



CITY OF BLACK DIAMOND
November 6, 2014 Regular Business 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.

PUBLIC HEARINGS: None

- | | |
|---|---------------|
| 1) AB14-099 – Proposed 2015 1% Property Tax Levy | Ms. Miller |
| 2) AB14-100 – Proposed 2015 Stormwater Management Program Plan | Mr. Boettcher |

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:

Presentation – Chief for a Day	Chief Kiblinger
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UNFINISHED BUSINESS: None

NEW BUSINESS:

- | | |
|---|-----------------|
| 3) AB14-101 – Resolution Authorizing Contract with LanguageLine Solutions | Chief Kiblinger |
| 4) AB14-102 – Resolution Authorizing Contract with RH2 for Phase 1 Preliminary Eng. for Springs. | Mr. Boettcher |
| 5) AB14-103 – Resolution Adopting 2015-2020 Capital Improvement Plan | Ms. Miller |
| 6) AB14-104 – Resolution Authorizing Contract with CH2M Hill | Mr. Boettcher |

DEPARTMENT REPORTS: None

MAYOR’S REPORT:

COUNCIL REPORTS:

A. Council Standing Committees and Regional Committees

- Councilmember Benson - Budget, Finance, Administration Committee; South County Area Transportation Board SCATBd); South East Area Transportation Solutions (SEATS) Coalition; Mental Illness and Drug Dependency Oversight Committee
- Councilmember Edelman - Planning and Community Service Committee; Public Issues Committee (PIC)
- Councilmember Dedy - Cemetery and Parks Committee; Growth Management Planning Council (GMPC)

- Councilmember Taylor, Chair - Public Works Committee; Public Safety Committee
- Councilmember Morgan - Water Resource Inventory Area Committee (WRIA 9)

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

- 7) **Claim Checks** – November 6, 2014, No. 41497 through No. 41576 (voided No. 36996, 39227) in the amount of \$154,183.99
- 8) **Payroll Checks** – September 30, 2014 No. 18418 through No. 18437 and ACH Pay in the amount of \$257,720.95
- 9) **Minutes** – Work Session/Town Hall Meeting of October 9, 2014, Council Meeting of October 16, 2014, Special Meeting of October 16, 2014, and Special Meeting of October 23, 2014

EXECUTIVE SESSION: To discuss with legal Counsel potential litigation pursuant to RCW 42.30.110(1)(i) and as authorized by RCW 42.30.140(4) to discuss collective bargaining

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT: AB14-099 Public Hearing Ordinance No. 14-XXX, setting the Property Tax Dollar amount for 2015 and Ordinance 14-XXXXA specifying the 1% Property Tax increase to be used for Public Safety including Fire, Police and Emergency Services.	Agenda Date: November 6, 2014		AB14-099
	Mayor Dave Gordon		
	City Administrator		
	City Attorney Carol Morris		
	City Clerk – Brenda L. Martinez		
	Community Development/Natural Resource– Aaron Nix		
	Finance – May Miller		X
	MDRT & Economic Development – Andy Williamson		
	Parks/Natural Resources –		
	Police – Chief Kiblinger		
Public Works – Seth Boettcher			
Court Administrator – Stephanie Metcalf			

Agenda Placement: Mayor Two Councilmembers Committee Chair City Administrator

Attachments: Ordinances, Levy certifications, Preliminary KC worksheet.

SUMMARY STATEMENT: Per RCW 84.52.020 the property tax certifications must be filed with King County no later than December 6, 2014 for Property Taxes to be collected in 2015 to be used for Public Safety including Fire, Police and Emergency Services. Adoption of two ordinances is required, one to set a maximum levy dollar amount and a second one to approve the 1% increase over last years levy which is allowed for cities under 10,000 population. A Public Hearing on the 2015 Property Tax was held on November 6, 2014.

King County has sent a preliminary Levy Limit worksheet showing last year's levy of \$1,433,816 and the allowed 1% increase of \$14,338 for total base levy of \$1,448,154, which does not include New Construction, State Assessed property and any adjustments. A preliminary estimate has also been included for the New Construction, Annexations, State Assessments and adjustments, but these amounts usually change in the final worksheet which is not expected until about December 5, 2014 after we may adopt our levy. Since we will not know the final amount until after the adoption, I have included an estimate of \$30,000 to cover the possible additional tax items for a total possible levy of \$1,478,154. Our levy will be adjusted down by King County to the actual final amounts, but cannot be increased.

King County estimates our total 2015 city Assessed Valuation at \$601,717,756 an increase of \$53,318,513 over 2014 or a 10% increase. Each property tax bill is calculated by the county and they set the actual levy rate once they have finalized all assessments and individual valuations.

All of Black Diamonds Property Taxes funds are used for Public Safety and provide approximately 64% of the revenue needed to cover Public Safety costs.

FISCAL NOTE (Finance Department): The additional \$14,338 from the allowed one percent increase is included in the 2015 Preliminary Budget, pending Council approval on November 20, 2014.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Finance Committee reviewed the Property Tax Ordinance's at their October 30, 2014 meeting.

RECOMMENDED ACTION: **PUBLIC HEARING ONLY. ACTION IS SCHEDULED TO OCCUR AT THE NOVEMBER 20, 2014 MEETING.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 6, 2014		



Ordinance / Resolution No. 14-XXXX
RCW 84.55.120

WHEREAS, the Council of City of Black Diamond, Washington has met and considered its budget for the calendar year 2015; and,

WHEREAS, the districts actual levy amount from the previous year was \$ 1,433,816; and,

WHEREAS, the population of this district is less than 10,000; and now, therefore,

BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2015 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be \$ 14,338.00 which is a percentage increase of 1% from the previous year.

additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Adopted this 20 day of November, 2014.

Three horizontal lines for signatures.

If additional signatures are necessary, please attach additional page.

This form or its equivalent must be submitted to your county assessor prior to their calculation of the property tax levies. A certified budget/levy request, separate from this form is to be filed with the County Legislative Authority no later than November 30th. As required by RCW 84.52.020, that filing certifies the total amount to be levied by the regular property tax levy. The Department of Revenue provides the "Levy Certification" form (REV 64 0100) for this purpose. The form can be found at: http://dor.wa.gov/docs/forms/PropTx/Forms/LevyCertf.doc.

For tax assistance or to request this document in an alternate format, visit http://dor.wa.gov/content/taxes/property/default.aspx or call (360) 534-1400. Teletype (TTY) users may call (360) 705-6718.

ORDINANCE NO. 14-XXX

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, LEVYING THE GENERAL PROPERTY TAXES FOR THE CITY FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2015 ON ALL PROPERTY BOTH REAL AND PERSONAL, IN SAID CITY, WHICH IS SUBJECT TO TAXATION FOR THE PURPOSE OF PROVIDING REVENUE FOR PUBLIC SAFETY FOR THE CITY OF BLACK DIAMOND FOR THE ENSUING YEAR AS REQUIRED BY LAW, PROVIDING FOR SEVERABILITY AND ESTABLISHING THE EFFECTIVE DATE.

WHEREAS, the City Council of Black Diamond, Washington has met and considered the Public Safety budgets for the year of 2015; and

WHEREAS, the Cities under 10,000 population may increase the regular property tax levy from the previous year by up to one percent, and

WHEREAS, A Public Hearing was held on November 6, 2013 regarding the 2015 Budget and the property tax levy, and

WHEREAS, the City Council has properly given notice of the Public Hearings held on November 6, 2014 and November 20, 2014 to consider the City's 2015 Preliminary Budget including the Revenue Sources, pursuant to RCW 84.55.120; and

WHEREAS, King County requires that the 2015 Property Tax Levies be submitted by November 30, 2014;

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

Section 1. Levy Amount A regular property tax is hereby levied in the amount \$1,478,154 which includes the allowed one percent increase over last year's levy of \$1,433,816. This one percent increases property taxes by \$14,338. This total levy dollar amount is exclusive of the additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, and any increase in the value of state assessed property or any annexations that have occurred and adjustment made by the county. The additional property taxes are estimated to add \$30,000 to the levy for new construction or any increase in the annexation, value of state-assessed property or adjustments. The final dollar amount of Property Taxes is determined by King County.

Section 2. Severability Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or

otherwise invalid for any reason, or should any portion of this ordinance be preempted by State or Federal law or regulations, such decisions or preemptions shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. Effective Date This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

Introduced the 20th day of November, 2014

Mayor Dave Gordon

Attest:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

Published: _____

Posted: _____

Effective Date: _____

PRELIMINARY

LEVY LIMIT WORKSHEET – 2015 Tax Roll

TAXING DISTRICT: City of Black Diamond

The following determination of your regular levy limit for 2015 property taxes is provided by the King County Assessor pursuant to RCW 84.55.100.

Annexed to Library District (Note 1) Estimated Library rate: 0.44820

Using Limit Factor For District	Calculation of Limit Factor Levy	Using implicit Price Deflator
1,433,816	Levy basis for calculation: (2014 Limit Factor) (Note 2)	1,433,816
1.0100	x Limit Factor	1.0159
1,448,154	= Levy	1,456,628
2,054,609	Local new construction	2,054,609
0	+ Increase in utility value (Note 3)	0
2,054,609	= Total new construction	2,054,609
2.62482	x Last year's regular levy rate	2.62482
5,393	= New construction levy	5,393
1,453,547	Total Limit Factor Levy	1,462,021
Annexation Levy		
0	Omitted assessment levy (Note 4)	0
1,453,547	Total Limit Factor Levy + new lid lifts	1,462,021
601,717,756	÷ Regular levy assessed value less annexations	601,717,756
2.41566	= Annexation rate (cannot exceed statutory maximum rate)	2.42975
0	x Annexation assessed value	0
0	= Annexation Levy	0
Lid lifts, Refunds and Total		
0	+ First year lid lifts	0
1,453,547	+ Limit Factor Levy	1,462,021
1,453,547	= Total RCW 84.55 levy	1,462,021
3,284	+ Relevy for prior year refunds (Note 5)	3,284
1,456,831	= Total RCW 84.55 levy + refunds	1,465,305
	Levy Correction: Year of Error _____ (+or-)	
1,456,831	ALLOWABLE LEVY (Note 6)	1,465,305
Increase Information (Note 7)		
2.42112	Levy rate based on allowable levy	2.43520
1,437,331	Last year's ACTUAL regular levy	1,437,331
10,823	Dollar increase over last year other than N/C – Annex	19,297
0.75%	Percent increase over last year other than N/C – Annex	1.34%
Calculation of statutory levy		
	Regular levy assessed value (Note 8)	601,717,756
	x Maximum statutory rate	3.15180
	= Maximum statutory levy	1,896,494
	+Omitted assessments levy	0
	=Maximum statutory levy	1,896,494
	Limit factor needed for statutory levy	Not usable

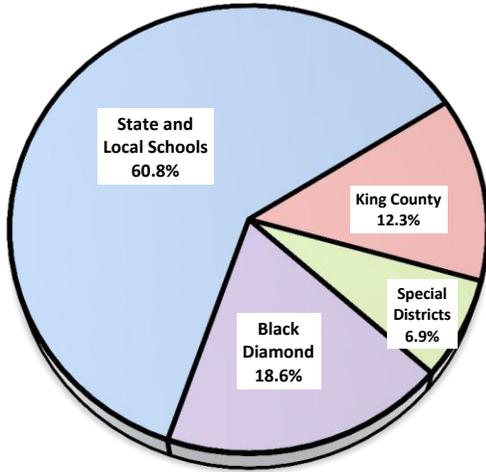
ALL YEARS SHOWN ON THIS FORM ARE THE YEARS IN WHICH THE TAX IS PAYABLE.

Please read carefully the notes on the reverse side.

Notes:

- 1) Rates for fire districts and the library district are estimated at the time this worksheet is produced. Fire district and library district rates affect the maximum allowable rate for cities annexed to them. These rates *will* change, mainly in response to the actual levy requests from the fire and library districts. Hence, affected cities may have a higher or lower allowable levy rate than is shown here when final levy rates are calculated.
- 2) This figure shows the maximum *allowable levy*, which may differ from any actual prior levy if a district has levied less than its maximum in prior years. The maximum allowable levy excludes any allowable refund levy if the maximum was based on a limit factor. The maximum allowable levy excludes omitted assessments if the maximum was determined by your district's statutory rate limit. If your district passed a limit factor ordinance in the year indicated, that limit factor would help determine the highest allowable levy. However, if the statutory rate limit was more restrictive than your stated limit factor, the statutory rate limit is controlling.
- 3) Any increase in value in state-assessed property is considered to be new construction value for purposes of calculating the respective limits. State-assessed property is property belonging to inter-county utility and transportation companies (telephone, railroad, airline companies and the like).
- 4) An omitted assessment is property value that should have been included on a prior year's roll but will be included on the tax roll for which this worksheet has been prepared. Omitted are assessed and taxed at the rate in effect for the year omitted (RCW 84.40.080-085). Omitted assessments tax is deducted from the levy maximum before calculating the levy rate for current assessments and added back in as a current year's receivable.
- 5) Administrative refunds under RCW 84.69.020 were removed from the levy lid by the 1981 legislature.
- 6) A district is entitled to the lesser of the maximum levies determined by application of the limit under RCW 84.55 and the statutory rate limit. Levies may be subject to further proration if aggregate rate limits set in Article VII of the state constitution and in RCW 84.52.043 are exceeded.
- 7) This section is provided for your information, and to assist in preparing any Increase Ordinance that may be required by RCW 84.55.120. The increase information compares the allowable levy for the next tax year with your ACTUAL levy being collected this year. The actual levy excludes any refund levy and expired temporary lid lifts, if applicable. New construction, annexation and refund levies, as well as temporary lid lifts in their initial year, are subtracted from this year's *allowable* levy before the comparison is made.
- 8) ***Assessed valuations shown are subject to change from error corrections and appeal board decisions recorded between the date of this worksheet and final levy rate determination.***

For a \$275,000
Appraised Black Diamond Home in 2015



Taxing Entity	2015 Levy Rate per \$1,000	Annual Property Tax on a \$275,000 home	Monthly Property Tax on a \$275,000 home
School District (Enumclaw)	\$5.41	\$1,487	\$124
State Schools	\$2.47	\$679	\$57
Black Diamond	\$2.42	\$664	\$55
King County	\$1.85	\$509	\$42
Port of Seattle	\$0.22	\$59	\$5
Library District	\$0.45	\$123	\$10
Floods and Ferries	\$0.16	\$43	\$4
Total Property Taxes	\$12.96	\$3,565	\$297

*Example shows Enumclaw School District levy rate of of \$5.41 (Kent's school rate is \$5.74 and Tahoma's school rate is \$7.22)

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: AB14-100 Public Hearing for the 2015 Stormwater Management Program (SWMP) Plan Cost Impact (see also Fiscal Note): \$0 Fund Source: - Timeline: Jan. 1, 2015 – Dec. 31, 2015	Agenda Date: November 6, 2014	
	AB14-100	
	Mayor Dave Gordon	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Aaron Nix	
	Finance – May Miller	
	MDRT/Eco Dev – Andy Williamson	
	Police – Chief Kiblinger	
Public Works – Seth Boettcher	X	
Court – Stephanie Metcalf		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: 2015 SWMP Plan redline draft		
SUMMARY STATEMENT: The City is required by the Department of Ecology to update its Stormwater Management Program (SWMP) Plan. This SWMP Plan shows how the City is currently meeting the Department of Ecology’s requirements in the National Pollutant Discharge Elimination System (NPDES) Permit as well as shows future requirements of this Permit. The SWMP Plan is updated annually. The purpose of the public hearing is to gather input for this SWMP Plan from the community, which is a requirement of the Permit. FISCAL NOTE (Finance Department): This is an update to a plan. Future costs unknown at this time.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee recommends holding the public hearing.		
RECOMMENDED ACTION: Public Hearing only.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 6, 2014		

CITY OF BLACK DIAMOND

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

20154 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
MEP	Maximum Extent Practicable
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 Plan is to detail actions that the City of Black Diamond has taken and will take to maintain compliance with conditions in the permit. This SWMP 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 not 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 ~~m~~Maximum e~~E~~xtent e~~P~~racticable (MEP), meet Washington State's All Known and Reasonable Treatment (AKART) requirements, and protect water quality. This goal is accomplished by the inclusion of all Permit SWMP components, minimum measures, and implementation schedules into the City's SWMP.

In compliance with Permit requirements, where the City is already implementing actions or activities called for in this document, the City will continue those actions or activities regardless of the schedule called for in this document. The City will adapt these actions or activities as required by Permit deadlines and as City staff measures the effectiveness of current actions or activities.

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.~~Public education and outreach
- ~~Involving the public in stormwater management programming.~~Public involvement and participation
- ~~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). Controlling runoff from new development, redevelopment and construction sites~~
- ~~Reviewing all municipal operations and facilities and implementing new operation and maintenance practices to prevent and reduce stormwater pollutant runoff from municipal operations. Municipal operations and maintenance~~

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. (Completed December 2013)
- 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. (Completed December 2013)
- 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. (Completed December 2013)

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, now called the SWMP Plan, 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 201~~5~~4.

SECTION 3 –PUBLIC EDUCATION AND OUTREACH

3.1 PERMIT REQUIREMENTS AND DATES

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

3.2 CURRENT ACTIVITIES

The City ~~has~~ educated 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 via a stormwater knowledge survey.
- 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 to address any or all Best Management Practices (BMP) as outlined above/below:
 - Use of storage of automotive chemicals, hazardous cleaning supplies, carwash soaps and other hazardous materials.
 - Equipment maintenance.
 - Prevention of illicit discharges.
 - Yard care techniques protective of water quality.
 - Use and storage of pesticides and fertilizers and other household chemicals.
 - Carpet cleaning and auto repair and maintenance.
 - Vehicle, equipment and home/building maintenance.
 - Pet waste management and disposal.
 - LID principles and LID BMPs.
 - Stormwater facility maintenance.
 - Dumpster and trash compactor maintenance.

SECTION 4 – PUBLIC INVOLVEMENT AND PARTICIPATION

4.1 PERMIT REQUIREMENTS AND DATES

Section S5.C.2 of the Western Washington Phase II Municipal Stormwater Permit requires the City to provide ongoing opportunities for public involvement. The City will comply with applicable state and local public notice requirements in developing elements of the 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 Plan document and annual report on the City website.
- Provide opportunities for public involvement in the review of the stormwater comprehensive plan updates, SWMP Plan updates, changes to the stormwater utility charges, or other stormwater codes or similar environmental policies at the early consideration stages at the Public Works Committee level.
- Provide opportunities for public involvement and comment in the consideration of the SWMP Plan by holding a public hearing prior to adoption.
- Review the SWMP Plan with the Public Works Committee and receive public comments in a public hearing prior to adoption.
- Make the SWMP Plan, the annual report, and all other submittals required by the Phase II Permit, available to the public.
- Post the updated SWMP 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 k~~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 Update, as needed,~~ 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 ~~to the City's Municipal Separate Storm Sewer System (MS4)~~ from new development, redevelopment and construction site activities. Specific program components are outlined below.

- The City will continue with a program to reduce pollutants in stormwater runoff from new development, redevelopment and construction site activities. This program shall be applied to all sites as determined by Section 3 of Appendix 1 of the Permit. The program shall apply to private and public development, including new roads.
- 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 [in PermitTrax](#)

by inspectors. Routine inspections not set in PermitTrax will be tracked separately by Public Works maintenance staff.

- The City implements an enforcement strategy to respond to issues of non-compliance.
- The City implements a long-term 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.

Comment [SH1]: Moved to Section 7 as this is a maintenance item.

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 than those specified in Chapter 4 of Volume V of the DOE 2012 Stormwater Maintenance Manual for Western Washington (SWMMWW) by December 31, 2016. The purpose of the maintenance standard is to determine if maintenance is required and is not a measure of the facility's required condition at all times between inspections.
- 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 2013.
- 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 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'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 is trained prior to use in accordance with standard operating procedures for the facility.

7.3 PLANNED ACTIVITIES

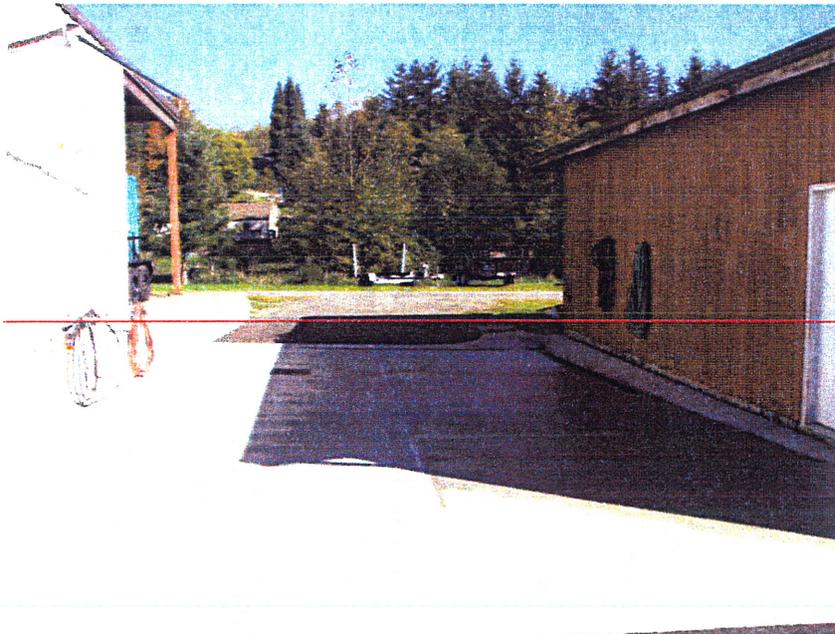
The City will continue with current activities to prevent pollution from municipal maintenance operations. The City is also working on completing the development of site and handling procedures for storage, processing, and reusing street and storm waste with assistance from the King County Solid Waste 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~~tries to sweep streets at least twice per year as budgets allow.

APPENDIX A RECENT STORMWATER ACCOMPLISHMENTS

Update of Stormwater Facilities Maps 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

~~IDDE~~ Stormwater 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 Diverting Stormwater to Infiltration Areas

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 vector 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.



| **APPENDIX A**
RECENT STORMWATER ACCOMPLISHMENTS

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: AB14-101 Resolution authorizing the Mayor to execute an agreement with LanguageLine to provide over the phone interpretation	Agenda Date: November 6, 2014	AB14-101
	Mayor Dave Gordon	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Community Development/Natural Resource– Aaron Nix	
	Finance – May Miller	
	MDRT & Economic Development – Andy Williamson	
Cost Impact (see also Fiscal Note) .98 per min	Parks/Natural Resources –	
Fund Source: PD Communication Budget	Police – Chief Kiblinger	X
Timeline:	Public Works – Seth Boettcher	
	Court Administrator – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution No. 14-985; Exhibit A - Agreement		
<p>SUMMARY STATEMENT:</p> <p>Valley Communications no longer provides the contract or link to LanguageLine Solutions; the company used for over the phone interpretation. This contract provides the same state Contracting pricing of .98 cents per minute. There is no set up fee, no monthly fee, only interpreter time that gets billed.</p> <p>FISCAL NOTE (Finance Department): The cost of the Language Line Solution will be covered in the Police Communication budget.</p>		
<p>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Safety Committee.</p>		
<p>RECOMMENDED ACTION: MOTION to adopt Resolution No. 14-985, authorizing the Mayor to execute an agreement with LanguageLine Solutions to provide over the phone interpretation.</p>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 6, 2014		

RESOLUTION NO. 14-985

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT
WITH LANGUAGELINE SOLUTIONS FOR OVER THE
PHONE INTERPRETATION

WHEREAS, the City of Black Diamond needs to have access to interpretive services when the need arises; and

WHEREAS, LanguageLine Solutions provides fully trained interpreters that can bridge the communication gap in over 170 languages;

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

Section 1. The Mayor is hereby authorized to execute an Agreement between the City of Black Diamond and LanguageLine Solutions for over the phone interpretation, substantially in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF NOVEMBER, 2014.

CITY OF BLACK DIAMOND:

Dave Gordon, Mayor

Attest:

Brenda L. Martinez, City Clerk



Attachment B
Client Contact and Profile

ENTERPRISE CONTRACT: Yes No

INITIAL TERM: Per Washington State Contract 03508c

CUSTOMER NUMBER: 1001

CUSTOMER NAME (Parent Company): State of Washington WSCA

CLIENT NAME (Affiliate): Black Diamond Police Department

Please complete both pages of this Attachment B and send a copy of it, the signed Agreement, a copy of your W-9 and if applicable a copy of your tax exempt certificate to LanguageLine Solutions, Attn: Contract Administration Department, 1 Lower Ragsdale Drive Building 2, Monterey, CA 93940.

OPERATIONS CONTACT

Name w/ Salutation: Click here to enter text.

Title: Click here to enter text.

Telephone: Click here to enter text.

Fax: Click here to enter text.

E-Mail: Click here to enter text.

Address: Click here to enter text.

City, State, Zip/Postal Code: Click here to enter text.

BILLING CONTACT

Same as operations contact

Name w/ Salutation: Click here to enter text.

Title: Click here to enter text.

Telephone: Click here to enter text.

Fax: Click here to enter text.

E-Mail: Click here to enter text.

Address: Click here to enter text.

City, State, Zip/Postal Code: Click here to enter text.

TRAINING CONTACT

Same as billing contact

Same as operations contact

Name w/ Salutation: Click here to enter text.

Title: Click here to enter text.

Telephone: Click here to enter text.

Fax: Click here to enter text.

E-Mail: Click here to enter text.

Address: Click here to enter text.

City, State, Zip/Postal Code: Click here to enter text.

PUBLIC RELATIONS CONTACT

Same as billing contact

Same as operations contact

Internal PR Contact

PR Firm Company



Attachment B Client Contact and Profile

Name w/ Salutation: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Telephone: [Click here to enter text.](#)

Fax: [Click here to enter text.](#)

E-Mail: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

City, State, Zip/Postal Code: [Click here to enter text.](#)

The following information is requested to create a customer profile of your organization. Under your industry, please check all activities that best describe your operations requiring language interpretation. The profile information is very important and will be used to better serve your interpretation needs. All the information that you provide is kept strictly confidential.

FINANCIAL

- Bank
 - Branch and Telephone
 - Online/Interactive
- Collections
- Consumer Credit
 - Auto Finance
 - Credit Card
 - Mortgage/Home Equity
 - Personal Loans
 - Personal Credit
- Fraud/Loss/Stolen
- Personal Investment (retirement, annuities)
- Telesales
- Technical Support
- Trust/Asset (benefit/retirement plan)

GOVERNMENT

- Corrections
- Court
- Disaster Relief
- Employment
- Health and Human Services (Medical)
- Immigration
- Insurance

Labor

- Military (Coast Guard, Army, Marines, etc.)
- Postal Services
- Poison Control
- Public Safety
 - 311 Non-emergencies
 - 911 Emergencies
 - Police/EMS
- Tax Services
- Transit (public transportation, vehicle services, etc.)
- Utilities (water, gas, electricity)

INSURANCE

- Claims Handling
 - Commercial
 - Property/Auto
 - Group Health
 - Group Life
 - Homeowner
 - Personal Auto
 - Personal Health
 - Personal Life
- Worker's Compensation
- Customer Service
- Sales
- Underwriting

MANUFACTURING

- Consumer
- Market Research
- Product Registration
- Purchase/Resale of Equipment
- Sales Call
- Technical/Product Support
- Technician
- Telemarketing/Catalog
- Warranties/Service Calls

MEDICAL/HEALTH CARE

- Appointments
- Call Center
- Emergency Room
- General Patient Care
- HMO
- Information Surveys
- Pharmacy
- Professional Consultation
- Medical Claims/Billing
- Social Services
- Telemarketing

PUBLIC UTILITIES

- Billing/Collections
- Customer Service
- Telemarketing

TELECOMMUNICATIONS

- Billing (credit/collections, etc.)
- Card Service (phone, calling card, credit card)
- Customer Service (post-sales activities)
- Fraud (fraudulent or annoyance investigation)
- Operator Service
- Repair
- Sales (sales support, activation)
- Technical Support
- Telemarketing

TRANSPORTATION/TRAVEL/HOSPITALITY

- Customer Service
- Operations
- Reservation

MISCELLANEOUS

- Consulting
- Entertainment
- Legal
 - Private Law Firm
 - Private Paralegal
- Non-profit Organization
- Real Estate
- Retail

Other: [Click here to enter text.](#)

The number of employees who will be trained to use the interpreter service (estimated): [Click here to enter text.](#)

Standard Industry Classification (SIC Code), if known: [Click here to enter text.](#)

Tax Exempt: No Yes. If yes, please include a copy of tax exempt letter or certificate with application.

If applicable please include a copy of your Purchase Order.

Your prompt return of this form and the signed Service Agreement (if applicable) will ensure a speedy activation of your account

If you have questions: email: customerservice@language.com or call 1-800-752-6096 or fax 1-800 821-9040

The person signing this agreement certifies that such person has read and acknowledged all terms and conditions, that he or she has read and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree the delivery of the signed service agreement by facsimile or e-mail shall have the same force and effect of execution and delivery as the original signature.

SIGNATURES

Language Line Services, Inc.

Customer Name: Black Diamond Police Department

Accepted by (signature): Click here to enter text.

Accepted by (signature): Click here to enter text.

Name: Click here to enter text.

Name (type or print): Click here to enter text.

Title: Click here to enter text.

Title (type or print): Click here to enter text.

Date: Click here to enter text.

Date: Click here to enter text.

Prepared by and date: Rick Cummings October 13, 2014



Attachment A1 Over-the-Phone Charges and Options

ENTERPRISE CONTRACT: Yes No CUSTOMER NUMBER: 1001

INITIAL TERM: Per Washington State Contract 03508c

CUSTOMER NAME State of Washington WSCA AFFILIATE NAME: Black Diamond Police Department

ENROLLMENT & SET-UP PACKAGES:

- One time set up charge for each client ID number, which includes a detailed monthly electronic statement...\$275(waived)
- Each subsequent client identification number with corresponding statement\$125(waived)

PER MINUTE USAGE CHARGES/RATES:

- Price per minute for Language Line Services is rounded to nearest six second increment

TIERS	LANGUAGES	PEAK*	NON-PEAK*
1	Spanish	\$.98	\$.98
2	Chinese (Mandarin and Cantonese), French, Japanese, Polish, Russian, Vietnamese	\$.98	\$.98
3	Armenian, Cambodian, German, Haitian Creole, Italian, Korean, Portuguese	\$.98	\$.98
4	Farsi, Tagalog, Thai, Urdu and all other languages	\$.98	\$.98

- * Peak = 5 a.m. - 5 p.m. Monday – Friday
- ** Non-Peak = 5 p.m. - 5 a.m. Monday - Friday, weekends, and holidays (New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas).
- There is no charge for standard toll-free access to Language Line Services.
- Per minute rates do not include international calls.

- VOLUME SURGE:** Language Line Services reserves the right to assess a 15% surcharge for months in which defined surges in volume occur unless the customer has notified Language Line Services two weeks in advance of the anticipated increase. A volume surge is defined as a 10% increase in minutes of use from the previous day and the amount of increase is over 5,000 minutes per day.
- Minimum charge per client identification number \$100 per client identification number(waived)
- Platform access per call \$0.25 per call(waived)
- FCC SURCHARGE AND FEES:** Fees to third party telecommunications service providers that Language Line Services has or will pay to these third parties: surcharges, fees, taxes, payments to the Universal Service Administrative Company (USAC).
- FINANCE CHARGE:** Applied to any past due balances. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law.

PLEASE NOTE: This document is the sole document that reflects pricing for your account. This document must be signed by an authorized representative from your company. Pricing is only final upon a signature by an authorized officer of Language Line Services. Pricing changes will be made on next full monthly billing cycle.

BILLING OPTIONS:

- Electronic Bill (includes call detail and summary report in XL) FREE
- Hierarchical Bill /Month \$30/month
- Custom billing fee (per invoice, per month) \$30/invoice/month
- Historical Invoices over 90 days (per monthly invoice requested)..... \$30/invoice/month



Attachment A1 Over-the-Phone Charges and Options

Paper Bill.....\$1.75(waived per contract)

CUSTOM REPORTING OPTIONS: (Web based Password protected reporting available at no charge)

Custom Report Set-up (per hour).....\$250/hour
 Custom report maintenance.....\$30/month

SERVICE OPTIONS: (Standard 800 line and greeting provided at no charge)

Custom 800 line maintenance.....\$30/month
 Custom 800 line set-up.....\$150
 Custom greeting maintenance.....\$30/month
 Custom greetings set-up.....\$50
 Custom recording for redirection of old/abandoned number set-up.....\$50
 Custom recording for redirection of old/abandoned number.....\$10/month
 Long distance dial out charge: Applied per dial out (in addition to per minute charges).....\$5

OPTIONAL TRAINING ASSISTANCE AND MATERIALS:

Buddy Tags (50 tags per set).....\$50(waived)
 Customized reference and support materials development (per hour).....\$179
 Desk top displays (each).....\$11(waived)
 Language identification cards (each set of 50).....\$49(waived)
 Posters (each).....\$10(waived)
 Quick Reference Guides Wallet Cards (0-50).....\$10(waived)
 Quick Reference Guide Postcards (0-50).....\$10(waived)
 Quick Reference Guides and Wallet Cards (each additional set of 50).....\$29(waived)
 Training / Awareness assistance (on site per day/per person).....\$500 or actual costs
 Training / Awareness assistance (telephone/per session).....\$125(waived)

OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME:

Applied per appointment.....\$100
 Cancellation per appointment will be charge \$200 for any missed appointment.....\$200 per missed appointment

The person signing this agreement certifies that such person has read and acknowledged all terms and conditions, that he or she has read and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree the delivery of the signed service agreement by facsimile or e-mail shall have the same force and effect of execution and delivery as the original signature.

SIGNATURES

Language Line Services, Inc. (section)

Customer Name: Black Diamond Police Department

Accepted by (signature): *LLS signs here*

Accepted by (signature):

Name:

Name (type or print):

Title:

Title (type or print):

Date:

Date:

Prepared by and date: Rick Cummings October 13, 2014

Federal laws prohibit discrimination of LEP individuals by law enforcement agencies that receive Federal assistance. In the law enforcement arena, a person's life, liberty, health, property, and safety can be at stake.

LEP plans are required to ensure the safety of police officers, victims, bystanders and other civilians. To support these efforts, the Department of Justice (DOJ) has provided law enforcement agencies with several tools and models to assist development of their LEP policies.

Federal Protections

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, provides that no person shall "on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Department of Justice regulations promulgated pursuant to section 602 forbid recipients from "utiliz [ing] criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program as respects individuals of a particular race, color, or national origin." 28 CFR 42.104(b)(2).

The work of law enforcement depends on fast, accurate communication of information, directives and instructions. With the U.S. population expanding in diversity, law enforcement officers may need language assistance in their interactions with victims, witnesses or suspects who do not speak English or are limited English proficient (LEP). The manner in which these interactions are handled has an impact on safety, investigations, and the effective administration of justice.

On December 18, 2002, the Assistant Attorney General for Civil Rights sent a letter to Department of Justice (DOJ) recipients of federal financial assistance and representative organizations, providing them with a copy of the most recent DOJ LEP Guidance and asking them to spread the word about the need to provide meaningful access to LEP individuals. Copies of these documents are available in the resources below.

The benefits of language-assistance services for particular LEP individuals, while not readily quantifiable in dollar units, can be significant. Improved access to law enforcement can substantially improve the health and quality of life of many LEP individuals and their families. In addition to the obligations of law enforcement agencies detailed in the updated DOJ Guidance Policy, the Department of Justice and other organizations have created several resources to assist law enforcement in their development of LEP Plans.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: AB14-102 Authorize the Mayor to execute a contract with RH2 Engineering, Inc. for preliminary investigation and engineering for the North Bank Artesian Spring Tap project.	Agenda Date: November 6, 2014	
	AB14-102	
	Mayor Dave Gordon	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Aaron Nix	
	Finance – May Miller	
	MDRT/Eco Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$81,300	Public Works – Seth Boettcher	X
Fund Source: WSFFA Partners	Court – Stephanie Metcalf	
Timeline: 2014-2015		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution 14-986; Contract and Exhibits		
SUMMARY STATEMENT: The City has had the Springs Rehabilitation project as a top priority for many years. The City has provided for the funding for this project through the Water Supply and Facilities Funding Agreement (WSFFA) with the large property owners within the City. Several initial investigations and studies have been completed. This project is to reconstruct the City's water source in order to address concerns from the Department of Health, address reliability issues, and increase the capacity of the Springs to fully use the City's water right. In the previous Springs study, it was found that the North Bank Artesian Spring Tap option was the lowest cost, had a higher reliability, and the aquifer is less vulnerable to surface contamination than rehabilitation of the south bank spring. City staff, the WSFFA funding partners, and the Public Works Committee agreed that the City should pursue the North Bank Artesian Spring Tap option. With this direction, City staff has negotiated a contract with RH2 Engineering, Inc. for the following services: <ul style="list-style-type: none"> • Outreach and coordination with resource agencies and stakeholders • Test the feasibility of pumping out of the north bank artesian spring • Process a change to the withdrawal location for the City's water right • Design the upgrade to the chlorination system • Preliminary design of the new point of diversion 		
FISCAL NOTE (Finance Department): Through the Water Supply and Facilities Funding Agreement (WSFFA), YarrowBay and Palmer Coking Coal are obligated to deposit the necessary funds to cover the cost of this project. City staff has sent a letter to the funding partners calling for the deposit of funds as required by the Water Supply and Facilities Funding Agreement.		

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution 14-986, authorizing the Mayor to execute a contract with RH2 Engineering, Inc. for preliminary investigation and engineering for the North Bank Artesian Spring Tap project.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 6, 2014		

RESOLUTION NO. 14-986

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH RH2 ENGINEERING, INC. FOR PRELIMINARY INVESTIGATION AND ENGINEERING FOR THE NORTH BANK ARTESIAN SPRING TAP PROJECT

WHEREAS, the City has researched options for maximizing the water right at the City's Springs site; and

WHEREAS, the North Bank Artesian Spring Tap option was selected as the best option for the City to maximize the water right and ensure reliability at the Springs; and

WHEREAS, RH2 Engineering, Inc. was selected as the City's on-call water engineering consultant; and

WHEREAS, RH2 Engineering, Inc. has the expertise and familiarity necessary to complete this work; and

WHEREAS, the costs of this project are covered by the Water Supply and Facilities Funding Agreement (WSFFA);

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

Section 1. The Mayor is hereby authorized to execute a contract with RH2 Engineering, Inc. for preliminary investigation and engineering for the North Bank Artesian Spring Tap project, substantially in the form attached hereto as Exhibit A.

Section 2. A notice to proceed will not be issued until funds are received from the WSFFA partners.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF NOVEMBER, 2014.

CITY OF BLACK DIAMOND:

Dave Gordon, Mayor

Attest:

Brenda L. Martinez, City Clerk

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF BLACK DIAMOND AND
RH2 ENGINEERING, INC.**

THIS AGREEMENT is made by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and RH2 ENGINEERING, INC., (hereinafter the "Consultant,") a corporation organized under the laws of the State of Washington located and doing business at 22722 29th Drive SE, Suite 210, Bothell, WA 98021.

RECITALS

WHEREAS, the City does not have sufficient staff resources to provide preliminary investigation and engineering for the North Bank Artesian Spring Tap project; and

WHEREAS, the Consultant has agreed to provide preliminary investigation and engineering for the North Bank Artesian Spring Tap project as described herein; and

WHEREAS, RH2 Engineering, Inc. was selected as the City's on-call water engineering consultant;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work.

The Consultant shall perform all work described in Exhibit A, which is attached hereto and incorporated herein by this reference.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Eighty-one thousand three hundred Dollars (\$81,300.00) for the services described in Section I herein and as attached hereto as Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in

this Agreement. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that Task 4 shall be completed by March 31, 2015. It is understood that the implementation schedule for the other tasks will depend on the responsiveness of other agencies and therefore no time limit has been set for the other tasks. RH2 and the City both commit to moving forward with the other tasks as expeditiously as practical.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Exhibit A. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all

records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

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

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

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and

2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and

3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within ten (10) working days of the City's deductible payment.

D. The City of Black Diamond shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Subsection B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Black Diamond at least thirty (30) days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to Independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be

done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use In connection with the work.

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor or Administrator's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

CITY:

Attn: _____
City of Black Diamond
P.O. Box 599
24301 Roberts Drive
Black Diamond, WA 98010

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

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

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2014.

CONSULTANT

CITY OF BLACK DIAMOND

By: _____
Its

By: _____
Dave Gordon, Mayor

Consultant: _____

APPROVED AS TO FORM:

City Attorney's Office

ATTEST:

City Clerk

EXHIBIT A
Scope of Work
City of Black Diamond
North Bank Artesian Spring Tap
October 2014

Background

Planning for future growth by the City of Black Diamond (City) has included various water supply options for the Black Diamond Springs, a source of municipal supply with a maximum instantaneous diversion of 8 cubic feet per second (cfs) and a maximum annual withdrawal of 551 acre-feet per year (AFY) authorized by water certificate S1-00506C. A Preliminary Alternatives Analysis (RH2 Engineering, Inc. [RH2], February 2014) compared two water supply alternatives including rehabilitating the existing spring source and moving to a source on the north side of the Green River. Both alternatives would provide cost effective, sustainable, and reasonably secure sources of water for municipal supply. The City has decided to further investigate the feasibility of taking water from a source on the North Bank of the Green River. This water emanates from an old air shaft associated with a coal mine, which in this document is referred to as the North Bank Artesian Spring.

This scope of work presents the initial tasks for the North Bank Artesian Spring Tap preliminary engineering which includes: facilitating discussion between the City and stakeholders in the Green River watershed; confirming the availability, quality, and sustainability of groundwater for municipal supply; supporting the water right change process to relocate the source of water from the Black Diamond Springs location to the proposed north bank location; preparing preliminary conceptual design of how the new diversion facility will be incorporated into the existing City system; and providing a complete design for an upgraded chlorination system.

Task 1 – Water Quality Testing and Stakeholder Outreach and Coordination

Initial water quality testing will confirm the preliminary feasibility of using a north bank source of supply. Given the number of stakeholders that will be interested in the proposed water right change, the first task involves stakeholder outreach and coordination that will facilitate the water right change process and well construction.

Objective: Initial water quality testing. Communicate and collaborate with stakeholders to inform them of the City's plans and provide Ecology with sufficient documentation to justify priority processing of the proposed water right change application.

Approach:

- 1.1 Collect a sample of water discharging from the North Bank Artesian Spring and submit to an accredited laboratory for analysis of drinking water parameters. Communicate findings and recommendations to the City. This sample will be used to determine if there are any critical water quality issues that would impact the decision to move forward with this project.
- 1.2 Install a gage and pressure transducer to continuously measure discharge from the North Bank Artesian Spring for 4 months. Periodically measure flow and level to develop a rating curve for the discharge.
- 1.3 Review and compile existing geologic and water right information to support change application and discussions with stakeholders.

- 1.4 Meet with City staff to establish possible points of negotiation to foster stakeholder support of the proposed water right change.
- 1.5 Prepare materials and agenda for a pre-application meetings with the Muckleshoot Tribe, Washington Department of Fish and Wildlife (WDFW), Washington Department of Health (DOH), Washington State Parks (Parks), King County (County), and Ecology.
- 1.6 Facilitate meeting with the City and Muckleshoot Tribe to discuss the proposed change and solicit opinions.
- 1.7 Communicate with WDFW to discuss the proposed change and solicit opinions.
- 1.8 Communicate with DOH to discuss the proposed change.
- 1.9 Facilitate a meeting with Parks to negotiate a right-of-entry permit for site exploration and springs testing.
- 1.10 Communicate with the County to discuss the proposed change and solicit opinions.
- 1.11 Prepare summary memorandum documenting issues discussed in stakeholder meetings that relate to the water right change application. Submit memorandum for review by all stakeholders.
- 1.12 Prepare the Water Right Pre-Application Consultation Form for submittal to Ecology.
- 1.13 Participate in pre-application meeting with the City and Ecology.
- 1.14 Based on input received from Ecology at the pre-application meeting, prepare the water right change application with cover letter for submittal to Ecology.

Assumptions:

- *The representative for each stakeholder will be able to meet and commit to either support, or not oppose, the water right change. Ecology will agree to process the change application internally through priority processing.*

Provided by City:

- Submittal of water quality samples collected to the lab of choice and payment of laboratory fees.
- Review of pre-application meeting documentation prepared by RH2.
- Attendance at a meeting with RH2 and the Muckleshoot Tribe.
- Attendance at a meeting with RH2 and Parks.
- Attendance at a pre-application meeting with RH2 and Ecology.
- Necessary signatures on the water right change application.

RH2 Deliverables:

- Water quality testing results and recommendation memo.
- Water Right Pre-Application Consultation Form.
- Meeting agendas and meeting materials describing the proposed water right change.
- Summary memorandum documenting stakeholder meetings.

- Completed water right change application.
- Draft preliminary permit for Ecology review.

Task 2 – Test Feasibility of Pumping from the North Bank Artesian Spring

Groundwater constantly discharges from the North Bank Artesian Spring and flows into the Green River. This task tests the feasibility of installing a pump within the air shaft to withdraw water for municipal supply and to evaluate the yield and quality of water discharging from the air shaft and its associated underground network of mine shafts.

Objective: Install temporary pumping equipment into the North Bank Artesian Spring to evaluate the production capacity from the shaft, the potential depth of a pump intake, and the potential quality of discharge water.

Approach:

- 2.1 Prepare technical and non-technical bid specifications for creating temporary access, temporary removal/replacement of the protective cage, installation of testing equipment, and flow testing.
- 2.2 Prepare an engineer's estimate for construction and testing.
- 2.3 Assist the City during bidding and award, including response to bidder questions and addenda if necessary.
- 2.4 Prepare and submit a Joint Aquatic Resources Permit Application (JARPA) to WDFW requesting to discharge test water into the Green River.
- 2.5 Provide part-time construction observation. Assume 2 full days on-site.
- 2.6 Provide part-time oversight of pump testing. A hydrogeologist will be on-site for a 4-hour step-rate test and for 16 hours of a 24-hour constant-rate test. Collect water quality samples for field and laboratory analysis, including microscopic particulate analysis (MPA) to test for the potential for groundwater under the influence of surface water, measure groundwater levels in and discharge from the North Bank Artesian Spring, and discharge from the pump. Collect a sample of water discharging from the North Bank Artesian Spring and submit to an accredited laboratory for analysis of drinking water parameters. Communicate findings and recommendations to the City.
- 2.7 Prepare a testing report describing field activities and feasibility of direct withdrawal of municipal supply from the North Bank Artesian Spring.
- 2.8 Present testing results in a meeting with the City.

Assumptions:

- *Right-of-entry access can be obtained from Parks to gain access to, temporarily open, and test pump from the North Bank Artesian Spring.*
- *The City will conduct overall construction management and daily construction observation.*
- *The City will process Contractor requests for payment.*
- *The City will perform final completion and closeout of the project with the Contractor.*

Provided by City:

- Pre-construction meeting conference room, meeting facilitation, and preparing meeting minutes.
- Review and comment on the bid documents.
- SEPA checklist and threshold determination.
- Submittal of water quality samples collected to the lab of choice and payment of laboratory fees.

RH2 Deliverables:

- Bid documents (10 sets) for constructing access and providing pumping equipment.
- Addenda if required.
- Request for information (RFI) review and response.
- Contractor submittals review and response.
- Report summarizing findings of pump testing and water quality analysis.

Task 3 – Support Processing of the Water Right Change Application

Ecology will review the City's application and consider stakeholder comments. RH2 will facilitate the process by providing background information and response to technical questions regarding hydrogeologic conditions and well operation.

Objective: Provide technical support to the City during Ecology's processing of the change application.

Approach:

- 3.1 RH2 will participate in meetings, communication, technical analysis, and documentation to support Ecology's review and processing of the application.

Assumptions:

- *Ecology will process the change application internally through priority processing.*

Task 4 – Design Upgraded Chlorination System

The City needs to upgrade its existing chlorination system, located at the north bank pump facility, to disinfect the current water supply and the increased flow rate anticipated from the updates discussed in this scope of work.

Objective: Provide a design that will be installed by City staff.

Approach:

- 4.1 RH2 will review the space available in the existing north bank pump facility to be utilized for the upgraded chlorination system. Evaluate power capacity and telemetry needs.
- 4.2 Review water quality parameters and conditions to determine appropriate chlorination system for the required dosing.

- 4.3 Design a system that can be readily installed by City staff and coordinate with City staff on installation details.
- 4.4 Prepare documentation necessary for DOH project approval.

RH2 Deliverables:

- Plans and technical specifications for the chlorination system upgrade.
- Documentation to obtain project approval from DOH.

Task 5 – Preliminary Design of New Point of Diversion

Provide recommendations on how to inexpensively and reliably equip the North Bank Artesian Spring for production.

Objective: Consider possible alternatives and provide a recommendations to the City on how to pump water from the North Bank Artesian Spring.

Approach:

- 5.1 Consider different alternatives regarding how to pump and deliver water from the North Bank Artesian Spring to the City.
- 5.2 Evaluate pump sizing requirements to pump water from the north bank to the City's system.
- 5.3 Prepare a schematic pumping facility layout for the recommended solution.
- 5.4 Identify permits that will be needed for the pumping facility.
- 5.5 Provide a planning level cost estimate for the recommended design.
- 5.6 Prepare a preliminary design memorandum.

Assumptions:

- *Recommended pumping plant, pipeline alignment, and control system can be permitted and necessary easements or property acquisition can be made.*

RH2 Deliverables:

- Memorandum documenting the proposed design for a North Bank Artesian Spring pumping facility and control systems.

Project Schedule

Task 1 should be accomplished within 6 months, but actual time will depend on availability and participation of the various stakeholders. Task 2 should be accomplished within 6 months following completion of Task 1, but actual time will depend on negotiations for site access, WDFW permission to discharge test water to the Green River and the contractor's schedule. Task 3 will depend on Ecology staff's availability to process the change application. Task 4 will proceed once water quality of the source is known. Task 5 will proceed once Tasks 1 and 2 are complete. The total project is expected to be complete within 2 years from the authorization date.

EXHIBIT B
 City of Black Diamond
 North Bank Artesian Spring Tap - Phase 1

Estimate of Time and Expense

Description Classification	Principal		Project Manager		Staff Engineer		Project Engineer		Senior Hydrogeologist		Project Hydrogeologist & Water Rights		Environmental Permitting Specialist		Word Processor		Total Hours	Total Labor	Total Expense	Total Cost	
	Professional IX	Professional VII	Professional III	Professional III	Professional VI	Professional V	Professional IV	Administrative III													
Task 1 Stakeholder Outreach and Coordination																					
1.1 Collect water samples																		4	\$ 708	\$ 251	\$ 959
1.2 Install data logger and measure discharge																		12	\$ 2,124	\$ 1,800	\$ 3,924
1.3 Assemble documentation on geology and water rights																		12	\$ 2,178	\$ 119	\$ 2,297
1.4 Determine City negotiating points	6																	9	\$ 1,785	\$ 78	\$ 1,863
1.5 Prepare meeting agenda and material																		16	\$ 2,662	\$ 101	\$ 2,763
1.6 Facilitate meeting with Tribe																		4	\$ 708	\$ 85	\$ 793
1.7 Communicate with WDFW																		2	\$ 354	\$ 9	\$ 363
1.8 Communicate with DOH	6																	12	\$ 2,316	\$ 125	\$ 2,441
1.9 Facilitate meeting with Parks																		18	\$ 3,258	\$ 157	\$ 3,415
1.10 Communicate with County	4																	10	\$ 1,818	\$ 45	\$ 1,863
1.11 Prepare summary memorandum																		8	\$ 1,308	\$ 62	\$ 1,370
1.12 Prepare water right pre-application consultation form																		3	\$ 445	\$ 16	\$ 461
1.13 Facilitate pre-application meeting with Ecology	4																	8	\$ 1,544	\$ 95	\$ 1,639
1.14 Prepare water right change application																		5	\$ 799	\$ 49	\$ 848
Subtotal	30				14				8		65					6	123	\$ 22,007	\$ 2,993	\$ 25,000	
Task 2 Test Feasibility of Pumping from the North Bank Artesian Spring																					
2.1 Prepare specifications for testing	2																	30	\$ 4,942	\$ 389	\$ 5,331
2.2 Prepare engineer's estimate for testing	1																	2	\$ 366	\$ 9	\$ 375
2.3 Assist City during bidding	2																	5	\$ 823	\$ 30	\$ 853
2.4 Prepare and submit JARPA to request HPA from WDFW	2																	40	\$ 6,687	\$ 611	\$ 7,298
2.5 Provide part-time construction observation	2																	20	\$ 3,340	\$ 251	\$ 3,591
2.6 Provide part-time pump test observation	2																	22	\$ 3,894	\$ 565	\$ 4,459
2.7 Prepare testing report	2																	18	\$ 3,096	\$ 142	\$ 3,238
2.8 Present testing results to the City	4																	10	\$ 1,726	\$ 111	\$ 1,837
Subtotal	13				25				11		58					10	147	\$ 24,874	\$ 2,106	\$ 26,980	
Task 3 Support Processing of the Water Right Change Application																					
3.1 Respond to questions from Ecology during processing	2																	26	\$ 4,702	\$ 118	\$ 4,820
Subtotal	2								4		20						26	\$ 4,702	\$ 118	\$ 4,820	
Task 4 Design Upgraded Chlorination System																					
4.1 Evaluate upgrading chlorination system	1																	12	\$ 2,148	\$ 231	\$ 2,379
4.2 Evaluate appropriate chlorination system	2																	11	\$ 1,867	\$ 47	\$ 1,914
4.3 Design chlorination system	2																	26	\$ 4,362	\$ 734	\$ 5,096
4.4 Prepare project report documentation for DOH	2																	24	\$ 3,916	\$ 445	\$ 4,361
Subtotal	5										50						73	\$ 12,293	\$ 1,457	\$ 13,750	
Task 5 Preliminary Design of New Point of Diversion																					
5.1 Consider different pumping and delivery alternatives	3																	22	\$ 3,738	\$ 758	\$ 3,996
5.2 Evaluate pump sizing	2																	10	\$ 1,674	\$ 152	\$ 1,826
5.3 Prepare schematic facility layout	2																	11	\$ 1,765	\$ 317	\$ 2,082
5.4 Identify permits needed	1																	5	\$ 857	\$ 110	\$ 967
5.5 Provide planning level cost estimate	1																	3	\$ 523	\$ 43	\$ 566
5.6 Prepare preliminary design memorandum	2																	8	\$ 1,228	\$ 86	\$ 1,314
Subtotal	16										36						59	\$ 9,785	\$ 985	\$ 10,750	
PROJECT TOTAL	66								23		143					23	428	\$ 73,661	\$ 7,639	\$ 81,300	

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: AB14-103 Resolution adopting the 2015-2020 Capital Improvement Plan	Agenda Date: November 6, 2014	
	AB14-103	
	Mayor Dave Gordon	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Community Development/Natural Resource– Aaron Nix	
	Finance – May Miller	X
	MDRT & Economic Development – Andy Williamson	
	Cost Impact (see also Fiscal Note):	Parks/Natural Resources –
Fund Source: Various	Police – Chief Kiblinger	
Timeline:	Public Works – Seth Boettcher	
	Court Administrator – Stephanie Metcalf	

Agenda Placement: Mayor Two Councilmembers Committee Chair City Administrator

Attachments: Exhibit A-2015-2020 Capital Improvement Plan document

SUMMARY STATEMENT:

The 2015-2020 annual update of the cities Capital Improvement Plan began on March 10, 2014, Departments developed detailed project requests from projects in this time period which included supporting revenue sources for each project. This process included meetings with departments and administration to finalize a preliminary document.

Meetings were then held with Council Committees on: April 4, 2014 with Public Works Committee, April 10, 2014 and April 24 with Finance Committee, April 11, 2014 with Public Safety Committee, and April 18, 2014 with Parks Committee. Changes suggested by the committees were incorporated into a revised 2015-2020 Capital Improvement Plan.

The Preliminary Capital Improvement Plan was then reviewed by the entire Council at their workstudies on May 8, 2014, June 10, 2014 and July 10, 2014. A public Hearing was held on June 19, 2014. During their July 10, 2014 workstudy meeting, council established their nine priority projects and these are listed on page three of the document.

The 2015-2020 Capital Improvement Plan needs to be adopted by Resolution, so departments can refer to this resolution number as they apply for grants. This is a plan, not a Budget Document. The 2015 projects will be reviewed again before they are included in the 2015 Budget.

FISCAL NOTE (Finance Department):

Each Capital Project includes the expected Revenue sources needed to fund that project. The 2015 projects Revenues and Expenditures are then included in the preliminary 2015 Budget document.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: the Finance Committee reviewed the 2015-2020 Capital Improvement Plan at their October 30, 2014 meeting.

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 14-987 adopting the 2015 – 2020 Capital Improvement Plan.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 6, 2014		

RESOLUTION NO. 14-987

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY WASHINGTON, ADOPTING A CAPITAL IMPROVEMENT PLAN FOR THE YEARS 2015-2020

WHEREAS, the City of Black Diamond is required by State law and Chapter 3.60 of the Black Diamond Municipal Code to prepare and adopt a multi-year plan, updated annually, that contains the City's future Capital Improvement Projects and the recommended methods of funding those projects; and

WHEREAS, the City's Capital Improvements Plan has been updated to address the current capital facilities needs and priorities of the City for the years 2015-2020; and

WHEREAS, the City Council has selected their top nine priorities for 2015; and

WHEREAS, the annual update is also annual supplemental information to the Capital Element portion of Black Diamond's Comp Plan for Transportation, Water, Sewer, Stormwater and other Capital Elements; and

WHEREAS, the City Council of the City of Black Diamond held a public hearing on the proposed 2015-2020 Capital Improvement Plan on June 19, 2014;

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

Section 1. The City Council does hereby approve the 2015 – 2020 Capital Improvements Plan, a copy of which is attached as Exhibit "A" and incorporated herein by reference.

ADOPTED by the City Council at an open meeting on the 6th day of November 2014.

Dave Gordon, Mayor

Attest:

Brenda L. Martinez, City Clerk



City of Black Diamond



Capital Improvement Final Plan

2015 – 2020

Revised 10/23/2014

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Overview of the Capital Improvement Plan

What is the Capital Improvement Plan?

The Capital Improvement Plan (CIP) is a document that lays out a six-year road map identifying present and future capital and infrastructure needs for the City. Generally speaking, capital improvements are expensive and some projects cover multiple years, so carefully planning and managing Black Diamond's capital projects together is an important part of city management. For citizens, it is an investment in the future of our community.

Because the CIP is a plan rather than a budget, actual authorization for capital project spending for the upcoming year occurs when City Council adopts the Annual Budget in December.

Having the long range capital plan completed before the annual operating budget is developed helps management better incorporate both short and long term planning.

This CIP document contains the major public facility improvements that will be implemented over the next six fiscal years. The projects are consistent with City Council priorities and address the needs for the acquisition, rehabilitation, and expansion of the City's infrastructure and capital assets. Identifying capital projects and their anticipated funding sources assists in the planning and scheduling of finances for projects and the manpower needed to plan, design and construct the projects.

Capital Projects are listed in the CIP by number, according to each major program area. For each project there is an estimated start and completion date that has been projected by the city department in charge of the improvement. The CIP also defines the total cost of the project and the amount allocated to the project for each year of the plan. Examples of projects in Black Diamond's six-year CIP include street rehabilitation, water projects, wastewater facilities, park improvements, a fire station and equipment, police capital needs, and public building construction and improvement. Land purchases are also included in CIP planning since land is considered a capital asset.

How are projects in the Capital Improvement Plan paid for?

The CIP process involves balancing desired capital improvements that compete for scarce financial resources. Generally, funding for capital improvements is provided through Real Estate Excise Tax revenue (REET), capital reserves, public trust fund loans, grants, impact fees and developer funding.

Real estate excise taxes (REET) are collected from property sales within the city limits and are earmarked specifically for capital projects. However in order to spend that money, a jurisdiction must have the project identified in a Capital Improvement Plan. So not only is the CIP a great overall planning tool for the City, it is also required in order to access REET monies.

Additionally, historical documentation of need is usually required when applying for grants. This need is documented in the CIP, as some projects get 'pushed out' from one year to the next due to lack of adequate funding.

Since 2007 property sales and prices have dropped in Black Diamond. This has reduced the REET funds available for capital improvements quite dramatically, causing more projects to be delayed in the plan.

Types of Capital Projects

Capital projects are essential to the delivery of many of Black Diamond's core services. The capital projects in each major department are described below.

- Transportation The road system in Black Diamond is a vital infrastructure to city residents, visitors and commuters. This infrastructure includes roads, bridges, bike lanes and sidewalks. The responsibility for the funding and construction of transportation infrastructure is usually shared with developers in the form of impact fees, as new development has need for additional transportation improvements. A good deal of funding for street improvement comes from Real Estate Excise Taxes.
- Parks and Recreation There are regional and local parks in Black Diamond as well as bike and hiking trails, a skate park and a BMX Course. Outdoor enthusiasts choose to live in Black Diamond for the natural beauty of the surroundings and sporting opportunities. Park improvements are primarily financed by real estate excise taxes, grants and developer contributions.
- Utilities The City provides water, sewer and stormwater utility services to residents and businesses. Capital Facilities include sewer treatment facilities, transmission systems and storm water detention facilities. Developers contribute to these projects, as growth requires infrastructure expansion. Capital reserves, grants, loans and Real Estate Excise Taxes also provide funding for utilities in Black Diamond.
- Public Safety Capital facilities and equipment are required to deliver core City services of Police and Fire. These facilities include the fire and police stations, vehicles and major equipment. Funding for these capital projects largely comes from Real Estate Excise Taxes and reserves.
- General Capital The City is responsible for funding the construction and maintenance of city buildings and facilities. Included are technological capital projects that provide better services and communication at the City. These capital costs are largely funded through Real Estate Excise Taxes.

Growth Management Act and Land Use Policies

Comprehensive planning is required in Washington State since the Growth Management Act (GMA) was adopted by the legislature in 1990. The objective of the Act is to limit sprawl, protect sensitive areas and promote efficient and effective delivery of public services by concentrating population, industry and public services in urban areas. The City is anticipating two development areas in Black Diamond, The Villages and Lawson Hills. These planned developments have a huge impact on the City's Capital Improvement Program, as up to 6,000 new homes may be built eventually in those new neighborhoods.

Level of Service

The number and type of capital facilities needed to serve Black Diamond is directly related to the level of public service provided. The level of service is established by City Council and the City's Comprehensive Plan.

Maintenance and Funding Constraints

Once completed and placed in service, capital facilities must be maintained. Funding for the maintenance of capital projects for City Utilities are funded with user fees in the respective operating budgets. Maintenance funding for projects are funded through current operations, not the capital budget. For that reason the availability of funding for future maintenance must be considered when preparing the capital budget.

Development and Approval Process

The Capital Improvement Plan is updated annually. Each year individual projects are submitted by department directors. They use a template provided by Finance staff. These requests include an update of current projects and projections on new projects and anticipated costs. Each project must have specific funding sources identified. The Mayor, Finance Director and management meet to balance projects to available funding. After several Council Committee meetings, workstudy sessions, a public hearing, the proposed plan is brought before Council for approval.

Council Priorities

The Black Diamond City Council has established the following priorities for the 2015 – 2020 Capital Improvement Plan:

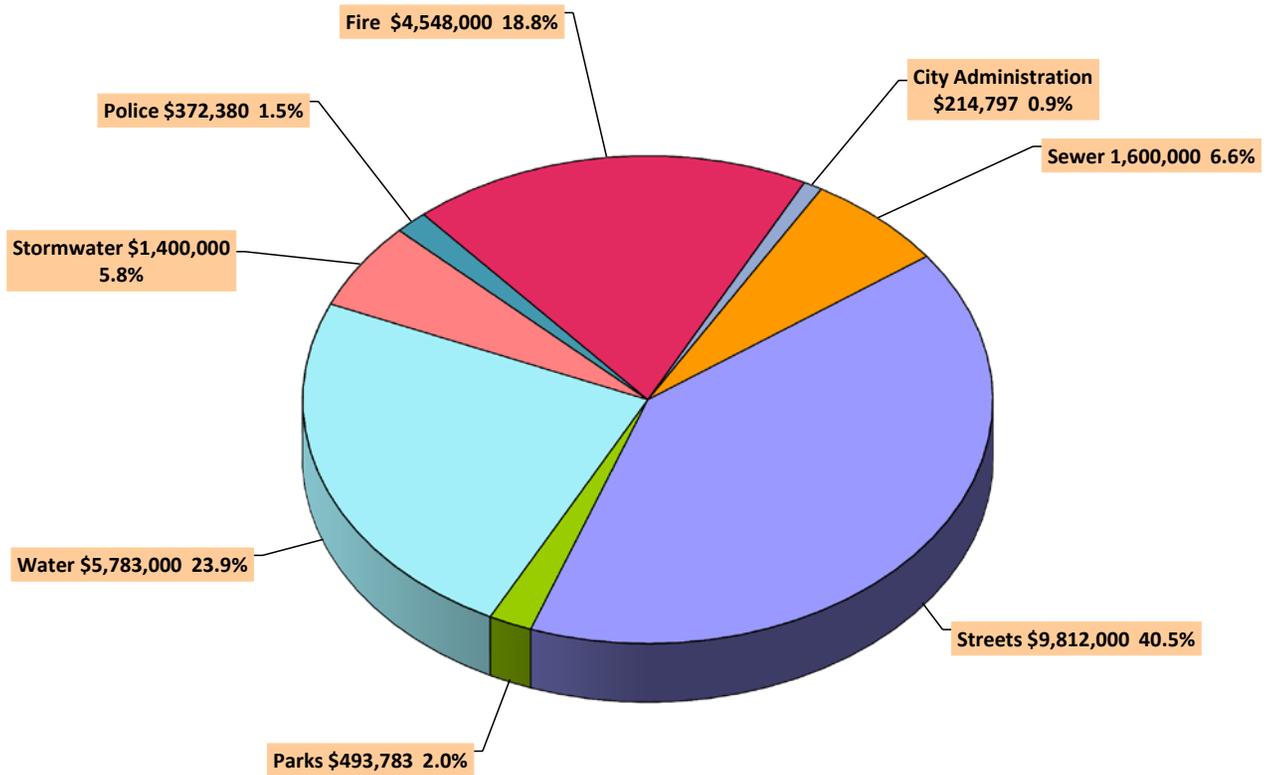
- T2 Roberts Drive/State Rt 169 Roundabout
- T5 Lawson Street Sidewalk Phase II
- W1 Springs & Transmission Reconstruction
- W8 Asbestos Water Main Replacement Program
- W9 0.5 Million Gallon Water Reservoir Recoat
- D2 North Commercial & SR 169 Stormwater Treatment Pond
- F1 Replace Primary Fire Engine 98
- F5 New Fire Station & Equipment
- P1 Ginder Creek Trail & Site Restoration

Capital Improvement Plan 2015 - 2020

Total Summary by Department (includes debt payments)

CAPITAL PROJECTS							
Departments	Total \$ Project 2015 - 2020	2015	2016	2017	2018	2019	2020
Street Department	9,812,000	517,000	1,420,000	209,000	366,000	2,150,000	5,150,000
Water Department	5,783,000	367,000	590,000	2,381,000	65,000	1,120,000	1,260,000
Sewer Department	1,600,000	35,000	35,000	70,000	330,000	555,000	575,000
Stormwater Department	1,400,000	10,000	160,000	1,110,000	10,000	50,000	60,000
Parks and Recreation	493,783	82,783	10,500	32,000	26,500	79,000	263,000
Police Department	372,380	36,290	37,041	73,551	67,018	77,339	81,141
Fire Department	4,548,000	385,000	20,000	18,000	125,000	4,000,000	
City Administration	214,797	33,909	30,068	31,418	60,959	29,184	29,259
TOTAL Project COSTS	\$24,223,960	\$1,466,982	\$2,302,608	\$3,924,969	\$1,050,478	\$8,060,523	\$7,418,400

Total CIP: 24,223,960

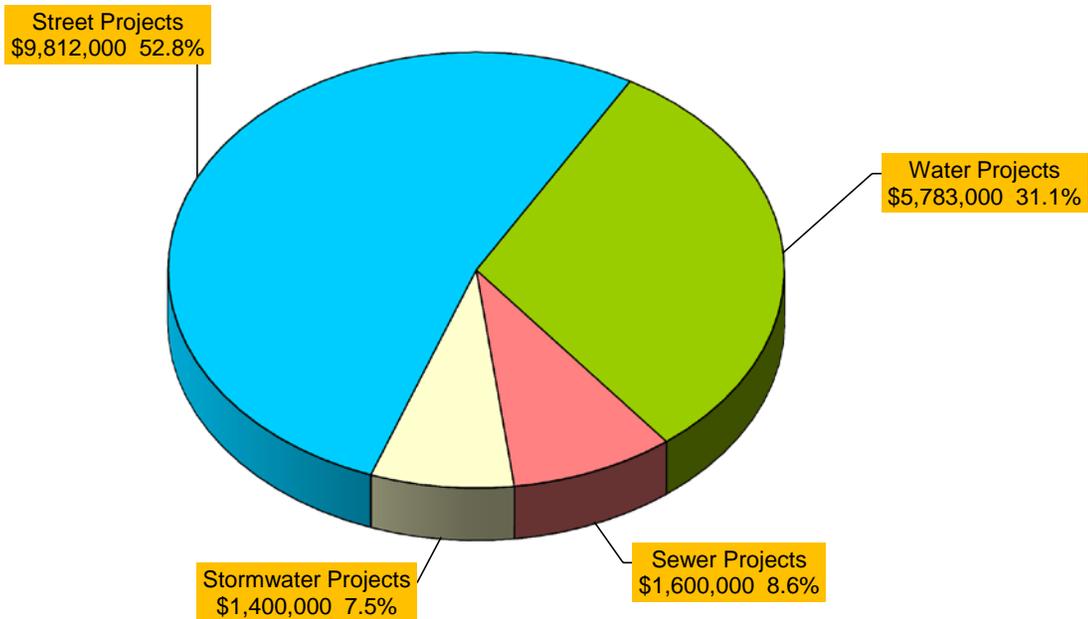


Public Works Fund Summary

Capital Improvement Plan 2015 - 2020

Funds	Total \$ Project 2015 - 2020	2015	2016	2017	2018	2019	2020
Street Projects	9,812,000	517,000	1,420,000	209,000	366,000	2,150,000	5,150,000
Water Projects	5,783,000	367,000	590,000	2,381,000	65,000	1,120,000	1,260,000
Sewer Projects	1,600,000	35,000	35,000	70,000	330,000	555,000	575,000
Stormwater Projects	1,400,000	10,000	160,000	1,110,000	10,000	50,000	60,000
TOTAL Project COSTS	\$ 18,595,000	\$929,000	\$2,205,000	\$3,770,000	\$771,000	\$3,875,000	\$7,045,000

Public Works CIP by Fund
Total: \$18,595,000



CIP Public Works Summary Capital Improvement Plan 2015 - 2020

		Total \$ Project 2015 - 2020	2015	2016	2017	2018	2019	2020
STREET PROJECTS								
T1	General Street Improvement	180,000	30,000	30,000	30,000	30,000	30,000	30,000
T2	Roberts Drive/State Rt 169 Roundabout	7,070,000				210,000	1,790,000	5,070,000
T3	Roberts Drive Rehabilitation	1,520,000	305,000	1,215,000				
T4	Grant Matching Fund	240,000	40,000	40,000	40,000	40,000	40,000	40,000
T5	Lawson Street Sidewalk Phase II	356,000				76,000	280,000	
T6	Jones Lake Road	122,000	122,000					
T7	228th & 224th & 216th Chip Seal	129,000			129,000			
T10	Sidewalk Safety	135,000	10,000	125,000				
(T)ER	Equipment Replacement	60,000	10,000	10,000	10,000	10,000	10,000	10,000
STREET PROJECTS		9,812,000	517,000	1,420,000	209,000	366,000	2,150,000	5,150,000
WATER PROJECTS								
W1	Springs & Transmission Reconstruction	2,916,000	120,000	480,000	2,316,000			
W3	Salmon Enhancement & Green Energy	1,415,000		45,000	55,000	55,000	210,000	1,050,000
W4	Fire Flow Loop - North Commercial Area	800,000					800,000	
W6	Water Comprehensive Plan Update	135,000	80,000	55,000				
W7	4.3 Mil Gal Tank Maintenance & Repairs	30,000					30,000	
W8	Asbestos Water Main Replacement Program	270,000					70,000	200,000
W9	0.5 MG Water Reservoir Recoat	157,000	157,000					
(W)ER	Equipment Replacement	60,000	10,000	10,000	10,000	10,000	10,000	10,000
WATER PROJECTS		5,783,000	367,000	590,000	2,381,000	65,000	1,120,000	1,260,000
SEWER PROJECTS								
S1	Infiltration and Inflow Reduction Program	150,000	25,000	25,000	25,000	25,000	25,000	25,000
S2	Public Works Facilities and Equipment	600,000					500,000	100,000
S3	Morganville Force Main Reroute	460,000					20,000	440,000
S4	Cedarbrook Sewer Main	330,000			35,000	295,000		
(S)ER	Equipment Replacement	60,000	10,000	10,000	10,000	10,000	10,000	10,000
SEWER PROJECTS		1,600,000	35,000	35,000	70,000	330,000	555,000	575,000
STORMWATER PROJECTS								
D1	Cov. Creek Culvert; Safety and Salmon Imp.	320,000		70,000	250,000			
D2	North Commercial and SR 169 Stormwater Treatment Pond	870,000		20,000	850,000			
D4	Ginder Creek Headwall	90,000					40,000	50,000
D6	Lawson Hills Estates Storm Pond	60,000		60,000				
(D)ER	Equipment Replacement	60,000	10,000	10,000	10,000	10,000	10,000	10,000
STORMWATER PROJECTS		1,400,000	10,000	160,000	1,110,000	10,000	50,000	60,000
TOTAL PUBLIC WORKS CAPITAL PROJECTS		18,595,000	929,000	2,205,000	3,770,000	771,000	3,875,000	7,045,000

CIP Public Works Summary FUNDING SUMMARY

Capital Improvement Plan 2015 - 2020		Total \$ Project 2015 - 2020	2015	2016	2017	2018	2019	2020
REET II Funding								
T1	General Street Improvement	180,000	30,000	30,000	30,000	30,000	30,000	30,000
T4	Grant Matching Fund	240,000	40,000	40,000	40,000	40,000	40,000	40,000
W9	0.5 MG Water Reservoir Recoat	10,000	10,000					
Total REET II Funding		430,000	80,000	70,000	70,000	70,000	70,000	70,000
Water Rates								
W6	Water Comprehensive Plan Update	80,000	80,000					
W7	4.3 Mil Gal Tank Maintenance & Repairs	30,000					30,000	
Total Water Rates		110,000	80,000				30,000	
Water Connection Fees								
W4	Fire Flow Loop - North Commercial Area	800,000					800,000	
Total Water Connection Fees		800,000					800,000	
Sewer Connection Fees/Reserves								
S1	Infiltration and Inflow Reduction Program	150,000	25,000	25,000	25,000	25,000	25,000	25,000
S3	Morganville Force Main Reroute	20,000					20,000	
Total Sewer Connection Fees/Reserves		170,000	25,000	25,000	25,000	25,000	45,000	25,000
Stormwater Funding								
D4	Lawson Hills Estates Storm Pond	60,000		60,000				
Total Stormwater Funding		60,000		60,000				
Developer, Impact Fees and/or SEPA								
T2	Roberts Drive/State Rt 169 Roundabout	3,535,000				210,000	1,060,000	2,265,000
T5	Lawson Street Sidewalk Phase II	41,000				21,000	20,000	
W6	Water Comprehensive Plan Update	55,000		55,000				
Total Developer, Street Impact and/or SEPA Fees		3,631,000		55,000		231,000	1,080,000	2,265,000
WSFFA								
W1	Springs & Transmission Reconstruction	2,916,000	120,000	480,000	2,316,000			
Total WSFFA		2,916,000	120,000	480,000	2,316,000			
Museum In-Kind Contribution								
T10	Sidewalk Safety	30,000		30,000				
Total Museum In-Kind Contribution		30,000		30,000				

FUNDING SUMMARY CONT.		Total \$ Project 2015 - 2020	2015	2016	2017	2018	2019	2020
Grants (TIB,CDBG,DOE, etc)								
T2	Roberts Drive/State Rt 169 Roundabout	3,535,000					730,000	2,805,000
T3	Roberts Drive Rehabilitation	1,314,800	229,225	1,085,575				
T5	Lawson Street Sidewalk Phase II	165,000				55,000	110,000	
T5	Lawson Street Sidewalk Phase II	150,000					150,000	
T6	Jones Lake Road	110,000	110,000					
T7	228th & 224th & 216th Chip Seal	116,000			116,000			
T10	Sidewalk Safety	5,000		5,000				
T10	Sidewalk Safety	80,000		80,000				
W3	Grant (Green Energy)	550,000				40,000		510,000
W3	Grant (Salmon mitigation)	540,000						540,000
D1	Cov. Creek Culvert; Safety and Salmon Imp.	320,000		70,000	250,000			
D2	North Commercial and SR 169 Stormwater Treatment Pond	850,000			850,000			
Total Grants		7,735,800	339,225	1,240,575	1,216,000	95,000	990,000	3,855,000
Grant Matching								
T3	Roberts Drive Rehabilitation	205,200	35,775	169,425				
T6	Jones Lake Road	12,000	12,000					
T7	228th & 224th & 216th Chip Seal	13,000			13,000			
T10	Sidewalk Safety	20,000	10,000	10,000				
D2	North Commercial and SR 169 Stormwater Treatment Pond	20,000		20,000				
D4	Ginder Creek Headwall	90,000					40,000	50,000
Total Grant Matching		360,200	57,775	199,425	13,000		40,000	50,000
Public Works Trust Fund Loans								
W3	Salmon Enhancement & Green Energy	325,000	40,000	5,000	55,000	15,000	210,000	
W8	Asbestos Water Main Replacement Program	270,000					70,000	200,000
W9	0.5 MG Water Reservoir Recoat	147,000	147,000					
S3	Morganville Force Main Reroute	440,000						440,000
S4	Cedarbrook Sewer Main	330,000			35,000	295,000		
Total PWTF Loans		1,512,000	187,000	5,000	90,000	310,000	280,000	640,000
Loans or Bonding Funding								
S2	Public Works Facilities and Equipment	600,000					500,000	100,000
Total Loans or Bonding Funding		600,000					500,000	100,000
Equipment Replacement Schedule								
(T)ER	Street	60,000	10,000	10,000	10,000	10,000	10,000	10,000
(W)ER	Water	60,000	10,000	10,000	10,000	10,000	10,000	10,000
(S)ER	Sewer	60,000	10,000	10,000	10,000	10,000	10,000	10,000
(D)ER	Stormwater	60,000	10,000	10,000	10,000	10,000	10,000	10,000
Total Equipment Replacement Schedule Funding		240,000	40,000	40,000	40,000	40,000	40,000	40,000
Grand Total Public Works CIP Funding		18,595,000	929,000	2,205,000	3,770,000	771,000	3,875,000	7,045,000

REET II ANALYSIS SUMMARY (Fund 320)

Capital Improvement Plan 2015 - 2020

REET II - REVENUE		Capital Improvement Plan 2015 - 2020					
	Total \$ Project 2015 - 2020	2015	2016	2017	2018	2019	2020
Beg Fund Balance 321	180,741	180,741	113,241	60,241	66,179	76,804	104,804
REET Revenue (annual)							
1/4 of 1% REET - Existing Property	450,938	59,500	63,000	68,438	75,000	90,000	95,000
1/4 of 1% REET - Other new homes	37,125	3,000	4,000	7,500	5,625	8,000	9,000
Subtotal REET II Revenue	488,063	62,500	67,000	75,938	80,625	98,000	104,000
TOTAL Avail. Balance for Gen Govt Projects	668,804	243,241	180,241	136,179	146,804	174,804	208,804
REET II - PROJECT EXPENDITURES		Capital Improvement Plan 2015 - 2020					
	Total \$ Project 2015 - 2020	2015	2016	2017	2018	2019	2020
Street Projects							
T1 General Street Improvement	180,000	30,000	30,000	30,000	30,000	30,000	30,000
T4 Grant Matching Fund	240,000	40,000	40,000	40,000	40,000	40,000	40,000
W9 0.5 MG Water Reservoir Recoat	10,000	10,000					
Total REET II Projects	430,000	80,000	70,000	70,000	70,000	70,000	70,000
Total Transfer to Street Fund	100,000	50,000	50,000				
TOTAL REET II	530,000	130,000	120,000	70,000	70,000	70,000	70,000
REET II left for next year (Ending Balance)	138,804	113,241	60,241	66,179	76,804	104,804	138,804
REET based on Houses sold		2015	2016	2017	2018	2019	2020
Existing Property Sales (in 000's)		69 @\$336	70 @\$340	72 @\$350	75 @\$365	80 @\$375	90 @400
Other new home sales (in 000's)		2 @\$336	2 @\$340	3 @\$350	4 @\$365	6 @\$375	8 @\$400

Capital Improvement Plan 2015 - 2020

PUBLIC WORKS EQUIPMENT REPLACEMENT SCHEDULE

PWERS

DESCRIPTION The City maintains an equipment replacement schedule for public works shared vehicles and equipment.

BACKGROUND Operations equipment is scheduled for replacement when maintenance costs exceed replacment cost or as safety dictates.

	Total \$ Project 2015 - 2020	2015	2016	2017	2018	2019	2020
REVENUE							
Beginning Fund Balance	153,793	153,793	140,793	72,793	27,793	9,793	1,793
Cemetery & Parks REET I	42,000	7,000	7,000	7,000	7,000	7,000	7,000
Street Contribution	60,000	10,000	10,000	10,000	10,000	10,000	10,000
Water Contribution	60,000	10,000	10,000	10,000	10,000	10,000	10,000
Sewer Contribution	60,000	10,000	10,000	10,000	10,000	10,000	10,000
Stormwater Contribution	60,000	10,000	10,000	10,000	10,000	10,000	10,000
Revenue Total	282,000	47,000	47,000	47,000	47,000	47,000	47,000
Available Funding	435,793	200,793	187,793	119,793	74,793	56,793	48,793
EXPENDITURES							
Replace John Deere riding mower (zero turn)	15,000	15,000					
Replace back hoe with thumb and extend	80,000			80,000			
Replace Ferris zero turn/deck mower (x2)	12,000			12,000			
Sander and Snow Plow for Flatbed	20,000				20,000		
New 1/2 ton utility truck 4x4	45,000		45,000				
Sewer Jet Rodder	35,000		35,000				
*Road Grader engine repairs							
Road Grader							
Ford 2000 4 wheel drive (Jason)	45,000	45,000					
New Bobcat or mini excavator	30,000		30,000				
1998 White Ford Dump Truck	50,000					50,000	
Shoulder Mower (existing)							
Cemetery casket lowering device	5,000						5,000
3 point hitch tractor mower							
Sweeper							
Vacuum Trailer	45,000				45,000		
Husqvarna Riding Lawn Mower (cemetery)	5,000		5,000				
2000 Gray Chevy Silverado	30,000						30,000
2005 White Dodge 4x4 (Dan)							
2000 White Chevy 4x4 (Ken)							
2005 Chevy 4500 Flatbed Dump Truck							
2012 Big Tex Landscape Trailer	5,000					5,000	
Morganville Generator							
1983 C/R Utility Trailer							
Totals	422,000	60,000	115,000	92,000	65,000	55,000	35,000
Ending Fund Balance	13,793	140,793	72,793	27,793	9,793	1,793	13,793

Capital Improvement Plan 2015 - 2020

PUBLIC WORKS EQUIPMENT REPLACEMENT SCHEDULE PWERS.1

DESCRIPTION The City maintains an equipment replacement schedule for public works shared vehicles and equipment.

BACKGROUND Operations equipment is scheduled for replacement when maintenance costs exceed replacment cost or as safety dictates.

Equipment Type	Cost	2015	2016	2017	2018	2019	2020
Replace John Deere riding mower (zero turn)	15,000	15,000					
Replace back hoe with thumb and extend	80,000			80,000			
Replace Ferris zero turn/deck mower (x2)	12,000			12,000			
Sander and Snow Plow for Flatbed	20,000				20,000		
New 1/2 ton utility truck 4x4	45,000		45,000				
Sewer Jet Rodder	35,000		35,000				
*Road Grader engine repairs							
Road Grader							
Ford 2000 4 wheel drive (Jason)	45,000	45,000					
New Bobcat or mini excavator	30,000		30,000				
1998 White Ford Dump Truck	50,000					50,000	
Shoulder Mower (existing)							
Cemetery casket lowering device	5,000						5,000
3 point hitch tractor mower							
Sweeper							
Vacuum Trailer	45,000				45,000		
Husqvarna Riding Lawn Mower (cemetery)	5,000		5,000				
2000 Gray Chevy Silverado	30,000						30,000
2005 White Dodge 4x4 (Dan)							
2000 White Chevy 4x4 (Ken)							
2005 Chevy 4500 Flatbed Dump Truck							
2012 Big Tex Landscape Trailer	5,000					5,000	
Morganville Generator							
1983 C/R Utility Trailer							
Totals	\$422,000	\$60,000	\$115,000	\$92,000	\$65,000	\$55,000	\$35,000

COST DISTRIBUTION								
Street	30%	126,600	18,000	34,500	27,600	19,500	16,500	10,500
Water	22%	92,840	13,200	25,300	20,240	14,300	12,100	7,700
Sewer	22%	92,840	13,200	25,300	20,240	14,300	12,100	7,700
Stormwater	22%	92,840	13,200	25,300	20,240	14,300	12,100	7,700
Parks	3%	12,660	1,800	3,450	2,760	1,950	1,650	1,050
Cemetery	1%	4,220	600	1,150	920	650	550	350
TOTAL EXPENDITURE	100%	\$422,000	\$60,000	\$115,000	\$92,000	\$65,000	\$55,000	\$35,000

Street Department (Transportation Projects) CAPITAL PROJECT SUMMARY

Expenditure Summary by Project								
STREET DEPARTMENT		Total \$ Requested 2015-2020	Capital Plan 2015 - 2020					
			2015	2016	2017	2018	2019	2020
T1	General Street Improvement	180,000	30,000	30,000	30,000	30,000	30,000	30,000
T2	Roberts Drive/State Rt 169 Roundabout	7,070,000				210,000	1,790,000	5,070,000
T3	Roberts Drive Rehabilitation	1,520,000	305,000	1,215,000				
T4	Grant Matching Fund	240,000	40,000	40,000	40,000	40,000	40,000	40,000
T5	Lawson Street Sidewalk Phase II	356,000				76,000	280,000	
T6	Jones Lake Road	122,000	122,000					
T7	228th & 224th & 216th Chip Seal	129,000			129,000			
T10	Sidewalk Safety	135,000	10,000	125,000				
(T)EF	Equipment Replacement	60,000	10,000	10,000	10,000	10,000	10,000	10,000
STREET DEPT TOTAL PROJECTS		9,812,000	517,000	1,420,000	209,000	366,000	2,150,000	5,150,000
Funding Sources		Total \$ Requested 2015-2020	Capital Plan 2015 - 2020					
			2015	2016	2017	2018	2019	2020
TIB, CDBG and Other Grants								
T2	Roberts Drive/State Rt 169 Roundabout	3,535,000					730,000	2,805,000
T3	Roberts Drive Rehabilitation	1,314,800	229,225	1,085,575				
T5	Lawson Street Sidewalk Phase II	165,000			55,000		110,000	
T5	Lawson Street Sidewalk Phase II	150,000					150,000	
T6	Jones Lake Road	110,000	110,000					
T7	228th & 224th & 216th Chip Seal	116,000			116,000			
T10	Sidewalk Safety	5,000		5,000				
T10	Sidewalk Safety	80,000		80,000				
Total Grants		5,475,800	339,225	1,170,575	116,000	55,000	990,000	2,805,000
Developer Funded/Impact Fees/SEPA								
T2	Roberts Drive/State Rt 169 Roundabout	3,535,000				210,000	1,060,000	2,265,000
T5	Lawson Street Sidewalk Phase II	41,000				21,000	20,000	
Total Developer/Impact/SEPA Funding		3,576,000				231,000	1,080,000	2,265,000
Real Estate Excise Tax II Funding								
T1	General Street Improvement	180,000	30,000	30,000	30,000	30,000	30,000	30,000
T4	Grant Matching Fund	240,000	40,000	40,000	40,000	40,000	40,000	40,000
Total REET II Funding		420,000	70,000	70,000	70,000	70,000	70,000	70,000
Museum In-Kind Contribution								
T10	Sidewalk Safety	30,000		30,000				
Total Museum In-Kind Contribution		30,000		30,000				
Grant Matching Fund								
T3	Roberts Drive Rehabilitation	205,200	35,775	169,425				
T6	Jones Lake Road	12,000	12,000					
T7	228th & 224th & 216th Chip Seal	13,000			13,000			
T10	Sidewalk Safety	20,000	10,000	10,000				
Total Grant Matching Fund		250,200	57,775	179,425	13,000			
Total Street Projects		9,752,000	467,000	1,450,000	199,000	356,000	2,140,000	5,140,000
(T)EF Equipment Replacement		60,000	10,000	10,000	10,000	10,000	10,000	10,000
Total Street Funding		9,812,000	477,000	1,460,000	209,000	366,000	2,150,000	5,150,000

Capital Plan 2015 - 2020

Project for the **Street Department** T1

PROJECT TITLE **General Street Improvement** 13.01

DESCRIPTION Annually the Public Works staff assesses the street system and selects key street preservation and improvement work. Typical activities under this project are chip sealing, crack sealing, patch work and addressing minor safety problems. Because of the declining revenue in the street fund the cost of striping, signs, and roadside materials have been shifted to REET funding and are included in this work item.

BACKGROUND This project provides annual funding for minor street improvements that typically do not require engineering.

COMMENTS As more routine maintenance costs are shifted to this street improvement category, overlay projects may not be possible.

		Capital Plan 2014 - 2019					
CAPITAL PROJECT COSTS	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
Construction Costs	180,000	30,000	30,000	30,000	30,000	30,000	30,000
TOTAL COSTS	180,000	30,000	30,000	30,000	30,000	30,000	30,000
REQUESTED FUNDING	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
REET II	180,000	30,000	30,000	30,000	30,000	30,000	30,000
TOTAL SOURCES	180,000	30,000	30,000	30,000	30,000	30,000	30,000



Capital Plan 2015 - 2020

Project for the **Street Department** T2

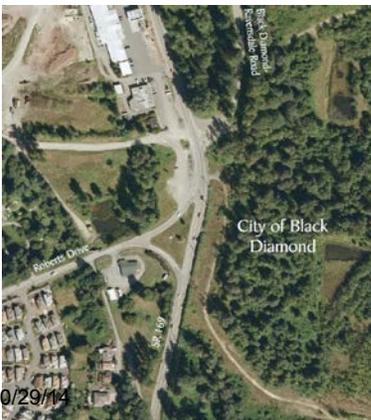
PROJECT TITLE 13.02
Roberts Drive/State Rt 169 Roundabout

DESCRIPTION This project is to change the intersection control from stop control to a roundabout and accommodate a future road connection to the east for the Lawson Hills Master Planned Development.

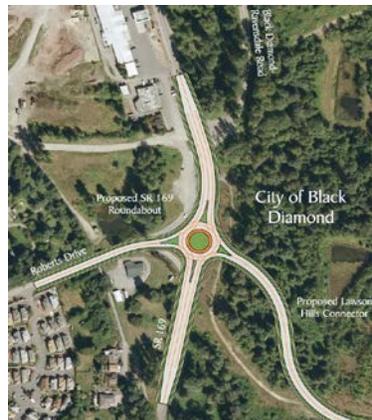
BACKGROUND The existing intersection has a higher accident rate than the average along the corridor. Roberts Drive intersects SR 169 at an unconventional angle which makes it difficult for east bound motorists to turn left and west bound motorists on Ravensdale to turn left; This intersection has been identified as one of the first traffic mitigation projects that is required in the Master Planned Development FEIS.

COMMENTS The developer's initial mitigation improvements for this intersection will be realignment and signal improvements. As traffic grows and the needs increase the chances of receiving grant funding will improve. Once the preliminary engineering is complete the City will be prepared to begin applying for grants.

CAPITAL PROJECT COSTS	Total \$ Requested 2015-2020	Capital Plan 2014 - 2019					2020
		2015	2016	2017	2018	2019	
Land/Right of Way	200,000					200,000	
Preliminary Engineering	200,000				200,000		
Environ Engr & Permitting	300,000					300,000	
Construction Engineering	500,000						500,000
Bid Documents	50,000					50,000	
Design Engineering	600,000					600,000	
Construction Costs	4,665,000					350,000	4,315,000
Environ Mitigation	200,000					200,000	
Management / Administration	355,000				10,000	90,000	255,000
TOTAL COSTS	7,070,000	-	-	-	210,000	1,790,000	5,070,000
<hr/>							
REQUESTED FUNDING	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
Developer	3,535,000				210,000	1,060,000	2,265,000
Grants	3,535,000					730,000	2,805,000
TOTAL SOURCES	7,070,000	-	-	-	210,000	1,790,000	5,070,000



Proposed Roundabout



Capital Plan 2015 - 2020

Project for the Street Department # T3

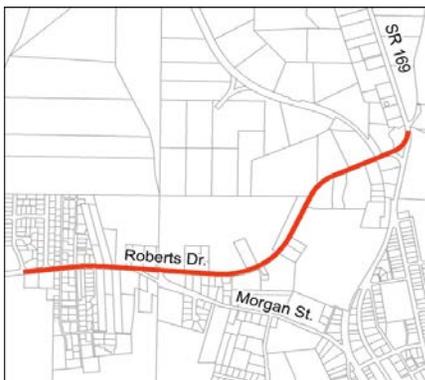
PROJECT TITLE Roberts Drive Rehabilitation 14.02

DESCRIPTION Grind, Patch and Replace concrete panels; Seal joints and cracks; Pave the shoulders; Overlay the existing roadway

BACKGROUND The concrete roadway is about 100 years old but needs some major repair work. This project is to repair and preserve the existing road. At some point the city plans to upgrade the road to an urban standard with sidewalk, curb, gutters and street lights.

COMMENTS This budget was increased to address storm water treatment, asphalt shoulders, an overlay and the extra cost of a federally funded project. Whereas there are alternatives to looping and connecting water mains along this section of roadway, this project can move forward without full water system upgrades.

CAPITAL PROJECT COSTS	Total \$ Requested 2015-2020	Capital Plan 2015 - 2020					
		2015	2016	2017	2018	2019	2020
Prelim Engineering & Environmental Design & bid docs	90,000	\$90,000					
Management & Admin	140,000	140,000					
Right of Way	35,000	10,000	25,000				
Construction	50,000	50,000					
Services during Construction	935,000	935,000					
Contingency	130,000	130,000					
	140,000	15,000	125,000				
TOTAL COSTS	1,520,000	305,000	1,215,000	-	-	-	-
REQUESTED FUNDING	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
Federal Pave. Preservation Grant	1,314,800	229,225	1,085,575				
TIB Federal Grant Matching	205,200	35,775	169,425				
TOTAL SOURCES	1,520,000	265,000	1,255,000				



Capital Plan 2015 - 2020

Project for the **Street Department** # **T4**

PROJECT TITLE Grant Matching Fund **13.03**

DESCRIPTION This project is used to accumulate funds for a match for grants for street and pedestrian projects now scheduled on the CIP.

BACKGROUND The City has used this fund for professional technical assistance with grant applications and supplement funding if a grant is received for a project that needs to be moved up in the CIP schedule or if a larger match than anticipated is needed.

		Capital Plan 2015 - 2020					
CAPITAL PROJECT COSTS	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
Funding to Match Grants	240,000	40,000	40,000	40,000	40,000	40,000	40,000
TOTAL COSTS	240,000	40,000	40,000	40,000	40,000	40,000	40,000
REQUESTED FUNDING	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
Real Estate Excise Tax II	240,000	40,000	40,000	40,000	40,000	40,000	40,000
TOTAL SOURCES	240,000	40,000	40,000	40,000	40,000	40,000	40,000



What is a matching grant?

A matching grant is a contingent grant awarded only if the receiving entity is able to put up (or independently raise) a sum equal to the amount provided by the granting entity.



Capital Plan 2015 - 2020

Project for the

Street Department

T5

PROJECT TITLE

Lawson Street Sidewalk Phase II

13.05

DESCRIPTION

Construct 1015 feet of new 5 foot concrete sidewalk on the north side of Lawson Street to from Sixth Avenue to the east boundary of Lawson Hill Estates. This project does not include curb gutter or street widening. Project cost \$340,800.

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 2017 for funding in 2018 and 2019.

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 PROJECT COSTS

Land/Right of Way
Design Engineering
Mngmt & Admin
Construction Costs

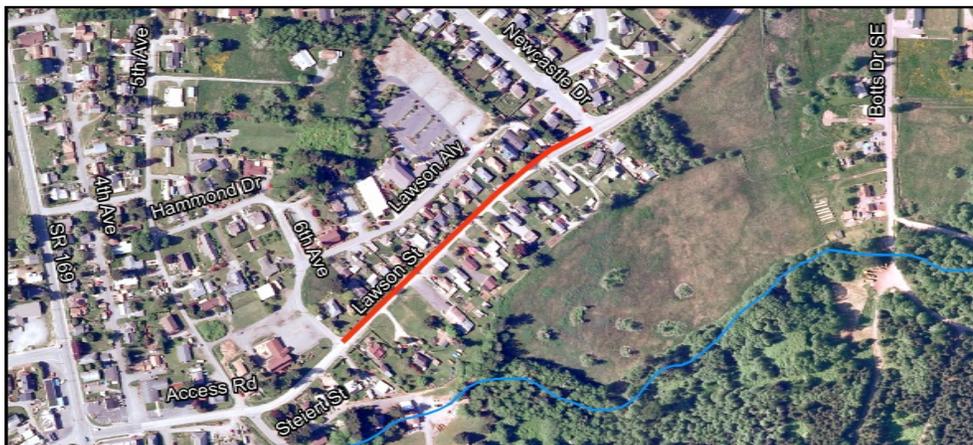
TOTAL COSTS

REQUESTED FUNDING

Safe Route to School Grant
TIB Pedestrian Grant
Developer/Impact Fees/SEPA

TOTAL SOURCES

		Capital Plan 2015 - 2020					
Total \$ Requested 2015-2020		2015	2016	2017	2018	2019	2020
Land/Right of Way	10,000				10,000		
Design Engineering	61,000				61,000		
Mngmt & Admin	15,000				5,000	10,000	
Construction Costs	270,000					270,000	
TOTAL COSTS	356,000	-	-	-	76,000	280,000	-
Total \$ Requested 2015-2020		2015	2016	2017	2018	2019	2020
Safe Route to School Grant	165,000				55,000	110,000	
TIB Pedestrian Grant	150,000					150,000	
Developer/Impact Fees/SEPA	41,000				21,000	20,000	
TOTAL SOURCES	356,000	-	-	-	76,000	280,000	-



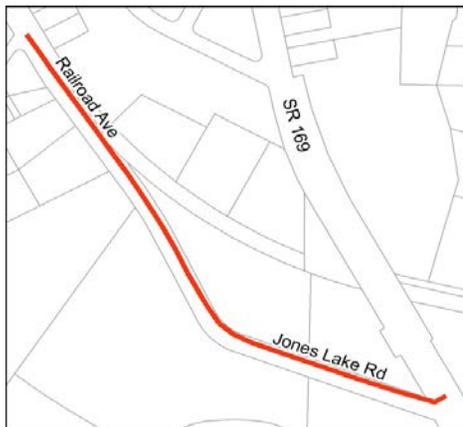
Capital Plan 2015 - 2020

Project for the	Street Department	#	T6
PROJECT TITLE	Jones Lake Road		14.01

DESCRIPTION Patch and overlay Jones Lake Road from SR 169 to the end of the overlay improvement on RR Ave.

BACKGROUND The pavement condition is average to poor. The roadway width is a little too narrow with no shoulders. The engineering, bid process, inspections and project management will be provided by City staff.

		Capital Plan 2015 - 2020					
		2015	2016	2017	2018	2019	2020
CAPITAL PROJECT COSTS	Total \$ Requested 2015-2020						
Engineering & bid docs	16,000	16,000					
Management & Administration	10,000	10,000					
Construction	96,000	96,000					
TOTAL COSTS	122,000	122,000	-	-	-	-	-
REQUESTED FUNDING	Total \$ Requested 2015-2020						
TIB pavement preservation	110,000	110,000					
Grant Matching	12,000	12,000					
TOTAL SOURCES	122,000	122,000	-	-	-	-	-



Capital Plan 2015 - 2020

Project for the	Street Department	#	T7
PROJECT TITLE	228th & 224th & 216th Chip Seal		14.03

DESCRIPTION Patch and Chip Seal 228th, 224th, and 216th Ave SE from Sawyerwood Elementary to the Covington Sawyer Road except for the section in front of the Fire Station and past Kent Lake Highlands.

BACKGROUND This long section of roadway can be preserved by 7 to 10 years at one third of the cost of an overlay. A chip seal will help stretch the grant funding and help the City get ahead of the curve with deteriorating streets.

COMMENTS

		Capital Plan 2015 - 2020						
CAPITAL PROJECT COSTS		Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
Design Engineering	16,000				16,000			
Management and Administration	10,000				10,000			
Construction	103,000				103,000			
TOTAL COSTS	129,000	-	-	129,000	-	-	-	-
REQUESTED FUNDING		Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
TIB Pavement Preservation	116,000				116,000			
Grant Matching	13,000				13,000			
TOTAL SOURCES	129,000	-	-	129,000	-	-	-	-



Capital Plan 2015 - 2020

Project for the Street Department # T10

PROJECT TITLE **Sidewalk Safety** 13.05

DESCRIPTION Construct 60 feet of new decorative 8 feet wide concrete plank sidewalk from the north end of the museum to Commission Street. Construct 150 feet of 5 foot concrete sidewalk, curb and gutter along the north side of Commission Ave from Morgan Street to the basement access of the Museum. Regrade and repave the first 100 feet of Commission Ave for a better approach slope to Morgan Street and better sight distance at the intersection. This project will collect and control storm water runoff from Morgan Street that is undermining museum improvements and stabilize the slope below the caboose.

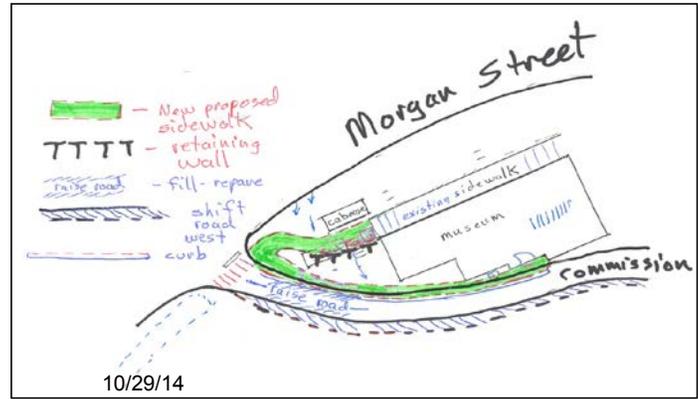
BACKGROUND This project will connect a public sidewalk across the front of the museum so that a sidewalk will not be needed along the edge of Morgan Street. This project will improve the safety of the Morgan/Commission Ave Intersection.

COMMENTS The leaders of the Museum approached the City staff with infrastructure problems and their need to provide ADA accessibility to whole museum. The Museum would like to partner with this City on this project and has made the commitment to: 1) Take care the the demolition of the patio and the wood steps, moving the tool shed and bath house out of the way, removing and disposing of the creosote posts; 2) Reinstall the benches and railing; 3) Reinstall the tool shed to the new agreed on location after getting a building permit; 4) Install the decorative concrete sidewalk to Commission after the City storm, grading and retaining wall and roadway construction is complete.

CAPITAL PROJECT COSTS

Preliminary Engineering
Design Engineering
Construction Costs
TOTAL COSTS

	Total \$ Requested 2015-2020	Capital Plan 2015 - 2020					
		2015	2016	2017	2018	2019	2020
Preliminary Engineering	10,000	10,000					
Design Engineering	20,000		20,000				
Construction Costs	5,000		5,000				
	100,000		100,000				
TOTAL COSTS	135,000	10,000	125,000	-	-	-	-
	Total \$ Requested 2015-2020	Capital Plan 2015 - 2020					
		2015	2016	2017	2018	2019	2020
Grant Match	20,000	10,000	10,000				
Pedestrian Grant	5,000		5,000				
Museum in kind contribution	30,000		30,000				
KCDG ADA Accessibility Grant	80,000		80,000				
TOTAL SOURCES	135,000	10,000	125,000	-	-	-	-



Water Department CAPITAL PROJECT SUMMARY

Funding Summary by Project								
		Capital Plan 2015 - 2020						
WATER DEPARTMENT		Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
W1	Springs & Transmission Reconstruction	2,916,000	120,000	480,000	2,316,000			
W3	Salmon Enhancement & Green Energy	1,415,000		45,000	55,000	55,000	210,000	1,050,000
W4	Fire Flow Loop - North Commercial Area	800,000					800,000	
W6	Water Comprehensive Plan Update	135,000	80,000	55,000				
W7	4.3 Mil Gal Tank Maintenance & Repairs	30,000					30,000	
W8	Asbestos Water Main Replacement Program	270,000					70,000	200,000
W9	0.5 MG Water Reservoir Recoat	157,000	157,000					
(W)ER	Equipment Replacement	60,000	10,000	10,000	10,000	10,000	10,000	10,000
WATER DEPARTMENT TOTAL PROJECTS		5,783,000	367,000	590,000	2,381,000	65,000	1,120,000	1,260,000
Funding Sources								
		Capital Plan 2015 - 2020						
		Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
REET II								
W9	0.5 MG Water Reservoir Recoat	10,000	10,000					
Total REET II		10,000	10,000					
Water Rates								
W6	Water Comprehensive Plan Update	80,000	80,000					
W7	4.3 Mil Gal Tank Maintenance & Repairs	30,000					30,000	
Total Water Rates		110,000	80,000				30,000	
Water System & Facilities Funding Agmt (WSFFA)								
W1	Springs & Transmission Reconstruction	2,916,000	120,000	480,000	2,316,000			
Total WSFFA Funds		2,916,000	120,000	480,000	2,316,000			
Grant Funding								
W3	Grant (Salmon mitigation)	540,000						540,000
W3	Grant (Green Energy)	550,000				40,000		510,000
Total Grant Funding		1,090,000				40,000		1,050,000
Water Connection Charges								
W4	Fire Flow Loop - North Commercial Area	800,000					800,000	
Total PWTF Loan		800,000					800,000	
PWTF Loan								
W3	Salmon Enhancement & Green Energy	325,000		45,000	55,000	15,000	210,000	
W8	Asbestos Water Main Replacement Program	270,000					70,000	200,000
W9	0.5 MG Water Reservoir Recoat	147,000	147,000					
Total Other Undetermined Loan		742,000	147,000	45,000	55,000	15,000	280,000	
Developer Funding								
W6	Water Comprehensive Plan Update	55,000		55,000				
Total Developer Funding		55,000		55,000				
TOTAL FUNDING FOR WATER PROJECTS		5,723,000	357,000	580,000	2,371,000	55,000	1,110,000	1,050,000
EQUIPMENT REPLACEMENT-OPERATING COST		Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
(W)ER	Equipment Replacement	60,000	10,000	10,000	10,000	10,000	10,000	10,000
TOTAL NON CAPITAL OPERATING		60,000	10,000	10,000	10,000	10,000	10,000	10,000
TOTAL WATER DEPARTMENT FUNDING		5,783,000	367,000	590,000	2,381,000	65,000	1,120,000	1,060,000

Capital Plan 2015 - 2020

Project for the Water Department # W1

PROJECT TITLE Springs & Transmission Reconstruction 13.06

DESCRIPTION The concept to rehabilitate the City's water source has shifted from **A**(trying to protect and rehabilitate the open springs, replacing pipes over the steep slope and reconstruct the river crossing) to **B** (tapping an artesian spring on the north side of the river, transferring the water right withdrawal point, upgrading the chlorine system) , replacing the transmission main back to Black Diamond and securing easement rights from State Parks.

BACKGROUND In late 2013 the City contracted with RH2 to study and compare two alternative concepts to improve and redevelop the springs to full water right capacity. The Springs Alternative Analysis Study recommended that the City pursue tapping an artesian spring on the north side of the river rather than reconstructing the more vulnerable more complicated spring collection system on the south side. The staff, Public Works Committee and Council at a CIP workshop agreed with this recommendation because of the lower maintenance, higher reliability, lower risks to employees, and a better protected water supply.

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

Capital Plan 2015 - 2020								
CAPITAL PROJECT COSTS	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020	
Preliminary Engineering	110,000	110,000						
Design Engineering	450,000		450,000					
Management / Administration	145,000	10,000	30,000	105,000				
Construction Costs	2,211,000			2,211,000				
TOTAL COSTS	2,916,000	120,000	480,000	2,316,000	-	-	-	
REQUESTED FUNDING	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020	
Water Syst & Fac. Fndg Agrmt.	2,916,000	120,000	480,000	2,316,000				
TOTAL SOURCES	2,916,000	120,000	480,000	2,316,000	-	-	-	



Pump & Chlorine building

Capital Plan 2015 - 2020

Project for the Water Department # W3

PROJECT TITLE **14.09**
Salmon Enhancement & Green Energy

DESCRIPTION Replace the turbine, with a new larger turbine, electrical generator and connections to the power grid. The inlet pipe and spring overflow pipes needs to be replaced and upsized. The outlet discharge pipe needs to be replaced.

BACKGROUND This project will provide a source of green energy, prevent south bank erosion, reduce the risk of landslides into the Green River, reduce turbidity in the Green River and protect the stability of the spings collection sites. The City hopes to partner with an environmental group or a local tribe for the construction of a salmon spawning bed with the cool clean discharge water from the power generation.

COMMENTS The City is considering a simpler, easier to maintain water source on the north side of the Green River. See project W1. The transfer of the springs water right to an artesian spring on the north side of the river separates the need for the turbine pumping of south spring water across the river and therefore separates the obligation from the Water Supply and Facilities Funding Partners. However the benefit to the City of potentially generating revenue to keep water rates down and producing clean green power is still available to the City. The possibility of grant funding for the project looks very strong. Debt will be repaid by energy savings.

	Capital Plan 2015 - 2020						
CAPITAL PROJECT COSTS	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
Initial study, grant applications							
Preliminary Engineering	90,000		40,000	50,000			
Permit and partnership development	50,000				50,000		
Engineering	200,000					200,000	
Project Management	75,000		5,000	5,000.00	5,000	10,000	50,000
Construction Costs	1,000,000						1,000,000
TOTAL COSTS	1,415,000	-	45,000	55,000	55,000	210,000	1,050,000
REQUESTED FUNDING	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
Grant Funding							
Grant (Salmon mitigation)	540,000						540,000
Grant (Green Energy)	550,000				40,000		510,000
Total Grant Funding	1,090,000	-	-	-	40,000	-	1,050,000
Public Works Trust Fund							
PWTF Loan	325,000		45,000	55,000	15,000	210,000	
TOTAL SOURCES	1,415,000	-	45,000	55,000	55,000	210,000	1,050,000



Capital Plan 2015 - 2020

Project for the Water Department # W4

PROJECT TITLE Fire Flow Loop - North Commercial Area 13.08

DESCRIPTION Replace 200 feet of 4 inch asbestos concrete with 100 feet of 12 inch ductile iron water main across SR 169 at the power substation; Complete a 900 foot 12 inch ductile iron water main loop from Cedar Brook Mobile Home Park to the 6 inch asbestos water main behind Boots Tavern

BACKGROUND This is a capacity and system reliability project. Other commercial properties development along SR-169 may also be contributing or constructing portions of this project.

COMMENTS This project does not describe what is needed to provide fire flow and redundant service to the north triangle but rather is the minimum to provide a looped system for the north part of the existing city system. Yarrow Bay commercial development in the North Triangle with required water line looping will make this project a lower priority. *It would take approximately 116 lots of infill development to cover the cost of this project.

		Capital Plan 2015 - 2020					
CAPITAL PROJECT COSTS	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
management / administration	40,000					40,000	
	80,000					80,000	
Construction Costs	680,000					680,000	
TOTAL COSTS	800,000	-	-	-	-	800,000	-
REQUESTED FUNDING	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
Water Connection charges *	800,000					800,000	
TOTAL SOURCES	800,000	-	-	-	-	800,000	-



Capital Plan 2015 - 2020

Project for the	Water Department	#	W6
PROJECT TITLE	Water Comprehensive Plan Update		14.12

DESCRIPTION The Department of Health requires an update of the Water Comprehensive Plan every 6 years. The City is due to update the Water Comprehensive Plan in 2015.

COMMENTS The Public Works Department will update the Water Comprehensive Plan primarily with in house staff with assistance from an outside consultant for water system modeling and system mapping.

	Total \$ Requested 2015-2020	Capital Plan 2015 - 2020					
		2015	2016	2017	2018	2019	2020
CAPITAL PROJECT COSTS							
Management / Administration	10,000	5,000	5,000				
Consultant Services	70,000	40,000	30,000				
in house engineering	55,000	35,000	20,000				
TOTAL COSTS	135,000	80,000	55,000	-	-	-	-
REQUESTED FUNDING							
Water Reserves and Rates	80,000	80,000					
Developer Funded	55,000		55,000				
TOTAL SOURCES	135,000	80,000	55,000	-	-	-	-

City of Black Diamond

Water System Comprehensive Plan



Capital Plan 2015 - 2020

Project for the **Water Department** **# W7**

PROJECT TITLE **4.3 Mil Gal Tank Maintenance & Repairs** **14.11**

DESCRIPTION The 4.3 million gallon water tank will be 10 years old in 2016. The tank will need be drained and any and all spots of corrosion or paint damage will need to be spot treated to help preserve the over all inside and exterior coatings.

COMMENTS This project while it is a maintenance project does extend the life of the coating by about 5 to 10 years and therefore is included in this Capital Improvement Plan

	Total \$ Requested 2015-2020	Capital Plan 2015 - 2020					
		2015	2016	2017	2018	2019	
CAPITAL PROJECT COSTS							
Water Tank Maintenance	30,000					30,000	
TOTAL COSTS	30,000	-	-	-	-	30,000	-
REQUESTED FUNDING							
Water Rates	30,000					30,000	
TOTAL SOURCES	30,000	-	-	-	-	30,000	-



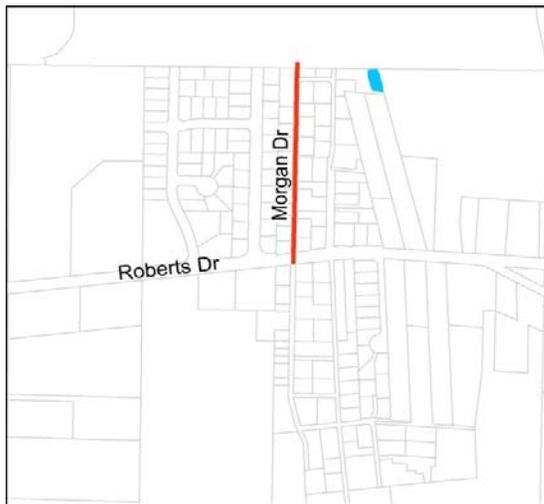
Project for the	Water Department	#	W8
<i>PROJECT TITLE</i>	Asbestos Water Main Replacement Program		14.13

DESCRIPTION Replace 228 feet of 4 inch and 854 feet of 6 inch asbestos water main on Morgan Drive from Roberts Drive to the north end of Morgan Drive.

BACKGROUND This project will improve fire flows to the Morganville area and replace substandard pipe that is nearing its useful performance life. This is a maintenance project funded by existing customers.

COMMENTS Further future study of the existing asbestos water mains may show that a different asbestos water main should be replaced than this particular water main. Leak history, street reconstruction projects, pavement condition, developer improvements and asbestos pipe strength tests may change the priority of the asbestos pipe to be replaced.

		Capital Plan 2015 - 2020						
		Capital Plan 2015 - 2020	2015	2016	2017	2018	2019	2020
CAPITAL PROJECT COSTS								
Preliminary Engineering	15,000						15,000	
Engineering, design, bid docs	50,000						50,000	
Management / Administration	15,000						5,000	10,000
Construction	165,000							165,000
Contingency	25,000							25,000
TOTAL COSTS		270,000	-	-	-	-	70,000	200,000
REQUESTED FUNDING								
	Capital Plan 2015 - 2020		2015	2016	2017	2018	2019	2020
UNFUNDED	270,000		-	-	-	-	70,000	200,000
TOTAL SOURCES		270,000	-	-	-	-	70,000	200,000



Capital Plan 2015 - 2020

Project for the

Water Department

W9

PROJECT TITLE

0.5 MG Water Reservoir Recoat

DESCRIPTION

Repaint the 0.5 MG reservoir inside and out.

BACKGROUND

This project while it is a maintenance project does extend the life of the coating by about 5 to 10 years and therefore is included in this Capital Improvement Plan

COMMENTS

The budget was increased from the 2013 budget because of the paint condition, need for an additional access port, tank mixing and staff costs. The preliminary engineering will start in 2013 as budgeted. Work will begin in 2014. Funded by a Public Works Trust Fund Loan for 10 years @ 2.5%.

CAPITAL PROJECT COSTS

Design Engineering & bid docs
Specialty Inspection
Tank Painting & Improvements
Project Management

TOTAL COSTS

REQUESTED FUNDING

PWTF Loan or other
Interfund Loan from Sewer
Real Estate Excise Tax II

TOTAL SOURCES

	Total \$ Requested 2015-2020	Capital Plan 2015 - 2020					
		2015	2016	2017	2018	2019	2020
TOTAL COSTS	157,000	157,000	-	-	-	-	-
REQUESTED FUNDING	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
PWTF Loan or other	147,000	147,000					
Interfund Loan from Sewer	5,000	5,000					
Real Estate Excise Tax II	5,000	5,000					
TOTAL SOURCES	157,000	157,000	-	-	-	-	-



CAPITAL PROJECT SUMMARY

Expenditure Summary by Project							
SEWER DEPARTMENT	Capital Plan 2015 - 2020						
	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
S1 Infiltration and Inflow Reduction Program	150,000	25,000	25,000	25,000	25,000	25,000	25,000
S2 Public Works Facilities and Equipment	600,000					500,000	100,000
S3 Morganville Force Main Reroute	460,000					20,000	440,000
S4 Cedarbrook Sewer Main	330,000			35,000	295,000		
(S)ER Equipment Replacement	60,000	10,000	10,000	10,000	10,000	10,000	10,000
SEWER DEPT TOTAL PROJECTS	1,600,000	35,000	35,000	70,000	330,000	555,000	575,000
Funding Sources							
	Capital Plan 2015 - 2020						
	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
Loans or Bonding Funding							
S2 Public Works Facilities and Equipment	600,000					500,000	100,000
Total REET I	600,000					500,000	100,000
Sewer Reserves, New Customers & Conn. Fees							
S1 Infiltration and Inflow Reduction Program	150,000	25,000	25,000	25,000	25,000	25,000	25,000
S3 Morganville Force Main Reroute	20,000					20,000	
Total Sewer Reserves, New Customers & Conn. Fees	170,000	25,000	25,000	25,000	25,000	45,000	25,000
Public Works Trust Fund Loan							
S3 Morganville Force Main Reroute	440,000						440,000
S4 Cedarbrook Sewer Main	330,000			35,000	295,000		
Total Public Works Trust Fund Loans	770,000			35,000	295,000		440,000
TOTAL FUNDING FOR SEWER PROJECTS	1,540,000	25,000	25,000	60,000	320,000	545,000	565,000
Equipment Replacement - Operating Costs							
(S)ER Equipment Replacement	60,000	10,000	10,000	10,000	10,000	10,000	10,000
TOTAL FUNDING FOR SEWER PROJECTS	1,600,000	35,000	35,000	70,000	330,000	555,000	575,000

Capital Plan 2015 - 2020

Project for the	Sewer Department	# S1
PROJECT TITLE	Infiltration and Inflow Reduction Program	13.10

DESCRIPTION

This project funds any activities that reduce infiltration of groundwater or inflow of stormwater into the sewer system such as: TV inspections, smoke testing, flow monitoring, and then Repair Work such as: pipe rehabilitation, sealing, requiring private line replacement, manhole repair and sewer line replacement.

BACKGROUND

The City needs to reduce the infiltration and inflow as good stewardship and maintenance of the existing sewer system. The City also desires to preserve and recapture capacity in the wastewater system by reducing and controlling the peak flows. Recent maintenance activities, sewer investigations, recent sewer flow peaks and maintenance work has given staff assurance that the City could reduce the annual effort to \$25,000 annually and reprogram accumulated unspent funds in this capital category. The City will continue to monitor the expense and effectiveness of this program.

CAPITAL PROJECT COSTS

Management / Administration
Design & Construction

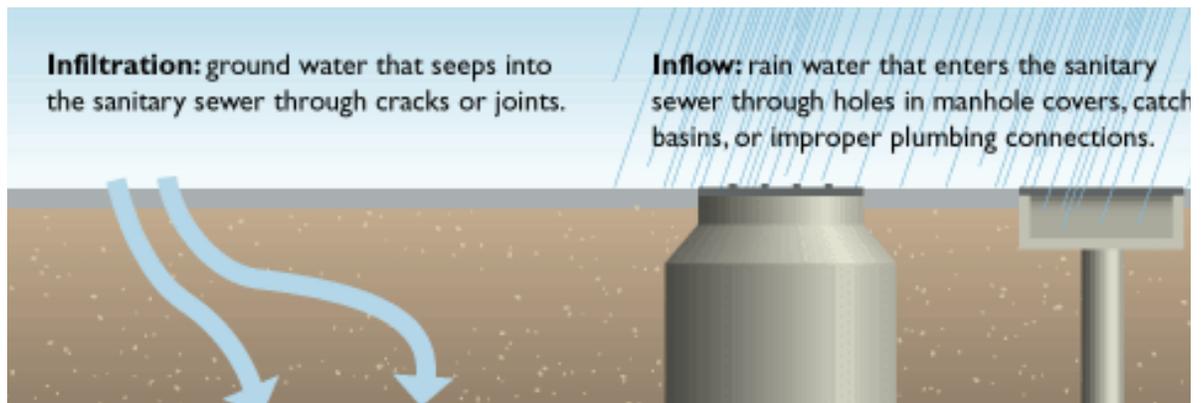
TOTAL COSTS

REQUESTED FUNDING

Sewer Reserve

TOTAL SOURCES

Capital Plan 2015 - 2020						
Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
30,000	5,000	5,000	5,000	5,000	5,000	5,000
120,000	20,000	20,000	20,000	20,000	20,000	20,000
150,000	25,000	25,000	25,000	25,000	25,000	25,000
Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
150,000	25,000	25,000	25,000	25,000	25,000	25,000
150,000	25,000	25,000	25,000	25,000	25,000	25,000



Capital Plan 2015 - 2020

Sewer Department		S2
PROJECT TITLE	Public Works Facilities and Equipment	13.13

DESCRIPTION

The City is in need for several additional facilities and equipment. Such as better and larger materials handling and storage facilities; a street sweeper/vactor equipment; shop improvements; and maintenance employee facilities. As the City grows these needs will increase.

BACKGROUND

The Makers Study identified a cost of approximately \$21.4 million for a public works facility to serve the full size Black Diamond City. Capital Facility charges will pay for 80% of the project funding and the Public Works Department's 20% share of that cost is \$4.3 million. The expenses shown below only show the initial expenditures to kick off the project.

COMMENTS

Costs and timing will be depend on the speed of growth in Black Diamond. The PWTF loan will be for 20 years at 1% interest. The payment will be approximately \$(what is the payment for \$20.9 mil @ 1%) split among the utilities; 13% for Street, and 29% each will come from Water, Sewer and Stormwater. The capital facility charge will pay for a portion of the debt service. The land purchase will need a transfer from REET I.

Engineering and Environmental
Property Purchase
Construction Costs
Major Equipment Purchases

TOTAL COSTS

REQUESTED FUNDING

Loan or Bond Funding

Loan or Bond Funding

TOTAL SOURCES

Capital Plan 2015 - 2020						
Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
100,000						100,000
500,000					500,000	
0						
0						
600,000	-	-	-	0	500,000	100,000
Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
600,000					500,000	100,000
600,000	-	-	-	-	500,000	100,000



Capital Plan 2015 - 2020

Project for the	Sewer Department	#	S3
PROJECT TITLE	Morganville Force Main Reroute		13.12

DESCRIPTION

Reroute the flows from the Morgan Street Sewer pump station from pumping to the Jones Lake Pump Station to pump to the new King County western storage facility. The new force main will be about 3500 feet from Morgan Street west along Roberts Drive and northwest along Lake Sawyer Road East.

BACKGROUND

This project was programmed to provide capacity for infill in the old part of Black Diamond and save energy from pumping sewage twice. The need has diminished because of King County approval of a regional discharge location in the western part of Black Diamond, additional capacity from obstruction removal on our main trunk line and with the verification excellent pipe condition and capacity of our main trunk line. Consideration may be given to dropping this project, if Infiltration and Inflow can be reduced.

COMMENTS

A Public Works Trust Fund Loan of 20 years generates a debt payment of \$24,382.74 per year at 1%. This project is shifted to later years because of the lower priority as described above.

CAPITAL PROJECT COSTS

Preliminary Engineering
 Design Engineering
 Construction Costs
 Management / Administration
TOTAL COSTS

Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
20,000					20,000	
40,000						40,000
380,000						380,000
20,000						20,000
460,000	-	-	-	-	20,000	440,000

REQUESTED FUNDING

Sewer Reserve
 PWTF Loan
TOTAL SOURCES

Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
20,000	-	-			20,000	-
440,000						440,000
460,000	-	-	-	-	20,000	440,000



Capital Plan 2015 - 2020

Project for the <i>PROJECT TITLE</i>	Sewer Department Cedarbrook Sewer Main	#	S4 13.11
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DESCRIPTION

Acquire City easement through the trailer park. Rehabilitate or reconstruct the existing sewer main to provide reliable public sewer service to the customers in the north east portion of the City.

BACKGROUND

This project is necessary to reduce infiltration and Inflow and to eliminate the maintenance problems caused by the settled sections of sewer main.

COMMENTS

Portions of the existing sewer main will have to be reconstructed and other sections might just be repaired. The budget has been increased to reflect the cost of reconstructing portion of the sewer. A 20 year Public Works Trust Fund Loan will generate a debt payment of \$13,853.83 per year at 1%.

CAPITAL PROJECT COSTS

prelim Engineering & legal
Design Engineering
Construction Costs
Management / Administration
TOTAL COSTS

Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
30,000			30,000			
50,000				50,000		
235,000				235,000		
15,000			5,000	10,000		
330,000	-	-	35,000	295,000	-	-

REQUESTED FUNDING

PWTF Loan
TOTAL SOURCES

Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
330,000	-	-	35,000	295,000	-	-
330,000	-	-	35,000	295,000	-	-



Stormwater Department CAPITAL PROJECT FUNDING SUMMARY

Expenditure Summary by Project

STORMWATER		Capital Plan 2015 - 2020					
Project Name	Total \$ Requested 2015 - 2020	2015	2016	2017	2018	2019	2020
D1 Cov. Creek Culvert; Safety and Salmon Imp.	320,000		70,000	250,000			
D2 North Commercial and SR 169 Stormwater Treatment Pond	870,000		20,000	850,000			
D3 Ginder Creek Headwall	90,000					40,000	50,000
D4 Lawson Hills Estates Storm Pond	60,000		60,000				
ERS Equipment Replacement	60,000	10,000	10,000	10,000	10,000	10,000	10,000
TOTAL EXPENDITURES	1,400,000	10,000	160,000	1,110,000	10,000	50,000	60,000

Funding Sources

		Total \$ Requested 2015 - 2020	2015	2016	2017	2018	2019	2020
GRANTS								
D1 Cov. Creek Culvert; Safety and Salmon Imp.		320,000		70,000	250,000			
D2 North Commercial and SR 169 Stormwater Treatment Pond		850,000			850,000			
	Total Ecology Grants	1,170,000		70,000	1,100,000			
GRANT MATCHING								
D2 North Commercial and SR 169 Stormwater Treatment Pond		20,000		20,000				
D3 Ginder Creek Headwall		90,000				40,000	50,000	
	Total Grant Matching	110,000		20,000			40,000	50,000
STORMWATER FUNDING								
D4 Lawson Hills Estates Storm Pond		60,000		60,000				
	Total Stormwater Funding	60,000		60,000				
ERS Equipment Replacement		60,000	10,000	10,000	10,000	10,000	10,000	10,000
	TOTAL FUNDING FOR STORMWATER	1,400,000	10,000	160,000	1,110,000	10,000	50,000	60,000

Capital Plan 2015 - 2020

Project for the	Stormwater Department	#	D1
PROJECT TITLE	Cov. Creek Culvert; Safety and Salmon Imp.		13.14

DESCRIPTION Rehabilitate the existing culverts, add a concrete head wall and guard rail. The summer 2012 inspections found the culverts to be structurally sound, but with serious corrosion and pitting in the lower third of the culverts and a few areas where corrosion has opened holes in the culvert. The culverts could be lined to preserve their structural integrity at about a third of the cost of replacement.

BACKGROUND The three culverts divide the small summer flow leaving only a small amount of water for fish passage. The existing corrugated metal culverts are showing signs of corrosion. The guard rails will protect the environment from errant stray vehicles.

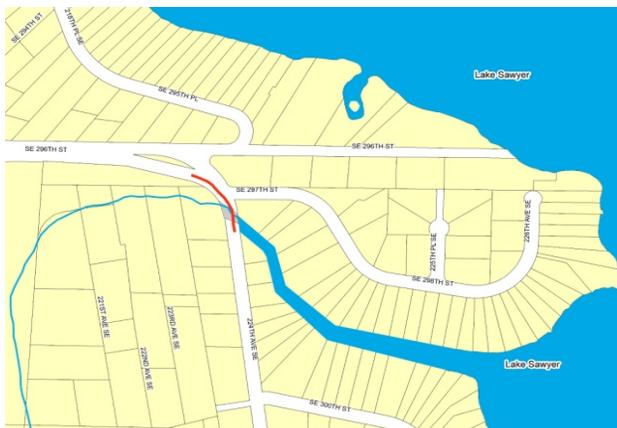
COMMENTS Grant funding may be available for this project from conservation funds, traffic safety funding and King County Flood District Opportunity Funds.

Design Engineering
Construction
Management / Administration
TOTAL COSTS

Capital Plan 2015 - 2020						
Total \$ Requested 2015 - 2020	2015	2016	2017	2018	2019	2020
Design Engineering		65,000				
Construction			240,000			
Management / Administration		5,000	10,000			
TOTAL COSTS	-	70,000	250,000	-	-	-
Total \$ Requested 2015 - 2020	2015	2016	2017	2018	2019	2020
WRIA 9 Salmon mitigation		55,000	200,000			
traffic safety (TIB)			50,000			
Opportunity funding (flood)		15,000				
TOTAL SOURCES	-	70,000	250,000	-	-	-

REQUESTED FUNDING

WRIA 9 Salmon mitigation
traffic safety (TIB)
Opportunity funding (flood)
TOTAL SOURCES



Capital Plan 2015 - 2020

Project for the	Stormwater Department	#	D2
<i>PROJECT TITLE</i>	North Commercial and SR 169 Stormwater Treatment Pond		13.15

DESCRIPTION Collect storm water runoff from the main commercial area in north Black Diamond and from State Route 169 and route to city property north of the library. Construct a wetpond or vault for pre-treatment followed by constructed wetlands to dispersion trenches for discharge to upland above Ginder Creek.

BACKGROUND Whereas there is a total maximum daily load (TMDL) on Lake Sawyer for phosphorous, the city should look for opportunities to reduce phosphorous inputs from existing untreated stormwater discharges. Stormwater outfall discharges from the commercial area and the state route appear to have the highest pollutant loadings as compared to other City stormwater outfalls.

COMMENTS The City obtained a grant from the Department of Ecology to design this project. With a completed design at 90%, the City will have a well defined project and will use the detailed information to improve grant applications.

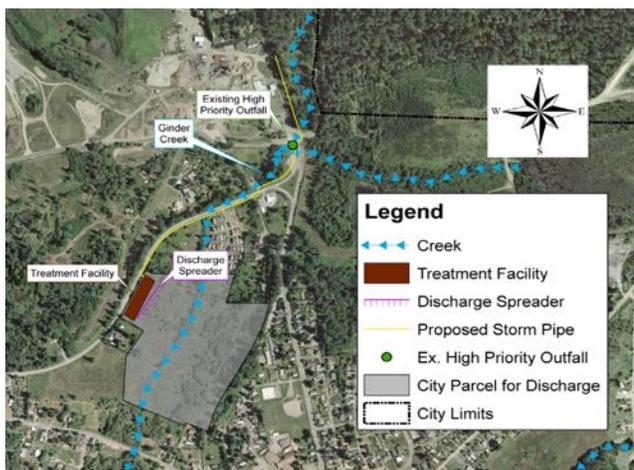
Final Engineering prepare bid docs
Construction
Management / Administration

TOTAL COSTS

SOE Grant
Grant Matching

TOTAL SOURCES

Capital Plan 2015 - 2020						
Total \$ Requested 2015 - 2020	2015	2016	2017	2018	2019	2020
20,000		20,000				
850,000			850,000			
870,000	-	20,000	850,000	-	-	-
Total \$ Requested 2015 - 2020	2015	2016	2017	2018	2019	2020
850,000			850,000			
20,000		20,000				
870,000	-	20,000	850,000	-	-	-



10/29/14



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Capital Plan 2015 - 2020

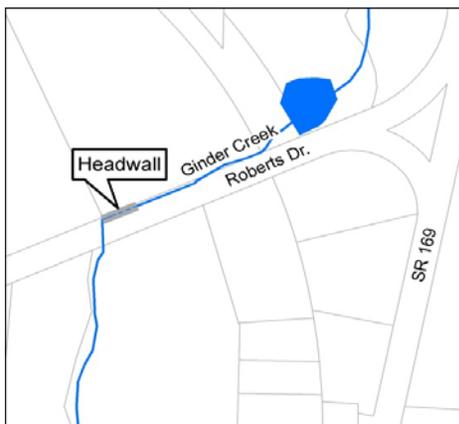
Project for the	Stormwater Department	#	D3
PROJECT TITLE	Ginder Creek Headwall		14.16

DESCRIPTION Reconstruct an 80 foot section of the Ginder Creek Headwall along the north side of Roberts Drive

BACKGROUND The base of the existing concrete headwall was not constructed deep enough so that high flows in Ginder Creek have undermined the headwall destabilizing the wall. The headwall has been slowly tilting into the Creek. Staff has braced the headwall as an interim step to hold the wall in position.

COMMENTS This project is needed to protect the roadway and prevent the erosion that would occur if the headwall tipped over. A significant amount of the cost of this project will be related to environmental permitting.

Capital Plan 2015 - 2020						
Total \$ Requested 2015 - 2020	2015	2016	2017	2018	2019	2020
Preliminary Engineer/Permitting					25,000	
Design Engineering					10,000	
Construction						45,000
Management / Administration					5,000	5,000
TOTAL COSTS	90,000	-	-	-	40,000	50,000
Total \$ Requested 2015 - 2020	2015	2016	2017	2018	2019	2020
Grant Matching					40,000	50,000
TOTAL SOURCES	90,000	-	-	-	40,000	50,000



Capital Plan 2015 - 2020

Project for the	Stormwater Department	#	D4
PROJECT TITLE	Lawson Hills Estates Storm Pond		15.01

DESCRIPTION Reconstruct the maintenance access road to the first cell of this pond including: 1) reconfiguration of the sidewalk and approach from the road, 2) Reconstruction of the gate and fence, 2) Constructing a road to the center dike, 3) constructing an access road to the pond bottom.

BACKGROUND After the City inspection of the storm pond in 2013, it was noted that the first cell of the pond needed to be cleaned out. The maintenance crews scheduled the work but found it impossible to access and at best will be extremely expensive every time the cell needs to be cleaned. The crew recommended programming pond access improvements into the CIP.

COMMENTS

In house Design/ mngmt
 Construction
 Management / Administration
TOTAL COSTS

Capital Plan 2015 - 2020						
Total \$ Requested 2015 - 2020	2015	2016	2017	2018	2019	2020
10,000		10,000				
40,000		40,000				
10,000		10,000				
60,000	-	60,000	-	-	-	-
Total \$ Requested 2015 - 2020	2015	2016	2017	2018	2019	2020
60,000		60,000				
60,000	-	60,000	-	-	-	-

REQUESTED FUNDING

Stormwater funds
TOTAL SOURCES

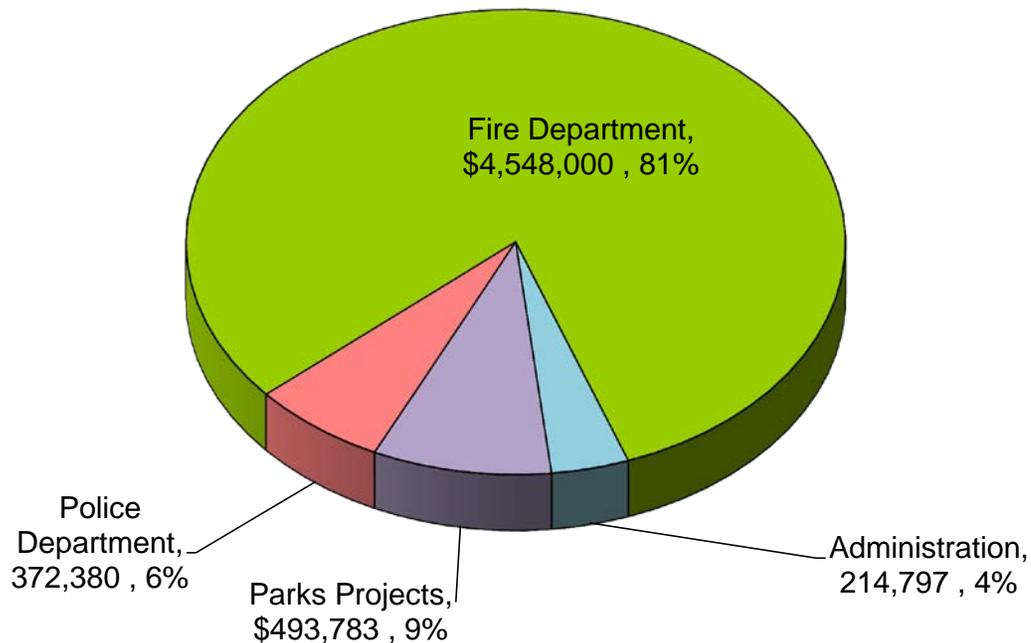


General Government Department Summary

Capital Improvement Plan 2015 - 2020

	Total \$ Project 2015 - 2020	2015	2016	2017	2018	2019	2020
Parks Department	493,783	82,783	10,500	32,000	26,500	79,000	263,000
Public Safety							
Police Department (incl Tech)	372,380	36,290	37,041	73,551	67,018	77,339	81,141
Fire Department	4,548,000	385,000	20,000	18,000	125,000	4,000,000	-
Subtotal	4,920,380	421,290	57,041	91,551	192,018	4,077,339	81,141
General Government							
City Technology (not Police)	189,797	33,909	30,068	31,418	35,959	29,184	29,259
Reroof Police Building	25,000	-	-	-	25,000	-	-
Subtotal	214,797	33,909	30,068	31,418	60,959	29,184	29,259
TOTAL Projected Expenditures	\$ 5,628,960	\$ 537,982	\$ 97,608	\$ 154,969	\$ 279,478	\$ 4,185,523	\$ 373,400

General Government CIP by Type of Funding Total: \$5,628,960



Capital Improvement Plan 2015 - 2020

CIP General Government Summary of Projects

		Total \$ Project 2015 - 2020	2015	2016	2017	2018	2019	2020
POLICE PROJECTS								
L1	Police Technology	135,811	26,990	24,641	12,455	17,105	26,178	28,444
L2	Patrol Car Replacement Plan	202,469			48,696	49,914	51,162	52,697
L3	Police Radio Replacement	34,100	9,300	12,400	12,400			
TOTAL POLICE PROJECTS		372,380	36,290	37,041	73,551	67,018	77,339	81,141
FIRE DEPARTMENT PROJECTS								
F1	Replace Primary Fire Engine 98	365,000	365,000					
F2	Replace Reserve Engine	600,000					600,000	
F3	Replace Aid Car	225,000					225,000	
F4	Replace Brush Truck Chassis	85,000					85,000	
F5	New Fire Station and Equipment (Growth)	3,215,000				125,000	3,090,000	
F6	Replace SCBA Bottles (Air Bottles)	58,000	20,000	20,000	18,000			
TOTAL FIRE PROJECTS		4,548,000	385,000	20,000	18,000	125,000	4,000,000	
PARKS PROJECTS								
P1	Ginder Creek Trail and Site Restoration	31,283	31,283					
P2	Grant Matching Funds	35,000	2,500	2,500	5,000	5,000	10,000	10,000
P3	Tree Planting Program	84,500	2,000	1,000	20,000	14,500	22,000	25,000
P4	Regional Trail System	240,000					40,000	200,000
P5	Lake Sawyer Mitigation Bank Improvements	10,000						10,000
P6	Pond to Parks Improvement (Eagle Creek)	11,000						11,000
P7	Parks Equipment and Upgrades	42,000	7,000	7,000	7,000	7,000	7,000	7,000
P8	Park's Plan Update	40,000	40,000					
TOTAL PARKS PROJECTS		493,783	82,783	10,500	32,000	26,500	79,000	263,000
ADMINISTRATION & CITY PROJECTS								
A1	City Technology Upgrades	189,797	33,909	30,068	31,418	35,959	29,184	29,259
A2	Reroof Police Building	25,000				25,000		
TOTAL ADMINISTRATION & CITY PROJECTS		214,797	33,909	30,068	31,418	60,959	29,184	29,259
TOTAL GENERAL GOVT CAPITAL PROJECTS		5,628,960	537,982	97,608	154,969	279,478	4,185,523	373,400

CIP General Government FUNDING Summary (Continued)								
Capital Improvement Plan 2013 - 2018		Total \$ Project 2015 - 2020	2015	2016	2017	2018	2019	2020
REET I FUNDING								
L1	Police Technology	135,811	26,990	24,641	12,455	17,105	26,178	28,444
L2	Patrol Car Replacement Plan	202,469			48,696	49,914	51,162	52,697
P2	Grant Matching Funds	35,000	2,500	2,500	5,000	5,000	10,000	10,000
P5	Lake Sawyer Mitigation Bank Improvements	10,000						10,000
P7	Parks Equipment and Upgrades	42,000	7,000	7,000	7,000	7,000	7,000	7,000
A1	City Technology Upgrades	189,797	33,909	30,068	31,418	35,959	29,184	29,259
A2	Reroof Police Building	25,000				25,000		
Total REET I Funding for Gen Govt CIP PROJECTS		640,077	70,399	64,208	104,569	139,978	123,523	137,400
PROJECT FUND BALANCE FUNDING								
L3	Police Radio Replacement	34,100	9,300	12,400	12,400			
F6	Replace SCBA Bottles (Air Bottles)	58,000	20,000	20,000	18,000			
Total Project Fund Balance Use		92,100	29,300	32,400	30,400			
LOANS TO FINANCE PROJECTS								
F1	Engine 98 Replace (10 yr)	240,000	240,000					
Total Loans to Finance Projects		240,000	240,000					
FUNDING FROM GROWTH OR BOND SALES								
F3	Replace Aid Car (12 yr)	225,000					225,000	
F4	Replace Brush Truck Chassis (5 yr)	82,000					82,000	
F2	Replace Reserve Engine	600,000					600,000	
F5	New Fire Station and Equipment	3,215,000				125,000	3,090,000	
Total Funding from Growth or Bond Sales		4,122,000				125,000	3,997,000	
FUNDING FROM SURPLUS SALES								
F1	Replace Engine 98 (Surplus Funding)	125,000	125,000					
F4	Brush Truck Chassis (Surplus Funding)	3,000					3,000	
Total Funding From Surplus Sales		128,000	125,000				3,000	
KING COUNTY CONSERVATION DISTRICT FUNDING								
P6	Pond to Parks Improvement (Eagle Creek)	11,000						11,000
Total King County Conservation District Funding		11,000						11,000
KING COUNTY PARKS & RECREATION COST SHARE								
P5	Regional Trail System	200,000						200,000
Total KC Parks & Recreation Cost Share		200,000						200,000
TREE MITIGATION FUND								
P3	Tree Planting Program	84,500	2,000	1,000	20,000	14,500	22,000	25,000
Total Tree Mitigation Fund		84,500	2,000	1,000	20,000	14,500	22,000	25,000
COUNTY TAX LEVY FOR PARKS								
P1	Ginder Creek Trail and Site Restoration	31,283	31,283					
P4	Regional Trail System	40,000					40,000	
Total County Levy Fund		71,283	31,283				40,000	
UNKNOWN FUNDING SOURCE								
P8	Park's Plan Update	40,000	40,000					
TOTAL GENERAL GOVT CAPITAL PROJECTS		5,628,960	537,982	97,608	154,969	279,478	4,185,523	373,400
LOAN PAYMENTS REET I								
F1	Replace Primary Fire Engine 98	96,538		19,308	19,308	19,308	19,308	19,308
LOAN PAYMENTS Fire Impact Fees								
F1	Replace Primary Fire Engine (2000)	50,000		10,000	10,000	10,000	10,000	10,000
Total Funding for Loan Payments (not in total)		146,538		29,308	29,308	29,308	29,308	29,308

REET I ANALYSIS SUMMARY (Fund 310)

Capital Improvement Plan 2015 - 2020

REET I - REVENUE		Capital Improvement Plan 2015 - 2020					
	Total \$ Project 2015 - 2020	2015	2016	2017	2018	2019	2020
Beg Fund Balance 104	187,770	187,770	179,871	153,355	95,417	6,756	(48,075)
REET Revenue (annual)							
1/4 of 1% REET - Existing Property	450,938	59,500	63,000	68,438	75,000	90,000	95,000
1/4 of 1% REET - Other new homes	37,125	3,000	4,000	7,500	5,625	8,000	9,000
Subtotal REET I Revenue	488,063	62,500	67,000	75,938	80,625	98,000	104,000
Reet II Transfer							
TOTAL Avail. Balance for Gen Govt Projects	675,833	250,270	246,871	229,293	176,042	104,756	55,925
REET I - PROJECT EXPENDITURES		Capital Improvement Plan 2015 - 2020					
	Total \$ Project 2015 - 2020	2015	2016	2017	2018	2019	2020
General Government							
A1 City Technology Upgrades	189,797	33,909	30,068	31,418	35,959	29,184	29,259
A2 Reroof Police Building	25,000				25,000		
Subtotal General Government	214,797	33,909	30,068	31,418	60,959	29,184	29,259
Parks							
P2 Grant Matching Funds	35,000	2,500	2,500	5,000	5,000	10,000	10,000
P5 Lake Sawyer Mitigation Bank Improvements	10,000						10,000
P7 Parks Equipment and Upgrades	42,000	7,000	7,000	7,000	7,000	7,000	7,000
Subtotal Parks	87,000	9,500	9,500	12,000	12,000	17,000	27,000
Public Safety							
L1 Police Technology	135,811	26,990	24,641	12,455	17,105	26,178	28,444
L2 Patrol Car Replacement Plan	202,469			48,696	49,914	51,162	52,697
Total Public Safety	338,280	26,990	24,641	61,151	67,018	77,339	81,141
Total REET I Projects	640,077	70,399	64,208	104,569	139,978	123,523	137,400
Total REET I Debt	146,538		29,308	29,308	29,308	29,308	29,308
TOTAL REET I	786,615	70,399	93,516	133,876	169,285	152,831	166,708
REET I left for next year (Ending Balance)	(110,782)	179,871	153,355	95,417	6,756	(48,075)	(110,782)
REET based on Houses sold		2015	2016	2017	2018	2019	2020
Existing Property Sales (in 000's)		62 @\$250	75 @\$255	85 @\$260	95 @\$265	120 @\$270	140 @\$275
Other new home sales (in 000's)		5 @\$250	10 @\$255	10 @\$260	11 @\$265	12 @\$270	17 @\$275

Police Department

CAPITAL PROJECT SUMMARY

Capital Plan 2015 - 2020							
Project Title	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
L1 Police Technology	127,411	26,590	24,241	6,055	16,705	25,778	28,044
L2 Patrol Car Replacement Plan	296,977	47,000	47,509	48,696	49,914	51,162	52,697
POLICE DEPT TOTAL EXPENDITURES	424,389	73,590	71,749	54,751	66,618	76,939	80,741
Funding Sources							
<i>REQUESTED FUNDING</i>	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
REET I							
L1 Police Technology	127,411	26,590	24,241	6,055	16,705	25,778	28,044
L2 Patrol Car Replacement Plan	296,977	47,000	47,509	48,696	49,914	51,162	52,697
TOTAL FUNDING FOR POLICE PROJECTS	424,389	73,590	71,749	54,751	66,618	76,939	80,741

Capital Plan 2015 - 2020

Project for Police Department # L1

PROJECT TITLE Police Technology

DESCRIPTION Variety of technology for Police including PC purchases, network upgrades for hardware and software, and replacement of radios, printers and copiers.

COMMENTS Laptops for all officers. General technology needs in years after.

CAPITAL PROJECT COSTS

Laptops - Replacements
 PC Software
 Networking Hardware

TOTAL COSTS

REQUESTED FUNDING

REET I

TOTAL SOURCES

Capital Plan 2015 - 2020						
Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
Laptops - Replacements	17,458	14,735	4,085	14,735	17,458	14,735
PC Software	2,033	6,506	1,970	1,970	2,020	7,010
Networking Hardware	7,100	3,000	-	-	6,300	6,300
TOTAL COSTS	26,590	24,241	6,055	16,705	25,778	28,044
Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
REET I	26,590	24,241	6,055	16,705	25,778	28,044
TOTAL SOURCES	26,590	24,241	6,055	16,705	25,778	28,044



Servers, Routers and Laptops

Black Diamond Police

4/7/2014

5 Year CIP - Equipment rotation and replacement

Description	Cost Each	PC w/ software	2015	2016	2017	2018	2019	2020
Total Desktop 2013			5	5	5	5	5	5
Total MDC - Rugged 2013			8	9	9	9	9	9

Replacement Desktop			2		3		2	
Replacement MDC			3	3		3	3	3

Hardware

Desktop -	\$ 800.00	\$ 1,361.50	\$ 2,723.00		\$ 4,084.50		\$ 2,723.00	
MDC - Includes O/S	\$ 4,500.00	\$ 4,911.50	\$ 14,734.50	\$ 14,734.50		\$ 14,734.50	\$ 14,734.50	\$ 14,734.50

Software

Netmotion (wireless MDC CI Annual fee - Office (Includes word, excel, One-time outlook, powerpoint, publisher, access))	\$ 31.00		\$ 248.00	\$ 279.00	\$ 279.00	\$ 279.00	\$ 279.00	\$ 279.00
Windows (Operating System One-time AMP (helpdesk software) Annual Cost	\$ 150.00		\$ 292.50	\$ 315.00	\$ 315.00	\$ 315.00	\$ 315.00	\$ 315.00
Anti-Virus Protection Annual Cost	\$ 22.50		\$ 442.00	\$ 476.00	\$ 476.00	\$ 476.00	\$ 476.00	\$ 476.00
Smartnet Warranty - Router Annual Cost	\$ 34.00		\$ 450.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 325.00	\$ 325.00
Server Warranty - All expire Annual Cost	\$ 150.00		\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 625.00	\$ 625.00
	\$ 300.00			\$ 4,536.00				\$ 4,989.60

Network Hardware and Software

Server (Includes 4 year warranty)	\$ 6,000.00		\$ 6,000.00					\$ 6,300.00
Firewall	\$ 2,500.00						\$ 2,625.00	
Wireless	\$ 1,100.00		\$ 1,100.00					
Switches - 48 Port	\$ 3,500.00						\$ 3,675.00	
Firewall/VPN Concentrator	\$ 2,200.00							
Router	\$ 3,000.00			\$ 3,000.00				
Backup	\$ 1,500.00							
(Court router end of life - Seek AOC Funding)	\$ 3,000.00							

Phones

Unknown Other

Video/ Audio/ Mobile Device

Industry Standard Hardware Rotation	Cost
Desktop - Monitor, mouse, k 3 years	\$ 800.00
MDC - Rugged 5 years	\$ 4,500.00
Servers 5 years	\$ 6,000.00
Network - Firewalls/ Switches 6 years	\$ 3,500.00
Backup Tape Drive 5 years	\$ 1,500.00

CIP 2015-2020	2015	2016	2017	2018	2019	2020
	\$ 26,590.00	\$ 24,240.50	\$ 6,054.50	\$ 16,704.50	\$ 25,777.50	\$ 28,044.10

Considerations -

SPILLMAN

Spillman Server Replacement Option A	\$12,000	Current server is end of life, and end of support. Any repairs or failure would be "best case repair"
Auburn Shared Option B	\$10,000	Includes license to create a separate partition for Black Diamond and would be \$600 annually in support
Optional data migration cost Option B/C	\$42,000	Above option does not include migrating current or existing information although server could be managed separately
Phone System Upgrades	\$15,000	without support if necessary
Future staffing, and equipment rotation addition		
Netmotion Server hosted by Option A	\$per license	This would replace the existing server and Auburn would host at actual cost. Currently, BDPD owns server which is
Netmotion Server Hardware Option B	\$12,000	end of life and support.

Capital Plan 2015 - 2020

Project for the **Police Department** # **L2**

PROJECT TITLE **Patrol Car Replacement Plan**

DESCRIPTION The City has created and maintained a vehicle replacement plan with planned expenditures for patrol cars in an effort to replace aging patrol cars before becoming too expensive to maintain and to assure officer safety.

BACKGROUND This rotation plan will allow the force to spend more time on the street and less time delivering them for repairs and maintenance. Two existing cars will be converted to Police Vehicles in 2014. This will delay future replacement until 2017.

Capital Plan 2015 - 2020							
Total \$ Requested 2015-2020		2015	2016	2017	2018	2019	2020
CAPITAL PROJECT COSTS							
Capital Outlay	296,977	47,000	47,509	48,696	49,914	51,162	52,697
TOTAL COSTS	296,977	47,000	47,509	48,696	49,914	51,162	52,697
REQUESTED FUNDING							
Total \$ Requested 2015-2020		2015	2016	2017	2018	2019	2020
REET I	296,977	47,000	47,509	48,696	49,914	51,162	52,697
REET II	-						
PW Trust Fund	-						
Capital Reserves	-						
TOTAL SOURCES	296,977	47,000	47,509	48,696	49,914	51,162	52,697

Replacement Schedule	2015	2016	2017	2018	2019	2020
Car 20 2006 Blk/White	47,000					
Car 23 2007 Black			48,696			
Car 27 2007 Black		47,509				
Car 28 2008 Black/White				49,914		
Car 29 2009 Black/White					51,162	
Car 22 2009 Black/White						52,697



Fire Department CAPITAL PROJECT SUMMARY

Expenditure Summary by Project							
Project Title	Capital Plan 2015 - 2020						
	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
F1 Replace Primary Fire Engine 98	365,000	365,000					
F2 Replace Reserve Engine	600,000					600,000	
F3 Replace Aid Car	225,000					225,000	
F4 Replace Brush Truck Chassis	85,000					85,000	
F5 New Fire Station and Equipment (Growth)	3,215,000				125,000	3,090,000	
F6 Replace SCBA Bottles (Air Bottles)	58,000	20,000	20,000	18,000			
TOTAL EXPENDITURES	4,548,000	385,000	20,000	18,000	125,000	4,000,000	
Funding Sources							
Loans to Finance Projects							
F1 Engine 98 Replace (10 yr)	240,000	240,000					
TOTAL LOANS	240,000	240,000					
Funding From Growth or Bond Sales							
F3 Replace Aid Car (12 yr)	225,000					225,000	
F4 Replace Brush Truck Chassis (5 yr)	82,000					82,000	
F2 Replace Reserve Engine	600,000					600,000	
F5 New Fire Station and Equipment	3,215,000				125,000	3,090,000	
TOTAL FROM GROWTH OR BOND SALES	4,122,000				125,000	3,997,000	
Funding From Surplus Sales							
F1 Replace Engine 98 (Surplus Funding)	125,000	125,000					
F4 Brush Truck Chassis (Surplus Funding)	3,000					3,000	
TOTAL SURPLUS SALES	128,000	125,000				3,000	
Funding From Beginning Fund Balance							
F6 Replace SCBA Bottles (Air Bottles)	58,000	20,000	20,000	18,000			
TOTAL FUND BALANCE USE	58,000	20,000	20,000	18,000			
FIRE DEPT SUBTOTAL	4,548,000	385,000	20,000	18,000	125,000	4,000,000	
Loans to Finance Projects							
REET I							
F1 Engine 98 Replace (Loan Payment 10 yr)	96,538		19,308	19,308	19,308	19,308	19,308
Fire Impact Fees							
F1 Replace Primary Fire Engine (2000)	50,000		10,000	10,000	10,000	10,000	10,000
Total Debt Service Payments	146,538		29,308	29,308	29,308	29,308	29,308
TOTAL FIRE PROJECTS	4,694,538	385,000	49,308	47,308	154,308	4,029,308	29,308

Capital Plan 2015 - 2020

Project for the

Fire Department

F1

PROJECT TITLE

Replace Primary Fire Engine (2000)

DESCRIPTION

This project replaces the newest engine in the fleet with a suitable, demo pumper having better long-term maintenance prospects.

BACKGROUND

The present vehicle experienced a major mechanical malfunction during 2010 annual service testing. Repairs cost over \$21,000 and required more than four months to complete. Only one service center bid on the overhaul because of difficulties obtaining replacement parts.

COMMENTS

The Fire Maintenance Supervisor recommends replacing the current pumper now with a 3 to 4 year old used one, to offset the higher cost of replacement. A State sponsored loan is one means of funding this project. Cost projections below are based on 5% interest rate over a 10 year term.

CAPITAL PROJECT COSTS

Capital Outlay

TOTAL COSTS

REQUESTED FUNDING

Loan Plan

Surplus Equipment Sale

TOTAL SOURCES

NON CAPITAL OPERATING COSTS

REET I Debt Repay (10yr @5%)

Fire Impact Fee (10yr @5%)

TOTAL OPERATING

Capital Plan 2015 - 2020							
Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020	
Capital Outlay	365,000	365,000					
TOTAL COSTS	365,000	365,000	-	-	-	-	-
Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020	
Loan Plan	240,000						
Surplus Equipment Sale	125,000						
TOTAL SOURCES	365,000	365,000	-	-	-	-	-
Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020	
REET I Debt Repay (10yr @5%)	96,538	19,308	19,308	19,308	19,308	19,308	19,308
Fire Impact Fee (10yr @5%)	50,000	10,000	10,000	10,000	10,000	10,000	10,000
TOTAL OPERATING	96,538	19,308	19,308	19,308	19,308	19,308	19,308



Capital Plan 2015 - 2020

Project for the **Fire Department** # **F2**

PROJECT TITLE **Replace Reserve Engine**

DESCRIPTION Replace reserve engine # 981 and extend the service life of front-line engine.

BACKGROUND Engine 981 is a Pierce brand engine custom built for Kent Fire in 1986. The City later purchased this engine used. It has more than 155,000 miles on the odometer and 12,000 hours in use.

COMMENTS Replacement of the Fire Engine and Station will require growth from REETI and Fire Impact Fee Revenue or Bond Sales Revenue.

Capital Plan 2015 - 2020							
CAPITAL PROJECT COSTS	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
Capital Outlay	600,000					600,000	
TOTAL COSTS	600,000	-	-	-	-	600,000	-
REQUESTED FUNDING	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
Growth or Bond Sales	600,000					600,000	-
TOTAL SOURCES	600,000	-	-	-	-	600,000	-



Engine #981

Capital Plan 2015 - 2020

Project for the PROJECT TITLE	Fire Department Replace Aid Car	#	F3
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DESCRIPTION Replace Aid 98 to provide reliable patient transport capability.

BACKGROUND Aid 98 is a 1994 Ford purchased by City surplus from King County Medic One. This vehicle shows over 143,160 miles. This is the only aid car owned by the City and maintenance costs are expected to increase with age in continued front-line use.

COMMENTS At the estimated cost of \$225,000, a twelve year loan assuming a 5% interest rate would be \$24,972 per year.

Capital Plan 2015 - 2020							
	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
CAPITAL PROJECT COSTS							
Capital Outlay	225,000				-	225,000	
TOTAL COSTS	225,000	-	-	-	-	225,000	-
REQUESTED FUNDING							
Growth or Bond Sales	225,000				-	225,000	-
TOTAL SOURCES	225,000	-	-	-	-	225,000	-



Aid Car 98



Capital Plan 2015 - 2020

Project for the **Fire Department** # **F4**

PROJECT TITLE **Replace Brush-Truck Chassis**

DESCRIPTION

Replace chassis of Brush 98 to improve safety and increase the usefulness of the vehicle. The standard chassis is too small, allowing only a half fill.

BACKGROUND

Present vehicle, while relatively new and low mileage, exceeds manufacturers gross vehicle weight when fully loaded with water. A heavier duty chassis increases the quantity of water safely carried by the vehicle and the "Class A" foam system improves efficiency of the water used.

COMMENTS

Selling the present chassis as surplus equipment helps offset the estimated \$85,000 project cost which includes 5 years of financing at 5% interest rate through the State LOCAL loan Plan.

CAPITAL PROJECT COSTS

Capital Plan 2015 - 2020						
Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
Capital Outlay					85,000	
TOTAL COSTS	85,000	-	-	-	85,000	-
Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
Growth or Bond Sales					82,000	
Surplus Sale of Equip.					3,000	
TOTAL SOURCES	85,000	-	-	-	85,000	-

REQUESTED FUNDING

Growth or Bond Sales
Surplus Sale of Equip.
TOTAL SOURCES



Example of a Brush Truck with Chassis

Capital Plan 2015 - 2020

Project for the

Fire Department

#

F5

PROJECT TITLE

New Fire Station and Equipment - Growth Related

DESCRIPTION

Provide a satellite fire station sited and equipped to enhance fire and emergency medical service delivery in the community. This initiative begins with a site location study, proceeds to construct the station, and ends with a complement of essential equipment in service at the new facility.

BACKGROUND

Service needs within the community will change with growth. This project seeks to determine the optimal location, build approximately 8,000 square feet of fire station at \$405 per square foot within the next six year at a cost of approximately \$3,240,000. Additional growth related equipment of a Fire Pumper, Aid Car, Brush Truck, & Support Vehicle will be needed in later years after more growth has occurred. Land costs are not included and could add approximately \$750,000 if the station is not built on existing City property.

COMMENTS

CAPITAL PROJECT COSTS

Preliminary Engineering
 Construction Engineering
 Design Engineering
 Construction Costs (bldg)

TOTAL COSTS

REQUESTED FUNDING

Bond Sales
 REET I

TOTAL SOURCES

Capital Plan 2015 - 2020						
Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
75,000	-			75,000		
70,000		-		-	70,000	
120,000				50,000	70,000	
2,950,000					2,950,000	
3,215,000	-	-	-	125,000	3,090,000	-
Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
3,215,000				125,000	3,090,000	
-						
3,215,000	-	-	-	125,000	3,090,000	-



New Fire Station 96

Capital Plan 2015 - 2020

Project for the	Fire Department	# F6
PROJECT TITLE		
Replace SCBA Bottles (Air Bottles)		

DESCRIPTION Replace Existing Self Contained Breathing Apparatus Air Bottles.

BACKGROUND

Firefighters are required by WAC 296.305 to wear self-contained breathing apparatus (SCBA's) when entering hazardous atmospheres. A central feature of these SCBA's is a compressed air cylinder to supply fresh breathing air to the firefighter working in such an environment. The manufacture, use and maintenance of these cylinders are subject to Department of Transportation (DOT) regulation under Title 49, Code of Federal Regulations. The City owns twenty-four SCBA's and forty-four cylinders. The carbon fiber reinforced aluminium SCBA cylinders, like Black Diamond's, commonly used in the fire service have a fifteen year service life measured from the manufacture date. These cylinders were purchased with new SCBA's under a federal grant program and were pressure tested at five year intervals. All of these scylinders will reach the end of their service lives by 2017. This program will replace all forty-four cylinders over a three year period. Twelve cylinders will be replaced in 2015. Replacment of the remaining cylinders will occur during the following two years. Current pricing is \$1,200 per cylinder.

COMMENTS

CAPITAL PROJECT COSTS

Capital Outlay
TOTAL COSTS

REQUESTED FUNDING

Beginning Fund Balance
TOTAL SOURCES

Capital Plan 2015 - 2020						
Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
58,000	20,000	20,000	18,000	-	-	-
58,000	20,000	20,000	18,000	-	-	-
Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
58,000	20,000	20,000	18,000	-	-	-
58,000	20,000	20,000	18,000	-	-	-



NR/Parks Department CAPITAL PROJECT SUMMARY

Expenditure Summary by Project							
Project Name	Capital Plan 2015 - 2020						
	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
P1 Ginder Creek Trail and Site Restoration	31,283	31,283					
P2 Grant Matching Funds	35,000	2,500	2,500	5,000	5,000	10,000	10,000
P3 Tree Planting Program	84,500	2,000	1,000	20,000	14,500	22,000	25,000
P4 Regional Trail System	240,000					40,000	200,000
P5 Lake Sawyer Mitigation Bank Improvements	10,000						10,000
P6 Pond to Parks Improvement (Eagle Creek)	11,000						11,000
P7 Parks Equipment and Upgrades	42,000	7,000	7,000	7,000	7,000	7,000	7,000
P8 Park's Plan Update	40,000	40,000					
TOTAL PLANNED EXPENDITURES	493,783	82,783	10,500	32,000	26,500	79,000	263,000
Funding Sources							
	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
King County Parks and Recreation Cost Share							
P5 Regional Trail System	200,000						200,000
Total KC Parks and Recreation Cost Share	\$200,000						\$200,000
King County Parks Property Tax Levy Funds							
P1 Ginder Creek Trail and Site Restoration	31,283	31,283					
P4 Regional Trail System	40,000					40,000	
Total King County Parks Levy Fund	\$71,283	\$31,283				\$40,000	
Tree Mitigation (General) Fund							
P3 Tree Planting Program	84,500	2,000	1,000	20,000	14,500	22,000	25,000
Total Tree Mitigation Fund	\$84,500	\$2,000	\$1,000	\$20,000	\$14,500	\$22,000	\$25,000
King Conservation District Grant							
P6 Pond to Parks Improvement (Eagle Creek)	11,000						11,000
Total KCD Grant	\$11,000						\$11,000
REET I Funds							
P2 Grant Matching Funds	35,000	2,500	2,500	5,000	5,000	10,000	10,000
P5 Lake Sawyer Mitigation Bank Improvements	10,000						10,000
P7 Parks Equipment and Upgrades	42,000	7,000	7,000	7,000	7,000	7,000	7,000
Total REET I Funding	\$87,000	\$9,500	\$9,500	\$12,000	\$12,000	\$17,000	\$27,000
Unknown Funding Source							
P8 Park's Plan Update	40,000	40,000					
Total Unknown Funding Source	\$40,000	\$40,000					
TOTAL NR/PARKS PROJECT FUNDING	\$493,783	\$82,783	\$10,500	\$32,000	\$26,500	\$79,000	\$263,000
Ongoing Maintenance and Operating Costs							
	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
Maintenance Salaries (REET I)	30,000	5,000	5,000	5,000	5,000	5,000	5,000
Total Trail Maintenance (Salaries)	30,000	5,000	5,000	\$5,000	\$5,000	\$5,000	\$5,000

Capital Plan 2015 - 2020

Project for the	NR/Parks Department	#	P1
PROJECT TITLE	Ginder Creek Trail and Site Restoration		

Description

Design and Construct a 1400 foot long 10 feet wide multi purpose trail and a small parking lot on Roberts Drive.

Background

The City acquired the Ginder Creek parcel as a component to the Open Space Agreement signed in 2005. Initial planning efforts, work with the City Council, as well as Public input, has steered the NR/Parks Department towards trail development as well as habitat improvements along the Ginder Creek corridor. This area has historically been used for agricultural activities, but has since remained fallow, with the proliferation of invasive Reed Canary Grass.

CAPITAL PROJECT COSTS

Property Easment
Construction Costs

TOTAL COSTS

REQUESTED FUNDING

King County Tax Levy Funds

TOTAL SOURCES

Capital Plan 2015 - 2020						
Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
	19,000	19,000				
12,283	12,283					
\$31,283	\$31,283					
Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
	31,283	31,283				
\$31,283	\$31,283					



Access Point of Morgan Street



Access off of Roberts Drive

Capital Plan 2015 - 2020

Project for the	NR/Parks Department	#	P2
<i>PROJECT TITLE</i>	Grant Matching Funds		

DESCRIPTION Funds earmarked for matching grant resources to be utilized in the design and construction of Parks and Natural Resource projects. This project has a 2013 carry-over balance of \$82,500.

CAPITAL PROJECT COSTS

Transfer Reserves

TOTAL COSTS

REQUESTED FUNDING

Real Estate Excise Tax I

TOTAL SOURCES

Capital Plan 2015 - 2020						
Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
\$35,000	2,500	2,500	5,000	5,000	10,000	10,000
\$35,000	\$2,500	\$2,500	\$5,000	\$5,000	\$10,000	\$10,000
Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
\$35,000	\$2,500	2,500	5,000	5,000	10,000	10,000
\$35,000	\$2,500	\$2,500	\$5,000	\$5,000	\$10,000	\$10,000

Capital Plan 2015 - 2020

Project for the

NR/Parks Department

P3

PROJECT TITLE

Tree Planting Program

DESCRIPTION

Tree mitigation fund for planting trees throughout the City of Black Diamond, including a reforestation program offered to citizens of Black Diamond

CAPITAL PROJECT COSTS

Tree Mitigation Program

TOTAL COSTS

REQUESTED FUNDING

Tree Mitigation (General Fund)

TOTAL SOURCES

Capital Plan 2014 - 2019						
Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
84,500	2,000	1,000	20,000	14,500	22,000	25,000
\$84,500	\$2,000	\$1,000	\$20,000	\$14,500	\$22,000	\$25,000

Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
84,500	2,000	1,000	20,000	14,500	22,000	25,000
\$84,500	\$2,000	\$1,000	\$20,000	\$14,500	\$22,000	\$25,000



Capital Plan 2015 - 2020

Project for the	NR/Parks Department	#	P4	
PROJECT TITLE				
Regional Trail System				
DESCRIPTION				
Regional Trail concept devised by King County and the City of Black Diamond, running north to south and vice versa. The trail follows the old rail line grade to the north, through Lake Sawyer, eventually connecting to Flaming Geyser State Park along SE Green River Road.				
BACKGROUND				
A major focus in Black diamond has been creating a town that is walkable and pedestrian friendly. This program will help further this focus. In 2011, a Comprehensive Trail Plan was completed and adopted that allows the City more flexibility in applying for grant resources. In 2012, King county completed a conceptual design for the trail corridor and plans to start design sometime in summer 2014. Which end to begin construction is currently being debated by King County.				
Capital Plan 2014 - 2019				
Total \$ Requested 2015-2020				
2015 2016 2017 2018 2019 2020				
240,000 40,000 200,000				
\$240,000 \$40,000 \$200,000				
CAPITAL PROJECT COSTS				
TOTAL COSTS				
REQUESTED FUNDING				
Total \$ Requested 2015-2020				
2015 2016 2017 2018 2019 2020				
King County Parks Cost Share	200,000			200,000
King County Parks Levy Funds	40,000			40,000
TOTAL SOURCES	\$240,000			\$40,000 \$200,000



Old Rail line Crossing towards BD



King County Horse Trailer Parking Facility

Capital Plan 2015 - 2020

Project for the	NR/Park: Department	#	P5
PROJECT TITLE	Lake Sawyer Mitigation Bank Improvements		

DESCRIPTION The study, planning and establishment of a shoreline mitigation bank at the lake Sawyer Regional Park for impacts associated with development and re-development along the shores of Lake Sawyer.

BACKGROUND The City of Black Diamond is considering final approval of the its' Shoreline Master Program and some flexible shoreline setback standards. In order to mitigate for impacts associated with encroaching within the newly set shoreline setback, developers may have the opportunity to pay into a mitigation bank that would allow for the impacts on their site, while enhancing/improving the shorelines within the Regional Park.

CAPITAL PROJECT COSTS

Feasibility Study
Design Engineering
Construction Costs

TOTAL COSTS

REQUESTED FUNDING

Real Estate Excise Tax I

TOTAL SOURCES

Capital Plan 2015 - 2020						
Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
\$10,000						10,000
\$10,000						\$10,000
Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
10,000						10,000
\$10,000						\$10,000



Lake Sawyer Regional Park (South end of Lake Sawyer)

Capital Plan 2015 - 2020

Project for the **NR/Parks Department** **# P6**
PROJECT TITLE **Pond to Parks Improvement (Eagle Creek)**

DESCRIPTION Convert the stormwater retention pond at the Eagle Creek Sub-Division to a stormwater / Park multi purpose facility. Add a layer of permeable top soil that will not exceed the design infiltration rate of the storm water retention pond and seed to grass. Remove the fence on the south end of the project.

BACKGROUND After the construction of this facility, engineering staff observed that surface water infiltration rates far exceeded the delivery volumes associated with surface run-off generated within the sub-division. Because of this, the pond is dry throughout the year and can provide an excellent grass lawn open space feature to users of the City parks facility. This conversion of a gravel storm infiltration pond to a stormwater / Park multi purpose facility will improve storm water treatment, aesthetics and provide additional park area for citizens. This project is shown at the end of the capital Improvement program because the Park department has not had the funds to take on additional maintenance.

Capital Plan 2015 - 2020							
	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
CAPITAL PROJECT COSTS							
Engineering & Landscape Design	\$3,000						3,000
Construction Costs	\$8,000						8,000
TOTAL COSTS	\$11,000						\$11,000
REQUESTED FUNDING							
	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
King Conservation Grant	11,000						11,000
TOTAL SOURCES	\$11,000						\$11,000



View into the Eagle Creek Pond



Entrance to the Eagle Creek Pond

Capital Plan 2015 - 2020

Project for the	NR/Parks Department	# P7
PROJECT TITLE	Parks Equipment and Upgrades	

DESCRIPTION The park and cemetery department depend on the some of the major pieces of heavy equipment that is owned by the water, sewer, street and stormwater departments. The Park and Cemetery need to contribute toward the replacement of the backhoe, dump truck, utility trucks, shoulder mower. In addition the City needs to set aside funds to purchase mowers specifically for park and cemetery use.

BACKGROUND The utility funds are proprietary funds and cannot subsidize the park and cemetery fund. Therefore the Park and cemetery budgets need to contribute to the Equipment Replacement Account.

Capital Plan 2015 - 2020							
	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
<u>CAPITAL PROJECT COSTS</u>							
Park and Cemetery Equipment Replacements	42,000	7,000	7,000	7,000	7,000	7,000	7,000
<u>TOTAL COSTS</u>	\$42,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
<u>REQUESTED FUNDING</u>							
	Total \$ Requested 2015-2020	2015	2016	2017	2018	2019	2020
REET I	42,000	7,000	7,000	7,000	7,000	7,000	7,000
<u>TOTAL SOURCES</u>	\$42,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000



BMX Park Fence Replacement



Parks Equipment Replacement Program

Capital Plan 2015 - 2020

Project for the

NR/Parks Department

P8

PROJECT TITLE

Park's Plan Update

DESCRIPTION

Update of the City's Comprehensive Parks, Recreation and Open Space Plan in order to regain grant eligibility for state funds towards trails, open space and park's infrastructure.

BACKGROUND

Staff developed the City's first Comprehensive PROS's plan in late 2008. This was approved by the Recreation and Conservation Office and utilized in garnering several, large grants for improvements throughout the City. As staff resources have continued to decline, as well as reshuffling of staff responsibilities, consultant help is essential in order to ensure a timely and citizen input driven plan.

CAPITAL PROJECT COSTS

Consulting Services

TOTAL COSTS

REQUESTED FUNDING

Unknown Funds

TOTAL SOURCES

Capital Plan 2015 - 2020							
Total \$ Requested 2015- 2020	2015	2016	2017	2018	2019	2020	
40,000	40,000						
\$40,000	\$40,000						
Total \$ Requested 2015- 2020	2015	2016	2017	2018	2019	2020	
40,000	40,000						
\$40,000	\$40,000						

City Administration and Facilities CAPITAL PROJECT SUMMARY

	Capital Plan 2015 - 2020						
	Total \$ Requested 2015 - 2020	2015	2016	2017	2018	2019	2020
A1 City Technology Upgrades	150,000	25,000	25,000	25,000	25,000	25,000	25,000
A2 Reroof Police Building	25,000				25,000		
ADMIN & FACILITIES DEPT TOTAL EXPENDITURES	175,000	25,000	25,000	25,000	50,000	25,000	25,000

Capital Plan 2015 - 2020

Project for **Administration and Facilities** **# A1**

PROJECT TITLE **City Technology - Capital**

DESCRIPTION Variety of technology upgrades to the City including PC purchases, software purchases, network upgrades hard and software and printers. (see next page) These City upgrades exclude Police, as that department has a separate technology project list.

BACKGROUND This project is for PC replacements and other capital technology for the City. This includes servers, network and network software, disaster software and other technology. Auburn IT will be updating amounts in next month or two.

Capital Plan 2015 - 2020							
CAPITAL PROJECT COSTS	Total \$ Requested 2015 - 2020	2015	2016	2017	2018	2019	2020
PC, Printers, Software	30,000	5,000	5,000	5,000	5,000	5,000	5,000
Network Software, Audio & Recovery.	120,000	20,000	20,000	20,000	20,000	20,000	20,000
Telephone System Replacement	-						
TOTAL COSTS	150,000	25,000	25,000	25,000	25,000	25,000	25,000
REQUESTED FUNDING	Total \$ Requested 2015 - 2020	2015	2016	2017	2018	2019	2020
REET I	150,000	25,000	25,000	25,000	25,000	25,000	25,000
TOTAL SOURCES	150,000	25,000	25,000	25,000	25,000	25,000	25,000

Technology Non Police

	Yr	2015	2016	2017	2018	2019	2020
	Users	25	25	25	25	25	25
	p/user						
PCs							
Purchase	1250						
Replacement	900	5625	5625	5625	5625	5625	5625
Printers/Mice/Access	100	625	625	625	625	625	625
PC Software							
Software Purchase	150	937.5	937.5	937.5	937.5	937.5	937.5
MS Office	250		6250				
Software Upgrades	100	1000	1000	1000	1000	1000	1000
Anti-virus/SPAM	50	1875	1875	1875	1875	1875	1875
Network							
Server purchases	6000				6000		
Server Upgrades	6000	6000		6000		6000	
NW/Security Devices	2000	2000		2000		2000	
Network Software							
Operating Systems	1200	1200	1200	1200	1200	1200	1200
Backup/WWW	800	800	800	800	800	800	800
Other purchases							
Video/Audio	400	400	400	400	400	400	400
Disaster Recovery	1500		1500		1500		1500

CAPITAL BUDGET	2015	2016	2017	2018	2019	2020
Totals	19962.5	20462.5	20212.5	20462.5	19962.5	13962.5
Rounding	20000	20000	20000	20000	20000	20000
Permit Trax	6500	6500	6500	6500	6500	6500
Vision Financial	4500	4500	4500	4500	4500	4500
Prof Services	3000	3000	3000	3000	3000	3000
Subscriptions	500	500	500	500	500	500
Maint/Repair	1500	1500	1500	1500	1500	1500
Training	1500	1500	1500	1500	1500	1500
Maint/Operating	2015	2016	2017	2018	2019	2020
Rounded Total	18000	18000	18000	18000	18000	18000

Capital Plan 2015 - 2020

Project for the

Administration and Facilities

A2

PROJECT TITLE

Reroof Police Station

DESCRIPTION

The Police Station will be overdue for a new roof.

CAPITAL PROJECT COSTS

Construction Costs

Contingency

TOTAL COSTS

REQUESTED FUNDING

REET 1

TOTAL SOURCES

Capital Plan 2015 - 2020						
Total \$ Requested 2015 - 2020	2015	2016	2017	2018	2019	2020
25,000				25,000		
25,000	-	-	-	25,000	-	-
Total \$ Requested 2015 - 2020	2015	2016	2017	2018	2019	2020
25,000	-	-	-	25,000	-	-
25,000	-	-	-	25,000	-	-





**DRAFT
CITY OF BLACK DIAMOND**

**2014 Schedule
2015 – 2020 Capital Improvement Plan (CIP)**

	Process	Internal Due Date	Committee Meetings	Workstudy	City Council Meetings
1	CIP Planning Meeting	March 10 & 18			
2	CIP Call letter & worksheet to affected departments (include goals, rules and timelines)	March 18			
3	Departments Update detailed requests and submit to Finance and City Administration	March 18 - March 28			
4	Finance prepares worksheets for affected funds, such as: Street, Sewer, Water, Drainage, Parks, Public Safety.	March 18- March 28			
5	Finance combines all requests by fund type and returns to departments for committee meetings.	March 31- April 3			
6	Public Works Committee Meeting to review requested projects for Street, Water, Sewer, Stormwater.		April 4 12:00 noon		
7	Budget, Finance & Administration Committee Meeting to review requested projects for General Government, including technology, and Gen Gov't Building Imp.		April 10 10:00 AM		
8	Public Safety Committee Meeting to review requested projects for Police & Fire.		April 11 10:30 AM		
9	Parks Committee Meeting to review requested Parks Projects.		April 18 10:00 AM		
10	Budget, Finance & Administration Committee Meeting-2 nd review of 2015 – 2020 CIP.		April 24 10:00 AM		
11	Finance combines revenue and all Department requests for review by Administration. Administration Reviews with Finance and Departments to requested Projects.	April 7-23			
12	Finance, Public Works, Administration meet with Mayor to review PW projects & revenue	April 24 @ 4 PM			
13	CIP Council Workstudy Public Works			May 8	
14	Finance, Administration, Parks, Police, Fire meet with Mayor to review projects & revenue	May 22 @ 4 PM			
15	CIP Workstudy –Non-Public Works 6-7 PM			June 19	
16	Council Public Hearing on 2015-2020 CIP-to Brenda by June 4.				June 19
17	Workstudy Review of CIP Edits from Public Hearing and Committees			July 10	
18	Council adopts 2015 – 2020 CIP				Nov 6, 2014

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: AB14-104 Contract Amendment with CH2M Hill to provide professional services in regards to the service area boundary dispute with Covington Water District Cost Impact (see also Fiscal Note): \$60,200 Fund Source: MDRT Timeline: 2014-2015	Agenda Date: November 6, 2014	
	AB14-104	
	Mayor Dave Gordon	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Aaron Nix	
	Finance – May Miller	
	MDRT/Eco Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	X
	Court – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution 14-988; Original Executed Contract; Contract Amendment & Exhibits		
SUMMARY STATEMENT: <u>Background:</u> Covington Water District submitted an appeal to the King County Utilities Technical Review Committee (UTRC) to solve a water service area dispute over the right to serve 98 acres on the west side of Black Diamond within The Villages Master Planned Development. The City selected CH2M Hill to represent the City on a technical basis for this UTRC appeal as RH2 Engineering has a conflict of interest. <u>Timing:</u> In order to quickly address initial submittals required by the UTRC, an administratively approved contract was signed with CH2M Hill for \$15,000. The primary workload in defending the City’s right to provide water service for the disputed 98 acres is on a short timeline. <u>City Position:</u> The City Council has planned and taken many actions over a 20 year period preparing to serve this area with water and has directed City staff to defend the City’s rights in this matter. FISCAL NOTE (Finance Department): The technical support of defending the City’s water service area is covered in the MDRT 2014/2015 budget.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution 14-988, approving the Mayor to sign a contract amendment with CH2M Hill to provide professional services in regards to the service area boundary dispute with Covington Water District.		

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 6, 2014		

RESOLUTION NO. 14-988

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AMENDMENT WITH CH2M HILL TO PROVIDE PROFESSIONAL SERVICES IN REGARDS TO THE SERVICE AREA BOUNDARY DISPUTE WITH COVINGTON WATER DISTRICT.

WHEREAS, Covington Water District has filed an appeal with the King County Utilities Technical Review Committee (UTRC) in regards to a water area dispute on the west side of the City; and

WHEREAS, the City is in need of professional services to assist City staff in defending the City's position; and

WHEREAS, CH2M Hill was selected to assist the City with this service area dispute and has the expertise and familiarity necessary to provide this assistance; and

WHEREAS, A \$15,000 administratively approved contract with CH2M Hill was executed on October 7, 2014 to meet early deadlines of the appeal; and

WHEREAS, the majority of the technical support work in needed in November and December of 2014; and

WHEREAS, the costs of this assistance are covered in the 2014/2015 MDRT budget;

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 attached contract amendment with CH2M Hill to provide professional services in regards to the service boundary dispute with Covington Water District, substantially in the form attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF NOVEMBER, 2014.

CITY OF BLACK DIAMOND:

Dave Gordon, Mayor

Attest:

Brenda L. Martinez, City Clerk

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF BLACK DIAMOND AND
CH2M HILL**

THIS AGREEMENT is made by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and CH2M HILL Engineers, Inc., (hereinafter the "Consultant,") a corporation organized under the laws of the State of Delaware with an office located and doing business at 1100 112th Avenue NE, Suite 500, Bellevue, WA 98004.

RECITALS

WHEREAS, the City does not have sufficient staff resources to provide expertise in regards to a service area boundary dispute with Covington Water District; and

WHEREAS, the Consultant has agreed to provide professional services in regards to the service area boundary dispute with Covington Water District as described herein; and

WHEREAS, the City requested submittals to provide these services and has selected CH2M HILL as the most qualified;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work.

The Consultant shall provide the services described in Exhibit A, which is attached hereto and incorporated herein by this reference.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials according to the list of billing rates and reimbursable expenses attached hereto as Exhibit B, not to exceed Fifteen Thousand Dollars (\$15,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The Consultant shall perform the work according to the City's direction, as described in Section I of this Agreement. This Agreement shall be in effect for a period of two (2) years from the effective date, which is the date this Agreement is signed by both parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Exhibit A unless termination is for public convenience, in which case the City may terminate upon 14 days' written notice. Except for termination for public convenience, if delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination,

as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City for the purposes contemplated by this Agreement. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

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

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

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own negligent work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and

2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and

3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within ten (10) working days of the City's deductible payment.

D. The City of Black Diamond shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Subsection B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Black Diamond at least thirty (30) days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to Independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor or Administrator's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

CITY:

Attn: Gene Peterson
CH2M HILL Engineers, Inc.
1100 112th Avenue NE, Suite 500
Bellevue, WA 98004

Attn: Seth Boettcher
City of Black Diamond
P.O. Box 599
24301 Roberts Drive
Black Diamond, WA 98010

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

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

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2014.

CONSULTANT

CITY OF BLACK DIAMOND

By: James H. Kaplan
Its VICE PRESIDENT

By: Dave Gordon
Dave Gordon, Mayor

Consultant: CH2M HILL ENGINEERS, INC.
7 OCT 2014

APPROVED AS TO FORM:

[Signature]
City Attorney's Office

ATTEST:

Brenda L. Martiney
City Clerk

Exhibit A

Scope of Work

City of Black Diamond Water Service Area – UTRC Support Preparation for Pre-Hearing Conference

The City of Black Diamond has selected CH2M HILL to provide professional support related to determination of its water service area. This scope is an initial phase of this effort and identifies the expected activities and services to be provided:

1. Review various documents related and supporting the City's case for serving water for all of the Villages Master Planned Development.
2. Attend strategy meetings with the City and developer legal team and the pre-hearing conference.
3. Prepare submittals to the Utilities Technical Review Committee for the prehearing conference by September 26th.
4. Attend and represent the City at the pre-hearing conference before the UTRC.

Exhibit B

Fee Schedule

City of Black Diamond Water Service Area – UTRC Support

Functional Classification	Rate per Hour
Principal Project Manager	\$246
Project Engineer	\$246
Rate Analyst	\$135
Clerical/Editing	\$113

The labor schedule and job classifications above are representative of CH2M HILL personnel who may be required to perform the work on the project. If other personnel are required to work on this project they shall be billed at a labor rate of 3.2 times direct salary cost. The burdened billing rates above are inclusive of all employer contributions, benefits, overhead expenses and profits. These rates shall be valid through December 2014, with a 3% labor escalation effective annually January 1 of the subsequent year.

Reimbursable Expense Schedule

Reimbursable expenses for services performed are:

- Reimbursable direct external expenses chargeable to the project, which are included in the maximum billing amount, are paid at cost and are defined as follows:
- Travel subsistence and incidentals costs
- Rental charges for use of equipment, including equipment owned by CH2M HILL
- Reproduction of reports, drawings, and specifications
- Shipping charges for project-related materials
- Reimbursable direct external expenses for subcontract or outside services, obtained specifically for and applicable only to this project are paid at cost times 1.10

City of Black Diamond

UTRC Process Technical Support

Amendment 1

Initial Scope of Services

The initial services to be provided prior to the processing of Amendment 1 have been completed as follows:

1. Review various documents related and supporting the City's case for serving water for all of the Villages Master Planned Development.
2. Attend strategy meetings with the City and developer legal team and the pre-hearing conference.
3. Prepare submittals to the Utilities Technical Review Committee for the prehearing conference by September 26th.

Additional Scope of Services Included in Amendment 1

The City of Black Diamond (City) has requested CH2M HILL technical support to assist with the City's response to an Appeal filed with the King County Utilities Technical Review Committee (UTRC) by Covington Water District (CWD) to solve a water service area dispute over the right to serve 98 acres on the west side of Black Diamond within the Villages Master Planned Development.

Covington Water District Filing Support

Although in form, CWD's filing with the UTRC is nominally a Timely and Reasonable challenge under the Municipal Water Law, in substance and in fact, it is actually a service area dispute under the provisions of the Water Supply Coordination Act (RCW 70.116). CH2M HILL will review documents, memos, reports, plans and other materials and prepare a brief memo addressing technical matters related to establishment of water service areas under RCW 70.116.

1) Materials to be reviewed include:

- a) Covington Water District Comprehensive Plan and pending draft Water Comprehensive Plan and other relevant CWD documents and regulations as requested by the City of Black Diamond
- b) City of Black Diamond's Water Comprehensive Plan
- c) City of Black Diamond's water system hydraulic model
- d) Covington WD water system hydraulic model
- e) Yarrow Bay engineered drawings and specific plans for service to phases 1A and 2 of the Villages Master Planned Development
- f) South King County Coordinated Water System Plan
- g) Various land use approvals, agreements, and pending applications
- h) City of Black Diamond Engineering Design and Construction Standards
- i) Documents submitted and/or filed with the UTRC by CWD and interveners in the process

2) Technical Memo

- a) Prepare a draft technical memo addressing issues relevant to the UTRC process and responding to issues raised by CWD and interveners in the process. It is expected that the technical memo will be no longer than 20 pages. The memo will address
 - i) Comparison of the ability of Covington WD and the City of Black Diamond to meet the fire flow requirements, level of service adopted by the City of Black Diamond and CWD, conditions imposed by the hearing examiner in Villages PP1A approval and the Villages development agreement.
 - ii) Compare the difference in the cost of new public infrastructure for CWD and City to serve the disputed 98 acres in addition to the surrounding areas already planned to be served.
 - iii) Evaluation of the differences of administrative, operation and maintenance efficiency of service for Black Diamond to serve the disputed 98 acres as compared to Covington Water District to serve the same 98 acres.
 - iv) Evaluation of the difference in system reliability for Black Diamond to serve the disputed 98 acres as compared to Covington Water District to serve the same 98 acres.
 - v) Evaluation of the City's hydraulic model and the validity of the City of Black Diamond' Water Comprehensive Plan to provide fire flow, redundant service with a major water line or source out of service during a peak day and compare to Covington Water District's ability to provide the same.
 - vi) Evaluation of CWD's hydraulic model and the validity of the CWD's Comprehensive Plan to provide fire flow, redundant service with a major water line or source out of service during a peak day and compare to City's ability to provide the same.
- b) Based on comments received from the City, revise and finalize the technical memo for submission to the King County UTRC by City's counsel

3) Review of legal briefs

- a) CH2M Hill staff will provide reviews of draft legal briefs to ensure attorneys interpret technical information correctly and provide recommendations, comments and edits.

4) Meetings

- a) CH2M Hill assigned staff will attend 4 meetings to review progress with the UTRC appeal defense team at a preliminary outline phase, a preliminary draft phase, ~~and~~ during the brief preparation phase and one unspecified meeting if needed.

5) Professional Support

Provide additional professional services requested by the City but not defined or included in this scope of work. Given the level of uncertainty and complexity of the work, the city may desire to have CH2M HILL perform work or render additional services within the general scope of this project but which has not been specifically included in the scope of work or due to the current uncertainty associated with the work in the scope, the level of effort for budgeting purposes is difficult to define. A professional support fund has been established for this project as a means for the city to address the level of effort for these undefined services or contingencies that are not included in the rest of the scope. Services will be requested on an as-needed basis by city. Work completed under this task is limited to 80 hours of professional services.

Assumptions

- 1) The City will provide electronic copies of all materials to be reviewed and evaluated by CH2M HILL. CH2M HILL will reasonably rely upon the timeliness, accuracy, and completeness of information provided by the City.
- 2) Review of materials will require no more than 50 hours of professional staff time.
- 3) Review and evaluation of the City of Black Diamond and Covington Water District hydraulic models to address the matters described in section 2)a)v) and 2)a)vi) will require no more than 32 hours of professional time. The City of Black Diamond model will be provided in complete and functional form in WaterCad 8i. The Covington Water District hydraulic model will be provided in complete and functional form in InfoWater version 10.1. CH2M HILL will use each hydraulic model "as-is". No calibration or verification will be conducted.
- 4) Completion of the CWD related service area dispute memo will require no more than 60 hours of professional staff time.
- 5) Participation in the meetings included in this scope will be limited to 4 professional staff. Meetings will be limited to no more than 3 hours each.
- 6) Professional support beyond the technical analysis as described in section 5), Professional Support, above will be limited to 80 hours of professional staff time.
- 7) Clerical and other support staff for this scope will be limited to 20 hours.
- 8) Total CH2M HILL staff time for this project will not exceed 310 hours.
- 9) Review and comment by the City and counsel on technical memos will be completed in one round of consolidated review comments.

Deliverables

- 1) One draft technical memo in electronic form addressing issues related to the service area dispute raised by CWD
- 2) One final technical memo in electronic and hard copy form addressing related the service area dispute raised by CWD.
- 3) If needed, assist legal counsel with preparing declarations outlining key points from the technical review and potentially addressing issues CWD raises in briefing.

**FIRST AMENDMENT TO
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF BLACK DIAMOND
AND CH2M HILL**

This First Amendment (“First Amendment”) is made by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the “City”) and CH2M Hill Engineers, Inc., (hereinafter the Consultant”), a corporation organized under the laws of the State of Delaware with an office located and doing business at 1100 – 112th Avenue N.E., Suite 500, Bellevue, WA 98004, to amend the Consultant Services Contract (hereinafter the “Contract”) between the parties executed on October 7, 2014.

RECITALS

WHEREAS, the City and Consultant executed the Contract to hire the Consultant and allow the Consultant to research, review documents and assist in the City’s preparation for the pre-hearing conference at the UTRC on an appeal by the Covington Water District to the City’s Water Service Area; and

WHEREAS, the City will need additional technical support in analyzing, assessing and comparing the capabilities of the City’s water system and Covington’s water system to support the City’s attorney’s efforts in defending the City’s right to service the Villages Master Planned Development with water; and

WHEREAS, the parties also needed additional time to discuss and finalize the scope of services that would be required for the Consultant’s work in representing the City in the UTRC appeal by the Covington Water District;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by the parties as follows:

TERMS

Section 1. **Description of Work.** The Description of Work in the Contract shall be amended to include the scope of services described in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. **Payment.** Section II of the Contract shall be amended to read as follows:

A. The City shall pay the Consultant an amount based on time and materials according to the list of billing rates and reimbursable expenses attached hereto as Exhibit B, not to exceed Sixty Thousand Two Hundred Dollars (\$60,200) for the services described in Section 1 herein. This is the maximum amount to be paid under this First Amendment for the work described in Exhibit A and is in addition to the authorization of the original Contract, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed

supplemental agreement. PROVIDED HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

Section II(B) of the Contract is unchanged.

Section 3. Duration of Work. Section IV of the Contract shall be amended to read as follows:

The Consultant shall perform the work according to the City's direction, as described in Section 1 of this Agreement and First Amendment. This Agreement and this First Amendment shall be in effect through April 2015. If the City needs additional assistance to support an appeal to the King County hearing examiner or a filing with superior court on the water service area issue, an additional amendment will be required.

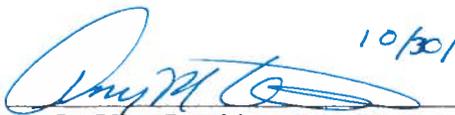
CH2M Hill will begin work immediately on the new tasks assigned by Amendment 1 upon Notice to proceed (NTP). The draft technical memo will be submitted to the City of Black Diamond by December 19th, 2015. The final technical memo will be submitted to the City of Black Diamond prior to the deadline for submission established by the UTRC. CH2M Hill will provide three-day turnaround for review of draft briefs and be available for consultation through the filing of briefs, responses and replies.

Section 4. Incorporation of All Other Provisions. All of the other provisions of the Contract shall remain the same and are hereby incorporated by reference into this First Amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ___ day of _____, 2014.

CONSULTANT – CH2M HILL

CITY OF BLACK DIAMOND

By  10/30/14
Its Vice President

By _____
Its Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Martinez, City Clerk

Carol A. Morris, City Attorney

City of Black Diamond

UTRC Process Technical Support

Amendment 1

Initial Scope of Services

The initial services to be provided prior to the processing of Amendment 1 have been completed as follows:

1. Review various documents related and supporting the City's case for serving water for all of the Villages Master Planned Development.
2. Attend strategy meetings with the City and developer legal team and the pre-hearing conference.
3. Prepare submittals to the Utilities Technical Review Committee for the prehearing conference by September 26th.

Additional Scope of Services Included in Amendment 1

The City of Black Diamond (City) has requested CH2M HILL technical support to assist with the City's response to an Appeal filed with the King County Utilities Technical Review Committee (UTRC) by Covington Water District (CWD) to solve a water service area dispute over the right to serve 98 acres on the west side of Black Diamond within the Villages Master Planned Development.

Covington Water District Filing Support

Although in form, CWD's filing with the UTRC is nominally a Timely and Reasonable challenge under the Municipal Water Law, in substance and in fact, it is actually a service area dispute under the provisions of the Water Supply Coordination Act (RCW 70.116). CH2M HILL will review documents, memos, reports, plans and other materials and prepare a brief memo addressing technical matters related to establishment of water service areas under RCW 70.116.

1) Materials to be reviewed include:

- a) Covington Water District Comprehensive Plan and pending draft Water Comprehensive Plan and other relevant CWD documents and regulations as requested by the City of Black Diamond
- b) City of Black Diamond's Water Comprehensive Plan
- c) City of Black Diamond's water system hydraulic model
- d) Covington WD water system hydraulic model
- e) Yarrow Bay engineered drawings and specific plans for service to phases 1A and 2 of the Villages Master Planned Development
- f) South King County Coordinated Water System Plan
- g) Various land use approvals, agreements, and pending applications
- h) City of Black Diamond Engineering Design and Construction Standards
- i) Documents submitted and/or filed with the UTRC by CWD and interveners in the process

2) Technical Memo

- a) Prepare a draft technical memo addressing issues relevant to the UTRC process and responding to issues raised by CWD and interveners in the process. It is expected that the technical memo will be no longer than 20 pages. The memo will address
 - i) Comparison of the ability of Covington WD and the City of Black Diamond to meet the fire flow requirements, level of service adopted by the City of Black Diamond and CWD, conditions imposed by the hearing examiner in Villages PP1A approval and the Villages development agreement.
 - ii) Compare the difference in the cost of new public infrastructure for CWD and City to serve the disputed 98 acres in addition to the surrounding areas already planned to be served.
 - iii) Evaluation of the differences of administrative, operation and maintenance efficiency of service for Black Diamond to serve the disputed 98 acres as compared to Covington Water District to serve the same 98 acres.
 - iv) Evaluation of the difference in system reliability for Black Diamond to serve the disputed 98 acres as compared to Covington Water District to serve the same 98 acres.
 - v) Evaluation of the City's hydraulic model and the validity of the City of Black Diamond' Water Comprehensive Plan to provide fire flow, redundant service with a major water line or source out of service during a peak day and compare to Covington Water District's ability to provide the same.
 - vi) Evaluation of CWD's hydraulic model and the validity of the CWD's Comprehensive Plan to provide fire flow, redundant service with a major water line or source out of service during a peak day and compare to City's ability to provide the same.
- b) Based on comments received from the City, revise and finalize the technical memo for submission to the King County UTRC by City's counsel

3) Review of legal briefs

- a) CH2M Hill staff will provide reviews of draft legal briefs to ensure attorneys interpret technical information correctly and provide recommendations, comments and edits.

4) Meetings

- a) CH2M Hill assigned staff will attend 4 meetings to review progress with the UTRC appeal defense team at a preliminary outline phase, a preliminary draft phase, during the brief preparation phase and one unspecified meeting if needed.

5) Professional Support

Provide additional professional services requested by the City but not defined or included in this scope of work. Given the level of uncertainty and complexity of the work, the city may desire to have CH2M HILL perform work or render additional services within the general scope of this project but which has not been specifically included in the scope of work or due to the current uncertainty associated with the work in the scope, the level of effort for budgeting purposes is difficult to define. A professional support fund has been established for this project as a means for the city to address the level of effort for these undefined services or contingencies that are not included in the rest of the scope. Services will be requested on an as-needed basis by city. Work completed under this task is limited to 80 hours of professional services.

Assumptions

- 1) The City will provide electronic copies of all materials to be reviewed and evaluated by CH2M HILL. CH2M HILL will reasonably rely upon the timeliness, accuracy, and completeness of information provided by the City.
- 2) Review of materials will require no more than 50 hours of professional staff time.
- 3) Review and evaluation of the City of Black Diamond and Covington Water District hydraulic models to address the matters described in section 2)a)v) and 2)a)vi) will require no more than 32 hours of professional time. The City of Black Diamond model will be provided in complete and functional form in WaterCad 8i. The Covington Water District hydraulic model will be provided in complete and functional form in InfoWater version 10.1. CH2M HILL will use each hydraulic model "as-is". No calibration or verification will be conducted.
- 4) Completion of the CWD related service area dispute memo will require no more than 60 hours of professional staff time.
- 5) Participation in the meetings included in this scope will be limited to 4 professional staff. Meetings will be limited to no more than 3 hours each.
- 6) Professional support beyond the technical analysis as described in section 5), Professional Support, above will be limited to 80 hours of professional staff time.
- 7) Clerical and other support staff for this scope will be limited to 20 hours.
- 8) Total CH2M HILL staff time for this project will not exceed 310 hours.
- 9) Review and comment by the City and counsel on technical memos will be completed in one round of consolidated review comments.

Deliverables

- 1) One draft technical memo in electronic form addressing issues related to the service area dispute raised by CWD
- 2) One final technical memo in electronic and hard copy form addressing related the service area dispute raised by CWD.
- 3) If needed, assist legal counsel with preparing declarations outlining key points from the technical review and potentially addressing issues CWD raises in briefing.

Exhibit B

Fee Schedule

City of Black Diamond Water Service Area – UTRC Support

Functional Classification	Rate
Principal Project Manager	\$246
Project Engineer	\$246
Rate Analyst	\$135

The labor schedule and job classifications above are representative of CH2M HILL personnel who may be required to perform the work on the project. If other personnel are required to work on this project they shall be billed at a labor rate of 3.2 times direct salary cost. The burdened billing rates above are inclusive of all employer contributions, benefits, overhead expenses and profits. These rates shall be valid through December 2014, with a 3% labor escalation effective annually January 1 of the subsequent year.

Reimbursable Expense Schedule

Reimbursable expenses for services performed are:

- Reimbursable direct external expenses chargeable to the project, which are included in the maximum billing amount, are paid at cost and are defined as follows:
 - Travel subsistence and incidentals costs
 - Rental charges for use of equipment, including equipment owned by CH2M HILL
 - Reproduction of reports, drawings, and specifications
 - Shipping charges for project-related materials
 - Reimbursable direct external expenses for subcontract or outside services, obtained specifically for and applicable only to this project are paid at cost times 1.10