



CITY OF BLACK DIAMOND
September 15, 2016 Regular Business Meeting Agenda
25510 Lawson St., Black Diamond, Washington

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

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

1) Presentation – Black Diamond Municipal Court Judge Dane

CONSENT AGENDA:

- 2) Claim Checks** – September 15, 2016 - No. 43897 through No. 43926 (void 43888) and EFTs in the amount of \$70,300.43
- 3) Minutes** – Council/Planning Commission Joint Meeting of August 23, 2016, Council Work Session of August 25, 2016 and Council Meeting of September 1, 2016

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

PUBLIC HEARINGS:

4) AB16-055 – Draft 2017-2022 Capital Improvement Plan Ms. Miller

UNFINISHED BUSINESS:

NEW BUSINESS:

- 5) AB16-056 – Resolution Accepting Dept. of Ecology Grant for 2015 – 2017 Stormwater Capacity Grant** Mr. Boettcher
- 6) AB16-057 – Resolution Regarding Enumclaw School District Traffic Mitigation Plan** Councilmember Pepper

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORT:

- Councilmember Deady
- Councilmember Morgan
- Councilmember Edelman
- Councilmember Weber
- Councilmember Pepper

ATTORNEY REPORT:

PUBLIC COMMENTS:

ADJOURNMENT:

ITEMS THAT LAY ON THE TABLE:

Yvonne Ward Voucher

AB16-047 – Resolution Accepting the Jones Lake Road Overlay Project

AB16-049 – Resolution Authorizing an Agreement with Parametrix, Inc. - Surveying Svc. – MDRT

AB16-050 – Resolution Authorizing an Agreement with Parametrix, Inc. - Traffic Eng. Svc. - MDRT

AB16-051 – Resolution Authorizing an Agreement with RH2 - Civil – MDRT

AB16-052 – Resolution Authorizing an Agreement with Perteet –Environment- MDRT

AB16-053 – Resolution Authorizing an Agreement with HWA Geosciences – MDRT

AB16-054 – Resolution Authorizing an Agreement with DKS

Minutes – July 21, 2016 and August 18, 2016

Mr. Boettcher

Mr. Williamson

Mr. Williamson

Mr. Williamson

Mr. Williamson

Mr. Williamson

Mr. Williamson

City of Black Diamond Municipal Court

Judge Melanie Dane

Administrator Stephanie Metcalf

25510 Lawson Street
PO Box 599
Black Diamond, WA 98010

OFFICE HOURS:
8:30 a.m. - 5 p.m. Monday – Friday

Phone: 360-886-7784
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Email:
Stephanie Metcalf : smetcalf@ci.blackdiamond.wa.us

<http://www.ci.blackdiamond.wa.us/Depts/Court/court.html>

2016 Filings by the Numbers –through August 2016:

1263	Traffic/Non Traffic Infractions
103	Parking Infraction
16	Driving Under the Influence (DUI)
69	Criminal Traffic (<i>Includes Driving While License Suspended</i>)
12	Criminal Non-Traffic
6	Domestic Violence
1	Civil (Includes Impound Appeals)
1470	TOTAL FILINGS

Executive Summary

Black Diamond Municipal Court is organized under RCW 3.50 as a limited jurisdiction court to hear misdemeanor crimes and civil infractions committed within its geographic boundaries. The Court is open from 8:30 a.m. to 5:00 p.m., Monday through Friday, and hears cases the 2nd and 4th Wednesday from the bench. The court is closed 12:00 p.m. to 1:00 p.m. for lunch. Motions and bench trials are scheduled the 2nd Wednesday of the month in the afternoon. Jury trials are scheduled the third Wednesdays of the month. The Court consists of the following positions:

- Judge (1/4 time) – The judge is appointed by the City Mayor and confirmed by the City Council for a four-year term. Judge Melanie Dane was appointed in November of 2012 and re-appointed in January 2014.
- Court Administrator (Full Time) – Reports directly to the Judge. Oversees daily court operations and implementation of policy and procedures. Handles all probation matters, in court docketing, court paperwork, appeals, court records requests, and serves as the court's budget coordinator handling accounts payable.

The Court administrator also serves as the Lead Clerk as the Court does not have a full time Court Clerk position. In this role she answers the phones, sets hearings, and processes cases from filing to disposition. She works as the front desk coordinator as well as the in custody clerk facilitating bail hearings with the court, parties, and the jail.

Our Court Administrator is Stephanie Metcalf who has been with Black Diamond Municipal Court since 2008. Prior to her serving as Court Administrator she was Court Clerk for the court and worked in King County District Court for 12 years.

- Court Clerk (500 hours a year) – Our part time clerk is Kelly Anderson. Ms. Anderson worked for King County District Court prior to coming to Black Diamond and has a vast knowledge of the court and criminal justice system. She is vital to the court on in-court days as she manages the front desk assisting clients who are paying fines, setting up payment plans, requesting information on jail alternatives or filing paperwork with the court. She has excellent customer service skills and works very well with the public.

Court is in Session:

Court is held every 2nd and 4th Wednesday of the month. The Court hears both criminal and civil cases in a court session. The Court is open to the public and we invite you to attend.

8:45 am Arraignments. Court starts at 8:45 am with out of custody arraignments and in-custody cases. The clerks arrive early to prepare the courtroom for the hearings. At arraignment the prosecutor and public defender appear. The purpose of arraignment is for the Defendant to enter a plea of either guilty or not guilty. The Judge then reviews the case to determine whether there is probable cause for the charges and will then determine what conditions of release to set based on the factors set forth by court rule.

9:45 am Civil infraction cases. We combine the contested hearings, mitigations, and deferred finding requests at the same time. From time to time officers are called to testify in a contested hearing and the court then must rule on whether the infraction was committed. We typically schedule 15 cases for hearings at 9:45 am.

10:00 am Pre-Trial cases. This is the second appearance post arraignment and at this hearing the case may be resolved, continued, or if the defendant fails to appear the court may issue a warrant. The court will take guilty pleas at this time or other dispositions or the court may set the matter for a motion or trial date.

11:00 am Probation Cases. When defendants are placed on probation and there is an allegation that there is a violation of the terms and conditions of sentence, the court sets a probation review hearing to address the allegations. Defendants are entitled to attorneys at these hearings because the court could take punitive action if a violation is found.

11:30 am "Status or Other hearings". This time slot is reserved for court "housekeeping" matters. Any show case hearings, non-testimonial motions, or motions to dismiss or reissue bench warrants are addressed on this calendar. Until recently, defendants who signed up for traffic school were set for court at this time. The Court is now moving that time slot to 9:30 am so that if they do appear in person, the prosecutor can discuss their options with them before deciding how to resolve their cases.

Interpreter cases:

In an effort to be both efficient and fiscally responsible, the Court sets all interpreter hearings to the 2nd Wednesday of the month. The court pays for a minimum time for the interpreter so we do our best to minimize the number of times the interpreter needs to appear while maximizing the number of cases to be heard. If there is an in custody matter where the defendant needs an interpreter, the Court will bring in an interpreter regardless of whether it is the 2nd or 4th Wednesday of the month.

Additional court dates:

Both in 2015 and 2016, the Court held additional court calendars in the afternoon to accommodate the volume of traffic cases which were filed. Given the time constraints on a regular Wednesday court session, the Court is limited on the number of cases it can set to be

heard. The court rules require that the court set a traffic hearing within 120 day of the request for a contested or mitigation hearing. In order to meet this deadline, the Court had to hold additional court hearings. These have been held Wednesday afternoons and when these occur, the Court notifies the police department to ensure the Court will have court security on those days.

Motions and Trials:

To date, the court has not had any jury trials confirmed for trial. Managing a jury trial in our small space would be challenging but the Judge, Court Administrator, Prosecutor and Public Defender have all discussed how a trial would commence in our municipal Court. Trials would be heard the 3rd Wednesday of the month and the jury would use the judge's chambers to wait and deliberate. The new design of the courtroom allows the Court to move chairs around to create a jury box.

Another challenging aspect of trial is preventing the jurors who are in the judge's chambers from hearing what the parties and court are discussing outside of their presence-- all while maintaining an open court. Many small courtrooms face similar challenges and we are confident that should a matter proceed to trial that the trial will be conducted fairly and judiciously so that the rights of the accused are preserved. Retrials are costly and should be avoided at all costs.

Infractions and Traffic School:

All civil traffic infractions that occur in the City of Black Diamond are filed into the Municipal Court. Once the infraction is filed with the Court, the driver or registered owner has 15 days to respond to their ticket. The Court allows for multiple options.

- **Contested Hearing:** The person may elect to contest the ticket either in person or by mail, and a contested a hearing is akin to a mini-trial. The City's evidence consists of the officer's report. The Respondent may elect to testify or produce witnesses, and the court then rules on whether it is more likely than not that they committed the infraction. From time to time the officer is subpoenaed to testify in these hearings.
- **Mitigation Hearing:** This is otherwise known as an, "I did it (hearing), but....". The person may choose to mitigate the infraction in person or by mail and this is an admission to committing the infraction but one where the person is asking the court for leniency on the fine. Speeding in a school zone cannot be mitigated or reduced in fines per statute.
- **Deferred Finding:** If a person has a good driving record, they may be eligible for a deferred finding. In this situation, the driver agrees to have no new violations of the law for 12 months and if they succeed the matter is dismissed. In a deferred finding, the court continues the case and it is not reported to the Department of Licensing. There is an administrative cost for a deferred finding and a person is only eligible every 7 years. A person cannot defer a ticket if they have a commercial driver's license. If there is a violation in the 12-month period, the infraction is found committed and reported to DOL. The court clerk is responsible for tracking these cases.

In addition to the traditional dispositions of infractions, the Black Diamond Police Department offers an alternative of traffic school for the person to earn a dismissal of the charges. The Court

plays an integral part of the City's successful traffic school program. When eligible, a person may opt to attend traffic school which is sponsored by the Black Diamond Police Department. This program requires them to attend traffic school and provides them an opportunity to keep the infraction off of their driving record. When a person elects this option, the Court receives their ticket and payment for the traffic school. The Court enters the cases into the court system and sets and mails out a court hearing date. The traffic school request is then forwarded to the Police Department where they send the person a date to appear for traffic school. Once traffic school is completed, the Police Department notifies the Court, the City Prosecutor has a motion to dismiss on file with the Court, and the matter is dismissed on the City motion. The Court then removes the case from the Court's calendar.

Although the driver is electing to attend traffic school, the Court must schedule and mail out notice of a hearing. All of the monies paid for traffic school are receipted by the Police Department. Currently the Court is not imposing an additional administrative fee; albeit, it is a cost the Court is considering imposing to process the paperwork. If the person does not appear for traffic school, their court date remains set for a contested hearing.

Between 2015 and 2016, the Court and Police Department have seen a significant increase in the number of traffic school cases being processed. While traffic school assists in keeping the number of contested and mitigation hearings down, the work to process the cases and track them is no less significant for the Court. The tickets are processed just like any other infraction where the Respondent appears for court or elects to respond by mail.

Year in Review:**Court Records:**

In 2015, the Judge and Court Administrator worked diligently to prepare for the new Court Rule GR 31.1 that became effective January 1, 2016. This rule gave the courts guidelines around access to the courts' administrative records. Each court had to adopt procedures, consistent with the rule, regarding how requests for records would be handled. The court is currently working on placing these forms on the court's website along with the guidelines for accessing court and administrative records. Currently, our public records officer is our Court Administrator.

Web Based Payment system:

In 2015 the Court began the process of working with Lexis-Nexis to provide the Court with an on line payment option for those paying their criminal or traffic fines. Defendants may still come in person to the front counter to make a payment and do so with a terminal. They can also send in payments by mail. However, if they call to make a payment, they are now directed to use the on line service or the toll free number. This new payment process has freed up clerk time in processing payments by phone as well as eliminated costs for credit card charges. This new system has also drastically decreased the volume of court counter traffic for persons paying fines.

The new process also allows the Court to keep fines at the Court versus sending them to collection. This flexibility enables the Court to structure time payments for offenders on an individual basis while not impacting the court clerk's time in processing the payments. The payment system may be accessed through the Court's website.

Video Court and Court Security:

For the past couple of years, the Court has worked with the City's IT Department to implement video court. Court rules allow for court proceedings to take place when a defendant is at the jail, with their attorney and where the Judge and prosecutor are at the courthouse. These hearings can only occur if all of the parties can simultaneously see and hear each other, and when the courtroom is open to the public. Only in rare cases can the court close to the public, therefore, the public has a right to be present for all in and out of custody cases. In order to implement the video system with a limited court budget, the court has worked with the "Score" Jail along with the City's IT department to formulate cost effective ways to hold video court without having to purchase expensive equipment.

The Court is pleased to report that we expect to facilitate video court with the Score Jail as soon as this fall, 2016. Our IT department is currently in the process of wiring the courtroom and purchasing the equipment needed to facilitate these hearings. Video court will save the City time and money. Jail costs continue to rise. It is costly to staff overtime or have officers taken off the road to transport defendants to court. It is also dangerous.

Video court will increase court security which is very important to the Court, court staff, and Judge Dane. We thank the City for providing armed security in the courthouse. The number of violent incidents in courts across the United States has risen in the past years and court safety is

paramount. Washington State is not immune to court violence and while this topic continues to surface, there is no requirement or Supreme Court mandate that courts have security.

Video court will eliminate security risks in transporting prisoners to and from the jail, as well as reduce the risk to the public when court is in session. It will also allow the officers handling court security to focus on those persons coming in and out of the courtroom. Their focus should be on conducting screening for any contraband and focusing on the courtroom rather than the prisoner. The court does not have a holding cell so in-custody defendants or those taken into custody remain in the courtroom during session and are monitored by the in court security officer.

King County Relicensing Program:

Over the course of 2016, the King County Judges and Administrators have met to discuss a county wide relicensing program. This program would allow offenders who qualify to have their tickets and payments in all courts consolidated into one payment option to one collection agency. To implement, all courts must agree. The issue is whether each court will opt in, who will be the agency responsible for the fee collection, how will the money be distributed to each court where the offender has fines.

Other issues still left to discuss are what the direct costs will be to the Court staff with respect to the time it takes to research the cases in collection, determine whether the fines are eligible for recall from collection, and what impact this program will have on small municipalities with limited staff. This remains an ongoing discussion amongst the judges in King County. This is an important issue to our Municipal Court as it could potentially increase the workload for our already heavily burdened court staff.

Warrant Quashing Program:

In 2013, the Court implemented a process whereby a defendant can quash their warrant on a case by appearing at the front counter, posting a non-refundable \$50.00 quashing fee, and signing for a new court date. This program has been very successful. Warrants must be issued at \$5,000 dollars or less to be eligible and they cannot administratively quash a warrant for a DUI or DV crime. This program has decreased the number of defendants booked into jail on warrants. This saves the City jail costs. Defendants may also submit a letter to the Judge to review if the warrant is in excess of \$5,000 dollars. It is then up to the Judge on whether to quash the warrant or allow them to post the warrant quashing fee.

In addition to our program, the Court participates in a county wide program where a defendant can be at another court and quash his or her warrant in Black Diamond, and vice versa. For example, if a Defendant is in our Court and has a warrant in another King County jurisdiction, and the amount of the warrant is less than \$5,000 dollars our Court can quash his or her warrant by contacting the other court to provide the defendant with a new court date. Our clerks have the defendant sign for their next court date and the Court avoids having to remand the defendant on the warrant thereby saving the City time and money in transport.

State v. Blazina 182 Wn. 2d 827 (2015):

Like all municipal functions, the court is subject to new legislation and regulations that often include unfunded mandates. In 2015, our Washington State Supreme Court ruled that a court has no inherent authority to collect money not authorized by statute or ordinance. Except where a law states a fine or cost is “mandatory”, a judge must take into account a defendants ability to pay. State v. Blazina, 182 Wn. 2d 827 (2015).

The court held that it is a violation of due process for an indigent defendant to be assessed discretionary legal financial obligations, without an *individual* determination by the judge of defendant’s ability to pay. A court may allow time payment plans and for traffic infractions, those payment plans are mandatory. Once a fine is delinquent, a court may send that money owed for collection to a collection agency.

As a direct result of this opinion, the court must take into account at each hearing an individual’s future ability to pay costs and assess costs proportionally or waive them entirely. This ruling has had a direct impact on the fines and fee’s assessed and collected by the municipal court and we are likely to see a continued reduction. Taken to the extreme, under this ruling, even if a court never collected a dime from fines and forfeits, a city would still need to provide general fund support for the operations of the court.

While the state Supreme Court has ruled on how the municipal court should assess fines and fees, our current court costs continue to rise. Costs are largely driven by things the court does not control. Costs are driven by the number of officers, case filings, setting of jury/bench trials, motions, bookings, affidavits requiring a change of judge, language interpreters, court training, and how the City choses to charge and settle their cases. These external factors influence our internal costs.

The Court has attached for your review an article published in the MRSC, regarding the independence of courts, GR 29, and the important collaborative relationship the court should have with different branches of government and municipal departments to ensure that all parties interest are served, including the public.

<http://mrsc.org/Home/Stay-Informed/MRSC-Insight/August-2016/Financial-Management-of-Municipal-Court-Services.aspx>

Filings:

The court continues to see an increase in cases filed into the Municipal Court. The Court has seen a significant increase in the number of infractions filed between 2015 and 2016. The filing numbers rival those between 2007-2009. During those years, Court hearings were held three times a month with 2 full-day court hearings (am and pm calendars) and one half day session for infractions.

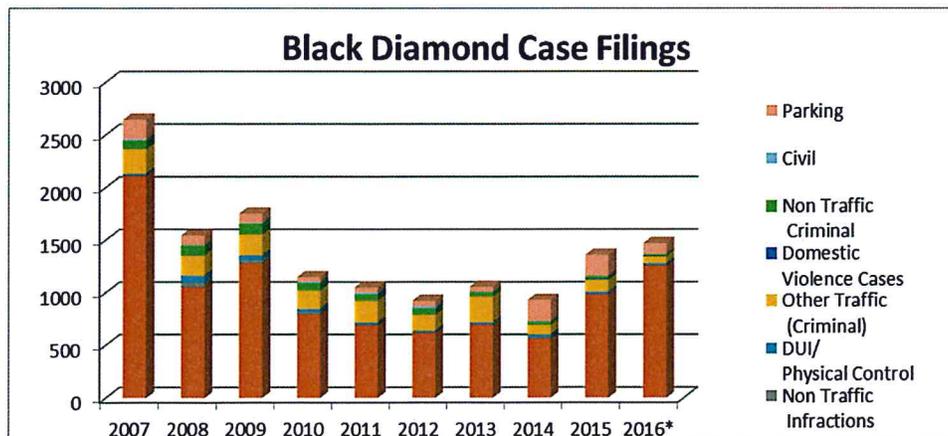
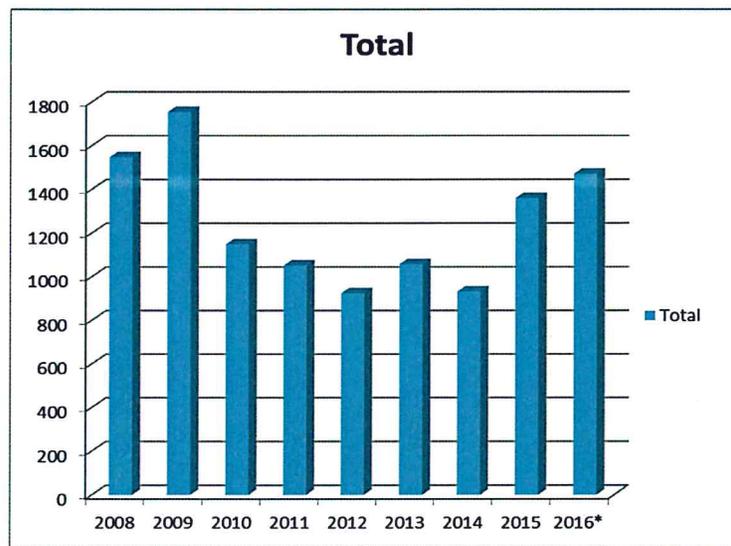
It is anticipated that in 2017, the City will hire more police officers and staff, and as a result, we expect an increase in the criminal and civil cases filed with the Court. As a result, the Court will need to prepare to hold additional court hearings. More time in court effects the number of hours the Judge spends both on and off the bench handling cases as well as the need for court security. All of which have a fiscal impact on the City.

As the City continues to grow and as more people travel within the City, naturally the Court will grow as well. The Court must be able to effectively and efficiently process cases in a timely manner while assisting the public and managing probation matters. It is not sufficient just to be efficient. The Court must also be effective, be available to the public, and be staffed so as to minimize City liability when it comes to monitoring probationers with the Court.

HISTORICAL FILINGS:

Year	Traffic Infractions	Non Traffic Infractions	DUI/ Physical Control	Other Traffic (Criminal)	Domestic Violence Cases	Non Traffic Criminal	Civil	Parking	Total
2007	2114	1	17	235		83	8	187	2645
2008	1057	38	68	192		96	2	93	1546
2009	1282	29	45	202		101	3	91	1753
2010	799	17	30	177		71	8	46	1148
2011	693	5	19	209		61	14	50	1051
2012	620	0	18	154		62	11	59	924
2013	695	8	14	249		41	2	48	1057
2014	563	11	28	94		31	1	203	931
2015	986	3	18	116	11	25	1	199	1359
2016*	1258	5	16	69	6	12	1	103	1470

*Through August 2016



As you can see from the numbers, there has been a steady increase in filings since 2015. We are seeing the increase primarily in Infractions and Parking. In addition, our DUI filings continue to rise as do our criminal traffic cases.

Case breakdown:

- Traffic Infraction
- Non Traffic Infraction
- DUI—Includes Physical Control cases
- Criminal Traffic--Ex--Reckless Driving, Negligent Driving, Suspended License, IID violations, Fail to Comply
- Domestic Violence--Any case committed against a household member as defined in RCW 10.99
- Criminal Non Traffic--Theft, Trespass, Assault non DV, Malicious Mischief Non DV, Drug, Property Crimes, Obstruction
- Civil—Impound Cases
- Parking

In 2015 the Court started tracking separately the number of domestic violence cases filed with the Court. Across the State, this data is merged in with the criminal non-traffic data category.

Included in the criminal non-traffic category are drug related cases. The growing heroin epidemic in our community and surrounding communities continues to challenge the criminal justice system and has the potential to increase criminal filings. Judge Dane along with fellow Judges in the State are continuing to collaborate to find ways to address these concerns and successfully treat those who suffer from addiction. Challenges persist with treatment options, the cost of treatment, and how easy the drug is to obtain.

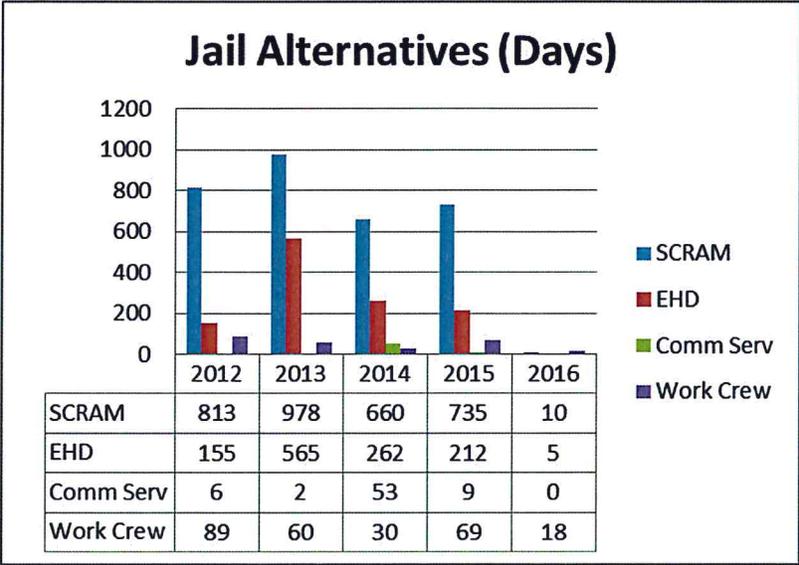
Drug cases and DUI cases carry a mandatory minimum sentence. DUI cases carry mandatory sentences for convictions and revocations depending on prior criminal history. The Court cannot impose less than the mandatory sentence. The 1st DUI requires a sentence of 1 or 2 days in jail, the 2nd requires 30 or 45 days in jail and a 3rd requires 90 or 120 days depending on the breath/blood test. Defendants who are convicted of DUI are placed on probation for 5 years.

Certain violations of sentence carry a mandatory 30 day jail sentence that cannot be suspended. DUI's have a direct impact on jail costs. Those violations include,

1. Driving without a valid license
2. Driving without insurance
3. Driving under the influence of alcohol, drugs, or THC
4. Refusing to submit to a breath alcohol test (BAC)
5. Driving without an Ignition Interlock Device when required to have one by DOL

The law also requires mandatory booking of a DUI driver where they have a prior "offense" within 10 years. Defendants are required to be heard by a judge prior to their release from jail. Judges are also now required to release a defendant only with proof of an installed ignition interlock device to ensure community safety. Both the mandatory jail and mandatory bookings have increased the number of jail days imposed and served.

The Court does utilize alternatives to sentencing and pre-trial confinement where applicable. We use Electronic Home monitoring, Work Crew, Work Release, and “SCRAM”. Scram is an alcohol monitoring bracelet worn to detect the presence of alcohol in a person’s sweat. Scram can be used as a pre-trial or post-conviction tool. The Court will also use community service as an option for jail or fines, where appropriate, for low level first time offenders.



The Court continues to use all 4 alternatives to confinement. The Court had been using Providence Community Corrections (PCC) to administer both EHM and SCRAM for defendants until 2016. In 2016 PCC closed and the court now uses Two Watch for these services. We are looking for additional providers. The cost of the jail alternatives are paid for by the clients themselves, sometimes on a sliding scale based on their financial ability to pay.

By utilizing all of these programs, between 2012-2016 a total of \$649,848 in potential jail costs has been saved. These calculations are based off of what the jail cost would have been at the SCORE jail facility over these years.

Goals Met 2012-2015

- Full time Municipal Court hours
- Increase part time staff hours
- Bullet proof glass installed for the front court counter
- New Panic Buttons for the Court
- On line court payment vendor search and contract review with Lexis Nexis
- Tour of the Enumclaw City Jail and review of their Work Release Program
- Implementation of public records and administrative records procedures in conjunction with GR 31.1
- Continued work with IT for video court

Goals for 2016

- Update the wireless and hard line internet system for the Court to support Video Technology for Court's video hearings
- Update computer technology for the Judge for video and in court hearings
- Update the Court's fax, copy, and scanning system to process paperwork for in court and jail hearings more effectively
- Implement video court with Score Jail
- Update the Court's website with additional forms in Spanish and records request forms

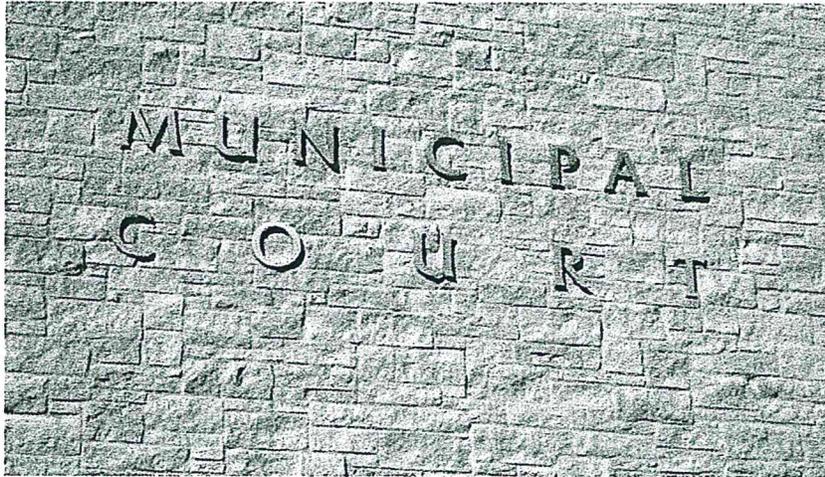
Goals for 2017

- Fully functional video court with Score Jail
- Work with Enumclaw Jail for video court capability
- Evaluate process for video court for traffic infractions
- Full time clerk with continued training for Administrator
- Train court staff on in-court clerking and same time docketing
- Update Court Website for greater access to court forms



Financial Management of Municipal Court Services

August 18, 2016 by [Tracey Dunlap](#)
Category: [Finance Advisor](#)



This article addresses the sometimes delicate relationship between municipalities and their municipal courts and how to help both branches of government best serve their common constituents. It is based upon a presentation that Marilynne Beard, Kirkland Deputy City Manager, made at a recent Court Administrator Conference.

The relationship between city governments and municipal courts is both an art and a science. The laws of

Washington clearly spell out how municipal courts are formed, how and when municipal court judges are appointed or elected, and how the revenue collected by the court for fines and forfeits will be allocated between the state, county, and the municipality.

General Rule (GR) 29, issued by the Washington Supreme Court, clarifies the judges' authority over administrative functions at the court, functions that cannot be delegated to persons in either the legislative or executive branches of government. In truth, the effective and efficient provision of judicial services to the public is a shared responsibility that relies on effective communication, collaboration, and respect for the appropriate roles of each branch of government.

Effective financial management of the court is a shared function. The governing body of the municipality is responsible for allocating the government's general purpose resources to the many important city services provided, including the municipal court. While every city conducts a slightly different budget process, the court is required to submit a budget proposal to the chief executive officer, whether that is an elected mayor or city manager, who then presents a recommended budget to the governing body. In some cities, the judge is an elected official and may have more direct contact with the city council; however, the ultimate budget decisions still rest with the governing body.

Like all municipal functions, the court is subject to new legislation and regulations that may include unfunded mandates. Ongoing communications throughout the year between the court and the chief executive will allow the government to anticipate changes in funding needs and to reach agreement about how it will be funded and at what level.

Revenue that is collected by the court contributes to the city's overall revenue base. The state establishes the minimum and maximum amount of fines for state offenses and the local government establishes fines for local offenses. The police department is responsible for citing offenders for violations of state and local laws. The court is responsible for adjudicating each case fairly and rendering a decision, which may include the payment of a fine and/or a related court costs. Once the judge's decision is made, it is up to the court staff to collect the funds and distribute them based on the state's allocation formula. For instance, from a \$136 traffic infraction, only \$17 goes to the local government, usually to the General or Current Expense Fund. Fines and forfeits are considered a general revenue of the government and are available for any general governmental purpose.

These are important distinctions to understand. Laws are created to protect the public. The purpose of fines and forfeits is to create disincentives for violating the law and endangering or harming the public. The police department should not be required to write tickets to raise revenue - writing tickets is to keep the community safe. Likewise, the court should not be expected to impose fines based on the city's general revenue needs.

The fundamental concept underlying the separation of powers is that the judicial branch must be able to render decisions independently and free from interference by the legislative or executive branches. The judicial system provides for fair and impartial hearings and a system of appeals that is the proper venue for reconsideration of a judgment. It is inappropriate to question a judge's decision, even if a resident complains to the city council about what they perceive to be an unfair decision. In its most simple terms, the executive and legislative branches cannot demand revenue generation from the court - taken to its extreme, if the court never collected a dime from fines and forfeits, the city would still need to provide general fund support for the operations of the court.

There are other important considerations about the relationship between the court and the municipality. For instance, the court may not be responsible for procuring or managing public defense or prosecution services. This presents a conflict of interest for the court and these services should be managed through the executive branch.

Rather than disagreeing over who has authority over what, elected officials, executive officials, and the court should establish a respectful and collaborative relationship between the court and all of the municipal functions supporting the court, such as finance, the city clerk, human resources, information technology, and city attorney. The court needs the support and expertise of the government and needs to abide by the central controls put in place to protect the government from misappropriation of funds and to ensure the proper accounting of funds. While GR 29 should be respected, courts would do well not to use it a means to claim exemption from best practices. Financial procedures, rules, and internal controls are put in place to protect everyone, including the public, the municipality, and the court.

If you haven't already, start an ongoing dialogue between the court and the legislative and executive branches of government. Stay in touch and establish a relationship of cooperation and support. Everybody's interests can be served.



About Tracey Dunlap

Tracey Dunlap writes for MRSC as a Finance Advisor.

Tracey Dunlap, P.E. is Deputy City Manager at the City of Kirkland and served as Kirkland's Director of Finance & Administration from 2006 through 2014. Prior to joining Kirkland, she was a principal and shareholder in FCS Group, a regional financial and management consulting firm (14 years). An industrial engineer registered in the state of Washington, she has worked with jurisdictions throughout the Northwest to develop and implement cost recovery and fee strategies, set utility rates, and improve organizational efficiency and effectiveness. Tracey's experience also includes working for a large defense contractor (5 years) and a major financial institution (3 years). She has presented on a wide array of topics for organizations including WFOA, APWA, APA, WABO, and AWC.

The views expressed in Advisor columns represent the opinions of the author and do not necessarily reflect those of MRSC.

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Comments

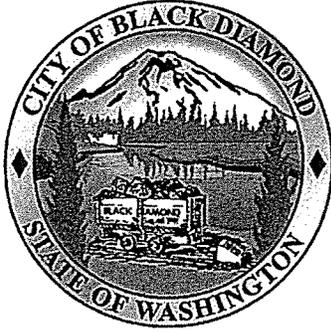
2 comments on Financial Management of Municipal Court Services

"As mentioned in the article, the working relationship between the Finance Department and the Court needs to be intentionally developed. The same is true for the relationship between the Court and the Police Department. Depending on the size of your court and the related laws, if you are small enough to appoint a Judge, a question about their philosophy about alternative sentencing is appropriate. This question is also fair game for an elected judge (but not a question the City would ask). Once a judge is on contract, hired or elected it would be inappropriate to question his/her sentencing decisions. But if you have established a working relationship with the judge, they may allow for alternatives to the extent the police department or other contracted corrections agencies have the alternative programs available. Of course, state imposed penalties for certain offenses may require a minimum number of days in jail. Know the current law. Also keep in mind that providing alternative sentencing such as home detention, work release, day reporting, and community service requires that you have a program in place. Although you may charge for offenders to take advantage of those programs, their ability to pay and/or legal limitations on the maximum amount that can be charged will constrain recoupment of those costs. Sometimes it's just a matter of communication between the police department and the court so that everyone is current on availability of alternatives and any restrictions on making those available."

Marilynne Beard on Sep 7, 2016 11:12 AM

"Well written article. A good follow-up article would be how to discuss and advance cost-conscious sentencing/corrections within the context of separation of powers. Appropriately, sentencing decisions are the authority of the judicial branch. But the cost (and revenue) associated with sentencing is the responsibility of the legislative and executive branches. To what degree can and should these branches converse on this?"

Corbitt Loch on Aug 31, 2016 3:40 PM



CERTIFICATION

Date: September 16, 2016

Check No.'s/EFT	Batch Name	Check/EFT Date	Amount
EFT	September Pre Council EFT 2 nd Council	9/7/2016	\$ 108.00
43897	September Pre Council 2 nd Council	9/2/2016	\$ 4,879.06
43898-43925, V43888	August 4 th Batch	9/16/2016	\$ 59,900.74
43926	September 2nd Council	9/16/16	\$ 5,412.63
		TOTAL	\$70,300.43

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

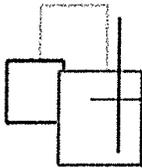
May Miller

MAY MILLER, FINANCE DIRECTOR / CAROL BENSON, MAYOR

9-9-2016

DATE _____ DATE _____

COUNCILMEMBERS _____ DATE _____



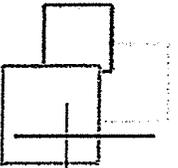
Register

Fiscal: 2016

Deposit Period: 2016 - September, 2016 - August

Check Period: 2016 - September - Pre-Council Sep EFT 2nd Council, 2016 - September - Pre-Council Sep 2nd Council, 2016 - September - 2nd Council, 2016 - August - August 4th Batch, 2016 - August - Month End

Number	Name	Print Date	Amount
Columbia Bank			
Check			
<u>43897</u>	Enumclaw Chrysler Jeep	9/2/2016	\$4,879.06
<u>43898</u>	ADT Security Services (PA)	9/16/2016	\$46.58
<u>43899</u>	Agrishop Inc.	9/16/2016	\$107.18
<u>43900</u>	AHBL, Inc.	9/16/2016	\$4,500.00
<u>43901</u>	Alpine Products Inc.	9/16/2016	\$756.92
<u>43902</u>	APWA Washington Chapter	9/16/2016	\$890.00
<u>43903</u>	CDW Government, Inc	9/16/2016	\$4,844.71
<u>43904</u>	CHS/Cenex	9/16/2016	\$1,545.13
<u>43905</u>	Cities Insurance Assoc.	9/16/2016	\$1,000.00
<u>43906</u>	City of Black Diamond	9/16/2016	\$1,482.02
<u>43907</u>	Comcast (34744)	9/16/2016	\$342.24
<u>43908</u>	Granite Telecommunications	9/16/2016	\$44.77
<u>43909</u>	Intercom Language Services	9/16/2016	\$151.25
<u>43910</u>	Johnsons Home & Garden	9/16/2016	\$161.05
<u>43911</u>	KING COUNTY FINANCE	9/16/2016	\$6,007.16
<u>43912</u>	King County Prosecuting Attorney	9/16/2016	\$140.20
<u>43913</u>	O'Brien, Barton, & Hopkins, PLLP	9/16/2016	\$2,500.00
<u>43914</u>	Office Products Nationwide	9/16/2016	\$851.38
<u>43915</u>	Parametrix, Inc.	9/16/2016	\$850.00
<u>43916</u>	RH2 Engineering Inc.	9/16/2016	\$19,576.71
<u>43917</u>	Russell and Heidi Meyer	9/16/2016	\$69.18
<u>43918</u>	Severson's Building Maint	9/16/2016	\$1,900.00
<u>43919</u>	Signs By Tomorrow	9/16/2016	\$102.56
<u>43920</u>	Stantec Consulting Services, Inc.	9/16/2016	\$1,403.84
<u>43921</u>	TRM Wood Products Co. Inc.	9/16/2016	\$180.02
<u>43922</u>	U.S. Postal Service (Black Diamond)	9/16/2016	\$240.00
<u>43923</u>	WA State Department of Corrections	9/16/2016	\$15.00
<u>43924</u>	Washington State Treasurer	9/16/2016	\$10,610.36
<u>43925</u>	Water Management Laboratories, Inc.	9/16/2016	\$462.00
<u>43926</u>	Modular Space Corp	9/16/2016	\$5,412.63
<u>EFT Payment 9/7/2016 10:41:26 AM - 1</u>	Dept of Licensing-Firearms Online	9/7/2016	\$108.00
<u>V43888</u>	WABO	9/16/2016	(\$879.52)
		Total	\$70,300.43



Voucher Directory

Dept of Licensing-Firearms Online

EFT Payment 9/7/2016 10:41:26 AM - 1

2016 - September - Pre-Council Sep EFT 2nd Council

090716 DOLFA

633-000-000-586-11-00-00

DOL- Firearms EFT Payments

BD00000112-117

\$108.00

Total 090716 DOLFA

Total EFT Payment 9/7/2016 10:41:26 AM - 1

\$108.00

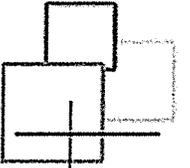
Total Dept of Licensing-Firearms Online

\$108.00

Vendor Count

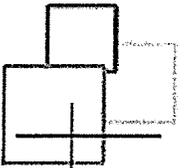
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\$108.00



Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
Enumclaw Chrysler Jeep	43897	6054403/1		2016 - September - Pre-Council Sep 2nd Council	
				Not Previously Billed	
				001-000-210-521-10-48-01	
				Police-Major Repairs	\$4,879.06
				Vehicle Maintenance & Repair	\$4,879.06
				Total 6054403/1	\$4,879.06
				Total 43897	\$4,879.06
				Total Enumclaw Chrysler Jeep	\$4,879.06
				Grand Total	\$4,879.06
				Vendor Count	1



Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
ADT Security Services (PA)	43898	598254935		2016 - August - August 4th Batch	
				September 12 to October 11, 2016 Service	
				001-000-248-518-20-49-02 MDRT Bldg Security Costs	\$18.63
				001-000-254-518-20-49-00 Facilities Security	\$27.95
				Total 598254935	\$46.58
Total ADT Security Services (PA)	43899				\$46.58
Agrishop Inc.	43899	45294/1		2016 - August - August 4th Batch	
				401-000-000-534-80-31-01 Operating Supplies	\$107.18
				Gas Can, Mowing Blade	
				Total 45294/1	\$107.18
Total Agrishop Inc.	43900				\$107.18
AHBL, Inc.	43900	99357		2016 - August - August 4th Batch	
				June 26 to July 25, 2016 Services	
				001-000-240-558-60-41-06 Prof Svs-Gen Gvt Planner	\$4,500.00
				Total 99357	\$4,500.00
Total AHBL, Inc.	43901				\$4,500.00
Alpine Products Inc.	43901	TM--161196		2016 - August - August 4th Batch	
				320-000-002-595-64-63-05 Street Striping	\$239.81
				Capital Project-Traffic Paints	
				Total TM--161196	\$239.81
Total Alpine Products Inc.	43901	TM--161373		2016 - August - August 4th Batch	
				320-000-002-595-64-63-05 Street Striping	\$59.95
				Capital Projects-Traffic Paint	
				Total TM--161373	\$59.95
Total Alpine Products Inc.	43901	TM--161560		2016 - August - August 4th Batch	
				101-000-000-542-90-31-01 Operating Supplies	\$457.16

Execution Time: 11 second(s)

Vendor	Number	Reference	Account Number	Description	Amount
		FBV2632			
			310-000-011-594-18-64-00	General Government Technology	\$1,204.05
				Court Credit Card and Video Conference	
		Total FBV2632			\$1,204.05
Total CDW Government, Inc	Total 43903				\$4,844.71
CHS/Cenex	43904				\$4,844.71
		083116 CHS			
			2016 - August - August 4th Batch		
			August Fuel		
			001-000-180-518-50-32-01	Fuel-Central Services	\$72.01
			001-000-181-518-30-32-00	Fuel	\$312.00
			001-000-240-558-51-32-00	Fuel	\$61.00
			001-000-246-558-70-32-00	Fuel	\$143.58
			001-000-270-576-80-32-00	Fuel	\$38.26
			001-000-280-536-20-32-00	Fuel	\$19.13
			101-000-000-543-50-32-00	Fuel	\$210.44
			401-000-000-534-80-32-00	Fuel	\$229.57
			407-000-000-535-80-32-00	Fuel	\$229.57
			410-000-000-531-10-32-00	Fuel	\$229.57
		Total 083116 CHS			\$1,545.13
Total CHS/Cenex	Total 43904				\$1,545.13
Cities Insurance Assoc.	43905				\$1,545.13
		11311			
			2016 - August - August 4th Batch		
			001-000-180-518-50-49-01	Insurance Deductible	\$1,000.00
				Deductible Reimbursement	
		Total 11311			\$1,000.00
Total Cities Insurance Assoc.	Total 43905				\$1,000.00
City of Black Diamond	43906				\$1,000.00
		82716 COBD			
			2016 - August - August 4th Batch		
			August 2016		
			001-000-212-521-50-47-01	Water	\$159.11
			001-000-212-521-50-47-02	Sewer	\$62.26
			001-000-212-521-50-47-03	Stormwater	\$80.00
			001-000-248-518-20-47-01	MDRT BD Wtr, Swr, Storm	\$47.21
			001-000-254-518-20-47-00	Facilities-Utilities	\$70.82
			001-000-270-575-30-47-01	Museum Water/Sewer/Storm	\$32.00
			001-000-270-575-30-47-01	Museum Water/Sewer/Storm	\$149.35
			001-000-270-575-51-47-01	Gym-Stormwater	\$32.00
			001-000-270-575-51-47-02	Gym-Sewer	\$62.26

Execution Time: 12 second(s)

Voucher Number	Reference	Account Number	Description	Amount
Total 43906				
Total City of Black Diamond				
Comcast (34744)				
43907				
Total 82716 COBD				
2016 - August - August 4th Batch				
8498 34 014 0106156 81616				
August 25 to Spetember 24, 2016				
001-000-214-521-20-42-00			Police Telephone/DSL/Air Cards	\$104.50
Police Internet Act 8498 34 014 0106156				
Total 8498 34 014 0106156 81616				
8498 34 014 0106172 81616				
August 17 to September 16, 2016				
001-000-214-521-20-42-00			Police Telephone/DSL/Air Cards	\$6.60
Police Cable TV Act 8498 34 014 0106172				
Total 8498 34 014 0106172 81616				
				\$6.60

Execution Time: 12 second(s)

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Voucher Directory

Vendor Number	Reference	Account Number	Description	Amount
	8498 34 014 0125628	90616	Sept 5 to October 4, 2016	
			001-000-248-518-20-42-00	\$92.46
			MDRT Internet Act 8498 34 014 0125628	
			001-000-254-518-20-42-00	\$138.68
			Facilities-Communication	
			City Hall Internet Act 8498 34 014 0125628	
	Total 8498 34 014 0125628	90616		\$231.14
Total Comcast (34744)				\$342.24
Granite Telecommunications				\$342.24
43908				
	083116	Grnaite	2016 - August - August 4th Batch	
			August Services	
			001-000-248-518-20-42-00	\$11.19
			MDRT Telephone, Fax, Internet costs	
			001-000-254-518-20-42-00	\$33.58
			Facilities-Communication	
	Total 083116	Grnaite		\$44.77
Total Granite Telecommunications				\$44.77
Intercom Language Services				\$44.77
43909				\$44.77
	15-587		2016 - August - August 4th Batch	
			August Services	
			001-000-120-512-50-41-04	\$151.25
			Court Interpreter	
			Services for Case 5Z0424545	
	Total 15-587			\$151.25
Total Intercom Language Services				\$151.25
Johnsons Home & Garden				\$151.25
43910				
	408101		2016 - August - August 4th Batch	
			001-000-270-576-80-31-03	\$101.50
			Operating Supplies	
			Parks-Weed Killer, Trash Can Liners	
	Total 408101			\$101.50
	408204		001-000-210-521-10-48-01	\$59.55
			Vehicle Maintenance & Repair	
			Police-Vehicle Cleaning Supplies	
	Total 408204			\$59.55
Total Johnsons Home & Garden				\$161.05
Total 43910				\$59.55
Total Johnsons Home & Garden				\$161.05

Execution Time: 12 second(s)

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Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
		863108-0	001-000-180-518-90-31-00	Office Supplies City Hall	\$83.07
		Total 863108-0			\$83.07
Total Office Products Nationwide Parametrix, Inc.	43915				\$851.38
		01-77520	2016 - August - August 4th Batch		
			July 3 to August 12, 2016 Services		\$850.00
			001-000-240-558-60-41-01	Prof Serv- Pass Thru Reimbursement	
			Berg Lot Line Adjustment PLN16-0030		\$850.00
		Total 01-77520			\$850.00
Total Parametrix, Inc. RH2 Engineering Inc.	43916				\$850.00
		65816	2016 - August - August 4th Batch		
			August Services		\$19,576.71
			001-000-257-558-70-41-02	MDRT Civil Engineering-RH2 Engineering	
		Total 65816			\$19,576.71
Total RH2 Engineering Inc. Russell and Heidi Meyer	43917				\$19,576.71
		Account 3016.0	2016 - August - August 4th Batch		
			New Owners		\$69.18
			410-000-000-343-83-00-00	Stormwater Charges	
			Refund of Utility Account 3016.0		\$69.18
		Total Account 3016.0			\$69.18
Total Russell and Heidi Meyer Severson's Building Maint	43918				\$69.18
		581268	2016 - August - August 4th Batch		
			August Services		\$150.00
			001-000-270-575-51-48-00	Gym Facility Repair & Maintenance	
			Gym		\$150.00
		Total 581268			\$150.00

Execution Time: 12 second(s)

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Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
		581274			
			August Services		
			001-000-212-521-50-41-03	Police Custodial Cost	\$625.00
		Total 581274			\$625.00
		581276			
			August Services		
			001-000-248-518-20-49-01	MDRT Bldg Custodial Costs	\$450.00
			001-000-254-518-20-49-01	Facilities Building Custodial	\$675.00
		Total 581276			\$1,125.00
Total Severson's Building Maint	Total 43918				\$1,900.00
Signs By Tomorrow	43919				\$1,900.00
		INV-25383			
			2016 - August - August 4th Batch		
			001-000-270-576-80-31-03	Operating Supplies	\$4.10
			001-000-280-536-20-31-00	Cemetery Office Supplies	\$2.05
			101-000-000-542-90-31-01	Operating Supplies	\$22.56
			401-000-000-534-80-31-01	Operating Supplies	\$24.61
			407-000-000-535-80-31-01	Operating Supplies	\$24.61
			410-000-000-531-10-31-00	Office Supplies	\$24.63
		Total INV-25383			\$102.56
Total Signs By Tomorrow	Total 43919				\$102.56
Stantec Consulting Services, Inc.	43920				\$102.56
		1088506			\$102.56
			2016 - August - August 4th Batch		
			April 2 to July 29, 2016 Services		
			404-000-009-594-34-63-00	Downtown Water Repl Proj	\$1,403.84
				Project Management, Construction Records Drawings	
		Total 1088506			\$1,403.84
Total Stantec Consulting Services, Inc.	Total 43920				\$1,403.84
TRM Wood Products Co. Inc.	43921				\$1,403.84
		334723			\$1,403.84
			2016 - August - August 4th Batch		
			320-000-002-595-64-63-04	Street Signs	\$180.02
				Capital Projects--4 x4 treated Posts for Signs	
		Total 334723			\$180.02
Total TRM Wood Products Co. Inc.	Total 43921				\$180.02
					\$180.02

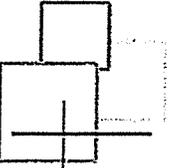
Execution Time: 12 second(s)

Vendor	Number	Reference	Account Number	Description	Amount
U.S. Postal Service (Black Diamond)					
43922		090616 USPS BD		2016 - August - August 4th Batch	
			Annual PO Rental		\$240.00
			001-000-180-518-90-42-00	Postage	
			For PO Box 599		
		Total 090616 USPS BD			\$240.00
		Total 43922			\$240.00
Total U.S. Postal Service (Black Diamond)					
WA State Department of Corrections					
43923		0716.1-17-KCWC-HQ		2016 - August - August 4th Batch	
			July Services		\$15.00
			001-000-211-523-60-49-04	Work Crew Costs-State Exp	
			1 Worker Day @ 15.00 Per Hour		
		Total 0716.1-17-KCWC-HQ			\$15.00
		Total 43923			\$15.00
Total WA State Department of Corrections					
WABO					
V43888		V43888		2016 - August - August 4th Batch	
			Voids Check 43888		(\$879.52)
			001-000-240-558-51-31-03	Books, Maps & Periodicals	
			Books Paid For On City Credit Card		
		Total V43888			(\$879.52)
		Total WABO			(\$879.52)
Washington State Treasurer					
43924		083116 WST		2016 - August - August 4th Batch	
			August Court Remittance		\$10,610.36
			633-000-000-586-00-00-01	Treasurers Trust Court	
		Total 083116 WST			\$10,610.36
		Total 43924			\$10,610.36
Total Washington State Treasurer					
Water Management Laboratories, Inc.					
43925		152105		2016 - August - August 4th Batch	
			August Services		\$47.00
			401-000-000-534-80-41-02	Water Testing and Sampling	
		Total 152105			\$47.00

Execution Time: 12 second(s)

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Voucher Directory



Voucher Directory

Modular Space Corp

43926

2016 - September - 2nd Council

501723758

September Rental

001-000-254-518-20-45-01

Facilities-Bldg Rental/Modspace

Total 501723758

\$1,958.06

501723769

September Rental

001-000-254-518-20-45-01

Facilities-Bldg Rental/Modspace

Total 501723769

\$3,454.57

Total Modular Space Corp

Total 43926

Vendor Count

1

\$5,412.63

\$5,412.63

\$5,412.63

**BLACK DIAMOND SPECIAL JOINT
CITY COUNCIL/PLANNING COMMISSION MEETING MINUTES
August 23, 2016**

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the special joint meeting of the Council and Planning Commission to order at 6:14 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Edelman, Morgan, Weber and Pepper.
Planning Commissioners McCain, Ambur, and Senecal

ABSENT: Commissioners LaConte, Ekberg, and Ammons

Staff present: Barbara Kincaid, BHC Consultant and Brenda L. Martinez, City Clerk.

WORK SESSION:

City's Comprehensive Plan Update – Parks, Recreation, Trails and Open Space

BHC Consultant Kincaid recapped what has been done, what is left and the goal for this meeting. She reported tonight's meeting is to go through the Parks, Recreation, Trails and Open Space element of the Comprehensive Plan update which is now its own chapter in the Comprehensive Plan. She discussed the elements to review will be utilities, economic development, and traffic.

Ms. Kincaid discussed the documents before Council and asked that all use the document she distributed at the meeting as significant changes were made. She noted that just like the other chapters a lot of the information is being put into an appendix as this is easier for people to understand what is being accomplished in the plan.

Existing Conditions

Ms. Kincaid explained this area includes both active and passive land in the City.

There was lengthy discussion regarding the Regional Park and amenities and whether those amenities transferred over on to the deed. Ms. Kincaid noted further research needs to be done to see if this transferred over to the deed for the property. She will work on getting the deed. It was further noted that this would be discussed at the next meeting on September 6th to see if we keep the language in regarding the amenities at the regional park.

Ms. Kincaid discussed the other parks the City owns which are reflected in Table 1. **Changes needed in the verbiage and table is to correct that the City owns the gym, not the Community Center, location of the BMX track. It was discussed the regional park does not have a picnic area and single track mountain bike; description needs to walking trail instead of hiking trail.**

Ms. Kincaid reported that page three and four of the document list other facilities and amenities that are not city owned. She noted this is a GMA requirement.

Discussion began on these amenities and where they are located. **It was suggested to add a definition on the location of the Henry's Ridge Mountain Bike Trails.**

PARK TYPES AND LEVEL OF SERVICE (LOS) STANDARDS

Ms. Kincaid reported the City's adopted LOS standards are "spatially based" which means they emphasize access to different types of park and recreational facilities to ensure all residents are adequately served. She noted page five of the document describes the park types and what we currently have. She also noted page six is the same as what the City has now in the Comprehensive Plan. She commented that Table 3 shows what our standards are per population units.

EXISTING NEED

Ms. Kincaid commented that this section is dated as it was taken out of the 2008 plan and doesn't meet the adopted standard. She referred to Table 4 which is an illustration of what types of parks, standard, and what the City actually has. She also referred to Table 5 which illustrates the existing recreational facility standards. It was discussed to change the basketball court number as the City's gym has a basketball court. The City also has three swimming areas and offers volleyball.

It was suggested to move the word "new" in the second sentence on page 8 to go in front of the word "additional".

FUTURE NEEDS

Ms. Kincaid noted that the previous pages reviewed were a snapshot in time of where are today and this section discusses what is projected for 2035. She also noted in the Development Agreement the Master Developer is obligated to provide recreational facilities based on the City's adopted LOS standards. She referred to Tables 7 and 8 where it shows the requirements for the MPDs recreational facilities. **It was suggested to add language to the last column in Table 7 that this is at the City's discretion.**

In addition, Ms. Kincaid reported that the MPDs are required to dedicate at least 50% of their total area to open space, except as modified by historic agreements as ash the Black Diamond UGA Agreement.

8.5.1 Parks, Recreation, and Open Space Concepts, Goal, Objectives, and Policies

Ms. Kincaid referred to the Goals and Policies that are currently in the Comprehensive Plan and discussed with Council if they are still relevant.

Goal Foster and support the stewardship of natural resources throughout the community in the form of parks, open space, and recreation to serve the needs of the City's residents. **Need to add trails.**

Ms. Kincaid noted needing to restate the objectives as policies to be consistent in the document.

Objective CF-6: Parks should include a variety of active, passive, developed, and natural parks and open space. **Make a policy and change should to will.**

Objective CF-7: Retention of the area's natural beauty and ecology should be represented in the park and open space system. **Restate as policy "Area's natural beauty and ecology should be represented in the park and open space system. Use the word "retained" instead of "represented".**

Policy CF-5: Provide the City with a system of recreation facilities that are attractive, safe, functional, and available to all segments of the population. **Change "available" to "accessible".**

Policy CF-6: Encourage development of a trail system which will connect the City's historic district, neighborhoods, Jones Lake, and Morganville with an integrated King County regional trail system, the new park sit at Lake Sawyer, and a state trail system along the Green River. **Change "encourage" to "continue".**

Policy CF-7: Repairing deficiencies and maintaining the existing park and recreation facilities should be a top priority. **Need to add funding language. Suggested language "Repairing deficiencies and maintaining the existing park and recreation facilities shall be funded in the budget".** Ms. Kincaid suggested "continue to fund at a minimal LOS".

Policy CF-8: Development of new parks within the City shall involve: a. (ok). b. **suggested that types of parks be combined in this.**

Policy CF-9: Current Parks, Recreation, and Open Space LOS guidelines include: Old LOS. **It was discussed this will have language on the new standards.**

Police CF-10: Maintain an up-to-date Parks Plan. **OK.**

Ms. Kincaid thanked everyone for their input and noted the next joint meeting on the Comp Plan update will be September 6, 2016 at approximately 6:10 p.m.

ADJOURNMENT:

There was a motion and a second to adjourn the meeting. Motion **passed** with all voting in favor.

The meeting was adjourned at 8:11:29 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

DRAFT

**BLACK DIAMOND CITY COUNCIL
SPECIAL MEETING MINUTES
August 25, 2016**

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

PRESENT: Councilmembers Deady, Morgan, Edelman, Weber and Pepper. (Councilmembers Deady and Weber were not present during roll call. Councilmember Weber entered the meeting at 6:10 p.m. and Councilmember Deady entered the meeting at 6:21 p.m.)

ABSENT: None

Staff present: Andy Williamson, MDRT/Ec Dev Director and Interim Community Development Director; Jamey Kiblinger, Police Chief; May Miller, Finance Director; Rob Reed, Milton IS; Scott Hanis, Capital Projects/Program Manager; Chief Smith and Chief Barlow; Brenda L. Martinez, City Clerk.

DRAFT CAPITAL IMPROVEMENT PLAN – GENERAL GOVERNMENT CAPITAL PROJECTS

Mayor Benson welcomed everyone to the meeting and noted tonight's meeting is an overview of the General Government Capital Projects portion of the draft Capital Improvement Plan. She then turned the meeting over the Finance Director Miller.

Finance Director Miller discussed the order for tonight's meeting and noted that following the presentation she would go over the financial aspect for balancing the plan along with the calendar outlining the steps for adoption of the plan. She noted directors are here tonight to go over their individual projects in respect to timeline and funding.

PARKS DEPARTMENT

Capital Projects/Program Manager Hanis reviewed and discussed with Council the following park projects:

P1 – Ginder Creek Trail and Site Restoration (Councilmember Weber entered the meeting at 6:10 p.m.)

- P2 – Grant Matching Funds
- P3 – Park Plan Update
- P4 – Pond to Park Improvement – Eagle Creek
- P5 – Boat Launch Park Shoreline Stabilization
- P6 – Cemetery -New Niche Wall (Councilmember Deady entered the meeting at 6:21 p.m.)
- P7 – Rehabilitate East Ginder Creek Property

Finance Director Miller reviewed with Council the Parks Department Capital Project Summary page of the plan.

FIRE DEPARTMENT

Fire Chief's Smith and Barlow reviewed and discussed with Council the following fire department projects:

- F1 – Replace Primary Fire Engine (2000)
- F2 – Replace Reserve Engine (1986)
- F3 – Replace Aid Car (1994)
- F4 – New Fire Station and Equipment

Finance Director Miller reviewed with Council the Fire Department Capital Project Summary page of the plan.

GENERAL GOVERNMENT

Staff reviewed and discussed with Council the following General Government projects:

- G1 – City Technology – Capital (excludes police technology) IS Technician Reed gave a general overview and discussed the critical issues facing the City with technology.
- G2 – General Government Facility Updates
- G3 – General Government Vehicle Replacement
- G4 – Comprehensive Plan Completion

Finance Director Miller reviewed with Council the General Government Projects Capital Project Summary page of the plan.

POLICE DEPARTMENT

Chief Kiblinger reviewed and discussed with Council the following police department projects:

- L1 – Police Technology
- L2 – Patrol Car Replacement Plan
- L3 – Police Radio Replacement

Finance Director Miller reviewed with Council the Police Department Capital Project Summary page of the plan.

In closing Finance Director Miller reviewed the General Government Departments Summary page for the 2017-2022 plan. She highlighted the percentages for each department and discussed the REET 1 analysis summary page along with the proposed calendar outlining the next steps for adoption of the plan.

MDRT/Ec Dev/Interim Community Development Director Williamson discussed with Council the fire impact fees the City will receive (i.e. Black Diamond Elementary School project) and noted this money is directly related to growth.

ADJOURNMENT:

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Pepper to adjourn the meeting. Motion **passed** with all voting in favor (5-0).

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
September 1, 2016
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

PRESENT: Councilmembers Deady, Morgan, Weber and Pepper.

ABSENT: Councilmember Edelman (excused).

Staff present: Seth Boettcher, Public Works Director; Andy Williamson, Interim Community Development Director/MDRT/Ec Dev Director; Kris Chatterson, Police Officer; David Linehan, City Attorney, and Brenda L. Martinez, City Clerk.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Mayor Benson read into the record the following proclamation.

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

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

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

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

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

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

NOW, THEREFORE, I, Carol Benson, Mayor of the City of Black Diamond, on behalf of the Black Diamond City Council, call upon Black Diamond residents to observe the month of September with appropriate programs, activities, and ceremonies supporting this year's Recovery Month and do hereby proclaim in the City of Black Diamond, the month of September 2016 as a month to recognize National Recovery Month.

Mayor Benson announced a reordering of the agenda. Under unfinished business the July 21 minutes will be item no. 3 and under new business items 3 -10 will now be 4 – 11.

A **motion** was made by Councilmember Deady and **seconded** by Councilmember Morgan to move the consent agenda after public comments. **Motion passed** with all voting in favor 4-0.

PUBLIC COMMENTS:

Judy Goodwin, Black Diamond thanked Council for the opportunity to speak. She asked Council three questions 1) Where they are at on mediation?, 2) What's happening on the work sessions to develop new Council Rules?, and 3) Any idea of when the comprehensive plan will be ready for public hearing?

CONSENT AGENDA:

Item 2 - August 18, 2016 Council Minutes

Councilmember Pepper asked that the minutes from August 18 be pulled from the consent agenda and placed under new business.

Item 1 - Claim Checks – September 1, 2016 - No. 43850 through No. 43896 and EFTs in the amount of \$91,400.68

A **motion** was made by Councilmember Morgan and **seconded** by Councilmember Weber to move the claim checks from the consent agenda and place them at the end of the meeting. **Motion passed** 3-1 (Deady).

It was clarified that the August 18th minutes will be item no. 12 under new business and the claim checks will be item no. 13 under new business.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

Item 3 - July 21, 2016 Minutes

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to table the July 21, 2016 minutes. Motion passed 3-1 (Deady).

NEW BUSINESS:

Item 4 – AB16-047, Resolution Accepting Jones Lake Road Overlay Project

Public Works Director Boettcher briefed Council on the completed project.

A **motion** was made by Councilmember Deady to adopt a resolution accepting the Jones Lake Road Overlay Project by Lakeridge Paving Company as complete according to the contract documents. (Motion died due to motion to table which takes precedence)

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to table this item. Motion **passed** 3 -1 (Deady).

Item 5 – AB16-048, Resolution Approving Tough Mudder Special Event Permit SEP16-0014

MDRT/Interim Community Development Director Williamson discussed with Council the Tough Mudder Special Event Permit.

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Deady to adopt a resolution authorizing the Mayor to execute an agreement with Tough Mudder, LLC approving Special Event Permit SEP16-0014. Motion **passed** 4-0.

City Attorney Linehan stated that in light of the fact that Council voted to table item #4 regarding the acceptance of the Jones Lake Overlay Project he recommended an executive session tonight so the Council can bring it off the table before we conclude. The executive session will be in accordance with RCW 42.30.110(1)(i) to discuss litigation risks associated with an indefinite delay in approval of the project. He noted this is just a recommendation for the Mayor and Council's consideration.

Item 6 – AB16-049, Resolution Authorizing an Agreement with Parametrix, Inc. – Surveying Services for MDRT

MDRT Director Williamson reported as the director of this team and per the contract which is a 15 year binding contract his department has special needs such as surveying, traffic, civil etc. He added the contracts before Council will allow him to fulfill his obligations on the Development Agreement.

There was Council discussion on the contract.

A **motion** was made by Councilmember Morgan and **seconded** by Councilmember Pepper to table this item.

MDRT Director Williamson stated he is playing by the Council rules and is here for a first reading; not for a table. Discussion continued with the focus being the process for a first reading.

MDRT Director Williamson stated for the record that he is fulfilling his obligation under the development agreement by bringing these contracts for a first reading to the Council in enough time to be passed so staff can continue their work and not be in violation of the development agreement, but if Council tables it and not knowing when it will come off the table that is not in the spirit of what the development agreements says that we will work in the spirit of collaboration to timely expedite their (OakPointe) things to meet the inspections on time. He again stressed he needs these consultants and added he is asking Council rather than to table it when we don't know when it will come back, if you would postpone to the next council meeting then Council and himself can engage and have a conversation over the next couple of weeks and work through any issues and he can fine tune the document and hopefully get passage. That seems to be in the spirit of cooperation with staff trying to work with Council. He stated he is asking if Council can set the next reading for the next Council meeting and between those two weeks he can discuss issues with Councilmembers as his door is open. He offered that as a suggestion and noted respecting the process of the Council.

Discussion continued on this item with Councilmember Morgan proposing to do an extension on the contracts. City Attorney Linehan noted that the contracts are essentially an extension of the existing contracts and is suggesting an extension is not a solution because of Council wanting first readings on items.

Vote: Motion passed 3-1 (Deady).

City Attorney Linehan again suggested an executive session to discuss imminent threat of litigation that will result if these contracts are not expeditiously approved.

Item 7 – AB16-050, Resolution Authorizing an Agreement with Parametrix, Inc. for Traffic Engineering Services for the MDRT

MDRT Director Williamson suggested to be expeditious tonight that Council do a blanket motion to table all the contracts related to the MDRT if that is what they want to do. Mr. Williamson went on the record to make very clear that the staff recommends that the Council accept this as their first reading on each one of these contracts and that staff has met Council's timely requirements and they are set for the second reading. So he as a staff member has met his legal obligation.

A **motion** was made by Councilmember Pepper to table the rest of these and taking into consideration what Mr. Williamson has expressed very clearly for the record.

Councilmember Pepper **withdrew** her motion.

MDRT Director Williamson clarified for the record that the items to be tabled are (AB16-049, Parametrix Surveying contract was preciously tabled):

- AB16-050 – Resolution Authorizing an Agreement with Parametrix, Inc. - Traffic Eng. Svc. - MDRT
- AB16-051 – Resolution Authorizing an Agreement with RH2 - Civil – MDRT
- AB16-052 – Resolution Authorizing an Agreement with Perteet –Environment- MDRT
- AB16-053 – Resolution Authorizing an Agreement with HWA Geosciences – MDRT

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to table these items 049, 050, 051, 052, and 053. Motion **passed** 3-1 (Deady).

Item 11 – AB16-054, Resolution Authorizing an Agreement with DKS Associates

MDRT Director Williamson thanked Council for their guidance in helping him work through the last issue with DKS. He noted DKS is not under BergerABAM and would like to get this second item passed. He discussed the three key elements of the comprehensive plan with traffic being one of them. He stated he is here tonight to see if the contract can be finalized and moved forward. He asked Council to provide the guidance to move this forward and explained that traffic is not an easy concept to understand and we need to make sure our citizens have enough time to digest the information.

There was Council discussion on the traffic simulation modeling, the product belonging to the City, the need to let the City know if they are subcontracting anything out and who drives the two options in the contract.

A **motion** was made by Councilmember Deady to adopt a resolution authorizing the Mayor to sign a Professional Services Agreement with DKS Associates. (Motion died due to motion to table which takes precedence)

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Weber to table this item. Motion **passed** 3-1 (Deady).

At 8:22 p.m. Mayor Benson announced a 10 minute executive session in accordance with RCW 42.30.110(1)(i) to discuss potential litigation with legal counsel regarding the contracts and the Jones Lake Road Overlay Project. Councilmember Deady and Mayor Benson attended the executive session with City Attorney Linehan. Councilmembers Morgan, Weber and Pepper declined to attend.

Mayor Benson called the meeting back to order at 8:32 p.m.

Item 12 – Minutes - Council Meeting of August 18, 2016

Councilmember Pepper stated that they would like to table the minutes.

City Attorney Linehan stated that Council is required to have minutes and tabling them implies that they may never come back; this would be a legal violation to not have published minutes. He noted he is not saying they don't have the right to table them, but with the advanced warning that failing to bring them off the table creates a lack of minutes of a public meeting which are required under the law.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to table this item. Motion **passed** 3-1 (Deady).

Item 13 – Claim Checks – September 1, 2016 - No. 43850 through No. 43896 and EFTs in the amount of \$91,400.68

Mayor Benson answered questions sent in by Councilmember Morgan regarding the claim checks on the agenda for approval.

A **motion** was made by Councilmember Morgan and **seconded** by Councilmember Weber to adopt the claim checks. Motion **passed** 4-0.

Councilmember Morgan noted having an item of unfinished business which is a resolution regarding professional services to hire a parliamentarian. There was a lengthy discussion between Councilmembers on this item.

DEPARTMENT REPORTS: None

MAYOR'S REPORT:

Mayor Benson reported attending the Fire Ad Hoc committee meeting.

COUNCIL REPORTS:

Councilmember Deady reported attending the Fire Ad Hoc committee meeting and a meeting with Mayor Benson and Finance Director Miller to review the vouchers.

Councilmember Morgan – no report.

Councilmember Weber stated whether it is good, bad, or indifferent he appreciated citizens coming out and if business was being conducted the meetings would be a lot shorter. He commented on hoping the weather cooperates with Labor Days and stated at no time was there any intent not to support Labor Days.

Councilmember Pepper talked about the Council powers as referenced by the Association of Washington Cities (AWC) and Municipal Research and Services Center (MRSC) and thanked everyone for coming out tonight.

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Leslie Coulee, Black Diamond asked Councilmembers Weber, Pepper and Morgan about a meeting the three convened at the Black Diamond Bakery Coffee Shop and what was the purpose.

Terry Yankovich, Black Diamond commented that she still can not understand why three Councilmembers believe what they are doing is correct while the other three believe they are correct. She wondered when can they all come to an understanding as it is ridiculous. She discussed asking Councilmember Pepper to be invited to committee meetings and so far she hasn't been.

Andrew Williamson, representing Teamsters Local 117 reported that additional employees at the City have signed cards to begin a new unit.

Judy Goodwin, Black Diamond discussed why she asked the questions at the beginning of the meeting. She noted there being another viable alternative option for how committee meetings can happen. She discussed how committee meetings worked in the past with previous Councils and understands that arrangement could be going on today and the public can attend. She also commented on Mr. Talmadge having concerns with the way the committees were operating as well as the other three.

Judy Baxley, Black Diamond commented that she is confused on the committees. She noted reading in the handbook Council is allowed to have committees.

Discussion began among Councilmembers regarding Council Committees and the meetings that have been held so far on the Council Rules of Procedure.

ADJOURNMENT:

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Pepper to adjourn the meeting. Motion **passed** with all voting in favor (4-0). The meeting ended at 9:19 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Public Hearing for 2017-2022 Capital Improvement Plan	Agenda Date: September 15, 2016	
	AB16-055	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	X
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Public Works – Seth Boettcher		
Court – Stephanie Metcalf		
Cost Impact (see also Fiscal Note):		
Fund Source: --Various		
Timeline: 2017-2022		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Proposed 2017-2022 Capital Improvement Plan Document		
SUMMARY STATEMENT:		
<p>The 2017-2022 update of the cities Capital Improvement Plan began on February 23, 2016, Departments developed detailed projects by updating previously scheduled projects or added new Capital Project. This includes projections over the next six year including potential sources of Revenue for each project. The process included meetings with Mayor Benson and department directors.</p>		
<p>Two work sessions were held with Council on August 25, 2016 and September 8, 2016 to review each project and source of funding, answer questions and receive comments or updates. After the September 8, 2016 workstudy meeting, council requested a few additions and staff added some wording and technical summary changes.</p>		
<p>Council changes are shown on: Page 14, with the addition of T10 to improve the Downtown Parking, Page 37, to modify S1 to add security fencing and gates around the public works facility, page 78, to add Gym/Wayfinding signs. Wording & technical changes are also reflected in the totals and summaries.</p>		
<p>This public hearing is scheduled to receive public input on the 2017-2022 Capital Improvement Plan. Copies can be found at the City's web site at www.ci.blackdiamond.wa.us on the Public Notices page.</p>		
<p>The 2017-2022 Capital Improvement Plan needs to be adopted by Resolution, so departments can refer to this resolution number when they apply for grants noted in the document. This is a "plan" not a budget, The 2017 Capital projects will be reviewed again as part of the 2017 Budget process.</p>		
<p>FISCAL NOTE (Finance Department): The 2017-2022 Capital Improvement Plan totals, \$48,039,748 with 87% covering Public Works projects, 91% of that for Street and Water Capital Projects spanning the next six years.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		

RECOMMENDED ACTION: **PUBLIC HEARING ONLY**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 15, 2016		

City of Black Diamond, WA

Capital Improvement Program

2017 – 2022

DRAFT





Table of Contents

Capital Improvement Program (CIP) 2017-2022

CIP Overview	1-3
All Departments Summary	4
Street Department	5-28
Water Department	29-36
Sewer Department	37-43
Stormwater Department	44-50
Real Estate Excise Tax 2	51
Public Works Summary	52-53
Parks Department	54-61
Fire Department	62-66
Police Department	67-72
General Government Projects	73-79
Real Estate Excise Tax 1	80
General Government Summary	81-82
All Department Summary Chart	83
CIP Calendar	84

Overview of the Capital Improvement Program

What is the Capital Improvement Program?

The Capital Improvement Program (CIP) is a plan that lays out a six-year road map identifying present and future capital and infrastructure needs for the City. 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.

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 facility needs, and general facility capital needs and improvement.

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 grants, impact fees, public trust fund loans, Real Estate Excise Tax revenue (REET), capital reserves 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 addressed with the adoption of the CIP.

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 capacity adding transportation projects is equitably shared with developers. In Black Diamond, the developer of the MPD's is the primary funder and implementer of the capacity adding project to meet the needs of the growing community. The city is seeking grants to address those locations where there is existing deficiencies which are City responsibility.
- 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 facility improvements are primarily financed by grants, real estate excise taxes and developer contributions.
- Utilities The City provides water, sewer and stormwater utility services to residents and businesses. Capital Facilities include water sources, facilities, Reservoir, water lines, sewer treatment facilities, transmission systems and storm water detention facilities and culverts. Developers contribute to these projects, as growth requires infrastructure expansion. Utility fund reserves, grants, loans and Real Estate Excise Taxes also provide funding for utility capital projects 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 and technology. Funding for these capital projects largely comes from user fees, grants and some Real Estate Excise Taxes.
- General Capital The City is responsible for funding the construction and maintenance of general capital facilities such as city buildings, vehicles and technology. These costs are usually funded by bond issues, grants or Real Estate Excise Taxes.

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.

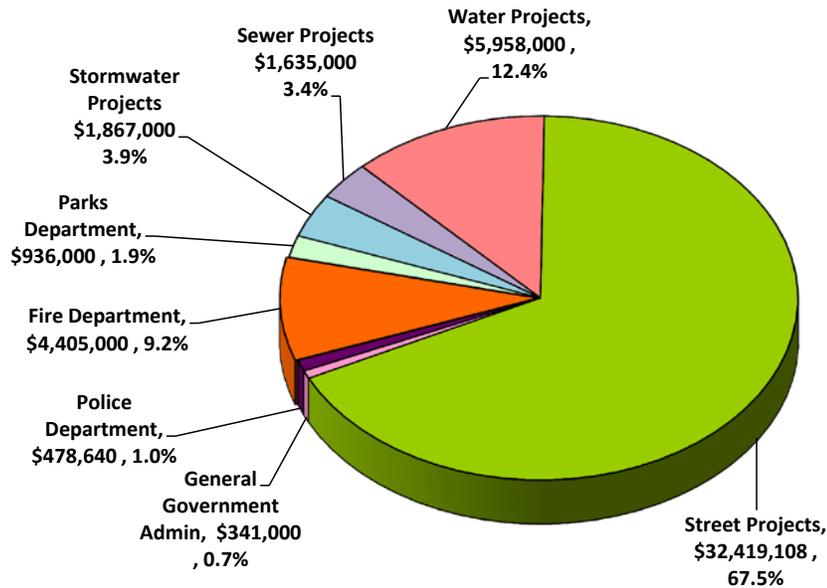
Development and Approval Process

The Capital Improvement Plan is usually updated annually or every other 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. Council workstudy sessions occur and a public hearing encourages public input. The proposed plan is then brought before Council for approval. This approved CIP then becomes an update and amendment to the capital facility portion of the City's Comprehensive Plan.

All Departments Summary Capital Improvement Plan 2017 - 2022

	Total \$ Project 2017 - 2022	2017	2018	2019	2020	2021	2022
Street Projects	32,419,108	7,528,108	3,851,000	3,810,000	6,660,000	9,100,000	1,470,000
Water Projects	5,958,000	530,000	2,514,000	371,000	623,000	870,000	1,050,000
Sewer Projects	1,635,000	160,000	367,000	82,000	422,000	92,000	512,000
Stormwater Projects	1,867,000	57,000	1,500,000	40,000	50,000	-	220,000
Parks Department	936,000	37,500	124,500	45,000	91,000	343,000	295,000
Fire Department	4,405,000	-	365,000	-	825,000	125,000	3,090,000
Police Department	478,640	184,320	34,320	145,000	25,000	25,000	65,000
General Government	341,000	92,000	50,000	80,000	30,000	59,000	30,000
TOTAL Projected Expenditures	\$ 48,039,748	\$ 8,588,928	\$ 8,805,820	\$ 4,573,000	\$ 8,726,000	\$10,614,000	\$ 6,732,000



Street Department (Transportation Projects) CAPITAL PROJECT SUMMARY

Summary by Project		Capital Plan 2017 - 2022					
Project Title	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
T1	General Street Improvement	180,000	30,000	30,000	30,000	30,000	30,000
T2	Roberts Drive Road Improvements	1,158,108	1,158,108				
T3	New Arterial "Annexation Road"	2,900,000	2,900,000				
T4	Lake Sawyer Road Extension	1,800,000	1,800,000				
T5	224th Guardrail at Covington Creek	25,000	25,000				
T6	224th Ave SE Asphalt Overlay	300,000	300,000				
T7	Roberts Roundabout	7,770,000		210,000	2,090,000	5,470,000	
T8	Roberts Drive Rehabilitation Phase 2	170,000		170,000			
T9	232nd Ave Chip Seal	100,000	100,000				
T10	Downtown Public Parking	145,000		25,000	120,000		
T11	216th Ave SE Overlay	180,000		180,000			
T12	Lawson Street Phase 1	165,000		165,000			
T13	Grant Matching	240,000	40,000	40,000	40,000	40,000	40,000
T14	Lawson Street Sidewalk Phase 2	356,000		76,000	280,000		
T15	Pedestrian and Bicycle Study	30,000				30,000	
T16	Lawson Connector	3,200,000		3,200,000			
T17	Ravensdale - 169 Intersection	1,300,000	200,000	100,000	1,000,000		
T18	North Connector	1,000,000			1,000,000		
T19	Roberts Dr. Lake Sawyer Rd. Roundabout	1,000,000	1,000,000				
T20	Ravensdale - 169 Intersection - Permanent	8,000,000				8,000,000	
T21	Roberts Dr. Annex Road Intersection Imp.	1,000,000				1,000,000	
T22	216 Ave SE/288th Intersection Improvement	1,400,000					1,400,000
TOTAL ESTIMATED COSTS		32,419,108	7,528,108	3,851,000	3,810,000	6,660,000	9,100,000
Funding Sources							
TIB, CDBG and Other Grants							
T2	Roberts Drive Road Improvements	1,079,867	1,079,867				
T6	224th Ave SE Asphalt Overlay	255,000	255,000				
T7	Roberts Roundabout	4,235,000		1,030,000	3,205,000		
T8	Roberts Drive Rehabilitation Phase 2	144,500	144,500				
T9	232nd Ave Chip Seal	90,000	90,000				
T10	Downtown Public Parking	108,000			108,000		
T11	216th Ave SE Overlay	153,000		153,000			
T12	Lawson Street Phase 1	148,500		148,500			
T14	Lawson Street Sidewalk Phase 2	315,000		55,000	260,000		
T15	Pedestrian and Bicycle Study	27,000				27,000	
T20	Ravensdale - 169 Intersection - Permanent	4,000,000				4,000,000	
		10,555,867	1,424,867	199,500	1,591,500	3,313,000	4,027,000
Developer Funded/Impact Fees/SEPA							
T2	Roberts Drive Road Improvements	52,250	52,250				
T3	New Arterial "Annexation Road"	2,900,000	2,900,000				
T4	Lake Sawyer Road Extension	1,800,000	1,800,000				
T7	Roberts Roundabout	3,535,000		210,000	1,060,000	2,265,000	
T14	Lawson Street Sidewalk Phase 2	41,000		21,000	20,000		
T16	Lawson Connector	3,200,000		3,200,000			
T17	Ravensdale - 169 Intersection	1,300,000	200,000	100,000	1,000,000		
T18	North Connector	1,000,000			1,000,000		
T19	Roberts Dr. Lake Sawyer Rd. Roundabout	1,000,000	1,000,000				
T20	Ravensdale - 169 Intersection - Permanent	4,000,000				4,000,000	
T21	Roberts Dr. Annex Road Intersection Imp.	1,000,000				1,000,000	
T22	216 Ave SE/288th Intersection Improvement	1,400,000					1,400,000
Total Developer/Impact/SEPA Funding		21,228,250	5,952,250	3,531,000	2,080,000	3,265,000	1,400,000

Street Department (Transportation Projects) CAPITAL PROJECT SUMMARY

Summary by Funding, cont.	Capital Plan 2017 - 2022						
	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
Real Estate Excise Tax 2 Funding or Grant Matching							
T1 General Street Improvement	180,000	30,000	30,000	30,000	30,000	30,000	30,000
T2 Roberts Drive Road Improvements	25,991	25,991					
T5 224th Guardrail at Covington Creek	25,000		25,000				
T6 224th Ave SE Asphalt Overlay	45,000	45,000					
T8 Roberts Drive Rehabilitation Phase 2	25,500		25,500				
T9 232nd Ave Chip Seal	10,000	10,000					
T10 Downtown Public Parking	37,000			25,000	12,000		
T11 216th Ave SE Overlay	27,000			27,000			
T12 Lawson Street Phase 1	16,500			16,500			
T13 Grant Matching	240,000	40,000	40,000	40,000	40,000	40,000	40,000
T15 Pedestrian and Bicycle Study	3,000					3,000	
Total REET 2 Funding	634,991	150,991	120,500	138,500	82,000	73,000	70,000
TOTAL ESTIMATED FUNDING SOURCES	32,419,108	7,528,108	3,851,000	3,810,000	6,660,000	9,100,000	1,470,000

Street Department **T1**

General Street Improvement 13.10

DESCRIPTION

Light Street Maintenance. 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.

BACKGROUND

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

CAPITAL PROJECT COSTS	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
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							
Real Estate Excise Tax 2	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



Street Department

T2

Roberts Drive Improvements

DESCRIPTION

Street Reconstruction. This project combines the Roberts Drive Bridge project and half of the Roberts Drive Roadway Rehab into a more complete roadway reconstruction with sidewalks on the south side, pavement overlay, bridge rehabilitation, stormwater improvements and street lights from 100 feet west of the Rock Creek Bridge to City Hall.

BACKGROUND

The City was successful in obtaining a Road Reconstruction Grant which was combined with a previous grant for one bigger project. The project was on hold to resolve utility and environmental issues but now looks on schedule to be under construction in the summer of 2017.

CAPITAL PROJECT COSTS	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
Construction Engineering	20,000	20,000					
Management & Administration	97,187	97,187					
Construction Costs	1,040,921	1,040,921					
TOTAL COSTS	1,158,108	1,158,108					
REQUESTED FUNDING							
Grants TIB	1,079,867	1,079,867					
Developer Mitigation	52,250	52,250					
Street Funds (REET 2)	20,226	20,226					
Grant Match	5,765	5,765					
TOTAL SOURCES	1,158,108	1,158,108					



Street Department

T3

New Arterial "Annexation Road"

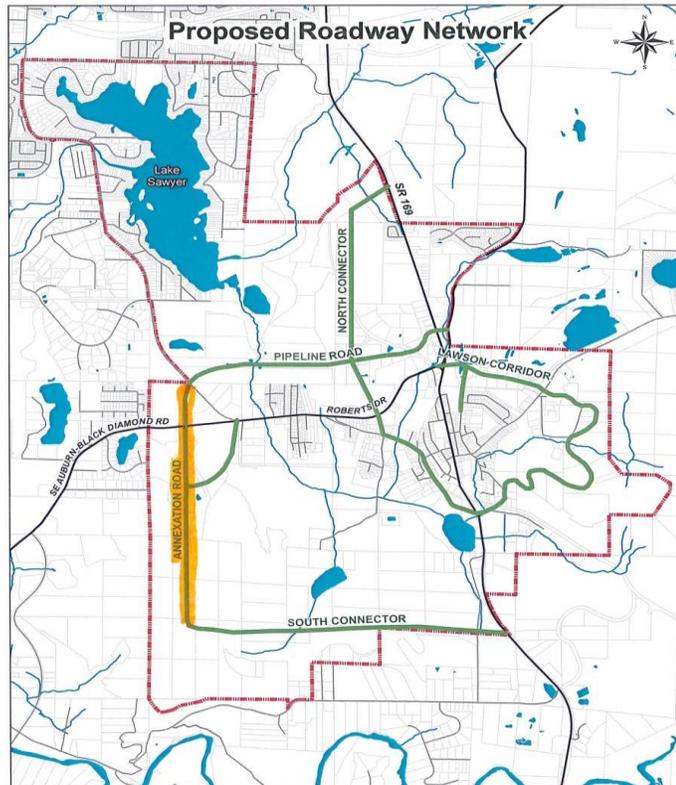
DESCRIPTION

Capacity Adding Project. This project provides a link from the initial phases of the Villages development to the City street network and a future link to the "pipeline" road.

BACKGROUND

This project is in keeping with the City's approved Future Street Network according to the City's comprehensive plan. This project is planned to be designed and constructed by the developer.

CAPITAL PROJECT COSTS	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
Design Engineering	500,000	500,000					
Construction Costs	2,400,000	2,400,000					
TOTAL COSTS	2,900,000	2,900,000					
REQUESTED FUNDING							
Developer Funded	2,900,000	2,900,000					
TOTAL SOURCES	2,900,000	2,900,000					



Street Department

T4

Lake Sawyer Road Extension

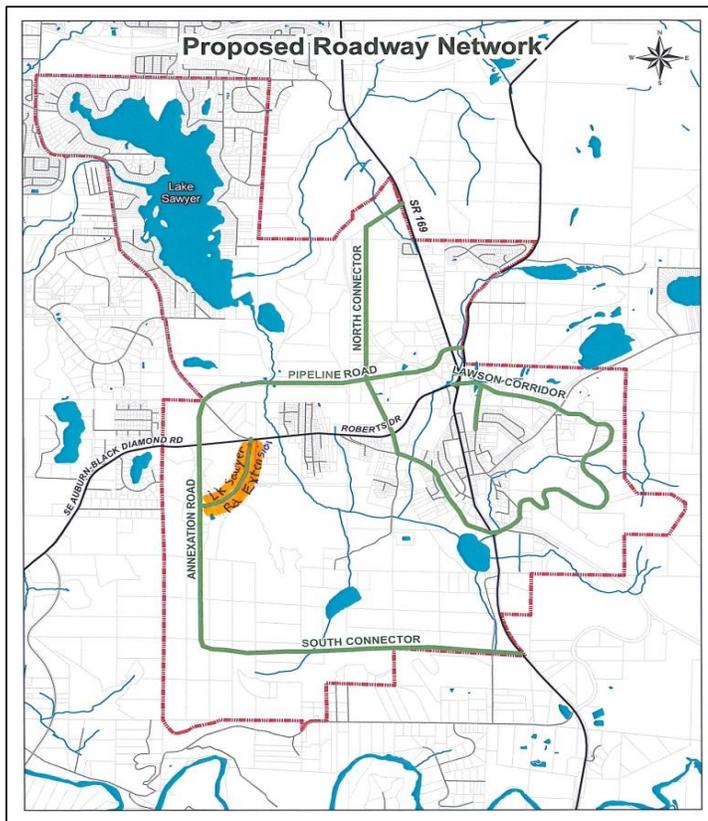
DESCRIPTION

Capacity Adding Project. This project provides a link from the initial phases of the Villages development to the City street network.

BACKGROUND

This project is in keeping with the City's approved Future Street Network according to the City's comprehensive plan. This project is planned to be designed and constructed by the developer.

CAPITAL PROJECT COSTS	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
Design Engineering	300,000	300,000					
Construction Costs	1,500,000	1,500,000					
TOTAL COSTS	1,800,000	9,000,000					
REQUESTED FUNDING							
Developer Funded	1,800,000	1,800,000					
TOTAL SOURCES	1,800,000	1,800,000					



Street Department

T5

224th Guardrail @ Cov Creek

DESCRIPTION

Safety Project. This safety project is to install guard rail on both sides of the road at the Covington Creek culverts on 224th Ave SE. This project could be combined with the replacement of the stormwater Project Culvert Replacement at Covington Creek, D2.

BACKGROUND

Staff and the committee determined that guard rails at Covington Creek would provide a greater risk reduction for errant vehicles than the Abrams project was dropped and priorities shifted.

CAPITAL PROJECT COSTS	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
Management & Administration	2,500		2,500				
Construction Costs	22,500		22,500				
TOTAL COSTS	125,000		25,000				
REQUESTED FUNDING							
Real Estate Excise Tax 2	25,000		25,000				
TOTAL SOURCES	25,000		25,000				



Street Department **T6**

224th Ave SE Asphalt Overlay

DESCRIPTION

Major Street Maintenance. Overlay 224th Ave SE from Covington Creek to 307th Place.

BACKGROUND

Public Works staff in cooperation with Maple Valley and Covington sealed the many cracks in 224th Ave SE in 2013 to preserve the integrity of the road until we could get a grant to overlay the street. The crack sealing has been effective in holding the street together and maintaining the pavement rating to stay in the TIB street preservation funding program.

CAPITAL PROJECT COSTS	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
Design Engineering	10,000	10,000					
Management & Administration	20,000	20,000					
Construction Costs	270,000	270,000					
TOTAL COSTS	300,000	300,000	-	-	-	-	-
REQUESTED FUNDING							
Grants TIB	255,000	255,000					
Grant Match	45,000	45,000					
TOTAL SOURCES	300,000	300,000	-	-	-	-	-



Street Department

T7

Roberts Roundabout

13.02

DESCRIPTION

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

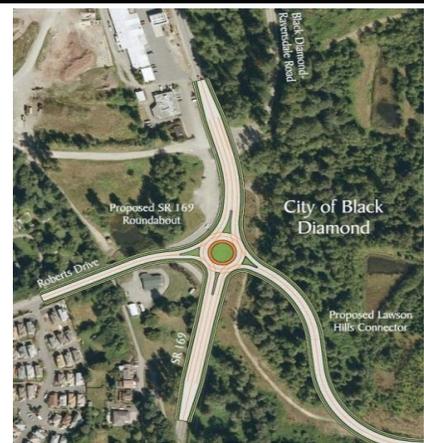
BACKGROUND

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. However this project will be accomplished in phases as the City grows. If the City were able to secure adequate funding soon then the City could move forward with a comprehensive ultimate traffic solution for the Roberts Drive and Ravensdale intersections.

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 \$ 2017 -2022	2017	2018	2019	2020	2021	2022
Land/Right of Way	300,000			300,000			
Preliminary Engineering	200,000		200,000				
Environ Engr & Permitting	300,000			300,000			
Construction Engineering	600,000				600,000		
Bid Documents	50,000			50,000			
Design Engineering	700,000			700,000			
Construction Costs	4,965,000			350,000	4,615,000		
Environ Mitigation	300,000			300,000			
Management / Admin	355,000		10,000	90,000	255,000		
TOTAL COSTS	7,770,000		210,000	2,090,000	5,470,000		
REQUESTED FUNDING							
Developer Funded	3,535,000		210,000	1,060,000	2,265,000		
Grants	4,235,000			1,030,000	3,205,000		
TOTAL SOURCES	7,770,000		210,000	2,090,000	5,470,000		



Street Department **T8**

Roberts Drive Rehabilitation Phase 2 **14.02**

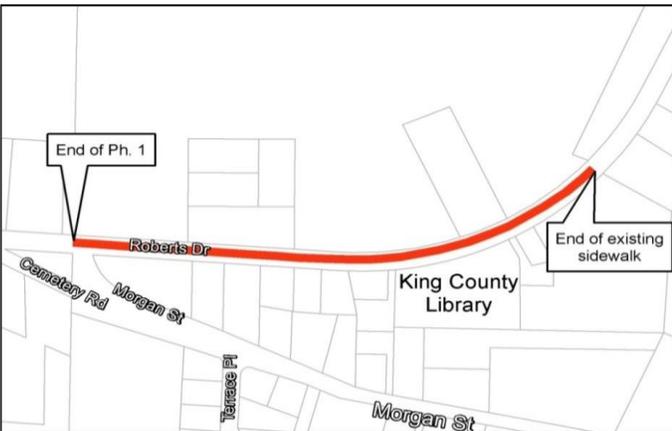
DESCRIPTION **Major Street Maintenance from Morgan Street to the sidewalk end past the Library (1600 ft.).** Patch and Replace concrete panels; Seal joints and cracks; Plane the concrete to a smooth surface; Widen shoulders.

BACKGROUND The concrete roadway is about 100 years old but needs repair work. This project is to repair and preserve the existing road.

COMMENTS This section of Roberts Drive is in fair condition with some bad spots. Sidewalks curb and street lights have already been installed on a pedestrian grant. Going further east from this project would make more sense to go after total reconstruction funding and upgrade to urban standards.

CAPITAL PROJECT COSTS	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
Design & Bid Docs	35,000		35,000				
Management & Inspection	15,000		15,000				
Construction	120,000		120,000				
TOTAL COSTS	170,000		170,000				
REQUESTED FUNDING							
Grant Matching	25,500		25,500				
Grants	144,500		144,500				
TOTAL SOURCES	170,000		170,000				

End of library to City Hall



Street Department **T9**

232nd Ave. SE Chip Seal **14.03**

DESCRIPTION **Major Street Maintenance.** Patch and Chip Seal 232nd Ave. SE from SE 288th Street to the back of the Pond at Greenbrier.

BACKGROUND This 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.

CAPITAL PROJECT COSTS	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
Design Engineering	10,000	10,000					
Management and Admin	10,000	10,000					
Construction	80,000	80,000					
TOTAL COSTS	100,000	100,000					
REQUESTED FUNDING							
Grants	90,000	90,000					
Grant Matching	10,000	10,000					
TOTAL SOURCES	100,000	100,000					



Street Department

T10

Downtown Public Parking

DESCRIPTION

Develop additional public parking in the downtown area of Baker Street and Railroad Ave.

BACKGROUND

Most of the existing buildings in the Railroad Ave area were constructed without off street parking lots other than the Eagles Hall. This area is zoned "Town Center" which does not require off street parking with the development of the property. There currently is a deficiency in available parking to support the existing businesses. The cope of this project will be refined in the initial preliminary engineering phase. In the preliminary phase of this project the City will rebiew the cost and benefit of creating additional on street parking, expanding the use of city owned right of way in the area, negotiating with owner of undeveloped property and / or purchasing additional property in the area.

CAPITAL PROJECT COSTS	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
Land/Right of Way	60,000				60,000		
Preliminary Engineering	10,000			10,000			
Design Engineering	10,000			10,000			
Management and Admin	5,000			5,000			
Construction	60,000				60,000		
TOTAL COSTS	145,000			25,000	120,000		
REQUESTED FUNDING							
Grants	108,000				108,000		
Real Estate Excise Tax 2	25,000			25,000			
Grant Matching	12,000				12,000		
Other (Specify)							
TOTAL SOURCES	145,000			25,000	120,000		



Street Department

T11

216th Avenue SE Overlay

DESCRIPTION

Major Street Maintenance. Patch and overlay 216th Ave. SE from SE 288th St. to SE 296th St.

BACKGROUND

The pavement condition is average to poor. The roadway width and side improvements vary. The engineering, bid process, inspections and project management will be provided by City staff. This is a heavy traffic area project.

CAPITAL PROJECT COSTS	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
Engineering & Bid Docs	20,000			20,000			
Management & Admin	15,000			15,000			
Construction	145,000			145,000			
TOTAL COSTS	180,000			180,000			
<hr/>							
REQUESTED FUNDING							
TIB Pavement Preservation	153,000			153,000			
Grant Matching	27,000			27,000			
TOTAL SOURCES	180,000			180,000			



Street Department

T12

Lawson Street Ph. 1

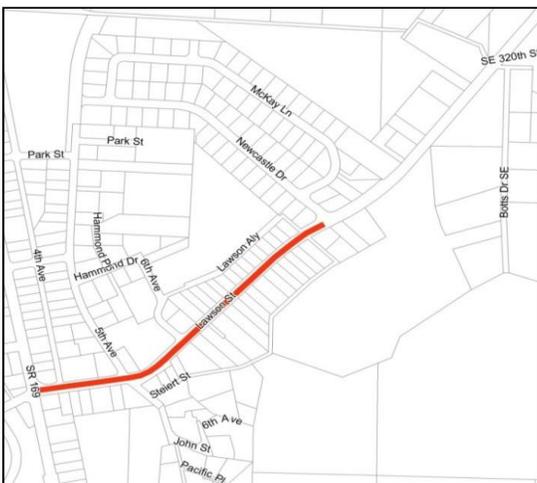
DESCRIPTION

Major Street Maintenance. Surface grinding; some panel replacement and shoulder widening from SR 169 to Newcastle Dr.

BACKGROUND

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

CAPITAL PROJECT COSTS	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
Engineering & Bid Docs	20,000			20,000			
Management & Admin	15,000			15,000			
Construction	130,000			130,000			
TOTAL COSTS	165,000			165,000			
REQUESTED FUNDING							
TIB Pavement Preservation	148,500			148,500			
Grant Matching	16,500			16,500			
TOTAL SOURCES	165,000			165,000			



Street Department **T13**

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 PROJECT COSTS	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
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							
Real Estate Excise Tax 2	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.



Street Department **T14**

Lawson Street Sidewalk Phase 2 **13.5**

DESCRIPTION **Pedestrian Project.** 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.

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	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
Land/Right of Way	10,000		10,000				
Design Engineering	61,000		61,000				
Mgmt & Admin	15,000		5,000	10,000			
Construction Costs	270,000			270,000			
TOTAL COSTS	356,000		76,000	280,000			
REQUESTED FUNDING							
Safe Rt to School Grant	165,000		55,000	110,000			
TIB Pedestrian Grant	150,000			150,000			
Dev/Impact Fees/SEPA	41,000		21,000	20,000			
TOTAL SOURCES	356,000		76,000	280,000			



Street Department

T15

Downtown Pedestrian and Bicycle Linkages Study

DESCRIPTION

Pedestrian Project: This study will identify the best routes for pedestrians and bicycles to connect to the north and south of the old downtown area and identify right of way acquisition if needed.

BACKGROUND

The existing right of way for the state route is inadequate for widening to accommodate additional lanes along with pedestrian and bicycles. The study will investigate various bypass routes and key connection points, and provide opportunities for public input. Once the City has approved a pedestrian and bicycle plan for the downtown area the City will be in a better position to seek funding for these important alternative mode connections.

CAPITAL PROJECT COSTS	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
Preliminary Engineering	10,000					10,000	
Design Engineering	20,000					20,000	
TOTAL COSTS	30,000					30,000	
REQUESTED FUNDING							
Grant Match	3,000					3,000	
Pedestrian Grant	27,000					27,000	
TOTAL SOURCES	30,000					30,000	



Street Department

T16

Lawson Connector

DESCRIPTION

Capacity Adding Project. This project provides a new connection from East Black Diamond to SR 169 west of the narrow section of through old downtown. The new road will primarily serve the Lawson Hills Master Planned Development.

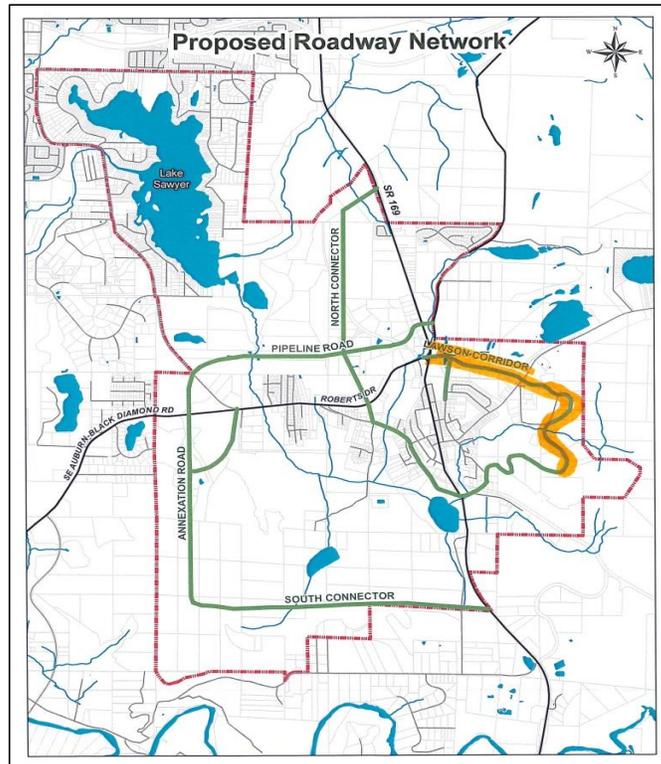
BACKGROUND

This important additional street connection will help distribute traffic and increase local capacity as well as preserve the existing capacity on Lawson street and the downtown corridor on SR 169. This project was added to the future street network planning in the 2009 comprehensive plan update.

COMMENTS

The timing of this project is tied to the Lawson Hills MPD initial phases. This project is planned to be designed and constructed by the developer.

CAPITAL PROJECT COSTS	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
Design Engineering	600,000		600,000				
Construction Costs	2,600,000		2,600,000				
TOTAL COSTS	3,200,000		3,200,000				
REQUESTED FUNDING							
Developer Funded	3,200,000		3,200,000				
TOTAL SOURCES	3,200,000		3,200,000				



Street Department **T17**

BD-Ravensdale Rd/Roberts Drive /SR 169 Interim Intersection Improve.

DESCRIPTION

Capacity Adding Project. This project will meet existing Level of Service deficiency, near term future capacity needs and address safety issues at these two intersections.

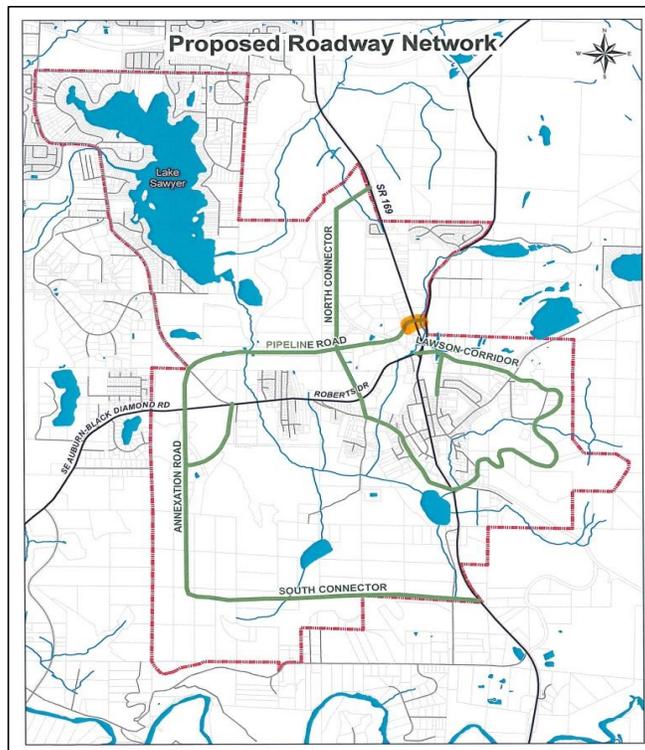
BACKGROUND

If the City is able to obtain significant grant funding in the next couple of years (once the population exceeds 5,000), the City may be able to move forward with a better long term comprehensive solution for these two intersections. This initial interim project does not replace the ultimate plan for these intersections but it will give the City more time to obtain the funding for a more comprehensive solution.

COMMENTS

This project is planned to be designed and constructed by the developer.

CAPITAL PROJECT COSTS	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
Design Engineering	200,000	200,000					
Management & Administration	100,000		100,000				
Construction Costs	1,000,000			1,000,000			
TOTAL COSTS	1,300,000	200,000	100,000	1,000,000			
REQUESTED FUNDING							
Developer Funded	1,300,000	200,000	100,000	1,000,000			
TOTAL SOURCES	1,300,000	200,000	100,000	1,000,000			



Street Department

T18

North Connector

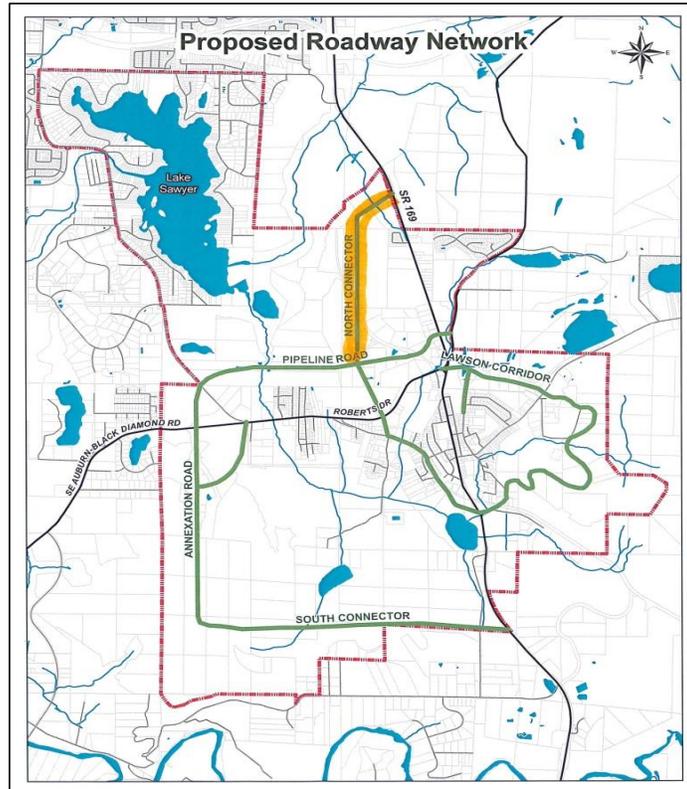
DESCRIPTION

Capacity Adding Project. This project provides a link from the North Triangle area of Lawson Hill MPD and the Villages MPD to SR 169 and a future link to the "pipeline" road.

BACKGROUND

This project is consistent with the City's Future Road Network Plan in the City's Comprehensive Plan

CAPITAL PROJECT COSTS	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
Design Engineering	225,000				225,000		
Construction Costs	775,000				775,000		
TOTAL COSTS	1,000,000				1,000,000		
REQUESTED FUNDING							
Developer Funded	1,000,000				1,000,000		
TOTAL SOURCES	1,000,000				1,000,000		



Street Department

T19

Roberts Dr/Lake Sawyer Rd Extension Roundabout

DESCRIPTION

Capacity Adding Project. This project will provide intersection capacity as needed for the Villages MPD.

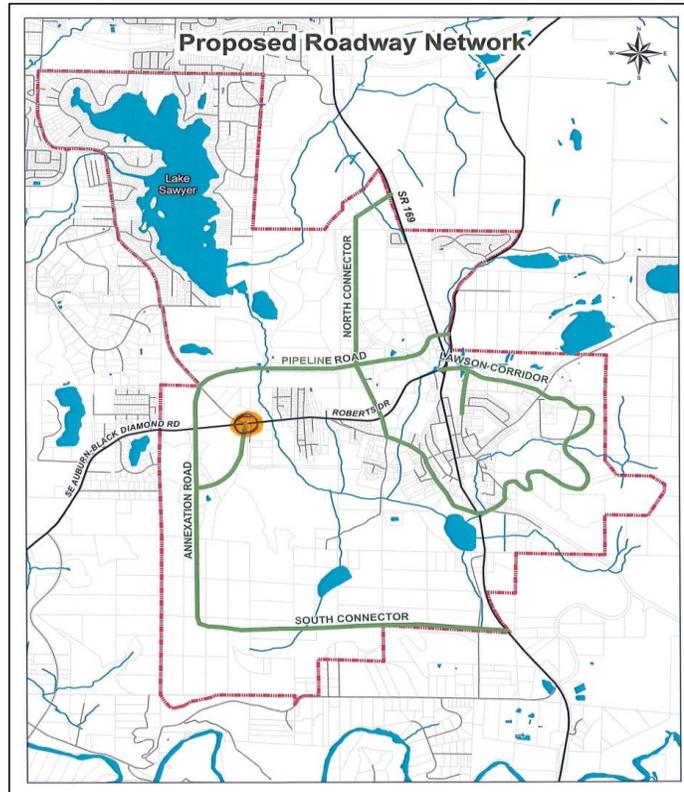
BACKGROUND

This project is consistent with the City's Future Road Network Plan in the City's Comprehensive Plan

COMMENTS

This project is planned to be designed and constructed by the developer.

CAPITAL PROJECT COSTS	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
Design Engineering	225,000	225,000					
Construction Costs	775,000	775,000					
TOTAL COSTS	1,000,000	1,000,000					
REQUESTED FUNDING							
Developer funded	1,000,000	1,000,000					
TOTAL SOURCES	1,000,000	1,000,000					



Street Department

T20

BD-Ravensdale Rd/SR 169 Permanent Intersection Imp.

DESCRIPTION

Capacity Adding Project. This project realigns Ravensdale Road further to the north providing a functional distance between the next major intersection to the south (Roberts Drive) The intersection capacity will be increased by either a larger signalized intersection or a roundabout. Road right of way will need to be acquired.

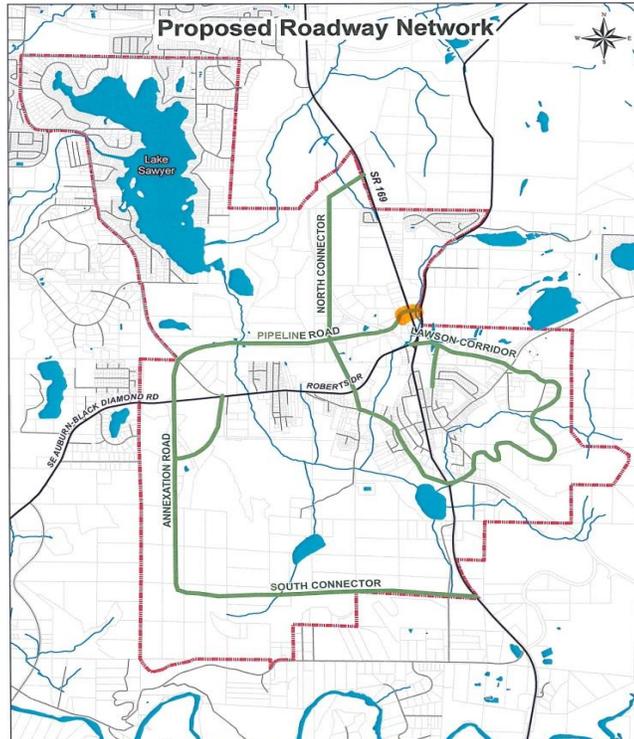
BACKGROUND

This project is in keeping with the City's adopted Future Roadway Network as part of the City's Comprehensive Plan. Once the City is over 5000 in population, the City will be eligible for larger grants for larger projects such as this.

COMMENTS

This project is planned to be designed and constructed by the developer.

CAPITAL PROJECT COSTS	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
Design Engineering	1,500,000					1,500,000	
Construction Costs	6,500,000					6,500,000	
TOTAL COSTS	8,000,000					8,000,000	
REQUESTED FUNDING							
Developer Funded	4,000,000					4,000,000	
TIB Federal Grant Matching	4,000,000					4,000,000	
TOTAL SOURCES	8,000,000					8,000,000	



Street Department

T21

Roberts Dr/Annexation Road Intersection Improvements

DESCRIPTION

Capacity Adding Project. This project will provide intersection capacity to serve the Villages MPD.

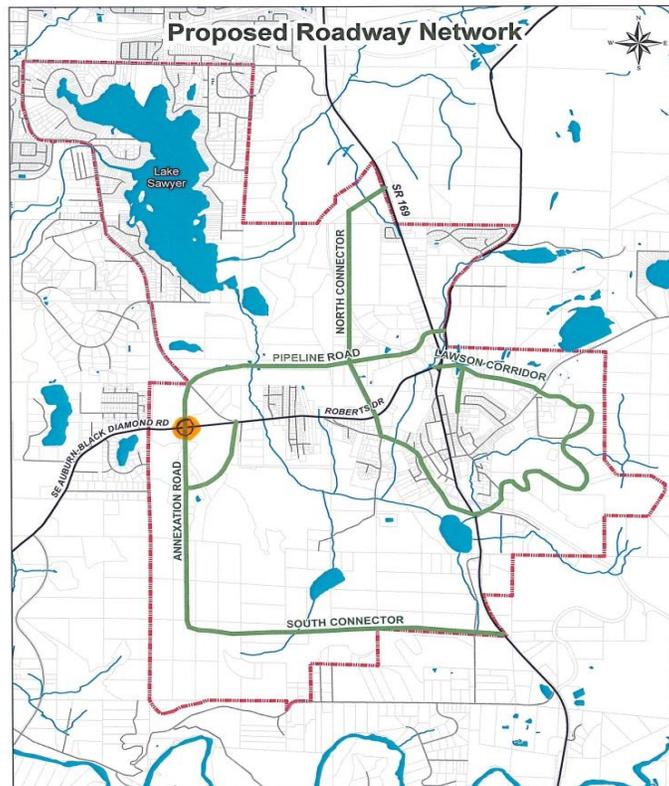
BACKGROUND

This project is consistent with the City's Comprehensive Plan and the Future Road Network plan therein.

COMMENTS

This project is planned to be designed and constructed by the developer.

CAPITAL PROJECT COSTS	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
Design Engineering	250,000					250,000	
Construction Costs	750,000					750,000	
TOTAL COSTS	1,000,000					1,000,000	
REQUESTED FUNDING							
Developer Funded	1,000,000					1,000,000	
TOTAL SOURCES	1,000,000					1,000,000	



Water Department CAPITAL PROJECT SUMMARY

Summary by Project							
Project Title	Capital Plan 2017 - 2022						
	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
W1 4.3 Mil Gal Tank Maintenance and Repair	30,000	30,000					
W2 Springs & Transmission Reconstruction	2,956,000	465,000	2,491,000				
W3 Water Comprehensive Plan Update	30,000	30,000					
W4 Salmon Enhancement & Green Energy	1,392,000			77,000	55,000	210,000	1,050,000
W5 Asbestos Water Main Replacement Prgm	535,000	5,000	3,000	99,000	428,000		
W6 0.5 MG Water Reservoir Recoat	215,000		20,000	195,000			
W7 Fire Flow Loop - North Commercial Area	800,000				140,000	660,000	
TOTAL ESTIMATED COSTS	5,958,000	530,000	2,514,000	371,000	623,000	870,000	1,050,000
Funding Sources							
Water Reserves and Rates							
W1 4.3 Mil Gal Tank Maintenance and Repair	30,000	30,000					
W3 Water Comprehensive Plan Update	30,000	30,000					
W5 Asbestos Water Main Replacement Prgm	59,000	5,000	3,000	9,000	42,000		
W7 Fire Flow Loop - North Commercial Area	400,000				70,000	330,000	
Total Water Reserves & Rates	519,000	65,000	3,000	9,000	112,000	330,000	
Water System & Facilities Funding Agmt (WSFFA)							
W2 Springs & Transmission Reconstruction	2,956,000	465,000	2,491,000				
Total WSFFA Funds	2,956,000	465,000	2,491,000				
Grant Funding							
W4 Salmon Mitigation (Salmon Enhancement)	540,000						540,000
W4 Green Energy (Salmon Enhancement)	550,000				40,000		510,000
W5 CDBG Grant (Asbestos Replacement Prgm)	476,000			90,000	386,000		
Total Grant Funding	1,566,000			90,000	426,000		1,050,000
Loans							
W4 PWTF Loan (Salmon Enhancement)	302,000			77,000	15,000	210,000	
W6 PWTF Loan (0.5 MG Water Reservoir Recoat)	215,000		20,000	195,000			
Total PWTF Loan	517,000		20,000	272,000	15,000	210,000	
Developer Funding							
W7 Fire Flow Loop - North Commercial Area	400,000				70,000	330,000	
Total Developer Funding	400,000				70,000	330,000	
TOTAL ESTIMATED FUNDING SOURCES	5,958,000	530,000	2,514,000	371,000	623,000	870,000	1,050,000

Water Department **W1**

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

CAPITAL PROJECT COSTS	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
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					

Newly constructed



August 2016



Water Department **W2**

Springs & Transmission Reconstruction (WSFFA) 13.06

DESCRIPTION The concept to rehabilitate the City's water source has shifted from A (trying to protect and rehabilitate the existing open springs, replacing pipes over the steep slope, and reconstructing the river crossing) to B (tapping an artesian spring on the north side of the river, changing the water right point of withdrawal, and securing an easement from State Parks. Common to both options are a new pumping system, an updated chlorine system, and replacing the transmission main back to Black Diamond.

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 and more complicated spring collection system on the south side. City staff and the 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 PROJECT COSTS	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
Easement/water right transfer	300,000	150,000	150,000				
Road/bldg imp.	30,000		30,000				
Preliminary Engineering	80,000	80,000					
Design Engineering	180,000	180,000					
Management / Admin	105,000	55,000	50,000				
Construction Costs	2,251,000		2,251,000				
Legal Fees	10,000		10,000				
TOTAL COSTS	2,956,000	465,000	2,491,000				
REQUESTED FUNDING							
Water Supply & Fac. Fnd Agrmt.	2,956,000	465,000	2,491,000				
TOTAL SOURCES	2,956,000	465,000	2,491,000				



Water Department

W3

Water Comprehensive Plan Update

14.12

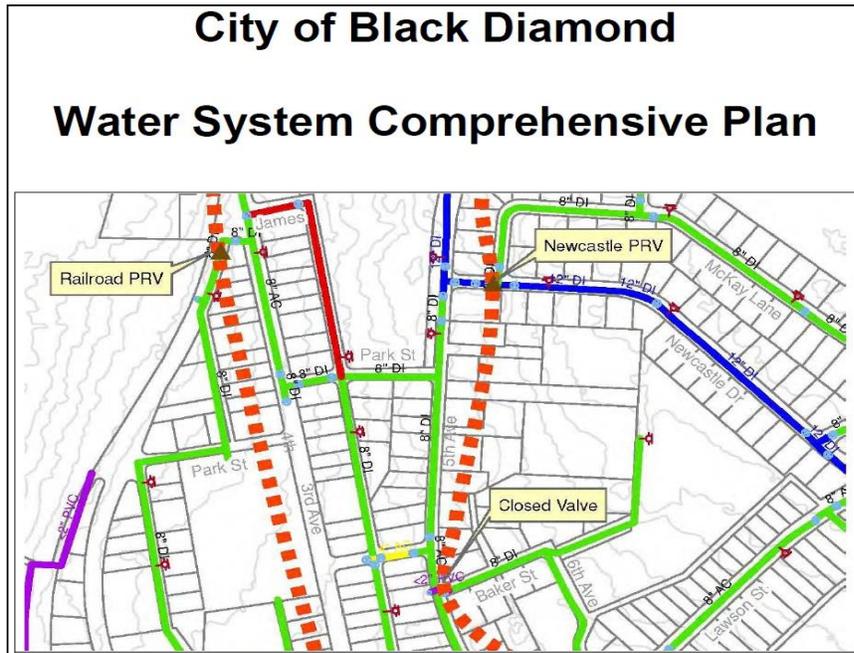
DESCRIPTION

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

COMMENTS

The Public Works Department work load and staffing level has held up the update the Water Comprehensive Plan. A portion of the work was intended to be done in house with assistance from an outside consultant for water system modeling and system mapping. The City staff also needs time to guide and direct the planning effort.

CAPITAL PROJECT COSTS	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
Management / Administration	5,000	5,000					
In house engineering	5,000	5,000					
Public hearings/edits/approval	20,000	20,000					
TOTAL COSTS	30,000	30,000					
REQUESTED FUNDING							
Water Reserves and Rates	30,000	30,000					
TOTAL SOURCES	30,000	30,000					



Water Department **W4**

Salmon Enhancement & Green Energy 14.09

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 springs 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. If debt is incurred it will be repaid by energy savings.

CAPITAL PROJECT COSTS	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
Preliminary Engineering	70,000			70,000			
Permit and Partnership Dev	50,000				50,000		
Engineering	200,000					200,000	
Project Management	72,000			7,000	5,000	10,000	50,000
Construction Costs	1,000,000						1,000,000
TOTAL COSTS	1,392,000			77,000	55,000	210,000	1,050,000
REQUESTED FUNDING							
Grant Funding							
Grant (Salmon mitigation)	540,000						540,000
Grant (Green Energy)	550,000				40,000		510,000
Total Grant Funding							
Loans							
PWTF Loan	302,000			77,000	15,000	210,000	
TOTAL SOURCES	1,392,000			77,000	55,000	210,000	1,050,000



Water Department **W5**

Asbestos Water Main Replacement Program 17.13

DESCRIPTION Replace 4 inch and 6 inch asbestos water main on Morgan Drive from Roberts Drive to the north end of Morgan Drive, east to Union and then south 350 feet to the existing ductile iron pipe. 1600 feet.

BACKGROUND This project will improve fire flows to the Morganville area and replace substandard pipe that is nearing its useful performance life. An income survey will be required to determine eligibility for Community Development Block Grant Funding.

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 PROJECT COSTS	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
Income survey/ CDBG application	8,000	5,000	3,000				
Preliminary Engineering	20,000			20,000			
Engineering, Design, Bid Docs	70,000			70,000			
Management / Administration	19,000			9,000	10,000		
Construction	380,000				380,000		
Contingency	38,000				38,000		
TOTAL COSTS	535,000	5,000	3,000	99,000	428,000		
REQUESTED FUNDING							
KC CDBG Grant	476,000			90,000	386,000		
REET or Grant Matching Funds	59,000	5,000	3,000	9,000	42,000		
TOTAL SOURCES	535,000	5,000	3,000	99,000	428,000		



Water Department **W6**

0.5 MG Water Reservoir Recoat

DESCRIPTION Repaint the 0.5 MG reservoir inside and out.

BACKGROUND The City drained and inspected the interior of the water tank in 2015. The interior coating has deteriorated to a point where total replacement is needed. If the developer were to move forward with development above this reservoir, it would be cheaper with lower operational cost to rebuild the storage capacity up above with the new reservoir that will be needed at a higher elevation. However the lower reservoir would need to last until the higher one is built.

COMMENTS This project has been deferred to 2019. In 2018 The City will reassess the tank condition, and the development schedule and make a decision to defer the project for a few more years or move forward and paint the tank and preserve it. If the City makes a decision to move forward the staff should seek PWTF loan if available.

CAPITAL PROJECT COSTS	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
Design Engineering & Bid Docs	20,000		20,000				
Specialty Inspection	10,000			10,000			
Tank Painting	180,000			180,000			
Project Management	5,000			5,000			
TOTAL COSTS	215,000		20,000	195,000			
REQUESTED FUNDING							
PWTF Loan or other	215,000		20,000	195,000			
TOTAL SOURCES	215,000		20,000	195,000			



Water Department

W7

Fire Flow Loop - North Commercial Area

13.08

DESCRIPTION

Replace 200 feet of 4 inch asbestos concrete with 12 inch ductile iron water main across SR 169 at the power substation; Complete a 750 foot 12 inch ductile iron water main loop from Cedar Brook Mobile Home Park to the 6 inch asbestos water main behind Boots Tavern. Replace 1200 feet of 8 inch asbestos water main on the west side of SR 169 from Ravensdale Road north to the existing 12 inch ductile iron water main. 2150 feet of 12 inch water in total.

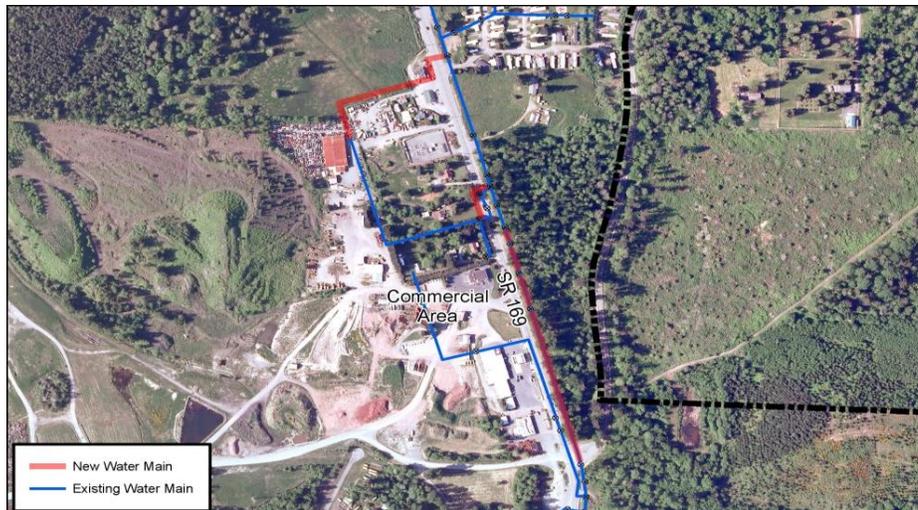
BACKGROUND

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, if required through SEPA. This project can easily be phased if funding is short.

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. If OakPointe commercial development in the North Triangle moves forward, the water line looping required for that new development will provide an outside loop for this area and therefore lower the priority of the project. The pipe replacement issues however would remain.

CAPITAL PROJECT COSTS	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
Management / Administration	30,000				30,000		
Permitting, easements, legal	30,000				30,000		
Engineering	80,000				80,000		
Construction Costs	660,000					660,000	
TOTAL COSTS	800,000				140,000	660,000	
REQUESTED FUNDING							
Water Fund Reserves	400,000				70,000	330,000	
Developer Mitigation	400,000				70,000	330,000	
TOTAL SOURCES	800,000				140,000	660,000	



Sewer Department CAPITAL PROJECT SUMMARY

Summary By Project		Capital Plan 2017 - 2022					
Project Title	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
S1 Upgrade Utility Staff Facilities	59,000	59,000					
S2 Infiltration and Inflow Reduction	150,000	25,000	25,000	25,000	25,000	25,000	25,000
S3 Cedarbrook Sewer Main	330,000	35,000	295,000				
S4 Materials Handling Facility	360,000			10,000	350,000		
S5 Morganville Force Main Reroute	460,000					20,000	440,000
S6 Equipment Replacement	282,000	47,000	47,000	47,000	47,000	47,000	47,000
TOTAL ESTIMATED COSTS	1,641,000	166,000	367,000	82,000	422,000	92,000	512,000
Funding Sources							
PWTF Loan Funding							
S3 Cedarbrook Sewer Main	330,000	35,000	295,000				
S5 Morganville Force Main Reroute	440,000						440,000
Total PWTF Funding	770,000	35,000	295,000				440,000
Grants							
S4 Materials Handling Facility	300,000				300,000		
Total Grants	300,000				300,000		
Sewer Reserves							
S1 Upgrade Utility Staff Facilities	29,000	29,000					
S2 Infiltration and Inflow Reduction	150,000	25,000	25,000	25,000	25,000	25,000	25,000
S4 Materials Handling Facility	12,000			2,000	10,000		
S5 Morganville Force Main Reroute	20,000					20,000	
S6 Equipment Replacement	60,000	10,000	10,000	10,000	10,000	10,000	10,000
Total Sewer Reserves	271,000	64,000	35,000	37,000	45,000	55,000	35,000
Contributions from other Departments							
S1 Upgrade Utility Staff Facilities	30,000	30,000					
S4 Materials Handling Facility	48,000			8,000	40,000		
S6 Equipment Replacement	222,000	37,000	37,000	37,000	37,000	37,000	37,000
Total Contributions from Other Departments	300,000	67,000	37,000	45,000	77,000	37,000	37,000
TOTAL ESTIMATED FUNDING SOURCES	1,641,000	166,000	367,000	82,000	422,000	92,000	512,000
DEBT SERVICE							
S3 Cedarbrook Sewer Main	69,270		13,854	13,854	13,854	13,854	13,854
TOTAL DEBT SERVICE	69,270		13,854	13,854	13,854	13,854	13,854

Sewer Department

S1

Upgrade Facilities Staff Facility

DESCRIPTION

Provide locker room, boot / rain / safety gear room, shower and cleanup facility. Install security fencing around the facility with automated gates.

BACKGROUND

Staff has one small bathroom that is too small to change clothes, needs more room for gear storage, need a place to wash down when they get too muddy or contaminated from various materials in the course of their work. This project is being charged primarily to sewer as the need to shower and clean up is usually related to sewer work. The other major need is for fencing around the Public Works Facility for safety and security reasons.

CAPITAL PROJECT COSTS	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
In house design & permitting	1,000	1,000					
Remodel costs	14,000	14,000					
Fencing costs	39,000	39,000					
Management / Administration	5,000	5,000					
TOTAL COSTS	59,000	59,000					
REQUESTED FUNDING							
Water Department	10,000	10,000					
Street Department	10,000	10,000					
Stormwater Department	10,000	10,000					
Sewer Funds.	29,000	29,000					
TOTAL SOURCES	59,000	59,000					



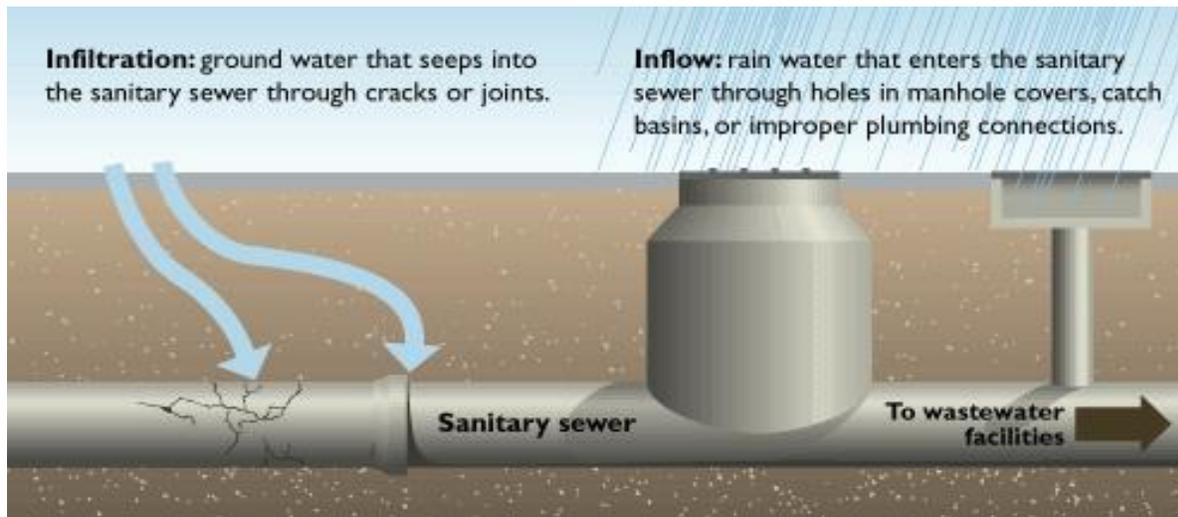
Sewer Department **S2**

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. The City will continue to monitor the expense and effectiveness of this program.

CAPITAL PROJECT COSTS	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
Management / Administration	30,000	5,000	5,000	5,000	5,000	5,000	5,000
Design & Construction	120,000	20,000	20,000	20,000	20,000	20,000	20,000
TOTAL COSTS	150,000	25,000	25,000	25,000	25,000	25,000	25,000
REQUESTED FUNDING							
Sewer Reserve	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



Sewer Department

S3

Cedarbrook Sewer Main

13.11

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 other section might be just 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	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
Prelim Engineering & Legal	30,000	30,000					
Design Engineering	50,000		50,000				
Construction Costs	235,000		235,000				
Management / Administration	15,000	5,000	10,000				
TOTAL COSTS	330,000	35,000	295,000				
REQUESTED FUNDING							
Public Works Trust Fund Loan	330,000	35,000	295,000				
TOTAL SOURCES	330,000	35,000	295,000				
PWTF Loan Repay							
Sewer Fund	69,270		13,854	13,854	13,854	13,854	13,854
Total Debt under Timeframe	69,270		13,854	13,854	13,854	13,854	13,854



Sewer Department

S4

Materials Handling Facility

13.13

DESCRIPTION

Construct a Materials Handling site for composting soil and organic material for re-use, storage of street waste for disposal, storage of woody debris and dewater vector material. The site will need sanitary sewer connection, a shed to keep contaminated materials out of the rain.

BACKGROUND

When the City sells the sewer lagoon back to Palmer Coking Coal as per the purchase and sale agreement, the City will need to either lease the site for a while longer but will need to look for a better long term solution for this need.

COMMENTS

Two other options are: 1) a joint facility with Covington, Maple Valley, King County and perhaps, WSDOT , 2) designing, permitting and constructing a facility between the gym and the public works buildings.

CAPITAL PROJECT COSTS	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
Study and interlocal coord	10,000			10,000			
Engineering and Environmental	20,000				20,000		
Property Purchase							
Construction Costs	330,000				330,000		
TOTAL COSTS	360,000			10,000	350,000		
REQUESTED FUNDING							
Sewer Funds	12,000			2,000	10,000		
Water Department	12,000			2,000	10,000		
Parks & Cemetery	12,000			2,000	10,000		
Street Department	12,000			2,000	10,000		
Stormwater Department	12,000			2,000	10,000		
Grant	300,000				300,000		
TOTAL SOURCES	360,000			10,000	350,000		



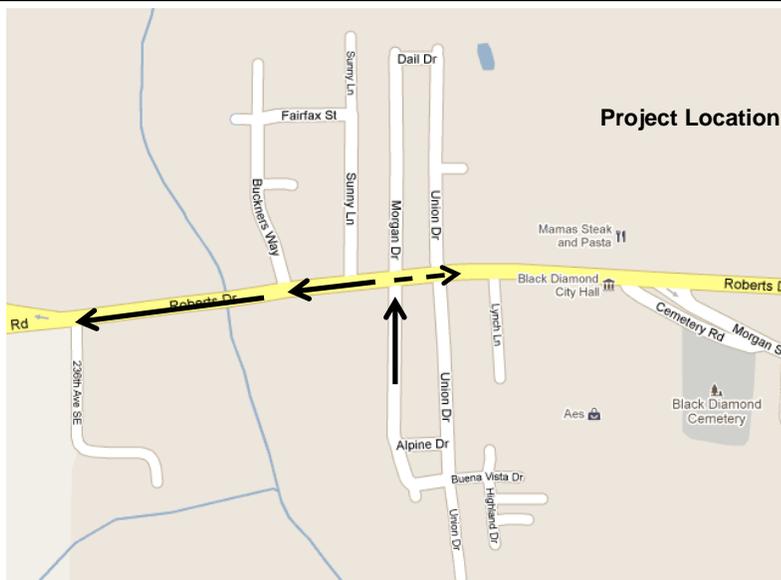
Sewer Department	S5
Morganville Force Main Reroute	13.12

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. The priority of this project will also be affected, if Infiltration and Inflow can be reduced further.

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	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
Preliminary Engineering	20,000					20,000	
Design Engineering	40,000						40,000
Construction Costs	380,000						380,000
Management / Administration	20,000						20,000
TOTAL COSTS	460,000					20,000	440,000
REQUESTED FUNDING							
Sewer Reserve	20,000					20,000	
PWTF Loan	440,000						440,000
TOTAL SOURCES	460,000					20,000	440,000
PWTF Loan Repay Begins in 2023							



Sewer Department

S6

Equipment Replacement Program

DESCRIPTION

Replace and purchase new equipment as needed for the City Public Works needs, with regular, fairly distributed, expenses to the various departments.

BACKGROUND

The current funding level which has been in place for about 10 years appears to be enough to meet the current needs of the department. No adjustment are currently being recommended.

CAPITAL PROJECT COSTS	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
Contribution to Equipment Fund	282,000	47,000	47,000	47,000	47,000	47,000	47,000
TOTAL COSTS	282,000	47,000	47,000	47,000	47,000	47,000	47,000
REQUESTED FUNDING							
Water Department	60,000	10,000	10,000	10,000	10,000	10,000	10,000
Sewer Department	60,000	10,000	10,000	10,000	10,000	10,000	10,000
Stormwater Department	60,000	10,000	10,000	10,000	10,000	10,000	10,000
Street Department	60,000	10,000	10,000	10,000	10,000	10,000	10,000
Parks/ Cemetery	42,000	7,000	7,000	7,000	7,000	7,000	7,000
TOTAL SOURCES	282,000	47,000	143,018	143,019	47,000	47,000	47,000

Public Works Equipment Replacement Plan	2017	2018	2019	2020	2021	2022
Replace John Deere Riding Mower	15,000					
Back Hoe Tune Up	10,000					
Replace Ferris zero turn Mower		12,000				
1/2 Ton Utility Truck 4X4		40,000				
Sewer Jet Rodder major maintenance		20,000				
1998 White Ford PU Truck Replace					50,000	
Cemetery Casket Lowering Device & Carport		5,000				
Mini Track Hoe			130,000			
2005 White Chevy 4X4 Replace				40,000		
Totals	\$ 25,000	\$ 77,000	\$ 130,000	\$ 40,000	\$ 50,000	\$ -



Stormwater Department CAPITAL PROJECT FUNDING SUMMARY

Summary by Project		Capital Plan 2017 - 2022					
Project Title	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
D1 Lawson Hills Storm Pond Sediment Removal	10,000	10,000					
D2 Replace Covington Creek Culverts	637,000	22,000	615,000				
D3 N. Commercial St 169 Stormwater Improvements	910,000	25,000	885,000				
D4 Ginder Creek Headwall	90,000			40,000	50,000		
D5 Lawson Hills Stormwater Pond Improvement	140,000						140,000
D6 Replace Diamond Glen Storm Pond	80,000						80,000
TOTAL ESTIMATED EXPENDITURES	1,867,000	57,000	1,500,000	40,000	50,000		220,000
Funding Sources							
Grants							
D2 Replace Covington Creek Culverts	637,000	22,000	615,000				
D3 N. Commercial St 169 Stormwater Improvements	850,000		850,000				
D4 Ginder Creek Headwall	45,000			20,000	25,000		
Total Grants	1,532,000	22,000	1,465,000	20,000	25,000		
Stormwater Funding							
D1 Lawson Hills Storm Pond Sediment Removal	10,000	10,000					
D5 Lawson Hills Stormwater Pond Improvement	140,000						140,000
Total Stormwater Funding	150,000	10,000					140,000
Sale of Land (Stormwater Funds)							
D6 Replace Diamond Glen Storm Pond	80,000						80,000
Total Sale of Land	80,000						80,000
Real Estate Excise Tax 2							
D3 N. Commercial St 169 Stormwater Improvements	60,000	25,000	35,000				
Total REET 2 Funding	60,000	25,000	35,000				
Grant Matching							
D4 Ginder Creek Headwall	45,000			20,000	25,000		
Total Grant Matching	45,000			20,000	25,000		
TOTAL ESTIMATED FUNDING SOURCES	1,867,000	57,000	1,500,000	40,000	50,000		220,000

Stormwater Department

D1

Lawson Hills Estates Storm Pond

15.01

DESCRIPTION

Reduce the scope of this project from constructing a maintenance access road to bringing in special equipment to remove the sediment and re-establish the treatment flow regime.

BACKGROUND

In preliminary design and project planning, the City considered the cost and benefit of constructing a maintenance access as compared to bringing in an excavator to remove the sediment from the bottom of the pond and re-establishing the effectiveness of the storm pond. Given that the frequency of removing sediment is expected to be on the order of 20 years, this simplified approach is more cost effective.

CAPITAL PROJECT COSTS	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
Construction	10,000	10,000					
TOTAL COSTS	10,000	10,000					
REQUESTED FUNDING							
Stormwater Funds	10,000	10,000					
TOTAL SOURCES	10,000	10,000					



Stormwater Department

D2

Replace Covington Creek Culverts

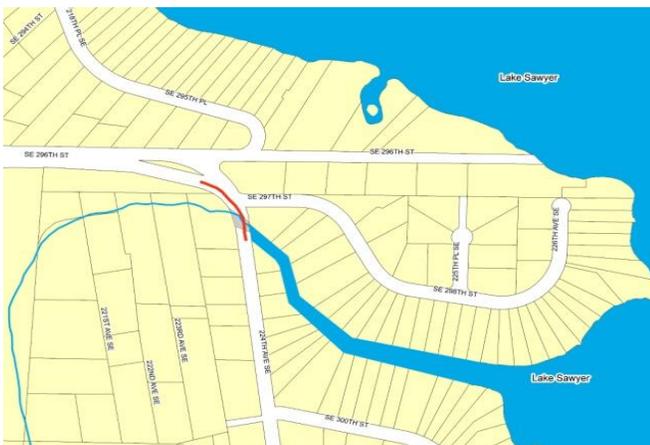
13.14

DESCRIPTION Replace the three 5 foot diameter culverts with an open bottom concrete box culvert.

BACKGROUND The summer 2012 inspections found the culverts are nearing the end of their useful life and have serious corrosion and pitting in the lower third of the culverts and a few areas where corrosion has opened holes in the culvert. The three culverts divide the small summer flow leaving only a small amount of water for fish passage.

COMMENTS Grant Funding has been obtained from the King County Flood Control District for the design phase. The City will continue to seek grant funding for the construction and completion of the project.

CAPITAL PROJECT COSTS	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
Design Engineering	12,000	12,000					
Construction	545,000		545,000				
Management / Administration	80,000	10,000	70,000				
TOTAL COSTS	637,000	22,000	615,000				
REQUESTED FUNDING							
Grant Funding	637,000	22,000	615,000				
TOTAL SOURCES	637,000	22,000	615,000				



Stormwater Department

D3

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 wet pond or vault for pre-treatment followed by constructed wetlands to dispersion trenches for discharge to upland above Ginder Creek.

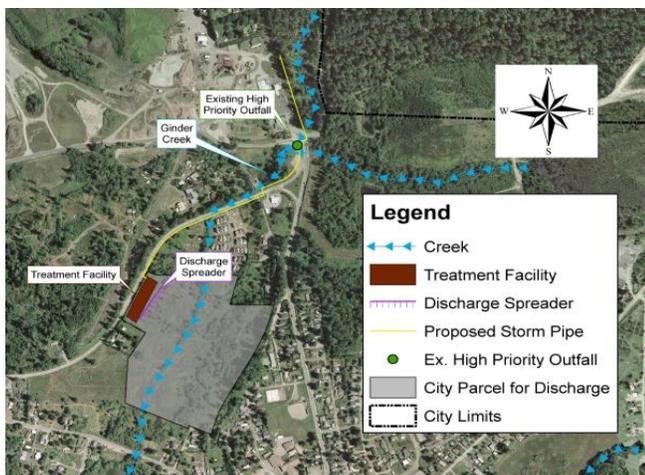
BACKGROUND

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 for the design of 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.

CAPITAL PROJECT COSTS	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
Final Engineering Prepare Bid Docs	20,000	20,000					
Construction	850,000		850,000				
Management / Administration	40,000	5,000	35,000				
TOTAL COSTS	910,000	25,000	885,000				
REQUESTED FUNDING							
Opportunity funds BD set aside	60,000	25,000	35,000				
Grant Funding	850,000		850,000				
TOTAL SOURCES	910,000	25,000	885,000				



Stormwater Department **D4**

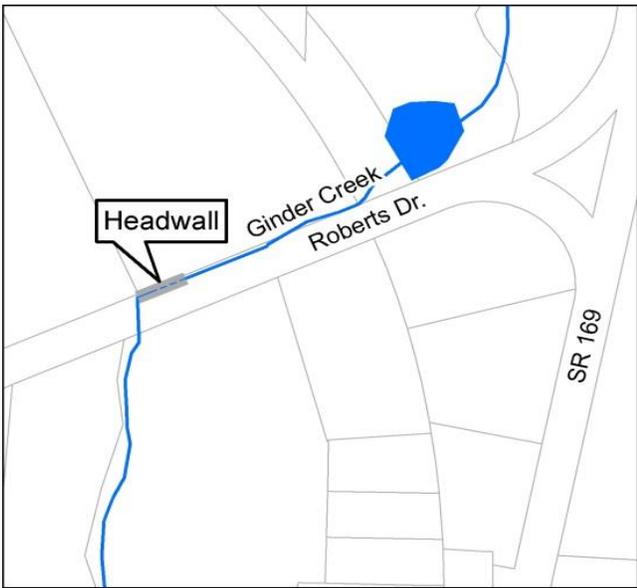
Ginder Creek Headwall 14.16

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. This project may get rolled into a larger street reconstruction project if street grants are obtained for this road segment.

CAPITAL PROJECT COSTS	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
Preliminary Engineer/Permitting	25,000			25,000			
Design Engineering	10,000			10,000			
Construction	45,000				45,000		
Management / Administration	10,000			5,000	5,000		
TOTAL COSTS	90,000			40,000	50,000		
REQUESTED FUNDING							
Grant	45,000			20,000	25,000		
Grant Matching	45,000			20,000	25,000		
TOTAL SOURCES	90,000			40,000	50,000		



Stormwater Department

D5

Lawson Hills Stormwater Ponds

DESCRIPTION

Reconstruct the two stormwater ponds in Lawson Hills estates to eliminate the conflicts of stormwater treatment and detention from the recreational use.

BACKGROUND

The original intent of these storm ponds was to provide joint use for homeowner association provided recreation facilities and City provided stormwater detention and treatment facilities. The configuration hasn't worked very well for stormwater or for recreation. The City would like to work with the Homeowners association to put the stormwater facilities underground so that the surface of the lots will be well drained and available for year around recreation and open space for the neighborhood.

COMMENTS

This project would make the stormwater system and the surface park easier to maintain for both agencies.

CAPITAL PROJECT COSTS	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
In House Design/ Mgmt	15,000						15,000
Construction	120,000						120,000
Management / Administration	5,000						5,000
TOTAL COSTS	140,000						140,000
REQUESTED FUNDING							
Stormwater Funds	140,000						140,000
TOTAL SOURCES	140,000						140,000



Stormwater Department

D6

Replace Diamond Glen Storm Pond

DESCRIPTION

If the new regional stormwater facility is constructed for the North Villages Commercial area, divert stormwater from the Diamond Glen local stormwater pond to the regional stormwater facility.

BACKGROUND

Many small stormwater facilities increase the City maintenance costs. Providing a commensurate amount of storage and treatment in the larger regional stormwater pond to the west would allow the land to be reclaimed for a residential lot, improve the neighborhood and lower maintenance costs.

COMMENTS

Legal and planning issues must be addressed before the City property can be sold.

CAPITAL PROJECT COSTS	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
Pay for offsite pond capacity	15,000						15,000
Design and Bid	10,000						10,000
Construction	20,000						20,000
Management / Administration	5,000						5,000
Return funds to Operations	30,000						30,000
TOTAL COSTS	80,000						80,000
REQUESTED FUNDING							
Sale of Lot	80,000						80,000
TOTAL SOURCES	80,000						80,000

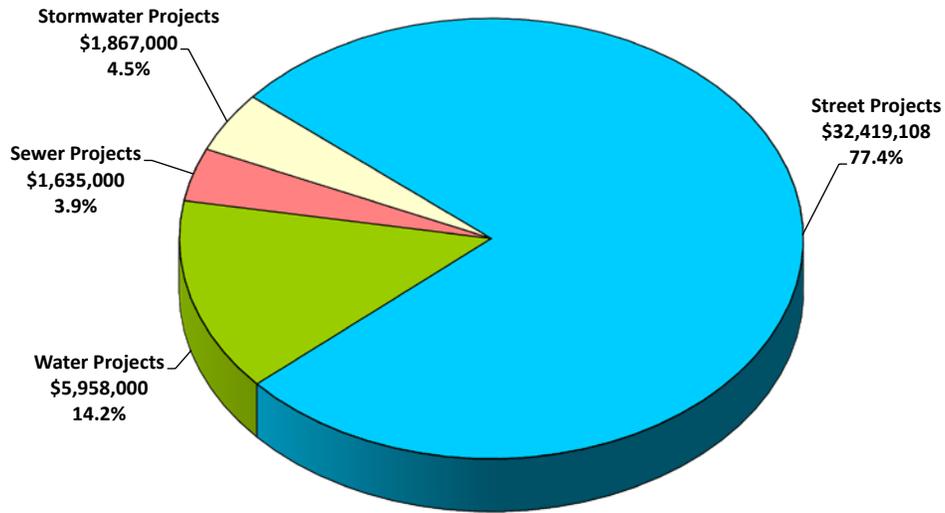


REET 2 ANALYSIS SUMMARY (Fund 320)							
Capital Improvement Plan 2017 - 2022							
REET 2 - REVENUE		Capital Improvement Plan 2017 - 2022					
	Total \$ Project	2017	2018	2019	2020	2021	2022
Beg Fund Balance 321	180,741	131,000	48,034	34,334	51,709	142,584	331,147
REET Revenue (annual)							
1/4 of 1% REET - Existing Property	631,138	71,775	87,300	103,125	115,500	123,438	130,000
1/4 of 1% REET - Other new homes	570,000	41,250	67,500	93,750	144,375	148,125	75,000
Subtotal REET 2 Revenue	1,201,138	113,025	154,800	196,875	259,875	271,563	205,000
TOTAL Avail. Balance for Public Works Projects	1,381,879	244,025	202,834	231,209	311,584	414,147	536,147
REET 2 - PROJECT EXPENDITURES		Capital Improvement Plan 2017 - 2022					
	Total \$ Project	2017	2018	2019	2020	2021	2022
Street Projects							
T1 General Street Improvement	180,000	30,000	30,000	30,000	30,000	30,000	30,000
T2 Roberts Drive Road Improvements	25,991	25,991					
T5 224th Guardrail at Covington Creek	25,000		25,000				
T6 224th Ave SE Asphalt Overlay	45,000	45,000					
T8 Roberts Drive Rehabilitation Phase 2	25,500		25,500				
T9 232nd Ave Chip Seal	10,000	10,000					
T10 Downtown Public Parking	37,000			25,000	12,000		
T11 216th Ave SE Overlay	27,000			27,000			
T13 Lawson Street Phase 1	16,500			16,500			
T14 Grant Matching	240,000	40,000	40,000	40,000	40,000	40,000	40,000
T16 Pedestrian and Bicycle Study	3,000					3,000	
Water							
W5 Asbestos Water Main Replacement Prgm	59,000	5,000	3,000	9,000	42,000		
Sewer							
S1 Upgrade Utility Staff Facilities	5,000	5,000					
S4 Material Handling Facility - Street	12,000			2,000	10,000		
S6 Equipment Replacement - Street	60,000	10,000	10,000	10,000	10,000	10,000	10,000
Stormwater							
D3 N. Commercial St 169 Stormwater Improvements	60,000	25,000	35,000				
D4 Fire Flow Loop - North Commercial Area	45,000			20,000	25,000		
Total REET 2 Projects	875,991	195,991	168,500	179,500	169,000	83,000	80,000
REET 2 left for next year (Ending Balance)	505,888	48,034	34,334	51,709	142,584	331,147	456,147
REET based on Houses sold		2017	2018	2019	2020	2021	2022
Existing Property Sales (in 000's)		87 @\$330	97 @\$360	110 @\$375	120 @\$385	125 @\$395	130 @\$400
Other new home sales (in 000's)		50 @\$330	75 @\$360	100 @\$375	150 @\$385	150 @\$395	75 @\$400

Public Works Fund Summary
Capital Improvement Plan 2017 - 2022

Funds	Total \$ Project 2017 - 2022	2017	2018	2019	2020	2021	2022
Street Projects	32,419,108	7,528,108	3,851,000	3,810,000	6,660,000	9,100,000	1,470,000
Water Projects	5,958,000	530,000	2,514,000	371,000	623,000	870,000	1,050,000
Sewer Projects	1,635,000	160,000	367,000	82,000	422,000	92,000	512,000
Stormwater Projects	1,867,000	57,000	1,500,000	40,000	50,000	-	220,000
TOTAL Projected Expenditures	\$ 41,879,108	\$8,275,108	\$8,232,000	\$4,303,000	\$7,755,000	\$10,062,000	\$3,252,000

Public Works CIP by Fund
Total: \$41,879,108

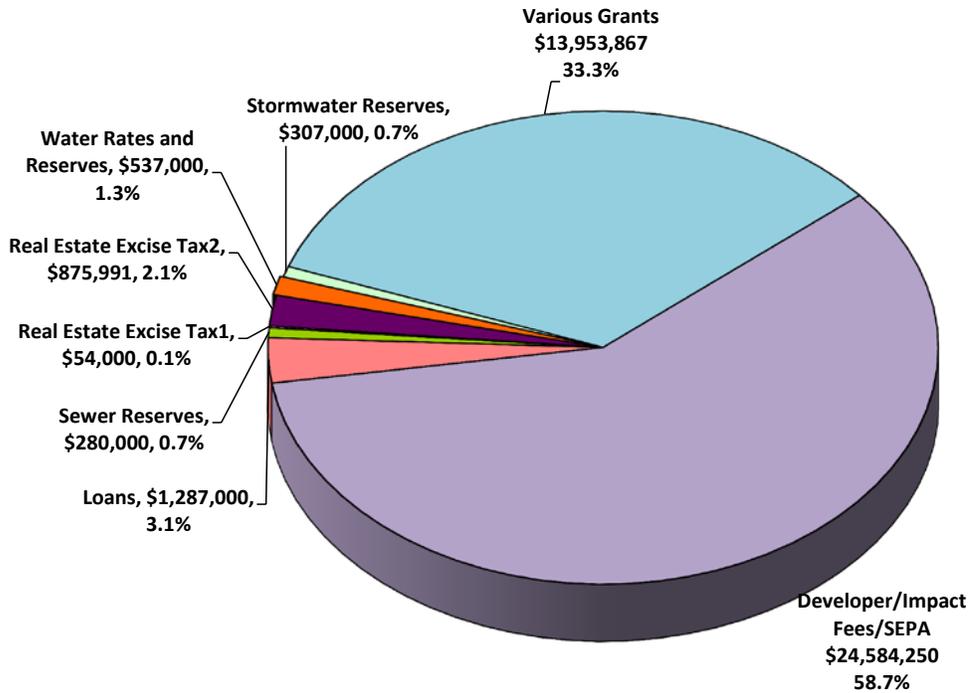


CIP Public Works Revenue Summary

Capital Improvement Plan 2017 - 2022

REQUESTED FUNDING	Total \$ Project 2017 - 2022	2017	2018	2019	2020	2021	2022
Various Grants	13,953,867	1,446,867	1,664,500	1,701,500	4,064,000	4,027,000	1,050,000
Developer/Impact Fees/SEPA	24,584,250	6,417,250	6,022,000	2,080,000	3,335,000	5,330,000	1,400,000
Loans	1,287,000	35,000	315,000	272,000	15,000	210,000	440,000
Sewer Reserves	280,000	73,000	35,000	37,000	45,000	55,000	35,000
Real Estate Excise Tax 1	54,000	7,000	7,000	9,000	17,000	7,000	7,000
Real Estate Excise Tax 2	875,991	195,991	168,500	179,500	169,000	83,000	80,000
Water Rates and Reserves	537,000	75,000	10,000	12,000	90,000	340,000	10,000
Stormwater Reserves	307,000	25,000	10,000	12,000	20,000	10,000	230,000
TOTAL SOURCES	\$41,879,108	\$8,275,108	\$8,232,000	\$4,303,000	\$7,755,000	\$10,062,000	\$3,252,000

Public Works CIP by Type of Funding Total: \$41,879,108



Parks Department CAPITAL PROJECT SUMMARY

Summary by Project							
Capital Plan 2017 - 2022							
Project Title	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
P1 Ginder Creek Trail and Site	445,000		62,000		45,000	338,000	
P2 Grant Matching Funds	25,000	2,500	2,500	5,000	5,000	5,000	5,000
P3 Park Plan Update	80,000		40,000	40,000			
P4 Pond to Parks Improvement	11,000				11,000		
P5 Boat Launch Park Shoreline Stabilization	300,000				30,000		270,000
P6 New Cemetery Niche Wall	20,000		20,000				
P7 Rehabilitate E. Ginder Creek Property	55,000	35,000					20,000
TOTAL ESTIMATED COST	936,000	37,500	124,500	45,000	91,000	343,000	295,000
Funding Sources							
King County Parks Property Tax Levy Funds							
P1 Ginder Creek Trail and Site	201,000		32,000			169,000	
Total King County Parks Levy Fund	201,000		32,000			169,000	
King County Conservation District Grant							
P1 Ginder Creek Trail and Site	214,000				45,000	169,000	
P3 Park Plan Update	40,000		20,000	20,000			
P4 Pond to Parks Improvement	11,000				11,000		
Total KCD Grant	265,000		20,000	20,000	56,000	169,000	
WA Recreation and Conservation Grants							
P5 Boat Launch Park Shoreline Stabilization	150,000						150,000
Total RCO Grants	150,000						150,000
Conservation Futures							
P1 Ginder Creek Trail and Site	30,000		30,000				
Total Conservation Futures	30,000		30,000				
Real Estate Excise Tax 1							
P2 Grant Matching Funds	25,000	2,500	2,500	5,000	5,000	5,000	5,000
P3 Park Plan Update	40,000		20,000	20,000			
P5 Boat Launch Park Shoreline Stabilization	150,000				30,000		120,000
P6 New Cemetery Niche Wall	20,000		20,000				
P7 Rehabilitate E. Ginder Creek Property	40,000	20,000					20,000
Total REET 1 Funding	275,000	22,500	42,500	25,000	35,000	5,000	145,000
Sewer Funds							
P7 Rehabilitate E. Ginder Creek Property	10,000	10,000					
Total Sewer Fund Funding	10,000	10,000					
Street Funds							
P7 Rehabilitate E. Ginder Creek Property	5,000	5,000					
Total Street Fund Funding	5,000	5,000					
TOTAL ESTIMATED FUNDING SOURCES	936,000	37,500	124,500	45,000	91,000	343,000	295,000

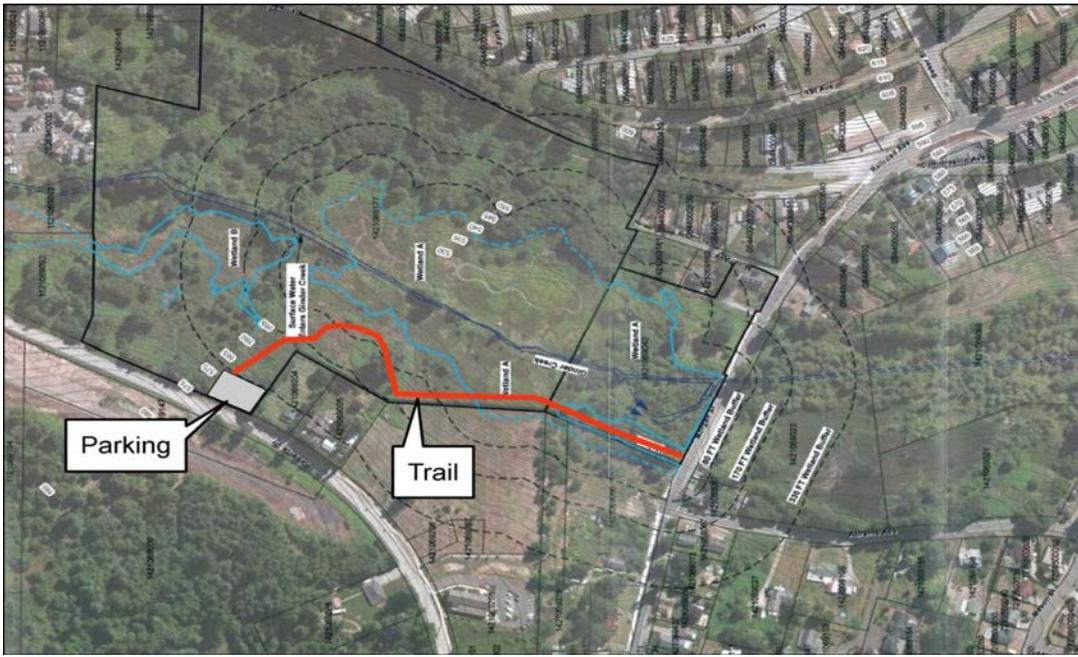
Parks Department **P1**

Ginder Creek Trail and Site Restoration

DESCRIPTION Design and Construct a 1540 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 Parks Department towards trail development 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, Evergreen Blackberry, and Scotch Broom. This trail will provide a north/south link from Roberts Drive to Morgan Street and provide the public the enjoyment of the natural area along Ginder Creek.

CAPITAL PROJECT COSTS	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
Property Acquisition	60,000		60,000				
Design and Permitting	40,000				40,000		
Construction Costs	310,000					310,000	
Project Mgmt & Construction Inspect.	30,000		1,000		4,000	25,000	
Project Administration	5,000		1,000		1,000	3,000	
TOTAL COSTS	445,000		62,000		45,000	338,000	
REQUESTED FUNDING							
King County Tax Levy Funds	201,000		32,000			169,000	
Rec Conserv. Office Grant (RCO)	214,000				45,000	169,000	
Conservation Futures	30,000		30,000				
TOTAL SOURCES	445,000		62,000		45,000	338,000	



Parks Department

P2

Grant Matching Funds

DESCRIPTION

Funds earmarked for matching grant resources to be utilized in the design and construction of Parks and Natural Resource projects.

CAPITAL PROJECT COSTS	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
COMMENTS							
Transfer Reserves	25,000	2,500	2,500	5,000	5,000	5,000	5,000
TOTAL COSTS	25,000	2,500	2,500	5,000	5,000	5,000	5,000
REQUESTED FUNDING							
Real Estate Excise Tax 1	25,000	2,500	2,500	5,000	5,000	5,000	5,000
TOTAL SOURCES	25,000	2,500	2,500	5,000	5,000	5,000	5,000

Parks Department

P3

Park Plan Update

DESCRIPTION

The City's Park Plan has expired. An update of the City's Comprehensive Parks, Recreation and Open Space Plan is needed for state grant eligibility towards trails, open space and park's infrastructure.

BACKGROUND

The last Parks Plan was developed by staff in late 2008. The Recreation and Conservation Office approved the plan and the City used the Parks Plan to support several grant applications and improvements throughout the City. Once the staffing level improves this Parks Planning update can be kicked off. It is expected that the City will need consultant assistance for about 50% of the park planning effort.

CAPITAL PROJECT COSTS	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
Consulting Services	40,000		20,000	20,000			
City In-house Services	40,000		20,000	20,000			
TOTAL COSTS	80,000		40,000	40,000			
REQUESTED FUNDING							
Real Estate Excise Tax 1	40,000		20,000	20,000			
Recreation Conser. Office Grant (RCO)	40,000		20,000	20,000			
TOTAL SOURCES	80,000		40,000	40,000			

Parks Department

P4

Pond to Park 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. The area and slopes will be seeded to a nice lawn and the fence removed 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. The 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.

CAPITAL PROJECT COSTS	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
In house Planning & Design	3,000				3,000		
Construction Costs	8,000				8,000		
TOTAL COSTS	11,000				11,000		
REQUESTED FUNDING							
Stormwater Grant or Other	11,000				11,000		
TOTAL SOURCES	11,000				11,000		

Entrance to the Eagle Creek Pond



Parks Department

P5

Boat Launch Park Shoreline Stabilization

DESCRIPTION

Using boulder and plantings reinforce the shoreline to stop the bank erosion and protect the old growth trees along the shoreline.

BACKGROUND

The City many years ago stabilized the bank with wood retaining walls, rebar and logs. The logs bounced along the shore and only partially protected the bank. The logs were a maintenance problem and periodically broke loose causing a hazard on the lake. The wood retaining wall has deteriorated significantly. The rebar has been an ongoing maintenance problem and hazard.

COMMENTS

Once the Park Plan has been accepted by the Recreation Conservation Office this project will be eligible for state grant funding.

CAPITAL PROJECT COSTS	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
Engineering and Permitting	30,000				30,000		
Construction	260,000						260,000
Project Administration/Mgmt	10,000						10,000
TOTAL COSTS	300,000				30,000		270,000
REQUESTED FUNDING							
Real Estate Excise Tax 1	150,000				30,000		120,000
RCO Grant	150,000						150,000
TOTAL SOURCES	300,000				30,000		270,000

Shoreline Erosion



Exposed Roots



Rotten Wall



Leaning Tree



Cemetery **P6**

New Niche Wall

DESCRIPTION Install a niche wall for cremation remains in the cemetery 5 ft. high by about 24 feet long.

BACKGROUND The existing niche wall is nearly all sold out. Many people do not want to purchase an entire plot within the cemetery and the niche would serve their needs. The niche wall preserves space within the cemetery. The price of the niches could be reassessed after the final expense of the project is known so that the City could recover their costs. The price of a niche right now is \$350 and the price of a plot is \$1500. The new wall would provide about 90 to 100 new niches.

COMMENTS The cemetery board reviewed and approved this project and recommended that the Council add this project to the City's Capital Improvement Plan

	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
CAPITAL PROJECT COSTS							
Niche Wall Purchase	10,000		10,000				
Niche Wall Installation	10,000		10,000				
TOTAL COSTS	20,000		20,000				
REQUESTED FUNDING							
Real Estate Excise Tax 1	20,000		20,000				
TOTAL SOURCES	20,000		20,000				



Parks Department **P7**

Rehabilitate East Ginder Creek Property

DESCRIPTION Remove cottonwood, maple, alder, blackberry, Nott weed, English Ivy along the east boundary of the property and revegetate with grass and Flowering cherry trees, maple, and dogwood. The initial effort will be to fall the trees, and deck the debris in a long pile to compost onsite and to spray invasive weeds and then seed the surrounding area back to grass. The trees should compost nicely within about 5 years. Once the limbs and tree trunks have decomposed, the organic matter will be spread and the area reseeded to lawn and trees planted.

BACKGROUND A major portion on the east side of the property has been overtaken by invasive weeds and invasive hazardous trees. The cottonwood trees have grown to a hazardous size and present a threat and hazard to the homes and backyards to the east as citizens walking on City open space.

COMMENTS This project is to fulfill the City's role in good stewardship of the public land.

CAPITAL PROJECT COSTS	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
Tree Felling and Decking	30,000	30,000					
Initial Weed Control	5,000	5,000					
Grading & Tree Planting	20,000						20,000
TOTAL COSTS	55,000	35,000					20,000
REQUESTED FUNDING							
Sewer Funding	10,000	10,000					
Street Funds	5,000	5,000					
Real Estate Excise Tax 1	40,000	20,000					20,000
TOTAL SOURCES	55,000	35,000					20,000



Fire Department CAPITAL PROJECT SUMMARY

Expenditures							
Capital Plan 2017 - 2022							
Project Title	Total \$ 2017-2022	2017	2018	2019	2020	2021	2022
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 New Fire Station & Equipment	3,215,000					125,000	3,090,000
TOTAL ESTIMATED COSTS	4,405,000		365,000		825,000	125,000	3,090,000
Funding Sources							
Loans to Finance Projects							
F1 Replace Primary Fire Engine 98	265,000		265,000				
Total Loans	265,000		265,000				
Funding From Growth or Bond Sales							
F2 Replace Reserve Engine	600,000				600,000		
F3 Replace Aid Car	225,000				225,000		
F4 New Fire Station and Equipment	3,215,000					125,000	3,090,000
Total from Growth or Bond Sales	4,040,000				825,000	125,000	3,090,000
Funding From Surplus Sales							
F1 Replace Primary Fire Engine 98	100,000		100,000				
Total Surplus Sales	100,000		100,000				
TOTAL ESTIMATED FUNDING SOURCES	4,405,000	-	365,000	-	825,000	125,000	3,090,000
State Loan Repayment - Debt Service							
REET 1							
F1 Replace Primary Fire Engine 98 (5%)	137,276			34,319	34,319	34,319	34,319
Total R1 Debt Service Payments	137,276			34,319	34,319	34,319	34,319

Fire Department

F1

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	Total \$ 2017-2022	2017	2018	2019	2020	2021	2022
Replace 2000 Primary Fire Engine	365,000		365,000				
TOTAL COSTS	365,000	-	365,000	-	-	-	-
REQUESTED FUNDING							
Loan Plan	265,000		265,000				
Surplus Equipment Sale	100,000		100,000				
TOTAL SOURCES	965,000	-	365,000	-	-	-	-
DEBT SERVICE							
REET 1 Debt Repay (10yr @5%)	137,276			34,319	34,319	34,319	34,319
TOTAL DEBT SERVICE	137,276	-	-	34,319	34,319	34,319	34,319



Fire Engine 98

Fire Department

F2

Replace Reserve Engine (1986)

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 REET 1 or bond sales revenue.

CAPITAL PROJECT COSTS	Total \$ 2017-2022	2017	2018	2019	2020	2021	2022
Replace 1986 Reserve Engine	600,000				600,000		
TOTAL COSTS	600,000	-	-	-	600,000	-	-
REQUESTED FUNDING							
Growth or Bond Sales	600,000				600,000		-
TOTAL SOURCES	600,000	-	-	-	600,000	-	-



Engine #981

Fire Department

F3

Replace Aid Car (1994)

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.

CAPITAL PROJECT COSTS	Total \$ 2017-2022	2017	2018	2019	2020	2021	2022
Replace 1994 Aid Car	225,000				225,000		
TOTAL COSTS	225,000			-	225,000		
REQUESTED FUNDING							
Funding From Growth or Bond Sales	225,000				225,000		
TOTAL SOURCES	225,000	-	-	-	225,000	-	-



Fire Department

F4

New Fire Station and Equipment

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

Financing for this project may be a 20 year bond issue at 5% interest. Payments of the debt if growth related, will be 83.73% developer responsibility of approximately \$213,190 (from fire impact fees), and the City portion at 16.27% of the total, with payments of \$41,426. This is per the Fire District Impact Fee Study, (IFS p.17). The City share of payments will need to come from REET 1, or from bond issue.

CAPITAL PROJECT COSTS	Total \$ 2017-2022	2017	2018	2019	2020	2021	2022
Preliminary Engineering	75,000					75,000	
Construction Engineering	70,000						70,000
Design Engineering	120,000					50,000	70,000
Construction Costs (bldg)	2,950,000						2,950,000
TOTAL COSTS	3,215,000					125,000	3,090,000
REQUESTED FUNDING							
Growth or Bond Sales	3,215,000					125,000	3,090,000
TOTAL SOURCES	3,215,000					125,000	3,090,000



New Fire Station 96

Police Department CAPITAL PROJECT SUMMARY

Expenditures		Capital Plan 2017 - 2022					
CAPITAL PROJECT COSTS	Total \$ Requested 2017-2022	2017	2018	2019	2020	2021	2022
L1 Police Technology	140,000	15,000	25,000	25,000	25,000	25,000	25,000
L2 Patrol Car Replacement	320,000	160,000		120,000			40,000
L3 Police Radio Equipment	18,640	9,320	9,320				
TOTAL ESTIMATED COSTS	478,640	184,320	34,320	145,000	25,000	25,000	65,000
Funding Sources							
L1* Real Estate Excise Tax 1	180,000	15,000	25,000	25,000	25,000	25,000	65,000
L2 Loan from Sewer Capital	280,000	160,000		120,000			
L3 Beginning Fund Balance	18,640	9,320	9,320				
TOTAL ESTIMATED FUNDING SOURCES	478,640	184,320	34,320	145,000	25,000	25,000	65,000
* Loan Repay - Patrol Cars - REET 1	235,267		32,480	32,480	56,769	56,769	56,769
TOTAL FUNDING FOR POLICE PROJECTS	713,907	184,320	66,800	177,480	81,769	81,769	121,769
* Total REET 1	415,267	15,000	57,480	57,480	81,769	81,769	121,769

Police Department

L1

Police Technology

DESCRIPTION

Variety of technology for Police including PC purchases, network upgrades for hard and software, printers and copiers.

COMMENTS

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

CAPITAL PROJECT COSTS	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
Laptops, PC's - Replacements	60,300	8,300	8,200	9,000	8,200	12,900	13,700
PC Software	10,050	1,500	1,650	1,650	1,650	1,750	1,850
Networking Hardware & Software	69,650	5,200	15,150	14,350	15,150	10,350	9,450
TOTAL COSTS	140,000	15,000	25,000	25,000	25,000	25,000	25,000
REQUESTED FUNDING							
Real Estate Excise Tax 1	140,000	15,000	25,000	25,000	25,000	25,000	25,000
TOTAL SOURCES	140,000	15,000	25,000	25,000	25,000	25,000	25,000



Technology Police

Yr	2015	2016	2017	2018	2019	2020	2021	2022
Total Workstations	12	13	13	14	14	14	15	16
(rugged laptops)	8	9	9	10	10	10	11	12
Phone Sys System								
PCs								
Purchase	\$1,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Replacement	\$800	\$0	\$800	\$800	\$800	\$800	\$0	\$1
Rugged Laptops	\$4,650	\$0	\$0	\$0	\$0	\$0	\$4,650	\$4,650
Replacement	\$4,100	\$0	\$6,560	\$7,380	\$7,380	\$8,200	\$8,200	\$9,020
PC Software								
Software Purchase	\$75	\$450	\$488	\$488	\$525	\$525	\$525	\$600
MS Office	\$250		\$3,250					
Software Upgrades	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250
Anti-virus/SPAM	\$50	\$660	\$715	\$715	\$770	\$770	\$770	\$880
Network								
Server purchases	\$5,000				\$5,000	\$4,000	\$4,000	\$2,000
Server Upgrades	\$4,000				\$5,000	\$5,000	\$4,000	\$3,000
NW/Security Devices	\$2,500		\$2,500	\$1,500	\$2,500	\$2,000	\$2,500	\$2,500
Network Software								
Operating Systems	\$1,500	\$1,500		\$1,500	\$1,000	\$1,500	\$2,500	\$1,000
Backup/WWW/other	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400
Other purchases								
Video/Audio	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200
Mobile Devices	\$800	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600
CIP Totals	\$5,060	\$16,763	\$14,833	\$25,425	\$25,245	\$24,945	\$25,189	\$25,102
Rounding	\$5,000	\$17,000	\$15,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000

Police Department

L2

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. This plan will allow for replacement roughly every 110,000 miles.

CAPITAL PROJECT COSTS	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
Capital Outlay	320,000	160,000		120,000			40,000
TOTAL COSTS	320,000	160,000		120,000			40,000
REQUESTED FUNDING							
REET 1	40,000						40,000
Internal Loan Program	280,000	160,000		120,000			
TOTAL SOURCES	320,000	160,000		120,000			40,000
Internal Loan Program							
At 1/2% for 5 years (REET1)	235,267		32,480	32,480	56,769	56,769	56,769



DRAFT City of Black Diamond Capital Improvement Program 2017 - 2022

Vehicle #	YEAR	MODEL	Years in Service	Yearly Mileage Est	2016	2017	2018	2019	2020	2021	2022
31	2012 K-9 Tahoe	Chev Tahoe	4	13,200	67,718	80,918	94,118	Replace	13,200	26,400	39,600
22	2007 Black	Dodge Charger	9	10,650	124,436	Replace	13,200	26,400	39,600	52,800	66,000
23	2007 Black	Dodge Charger	9	6,500	100,000	110,000	120,000	Replace	10,000	20,000	30,000
27	2009 Blk/White	Dodge Charger	7	12,750	120,633	Replace	13,200	26,400	39,600	52,800	66,000
28	2009 Blk/White	Dodge Charger	7	16,700	115,902	Replace	13,200	26,400	39,600	52,800	66,000
25	2008 Gray	Chev. Impala	8	19,000	45,500	53,000	60,500	68,000	75,500	83,000	Replace
26	2008 B/W	Chev. Impala	8	15,000	85,058	Replace	13,200	26,400	39,600	52,800	66,000
29	2011 B/W	Chev Tahoe	5	15,000	87,572	100,772	113,972	Replace	13,200	26,400	39,600

Pool Cars					2016	2017	2018	2019	2020	2021	2022
24	2008	Dodge Charger	6	4,000	70,798	74,798	78,798	82,798	86,798	90,798	94,798
21	2006 B/W	Ford Crown	10	5,000	69,804	74,804	79,804	84,804	89,804	94,804	99,804

Budgeted Miles	
Officers	13,200
Sergeants	13,200
Commander	10,000
Chief	7,500

Police Department

L3

Police Radio Replacement

DESCRIPTION

Portable Radio Replacements to replace 20 year old radios with the 750 MegaHertz update requirement. King County voters passed a radio replacement levy that may not be ready until 2019.

CAPITAL PROJECT COSTS	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
Portable Radio-Replacements	18,640	9,320	9,320				
TOTAL COSTS	18,640	9,320	9,320				
Total Units Replaced	4	2	2				
REQUESTED FUNDING							
Beginning Fund Balance	18,640	9,320	9,320				
TOTAL SOURCES	18,640	9,320	9,320				

General Government Projects CAPITAL PROJECT SUMMARY

Summary by Project		Capital Plan 2017 - 2022					
Project Title	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
G1 City Technology Upgrades	160,000	35,000	25,000	25,000	25,000	25,000	25,000
G2 General Facility Improvements	55,000	5,000	5,000	30,000	5,000	5,000	5,000
G3 Replace Pool, Facilities & Code Truck	74,000		20,000	25,000		29,000	
G4 Comprehensive Plan Update	35,000	35,000					
G5 Gym / Wayfinding Signs	17,000	17,000					
TOTAL ESTIMATED COSTS	341,000	92,000	50,000	80,000	30,000	59,000	30,000
Funding Sources							
Real Estate Excise Tax 1							
G1 City Technology Upgrades	160,000	35,000	25,000	25,000	25,000	25,000	25,000
G2 General Facility Improvements	55,000	5,000	5,000	30,000	5,000	5,000	5,000
G3 Replace Pool, Facilities & Code Truck	64,000		20,000	15,000		29,000	
G4 Comprehensive Plan Update	35,000	35,000					
G5 Gym / Wayfinding Signs	11,000	11,000					
Total REET 1	325,000	86,000	50,000	70,000	30,000	59,000	30,000
Grant Funding							
G5 Gym / Wayfinding Signs	6,000	6,000					
Total Grants	6,000	6,000					
Allocation from Utilities							
G3 Replace Pool, Facilities & Code Truck	10,000			10,000			
Total Allocation from Utilities	10,000			10,000			
TOTAL ESTIMATED FUNDING SOURCES	341,000	92,000	50,000	80,000	30,000	59,000	30,000

General Government

G1

City Technology - Capital (excludes Police Tech)

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 PROJECT COSTS	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
PC, Printers, Software	68,600	11,700	10,300	11,400	11,100	11,300	12,800
Network Hardware, Software, Audio & Recovery	75,700	15,100	14,700	6,100	13,900	13,700	12,200
New Phone System	15,700	8,200		7,500			
TOTAL COSTS	160,000	35,000	25,000	25,000	25,000	25,000	25,000
REQUESTED FUNDING							
Real Estate Excise Tax 1	160,000	35,000	25,000	25,000	25,000	25,000	25,000
TOTAL SOURCES	160,000	35,000	25,000	25,000	25,000	25,000	25,000

Technology City

		2015	2016	2017	2018	2019	2020	2021	2022
Total Workstations		25	25	25	25	25	25	25	25
p/user									
Expenditures									
Phone System				\$8,200					
PCs									
Purchase	\$1,250	\$2,715	\$957	\$0	\$0	\$1,250	\$1,250	\$2,500	\$2,500
Replacement	\$800	\$1,600	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$3,500	\$3,000
Printers/Mice/Access	\$100	\$625	\$1,000	\$625	\$625	\$625	\$625	\$625	\$625
Mobile Devices	\$400			\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
PC Software									
Software Purchase	\$150	\$938	\$938	\$938	\$938	\$938	\$938	\$938	\$938
MS Office	\$250			\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
Software Upgrades	\$100	\$1,000		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Anti-virus/SPAM	\$50	\$1,250		\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250
Network									
Server purchases	\$5,000		\$5,190	\$7,000	\$5,000	\$4,000	\$4,000	\$2,000	\$3,000
Server Upgrades	\$4,000		\$321	\$750	\$1,000	\$2,000	\$4,000	\$4,000	\$1,500
NW/Security Devices	\$2,500			\$2,500		\$1,500		\$1,500	\$2,500
Network Software									
Operating Systems	\$1,200	\$1,200		\$1,200	\$2,200	\$1,200	\$1,000	\$1,200	\$2,200
Backup/WWW/other	\$800	\$500	\$500	\$800	\$800	\$800	\$800	\$800	\$800
Other purchases									
Video/Audio	\$400	\$200	\$400	\$400	\$400	\$400	\$400	\$400	\$400
Disaster Recovery	\$1,500				\$1,500				
CIP		2015	2016	2017	2018	2019	2020	2021	2022
Totals		\$10,028	\$14,305	\$34,663	\$24,713	\$24,963	\$25,263	\$24,713	\$24,713
Rounded Total		\$10,000	\$14,000	\$35,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
General Fund Operating Budget									
PD Records Mgmt	\$12,662	\$12,662	\$12,662	\$12,662	\$12,662	\$12,662	\$12,662	\$12,662	\$12,662
Permit Trax	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
Vision Financial	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300
Maint/Operating		2015	2016	2017	2018	2019	2020	2021	2022
Rounded Total		\$27,000							

General Government

G2

General Government Facility Upgrades

DESCRIPTION

The Police Station is due for a new roof, and a contingency of \$5,000 is for general upgrades to City Facilities.

CAPITAL PROJECT COSTS	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
Replace Police Roof	25,000			25,000			
General Upgrades	30,000	5,000	5,000	5,000	5,000	5,000	5,000
TOTAL COSTS	55,000	5,000	5,000	30,000	5,000	5,000	5,000
REQUESTED FUNDING							
Real Estate Excise Tax 1	55,000	5,000	5,000	30,000	5,000	5,000	5,000
TOTAL SOURCES	55,000	5,000	5,000	30,000	5,000	5,000	5,000



General Government

G3

General Government Vehicle Replacement

DESCRIPTION

The Facilities truck is a 2002 Chevy with 150,000 miles. In the past three years, over \$10,000 of repair work was done and the brakes currently need to be replaced. The City Hall pool car is a 1998 Mercury Sable that is unreliable and employees are using their own cars rather than use it. The Community Development vehicle is a 2004 Ford Expedition and will need to be replaced by at least 2021.

CAPITAL PROJECT COSTS	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
2002 Facilities Truck Replace	25,000			25,000			
1998 City Hall Pool Car Replace	20,000		20,000				
2004 Com. Dev. Vehicle Replace	29,000					29,000	
TOTAL COSTS	74,000		20,000	25,000		29,000	
REQUESTED FUNDING							
PW Allocation	10,000			10,000			
Real Estate Excise Tax 1	64,000		20,000	15,000		29,000	
TOTAL SOURCES	74,000		20,000	25,000		29,000	

General Government

G4

Comprehensive Plan Completion

DESCRIPTION

The City began and Comp Plan Update in 2014 as required by the Growth Management Act (GMA). Subcontract work was done by BergerAban and they used DKS Associates as their consultant for the transportation element of the plan. DKS has already completed over 90% of the tasks in that scope of work. The final 10% of that plan is approximately \$35,000. The Comprehensive Plan update is behind the GMA schedule for adoption which is causing the City to be ineligible for grant funds. The plan needs to be completed to be in compliance with the Growth Management Act.

CAPITAL PROJECT COSTS	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
Comp Plan Update	35,000	35,000					
TOTAL COSTS	35,000	35,000					
REQUESTED FUNDING							
Real Estate Excise Tax 1	35,000	35,000					
TOTAL SOURCES	35,000	35,000					

General Government

G5

Gym / Way Finding Signs

DESCRIPTION

Signage is needed for the Gym, as well as for wayfinding in the City.

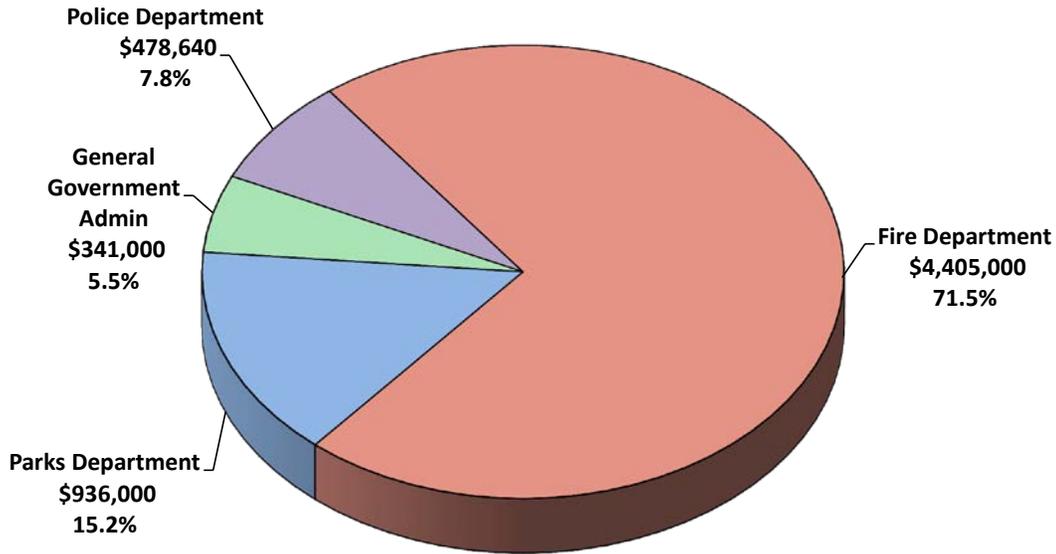
CAPITAL PROJECT COSTS	Total \$ 2017 -2022	2017	2018	2019	2020	2021	2022
Gym Sign and Installation	5,000	5,000					
Wayfinding Signs and Installation	12,000	12,000					
TOTAL COSTS	17,000	17,000					
REQUESTED FUNDING							
Seattle Port Alliance Grant	6,000	6,000					
Real Estate Excise Tax 1	11,000	11,000					
TOTAL SOURCES	17,000	17,000					

REET 1 ANALYSIS SUMMARY (Fund 310)							
Capital Improvement Plan 2017 - 2022							
REET 1 - REVENUE		Capital Improvement Plan 2017 - 2022					
	Total \$ Project 2017 - 2022	2017	2018	2019	2020	2021	2022
Beginning Fund Balance	187,770	152,258	141,783	146,603	156,679	235,466	326,941
REET Revenue (annual)							
1/4 of 1% REET - Existing Property	631,138	71,775	87,300	103,125	115,500	123,438	130,000
1/4 of 1% REET - Other new homes	570,000	41,250	67,500	93,750	144,375	148,125	75,000
Subtotal REET I Revenue	1,201,138	113,025	154,800	196,875	259,875	271,563	205,000
General Government	1,388,908	265,283	296,583	343,478	416,554	507,029	531,941
REET 1 - PROJECT EXPENDITURES		Capital Improvement Plan 2017 - 2022					
	Total \$ Project 2017 - 2022	2017	2018	2019	2020	2021	2022
General Government							
G1 City Technology Upgrades	160,000	35,000	25,000	25,000	25,000	25,000	25,000
G2 General Facility Improvements	55,000	5,000	5,000	30,000	5,000	5,000	5,000
G3 Replace Gen. Govt Vehicles	64,000		20,000	15,000		29,000	
G4 Comprehensive Plan Completion	35,000	35,000					
G5 Gym / Wayfinding Signs	11,000	11,000					
Subtotal General Government	325,000	86,000	50,000	70,000	30,000	59,000	30,000
Parks							
P2 Grant Matching Funds	25,000	2,500	2,500	5,000	5,000	5,000	5,000
P3 Park Plan Update	40,000		20,000	20,000			
P5 Boat Launch Shoreline Restoration	150,000				30,000		120,000
P6 New Niche Wall	20,000		20,000				
P7 Rehabilitate E. Ginder Creek Property	40,000	20,000					20,000
Subtotal Parks	275,000	22,500	42,500	25,000	35,000	5,000	145,000
Public Safety							
L1 Police Technology	140,000	15,000	25,000	25,000	25,000	25,000	25,000
L2 Patrol Car Replacement Plan	40,000						40,000
Total Public Safety	180,000	15,000	25,000	25,000	25,000	25,000	65,000
Total REET 1 Projects	780,000	123,500	117,500	120,000	90,000	89,000	240,000
REET 1 Debt Repayment for Fire Vehicles	137,276			34,319	34,319	34,319	34,319
REET 1 Debt Repayment for Police Cars	235,267		32,480	32,480	56,769	56,769	56,769
TOTAL REET 1	1,015,267	123,500	149,980	186,799	181,088	180,088	331,088
REET 1 left for next year (Ending Balance)	373,641	141,783	146,603	156,679	235,466	326,941	200,853
REET based on Houses sold		2017	2018	2019	2020	2021	2022
Existing Property Sales (in 000's)		87 @\$330	97 @\$360	110 @\$375	120 @\$385	125 @\$395	130 @\$400
Other new home sales (in 000's)		50 @\$330	75 @\$360	100 @\$375	150 @\$385	150 @\$395	75 @\$400

General Government Departments Summary Capital Improvement Plan 2017 - 2022

	Total \$ Project 2017 - 2022	2017	2018	2019	2020	2021	2022
Parks Department	936,000	37,500	124,500	45,000	91,000	343,000	295,000
Fire Department	4,405,000	-	365,000	-	825,000	125,000	3,090,000
Police Department	478,640	184,320	34,320	145,000	25,000	25,000	65,000
General Government - Admin	341,000	92,000	50,000	80,000	30,000	59,000	30,000
TOTAL Projected Expenditures	\$ 6,160,640	\$ 313,820	\$ 573,820	\$ 270,000	\$ 971,000	\$ 552,000	\$ 3,480,000

Total General Government CIP by Department



\$6,160,640

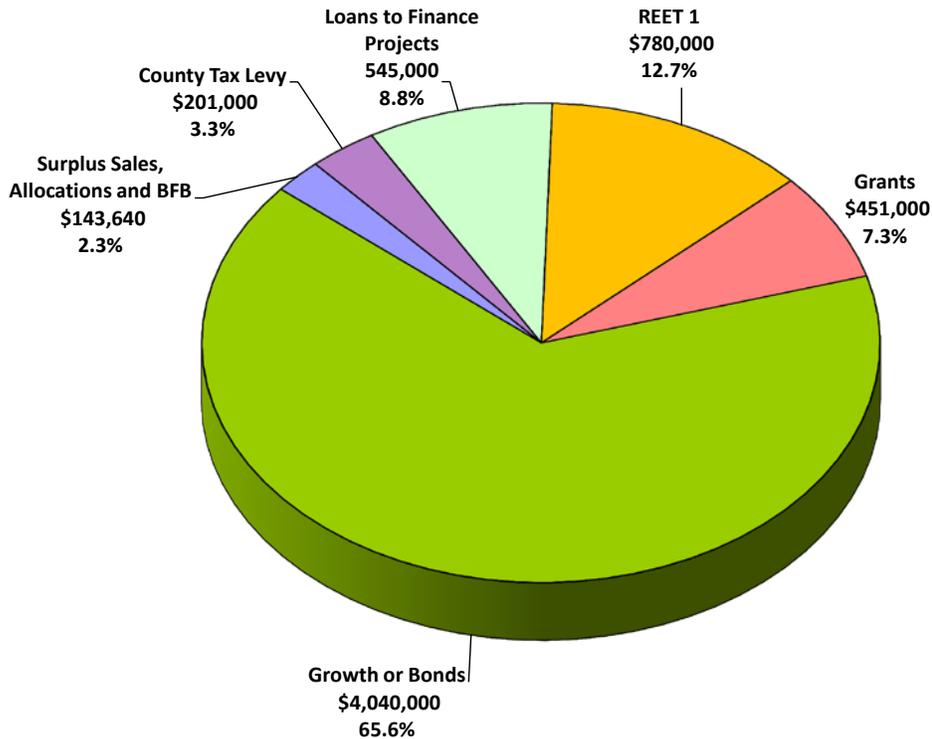
REET 1 Payments	Total 2017 - 2022	2017	2018	2019	2020	2021	2022
Repay Police Car Loan	235,267		32,480	32,480	56,769	56,769	56,769
Repay Fire Engine 98 Loan	137,276			34,319	34,319	34,319	34,319
Total	\$ 372,543	\$ -	\$ 32,480	\$ 66,799	\$ 91,088	\$ 91,088	\$ 91,088

General Government Departments Funding Summary

Capital Improvement Plan 2017 - 2022

REQUESTED FUNDING	Total \$ Project 2017 - 2022	2017	2018	2019	2020	2021	2022
REET 1 Funding	780,000	123,500	117,500	120,000	90,000	89,000	240,000
Loans to Finance Projects	545,000	160,000	265,000	120,000			
Funding from Growth or Bond Sales	4,040,000				825,000	125,000	3,090,000
County Tax Levy for Parks	201,000		32,000			169,000	
King County Conservation Funding	265,000		20,000	20,000	56,000	169,000	
Grants	156,000	6,000					150,000
Conservation Futures	30,000		30,000				
Total Grant Funding	451,000	6,000	466,518	20,000	56,000	169,000	150,000
Surplus Sales	100,000		100,000				
Allocation from Utilities	25,000	15,000		10,000			
Project Fund Balance Funding	18,640	9,320	9,320				
Total Surplus Sales, Allocation, and Fund Balance	143,640	24,320	109,320	10,000			
TOTAL REQUESTED FUNDING SOURCES	\$6,160,640	\$313,820	\$990,338	\$270,000	\$971,000	\$552,000	\$3,480,000

General Government CIP by Type of Funding Total: \$6,160,640

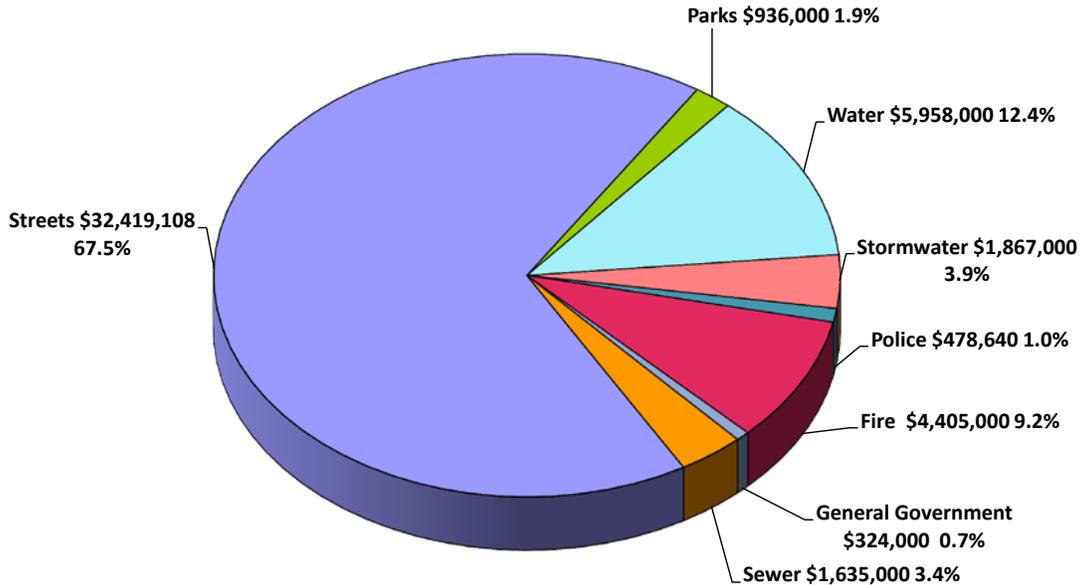


Capital Improvement Plan 2017 - 2022

Total Summary by Department

<i>CAPITAL PROJECTS</i>							
Departments	Total \$ Project 2017 - 2022	2017	2018	2019	2020	2021	2022
Street Department	32,419,108	7,528,108	3,851,000	3,810,000	6,660,000	9,100,000	1,470,000
Water Department	5,958,000	530,000	2,514,000	371,000	623,000	870,000	1,050,000
Sewer Department	1,635,000	160,000	367,000	82,000	422,000	92,000	512,000
Stormwater Department	1,867,000	57,000	1,500,000	40,000	50,000		220,000
Parks and Recreation	936,000	37,500	124,500	45,000	91,000	343,000	295,000
Police Department	478,640	184,320	34,320	145,000	25,000	25,000	65,000
Fire Department	4,405,000		365,000		825,000	125,000	3,090,000
City Administration	341,000	92,000	50,000	80,000	30,000	59,000	30,000
TOTAL Project COSTS	\$48,039,748	\$8,588,928	\$8,805,820	\$4,573,000	\$8,726,000	\$10,614,000	\$6,732,000

Total CIP: \$48,039,748





**DRAFT
CITY OF BLACK DIAMOND**

**2016 Schedule
2017 – 2022 Capital Improvement Plan (CIP)**

	Process	Internal Due Date	Workstudy	City Council Meetings
1	CIP Planning Meeting	Feb 23		
2	CIP Call letter & worksheet to affected departments (include goals, rules and timelines)	March 1		
3	Departments Update detailed requests and submit to Finance and City Administration	July 11 – July 29		
4	Finance combines revenue and all Department requests for review by Administration. Administration Reviews with Finance and Departments to requested Projects.	Aug 1 - 9		
5	Finance, Public Works, Administration meet with Mayor to review PW projects & revenue	Aug 10		
6	CIP Workstudy – Non Public Works		August 25	
7	CIP Workstudy – Public Works		Sept 8	
8	Public Hearing for 2017 – 2022 CIP	Aug 26 - in newspaper		Sept 15
9	Council adopts 2017 – 2022 CIP			Sept 15 or Oct 6

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: September 15, 2016	AB16-056
Resolution authorizing a grant agreement with the Department of Ecology for the 2015-2017 Stormwater Capacity Grant	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$25,000 revenue	Public Works – Seth Boettcher	X
Fund Source: Department of Ecology	Court – Stephanie Metcalf	
Timeline: Expires March 31, 2017		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution No. 16-xxx clean and redlined versions; Grant Agreement		
SUMMARY STATEMENT: This is being submitted for the council to reconsider accepting this grant as recommended by Councilmembers Edelman and Deady.		
STAFF WAS CONTACTED BY DOE, BY PHONE AND THEY RELAYED TO US THAT WE STILL HAVE AN OPPORTUNITY TO SIGN THE GRANT AGREEMENT THIS MONTH. THEY TOLD US THAT IF WE DO NOT ACCEPT THE GRANT, IN OCTOBER THE FUNDS WILL NO LONGER BE OFFERED!		
The purpose of this grant is to provide additional assistance to the City of Black Diamond with our Department of Ecology stormwater permit requirements.		
If signed, grant will expire March 31, 2017. The grant funds are proposed to be used as follows:		
Task 1 – Up to \$1500 for Project Administration/Management		
Task 2 – Review of City codes and incorporation of Low Impact Development provisions and adoption of the new DOE 2012 Stormwater Management Manual as required by the City’s stormwater discharge permit from the Department of Ecology.		
The staff will be accomplishing the above items whether or not the council accepts this money. If the money is not accepted this will be detrimental to the stormwater utility financially and will limit the staffs ability to protect the environment on stormwater program and operation issues.		
FISCAL NOTE (Finance Department): This \$25000 grant was expected in 2016 and is already included in the 2016 Budget.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 16-xxx** (*Clerk to assign number at adoption*), authorizing the Mayor to execute a grant agreement with the Department of Ecology for the 2015-2017 Stormwater Capacity Grant.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 4, 2016	Referred to Committee	
May 5, 2016	Motion to adopt	2-3 – Failed)
May 19, 2016	No quorum	
May 25, 2016	No quorum	
June 2, 2016	No quorum	
June 16, 2016	Motion to postpone to July 7 mtg – passed 3-2 (Deady, Edelman)	
July 7, 2016	Motion to adopt failed 2-3 (Morgan, Weber, Pepper)	
September 15, 2016		

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE DEPARTMENT OF ECOLOGY FOR THE 2015-2017 STORMWATER CAPACITY GRANT WITH REQUIREMENT TO INCLUDE UPDATES FOR LOW IMPACT DEVELOPMENT AS PART OF THE GRANT SPENDING

WHEREAS, the City of Black Diamond is required to meet Phase II NPDES Permit requirements; and

WHEREAS, the Department of Ecology has made funds available to municipalities required to meet Phase II NPDES Permit requirements in the form of the 2015-2017 Stormwater Capacity Grant; and

WHEREAS, the Phase II NPDES Permit Requirements for the City of Black Diamond require that the city adopt the 2012 Stormwater Management Manual for Western Washington or equivalent; and

WHEREAS, review of existing Black Diamond Municipal Code for potential conflicts with the requirements of the 2012 Stormwater manual is one of the activities identified as an important task by city staff; and

WHEREAS, education about the negative impacts of untreated or unmanaged stormwater as well as the benefits to people and nature of better stormwater management are identified by the City Council as important to the community;

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 grant agreement with the Department of Ecology for the 2015-2017 Stormwater Capacity Grant in the amount of \$25,000, attached hereto as Exhibit A, to meet Phase II NPDES Permit requirements with the following provisions:

- a. Grant fund spending shall include an update of applicable codes to comply with the requirements of the 2012 Stormwater Manual for Western Washington or equivalent; and

b. Grant fund spending shall also include public education and outreach activities including stewardship, with an emphasis on the benefits to people and to streams, lakes, and natural areas of better stormwater management.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS ____ DAY OF ____ _____, 2016.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE DEPARTMENT OF ECOLOGY FOR THE 2015-2017 STORMWATER CAPACITY GRANT WITH REQUIREMENT TO INCLUDE UPDATES FOR LOW IMPACT DEVELOPMENT AS PART OF THE GRANT SPENDING

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WHEREAS, the Phase II NPDES Permit Requirements for the City of Black Diamond require that the city adopt the 2012 Stormwater Management Manual for Western Washington or equivalent; and

WHEREAS, review of existing Black Diamond Municipal Code for potential conflicts with the requirements of the 2012 Stormwater manual is one of the activities identified as an important task by city staff; and

Comment [DL1]: Not sure if task is the right word, but it seemed to be missing a word here.

WHEREAS, education about the negative impacts of untreated or unmanaged stormwater as well as the benefits to people and nature of better stormwater management is-are identified by the City Council as important to the community;

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-the grant agreement with the Department of Ecology for the 2015-2017 Stormwater Capacity Grant in the amount of \$25,000, attached hereto as Exhibit A, to meet Phase II NPDES Permit requirements with the following provisions:

a. Section 2. Grant fund spending shall include an update of applicable codes to comply with the requirements of the 2012 Stormwater Manual for Western Washington or equivalent; and

b. ~~Section 3.~~ Grant fund spending shall also include public education and outreach activities including stewardship, with an emphasis on the benefits to people and to streams, lakes, and natural areas of better stormwater management.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS _____ DAY OF ____
_____, 2016.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



Agreement WQSWCAP-1517-BlaDia-00012

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

City of Black Diamond

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and City of Black Diamond, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2015-2017 Biennial Stormwater Capacity Grants
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2015
The Expiration Date of this Agreement is no later than	03/31/2017
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

RECIPIENT INFORMATION

Organization Name: City of Black Diamond

Federal Tax ID: 91-6016204
DUNS Number: 195690011

Mailing Address: PO Box 599
Black Diamond, WA, 98010

Physical Address: PO Box 599
24301 Roberts Drive
Organization Email: shanis@ci.blackdiamond.wa.us
Organization Fax: (360) 886-2592

Contacts

Project Manager	Scott Hanis Capital Project/Program Manager PO Box 599 24301 Roberts Drive Black Diamond, Washington, 98010 Email: shanis@ci.blackdiamond.wa.us Phone: (360) 886-5700
Billing Contact	Scott Hanis Capital Project/Program Manager PO Box 599 24301 Roberts Drive Black Diamond, Washington, 98010 Email: shanis@ci.blackdiamond.wa.us Phone: (360) 886-5700
Authorized Signatory	Scott Hanis Capital Project/Program Manager PO Box 599 24301 Roberts Drive Black Diamond, Washington, 98010 Email: shanis@ci.blackdiamond.wa.us Phone: (360) 886-5700

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive
Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke P.O. Box 47600 Olympia, Washington, 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452
Financial Manager	Kyle Graunke P.O. Box 47600 Olympia, Washington, 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

**Washington State
Department of Ecology**

City of Black Diamond

Program Manager _____ Date _____
Heather Bartlett
Water Quality

Scott Hanis _____ Date _____
Capital Project/Program Manager

Carol Benson

Mayor _____ Date _____

SCOPE OF WORK

Task Number: 1 **Task Cost: \$3,000.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Scott Hanis

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$47,000.00

Task Title: Project Administration/Management

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable.

RECIPIENT may conduct work related to implementation of additional activities required by the municipal stormwater NPDES permits. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping or geographic information systems of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review and/or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.
Monitoring, including:
 - a) Development of applicable QAPPs.
 - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than

general use (such as a general use pick-up truck). Qualified equipment purchases include but are not limited to:

- a) Illicit discharge testing equipment and materials.
- b) Vector truck or sweeper truck or MS4 maintenance activities.
- c) Electronic devices dedicated to mapping of MS4 facilities and attributes.
- d) Software dedicated to tracking permit implementation activities.

As a deliverable, documentation of all tasks completed is required. Documentation includes but is not limited to: maps, field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: Scott Hanis

Project Administration/Management

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

Agreement No: WQSWCAP-1517-BlaDia-00012
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name: City of Black Diamond

BUDGET

Funding Distribution EG160312

Funding Title: Capacity Grant FY16
 Funding Type: Grant Funding Expiration Date: 03/31/2017
 Funding Effective Date: 07/01/2015
 Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account
 Type: State
 CFDA:
 Assistance Agreement:
 Description: MTCA

Recipient Match %: 0
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Capacity Grant FY16	Task Total
Project Administration/Management	\$ 1,500.00
Permit Implementation	\$ 23,500.00

Total: \$ 25,000.00

Agreement No: WQSWCAP-1517-BlaDia-00012
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name: City of Black Diamond

BUDGET

Funding Distribution EG160313

Funding Title: Capacity Grant FY17
 Funding Type: Grant Funding Expiration Date: 03/31/2017
 Funding Effective Date: 07/01/2016
 Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account
 Type: State
 CFDA:
 Assistance Agreement:
 Description: MTCA

Recipient Match %: 0
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Capacity Grant FY17	Task Total
Project Administration/Management	\$ 1,500.00
Permit Implementation	\$ 23,500.00
Total:	\$ 25,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Capacity Grant FY16	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Capacity Grant FY17	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Total		\$ 0.00	\$ 50,000.00	\$ 50,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY’s ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Cultural and Historic Resources Protection Compliance with Environmental Laws and Regulations. The RECIPIENT shall:

1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.

2) The RECIPIENT shall comply with Ecology’s Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available by request by any party. An IDP must be immediately available and be implemented to address any discovery. The RECIPIENT will implement the procedures in the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives if human remains, cultural, or archeological resources are discovered in the course of construction. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State’s Department of Enterprise Services (DES) issues all payments. DES maintains a

central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process also allows The RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If The RECIPIENT have questions about the vendor registration process or setting up direct deposit payments contact DES at the Payee Help Desk at (360) 664-7779 or payeehelpdesk@des.wa.gov.

E. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3 for Section 319 funded projects or 7 for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement will be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF SFY15-17 CAPACITY GRANTS

ECOLOGY shall reimburse eligible project expenses following the schedule below.

Prior to July 1, 2016: Total reimbursements to the RECIPIENT for eligible project expenses are limited to a maximum \$25,000.

After July 1, 2016: If funding is available, ECOLOGY will provide written notification via email to the RECIPIENT project manager stating that ECOLOGY may reimburse additional eligible expenses up to the total project eligible cost of \$50,000. Eligible project expenses may be incurred at any time between July 1, 2015 and March 31, 2017. If additional funds are not available, total reimbursements for eligible project expenses will be limited to a maximum of \$25,000.

If the RECIPIENT fails to submit two or more consecutive quarterly reports via the EAGL grant management system, ECOLOGY may consider this failure to provide progress reports as non-performance and initiate actions to amend or terminate this agreement.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <<http://www.fsrs.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see www.fsrs.gov <<http://www.fsrs.gov>>.

GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.

- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods

or services.

- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
 - c. Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state

has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers

and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

GENERAL TERMS AND CONDITIONS LAST UPDATED 12/25/2015

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution regarding the Enumclaw School District's Traffic Mitigation Plan for the its replacement elementary school	Agenda Date: September 15, 2016	
	AB16-057	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Public Works – Seth Boettcher		
Court – Stephanie Metcalf		
Timeline:	Councilmember Pepper	X
Cost Impact (see also Fiscal Note): \$		
Fund Source: --		
Agenda Placement: <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Proposed Resolution		
SUMMARY STATEMENT: Councilmembers Pepper and Weber asked to place to this item on the agenda.		
FISCAL NOTE (Finance Department):		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
September 15, 2016		

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON REGARDING THE ENUMCLAW SCHOOL DISTRICT'S TRAFFIC MITIGATION PLAN FOR ITS REPLACEMENT ELEMENTARY SCHOOL

WHEREAS, The Enumclaw School District is in the process of designing, permitting and constructing a new larger elementary school in Black Diamond to replace the existing elementary school; and

WHEREAS, the Enumclaw School District's project is subject to permit review by the City of Black Diamond; and

WHEREAS, the review of building permits requires review under the City's concurrency ordinance; and

WHEREAS, the review of building permits is generally an administrative decision not subject to the City Council's legislative authority; and

WHEREAS, the determination of compliance with the City's concurrency ordinance is generally an administrative decision not subject to the City Council's legislative authority; and

WHEREAS, the City's concurrency ordinance requires the Director of Public Works to review and issue a Capacity Reservation Certificate if the project complies with the Black Diamond Municipal Code; and

WHEREAS, the Enumclaw School District has been acting as the lead agency under SEPA; and

WHEREAS, the Enumclaw School District's SEPA review has identified the need for a voluntary mitigation payment and that determination is subject to appeal but not subject to the City Council's legislative authority; and

WHEREAS, the acceptance of funds from the Enumclaw School District requires authorization and budgeting by the City Council.

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

Section 1. The City's Finance Director is authorized to accept mitigation funds from the Encumclaw School District and retain those funds in an appropriate funding account until budgeted by the City Council.

Section 2. The Director of Public Works is requested to provide certification and documentation with regard to the Black Diamond Elementary School project that all of the requirements of the Black Diamond Municipal Code Chapter 11.11 have been met.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THE

_____.

CITY OF BLACK DIAMOND

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

Brenda Martinez

From: Pat Pepper
Sent: Wednesday, September 07, 2016 4:59 PM
To: Brenda Martinez
Cc: Carol Benson; Brian Weber
Subject: Resolution for Council Sep 15 meeting
Attachments: ResReg ESD traffic mitigation review.docx

Hello Ms. Martinez,

Please include the following resolution for our next Council meeting.

In summary it requests certification that the city's Concurrency Ordinance has been met for the Black Diamond Elementary School project and addresses acceptance of mitigation funds.

Thank you,
Pat Pepper and
Brian Weber
Growth Management Committee