Revenue	Expenditure	Trf Out			Total Expenditure
1 WSFFA Deposit						70,000	70,000	70,000		70,000		70,000
2 Spring Source Rehab	W1	Update				4,300,000	4,300,000	4,300,000		4,300,000		4,300,000
3 Total WSFFA Projects			0	0	0	4,370,000	4,370,000	4,370,000	0	4,370,000	0	4,370,000

Fund 404 - Water Capital Projects

	Project		Source of Revenue				Source of Expenditures			Ending Fund Balance	Total Uses	
	#	Note	Beg C&I	Trf In Wtr Res	CBDG Grant/Conn Chg/Int Inc	Trf in Wtr Op.	Total Revenue	Expenditure	Trf Out			Total Expenditure
1 Fire Flow Loop/N Comm	W2	Begin Eng		72,500			72,500	72,500		72,500		72,500
2 4.3 Mil Gal tank Mtc	W3	Carryover	35,000				35,000	35,000		35,000		35,000
3 Morganville S. Water Main Repl	W5	Update		234,483	358,517		593,000	593,000		593,000		593,000
4 .5 MG Res Recoat	W7	defer					0					0
6 Water Capital Reserve Fund			551,700		6,000	175,000	732,700		306,983		425,717	732,700
7 Total Water Capital Projects			586,700	306,983	364,517	175,000	1,433,200	700,500	306,983	700,500	425,717	1,433,200

Fund 408 - Sewer Capital Projects

	Project		Source of Revenue				Source of Expenditures					
	#	Note	Beg C&I	Trf In RII	Loan Repay	Int & Conn Chg	Total Revenue	Expenditure	Trf Out	Total Expenditure	Ending Fund Balance	Total Uses
1 Cedar Brook Eng	S1	Carryover	35,000				35,000	35,000		35,000		35,000
2 Reroute Morgan Main	S2	Defer					0					0
3 Sewer Capital Reserves			236,200		34,200	6,000	276,400				276,400	276,400
4 Total Sewer Capital Projects			271,200	0	34,200	6,000	311,400	35,000	0	35,000	276,400	311,400

Fund 410 - Stormwater Capital Projects

	Project		Source of Revenue				Source of Expenditures					
	#	Note	Beg C&I	Trf In RII	Trf In from Storm op.	K/C W/Q & Opp. Grant	Total Revenue	Expenditure	Trf Out	Total Expenditure	Ending Fund Balance	Total Uses
1 N Comm Strm Treat Pond	D1			398,016	40,000	107,681	545,697	545,697		545,697		545,697
2 Ginder Creek Headwall	D2	Defer					0					0
2 Basin Study	D4	Defer					0					0
3 Stormwater Capital Reserve					50,000		50,000		40,000		10,000	50,000
4 Total Stormwater Capital Prj.			0	398,016	90,000	107,681	595,697	545,697	40,000	545,697	10,000	595,697



‘Ribbon Cutting for the Completion of the Rock Creek Sidewalk’

2021 Employee Allocations by Funding Source							
Positions	Full Time Equivalent (FTE)	Funding Agreement	General Fund	Street Fund	Water Fund	Sewer Fund	Storm water Fund
1 City Clerk/HR Manager	1.00		0.70		0.10	0.10	0.10
2 Deputy City Clerk	1.00		0.50	0.13	0.13	0.12	0.12
3 Finance Director	1.00		0.70		0.10	0.10	0.10
4 Deputy Finance Director	1.00		0.72		0.09	0.10	0.09
5 Senior Accountant	1.00		0.60	0.04	0.12	0.12	0.12
6 Accounting Clerk/Utility Billing Specialist	1.00		0.15		0.50	0.20	0.15
7 Administrative Assistant II	1.00		0.43	0.03	0.25	0.23	0.06
8 Information Service Manager	1.00		0.68	0.02	0.11	0.11	0.08
9 Total Administration	8.00		4.48	0.22	1.40	1.08	0.82
10 Community Dev/Nat Resources Director	1.00		1.00				
11 Building Official	1.00		1.00				
12 Code Compliance Officer/Building Inspector	2.00		2.00				
13 Sr. Planner	1.00		1.00				
14 Permit Technician	2.00		2.00				
15 Assistant Planner/Permit Technician	1.00		1.00				
16 Total Community Development	8.00		8.00				
17 Facilities Equipment Coordinator	1.00		0.80	0.05	0.05	0.05	0.05
18 Total Facilities	1.00		0.80	0.05	0.05	0.05	0.05
19 Police Chief	1.00		1.00				
20 Police Commander	1.00		1.00				
21 Sergeant	2.00		2.00				
22 Police Officers	7.00		7.00				
23 Police Records Coordinator	1.00		1.00				
24 Police Clerk	1.00		1.00				
25 Total Police Department	13.00		13.00				
26 MDRT & Economic Dev Director	1.00	1.00					
27 Construction Inspector Supervisor	1.00	1.00					
28 Construction Inspector	1.00	1.00					
29 Senior Accountant	0.75	0.75					
30 Total MDRT Review Team	3.75	3.75					
31 Court Administrator	1.00		1.00				
32 Judicial Specialist II	1.00		1.00				
33 Judicial Specialist I	0.50		0.50				
34 Total Court	2.50		2.50				
35 Public Works Director	1.00		0.05	0.25	0.28	0.20	0.22
36 Capital Project/Program Manager	1.00			0.25	0.25	0.25	0.25
37 Public Works Administrative Asstant III	1.00		0.04	0.21	0.28	0.22	0.25
38 Utilities Superintendent	1.00		0.04	0.22	0.28	0.22	0.24
39 Utilities Operator	2.00		0.20	0.40	0.50	0.40	0.50
40 Utility Worker	2.00		0.20	0.40	0.50	0.40	0.50
41 Part Time (hourly)	0.15		0.15				
42 Utility Worker Seasonal (hourly)	0.66		0.30	0.13	0.13		0.10
43 Total Public Works	8.81		0.98	1.86	2.22	1.69	2.06
44 Total Budget Positions (FTE's)	45.06	3.75	29.76	2.13	3.67	2.82	2.93

Budgeted 2021 Positions	2021 Salary Schedule BOLD = Filled Positions	Step 1	Step 2	Step 3	Step 4	5 & On
	City Administrator	9,345	9,649	10,112	10,478	10,848
	Assistant City Administrator	8,033	8,435	8,837	9,238	9,640
	City Attorney	8,161	8,569	8,997	9,447	9,919
✓	Court Administrator	5,891	6,159	6,427	6,694	6,962
✓	Judicial Specialist II	3,858	4,181	4,502	4,824	5,145
✓	Judicial Specialist I (hourly)	20.23	21.93	23.61	25.30	26.98
	Human Resources Director	7,498	7,899	8,301	8,703	9,104
✓	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
✓	Senior Accountant	4,773	5,107	5,440	5,774	6,107
✓	Accounting Clerk/Utility Billing Specialist	4,181	4,391	4,610	4,840	5,082
✓	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
	Accounts Payable Clerk (hourly)	17.91	19.34	20.89	22.56	24.93
	Accountant 1 Journey (hourly)	16.61	17.43	18.30	19.22	20.18
✓	Information Services Manager	7,314	7,737	8,159	8,580	9,003
✓	Police Chief	10,702	11,067	11,509	11,800	12,224
✓	Police Commander	9,612	9,947	10,240	10,533	10,871
✓	Police Sergeant	8,669	9,156	-	-	-
✓	Police Officer	5,266	5,902	6,539	7,176	7,779
✓	Police Records Coordinator	4,499	4,814	5,128	5,443	5,757
✓	Police Clerk	3,054	3,350	3,645	3,851	4,234
	Police Clerk (hourly)	17.62	19.33	21.03	22.22	24.43
✓	MDRT & Economic Director	7,498	7,899	8,301	8,703	9,104
✓	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
✓	MDRT Senior Accountant (hourly)	27.36	28.73	30.16	31.68	33.26
	MDRT Planner (hourly)	25.95	27.77	29.59	31.40	33.22
✓	Community Dev/Nat Resources Director	7,498	7,899	8,301	8,703	9,104
✓	Building Official	6,962	7,364	7,766	8,167	8,569
✓	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
	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
✓	Assistant Planner / Permit Technician	4,499	4,814	5,128	5,443	5,757
	Parks Department Director	7,498	7,899	8,301	8,703	9,104
✓	Facilities Equipment Coordinator	4,727	5,058	5,388	5,719	6,048
✓	Public Works Director	7,498	7,899	8,301	8,703	9,104
✓	Utilities Superintendent	6,962	7,364	7,766	8,167	8,569
✓	Capital Projects Program Manager	5,626	5,907	6,202	6,512	6,837
✓	Public Works Administrative Asst. III	4,465	4,689	4,923	5,169	5,429
✓	Public Utilities Operator	5,145	5,233	5,337	5,438	5,541
✓	Utility Worker-Facility/Eq/Utility Worker	3,576	3,922	4,267	4,614	4,982
	Utility Worker Seasonal (hourly)	15.00	-	-	-	-



CITY OF BLACK DIAMOND

2020 Calendar for 2021 Budget Meetings

As Passed by Resolution 20-XXXX

	Process	Work Study	City Council	State Law Limitations
1	Budget CALL: 2021 Budget requests and instructions go out to all departments			By Sept 7
2	2021 Estimates to be filed with Finance/ City Clerk			By Sept 28
3	<u>Special Meeting</u> Workstudy 6pm - CAO provides Council with current info on Revenue from all sources as adopted in 2020 Budget, provides the Clerk's proposed Prelim 2021 Budget for General Fund and 2021 Budget totals for all funds including debt service & possible Revenue for Property Taxes.	Sept 24		October 5
4	City Clerk Submits to CAO the proposed prelim 2021 budget setting forth the complete financial program			October 1
5	Workstudy- Special Meeting – 5:30 – General Fund Budget REV and EXP for Public Safety, Community Development, Parks etc. & possible Property Taxes increases.	Oct 22		Oct 15 – Nov 14
6	<u>Workstudy- Special Meeting</u> – 5:30 – Public Works 2021 Budgets for REV and EXP for Street, Water, Sewer, Stormwater, REET I&II and Gen Govt, Utilities, Capital Projects and Debt Service.	Oct 29		Oct 15 – Nov 14
7	Mayor prepares 2021 Preliminary Budget and message and files with Council and Clerk		Nov 2	Nov 2
8	City Clerk publishes notice of Public Hearing on 2021 Budget and filing of Preliminary Budget – once a week for two consecutive weeks			Nov 1 - Nov 18
9				
10	Workstudy 6:00- G/F 2021 Revenue Review and Possible Property Tax Increase & Ordinances	Nov 5		Nov 1 – Nov 25
11	1st Public Hearing on 2021 Revenue Sources including possible increases in Property Taxes, & two 2021 Property Tax Ordinances.		Nov 5	Nov 1 – Nov 25
12	Council adopts two 2021 Property Tax Ordinances & send to King County by Nov 30, 2020		Nov 19	Nov 30
13	Preliminary 2021 Budget Document made available to Public.		Nov 19	Nov 20
14	City Council Holds 2 nd Public Hearing on 2021 Prelim Budget		Nov 19	Nov 1 – Nov 25
15	Special Meeting on Monday 5:30 -Council holds Final Budget Hearing on 2021 Budget		Nov 30	Dec 7
16	<u>Special Meeting</u> – City Council adopts Final 2021 Budget		Nov 30	Dec 31
7	Special Meeting- Council amends 2020 Budget		Nov 30	Dec 31