



**CITY OF BLACK DIAMOND**  
**October 20, 2016 Regular Business Meeting Agenda - REVISED**  
25510 Lawson St., Black Diamond, Washington

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

**CLOSED SESSION:** As authorized by RCW 42.30.140(4) to discuss collective bargaining.

**APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:**

**Domestic Violence Proclamation**

Mayor Benson

**1) Presentation – Fire Department**

Chief Smith and Tim Perciful

**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.

**CONSENT AGENDA:**

**2) Claim Checks** – October 21, 2016 - No. 43992 through No. 44040 and EFTs in the amount of \$138,655.52

**3) Payroll** – September 30, 2016 – No. 19207 through No. 19221 and EFTs in the amount of \$275,418.20

**4) Minutes** – Council Special Meeting of September 29, 2016

**PUBLIC HEARINGS:**

**5) AB16-061** – Proposed Ordinance Regarding 2017 Stormwater Management Program

Mr. Williamson

**UNFINISHED BUSINESS:**

**6) Postponed Minutes** – Council/Planning Commission Joint Meeting of July 12, 2016, Council meetings of July 21, 2016 and August 18, 2016, Council/Planning Commission Joint Meeting of August 23, 2016, Special Meeting of August 25, 2016, Council meeting of September 1, 2016, and Special Meeting of September 8, 2016

Councilmembers

**NEW BUSINESS:**

**7) AB16-062** – Resolution Authorizing a Collective Bargaining Agreement with the Black Diamond Police Officers Association

Mr. Altman

**DEPARTMENT REPORTS:**

**MAYOR'S REPORT:**

**COUNCIL REPORT:**

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

**ATTORNEY REPORT:**

**PUBLIC COMMENTS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

***Black Diamond***

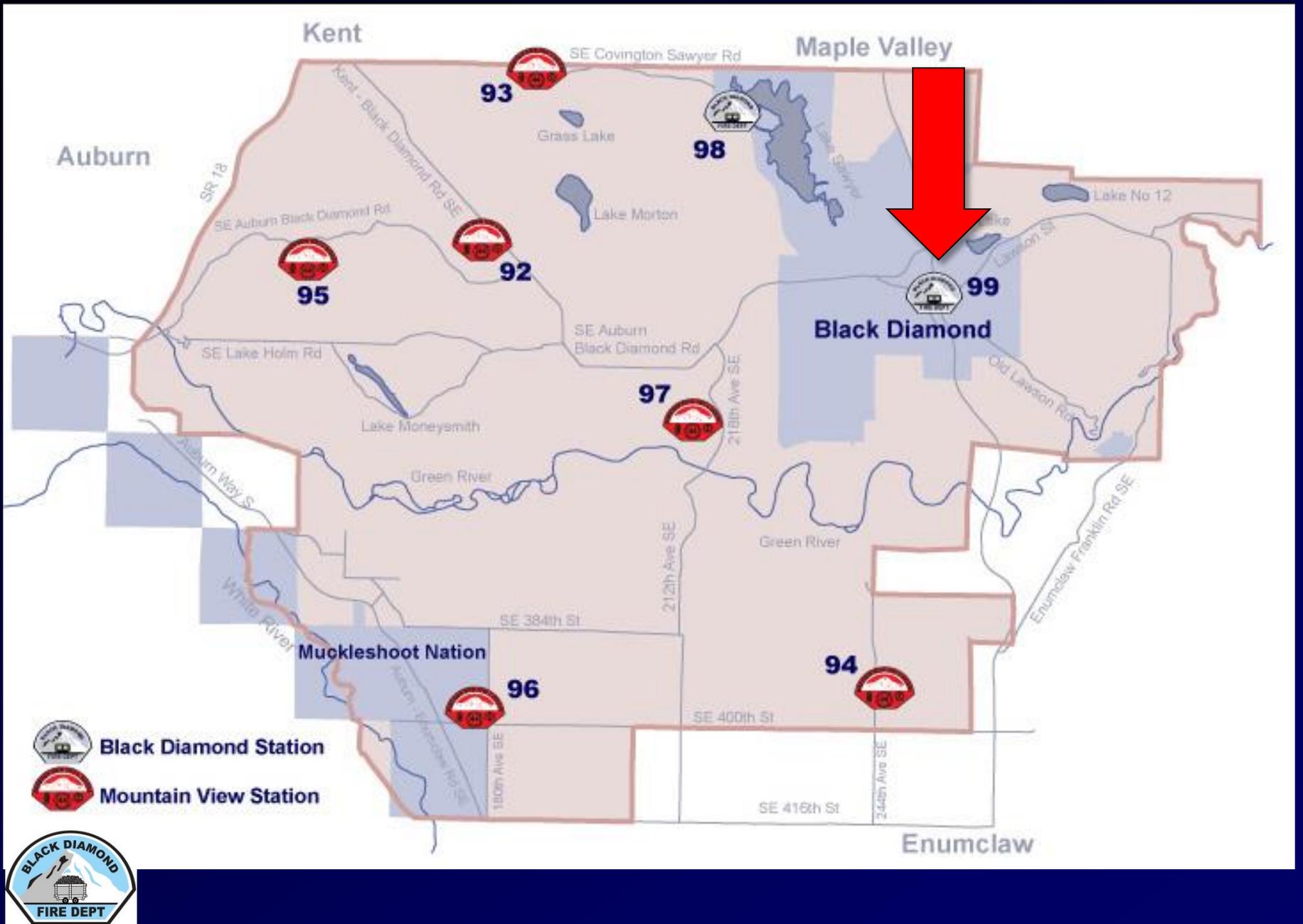
***Fire and Rescue***

***Fire Station 99***



**October , 2016**

***REPORT TO Black Diamond City Council***







99

Black Diamond

BAKER ST

2ND AVE

0 44ft

(C) 2008 King County





**Fire Station 99 was constructed over 60 years ago, by Fire District 17, on the site of the old Congregational Church.**

**Over the years several additions were made to the building including addition of a pitched roof over the existing flat roof. The front of the building was “remodeled” in 2009.**

**The ownership of the Station was transferred to the City as a result of the Lake Sawyer annexation.**





2009







**Engine 99, 36 Years old**





# Single Toilet in the Mop/Furnace Room



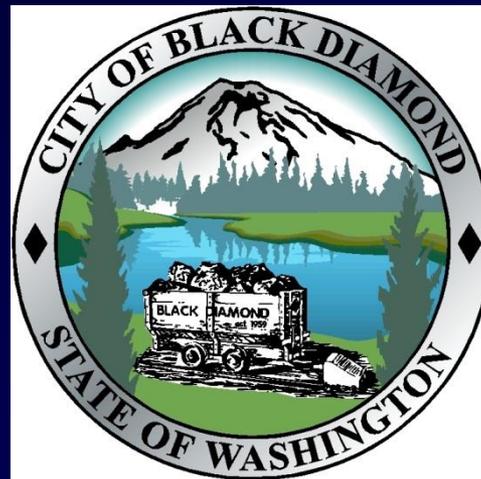


# FIRE STATION LOCATION AND LEVEL OF SERVICE



2011  
CITY OF BLACK DIAMOND  
COMPREHENSIVE PLAN

8.7 Fire and Emergency Medical Services



<http://www.ci.blackdiamond.wa.us/Depts/CommDev/planning.html>



## RESPONSE TO FIRES



TIME / EQUIPMENT / TRAINED PERSONNEL

## RESPONSE TO HEART ATTACK



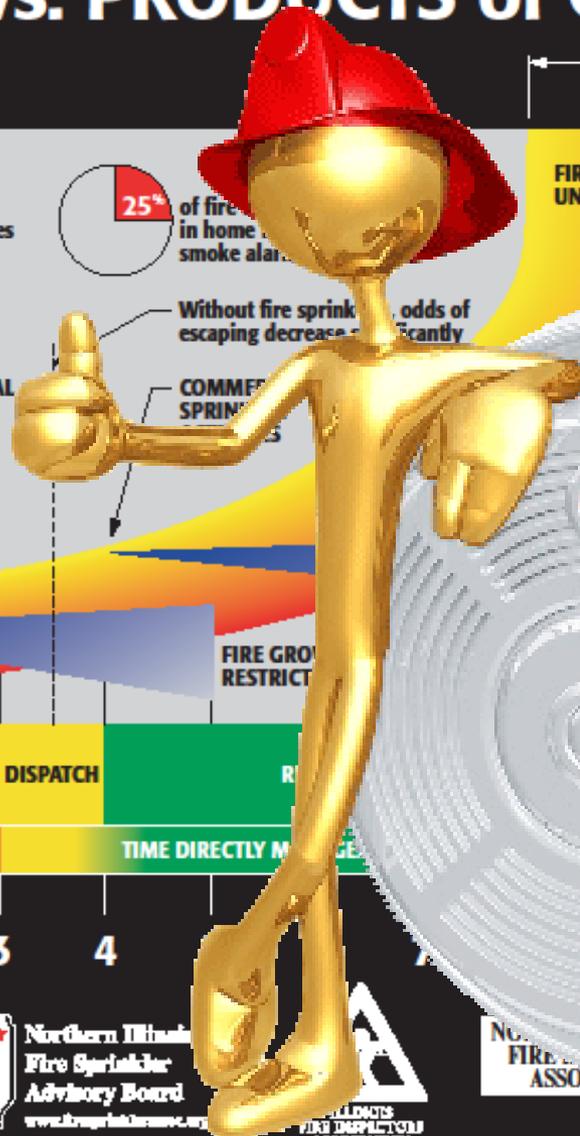
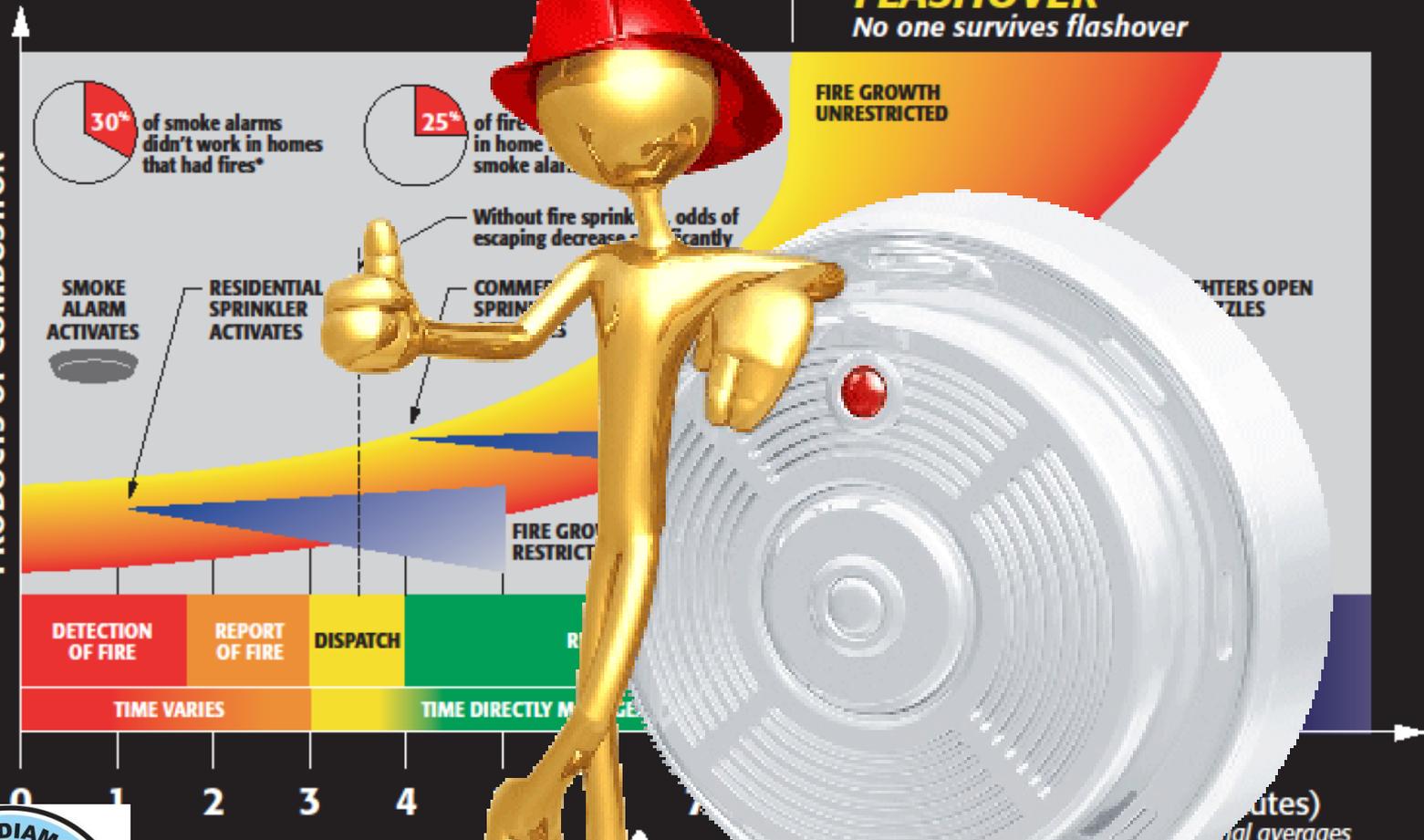
TIME / EQUIPMENT / TRAINED PERSONNEL



# TIME vs. PRODUCTS of COMBUSTION

**FLASHOVER**  
No one survives flashover

PRODUCTS OF COMBUSTION

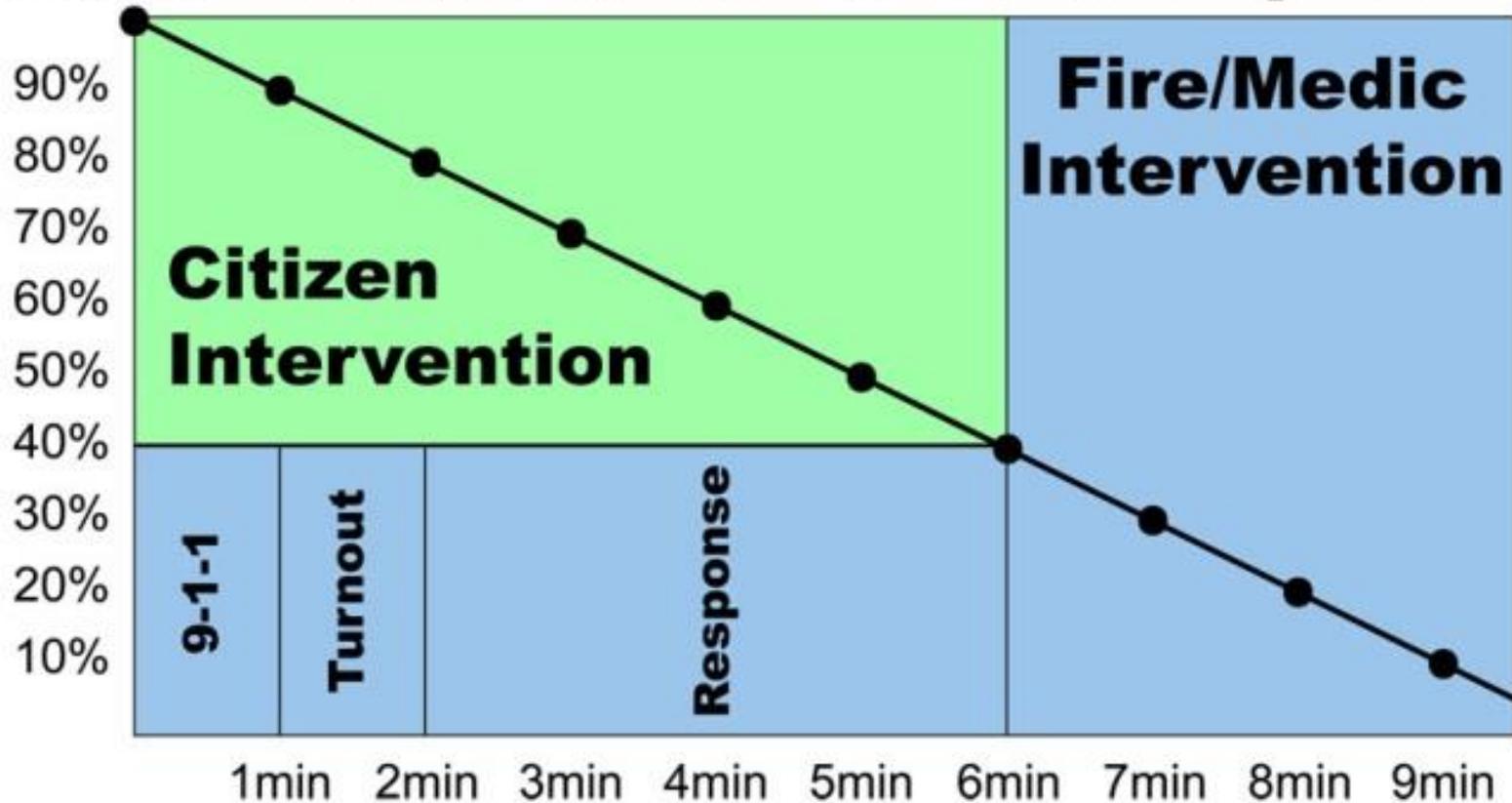


NATIONAL FIRE INSPECTORS ASSOCIATION

... Experience With Smoke Alarms and Other Fire Alarms. NFPA, September 2001.  
NOTE: See NFPA Fire Protection Handbook for time and temperature information.



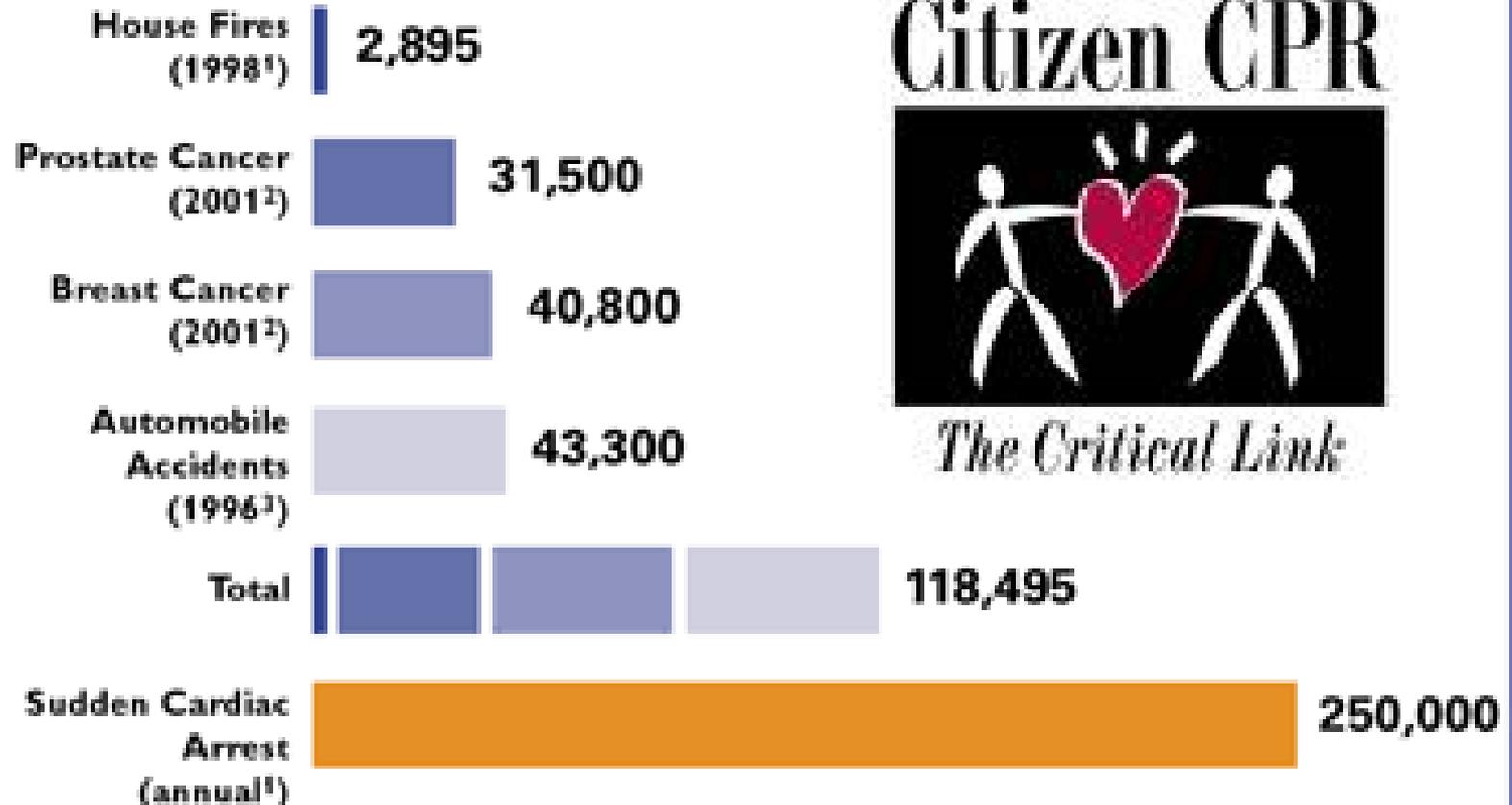
# Survival Rate In The Tiered Response



**Six Minutes survival rate**



## COMMON CAUSES OF DEATH IN THE U.S.



# Citizen CPR



*The Critical Link*

Sources: 1. <http://www.americanheart.org>; 2. <http://www.cancer.org>; 3. U.S. Statistical Abstract of the United States, 1998, Table 138; 4. <http://www.americanheart.org>



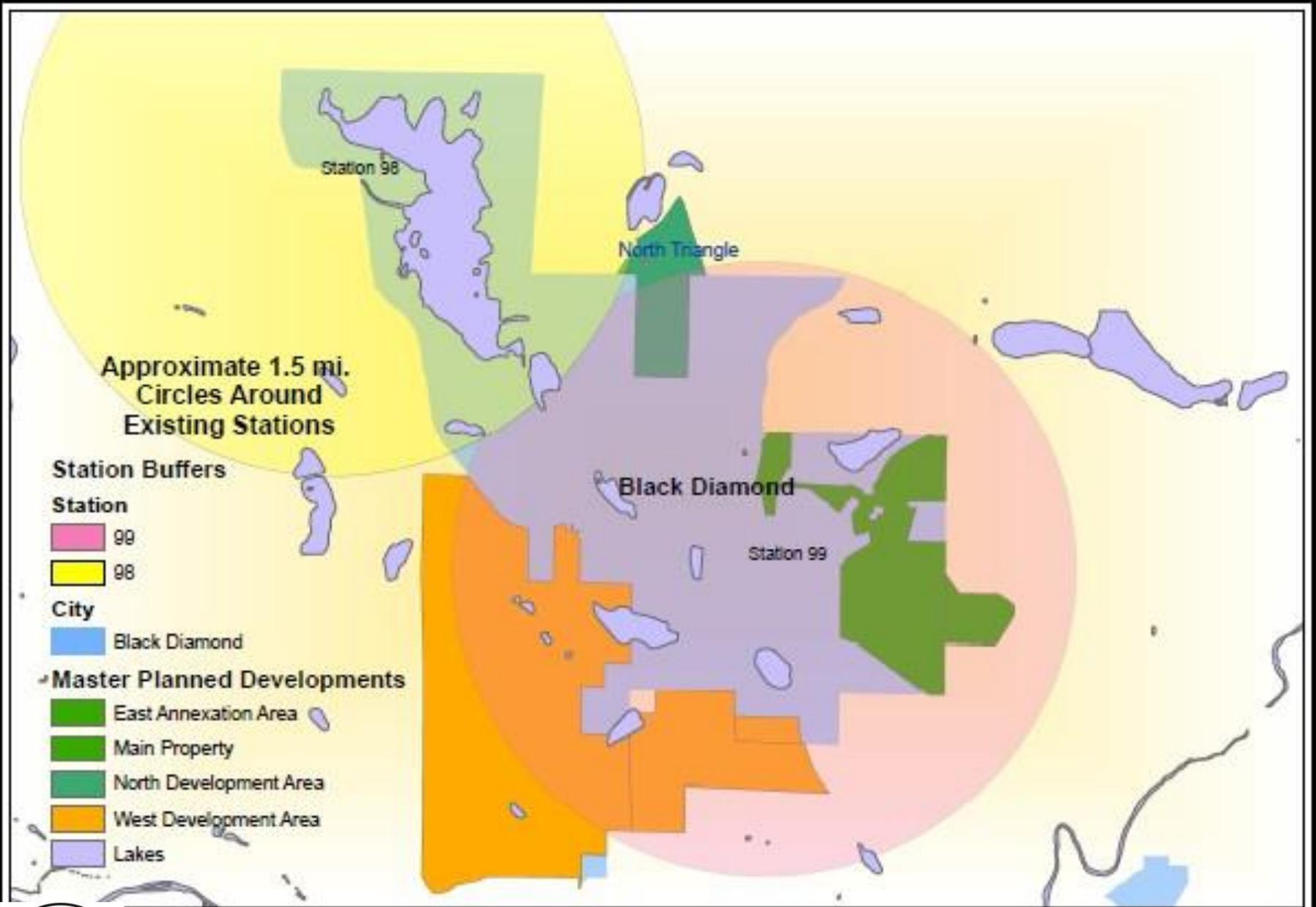
# *RESPONSE TIME IS CRITICAL TO OUTCOME*

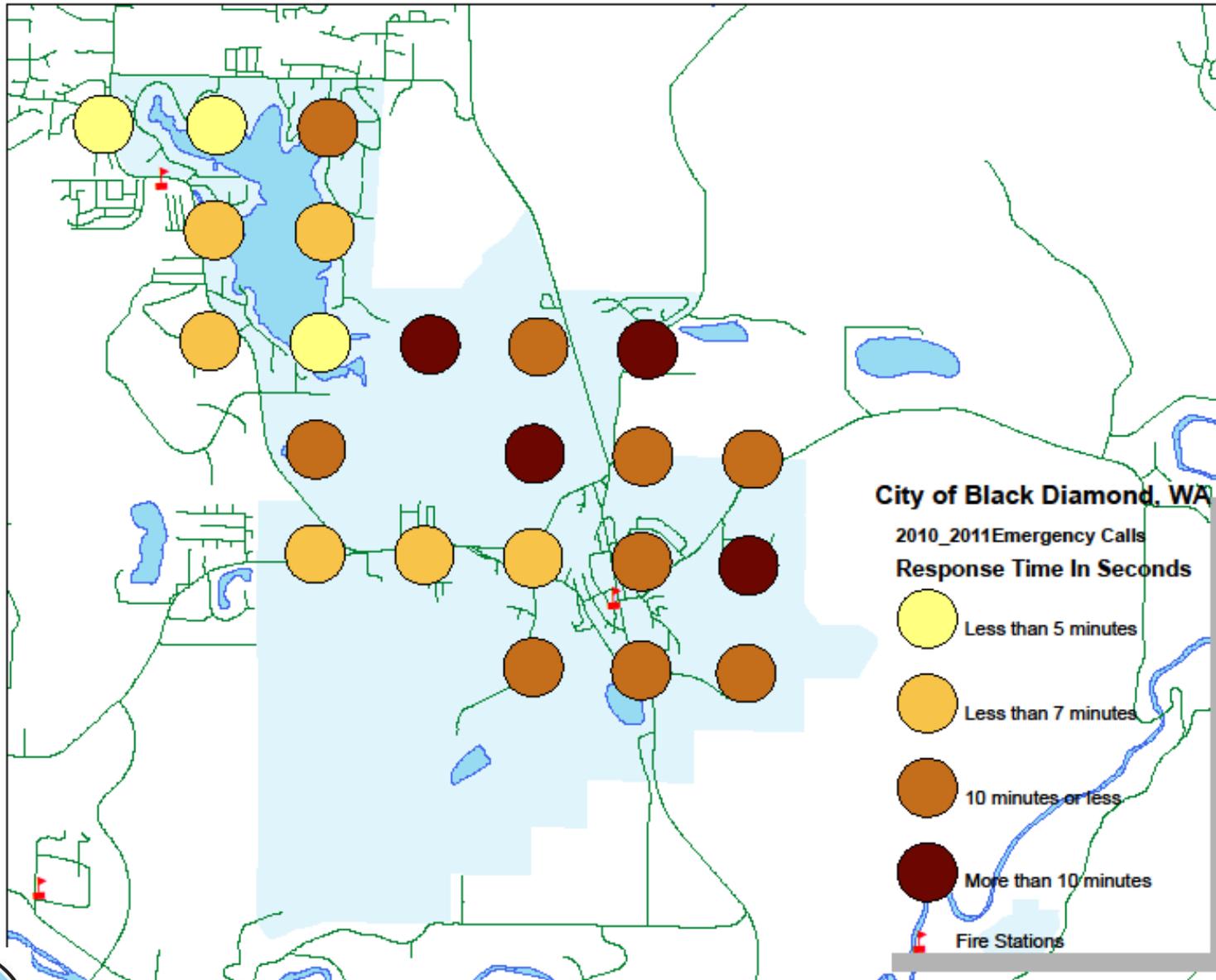
## Fire Station Location

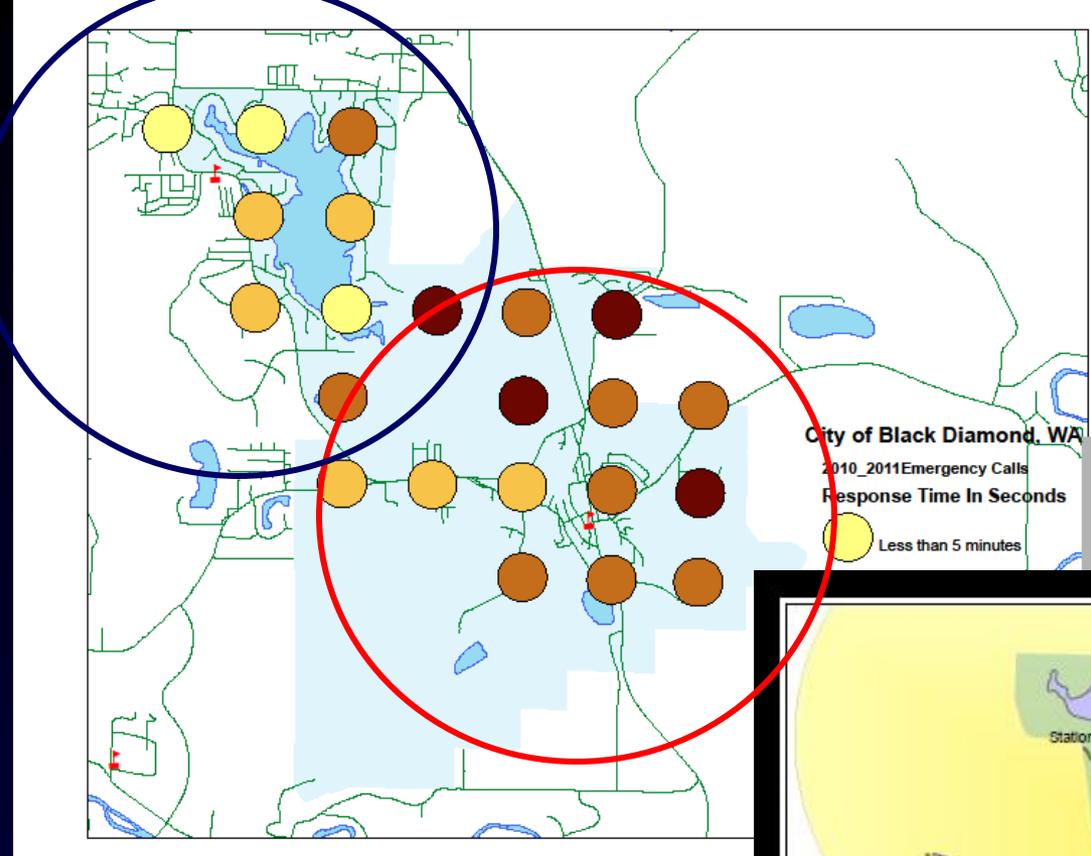
**The further we have to go, the longer it takes to get there.**

**Policy CF-18 “The City shall take reasonable steps to ensure that there is a fire station within 1.5 mile radius or 6 minutes travel time from developed properties in the City”.**



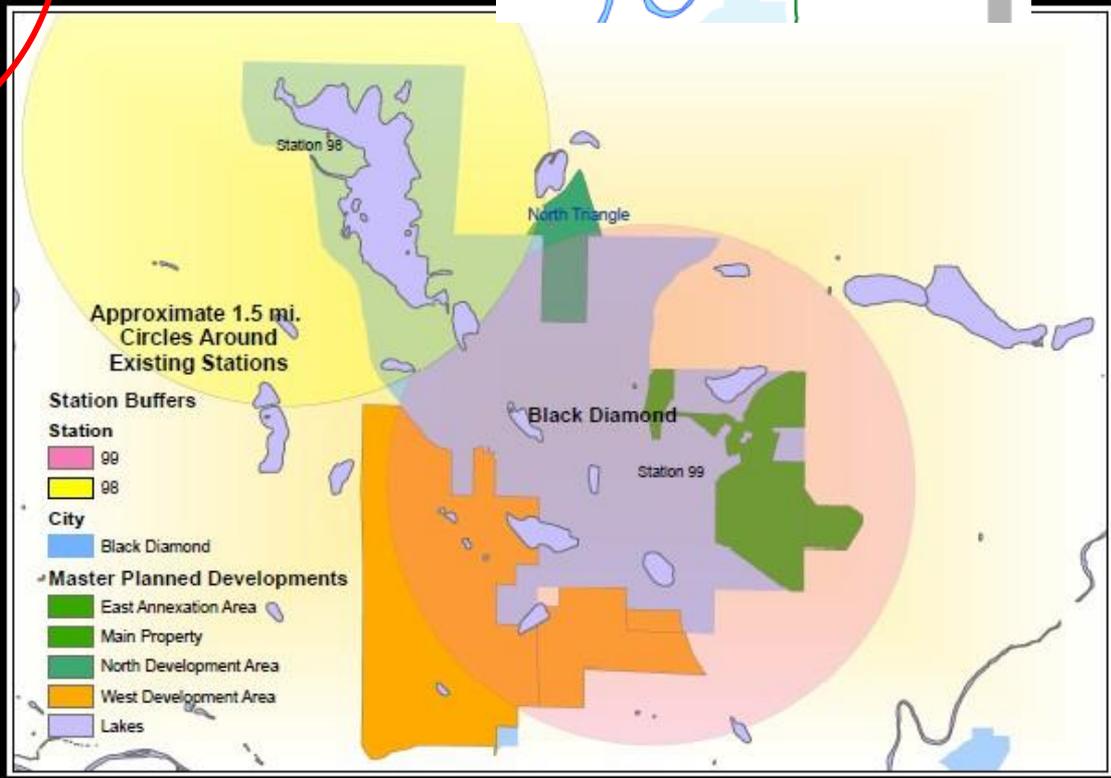
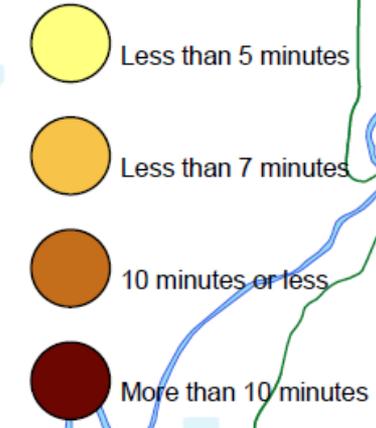






**City of Black Diamond, WA**

2010\_2011Emergency Calls  
Response Time In Seconds



**Policy CF-18 “The City shall take reasonable steps to ensure that there is a fire station within 1.5 mile radius or 6 minutes travel time from developed properties in the City”.**

***“The City’s current Station 99 will not be considered when determining compliance with this Policy”***

**Why is this?**



# Fire Station 99 Deficiencies

- **UNABLE TO BE STAFFED**

- Fire Station 99 has a combination mop room/furnace room/bathroom directly off the apparatus bay floor, with a single toilet. No personal DECON shower exists for Firefighters. The building has no kitchen or cooking facilities. There are no “sleeping quarters”
- Does not meet the current WAC 296-305-06507 for Fire Stations.

- **RESPONSE TIME**



## Fire Station 99 Deficiencies

- **APPARATUS BAY AND BAY DOORS TOO SMALL**

The only fire engine owned and operated by the City of Black Diamond or King County Fire District 44 that will fit in this building is Engine 99 (and is 36 years old).

The Fire Station was built when Fire Apparatus was smaller.

## **MODERN DAY FIRE APPARATUS WILL NOT FIT IN THIS BUILDING**

Black Diamond Fire Engine 1947 Ford



Engine 99 is a 1981 Pierce Arrow, and is the primary 1<sup>st</sup> response fire apparatus out of Fire Station 99. This Fire Apparatus has a 1,250 GPM pump and carries 750 Gallons of water. The Fire Apparatus has 70,000 miles reading on the odometer and 16,433 hours reading on the hour meter, this hour meter indicates the number of hours the diesel engine has been run. The Fire Apparatus is 34 years old. Purchased used from Kent Fire for \$ 23,000. This Fire Engine is 36 Years old.

### National Fire Protection Association (NFPA)

It is recommended that apparatus manufactured prior to 1991 that is less than 25 years old, that has been properly maintained, and that is still in serviceable condition should be placed in reserve status and upgraded to incorporate as many features as possible of the post-1991 fire apparatus (see Section D.3). Apparatus that was not manufactured to the applicable NFPA fire apparatus standards or that is over 25 years old should be replaced.



# The need for Station Replacement

**Prior to 1980**, replacement plan identifies the heating system as “coal fired” unknown what year the plan is from.

**1980** Proposed new Fire Station Plan

**1993** Fire Department Strategic Plan (Management Development Institute) New Station 99

**1999** Fire Department Master Plan , New Fire Station 99

**2003/04** Plans for replacement of Fire Station 99

**2006** ILA City of Black Diamond Dist 44

**2009** Black Diamond Comprehensive Plan

**2011** Yarrow Bay CFD Request

**2012** Presentation to City Council, Sta. 99

**2015** Fire Ad Hoc Report

**2016** Council Special meeting, Fire Chief Report Ad Hoc

**The need to replace Station 99 has been identified many times in the past 36 years.**

- **STAFFING PROBLEM**
- **RESPONSE TIME PROBLEM**
- **FIRE APPARATUS PROBLEM**

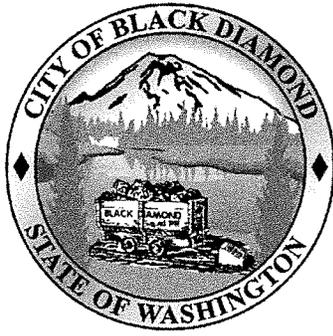
**DURING THE MPD MITIGATION PROCESS THIS FIRE STATION WAS IDENTIFIED AS NOT BEING CONSIDERED WHEN IDENTIFYING THE NEEDS FOR FIRE STATIONS IN THE CITY.**

**THIS STATION IS PROBLEMATIC IN MEETING THE NEEDS FOR THE CITY TODAY, REGARDLESS OF FUTURE EXPANSION.**



# COUNCIL QUESTIONS ?





**CERTIFICATION**

Date: October 21, 2016

Check No.'s/EFT	Batch Name	Check/EFT Date	Amount
EFT's	October Pre Council EFT 2 <sup>nd</sup> Council	10/14/16, 10/25/16	\$ 8,891.47
43992-43995	October Pre-Council 2 <sup>nd</sup> Council	10/21/16	\$ 320.59
43996-44040	October 2nd Council	10/21/16	\$ 129,443.44
		<b>TOTAL</b>	<b>\$ 138,655.52</b>

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*

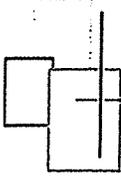
\_\_\_\_\_  
MAY MILLER, FINANCE DIRECTOR / CAROL BENSON, MAYOR

*10-13-2016*

DATE \_\_\_\_\_ DATE \_\_\_\_\_

COUNCILMEMBERS \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# Register

Fiscal: 2016

Deposit Period: 2016 - October

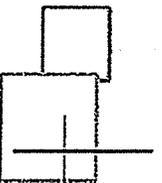
Check Period: 2016 - October - Pre-Council EFT Oct 2nd Council , 2016 - October - Pre-Council Oct

## Columbia Bank

### Check

<u>43992</u>	Geoffrey Boone	10/4/2016	\$209.72
<u>43993</u>	Jon E. Buss	10/4/2016	\$595.00
<u>43994</u>	Leah Noel	10/4/2016	\$4.00
<u>43995</u>	Asphalt Patch Systems, Inc.	10/11/2016	\$60.20
<u>43996</u>	ADT Security Services (PA)	10/21/2016	\$48.58
<u>43997</u>	Ben And Dayna Bosancu	10/21/2016	\$52.28
<u>43998</u>	BHC Consultants, LLC	10/21/2016	\$6,020.00
<u>43999</u>	Bill's Locksmith Service Inc.	10/21/2016	\$16.43
<u>44000</u>	Black Diamond Auto Parts	10/21/2016	\$47.74
<u>44001</u>	Blumenthal Uniforms & Equipment	10/21/2016	\$361.06
<u>44002</u>	CHS/Cenex	10/21/2016	\$2,107.51
<u>44003</u>	City of Black Diamond	10/21/2016	\$1,535.40
<u>44004</u>	City of Issaquah	10/21/2016	\$3,298.00
<u>44005</u>	City of Milton	10/21/2016	\$5,778.29
<u>44006</u>	Comcast (34744)	10/21/2016	\$231.14
<u>44007</u>	Copier Maintenance Technology, Inc	10/21/2016	\$868.80
<u>44008</u>	Debbie Vervilles	10/21/2016	\$327.77
<u>44009</u>	Ferguson Waterworks	10/21/2016	\$819.08
<u>44010</u>	Ferrell's Fire Ext. Co. Inc.	10/21/2016	\$499.56
<u>44011</u>	Granite Telecommunications	10/21/2016	\$44.72
<u>44012</u>	HD Supply Waterworks, Ltd.	10/21/2016	\$18.94
<u>44013</u>	Home Depot Credit Service	10/21/2016	\$184.37
<u>44014</u>	Jana King	10/21/2016	\$138.24
<u>44015</u>	Johnsons Home & Garden	10/21/2016	\$200.06
<u>44016</u>	Kenyon Disend, PLLC	10/21/2016	\$18,961.92
<u>44017</u>	KING COUNTY FINANCE	10/21/2016	\$44,131.50
<u>44018</u>	King County Prosecuting Attorney	10/21/2016	\$124.70
<u>44019</u>	Marcus and Katie Evans	10/21/2016	\$27.72
<u>44020</u>	Modular Space Corp	10/21/2016	\$5,412.63
<u>44021</u>	O'Brien, Barton, & Hopkins, PLLP	10/21/2016	\$2,500.00
<u>44022</u>	Office Products Nationwide	10/21/2016	\$662.59
<u>44023</u>	Orkin Commercial Services	10/21/2016	\$119.29
<u>44024</u>	Palmer Coking Coal Co.	10/21/2016	\$28.86
<u>44025</u>	Puget Sound Clean Air Agency	10/21/2016	\$827.75
<u>44026</u>	Regional Animal Services of King County	10/21/2016	\$30.00

<u>44027</u>	RH2 Engineering Inc.	10/21/2016	\$13,404.23
<u>44028</u>	Severson's Building Maint	10/21/2016	\$1,550.00
<u>44029</u>	Signs By Tomorrow	10/21/2016	\$96.34
<u>44030</u>	Summit Law Group	10/21/2016	\$3,584.30
<u>44031</u>	Tough Mudder, Inc.	10/21/2016	\$3,706.15
<u>44032</u>	TRM Wood Products Co. Inc.	10/21/2016	\$33.53
<u>44033</u>	Utilities Underground	10/21/2016	\$4.62
<u>44034</u>	Valley Automotive Repair & Electric	10/21/2016	\$643.27
<u>44035</u>	Voice of The Valley	10/21/2016	\$1,539.00
<u>44036</u>	WABO	10/21/2016	\$77.25
<u>44037</u>	Washington State Patrol	10/21/2016	\$534.00
<u>44038</u>	Washington State Treasurer	10/21/2016	\$8,635.95
<u>44039</u>	Washington Workwear Stores, Inc.	10/21/2016	\$162.89
<u>44040</u>	Water Management Laboratories, Inc.	10/21/2016	\$47.00
<u>EFT Payment</u>	First Bankcard	10/14/2016	\$3,019.81
<u>EFT Payment</u>	Washington State Department of Revenue	10/25/2016	\$5,871.66
<u>V43830</u>	Office Products Nationwide	10/6/2016	(\$548.33)
		<b>Total</b>	<b>\$138,655.52</b>



# Voucher Directory with Transaction Date

## ADT Security Services (PA)

43996 601273729 9/24/2016 2016 - October - October 2nd Council

October 12 to November 11, 2016 Services  
 001-000-248-518-20-49-02 MDRT Bldg Security Costs  
 001-000-254-518-20-49-00 Facilities Security

Total 601273729

Total 43996 \$19.43  
 Total ADT Security Services (PA) \$29.15  
 Ben And Dayna Bosancu \$48.58  
 43997 3042.0 10/3/2016 2016 - October - October 2nd Council \$48.58

410-000-000-343-83-00-00 Stormwater Charges \$52.28  
 New Owners-Utility Refund of Stormwater Fees

Total 3042.0

Total Ben And Dayna Bosancu \$52.28  
 BHC Consultants, LLC \$52.28  
 43998 0008109 9/14/2016 2016 - October - October 2nd Council

August Services  
 001-000-240-558-51-41-06 Plans Examiner Costs \$1,400.00  
 BD Elementary Plan

Total 0008109

August Services  
 001-000-240-558-51-41-06 Plans Examiner Costs \$4,620.00  
 Comp Plan

Total 0008120

Total BHC Consultants, LLC \$6,020.00  
 Total 43998 \$6,020.00  
 Total BHC Consultants, LLC \$6,020.00

Bill's Locksmith Service Inc.

43999

113690

10/3/2016

2016 - October - October 2nd Council

001-000-180-518-90-31-00

Office Supplies City Hall  
Duplicate Keys-City Hall Drop Box

\$16.43

Total 43999

Total 113690

Black Diamond Auto Parts

44000

414607

9/2/2016

2016 - October - October 2nd Council

September Charges

001-000-270-576-80-48-03  
001-000-280-536-20-48-03  
101-000-000-543-33-48-03  
401-000-000-534-80-48-03  
407-000-000-535-80-48-04  
410-000-000-531-10-48-04

Vehicle Mtc. & Repair  
Vehicle Maintenance & Repair  
Street Share-Vehicle & Eq Mtc Costs  
Vehicle Maintenance  
Vehicle Maintenance  
Vehicle Maintenance & Repair

\$1.58  
\$0.78  
\$8.59  
\$9.37  
\$9.37  
\$9.37  
\$39.06

Total 414607

September Charges

001-000-210-521-10-48-01

Police-Car Wash Cleaning Supplies  
Vehicle Maintenance & Repair

\$8.68

Total 44000

Total 414889

Blumenthal Uniforms & Equipment

44001

006053417

9/14/2016

2016 - October - October 2nd Council

001-000-210-521-10-31-04

Police  
Uniforms

\$40.47

Total 006053417

006061287

001-000-210-521-10-31-04

Police  
Uniforms

\$40.47

Total 006061287

006096144

001-000-210-521-10-31-04

Police  
Uniforms

\$50.55

Total 006096144

006096144

\$205.79

006103295

001-000-210-521-10-31-04

Police

Uniforms

\$40.18

Total 006103295  
006130745

001-000-210-521-10-31-04

Police

Uniforms

\$24.07

Total 44001  
Total 006130745

Total Blumenthal Uniforms & Equipment  
CHS/Cenex

\$24.07  
\$361.06  
\$361.06

44002  
93016 CHS

9/30/2016

2016 - October - October 2nd Council

September Fuel

001-000-210-521-10-32-00

Police

Fuel

\$2,107.51

Total 44002  
Total 93016 CHS

\$2,107.51  
\$2,107.51  
\$2,107.51

44003  
92816 COBD

9/28/2016

2016 - October - October 2nd Council

September Services

001-000-212-521-50-47-01

Police 2470.0

Water

\$189.84

001-000-212-521-50-47-02

Police Sewer 2470.0

Sewer

\$62.26

001-000-212-521-50-47-03

Police 2470.0

Stormwater

\$80.00

001-000-248-518-20-47-01

MDRT 2498.0

MDRT BD Wtr, Swr, Storm

\$47.43

001-000-254-518-20-47-00

City Hall 2498.0

Facilities-Utilities

\$71.15

001-000-270-575-30-47-01

Museum 2070.0

Museum Water/Sewer/Storm

\$153.76

001-000-270-575-30-47-01

Museum 1399.5

Museum Water/Sewer/Storm

\$32.00

001-000-270-575-51-47-01

Gym 1399.1

Gym-Stormwater

\$32.00

001-000-270-575-51-47-02	Gym 1399.0	Gym-Sewer	\$62.26
001-000-270-575-51-47-03	Gym 1399.0	Gym-Water	\$43.59
001-000-270-576-80-47-01	Coal Car 2306.0	Water	\$35.63
001-000-270-576-80-47-01	Eagle Creek 1582.0	Water	\$35.63
001-000-270-576-80-47-01	Water 1045.0	Water	\$3.55
001-000-270-576-80-47-02	Sewer 1045.0	Sewer	\$4.98
001-000-270-576-80-47-03	Stormwater 1045.0	Stormwater	\$11.52
001-000-270-576-80-47-03	Boat Launch 1399.2	Stormwater	\$96.00
001-000-280-536-20-47-01	Water 1045.0	Water	\$0.89
001-000-280-536-20-47-01	Cemetery 1457.0	Water	\$35.69
001-000-280-536-20-47-02	Sewer 1045.0	Sewer	\$1.25
001-000-280-536-20-47-03	Stormwater 1045.0	Stormwater	\$2.85
001-000-530-522-10-47-01	Fire Dept 2200.0	Water	\$38.17
001-000-530-522-10-47-02	Fire Dept 2200.0	Sewer	\$62.26
001-000-530-522-10-47-03	Fire Dept 2200.0	Stormwater	\$40.00
001-000-543-31-47-01	Railroad Ave Irrg 2983.0	Water	\$71.15
001-000-543-31-47-01	Water 1045.0	Water	\$6.65
001-000-543-31-47-02	Sewer 1045.0	Sewer	\$9.34
001-000-543-31-47-03	Stormwater 1045.0	Stormwater	\$21.60
401-000-000-534-80-47-01	Water 1045.0	Water	\$11.08
401-000-000-534-80-47-02	Sewer 1045.0	Sewer	\$15.57

401-000-000-534-80-47-03 Stormwater 1045.0 Stormwater \$36.00  
 407-000-000-535-80-47-01 Water 1045.0 Water \$11.08  
 407-000-000-535-80-47-02 Sewer 1045.0 Sewer \$15.57  
 407-000-000-535-80-47-03 Stormwater 1045.0 Stormwater \$36.00  
 407-000-000-535-80-47-03 Stormwater 1045.0 Stormwater \$96.00  
 410-000-000-531-10-47-01 Sewer Lagoon 1399.3 Water \$11.08  
 410-000-000-531-10-47-02 Water 1045.0 Sewer \$15.57  
 410-000-000-531-10-47-03 Sewer 1045.0 Stormwater \$36.00

Total 92816 COBD

Total 44003  
 Total City of Black Diamond \$1,535.40  
 \$1,535.40

City of Issaquah

44004 04-580008258 9/29/2016 2016 - October - October 2nd Council \$3,298.00  
 August Jail Service  
 001-000-211-523-60-49-00 Jail Costs \$3,298.00  
 34 Jail Beds @ 97.00 Per Day

Total 04-580008258

Total 44004  
 Total City of Issaquah \$3,298.00  
 \$3,298.00

City of Milton

44005 1002 10/5/2016 2016 - October - October 2nd Council \$3,178.05  
 September Services  
 001-000-145-518-80-41-01 Inf. Tec. Sys. - Milton \$751.18  
 001-000-248-518-20-49-12 Technology Costs \$115.57  
 101-000-000-543-30-49-12 Tech-Sys, Sec. Email, SW, Etc \$577.83  
 401-000-000-534-80-49-12 Tech-Sys, Sec. Email, SW, Etc \$577.83  
 407-000-000-535-80-49-12 Tech-Sys, Sec. Email, SW, etc. \$577.83

	410-000-000-531-10-49-12	Tech-Sys, Sec, Email, SW, Etc.	\$577.83
<b>Total 1002</b>			<b>\$5,778.29</b>
<b>Total City of Milton</b>			<b>\$5,778.29</b>
<b>Comcast (34744)</b>			<b>\$5,778.29</b>

44006	8498 34 014 0125628 92816	9/28/2016	2016 - October - October 2nd Council	
	October 5 to November 4, 2016 Service			
	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
	City Hall Internet Act 8498 34 014 0125628			
<b>Total 8498 34 014 0125628 92816</b>				<b>\$231.14</b>
<b>Total 44006</b>				<b>\$231.14</b>
<b>Total Comcast (34744)</b>				<b>\$231.14</b>

44007	9/22/2016	2016 - October - October 2nd Council	
2019	001-000-120-512-50-49-02	Court-Ricoh MP 201 Copier	Printing and Binding
<b>Total 2019</b>			<b>\$868.80</b>
<b>Total 44007</b>			<b>\$868.80</b>
<b>Total Copier Maintenance Technology, Inc</b>			<b>\$868.80</b>

44008	9/29/2016	2016 - October - October 2nd Council	
2547.0	410-000-000-343-83-00-00	New Owner- Utility Refund of Stormwater Fees	Stormwater Charges
<b>Total 2019</b>			<b>\$327.77</b>
<b>Total 44008</b>			<b>\$327.77</b>
<b>Total Debbie Vervilles</b>			<b>\$327.77</b>

Ferguson Waterworks

44009

0525124

9/19/2016

2016 - October - October 2nd Council

401-000-000-534-80-31-01

Water Meters

Operating Supplies

\$819.08

Total 0525124

Total 44009

Total Ferguson Waterworks

\$819.08

Ferrell's Fire Ext. Co. Inc.

44010

26725

10/6/2016

2016 - October - October 2nd Council

Annual Service Inspections

001-000-180-518-30-48-00

Extinguishers-Facility Vehicle

Vehicle Maint & Repair

\$10.86

001-000-210-521-10-48-01

Extinguishers-Police Vehicles

Vehicle Maintenance & Repair

\$97.74

001-000-212-521-50-48-02

Extinguishers-Police Warehouse

Police Bldg Repairs & Maintenance

\$97.74

001-000-212-521-50-48-02

Extinguishers-Police Admin, Police Kitchen, Council Chambers

Police Bldg Repairs & Maintenance

\$32.58

001-000-240-558-51-49-02

Extinguishers-Community Development

Miscellaneous

\$21.72

001-000-246-558-70-49-00

Extinguishers-MDRT Office

Miscellaneous

\$10.86

001-000-270-575-51-48-00

Extinguishers-Gym

Gym Facility Repair & Maintenance

\$21.72

001-000-270-576-80-48-03

Extinguishers-Gym

Vehicle Mtc. & Repair

\$3.91

001-000-280-536-20-48-03

Extinguishers-PW Maint Split

Vehicle Maintenance & Repair

\$1.95

101-000-000-543-33-48-03

Extinguishers-PW Maint Split

Street Share-Vehicle & Eq Mtc Costs

\$21.50

101-000-000-543-50-48-00

Extinguishers-PW Maint Shop

Street Repair & Maint Shops

\$21.72

101-000-000-543-50-48-00

Extinguishers-Metal Storage Bldg

Street Repair & Maint Shops

\$70.59

101-000-000-543-50-48-00

Extinguishers-PW Maint

Street Repair & Maint Shops

\$16.29

401-000-000-534-80-48-03

Extinguishers-PW Maint Split

Vehicle Maintenance

\$23.46



407-000-000-535-80-48-04 Vehicle Maintenance \$23.46  
Extinguishers-PW Maint Split  
410-000-000-531-10-48-04 Vehicle Maintenance & Repair \$23.46  
Extinguishers-PW Maint Split

Total 26725  
Total 44010  
Total Ferrell's Fire Ext. Co. Inc. \$499.56  
Granite Telecommunications \$499.56  
44011 372886311

October Services  
10/1/2016 2016 - October - October 2nd Council  
001-000-248-518-20-42-00 MDRT Telephone, Fax, Internet costs \$11.18  
001-000-254-518-20-42-00 Facilities-Communication \$33.54

Total 44011 372886311 \$44.72  
Total Granite Telecommunications \$44.72  
HD Supply Waterworks, Ltd. \$44.72  
44012 05344930

10/3/2016 2016 - October - October 2nd Council  
401-000-000-534-80-48-02 Water System Rep & Mtc-Ex/Int \$18.94  
Valve

Total 44012 05344930 \$18.94  
Total HD Supply Waterworks, Ltd. \$18.94  
Home Depot Credit Service \$18.94  
44013 8070984

9/27/2016 2016 - October - October 2nd Council  
001-000-212-521-50-48-02 Police Bldg Repairs & Maintenance \$43.41  
Police-Sensor Switch

Total 8070984 \$43.41  
8590202

001-000-180-518-10-49-09 City Wellness Program \$32.55  
Wellness BBQ, Propane Tank

Total 8590202 \$32.55  
9562436

001-000-180-518-10-49-09 City Wellness Program \$108.41



Wellness BBQ Grill  
Total 9562436 \$108.41  
Total 44013 \$184.37  
Total Home Depot Credit Service \$184.37  
Jana King

44014 100416 10/4/2016 2016 - October 2nd Council \$138.24  
001-000-140-514-23-43-00 Lodging, Meals & Mileage  
Finance-Mileage to Vision Conference in Leavenworth

Total 100416 \$138.24  
Total Jana King \$138.24  
Total 44014 \$138.24  
Johnsons Home & Garden

44015 409171 9/27/2016 2016 - October - October 2nd Council \$104.22  
401-000-000-534-80-31-01 Operating Supplies  
Water-Wrench, Nuts & Bolts

Total 409171 \$104.22  
409452 \$93.35  
Total 409452 \$93.35  
410-000-000-531-10-35-00 Small Tools and Safety Equipment  
Loppers, Rakes

409511 \$2.49  
410-000-000-531-10-48-04 Vehicle Maintenance & Repair  
U Bolt

Total 409511 \$2.49  
Total 44015 \$200.06  
Total Johnsons Home & Garden \$200.06  
Kenyon Disend, PLLC

44016 184619, 184620, 184517 and 184621 9/30/2016 2016 - October - October 2nd Council \$3,543.60  
September Services  
001-000-150-515-30-41-01 Legal Services-General Govt  
001-000-150-515-30-41-10 Legal Lawsuits/Other Charges  
001-000-150-515-30-41-17 Legal Costs-Public Disclosure \$1,356.45  
\$358.00

001-000-240-558-51-41-07	Enumclaw School Prf-Leg, Adv, Staff Costs	\$486.00
001-000-257-558-70-41-00	MDRT Legal Services	\$4,117.20
001-000-257-558-70-41-00	MDRT Legal Services	\$4,769.61
101-000-000-543-30-41-05	Legal Costs	\$787.46
401-000-000-534-80-41-04	Legal Svcs	\$1,181.20
407-000-000-535-80-41-09	Legal Costs	\$1,181.20
410-000-000-531-10-41-01	Legal Costs	\$1,181.20
Total 184619, 184620, 184517 and 184621		\$18,961.92
Total Kenyon Disend, PLLC		\$18,961.92
<b>KING COUNTY FINANCE</b>		\$18,961.92

44017	10/11/2016	2016 - October - October 2nd Council	
30014688			
October Services			
407-000-000-535-80-41-04		Metro Sewer Charges	\$44,131.50
Total 30014688			\$44,131.50

Total KING COUNTY FINANCE			\$44,131.50
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<b>King County Prosecuting Attorney</b>			
44018	9/30/2016	2016 - October - October 2nd Council	
SEPT16 KCPAO			
September Crime Victims			
633-000-000-586-00-00-01		Treasurers Trust Court	\$124.70
Total SEPT16 KCPAO			\$124.70

Total King County Prosecuting Attorney			\$124.70
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<b>Marcus and Katie Evans</b>			
44019	9/29/2016	2016 - October - October 2nd Council	
2936.0			
410-000-000-343-83-00-00		Stormwater Charges	\$27.72
New Owners-Utility Refund of Stormwater Fees			\$27.72
Total 44019			\$27.72

Total Marcus and Katie Evans			\$27.72
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Modular Space Corp

44020

501760236

9/28/2016

2016 - October - October 2nd Council

October Rental

001-000-248-518-20-45-01

MDRT-Bldg Rental-Modspace

Total 501760236

\$1,958.06

501760245

October Rental

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

Facilities-Bldg Rental/Modspace

Total 501760245

\$3,454.57

Total 44020

\$3,454.57

Total Modular Space Corp

\$5,412.63

O'Brien, Barton, & Hopkins, PLLP

44021

52116

10/4/2016

2016 - October - October 2nd Council

September Services

001-000-151-515-91-41-00

Court Legal-Public Defender

Total 52116

\$2,500.00

Total 44021

\$2,500.00

Total O'Brien, Barton, & Hopkins, PLLP

\$2,500.00

Office Products Nationwide

44022

866205-0

9/20/2016

2016 - October - October 2nd Council

001-000-254-518-20-31-00

Facilities Operating Supplies

Total 866205-0

\$74.16

866209-0

001-000-180-518-90-31-00

Office Supplies City Hall

Total 866209-0

\$95.18

866211-0

001-000-270-576-80-31-09

Plotter Supplies

101-000-000-542-90-31-10

Plotter Costs

401-000-000-534-80-31-10

Plotter supplies

407-000-000-535-80-31-10

Plotter Supplies

410-000-000-531-10-31-10

Plotter Supplies

Total 866211-0

\$16.94

868083-0

001-000-246-558-70-31-00

Office Supplies

Total 868083-0

\$46.37

Total 868083-0

\$46.37

868083-1

001-000-246-558-70-31-00 Office Supplies \$127.04  
 Ink Cartridges  
 001-000-254-518-20-31-00 Facilities Operating Supplies \$127.05  
 Ink Cartridges

Total 868083-1 \$254.09  
 869096-0  
 Total 869096-0  
 869692-0  
 001-000-180-518-90-31-00 Office Supplies City Hall \$85.97  
 001-000-180-518-90-31-99 Office Supplies CD Bldg Clearing \$85.97  
 Total 869692-0 \$171.94

Total 44022 \$22.12  
 Total Office Products Nationwide \$22.12  
 Orkin Commercial Services \$662.59  
 44023  
 123629822  
 8/26/2016 2016 - October - October 2nd Council \$662.59

September Services  
 001-000-248-518-20-49-01 MDRT Bldg Custodial Costs \$31.02  
 001-000-254-518-20-49-01 Facilities Building Custodial \$88.27  
 Total 123629822 \$119.29

Total 44023 \$119.29  
 Total Orkin Commercial Services \$119.29  
 Palmer Coking Coal Co. \$119.29  
 44024  
 4672  
 9/23/2016 2016 - October - October 2nd Council \$119.29

001-000-280-536-20-31-02 Cemetery Operating Supplies \$28.86  
 4 Way Topsoil

Total 44024 \$28.86  
 Total 4672 \$28.86  
 Total Palmer Coking Coal Co. \$28.86

Puget Sound Clean Air Agency

44025

16-016S 4

10/6/2016

2016 - October - October 2nd Council

Quarter 4 2016

001-000-182-553-70-41-00

PS Clean Air Assmt

Total 44025

Total Puget Sound Clean Air Agency

\$827.75  
\$827.75  
\$827.75

Regional Animal Services of King County

44026

093016 RAS

9/30/2016

2016 - October - October 2nd Council

September Pet License

633-000-000-589-00-00-01

King County Animal License

Total 093016 RAS

100716 RAS

October Pet License

633-000-000-589-00-00-01

King County Animal License

Total 100716 RAS

Total 44026

Total Regional Animal Services of King County

\$15.00  
\$15.00  
\$30.00  
\$30.00

RH2 Engineering Inc.

44027

66041

10/1/2016

2016 - October - October 2nd Council

September Services

001-000-257-558-70-41-02

MDRT Civil Engineering-RH2 Engineering

Total 66041

Total 44027

Total RH2 Engineering Inc.

\$13,404.23  
\$13,404.23  
\$13,404.23

Severson's Building Maint

44028

299207

10/3/2016

2016 - October - October 2nd Council

September Services

001-000-248-518-20-49-01

MDRT Bldg Custodial Costs  
Facilities Building Custodial

Total 299207

299208

September Services

001-000-270-575-51-48-00

Gym Facility Repair & Maintenance

Total 299208

\$150.00  
\$150.00

299209

September Services

001-000-212-521-50-41-03

Police Custodial Cost

\$500.00

Total 44028

Total Severson's Building Maint

\$1,550.00

44029

Signs By Tomorrow

INV-24844

5/23/2016

2016 - October - October 2nd Council

001-000-270-576-80-48-03

Vehicle Mtc. & Repair

\$0.96

001-000-280-536-20-48-03

Vehicle Maintenance & Repair

\$1.98

101-000-000-543-33-48-03

Vehicle Magnetic Logo

\$10.60

401-000-000-534-80-48-03

Vehicle Magnetic Logo

\$11.53

407-000-000-535-80-48-04

Vehicle Magnetic Logo

\$11.54

410-000-000-531-10-48-04

Vehicle Magnetic Logo

\$11.56

Total INV-24844

INV-24885

001-000-270-576-80-48-03

Vehicle Magnetic Logo

\$1.93

001-000-280-536-20-48-03

Vehicle Magnetic Logo

\$0.96

101-000-000-543-33-48-03

Vehicle Magnetic Logo

\$10.60

401-000-000-534-80-48-03

Vehicle Magnetic Logo

\$11.56

407-000-000-535-80-48-04

Vehicle Magnetic Logo

\$11.56

410-000-000-531-10-48-04

Vehicle Magnetic Logo

\$11.56

Total INV-24885

Total Signs By Tomorrow

\$48.17

\$96.34

\$96.34

Summit Law Group

44030

80865 & 80866

9/21/2016

2016 - October - October 2nd Council

August Services

001-000-150-515-30-41-08  
 001-000-150-515-30-41-08  
 001-000-257-558-70-41-00  
 101-000-000-543-30-41-05  
 401-000-000-534-80-41-04  
 407-000-000-535-80-41-09  
 410-000-000-531-10-41-01

Legal Svcs-Union Contracts  
 Legal Svcs-Union Contracts  
 MDRT Legal Services  
 Legal Costs  
 Legal Svcs  
 Legal Costs  
 Legal Costs

Total 80865 & 80866

Total 44030  
Total Summit Law Group

Tough Mudder, Inc.

44031

SEP16-0014

10/3/2016

2016 - October - October 2nd Council

September 24 & 25, 2016 Event  
 001-000-240-345-89-99-23

Special Event/Park Use Deposit  
 Special Event Deposit Refund

Total SEP16-0014

Total 44031  
Total Tough Mudder, Inc.

TRM Wood Products Co. Inc.

44032

336392

9/29/2016

2016 - October - October 2nd Council

101-000-000-542-90-31-01  
 6x16 OSB Lap Siding

Operating Supplies

Total 336392  
336418

101-000-000-542-90-31-01

Operating Supplies

Total 44032  
Total TRM Wood Products Co. Inc.

\$296.45  
 \$3,045.30  
 \$167.09  
 \$18.86  
 \$18.86  
 \$18.87  
 \$18.87  
 \$3,584.30  
 \$3,584.30  
 \$3,584.30  
 \$3,706.15  
 \$3,706.15  
 \$3,706.15  
 \$22.24  
 \$22.24  
 \$22.24  
 \$11.29  
 \$11.29  
 \$33.53  
 \$33.53

Utilities Underground

44033

6090114

9/30/2016

2016 - October - October 2nd Council

401-000-000-534-80-41-08

Locating Service

\$4.62

Total 44033

Total 6090114

Total Utilities Underground

\$4.62

Valley Automotive Repair & Electric

44034

0024830

9/27/2016

2016 - October - October 2nd Council

September Services

001-000-210-521-10-48-01

Police-49285D Repairs

Vehicle Maintenance & Repair

\$643.27

Total 0024830

Total 44034

Total Valley Automotive Repair & Electric

\$643.27

Voice of The Valley

44035

18684

9/7/2016

2016 - October - October 2nd Council

001-000-140-514-23-41-75

Finance-Notice-Capital Improvement Plan

\$156.00

Total 18684

001-000-246-558-70-44-00

Advertising  
Notice-Withdrawl and Reissuance of PLN16-0031

\$606.00

410-000-000-531-10-41-75

Advertising  
Notice-Public Hearing, State Dept of Ecology

\$171.00

Total 18789

001-000-246-558-70-44-00

Advertising  
Notice- PLN16-0032 Watermain Extention

\$606.00

Total 18801

Total Voice of The Valley

\$1,539.00

WABO

44036

32918

9/29/2016

2016 - October - October 2nd Council

001-000-240-558-51-49-02

Miscellaneous

\$77.25

CD-Tabs for IBC Books

Total 44036 Total 32918  
 Total WABO \$77.25  
 \$77.25  
 \$77.25

Washington State Patrol  
 44037 9/15/2016 2016 - October - October 2nd Council  
 00061615 September User Fee  
 001-000-214-521-20-42-02 WSP Access

Total 44037 \$534.00  
 Total Washington State Patrol \$534.00  
 \$534.00  
 \$534.00

Washington State Treasurer  
 44038 9/30/2016 2016 - October - October 2nd Council  
 093016 WST Bldg  
 Quarter 3 2016  
 633-000-000-586-10-00-00 State Remit-Bldg Permit Fees  
 Total 093016 WST Bldg \$58.50  
 093016 WST Court \$58.50

September Court Remittance  
 633-000-000-586-00-00-01 Treasurers Trust Court  
 Total 093016 WST Court \$8,577.45  
 Total 44038 \$8,577.45  
 Total Washington State Treasurer \$8,635.95  
 \$8,635.95  
 \$8,635.95

Washington Workwear Stores, Inc.  
 44039 10/4/2016 2016 - October - October 2nd Council  
 2457 001-000-270-576-80-31-07 Uniforms \$6.52  
 Work Boots-J Pitman  
 001-000-280-536-20-31-04 Uniforms \$3.26  
 Work Boots-J Pitman  
 101-000-000-542-90-31-04 Uniforms & Safety Supplies \$35.84  
 Work Boots-J Pitman  
 401-000-000-534-80-31-05 Uniforms \$39.09  
 Work Boots-J Pitman



407-000-000-535-80-31-04	Uniform Allowance	\$39.09
Work Boots-J Pittman		
410-000-000-531-10-31-04	Uniforms	\$39.09
Work Boots-J Pittman		

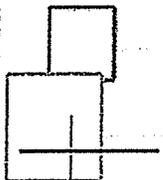
Total 2457		
Total 44039		\$162.89
Total Washington Workwear Stores, Inc.		\$162.89

Water Management Laboratories, Inc.		\$162.89
44040		
153085		

9/24/2016	2016 - October - October 2nd Council	
Total 153085		\$47.00
Total 44040		\$47.00

401-000-000-534-80-41-02	Water Testing and Sampling	\$47.00
Total Water Management Laboratories, Inc.		\$47.00

Vendor Count	45	Grand Total	\$129,443.46
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# Voucher Directory with Transaction Date



## Asphalt Patch Systems, Inc.

43995

38671 Retainage

10/11/2016

2016 - October - Pre-Council Oct 2nd Council

408-000-010-594-35-63-01

Morganville Sewer Lift Station  
Release of Retainage Held

\$60.20

Total 43995

Total 38671 Retainage

Total Asphalt Patch Systems, Inc.

Geoffrey Boone

43992

092416 Tough Mudder

9/24/2016

2016 - October - Pre-Council Oct 2nd Council

September 24, 2016

001-000-210-521-10-18-01

Other Agency Overtime-Reimbursed  
Police-Off Duty Overtime for Tough Mudder Event

\$209.72

Total 43992

Total 092416 Tough Mudder

Total Geoffrey Boone

\$209.72

Jon E. Buss

43993

092516 Tough Mudder

9/25/2016

2016 - October - Pre-Council Oct 2nd Council

September 25, 2016

001-000-210-521-10-18-01

Other Agency Overtime-Reimbursed  
Police-Off Duty Overtime for Tough Mudder Event

\$595.00

Total 43993

Total 092516 Tough Mudder

Total Jon E. Buss

\$595.00

Leah Noel

43994

092816 LN

9/28/2016

2016 - October - Pre-Council Oct 2nd Council

001-000-210-342-10-01-00

Police Traffic School Fee

\$4.00

Overpayment of Traffic Safety School Fees

Total 092816 LN \$4.00  
Total Leah Noel \$4.00  
Total 43994 \$4.00

Office Products Nationwide

V43830 10/6/2016 2016 - October - Pre-Council Oct 2nd Council

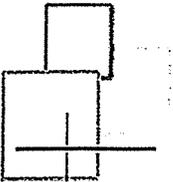
VOIDS Check 43830-Not Mailed

001-000-180-518-90-31-00  
001-000-180-518-90-31-00  
001-000-254-518-20-31-00

Office Supplies City Hall  
Office Supplies City Hall  
Facilities Operating Supplies

Total V43830 (\$343.72)  
Total Office Products Nationwide (\$118.22)  
Vendor Count 5 (\$86.39)  
(\$548.33)  
(\$548.33)  
(\$548.33)

Grand Total \$320.59



# Voucher Directory with Transaction Date

## First Bankcard

EFT Payment 10/14/20161

Brenda Martinez 4360 91416

9/14/2016

2016 - October - Pre-Council EFT Oct 2nd Council

### September Charges

001-000-110-511-60-43-00

Lodging, Meals and Mileage

\$90.00

001-000-130-513-10-43-00

Pay Pal \*SCA-Council-SCA Networking Dinner-Edelman and Deady  
Lodging, Meals & Mileage

\$45.00

Pay Pal \*SCA-Mayor-SCA Networking Dinner, Mayor Benson

Total Brenda Martinez 4360 91416  
Brian Martinez 8183 91416

\$135.00

### September Charges

001-000-210-521-10-49-01

Training

\$298.00

001-000-215-521-14-49-00

Pay Pal BlueLine-Police-OIS Patrol Supervision Training, Lynch and Girias  
Marine Grant-Training

\$245.00

Neak Media LLC-Police-Marine Training for Mike Girias

Total Brian Martinez 8183 91416  
Chatterson 4096 91416

\$543.00

### September Charges

001-000-210-521-10-32-00

Fuel

\$37.74

001-000-210-521-10-43-00

Chevron-Police, Fuel for PORTSD Training  
Lodging, Meals & Mileage

\$26.27

001-000-210-521-10-43-00

Ding How Asian Gourmet-Police-Meal for PORTSD Training  
Lodging, Meals & Mileage

\$26.27

001-000-210-521-10-43-00

Ding How Asian Gourmet-Police-Meal for PORTSD Training  
Lodging, Meals & Mileage

\$13.04

001-000-210-521-10-43-00

Fieldhouse Pizza & Pub-Police-Meal for PORTSD Training  
Lodging, Meals & Mileage

\$18.48

001-000-210-521-10-43-00

Fieldhouse Pizza & Pub-Police-Meal for PORTSD Training  
Lodging, Meals & Mileage

\$9.81

001-000-210-521-10-43-00

Subway-Police-Meal for PORTSD Training  
Lodging, Meals & Mileage

\$12.19

001-000-210-521-10-43-00

Subway-Police-Meal for PORTSD Training  
Lodging, Meals & Mileage

\$13.04

Fieldhouse Pizza & Pub-Police-Meal for PORTSD Training

001-000-210-521-10-43-00	Walmart-Police-Meal for PORTSD Training	Lodging, Meals & Mileage	\$14.59
001-000-210-521-10-43-00	Ding How Asian Gourmet-Police-Meal for PORTSD Training	Lodging, Meals & Mileage	\$26.27
001-000-210-521-10-43-00	River City Pizza-Police Meal for PORTSD Training	Lodging, Meals & Mileage	\$57.86
001-000-210-521-10-43-00	Quality Inn & Suites-Police-Lodging-for PORTSD Training	Lodging, Meals & Mileage	\$402.00
001-000-210-521-10-43-00	Walmart-Police-Meal for PORTSD Training	Lodging, Meals & Mileage	\$8.92
001-000-210-521-10-43-00	McDonalds-Police-Police Meal for PORTSD Training	Lodging, Meals & Mileage	\$16.96
001-000-210-521-10-43-00	Walmart-Police-Meal for PORTSD Training	Lodging, Meals & Mileage	\$14.59
Total Chatterson 4096 91416			\$698.03
Dal Santo 9871 91416			
September Charges			\$30.74
401-000-000-534-80-31-02	Maple Valley Grocer-Water-Bleach	Office Supplies	\$30.74
Total Dal Santo 9871 91416			\$30.74
Esping 1117 91416			
September Charges			\$28.33
001-000-181-518-30-31-04	Wal-Mart-Facilities, Uniforms	Uniforms	\$28.33
001-000-215-521-14-31-00	Harbor Frieght-Police, Hardware for Marine Boat	2016 Marine Grt-Supplies	\$33.43
001-000-215-521-14-31-00	Auburn Sports & Marine-Police, Hardware for Marine Boat	2016 Marine Grt-Supplies	\$71.14
001-000-270-576-80-31-03	Cellular Connection-Facilities, Batteries for Cell Phone	Operating Supplies	\$2.03
001-000-270-576-80-31-03	Costco-PW Maint, Safety Gloves	Operating Supplies	\$2.40
001-000-270-576-80-41-00	Harbor Frieght-Parks, Lock	Professional Services	\$10.50
001-000-270-576-80-48-03	WalMart-Facilities-Vehicle Supplies	Vehicle Mtc. & Repair	\$4.30
001-000-280-536-20-31-00	Cellular Connection-Facilities, Batteries for Cell Phone	Cemetery Office Supplies	\$1.00
001-000-280-536-20-31-00	Costco-PW Maint, Safety Gloves	Cemetery Office Supplies	\$1.21
001-000-280-536-20-48-03	WalMart-Facilities-Vehicle Supplies	Vehicle Maintenance & Repair	\$2.15

101-000-000-542-90-31-01	Operating Supplies	\$11.17
101-000-000-542-90-31-01	Cellular Connection-Facilities, Batteries for Cell Phone	
101-000-000-542-90-31-01	Operating Supplies	\$13.19
101-000-000-543-33-48-03	Costco-PW Maint, Safety Gloves	
101-000-000-543-33-48-03	Street Share-Vehicle & Eq Mtc Costs	\$23.63
401-000-000-534-80-31-01	Walmart-Facilities-Vehicle Supplies	
401-000-000-534-80-31-01	Operating Supplies	\$12.18
401-000-000-534-80-31-01	Cellular Connection-Facilities, Batteries for Cell Phone	
401-000-000-534-80-31-01	Operating Supplies	\$91.96
401-000-000-534-80-31-10	Batteries Plus-Water, Batteries	
401-000-000-534-80-31-10	Plotter supplies	\$14.39
401-000-000-534-80-48-03	Costco-PW Maint, Safety Gloves	
401-000-000-534-80-48-03	Vehicle Maintenance	\$25.78
407-000-000-535-80-31-01	Walmart-Facilities-Vehicle Supplies	
407-000-000-535-80-31-01	Operating Supplies	\$14.39
407-000-000-535-80-31-01	Costco-PW Maint, Safety Gloves	
407-000-000-535-80-31-01	Operating Supplies	\$12.18
407-000-000-535-80-48-04	Cellular Connection-Facilities, Batteries for Cell Phone	
407-000-000-535-80-48-04	Vehicle Maintenance	\$25.78
410-000-000-531-10-31-00	Walmart-Facilities-Vehicle Supplies	
410-000-000-531-10-31-00	Office Supplies	\$14.39
410-000-000-531-10-31-00	Costco-PW Maint, Safety Gloves	
410-000-000-531-10-31-00	Office Supplies	\$12.18
410-000-000-531-10-48-04	Cellular Connection-Facilities, Batteries for Cell Phone	
410-000-000-531-10-48-04	Vehicle Maintenance & Repair	\$25.78
510-000-200-594-48-64-09	Walmart-Facilities-Vehicle Supplies	
510-000-200-594-48-64-09	4-Wheel Drive Truck	\$8.75
510-000-200-594-48-64-09	Harbor Freight-PW Truck-Wiring Harness	
Total Esping 1117 91416		\$462.24
Goebel 5135 91416		
September Charges		
001-000-213-521-10-43-00	Civil Service Lodging, Meals & Mileage	\$16.54
001-000-213-521-10-43-00	Rivertop Bar & Grill-Clerk-Meal for Civil Service Conference	
001-000-213-521-10-43-00	Civil Service Lodging, Meals & Mileage	\$145.48
001-000-213-521-10-43-00	Coast Wenatchee Hotel-Clerk-Lodging for Civil Service Conference	
Total Goebel 5135 91416		\$162.02
Lynch 4138 91416		
September Charges		
001-000-210-521-10-32-00	Fuel	\$22.49
001-000-210-521-10-32-00	Fred Meyer-Police, Fuel for Chief for A Day Event	
Total Lynch 4138 91416		\$22.49

Metcalfe 4013 91416

September Charges

001-000-120-512-50-42-00

Telephone/DSL  
Accessline Phone Srvcs-Court, Conference Calls

\$28.01

Total Metcalfe 4013 91416

Reed 5176 91416

September Charges

001-000-246-558-70-49-00

Miscellaneous  
Safeway-MDRT, Cleaning Supplies and Air Fresheners

\$10.63

Total Reed 5176 91416

Williamson 8513 91416

September Charges

001-000-246-558-70-43-00

Lodging, Meals & Mileage  
Hotel.com-MDRT Lodging for APWA Conference for Williamson

\$532.65

Total Williamson 8513 91416

Total EFT Payment 10/14/20161

Miscellaneous  
ACT\*APWA-MDRT APWA Conference Registration, Williamson

\$395.00

Total First Bankcard

\$927.65  
\$3,019.81  
\$3,019.81

Washington State Department of Revenue

EFT Payment 10/25/20161

102516 DOR

10/25/2016

2016 - October - Pre-Council EFT Oct 2nd Council

September Excise Tax

001-000-280-536-20-31-01

Use Tax

Vaults/Liners

\$30.62

001-000-280-536-20-54-00

Cemetery Sales Excise Tax

\$36.00

401-000-000-534-80-44-01

State of WA Utility Excise Tax

\$4,367.90

401-000-000-534-80-44-01

State of WA Excise Tax

\$24.79

407-000-000-535-80-44-01

State of WA Excise Tax

\$965.35

410-000-000-531-10-44-01

WA St Excise Taxes

\$447.00

Total 102516 DOR

\$5,871.66

Total EFT Payment 10/25/20161

Vendor Count 2

Grand Total

\$8,891.47

Total Washington State Department of Revenue

# September 2016 Payroll Register

Number	Name	Fiscal Description	Amount
<u>19207</u>	Paper Paycheck	2016 - September - Month End	\$692.00
<u>19208</u>	Paper Paycheck	2016 - September - Month End	\$1,765.00
<u>19209</u>	Paper Paycheck	2016 - September - Month End	\$789.83
<u>19210</u>	Paper Paycheck	2016 - September - Month End	\$5,242.29
<u>19211</u>	Paper Paycheck	2016 - September - Month End	\$732.03
<u>19212</u>	Paper Paycheck	2016 - September - Month End	\$3,462.90
<u>19213</u>	KCDC East Division Court	2016 - September - Month End	\$1,776.22
<u>19214</u>	BD Police Officers Association	2016 - September - Month End	\$720.00
<u>19215</u>	City of Black Diamond Flex	2016 - September - Month End	\$80.00
<u>19216</u>	Dept of Labor and Industries	2016 - September - Month End	\$3,419.51
<u>19217</u>	Employment Security Dept	2016 - September - Month End	\$807.58
<u>19218</u>	Joseph Kaufman (Leoff 1 Med Copay)	2016 - September - Month End	\$115.40
<u>19219</u>	Pierce County Superior Court Clerk	2016 - September - Month End	\$1,677.14
<u>19220</u>	Teamsters Local 117	2016 - September - Month End	\$1,080.77
<u>19221</u>	Trusted Plans Service CP LTD	2016 - September - Month End	\$902.37
<u>ACH Sept 2016</u>	Aflac	2016 - September - Month End	\$128.44
<u>ACH Sept 2016</u>	AWC Employee Benefit Trust	2016 - September - Month End	\$35,969.49
<u>ACH Sept 2016</u>	AWC Employee Benefit Trust	2016 - September - Month End	\$5,257.98
<u>ACH Sept 2016</u>	Dept of Retirement Systems	2016 - September - Month End	\$28,822.77
<u>ACH Sept 2016</u>	Washington State Treasurer	2016 - September - Month End	\$2,880.00
<u>ACH Sept 2016</u>	City of Black Diamond Taxes	2016 - September - Month End	\$54,371.61
<u>Sept Draw 2016</u>	Payroll Vendor ACH	2016 - September - Month End	\$32,700.00
<u>Sept Payroll</u>	Payroll Vendor ACH	2016 - September - Month End	\$92,024.87
			<b>\$275,418.20</b>

**BLACK DIAMOND CITY COUNCIL  
SPECIAL MEETING MINUTES  
September 29, 2016**

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

**CALL TO ORDER, FLAG SALUTE:**

Councilmember Edelman called the special meeting to order at 6:02 p.m. and led us all in the Flag Salute.

**ROLL CALL:**

**PRESENT:** Councilmembers Deady, Morgan, Edelman, and Weber. (Councilmember Morgan was not present for roll call and entered the meeting at 6:17 p.m.)

**ABSENT:** Mayor Benson and Councilmember Pepper (excused)

Staff present: May Miller, Finance Director and Brenda L. Martinez, City Clerk.

**WORK SESSION:**

**REVENUE FROM ALL SOURCES ADOPTED IN THE 2016 BUDGET AND THE PROPOSED 2017 PRELIMINARY BUDGET**

Councilmember Edelman announced this special meeting is a work session on the proposed 2017 preliminary budget along with the revenue sources adopted in the 2016 budget. She then turned the meeting over to Finance Director Miller.

Finance Director Miller reported this is the first meeting on the proposed preliminary 2017 budget and is also an overview of all the revenues, expenditures and the budget process. She reviewed with Council the budget calendar and required dates set by RCW.

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Edelman to recess the meeting for ten minutes. Motion **passed** with all voting in favor (3-0). The meeting recessed at 6:14 p.m.

Councilmember Morgan entered the meeting at 6:17 p.m.

The meeting was called back to order at 6:17 p.m. No public had left the meeting so the recess was shortened.

Finance Director Miller recapped for Councilmember Morgan the items she discussed earlier. She continued with her presentation on Washington Cities Governmental Budget

and Fund Structure and discussed the different funds the City has and how those funds can be used.

She reviewed with Council the following:

- General Fund Revenue – 2016 Year End Projection
- Street Fund 2017 Preliminary Budget
- Water Fund 2017 Preliminary Budget
- Sewer Fund 2017 Preliminary Budget
- Stormwater Fund 2017 Preliminary Budget
- General Fund 2017 Preliminary Budget – Revenue
- General Fund 2017 Preliminary Budget – Expenditures
- General Fund Revenue Supporting Functions
- Preliminary Combined 2017 Preliminary Budget – All Funds

In closing Finance Director Miller reviewed the budget calendar and recapped the upcoming budget meetings and process.

Councilmember Weber noted this process has been going for a while and is a very ambitious process. He also noted there are items he will want to take to the budget committee and is hopeful that the Mayor will start scheduling their requested meetings, because otherwise he doesn't know how a budget will get passed.

There was discussion on Council's fiduciary responsibility for passing a balanced budget, Council Committees, and Council rules being legal.

**ADJOURNMENT:**

A motion was made by Councilmember Weber and seconded by Councilmember Deady to adjourn the meeting. Motion passed with all voting in favor (4-0).

Meeting ended at 7:15 p.m.

ATTEST:

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Carol Benson, Mayor

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Brenda L. Martinez, City Clerk

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b>	<b>Agenda Date: October 20, 2016</b>	<b>AB16-061</b>
<b>Public hearing for the 2017 Stormwater Management Program (SWMP) Plan</b>	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Andy Williamson	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$0	Public Works – Seth Boettcher	<b>X</b>
Fund Source: --	Court – Stephanie Metcalf	
Timeline: Jan. 1, 2017 – Dec. 31, 2017		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Draft 2017 Stormwater Management Program Plan</b>		
<p><b>SUMMARY STATEMENT:</b>            The City is required by the Department of Ecology to update its Stormwater Management Program (SWMP) Plan. This SWMP Plan shows how the City is currently meeting the Department of Ecology’s requirements in the National Pollutant Discharge Elimination System (NPDES) Permit as well as shows future requirements of this Permit. The SWMP Plan is updated annually.</p> <p>The purpose of the public hearing is to gather input for this SWMP Plan from the community, which is a requirement of the NPDES Permit.</p> <p><b>FISCAL NOTE (Finance Department):</b> This is an update to a plan. Future costs are unknown at this time.</p>		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>RECOMMENDED ACTION: Public hearing only.</b>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 20, 2016		

# CITY OF BLACK DIAMOND

## STORMWATER MANAGEMENT PROGRAM PLAN (SWMP PLAN)

20176 UPDATE



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

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## LIST OF ACRONYMS AND ABBREVIATIONS

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

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

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

## SECTION 1 – INTRODUCTION

---

### **1.1 INTRODUCTION**

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

The purpose of the SWMP Plan is to detail actions that the City of Black Diamond has taken and will take to maintain compliance with conditions in the permit. This SWMP Plan will be an attachment to the *Annual Report Form for Cities, Towns, and Counties* which is required to be submitted to the Department of Ecology (DOE) by March 31 of each year.

The City's SWMP is intended to reduce the discharge of pollutants from the City's Municipal Separate Storm Sewer System (MS4) to the Maximum Extent Practicable, meet Washington State's All Known and Reasonable Treatment (AKART) requirements, and protect water quality. This goal is accomplished by the inclusion of all Permit SWMP components, minimum measures, and implementation schedules into the City's SWMP.

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

The City ~~new~~ is active in all 6 areas of permit activity including:

- Monitoring the MS4 and reporting to DOE
- Public education and outreach
- Public involvement and participation
- Illicit Discharge Detection and Elimination
- Controlling runoff from new development, redevelopment and construction sites
- Municipal operations and maintenance (O&M)

## **SECTION 2 –MONITORING, REPORTING AND ASSESSMENT**

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### **2.1 PERMIT REQUIREMENTS AND DATES**

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

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

### **2.2 CURRENT ACTIVITIES**

The current city activities associated with Monitoring and reporting include:

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

DOE. The City is not required to report on monitoring or studies conducted by the Regional Stormwater Monitoring Program (RSMP).

- Track the cost or estimated cost of development and implementation of the SWMP.
- Coordinate, as necessary, with other entities covered under a municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit to encourage coordinated stormwater-related policies, programs and projects within adjoining or shared areas.
- Rain garden monitoring.
- The Development Agreement for the major Master Planned Developments requires extensive water quality monitoring by the developer before, during and after construction; including a yearly review by the Water Quality Review Committee.
- The City is participating in the RSMP, the RSMP effectiveness studies, and the SIDIR.

### **2.3 PLANNED ACTIVITIES**

The City will continue with the current monitoring and reporting activities in 2017~~6~~.

## SECTION 3 –PUBLIC EDUCATION AND OUTREACH

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### **3.1 PERMIT REQUIREMENTS AND DATES**

Section S5.C.1 of the Western Washington Phase II Municipal Stormwater Permit requires the City to include an education program designed to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts. No later than February 2, 2016, the City shall measure the understanding and adoption of targeted behaviors for at least one target audience (either the General Public and Businesses; or Engineers, Contractors, Developers and Land Use Planners completed January 26, 2016).

### **3.2 CURRENT ACTIVITIES**

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

- Educating the public about the need of the stormwater utility and the collaborative effort needed from everyone in the City to improve stormwater quality within the City.
- Training on an as-needed basis, for City employees regarding illicit discharges.
- Meeting as-needed, with businesses and the general public about the hazards associated with illicit discharges and improper disposal of waste.
- Distribute illicit discharge information to target audiences through individual meetings.
- Continue to track and maintain records of public education and outreach activities.
- The City is utilizing feedback received from the education survey to determine how to educate the public regarding stormwater.
- ~~Distribute spill kits to businesses and instruct businesses how to use them.~~

### **3.3 PLANNED ACTIVITIES**

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

- ~~City staff will receive-utilize~~ feedback received from survey results ~~the residents, business owners, and property owners~~ on education efforts and will continue to evaluate the understanding of target behaviors ~~via a stormwater~~

knowledge survey. The targeted behaviors and BMPs shall measure the understanding in at least one of the following:

- ~~Yard care techniques protective of water quality.~~
- ~~Use and storage of pesticides and fertilizers and other household chemicals.~~
- ~~Carpet cleaning and auto repair and maintenance.~~
- ~~Vehicle, equipment and home/building maintenance.~~
- ~~Pet waste management and disposal.~~
- ~~LID principles and LID BMPs.~~
- ~~Stormwater facility maintenance.~~
- ~~Dumpster and trash compactor maintenance.~~
- Summarize the public education activities in the annual report.
- Educate the general public and businesses on:
  - General impacts of stormwater on surface waters.
  - Impacts from impervious surfaces.
  - Impacts of illicit discharges and how to report them.
  - Low Impact Development (LID) principles and LID BMPs.
  - Opportunities to become involved in stewardship activities.
  - The City will provide education on the City's website and articles in the City newsletter as staff time and opportunity allows.
- Encourage behavior change from the general public and businesses providing education on the City's website and articles in the City newsletter to address any or all BMPs as outlined below:
  - Use of storage of automotive chemicals, hazardous cleaning supplies, carwash soaps and other hazardous materials.
  - Equipment maintenance.
  - Prevention of illicit discharges.
  - Yard care techniques protective of water quality.
  - Use and storage of pesticides and fertilizers and other household chemicals.
  - Carpet cleaning and auto repair and maintenance.
  - Vehicle, equipment and home/building maintenance.
  - Pet waste management and disposal.
  - LID principles and LID BMPs.
  - Stormwater facility maintenance.
  - Dumpster and trash compactor maintenance.

## **SECTION 4 – PUBLIC INVOLVEMENT AND PARTICIPATION**

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### **4.1 PERMIT REQUIREMENTS AND DATES**

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

### **4.2 CURRENT ACTIVITIES**

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

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

### **4.3 PLANNED ACTIVITIES**

The City will continue with the public involvement and participation activities each year for the SWMP Plan and [will continue to make the annual report available for public review by posting it on the City website.](#)

## SECTION 5 – ILLICIT DISCHARGE DETECTION AND ELIMINATION

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### **5.1 PERMIT REQUIREMENTS AND DATES**

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

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

an effective compliance strategy, the ordinance or other regulatory mechanism may need to include the application of operational and/or structural source control BMPs for pollutant generating sources associated with existing land uses and activities where necessary to prevent illicit discharges and the maintenance of stormwater facilities which discharge into the MS4 in accordance with maintenance standards outlined in the NPDES Permit where necessary to prevent illicit discharges.

- Implement an ongoing program designed to detect and identify non-stormwater discharges and illicit connections into the City's MS4. The program shall include:
  - Procedures for conducting investigations, including field screening and methods for identifying potential sources implementing a field screening methodology appropriate to the characteristics of the MS4 and water quality concerns. Screening for illicit connections may be conducted using: *Illicit Discharge Detection and Elimination: A Guidance Manual for Program Development and Technical Assessments*, Center for Watershed Protection, October 2004, or another methodology of comparable or improved effectiveness. The City shall document the field screening methodology in the relevant annual report. Field screening for at least 40% of the MS4 shall be complete no later than December 31, 2017 and average 12% each year thereafter.
  - A publicly listed and publicized hotline or telephone number for public reporting of spills and other illicit discharges. Upon discussions with first responders, it was determined that the public should call 911 to report a spill or other illicit discharge. Responding fire and/or police will contact Public Works for assistance and reporting. Public Works can still be contacted for non-emergencies (360-886-5700 during business hours; 253-569-0525 after hours).
  - An ongoing training program on the identification of an illicit discharge and/or connection, and on the proper procedures for reporting and responding to the illicit discharge and/or connection, for all municipal field staff, who, as part of their normal job responsibilities, might come into contact with or otherwise observe an illicit discharge and/or illicit connection to the MS4. Follow-up training shall be provided as needed. City shall document and maintain records of the trainings provided and the staff trained.
  - Informing public employees, businesses, and the general public of hazards associated with illicit discharges and improper disposal of waste.
- Implement an ongoing program designed to address illicit discharges, including spills and illicit connections, into the MS4. The program shall include:
  - Procedures for characterizing the nature of, and potential public or environmental threat posed by, any illicit discharges found or reported to the City. Procedures shall address the evaluation of whether the discharge must be immediately contained and steps to be taken for the containment of the discharge.

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

## **5.2 CURRENT ACTIVITIES**

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

- Through Ordinance 09-917, city staff has the ability to intervene and stop illicit discharges, to get involved to educate those that pollute unknowingly and follow up with additional enforcement actions **if not complying with corrective actions, enforcement is not afforded.**
- City staff responsible for identification, investigation, termination, cleanup, and reporting of illicit discharges, including spills and illicit connections, shall be trained to conduct these activities. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements or staffing. The training provided and staff trained shall be documented. Four

Public Works staff members received Illicit Discharge Detection and Elimination (IDDE) training on May 9, 2013.

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

### **5.3 PLANNED ACTIVITIES**

The City will review Ordinance 09-917 to make sure it captures new Permit requirements in regards to illicit discharges.

The City will field screen a minimum of 40% of the City's outfalls for illicit connections prior to December 31, 2017 with a screening of 12% each year after (all outfalls screened prior to December 31, 2022).

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

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## **6.1 PERMIT REQUIREMENTS AND DATES**

Section S5.C.4 of the Western Washington Phase II Municipal Stormwater Permit requires the City to implement and enforce a program to reduce pollutants in stormwater runoff to the City's MS4 from new development, redevelopment and construction site activities. Specific program components are outlined below.

- The City will continue with a program to reduce pollutants in stormwater runoff from new development, redevelopment and construction site activities. This program shall be applied to all sites as determined by Section 3 of Appendix 1 of the Permit. The program shall apply to private and public development, including new roads [\(as determined in Section 3.4 of Appendix 1 of the Permit\)](#).
- The City of Black Diamond has adopted the DOE 2005 Stormwater Maintenance Manual for Western Washington (SWMMWW) to address runoff from new development, redevelopment, and construction site projects in conformance with Permit requirements. In order to comply with new requirements regarding site planning requirements; BMP selection criteria; BMP design criteria; BMP infeasibility criteria; LID competing needs criteria; and BMP limitations, the City should adopt the DOE 2012 SWMMWW [as amended in 2014 \(the 2014 SWMMWW\)](#). Adoption and implementation of the DOE 2014~~2~~ SWMMWW will meet the requirements of the Permit. The mechanism to meet these requirements shall be in place by December 31, 2016.
- The City shall have the legal authority in place by December 31, 2016, through the approval process for new development and redevelopment, to inspect and enforce maintenance standards for private stormwater facilities that discharge to the City's MS4.
- Before December 31, 2016, the City shall review, revise and make effective local development-related codes, rules, standards, or other enforceable documents to incorporate and require LID principles and LID BMPs as DOE has determined LID as the preferred and commonly-used approach to site development. The revisions are designed to minimize impervious surfaces, native vegetation loss, and stormwater runoff in all types of development situations.
- Include with the annual report, due March 31, 2017, a summary of a review and revision process in regards to requiring LID principles and LID BMPs, considering the range of issues outlined in the document, *Integrating LID into Local Codes: A Guidebook for Local Governments* published by the Puget Sound Partnership in 2012. The summary shall be organized as follows:

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

## **6.2 CURRENT ACTIVITIES**

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

- The City review and inspection staff ~~has reviewed and~~ will continue to review the DOE 201~~4~~2 SWMMWW.
- The City conducts construction and stormwater site inspections during the pre-construction and construction phases.
- The City has implemented a permitting process with plan review, inspection and enforcement capability for both private and public projects for compliance with the 2005 SWMMWW and the Master Planned Development (MPD) agreements. This program applies to all sites as determined by Section 3 of Appendix 1 of the Permit.
  - Adherence to the 2005 SWMMWW will be replaced upon adoption of the 2014 SWMMWW.
- The City reviews stormwater site plans for proposed development activities.
- The City inspects, prior to clearing and construction, all known development sites that have a high potential for sediment transport.
- The City inspects all known permitted development sites during construction to verify proper installation and maintenance of required erosion and sediment controls. The City will enforce as necessary based on the inspection.
- The City inspects all permitted development sites upon completion of construction and prior to final approval or occupancy to ensure proper installation of permanent stormwater controls such as stormwater facilities and structural BMPs. Also, the City will verify a maintenance plan is completed and responsibility for maintenance is assigned. Enforcements will be made, as necessary, based on the inspection.
- The City must perform at least 80% of scheduled inspections in order to achieve Permit compliance. Staff schedules all inspections through the City's PermitTrax software and records of inspections are maintained in PermitTrax

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

- The City implements an enforcement strategy to respond to issues of non-compliance.
- The City implements a long-term O&M program for private post-construction stormwater facilities and BMPs.
- Annual inspections (reduced if the City provides records and/or statements to DOE justifying a reduced schedule for specific facilities) of all stormwater treatment BMPs/facilities that were permitted by the City, including those permitted since 2007.
- Inspections of all permanent stormwater treatment and flow control BMPs/facilities and catch basins in new residential developments every six months until 90% of the lots are constructed (or when construction is stopped and the site fully stabilized) to identify maintenance needs and enforce compliance with maintenance standards as needed.
- Enforceable mechanism in place that clearly identifies the party responsible for maintenance, requires inspection of facilities, and establishes enforcement procedures.
- The City ensures that all staff responsible for implementing the program to control stormwater runoff from new development, redevelopment, and construction sites, including permitting, plan review, construction site inspections, and enforcement, are trained to conduct these activities. The City has three Certified Erosion and Sediment Control Leads (CESCL) on staff and two Certified Stormwater Inspectors trained by the NPDES National Stormwater Center.
- Copies of the DOE's "Notice of Intent for Construction Activity" and "Notice of Intent for Industrial Activity" are available to representatives of proposed new development and redevelopment.
- Activities for the "Controlling Runoff from New Development, Redevelopment and Construction Sites" component of the annual report will be summarized annually, beginning in the annual report due March 31, 2015.
- In addition to the above requirements and with the TMDL for phosphorus on Lake Sawyer, City staff (and/or King County, and/or citizen volunteers) takes water quality samples at Lake Sawyer.
- The City has used the DOE 2005 SWMMWW and the Lake Sawyer TMDL in the Development Agreement for the major MPDs in Black Diamond.

### **6.3 PLANNED ACTIVITIES**

The City has a program to help reduce stormwater runoff from new development and construction sites. City staff ~~has reviewed the changes from the DOE 2005 SWMMWW to the~~ will implement the DOE 201~~42~~ SWMMWW to ~~be ready to~~ maintain compliance ~~as Permit requirements have been modified.~~ Actions that are recommended include:

- Update and implementing process codes, fees and standards as necessary and as identified needs arise.

- Determine staff training needs and develop training strategies as updates to Permit requirements are implemented by DOE.
- City shall review and adopt the DOE 2014~~2~~ SWMMWW or equivalent manual. Adoption and implementation of the DOE 2014~~2~~ SWMMWW will meet the requirements of the Permit. The mechanism to meet these requirements shall be in place by December 31, 2016 (public hearing scheduled for October 6, 2016).
- The City shall have the legal authority in place by December 31, 2016, through the approval process for new development and redevelopment, to inspect and enforce maintenance standards for private stormwater facilities that discharge to the City's MS4.
- Before December 31, 2016, the City shall review, revise and make effective local development-related codes, rules, standards, or other enforceable documents to incorporate and require LID principles and LID BMPs as DOE has determined LID as the preferred and commonly-used approach to site development. The revisions are designed to minimize impervious surfaces, native vegetation loss, and stormwater runoff in all types of development situations (in process, public hearing scheduled for November 3, 2016).

## **SECTION 7 –MUNICIPAL OPERATIONS AND MAINTENANCE**

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### **7.1 PERMIT REQUIREMENTS AND DATES**

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

- Establish maintenance standards that are as protective, or more protective, of facility function that those specified in Chapter 4 of Volume V of the DOE 2014~~2~~ SWMMWW by December 31, 2016. The purpose of the maintenance standard is to determine if maintenance is required and is not a measure of the facility's required condition at all times between inspections.
- Annual inspection of all municipally owned or operated permanent stormwater treatment and flow control facilities and taking appropriate maintenance actions. Inspection frequency may be reduced as outlined in Section S5.C.5.b of the Permit.
- Spot checks of potentially damaged permanent treatment and flow control facilities after major storm events (10 year storm).
- Inspection of all catch basins and inlets owned or operated by the City at least once before August 1, 2017 and once every two years thereafter. The City is developing an inspection and maintenance schedule for each catch basin and inlet as some catch basins will not need inspections as frequently and other catch basins will need to be inspected and maintained more frequently than required by the Permit to ensure functionality. Reduced inspections will be in accordance with Section S5.C.5.d.i of the Permit.
- Establish and implement policies and procedures to reduce pollutants in discharges from all lands owned or maintained by the City, including but not limited to: streets, parking lots, roads, highways, buildings, parks, open space, road right-of-way, maintenance yards, and stormwater treatment and flow control BMPs/facilities.
- Implement an on-going training program for City staff whose construction, operations or maintenance job functions may impact stormwater quality.
- Continue to implement a Stormwater Pollution Prevention Plan (SWPPP) for all heavy equipment maintenance or storage yards, and material storage facilities owned or operated by the City.
- Keep records of inspections and maintenance or repair activities.

### **7.2 CURRENT ACTIVITIES**

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

- The City has a program for catch basin inspections with the most recent inspections occurring in 2015.
- The City has completed a site assessment of City facilities, including the fire station, the police station, the public works facility, and the water reservoir and pump station.
- The City inspects City owned stormwater treatment facilities ~~and continues to adapt the inspection criteria as identified in the DOE 2005 SWMMWW. The City and~~ will adapt inspections and inspection criteria as identified in the DOE 2014~~2~~ SWMMWW.
- The City has trained employees whose construction, operations or maintenance job functions may impact stormwater quality in the implementation of BMPs that will reduce or eliminate pollution from entering the MS4 from City facilities or operations.
- The City has established maintenance standards that are as protective as those specified in the 2014~~05~~ SWMMWW.
  - ~~Before December 31, 2016, the City will need to establish maintenance standards that are as protective as those specified in the 2012 SWMMWW. The purpose of the maintenance standard is to determine if maintenance is required. The maintenance standard is not a measure of the facility's required condition at all times between inspections. Exceeding the maintenance standard between the period of inspections is not a permit violation. (in process)~~
- The City performs maintenance within required timeframes when an inspection identifies an exceedance of the maintenance standard. For each exceedance of the required timeframe, the City will document the circumstances and how they were beyond the City's control.
- The City annually inspects all municipally owned or operated permanent stormwater treatment and flow control facilities and maintains facilities according to the adopted maintenance standards.
- The City performs maintenance on City ponds and BMPs within required timeframes when an inspection identifies a maintenance standard has been exceeded. For each violation of the required timeframe, the City documents the circumstances and how they were beyond their control, and submits documentation to DOE.
- After major storm events (classified as a 10-year storm), the City conducts spot checks of potentially damaged stormwater facilities.
- The City implements practices to reduce stormwater impacts associated with runoff from streets, parking lots, roads or highways owned or maintained by the City, and road maintenance activities conducted by the City.
- Procedures are in place to reduce pollutants in discharges from all lands owned or maintained by the City and subject to this Permit, including but not limited to: parks, open space, road right-of-way, maintenance yards, and stormwater treatment and flow control facilities. Procedures include:
  - Proper application of fertilizer, pesticides, and herbicides

- Sediment and erosion control (the City has three CESCLs on staff)
- Proper landscape maintenance and vegetation disposal
- Proper trash management
- Proper maintenance and cleaning of City buildings
- City employees, whose construction, operations or maintenance job functions may impact stormwater quality, receive training on an as-needed basis.
- SWPPPs are in place for all heavy equipment maintenance or storage yards, and material storage facilities owned or operated by the City in areas subject to this Permit that are not required to have coverage under the Industrial Stormwater General Permit. The latest update to the SWPPP for the Public Works Maintenance Facility was completed in October, 2015~~3~~.
- Tracking and documentation methods, along with procedures associated with inspection, maintenance or repair activities, are being utilized by City staff.
- The washing of City vehicles and large equipment is performed at the City's equipment washing facility at the City's maintenance site. Staff using the facility is trained prior to use in accordance with standard operating procedures for the facility.

### **7.3 PLANNED ACTIVITIES**

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

- The City tries to sweep arterial and collector streets at least twice per year as budgets and schedules allow.
- Street waste is disposed of according to BMPs.
  - ~~The 2012 SWMMWW does give guidance in the handling of street sweepings.~~ The City will use this guidance from the 2014 SWMMWW to determine how to handle stockpiled sweepings.
  - Clean soil and compost materials will be mixed and reused in the City, where needed, and in accordance with BMPs.

**BLACK DIAMOND SPECIAL JOINT  
CITY COUNCIL/PLANNING COMMISSION MEETING MINUTES  
July 12, 2016**

**CALL TO ORDER, FLAG SALUTE:**

Mayor Benson called the special joint meeting of the Council and Planning Commission to order at 6:16 p.m. and led us all in the Flag Salute.

**ROLL CALL:**

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

**ABSENT:** None

Staff present: Barbara Kincaid, Community Development Director and Brenda L. Martinez, City Clerk.

**WORK SESSION:**

**City's Comprehensive Plan Update – Land Use Element Continuation**

Community Development Director Kincaid reported that tonight's special joint work session is a continuation from the last joint meeting on review of the land use element of the Comprehensive Plan update. She also noted bringing the appendix tonight and will review the highlights of it.

She discussed Table 5.1 which is the chart for the land use categories next to the zoning district that shows designations, densities, and acreage. Table 5.2 shows historic, existing, and future projected City population totals and densities. There was discussion on the need to rewrite units to mean people rather than units.

Ms. Kincaid discussed the difference between the land use and zoning maps. She added this is not a pro-growth plan and we need to be realistic and relay what we know to the state.

**5.6.5 Commercial**

Ms. Kincaid referred to the City's official land use map and discussed the different type of designations. She discussed the area around Black Diamond road and near SR 169 has a mixed use designation, however the City never adopted a mixed used zone so we need to decide what to do with this. She noted all three categories are essentially a mixed use

(Town Center, Community, and Neighborhood). She outlined where each category can be found on the map.

After a lengthy discussion, it was determined that the area referred to as the “north triangle” in Lawson Hills should be designated Community Commercial, the adjoining rectangle that is part of the Villages MPD should be shown as Medium Density Residential (MDR-8) on the eastern strip that is shown as High Density Residential on the Villages Land Use Map since it is possible to achieve the desired density under MDR-8. The west side of the adjoining rectangle, shown as commercial/office/retail on the Villages Design Concept and Land Use Plan map should be designated as Community Commercial. For the area in the Villages on both sides of the Auburn-Black Diamond Road where it shows commercial/office/retail on the north side of the road and mixed-use on the south side of the road, the land use designation should be Neighborhood Commercial to fit the intent of the plan to have a village center with local retail/commercial businesses with residential.

### Designation Criteria

**Policy LU-59:** Retain and enhance the existing commercial areas while providing sites large enough to accommodate significant commercial uses. **Ok as written.**

**Policy LU-60:** Provide day-to-day retail goods and services within walking distance of most residential neighborhoods. **Ok as written.**

**Policy LU-61:** Encourage well-planned, coordinated commercial development within the SR 169 area and discourage strip retail development. **Strike “discourage strip retail development” and after and add “meet the City’s adopted design standards for the gateway overlay district”.**

**Policy LU-62:** Prioritize funding of infrastructure and community enhancement projects in the Town Center to encourage redevelopment and investment in this area. **Ok as written.**

**Policy LU-63:** **Strike this policy.**

**Policy LU-64:** The Town Center area should include a mix of residential, civic, retail, commercial, office, entertainment, services and hospitality services (inns and meeting centers). **Strike (inns and meeting centers).**

**Policy LU-65:** **Merge 64 and 65.**

**Policy LU-66:** **Strike this policy.**

**Policy LU-67:** **Strike this policy.**

**Policy LU-68:** **Ok as written.**

### 5.6.6 Public

**Policy LU-69:** **Ok as written.**

Policy LU-70: Ok as written.

Policy LU-71: Public building should fulfill their role as gathering areas and community resources. **Need to add the words “and spaces” after the word “buildings”.**

## 5.7 Regional Coordination

Land Use Goal: Ok as written.

Policy LU-72: Ok as written.

Policy LU-73: Ok as written.

Policy LU-74: Coordinate with other governmental jurisdictions to site, when necessary, essential public facilities that are typically difficult to site and which are necessary to meet the needs of the City's present and future growth. **Change to say “regions growth”.**

Policy LU-75: Ok as written.

Policy LU-76: Ok as written.

## 5.8 Open Space

Policy LU-77: **Need to add a policy on working with King County.**

Policy LU-78: Integrate all significant natural areas (wetlands, streams, steep slopes, geologic hazards, and 100-year floodplains) into the open space overlay. **Change to flood hazard areas and strike 100 year flood plain.**

Policy LU-79: Use the open space system to protect surface and groundwater quality.

Policy LU-80: Ok as written.

Policy LU-81: Ok as written.

Policy LU-82: Ok as written.

Policy LU-83: Encourage the preservation and protection of open space through a variety of approaches that respect the landowner's commitment to the property, including TDR, open space tax incentives, cluster development, public land acquisition, conservation easements, and other public and private initiatives. **Strike “that respect the landowner’s commitment to the property”.**

Policy LU-84: Develop a stewardship plan for open space. A stewardship plan would identify techniques and ways to maintain and enhance the active and passive open space areas (that lie outside the protected environmentally sensitive areas).

The stewardship plan may rely on community involvement to implement the plan.  
Say “Encourage the development of” and strike “Develop”.

**Policy LU-85:** Regularly review the Black Diamond Area Open Space Protection Agreement approved in 2005 and will actively investigate and enforce any violations of the agreement. Add “to ensure compliance of the agreement” after “2005” and strike “and will actively investigate and enforce any violations of the agreement”.

**Policy LU-86:** Add working in a policy to identify new opens spaces and map them. Also add language referring to a Figure X-X.

## 5.8 Shoreline Management

No changes

Ms. Kincaid thanked everyone for their input tonight.

### ADJOURNMENT:

A **motion** was made by Commissioner Ambur and **seconded** Councilmember Deady to adjourn the meeting. Motion **passed** with all voting in favor.

The meeting was adjourned at 8:29:36 p.m.

ATTEST:

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Carol Benson, Mayor

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Brenda L. Martinez, City Clerk

**BLACK DIAMOND CITY COUNCIL MINUTES**  
**July 21, 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, Edelman, Weber and Pepper.

**ABSENT:** None

Staff present: Seth Boettcher, Public Works Director; Mayene Miller, Finance Director; Kevin Esping, Facilities Coordinator; Megan Ross, Police Officer; David Linehan, City Attorney, and Brenda L. Martinez, City Clerk

**APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:**

Mayor Benson announced attending the Black Diamond/Maple Valley Chamber Wacky and Wild Golf Tournament along with Councilmember Deady and her husband. She reported they won first place for having the best decorated golf cart and were awarded a trophy. She also gave credit to Councilmember Deady's family for their help on the design.

Councilmember Pepper asked for the floor. A point of order was called and Mayor Benson ruled out of order. Councilmember Pepper appealed the decision asked the Chair what was the decision. Mayor Benson again called her out of order. Councilmember Pepper asked to please state the point of order and appealed the decision of the Chair. Councilmember Morgan seconded the appeal and Mayor Benson ruled out of order.

**CONSENT AGENDA:**

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to approve the Consent Agenda.

A **motion** was made by Councilmember Morgan to not approve the Consent Agenda as we need to hear from the public first. Motion **died** due to lack of second.

Motion **passed** 3-2 (Morgan, Weber). The Consent Agenda was approved as follows:

- 1) **Claim Checks** – July 21, 2016 - No. 43712 through No.43759 and EFTs in the amount of \$161,913.56
- 2) **Minutes** – Tri-City Council Meeting of May 4, 2016

A **motion** was made by Councilmember Pepper to amend the motion to not approve the consent agenda until we have a substitute agenda as the agenda she distributed to the Council which was created in accordance with the Council rules and the Clerk and Mayor were notified of the needed changes and was emailed to the Council on Tuesday. Mayor Benson called her out of order. Motion **died** due to lack of second.

Mayor Benson noted the agenda is illegal and Council can add or remove items from the agenda, but not substitute an agenda.

Councilmember Pepper appealed the decision of the chair.

### **PUBLIC COMMENTS:**

Ginger Passerelli, Black Diamond commented on the Soup Ladies representing Black Diamond in Dallas where the five police officers were killed in the line of duty. She noted they served close to 3,000 meals during the nine days they were there. While there she asked for a list of fire departments who responded to the tragedy. She noted the City's Fire Department District 44 overnighted a t-shirt and badges from their department and when she arrived at the first fire station she realized it was Station 44 and presented these to that department. She also commented that while she loves to represent this wonderful community the behavior at this meeting breaks her heart.

Councilmember Edelman thanked Mrs. Passerelli for all she is doing.

Angelina Taylor, Port Orchard discussed the pulling of the DKS and Yvonne Ward vouchers on both agendas. She noted these are services that have already been rendered. She also discussed the Talmadge bill.

Colin Lund, OakPointe briefed Council on the progress of the MPDs and where they are at. He noted Goodfellow Brothers is the primary contractor and they are doing a great job. He highlighted the projects that are currently being worked on and added they have a refreshed website [www.inblackdiamond.com](http://www.inblackdiamond.com) and on it is a place to sign up to receive their newsletter. He also added that if anyone has any issues or concerns to please give him a call and if any Councilmember would like a one on one tour he'd be happy to set one up.

Robbin Taylor, Black Diamond commented on the use of committees. She noted there being committee meetings on July 20 and wondered how those meeting were noticed. She stressed that no one knew there were committee meetings on the 20th where three councilmembers were present.

Brock Deady, Black Diamond commented on appreciating the update from OakPointe and as a citizen would like to hear more updates. He agreed with Robbin Taylor's comments and would have like to have been invited to the committee meetings on the 20<sup>th</sup>.

Darrell Bryant, Black Diamond urged Council to consider approving the Labor Days Special Event Permit tonight. He noted this event has been here for over 100 years and it would be a shame to have it go committee.

Judith Carrier, Auburn commented on what is happening in our country and what is happening in the Council Chambers and discussed certain items on the voucher registers.

Melissa Ogsbee, Black Diamond encouraged Council to keep the Labor Day celebration on the agenda as it is a timely matter. She noted the 12 committee members have worked really hard on this event for the last nine months. It takes approximately \$15,000 to run this event and so far they have raised \$9,000 in donations. They have spent \$2,500 on insurance for the parade which is non-refundable and again she encouraged Council to keep this item on the agenda and let the community come together and enjoy each other and have fun.

**PUBLIC HEARINGS: None**

**UNFINISHED BUSINESS:**

**DKS Claim Voucher**

Councilmember Pepper asked for the floor and called Point of Order. Mayor Benson called her out of order as she has not been recognized to speak. Councilmember Pepper appealed the decision of the Chair. Mayor Benson again ruled her out of order. Councilmember Morgan seconded Councilmember Pepper's appeal. Mayor Benson ruled her out of order. Point of Order was called for by Councilmember Edelman. Mayor Benson continued to call Councilmember Pepper out of order.

Mayor Benson called a five minute recess at 7:28 p.m. The meeting was called back to order at 7:34 p.m. and noted the next item on the agenda is the DKS Claim Voucher.

Councilmember Weber commented that this item was voted down at another meeting and doesn't understand why it is back on the agenda. He noted there not being a contract with DKS and would like to table this item.

Discussion began between Councilmembers on this item and Councilmember Weber noted being concerned that the city did not have a direct contract with DKS as the contract was with BergerABAM and the responsibility lies with BergerABAM.

City Attorney Linehan was asked if the City had a contract with BergerABAM would that constitute a contract with DKS who was a subconsultant. He stated he would need to review the contract with BergerABAM and did say that typically once the city has received the benefit of services provided, whether there is or is not an expressed contract, there is an unjust enrichment claim that can be made against the City for unjustly being enriched by being the recipient of services for which it has not paid.

Councilmember Weber asked Attorney Linehan how that works as far as the municipal code. Does one override the other? Attorney Linehan stated what's in the municipal code is an entirely separate matter from whether or not there is a liability to a third party resulting from the City's receipt of services without paying for them.

Discussion continued amongst Councilmembers on this item regarding postponing, contract with BergerABAM, supporting documentation and the work product the city received.

Councilmember Pepper read Council Rule 7.2.8 regarding tabling of an item.

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Morgan to postpone this item to the August 4<sup>th</sup> regular Council meeting.

Discussion continued with the focus being on why this item needs to be postponed.

**Vote:** Motion passed 3-2 (Edelman, Deady).

#### **Yvonne Ward Claim Voucher**

Councilmember Weber discussed asking for some information from the City on this matter. He noted he did get most of the information he requested. He also noted his request for all correspondence with Ms. Ward was turned into a PDR which will take 20 or more business days for a response. He stated he would like to go through the invoice in detail to see if the City got what we paid for.

Council discussion continued on this item.

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Morgan to postpone this item to the August 4<sup>th</sup> regular Council meeting. Motion passed 3-2 (Edelman, Deady).

#### **Resolution adopting the 2017-2022 Six Year Transportation Improvement Plan (TIP) for the City**

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to adopt the resolution adopting the Six Year Transportation Improvement Plan (TIP).

There was Council discussion regarding not having specifics to the proposed projects and no connectors. Councilmember Weber noted there are still some questions out there that he has.

**Vote:** Motion failed 2-3 (Morgan, Weber, Pepper).

Community Development Director Kincaid cautioned Council not to confuse the maps from the incomplete work from DKS as the TIP is using current information from the current comprehensive plan and that is why you update the TIP and Comprehensive Plan yearly so they are consistent.

#### **Resolution authorizing a contract with DKS Associates**

Community Director Kincaid thanked Council for reconsidering this contract. She noted this resolution authorized the Mayor to enter into a not to exceed contract with DKS for the transportation element of the Comprehensive Plan. She highlighted the seven tasks associated with this contract and recommended that Council not spend the money on the last task regarding attendance at hearings.

There was Council discussion on this item.

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to adopt the resolution authorizing the Mayor to execute a contract with DKS for the transportation element of the Comprehensive Plan and deleting task 7 from the scope of work as recommended by Ms. Kincaid.

**Vote:** Motion failed 2-3 (Morgan, Weber, Pepper).

#### **NEW BUSINESS:**

#### **Resolution authorizing a services contract with Kenyon Disend, PLLC**

Mayor Benson stated that by law the City is required to have a City Attorney. She added this item was voted down before, however the City needs to have an attorney and that attorney needs to be confirmed by the Council.

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to adopt the resolution authorizing the Mayor to execute a services agreement with Kenyon Disend, PLLC.

There was discussion between Councilmembers on this item and an inquiry was made on where the legal services budget is at currently for 2016.

**Vote:** Motion failed 2-3 (Morgan, Weber, Pepper).

#### **Resolution approving the Labor Days Special Event Permit**

Community Development Director Kincaid reported Black Diamond Municipal Code states that a special event application for a multiple day event must be approved by Council. She noted this is a city sponsored event. The Labor Days committee has fulfilled all the responsibilities as provided for in code and the event will take place in the same area as in

the previous years. She invited Melissa Oglisbee to talk about this year's event and asked Council to support staff's recommendation of approval.

Ms. Oglisbee discussed the lineup for this year's event and urged Council to consider approving the permit tonight.

Discussion ensued between Councilmembers on the paperwork for this year's permit.

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to approve the Labor Days special event permit.

Discussion continued between Councilmembers on why there is a need to wait to approve this item.

Point of order was called for and Mayor Benson ruled Councilmember Morgan out of order.

Mayor Benson called a five minute recess at 8:48 p.m. The meeting was called back to order at 8:53 p.m.

**Vote:** Motion failed 2-3 (Morgan, Weber, Pepper).

#### **EXECUTIVE SESSION:**

At 9:00 p.m. Mayor Benson announced a fifteen minute executive session to discuss with legal counsel eminent domain litigation as allowed under RCW 42.30.110(1)(c) and (1)(i) with no action to follow. Mayor Benson announced a five minute extension.

The meeting was called back to order at 9:20 p.m.

**DEPARTMENT REPORTS: None**

#### **MAYOR'S REPORT:**

Mayor Benson announced that she and Councilmember Deady attended the AWC Conference in Everett; attended SCA networking dinner, Chief for a Day fundraiser, Chamber's Wild and Wacky golf tournament; met with Les Burberry (new Maple Valley Councilmember) and he is looking into the future on SR169 projects and funding for these with King County.

#### **COUNCIL REPORTS:**

Councilmember Deady discussed the AWC Conference she and the Mayor attended; reported receiving her Certificate for Municipal Leadership Training Program; attended SCATBd meeting; met with Finance Director Miller on vouchers; attended Public Safety

meeting, Miners Day festival, and Chief for a Day fundraiser; noted running the free kids booth station at the Farmer's Market every Friday; served soup at Joint Base Lewis McCord as a Soup Lady.

Councilmember Morgan – no report.

Councilmember Edelman discussed the Chief for a Day fundraiser and noted that over \$1,800 was raised. She discussed the AWC Conference and the Councilmembers having a training budget and this budget was used for the Mayor's and Councilmember's Deady attendance.

Councilmember Weber commented on the Soup Ladies being an awesome group and appreciated that they are from Black Diamond; inquired about the new location of the Farmer's Market and wondered how it is working out.

Councilmember Pepper noted she would like to see a sign for the gym so people are aware the City has one and its location. She also noted participating in the 5K run on Miners Day.

#### **ATTORNEY REPORT:**

City Attorney Linehan reported working hard with the Public Works and Community Development departments on projects. He also reported working with the Police and Administration on public record requests. He discussed it being very helpful for Council to think about the kinds of legal issues that might come up on an item on the agenda and to ask the attorney prior to the meeting. He noted this helps legal counsel do a thorough analysis so he can give good legal advice rather than off the cuff at the meeting which will be vague. He also added he can respond with that communication having attorney-client privilege.

#### **PUBLIC COMMENTS:**

Angelina Taylor handed a public records request to the Clerk. She personally apologized to all the police and first responders in regards to a speaker comparing events here tonight with those happening in Texas and Baton Rouge. She discussed the Labor Days event not costing the city a dime, she questioned the hiring of an attorney from Bainbridge Island; she also noted the three councilmembers could be sued for voting the voucher items down.

Leslie Coulee, Black Diamond stated that she is on the Labor Days Committee and being here tonight regarding the special event permit. She also commented on how the room emptied after the action of Council voting that item down.

Robbin Taylor, Black Diamond commented on the insurance for the Labor Days parade being non-refundable and the city not paying anything for this event. She discussed the dismissal of the Edelman lawsuit, the firing of Carol Morris and the Talmadge contract being signed before there was Council action on it.

**ADJOURNMENT:**

A motion was made by Councilmember Deady and **seconded** by Councilmember Weber to adjourn the meeting. Motion passed with all voting in favor (5-0). Meeting ended at 9:49 p.m.

ATTEST:

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Carol Benson, Mayor

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Brenda L. Martinez, City Clerk

DRAFT

## BLACK DIAMOND CITY COUNCIL MINUTES

August 18, 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, Edelman, Weber and Pepper.

**ABSENT:** None

Staff present: Seth Boettcher, Public Works Director; Andy Williamson, Interim Community Development Director/MDRT/Ec Dev Director; Jamey Kiblinger, Police Chief; Mike Kenyon, City Attorney; Peter Altman, City Labor Attorney and Brenda L. Martinez, City Clerk.

At 7:00:39 p.m. Mayor Benson announced the Council would be going into an executive session as allowed by RCW 42.30.140(4) to discuss collective bargaining with City Labor Attorney Altman. The executive session was anticipated to last 30 minutes with no final action following the session.

At a ten minute extension was announced 7:30 p.m.

The meeting was called back to order at 7:40:07 p.m.

### APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Mayor Benson announced she received a letter from Gomer Evan's sister and read an excerpt. The whole letter is attached and incorporated into the minutes. She instructed the City Clerk to email a copy of it to the Councilmembers.

A **motion** was made by Councilmember Deady and **seconded** by Councilmember Edelman to move the consent agenda to be after public comments. Motion **passed** with all voting in favor 5-0.

### PUBLIC COMMENTS:

Peter French, Bonney Lake commented that he works for the Enumclaw School District and noted being one of the project managers for the Black Diamond Elementary School project. He read a statement from Superintendent Mike Nelson into the record as Mr. Nelson was unable to attend. This statement is attached and incorporated into the minutes.

Judy Goodwin, Black Diamond commented on the resolution before Council regarding the Traffic Mitigation Agreement with the Enumclaw School District. She noted supporting this resolution and urged Council to support the kids and pass it tonight.

Brock Deady, Black Diamond announced that his wife Councilmember Tamie Deady was named Civil Servant of the Year for Black Diamond. He highlighted the volunteer work she does around the Community.

Melody Mann, Black Diamond asked about the TBD fee and wondered if other money could be used to fund streets. She also asked if people had a say in this fee and inquired as to what projects the money will fund. She stated not being able to afford this fee and not being able to afford the front end alignments due to the shape of our roads and wondered where she could bill that to.

Robbin Taylor, Black Diamond discussed the Six Year Transportation Improvement Plan and the schedule of when it has been before Council and the actions taken on it. She also discussed the ramifications for not passing this plan and the need for Council to get work done for the City.

Kristen Bryant, Bellevue discussed making comments before Council on the Six Year Transportation Improvement Plan. She noted her comments were that there wasn't a clear and detailed breakdown of some of the projects that had multiple funding sources and it might be relevant to identify Transportation Benefit District money; there was not a lot of background information provided in an easy and accessible format to the public that led to how that TIP was put together. She also noted not seeing anything that has addressed that comment. She then read a prepared written statement into the record regarding the voluntary traffic mitigation agreement which is attached and incorporated into the minutes.

Judith Carrier, Auburn discussed enjoying the Labor Day celebration in Black Diamond for over 50 years. She noted attending the July 21 Council meeting and the Council needing to know that what they approve is best for the City. She commented on three Councilmembers expressing appreciation for the Labor Day Committee and volunteers. She discussed key documents not being available to Councilmembers on the 21<sup>st</sup> and noted that finally on July 29<sup>th</sup> a packet of information came to only one member of the Council for this event. She then discussed the schedule of approval for fire review, WSDOT review and the three separate permits that were issued on the 25<sup>th</sup>. She added these were not necessary and may be illegal. She discussed when things go to committee they are there for review and to ask questions so members know what they are approving. She asked how many times the Labor Day permit has come before Council and noted this permit has never come before Council, however it did come before Council on the 21<sup>st</sup>.

## **CONSENT AGENDA:**

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to adopt the Consent Agenda.

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Morgan to amend the motion to pull out check number 43820 (Kenyon Disend claim voucher) and the meeting minutes of July 21 and August 7 and have them placed under new business for discussion.

There was discussion between Councilmembers as to why these items were being pulled from the consent agenda and placed under new business for discussion.

**Vote:** Amended motion **passed** 3-2 (Edelman, Deady). Main motion as amended **passed** 5-0. The Consent Agenda was approved as follows:

- 1) **Claim Checks** – August 18, 2016 - No. 43800 through No. 43849 and EFTs in the amount of \$107,019.69 (Excluding check number 43820 -Kenyon Disend voucher)
- 2) **Payroll** – July 31, 2016 – No. 19175 through No. 19193 (voids 18773, 18795, 18829, 19183, 19188) and EFTs in the amount of \$268,305.28

**PUBLIC HEARINGS: None**

**UNFINISHED BUSINESS: None**

## **NEW BUSINESS:**

### **Resolution regarding Voluntary Traffic Mitigation Agreement with Enumclaw School District**

Public Works Director Boettcher discussed being very busy with this project and highlighted the actions that have taken place on the project. He stated now that we approved SEPA we need to resolve the traffic issue. The City has reviewed and accepted a proposed pro rata share traffic and safety mitigation contribution proposed by the school district and supported by their transportation technical report. He noted as the appointed professional engineer for the City and fulfilling authority of his role he has reviewed the methodology of the proposal, the equitability, the nexus to the affected intersections and the proportionality of what is proposed. He stated his role is to assess and determine that concurrency requirements have been met as well as in concert with the Planning Director and evaluation of the impacts through SEPA. He noted this being a common type of agreement to address traffic mitigation which allows the school district to move forward with their project and pay a pro rata share of the equitable fix of four intersections. He encouraged Council support so they could move forward on the school project.

Councilmember Edelman encouraged passage of this resolution tonight.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to table this to the Growth Management Committee.

There was discussion among Councilmembers and staff on this issue with the focus being the information before Council, the role of staff, who determines concurrency, the action before Council, the project schedule, questions Councilmembers may have, timing of this issue coming before Council, and the use of committees for items before Council.

City Attorney Kenyon asked for a 10 minute executive session on potential litigation as authorized by RCW 42.30.110(1)(i).

At 8:36 p.m. the Mayor recessed the meeting for an executive session. Mayor Benson, Councilmember Deady and Councilmember Edelman attended the executive session. Councilmembers Morgan, Weber and Pepper declined to attend the executive session. City Attorney Kenyon re-entered the Chambers and individually asked Councilmembers Morgan, Weber and Pepper if they would like to participate in the executive session and again they declined.

Mayor Benson called the meeting back to order at 8:46 p.m.

A **motion** was made by Councilmember Deady and **seconded** by Councilmember Edelman to authorize the Mayor to execute an agreement with the Enumclaw School District for contribution to improvements at four intersections impacted by the new Black Diamond Elementary School Project.

Councilmember Pepper stated to the Chair that there is already a motion and second on the floor. City Attorney Kenyon confirmed that there was a pending motion to table before the executive session and there should be a vote on that motion unless that motion was ruled out of order which he hadn't heard. Mayor Benson ruled the previous motion to table out of order as there are no Council committees.

Councilmember Pepper appealed the decision of the Chair and was ruled out of order.

Councilmember Edelman called the question.

City Attorney Kenyon clarified for the record that the motion to table was ruled out of order by the presiding officer and given that, that motion is no longer on the floor. The motion on the floor is a motion to authorize the Mayor to execute the Traffic Mitigation Agreement and that's what Council is voting on now.

Vote: Motion **passed** 4-1 (Morgan).

#### **Kenyon Disend Claim Voucher**

Councilmember Weber discussed being concerned that the contracts being authorized by the Mayor under her \$15,000 authority are serial contracts and circumventing the hiring of a full time Attorney. Mayor Benson noted she has the authority to hire the City Attorney and state law requires the City to have an attorney and if Council won't approve the contract she can approve them over and over as it's required by law.

Councilmember Weber noted bringing this issue up before when discussing building permitting and noted the Mayor had the authority to do a contract and the Mayor's response back was to call a special meeting. He added if he understands correctly (needs to go back and look at the email) that according to the state auditor that's kind of a red flag when you are continually doing serial contracts. Mayor Benson commented that she had a conversation with the state auditor on this and it is ok as the City has to have an attorney.

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Pepper to pay claim check #43820 for Kenyon Disend in the amount of \$15,126.54. Motion **passed** 4-1 (Morgan).

#### **Minutes of July 21, 2016 and August 4, 2016**

Councilmember Pepper discussed pulling the minutes of August 4<sup>th</sup> and July 21 as two citizens reached out concerned that their public comments were not reflected as accurately as they could be.

There was Council discussion on the August 4<sup>th</sup> minutes.

A **motion** was made by Councilmember Weber to postpone approval of these minutes until the next regularly scheduled meeting and give time to go back and listen to the audio.

There was Council discussion on the July 21<sup>st</sup> minutes.

Councilmember Weber **withdrew** his motion.

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Pepper to amend the August 4<sup>th</sup> minutes to include the two emails for those citizens. Motion **passed** with all voting in favor 5-0.

A **motion** was made by Councilmember Morgan and **seconded** by Councilmember Weber to postpone action on the July 21<sup>st</sup> minutes to the next regular Council meeting on September 1, 2016. Motion **passed** 3-2 (Edelman, Deady).

#### **DEPARTMENT REPORTS:**

**Police** - Chief Kiblinger distributed and reviewed with Council the Black Diamond Police Department Report/Update for August 2016.

**Community Development** – Interim Community Development Director Williamson reported on the Tough Mudder event that is coming to the City. He noted the special event permit will be coming before Council at their September 1<sup>st</sup> meeting and distributed information to Council regarding this event. He urged Council to call him with any questions they may have as there is a need for Council action at the meeting on September 1<sup>st</sup>.

In addition, Mr. Williamson distributed the DKS claim voucher along with the information requested during the last Council meeting by Councilmember Morgan and the agreement of Council if he brought the requested information forward, Council would approve the payment. He noted following Council's direction and stated he is hopeful that there will be Council action on this tonight.

Councilmember Weber noted appreciating taking Councilmember Morgan's and his suggestion and asked if this action needed to be done by resolution. City Attorney Kenyon stated there is no legal requirement to have it approved by resolution – it can be done by a motion.

Councilmember Morgan commented on wanting to make sure that the spending authority of the Mayor applies in the future.

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Edelman to take the DKS Voucher off the table and approve payment. Motion **passed** with all voting in favor 5-0.

#### **MAYOR'S REPORT:**

Mayor Benson reported that Judge Dane will be attending the next Council meeting to give an update on the Court. She also reported attending the SCATBd meeting, one year celebration of life for Greg Goral. She discussed attending Chief for a Day and would like to bring them to a future Council meeting for introductions.

#### **COUNCIL REPORTS:**

Councilmember Deady discussed how she makes times to address issues with staff when working a full time job in November and December. She noted attending the Port of Seattle Tour, Chief for a Day, and the one year celebration of life for Greg Goral.

Councilmember Morgan reported on the budget and financial workshop she attended. She highlighted topics and points of discussion from this workshop.

Councilmember Edelman reported she attended a meeting on August 11 with the Mayor, Finance Director and Councilmember Deady to review the vouchers, the one year celebration of life for Greg Goral, Chamber Luncheon on August 17<sup>th</sup>, Port of Seattle Tour, and Chief for a Day.

Councilmember Weber commented that the children from Black Diamond Elementary School will be attending JJ Smith this school while the new school here in Black Diamond is being built. He also noted the School District has done a great job in getting that facility ready for the kids. He thanked the Boys Scouts who were in attendance at the meeting.

Councilmember Pepper commented on the need for a professional parliamentarian at the Council meetings. She noted having known parliamentary process in different settings and the need to have a registered parliamentarian so the roles and duties of all can be done. She also noted needing to work on points of order and other areas and believes it's exciting that Black Diamond is getting a new elementary school.

**ATTORNEY REPORT: None**

**PUBLIC COMMENTS: None**

**ADJOURNMENT:**

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Dedy to adjourn the meeting. Motion **passed** with all voting in favor (5-0). The meeting ended at 9:33 p.m.

ATTEST:

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Carol Benson, Mayor

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Brenda L. Martinez, City Clerk

**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, Ambar, and Senegal

**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 6<sup>th</sup> 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.

**Policy 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

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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 to 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

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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 Peppet

**ABSENT:** Councilmember Edelman (excused)

Staff present: Seth Boettcher, Public Works Director; Andy Williamson, Interim Community Development Director/MDRT/Env. 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 18<sup>th</sup> 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 previously 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 Berger ABAM 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. Jalmadge 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:

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Carol Benson, Mayor

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Brenda L. Martinez, City Clerk

**BLACK DIAMOND CITY COUNCIL  
SPECIAL MEETING MINUTES**

**September 8, 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.

**ABSENT:** None

Staff present: May Miller, Finance Director; Seth Boettcher, Public Works Director, and 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 Public Works Capital projects portion of the draft Capital Improvement Plan. She then turned the meeting over the Public Works Director Seth Boettcher.

Public Works Director Boettcher noted assuming Council has reviewed the document prior to the meeting he will briefly go over each project and leave time for any Council questions. He also noted that Finance Director Miller will be reviewing with Council the summary pages of the document.

**STREET DEPARTMENT**

Public Works Director Boettcher reviewed and discussed with Council the following park projects:

- T1 – General Street Improvements
- T2 – Roberts Drive Improvements
- T3 – New Arterial "Annexation Road"
- T4 – Lake Sawyer Road Extension
- T5 – 224<sup>th</sup> Guardrail at Covington Creek
- T6 – 224<sup>th</sup> Ave SE Asphalt Overlay
- T7 – Roberts Drive Roundabout
- T8 – Roberts Drive Rehabilitation Phase 2
- T9 – 232<sup>nd</sup> Ave. SE Chip Seal

- T10 – 216<sup>th</sup> Avenue SE Overlay
- T11 – Lawson Street Phase 1
- T12 – Grant Matching Fund
- T13 – Lawson Street Sidewalk Phase 2
- T14 – Downtown Pedestrian and Bicycle Linkages Study
- T15 – Lawson Connector
- T16 – BD-Ravensdale Rd/Roberts Drive/SR 169 Interim Intersection Improvements
- T17 – North Connector
- T18 – Roberts Drive/Lake Sawyer Rd Extension Roundabout
- T19 - BD-Ravensdale Rd/Roberts Drive/SR 169 Permanent Intersection Improvements
- T20 – Roberts Dr/Annexation Road Intersection Improvements
- T21 – 216<sup>th</sup> Ave SE/SE 288<sup>th</sup> St. Intersection Improvements

Finance Director Miller reviewed with Council the Street Department (Transportation Projects) Capital Summary page of the plan.

#### **WATER DEPARTMENT**

Public Works Director Boettcher reviewed and discussed with Council the following park projects:

- W1 – 4.3 Mil Gal Tank Maintenance and Repairs
- W2 – Springs and Transmission Reconstruction (WSFFA)
- W3 – Water Comprehensive Plan Update
- W-4 – Salmon Enhancement and Green Energy
- W5 – Asbestos Watermain Replacement Program
- W6 – 0.5 MG Water Reservoir Recoat
- W7 – Fire Flow Loop – North Commercial Area

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

#### **SEWER DEPARTMENT**

Public Works Director Boettcher reviewed and discussed with Council the following park projects:

- S1 – Upgrade Facilities Staff Facility
- S2 – Infiltration and Inflow Reduction Program
- S3 – Cedarbrook Sewer Main
- S4 – Material Handling Facility – **Under description in the last sentence add the word “keep” after “to”. Under background revise language to say “sells back” instead of “turns back”.**
- S5 – Morganville Force Main Reroute – **It was suggested to indent each paragraph.**
- S6 – Equipment Replacement Program

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

## **STORMWATER DEPARTMENT**

Public Works Director Boettcher reviewed and discussed with Council the following park projects:

- D1 – Lawson Hill Estates Storm Pond
- D2 – Replace Covington Creek Culverts
- D3 – North Commercial and SR 169 Stormwater Treatment Pond
- D4 – Ginder Creek Headwall
- D5 – Lawson Hills Stormwater Ponds
- D6 – Replace Diamond Gen Storm Pond

Finance Director Miller reviewed with Council the Stormwater Department Capital Project summary page of the plan.

In closing, Finance Director Miller reviewed the Public Works Fund summary page, the Public Works Revenue summary page and discussed the REET 2 analysis summary page. She also reviewed the calendar page that shows a public hearing for this plan is scheduled for September 15, 2016. She stressed this is not a budget; it is just a plan.

Councilmember Deady stated she would like to add two projects to the plan: 1) Add a security fence around the public works yard. She noted believing this is a security issue and feels it should be added and would like to see it happen in 2017 or 2018. It was proposed to add this project to 51 - Upgrade Facilities Staff Facility, and 2) add more parking on Railroad Avenue. She noted this would help the businesses in the area and our economy. Discussion ensued and it was suggested to add these projects to the plan.

Councilmember Pepper stated she believes the gym is a gem to the community and would like to have a large sign placed to identify it. Discussion ensued and it was suggested to add this project to the parks area of the plan.

## **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). The meeting ended at 8:10 p.m.

ATTEST:

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Carol Benson, Mayor

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Brenda L. Martinez, City Clerk

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b>  <b>Resolution authorizing the Mayor to sign the Collective Bargaining Agreement and Memorandum of Understanding between the City of Black Diamond and the Black Diamond Police Officers Associations</b>  Cost Impact (see also Fiscal Note): \$ Fund Source: -- Timeline:	<b>Agenda Date: October 20, 2016</b>	
	<b>AB16-062</b>	
	Mayor Carol Benson	
	City Administrator	
	City Labor Attorney Peter Altman	<b>X</b>
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Andy Williamson	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Public Works – Seth Boettcher		
Court – Stephanie Metcalf		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution No. 16-XXXX; Collective Bargaining Agreement (Exhibit A) clean and redlined versions; Memorandum of Understanding</b>		
<b>SUMMARY STATEMENT:</b>  <b>Councilmembers Deady and Edelman have requested this item to be placed on the agenda.</b>  The City’s negotiating team consisting of Peter Altman, Summit Law Group, City Clerk/HR Manager Brenda Martinez and Police Chief Jamey Kiblinger were able to reach a tentative agreement with the Association for a new three (3) year Collective Bargaining Agreement (“CBA”) effective January 1, 2017 through December 31, 2019. The Association has approved the CBA and the City’s negotiating team is recommending ratification by the City Council.  FISCAL NOTE (Finance Department): The new Collective Bargaining Agreement was negotiated as directed by the City Council with minimal impact to the City of Black Diamond over the term on the agreement.		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 16-XXXX (Clerk to assign number after adoption), authorizing the Mayor to sign the Collective Bargaining Agreement and Memorandum of Understanding between the City of Black Diamond and the Black Diamond Police Officers Association.</b>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
Oct 20, 2016		

**RESOLUTION NO. 16-XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BLACK DIAMOND AND BLACK DIAMOND POLICE OFFICERS ASSOCIATION ALONG WITH THE MEMORANDUM OF UNDERSTANDING**

**WHEREAS**, the Black Diamond Police Officers Association (the "Association") is the authorized bargaining representative for the Black Diamond Police Officers; and

**WHEREAS**, the Association was formed in 2008; and

**WHEREAS**, the current agreement will end December 31, 2016; and

**WHEREAS**, the City negotiating team has reached tentative agreement with the Association for a new three year Collective Bargaining Agreement ("CBA") effective January 1, 2017 through December 31, 2019 (attached hereto as Exhibit A) and the City negotiating team has recommended that the Council ratify the CBA; and

**WHEREAS**, the Association has executed the CBA along with the Memorandum of Understanding (MOU); and

**WHEREAS**, The Council has reviewed the CBA and Memorandum of Understanding and finds it is in the best interests of the City and its employees to authorize the Mayor to execute the CBA and MOU;

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

**Section 1.** The City Council hereby authorizes the Mayor to execute the CBA as attached hereto as Exhibit A.

**Section 2.** The City Council hereby authorizes the Mayor to execute the MOU, as attached hereto as Exhibit B.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF OCTOBER, 2016.**

\_\_\_\_\_  
Carol Benson, Mayor

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk

**AGREEMENT**

**by and between**

**CITY OF BLACK DIAMOND**

**and**

**BLACK DIAMOND POLICE OFFICERS  
ASSOCIATION (F.O.P.)**

**January 1, 2017 – December 31, 2019**

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**AGREEMENT BETWEEN  
CITY OF BLACK DIAMOND  
and  
BLACK DIAMOND POLICE OFFICERS ASSOCIATION (F.O.P.)**

THIS AGREEMENT is made and entered into by and between the City of Black Diamond, hereinafter referred to as the "Employer" or the "City," and the Black Diamond Police Officers' Association (F.O.P.), hereinafter referred to as the "Association."

**PREAMBLE**

WHEREAS, it is the purpose of this agreement to maintain a high level of performance in the operation of the Black Diamond City government, together with promoting efficiency, initiative, and harmonious relations between the Employer and the Association, and to provide for the rights, well-being, and security of the parties involved; and

WHEREAS, the parties have agreed to certain terms and conditions of wages, hours, and conditions of employment for employees of the Employer as listed herein and wish to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY AGREED TO AS FOLLOWS:

**ARTICLE 1 - RECOGNITION**

1.1 The Employer recognizes the Association as the sole collective bargaining agent for all regular full time and regular part time commissioned law enforcement officers of the Police Department, including sergeants, and excluding supervisors, confidential employees, and all other employees.

**ARTICLE 2 - ASSOCIATION SECURITY**

2.1 The Employer agrees that all employees covered under this agreement who have been in the employment of the Employer for thirty (30) days or more, shall become and remain members of the Association in good standing.

2.2 The Employer further agrees that all new employees hired subsequent to the date of signing of this agreement shall, as a condition of employment, after thirty (30) days of employment, become and remain members of the Association in good standing.

2.3 In the event an employee member of the Association as defined in Article I of this agreement who joins the Association fails to maintain his membership in the Association in good standing therein, by regular payment of dues, the Association will notify the Employer, in writing, of such employee's delinquency.

The Employer agrees to advise the employee that his employment status with the Employer is in jeopardy, and that failure to meet his membership obligation of payment of dues will result in termination of employment within five (5) days following the next regular payroll payment date.

- 2.4 The Employer will furnish the Association on a current basis notice of all permanent and permanent part time employees as defined in Article I who have been hired, rehired, transferred, laid off or terminated.
- 2.5 Nothing in the above sections will interfere with the employee's rights under RCW 41.56.122 of the Public Employee's Collective Bargaining Act. Nothing in this Agreement shall deprive employees covered by this Agreement the right of non-association based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.
- 2.6 The Association agrees to defend, indemnify, save and hold the City harmless from, for and against any and all claims arising from the application of this article.
- 2.7 If the Employer schedules a Collective Bargaining Agreement negotiation meeting during the scheduled shift of the Association member that represents the Association, then that member may attend the meeting, in paid status, provided the member remains ready to respond to emergency call out at all times. Any other Association members that attend the meeting, other than the one designated representative, shall do so in an unpaid status.

### **ARTICLE 3 - CHECK-OFF OF DUES**

- 3.1 The Employer agrees to deduct Association dues from the wages of each employee as qualified in Section 3.2 below. The Employer agrees to forward such dues to the account of the Association monthly.
- 3.2 The Employer shall only deduct Association dues from the wages if all of the employees in the bargaining unit each sign an authorization card to that effect, copies of which shall be given to the Employer and the Association for certification purposes.
- 3.3 The Association agrees to defend, indemnify, save and hold the City harmless from, for and against any and all claims arising from the application of this article.

## **ARTICLE 4 - WORK SCHEDULE**

- 4.1 Establishing and changing the work schedule is a management right. Generally, the regular work schedule shall consist of the "4/10" work schedule: A work day shall consist of ten (10) consecutive hours including time for lunch when the employee is on call during the lunch period. The Chief of Police has the right to assign an alternate work schedule for employees when assignments, special duties, training, vacations, sick time, and other circumstances preclude the use of the regular work schedule. Absent an emergency, or the circumstances described above, the Employer shall notify the Association in writing, no less than 14 calendar days before a change in the regular work schedule (i.e. 4-10's vs. 5-8s). If the Association provides written notice within the 14 day period that it wishes to discuss the change before it is implemented, then the Employer agrees not to implement the change for 30 more days in order to give sufficient time to confer with the Association.
- 4.2 The parties may, upon mutual consent, meet and discuss alternative work shifts.

## **ARTICLE 5 - OVERTIME**

- 5.1 Overtime shall be defined as all hours worked beyond forty (40) hours from between 2400 hours on Saturday to 2359 the following Saturday. Hours of work shall include sick leave, vacation, compensatory time, holiday and any other City provided leave. Voluntary shift swapping shall not result in the payment of overtime. Training time shall be considered compensable hours of work. Training time consisting of more than seven (7) hours in a day shall constitute a regular work day for compensation purposes, regardless of whether the time spent is more or less than the regular work day. For example, if the training lasts 7 1/2 hours, the Employee will be compensated for 10 hours if they normally work a 10 hour shift. If the training lasts 11 hours the Employee would be compensated for 10 hours if they normally work a 10 hour shift.
- 5.2 Except as specifically modified herein, the Employees shall be entitled to all of the benefits in the Fair Labor Standards Act.
- 5.3 Employees on their day of rest that are subpoenaed to appear in court on a criminal case, or called back to work, shall be compensated at a minimum of three (3) hours at the overtime rate of pay.
- 5.4 Officers not notified of a cancellation of a scheduled criminal court appearance within twelve (12) hours of the scheduled appearance shall be compensated at a minimum of three (3) hours at the overtime rate of pay, only if they called the Court the day before and were advised that their Court appearance was still required.

- 5.5 Department wide meetings are not subject to the call back minimum set forth above, and Employees required to attend department wide meetings will be paid the appropriate rate of pay for actual time spent in the meeting, with a two hour minimum. Training for all employees may be conducted during the department meetings.
- 5.6 Any employee, if agreed to by the Employer, may elect to accrue compensatory time off at the rate of time and one-half (1.5) in lieu of overtime payments up to a maximum accumulation of forty (40) hours. Requests to utilize accrued compensatory shall be made to the Chief or their designee. Requests to utilize compensatory time off shall be granted in accordance with the Fair Labor Standards Act.
- 5.7 Effective the signed date of this Agreement, at the start of each calendar month, sergeants of the Department shall receive two (2) hours of compensatory time off. Compensatory time off under this Section is provided as the exclusive compensation for time spent by sergeants responding to work-related telephone calls during off-duty hours, provided, however, that sergeants who are called back to work after receiving an off-duty telephone call shall be paid as provided elsewhere in this Agreement. Sergeants shall normally use the two (2) hours of compensatory time off provided under this Section in the month that they are earned, but may elect to accrue a maximum of four (4) hours. Compensatory time off provided under this section shall be treated and recorded separately from the compensatory time off provided under Section 5.6 of this Article.

## **ARTICLE 6 - HOLIDAYS**

- 6.1 Each full time Employee shall receive 110 hours of holiday time in lieu of holidays. If the City recognizes more than 11 holidays in a year as official holidays, then this allotment shall increase by 10 hours for each additional recognized holiday. Holiday time may be used before or after vacation time, and must be used in the calendar year in which it is received. There will be no carry forward of holiday time. This allotment amount shall be prorated for regular part time employees based on the percentage of a fulltime shift that they normally work. An Employee who works on a holiday or any portion thereof shall be compensated at the overtime rate. Provided, if, during the holiday, an Employee is called to duty, he shall be compensated at the double time rate.
- 6.2 For Employees who do not work a full year, their prorated share of holiday time will be based on a percentage of time worked which will be established through the date of employment and determined by the Employer.
- 6.3 An Employee may carry over to the following calendar year up to 40 hours of holiday time.

## **ARTICLE 7 - VACATIONS**

- 7.1 Vacation shall be given as an additional employment benefit. Vacation may be taken as earned according to the following schedule:

Date of hire through 5 years	8 hours per month
Beginning of 6 <sup>th</sup> through 9 <sup>th</sup> year	10 hours per month
Beginning of 10 <sup>th</sup> through 15 <sup>th</sup> year	12 hours per month
Beginning of 16 <sup>th</sup> through 19 <sup>th</sup> year	14 hours per month
Beginning of 20 <sup>th</sup> year and thereafter	16 hours per month

Vacation time is accrued from the date of hire, but cannot be used, until successfully completing six (6) months of employment. Accrued vacation shall not exceed 240 hours at any time.

- 7.2 Vacation Bid Process: Employees shall choose vacation by rank and then seniority within the rank. The annual shift bid shall take place first, followed by the annual vacation bid, which spans two weeks and typically takes place during the last two weeks of November. During the annual vacation bid, employees may bid for up to eighty (80) hours of vacation each. Following the annual vacation bid, the paid leave calendar shall remain open for bidding, by rank and then seniority within the rank, for seven (7) calendar days, typically beginning on December 1 and ending on December 7. Thereafter, vacation shall be scheduled on a “first come – first served” basis. The calendar dates for bidding may be adjusted by the Employer based on a delay with issuance of the final budget, although the total days for bidding shall not be reduced. Once scheduled, vacations shall not be cancelled absent an actual emergency. Only one Employee can be on vacation at any time, unless the Chief of Police determines staffing needs can be adequately met.

Employees shall not be able to bid a vacation on January 1, July 4<sup>th</sup>, Labor Day, Thanksgiving, the day after Thanksgiving or Christmas Day. Provided, nothing prohibits the Department from granting leave on one of those dates by seniority if staffing levels otherwise permit.

- 7.3 Employees shall receive all accrued vacation at the time of termination, provided vacation earned during the year of termination shall be prorated.

## **ARTICLE 8 - SICK LEAVE**

- 8.1 Employees of the police department shall accrue sick leave at the rate of eight (8) hours per month with a maximum accrual of one thousand forty (1,040) hours.

- 8.2 Sickness or disability shall be reported to the department head or the immediate supervisor at least four (4) hours prior to commencement of the employee's workday, or as soon thereafter as practicable. The employee may be required to provide proof of illness. Any employee who utilizes more than three (3) separate work days of sick leave either immediately prior to, or immediately following, their normal weekend (weekly days off) or holiday, may be required to provide a doctor's certificate for every subsequent sick hours taken during the remainder of that year.
- 8.3 Employees noted in 8.1 above are entitled to use sick leave for only a bona fide illness or injury, quarantine due to exposure to contagious diseases, any physical treatment or examination including medical, dental or ocular. Employees may also use sick leave for illness or injury to the employee's spouse or minor child, requiring the employee's attendance and/or care. Employees shall make reasonable attempts to schedule routine medical, dental and vision care appointments during their off-duty time so as to not impact department staffing levels. Emergency and last minute appointments shall be approved by the immediate supervisor not an Association member, or Police Chief.

Sick leave may also be used for parents, including "step", who do not live in the employee's household, under circumstances defined as serious or extreme and/or life threatening.

- 8.4 Employees entitled to sick leave who have exhausted their sick leave accrual may use accrued vacation.
- 8.5 Time off for medical purposes shall be charged against sick leave for actual time used only.
- 8.6 If an employee retires from the City, meeting LEOFF plan requirements, that employee is eligible to cash out 25% of their sick leave balance at their current straight time rate.
- 8.7 Leave Provided by Applicable Statutes.  
The Employer will provide eligible employees with all family and medical leave, pregnancy disability leave, military leave, and other paid and unpaid leave required by state and federal law, including:
- a) Family and Medical Leave (29 U.S.C. § 2601 et seq. and RCW 49.78).
  - b) Family Care Act Leave (RCW 49.12.265).
  - c) Pregnancy Disability Leave (RCW 49.60).
  - d) Leave for Victims of Domestic Violence, Sexual Assault, and Stalking (RCW 49.76).
  - e) Leave for Spouses of Deployed Military Personnel (RCW 49.77).
  - f) Military Leave for Public Employees (RCW 38.40.060).

g) Leave for Certain Emergency Services Personnel (RCW 49.12.460).

Leave eligibility, benefits, and requirements will be determined by applicable state or federal law and will be administered according to the City of Black Diamond Personnel Manual. In the event any provisions of the City of Black Diamond Personnel Manual conflict with state or federal law, then the terms of the state or federal law shall apply.

8.8 Employees injured on duty who receive Labor and Industries compensation shall be permitted to sign over the L&I check to the City and receive their regular compensation provided for under the Agreement. Employees shall not exhaust sick leave while on L&I status.

8.9 Association members shall be permitted to donate accrued, but unused, vacation or sick leave to other employees in accordance with City policy, as stated in the City of Black Diamond Personnel Manual. The parties recognize that the City will amend its current donation policy to reflect that donated hours will be converted into cash, and then converted into a proportionate share of hours for the employee receiving the donation, to account for pay disparities between the donating and receiving employees. Beyond this change, the City agrees to bargain the impacts of any subsequent policy revision that materially impacts Association members.

#### **ARTICLE 9 - BEREAVEMENT LEAVE**

9.1 Employees are eligible to receive up to five (5) days of paid bereavement leave for the death of an immediate family member. The specific length shall be determined by the Chief. In addition, employees are guaranteed an additional three (3) days of paid bereavement leave for attendance at the funeral of an immediate family member located more than 500 miles away. In the event an employee's spouse or child dies, the Chief has the discretion to allow the employee to use accrued sick, vacation, or holiday leave for purposes of extended bereavement. All leave taken under this Article shall be used within thirty (30) days of the date of death.

For purposes of this section, "immediate family member" includes spouses, children, stepchildren, foster children, siblings, grandparents, parents of employees or parents of employees' spouses, grandchildren, and any other familial inhabitants of employees' households.

9.2 Employees may be excused by the Employer to attend the funeral of deceased fellow employees as leave with pay.

#### **ARTICLE 10 - JURY DUTY**

- 10.1 An employee serving on a jury of a federal, state, or municipal court shall be granted leave from City employment to the extent required by such service, and shall be paid during such leave the difference between his/her regular salary and the amount paid by the Court for such duty. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing date and time served and the amount of jury pay received. The employee shall submit to the City the money received for such services performed during City time. This benefit shall be expanded or diminished based upon changes in applicable federal or state law, and the impacts shall not be negotiated.

### **ARTICLE 11 - OTHER LEAVES**

- 11.1 The Employer provides military leave in accordance with RCW 38.40.060. Leave eligibility, benefits, and requirements will be determined by applicable state law and will be administered according to the City of Black Diamond Personnel Manual. In the event any provisions of the City of Black Diamond Personnel Manual conflict with state law, then the terms of the state law shall apply.
- 11.2 The Employer may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) days, in the sole discretion of the Employer. No leave of absence without pay shall be granted except upon written request of the employee. Whenever granted, the leave shall be in writing and signed by the Employer, and a copy filed with the department head. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status, excepting that the time on leave will be deducted from his total service to determine seniority. Failure on the part of the employee on leave without pay to report promptly at the expiration of the leave shall result in automatic termination of employment. The Employer may, in exceptional circumstances and in its sole discretion extend leave beyond ninety (90) days but reinstatement cannot be guaranteed. The Employee shall be responsible for paying in advance all health insurance premiums during the absence without pay. Failure to do so is grounds for denying the leave of absence.
- 11.3 Pursuant to RCW 1.16.050(3), each employee is entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Leave will be provided in accordance with Washington law and the City of Black Diamond Personnel Manual. In the event City policy conflicts with Washington law, then the minimum requirements of Washington law shall apply.

### **ARTICLE 12 - SENIORITY**

- 12.1 Seniority is the length of continuous employment in each rank of an employee with the Employer in the police department.
- 12.2 Seniority shall be broken only by resignation, discharge, retirement, layoff of more than six (6) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff.

### **ARTICLE 13 - PROMOTIONS, DEMOTIONS AND TRANSFERS**

- 13.1 Promotions, non-disciplinary demotions and transfers will be carried out in accordance with Civil Service Commission rules, regulations and statutes.

### **ARTICLE 14 - LAYOFFS AND RECALL**

- 14.1 Layoffs will be conducted in reverse order of seniority by rank. Recall from layoff shall be done in order of seniority, with the most senior employee within a rank being recalled first. Seniority shall be defined as the total length of service with the Department. As a mandatory condition of reinstatement, an employee subject to recall must be qualified to hold his/her position at the time of recall.
- 14.2 The period for recalling a laid-off employee shall be limited to twelve (12) months beginning on the date of the layoff. The Employer reserves the right to extend the twelve (12) month period at its discretion. It is the responsibility of a laid-off employee to provide current contact information to the Employer. If the Employer has difficulty contacting a laid-off employee, it may request assistance from the Association. Failure of an employee to report for reinstatement within ten (10) days of notification of job availability shall result in loss of seniority and, at the Employer's discretion, may result in the forfeiture of the right to reinstatement.

### **ARTICLE 15 - HEALTH & WELFARE - DENTAL - VISION - PRESCRIPTION DRUG - PENSION - LIFE INSURANCE**

- 15.1 The City shall provide all full-time employees and their dependents the option of enrolling in one of two health plans offered by AWC. The first plan is AWC HealthFirst 250 plan with AWC Plan "A" dental insurance. The second plan is AWC Group Health \$20 Co-Pay Plan 3. The vision and orthodontia plans currently offered by AWC (subject to change by AWC) are the following: (1) Vision Service Plan – Full Family, \$25 Deductible; and (2) Orthodontia – Plan V. All employees agree to add both vision and orthodontia plans at their sole expense. Employees also have the option of adding any other benefits offered by AWC through the plans at their sole expense.
- 15.2 Prior to this Agreement, using 2016 rates, employees paid the following cost-share towards premiums under the previous health plans:

2016 AWC HealthFirst Cost-Sharing Premiums

(based on \$50 per month, plus percentage of premium)

Employee only	\$91.97
Employee + Spouse	\$134.46
Employee + Spouse + 1 Child	\$155.37
Employee + Spouse + 2 or more Children	\$173.62
Employee + 1 Child	\$112.88
Employee + 2 of more Children	\$130.33

2016 Group Health \$10 Co-Pay Plan 2 Cost-Sharing Premiums  
(based only on percentage of premium)

Employee only	\$43.81
Employee + Spouse	\$87.11
Employee + Spouse + 1 Child	\$109.40
Employee + Spouse + 2 or more Children	\$131.73
Employee + 1 Child	\$66.13
Employee + 2 of more Children	\$88.46

Effective January 1, 2017, employees shall move to AWC HealthFirst 250 and AWC Group Health \$20 Co-Pay Plan 3. Employees shall continue paying the rates listed above, plus 50% of the annual premium increase for the plan they are enrolled in. For example, if 2017 premiums for AWC HealthFirst 250 increase 4.5% then employees shall pay 50% of the increase and the City shall pay the remaining 50%. This 50/50 split of annual premium increases shall apply each year.

- 15.3 The City has the right to change health and welfare plans and carriers, but agrees that it shall negotiate the impacts of the changes. If the City anticipates changing a benefit from the plan specified above, it shall give the Association no less than thirty (30) days notice so that the parties may meet and discuss other possible alternatives.
- 15.4 For each Employee that is a member of WACOPS the Employer shall pay the annual premium for the life and disability policy offered by WACOPS.
- 15.5 The Employer shall make pension contributions required by statute to the State of Washington, Department of Retirement Systems under the Law Enforcement and Firefighters (LEOFF) Plan.

## **ARTICLE 16 - DISCIPLINARY PROCEDURES**

- 16.1 The Employer may discipline or discharge an employee for just cause inclusive, but not limited to, those causes set forth in the Civil Service Rules and Regulations.

- 16.2 Disciplinary action or measures may include the following:
- A. Verbal Warning
  - B. Written reprimand
  - C. Reassignment that results in an adverse economic impact
  - D. Suspension without pay
  - E. Demotion
  - F. Discharge
- 16.3 Progressive discipline is generally preferred, but not required, as it is intended to give notice of inappropriate conduct and to afford the Employee an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline. Certain types of conduct do not require progressive discipline, and may justify an initial higher level of discipline, or even immediate discharge.
- 16.4 When the Employer determines the circumstances are such that retention of the employee will likely result in the disruption of Employer services, damage to or loss of Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Employer may immediately suspend with pay, depending on the circumstances. In such cases the facts supporting the circumstances will be made available to the employee by the Employer not later than three (3) working days after the action became effective.
- 16.5 The provisions of this article shall not apply to newly hired employees serving a probationary period. Consistent with Civil Service rules, the probationary period shall be twelve (12) months from police academy graduation date, not in any case to exceed eighteen (18) months from date of hire. Probationary employees shall work under the provisions of this agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse. Employees on probationary status shall be eligible for the twelve (12) month step increase under conditions cited in Article XXIV, Section 24.2 of this agreement.
- 16.6 The employee and the employee's Association representative with the employee's written authorization shall have the right to inspect the full contents of his/her personnel file. No disciplinary document may be placed in an employee's personnel file without the employee having been first notified of said disciplinary document and given a copy. An employee who disagrees with the validity of any disciplinary document added to the file shall have the opportunity to challenge said complaint under the grievance procedure herein, other than verbal or written reprimands, which shall not be subject to the grievance process. In the case of a written reprimand or higher form of discipline, the employee may provide a

written response within thirty (30) days of being provided notice, which shall be placed in the personnel file, and only removed if the written response is also removed. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

16.7 Records of disciplinary action shall be removed from all City or Department maintained personnel files and not considered for purposes of progressive discipline based upon the following retention schedule and upon request of the employee:

1. Verbal Warning - Written records of a verbal warning or counseling shall be removed and destroyed after twelve (12) month without a reoccurrence of similar conduct which gave rise to the warning or counseling.
2. Written Reprimand - Written reprimands shall be removed and destroyed after eighteen (18) months without reoccurrence of the same conduct which gave rise to the reprimand.
3. Suspension – Suspensions shall be removed and destroyed after sixty (60) months without a reoccurrence of similar conduct which gave rise to the suspension.

Records of disciplinary action shall be kept by the City as required by Washington State records retention laws and schedules, as promulgated by the Office of the Secretary of State.

### **ARTICLE 17 - UNIFORMS WEAPONS AND EQUIPMENT**

17.1 The Employer will provide each new hire with all department issued and required equipment, including uniforms. The Employee shall be responsible for maintaining all issued equipment and uniforms. All issued equipment shall be returned to the City upon termination of employment.

17.2 Each employee shall be provided a new ballistic vest at least once every five (5) years or whenever the vest has expired.

17.3 For each year of this Agreement, \$700 uniform allowance will be provided to each employee and the allowance can only be used at an approved vendor. The City will pay the vendor directly, up to the amount of unused allowance. The allowance shall be credited to the employee in January of each year. If a piece of equipment or uniform is damaged in the line of duty, it will be repaired or replaced by the City separately, without deduction from the Employee or the uniform allowance.

## **ARTICLES 18 - GRIEVANCE PROCEDURE**

- 18.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If a grievance cannot be resolved through informal means, the grievance will be settled as hereinafter provided.
- 18.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any specific provision of this Agreement.
- 18.3 Any party who believes they have a grievance arising out of the terms of this Agreement may, except for arbitration, personally or through a representative, apply for relief under the provisions of this Article. Provided an employee cannot grieve an item unless it is approved first by the Association executive board, and proof of said approval is provided to the City at the time the grievance process is commenced.
- 18.4 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual written agreement of the parties to the grievance. For purposes of this Article, "working day" shall be defined as Monday through Friday, excluding holidays recognized by the City (and specified in the City of Black Diamond Personnel Manual).
- 18.5 To timely initiate the grievance process, a party must file a formal written grievance within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance. If a party fails to comply with this ten (10) working day period, then that party forever waives and forfeits the grievance as well as any and all rights and remedies relating to the grievance. Failure to timely pursue a grievance to the next step renders final and conclusive the last determination and response. If an employee wishes to have those matters currently addressed under Civil Service Rules and Regulations, inclusive of promotions, demotions, transfers, layoffs, recall and discipline, but not limited thereto, the employee must file a request for an investigative hearing within ten (10) working days of the occurrence. Regarding disciplinary actions, the employee may elect to have disciplinary action reviewed by the Civil Service Commission. If the employee elects to have disciplinary action reviewed by the Civil Service Commission then a request for an investigative hearing must be filed with the Commission within ten (10) working days from the date of the disciplinary action. The employee must elect to have disciplinary action reviewed either through the grievance procedure or by the Civil Service Commission. An employee is not entitled to review of disciplinary action under both procedures. If the employee elects to pursue matters before the Civil Service Commission then the Civil Service Commission procedures will be applicable and not those of the collective bargaining agreement.

- 18.6 Prior to initiating the formal grievance procedure, the Association and/or grievant may verbally present a grievance to the Chief or the Chief's designee. A grievant presenting a verbal grievance shall have the option of being accompanied by an Association representative. The presentation of a verbal grievance under this paragraph is intended as a voluntary, optional, and informal method of attempting to settle potential grievances at an early stage. If a verbal grievance is not satisfactorily resolved, then the grievant may initiate the formal grievance procedure. Presenting a verbal grievance under this paragraph does not suspend the ten (10) working day period for filing a formal written grievance, as dictated by paragraph 18.5 and Step 1 of the formal grievance procedure.
- 18.7 The formal grievance procedure shall be as follows:

Step 1:

The grievance shall be presented in written form, stating the specific provision(s) of this Agreement allegedly violated, to the Chief within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance. Thereafter, the Chief shall respond in writing to the aggrieved employee within ten (10) working days after receipt of the grievance. If the employee elects to have applicable matters reviewed by Civil Service then the employee will need to comply with the provisions set forth in Section 18.5 above.

Step 2:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) working days of the response in Step 1 above, the grievance in written form shall be presented to the Mayor or designee. The Mayor or designee shall schedule a meeting with the employee within fifteen (15) working days from the date of submission and respond within seven (7) working days of the meeting to the employee and Association. The employee has the right to be represented by his Association representative and the department head has the right to be represented by an Employer representative.

Step 3:

A. Final and Binding Arbitration and/or Mediation:

If the grievance has not been resolved at Step 2, the Association or City may refer the unsettled grievances to mediation and/or final and binding arbitration. If the parties refer the matter to mediation then the timelines for final and binding arbitration shall be extended to accommodate the mediation process.

B. Notice - Time Limitations: The Association shall notify the other party in writing by certified mail of submission to mediation or arbitration within twenty (20) days.

C. Arbitrator - Selection: After timely notice, the parties shall establish who the arbitrator will be in the following manner:

1. After timely notice, the parties shall select an impartial arbitrator within thirty (30) days, if possible, after the request is made to arbitrate.

2. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, they will request a list of nine (9) arbitrators who are willing to abide by time limitations. A list of impartial arbitrators shall be furnished by the Public Employment Relations Commission (PERC). The parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until one (1) name remains. This person will serve as the sole arbitrator subject to the following provisions.

D. Decision - Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of said arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) days or as soon as possible thereafter, unless an extension of time is agreed upon as provided for herein.

E. Limitations - Scope - Power of Arbitrator:

1. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.

2. The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there has been a violation of the terms of this Agreement.

3. The arbitrator shall also have the authority to receive evidence and question witnesses.

4. The arbitrator shall not have the authority to review or consider appeals carried out pursuant to Civil Service Commission Rules and Regulations.

F. Arbitration Award - Damages - Expenses:

1. Each party hereto shall pay the expenses of their own attorneys, representatives, witnesses, and other costs associated with the

presentation of their case. The party that did not substantially prevail shall pay the expenses of the arbitrator.

2. The arbitrator's written award shall be final and binding on all parties.

### **ARTICLE 19 - NON-REDUCTION OF WAGES AND WORKING CONDITIONS**

19.1 The parties hereto agree that the wages and working conditions specified in this Collective Bargaining Agreement shall not be modified during the agreement term, except as provided herein or as authorized by law. The Employer may provide additional benefits to the Employees, from time to time, as may be adopted by City ordinance or resolution.

### **ARTICLE 20 - STRIKES AND LOCKOUTS**

20.1 The employer and the Association recognize that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, neither the Association nor the Employer shall cause, engage in, or sanction any work stoppage, slowdown, or other interference with City functions. Employees who engage in any of the foregoing actions may be subject to disciplinary action including immediate discharge. No individual shall receive any portion of his/her salary or benefits as provided by the employer, and in accordance with applicable law, while engaging in activities in violation of this Article.

### **ARTICLE 21 - ASSOCIATION REPRESENTATION**

21.1 An authorized representative of the Association shall have the right, in unpaid status and after obtaining appropriate signed releases from the affected employees, to investigate grievances or conditions at reasonable hours upon first securing permission from the Employer to do so and without interfering with the progress of work. The Association shall advise the Employer, in writing, of the names of their authorized representatives and stewards.

### **ARTICLE 22 - BULLETIN BOARD**

22.1 The Employer shall provide space for a bulletin board of no more than 8 square feet in size, for the Association's use in an area conveniently accessible to bargaining unit employees, solely to be used for the purpose of notifying

employees of matters pertaining to Association business. All notices shall be signed by a representative of the Association who is authorized by the Association to approve Association notices. The Board shall be properly maintained, in a neat and safe manner, by the Association.

### **ARTICLE 23 - NON-DISCRIMINATION**

- 23.1 The Employer agrees that they will not discriminate against any employee because of lawful Association activity.
- 23.2 Neither the Association nor the Employer, in carrying out their obligation under this agreement, shall not unlawfully discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, color, creed, national origin, gender, age, marital status, disability or religion.
- 23.3 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

### **ARTICLE 24 – WAGES**

- 24.1 The Employees shall be paid the base wage set forth in Appendix A.
- 24.2 For the duration of this Agreement, wages for Association members shall remain fixed at the rates listed in Appendix A to this Agreement. Wage rates are still subject to adjustments for education incentive pay (as described in this Article), specialty pay (as described in this Article), progression through steps (as described in Appendix A of this Agreement), and promotions.
- 24.3 All bargaining unit employees shall receive an education incentive added to the base pay equal to 2% for an Associate Arts Degree or 4% for a Bachelor Degree and 6% for a Masters degree.
- 24.4 Employees assigned by the chief to act as a Field Training Officer or full time Detective shall be paid an additional premium of three percent (3%) of the base rate of pay each month. There shall be no pyramiding of premium pays, and the FTO premium pay shall only apply during actual training time.
- 24.5 The K-9 Officer shall receive one-half hour release time from each shift and one-half hour of pay or compensatory time off on each day off for compensation for the at home care and feeding of the dog.

### **ARTICLE 25 - SEPARABILITY**

- 25.1 In the event that any provision of this agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction, or through a

final decree of a government, state or local body, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provision of this agreement shall be modified through negotiations to comply with the existing regulations or laws.

#### **ARTICLE 26 - MILEAGE ALLOWANCE**

- 26.1 All employees required by the cognizant department head to use their private cars for official departmental business, shall be compensated at the rate provided by ordinance or resolution, or as the same may be amended or substituted.

#### **ARTICLE 27 – TAKE HOME CARS**

- 27.1 Employees shall be provided their assigned regular patrol vehicle as a take home vehicle, subject to the rules and regulations, including amendments there to, that are adopted by the Chief of Police. Each employee will be required to sign, prior to receiving a take home vehicle, an agreement with the City that they will comply with the adopted rules and regulations and failure to do so may result in losing the take home car privilege. If the take home car privilege is taken away from an officer, only whether or not a violation of the adopted rules and regulations has occurred will be subject to the grievance process.

#### **ARTICLE 28 - CONFLICT OF CONTRACT AND ORDINANCE**

- 28.1 The rules and regulation of the Black Diamond Civil Service Commission shall govern unless specifically superseded by the terms and conditions of the Agreement.

#### **ARTICLE 29 - MANAGEMENT RIGHTS**

- 29.1 Except as expressly modified or restricted by a specific provision of this Agreement or applicable Civil Service Regulations, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in management. This shall include, but is not limited to the right in its sole and exclusive judgment and discretion to; 1) take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the department or the City; 2) to discipline employees for cause; 3) to determine the number of employees to be employed and the appropriate staffing levels; 4) to conduct job analysis and performance; 5) to determine the duties, task, responsibilities and essential functions of each job; 6) to hire employees; 7) to determine employee qualifications and to assign and direct their work; 8) to evaluate employee's performance; 9) to promote, demote, transfer, lay off, recall to work, and retire employees; 10) to set productivity standards; 11) to set reasonable fitness standards; 12) to maintain the efficiency of operations; 13) to

set working schedules, add or delete shifts, and determine the shift to be worked; 14) to determine the personnel, methods, means and facilities by which operations are conducted; 15) to contract for goods and or services; 16) to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation or service; 17) to control and regulate the use of facilities, equipment, and other property of the department; 18) to introduce new or improved equipment, materials, or methods; and 19) to issue, amend, revise and delete policies, rules, regulations, general orders, administrative directives and practices.

- 29.2 The Employer's failure to exercise any right reserved to it in section 29.1, or its exercise of the right in a particular way, shall not be considered a waiver of the right, or a limitation of its exercise of the right in some other way not in conflict with the express provisions of this Agreement. There shall be no prevailing right of the Association or the Employee to any particular way a management right has been exercised in the past, or a benefit has been administered, except as expressly set forth in this Agreement.

### **ARTICLE 30 – BILL OF RIGHTS**

- 30.1 Subject to the provisions of this Agreement and except as otherwise provided, employees have the right to use the grievance procedure contained herein to protect their rights as set forth in this Agreement.
- 30.2 All employees within the bargaining unit shall be covered by the following rules and regulations. The powers and duties of law enforcement officers involve them in many contacts with members of the public and questions are bound to arise as to the nature of such contacts, which questions require immediate investigation by superior officers who have been authorized to make such investigations by the Chief of Police.

Such investigations shall be conducted under the following general guidelines:

30.2.1 When a permanent, non-probationary employee is the subject of a formal internal investigation by the Black Diamond Police Department, prior to any interview of the employee, the employee shall be advised of the general nature of the inquiry of and whether he or she is suspected of (1) committing a criminal offense; (2) misconduct that would be grounds for termination, demotion, suspension, or other disciplinary actions; (3) that the employee may not be qualified for continued employment with the Department. All interviews shall be conducted in a manner consistent with due process rights granted by law. The officer shall not thereafter contact the citizen or witnesses without prior written permission of the Chief of Police.

30.2.2 If the Chief of Police determines that the officer should be questioned about the allegation, such questioning shall be done as soon as practicable. Unless an emergency is thought by the Chief of Police to exist, such questioning shall be while the member is on duty and during the daytime, if possible.

30.2.3 Questioning of the officer shall be with full regard to his constitutional rights. If the allegations amount to a charge that the officer is guilty of a crime, he shall be fully advised of his rights under the Miranda decision. The employee shall have the right to retain an attorney of his own choosing, (at no expense to the City of Black Diamond). Such attorney (and/or a representative of the Association) shall have the right to be present during any questioning.

30.2.4 An employee who is the subject for a formal investigation shall have a right to make copies of any statement he or she has signed pertaining to the investigation and shall be entitled to a copy, at its expense, of any recording of an interview of the employee.

30.2.5 It is understood that under state law, no officer may be required to take any lie detector test as a condition of continued employment, though he may request a polygraph test. If one is requested by the employee, and the Employer consents to the polygraph of the employee, it shall be taken by an independent agency chosen by the Chief of Police, after consultation with the Association, at the Employee's expense.

### **ARTICLE 31- LIABILITY INSURANCE**

- 31.1 The Employer agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of employment provided, however, such coverage will not protect the employee from their intentional and/or malicious tortious acts or assaults. Subject to the provisions of this Article, the coverage will include reasonable attorney's fees incurred by attorneys chosen by the City and reasonable costs connected with lawsuits.
- 31.2 The Drug and Alcohol Policy and procedures mutually agreed on by the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement. Said policies and procedures are a part of this Agreement.

### **ARTICLE 32 - TERMINATION AND RENEWAL**

- 32.1 This agreement shall be in full force and effect from January 1, 2017 until December 31, 2019.

**CITY OF BLACK DIAMOND,  
WASHINGTON**

By: \_\_\_\_\_  
Mayor Carol Benson

Date: \_\_\_\_\_

**BLACK DIAMOND POLICE  
OFFICERS' ASSOCIATION**

By: \_\_\_\_\_  
Sgt. Brian Lynch, President

Date: \_\_\_\_\_

## APPENDIX A

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Police Officer</b>	5,037	5,645	6,255	6,863.00	7,440
<b>Police Sergeant</b>	8,292	8,757	N/A	N/A	N/A

Wage rates shall remain unchanged for the duration of this Agreement. However, employees shall receive the following signing bonus payments:

January 2017 = \$1,250

January 2018 = \$1,250

January 2019 = \$1,250

The signing bonus payments will be paid only to those employees on the roster at the beginning of each calendar year. Annual payments will be made during the second payroll period of January.

An officer's wage shall be increased to the next step on his/her step-increase eligibility date and upon a satisfactory performance evaluation. For employees hired on or before May 6, 2010, the step-increase eligibility date is the first day of the month of hire. For employees hired after May 6, 2010, including all future employees, the step-increase eligibility date is the first day of the month of hire if hired from the 1<sup>st</sup> through the 15<sup>th</sup> of the month, or the first day of the month following the month of hire if hired from the 16<sup>th</sup> through the 31<sup>st</sup> of the month.

Employees will submit timesheets to the Employer's payroll department one week before the end of each month to allow sufficient time for payroll processing. A lag report for overtime earned, or leave taken, during the last week of each month will be submitted by employees with the following month's timesheets.

	<b>Wage</b>
<b>Josh Tapeç</b>	7,440.00
<b>Kris Chatterson</b>	7,440.00
<b>Tim Macdonald</b>	7,440.00
<b>Mike Girias</b>	8,757.00
<b>William Riepl</b>	5,037.00
<b>Brian Lynch</b>	8,757.00

# AGREEMENT

by and between

CITY OF BLACK DIAMOND

and

BLACK DIAMOND POLICE OFFICERS  
ASSOCIATION (F.O.P.)

~~August 31, 2014 – December 31,~~  
2016 January 1, 2017 – December 31, 2019

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**AGREEMENT BETWEEN  
CITY OF BLACK DIAMOND  
and**

**BLACK DIAMOND POLICE OFFICERS ASSOCIATION (F.O.P.)**

THIS AGREEMENT is made and entered into ~~this 19<sup>th</sup> day of February, 2015,~~ by and between the City of Black Diamond, hereinafter referred to as the "Employer" or the "City," and the Black Diamond Police Officers' Association (F.O.P.), hereinafter referred to as the "Association."

**PREAMBLE**

WHEREAS, it is the purpose of this agreement to maintain a high level of performance in the operation of the Black Diamond City government, together with promoting efficiency, initiative, and harmonious relations between the Employer and the Association, and to provide for the rights, well-being, and security of the parties involved; and

WHEREAS, the parties have agreed to certain terms and conditions of wages, hours, and conditions of employment for employees of the Employer as listed herein and wish to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY AGREED TO AS FOLLOWS:

**ARTICLE 1 - RECOGNITION**

1.1 The Employer recognizes the Association as the sole collective bargaining agent for all regular full time and regular part time commissioned law enforcement officers of the Police Department, including sergeants, and excluding supervisors, confidential employees, and all other employees.

**ARTICLE 2 - ASSOCIATION SECURITY**

2.1 The Employer agrees that all employees covered under this agreement who have been in the employment of the Employer for thirty (30) days or more, shall become and remain members of the Association in good standing.

2.2 The Employer further agrees that all new employees hired subsequent to the date of signing of this agreement shall, as a condition of employment, after thirty (30) days of employment, become and remain members of the Association in good standing.

2.3 In the event an employee member of the Association as defined in Article I of this agreement who joins the Association fails to maintain his membership in the Association in good standing therein, by regular payment of dues, the Association will notify the Employer, in writing, of such employee's delinquency.

The Employer agrees to advise the employee that his employment status with the Employer is in jeopardy, and that failure to meet his membership obligation of payment of dues will result in termination of employment within five (5) days following the next regular payroll payment date.

- 2.4 The Employer will furnish the Association on a current basis notice of all permanent and permanent part time employees as defined in Article I who have been hired, rehired, transferred, laid off or terminated.
- 2.5 Nothing in the above sections will interfere with the employee's rights under RCW 41.56.122 of the Public Employee's Collective Bargaining Act. Nothing in this Agreement shall deprive employees covered by this Agreement the right of non-association based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.
- 2.6 The Association agrees to defend, indemnify, save and hold the City harmless from, for and against any and all claims arising from the application of this article.
- 2.7 If the Employer schedules a Collective Bargaining Agreement negotiation meeting during the scheduled shift of the Association member that represents the Association, then that member may attend the meeting, in paid status, provided the member remains ready to respond to emergency call out at all times. Any other Association members that attend the meeting, other than the one designated representative, shall do so in an unpaid status.

### **ARTICLE 3 - CHECK-OFF OF DUES**

- 3.1 The Employer agrees to deduct Association dues from the wages of each employee as qualified in Section 3.2 below. The Employer agrees to forward such dues to the account of the Association monthly.
- 3.2 The Employer shall only deduct Association dues from the wages if all of the employees in the bargaining unit each sign an authorization card to that effect, copies of which shall be given to the Employer and the Association for certification purposes.
- 3.3 The Association agrees to defend, indemnify, save and hold the City harmless from, for and against any and all claims arising from the application of this article.

## **ARTICLE 4 - WORK SCHEDULE**

- 4.1 Establishing and changing the work schedule is a management right. Generally, the regular work schedule shall consist of the "4/10" work schedule: A work day shall consist of ten (10) consecutive hours including time for lunch when the employee is on call during the lunch period. The Chief of Police has the right to assign an alternate work schedule for employees when assignments, special duties, training, vacations, sick time, and other circumstances preclude the use of the regular work schedule. Absent an emergency, or the circumstances described above, the Employer shall notify the Association in writing, no less than 14 calendar days before a change in the regular work schedule (i.e. 4-10's vs. 5-8s). If the Association provides written notice within the 14 day period that it wishes to discuss the change before it is implemented, then the Employer agrees not to implement the change for 30 more days in order to give sufficient time to confer with the Association.
- 4.2 The parties may, upon mutual consent, meet and discuss alternative work shifts.

## **ARTICLE 5 - OVERTIME**

- 5.1 Overtime shall be defined as all hours worked beyond forty (40) hours from between 2400 hours on Saturday to 2359 the following Saturday. Hours of work shall include sick leave, vacation, compensatory time, holiday and any other City provided leave. Voluntary shift swapping shall not result in the payment of overtime. Training time shall be considered compensable hours of work. Training time consisting of more than seven (7) hours in a day shall constitute a regular work day for compensation purposes, regardless of whether the time spent is more or less than the regular work day. For example, if the training lasts 7 1/2 hours, the Employee will be compensated for 10 hours if they normally work a 10 hour shift. If the training lasts 11 hours the Employee would be compensated for 10 hours if they normally work a 10 hour shift.
- 5.2 Except as specifically modified herein, the Employees shall be entitled to all of the benefits in the Fair Labor Standards Act.
- 5.3 Employees on their day of rest that are subpoenaed to appear in court on a criminal case, or called back to work, shall be compensated at a minimum of three (3) hours at the overtime rate of pay.
- 5.4 Officers not notified of a cancellation of a scheduled criminal court appearance within twelve (12) hours of the scheduled appearance shall be compensated at a minimum of three (3) hours at the overtime rate of pay, only if they called the Court the day before and were advised that their Court appearance was still required.

- 5.5 Department wide meetings are not subject to the call back minimum set forth above, and Employees required to attend department wide meetings will be paid the appropriate rate of pay for actual time spent in the meeting, with a two hour minimum.. Training for all employees may be conducted during the department meetings.
- 5.6 Any employee, if agreed to by the Employer, may elect to accrue compensatory time off at the rate of time and one-half (1.5) in lieu of overtime payments up to a maximum accumulation of forty (40) hours. Requests to utilize accrued compensatory shall be made to the Chief or their designee. Requests to utilize compensatory time off shall be granted in accordance with the Fair Labor Standards Act.
- 5.7 Effective the signed date of this Agreement, at the start of each calendar month, sergeants of the Department shall receive two (2) hours of compensatory time off. Compensatory time off under this Section is provided as the exclusive compensation for time spent by sergeants responding to work-related telephone calls during off-duty hours, provided, however, that sergeants who are called back to work after receiving an off-duty telephone call shall be paid as provided elsewhere in this Agreement. Sergeants shall normally use the two (2) hours of compensatory time off provided under this Section in the month that they are earned, but may elect to accrue a maximum of four (4) hours. Compensatory time off provided under this section shall be treated and recorded separately from the compensatory time off provided under Section 5.6 of this Article.

## **ARTICLE 6 - HOLIDAYS**

- 6.1 Each full time Employee shall receive 110 hours of holiday time in lieu of holidays. If the City recognizes more than 11 holidays in a year as official holidays, then this allotment shall increase by 10 hours for each additional recognized holiday. Holiday time may be used before or after vacation time, and must be used in the calendar year in which it is received. There will be no carry forward of holiday time. This allotment amount shall be prorated for regular part time employees based on the percentage of a fulltime shift that they normally work. An Employee who works on a holiday or any portion thereof shall be compensated at the overtime rate. Provided, if, during the holiday, an Employee is called to duty, he shall be compensated at the double time rate.
- 6.2 For Employees who do not work a full year, their prorated share of holiday time will be based on a percentage of time worked which will be established through the date of employment and determined by the Employer.
- 6.3 An Employee may carry over to the following calendar year up to 40 hours of holiday time.

## **ARTICLE 7 - VACATIONS**

- 7.1 Vacation shall be given as an additional employment benefit. Vacation may be taken as earned according to the following schedule:

Date of hire through 5 years	8 hours per month
Beginning of 6 <sup>th</sup> through 9 <sup>th</sup> year	10 hours per month
Beginning of 10 <sup>th</sup> through 15 <sup>th</sup> year	12 hours per month
Beginning of 16 <sup>th</sup> through 19 <sup>th</sup> year	14 hours per month
Beginning of 20 <sup>th</sup> year and thereafter	16 hours per month

Vacation time is accrued from the date of hire, but cannot be used, until successfully completing six (6) months of employment. Accrued vacation shall not exceed 240 hours at any time.

- 7.2 Vacation Bid Process: Employees shall choose vacation by rank and then seniority within the rank. The annual shift bid shall take place first, followed by the annual vacation bid, which spans two weeks and typically takes place during the last two weeks of November. During the annual vacation bid, employees may bid for up to eighty (80) hours of vacation each. Following the annual vacation bid, the paid leave calendar shall remain open for bidding, by rank and then seniority within the rank, for seven (7) calendar days, typically beginning on December 1 and ending on December 7. Thereafter, vacation shall be scheduled on a “first come – first served” basis. The calendar dates for bidding may be adjusted by the Employer based on a delay with issuance of the final budget, although the total days for bidding shall not be reduced. Once scheduled, vacations shall not be cancelled absent an actual emergency. Only one Employee can be on vacation at any time, unless the Chief of Police determines staffing needs can be adequately met.

Employees shall not be able to bid a vacation on January 1, July 4<sup>th</sup>, Labor Day, Thanksgiving, the day after Thanksgiving or Christmas Day. Provided, nothing prohibits the Department from granting leave on one of those dates by seniority if staffing levels otherwise permit.

- 7.3 Employees shall receive all accrued vacation at the time of termination, provided vacation earned during the year of termination shall be prorated.

## **ARTICLE 8 - SICK LEAVE**

- 8.1 Employees of the police department shall accrue sick leave at the rate of eight (8) hours per month with a maximum accrual of one thousand forty (1,040) hours.
- 8.2 Sickness or disability shall be reported to the department head or the immediate supervisor at least four (4) hours prior to commencement of the employee's

workday, or as soon thereafter as practicable. The employee may be required to provide proof of illness. Any employee who utilizes more than three (3) separate work days of sick leave either immediately prior to, or immediately following, their normal weekend (weekly days off) or holiday, may be required to provide a doctor's certificate for every subsequent sick hours taken during the remainder of that year.

- 8.3 Employees noted in 8.1 above are entitled to use sick leave for only a bona fide illness or injury, quarantine due to exposure to contagious diseases, any physical treatment or examination including medical, dental or ocular. Employees may also use sick leave for illness or injury to the employee's spouse or minor child, requiring the employee's attendance and/or care. Employees shall make reasonable attempts to schedule routine medical, dental and vision care appointments during their off-duty time so as to not impact department staffing levels. Emergency and last minute appointments shall be approved by the immediate supervisor not an Association member, or Police Chief.

Sick leave may also be used for parents, including "step", who do not live in the employee's household, under circumstances defined as serious or extreme and/or life threatening.

- 8.4 Employees entitled to sick leave who have exhausted their sick leave accrual may use accrued vacation.
- 8.5 Time off for medical purposes shall be charged against sick leave for actual time used only.
- 8.6 If an employee retires from the City, meeting LEOFF plan requirements, that employee is eligible to cash out 25% of their sick leave balance at their current straight time rate.

8.7 Leave Provided by Applicable Statutes.

The Employer will provide eligible employees with all family and medical leave, pregnancy disability leave, military leave, and other paid and unpaid leave required by state and federal law, including:

- a) Family and Medical Leave (29 U.S.C. § 2601 et seq. and RCW 49.78).
- b) Family Care Act Leave (RCW 49.12.265).
- c) Pregnancy Disability Leave (RCW 49.60).
- d) Leave for Victims of Domestic Violence, Sexual Assault, and Stalking (RCW 49.76).
- e) Leave for Spouses of Deployed Military Personnel (RCW 49.77).
- f) Military Leave for Public Employees (RCW 38.40.060).
- g) Leave for Certain Emergency Services Personnel (RCW 49.12.460).

Leave eligibility, benefits, and requirements will be determined by applicable state or federal law and will be administered according to the City of Black Diamond Personnel Manual. In the event any provisions of the City of Black Diamond Personnel Manual conflict with state or federal law, then the terms of the state or federal law shall apply.

- 8.8 Employees injured on duty who receive Labor and Industries compensation shall be permitted to sign over the L&I check to the City and receive their regular compensation provided for under the Agreement. Employees shall not exhaust sick leave while on L&I status.
- 8.9 Association members shall be permitted to donate accrued, but unused, vacation or sick leave to other employees in accordance with City policy, as stated in the City of Black Diamond Personnel Manual. The parties recognize that the City will amend its current donation policy to reflect that donated hours will be converted into cash, and then converted into a proportionate share of hours for the employee receiving the donation, to account for pay disparities between the donating and receiving employees. Beyond this change, the City agrees to bargain the impacts of any subsequent policy revision that materially impacts Association members.

#### **ARTICLE 9 - BEREAVEMENT LEAVE**

- 9.1 Employees are eligible to receive up to five (5) days of paid bereavement leave for the death of an immediate family member. The specific length shall be determined by the Chief. In addition, employees are guaranteed an additional three (3) days of paid bereavement leave for attendance at the funeral of an immediate family member located more than 500 miles away. In the event an employee's spouse or child dies, the Chief has the discretion to allow the employee to use accrued sick, vacation, or holiday leave for purposes of extended bereavement. All leave taken under this Article shall be used within thirty (30) days of the date of death.

For purposes of this section, "immediate family member" includes spouses, children, stepchildren, foster children, siblings, grandparents, parents of employees or parents of employees' spouses, grandchildren, and any other familial inhabitants of employees' households.

- 9.2 Employees may be excused by the Employer to attend the funeral of deceased fellow employees as leave with pay.

#### **ARTICLE 10 - JURY DUTY**

- 10.1 An employee serving on a jury of a federal, state, or municipal court shall be granted leave from City employment to the extent required by such service, and shall be paid during such leave the difference between his/her regular salary and

the amount paid by the Court for such duty. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing date and time served and the amount of jury pay received. The employee shall submit to the City the money received for such services performed during City time. This benefit shall be expanded or diminished based upon changes in applicable federal or state law, and the impacts shall not be negotiated.

## **ARTICLE 11 - OTHER LEAVES**

- 11.1 The Employer provides military leave in accordance with RCW 38.40.060. Leave eligibility, benefits, and requirements will be determined by applicable state law and will be administered according to the City of Black Diamond Personnel Manual. In the event any provisions of the City of Black Diamond Personnel Manual conflict with state law, then the terms of the state law shall apply.
- 11.2 The Employer may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) days, in the sole discretion of the Employer. No leave of absence without pay shall be granted except upon written request of the employee. Whenever granted, the leave shall be in writing and signed by the Employer, and a copy filed with the department head. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status, excepting that the time on leave will be deducted from his total service to determine seniority. Failure on the part of the employee on leave without pay to report promptly at the expiration of the leave shall result in automatic termination of employment. The Employer may, in exceptional circumstances and in its sole discretion extend leave beyond ninety (90) days but reinstatement cannot be guaranteed. The Employee shall be responsible for paying in advance all health insurance premiums during the absence without pay. Failure to do so is grounds for denying the leave of absence.
- 11.3 Pursuant to RCW 1.16.050(3), each employee is entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Leave will be provided in accordance with Washington law and the City of Black Diamond Personnel Manual. In the event City policy conflicts with Washington law, then the minimum requirements of Washington law shall apply.

## **ARTICLE 12 - SENIORITY**

- 12.1 Seniority is the length of continuous employment in each rank of an employee with the Employer in the police department.

- 12.2 Seniority shall be broken only by resignation, discharge, retirement, layoff of more than six (6) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff.

### **ARTICLE 13 - PROMOTIONS, DEMOTIONS AND TRANSFERS**

- 13.1 Promotions, non-disciplinary demotions and transfers will be carried out in accordance with Civil Service Commission rules, regulations and statutes.

### **ARTICLE 14 - LAYOFFS AND RECALL**

- 14.1 Layoffs will be conducted in reverse order of seniority by rank. Recall from layoff shall be done in order of seniority, with the most senior employee within a rank being recalled first. Seniority shall be defined as the total length of service with the Department. As a mandatory condition of reinstatement, an employee subject to recall must be qualified to hold his/her position at the time of recall.
- 14.2 The period for recalling a laid-off employee shall be limited to twelve (12) months beginning on the date of the layoff. The Employer reserves the right to extend the twelve (12) month period at its discretion. It is the responsibility of a laid-off employee to provide current contact information to the Employer. If the Employer has difficulty contacting a laid-off employee, it may request assistance from the Association. Failure of an employee to report for reinstatement within ten (10) days of notification of job availability shall result in loss of seniority and, at the Employer's discretion, may result in the forfeiture of the right to reinstatement.

### **ARTICLE 15 - HEALTH & WELFARE - DENTAL - VISION - PRESCRIPTION DRUG - PENSION - LIFE INSURANCE**

- 15.1 The City shall provide all full-time employees and their dependents the option of enrolling in one of two health plans offered by AWC. The first plan is AWC HealthFirst ~~"No Deductible"~~250 plan with AWC Plan "A" dental insurance. The second plan is AWC Group Health ~~\$10-20~~ Co-Pay Plan 3. The vision and orthodontia plans currently offered by AWC (subject to change by AWC) are the following: (1) Vision Service Plan – Full Family, \$25 Deductible; and (2) Orthodontia – Plan V. All employees agree to add both vision and orthodontia plans at their sole expense. Employees also have the option of adding any other benefits offered by AWC through the plans at their sole expense.

- 15.2 ~~For the period of August 31, 2014 through January 31, 2015, the parties agree as follows:~~

~~If an employee opts for the AWC HealthFirst "No Deductible" plan, then the City shall pay the premium for the employee and the employee's spouse and dependents. Each employee, as a monthly payroll deduction, shall reimburse the City for a portion of the premium. Each employee shall contribute \$50 per month, plus a percentage of the increase over the 2009 premium rate. The City shall pay~~

~~ninety (90) percent of the increase in premiums for 2010, 2011, 2012, 2013, 2014, and the first month of 2015, and employees shall pay the remaining ten (10) percent. Thus, the employee's monthly contribution shall be as follows:~~

	<u>2014</u>	<u>Jan. 2015</u>
<del>Employee Only</del>	<del>\$64.64</del>	<del>\$ 67.97</del>
<del>Employee + Spouse</del>	<del>\$79.60</del>	<del>\$ 86.28</del>
<del>Employee + Spouse + 1 Child</del>	<del>\$86.97</del>	<del>\$ 95.30</del>
<del>Employee + Spouse + 2 or more Children</del>	<del>\$93.19</del>	<del>\$102.89</del>
<del>Employee + 1 Child</del>	<del>\$72.01</del>	<del>\$ 76.99</del>
<del>Employee + 2 or more Children</del>	<del>\$78.23</del>	<del>\$ 84.58</del>

~~If an employee opts for the AWC Group Health \$10 co-pay plan, then the City shall pay the premium for the employee and the employee's spouse and dependents. Each employee, as a monthly payroll deduction, shall reimburse the City for a percentage of the increase over the 2009 premium rate. The City shall pay ninety (90) percent of the increase in premiums for 2010, 2011, 2012, 2013, 2014, and the first month of 2015, and employees shall pay the remaining ten (10) percent. Thus, the employee's monthly contribution amount shall be as follows:~~

	<u>2014</u>	<u>Jan. 2015</u>
<del>Employee Only</del>	<del>\$11.80</del>	<del>\$12.98</del>
<del>Employee + Spouse</del>	<del>\$23.52</del>	<del>\$29.71</del>
<del>Employee + Spouse + 1 Child</del>	<del>\$29.64</del>	<del>\$37.40</del>
<del>Employee + Spouse + 2 or more Children</del>	<del>\$35.78</del>	<del>\$45.10</del>
<del>Employee + 1 Child</del>	<del>\$17.94</del>	<del>\$22.62</del>
<del>Employee + 2 or more Children</del>	<del>\$24.08</del>	<del>\$30.33</del>

~~For the period of February 1, 2015 until December 31, 2016, the parties agree as follows:~~

- ~~a. For both the AWC HealthFirst "No Deductible" and AWC Group Health \$10 co-pay plans, the City shall pay the premium for the employee and the employee's spouse and dependents. Each employee, as a monthly payroll deduction, shall reimburse the City for a portion of the premium. The City and employees shall equally split (50/50) total premium increases over final 2014 rates. For example, if total premiums for 2015 are 5.0% above the rates in effect in 2014, the City shall pay half (2.5%) of the total increase and employees shall pay the remaining half (2.5%). Using final 2014 rates as the starting point, employees who opt for the AWC HealthFirst "No Deductible" plan shall contribute \$50 per month plus 50% of the total premium increase for 2015 and 2016. Using final 2014 rates as the starting point, employees who opt for the AWC Group Health \$10 co-pay plan shall contribute 50% of the total premium increase for 2015 and 2016.~~

2015 AWC HealthFirst Cost-Sharing Premiums

Employee Only	\$ 81.28
Employee + Spouse	\$113.01
Employee + Spouse + 1 Child	\$128.63
Employee + Spouse + 2 or more Children	\$141.68
Employee + 1 Child	\$ 96.90
Employee + 2 or more Children	\$109.96

2015 Group Health \$10 Co-Pay Cost-Sharing Premiums

Employee Only	\$ 17.70
Employee + Spouse	\$ 35.28
Employee + Spouse + 1 Child	\$ 44.46
Employee + Spouse + 2 or more Children	\$ 53.67
Employee + 1 Child	\$ 26.91
Employee + 2 or more Children	\$ 36.12

Prior to this Agreement, using 2016 rates, employees paid the following cost-share towards premiums under the previous health plans:

2016 AWC HealthFirst Cost-Sharing Premiums  
(based on \$50 per month, plus percentage of premium)

Employee only	\$91.97
Employee + Spouse	\$134.46
Employee + Spouse + 1 Child	\$155.37
Employee + Spouse + 2 or more Children	\$173.62
Employee + 1 Child	\$112.88
Employee + 2 of more Children	\$130.33

2016 Group Health \$10 Co-Pay Plan 2 Cost-Sharing Premiums  
(based only on percentage of premium)

Employee only	\$43.81
Employee + Spouse	\$87.11
Employee + Spouse + 1 Child	\$109.40
Employee + Spouse + 2 or more Children	\$131.73
Employee + 1 Child	\$66.13
Employee + 2 of more Children	\$88.46

Effective January 1, 2017, employees shall move to AWC HealthFirst 250 and AWC Group Health \$20 Co-Pay Plan 3. Employees shall continue paying the rates listed above, plus 50% of the annual premium increase for the plan they are enrolled in. For example, if 2017 premiums for AWC HealthFirst 250 increase

4.5% then employees shall pay 50% of the increase and the City shall pay the remaining 50%. This 50/50 split of annual premium increases shall apply each year.

- 15.3 The City has the right to change health and welfare plans and carriers, but agrees that it shall negotiate the impacts of the changes. If the City anticipates changing a benefit from the plan specified above, it shall give the Association no less than thirty (30) days notice so that the parties may meet and discuss other possible alternatives. ~~The parties acknowledge that both of the AWC health plans offered by the Employer (stated in Section 15.1 of this Article) are being eliminated by AWC on December 31, 2017. The parties acknowledge that they will be discussing movement to new health plans in 2016 or early 2017.~~
- 15.4 For each Employee that is a member of WACOPS the Employer shall pay the annual premium for the life and disability policy offered by WACOPS.
- 15.5 The Employer shall make pension contributions required by statute to the State of Washington, Department of Retirement Systems under the Law Enforcement and Firefighters (LEOFF) Plan.

#### **ARTICLE 16 - DISCIPLINARY PROCEDURES**

- 16.1 The Employer may discipline or discharge an employee for just cause inclusive, but not limited to, those causes set forth in the Civil Service Rules and Regulations.
- 16.2 Disciplinary action or measures may include the following:
- A. Verbal Warning
  - B. Written reprimand
  - C. Reassignment that results in an adverse economic impact
  - D. Suspension without pay
  - E. Demotion
  - F. Discharge
- 16.3 Progressive discipline is generally preferred, but not required, as it is intended to give notice of inappropriate conduct and to afford the Employee an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline. Certain types of conduct do not require progressive discipline, and may justify an initial higher level of discipline, or even immediate discharge.
- 16.4 When the Employer determines the circumstances are such that retention of the employee will likely result in the disruption of Employer services, damage to or loss of Employer property or be injurious to the employee, fellow employees or

the services provided by the Employer, the Employer may immediately suspend with pay, depending on the circumstances. In such cases the facts supporting the circumstances will be made available to the employee by the Employer not later than three (3) working days after the action became effective.

- 16.5 The provisions of this article shall not apply to newly hired employees serving a probationary period. Consistent with Civil Service rules, the probationary period shall be twelve (12) months from police academy graduation date, not in any case to exceed eighteen (18) months from date of hire. Probationary employees shall work under the provisions of this agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse. Employees on probationary status shall be eligible for the twelve (12) month step increase under conditions cited in Article XXIV, Section 24.2 of this agreement.
- 16.6 The employee and the employee's Association representative with the employee's written authorization shall have the right to inspect the full contents of his/her personnel file. No disciplinary document may be placed in an employee's personnel file without the employee having been first notified of said disciplinary document and given a copy. An employee who disagrees with the validity of any disciplinary document added to the file shall have the opportunity to challenge said complaint under the grievance procedure herein, other than verbal or written reprimands, which shall not be subject to the grievance process. In the case of a written reprimand or higher form of discipline, the employee may provide a written response within thirty (30) days of being provided notice, which shall be placed in the personnel file, and only removed if the written response is also removed. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.
- 16.7 Records of disciplinary action shall be removed from all City or Department maintained personnel files and not considered for purposes of progressive discipline based upon the following retention schedule and upon request of the employee:
1. Verbal Warning - Written records of a verbal warning or counseling shall be removed and destroyed after twelve (12) month without a reoccurrence of similar conduct which gave rise to the warning or counseling.
  2. Written Reprimand - Written reprimands shall be removed and destroyed after eighteen (18) months without reoccurrence of the same conduct which gave rise to the reprimand.
  3. Suspension – Suspensions shall be removed and destroyed after sixty (60) months without a reoccurrence of similar conduct which gave rise to the suspension.

Records of disciplinary action shall be kept by the City as required by Washington State records retention laws and schedules, as promulgated by the Office of the Secretary of State.

### **ARTICLE 17 - UNIFORMS WEAPONS AND EQUIPMENT**

- 17.1 The Employer will provide each new hire with all department issued and required equipment, including uniforms. The Employee shall be responsible for maintaining all issued equipment and uniforms. All issued equipment shall be returned to the City upon termination of employment.
- 17.2 Each employee shall be provided a new ballistic vest at least once every five (5) years or whenever the vest has expired.
- 17.3 For each year of this Agreement, ~~\$650~~\$700 uniform allowance will be provided to each employee and the allowance can only be used at an approved vendor. The City will pay the vendor directly, up to the amount of unused allowance. The allowance shall be credited to the employee in January of each year. If a piece of equipment or uniform is damaged in the line of duty, it will be repaired or replaced by the City separately, without deduction from the Employee or the uniform allowance.

### **ARTICLES 18 - GRIEVANCE PROCEDURE**

- 18.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If a grievance cannot be resolved through informal means, the grievance will be settled as hereinafter provided.
- 18.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any specific provision of this Agreement.
- 18.3 Any party who believes they have a grievance arising out of the terms of this Agreement may, except for arbitration, personally or through a representative, apply for relief under the provisions of this Article. Provided an employee cannot grieve an item unless it is approved first by the Association executive board, and proof of said approval is provided to the City at the time the grievance process is commenced.
- 18.4 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual written agreement of the parties to the grievance. For purposes of this Article, "working day" shall be defined as Monday through Friday, excluding holidays recognized by the City (and specified in the City of Black Diamond Personnel Manual).

- 18.5 To timely initiate the grievance process, a party must file a formal written grievance within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance. If a party fails to comply with this ten (10) working day period, then that party forever waives and forfeits the grievance as well as any and all rights and remedies relating to the grievance. Failure to timely pursue a grievance to the next step renders final and conclusive the last determination and response. If an employee wishes to have those matters currently addressed under Civil Service Rules and Regulations, inclusive of promotions, demotions, transfers, layoffs, recall and discipline, but not limited thereto, the employee must file a request for an investigative hearing within ten (10) working days of the occurrence. Regarding disciplinary actions, the employee may elect to have disciplinary action reviewed by the Civil Service Commission. If the employee elects to have disciplinary action reviewed by the Civil Service Commission then a request for an investigative hearing must be filed with the Commission within ten (10) working days from the date of the disciplinary action. The employee must elect to have disciplinary action reviewed either through the grievance procedure or by the Civil Service Commission. An employee is not entitled to review of disciplinary action under both procedures. If the employee elects to pursue matters before the Civil Service Commission then the Civil Service Commission procedures will be applicable and not those of the collective bargaining agreement.
- 18.6 Prior to initiating the formal grievance procedure, the Association and/or grievant may verbally present a grievance to the Chief or the Chief's designee. A grievant presenting a verbal grievance shall have the option of being accompanied by an Association representative. The presentation of a verbal grievance under this paragraph is intended as a voluntary, optional, and informal method of attempting to settle potential grievances at an early stage. If a verbal grievance is not satisfactorily resolved, then the grievant may initiate the formal grievance procedure. Presenting a verbal grievance under this paragraph does not suspend the ten (10) working day period for filing a formal written grievance, as dictated by paragraph 18.5 and Step 1 of the formal grievance procedure.
- 18.7 The formal grievance procedure shall be as follows:

Step 1:

The grievance shall be presented in written form, stating the specific provision(s) of this Agreement allegedly violated, to the Chief within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance. Thereafter, the Chief shall respond in writing to the aggrieved employee within ten (10) workings days after receipt of the grievance. If the employee elects to have applicable matters reviewed by Civil Service then the employee will need to comply with the provisions set forth in Section 18.5 above.

Step 2:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) working days of the response in Step 1 above, the grievance in written form shall be presented to the Mayor or designee. The Mayor or designee shall schedule a meeting with the employee within fifteen (15) working days from the date of submission and respond within seven (7) working days of the meeting to the employee and Association. The employee has the right to be represented by his Association representative and the department head has the right to be represented by an Employer representative.

Step 3:

A. Final and Binding Arbitration and/or Mediation:

If the grievance has not been resolved at Step 2, the Association or City may refer the unsettled grievances to mediation and/or final and binding arbitration. If the parties refer the matter to mediation then the timelines for final and binding arbitration shall be extended to accommodate the mediation process.

B. Notice - Time Limitations: The Association shall notify the other party in writing by certified mail of submission to mediation or arbitration within twenty (20) days.

C. Arbitrator - Selection: After timely notice, the parties shall establish who the arbitrator will be in the following manner:

1. After timely notice, the parties shall select an impartial arbitrator within thirty (30) days, if possible, after the request is made to arbitrate.

2. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, they will request a list of nine (9) arbitrators who are willing to abide by time limitations. A list of impartial arbitrators shall be furnished by the Public Employment Relations Commission (PERC). The parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until one (1) name remains. This person will serve as the sole arbitrator subject to the following provisions.

D. Decision - Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of said arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) days or as soon as possible thereafter, unless an extension of time is agreed upon as provided for herein.

E. Limitations - Scope - Power of Arbitrator:

1. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.

2. The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there has been a violation of the terms of this Agreement.

3. The arbitrator shall also have the authority to receive evidence and question witnesses.

4. The arbitrator shall not have the authority to review or consider appeals carried out pursuant to Civil Service Commission Rules and Regulations.

F. Arbitration Award - Damages - Expenses:

1. Each party hereto shall pay the expenses of their own attorneys, representatives, witnesses, and other costs associated with the presentation of their case. The party that did not substantially prevail shall pay the expenses of the arbitrator.

2. The arbitrator's written award shall be final and binding on all parties.

**ARTICLE 19 - NON-REDUCTION OF WAGES AND WORKING CONDITIONS**

19.1 The parties hereto agree that the wages and working conditions specified in this Collective Bargaining Agreement shall not be modified during the agreement term, except as provided herein or as authorized by law. The Employer may provide additional benefits to the Employees, from time to time, as may be adopted by City ordinance or resolution.

**ARTICLE 20 - STRIKES AND LOCKOUTS**

20.1 The employer and the Association recognize that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, neither the Association nor the Employer shall cause, engage in, or sanction any work stoppage, slowdown, or other interference with City functions. Employees who engage in any of the foregoing

actions may be subject to disciplinary action including immediate discharge. No individual shall receive any portion of his/her salary or benefits as provided by the employer, and in accordance with applicable law, while engaging in activities in violation of this Article.

### **ARTICLE 21 - ASSOCIATION REPRESENTATION**

- 21.1 An authorized representative of the Association shall have the right, in unpaid status and after obtaining appropriate signed releases from the affected employees, to investigate grievances or conditions at reasonable hours upon first securing permission from the Employer to do so and without interfering with the progress of work. The Association shall advise the Employer, in writing, of the names of their authorized representatives and stewards.

### **ARTICLE 22 - BULLETIN BOARD**

- 22.1 The Employer shall provide space for a bulletin board of no more than 8 square feet in size, for the Association's use in an area conveniently accessible to bargaining unit employees, solely to be used for the purpose of notifying employees of matters pertaining to Association business. All notices shall be signed by a representative of the Association who is authorized by the Association to approve Association notices. The Board shall be properly maintained, in a neat and safe manner, by the Association.

### **ARTICLE 23 - NON-DISCRIMINATION**

- 23.1 The Employer agrees that they will not discriminate against any employee because of lawful Association activity.
- 23.2 Neither the Association nor the Employer, in carrying out their obligation under this agreement, shall not unlawfully discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, color, creed, national origin, gender, age, marital status, disability or religion.
- 23.3 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

### **ARTICLE 24 – WAGES**

- 24.1 The Employees shall be paid the base wage set forth in Appendix A.
- 24.2 For the duration of this Agreement, wages for Association members shall remain fixed at the rates as they existed on August 30, 2014 listed in Appendix A to this Agreement. Wage rates are still subject to adjustments for education incentive pay (as described in this Article), specialty pay (as described in this Article),

progression through steps (as described in Appendix A of this Agreement), and promotions.

- 24.3 All bargaining unit employees shall receive an education incentive added to the base pay equal to 2% for an Associate Arts Degree or 4% for a Bachelor Degree and 6% for a Masters degree.
- 24.4 Employees assigned by the chief to act as a Field Training Officer or full time Detective shall be paid an additional premium of three percent (3%) of the base rate of pay each month. There shall be no pyramiding of premium pays, and the FTO premium pay shall only apply during actual training time.
- 24.5 The K-9 Officer shall receive one-half hour release time from each shift and one-half hour of pay or compensatory time off on each day off for compensation for the at home care and feeding of the dog.

#### **ARTICLE 25 - SEPARABILITY**

- 25.1 In the event that any provision of this agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction, or through a final decree of a government, state or local body, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provision of this agreement shall be modified through negotiations to comply with the existing regulations or laws.

#### **ARTICLE 26 - MILEAGE ALLOWANCE**

- 26.1 All employees required by the cognizant department head to use their private cars for official departmental business, shall be compensated at the rate provided by ordinance or resolution, or as the same may be amended or substituted.

#### **ARTICLE 27 – TAKE HOME CARS**

- 27.1 Employees shall be provided their assigned regular patrol vehicle as a take home vehicle, subject to the rules and regulations, including amendments there to, that are adopted by the Chief of Police. Each employee will be required to sign, prior to receiving a take home vehicle, an agreement with the City that they will comply with the adopted rules and regulations and failure to do so may result in losing the take home car privilege. If the take home car privilege is taken away from an officer, only whether or not a violation of the adopted rules and regulations has occurred will be subject to the grievance process.

#### **ARTICLE 28 - CONFLICT OF CONTRACT AND ORDINANCE**

- 28.1 The rules and regulation of the Black Diamond Civil Service Commission shall govern unless specifically superseded by the terms and conditions of the Agreement.

### **ARTICLE 29 - MANAGEMENT RIGHTS**

- 29.1 Except as expressly modified or restricted by a specific provision of this Agreement or applicable Civil Service Regulations, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in management. This shall include, but is not limited to the right in its sole and exclusive judgment and discretion to; 1) take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the department or the City; 2) to discipline employees for cause; 3) to determine the number of employees to be employed and the appropriate staffing levels; 4) to conduct job analysis and performance; 5) to determine the duties, task, responsibilities and essential functions of each job; 6) to hire employees; 7) to determine employee qualifications and to assign and direct their work; 8) to evaluate employee's performance; 9) to promote, demote, transfer, lay off, recall to work, and retire employees; 10) to set productivity standards; 11) to set reasonable fitness standards; 12) to maintain the efficiency of operations; 13) to set working schedules, add or delete shifts, and determine the shift to be worked; 14) to determine the personnel, methods, means and facilities by which operations are conducted; 15) to contract for goods and or services; 16) to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation or service; 17) to control and regulate the use of facilities, equipment, and other property of the department; 18) to introduce new or improved equipment, materials, or methods; and 19) to issue, amend, revise and delete policies, rules, regulations, general orders, administrative directives and practices.
- 29.2 The Employer's failure to exercise any right reserved to it in section 29.1, or its exercise of the right in a particular way, shall not be considered a waiver of the right, or a limitation of its exercise of the right in some other way not in conflict with the express provisions of this Agreement. There shall be no prevailing right of the Association or the Employee to any particular way a management right has been exercised in the past, or a benefit has been administered, except as expressly set forth in this Agreement.

### **ARTICLE 30 – BILL OF RIGHTS**

- 30.1 Subject to the provisions of this Agreement and except as otherwise provided, employees have the right to use the grievance procedure contained herein to protect their rights as set forth in this Agreement.
- 30.2 All employees within the bargaining unit shall be covered by the following rules and regulations. The powers and duties of law enforcement officers involve them

in many contacts with members of the public and questions are bound to arise as to the nature of such contacts, which questions require immediate investigation by superior officers who have been authorized to make such investigations by the Chief of Police.

Such investigations shall be conducted under the following general guidelines:

30.2.1 When a permanent, non-probationary employee is the subject of a formal internal investigation by the Black Diamond Police Department, prior to any interview of the employee, the employee shall be advised of the general nature of the inquiry of and whether he or she is suspected of (1) committing a criminal offense; (2) misconduct that would be grounds for termination, demotion, suspension, or other disciplinary actions; (3) that the employee may not be qualified for continued employment with the Department. All interviews shall be conducted in a manner consistent with due process rights granted by law. The officer shall not thereafter contact the citizen or witnesses without prior written permission of the Chief of Police.

30.2.2 If the Chief of Police determines that the officer should be questioned about the allegation, such questioning shall be done as soon as practicable. Unless an emergency is thought by the Chief of Police to exist, such questioning shall be while the member is on duty and during the daytime, if possible.

30.2.3 Questioning of the officer shall be with full regard to his constitutional rights. If the allegations amount to a charge that the officer is guilty of a crime, he shall be fully advised of his rights under the Miranda decision. The employee shall have the right to retain an attorney of his own choosing, (at no expense to the City of Black Diamond). Such attorney (and/or a representative of the Association) shall have the right to be present during any questioning.

30.2.4 An employee who is the subject for a formal investigation shall have a right to make copies of any statement he or she has signed pertaining to the investigation and shall be entitled to a copy, at its expense, of any recording of an interview of the employee.

30.2.5 It is understood that under state law, no officer may be required to take any lie detector test as a condition of continued employment, though he may request a polygraph test. If one is requested by the employee, and the Employer consents to the polygraph of the employee, it shall be taken by an independent agency chosen by the Chief of Police, after consultation with the Association, at the Employee's expense.

## **ARTICLE 31- LIABILITY INSURANCE**

- 31.1 The Employer agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of employment provided, however, such coverage will not protect the employee from their intentional and/or malicious tortious acts or assaults. Subject to the provisions of this Article, the coverage will include reasonable attorney's fees incurred by attorneys chosen by the City and reasonable costs connected with lawsuits.
- 31.2 The Drug and Alcohol Policy and procedures mutually agreed on by the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement. Said policies and procedures are a part of this Agreement.

**ARTICLE 32 - TERMINATION AND RENEWAL**

32.1 This agreement shall be in full force and effect from ~~August 31, 2014~~ January 1, 2017 until ~~December 31, 2016~~ December 31, 2019.

**CITY OF BLACK DIAMOND,  
WASHINGTON**

**BLACK DIAMOND POLICE  
OFFICERS' ASSOCIATION**

By: \_\_\_\_\_  
Mayor Carol Benson

By: \_\_\_\_\_  
Sgt. Brian ~~Martinez~~ Lynch, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Brenda L. Martinez, City Clerk

## APPENDIX A

### Effective August 31, 2014

	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Police Officer</b>	5,037	5,645	6,255	6,863.00	7,440
<b>Police Sergeant</b>	8,292	8,757	N/A	N/A	N/A

Wage rates shall remain unchanged for the duration of this Agreement. However, employees shall receive the following signing bonus payments:

January 2017 = \$1,250

January 2018 = \$1,250

January 2019 = \$1,250

The signing bonus payments will be paid only to those employees on the roster at the beginning of each calendar year. Annual payments will be made during the second payroll period of January.

An officer's wage shall be increased to the next step on his/her step-increase eligibility date and upon a satisfactory performance evaluation. For employees hired on or before May 6, 2010, the step-increase eligibility date is the first day of the month of hire. For employees hired after May 6, 2010, including all future employees, the step-increase eligibility date is the first day of the month of hire if hired from the 1<sup>st</sup> through the 15<sup>th</sup> of the month, or the first day of the month following the month of hire if hired from the 16<sup>th</sup> through the 31<sup>st</sup> of the month.

Employees will submit timesheets to the Employer's payroll department one week before the end of each month to allow sufficient time for payroll processing. A lag report for overtime earned, or leave taken, during the last week of each month will be submitted by employees with the following month's timesheets.

	<del>August 2014</del> Wage
<b>Josh Tapeç</b>	7,440.00
<b>Kris Chatterson</b>	7,440.00
<b>Tim Macdonald</b>	7,440.00
<b>Brian MartinezMike Girias</b>	8,757.00
<b>Megan RossWilliam Riepl</b>	5,037.00
<b>Brian Lynch</b>	8,757.00



MEMORANDUM OF UNDERSTANDING  
CITY OF BLACK DIAMOND  
AND  
BLACK DIAMOND POLICE OFFICERS' ASSOCIATION (F.O.P.)

1. Dates and Parties. This Memorandum of Understanding (MOU) is effective January 1, 2017 through December 31, 2019, by and between the City of Black Diamond (the "City") and the Black Diamond Police Officers' Association (the "Association").
2. Background and Purpose.
  - a. The parties have executed a collective bargaining agreement ("CBA") for the period of January 1, 2017 through December 31, 2019.
  - b. During bargaining over the CBA, the parties could not reach an agreement concerning a notice period for shift adjustments. The parties agreed to this MOU as a compromise to evaluate the need for and costs associated with providing such notice.
3. Terms of this MOU – Shift Adjustments
  - a. The City will provide 48 hours' notice of adjustments to an officer's regularly-scheduled shift. Overtime will be paid for adjustments made with less than 48 hours' notice, paid for those hours falling outside of an officer's regularly-scheduled shift. A deviation of four (4) hours or less from a regularly-scheduled shift does not qualify as a shift adjustment and does not qualify for overtime payment.
  - b. The payment of overtime for shift adjustments is intended to avoid causing inconvenience to officers' personal lives during time off and is not intended to incur overtime liability on a regular basis. The payment of overtime provided by this MOU shall apply only when the Department is fully staffed and not during staffing emergencies or public emergencies (as determined by the Chief or Commander). For example, having an officer on extended L&I leave for one (1) week or more in duration counts as a staffing emergency. Shift adjustments made by mutual agreement between the Department and the affected officer(s) shall not qualify for overtime payments.
  - c. All paid time off (vacation, holiday, compensatory time off) requests must be submitted with 72 hours' notice or they are subject to denial.

4. This MOU will remain in effect for the duration of the parties' 2017-2019 CBA and then expire. While the MOU remains in effect, the parties will evaluate its pros/cons. This MOU will not become part of the status quo or evidence at interest arbitration. The terms of this MOU will be subject for negotiation during bargaining over a successor CBA. All other terms and conditions of the 2017-2019 CBA shall remain unchanged and in full force and effect.

CITY OF BLACK DIAMOND

BLACK DIAMOND POLICE OFFICERS'  
ASSOCIATION

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Carol Benson, Mayor

\_\_\_\_\_  
Sgt. Brian Lynch, Association President