



CITY OF BLACK DIAMOND
December 12, 2013 Special Meeting Agenda - Revised
25510 Lawson St., Black Diamond, Washington

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

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

PUBLIC HEARINGS: None

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:

- 1.) **AB13-101** – Confirming Appointment to the Civil Service Commission Mayor Olness

UNFINISHED BUSINESS: None

NEW BUSINESS:

- 2.) **AB13-102** – Ordinance Amending BDMC 1.20.010 Official Newspaper Designation Mayor Olness
- 3.) **AB13-103** – Ordinance Adopting 2014 Budget Ms. Miller
- 4.) **AB13-104** – Resolution Adopting 2014 Stormwater Management Program Plan Mr. Williamson
- 5.) **AB13-105** – Resolution Declaring Certain City Equipment Surplus Mr. Williamson
- 6.) **AB13-106** – Resolution Authorizing Rock Creek Bridge Project with TIB Mr. Williamson
- 7.) **AB13-107** – Resolution Authorizing Lawson Street Sidewalk Phase 1 with TIB Mr. Williamson
- 8.) **AB13-108** – Resolution Authorizing MOU-7 with the Police Officers Association Mr. Hoppen

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

- 9.) **Claim Checks** – December 12, 2013 No. 40315 through No. 40341 (void 40314) in the amount of \$59,130.32
- 10.) **Minutes** – Council Meeting of November 21, 2013, Workstudy Notes of November 21, 2013 and Special Meeting of December 2, 2013.

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: December 12, 2013	AB13-101
Confirming the Mayor's Appointment of Dorothy Botts to the Civil Service Commission	Department/Committee/Individual	
	Mayor Rebecca Olness	X
	City Administrator – Mark Hoppen	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Natural Resources/Parks – Aaron Nix	
	PW/Ec. Dev. – Andy Williamson	
	Police – Jamey Kiblinger	
	Court – Stephanie Metcalf	
Comm. Dev. – Stacey Welsh		
Cost Impact:		
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: Announcement; Application		
<p>SUMMARY STATEMENT:</p> <p>In November of this year staff advertised for a vacancy on the Civil Service Commission due to a recent resignation. A recruitment notice was posted on the City's website and in various places around town. One application was received for this vacancy from Dorothy Botts.</p> <p>An interview was conducted for the applicant by a selection panel consisting of the Mayor and Luzville Goebel, Civil Service Secretary.</p> <p>The Mayor is seeking Council confirmation of her appointment of Dorothy Botts to the City of Black Diamond's Civil Service Commission. Her term will begin on January 1, 2014 and expire December 31, 2019.</p>		
COMMITTEE REVIEW AND RECOMMENDATION:		
<p>RECOMMENDED ACTION: MOTION to confirm the Mayor's appointment of Dorothy Botts to the City's Civil Service Commission. Her term will commence on January 1, 2014 and expire December 31, 2019.</p>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 12, 2013		



CIVIL SERVICE COMMISSION VACANCY

The City of Black Diamond is seeking applicants to fill a vacancy on the Civil Service Commission due to a recent resignation. The term for this position will commence on January 1, 2014, and will expire December 31, 2019.

The Civil Service Commission consists of three (3) members. The Commission oversees the testing process for all fully commissioned officers of the city's police department and is also responsible for hearing any appealed disciplinary actions that are appealed to the Civil Service Commission. The Commission typically meets once per month on the first Thursday of each month at 11:00 a.m., but may meet more frequently if needed.

Any resident who has resided in Black Diamond for three years and is interested in serving the community on this important Commission is encouraged to submit an application to the City of Black Diamond, Attn: City Clerk, 24301 Roberts Drive, PO Box 599, Black Diamond, WA 98010. To be considered for this position applications need to be received by 4:00 p.m. on November 22, 2013. Interviews for this position will take place sometime the week of December 2 - 6, 2013. If you would like to know more about the Civil Service Commission please contact Luzville Goebel at 360.886.5700.

Application forms are available at City Hall, 24301 Roberts Drive or may be found on the City's web site <http://www.ci.blackdiamond.wa.us> under "Public Notices" on the homepage

Posted: November 8, 2013



CITY OF BLACK DIAMOND

Commission Application

Mailing Address: PO Box 599

Physical Address: 24301 Roberts Drive
Black Diamond, WA 98010

Phone: 360.886.5700 - Fax: 360.886.2592

Name: Dorothy Botts

Address: 25520 Lawson St. PO Box 261

Home Phone: 886-2692 ^{Cell} Business Phone: _____

Email address: dm.botts@comcast.net

How long at Residence: 60 Best time to contact: day time

Commission desired: 1.) Civil Service
2.) _____

Reason you are interested in serving: To participate in our town and its functions

Previous community activities: Community Center Director
School Board (choir 8 yrs, Porcelain)

Applicable education, occupational, and specialized experience: High School, special training in Porcelain + Ceramics

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community.

1.) Can you foresee possible conflicts of interest with any of your current employment or civic positions:

None

2.) When making these recommendations do you feel you could be impartial and base your decision on the overall need and benefit of the Community: yes

Are there any days or evenings you are unavailable to meet? Wed evenings

Signature: Dorothy Botts Date: Dec 5th 2013

Please return completed form and any additional information to:
City of Black Diamond – Attn: City Clerk, 24301 Roberts Drive., PO Box 599, Black Diamond, WA 98010
For more information please call (360) 886-5700

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DEC 05 2013

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CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Ordinance No. 13-1017, amending Black Diamond Municipal Code Section 1.20.010 regarding designation of official City newspaper	Agenda Date: December 12, 2013	
	AB13-102	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator – Mark Hoppen	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	X
	Finance – May Miller	
	Natural Resources/Parks – Aaron Nix	
	PW/Ec. Dev. – Andy Williamson	
Cost Impact:	Police – Jamey Kiblinger	
Fund Source:	Court – Stephanie Metcalf	
Timeline:	Comm. Dev. – Stacey Welsh	
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator		
Attachments: Ordinance No. 13-1017; Resolution No. 13-907		
SUMMARY STATEMENT: On December 5, 2013 Council adopted Resolution No. 13-907, accepting the Voice of the Valley publication bid and designated it the official city newspaper. Adoption of the proposed Ordinance would amend Section 1.20.010 of the Black Diamond Municipal Code and changing the official newspaper from the Covington/Maple Valley Reporter to the Voice of the Valley.		
COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 13-1017, amending Black Diamond Municipal Code Section 1.20.010 regarding designation of official city newspaper.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 12, 2013		

ORDINANCE NO. 13-1017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AMENDING BLACK DIAMOND MUNICIPAL CODE SECTION 1.20.010 REGARDING DESIGNATION OF OFFICIAL CITY NEWSPAPER

WHEREAS, the City Council designates the Voice of the Valley as the official City newspaper for publication purposes for the City of Black Diamond; now therefore

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

Section 1. Black Diamond Municipal Code Section 1.20.010 is hereby amended to read as follows:

Section 1.20.010. Designated. The ~~Covington/Maple Valley Reporter~~ Voice of the Valley shall be the official city newspaper.

Section 2. This Ordinance shall be in full force and effect five days after its passage, approval, posting and publication in summary form as provided by law.

Introduced this 12th day of December, 2013.

Passed by a majority of the City Council at a special meeting held on the 12th day of December, 2013.

Mayor Rebecca Olness

Attest:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

Chris Bacha, City Attorney

Published: _____

Posted: _____

Effective Date: _____

RESOLUTION NO. 13-907

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
ACCEPTING THE VOICE OF THE VALLEY BID AND
DESIGNATING IT AS THE OFFICIAL CITY NEWSPAPER**

WHEREAS, a request for bids was published October 18, 2013, and the City received three bids; Voice of the Valley, Covington/Maple Valley Reporter (Sound Publishing); and the Seattle Times; and

WHEREAS, it is the City's desire to accept the bid and designate the Voice of the Valley as the City's official newspaper;

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

Section 1. The Voice of the Valley publication bid is accepted.

Section 2. The Voice of the Valley is designated as the City's official newspaper for the purpose of required legal publications.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF
DECEMBER, 2013.**

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Ordinance No. 13-1018 adopting the 2014 Budget.	Agenda Date: December 12, 2013	
	AB13-103	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator – Mark Hoppen	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	X
	Natural Resources/Parks – Aaron Nix	
	PW/Ec. Dev. – Andy Williamson	
Cost Impact: \$12,285,416	Police – Jamey Kiblinger	
Fund Source: All Funds	Court – Stephanie Metcalf	
Timeline: 2014	Comm. Dev. – Stacey Welsh	
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator		
Attachments: Ordinance No. 13-1018 and Exhibit A-2014 Salary Schedule		
SUMMARY STATEMENT: Per State RCW 35A.21.0793 guidelines, the City of Black Diamond held public hearings on the 2014 Budget on November 21, 2013 and December 2, 2013. Council workstudies were held on August 15, 2013, October 10, 2013, October 30, 2013, November 7, 2013 and December 5, 2013. The 2014 Budget includes the Mayor’s Preliminary budget and the financial changes reviewed by council at their December 5, 2013 workstudy meeting. The 2014 Budget is in balance for all funds The Ordinance adopting the 2014 Budget and Exhibit A- 2014 Salary Schedule are attached		
COMMITTEE REVIEW AND RECOMMENDATION: The Finance Committee on November 26, 2013 reviewed the 2014 Preliminary budget and the December 5, 2013 workstudy financial information, They recommended forwarding the financial information to the Council for their December 5, 2013 workstudy meeting		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 13-1018, adopting the 2014 Budget.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 12, 2013		

ORDINANCE NO. 13-1018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, ADOPTING THE BUDGET FOR CALENDAR YEAR 2014

WHEREAS, the Preliminary Budget was submitted to the City Council by the Mayor on October 10, 2013; and

WHEREAS, the City Council held public hearings on November 21, 2013, and December 2, 2013 and work studies on August 15, 2013, October 10, 2013; October 30, 2013; November 7, 2013; December 5, 2013; and

WHEREAS, a copy of the Budget was on file with the City Clerk for examination by the public during the time it was being considered by the City Council; now, therefore,

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

Section 1. The annual budget of the City of Black Diamond for the 2014 calendar year, a copy of which is on file with the City Clerk, is hereby adopted by reference as the annual budget for the City of Black Diamond for calendar year 2014.

Section 2. The total estimated revenue from all sources and expenditures by fund as set forth in the 2014 budget document adopted by reference, are as follows:

Fund Name	Estimated Revenues	Estimated Expenditures
General Fund	5,817,350	5,817,350
Street Fund	346,242	346,242
Fire Impact Fund	20,000	20,000
Capital Fund-General Government	645,738	645,738
Capital Fund-Street Projects	800,498	800,498
Water Fund	935,690	935,690
Water Capital Facility Fund	105,180	105,180
Water Capital Fund	856,427	856,427
Wastewater Fund	933,739	933,739
Wastewater Capital Fund	869,767	869,767
Stormwater Fund	451,161	451,161
Stormwater Capital Fund	193,000	193,000
Equipment Reserve Funds	310,624	310,624
	12,285,416	12,285,416

City of Black Diamond 2014 Budget Ordinance 13-1018 Exhibit "A"

2014 Salary Schedule	Step 1	Step 2	Step 3	Step 4	5 & On
City Administrator	9,345	9,649	10,112	10,478	10,848
Assistant City Administrator	8,033	8,435	8,837	9,238	9,640
Court Administrator	5,891	6,159	6,427	6,694	6,962
Interim Court Administrator	5,305	-	-	-	-
Court Clerk (50% hourly)	18.54	20.09	21.63	23.18	24.72
Exec Dir Econ Dev & Eng Svcs	7,498	7,899	8,301	8,703	9,104
Natural Resources/Parks Director	7,498	7,899	8,301	8,703	9,104
City Attorney	8,161	8,569	8,997	9,447	9,919
City Clerk/HR Manager	7,498	7,899	8,301	8,703	9,104
Deputy City Clerk	4,499	4,814	5,128	5,443	5,757
Finance Director	7,498	7,899	8,301	8,703	9,104
Deputy Finance Director	6,631	7,013	7,396	7,778	8,161
Utility Clerk	3,213	3,481	3,749	4,017	4,284
Senior Accountant 75% (hourly)	25.79	27.08	28.43	29.86	31.35
Accountant 1 Journey (hourly)	17	17	18	19	20
Administrative Assistant 2	3,213	3,481	3,749	4,017	4,284
Administrative Assistant 1	2,356	2,544	2,731	2,919	3,106
Information Services Manager	6,962	7,364	7,766	8,167	8,569
Police Chief	10,236	10,585	11,008	11,287	11,692
Police Commander	8,259	8,533	8,810	9,084	9,402
Police Sergeant	8,292	8,757	-	-	-
Police Officer	5,037	5,645	6,255	6,863	7,440
Police Records Coordinator	4,499	4,814	5,128	5,443	5,757
Police Clerk 62.5% (hourly)	15.05	16.51	17.96	18.98	20.87
Facilities Equipment Coordinator	4,499	4,814	5,128	5,443	5,757
Human Resources Director	7,498	7,899	8,301	8,703	9,104
Exec Dir Community Development	7,498	7,899	8,301	8,703	9,104
Permit Center Supervisor	5,891	6,159	6,427	6,694	6,962
Permit Technician	4,499	4,814	5,128	5,443	5,757
Compliance Officer	4,499	4,814	5,128	5,443	5,757
Senior Planner	5,355	5,622	5,903	6,198	6,508
Planner	4,499	4,814	5,128	5,443	5,757
Associate Planner	4,482	4,707	4,942	5,189	5,448
Assistant Planner	4,181	4,391	4,610	4,840	5,082
Building Official	6,962	7,364	7,766	8,167	8,569
Parks Department Director	7,498	7,899	8,301	8,703	9,104
Public Works Director	7,498	7,899	8,301	8,703	9,104
Utilities Superintendent	6,962	7,364	7,766	8,167	8,569
Public Utilities Operator	4,713	4,794	4,889	4,982	5,076
Public Works Administrative Asst 3	4,250	4,463	4,686	4,920	5,167
Utility Worker-Facility/Eq/Utility Worker	3,323	3,644	3,965	4,287	4,629
Utility Worker Seasonal (hourly)	13.24	-	-	-	-

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 13-908, adoption of the 2014 Stormwater Management Program (SWMP) Plan	Agenda Date: December 12, 2013	
	AB13-104	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator – Mark Hoppen	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Natural Resources/Parks – Aaron Nix	
Cost Impact: \$0	Economic Devel. – Andy Williamson	X
Fund Source: --	Police – Jamey Kiblinger	
Timeline: Jan. 1, 2014 – Dec. 31, 2014	Court – Stephanie Metcalf	
	Comm. Dev. – Stacey Welsh	
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator		
Attachments: Resolution No. 13-908; 2014 SWMP		
SUMMARY STATEMENT: The City is required by the Department of Ecology (DOE) to update its SWMP. This SWMP shows how the City is currently meeting DOE’s requirements in the National Pollutant Discharge Elimination System (NPDES) Permit as well as shows future requirements of the NPDES Permit. The SWMP will be updated annually.		
COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: Motion to adopt Resolution No. 13-908, adopting the Stormwater Management Program (SWMP) Plan 2014 update.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 12, 2013		

RESOLUTION NO. 13-908

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
ADOPTING THE STORMWATER MANAGEMENT
PROGRAM (SWMP) PLAN 2014 UPDATE**

WHEREAS, City staff prepared the Stormwater Management Program (SWMP) Plan update for 2014; and

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

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

WHEREAS, the City Council held a public hearing on November 21, 2013 and reopened the public hearing on December 5, 2013 to take public comment on the SWMP Plan;

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

Section 1. The City Council hereby adopts the Stormwater Management Program Plan 2014 update.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 12TH DAY OF DECEMBER, 2013.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND

**STORMWATER MANAGEMENT PROGRAM
PLAN (SWMP)**

2014 UPDATE



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

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LIST OF ACRONYMS AND ABBREVIATIONS

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

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

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

SECTION 1 – INTRODUCTION

1.1 INTRODUCTION

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

The purpose of the SWMP is to detail actions that the City of Black Diamond has taken and will take to maintain compliance with conditions in the permit. This SWMP will be an attachment to the *Annual Report Form for Cities, Towns, and Counties* which is required to be submitted to the Department of Ecology (DOE) by March 31st each year. However, due to the new Permit taking effect in 2013 and new guidelines being implemented, DOE will require an annual report for the 2013 year.

The City's SWMP is intended to reduce the discharge of pollutants from the City's Municipal Separate Storm Sewer System (MS4) to the maximum extent practicable, meet Washington State's All Known and Reasonable Treatment (AKART) requirements,

and protect water quality. This goal is accomplished by the inclusion of all Permit SWMP components, minimum measures, and implementation schedules into the City's SWMP.

In compliance with Permit requirements, where the City is already implementing actions or activities called for in this document, the City will continue those actions or activities regardless of the schedule called for in this document.

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

- Monitoring the MS4 and reporting to DOE.
- Educating the public with a focus on homeowner activities.
- Involving the public in stormwater management programming.
- Building an Illicit Discharge Detection and Elimination Program.
- Establishing a permitting, inspection program to enforce the DOE 2005 Stormwater Maintenance Manual for Western Washington (SWMMWW).
- Reviewing all municipal operations and facilities and implementing new operation and maintenance practices to prevent and reduce stormwater pollutant runoff from municipal operations.

SECTION 2 –MONITORING, REPORTING AND ASSESSMENT

2.1 PERMIT REQUIREMENTS AND DATES

Section S5.A, S8, and S9 of the Western Washington Phase II Municipal Stormwater Permit requires the City to develop, monitor, and report the City's Stormwater Management Program (SWMP). The SWMP shall be designed to reduce the discharge of pollutants from the City's Municipal Separate Storm Sewer System (MS4) to the maximum extent practicable and to protect water quality. The monitoring, reporting and assessment requirement helps keep the City on track with Best Management Practices (BMPs) to reduce the discharge of pollutants to stormwater. Specific dates are outlined below:

- Notify DOE in writing City's decision whether or not to participate in the Regional Stormwater Management Program (RSMP) status and trends monitoring, at an annual cost of \$1,023, by December 1, 2013. Participation in this monitoring meets City requirements for status and trends monitoring. Annual payments will begin August 15, 2014.
- Notify DOE in writing the City's decision whether or not to participate in the RSMP effectiveness studies, at an annual cost of \$1,705, by December 1, 2013. Participation in this study meets City requirements for effectiveness studies. Annual payments will begin August 15, 2014.
- The City shall pay into a collective fund to implement the RSMP Source Identification Information Repository (SIDIR), at an annual cost of \$158, beginning August 15, 2014.

2.2 CURRENT ACTIVITIES

The current city activities associated with Monitoring and reporting include:

- Submit the *Annual Report Form for Cities, Towns, and Counties* which is intended to summarize the City's compliance with the conditions of the Permit. The annual report shall be submitted by March 31 of each calendar year covering the previous calendar year, excluding the 2013 calendar year.
- Prepare written documentation of the SWMP and update at least annually for submittal with the City's annual reports to DOE, excluding the 2013 calendar year.
- Include with the annual report, notification of any annexations, incorporations, or jurisdictional boundary changes resulting in an increase or decrease in the City's geographic area of permit coverage during the reporting period and the implications for the Stormwater Management Program (SWMP).
- Track the number of inspections, official enforcement actions and types of public education activities for inclusion in the City's annual reports to DOE.

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

2.3 PLANNED ACTIVITIES

The City will continue with the current monitoring and reporting activities in 2014.

SECTION 3 –PUBLIC EDUCATION AND OUTREACH

3.1 PERMIT REQUIREMENTS AND DATES

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

3.2 CURRENT ACTIVITIES

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

- Educating the public about the need of the stormwater utility and the collaborative effort needed from everyone in the City to improve stormwater quality within the City.
- Training for City employees regarding illicit discharges.
- Meeting with businesses and the general public about the hazards associated with illicit discharges and improper disposal of waste.
- Distribute illicit discharge information to target audiences through individual meetings.
- Continue to track and maintain records of public education and outreach activities.
- Gather feedback from the public through our stormwater knowledge survey to evaluate the public's understanding of target behaviors.

3.3 PLANNED ACTIVITIES

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

- Receive feedback from the public on illicit discharge education efforts and evaluate understanding of target behaviors.
- Summarize the public education activities in the annual report.
- Educate the general public (including school age children) and businesses (including home-based and mobile businesses) on:
 - General impacts of stormwater on surface waters.

- Impacts from impervious surfaces.
- Impacts of illicit discharges and how to report them.
- Low Impact Development (LID) principles and LID Best Management Practices (BMPs).
- Opportunities to become involved in stewardship activities.
- The City may use direct mailings (one per year), and/or articles in the City newsletter (two per year)
- Encourage behavior change from the general public (including school age children) and businesses (including home-based and mobile businesses) by utilizing education efforts as outlined above:
 - Use of storage of automotive chemicals, hazardous cleaning supplies, carwash soaps and other hazardous materials.
 - Equipment maintenance.
 - Prevention of illicit discharges.
 - Yard care techniques protective of water quality.
 - Use and storage of pesticides and fertilizers and other household chemicals.
 - Carpet cleaning and auto repair and maintenance.
 - Vehicle, equipment and home/building maintenance.
 - Pet waste management and disposal.
 - LID principles and LID BMPs.
 - Stormwater facility maintenance.
 - Dumpster and trash compactor maintenance.

SECTION 4 – PUBLIC INVOLVEMENT AND PARTICIPATION

4.1 PERMIT REQUIREMENTS AND DATES

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

4.2 CURRENT ACTIVITIES

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

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

4.3 PLANNED ACTIVITIES

The City will continue with the public involvement and participation activities each year for the SWMP and annual report.

SECTION 5 – ILLICIT DISCHARGE DETECTION AND ELIMINATION

5.1 PERMIT REQUIREMENTS AND DATES

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

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

- A compliance strategy that includes informal compliance actions such as public education and technical assistance as well as the enforcement provisions of the ordinance or other regulatory mechanism. To implement an effective compliance strategy, the ordinance or other regulatory mechanism may need to include the application of operational and/or structural source control Best Management Practices (BMPs) for pollutant generating sources associated with existing land uses and activities where necessary to prevent illicit discharges and the maintenance of stormwater facilities which discharge into the MS4 in accordance with maintenance standards outlined in the NPDES Permit where necessary to prevent illicit discharges.
- Implement an ongoing program designed to detect and identify non-stormwater discharges and illicit connections into the City's MS4. The program shall include:
 - Procedures for conducting investigations, including field screening and methods for identifying potential sources implementing a field screening methodology appropriate to the characteristics of the MS4 and water quality concerns. Screening for illicit connections may be conducted using: *Illicit Discharge Detection and Elimination: A Guidance Manual for Program Development and Technical Assessments*, Center for Watershed Protection, October 2004, or another methodology of comparable or improved effectiveness. The City shall document the field screening methodology in the relevant annual report. Field screening for at least 40% of the MS4 shall be complete no later than December 31, 2017 and average 12% each year thereafter.
 - A publicly listed and publicized hotline or telephone number for public reporting of spills and other illicit discharges (360-886-5700 during business hours; 253-333-5555 after hours).
 - An ongoing training program on the identification of an illicit discharge and/or connection, and on the proper procedures for reporting and responding to the illicit discharge and/or connection, for all municipal field staff, who, as part of their normal job responsibilities, might come into contact with or otherwise observe an illicit discharge and/or illicit connection to the Municipal Separate Storm Sewer System (MS4). Follow-up training shall be provided as needed. City shall document and maintain records of the trainings provided and the staff trained.
 - Informing public employees, businesses, and the general public of hazards associated with illicit discharges and improper disposal of waste.
- Implement an ongoing program designed to address illicit discharges, including spills and illicit connections, into the MS4. The program shall include:
 - Procedures for characterizing the nature of, and potential public or environmental threat posed by, any illicit discharges found or reported to the City. Procedures shall address the evaluation of whether the discharge must be immediately contained and steps to be taken for the containment of the discharge.

- Procedures for tracing the source of an illicit discharge; including visual inspections, and when necessary, opening manholes, using mobile cameras, collecting and analyzing water samples, and/or other detailed inspection procedures.
- Procedures for eliminating the discharge; including notification of appropriate authorities; notification of the property owner; technical assistance; follow-up inspections; and implementation and use of the compliance strategy mentioned above, including escalating enforcement and legal actions if the discharge is not eliminated.
- The City must meet the following timelines:
 - Immediately respond to all illicit discharges, including spills, which are determined to constitute a threat to human health, welfare, or the environment by taking appropriate action to correct or minimize the threat to human health, welfare, and/or the environment; notifying DOE (425-649-7000 or 360-407-6300) and other appropriate spill response authorities within 24 hours of learning about the illicit discharge or spill; and immediately report spills or discharges of oils or hazardous substances to DOE and the Washington Emergency Management Division (1-800-258-5990).
 - Investigate (or refer to the appropriate agency with the authority to act) within 7 days any complaints, reports, or monitoring information that indicates a potential illicit discharge.
 - Initiate an investigation within 21 days of any report or discovery of a suspected illicit connection to determine the source of the connection, the nature and volume of discharge through the connection, and the party responsible for the connection.
 - Upon confirmation of an illicit connection, use the compliance strategy in a documented effort to eliminate the illicit connection within 6 months. All known illicit connections to the MS4 shall be eliminated.

5.2 CURRENT ACTIVITIES

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

- Through Ordinance 09-917, city staff has the ability to intervene and stop illicit discharges, to get involved to educate those that pollute unknowingly and follow up with additional enforcement actions if compliance is not afforded.
- City staff responsible for identification, investigation, termination, cleanup, and reporting of illicit discharges, including spills and illicit connections, shall be trained to conduct these activities. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements or staffing. The training provided and staff trained shall be documented. Four Public Works staff members received Illicit Discharge Detection and Elimination (IDDE) training on May 9, 2013.

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

5.3 PLANNED ACTIVITIES

The City will look at Ordinance 09-917 to make sure it captures new Permit requirements in regards to illicit discharges, specifically addressing escalating enforcement procedures and actions, and implementing a compliance strategy.

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

6.1 PERMIT REQUIREMENTS AND DATES

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

- The City will continue with a program to reduce pollutants in stormwater runoff from new development, redevelopment and construction site activities. This program shall be applied to all sites as determined by Section 3 of Appendix 1 of the Permit. The program shall apply to private and public development, including new roads.
- The City of Black Diamond has adopted the DOE 2005 Stormwater Maintenance Manual for Western Washington (SWMMWW) to address runoff from new development, redevelopment, and construction site projects in conformance with Permit requirements. In order to comply with new requirements regarding site planning requirements; Best Management Practice (BMP) selection criteria; BMP design criteria; BMP infeasibility criteria; Low Impact Development (LID) competing needs criteria; and BMP limitations, the City should adopt the DOE 2012 SWMMWW. Adoption and implementation of the DOE 2012 SWMMWW will meet the requirements of the Permit. The mechanism to meet these requirements shall be in place by December 31, 2016.
- The City shall have the legal authority in place by December 31, 2016, through the approval process for new development and redevelopment, to inspect and enforce maintenance standards for private stormwater facilities that discharge to the City's Municipal Separate Storm Sewer System (MS4).
- Before December 31, 2016, the City shall review, revise and make effective local development-related codes, rules, standards, or other enforceable documents to incorporate and require LID principles and LID BMPs as DOE has determined LID as the preferred and commonly-used approach to site development. The revisions are designed to minimize impervious surfaces, native vegetation loss, and stormwater runoff in all types of development situations.
- Include with the annual report due March 31, 2017, a summary of a review and revision process in regards to requiring Low Impact Development (LID) principles and LID Best Management Practices (BMPs), considering the range of issues outlined in the document, *Integrating LID into Local Codes: A Guidebook for Local Governments* published by the Puget Sound Partnership in 2012. The summary shall be organized as follows:

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

6.2 CURRENT ACTIVITIES

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

- The City review and inspection staff will review the DOE 2012 Stormwater Maintenance Manual for Western Washington (SWMMWW).
- The City conducts construction and stormwater site inspections during the pre-construction and construction phases.
- The City has implemented a permitting process with plan review, inspection and enforcement capability for both private and public projects for compliance with the 2005 SWMMWW and the MPD agreements. This program applies to all sites as determined by Section 3 of Appendix 1 of the Permit.
- The City reviews stormwater site plans for proposed development activities.
- The City inspects, prior to clearing and construction, all known development sites that have a high potential for sediment transport.
- The City inspects all known permitted development sites during construction to verify proper installation and maintenance of required erosion and sediment controls. The City will enforce as necessary based on the inspection.
- The City inspects all permitted development sites upon completion of construction and prior to final approval or occupancy to ensure proper installation of permanent stormwater controls such as stormwater facilities and structural Best Management Practices (BMPs). Also, the City will verify a maintenance plan is completed and responsibility for maintenance is assigned. Enforcements will be made, as necessary, based on the inspection.
- The City must perform at least 80% of scheduled inspections in order to achieve Permit compliance. Staff schedules all inspections through the City's PermitTrax software and records of inspections are maintained by inspectors. Routine inspections not set in PermitTrax will be tracked separately by Public Works maintenance staff.

- The City implements an enforcement strategy to respond to issues of non-compliance.
- The City implements a long-term operations and maintenance (O&M) program for private post-construction stormwater facilities and BMPs.
- Annual inspections (reduced if the City provides records and/or statements to DOE justifying a reduced schedule for specific facilities) of all stormwater treatment BMPs/facilities that were permitted by the City, including those permitted since 2007.
- Inspections of all permanent stormwater treatment and flow control BMPs/facilities and catch basins in new residential developments every six months until 90% of the lots are constructed (or when construction is stopped and the site fully stabilized) to identify maintenance needs and enforce compliance with maintenance standards as needed.
- Enforceable mechanism in place that clearly identifies the party responsible for maintenance, requires inspection of facilities, and establishes enforcement procedures.
- The City has established maintenance standards that are as protective as those specified in the 2005 Stormwater Maintenance Manual for Western Washington (SWMMWW).
 - Before December 31, 2016, the City will need to establish maintenance standards that are as protective as those specified in the 2012 Stormwater Maintenance Manual for Western Washington (SWMMWW). The purpose of the maintenance standard is to determine if maintenance is required. The maintenance standard is not a measure of the facility's required condition at all times between inspections. Exceeding the maintenance standard between the period of inspections is not a permit violation.
- The City ensures that all staff responsible for implementing the program to control stormwater runoff from new development, redevelopment, and construction sites, including permitting, plan review, construction site inspections, and enforcement, are trained to conduct these activities. The City has a Certified Erosion and Sediment Control Lead (CESCL) on staff.
- Copies of the DOE's "Notice of Intent for Construction Activity" and "Notice of Intent for Industrial Activity" are available to representatives of proposed new development and redevelopment.
- Activities for the "Controlling Runoff from New Development, Redevelopment and Construction Sites" component of the annual report will be summarized annually, beginning in the annual report due March 31, 2015.
- In addition to the above requirements and with the Total Maximum Daily Load (TMDL) for phosphorus on Lake Sawyer, City staff (and/or citizen volunteers) takes water quality samples at Lake Sawyer.
- The City has used the DOE 2005 SWMMWW and the Lake Sawyer TMDL in the Development Agreement for the major MPD's in Black Diamond.

6.3 PLANNED ACTIVITIES

The City has a program to help reduce stormwater runoff from new development and construction sites but has a goal to train in the implementation of the DOE 2012 Stormwater Maintenance Manual for Western Washington (SWMMWW) in order to maintain compliance as Permit requirements have been modified. Actions that are recommended include:

- Review red-line changes to Permit requirements regarding the control of runoff from development, redevelopment, and construction site activities.
- Update and implementing process codes, fees and standards as necessary and as identified needs arise.
- Determine staff training needs and develop training strategies as updates to Permit requirements are implemented by DOE.
- Adopt an update to the City's Shoreline Management Plan.

SECTION 7 –MUNICIPAL OPERATIONS AND MAINTENANCE

7.1 PERMIT REQUIREMENTS AND DATES

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

- Establish maintenance standards that are as protective, or more protective, of facility function that those specified in Chapter 4 of Volume V of the DOE 2012 Stormwater Maintenance Manual for Western Washington (SWMMWW) by December 31, 2016.
- Annual inspection of all municipally owned or operated permanent stormwater treatment and flow control facilities and taking appropriate maintenance actions. Inspection frequency may be reduced as outlined in Section S5.C.5.b of the Permit.
- Spot checks of potentially damaged permanent treatment and flow control facilities after major storm events (10 year storm).
- Inspection of all catch basins and inlets owned or operated by the City at least once before August 1, 2017 and once every two years thereafter. the City is developing an inspection and maintenance schedule for each catch basin and inlet as some catch basins will not need inspections as frequently and other catch basins will need to be inspected and maintained more frequently than required by the Permit to ensure functionality. Reduced inspections will be in accordance with Section S5.C.5.d.i of the Permit.
- Establish and implement policies and procedures to reduce pollutants in discharges from all lands owned or maintained by the City, including but not limited to: streets, parking lots, roads, highways, buildings, parks, open space, road right-of-way, maintenance yards, and stormwater treatment and flow control Best Management Practices (BMPs)/facilities.
- Implement an on-going training program for City staff whose construction, operations or maintenance job functions may impact stormwater quality.
- Continue to implement a Stormwater Pollution Prevention Plan (SWPPP) for all heavy equipment maintenance or storage yards, and material storage facilities owned or operated by the City.
- Keep records of inspections and maintenance or repair activities.

7.2 CURRENT ACTIVITIES

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

- The City has a program for catch basin inspections with the most recent inspections occurring in 2012.
- The City has completed a site assessment of City facilities, including the fire station, the police station, the public works facility, and the water reservoir and pump station.
- The City inspects City owned stormwater treatment facilities and continues to adapt the inspection criteria as identified in the DOE 2005 Stormwater Maintenance Manual for Western Washington (SWMMWW). The City will adapt inspections and inspection criteria as identified in the DOE 2012 SWMMWW.
- The City has trained employees whose construction, operations or maintenance job functions may impact stormwater quality in the implementation of Best Management Practices (BMPs) that will reduce or eliminate pollution from entering the Municipal Separate Storm Sewer System (MS4) from City facilities or operations.
- The City's adopted maintenance standards are as specified in the 2005 SWMMWW. The City will adopt maintenance standards as specified in the 2012 SWMMWW.
- The City performs maintenance within required timeframes when an inspection identifies an exceedance of the maintenance standard. For each exceedance of the required timeframe, the City will document the circumstances and how they were beyond the City's control.
- The City annually inspects all municipally owned or operated permanent stormwater treatment and flow control facilities and maintains facilities according to the adopted maintenance standards.
- The City performs maintenance on City ponds and BMPs within required timeframes when an inspection identifies a maintenance standard has been exceeded. For each violation of the required timeframe, the City documents the circumstances and how they were beyond their control, and submits documentation to DOE.
- After major storm events, the City conducts spot checks of potentially damaged stormwater facilities.
- The City implements practices to reduce stormwater impacts associated with runoff from streets, parking lots, roads or highways owned or maintained by the City, and road maintenance activities conducted by the City.
- Procedures are in place to reduce pollutants in discharges from all lands owned or maintained by the City and subject to this Permit, including but not limited to: parks, open space, road right-of-way, maintenance yards, and stormwater treatment and flow control facilities. Procedures include:
 - Proper application of fertilizer, pesticides, and herbicides
 - Sediment and erosion control (the City has a Certified Erosion and Sediment Control Lead (CESCL) on staff)
 - Proper landscape maintenance and vegetation disposal
 - Proper trash management
 - Proper maintenance and cleaning of City buildings

- City employees, whose construction, operations or maintenance job functions may impact stormwater quality, receive training on an as-needed basis.
- Stormwater Pollution Prevention Plans (SWPPPs) are in place for all heavy equipment maintenance or storage yards, and material storage facilities owned or operated by the City in areas subject to this Permit that are not required to have coverage under the Industrial Stormwater General Permit. The latest update to the SWPPP for the Public Works Maintenance Facility was completed in October, 2013.
- Tracking and documentation methods, along with procedures associated with inspection, maintenance or repair activities, are being utilized by City staff.
- The washing of City vehicles and large equipment is performed at the City's equipment washing facility at the City's maintenance site, which was completed in 2013. Staff using the facility are trained prior to use in accordance with standard operating procedures for the facility.

7.3 PLANNED ACTIVITIES

The City will continue with current activities to prevent pollution from municipal maintenance operations. The City is also working on completing the development of site and handling procedures for storage, processing, and reusing street and storm waste with assistance from the King County Solid Waste Treatment Division, which is not a requirement of the Permit. Decant water will be disposed of in accordance with Appendix 6 of the Permit.

The City will sweep streets at least twice per year as budgets allow.

APPENDIX A

RECENT STORMWATER ACCOMPLISHMENTS

Equipment Washing Facility (A-2)



SWPPP Update (A-3)



Spill Kits for Businesses (A-4)



IDDE Education (A-5)



Street Sweeping (A-6)



Catch Basin Cleaning (A-7)



APPENDIX A

RECENT STORMWATER ACCOMPLISHMENTS

Equipment Washing Facility

In order to provide a better spot at the City shop for washing vehicles and equipment, City staff constructed an equipment washing facility. This facility is set up to discharge wash water to the sewer system and stormwater to the stormwater system. A valve is triggered when the water for the facility is turned on that will divert wastewater to sewer. Water will not work unless the valve is turned toward sewer. Staff that use the facility are trained by maintenance staff per standard operating procedures developed to ensure all sediment is rinsed to sewer rather than sitting on the pad only to be washed to stormwater. Maintenance staff inspects and cleans the catch basin and channel grates weekly. This project was funded with a grant from DOE.



APPENDIX A

RECENT STORMWATER ACCOMPLISHMENTS

SWPPP Update

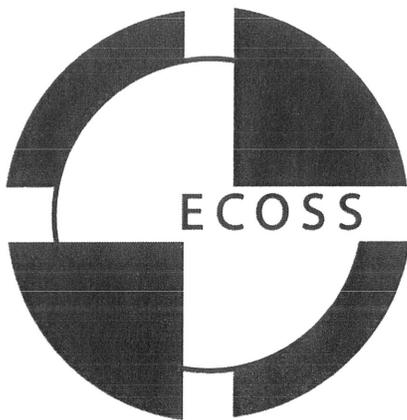
The 2010 Stormwater Pollution Prevention Plan (SWPPP) for the City shop outlined potential problems and solutions for storing equipment and difference chemicals (e.g. oil, gas, etc.). It detailed methods for getting large equipment out of the rain to prevent contaminated runoff. With a grant from DOE, the City was able to make upgrades at the shop, including new warehouse doors, spill containment, the equipment washing facility, and others. These changes necessitated an update to the SWPPP. Staff reassessed the facilities and took new pictures. New recommendations have been made. As staff is able to make recommended changes, updates to the SWPPP will be made, as needed.



APPENDIX A RECENT STORMWATER ACCOMPLISHMENTS

Spill Kits for Businesses

In conversations about stormwater with other jurisdictions, the City of Covington informed Public Works staff of the Environmental Coalition of South Seattle (ECOSS), a non-profit group that received an EPA grant for supplying spill kits to businesses. Staff met with ECOSS and scheduled a meet-and-greet for January 2014 with business owners in the City to provide more information and to provide spill kits, free of charge. This is a great opportunity for businesses to receive spill kits as well as receive other input from City staff and/or ECOSS.



Environmental
Coalition of
South Seattle

APPENDIX A

RECENT STORMWATER ACCOMPLISHMENTS

IDDE Education

City staff focused education efforts towards Illicit Discharge Detection and Elimination (IDDE) in 2012. Newsletters were greatly utilized for getting the message out about illicit discharges and how to prevent them (articles on yard care and car maintenance). Flyers with details about illicit discharges are available in the Public Works building at City Hall.

These education efforts are very important to ensure that we can all keep our lakes and creeks clean. The end goal is to demonstrate what constitutes an illicit discharge and how simple it is to make sure an illicit discharge does not happen by accident or on purpose.

Public Works Department >>> Maintenance of your Car



The start of Autumn, we will unfortunately begin to see more rainfall here in Black Diamond. With the rainfall, oil and other fluids from cars may be more noticeable in our driveways and on our roads. These fluids can make for slick conditions on the road, and they can cause problems for stormwater. Oil will not dilute with water, it will just get moved around by it. If it gets into the stormwater system, it will get into Black Diamond's streams and lakes.

So what can we do? If you notice a leak, get it fixed. A lot of the time the cause is an easy and inexpensive fix (e.g. loose drain plug, a hose that is not connected well, etc.). If it's a more expensive fix, it may prevent a bigger problem with your car in the future. With your help, we can protect the City's streams and lakes.



APPENDIX A

RECENT STORMWATER ACCOMPLISHMENTS

Street Sweeping

The City was able to sweep most of the streets within the City in 2013. Sweeping the streets is important to help make sure that stormwater runoff is clean during a storm event. Sweeping picks up debris that contributes to pollution of the stormwater system and waterways. The City was able to utilize a grant from DOE to pay for the sweeping.



APPENDIX A

RECENT STORMWATER ACCOMPLISHMENTS

Catch Basin Cleaning

Upon inspecting the City's catch basins, it was determined that there were many that needed to be cleaned. Using GIS software, City staff was able to determine which catch basins needed to be cleaned with a vactor truck. Catch basin cleaning was funded by a grant received from DOE. Staff is developing a schedule for inspections and cleaning of each individual catch basin in the City.



CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 13-909, declaring certain property as surplus to the needs of the City	Agenda Date: December 12, 2013	
	AB13-105	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator – Mark Hoppen	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Natural Resources/Parks – Aaron Nix	
	PW/Ec. Dev. – Andy Williamson	X
Cost Impact:	Police – Jamey Kiblinger	
Fund Source:	Court – Stephanie Metcalf	
Timeline:	Comm. Dev. – Stacey Welsh	
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator		
Attachments: Resolution No.13-909; Surplus list (Exhibit A)		
SUMMARY STATEMENT: Over the period of a year the City discontinues use of or has no need for certain property. This property is turned over the Capital Facilities Coordinator for surplus. With the authorization from the City Council surplus items are available for sale either by sealed bid, online auction or other reasonable and allowable means.		
COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 13-909, declaring certain property as surplus to the needs of the City.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 12, 2013		

RESOLUTION NO. 13-909

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
DECLARING CERTAIN PROPERTY SURPLUS TO THE
NEEDS OF THE CITY**

WHEREAS, it is the desire of the City Council to declare certain property surplus to the needs of the City; and

WHEREAS, such property has been cataloged with all departments having an opportunity to review the listing;

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

Section 1. The listing of certain City property is hereby declared surplus to the needs of the City of Black Diamond, as attached hereto as Exhibit A.

Section 2. The City Council authorizes staff to make items available for sale either by sealed bid, online auction or other reasonable and allowable means.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 12TH DAY OF DECEMBER, 2013.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 13-910, Fuel Tax Grant Agreement with the Transportation Improvement Board (TIB) for the Rock Creek Bridge project (from west of Rock Creek Bridge to Sunny Ln)	Agenda Date: December 12, 2013 AB13-106	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator – Mark Hoppen	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Natural Resources/Parks – Aaron Nix	
Cost Impact: \$474,300 revenue	Economic Devel. – Andy Williamson	X
Fund Source: TIB Grant	Police – Jamey Kiblinger	
Timeline: 2014-2015	Court – Stephanie Metcalf	
	Comm. Dev. – Stacey Welsh	
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator		
Attachments: Resolution No. 13-910, Grant Agreement, Award Letter, CIP Page		
<p>SUMMARY STATEMENT:</p> <p>Black Diamond was selected for a Small City Arterial Program fuel tax grant from the Washington Transportation Improvement Board (TIB). This project would be to repair the bridge, upgrade safety, install a pedestrian walkway, install sidewalk, street or pedestrian lighting, and overlay the road from west of the bridge to Sunny Lane.</p> <p>The overall project cost is estimated at \$527,000 with a local match requirement of \$52,700. Yarrow Bay has committed to picking up \$46,000 of the local match, leaving the City to fund \$6,700, which can be via in-kind staff labor. The grant would pay for design and construction of this project.</p>		
<p>COMMITTEE REVIEW AND RECOMMENDATION:</p>		
<p>RECOMMENDED ACTION: MOTION to adopt Resolution No. 13-910, authorizing the Mayor to execute a fuel tax grant agreement for the Rock Creek Bridge project, TIB #6-P-800(002)-1.</p>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 12, 2013		

RESOLUTION NO. 13-910

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A FUEL TAX GRANT AGREEMENT WITH THE WASHINGTON TRANSPORTATION IMPROVEMENT BOARD FOR THE ROCK CREEK BRIDGE PROJECT

WHEREAS, the City's grant application for the Transportation Improvement Board Small City Arterial Program was selected for the Rock Creek Bridge project in the amount of \$474,300; and

WHEREAS, the City has the staff and funds to complete the project; and

WHEREAS, a fuel tax grant agreement with the Washington Transportation Improvement Board is required to establish the terms of funding the Rock Creek Bridge project;

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

Section 1. The Mayor is hereby authorized to execute the fuel tax grant agreement with the Washington Transportation Improvement Board for the Rock Creek Bridge project TIB #6-P-800(002)-1, substantially in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 12TH DAY OF DECEMBER, 2013.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk



City of Black Diamond
6-P-800(002)-1
Roberts Drive
West end of Rock Creek Bridge to Sunny Lane

EXHIBIT A

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

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

1.0 PURPOSE

TIB hereby grants funds in the amount of \$474,300 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

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

3.0 PROJECT DOCUMENTATION

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

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

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

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

6.0 AMENDMENTS

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

7.0 ASSIGNMENT

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

8.0 GOVERNANCE & VENUE

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

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

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

9.2 DEFAULT

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



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

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

9.3 TERMINATION

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

9.4 TERMINATION FOR NECESSITY

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

10.0 USE OF TIB GRANT FUNDS

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

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

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



12.0 INDEPENDENT CAPACITY

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

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

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

14.0 DISPUTE RESOLUTION

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



15.0 ENTIRE AGREEMENT

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

16.0 RECORDS MAINTENANCE

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

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

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Signature of Chairman/Mayor Date

Executive Director Date

Print Name

Print Name



Washington State Transportation Improvement Board

TIB Members

Councilmember Sam Crawford, Chair
Whatcom County

Councilmember Jeanne Burbidge, V. Chair
City of Federal Way

Jim Albert
Office of Financial Management

Pasco Bakotich, P.E.
WSDOT

Todd Coleman, P.E.
Port of Vancouver

Kathleen Davis
WSDOT

Mark Freiburger, P.E.
City of Sedro-Woolley

Mayor James Irish
City of La Center

Councilmember R.E. Bob Olson
City of Kennewick

Laura Philpot, P.E.
City of Sammamish

Heldi Stamm
HS Public Affairs

Commissioner Richard Stevens
Grant County

Harold Taniguchi
King County Metro Transit

John Vadoplch
City of Bonney Lake

Jay Weber
County Road Administration Board

Ralph Wassels, P.E.
Bicycle Alliance of Washington

Clay White
Snohomish County

Stevan E. Gorcester
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

November 25, 2013

Mr. Seth Boettcher, P.E.
Public Works Director
City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010-0599



Dear Mr. Boettcher:

Congratulations! We are pleased to announce the selection of your project, Roberts Drive, West end of Rock Creek Bridge to Sunny Lane, TIB project number 6-P-800(002)-1.

Total TIB funds for this project are \$474,300.

Before any work is allowed on this project, you must:

- Verify the information on the Project Funding Status Form, revise if necessary, and sign;
- Sign both copies of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB.

You may only incur reimburseable expenses after you receive approval from TIB.

In accordance with RCW 47.26.84, you must certify full funding by November 22, 2014 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or e-mail GregA@tib.wa.gov.

Sincerely,

Stevan Gorcester
Executive Director

Enclosures

Capital Improvement Plan 2014 - 2019

Project for the **Street Department** # **T6**

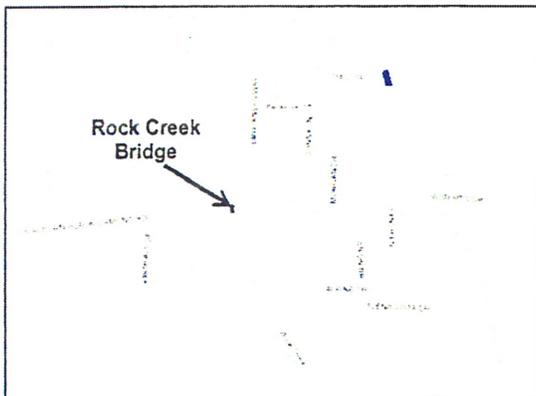
PROJECT TITLE **Rock Creek Bridge** **13.04**

DESCRIPTION Replace the verticle barriers on the bridge, patch and coat the structure to prevent degradation of the structure, install guardrail transition sections on both ends to enhance motorist approach safety, attach a Pedestrian walkwayon one side of the bridge, and reconstruct the roadway approaches and the asphalt surface on the bridge. Construct sidewalk connections on both ends of the attached pedestrian bridge.

BACKGROUND Parametrix completed a technical analysis and a review of options for improvements to the bridge crossing of Rock Creek in 2012. The budget developed below is based on the construction costs of the bridge rehab option developed in that technical memo plus engineering, project management costs, additional improvements on short sections of roaway on each end and a 20% contingency.

COMMENTS The Villages Developer may also proceed with their own separate stand alone project. The Developer contribution was shown here as a combined project for greater implementation efficiency and to improve the chances of attracting grant funding

		Capital Plan 2014 - 2019					
CAPITAL PROJECT COSTS	Total \$ Requested 2014-2019	2014	2015	2016	2017	2018	2019
Engineering and bid docs	40,000		40,000				
Project management	20,000		10,000	10,000			
environmental permitting	23,000		23,000				
ped bridge design & const	130,000		20,000	110,000			
Bridge Rehabilitation	78,000			78,000			
TOTAL COSTS	291,000		93,000	198,000	-	-	-
REQUESTED FUNDING	Total \$ Requested 2014-2019	2014	2015	2016	2017	2018	2019
Developer-Villages Project	130,000		20,000	110,000			
Bridge Grant	140,000		25,000	115,000			
Grant Matching Funds	21,000		8,000	13,000			
TOTAL SOURCES	291,000	-	53,000	238,000	-	-	



CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 13-911, Fuel Tax Grant Agreement with the Transportation Improvement Board (TIB) for the Lawson Street Sidewalk, Phase I project (from SR 169 to 6th Ave.)	Agenda Date: December 12, 2013	
	AB13-107	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator – Mark Hoppen	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Natural Resources/Parks – Aaron Nix	
	Economic Devel. – Andy Williamson	X
Cost Impact: \$264,691 revenue	Police – Jamey Kiblinger	
Fund Source: TIB Grant	Court – Stephanie Metcalf	
Timeline: 2014-2015	Comm. Dev. – Stacey Welsh	
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator		
Attachments: Resolution No. 13-911, Grant Agreement, Award Letter, CIP Page		
SUMMARY STATEMENT: Black Diamond was selected for a Small City Sidewalk Program fuel tax grant from the Washington Transportation Improvement Board (TIB). This project would be to install a sidewalk on the north side of Lawson Street from SR 169 to 6 th Avenue. The overall project cost is estimated at \$278,622 with a local match requirement of \$13,931, which can be via in-kind staff labor. The grant would pay for design and construction of this project.		
COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 13-911, authorizing the Mayor to execute a fuel tax grant agreement for the Lawson Street Sidewalk Phase I project, TIB #P-P-800(P05)-1.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 12, 2013		

RESOLUTION NO. 13-911

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A FUEL TAX GRANT AGREEMENT WITH THE WASHINGTON TRANSPORTATION IMPROVEMENT BOARD FOR THE LAWSON STREET SIDEWALK PHASE I PROJECT

WHEREAS, the City's grant application for the Transportation Improvement Board Small City Sidewalk Program was selected for the Lawson Street Sidewalk Phase I project in the amount of \$264,691; and

WHEREAS, the City has the staff and funds to complete the project; and

WHEREAS, a fuel tax grant agreement with the Washington Transportation Improvement Board is required to establish the terms of funding the Lawson Street Sidewalk Phase I project;

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

Section 1. The Mayor is hereby authorized to execute the fuel tax grant agreement with the Washington Transportation Improvement Board for the Lawson Street Sidewalk Phase I project TIB #P-P-800(P05)-1, substantially in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 12TH DAY OF DECEMBER, 2013.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk



City of Black Diamond
P-P-800(P05)-1
Lawson Street
SR 169 to 6th Ave

EXHIBIT A

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

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Lawson Street, SR 169 to 6th Ave (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Black Diamond, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$264,691 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

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

3.0 PROJECT DOCUMENTATION

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

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

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

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

6.0 AMENDMENTS

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

7.0 ASSIGNMENT

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

8.0 GOVERNANCE & VENUE

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

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

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

9.2 DEFAULT

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



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

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

9.3 TERMINATION

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

9.4 TERMINATION FOR NECESSITY

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

10.0 USE OF TIB GRANT FUNDS

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

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

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



12.0 INDEPENDENT CAPACITY

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

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The PARTIES agree to the following:

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

14.0 DISPUTE RESOLUTION

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



15.0 ENTIRE AGREEMENT

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

16.0 RECORDS MAINTENANCE

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

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

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Signature of Chairman/Mayor Date

Executive Director Date

Print Name

Print Name



Washington State Transportation Improvement Board

TIB Members

Councilmember Sam Crawford, Chair
Whatcom County

Councilmember Jeanne Burbidge, V. Chair
City of Federal Way

Jim Albert
Office of Financial Management

Pasco Bakotich, P.E.
WSDOT

Todd Coleman, P.E.
Port of Vancouver

Kathleen Davis
WSDOT

Mark Freiburger, P.E.
City of Sedro-Wooley

Mayor James Irish
City of La Center

Councilmember R.E. Bob Olson
City of Kennewick

Laura Philpot, P.E.
City of Stanwish

Heidi Stamm
HS Public Affairs

Commissioner Richard Stevens
Grant County

Harold Taniguchi
King County Metro Transit

John Vadopich
City of Bonney Lake

Jay Weber
County Road Administration Board

Ralph Wassels, P.E.
Bicycle Alliance of Washington

Clay White
Snahamish County

Stevan E. Gorcester
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
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www.tib.wa.gov

November 25, 2013

Mr. Seth Boettcher, P.E.
Public Works Director
City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010-0599



Dear Mr. Boettcher:

Congratulations! We are pleased to announce the selection of your project, Lawson Street, SR 169 to 6th Ave, TIB project number P-P-800(P05)-1.

Total TIB funds for this project are \$264,691.

Before any work is allowed on this project, you must:

- Verify the information on the Project Funding Status Form, revise if necessary, and sign;
- Sign both copies of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB.

You may only incur reimburseable expenses after you receive approval from TIB.

In accordance with RCW 47.26.84, you must certify full funding by November 22, 2014 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or e-mail GregA@tib.wa.gov.

Sincerely,

Stevan Gorcester
Executive Director

Enclosures

Capital Improvement Plan 2014 - 2019

Project for the **Street Department** **# T7**

PROJECT TITLE **Lawson Street Sidewalk** **13.05**

DESCRIPTION Construct 2150 feet of new 5 foot concrete sidewalk on the north side of Lawson Street to from SR 169 to the east boundary of Lawson Hill Estates. This project does not include curb gutter or street widening. Project cost \$850,000.

BACKGROUND Lawson Hill Estates and the surrounding area is within 1 mile of the elementary school on Baker Street. The City is partnering with the School District to seek Safe Routes to School grants for this project. It is anticipated that additional funding will be needed to cover the entire cost. Transportation Improvement Board Funding and or potentially MPD mitigation funding may also be available. The City and the School District are planning to cooperate and jointly apply for this grant in 2014 for funding in 2015, and 2016.

COMMENTS The timing of this project may have to wait for the pedestrian mitigation assistance from the Lawson Hills developer for this project. Other grant funding may also be available to complete the total funding.

		Capital Plan 2014 - 2019						
CAPITAL PROJECT COSTS		Total \$ Requested 2014-2019	2014	2015	2016	2017	2018	2019
Land/Right of Way	20,000			20,000				
Design Engineering	85,000			85,000				
Construction Costs	745,000				745,000			
TOTAL COSTS	850,000		-	105,000	745,000	-		
REQUESTED FUNDING		Total \$ Requested 2014-2019	2014	2015	2016	2017	2018	2019
Safe Route to School Grant	395,000				395,000			
TIB Pedestrian Grant	150,000				150,000			
Developer/Impact Fees/SEPA	305,000			105,000	200,000			
TOTAL SOURCES	850,000		-	105,000	745,000	-	-	-



CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 13-912, authorizing the Mayor to execute the Seventh Memorandum of Understanding with the BD Police Officers Association	Agenda Date: December 12, 2013	
	AB13-108	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator – Mark Hoppen	X
	City Attorney – Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Natural Resources/Parks – Aaron Nix	
	Economic Devel. – Andy Williamson	
Cost Impact: 0	Police – Jamey Kiblinger	
Fund Source:	Court – Stephanie Metcalf	
Timeline:	Comm. Dev. – Stacey Welsh	
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator		
Attachments: Resolution No. 13-912; MOU-7		
<p><i>SUMMARY STATEMENT:</i></p> <p>Authorization of this MOU would allow Police Officers to use accrued vacation time before holiday time is used.</p>		
<p>COMMITTEE REVIEW AND RECOMMENDATION:</p>		
<p>RECOMMENDED ACTION: MOTION to adopt Resolution No. 13-912, authorizing the Mayor to execute the Seventh Memorandum of Understanding with the Black Diamond Police Officers Association.</p>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 12, 2013		

RESOLUTION NO. 13-912

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE THE SEVENTH
MEMORANDUM OF UNDERSTANDING WITH THE BLACK
DIAMOND POLICE OFFICERS ASSOCIATION**

WHEREAS, the City of Black Diamond and the Black Diamond Police Officers Association executed a collective bargaining agreement for the period of August 31, 2008 to August 30, 2014; and

WHEREAS, the Memorandum of Understanding will allow Police Officers to use accrued vacation time before holiday time is used; and

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 the seventh memorandum of understanding the Black Diamond Police Officers Association regarding allowing Police Officers to use accrued vacation time before holiday time is used.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 12TH DAY OF DECEMBER, 2013.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

SEVENTH MEMORANDUM OF UNDERSTANDING
CITY OF BLACK DIMAOND
AND
BLACK DIAMOND POLICE OFFICERS' ASSOCIATION

1. Date of Parties. This Seventh Memorandum of Understanding (MOU-7) is effective upon execution by the City of Black Diamond (City) and the Black Diamond Police Officers' Association (Association).

2. Background and Purpose.
 - 2.1 The Parties have executed a Collective Bargaining Agreement for the period from August 31, 2008 to August 30, 2014 (CBA).
 - 2.2 Section 6.1 of the CBA states that holiday time shall be used before vacation time, and used in the calendar year in which it is received.
 - 2.3 It is the desire of both the City and the Association to allow officers to use vacation time before holiday time is used.

3. Agreed Interpretation.
 - 3.1 It is mutually understood and agreed by and between the parties that Officers can use accrued vacation time before holiday time is used. This change will be for the duration of the contract.
 - 3.2 It is also mutually understood and agreed by and between the parties that as stated in the contract accrued vacation shall not exceed 240 hours at any time.

4. Confirmation of Agreement Terms. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

CITY OF BLACK DIAMOND:

BLACK DIAMOND POLICE OFFICERS'
ASSOCIATION:

Date: _____

Date: _____

Rebecca Olness
Mayor

Brian Martinez
President