



CITY OF BLACK DIAMOND
July 11 2024 Special Meeting Agenda
Council Chambers, 25510 Lawson St.
Black Diamond, WA 98010

THIS IS OFFERED AS A HYBRID MEETING AND MAY BE ATTENDED IN PERSON AT THE ABOVE NOTED ADDRESS OR BY JOINING VIRTUAL/TELEPHONICALLY. CALL IN AND JOINING INFORMATION FOLLOWS:

Zoom link to join meeting: <https://zoom.us/j/4454477047?pwd=eGxRY3ZEeU14SVM2cGRBcUxCSjdmZz09>

(Note: You do not need a web cam to join the meeting, but you will need audio to hear the proceedings.)

Meeting ID: 445 447 7047 Password: Council

Telephone dial in options: +1 253 215 8782 US (Tacoma) +1 206 337 9723 US (Seattle) Meeting ID: 445 447 7047

6:00 P.M. CALL TO ORDER, FLAG SALUTE, ROLL CALL

READING OF GUIDING PRINCIPLES:

AGENDA REVIEW AND APPROVAL:

COUNCIL VACANCY:

- 1) Interview of Applicants for Position #3 Vacancy

COMMITTEE REPORTS:

- 2) EMAC Report

Councilor Mulvihill

DEPARTMENT REPORTS:

- 3) Community Development – Middle Housing Options and Policies

Ms. Davis

- 4) AB24-047, Finance – Discussion on Structural Deficit

Mr. Mason

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 360-851-4500. Thank you for attending.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

CONSENT AGENDA:

- 5) Claim Checks – July 11, 2024, Check No. 54564 through Check No. 54699 in the amount of \$244,810.36

- 6) Minutes – Council Meeting of June 20, 2024

- 7) AB24-048 – Resolution Approving Tough Mudder Special Event

Ms. Davis

- 8) AB24-049 – Resolution Approving Ten Trails BBQ and Brewfest Special Event

Ms. Davis

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

9) AB24-045A - Continued Discussion/Action on Levy Lid Lift

Councilor Douglass

NEW BUSINESS:

10)AB24-050 – Proposed Addendum to City’s Agreement with Mountain View Fire & Rescue

Councilor Douglass

11)AB24-051 – Resolution Awarding Bid and Contract for Skatepark

Mr. Hanis

12)AB24-052 – Ordinance Regarding Boat Dock Rules

Chief Kiblinger

13)AB24-053 – Ordinance Adopting New General Sewer System Plan; Amending Section 13.16.010

Mr. Hanis

14)AB24-054 – Resolution Regarding Transfer Development Rights Purchase and Sale Agreement with
CCD Black Diamond Partners LLC

Mr. Linehan

15)AB24-055 - Resolution Authorizing Collective Bargaining Agreement with Professional Unit

Ms. Martinez

16)AB24-056 – Resolution Authorizing Collective Bargaining Agreement with Public Works/Admin
Support Unit

Ms. Martinez

MAYOR'S REPORT:

COUNCIL REPORTS:

- Councilmember de Leon
- Councilmember Jones
- Councilmember Page
- Councilmember Deady
- Councilmember Douglass
- Councilmember Mulvihill

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:

APPLICATION FOR APPOINTMENT TO BLACK DIAMOND CITY COUNCIL POSITION #3

Applicant Information

(Please type or print)

Applicant Name MARIO SORCI
Residence Address 24303 ROBERTS DR BLACK DIAMOND
Home Phone 206 793 2955 Work Phone 253 631 8008
Email MARIO @ UMEDAES.COM

Cover Letter and Resume

Please attach a one-page cover letter and a resume of no more than two pages to this application.

Supplemental Questions

Please respond to the following questions regarding your interest in the position of Councilmember for the City of Black Diamond on separate pages, using no more than 3 pages total:

1. Why are you interested in serving as a Black Diamond City Councilmember?
2. What strength would you bring to the Council?
3. What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?
4. Explain your current and past community involvement and/or service on city, nonprofit, or public boards, committees, task forces, or commissions and how this has contributed to the Black Diamond community. Address its relevance to the position of Black Diamond City Councilmember.
5. What do you wish to accomplish during this appointed term as a Black Diamond City Councilmember?
6. What is your vision for our City and community?
7. Is there anything else you would like to add that would help us get to know you a little better?

Please return this form, your cover letter, resume and answers to the supplemental questions to the City Clerk at Black Diamond City Hall (24301 Roberts Drive, mail at PO Box 599, Black Diamond, WA 98010, or by email to bmartinez@blackdiamondwa.gov) **no later than 4:00 p.m. on June 26, 2024.** Applications received after 4:00 p.m. will not be accepted.

If delivered or mailed the application and any correspondence should be addressed to:

Brenda L. Martinez, City Clerk
Black Diamond Councilmember Recruitment
PO Box 599/24301 Roberts Drive
Black Diamond, WA 98010

MARIO SORCI

11 June, 2024

24303 ROBERTS DR. BLACK DIAMOND

1. I believe I can add to the diversity of the city council and bring opinions that are different than the current council members.

2. As a past council member for many years I understand the requirements of the council members and my business background brings management financial experience.

3. The top 3 issues are finance, growth and environment

For finance I would want to be involved in a complete review of the city finances to look for efficiencies in how we do business. Even though the city is a public entity there is no reason that it can't operate like a business to provide the highest level of service at the lowest cost.

The city needs to manage its growth. Unhindered growth of residential can destroy this city

We need to make sure that growth doesn't come at the expense of the environment.

4. I served briefly on the planning commission prior to being appointed to the city council where I served for many years.

5. I will work with the council and mayor to improve the city's financial position as a financially healthy city can provide the residents with the quality of life that they came to Black Diamond for. This means that the city cannot rely on residential property taxes to support the city.

6. We need a good retail business base, but we need to think beyond that. We must attract all types of businesses as this is the only way Black Diamond will be able to remain viable. I believe a good rule of thumb is residential gets \$1.10 of service for every dollar they pay. Business gets \$0.80 of service for every dollar they pay. You can see from this that without a viable business sector we can't survive.

7. I travel a lot and spend a significant amount of time in Australia. When I am here, I work at AES and at remodeling my house that is currently not livable. Sorci family owns the building that the city uses and of course I would recuse myself on anything regarding the lease.

Mario Sorci

24303 Roberts Dr.

Black Diamond, WA.

I moved my business to Black Diamond in 1979 and built my house here in 1984. I retired from working full time so I could enjoy traveling.

I have been involved in community service most of my life. I was an active Rotarian for many years and still consider myself as one. I served as president of the Maple Valley Black Diamond Rotary club.

I have used Rotary's 4-way test to guide my life and business.

1. Is it the truth
2. Is it fair to all concerned
3. Will it build goodwill and better friendships
4. Will it be beneficial to all concerned.

While I was a member of the Black Diamond council I voted for the annexation and the growth that is now Ten Trails. To be honest with myself I wish we had added more requirements to this project. Especially one that would have required a stronger jobs component that could not be changed by a future council.

APPLICATION FOR APPOINTMENT TO BLACK DIAMOND CITY COUNCIL POSITION #3

Applicant Information

(Please type or print)

Applicant Name Darcey J Peterson
Residence Address 28945 220th PL SE, BK Diamond 98000
Home Phone cell 425-444-7731 Work Phone 425 255-9600
Email darceyp@kcubd90.com

Cover Letter and Resume

Please attach a one-page cover letter and a resume of no more than two pages to this application.

Supplemental Questions

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**Brenda L. Martinez, City Clerk
Black Diamond Councilmember Recruitment
PO Box 599/24301 Roberts Drive
Black Diamond, WA 98010**

**Darcey Peterson
28945 220th PL SE
Black Diamond, WA 98010
(425) 444-7731
darceyp@kcwd90.com**

June 26, 2024

City of Black Diamond
Attn: Brenda Martinez
City Clerk
24301 Roberts Drive
PO Box 599
Black Diamond, WA 98010

Dear Ms. Martinez,

Hello! My name is Darcey Peterson. I live on Lake Sawyer, and I am interested in the vacant Council position. I would be well suited for this position due to my related experience. I have worked for King County Water District No. 90 in the Renton Highlands for over 23 years, the first 13 years as the Finance Manager and the last 10 years as the General Manager.

During my tenure at King County Water District No. 90, I had the opportunity to work on and contribute to several Comprehensive plans, hazard vulnerability plans, strategic plans, budgets, and numerous policy documents. This experience has given me a deep understanding of the work of a Council. Moreover, I have established strong working relationships with other local governments and government agencies, such as the City of Renton, Washington Department of Health, Department of Commerce, FEMA, EPA, and others, which I believe will be beneficial in the Council position.

Having purchased my house in Black Diamond in 2018, I have been eagerly seeking ways to contribute to the City that align with my skills and knowledge. I am excited about the possibility of serving on the Council and am grateful for your consideration. Please feel free to contact me at the provided email address or phone number.

Sincerely

A handwritten signature in dark ink, appearing to read 'Darcey Peterson', followed by a long horizontal line extending to the right.

Darcey Peterson
General Manager
King County Water District No. 90

June 26, 2024
Black Diamond Vacant Council Position
Supplemental Questions
Darcey Peterson

1. Why are you interested in serving as a Black Diamond City Councilmember?

I plan to retire and live for the rest of my life in Black Diamond. I hope to participate with the Council and City Staff to continue to help make it a livable and thriving city. My experience in local government gives me a good understanding of the job of a City Councilmember. I understand the decisions that must be made and the impact on our voters, business owners, and developers. Furthermore, I understand that as a Councilmember, we are on the "front lines" of fielding residents' concerns, issues, and grievances. On a smaller scale, I have experienced these same types of interactions with Utility Customers for the past 20-plus years. Over these years, I have learned how to navigate these challenging interactions effectively.

2. What strength would you bring to the Council?

I understand how difficult it is to manage competing priorities with restricted budgets. Decisions are often not black and white; instead, they are shades of grey that have the possibility of upsetting some residents. Additionally, my background in accounting allows me to fully understand the City's financial statements, funding requirements, and Capital Improvement Plans.

3. What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?

- a. Ensuring fees, rates, and tax revenue meet the City's long-term goals.
- b. Hold developers accountable for their commitments regarding additional community infrastructure. i.e., stores, fire stations, etc.
- c. Plan improvements that encourage other modes of transportation, such as sidewalks, bike lanes, and connectivity to local and regional trail systems.

4. Explain your current and past community involvement and/or service in the city, nonprofit, or public boards, committees, task forces, or commissions and how this has contributed to the Black Diamond community. Address its relevance to the position of Black Diamond City Councilmember.

- a. I have been on the Water and Sewer Risk Management Pool's (WSRMP) Executive Committee (i.e., Board) since 2012. WSRMP provides pooled insurance for about 70 Washington State water and sewer Special Purpose Districts. In this role, I have had extensive experience as a Board member and have held the position of president, vice president, and

secretary more than once. Additionally, I understand insurance, claims, and risk mitigation.

- b. I am on a state Committee with the Department of Commerce related to SB5290. The bill, approved in 2023, establishes a State Committee to evaluate the possibility of consolidating and streamlining local permit review processes. This temporary assignment will run from August 2023 through the end of 2025.
- c. I am currently a member of the Planning Commission for the City of Black Diamond. I was appointed to this position in the Fall of 2023.

My various experiences on boards have helped me understand how they work, how decisions get made, and how to communicate with other council members, stakeholders, and the public.

5. What do you wish to accomplish during this appointed term as a Black Diamond City Council member?

I want to be a part of moving the City forward rather than trying to undo previous decisions. I don't have a specific agenda; instead, I want to participate in decisions, hoping my experience can add to the conversation and help identify the best possible outcomes. Also, this is an excellent opportunity to "test drive" the City Council position to determine if this is a good place for me to contribute to the City.

6. What is your vision for our City and community?

The city has a very extensive vision statement for the future of Black Diamond. I fully support this vision and want to help make it a reality by making decisions consistent with those goals.

7. Is there anything else you would like to add that would help us get to know you a little better?

I have enjoyed being a Planning Commissioner. I have learned a lot in the past year and know there is much more to learn. Initially, I planned to stay in this position for a few years. However, this opportunity to participate with the Council would give me a better idea of where my experience can most benefit the City.

Darcey J. Peterson

28945 220th PL SE ♦ Black Diamond, WA 98010 ♦ (425) 444-7731 (c)

Summary of Qualifications

Accounting Skills:

- ♦ Extensive experience in all areas of accounting, reporting, GASB.

Management Skills:

- ♦ Manage a Team of 15 Employees.
- ♦ Responsible for interviewing, hiring, scheduling, assigning tasks, training, reviewing, and terminating employees.
- ♦ Strive to create a team atmosphere where employees are encouraged to grow and succeed.

Communication Skills:

- ♦ Ability to utilize interpersonal skills to communicate clearly and effectively with the Board, management, customers, employees, and vendors.
- ♦ Created numerous written policies & procedures, including Risk and Resiliency assessments, emergency plans, training policies, and SOPs.

Problem Solving Skills:

- ♦ Enjoy finding creative solutions to difficult problems.
- ♦ Seek to constantly improve efficiency and accuracy.
- ♦ Led the automation of accounting systems and enterprise computer systems.

Employment History

General Manager

10/2014 – Current

King County Water District 90, Renton, Washington

- ♦ Establish plans, policies, procedures, and performance standards to assure efficient and accurate operation.
- ♦ Oversee budgets and review progress compared to established goals.
- ♦ Manage and coordinate activities of staff; plan and organize workloads and staff assignments and reviews.
- ♦ Management of water resources, land use, urban development, regulatory requirements and relationships.
- ♦ Communicate and work effectively with the District Board, Public Officials, Legislators, and the public.

Finance Manager

5/2001 – 10/2014

King County Water District 90, Renton, Washington

- ♦ Oversee daily District operations, including customer billing, customer concerns and questions, A/R, A/P, purchasing, and payroll functions.
- ♦ Prepare and maintain monthly and annual financial statements, Operating and Capital budgets, and annual state audit information.
- ♦ Prepare and disburse financial reports and project information to Managers, Board of Commissioners, Public Works Trust Fund Board, and FEMA.
- ♦ Track Developer Extension and contractor activity, including deposits, invoices, easements, Bills of Sale, and meter purchases.
- ♦ Participate in developing District policies and long-term plans, including Resolutions, Comp Plans, Personnel Policies, and Vulnerability Assessments.
- ♦ Oversee computer and billing system upgrade and installation process.

Education

BA, Business Administration, Accounting
Western Washington University, Bellingham, Washington

03/92

Leih Mulvihill Council Report of

SCA-Caucus 9:30-10am

We met with two KCOEM team members who briefly described what they do and how they can work with us. One, Eric O'Brien is the Training and Exercise Manager and he would love to do a work study with Council at any time. If the council is interested I can set it up.

Emergency Management Advisory Committee (EMAC)

In-Person

June 12th, 2024

Welcome and Introduction

The Chair Curry Mayer called the meeting to order at 10:15 am.

Approve Meeting Minutes

Suzi O'Byrne made a motion to approve the May minutes and Andrew Stevens seconded it.

The minutes were approved unanimously.

Summer Meetings Notes

Curry also announced that the leadership had affirmed the traditional summer meeting cancellations. The July and August 2024 EMAC meetings are cancelled. The next EMAC meeting will be on September 11, 2024, virtual only.

KCOEM Updates

Annual Partner Meet & Greet

KCOEM will be hosting the annual partner meet and greet on August 15 at the RCECC. Invites have gone out to partners. Please reach out if you have not received an invite. Registration is required as KCOEM will be providing lunch including carnitas cooked by Nick Gibbons!

Trainings

KCOEM will be hosting MGT-324 "Campus Emergencies Prevention, Response, and Recovery." This training was hosted and well attended in October of 2023, but there was feedback requesting to have it hosted outside of the school year. This class will run from July 9-10 in person at the RCECC. While the course was originally built for K-12 and Higher Ed campuses, the course instructors have encouraged that the course is beneficial for any sort of campus (private business, government, etc.). Registration information is available on the KCOEM Training and Exercise web page.

Welcome Travis Bilyeu

Travis Bilyeu has recently joined KCOEM as the new Recovery Program Coordinator. Travis replaces Emilia Jones. He will be working on reconvening the recovery working group as well as some future work on the Preliminary Damage Assessment process for Public Assistance Disaster Declarations.

Transportation TTX Lite

The Chair kicked off the TTX and Lexi then introduced the scenario, reminding everyone that this is a generalized scenario and not an instructional manual that dictates how a scenario or any jurisdictions/agencies mentioned in the scenario would or should respond. This is a fictitious opportunity to discuss possible response actions and think about impacts. The group broke into 4 breakout groups using a count-off process to provide variety to the groups that everyone moved into. Two groups represented on-scene responders and two groups represented EOC responders.

SITUATION

It is Tuesday, June 25. A King County Metro bus on Route 212 leaves the downtown bus stop from Yesler at 3:29pm, intending to arrive at Eastgate at 3:48. Just as the bus emerges from the I-90 tunnel on Mercer Island, heading east, around 3:40, a car in front of the bus in the left-hand side lane swerves to make the exit, careening with the car in front of the bus in the right-hand lane, the two cars bounce into a third car ahead in the right-hand lane attempting to exit. The bus, unable to stop, attempts to avoid the collision in front of it by swerving, but loses control and rams into the barrier on the left-hand lane. One car behind the bus in the motor pool lane, going over the speed limit and just emerging from the tunnel, hits the front of the bus. The remaining traffic behind the bus seems to come to a stop, but it is unclear if there are additional fender benders as traffic stops suddenly in the lanes behind the accident. All of I-90 east bound is blocked by these two concurrent collisions.

As aid vehicles arrive this is what is noted on scene:

- 3 cars are mangled on the right side of I-90, one minivan and two smaller sedans. These cars are clocking a portion of the exit lane as well as the right-hand lane. At least two people appear to have exited one of the cars. It is unclear if other occupants have exited or can exit the minivan and other sedan.
- The metro bus is perpendicular across the motor pool lane and the two left hand lanes. The primary doors of the bus are unable to open due to damage to the bus. People have begun disembarking from the bus via emergency exit windows, although it is clear there are individuals aboard with mobility issues who will be unable to exit without assistance. The driver is having what appears to be a panic attack on the side of the road and is speaking in a non-English language, unable to communicate with the first emergency responders who are attempting to render aid.
- The occupant(s) of the car that collided with the bus have not left the vehicle. The hood of that car is venting smoke which is light gray but thick and continual.
- The bus is about 50ft back from the 3-car collision.
- Cars stuck behind the accident on I-90 eastbound have been attempting to maneuver between the two accidents, which is causing problems as passengers emerging from the bus are attempting to get across I-90 to the side of the road. Some bus occupants are choosing to stay in the median near the railroad tracks instead of trying to cross traffic.
- Mercer Island activates their EOC at a partial level and is in contact with the Seattle OEM Duty Manager, King County Duty Officer and representative from King County Metro as well as WSDOT.

Guiding Questions

What are the first 3 priorities for on scene? For the EOC?

Who needs to respond to the scene? What kind of resources would you want to request to support operations and scene safety? What partners would you be communicating with?

How will you deal with the traffic stuck on I-90 behind the accident? As rush hour continues and traffic gets worse, residential streets on Mercer Island are overcrowded as well as increased impacts in downtown Seattle. Individuals in cars stuck on I-90 are growing restless.

What other operations/activities might this impact? Are there actions your group could take to minimize or communicate those impacts?

Scene update at 4:05pm

Two of the drivers, the one in the car that struck the metro bus and the minivan driver and one passenger of the metro bus (3 total individuals) are needing to be transported to Harborview in critical condition.

The passenger of one of the other sedans is pronounced deceased on the scene. The driver of this sedan needs to be extracted from the vehicle with equipment as they are unable to exit the vehicle due to damage in the wreck.

The metro bus had 32 total occupants, 9 of them appear to have obvious severe injuries ranging from broken bones to concussions. While they are not in critical condition, they do need transportation to a hospital. Another 5 are being evaluated, claiming to have injuries which are not immediately obvious.

About 7 cars back from the primary accident in the traffic of unmoved vehicles, a loud bang is heard as a car rear ends the car in front of them. The two drivers get out and begin shouting at each other. The situation quickly escalated to blows as bystanders scramble to separate the two drivers. A shot rings out from within the crowd which quickly has everyone dispersing. It is unclear if anyone was struck, who fired the shot, or where the gun is now. Additional police officers are called to the scene as officers on site quickly respond and other work to quell the panic from those involved in the initial accident.

Guiding Questions

Have objectives shifted? (on scene and EOC) What information does your group need right now and who/how would you get that information?

How are you disseminating information about traffic impacts? Do you recommend the closure of the west bound I-90 in addition of eastbound now that the situation is escalating?

What partners are you communicating with? Does this include hospitals and their impacts?

What resources are being requested (on-scene primarily)? Where can those resources be requested from (EOC primarily)?

Situation Wrap-up

The in-person meetings are intended to provide discussion. Whole group report outs were shared during the course of the meeting as the groups reacted to and discussed actions, using the guiding

questions which were developed by the EMAC leadership team and Regional Coordination Workgroup ahead of the meeting.

At the end of the report outs, Curry led the group in a discussion on why EMAC holds these TTX opportunities as part of the meeting. This includes networking, understanding what other agencies might do, and developing a greater picture of jurisdictional need. These activities also help EMAC serve its code dictated function of providing advice or submitting requests to the King County Council when and if needed. Walking through TTX scenarios allows all attendees to understand regional need and come together to support any potential future asks to the King County Council to ensure jurisdictions and response agencies are empowered and supported to serve the communities of King County. Lexi then also reminded everyone that the Executive Communication and Public Policy Workgroup, led by Curry and Brendan, is a great spot to dive deeper into those conversations for anyone who is interested. Please reach out to Sunita, Curry, or Brendan if you are interested in getting involved in that group.

Curry also thanked the Regional Coordination Workgroup who supported the development of this scenario. They will be developing more scenarios in the future, please reach out to Nick or Monica if you are interested in getting involved.

Good of the Order

Curry thanked everyone for coming and reminded attendees that the next meeting is virtual on September 11 at 10:00am.

As a reminder, all council members must take ICS100: Introduction to the Incident Command System and ICS700 NIMS: National Incident Management System, An Introduction. This can be done online on the FEMA website at <https://training.fema.gov/nims/> Once taken, you then submit your certificate to Brenda.

Leih Mulvihill

City Council Member 4

PROJECT MEMO



TO: Mona Davis, Community Development Director
FROM: Nicole Stickney, AICP
Seattle - (206) 267-2425
SUBJECT: Middle Housing Options Memo (HB 1110)

DATE: April 10, 2024
PROJECT NO.: 2230833.30
PROJECT NAME: Black Diamond Middle Housing

Introduction

In 2023 the Washington State Legislature passed [E2SHB 1110](#) ("HB 1110") which amended the Growth Management Act (GMA)¹ and requires cities make it easier to build middle housing. Middle housing is an umbrella term that refers to buildings or groupings of buildings that are similar in size and style to single-family homes but include multiple units on one lot.

HB 1110 defines "Middle housing" as:

"buildings that are compatible in scale, form, and character with single-family houses and contain two or more attached, stacked, or clustered homes including duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, stacked flats, courtyard apartments, and cottage housing."

Cities subject to HB 1110 are required to implement the requirements no later than 6 months following the next periodic Comprehensive Plan update due date. For the City of Black Diamond, compliance with HB 1110 will be required by June 30, 2025.

Under HB 1110, Black Diamond is considered a "Tier 3" city, which are cities with a population under 25,000 that are contiguous with a UGA that includes the largest city in a county with a population over 275,000 (HB 1110, Sec. 3(1)(c)). **As a Tier 3 city, the City must allow for a minimum of two middle housing units per lot on all lots that are zoned predominantly for residential use.**² In the City of Black Diamond, this is likely to apply to the R4, R6, and MDR8 zones.

To accommodate the density of middle housing and account for the differences between it and single-family homes, the City may establish objective design and development standards that differ from those for single-family homes. However, these standards cannot be more restrictive than those for single-family homes. Alternatively, the City may employ an administrative design review process to apply these design standards.

The City of Black Diamond received a grant from the Department of Commerce to help cover the costs associated with adopting regulations to plan for and accommodate middle housing. This memo provides the community and elected officials with background information on HB 1110, as well as some ideas and issues that the City may consider as it develops its middle housing regulations.

Understanding Middle Housing

Washington State is facing a significant housing crisis due to its growing population and deficit of housing stock. To combat this, the state estimates that 1.1 million new homes will need to be constructed over the next 20 years.³ According to the Department of Commerce, over half of these homes will need to be affordable to low-

¹ The main provisions of HB 1110 are codified in RCW 36.70A.635 through RCW 36.70A.638. HB 1110 has been amended by a trailer bill, [ESHB 2321](#), which alters some of its requirements for Tier 3 cities.

² Some exceptions apply, including lots or portions of lots that contain critical areas or their buffers and lots that were created through the splitting of a single residential lot.

³ <https://www.commerce.wa.gov/news/washington-state-will-need-more-than-1-million-homes-in-next-20-years/>



income households, or those who earn below 50% of the area median income (AMI). Another 25% of these homes will need to be affordable to those who make between 50% to 120% AMI. Continuing to build new single-family homes would not satisfy these needs. Instead, building middle housing at higher densities can help accommodate this need by providing more affordable homes as well as providing diverse housing types that meet the needs of different family sizes and income levels.

Middle housing is a category of housing types that are designed to be compatible in scale and form with single-family houses. These types offer a variety of attached, stacked, or clustered homes and are intended to bridge the gap between single-family homes and mid-rise apartment buildings.



Source: Opticos Design, Inc

Middle housing comes in different shapes and sizes. "Small" middle housing types are equal to or similar in size to a typical single-family house footprint. They include duplexes (two units), triplexes/fourplexes (3-4 units), and cottage housing (3-10 units).



Duplex Stacked
2 units



Duplex Side-by-Side
2 units



Cottage Housing
3-10 units



Triplex/Fourplex
3-4 units

Source: Washington State Department of Commerce, Opticos Design, Inc.

"Medium" middle housing types are slightly larger than "small" types but still similar to a typical house in building footprint size, and they have heights up to 2.5 stories. These include medium multiplexes (5-10 units), courtyard apartments (6-16 units), and townhouses (multi-story units with shared walls).



Multiplex Medium
5-10 units



Courtyard Medium
6-16 units



Townhouse Medium
1 unit



Stacked Triplex
3 units

Source: Washington State Department of Commerce, Opticos Design, Inc.

"Large" middle housing types are taller (3-4 stories) and slightly wider and deeper than "small" and "medium" types, but they can still fit on the typical lot sizes found in residential neighborhoods. These include large multiplexes (7-18 units), large courtyard apartments (20-28 units), and large townhouse developments. However, "large" middle housing types require more care to ensure that they are articulated and fit with the scale of surrounding smaller-scale residential buildings.



Multiplex Large
7-18 units



Courtyard Large
20-28 units



Townhouse Large
1 unit

Source: Washington State Department of Commerce

What About Accessory Dwelling Units?

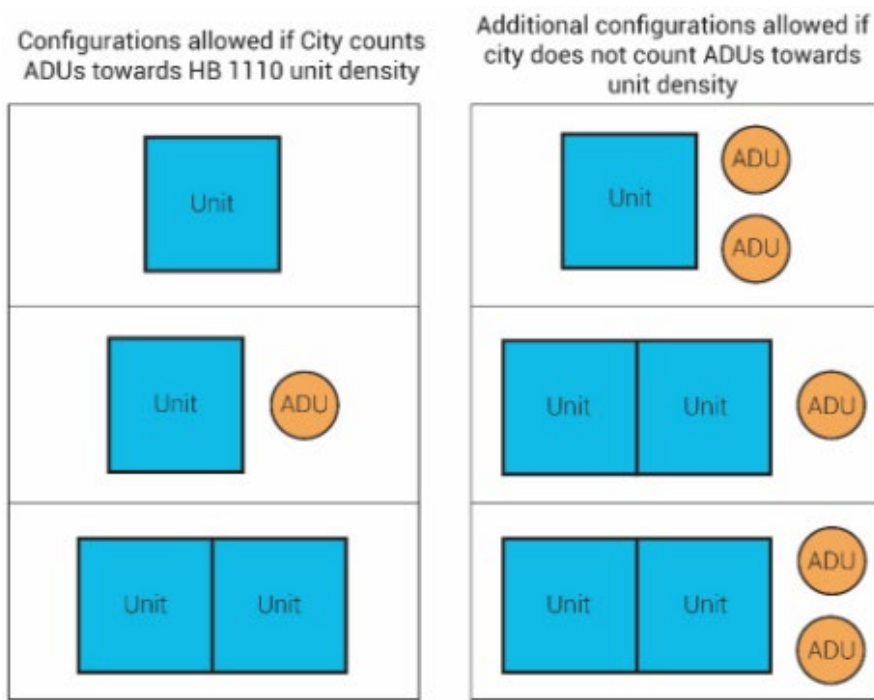
In addition to passing HB 1110 last year, the Washington State Legislature also passed HB 1337 which focuses on ADUs. HB 1337 requires cities and counties within urban growth areas to allow at least two ADUs on all lots zoned for single-family homes.

To meet the requirements of both laws, the City must allow up to two ADUs on all lots zoned for single-family homes. Additionally, the City must allow middle housing to achieve the required unit count. ADUs may help to achieve the required unit count, but they alone cannot be used to meet the requirements of HB 1110 (meaning the City must allow middle housing but can satisfy the unit count with ADUs).

Because the City is only required to allow two units per lot, if the City chooses to count ADUs towards the unit count, it could result in a situation where ADUs were not permitted on a lot that already includes two units of middle housing. This could conflict with the requirements in HB 1337. **The City should consider carefully if it**



would like to count ADUs towards the unit count and consult with the City Attorney to make sure the City's middle housing regulations comply with HB 1337.



*Configurations allowed in the Model Ordinances where the base unit density is two units on lots zoned predominantly for residential use.
Source: MAKERS*

Source: MAKERS

Benefits of Middle Housing

The City's housing supply is comprised primarily of single-family homes, though this is changing. According to the OFM Postcensal Estimate of Housing Units (2023), approximately 82.4% of the City's housing supply is single-family housing. However, the City has experienced an increase in the development of multi-family housing in the last few years through the Master Planned Developments (MPDs). The MPDs will add around 1,520 multi-family units to the City, according to the City's Housing Action Plan. Additionally, there are two manufactured home communities in the City providing about 150 homes. One of these communities is owned by the King County Housing Authority and reserved for low-income seniors (age 55+).

Despite the gains in multi-family housing that will be made through the MPDs, the City could still benefit from the addition of middle housing types. The multi-family units built under the MPDs often feature premium interior and exterior finishes and amenities, which drives up the cost of housing. This makes these units unaffordable for individuals with lower incomes.

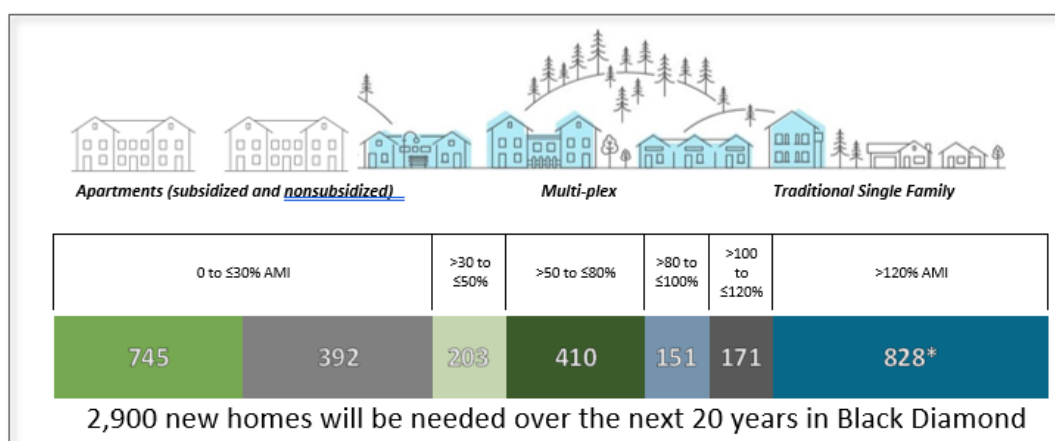
Middle housing (particularly if it is built with affordability in mind) can provide more options for low-income earners who face limited availability due to the market being geared towards higher-cost, detached homes. By offering a variety of housing types, Black Diamond can attract and retain a diverse population, including professionals who may work in industries with comparatively lower incomes but are essential to the community, such as teachers, police officers, firefighters, and others.



Meeting the City's Growth Targets

Black Diamond is expected to plan for an increase of 2,900 housing units by 2044, as per the King County Countywide Planning Policies (CPPs). The CPPs assign population and housing growth targets to the City, based on population projections provided by Puget Sound Regional Council (PSRC), which are further broken down to identify housing unit needs by income level.

The City has sufficient capacity within its existing zoning classifications to accommodate the anticipated new housing units over the next two decades, in fact, the City is expected to exceed its growth targets due to previously approved MPD growth. The City may however face challenges in providing enough affordable housing to meet the needs of individuals from different income groups. Addressing middle housing may help to meet the needs of those who make less than the income required to afford traditional single-family homes without being cost-burdened.



Source: Figure 6-5 of the City's Draft Comprehensive Plan Housing Element

The City also faces a lack of jobs, with most residents commuting to their jobs outside of the City. The MPDs are expected to bring in over 2,000 new jobs through the development of new office and commercial space. Increasing housing options for different income groups may also help to address the City's low jobs-to-housing ratio, increasing quality of life for all residents by reducing commute times and decreasing traffic congestion.

Middle Housing Development Regulation Options

The City of Black Diamond, like other cities in Washington State, has two primary options to comply with the requirements of HB 1110:

Option 1: Adopting the Model Ordinance Prepared by the Department of Commerce

The Department of Commerce published a model ordinance that cities can adopt to meet the requirements of HB 1110. This model ordinance includes common development standards that the City can adopt to facilitate middle housing developments. The model ordinance sets out which parts are mandatory and which parts are optional. Cities are allowed to adjust any optional standards contained within the model ordinance based on local preferences. The model ordinance can be applied to existing zones by either amending the allowed uses to allow for middle housing or by creating a "middle housing overlay zone."

By adopting the model ordinance, the City would ensure compliance with HB 1110 as the ordinance has already been crafted to meet state requirements. This may also make it easier for developers to create



middle housing as it provides consistency with other cities that have adopted the model ordinance. The ordinance has already been reviewed by a technical committee comprised of local government staff and has gone through outreach to stakeholder groups and the public. The City would still need to go through a public engagement process prior to adoption.

Following adoption of the model ordinance, the language would be codified into the Black Diamond Municipal Code and be a stand-alone section in the City's zoning regulations.

Option 2: Amending the City's Development Regulations to Allow for Middle Housing

Alternatively, the City can choose to amend its development regulations to allow for middle housing pursuant to RCW 36.70A.636(3). This approach would involve reviewing and revising the City's existing zoning code and development regulations to meet the requirements of HB 1110 in a substantially similar way to the model ordinance but integrated into the city's existing codes.

The City's existing zoning code and development regulations include many barriers to the production of the middle housing types discussed above. These range from a lack of definitions and allowed uses for middle housing types, to required setbacks that would preclude zero lot line short subdivisions such that units can be sold separately. Amending the City's zoning code and development regulations would require more time and resources and could pose a risk that the City's amendments may not fully comply with HB 1110, leading to potential legal challenges.

The first step that the City should take in addressing the middle housing requirements of HB 1110 is determining if the City can amend its development regulations by the required deadline of June 30, 2025. **If the City does not amend its development regulations to comply with HB 1110 by the deadline of June 30, 2025, the model ordinance will automatically go into effect.**

Required Elements for Middle Housing Regulations

The City must address certain required elements in its middle housing regulations as specified in HB 1110.

Definitions

The City must include definitions for "Middle housing" as well as the housing types that it chooses to allow. HB 1110 specifies nine housing types and includes definitions for four of the housing types ("cottage housing", "courtyard apartments", "stacked flat" and "townhouses"). The remaining housing types have been defined in the model ordinance, though these can be altered by the local jurisdiction. The City should also address other definitions that may create confusion with these added terms if amending development regulations and not adopting the model ordinance.

Allowed Uses

As a Tier 3 city, the City must allow some middle housing types on all lots that are zoned predominantly for residential use. The middle housing types specified by HB 1110 include the following:

- **Duplexes**
- Triplexes
- Fourplexes
- Fiveplexes
- Sixplexes
- Townhouses
- **Stacked flats**
- **Courtyard apartments**
- **Cottage housing**

As the City is classified as a Tier 3 city, it is required to allow two units per lot. Therefore, we recommend that the City permits the four middle housing types which are shown above in boldface, as they allow for two units per lot.



Additionally, the City should consider the allowed densities of the R6 and MDR8 zones to determine which other middle housing types may be appropriate to allow.

The City already allows for duplexes in the R4 and R6 zones but requires that the lot size be one and one-half times that required for a detached single-family residence. This requirement would not comply with HB 1110. Within the MDR8 zone, the City permits multifamily housing and cottage housing, subject to design requirements contained in Chapters 18.74 and 18.88 of the Black Diamond Municipal Code (BDMC), respectively. These requirements will need to be reviewed to ensure they are not more restrictive than those applied to detached single-family homes.

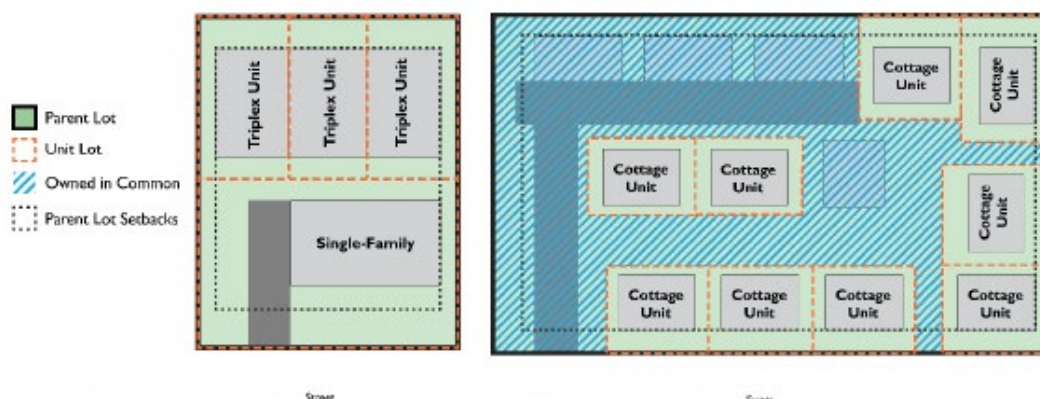
Unit Density

The City must allow for a unit density of at least two middle housing units per lot. The City may allow ADUs to count towards the minimum unit density, such that a single-family residence with an ADU would be considered a unit density of two. The concept of unit density differs from the traditional calculation of density based on acreage, meaning that a minimum of two units is required to be allowed on a lot, regardless of lot size. If the City chooses to allow a maximum unit density of two units per lot, the City must also take care to ensure that ADUs required by HB 1337 are not precluded from being developed if the ADUs count towards unit density and the lot is already developed with two units of middle housing.

Land Divisions

SB 5258, passed in 2023, amends RCW 58.17.060 and requires that cities incorporate into their short plat regulations procedures for unit lot subdivisions. Unit lot subdivisions are used to divide a parent lot into two or more lots, allowing for the sale of each unit and facilitating the development of middle housing. **By adopting a unit lot subdivision process through the model ordinance or into the City's short subdivision chapter, the City would apply the dimensional standards of the zoning districts to the development as a whole on the parent lot, rather than to each unit lot.**

The diagram shown below illustrates how unit lot subdivisions are used to create lots for middle housing units that can be sold individually. The parent lot is subject to dimensional standards such as setbacks, building and impervious surface coverage. To ensure that common elements such as garages, parking and vehicle access areas, bike parking, solid waste collection areas, underground utilities, common open space, and shared walls, façade or roofs on the parent lot are adequately maintained, access easements, joint use and maintenance agreements, and covenants, conditions and restrictions (CC&Rs) may be executed and recorded.



Two examples of situations in which unit lot subdivision would be used. Source: MAKERS

Source: MAKERS



Dimensional Standards

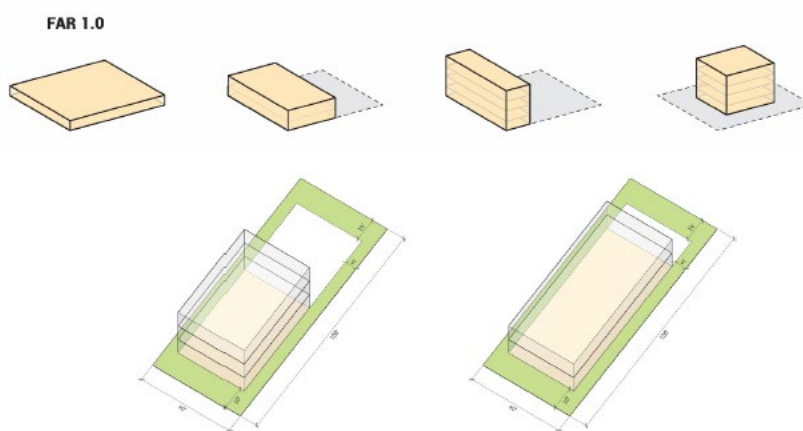
The City cannot impose stricter standards for middle housing than those required for detached single-family homes. However, it can enforce objective regulations that are also mandatory for single-family homes. This implies that the City can apply its existing building height, setbacks, building and impervious coverage, landscape, and tree preservation requirements to middle housing. For unit lot subdivisions, the setbacks and building coverage would be applied to the parent lot, not the individual unit lots.

The City should still consider whether these requirements would conflict with certain middle housing types. For example, the City allows a maximum building height of 32' in the R4 and R6 zones, while the model code employs a maximum height of 35' to accommodate three stories for stacked flats, which is consistent with the definition in HB 1110. The City's maximum height may encourage structures to utilize flat roofs, rather than pitched roofs, to comply with the City's calculation of building height. Increasing the allowed building height for structures that use a pitched roof could facilitate more compatible middle housing development.

The City currently regulates building and impervious surface coverage in the R4, R6, and MDR8 zones. However, a maximum floor area ratio (FAR) is not specified. **In adopting the middle housing regulations, the City could consider incorporating a FAR requirement to ensure compatibility with middle housing and existing detached single-family homes.** FAR helps to address a building's size and shape and can help two- or three-story buildings better fit into residential neighborhoods without impacting unit count. If the City chooses to employ FAR in addition to lot coverage, the City must apply the FAR standard to detached single-family homes per HB 1110 Sec. 3(6)(b):

[the City] "...shall not require through development regulations any standards for middle housing that are more restrictive than those required for detached single-family residences, but may apply any objective development regulations that are required for detached single-family residences..."

The graphic below illustrates how FAR can impact building massing and character as compared to simply regulating building and impervious surface coverage:



Source: Washington State Department of Commerce User Guide for Middle Housing

The City may not apply its maximum density requirements if they invalidate the minimum number of units per lot that the City must allow.



Parking Requirements

HB 1110 restricts the amount of on-site parking that the city can require for middle housing based on lot size. For lots no greater than 6,000 square feet, the city can require one parking space but no more. For lots greater than 6,000 square feet, a maximum of two parking spaces may be required.

Optional Elements for Middle Housing Regulations

HB 1110 provides cities with the flexibility to incorporate optional elements into their middle housing regulations, allowing them to tailor their regulations to local needs and preferences.

Design Standards

While design standards for middle housing are not required by HB 1110, the bill provides the City with an opportunity to use administrative design review or apply objective design standards to ensure compatibility with detached single-family homes. The model ordinance includes design standards for cottage housing and courtyard apartments to reflect the objectives of the housing types defined in HB 1110. Additional design standards are provided for pedestrian and vehicle access, carports, garages, and driveways to accommodate middle housing without significantly impacting the character of residential neighborhoods. Tier 3 cities also may utilize design standards for entries, windows, and doors. Utilizing the design standards provided in the model ordinance ensures that the City has design standards for middle housing in place that comply with HB 1110 by the deadline of June 30, 2025.

The City may choose to adopt additional design standards to ensure compatible development of middle housing. The City currently includes development standards for cottage housing in BDMC Chapter 18.88 and design review requirements for multi-family housing in BDMC Chapter 18.74. These standards will need to be reviewed to ensure they do not conflict with the requirements of HB 1110.

For example, RCW 70A.681(1)(f) states that the maximum gross floor area for accessory dwelling units must not be less than 1,000 square feet. According to the Department of Commerce's User Guide for Middle Housing, cottage housing floor area limits should be set above 1,000 square feet to be considered reasonable. However, the City currently mandates the maximum floor area for cottage housing to be no more than 975 square feet for at least 50% of the units, and no more than 1200 square feet for the remainder (BDMC 18.88.040).

The City currently regulates open space as part of the dimensional requirements applied to the lot, including setbacks, and building and impervious surface coverage. These standards may not be enough to ensure that an adequate amount of open space is provided for the increased density of middle housing. The City could integrate additional open space requirements into the regulations for middle housing. This could involve requiring a percentage of the parent lot area as open space and ensuring minimal dimensions for usable open space.

If the City applies design review to middle housing, only administrative design review may be used, and the process must follow the standards of RCW 36.70A.630 which was established in 2023 under HB 1293.

Discussion Items and Next Steps

HB 1110 requires that the City allow middle housing on all lots zoned predominantly for residential use. It sets forth clear requirements for middle housing regulations, including minimum unit densities, maximum parking restrictions, and administrative design review processes that the City must comply with. It also allows for optional elements that the City can adopt to align with local preferences, such as specific design standards and open space requirements.

The City is required to adopt middle housing regulations by June 30, 2025. This memo serves as a summary of the bill's requirements and aims to initiate a discussion with the community and elected officials on how to best



address these requirements in Black Diamond. The following discussion prompts will help to formulate a work plan for adopting middle housing regulations:

- Should the City modify the model ordinance to reflect local preferences or revise its development regulations to allow for middle housing on all lots zoned predominantly for single-family housing?
- The City must allow for at least two units of middle housing on all lots zoned predominantly for single-family housing. Should the City consider ADUs required by HB 1337 in the calculation of unit density?
- As a Tier 3 city, the City can allow any of the middle housing types that it deems appropriate for meeting the unit density and adding additional housing types to the City's housing stock. Which of the middle housing types should the City permit?
- Regardless of the City's choice to adopt the model ordinance or modify its development regulations, the City should incorporate objective design standards for middle housing that ensure compatibility in residential zones where single-family homes are the predominant use. What types of design standards would help to ensure compatibility with existing single-family homes?

HB 1110 presents an opportunity for the City of Black Diamond to address its growing housing needs across all income levels. The City's Comprehensive Plan emphasizes providing "a range of housing choices for all income levels with opportunities for people to live in close proximity to work." Middle housing offers the potential to provide more affordable and varied housing options within existing neighborhoods of the City.

Additional Information and Resources

The Washington State Legislature in enacting HB 1110 directed the Department of Commerce to provide technical assistance to cities subject to the bill. The following resources can be used by the City in enacting its middle housing regulations and provide additional information on the bill's requirements and middle housing.

- [Department of Commerce User Guide for Middle Housing Ordinances](#)
- [Final Model Ordinance for cities under 25,000](#)
- [Middle Housing Building Types](#)
- [Middle Housing Lot and Block Models](#)
- [General Middle Housing FAQ](#)

NS/bp

c: Brittany Port, AICP
Wayne Carlson, FAICP and Andrew Love, AICP – AHBL, Inc.

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PROJECT MEMO



TO:	Mona Davis, Community Development Director	DATE:	June 3, 2024
FROM:	Nicole Stickney, AICP Seattle - (206) 267-2425	PROJECT NO.:	2230833.30
		PROJECT NAME:	Black Diamond Middle Housing
SUBJECT:	Middle Housing Policies Memo (HB 1110)		

Background

In April we supplied a memo on “Middle Housing Options” in which we provided background information and details about HB 1110, explained what Middle Housing is (and is not), discussed the benefits of Middle Housing, outlined the options available to the city to amend the development regulations, and so forth. We also identified discussion items for the Planning Commission / City Council and outlined some of the next steps.

In this memo, we will provide an assessment of the city’s existing and proposed Comprehensive Plan policies pertaining to middle housing and provide some general recommendations. Our objective is to review the Land Use, Housing, and Capital Facilities and Utilities elements of the City’s draft Comprehensive Plan to explore opportunities to remove impediments and incentivize the production of middle housing units within the City of Black Diamond by removing, editing, or adding goals and policies.

Comprehensive Plan Periodic Update - Status

As you are aware the city is still in the midst of the periodic update to the Comprehensive Plan. This is a lengthy process that requires research, editing, review of city documents in relation to state and regional plans, and so forth. The process is also characterized by a thorough public participation process.

The City’s Planning Commission has reviewed all draft elements with the exception of the Transportation Element, which is forthcoming. The most recent versions of the drafts are labeled “City of Black Diamond Comprehensive Plan Update Draft – March 2024” in the document footer and are compiled on the city’s project webpage at <https://www.blackdiamondwa.gov/comprehensive-plan/pages/draft-documents>.

Analysis

Part One: Comprehensive Plan Policies

In the following chart we list selected policies which relate either directly or indirectly to middle housing and note the ways in which each policy may be supportive of middle housing development or a barrier to it. (Please note that we have not indicated if policies are existing, proposed new, or proposed to be amended.)

For each policy we have indicated if the policy appears to be very supportive, supportive, or neutral for middle housing (with color coding) and flagged policies which, as written, could present potential barriers.



POLICY IDENTIFIER	STATEMENT	ASSESSMENT
Policy LU3-3	Use building design, zoning regulations, and design standards, together with signage regulations, to promote the development of buildings of a character and scale appropriate to the site and foster building variety while providing for designs that reflect the distinctive local character, historical character, and natural features.	Potential Barrier – Design standards can result in features which add to a project's cost and slow down the permitting time. <i>How this policy could be improved:</i> Remove “building design” and “design standards” or be more specific on how they do/ don't apply. Note: HB 1110 has narrow provisions for design review, and the process for reviewing compliance with middle housing design standards is limited to an administrative, objective process.
Policy LU3-8	Integrate significant natural areas (wetlands, streams, steep slopes, geologic hazards, and flood hazard areas) into protected open spaces, where feasible.	Potential Barrier – this requirement could lead to increased project costs, potentially preventing affordable housing from being built or making it more difficult for a project to “pencil.” <i>How this policy could be improved:</i> Amend the policy to be clearer and to ensure it does not become a barrier.
Policy LU4-1	Promote the preservation and rehabilitation of historically and culturally valuable buildings and sites.	Supportive – this policy may boost the potential for middle housing development.
Policy LU6-1	Give priority to infill development within the city limits and existing urbanized unincorporated areas.	Supportive – this policy may boost the potential for middle housing development.
Policy LU7-1	Promote a variety of housing types to provide homes for all income levels and all family sizes on a mix of small and large lots.	Very Supportive – this policy directly supports the production of middle housing.
Policy LU7-2	Residential development patterns must allow for efficient provision of public services and utilities.	Supportive – this policy may boost the potential for middle housing development.
Policy LU12-8	Maintain open communications between the City and the School Districts which serve the community and encourage the location of schools in close proximity to existing or proposed residential areas when feasible, in a manner that is compatible with surrounding development.	Supportive – this policy may boost the potential for middle housing development.



POLICY IDENTIFIER	STATEMENT	ASSESSMENT
Policy H1-1	Use building design, zoning regulations, and design standards to promote the development of buildings with character and scale appropriate to the site and foster building variety while providing for designs that reflect the distinctive local character, historical character, and natural features.	Potential Barrier – Design standards can result in features which add to a project's cost and slow down the permitting time. <i>How this policy could be improved:</i> Remove “building design” and “design standards” or be more specific on how they do/ don't apply Note: HB 1110 has narrow provisions for design review, and the process for reviewing compliance with middle housing design standards is limited to an administrative, objective process.
Policy H1-2	Promote a variety of residential densities and moderate density housing types, including but not limited to duplexes, triplexes, and townhomes.	Very Supportive – this policy directly supports the production of middle housing.
Policy H1-4	Provide a balance of dwelling unit types, residential densities, and prices within the City.	Supportive – this policy may boost the potential for middle housing development.
Policy H1-5	Provide flexibility in zoning and subdivision regulations to encourage a diversity of owner and rental housing types to ensure capacity to accommodate growth. A diversity of types and styles should include attached and detached units.	Supportive – this policy may boost the potential for middle housing development. <i>How this policy could be improved:</i> After “Provide flexibility.... regulations” add the phrase “and promote innovative techniques” which will better align with the PSRC VISION 2050 item #MPP-H-10
Policy H1-6	Coordinate with PSRC and appropriate agencies to achieve the goals of the Regional Housing Strategy.	Very Supportive – this policy directly supports the production of middle housing
Policy H1-10	Monitor housing supply, type, and affordability to maintain diversity and affordability.	Very Supportive – this policy directly supports the production of middle housing <i>How this policy could be improved:</i> add the phrase “with a particular focus on the capacity for moderate density housing, i.e., “missing middle” which will better align with the PSRC VISION 2050 item #MPP-H-9



POLICY IDENTIFIER	STATEMENT	ASSESSMENT
Policy H2-1	Work with King County, other local governments and appropriate agencies and programs to maintain an adequate amount the City's "fair-share" of affordable housing and provide affordable homeownership opportunities for extremely low, very low-, low-, and moderate-, and middle-income households.	Supportive – this policy may boost the potential for middle housing development.
Policy H2-2	Eliminate unnecessary or excessive requirements that create barriers to affordable housing.	Very Supportive – this policy directly supports the production of middle housing. Consider adding another policy to address how permit processes can be streamlined or foster programs that could be helpful (such as pre-approved building plans for duplexes).
Policy H2-5	Incorporate the Housing Action Plan implementation strategies to overcome the lack of access to affordable housing options.	Supportive – this policy may boost the potential for middle housing development.
Policy H4-1	Encourage private reinvestment in residential neighborhoods and private rehabilitation of housing by providing information, technical assistance, and referrals to appropriate agencies and organizations.	Supportive – this policy may boost the potential for middle housing development.
Policy H4-3	Encourage housing design and development that promotes public safety including "Crime Prevention through Environmental Design" components.	Neutral – this policy does not include a requirement for CPTED, but merely states it should be encouraged
Policy H4-9	Encourage new developments and redevelopment to be compatible with existing and planned neighborhood character such as through design and landscape features.	Potential Barrier – requiring "compatibility" could lead to a non-objective process being used and prevent middle housing projects from being built affordability (or prevent them from being built at all if they are not considered "Compatible.") However, the beginning verb of "encourage" moderates how specifically this may be applied. <i>How this policy could be improved:</i> Consider removing this policy or amending it to be more direct, for example, ensure landscaping standards are in place to foster attractive residential development.



POLICY IDENTIFIER	STATEMENT	ASSESSMENT
Policy CFU-1.7	Require underground installation of existing utility lines when significant site improvements or development occur, with street improvement projects, or through a local improvement district.	Potential Barrier – requiring undergrounding of utilities can add to a project cost. <i>How this policy could be improved:</i> Consider amending the policy to be flexible for low income or missing middle development.
Policy CFU-1.8	Require architectural screening for above-ground utility structures such as transformers and vaults.	Potential Barrier – requiring architectural screening can add to a project cost. <i>How this policy could be improved:</i> Consider amending the policy to be flexible for low income or missing middle development.
Policy CFU-2.5	Include alternative design and construction techniques in the City's design standards to minimize sensitive area impacts and allow for new technologies that have proven efficiencies.	Supportive – this policy may help to boost the potential for middle housing development as it could potentially provide relief from strict requirements or options.
Policy CFU-8.1	Coordinate with school districts serving the City to encourage the provision of safe, secure, and permanent education space for all students. Provide frequent updates on platting and permitting activity (housing) within the city to the school districts.	Supportive – this policy may help to boost the potential for middle housing development.
Policy CFU-8.6	Require that new development pay the appropriate school impact fees to the school district.	Potential Barrier – collecting fees for housing construction can increase project costs, potentially preventing affordable housing from being built or making it more difficult for a project to “pencil.” <i>How this policy could be improved:</i> Consider adjusting the policy to require new market-rate development to pay the appropriate school impact fees (or providing a discount for housing intended for families earning below a certain percent of the AMI).

Additional notes on Table 1:

1. When we scanned for policies to list in the above chart, we took care to look for policies that would relate to parking, lot size standards, requirements for driveways, landscaping, and so forth that could lead to potential barriers, but we found that the Comprehensive Plan (appropriately) does not go into these types of details.
2. The City's Comprehensive Plan does not set out maximum density provisions/ limitations, which could have presented a problem or barrier for Middle Housing implementation.



3. We have already proposed the removal of a policy under Land Use Goal #10 which reads “Promote quality in the design and construction of development through the use of design guidelines to maintain or enhance community character” which is problematic language and appears to be in conflict with the provisions of HB 1110.

Part Two: Review of South King County Affordable Housing Preservation Strategies

In Spring 2024 the South King Housing and Homelessness Partners (SKHHP) circulated a document containing three goals, with 17 related policies and a list of implementing actions for each goal. We reviewed the document to identify if any suggested policies could be incorporated into the City of Black Diamond’s comprehensive plan to support the Middle Housing regulations project. There were none, however, as the policies were uniquely focused on the preservation of the existing supply of affordable housing, the preservation of existing rental housing stock, and preventing displacement of community members. This is not to say that the policies aren’t beneficial and could be considered in the process of updating the Comprehensive Plan; rather, the policies just don’t have a direct nexus with the middle housing effort.

Part Three: Review of Commerce’s Middle Housing Model Ordinance User Guide

We reviewed the User Guide for Middle Housing Model Ordinances as provided by the State Department of Commerce (dated January 26, 2024) in hopes that we could find recommended policy language. Instead, the document remains focused on development regulations.

Nonetheless, in carefully reviewing the “Discussion” section we generated the following ideas:

- Consider adding a policy that pertains to building accessibility (i.e., ground floor/ above ground floor with stairs vs. elevators). Commerce notes, “fourplexes and courtyard apartments may provide more opportunities for accessible housing than stacked flats and townhouses. However, the provision of accessible housing should not be viewed competitively... [provide] more choice of housing for people at all stages of life and at different points on the spectrum of physical mobility...” *We don’t have a suggested draft policy for this topic at this time.*
- Consider adding a policy that requires design standards for middle housing to address compatibility with single-family homes, which can be done “even if there are no design standards for single-family houses in place” in order to ensure that the middle housing structures are “buildings that are compatible in scale, form, and character with single-family houses...” as stated in RCW 36.70A.030. RCW 36.70A.635(6)(a) sets out the administrative design review process, which the city can use to apply objective design standards.
- Consider adding a policy providing a framework and a basis for Common Open Space requirements (development regulations) for Cottage Housing. By its very nature Cottage Housing emphasizes shared outdoor areas, and the city can codify requirements for what must be provided within the framework of HB 1110.
- A policy to balance the “practical need for vehicular access while prohibiting designs that are dominated by multiple garages and driveways along a street, which can have significant impacts on the walkability and visual character of residential neighborhoods” could be introduced.
- The International Building Code (IBC) pertains to structures with three or more units and the IBC standards are more extensive and costly than the International Residential Code (IRC). The IRC applies to buildings with one or two dwelling units and to townhouses that not more than three stories above grade and with a separate means of egress. The City could determine that it wants to increase flexibility and could update the locally adopted version of the IRC and IBC to allow structures with up to six units to be built under the IRC. Consider adding a policy that says, “Study the potential benefits and drawbacks



of modifying the locally adopted version of the IRC to allow structures with up to six units to be built under that code.”

Part Four: Review the City’s Housing Action Plan

After reviewing the City’s Housing Action Plan we identified the following could be helpful:

- Set out a policy to study if the City would like to establish a multi-family tax exemptions (MFTE) program; it appears that although Black Diamond was not previously eligible due to size there was new legislation passed that would allow for such a program to be established. (While we have already added language about the MFTE under the “Affordable Housing Programs” section, no new policy has been proposed).
- Set out a policy to consider offering density bonuses in exchange for affordable units so as to mandate or incentivize the development of more affordable units in the future.

NS/ns

c: Wayne Carlson, FAICP and Andrew Love, AICP – AHBL, Inc.

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CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Discussion on Structural Deficit	Agenda Date: July 11, 2024 AB24-047	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – Xavier Mason	X
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Scott Hanis	
Cost Impact (see also Fiscal Note): N/A	Court – Judge Swain/Tawnya Parks	
Fund Source: N/A		
Timeline: N/A		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments:		
SUMMARY STATEMENT: A discussion on the structural deficit. Tentatively, the discussion will go over the following: (1) the root causes for the deficit, (2) what is being done to correct it, (3) and an overview of the General Fund's performance for the past several years.		
FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: Discussion only.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
July 11, 2024		



CERTIFICATION

Finance Committee Meeting
Council Date:

June 27, 2024
July 11, 2024

Check No.'s / EFT	Batch Name	Check / EFT Date		Amount
54652 - 54698	3rd June 2024 Batch	07/12/24	\$	230,703.94
54699	1st July 2024 Batch	07/12/24	\$	14,106.42
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
		TOTAL	\$	244,810.36

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.

Xavier Mason, Finance Director or

CAROL BENSON, MAYOR

DATE: _____

DATE _____

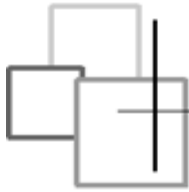


Register

Fiscal: 2024
Deposit Period: 2024 - July, 2024 - June
Check Period: 2024 - July - 1st July 2024 Batch, 2024 - June - 3rd June 2024 Batch

Number	Name	Print Date	Clearing Date	Amount
Columbia Bank	390562401			
Check				
<u>54652</u>	AAdvanced Services	7/12/2024		\$21,049.54
<u>54653</u>	AHBL, Inc.	7/12/2024		\$50,608.94
<u>54654</u>	Alsco	7/12/2024		\$104.08
<u>54655</u>	Amazon Capital Services, Inc.	7/12/2024		\$416.13
<u>54656</u>	Art Gamblin Motors	7/12/2024		\$327.60
<u>54657</u>	Ashley Shoreline Design & Permitting	7/12/2024		\$1,840.00
<u>54658</u>	Auburn Sports & Marine, Inc.	7/12/2024		\$913.03
<u>54659</u>	Big Mountain Electric, Inc	7/12/2024		\$837.76
<u>54660</u>	Black Diamond Auto Parts	7/12/2024		\$691.91
<u>54661</u>	Builders Exchange of WA Inc	7/12/2024		\$54.15
<u>54662</u>	McGraw, Chad	7/12/2024		\$400.45
<u>54663</u>	City of Black Diamond	7/12/2024		\$7,016.01
<u>54664</u>	Comcast	7/12/2024		\$24.38
<u>54665</u>	Cummins Sales and Service	7/12/2024		\$974.45
<u>54666</u>	Firestone Complete Auto Care	7/12/2024		\$714.63
<u>54667</u>	HM Pacific Northwest. Inc	7/12/2024		\$437.98
<u>54668</u>	Home Depot Credit Service	7/12/2024		\$206.23
<u>54669</u>	Johannes Franciscus Voogt	7/12/2024		\$189.49
<u>54670</u>	Johnsons Home & Garden	7/12/2024		\$434.80
<u>54671</u>	Jose Luis Molnar	7/12/2024		\$136.08
<u>54672</u>	JRM Enterprises, Inc	7/12/2024		\$150.00
<u>54673</u>	Law Office of Krista White Swain	7/12/2024		\$84.29
<u>54674</u>	Madrona Law Group LLC	7/12/2024		\$28,499.99
<u>54675</u>	Mergia Sonessa	7/12/2024		\$140.00
<u>54676</u>	Michael Zheleznyak	7/12/2024		\$140.00
<u>54677</u>	Motion and Flow Control Products, Inc.	7/12/2024		\$115.65
<u>54678</u>	Northstar Chemical Inc.	7/12/2024		\$3,775.80
<u>54679</u>	OakRidge Homes	7/12/2024		\$185.13
<u>54680</u>	Orkin Commercial Services	7/12/2024		\$1,824.57
<u>54681</u>	Parametrix, Inc.	7/12/2024		\$27,835.39
<u>54682</u>	Kordich, Marinko	7/12/2024		\$145.00
<u>54683</u>	Barney, Jamie	7/12/2024		\$135.00
<u>54684</u>	Anderson, Demetrius	7/12/2024		\$149.35
<u>54685</u>	Perteet Inc.	7/12/2024		\$6,632.50
<u>54686</u>	RH2 Engineering Inc.	7/12/2024		\$24,274.53
<u>54687</u>	Scheibmeir, Kelly & Nelson , P.S.	7/12/2024		\$3,225.00

Number	Name	Print Date	Clearing Date	Amount
<u>54688</u>	Seattle Daily Journal of Commerce	7/12/2024		\$749.70
<u>54689</u>	Seattle Times	7/12/2024		\$682.50
<u>54690</u>	Signs By Tomorrow	7/12/2024		\$38.54
<u>54691</u>	South Correctional Entity	7/12/2024		\$2,384.67
<u>54692</u>	State Auditor's Office	7/12/2024		\$10,849.80
<u>54693</u>	Summit Law Group, PLLC	7/12/2024		\$2,826.00
<u>54694</u>	Tacoma Public Utilities	7/12/2024		\$17,069.72
<u>54695</u>	Ten Trails Pwner Limited Partnership	7/12/2024		\$10,242.91
<u>54696</u>	Utilities Underground Location Center	7/12/2024		\$92.40
<u>54697</u>	Vision Municipal Solutions, LLC	7/12/2024		\$937.86
<u>54698</u>	Water Management Laboratories, Inc.	7/12/2024		\$140.00
<u>54699</u>	Sorci Family LLC	7/12/2024		\$14,106.42
		Total	Check	\$244,810.36
		Total	390562401	\$244,810.36
		Grand Total		\$244,810.36



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
AAdvanced Services				
	54652	6/19/2024	2024 - June - 3rd June 2024 Batch	
	697203 PMT 1			
		June 2024 Service		
		408-000-017-594-35-63-00	Chopper Pump Installation	\$21,049.54
		First 1/2		
	Total 697203 PMT 1			\$21,049.54
	Total 54652			\$21,049.54
	Total AAdvanced Services			\$21,049.54
AHBL, Inc.				
	54653	5/31/2024	2024 - June - 3rd June 2024 Batch	
	145811			
		May 2024 Service		
		001-000-240-558-51-41-08	COM DEV: Prof Svs-Planning/Reg Review	\$0.00
		001-000-240-558-60-41-01	PLN: Prof Serv - Long Range Planning	\$0.00
		001-000-240-558-60-41-01	PLN: Prof Serv - Long Range Planning	\$0.00
		Planning Consultant/Assistant		
		001-000-257-558-70-49-00	MDRT - Planning Consultant	\$0.00
		310-000-038-594-58-62-00	Comp PI Update-State DOE Grant	\$9,775.19
	Total 145811			\$9,775.19
	54653	5/31/2024	2024 - June - 3rd June 2024 Batch	
	145825			
		May 2024 Service		
		001-000-257-558-70-49-00	MDRT - Planning Consultant	\$27,057.50
	Total 145825			\$27,057.50
	54653	5/31/2024	2024 - June - 3rd June 2024 Batch	
	145826			
		April 2024 Service		
		001-000-240-558-60-41-01	PLN: Prof Serv - Long Range Planning	\$13,776.25

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Planning Consultant/Assistant		
	Total 145826			\$13,776.25
	Total 54653			\$50,608.94
Total AHBL, Inc.				\$50,608.94
Alsco				
	54654	6/14/2024	2024 - June - 3rd June 2024 Batch	
	LTAC1068070			
	June 2024 Service			
	101-000-000-542-30-31-04		STRT: Uniforms & Safety Supplies	\$26.02
	Streets - Uniforms			
	401-000-000-534-80-31-05		WTR - Uniform Allowance	\$26.02
	Water - Uniforms			
	407-000-000-535-80-31-04		SWR - Uniform Allowance	\$26.02
	Sewer - Uniforms			
	410-000-000-531-10-31-04		STRM - Uniforms and Safety Supplies	\$26.02
	Storm - Uniforms			
	Total LTAC1068070			\$104.08
	Total 54654			\$104.08
Total Alsco				\$104.08
Amazon Capital Services, Inc.				
	54655	6/25/2024	2024 - June - 3rd June 2024 Batch	
	17QT-RTX7-66V6			
	PW - Supplies			
	101-000-000-542-30-31-00		STRT: Office Supplies	\$15.70
	PW - Office Supplies - Streets			
	101-000-000-542-30-31-03		STRT: Operating Supplies	\$75.61
	PW - Operating Supplies - Streets			
	401-000-000-534-80-31-01		WTR - Operating Supplies	\$75.61
	PW - Operating Supplies - Water			
	401-000-000-534-80-31-02		WTR - Office Supplies	\$15.70
	PW - Office Supplies - Water			
	407-000-000-535-80-31-01		SWR - Operating Supplies	\$75.61
	PW - Operating Supplies - Sewer			
	407-000-000-535-80-31-02		SWR - Office Supplies	\$15.70
	PW - Office Supplies - Sewer			

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
		410-000-000-531-10-31-00	STRM - Office Supplies	\$15.70
		PW - Office Supplies - Strm		
		410-000-000-531-10-31-01	STRM - Operating Supplies	\$75.61
		PW - Operting Supplies - Storm		
	Total 17QT-RTX7-66V6			\$365.24
54655		6/17/2024	2024 - June - 3rd June 2024 Batch	
	1H9M-XCYG-FLDF			
	Crt - Supplies			
		001-000-120-512-51-31-00	CRT: Operating Supplies	\$63.94
		Crt - Office Suppleis and Date Stamp		
	Total 1H9M-XCYG-FLDF			\$63.94
54655		6/17/2024	2024 - June - 3rd June 2024 Batch	
	1K6C-4K1G-MGM7			
	PW - Supplies			
		101-000-000-542-30-31-03	STRT: Operating Supplies	(\$3.26)
		PW - Operating Supplies - Streets		
		401-000-000-534-80-31-01	WTR - Operating Supplies	(\$3.26)
		PW - Operating Supplies - Water		
		407-000-000-535-80-31-01	SWR - Operating Supplies	(\$3.26)
		PW - Operating Supplies - Sewer		
		410-000-000-531-10-31-01	STRM - Operating Supplies	(\$3.27)
		PW - Operting Supplies - Storm		
	Total 1K6C-4K1G-MGM7			(\$13.05)
Total 54655				\$416.13
Total Amazon Capital Services, Inc.				\$416.13
Art Gamblin Motors				
54656		4/19/2024	2024 - June - 3rd June 2024 Batch	
	436872			
	MDRT - Veh Maint			
		001-000-246-558-70-48-01	MDRT: Vehicle Repair & Maintenance	\$327.60
		Brakes, Oil chg		
	Total 436872			\$327.60
Total 54656				\$327.60
Total Art Gamblin Motors				\$327.60

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Ashley Shoreline Design & Permitting				
	54657	6/18/2024	2024 - June - 3rd June 2024 Batch	
	06182024 ASD			
	June 2024 Service			
	310-000-038-594-58-62-00		Comp PI Update-State DOE Grant	\$1,840.00
	Total 06182024 ASD			\$1,840.00
	Total 54657			\$1,840.00
	Total Ashley Shoreline Design & Permitting			\$1,840.00
Auburn Sports & Marine, Inc.				
	54658	6/9/2024	2024 - June - 3rd June 2024 Batch	
	711496			
	PD - VRF Maint			
	001-000-215-521-10-48-00		PD: Repairs and Maintenance VRF	\$913.03
	Total 711496			\$913.03
	Total 54658			\$913.03
	Total Auburn Sports & Marine, Inc.			\$913.03
Big Mountain Electric, Inc				
	54659	6/17/2024	2024 - June - 3rd June 2024 Batch	
	5436			
	June 2024 Service			
	310-000-039-594-75-62-00		CIP - Dock & Boat Shelter Cost	\$837.76
	Wiring for Security Eq			
	Total 5436			\$837.76
	Total 54659			\$837.76
	Total Big Mountain Electric, Inc			\$837.76
Black Diamond Auto Parts				
	54660	5/10/2024	2024 - June - 3rd June 2024 Batch	
	473022 MDRT			
	MDRT - Veh Maint			
	001-000-246-558-70-48-01		MDRT: Vehicle Repair & Maintenance	\$9.79
	Oil			
	Total 473022 MDRT			\$9.79

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	54660	6/24/2024	2024 - June - 3rd June 2024 Batch	
	473022 PW			
		PW - Veh Maint		
		101-000-000-543-50-48-01	STRT: Vehicle Repair & Maintenance	\$170.53
		PW - Streets - Veh & Eq Maint		
		401-000-000-534-80-48-01	WTR: Vehicle Repair & Maintenance	\$170.53
		PW - Water - Veh & Eq Maint		
		407-000-000-535-80-48-01	SEW: Vehicle Repair & Maintenance	\$170.53
		PW - Sewer - Veh & Eq Maint		
		410-000-000-531-10-48-01	STRM: Vehicle Repair & Maintenance	\$170.53
		PW - Strm - Veh & Eq Maint		
	Total 473022 PW			\$682.12
	Total 54660			\$691.91
	Total Black Diamond Auto Parts			\$691.91
Builders Exchange of WA Inc				
	54661	6/5/2024	2024 - June - 3rd June 2024 Batch	
	1077307			
		June 2024 Service		
		310-000-037-594-76-64-00	Skate Park: Reconstruction	\$54.15
		Advertising		
	Total 1077307			\$54.15
	Total 54661			\$54.15
	Total Builders Exchange of WA Inc			\$54.15
CD - Transient Vendors				
	54662	6/13/2024	2024 - June - 3rd June 2024 Batch	
	PLM23--0013		Chad McGraw	
		Permit Refund		
		001-000-240-322-10-00-03	Plumbing Permits	\$255.45
		Adjustment for valuation correction		
		001-000-240-322-10-00-03	Plumbing Permits	\$133.00
		Adjustment for valuation correction		
		001-000-240-341-81-00-00	PERM - Technology Cost Recovery Fee	\$12.00
		Adjustment for valuation correction		
	Total PLM23--0013			\$400.45
	Total 54662			\$400.45
	Total CD - Transient Vendors			\$400.45

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
City of Black Diamond				
	54663	6/21/2024	2024 - June - 3rd June 2024 Batch	
	24060			
		March 2024 Service		
		001-000-246-558-70-11-00	Other Staff alloc	\$6,708.32
	Total 24060			\$6,708.32
	54663	6/21/2024	2024 - June - 3rd June 2024 Batch	
	24061			
		June 2024 Service		
		001-000-246-558-70-11-00	Other Staff alloc	\$307.69
	Total 24061			\$307.69
	Total 54663			\$7,016.01
Total City of Black Diamond				\$7,016.01
Comcast				
	54664	6/5/2024	2024 - June - 3rd June 2024 Batch	
	8498 34 014 0152887 06.2024			
		June 2024 Service		
		001-000-214-521-20-42-00	PD: Telephone / DSL / Radios / Air Cards	\$12.20
		PD Cable 0152887		
	Total 8498 34 014 0152887 06.2024			\$12.20
	54664	6/3/2024	2024 - June - 3rd June 2024 Batch	
	8498 34 014 0155476 06.2024			
		June 2024 Service		
		001-000-191-525-60-31-00	EM - Supplies	\$12.18
		EM Cable 0125628		
	Total 8498 34 014 0155476 06.2024			\$12.18
	Total 54664			\$24.38
Total Comcast				\$24.38
Cummins Sales and Service				
	54665	6/13/2024	2024 - June - 3rd June 2024 Batch	
	01-21317			
		June 2024 Service		
		001-000-212-521-50-48-00	PD: Bldg Repairs & Maintenance	\$974.45

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Generator Maint		
	Total 01-21317			\$974.45
	Total 54665			\$974.45
	Total Cummins Sales and Service			\$974.45
	Firestone Complete Auto Care			
	54666	5/6/2024	2024 - June - 3rd June 2024 Batch	
	98999			
	PD - Veh Maint			
	001-000-210-521-10-48-01		PD: Vehicle/Eq. Mtc. & Repair	\$714.63
	Tires			
	Total 98999			\$714.63
	Total 54666			\$714.63
	Total Firestone Complete Auto Care			\$714.63
	HM Pacific Northwest. Inc			
	54667	6/11/2024	2024 - June - 3rd June 2024 Batch	
	5978954			
	PW - Supplies			
	101-000-000-542-30-31-03		STRT: Operating Supplies	\$437.98
	Gravel			
	Total 5978954			\$437.98
	Total 54667			\$437.98
	Total HM Pacific Northwest. Inc			\$437.98
	Home Depot Credit Service			
	54668	6/12/2024	2024 - June - 3rd June 2024 Batch	
	3511048			
	EM - Supplies			
	001-000-191-525-60-31-00		EM - Supplies	\$16.86
	CH - Bldg Maint, Janitorial Supp			
	Total 3511048			\$16.86

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	54668	6/11/2024	2024 - June - 3rd June 2024 Batch	
	4513915			
		PD - Supplies		
		001-000-210-521-10-31-00	PD: Operating Supplies	\$26.84
		Boxes		
	Total 4513915			\$26.84
	54668	6/11/2024	2024 - June - 3rd June 2024 Batch	
	4513916			
		PW - Supplies		
		101-000-000-542-30-31-03	STRT: Operating Supplies	\$38.52
		Streets - Operating Supplies		
		401-000-000-534-80-31-01	WTR - Operating Supplies	\$38.52
		Water - Operating Supplies		
		407-000-000-535-80-31-01	SWR - Operating Supplies	\$38.52
		Sewer - Operating Supplies		
		410-000-000-531-10-31-01	STRM - Operating Supplies	\$38.54
		Storm - Operating Supplies		
	Total 4513916			\$154.10
	54668	6/18/2024	2024 - June - 3rd June 2024 Batch	
	7521872			
		EM - Supplies		
		001-000-191-525-60-31-00	EM - Supplies	\$8.43
		EM - Water		
	Total 7521872			\$8.43
	Total 54668			\$206.23
	Total Home Depot Credit Service			\$206.23
	Johannes Franciscus Voogt			
	54669	6/12/2024	2024 - June - 3rd June 2024 Batch	
	248 JV			
		June 2024 Service		
		001-000-120-512-51-41-04	CRT: Interpreter	\$189.49
	Total 248 JV			\$189.49
	Total 54669			\$189.49
	Total Johannes Franciscus Voogt			\$189.49

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Johnsons Home & Garden				
	54670	6/13/2024	2024 - June - 3rd June 2024 Batch	
	480576			
		PW - Supplies		
		101-000-000-542-30-31-03	STRT: Operating Supplies	\$20.01
		Operating Supplies - Streets		
		401-000-000-534-80-31-01	WTR - Operating Supplies	\$20.01
		Operating Supplies - Water		
		407-000-000-535-80-31-01	SWR - Operating Supplies	\$20.00
		Operating Supplies - Sewer		
		410-000-000-531-10-31-01	STRM - Operating Supplies	\$20.00
		Operating Supplies - Storm		
	Total 480576			\$80.02
	54670	6/18/2024	2024 - June - 3rd June 2024 Batch	
	480687			
		PW - Supplies		
		101-000-000-542-30-31-03	STRT: Operating Supplies	\$66.49
		Operating Supplies - Streets		
		101-000-000-542-30-31-04	STRT: Uniforms & Safety Supplies	\$10.88
		Uniforms - Streets		
		401-000-000-534-80-31-01	WTR - Operating Supplies	\$66.49
		Operating Supplies - Water		
		401-000-000-534-80-31-05	WTR - Uniform Allowance	\$10.88
		Uniforms - Water		
		407-000-000-535-80-31-01	SWR - Operating Supplies	\$66.49
		Operating Supplies - Sewer		
		407-000-000-535-80-31-04	SWR - Uniform Allowance	\$10.88
		Uniforms - Sewer		
		410-000-000-531-10-31-01	STRM - Operating Supplies	\$66.47
		Operating Supplies - Storm		
		410-000-000-531-10-31-04	STRM - Uniforms and Safety Supplies	\$10.86
		Uniforms - Storm		
	Total 480687			\$309.44
	54670	6/21/2024	2024 - June - 3rd June 2024 Batch	
	480764			
		PW - Supplies		
		101-000-000-542-30-31-03	STRT: Operating Supplies	\$11.34
		Operating Supplies - Streets		
		401-000-000-534-80-31-01	WTR - Operating Supplies	\$11.34
		Operating Supplies - Water		

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
		407-000-000-535-80-31-01	SWR - Operating Supplies	\$11.34
		Operating Supplies - Sewer		
		410-000-000-531-10-31-01	STRM - Operating Supplies	\$11.32
		Operating Supplies - Storm		
	Total 480764			\$45.34
	Total 54670			\$434.80
Total Johnsons Home & Garden				\$434.80
Jose Luis Molnar				
	54671	6/12/2024	2024 - June - 3rd June 2024 Batch	
	4867 JLM			
		June 2024 Service		
		001-000-120-512-51-41-04	CRT: Interpreter	\$136.08
	Total 4867 JLM			\$136.08
	Total 54671			\$136.08
Total Jose Luis Molnar				\$136.08
JRM Enterprises, Inc				
	54672	6/16/2024	2024 - June - 3rd June 2024 Batch	
	BDMC-009			
		June 2024 Service		
		001-000-120-512-51-41-04	CRT: Interpreter	\$150.00
	Total BDMC-009			\$150.00
	Total 54672			\$150.00
Total JRM Enterprises, Inc				\$150.00
Law Office of Krista White Swain				
	54673	6/14/2024	2024 - June - 3rd June 2024 Batch	
	06142024 LOKWS			
		Reimbursement		
		001-000-120-512-51-43-00	CRT: Lodging, Meals & Mileage	\$84.29
		DMCIA Conf - Tulalip, WA - 125.8 Miles		
	Total 06142024 LOKWS			\$84.29
	Total 54673			\$84.29
Total Law Office of Krista White Swain				\$84.29

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Madrona Law Group LLC				
54674	12599 MLG	5/31/2024	2024 - June - 3rd June 2024 Batch	
	May 2024 Service			
	001-000-150-515-41-41-40		Legal Svs Development Permits	\$3,881.99
		CD - Permit Review		
	Total 12599 MLG			\$3,881.99
54674	12600 MLG	5/31/2024	2024 - June - 3rd June 2024 Batch	
	May 2024 Service			
	001-000-150-515-41-41-01		Legal Services-General Govt	\$4,950.00
		General City Billing		
	101-000-000-542-30-41-15		STRT: Legal Costs	\$1,100.00
		General City Billing		
	401-000-000-534-80-41-04		WTR - Legal Svcs	\$1,650.00
		General City Billing		
	407-000-000-535-80-41-09		SEW - Legal Costs	\$1,650.00
		General City Billing		
	410-000-000-531-10-41-01		STRM - Legal Costs	\$1,650.00
		General City Billing		
	Total 12600 MLG			\$11,000.00
54674	12601 MLG	5/31/2024	2024 - June - 3rd June 2024 Batch	
	May 2024 Service			
	001-000-150-515-41-41-36		Legal - Code Enforcement	\$1,239.50
		CD - Code Enforcement - Gokey		
	Total 12601 MLG			\$1,239.50
54674	126023 MLG	5/31/2024	2024 - June - 3rd June 2024 Batch	
	May 2024 Service			
	001-000-257-558-70-41-00		MDRT - Legal Services	\$12,092.50
		MDRT / OakPoint		
	Total 126023 MLG			\$12,092.50
54674	12603 MLG	5/31/2024	2024 - June - 3rd June 2024 Batch	
	May 2024 Service			
	001-000-150-515-41-41-17		Legal - Public Disc/Oth	\$118.50

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Public Records Requets Advice	
	Total 12603 MLG			\$118.50
	54674	5/31/2024	2024 - June - 3rd June 2024 Batch	
	12604 MLG			
		May 2024 Service		
		001-000-150-515-41-41-40	Legal Svs Development Permits	\$167.50
		PW - Permit Review		
	Total 12604 MLG			\$167.50
	Total 54674			\$28,499.99
	Total Madrona Law Group LLC			\$28,499.99
Mergia Sonessa				
	54675	6/13/2024	2024 - June - 3rd June 2024 Batch	
	06132024-1			
		June 2024 Service		
		001-000-120-512-51-41-04	CRT: Interpreter	\$140.00
	Total 06132024-1			\$140.00
	Total 54675			\$140.00
	Total Mergia Sonessa			\$140.00
Michael Zheleznyak				
	54676	6/5/2024	2024 - June - 3rd June 2024 Batch	
	06052024 MZ			
		June 2024 Service		
		001-000-120-512-51-41-04	CRT: Interpreter	\$140.00
	Total 06052024 MZ			\$140.00
	Total 54676			\$140.00
	Total Michael Zheleznyak			\$140.00
Motion and Flow Control Products, Inc.				
	54677	5/30/2024	2024 - June - 3rd June 2024 Batch	
	9131949			
		PW - Supplies		
		101-000-000-542-30-31-03	STRT: Operating Supplies	\$28.91
		Gun and Wand		
		401-000-000-534-80-31-01	WTR - Operating Supplies	\$28.91
		Gun and Wand		
		407-000-000-535-80-31-01	SWR - Operating Supplies	\$28.91
		Gun and Wand		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
		410-000-000-531-10-31-01	STRM - Operating Supplies	\$28.92
		Gun and Wand		
	Total 9131949			\$115.65
	Total 54677			\$115.65
Total Motion and Flow Control Products, Inc.				\$115.65
Northstar Chemical Inc.				
	54678	6/18/2024	2024 - June - 3rd June 2024 Batch	
	283353			
		PW - Supplies		
		401-000-000-534-80-31-03	WTR - Caustic	\$3,775.80
	Total 283353			\$3,775.80
	Total 54678			\$3,775.80
Total Northstar Chemical Inc.				\$3,775.80
OakRidge Homes				
	54679	6/13/2024	2024 - June - 3rd June 2024 Batch	
	5226.68			
		Utility Refund		
		401-000-000-343-40-00-01	Water Charges	\$185.13
		Refund Closed Account		
	Total 5226.68			\$185.13
	Total 54679			\$185.13
Total OakRidge Homes				\$185.13
Orkin Commercial Services				
	54680	6/7/2024	2024 - June - 3rd June 2024 Batch	
	259139343			
		06.2024 Service		
		001-000-248-518-20-48-00	MDRT: Bld Repair & Maintenance	\$49.12
		27725356 - 24301 Roberts DR	MDRT	
		001-000-254-518-20-48-00	CH: BLD Repair & Maintenance	\$42.10
		27725356 - 24301 Roberts DR	Adm / Cernt Serv	
		101-000-000-543-50-48-00	STRT: Bld Repair & Maintenance Shops	\$12.63
		27725356 - 24301 Roberts DR	Streets	
		401-000-000-534-80-48-00	WTR: Bld Repair & Maintenance Shops	\$12.63
		27725356 - 24301 Roberts DR	Water	
		407-000-000-535-80-48-00	SEW: Bld Repair & Maintenance Shops	\$12.63
		27725356 - 24301 Roberts DR	Sewer	
		410-000-000-531-10-48-00	STRM: Bld Repair & Maintenance Shops	\$11.24

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		27725356 - 24301 Roberts DR Storm		
	Total 259139343			\$140.35
54680	6/30/2024	2024 - June - 3rd June 2024 Batch		
	27725356 Annual Billing Plan			
	07.2024 - 06.2025 Service			
	001-000-248-518-20-48-00		MDRT: Bld Repair & Maintenance	\$589.48
		27725356 - 24301 Roberts DR MDRT		
	001-000-254-518-20-48-00		CH: BLD Repair & Maintenance	\$505.27
		27725356 - 24301 Roberts DR Adm / Cernt Serv		
	101-000-000-543-50-48-00		STRT: Bld Repair & Maintenance Shops	\$151.58
		27725356 - 24301 Roberts DR Streets		
	401-000-000-534-80-48-00		WTR: Bld Repair & Maintenance Shops	\$151.58
		27725356 - 24301 Roberts DR Water		
	407-000-000-535-80-48-00		SEW: Bld Repair & Maintenance Shops	\$151.58
		27725356 - 24301 Roberts DR Sewer		
	410-000-000-531-10-48-00		STRM: Bld Repair & Maintenance Shops	\$134.73
		27725356 - 24301 Roberts DR Storm		
	Total 27725356 Annual Billing Plan			\$1,684.22
Total 54680				\$1,824.57
Total Orkin Commercial Services				\$1,824.57
Parametrix, Inc.				
54681	6/18/2024	2024 - June - 3rd June 2024 Batch		
	56821			
	May 2024 Service			
	101-000-000-542-30-41-05		STRT: Professional Services	\$2,643.75
	Total 56821			\$2,643.75
54681	6/18/2024	2024 - June - 3rd June 2024 Batch		
	56822			
	May 2024 Service			
	101-000-000-542-30-41-06		STRT: Prof Serv- GIS & Misc	\$2,396.25
	Total 56822			\$2,396.25
54681	6/19/2024	2024 - June - 3rd June 2024 Batch		
	56890			
	May 2024 Service			
	101-000-000-542-30-41-05		STRT: Professional Services	\$2,763.63
	Total 56890			\$2,763.63

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	54681	6/20/2024	2024 - June - 3rd June 2024 Batch	
	56933			
		May 2024 Service		
		310-000-038-594-58-62-00	Comp PI Update-State DOE Grant	\$17,281.25
	Total 56933			\$17,281.25
	54681	6/24/2024	2024 - June - 3rd June 2024 Batch	
	57010			
		May 2024 Service		
		320-000-050-595-50-62-00	CIP - STRT - Covington Creek Bridge	\$2,750.51
	Total 57010			\$2,750.51
	Total 54681			\$27,835.39
Total Parametrix, Inc.				\$27,835.39
PD - Transient Vendors				
	54682	6/24/2024	2024 - June - 3rd June 2024 Batch	
	INV2024418121030369		Marinko Kordich	
		Traffic School Refuind		
		001-000-210-342-10-01-00	PD - Traffic School Fee	\$145.00
			Traffic School Reimbursement	
	Total INV2024418121030369			\$145.00
	Total 54682			\$145.00
	54683	6/7/2024	2024 - June - 3rd June 2024 Batch	
	INV2024520113743491		Jamie Barney	
		Traffic School Refuind		
		001-000-210-342-10-01-00	PD - Traffic School Fee	\$135.00
			Traffic School Reimbursement	
	Total INV2024520113743491			\$135.00
	Total 54683			\$135.00
	54684	6/12/2024	2024 - June - 3rd June 2024 Batch	
	INV2024610224644742		Demetrius Anderson	
		Traffic School Refuind		
		001-000-210-342-10-01-00	PD - Traffic School Fee	\$149.35
			Not Eligible for Traffic School	
	Total INV2024610224644742			\$149.35
	Total 54684			\$149.35
Total PD - Transient Vendors				\$429.35

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Perteet Inc.				
	54685	6/12/2024	2024 - June - 3rd June 2024 Batch	
	20170202.0019-2			
	May 2024 Service			
	001-000-257-558-70-41-04		MDRT - Environmental Consultant-Perteet	\$6,632.50
	Total 20170202.0019-2			\$6,632.50
	Total 54685			\$6,632.50
Total Perteet Inc.				\$6,632.50
RH2 Engineering Inc.				
	54686	6/17/2024	2024 - June - 3rd June 2024 Batch	
	96555			
	May 2024 Service			
	101-000-000-542-30-41-05		STRT: Professional Services	\$132.16
	Castillo - General Technical Support			
	101-000-000-542-30-41-13		STRT: Prof Service - Eng. Civil Review	\$1,480.45
	Wright - Engineering Services			
	401-000-000-534-80-41-10		WTR - Prof Service-GIS	\$2,351.35
	401-000-000-534-80-41-13		WTR: Prof Service- Eng. Civil Review	\$132.16
	Castillo - General Technical Support			
	401-000-000-534-80-41-13		WTR: Prof Service- Eng. Civil Review	\$1,480.45
	Wright - Engineering Services			
	401-000-000-534-80-41-13		WTR: Prof Service- Eng. Civil Review	\$486.62
	407-000-000-535-80-41-01		SEW - Prof Srvs-GIS & other review	\$132.16
	Castillo - General Technical Support			
	407-000-000-535-80-41-13		SEW: Prof Service - Eng. Civil Review	\$1,480.45
	Wright - Engineering Services			
	410-000-000-531-10-41-13		STRM: Prof Service - Eng. Civil Review	\$1,480.45
	Wright - Engineering Services			
	410-000-000-531-10-41-13		STRM: Prof Service - Eng. Civil Review	\$132.16
	Castillo - General Technical Support			
	510-000-500-594-48-62-00		PW Bldg Related Impr.	\$1,109.05
	Total 96555			\$10,397.46
	54686	6/17/2024	2024 - June - 3rd June 2024 Batch	
	96571			
	May 2024 Service			
	404-000-011-534-80-41-00		WTR - Comp Plan	\$8,953.91
	Total 96571			\$8,953.91

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	54686	6/17/2024	2024 - June - 3rd June 2024 Batch	
	96591			
		May 2024 Service		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$4,923.16
	Total 96591			\$4,923.16
	Total 54686			\$24,274.53
Total RH2 Engineering Inc.				\$24,274.53
Scheibmeir, Kelly & Nelson , P.S.				
	54687	6/2/2024	2024 - June - 3rd June 2024 Batch	
	00128			
		May 2024 Service		
		001-000-257-558-70-42-02	MDRT - Hearing Examiner	\$3,225.00
		MDRT		
	Total 00128			\$3,225.00
	Total 54687			\$3,225.00
Total Scheibmeir, Kelly & Nelson , P.S.				\$3,225.00
Seattle Daily Journal of Commerce				
	54688	6/6/2024	2024 - June - 3rd June 2024 Batch	
	3400229			
		CD - Advertising		
		310-000-037-594-76-64-00	Skate Park: Reconstruction	\$749.70
		Sealed Bids		
	Total 3400229			\$749.70
	Total 54688			\$749.70
Total Seattle Daily Journal of Commerce				\$749.70
Seattle Times				
	54689	5/21/2024	2024 - June - 3rd June 2024 Batch	
	78975			
		CD - Advertising		
		310-000-004-594-76-63-08	Skate Park Repair & Const	\$682.50
	Total 78975			\$682.50
	Total 54689			\$682.50
Total Seattle Times				\$682.50

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Signs By Tomorrow				
	54690	6/18/2024	2024 - June - 3rd June 2024 Batch	
	INV-42508			
		PW - Supplies		
		101-000-000-543-50-48-01	STRT: Vehicle Repair & Maintenance	\$9.64
		Sign for Truck		
		401-000-000-534-80-48-01	WTR: Vehicle Repair & Maintenance	\$9.64
		Sign for Truck		
		407-000-000-535-80-48-01	SEW: Vehicle Repair & Maintenance	\$9.64
		Sign for Truck		
		410-000-000-531-10-48-01	STRM: Vehicle Repair & Maintenance	\$9.62
		Sign for Truck		
	Total INV-42508			\$38.54
	Total 54690			\$38.54
	Total Signs By Tomorrow			\$38.54

Sorci Family LLC

	54699	7/1/2024	2024 - July - 1st July 2024 Batch	
	07012024 SFLLC			
		July 2024 Rent		
		001-000-240-591-58-70-00	COM DEV: Bld & Property Lease	\$1,331.22
		Com Dev Mod - Permitting		
		001-000-240-591-58-70-01	PLN: Bld & Property Lease	\$332.81
		Com Dev Mod - Planning		
		001-000-248-591-58-70-00	MDRT: Bld & Property Lease	\$4,209.24
		City Hall Building - MDRT		
		001-000-254-591-18-70-00	CH: Bld & Property Lease	\$3,607.92
		City Hall Building - Admin		
		001-000-254-591-18-70-01	MOD: Bld & Property Lease	\$416.01
		Com Dev Mod - Admin		
		101-000-000-591-95-70-00	STRT: Bld & Property Lease	\$1,052.30
		City Hall Building - Streets		
		401-000-000-591-34-70-00	WTR: Bld & Property Lease	\$1,052.30
		City Hall Building - Water		
		407-000-000-591-35-70-00	SEW: Bld & Property Lease	\$1,052.31
		City Hall Building - Sewer		
		410-000-000-591-31-70-00	STRM: Bld & Property Lease	\$1,052.31

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		City Hall Building - Storm		
	Total 07012024 SFLLC			\$14,106.42
	Total 54699			\$14,106.42
Total Sorci Family LLC				\$14,106.42
South Correctional Entity				
	54691	6/10/2024	2024 - June - 3rd June 2024 Batch	
	7886			
	May 2024 Service			
	001-000-211-523-60-49-00		PD: Jail Costs	\$2,384.67
	11 days			
	Total 7886			\$2,384.67
	Total 54691			\$2,384.67
Total South Correctional Entity				\$2,384.67
State Auditor's Office				
	54692	6/11/2024	2024 - June - 3rd June 2024 Batch	
	L161678			
	May 2024 Service			
	001-000-140-514-23-41-01		FIN - State Auditor Services	\$2,712.45
	101-000-000-542-30-41-14		STRT: State Auditor Services	\$650.99
	401-000-000-534-80-41-03		WTR - State Auditor Services	\$2,495.45
	407-000-000-535-80-41-07		SEW - State Auditor Services	\$2,495.45
	410-000-000-531-10-41-02		STRM - State Auditor Services	\$2,495.46
	Total L161678			\$10,849.80
	Total 54692			\$10,849.80
Total State Auditor's Office				\$10,849.80
Summit Law Group, PLLC				
	54693	6/11/2024	2024 - June - 3rd June 2024 Batch	
	155089			
	May 2024 Service			
	001-000-150-515-41-41-02		Legal - Employment	\$79.00
	001-000-150-515-41-41-08		Legal Svcs-Union Contracts	\$0.00
	Total 155089			\$79.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	54693	6/18/2024	2024 - June - 3rd June 2024 Batch	
	155090			
		May 2024 Service		
		001-000-150-515-41-41-08	Legal Svcs-Union Contracts	\$2,747.00
		Teamsters		
	Total 155090			\$2,747.00
	Total 54693			\$2,826.00
	Total Summit Law Group, PLLC			\$2,826.00
Tacoma Public Utilities				
	54694	5/31/2024	2024 - June - 3rd June 2024 Batch	
	05312024 TPU			
		May 2024 Service		
		401-000-000-534-80-41-05	WTR - Tacoma PUD Wholesale Base Charge	\$14,899.89
		Base Fee		
		401-000-000-534-80-47-05	WTR: Tacoma PUD I- Water Purchase	\$2,169.83
		Consumption		
	Total 05312024 TPU			\$17,069.72
	Total 54694			\$17,069.72
	Total Tacoma Public Utilities			\$17,069.72
UB - Transient Vendors				
	54695	6/25/2024	2024 - June - 3rd June 2024 Batch	
	7020.0 7129.0		Ten Trails Pwner Limited Partnership	
		Refund Overpayments		
		401-000-000-343-40-00-01	Water Charges	\$9,314.52
		407-000-000-343-50-00-01	King County Sewer Revenue	\$928.39
	Total 7020.0 7129.0			\$10,242.91
	Total 54695			\$10,242.91
	Total UB - Transient Vendors			\$10,242.91
Utilities Underground Location Center				
	54696	5/31/2024	2024 - June - 3rd June 2024 Batch	
	4050127			
		May 2024 Service		
		401-000-000-534-80-41-08	WTR - Locating Service	\$92.40

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		# locates		
	Total 4050127			\$92.40
	Total 54696			\$92.40
	Total Utilities Underground Location Center			\$92.40
Vision Municipal Solutions, LLC				
	54697	6/24/2024	2024 - June - 3rd June 2024 Batch	
	Invoice - 6/24/2024 10:32:29 AM			
	May 2023 Utility Bills			
	401-000-000-534-80-49-03		WTR: Printing & Binding	\$431.42
	Printing - Utility Bills			
	407-000-000-535-80-49-03		SEW: Printing & Binding	\$431.42
	Printing - Utility Bills			
	410-000-000-531-10-49-03		STRM: Printing & Binding	\$75.02
	Printing - Utility Bills			
	Total Invoice - 6/24/2024 10:32:29 AM			\$937.86
	Total 54697			\$937.86
	Total Vision Municipal Solutions, LLC			\$937.86
Water Management Laboratories, Inc.				
	54698	6/4/2024	2024 - June - 3rd June 2024 Batch	
	220719 WML			
	May 2024 Service			
	401-000-000-534-80-41-02		WTR - Testing and Sampling	\$56.00
	Total 220719 WML			\$56.00
	54698	6/6/2024	2024 - June - 3rd June 2024 Batch	
	220844			
	May 2024 Service			
	401-000-000-534-80-41-02		WTR - Testing and Sampling	\$56.00
	Total 220844			\$56.00

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name	Amount
			Title	
	54698	6/17/2024	2024 - June - 3rd June 2024 Batch	
	220977			
		May 2024 Service		
		401-000-000-534-80-41-02	WTR - Testing and Sampling	\$28.00
	Total 220977			\$28.00
	Total 54698			\$140.00
Total Water Management Laboratories, Inc.				\$140.00
	Vendor Count	46	Grand Total	\$244,810.36

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of June 20, 2024
Hybrid Meeting Via Zoom and In-Person
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, Douglass, Smith, Mulvihill, de Leon, Jones, Page

ABSENT: None

Staff present: Andrew Williamson, MDRT/Ec Development Director; Xavier Mason, Finance Director; Mona Davis, Community Development Director, Ryan Sweet, Capital Projects/Program Manager; Jamey Kiblinger, Police Chief; David Linehan, City Attorney; Jake Kapsandy IT Staff; Brenda L. Martinez, City Clerk/HR Manager.

READING OF GUIDING PRINCIPLES:

AGENDA REVIEW AND APPROVAL:

Councilmember Page added a discussion on Council Rules of Procedure regarding Section 10 under new business and to schedule an executive session at an upcoming council meeting.

Councilmember de Leon **moved** to approve the agenda as amended; **second** Councilmember Page. Motion **passed** with all voting in favor (6-0).

COMMITTEE REPORTS:

- 1) **Public Safety** - Councilmember Jones reported on this item and shared topics discussed at their meeting as shown on the report included in the Council packet.

DEPARTMENT REPORTS:

- 2) **Finance** - Director Mason shared with the Council the 1st Quarter Financial Report for 2024. He reviewed the narrative and highlighted certain areas.

Fire – Chief Judkins noted sending out her report by email today to Council. She reported on the transmission on a vehicle and shared that the painting at Station 98 should be completed tomorrow.

PUBLIC COMMENTS:

Mario Sorci, Black Diamond spoke to Council.

David Wright and Phyllis Ann Bogle, staff at the Black Diamond Library spoke to Council.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS: None

CONSENT AGENDA:

Councilmember de Leon **moved** to approve the Consent Agenda; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (6-0). The Consent Agenda was approved as follows:

- 3) **Claim Checks** – June 20, 2024, Check No. 54564 through Check No. 54651 in the amount of \$656,521.10.
- 4) **Payroll** – May 2024, Check No. 20409 through Check No. 20416 and ACHs in the amount of \$566,117.52
- 5) **Minutes** – Tri-City Meeting of May 22, 2024, and Council Meeting of June 6, 2024.
- 6) **AB24-041** - Resolution Authorizing Contract with CDI
- 7) **AB24-042** - Resolution Authorizing the Mayor to Execute Amendment 3 to Professional Service Agreement with Parametrix for the Covington Creek Culvert Replacement Project
- 8) **AB24-043** – Resolution Awarding a Contract to Iron Creek Construction for the Rock Creek Bridge Repair Project.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

- 9) **AB24-044** – Resolution Adopting 2025-2030 Six Year Transportation Improvement Program

Public Works Director Hanis spoke to the Council on this agenda item.

Councilmember de Leon **moved** to adopt Resolution No. 24-1627 approving the 2025-2030 Six Year Transportation Improvement Program; **second** Councilmember Jones. Motion **passed** with all voting in favor (6-0).

- 10) **AB24-04** – Continued Discussion of Levy Lid Lift

Councilmember Douglass led the discussion on this item. He shared that the Council has come to the realization that we are in a challenging position where expenditures are growing, and revenues can't keep pace. He shared his analysis of the 2010 numbers, where expenditures for public safety have increased and stated that it's clear we need to pay more for the services we are being offered for public safety and determine the minimum we can tax our citizens to offset and help pay these expenses.

Councilmember Deady expressed that this has been going on before COVID hit. She met with the district and its Commissioners on June 26th and wants to continue the partnership with Mountain View. There needs to be a tight partnership moving forward with the fire department and the city. At the next meeting she hopes to have a levy lid lift resolution with an MOU attached.

There was a robust discussion on this between councilmembers.

NEW BUSINESS:

11) AB24-046 – Resolution Adopting 2025 Budget Planning Calendar

Finance Director Mason reported on this item.

Councilmember Mulvihill **moved** to adopt Resolution No. 24-1628, adopting the 2025 Budget Planning Calendar: **second** Councilmember Jones. Motion **passed** with all voting in favor (6-0).

12) Discussion on Council Rules of Procedure re: Section 10

Councilmember Page led the discussion on this item. She noted the City having a problem and there is an opportunity to sit down, and review Section 10 based off the happenings at the last meeting and to have an executive session at a future meeting and would like that to be scheduled for an upcoming meeting.

MAYOR'S REPORT:

Mayor Benson reported attending the Joint Black Diamond/Maple Valley Chamber of Commerce meeting, ribbon cutting at Canvas and Café, SCATBd meeting, and the AWC business meeting online as a voting delegate.

COUNCIL REPORTS:

Councilmember Mulvihill reported attending her committee meetings and EMAC meeting. She noted that her EMAC report will be in the next Council packet.

Councilmember de Leon reported attending the Community Development Committee meeting and noted more will be forthcoming for the Council packet., she gave a shout out to how much participation among Black Diamond stakeholders has increased with surrounding foundations. She highlighted the discussion on the Capital Facilities element of the Enumclaw School District.

Councilmember Jones gave a friendly tip that Kanaskat Palmer State Park is a real gem to take kids to. He noted that there is a vacant Council position and encouraged citizens to please consider applying. He shared that the food bank needs your donations with school being out and asked folks to please continue to donate. He commented on the fireworks for the 4th of July over Lake Sawyer, along with other festivities which are sponsored by the Lake Sawyer Community Club.

Councilmember Page shared that when she got on Council in 2021, she started reading the Development Agreements, so she was up to speed. She noted that she asked for a copy of the DAs earlier this year so she could take her notes and transfer them into the margins to start to understand. She commented that citizens have asked her and it's a question she has had, in the development agreement it talks about where there is an underfunded city need that the developer is responsible for that and she is having trouble wrapping her head around it and how it is calculated. She requested an educational session as an agenda item on this so we can all start to understand it.

Councilmember Deady reported attending the SCA deputy meeting and recapped highlights of the meeting. She also attended the Touch a Truck event and Canvas and Café ribbon cutting, and her Long Term Disposal meeting about garbage.

Councilmember Douglass noted spending time in the past during council reports talking about the fentanyl and opioid crisis and how it may not affect you directly, but it is affecting someone next to you. He shared that there are glimmers of hope and noted our Court and Community Court are doing great work on this subject. He shared that he watched the film, Recovering America, that addresses this crisis.

ATTORNEY REPORT:

City Attorney Linehan requested a 20-minute executive session on two matters.

PUBLIC COMMENTS:

Mario Sorci, Black Diamond spoke to Council.

EXECUTIVE SESSION:

At 8:31 p.m. Mayor Benson announced that pursuant to RCW 42.30.110(1)(i) the City Council would be going into executive session for approximately 20 minutes to discuss potential litigation with the City Attorney, with no action to follow.

The room was cleared, and the executive session started at 8:33 p.m.

At 8:53 p.m. a five-minute extension to the executive session was announced. The executive session ended at 8:58 p.m., and Mayor Benson called the meeting back to order.

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Page. Motion **passed** with all voting in favor (6-0). The meeting ended at 8:58 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

DRAFT

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution approving the Tough Mudder Seattle 2024 Special Event Permit SEP24-0007	Agenda Date: July 11, 2024	AB24-048
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	X
	Finance – Xavier Mason	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact: None	Public Works – Scott Hanis	
Fund Source: Prepaid by Tough Mudder 2023	Court – Tawnya Parks	
Timeline: August 17-18, 2024		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution, Application, Operations Plan, Fire IAP & Police Service Agreement		
SUMMARY STATEMENT: The Tough Mudder Event is an 8-10-mile foot race obstacle course that takes place at 31407 3 rd Avenue, private property owned by Palmer Coking Coal, as well as a small portion of Lake Sawyer Regional Park. This is an annual 2-day event scheduled this year for August 17 th and 18 th from 7 am to 7 pm. This will be Tough Mudder's 12 th year in Black Diamond. Black Diamond Municipal Code (BDMC 2.59.040) requires City Council approval for events lasting more than one day. This Special Event permit, SEP24-0007, was reviewed by all relevant departments who submitted comments and conditions for organizers to comply with. Additionally, the applicant will meet all criteria for issuance of a Special Events Permit, including prepayment of a deposit to cover cost of public services needed for this event. If approved with conditions, the reviewers find no basis to deny this permit. Therefore, the Community Development Director is recommending approval of the Special Events Permit, SEP24-0007, with conditions along with any additional items the Council deems appropriate. FISCAL NOTE (Finance Department): All City supplied services for this event will be reimbursed to the city based on the current rates for services provided. Additionally, if Tough Mudder sells any merchandise during the event and charges sales tax, they remit this sales tax to the State of which the city obtains a share.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Council Committee reviewed June 20, 2024 and recommended approval on Consent Agenda		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 24-1629, authorizing the Mayor to execute the approval of SEP24-0007 for Tough Mudder Seattle 2024.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
July 11, 2024		

RESOLUTION NO. 24-1629

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE CITY COUNCIL TO APPROVE THE
TOUGH MUDDER SPECIAL EVENT SEP24-0007**

WHEREAS, Tough Mudder Seattle 2024 has proposed a two-day athletic event to occur within the city limits on August 17-18, 2024; and

WHEREAS, the Tough Mudder Seattle 2024 event will be held mostly on private property between the hours of 7am to 7pm on Saturday, August 17th and 8am to 5pm on Sunday, August 18th; and

WHEREAS, a small portion of Lake Sawyer Regional Park will be utilized to connect the obstacle course to private property; and

WHEREAS, Black Diamond Municipal Code 2.59.040(B) requires the City Council to approve any special event that exceeds one day in duration; and

WHEREAS, City staff has reviewed the proposed activity and recommends it be approved as conditioned;

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

Section 1. The Mayor is hereby authorized to execute the approval of Special Event Permit SEP24-0007 for the Tough Mudder two-day event to be held on August 17th and 18th, 2024.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 11TH DAY OF JULY 2024.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

SPECIAL EVENT APPLICATION FORM



CITY OF BLACK DIAMOND

Community Development Dept.

24301 Roberts Drive / PO Box 599
Black Diamond, WA 98010
(360) 851-4447

*****Please submit applications a minimum of 90 days prior to the event*****

Private events may require a deposit and fee depending on the type of event and location. Depending on the event the application may need to be approved by the Mayor and City Council.

EVENT INFORMATION

Event Name: Tough Mudder Seattle 2024

Event Location: Palmer Coking Coal Company

(If structures will be erected and/or street ROW used, please attach 3 drawings noting locations and dimensions)

Event Type: ☐ Exhibition ☐ Protest ☐ Run/ Walk ☐ Dance ☐ Festival ☐ Concert ☐ Party
(Check all that apply) ☐ Wedding ☐ Drama ☐ Parade ☒ Other: Obstacle Course/ Mud Run Endurance Event

Date of Event: 08/17/24 - 08/18/24 Hours: 5:00am - 7:00pm

Purpose of Event: Obstacle Course / Mud Run Endurance Event

Estimate Attendance: Participants: 4,249 Spectators: 1,229 Volunteers/ Personnel: 200

City Business License #: 604787964 *(participating commercial vendors will also require a City license)*

Parking Plans: See attached parking plan

(Please provide a drawing unless you are using an existing parking lot with sufficient stalls.)

Facilities to be Used: ☒ City Park ☐ Lake Sawyer ☐ Sidewalk ☐ Street ☒ Private Property
(If using private property, you must provide proof that you have permission unless you are the owner.)

City Assistance Required: ☒ Police ☐ Fire ☒ Public Works ☐ Other: _____
(Police and Fire services require a written agreement that must be submitted with the event application.)

Insurance Company: Lockton Companies

(Proof of insurance required naming City of Black Diamond as co-insured if event is taking place on City property)

Food to be served: ☒ Yes ☐ No If yes, provide copy of Health Dept. approval/ license.

Sound System: ☒ Yes ☐ No

(If liquor and music are provided a Cabaret license may be required.)

Sanitation Plans (Sani-cans, hand washing stations, etc.): waste management staff to maintain venue during event.

Products or services to be sold: ☒ Yes ☐ No If yes, what? Merchandise, Food & Beverages



Special Event Application

Admission Fee: ☒ Yes ☐ No If yes, how much? \$114 - \$129

Has the event been previously produced? ☒ Yes ☐ No Previous Date: 09/23/23-09/24/23 & 09/24/22-09/25/22

Any changes from previous event? ☐ Yes ☒ No If yes, list changes: _____

APPLICANT INFORMATION

Name: Mallory Weinsz Organization: Spartan Race, Inc.

Mailing Address: 234 Congress St., 5th Floor, Boston, MA 02110

Phone: (614)582-8393 Email: mallory.weinsz@spartan.com

Emergency Contact: _____ Phone: _____

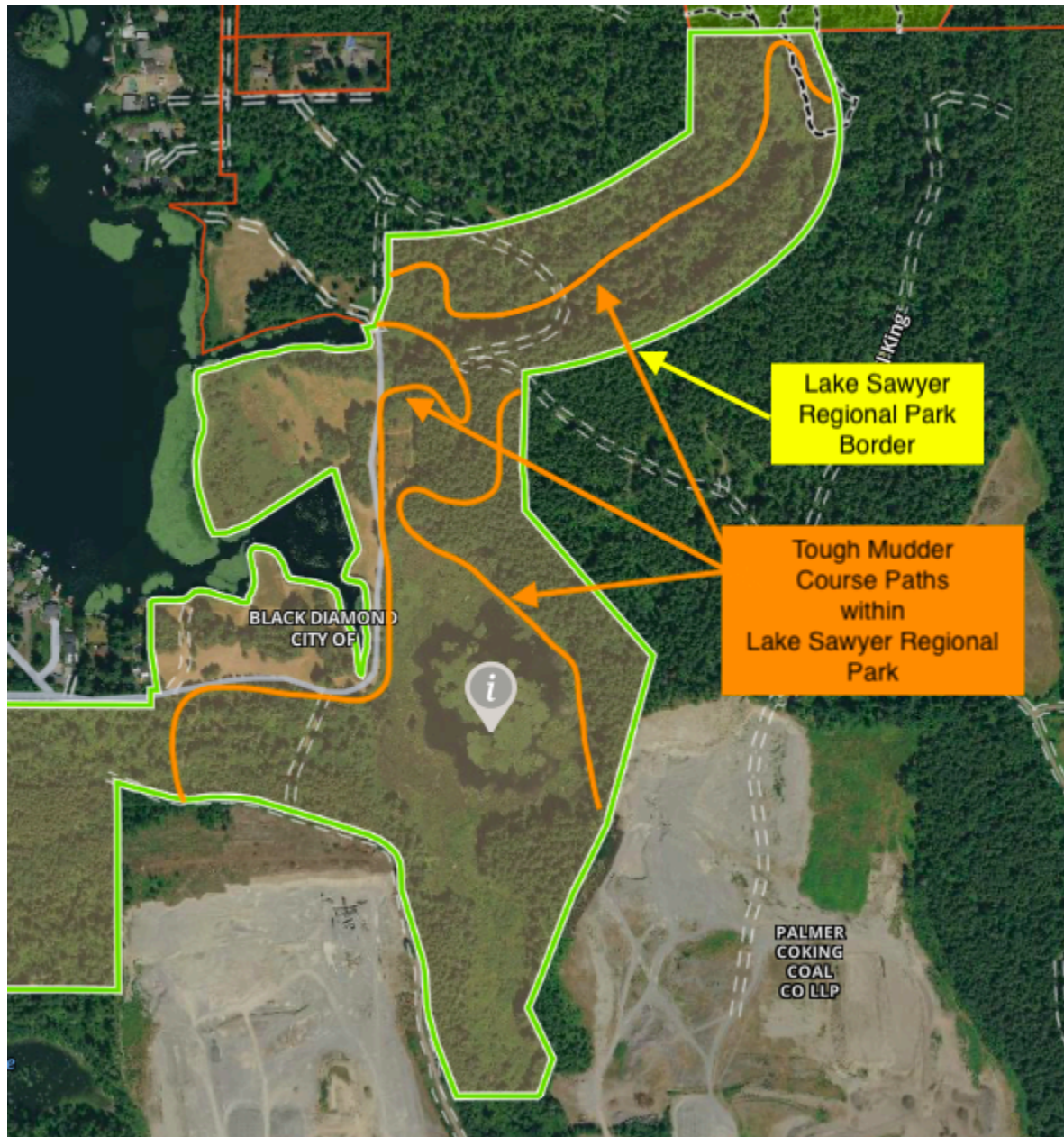
Signature of Applicant Mallory Weinsz Date 05/14/2024

Additional information or requirements may be requested. Please allow 3 – 4 weeks for processing.

To whom it may concern,

I'd like to request Permission of Land Use of Lake Sawyer Regional Park for Tough Mudder Seattle 2024 on 8/17/2024 and 8/18/2024.

Please find the map below:





Tough Mudder Seattle 2024

Event Operations Plan

Palmer Coking Coal Company
31615 Lake Sawyer Rd. SE, Black Diamond, WA 98010

Saturday, August 17 & Sunday, August 18, 2024

Recipients shall hold and treat the Confidential Information in strict confidence and shall not, without the prior written consent of the Tough Mudder Inc, disclose or permit disclosure of Confidential Information by their Representatives. Recipients agree not to use or derive benefit from the Confidential Information in any manner whatsoever, in whole or in part, other than in connection with the Transaction. Moreover, Recipients agree to disclose Confidential Information only to those Representatives who have a need to know the Confidential Information in order to assist in evaluating a possible Transaction, and who are informed of the strictly confidential nature of the Confidential Information. Recipients shall be responsible for any breach of this Agreement by their Representatives.

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Tough Mudder Seattle 2024 Event Operations Plan

Introduction

Tough Mudder is a 8-10 mile course featuring 20+ military style obstacles designed to test participants' all around strength, stamina, and mental grit. Tough Mudder is not a timed race - we stress the importance of camaraderie and teamwork, encouraging everyone to help each other complete all obstacles and finish the course.

Our events have been taking place since 2010 in the United States. In 2019, Tough Mudder held over 60 events throughout the United States, Canada, the United Kingdom, Australia, Mexico and Asia. The number of events and locations will continue to grow in 2023. To date, Tough Mudder is proud to have helped raise over \$12 million dollars for charities around the world.

Contact List

Role	Name	Organization	Phone
Director of Live Events	Evert Sers	Tough Mudder	(415)307-0436
Producer	Adam Wallenfelsz	Tough Mudder	(850)728-2479
Event Project Manager	Mallary Weinsz	Tough Mudder	(614)582-8393
Event Construction Manager	Nicolas Scarcia	Tough Mudder	(484)538-7529
Delivery Inventory Manager	Catherine Kurowski	Tough Mudder	(732)425-6688
Venue	Brett Morris	Palmer Coking Coal Co.	(425)432-4700
Medical Operations Manager	Matthew Riesenber	King County Medic One	(206)263-2202
Police	Jamey Kiblinger	Black Diamond PD	(306)851-4447

Event Attendance and Timeline

Below is a brief overview of the event timeline and attendance:

	Saturday	Sunday
Date	August 17, 2024	August 18, 2024
First Start Wave	7:45 AM	9:00 AM
Last Start Wave	2:45 PM	12:00 PM (Noon)
Event Operating Hours	6:00 AM - 6:00 PM	7:00 AM - 5:00 PM
Participants	3,600	649
Total On-Site (Inc Spectators)	4,179	721

**Participant & spectator numbers are subject to change.*

Venue Summary

Name	Palmer Coking Coal Company
Address	31407 WA-169, Black Diamond, WA 98010
Size	Approx. 330 Acres for Course Approx. 4 Acres for Festival Area
Primary Contact	Brett Morris
Phone Number	(425)432-4700
Relevant Event Permits	Special Event Permit, Temporary Business License, Police Agreement, Health Department Permit, Beer License

Tough Mudder Seattle 2024 Event Operations Plan

Phases of Operation

The planning process for the Tough Mudder Event Operations team begins approximately five months prior to the event weekend. The following table outlines the phases in which the team plans and executes the event.

Phase	Description	Date
Event Planning and Course Design	Introduction with Event Operations Team & all event stakeholders. Event team will plan all aspects of the event, including parking, traffic, festival area, course, and construction.	05/06/2024 - 09/02/2024
Load In	Period in which the venue will receive deliveries, set up temporary infrastructure, mark the course route, load in vendors/sponsors, construct Festival Area and course obstacles.	08/08/2024 - 08/16/2024
Event Operations	Event weekend when all participants, spectators, and workforce are on-site.	Saturday 7:00 AM - 7:00 PM Sunday 8:00 AM - 5:00 PM
Load Out	Monday and Tuesday following the event, the Event Operations Team will break down temporary infrastructure and oversee removal of rental equipment and trash.	08/19/2024 - 08/21/2024
Site Restoration	Period in which obstacles are removed and site restoration work is carried out.	Timeline TBD with venue and Construction Manager

Event Stakeholders

Participants	All patrons running the Tough Mudder course. All participants must be 18 or older, or 13 - 17 with a chaperone to take part in the event.
Spectators	All patrons viewing the Tough Mudder course. Spectator routes are marked with wayfinding signs to watch obstacles and take photographs of those participating in the event.
Workforce	All volunteers, independent contractors, temporary labor, and Tough Mudder staff on-site during the event week and weekend to support the operation of the event.
Venue	Scott Brazina will act as Tough Mudder's main point of contact for all venue related questions.
Vendors	Contractors and suppliers that provide services/equipment for the event.
Partner Activations	Official Tough Mudder Partners on both the local and national level will be present in the Festival Area.
Police	Tough Mudder has informed the local police of the Parking and Traffic Management Plan and will refine it to ensure compliance by all parties.
Emergency Service Providers	Tough Mudder's Safety Operations Director, Brendan Quinn will contact local EMS and Fire regarding the weekend's medical operation to ensure they are kept in the loop on our operation.
Community Groups	Tough Mudder has worked with the CVB/COC to help with volunteer recruitment and local marketing opportunities.

Tough Mudder Seattle 2024 Event Operations Plan

Radio Communication

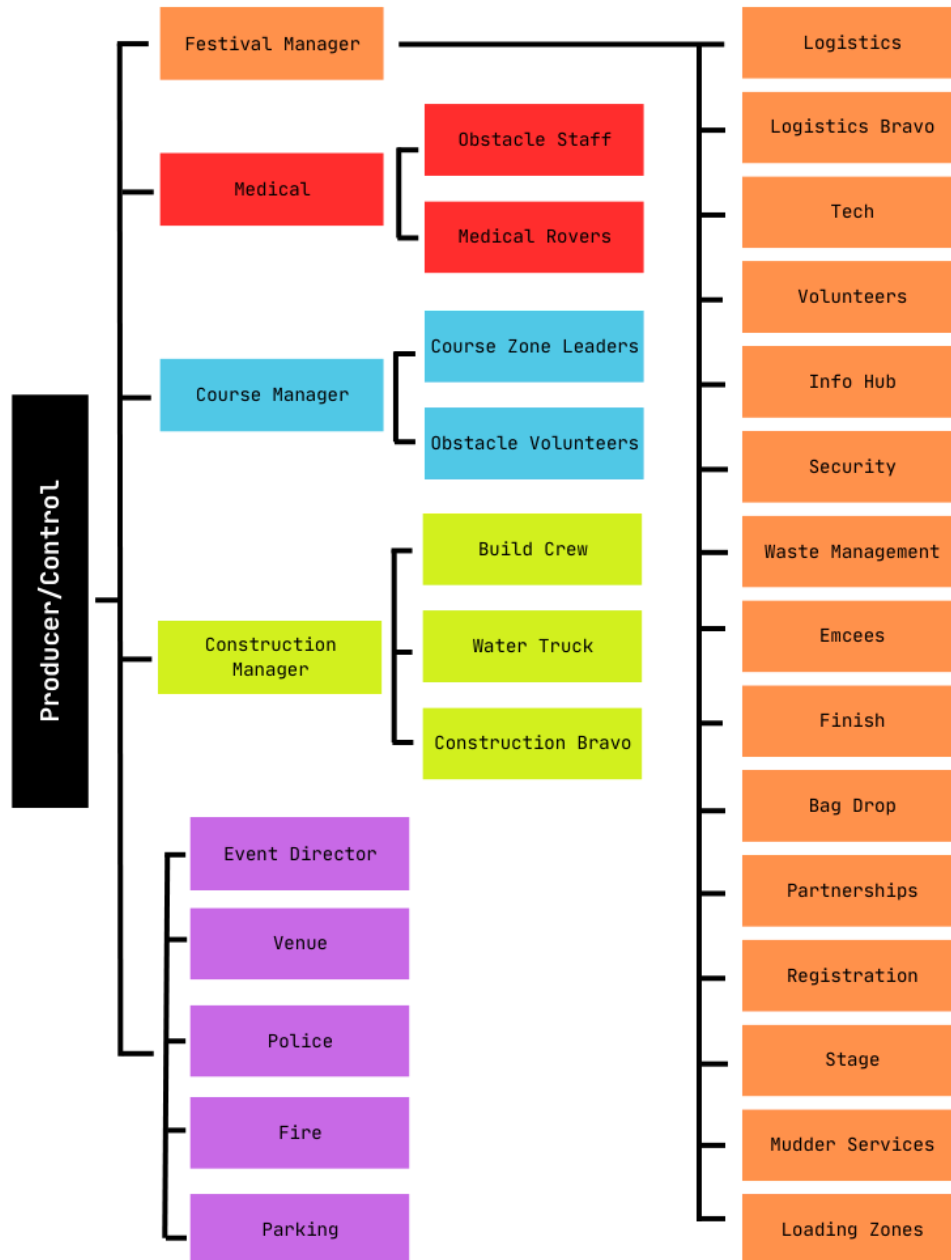
Well established and tested radio communication structures are being implemented to ensure that Tough Mudder Seattle 2024 runs smoothly, and that any issues and/or incidents which do arise can be dealt with efficiently and effectively.

- Tough Mudder Seattle 2024 will be delivered by an integrated event team, led by the Event Director. Key event operations roles have been identified and will be filled by experienced individuals. Position Descriptions for these roles clearly outline responsibilities and reporting channels. A similar staffing model has been used successfully at many previous Tough Mudder events.
- Tough Mudder follows the Incident Command System (ICS): a systematic tool used for the command, control, and coordination of emergency responses.
- All staff in a management or supervisory role will be issued a radio. A number of radio channels will be used, with radio users logically assigned to one of these channels according to their role. The 'lead' /manager on each channel will carry a second radio, and will be linked with other 'leads' on the 'Control' radio channel. All channels will be monitored by a person filling the role of 'Control', who will have the capacity to pass information to relevant individuals on any radio channel.
- An Event Command Center (ECC) will be established and will operate for the duration of the event. The ECC will be managed by 'Control', a role responsible for monitoring radio channels and disseminating information to relevant parties. Control will have the capability to contact key members of the event team, including the Event Director, the event's medical providers and other emergency services providers at any time.
- A comprehensive contact list containing contact details for all relevant stakeholders and emergency service providers has been compiled and distributed to the event team, and will be available in the ECC for the duration of the event.
- An organizational chart has been produced for the event, clearly identifying the chain-of-command amongst core members of the Event Team; this organizational chart also serves to illustrate Tough Mudder's communication structure, identifying the various radio channels that will be used during the event, and the roles/individuals using each channel. Protocols on the use of radios have been developed and all staff have been trained on them.

Tough Mudder Seattle 2024 Event Operations Plan

Communication Chart

Up to 100 radios will be used during the event, and will be stored and charged and distributed in the Logistics Field Warehouse. Chargers, spare batteries, ear pieces, antennas and hand mics have been scoped. A Radio Repeater will be installed on site to enable long-distance radio communications.



Tough Mudder Seattle 2024 Event Operations Plan

Safety

The health and safety of all participants, spectators, staff and others on-site throughout Tough Mudder Seattle 2024 is a priority of the Event Team.

Responsibility for managing incidents across the event site rests with the Tough Mudder Event Team, led by the Event Director.

Occupational Health and Safety

Tough Mudder uses the following protocol to make sure the event site is as safe as possible and to minimize the risk of harm to any individual:

- Guidelines have been developed and will be implemented at the event, including:
 - Loading and Unloading Vehicles
 - Setting Up and Packing Down Infrastructure
 - Use of Utility Terrain Vehicles (UTVs)
- In the event of an incident, one or more experienced team members have been designated as 'safety officer' to assist in the management of the incident.
- A series of checks are carried out to ensure the site is safe before gates are opened to participants and spectators.

Power and Fuel

Approximate power usage: 12 x 2000W generators, 2 x 3000W generators and 3 x 6000W light towers. Said generators will be gas or diesel powered. All fuel cells will be stored on/in leak proof containment pans or storage.

**number of power sources is subject to change as we get closer to our event.*

Medical Arrangements

Tough Mudder events attract large numbers of people and are physically challenging by their nature. Tough Mudder maintains an International Safety Committee, which is responsible for assessing risks and establishing mitigation measures at all obstacles on the course. On-site medical care at Tough Mudder events is conducted by Event Medic Services (EMS), who are responsible for recruitment and dispatch of EMTs, paramedics, lifeguards, and other medical professionals involved in the event.

While participants and spectators are on site, a consistent medical presence is maintained. Every Tough Mudder event will include a fully staffed and fully stocked medical tent, which will provide basic lifesaving care. Medical personnel ranging from first responders to paramedics are stationed at various locations around the course. Every event will have five medical rover teams with two EMTs each. These rovers will circulate the course in pre-identified zones to provide emergency care, transport

Tough Mudder Seattle 2024 Event Operations Plan

injured participants, and otherwise monitor the safety of the course. Every rover is equipped with a backboard, stoke basket, and automated external defibrillator.

Tough Mudder will contract with local ambulance providers at each venue to ensure ALS-level coverage for significant injuries or medical emergencies. The ambulance contracts are typically executed about 30 days before the event date. Information about each event's ambulance provider, the event Incident Action Plan, and further details can be provided on request 30 days from the event.

Additional information on Medical Arrangements can be found in the attached OCR Emergency Medical Action Plan.

Incident Management

The following measures have been put in place to ensure that any incident that does occur is quickly identified and responded to in an efficient and effective manner:

- Emergency Action Plans (EAPs) have been developed for a number of specific scenarios, and event team staff have been briefed on how to respond if such incidents occur.
- Key Event Operations Roles have been identified for the event, responsibilities for each role have been clearly defined, and each role will be filled by an experienced Tough Mudder staff member.
- Details of all major incidents will be logged in the ECC by 'Control' or a logger on a real-time basis, ensuring an up-to-date record of what has occurred, actions taken in response, and relevant timings.
- A number of medical staff as well as 2-3 ambulances will be on site throughout the event.
- The local Police and Fire Departments have been informed about the event and appropriate contacts have been identified should additional assistance be required on site.
- Emergency vehicle access points and a helicopter landing area have been identified for the site and included in plans, should these be required.
- Incident Report Forms are available on site and all staff will be instructed to complete these for any incidents they witness/report.
- A Tough Mudder Operations Executive will be on-duty at all times during the event (potentially off-site), and will be available to assist in arranging additional support for and providing guidance to the Event Director if required.

Further details about incident management arrangements will be available in the following documents upon request:

- Emergency Action Plans
 - Death or Serious Injury;
 - Obstacle Failure or Collapse;
 - Major Traffic Incident;
 - Severe Weather;
 - Evacuation;

Tough Mudder Seattle 2024 Event Operations Plan

- Emergency Vehicle Access and Helicopter Landing Area Plan

Parking and Traffic

The means by which participants, spectators and staff travel to and from the venue is a key element of planning for all Tough Mudder events.

A comprehensive Parking and Traffic Plan* has been developed for Tough Mudder Seattle 2024, addressing on-site parking, the flow of vehicles into and out of the venue, required signage and traffic management, contingency plans, and staffing requirements.

The following tables outline key information regarding Tough Mudder Seattle 2024's Parking and Traffic plans:

	Saturday	Sunday
Participant Start Waves	7:45 AM - 2:45 PM 200 every 15 minutes	9:00 AM - 12:00 PM 200 every 15 minutes
Spaces Available	On-Site	On-Site
Ingress Hours	6:30 AM - 2:00 PM 350 cars/hour	8:00 AM - 11:30 AM 330 cars/hour
Egress Hours	11:00 AM - 6:30 PM 350 cars/hour	11:00 AM - 4:30 PM 210 cars/hour
Parking/Traffic Staff	8 staff 4 officers	5 staff 3 officers

**Full Parking and Traffic Plan is available upon request.*

Course

The following table provides a summary of the course for Seattle 2023:

Length	10 Miles / 3 Miles
Obstacles/Features	30/13
Water Stations	6
Terrain	Grass Fields, Wooded Trails, Rolling Hills
Estimated Completion Time	First finisher expected to take 1 hour 45 min Average finisher expected to take 3.5 hours Slowest finisher expected to take up to 6 hours

**For a course map of both distances, see Appendix B.*

Tough Mudder Seattle 2024 Event Operations Plan

Festival Area and Services

The area in which participants start and finish the course is referred to as “Festival Area”. This area is also where a range of services will be available to all patrons throughout the event weekend. The following table provides a summary of the key services being provided:

Check-In	All participants and spectators will enter the Festival Area area through the check-in tent. All patrons must have a paid ticket accompanied by a signed waiver upon entry and will be given a wristband once processed.
Ticket Sales/Information	A Tough Mudder HQ employee and volunteers will staff the “Mudder Services” tent which handles day-of admissions, customer service questions, and lost and found.
Bag Drop	Participants will be able to check their belongings.
Food & Beverage	There will be a variety of food and non-alcoholic beverages for sale to all event attendees. There will also be beer for sale in the beer garden for those 21+.
Merchandise	We will have a tent setup with Tough Mudder apparel for sale.
Giveaways	Upon crossing the finish line, participants will receive giveaways such as product samples, t-shirt, and headband.
Partner Activations	Within the Festival Area, there will be a number of features sponsored by our local and national partners.
Rinse Stations	A rinse area will be available in the Festival Area.
Entertainment	Music will be played throughout the Festival Area via speakers for the duration of the event. There will also be an emcee at the Start Line and Finish Line.

**For a full Festival Area map, see Appendix C.*

Food and Alcohol Services

Tough Mudder Seattle 2024 will have food, non-alcoholic beverages, and beer for sale to all patrons on-site during the event weekend. In addition to purchased items, there will be a number of samples and potable water available for participants on course.

Food Concessionaire	TBC (Various Food Trucks)
Alcohol Concessionaire/Non-Profit Group	Black Diamond PTO
Alcohol Service Hours	Saturday: 9:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM
Product Sampling (Course and Finish Line)	Sponsor Food TBD , Electrolytes, Bananas, Kiwis
Potable Water Locations	6 - Course 3 - Festival Area

Identification Checks: All participants and spectators wishing to enter the event area will be required to show ID at the registration tents prior to entering the Festival Area. They'll be given an identifiable wristband indicating they are over 21, and this wristband will be checked at any point of sale. Roughly 87% of participants are 21+ years of age.

Additional Checkpoints: In the event that a participant wearing a wristband may appear to be under the age of 21, an escort will be provided to allow the participant to retrieve his/her ID from the Bag

Tough Mudder Seattle 2024 Event Operations Plan

Drop tent, and then return if age has been appropriately validated. All bartenders serving beer have the right to question and re-check identification for those who may look to be under age.

Security and Credentials

Tough Mudder will utilize a contracted security company to provide event security for Tough Mudder Seattle 2024. Security staff will be on-site overnight throughout the week leading up to the event and during the event weekend.*

Overnight Security is responsible for protecting assets from theft and managing access into the Festival Area and back of house areas.

During the event, Security will be positioned at the Entrance/Exit point to ensure all patrons have a proper credential and at the Bag Drop tent to ensure there are no problems with theft. There will also be a supervisor on-site to help with any escalated issues.

We will work with the local Police Department to determine additional event security requirements based on venue and permit requirements.

**A full Security and Credential Plan is available upon request.*

Waste Management and Disposal

Tough Mudder is committed to keeping event sites clean at all times. All waste generated by the event will be appropriately stored and removed from the site.

Trash bins and dumpsters will be sourced for placement around the event site. These will be strategically positioned in areas where large amounts of waste are likely to be generated. Contract cleaning staff will be scoped and will be present on site throughout the weekend to perform litter picking and to empty trash bins. Dumpsters will be emptied at the conclusion of the event.

The following is a summary of the Waste Management arrangements for the event*:

Waste Management Staffing Provider	TBD
Waste Management Staff	8 Saturday 6 Sunday
Dumpster Provider	TBD
Dumpsters On-Site	2 - 30 yd. Dumpsters for Festival Area 1 - 30 yd. Dumpster for Field Warehouse 3 - 20 yd. Dumpsters for Course
Portable Toilet Provider	TBD
Portable Toilets On-Site	65 - Festival Area 2 - Field Warehouse 20 - Course

**These numbers/qty's are all subject to change as we get closer to our event date & based on participant numbers*

Tough Mudder Seattle 2024 Event Operations Plan

Logistics

A Logistics Compound and Field Warehouse will be established on site. All equipment and product required for the event will be delivered to the Logistics Compound. Receipt, distribution and recovery of all equipment/product will be managed by a dedicated Logistics Coordinator.

Technology

Laptops will be set-up in the Event Command Center and Event Operations Center for use by Tough Mudder staff. Internet access will be available through Tough Mudder owned technology equipment in order to service our Registration Platform, Active.

Scanners will be used to check in participants and spectators and to assign participant numbers to the runners. This information is available in real time to those in the Event Command Center so information about all participants on course, including Emergency Contact Information, is readily available based on bib number. Staff working at the Mudder Services Tent in the Base Area will also have iPads in order to check in participants and troubleshoot any registration issues.

Tough Mudder Seattle 2024 Event Operations Plan

Appendix A: Parking Map



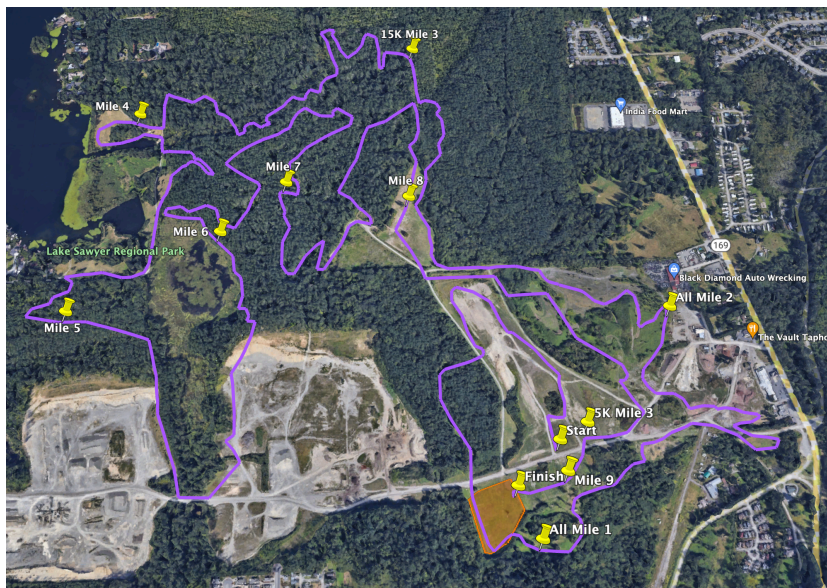
Tough Mudder Seattle 2024 Event Operations Plan

Appendix B: Course Map

3 mile course:



10 mile course:



As of 3-1-24 0900hrs



info@EventMedicsNY.com
800-684-0556



INCIDENT ACTION PLAN 2024



Tough Mudder

Date(s) of race: August 17th & 18th 2024

**Palmer Coking Coal Company
31615 Lake Sawyer Road
Black Diamond WA 98010**

INCLUDED IN THIS DOCUMENT

• Brief Event Description	• Event Medics Response Overview
• Organizational Chart	• Event Medical Patient Care Reports
• Key Contacts	• Covid-19 Mitigations
• ICS FORM 210	• Weather
• ICS FORM 202	• Directions to the Nearest hospital
• ICS FORM 204	• Course Map
• ICS FORM 205	
• ICS FORM 206	
• ICS FORM 215A	

BRIEF EVENT DESCRIPTION

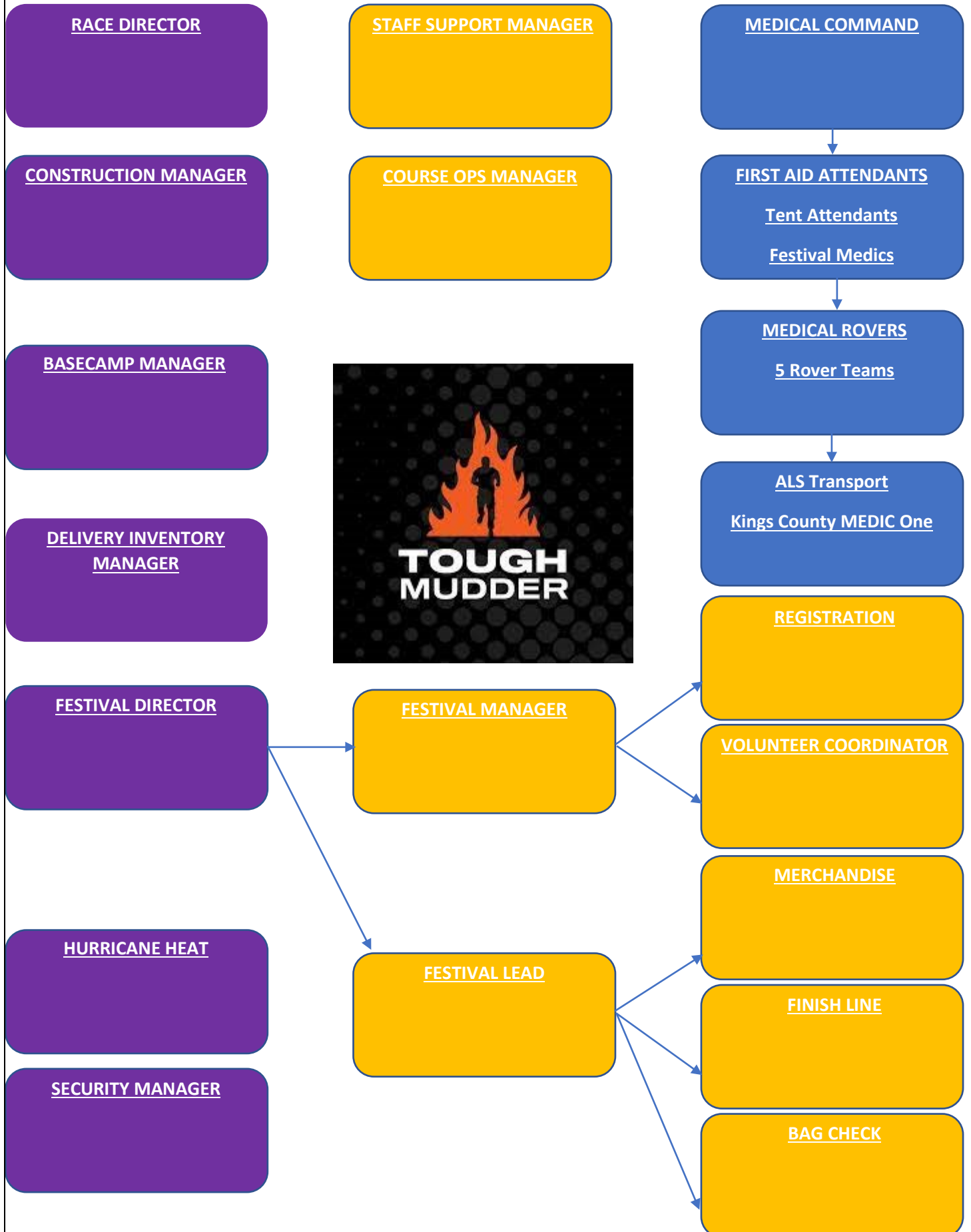
- A. Tough Mudder is a running/obstacle course endurance event that will take place during the following dates:
 - I. 15k Course, Maximum 10 miles long on Saturday and Sunday (8-17&18-24)

- B. The event uses a well-marked route, with a designated start and finish. There are approximately:
 - i. 30 obstacles for the 15k Course

- C. Individuals and teams will start on a staggered basis throughout the day (waves of 250 maximum, every 15 minutes, beginning at 0800 on Saturday and 0800 on Sunday).

- D. This event is an endurance event and the risks and safety issues may include:
 - i. Medical issues associated with endurance events such as dehydration, illness, hypothermia, disorientation, or insufficient nutrition.
 - ii. Overuse injuries such as blisters, muscle cramps, shin splints, stress fractures.
 - iii. Traumatic and/or orthopedic injuries resulting from a fall or collision.
 - iv. Medical conditions which may be triggered by physical stress or exertion in a high-altitude mountain environment and/or extreme variations in temperatures.

ORGANIZATION CHART



KEY CONTACTS

NAME	POSITION	PHONE	EMAIL
Josh Viegant	Medical Project Manager		josh@eventmedics.com

All Event Medic Services personnel will be under the supervision of Event Medics, reporting directly to Josh Viegant .

INCIDENT BRIEFING (ICS 201)

1. INCIDENT NAME: Tough Mudder Seattle WA	2. INCIDENT NUMBER: TM-Seattle 8-18-2024	3. DATE/TIME INITIATED: DATE: 08-16-2024 TIME: 0900
---	--	---

INCIDENT BRIEFING ICS201 hereby provided as pertains to Medical Operations.

- Friday, - Medical Facility to be erected, organized and all supplies accounted for. Course review/Operational Meeting conducted by Event Staff and Medical Command. On course review will be conducted by Medical Command and Roving Medical unit operators and will survey all obstacles, trails and event boundaries.
- Saturday & Sunday - Medical Briefing of all medical will commence ½ hours before start time. ALS (if scheduled to be on site during event) to attend this briefing. All medical/water rescue staff to be at their assigned posts 15 minutes prior to event start time.
- Saturday August 17th 2024 - Medical operational period begins at 0630hrs.**
- Sunday August 18th 2024 - Medical operational period begins at 0630hrs.**
- Saturday & Sunday -Medical personnel will survey all obstacles and the designated trails leading to all obstacles when the event concludes to assure that there are no unidentified participants injured within this area. Medical operational period concludes at 2100hrs.
- Saturday & Sunday ALS units (if on site) will be released from their assignment after Medical personnel have completed course survey at conclusion of event.
- Saturday & Sunday -At conclusion of operational period, all medical personnel will be debriefed, medical incident reports safeguarded and recorded

4. SITUATION SUMMARY AND HEALTH AND SAFETY BRIEFING (for briefings or transfer of command): Recognize potential incident Health and Safety Hazards and develop necessary measures (remove hazard, provide personal protective equipment, warn people of the hazard) to protect responders from those hazards.

- Medical personnel on site to provide First Aid to all persons within the event boundaries. Persons requiring more advanced care will be transferred to local ALS unit having jurisdiction via 911 system (or on site standing by)
- - MCI or other patient load concerns to be relayed immediately to local 911 system.
- Active shooter, terrorism, suspicious activities etc. to be reported immediately to Event Command and local 911. If safe to do so, all medical personnel on site will report to Medical Command location and await orders. If not safe to do so, medical personnel will report to main entrance and await instructions. Medical personnel will not interfere with criminal activities.
- Any unsafe situation will be reported to Event Command. Unaccompanied injured minors will be treated and released to Event Security or PD.

PREPARED BY: NAME: <u>Ian Starkey</u> POSITION/ TITLE: <u>Event Medic Services, Tough Mudder Project Manager</u> SIGNATURE: _____	
ICS 201, PAGE 1	DATE/TIME: _____

INCIDENT BRIEFING (ICS 201)

1. INCIDENT NAME: Tough Mudder Seattle WA	2. INCIDENT NUMBER: TM-Seattle 8-18-24	3. DATE/TIME INITIATED: DATE: 08-16-24 TIME: 0900
4. CURRENT AND PLANNED OBJECTIVES: 1. Provide land-based EMS support to the existing EMS personnel staffed at the Main Medical Tent, and rovers during the race event on August 17 th and 18 th 2024 at Palmer Coking and Coal. 2. Provide primary EMS service to anyone being transported to the triage area at Main Medical Tent or Remote Medical Tent. 3. Provide additional EMS service to anyone requiring assistance on the racecourse or spectator areas or parking lot.		
5. CURRENT AND PLANNED ACTIONS, STRATEGIES AND TACTICS:		
TIME:	ACTIONS:	
0630hrs	ARRIVAL OF MEDICAL TEAM STAFF TO MAIN MEDICAL TENT	
0630hrs	COMMENCEMENT OF BRIEFING TO ALL MEDICAL AND WATER RESCUE PERSONNEL	
0730hrs	ARRIVAL OF EMS UNITS	
0730hrs	ALL MEDICAL ROVERS TO BE ON RACECOURSE	
0730hrs	ALL FESTIVAL MEDICS TO BE IN FESTIVAL AREA	
0745hrs	RADIO COMMUNICATIONS CHECK FOR ALL STAFF AND CHANNELS	
0800hrs	EVENT BEGINS	
2100hrs	EVENT ENDS	
6. PREPARED BY: NAME: <u>Ian Starkey</u> POSITION/ TITLE: <u>Event Medics Services, Tough Mudder Project Manager</u> SIGNATURE: _____		
ICS 201, PAGE 2		DATE/TIME: _____

INCIDENT OBJECTIVE (ICS 202)

1. INCIDENT NAME: Tough Mudder Seattle WA	2. OPERATIONAL PERIOD: Date From: 8-16-24 Time From: 0700	Date To: 8-18-24 Time To: 2100									
3. OBJECTIVE(S): 1) CONDUCT AN OBSTACLE COURSE ENDURANCE EVENT AT PALMER COKING AND COAL, LENGTH OF APPROX 10 MILES (15k) 2) CONDUCT EVENT ACCORDING TO PRE ESTABLISHED TIMELINES 3) ADHERE TO RECOGNIZED SAFETY GUIDELINES 4) PROVIDE FIRST AID ASSISTANCE TO ALL PERSONS WITHIN THE EVENT BOUNDARIES											
4. OPERATIONAL PERIOD COMMAND EMPHASIS: 0700 hrs, Friday August 16 th 2024— 2100 hours, Sunday August 18 th 2024.											
GENERAL SITUATIONAL AWARENESS ALL STAFF, VOLUNTEERS AND EVENT MANAGEMENT ARE TO REPORT ALL INJURIES TO THE EVENT MEDICAL COMMAND IMMEDIATELY. ALL PARTIES ARE TO BE NOTIFIED OF ANY DANGEROUS BEHAVIOR OR CONDITIONS PRESENT DURING THE EVENT.											
5. SITE SAFETY PLAN REQUIRED? YES ☐ NO ☒ APPROVED SITE SAFETY PLAN(S) LOCATED AT:											
6. INCIDENT ACTION PLAN (the items checked below are included in this Incident Action Plan ☒ if attached) <table><tr><td>☒ ICS 202</td><td>☒ ICS 206</td><td>☒ CONTACT LIST</td></tr><tr><td>☒ ICS 204</td><td>☒ MAP/ CHART</td><td>☒ ORGANIZATIONAL CHART</td></tr><tr><td>☒ ICS 205</td><td>☒ WEATHER FORECAST/ TIDES/ CURRENTS</td><td>☐</td></tr></table>			☒ ICS 202	☒ ICS 206	☒ CONTACT LIST	☒ ICS 204	☒ MAP/ CHART	☒ ORGANIZATIONAL CHART	☒ ICS 205	☒ WEATHER FORECAST/ TIDES/ CURRENTS	☐
☒ ICS 202	☒ ICS 206	☒ CONTACT LIST									
☒ ICS 204	☒ MAP/ CHART	☒ ORGANIZATIONAL CHART									
☒ ICS 205	☒ WEATHER FORECAST/ TIDES/ CURRENTS	☐									
7. PREPARED BY: NAME: <u>Ian Starkey</u> POSITION/ TITLE: <u>PROJECT MANAGER</u> SIGNATURE: _____											
8. APPROVED BY INCIDENT COMMANDER: NAME: <u>Ian Starkey</u> SIGNATURE: _____											
ICS 202	IAP PAGE <u>8</u>	DATE/TIME: _____									

ASSIGNMENT LIST (ICS 204)

1. INCIDENT NAME: Tough Mudder Seattle WA		2. OPERATIONAL PERIOD: Date From: 8-16-24 Date To: 8-18-24 Time From: 0700 Time To: 2100		3. BRANCH: DIVISION: GROUP: STAGING AREA:	
4. OPERATIONS PERSONNEL: RACE DIRECTOR: MEDICAL COMMAND: Josh Viegant BUILD DIRECTOR:					
8. RESOURCES ASSIGNED:			# OF PERSONS	CONTACT (e.g., phone, pager, radio, frequency, etc.)	Reporting Locations, Special Equipment and Supplies, Remarks, Notes, Information
RESOURCE IDENTIFIER	LEADER				
RACE DIRECTOR		1	REPEATER 1	FESTIVAL/ COURSE	
COURSE MANAGER		7	REPEATER 1	COURSE	
MEDICAL COMMAND	Josh Viegant	20	REPEATER 2	FESTIVAL/ COURSE	
FESTIVAL MANAGER		7	OPEN 5	FESTIVAL	
6. WORK ASSIGNMENTS: - ALL event staff will fall under RACE DIRECTOR (Fire, medical, water rescue, police)					
7. SPECIAL INSTRUCTIONS: NONE					
8. COMMUNICATIONS: Spartan Radio Channels - Festival- OPEN 5 - Course- REPEATER 1 - Medical- REPEATER 2 - Open- OPEN 7-8 - Medical Back up- OPEN 6 EMS Communications Spartan Radio with Identified Medical Channel					
8. PREPARED BY: NAME: <u>Ian Starkey</u> POSITION/ TITLE: <u>PROJECT MANAGER</u> SIGNATURE: _____					
ICS 204	IAP PAGE <u> 9 </u>	DATE/TIME: _____			

INCIDENT RADIO COMMUNICATIONS PLAN (ICS 205)

1. INCIDENT NAME: Tough Mudder Seattle WA		2. DATE/TIME PREPARED: Date 5-1-24 Time: 0900		3. OPERATIONAL PERIOD: Date From: 8-16-24 Date To: 8-18-24 Time From: 0700 Time To: 2100	
4. BASIC RADIO CHANNEL USE:					
CHANNEL #	FUNCTION	CHANNEL NAME	ASSIGNMENT	MODE	REMARKS
REPEATER 1	COURSE	RPT 1	COURSE STAFF	DIGITAL	
REPEATER 2	PRIMARY MEDICAL	RPT 2	MEDICAL STAFF	DIGITAL	
REPEATER 3	OPEN	RPT 3	ALL	DIGITAL	
OPEN 5	FESTIVAL	OPEN 5	FESTIVAL STAFF	ANALOG	
OPEN 6	MEDICAL BACKUP	OPEN 6	MEDICAL STAFF	ANALOG	
OPEN 7	OPEN	OPEN 7	ALL	ANALOG	
OPEN 8	OPEN	OPEN 8	ALL	ANALOG	
5. SPECIAL INSTRUCTIONS: Radio Communications will use standard language. No discussion of injuries will happen on open channels. ALS on site will be provided event radios.					
6. PREPARED BY (COMMUNICATIONS LEADER): NAME: <u>Ian Starkey</u> SIGNATURE: _____					
ICS 204	IAP PAGE _10_	DATE/TIME: _____			

MEDICAL PLAN (ICS 206)

1. INCIDENT NAME: Tough Mudder Seattle WA		2. OPERATIONAL PERIOD: Date From: 8-16-24 Time From: 0700		Date To: 8-18-24 Time To: 2100			
3. MEDICAL AID STATIONS:							
NAME	LOCATION	CONTACT NUMBER(S)/ FREQUENCY	PARAMEDICS ON SITE?				
BASE FIRST AID (MAIN MEDICAL)	FESTIVAL AREA	REPEATER 2	☒ YES ☐ NO				
ROVER 1	ZONE 1	REPEATER 2	☒ YES ☐ NO				
ROVER 2	ZONE 2	REPEATER 2	☒ YES ☐ NO				
ROVER 3	ZONE 3	REPEATER 2	☒ YES ☐ NO				
ROVER 4	ZONE 4	REPEATER 2	☒ YES ☐ NO				
ROVER 5	ZONE 5	REPEATER 2	☒ YES ☐ NO				
ROVER 6	ZONE 6	REPEATER 2	☒ YES ☐ NO				
4. TRANSPORTATION (indicate air or ground):							
AMBULANCE SERVICE	LOCATION	CONTACT NUMBER/ FREQUENCY	LEVEL OF SERVICE				
Kings County MEDIC one	MAIN MEDICAL		☒ ALS ☐ BLS				
5. HOSPITALS:							
HOSPITALNAME	ADDRESS	CONTACT NUMBER	TRAVEL TIME		TRAUMA CENTER	BURN CENTER	HELIPAD
			A I R	GROUND			
St Elizabeth Hospital	1455 Battersby Ave			8.2 Miles 13 minutes	☒ YES ☐ NO	☐ YES ☒ NO	☒ YES ☐ NO
6. SPECIAL MEDICAL EMERGENCY PROCEDURES: ALL REQUESTS FOR MEDICAL ASSISTANCE WILL BE PROVIDED TO MEDICAL COMMAND AND PATIENTS WILL BE TREATED AT THE ADVANCED FIRST AID LEVEL. PATIENTS WILL BE TRANSFERRED TO ALS HAVING JURISDICTION AND ON SITE IF ADVANCED PATIENT CARE IS REQUIRED. ☐ Check box if aviation assets are utilized for rescue. If assets are used, coordinate with Air Operations.							
7. PREPARED BY (MEDICAL UNIT LEADER): NAME: <u>Ian Starkey</u> SIGNATURE: _____							
8. APPROVED BY (SAFETY OFFICER): NAME: _____ SIGNATURE: _____							
ICS 206	IAP PAGE _11_	DATE/TIME: _____					

INCIDENT ACTION PLAN SAFETY ANALYSIS (ICS 215A)

1. INCIDENT NAME: Tough Mudder Seattle WA		2. INCIDENT NUMBER: TM- Seattle 8-18-24	
3. DATE/TIME PREPARED: Date 5-1-24 Time: 0900		7. 8-18-24 Time From: 0700 Time To: 2100	
4. INCIDENT AREA	6. HAZARDS/ RISKS	7. MITIGATIONS	
FESTIVAL	Choking, trip & fall, post event illness/ injuries	1 medic to be stationed within proximate area of festival	
OBSTACLES COURSE FIELD	Injuries and illness' consistent with high impact activities	Roving medical unit to patrol areas. Event staff to monitor area and report medical incidents to Medical Command	
PARTICIPANT PARKING LOT	Injuries and illnesses consistent with post event activities. Motor Vehicle/ pedestrian accidents.	Event staff to monitor area and report medical incidents to Medical Command	
WATER OBSTACLES	Injuries and illness' consistent with high impact activities and water related injuries	Roving medical unit to patrol areas. Event staff to monitor area and report medical incidents to Medical Command. Lifeguards to be positioned at each water obstacle	
COMMON AREA WITHIN EVENT BOUNDARIES	Injuries and illness' consistent with high impact activities and or non-related injuries/ illness'	Event staff to monitor area and report medical incidents to Medical Command	
8. PREPARED BY (SAFETY OFFICER): NAME: <u>Ian Starkey</u> SIGNATURE: _____			
8. PREPARED BY (OPERATIONS SECTION CHIEF): NAME: <u>Ian Starkey</u> SIGNATURE: _____			
ICS 215A		DATE/TIME: _____	

EVENT MEDICS RESPONSE OVERVIEW

Medical and water rescue response (if required) will be administered by Event Medic Services.

Event Medics' Response Team Structure

- The Event Medics team will consist of the following members.
 - **SATURDAY**
 - 1 project manager
 - 1 Data entry staff
 - 4 Course Rover First Aid Attendants
 - 6 Lifeguards for Water Obstacles
 - 10 first aid attendants + 2 contracted ALS units
 - **SUNDAY**
 - 1 project manager
 - 1 Data entry staff
 - 4 Course Rover First Aid Attendants
 - 6 Lifeguards for Water Obstacles
 - 10 first aid attendants + 2 contracted ALS units
- Project Manager will be responsible for team assignments, team leader oversight, data management and general leadership.
- Rovers will patrol their assigned zones continuously on UTV's or ATV's to identify any injuries and provide transport to Base First Aid as needed. They will also ensure proper record keeping and supply levels.
- Base Medical Tent will have sufficient first aid attendants
- Any water obstacles will have lifeguards with rescue equipment
- Any electrical obstacles will have medics with AEDs
- On course vehicle response includes four (4) 4x4 UTVs with 2 Event MedicFirst Aid Attendants

Cold Weather Contingency Plan

Event Medics and Tough Mudder recognize the potential danger of operating in cold weather temperatures. We have implemented proactive and reactive plans to mitigate this risk.

Proactive:

- 5 (10k/15k) water stations have been placed on the course, offering a source of hydration.
- Roving UTVs will patrol the course, manned by EMTs. They will also be monitoring participants closely for signs of cold related illness and injury.
- An announcement will be made to the participants prior to start, explaining the signs and symptoms of cold related illness, giving the participants the ability to recognize hypothermia. Participants will also be asked to immediately change into dry clothes and seek warm shelter.
- We will use the following thresholds as a guideline to be used along with other local factors as to when to disrupt the event:
 1. More than 5 severe hypothermia transports to the hospital.
 2. More than 10 hypothermia incidents within one hour. Event Medics will contact Spartan to discuss re-route options.
 3. More than 20 hypothermia incidents within one hour, re-route option is activated.
 4. Cold weather warning or Freeze warning issued by Local County.
 5. Inadequate medical resources available to provide cold weather medical support.
 6. Recommendation by local authorities, office of emergency management, or other prominent governing body to discontinue event.
- The main medical tent will be heated, with the use of changing tents as a secondary warming tent.
- Ponchos will be used for initial hypothermia; Mylar blankets will be used for severe cases of hypothermia.

Heat Contingency Plan

Event Medics and Tough Mudder recognize the potential danger of operating in temperatures exceeding 90f. We have implemented proactive and reactive plans to mitigate this risk.

Proactive:

- 5 (10k/15k) water stations have been placed on the course, offering a source of hydration.
- Water obstacles/ pits will be active on course to help cool participants throughout the course of the day.
- Roving UTVs outfitted with water jugs will patrol the course, manned by EMTs. They will be offering hydration and aid to participants course wide. They will also be monitoring participants closely for signs of heat related illness.
- An email will be sent out to all participants prior to the event requesting that they wear t-shirts throughout the day. This will serve 2 functions, keeping direct sunlight off the participants' skin and retaining water to provide cooling between water features.
- An announcement will be made to the participants prior to start, explaining the signs and symptoms of heat related illness, giving the participants the ability to recognize heat exhaustion, stress, and stroke.
- We will use the following thresholds as a guideline to be used along with other local factors as to when to disrupt the event:
 1. More than 4 heat related transports to the hospital.
 2. More than 20 heat related incidents within one hour.
 3. Heat Advisory issued by Local County.
 4. Heat Index over 100F
 5. Inadequate medical resources available to provide heat related medical support.
 6. Recommendation by local authorities, office of emergency management, or other prominent governing body to discontinue event.

Reactive:

- The main medical tent will add an additional shaded area for treatment of heat related illness.
- Large coolers filled with ice water will be used to chill hundreds of small towels that will be used for cold therapy.
- The local ALS ambulance provider may supply higher than normal volumes of IV fluid.

4. Lightning Contingency Plan

- Spartan and medical project managers will monitor local forecasts for the approach of any severe lightning storms.
- When severe lightning is noted, a lightning warning will be issued by Spartan over the Festival/ Course radio channel.
- Once received by dispatch, the lightning warning will be issued through the Medical radio channel.
- Injured race participants or spectators will be transported to the pre-determined structures in an orderly manner by Event Medic staff.
- Uninjured race participants or spectators will be asked to walk towards the pre-determined structures in an orderly manner by Spartan staff/volunteers.
- Participants or spectators in the festival area will be directed to seek shelter by Spartan employees or the security team.
- If lightning activity is noted within a ten (10) mile radius of the venue.

SPARTAN RACE REPORTING

EVENT MEDICS PARTICIPANT DATA REPORTS

It is extremely important to take detailed reports of injuries, so there is an accurate medical record of injuries that occurred during the event. Spartan will not require these reports, only generic summaries of these reports at the end of each event day. ALS reports will be sent to appropriate Spartan Staff no later than 5 days after the race event.

An accurate medical report should include relevant participant contact information, including bib number, detailed description of injury, and treatment given and/or prescribed. Be sure to include the medical responder's name in this report.

The reports needed after the end of each day are:

1. Breakdown of injury by category and the number of participants that sustained this injury (i.e. sprained ankle, 21, sore knee, 32, abrasion, 11 etc.)
2. Location of injury/trends, for instance if twisted ankles are occurring at a similar place all day or at a certain obstacle.
3. In the event of serious injury or transport, detailed report of injury and how it occurred.

EVENT MEDICS REPORTING POLICY

- A. All contact with participants that requires treatment beyond handing out supplies will be recorded on forms specifically crafted for this event. They will record time, bib number, name, station number, location or obstacle, type and location of injury, treatment given, and disposition of participant.
- B. Any participants requiring ALS attention or transport will require the Transport Incident Report be filled out.

EVENT MEDICS INCIDENT REPORT



Incident #
(if applicable)

Patient First Name	Last Name	Time	Date
Address		City	State
Phone	Age	Patient I.D. # (if applicable)	Job Title (if applicable)
Project/ Event Name	Specific Incident Location	Medic Name	

CARE IN PROGRESS ON ARRIVAL: ☐ None ☐ Bystander ☐ Other First Responder Witness Name: _____
 MECHANISM OF INJURY: ☐ Electrical ☐ Fall from: _____ Ft. ☐ Struck By: _____ ☐ Environmental ☐ Other: _____
 CHIEF COMPLAINT: _____
 ASSESSMENT: _____

PRESENTING PROBLEM			PAST MEDICAL HISTORY
☐ Abrasion ☐ Airway Obstruction ☐ Allergic Reaction ☐ Amputation ☐ Behavioral Disorder ☐ Bleeding/Hemorrhage ☐ Blister ☐ Blunt Trauma ☐ Breathing ☐ Bruised ☐ Burn ☐ Cardiac Arrest ☐ Cardiac Related Potential	☐ Cold Related ☐ Cramps ☐ Dehydration ☐ Diabetic Related Potential ☐ Drowning ☐ Environmental ☐ Foreign Body ☐ Fracture/Dislocation ☐ Gastrointestinal Distress ☐ General Illness Malaise ☐ Hazardous Materials ☐ Head Injury ☐ Headache	☐ Heat Related ☐ Laceration ☐ Major Trauma ☐ Nausea ☐ OB/GYN ☐ Obvious Death ☐ Penetrating Trauma ☐ Poisoning Accidental ☐ Pre-Existing ☐ Respiratory Arrest ☐ Seizure ☐ Shock ☐ Spinal Injury	☐ Sprain/Strain ☐ Sting/Bite ☐ Stroke ☐ Substance Abuse Potential ☐ Syncope ☐ Unconscious Unresp. ☐ None ☐ Allergy To ☐ Hypertension ☐ Stroke ☐ Seizures ☐ Diabetes ☐ COPD ☐ Cardiac ☐ Asthma ☐ Other
Current Medications or Other History: _____ _____ _____			

Region: _____

☐ Abdomen	☐ Buttock	☐ Ear	☐ Face	☐ Foot	☐ Groin	☐ Head	☐ Internal	☐ Lower Leg	☐ Neck	☐ Rib	☐ Stomach	☐ Toe
☐ Ankle	☐ Calf	☐ Elbow	☐ Finger	☐ Forearm	☐ Hand	☐ Hip	☐ Knee	☐ Mouth	☐ Nose	☐ Shoulder	☐ Thigh	☐ Upper Arm
☐ Back	☐ Chest	☐ Eye	☐ Finger	☐ Forearm	☐ Hand	☐ Hip	☐ Knee	☐ Mouth	☐ Nose	☐ Shoulder	☐ Thigh	☐ Wrist

	TIME	RESP	PULSE	B.P.	LEVEL OF CONSCIOUSNESS	GCS	PUPILS	SKIN
V		Rate	Rate		☐ Alert ☐ Voice ☐ Pain ☐ Unresp.		☐ Normal ☐ Dilated ☐ Constricted ☐ Sluggish ☐ No Reaction	☐ Unremarkable ☐ Cool ☐ Warm ☐ Moist ☐ Dry
I		☐ Regular ☐ Shallow ☐ Labored	☐ Regular ☐ Irregular					☐ Pale ☐ Cyanotic ☐ Flushed ☐ Jaundice
T		Rate	Rate		☐ Alert ☐ Voice ☐ Pain ☐ Unresp.		☐ Normal ☐ Dilated ☐ Constricted ☐ Sluggish ☐ No Reaction	☐ Unremarkable ☐ Cool ☐ Warm ☐ Moist ☐ Dry
S		☐ Regular ☐ Shallow ☐ Labored	☐ Regular ☐ Irregular					☐ Pale ☐ Cyanotic ☐ Flushed ☐ Jaundice
I								
N								
S								

Treatment

☐ Care Transferred to Ambulance Time: _____ ☐ Pt. Walked/ Transported to HCF

☐ Artificial Ventilation Method: _____

☐ Oxygen Administered: @ _____ L.P.M. Method: _____

☐ C.P.R. In Progress on Arrival by: ☐ Citizen ☐ PD/FD Other First Responder ☐ Other

☐ C.P.R. Start Time: _____ Time of Arrest Until C.P.R.: _____ Minutes

☐ Defibrillation/Cardioversion: No. Times _____

☐ Pt Hydrated: w/ _____ Ounces of _____

☐ Medication Self-Administered: _____

☐ Heat or Cold Applied _____

☐ Airway Cleared ☐ Suction Used

☐ Flushed ☐ Removed Foreign Body

☐ Spinal Immobilization Neck and Back

☐ Bleeding Hemorrhage Controlled

Method Used: _____

☐ Injury Immobilized

Method Used: _____

☐ Other: _____

Disposition: ☐ Ambulance ☐ Urgent Care ☐ Removed from Activity ☐ Returned to Activity ☐ Released Disposition Time: _____

Comments: _____

Refused Medical Attention

I hereby refuse further treatment/transport to a hospital and I acknowledge that such treatment/transportation was advised by the medical crew attending to me. I hereby release such persons from liability for respecting and following my expressed wishes. I have been advised and I am aware the consequences to my health if I refuse further treatment or transport to a hospital.

Patient Signature _____ Date _____ Witness Signature _____

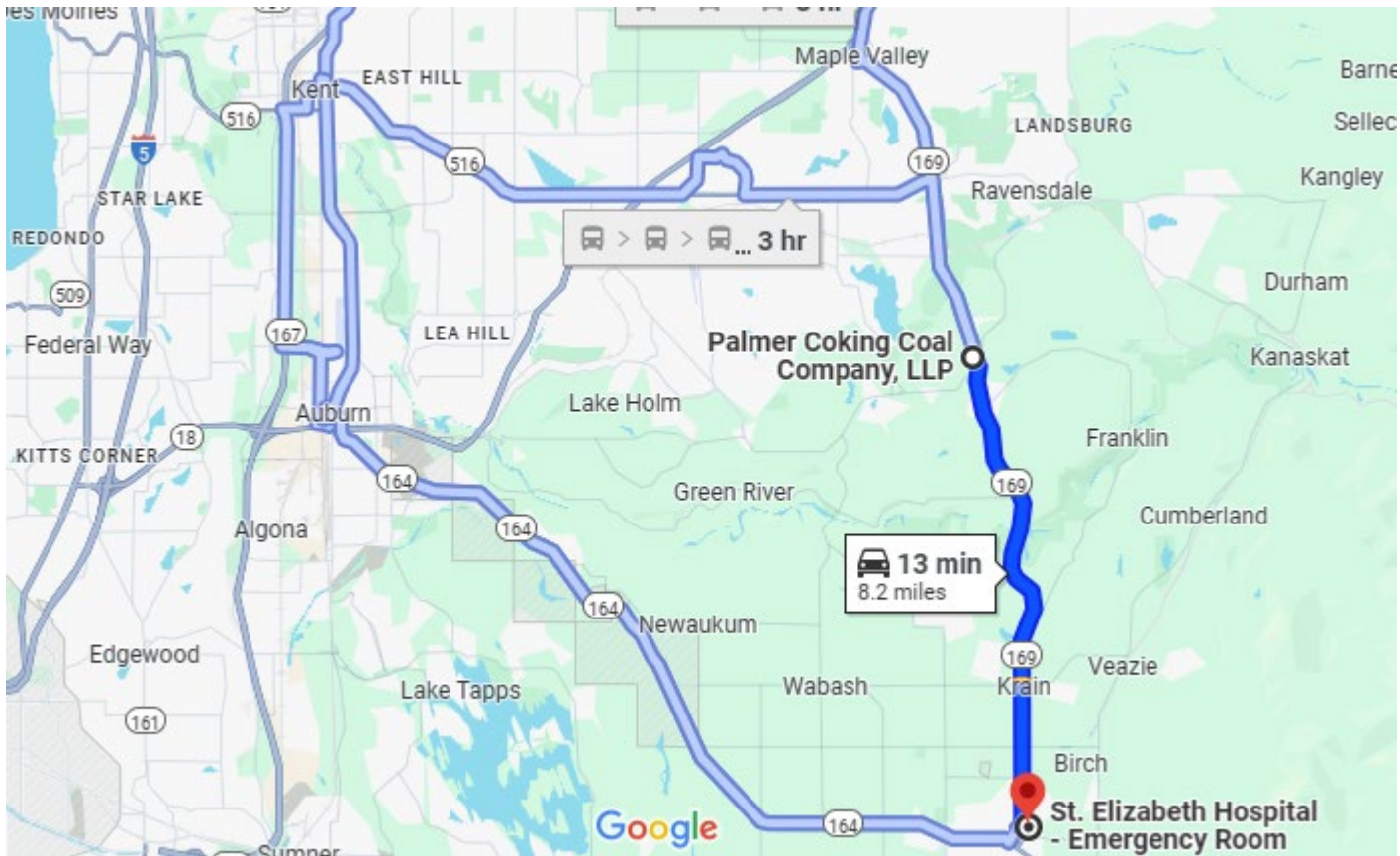
WEATHER

***** PLEASE NOTE WEATHER WILL BE UPDATED THE WEEKEND
OF THE EVENT*****

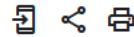
Saturday

Sunday

NEAREST HOSPITAL



13 min (8.2 miles)



via WA-169 S
Fastest route, the usual traffic

Palmer Coking Coal Company, LLP
31407 WA-169, Black Diamond, WA 98010

- ↑ Head east on Summit Dr
118 ft
- ➔ Turn right at the 1st cross street onto WA-169 S
8.1 mi
- ↶ Turn left onto Battersby Ave
299 ft
- ↶ Turn left onto Cinkovich St
56 ft
- ➔ Turn right
112 ft

St. Elizabeth Hospital - Emergency Room
1455 Battersby Ave First Floor, Enumclaw, WA 98022

SERVICE AGREEMENT REQUEST FORM



CITY OF BLACK DIAMOND

Community Development Dept.

24301 Roberts Drive / PO Box 599
Black Diamond, WA 98010
(360) 851-4447

REQUEST INFORMATION

City Assistance Required From: ☒ Police Department ☐ Fire Department ☐ Public Works Department

Organization/ Person Requesting Assistance: OCR US Holdings, LLC / Mallary Weinsz

Phone: (614)582-8393

Email: mallary.weinsz@spartan.com

Event Location: Palmer Coking Coal Company Date(s)/Time(s): 08/17/24 - 08/18/24 / 6:30am - 4:00pm

Please describe the event: An obstacle course / mud run endurance event

Contractor requests the services of a commissioned police officer who will be dedicated to performing the following services (check box that applies):

☒ Flagging/Traffic Control ☐ Security for Entertainment Venue or Event ☐ Security for Retail Establishment

☐ Guarding of Property, Buildings, Possessions, or Equipment ☐ Other (please describe):

SIGNATURES

The City of Black Diamond agrees to provide these services on the requested date(s). The City of Black Diamond will bill for all services on an hourly basis per the adopted fee schedule. There shall be a three (3) hour minimum payment for police services. Cancellation, alteration, or rescheduling of police officer services by the contractor for a specific date must be made at least 10 hours prior to the scheduled start time for that date. If contractor fails to provide ten (10) hours advance notice from the scheduled start time, contractor will be billed for a minimum payment of (3) hours per officer scheduled for that date. Cancellation, alteration, or rescheduling notification can be made by phone or email.

The City of Black Diamond may subcontract to other outside police agencies in the event they are unable to provide staffing. The hourly rate would be the same, per the adopted fee schedule.

City Staff Signature: [Signature]

Date: 4/25/24

Title: Chief of Police

OCR US Holdings, LLC

agrees to pay for the services the City of Black Diamond is providing.

Requester's Name:

Giles Charter

Signature: _____

Chief Operating Officer

Date: April 26, 2024 11:29 ET

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution approving the Ten Trails BBQ & Brewfest Special Event Permit SEP24-0011	Agenda Date: July 11, 2024	AB24-049
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	X
	Finance – Xavier Mason	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact: None	Public Works – Scott Hanis	
Fund Source: Ten Trails MPD	Court – Tawnya Parks	
Timeline: July 20-21, 2024		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution, Application, Event Map		
SUMMARY STATEMENT: The Ten Trails event is a BBQ & Brewfest that takes place at the Ten Trails Master Planned Development in the Village Green/Civic Park. This is a 2-day event scheduled this year for July 20 th and 21 st from 11 am to 5 pm. This will be the first year for this 2-day event and is open to the community and public. Black Diamond Municipal Code (BDMC 2.59.040) requires City Council approval for events lasting more than one day. This Special Event permit, SEP24-0011, was reviewed by all relevant departments who submitted comments and conditions for organizers to comply with. Additionally, the applicant will meet all criteria for issuance of a Special Events Permit, including prepayment of a deposit to cover the cost of public services needed for this event. If approved with conditions, the reviewers find no basis to deny this permit. Therefore, the Community Development Director is recommending approval of the Special Events Permit, SEP24-0011, with conditions along with any additional items the Council deems appropriate. FISCAL NOTE (Finance Department): All City supplied services for this event will be reimbursed to the city based on the current rates for services provided.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Council Committee reviewed June 20, 2024 and recommended approval on Consent Agenda		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 24-1630, authorizing the Mayor to execute the approval of SEP24-0011 for Ten Trails MPD special event.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
July 11, 2024		

RESOLUTION NO. 24-1630

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE CITY COUNCIL TO APPROVE TEN
TRAILS BBQ & BREWFEST SPECIAL EVENT SEP24-0011**

WHEREAS, Ten Trails MPD has proposed a two-day event to occur within the Master Planned Development of Ten Trails on July 20-21, 2024; and

WHEREAS, the Ten Trails event will be held in Village Green/Civic Park between the hours of 11am to 5pm on Saturday, July 20th and 1-4pm on Sunday, July 21st; and

WHEREAS, the two day event is a BBQ and Brewfest, with local crafts and artisans, and held in Ten Trails MPD and open to the community and public; and

WHEREAS, Black Diamond Municipal Code 2.59.040(B) requires the City Council to approve any special event that exceeds one day in duration; and

WHEREAS, City staff has reviewed the proposed activity and recommends it be approved as conditioned;

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

Section 1. The Mayor is hereby authorized to execute the approval of Special Event Permit SEP24-0011 for the Ten Trails BBQ & Brewfest two-day event to be held on July 20-21, 2024.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 11TH DAY OF JULY 2024.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

SPECIAL EVENT APPLICATION FORM



CITY OF BLACK DIAMOND

Community Development Dept.

24301 Roberts Drive / PO Box 599
Black Diamond, WA 98010
(360) 851-4447

EVENT INFORMATION

Event Name: Tough Mudder Seattle 2024

Event Location: Palmer Coking Coal Company

(If structures will be erected and/or street ROW used, please attach 3 drawings noting locations and dimensions)

Event Type: ☐ Exhibition ☐ Protest ☐ Run/ Walk ☐ Dance ☐ Festival ☐ Concert ☐ Party
(Check all that apply) ☐ Wedding ☐ Drama ☐ Parade ☒ Other: Obstacle Course/ Mud Run Endurance Event

Date of Event: 08/17/24 - 08/18/24 Hours: 5:00am - 7:00pm

Purpose of Event: Obstacle Course / Mud Run Endurance Event

Estimate Attendance: Participants: 4,249 Spectators: 1,229 Volunteers/ Personnel: 200

City Business License #: 604787964 *(participating commercial vendors will also require a City license)*

Parking Plans: See attached parking plan

(Please provide a drawing unless you are using an existing parking lot with sufficient stalls.)

Facilities to be Used: ☒ City Park ☐ Lake Sawyer ☐ Sidewalk ☐ Street ☒ Private Property
(If using private property, you must provide proof that you have permission unless you are the owner.)

City Assistance Required: ☒ Police ☐ Fire ☒ Public Works ☐ Other: _____
(Police and Fire services require a written service agreement that must be submitted with the event application.)

Insurance Company: Lockton Companies

(Proof of insurance required naming City of Black Diamond as co-insured if event is taking place on City property)

Food to be served: ☐ Yes ☐ No If yes, provide copy of Health Dept. approval/ license.

Sound System: ☐ Yes ☐ No

(If liquor and music are provided a Cabaret license may be required.)

Sanitation Plans (Sani-cans, hand washing stations, etc.): waste management staff to maintain venue during event.

Products or services to be sold: ☐ Yes ☐ No If yes, what? Merchandise, Food & Beverages

Admission Fee: ☐ Yes ☐ No If yes, how much? \$114 - \$129

Has the event been previously produced? ☐ Yes ☒ No Previous Date: 09/23/23-09/24/23 & 09/24/22-09/25/22



Special Event Application

Any changes from previous event? ☐ Yes ☐ No If yes, list changes: _____

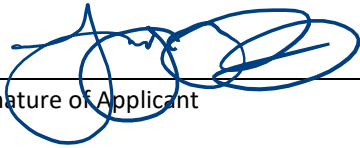
APPLICANT INFORMATION

Name: Mallary Weinsz Organization: Spartan Race, Inc.

Mailing Address: 234 Congress St., 5th Floor, Boston, MA 02110

Phone: (614)582-8393 Email: mallary.weinsz@spartan.com

Emergency Contact: _____ Phone: _____


Signature of Applicant

05/14/2024

Date

Additional information or requirements may be requested. Please allow 3 – 4 weeks for processing.

OAKPOINTE

Village Green Park will consist on vendors, bouncy houses, balloons animals, face painters



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

ITEM INFORMATION		
SUBJECT: Discussion/Action on Levy Lid Lift.	Agenda Date:	July 11, 2024
		AB24-045A
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – Xavier Mason	
MDRT/Ec Dev – Andy Williamson		
Cost Impact (see also Fiscal Note):	Police – Chief Kiblinger	
Fund Source:	Public Works – Scott Hanis	
Timeline:	Court – Judge Swain/Tawnya Parks	
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments:		
SUMMARY STATEMENT: Discussion/Action on Levy Lid Lift.		
FISCAL NOTE (Finance Department):		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION:		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
June 20, 2024	Continued discussion	
July 11, 2024		

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Proposed Addendum to the City's Agreement with Mountain View Fire & Rescue	Agenda Date: July 11, 2024	AB24-050
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Scott Hanis	
Cost Impact (see also Fiscal Note):	Court – Judge Swain/ Tawnya Parks	
Fund Source: Potential Levy Lid Lift		
Timeline: Beginning January 2025		
Agenda Placement: ☐ Mayor ☒ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Addendum to Amended and Restated Agreement for Fire Protection and Emergency Medical Services		
SUMMARY STATEMENT: The City and Mountain View Fire and Rescue (Mountain View) have held a series of discussions regarding the costs of providing fire protection and emergency medical services to the City and the City's current and anticipated future level of service. In a recent meeting concerning whether a successful levy lid lift in November 2024 could provide the City with additional funds to pay for fire service, Mountain View proposed an "Addendum" to its current agreement with the City. The current agreement was finalized and approved in Fall 2022. The attached Addendum proposes two modifications to the current agreement: • Section 4.1: Starting in 2025, the base service fee owed by the City to Mountain View would increase by \$1,500,000 or by 50% of the levy lid lift proceeds, whichever amount is greater. • Section 4.4: Revenues from the 2024 lid lift would not be left open to for "any lawful use" by the City. Rather, they would be encumbered as indicated in Section 4.1, above. FISCAL NOTE (Finance Department): If a levy lid lift in November 2024 is successful, the Addendum would require the City to pay at least an additional \$1,500,000 annually to Mountain View, beginning in 2025, to maintain the current level of service. This increased base charge for service would become the new baseline from which future years' payments would be calculated based on the formula set forth in Section 4.1 of the parties' agreement.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: No recommendation.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
July 11, 2024		

**ADDENDUM TO AMENDED AND RESTATED
AGREEMENT FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES**

THIS ADDENDUM MODIFIES THE AMENDED AND RESTATED AGREEMENT FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES “Agreement” between the MOUNTAIN VIEW FIRE AND RESCUE, a Washington municipal corporation, (“District”) and the CITY OF BLACK DIAMOND a Washington municipal corporation, (“City”) with an effective date of January 1, 2022.

RECITALS

1. The District has notified the City that the Payments agreed to in 2022 do not adequately compensate the District for the current level of services provided;
2. RCW 43.09.210 establishes that governmental entities are required to pay full and true value for services rendered by another governmental entity;
3. The City is placing a public safety levy lid lift on the November 2024 ballot for the purpose of generating additional tax revenues to support public safety, fire protection and emergency medical services;
4. The Parties desire to amend the Agreement to attempt to bring the Agreement into compliance with RCW 43.09.210.

AGREEMENT

In consideration of the mutual benefits and promises contained herein, the parties agree to the following addendum to the Agreement.

- A. **Levy Lid Lift Proceeds.** In the event the City’s voter approve the City’s proposed lid lift measure at the November 2024 election, the City agrees to pay the District as additional compensation \$1,500,000.00 or 50% of the additional tax revenues generated by the Lid Lift whichever is greater “Levy Lid Lift Amount”. Such funding shall be in addition to the funding currently defined in Section 4.1. The total amount paid in 2025 (2025 Base Charge plus the Levy Lid Lift Amount) shall constitute the new Base Charge which shall be adjusted in subsequent years by the formula established in Section 4.1. The Parties recognize that the additional funding under this Addendum will not fully fund the current service levels being provided but represents a good faith effort to bring the Agreement into compliance with RCW 43.09.210.
- B. **Section 4.4** shall not apply to the 2024 public safety levy lid lift.

Except as expressly modified by this Addendum, all provisions of the Agreement remain unchanged and in full force and effect.

District:

City:

Mountain View Fire and Rescue:

City of Black Diamond

By: _____

By: _____

DATE: _____

DATE: _____

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution awarding a construction contract to Grindline Skateparks for the Black Diamond Skatepark Project in the amount of \$1,686,737.58	Agenda Date: July 11, 2024 AB24-051	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$1,686,737.58	Public Works – Scott Hanis	X
Fund Source: RCO Grant, Parks Capital	Court – Judge Swain/Tawnya Parks	
Timeline: 2024-2025		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution, Contract		
SUMMARY STATEMENT: On June 13, 2024, 2 bids were received by public works for the construction of the Black Diamond Skatepark located at the previous skatepark location. The bids ranged from \$1,252,974.95 to \$1,686,737.58, with the City estimate at \$1,608,654.95. The lowest bid of \$1,252,974.95 was provided by Diversified Holdings but was unresponsive as qualifications were not met. Grindline Skateparks had a responsive bid of \$1,686,737.58. FISCAL NOTE (Finance Department): This project is funded by grants, donations, and parks capital funds.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee recommends bringing to full Council for consideration on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve Resolution No. 24-1631, awarding the bid on the Black Diamond Skatepark Project to Grindline Skateparks in the amount of \$1,686,737.58.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
July 11, 2024		

RESOLUTION NO. 24-1631

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AWARDING THE CONSTRUCTION CONTRACT FOR THE
BLACK DIAMOND SKATEPARK PROJECT TO GRINDLINE
SKATEPARKS.**

WHEREAS, the City has planned and budgeted for the Black Diamond Skatepark, as well as received grant funds from RCO; and

WHEREAS, the City received two bids on June 13, 2024; and

WHEREAS, the lowest bidder, Diversified Holdings NW's bid was deemed unresponsive due to an incomplete submittal and unmet qualifications at time of bid; and

WHEREAS, Grindline Skateparks, the second bidder, submitted a responsive bid and has met all conditions of providing a responsible bid;

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

Section 1. The contract for construction of the Black Diamond Skatepark Project is hereby awarded to Grindline Skateparks in the amount of \$1,686,737.58, and the Mayor is hereby authorized to execute a contract for the same, substantially in the form attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 11TH DAY OF JULY, 2024.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CONTRACT

THIS AGREEMENT, made in four (4) copies, each of which shall be deemed original, and entered into as of the date hereinafter affixed, by and between the City of Black Diamond, Washington, hereinafter called the Owner, and

Grindline Skateparks

Contractor Name

HEREINAFTER called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials and equipment for the construction of the **Black Diamond Skatepark**, in accordance with and as described in the Contract Documents, which shall include: plans, specifications, Addenda, the 2024 Washington State Department of Transportation Standard Specifications for Road and Bridge Construction, and all other documents submitted by the bidder in response to the City's bid, all of which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.
- II. Liquidated Damages: Under 1-08.9 of the current WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, the City is entitled to liquidated damages for each and every calendar day said work remains uncompleted after expiration of the specified time. However, rather than using the Liquidated Damages Formula, the Contractor agrees to pay the City \$500.00 per day for each and every calendar day said work remains uncompleted. All other terms of WSDOT 1-08.9 remain unchanged.
- III. The City of Black Diamond, Washington, hereby promises and agrees with the Contractor to retain the Contractor to provide the materials and to perform the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of prices bid and hereto attached, at the time and in the manner and upon the conditions provided for in this contract.
- IV. The Contractor for him/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants contained herein.
- V. It is further provided that no liability shall attach to the City of Black Diamond, Washington, by reason of entering into this contract, except as expressly provided herein.
- VI. No change order or combination of change orders which result in an increase or decrease of the total construction costs shall be binding upon the City until approved in writing by the Director of Public Works or a designate who is authorized to execute Change Orders.

COUNTERSIGNED:

this _____ day of _____, 20 _____

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first herein above written.

CONTRACTOR

CITY OF BLACK DIAMOND, WASHINGTON

Signature

Mayor

Printed

Title

Federal Tax ID No. _____

Attested:

CITY CLERK

Approved as to form:

CITY ATTORNEY

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
Corporate Officer (not Contract Signer) Corporate Title
of the corporation named as Contractor in the Agreement attached hereto; that
_____, who signed said Agreement on behalf of the
Contract Signer

Contractor, was then _____ of said
Corporate Title – Contract Signer

corporation; that said Agreement was duly signed for and in behalf of said corporation by authority
of its governing body, and is within the scope of its corporate powers.

Corporate Officer (not Contract Signer)

Printed

Title

State of _____)
County of _____) ss.

_____, being duly sworn,
Corporate Officer (not Contract Signer)

deposes and says that he is _____
Corporate Title
of _____
Name of Corporation

Subscribed and sworn to before me this

_____ day of _____, 20____

Notary Public (Signature)

Notary Public (Print)

My commission expires _____, 20____

**CITY OF BLACK DIAMOND
PUBLIC WORKS PROJECT
PERFORMANCE BOND**

City Project #:	
Surety Bond #:	
DATE POSTED:	
PROJECT COMPLETION DATE:	

RE: Project Name: Black Diamond Skatepark Owner: City of Black Diamond
Project Address: Railroad Ave and Park St.

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____
_____(hereinafter called the "Principal"), and _____
a corporation organized under the laws of the State of _____, and authorized to
transact surety business in the State of Washington (hereinafter called the 'Surety'), are held and
firmly bound unto the City of Black Diamond, Washington, in the sum of _____
(\$_____), lawful money of the United States of America, for the payment of which sum
we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns,
jointly and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has entered into a certain agreement with the City, to
perform the following public works project within the City: _____

_____; and

WHEREAS, the agreement with the City requires that certain improvements be made as part of
the public works project; and that such improvements be constructed in full compliance with City
standards, and the plans and specifications as required by the City; and

WHEREAS, the agreement with the City requires that the improvements are to be made or
constructed within a certain period of time, unless an extension is granted in writing by the City; and

NOW, THEREFORE, it is understood and agreed that this obligation shall continue in effect until
released in writing by the City of Black Diamond, but only after the Principal has performed and
satisfied the following conditions:

A. Conditions.

1. The improvements to be constructed by the Principal include: (insert complete description
here)

2. The Principal must construct the improvements to conform to the design, location, materials and other specifications for the indicated site improvements, as required by the City in the above-referenced project. In addition, the Principal must construct the improvements according to the applicable ordinances and standards of the City and/or state statutes, as the same now exist or are hereafter amended.
3. The Principal must have completed all improvements required by the above-referenced conditions, plans and City file within _____ which time period shall begin to run from the earlier of _____ unless an extension is granted by the City.
4. The Principal must have paid all sums owing to laborers, contractors, mechanics, subcontractors, materialmen and suppliers or others as a result of such work for which a lien against any City property has arisen or may arise.
5. The Principal must obtain acceptance by the City of the work completed, all on or before thirty (30) days after the completion date set forth in paragraph 3 above.

B. Default.

1. If the Principal defaults and does not perform the above conditions within the time specified, then the Surety shall, within ten (10) days of demand of the City, make a written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection B(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs, which exceeded the City's estimate, limited to the bond amount.

2. In the event the Principal fails to complete all of the above referenced improvements within the time period specified by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of completing the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to complete such improvements.
- C. Corrections. Any corrections required by the City shall be commenced within seven (7) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section B above.
- D. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond,

unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The surety waives notice of any such change, extension, alteration or addition thereunder.

- E. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in King County Superior Court.
- F. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and a bond guaranteeing maintenance of all improvements for a period of twelve (12) months from acceptance has been submitted to the City in an amount to be determined by the City Engineer, in a form suitable to the City and until released in writing by the City.

DATED this _____ day of _____, 20__.

SURETY COMPANY
(Signature must be notarized)

CONTRACTOR/OWNER
(Signature must be notarized)

By: _____
Its _____

By _____
Its _____

Print Name: _____

Print Name: _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CITY OF BLACK DIAMOND

By: _____
Its: _____

Date: _____

P.O. Box 599 – 24301 Roberts Drive
Black Diamond, WA 98010
Contact: Scott Hanis
Phone: (360) 851-4521
Email: shanis@blackdiamondwa.gov

APPROVED AS TO FORM:

Office of the City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

_____ Individual (Form P-1)

_____ Corporation (Form P-2)

FORM P-1 / NOTARY BLOCK

(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at _____
My Commission expires: _____

FORM P-2 / NOTARY BLOCK – (Use For Partnership or Corporation Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at _____

My Commission expires: _____

(For Surety Company)
STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at _____

My Commission expires: _____

**CITY OF BLACK DIAMOND
MAINTENANCE BOND**

Project #: _____
Surety Bond #: _____
Date Posted: _____
_____ Expiration Date: _____

RE: Project Name: Black Diamond Skatepark Owner: City of Black Diamond
Project Address: Railroad Ave and Park St.

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____
(hereinafter called the "Principal"), and _____, a corporation organized
under the laws of the State of _____, and authorized to transact surety
business in the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto
the City of Black Diamond, Washington, in the sum of _____
_____ dollars (\$_____), lawful money of the United States of
America, for the payment of which sum we and each of us bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, by these presents. THE
CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has constructed and installed certain improvements on
public property in connection with a project as described above within the City of Black
Diamond; and

WHEREAS, in accordance with t h e BDMC, as a condition of approval, the contractor is
required to post a bond for the 12 months following project completion in order to ensure that the
project does not contain defects that require repair and to cover the cost of repair during that 12-
month period; and

WHEREAS, in order to provide security for the obligation of the Principal to repair and/or
replace said improvements against defects in workmanship, materials or installation for a period of
twelve (12) months after written and final acceptance of the same and approval by the City;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to the
City. It is understood and agreed that this obligation shall continue in effect until released in writing
by the City, but only after the Principal has performed and satisfied the following conditions:

- A. The work or improvements installed by the Principal and subject to the terms and conditions
of this Bond are as follows: (insert complete description of work here)

- B. The Principal and Surety agree that the work and improvements installed in the above-
referenced project shall remain free from defects in material, workmanship and installation
(or, in the case of landscaping, shall survive,) for a period of twelve (12) months after written
and final acceptance of the same and approval by the City. Maintenance is defined as acts

carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twelve (12) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

- C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed, and leave the same in as good condition as it was before commencement of the work.
- D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twelve (12) months from the date of acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:
 - 1. Within ten (10) days of demand of the City, make written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City's estimate, limited to the bond amount.

- 2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.
- E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.
- F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The surety waives notice of any such change, extension, alteration or addition thereunder.

G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in King County Superior Court.

H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this _____ day of _____, 20__.

SURETY COMPANY
(Signature must be notarized)

CONTRACTOR/OWNER
(Signature must be notarized)

By: _____
Its _____

By _____
Its _____

Print Name: _____

Print Name: _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CITY OF BLACK DIAMOND

By: _____
Carol Benson, Mayor

Date: _____

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

APPROVED AS TO FORM:

Office of the City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

- ☐ Individual (Form P-1)
- ☐ Corporation (Form P-2)
- ☐ Surety Company (Form P-2)

FORM P-1 / NOTARY BLOCK

(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at _____
My Commission expires: _____

FORM P-2 / NOTARY BLOCK – (Use For Partnership or Corporation Only)

(Contractor/Owner)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at _____
My Commission expires: _____

(For Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at _____
My Commission expires: _____

CERTIFICATE OF INSURANCE

TO: City of Black Diamond

Return this certificate to:

**City of Black Diamond
24301 Roberts Drive
Black Diamond, WA 98010**

This certifies to City of Black Diamond that the following described policies have been issued to the Insured named below and are in force at this time:

Insured _____

Address _____

Description of operations/locations/products (show contract name and/or number, if any)

Policies and Insureds	Limits		Policy Number	Expiration Date	Best's Rating
	Bodily Injury	Property Damage			
Comprehensive / General Liability	Each Person	Each Occurrence			
Workers Compensation	Employer's Liability				
Automotive Liability	Each Person	Each Occurrence			

COMBINED SINGLE LIMIT

All policies are in effect at this time and will not be canceled, limited, or allowed to expire without renewal until after 30 days' written notice has been given to the Certificate Holder named on the top line. Any coverage afforded the Certificate Holder as an additional insured shall apply as primary and not excess to any insurance issued in the name of the Certificate Holder.

Note to Contractor: City of Black Diamond and its authorized agents shall be named as additional insured for this policy.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		PF ID SU PARIN-1	DATE (MM/DD/YY) 10/02/00
PRODUCER Hurley, Atkins & Stewart, Inc. 1800 Ninth Ave., #1500 Seattle WA 98101 Phone: 206-682-5656			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED			INSURERS AFFORDING COVERAGE		
			INSURER A:		
			INSURER B:		
			INSURER C:		
			INSURER D:		
			INSURER E:		
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO- JECT ☐ LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS ☐ OTH- ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS					
CERTIFICATE HOLDER		☒ ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION		
		-----	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		

DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

Note: This form must be submitted at the time the Contractor executes the contract. Contractor shall designate the option desired by checking the appropriate space.

If option (2) or (3) is selected, the "Interest Escrow Bearing Account/Escrow Agreement," beginning page F.7 must be completed. **It is the Contractor's responsibility to setup all accounts.**

Monies reserved under provisions of **RCW 60.28**, at the option of the Contractor, shall be:

- ____(1) Retained in a fund by the Owner.
- ____(2) Deposited by the Owner in an interest-bearing account in a bank, mutual savings bank or savings and loan association.
- ____(3) Placed in escrow with a bank or trust company by the Owner. When the monies reserved are to be placed in escrow, the Owner will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the Owner and the bonds and securities held in escrow.

The Contractor in choosing option (2) or (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

Contractor Signature

Date

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ATTACHMENT A
INTEREST BEARING ACCOUNT/ESCROW AGREEMENT

City of Black Diamond

Contract No: _____

Project Name: _____

Estimated Contract Completion Date: _____

Bank Name: _____

Escrow/Interest Bearing Account No: _____

INTEREST BEARING DEPOSITORY/ESCROW AGENT, located at: _____

This Agreement is for the investment, or retention in an interest bearing account, of the retained percentages of the above referenced project and contract number ("Contract") in accordance with RCW Chapter 60.28, now and as hereafter amended.

The Undersigned, _____, hereinafter referred to as the Contractor, has directed the City of Black Diamond, hereinafter referred to as the City, to deliver to you its warrants, checks or drafts which shall be payable to you and the Contractor jointly. Such warrants, checks or drafts are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

The Contractor has chosen you, and the City has agreed to your selection, to act as an
INTEREST BEARING ACCOUNT DEPOSITORY or ESCROW AGENT (circle one)

_____(Contractor sign here to acknowledge selection)

If selected as an INTEREST BEARING ACCOUNT depository, in accordance with RCW 60.28.011, the depository shall be either a bank, mutual savings bank, or savings and loan association, authorized and doing business in the State of Washington.

1. Upon delivery to you, warrants, checks or drafts made payable to you and the Contractor jointly shall be endorsed by you and forwarded for collection. The monies from all such warrants, checks or drafts received hereunder shall be deposited by you in an interest bearing account in your institution. Interest on such account shall be paid to the Contractor. Statements for the account shall be provided both to the City and the Contractor at the addresses listed below. The statement shall reference both the Project Name and the Contract Number.
2. Monies in the account are not subject to withdrawal until after the final acceptance of said improvement or work is completed and agreed upon by both parties. The Contractor is not authorized to withdraw all or any part of the monies deposited with you pursuant to this Agreement except in accordance with the written instructions of the City, or by order of a court of competent jurisdiction. Compliance with such instructions or with a court order shall relieve you of any further liability related thereto.
3. The Contractor agrees to assume full responsibility to pay all costs which may accrue from the Bank.

4. This agreement shall not be binding until executed by the Contractor and the City and accepted by you.
5. If Contractor has chosen you as an Escrow agent, the monies from warrants, checks or drafts made payable to you and the Contractor jointly will be used to purchase bonds or other securities selected by the Contractor and approved by the City. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided said direction conforms with the following listing of approved securities:
 - a. Bills, certificates, notes or bonds of the United States;
 - b. Other obligations of the United States or its agencies;
 - c. Obligations of any corporation wholly-owned by the government of the United States;
 - d. Indebtedness of the Federal National Mortgage Association; and
 - e. Time deposits in commercial banks.

Other bonds and securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the City. Purchase of such bonds or other securities shall be in a form which shall allow you to convert such bonds or other securities into money if you are required to do so by the City.

The investments selected by the Contractor, approved by the City, and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

6. This instrument contains the entire agreement between you, the Contractor, and the City with respect to the interest bearing account or escrow agreement. You are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter, nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
7. The foregoing provision shall be binding upon the assigns, successors, personal representative and heirs of the parties thereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this interest bearing account or escrow agreement.

(Contractor)

By _____
(Name and Title)

Dated: _____

Mailing Address: _____

(Tax Identification No.)

City of Black Diamond

By _____
Director

Dated: _____

Mailing Address:
24301 Roberts Drive
Black Diamond, WA 98010

The above escrow agreement received and accepted this ____ day of _____, 20____.

(Bank)

(Address)

By _____
(Name and Title)

Dated: _____

PROPOSAL SIGNATURE SHEET

PROJECT: Black Diamond Skatepark

June 12 _____, 20 24
Date

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

Grindline Skateparks, Inc.

Bidder
By: _____
Authorized Official
James Klinedinst

Printed

Secretary

Title
Address: 4619 14th Ave SW

Seattle, WA 98106

Receipt of Addenda numbered _____, _____, _____, _____ is hereby acknowledged.

- Note: (1) If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
- (2) If the bidder is a corporation, this proposal must be executed by its duly authorized officials.

BID SCHEDULE

Black Diamond Skatepark

NOTE: Unit prices for all items, all extensions, and the total amount bid must be shown. All entries must be typed or entered in ink.

BASE BID					
Item No.	Description	Unit	Quantity	Unit Price	Total Amount
1	Base Bid- Skatepark (phases 1-4)	LS	1	\$ 1,435,080.28	\$ 1,435,080.28
2	ADA Parking Stall, pathway and viewing structure	LS	1	\$ 45,230.00	\$ 45,230.00
3	Minor Change			\$70,000	\$70,000
	Subtotal				\$1,550,310.28
	Sales Tax @ 8.8%				\$136,427.30
	TOTAL BASE BID SCHEDULE				\$1,686,737.58

Project award will be based on the total bid amount. All bidders shall provide pricing for all bid items in the Base Bid or their bid will be considered unresponsive.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Amendment to Chapter 8.24 of the Black Diamond Municipal Code to add a new section providing for rules for use of the new dock at the Lake Sawyer boat launch.	Agenda Date: July 11, 2024 AB24-052	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	X
	Public Works – Scott Hanis	
Cost Impact (see also Fiscal Note): 0	Court – Tawnya Parks	
Fund Source:		
Timeline:		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Proposed Ordinance		
SUMMARY STATEMENT: The City has adopted Lake Sawyer boating and water safety regulations into Chapter 8.24 of the Black Diamond Municipal Code (BDMC.) The city installed a new dock in April of this year for public use as well as storage of the marine patrol vessel located at the Lake Sawyer boat launch. To ensure the safety of those using and visiting the boat launch the following rules are adopted under new section 8.24.285. In summary, the new rules are as follows: - Lifejackets required for children 12 years and under - No swimming or diving from dock - No overnight moorage allowed on the dock - No fueling at dock - Fishing from the end of dock prohibited whenever the boat launch is sufficiently busy to create safety concerns - Temporary loading and unloading of passengers- 15-minute limit - No personal watercraft (jet skis) may be launched from dock - Dock at your own risk. City is not responsible for any personal injuries or property damage - Boats left unattended are subject to impound Violations of rules or other civil ordinances may result in immediate removal from the park and a trespass citation. Violation of a trespass citation or other criminal laws may result in arrest and prosecution.		

FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 24-1206 adding a new section to the Black Diamond Municipal Code to provide rules for use of the dock at the Lake Sawyer Boat Launch.		
RECORD OF COUNCIL ACTION		
Meeting Date	<i>Action</i>	<i>Vote</i>
July 11, 2024		

ORDINANCE NO. 24-1206

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AMENDING CHAPTER 8.24 OF THE BLACK DIAMOND MUNICIPAL CODE, WATER SAFETY, TO ADD A NEW SECTION PROVIDING RULES FOR USE OF THE DOCK AT THE LAKE SAWYER BOAT LAUNCH; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City has adopted boating and water safety regulations in Chapter 8.24 of the Black Diamond Municipal Code (BDMC); and

WHEREAS, the City recently installed a new dock at the Lake Sawyer boat launch for use by the public as well as storage for the city's marine patrol vessel; and

WHEREAS, the City desires to establish rules related to the use of the dock for the safety of the public;

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

Section 1. Chapter 8.24 BDMC Amended. Chapter 8.24 of the Black Diamond Municipal Code is hereby amended to add a new Section 8.24.285, to read as follows:

8.24.285 Dock rules.

The following rules apply to all users of the city's Lake Sawyer boat launch:

- A. Lifejackets are required for children 12 years and under.
- B. Swimming or diving from the dock is prohibited.
- C. Overnight moorage on the dock is prohibited.
- D. Fueling at the boat launch is prohibited.
- E. Fishing from the dock is prohibited whenever the boat launch is sufficiently busy to create safety concerns. Fishing is limited to the end of the dock only.
- F. Temporary loading and unloading of passengers on the dock is allowed, subject to a 15-minute limit.
- G. No personal watercraft (e.g., jet skis) may be launched from the dock.

- H. Use of the dock is at the user's risk. The city is not responsible for any personal injuries to users or damage to their personal property.
- I. Boats left unattended are subject to impound.
- J. Violations of any park rules or other civil ordinances may result in immediate removal from the park and issuance of a trespass citation. Violation of any trespass citation or other criminal law will subject the violator to possible arrest and prosecution.

Section 2. Severability. If any section, paragraph, sentence, clause, or phrase of this Ordinance, or its application to any person or circumstance, is declared unconstitutional or otherwise invalid for any reason, or if any portion of this Ordinance is pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

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

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND AT A SPECIAL MEETING THEREOF ON THE 11TH DAY OF JULY, 2024.

CITY OF BLACK DIAMOND

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

Approved as to form:

David Linehan, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.
Date of Publication:
Effective Date:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Ordinance amending Section 13.16.010 of the Black Diamond Municipal Code regarding the General Sewer System Plan	Agenda Date: July 11, 2024 AB24-053	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Scott Hanis	X
Cost Impact (see also Fiscal Note): 0	Court – Judge Swain/Tawnya Parks	
Fund Source: N/A		
Timeline: July 2024		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Ordinance; General Sewer Plan; Ecology Approval Letter; Appendices available upon request		
SUMMARY STATEMENT: Updates to the City’s General Sewer System Plan have been completed. These updates take into account comments from the Department of Ecology, King County Utility Technical Review Committee, and Soos Creek Water & Sewer District. A SEPA Determination of Non-Significance was issued for this Plan on December 27, 2023. A public hearing was held by the Planning Commission on January 8, 2024. Staff recommends approval of the General Sewer System Plan to provide guidance for the Black Diamond sanitary sewer utility. FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to approve Ordinance No. 24-1207, adopting the General Sewer System Plan and amending Section 13.16.010 of the Black Diamond Municipal Code.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
July 11, 2024		

ORDINANCE NO. 24-1207

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF BLACK DIAMOND, KING COUNTY,
WASHINGTON, RELATING TO THE GENERAL
SEWER SYSTEM PLAN; AMENDING SECTION
13.16.010; ADOPTING A NEW GENERAL SEWER
SYSTEM PLAN; REPLACING AND SUPERSEDING
THE EXISTING GENERAL SEWER PLAN;
PROVIDING FOR SEVERABILITY;
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City of Black Diamond owns and operates a wastewater collection system within the State of Washington; and

WHEREAS, in May 1981 the City adopted a Comprehensive General Sewer Plan for the planning and construction of the wastewater collection system which plan was adopted by the City Council pursuant to City Ordinance No. 245; and

WHEREAS, in February 2013, the City adopted an updated General Sewer Plan which was adopted by the City Council pursuant to City Ordinance No. 13-998; and

WHEREAS, City staff has prepared and completed the proposed 2024 General Sewer System Plan in conformance with the requirements of the preparation of general sewer plans as outlined in WAC 173-240-050; and

WHEREAS, City staff has addressed and answered comments, coordinated review from the Washington State Department of Ecology, King County Utilities Technical Review Committee, and Soos Creek Water & Sewer District; and

WHEREAS, the City staff, the Planning Commission, the Public Works Committee, the public and the full Council has had opportunity to review, provide comment, and/or provide input into the development of the proposed General Sewer System Plan; and

WHEREAS, a formal public hearing was held by the Planning Commission on January 8, 2024; and

WHEREAS, the Washington State Department of Ecology has approved the proposed General Sewer Plan on June 14, 2024; and

WHEREAS, the King County Utilities Technical Review Committee can recommend approval of the proposed General Sewer System Plan to the King County Council upon adoption; and

WHEREAS, it is in the best interest of the public health, safety and welfare to adopt the

proposed General Sewer System Plan which, upon adoption, shall replace and supersede the current General Sewer Plan;

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

Section 1. Chapter 13.16 of the Black Diamond Municipal Code is amended to read as follows:

13.16 General Sewer Plan Adopted

Section 2. Section 13.16.010 of the Black Diamond Municipal Code is amended to read as follows:

13.16.010 – Adopted.

The City of Black Diamond General Sewer Plan dated ~~December~~ April 2012-2024 and on file with the office of the City Clerk is hereby adopted by this reference and incorporated as though fully set forth herein. The General Sewer Plan as adopted herein, replaces and supersedes the general sewer plan previously adopted by the City Council pursuant to Ordinance No. ~~24513-998~~.

Section 3. Severability. Each and every provision of this Ordinance shall be deemed severable. In the event that any portion of this Ordinance is determined by final order of a court of competent jurisdiction to be void or unenforceable, such determination shall not affect the validity of the remaining provisions thereof, provided the intent of this Ordinance can still be furthered without the invalid provision.

Section 4. Effective date. This Ordinance shall be in full force and effect five (5) days after publication as required by law. A summary of this Ordinance may be published in lieu of the entire Ordinance, as authorized by state law.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 11TH DAY OF JULY, 2024.

Mayor Carol Benson

ATTEST:

Ordinance No. 24-1207
Page 2 of 3

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

David Linehan, City Attorney
Madrona Law

Published: _____

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CITY OF BLACK DIAMOND

General Sewer System Plan

April 2024



Engineers Certification

I hereby certify that this General Sewer Plan for the City of Black Diamond, Washington has been prepared under the supervision and direction of the undersigned, Daniel R. Ervin, whose seal as a Licensed Professional Engineer of the State of Washington is affixed below.



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Special thank you to the Public Works Department, the Master Development Review Team, the Mayor's office, and the City Council for their insight and comments.

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Appendix M:	MPD Unit Flow Analysis
Appendix N:	Sewer Planning and Design Standards
Appendix O:	Population Forecasting Methodology

ABBREVIATIONS

AAF	Average Annual Flow
ADWF	Average Dry Weather Flow
AWWF	Average Wet Weather Flow
CFR	Code of Federal Regulations
CIP	Capital Improvement Program
COBD	City of Black Diamond
CSO	Combined Sewer Overflow
CWA	Clean Water Act
WSDOH	Washington State Department of Health
EDP	Electronic Data Processing
WSDOE	Washington State Department of Ecology
USEPA	United States Environmental Protection Agency
ERU	Equivalent Residential Unit
ESA	Endangered Species Act
FAZ	Forecast Analysis Zone
FEMA	Federal Emergency Management Act
FF	Frequently Flushed
FOG	Fats, Oils and Greases
FPS	Feet per second
CWA	Federal Water Pollution Control Act (“The Clean Water Act”)
GMA	Growth Management Act
DPCD	Gallons per capita per day
GPS	Global Positioning System
GPAD	Gallons per acre per day
GPD	Gallons per day
HPA	Hydraulic Project Approval
I/I	Infiltration and Inflow
JARPA	Joint Aquatic Resources Permit Application
DNR	King County Department of Natural Resources
LS	Lift Station
MMF	Maximum Month Flow
MGD	Million Gallons per Day
MG	Million Gallons
MPL	milligrams per liter
M&O	Maintenance and Operations
MDRT	Master Development Review Team
NEPA	National Environmental Policy Act
NPDES	National Pollutant Discharge Elimination System
PPD	Pounds per day
PRV	Pressure Reducing Valve
PSRC	Puget Sound Regional Council
PUD	Public Utility City
PVC	Polyvinyl Chloride
PWWF	Peak Wet Weather Flow

RCE	Residential Customer Equivalent (= 1 ERU)
RCW	Revised Code of Washington
SCADA	Supervisory Control and Data Acquisition
SEPA	State Environmental Policy Act
SRF	State Revolving Fund
TSS	Total Suspended Solids
UGA	Urban Growth Area
ULID	Utility Local Improvement City
WAC	Washington Administrative Code
WAWARN	Water Wastewater Agency Response Network Water Maintenance

INTRODUCTION

THE IMPORTANCE OF WASTEWATER SYSTEMS

The collection and treatment of wastewater is an important part of environmental stewardship: returning sewage back to streams and oceans so that it can be used again. For thousands of years, communities have disposed of human waste in nearby water bodies, without regard to damage to the water, or the effects on people or animals downstream. In 1854, a cholera outbreak in London drove home the importance of separating sewage runoff from drinking water. It took a long time for what we take for granted today to become common knowledge.

In the past few decades, the region has invested billions of dollars in the development of modern collection and treatment systems. In addition to studying and combating contamination of salmon and other marine life, the health of our lakes, rivers, and Puget Sound is a top priority. New regulations are being debated to determine appropriate levels of contaminants. Wastewater treatment plants are obvious targets of concern; however, the newer plants already produce effluent with extraordinarily low contaminant levels. Surface water runoff and finding economical ways to separate surface water from sewage are of more importance, difficulty, and cost, especially in older, rural municipal systems that were built before the impact of combined systems was known.

The City of Black Diamond is affected by all these issues. Wastewater from our service area is collected and sent to King County for treatment and disposal, limiting the City's ability to completely control sewage conveyance and treatment rates. The newer MPD portions of the City have constructed collection and conveyance systems that should have minimal O&M costs, but they rely on pumping facilities for the conveyance which have high O&M costs. This potentially complicates the policies surrounding rate equity and normal O&M vs. Capital project expenses.

Another growing challenge for the City is preparing to replace aging infrastructure. None of the City's pipes are nearing the 100-year age mark; however, some are showing wear, and this is the time to increasingly evaluate their condition, perform preventive maintenance to extend their life, and plan for their replacement. The lead contamination issues in Flint, Michigan drove home the need for continuing investment in infrastructure. In an era of fierce competition for public money, it is made clear once again that neglecting basic pipes and pumps may save a few dollars now but will be very expensive--in money and lives--sometime down the road.

For Black Diamond, all this is happening in a fast-growing community with increasing ethnic and economic diversity. Almost perfectly situated at the urban/rural edge south of Seattle, the City is seeing large new developments, many inhabited by young homeowners who commute to tech jobs to the north. A challenge for City staff is to work with customers speaking various languages and assuring that our service rates remain affordable for the community.

The City and Region also operate under a cloud--the concern that a major earthquake will someday strike. This is an active seismic zone, and some geologists believe that we are overdue for a major quake and that the region will get one in the next fifty years. City staff needs to work with regional partners to prepare for such an event, to try to minimize the damage when it happens, and to speed up recovery. Safe potable

water and sanitary sewage treatment will be vital in such a catastrophe, and restoring the region's water and wastewater systems will be crucial to getting the community back on its feet.

A LIVING PLAN

State Law (RCW 57-16 and WAC 173-240) requires cities to prepare comprehensive plans to ensure that their systems will meet the future needs of their communities. However, the Plan you are reading seeks to do much more than what was contemplated by Legislators. It recognizes the multiple challenges facing us and attempts to be a vital, dynamic tool for Staff, the Mayor, and Council in allocating our resources. Staff throughout the City were directly involved in developing and writing this Plan, and we expect that they will refer to it in deciding how to develop programs, select projects, and spend our ratepayers' resources.

Doing so will require that:

- Staff develop a project prioritization process that includes the Plan.
- Staff regularly update various parts of the Plan: population, customer numbers, usage numbers and forecasts, water main maps, finances, etc.
- Staff in all departments develop, update, and use the Plan as "One City".
- Field observations must be incorporated into facility assessments.
- Work plans and budgets have been designed around a long-term perspective, with a constant focus on reliable service and affordability over decades rather than just this year.

The expected results will be smarter decisions and more efficient use of ratepayer dollars. The process seeks to do the following:

- Promote preventative maintenance to assure reliable service and stretch out the life of facilities.
- Upsize pipes and other facilities only to serve an actual need.
- Replace facilities before they break.
- Utilize modern equipment and information technology to be more efficient and increase the life of City assets.
- Harden key facilities against damage from natural and manmade disasters and prepare staff to respond to emergencies.
- Anticipate surges and ebbs of capital projects and staff accordingly.
- Hire capable staff and train them to take on increasing levels of responsibility.

CONTENTS

This is a summary of what you will find in the Plan:

Chapter 1: System Description

Explanation of the legal structure of the City, maps of the service area, a summary of existing facilities (when and where they were built), and a detailed timeline of milestones in the City's history.

Chapter 2: Related Plans, Agreements, and Policies

Discussion of the various documents and agreements with which the City interacts as part of the broader community.

Chapter 3: Planning Data and Demand Forecast

Historical population and water usage numbers, together with forecasts on which our programs are based.

Chapter 4: System Analysis

Evaluation of how the wastewater system works, and where improvements are needed.

Chapter 5: City Facilities Design and Construction Standards

Explanation of the standards to which the system is built.

Chapter 6: Maintenance and Operations

Discussion of how the City operates and maintains its system.

Chapter 7: Emergency Planning

Explanation of the City's preparations for responding to various emergencies so as to restore service to the community.

Chapter 8: Personnel

Overview of steps the City is taking to hire and train highly capable staff so as to better serve our customers.

Chapter 9: Information Technology

Summary of steps the City plans to take to better integrate and utilize IT tools.

Chapter 10: Capital Improvement Plan

Documentation of the City's long-range plan for improving and replacing its physical infrastructure.

Chapter 11: Finance Plan

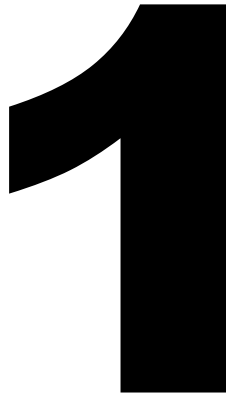
Evaluation of how the City will pay for necessary operations and the CIP while remaining financially strong and maintaining affordable rates for our customers.

Plan Requirements (WAC)

Requirement	Location in Plan
Purpose and Need for the Proposed Plan	Chapter 1
Ownership and operation of the system	Chapter 1
Existing and proposed boundaries	Chapter 1
Map Including: Proposed sewers and areas to be served, Boundary line of City and service area, Existing sewers, Topography and elevations, Streams, lakes, and water bodies, Water system information	Chapter 1
Population trends and analysis methods	Chapter 3
Information on wastewater facilities	Chapter 4
Discussion of infiltration and inflow	Chapter 4
Treatment discussion	Note Below
Info on industrial customers	Chapter 3&4
Info on existing wells and water supply sources	Chapter 4
Discussion of alternatives	Chapter 4&11
Existing and proposed cost of service	Chapter 11
SEPA compliance	Appendix F
Reclaimed water considerations	Note Below
Water conservation measures	Chapter 4

Note: The provisions for treatment, discharge, and reuse are not included in this General Sewer Plan. Those services are provided by King County under Agreement.

SYSTEM DESCRIPTION



1. SYSTEM DESCRIPTION

The characteristics of a wastewater service area define the conditions for meeting customer demands. The economy, land use patterns, geography, climate, population trends, and governing agencies influence the type and location of wastewater collection and treatment within a service area. This chapter provides a description of The City of Black Diamond (COBD) management, history, relationship with adjacent sewer system providers, and system and City facilities. Descriptions and functions of the primary system components and how they integrate with one another are also included.

Ownership and Management – WAC 173-240-050(3)(b)

The City was established in the late 1800s as a coal mining town. The City has maintained a rural atmosphere and has a 2023 estimated population of 4,668. The City encompasses just over 4,250 acres, or 6.6 square miles, which includes the Lake Sawyer area that was annexed in 1998. The Lake Sawyer area is currently served by the Soos Creek Water and Sewer District (SOOS Creek) and is not included in the City's existing Sewer Service Area (SSA). Therefore, the City's sewer system only provides service to approximately 67 percent of the City's total population.

The City was incorporated by a vote of the people in 1959 and operated under the Revised Code of Washington Title 35 RCW. Governed by a five-member Council, which is elected by voters within the service area, its daily operations are overseen by a Public Works Director. The organizational structure includes roads, water, parks, and wastewater positions.

A summary of the Wastewater system is listed in **Table 1: Basic Wastewater System Information**.

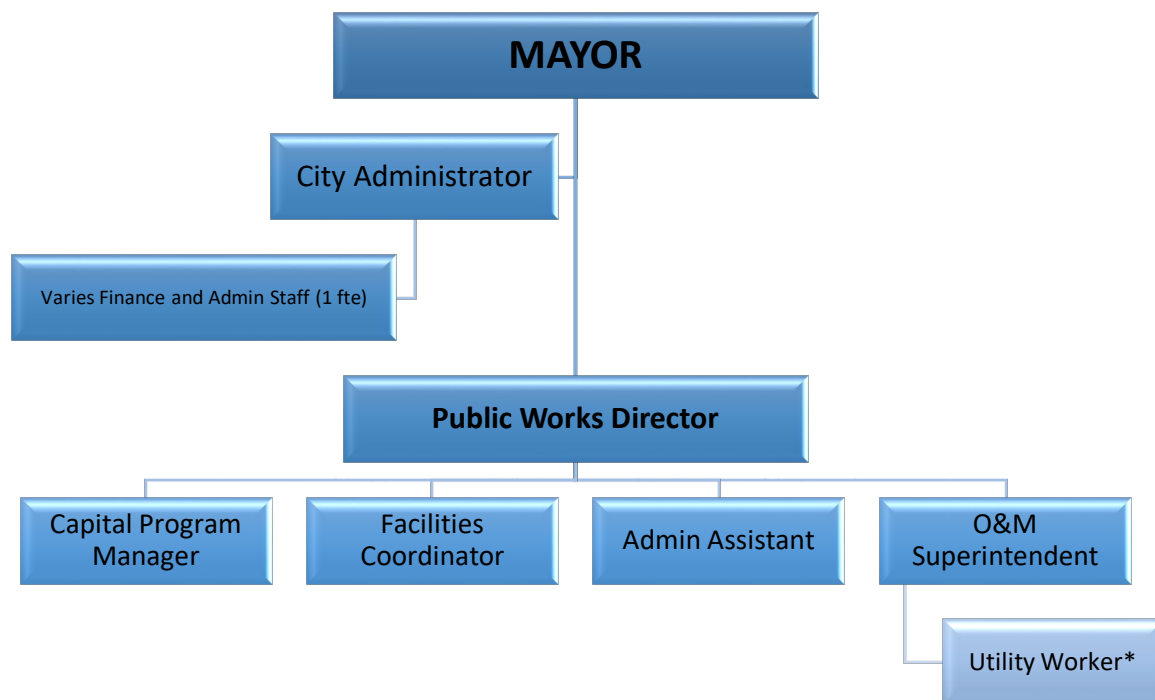
Table 1: Basic Wastewater System Information

ITEM	INFO
<i>System Name</i>	<i>City of Black Diamond</i>
<i>NPDES Permit Number</i>	<i>WAR045505</i>
<i>Owner Name</i>	<i>City of Black Diamond</i>
<i>Owner Type</i>	<i>Incorporated City</i>
<i>Owner Address</i>	<i>24301 Roberts Dr, Black Diamond, WA 98010</i>
<i>Location</i>	<i>King County Washington</i>
<i>Retail Service Connections</i>	<i>1,975</i>
<i>Residential Population Served</i>	<i>4,668</i>
<i>Employment Population Served</i>	<i>597</i>
<i>Outside Service Connections</i>	<i>0</i>

Organization Chart

All personnel responsible for the planning, operation, and maintenance of the wastewater system are employees of the City, managed by the Public Works Director who in turn reports to the Mayor. An organization chart is shown in **Table 2: Existing Organization Chart**.

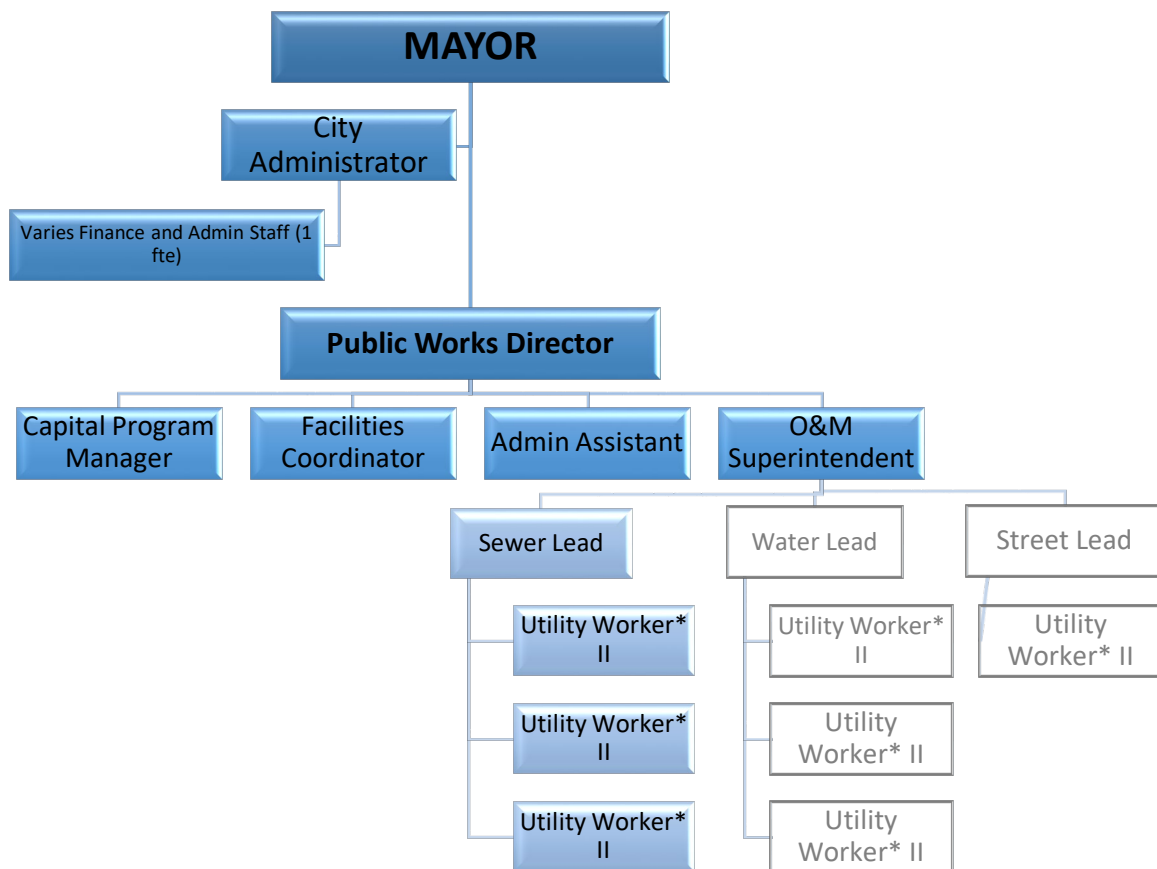
Table 2: Existing Organization Chart



** time is also allocated to and shared with other departments including water, streets, and parks.*

As the sewer utility grows to respond to development in the City, the staff in the sewer department will also need to grow. As recommended in Chapters 10 and 11, three new staff will be needed in the next few years. The following organization chart, **Table 3: Proposed Organization Chart**, reflects the recommended changes in the organizational structure to accommodate the increased staffing level including the addition of a Department Lead to manage the additional staff.

Table 3: Proposed Organization Chart



History

The residents of Black Diamond used individual on-site septic systems from the 1860s when Black Diamond was settled until the mid-1980s. In the 1960s, the City initiated plans for the first public sewer system after public health concerns arose from approximately 500 failing septic systems. Several studies were completed between 1970 and 1981, and in 1981, the City accepted a sewerage plan which included a city-wide collection system and an aerated lagoon treatment plant. Construction of the collection system and treatment plant was mainly accomplished between 1981 and 1983 with an EPA Innovative and Alternative grant.

After a substantial commitment had been made to the treatment plant project and the original plant design, the City was informed that the permits necessary to construct the marsh portion of the treatment plant could not be obtained. The facility was redesigned and included a natural marsh, which was classified as “innovative” technology by the Environmental Protection Agency (EPA) and was funded through an EPA grant. In 1984, it was determined that the natural marsh was not operating efficiently and was causing intense algae blooms downstream in Lake Sawyer. The EPA hired consultants to evaluate the situation, and it was concluded that the natural marsh system had failed to remove phosphorus as designed. DOE then ordered that the treatment plant be upgraded or the outfall to Rock Creek (which drains to Lake Sawyer) be abandoned. The situation was again evaluated, and it was recommended that the City abandon the improperly functioning treatment plant and construct a connection to the King County WTD system through Soos Creek Water and Sewer District, funded by a Modification or Replacement Grant from EPA and DOE. This connection was constructed in 1992, and the treatment plant was taken out of service later that same year.

In 2010, the City approved an ordinance authorizing the development of two major Master Planned Developments: currently known as Ten Trails and Lawson Hills. As a part of the Development Agreement, utility service was planned, and preliminary project designs used the planned utility service scenario as the basis for entitlement and construction.

Under the previous planning scenarios, King County would provide sewage conveyance capacity as needed by the City using a combination of peak-flow detention (equalizing storage), pump system upgrades and interceptor pipe upgrades. A variety of planned improvements have been studied by King County over the years. A critical part of the previous planning efforts included an assumption that all of the future development in Black Diamond (both in-fill and MPD development) would eventually discharge to the Jones Lake Lift Station and be pumped to the Lake Sawyer Road Interceptor.

Several years ago, in conjunction with utility planning and permitting, a Lift Station was constructed in the Ten Trails portion of the approved MPD development (the Ten Trails Lift Station), and that lift station collects sewage from a majority of the Ten Trails MPD entitlement and pumps it directly to the County Interceptor in Lake Sawyer Road. This fundamentally changed the future sewer capacity planning needs since the Jones Lake Lift Station will no longer be used to pump ALL of the sewage for the Black Diamond service area. Instead, sewage from the West Basin, and much of the sewage from the Rock Creek basin will discharge directly to the King County Interceptor pipe in Lake Sawyer Road, either directly or via force main.

Service Area - WAC 173-240-050 (3)(c)

The City of Black Diamond's existing sanitary sewer service area consists of all areas within the Urban Growth Boundary, except for an area around Lake Sawyer that is served by the Soos Creek Water and Sewer District. See **Figure 3: Sewer Service Area Boundary**. There are no proposed changes to the City's Sewer service area.

Location

The City of Black Diamond is located approximately 30 miles southeast of Seattle, Washington. The Black Diamond community was established in 1880 and developed as a coal mining town over the next fifty years. Black Diamond was incorporated as a city in 1959. The City is located along State Route 169, just west of the Cascade Mountains as shown in **Figure 1: Location Map**.

Figure 1: Location Map



Adjacent Sewer Service Providers

Soos Creek Water and Sewer District is the only adjacent sewer service provider. A portion of the Soos Creek service area is shown in **Figure 3: Sewer Service Area Boundary**.

The Soos Creek Water and Sewer District has been serving south King County since 1939. Formerly Water District 58 and Cascade Sewer District, the two merged in 1987. The Soos Creek Water and Sewer District encompasses over 35 square miles and provides water and sewer service to almost 100,000 people in southeast King County. The sanitary sewer system includes 28 pump stations. The sewer system conveys wastewater to the King County facilities in Kent and ultimately to the King County Wastewater Treatment Plant in Renton for treatment and disposal.

Soos Creek not only provides sewer service inside the city limits, but they also convey sewage to King County METRO for treatment.

Sewer Coordination Agreements

King County - The City of Black Diamond entered into an agreement with King County WTD (then known as Metro) on September 12, 1990, to provide for regional conveyance and treatment of all sewage from Black Diamond after the failure of the City's treatment plant that discharged into the Rock Creek core wetland complex. The abandonment of the City sewage treatment plant and connection to the King County regional sewer system was funded by a DOE grant and an EPA grant. The agreement specifies that the City owns and King County operates, maintains, repairs, replaces, and improves as needed the Black Diamond Pump Station at Jones Lake and the force main to Lake Sawyer Road SE and the sewage trunk line that runs from the City to the Soos Creek Sewer District System. The City's agreement with King County runs until July 2036. A copy of the interagency agreement between the City and King County WTD and amendments thereto is included in Appendix K – King County Metro Agreement for Disposal.

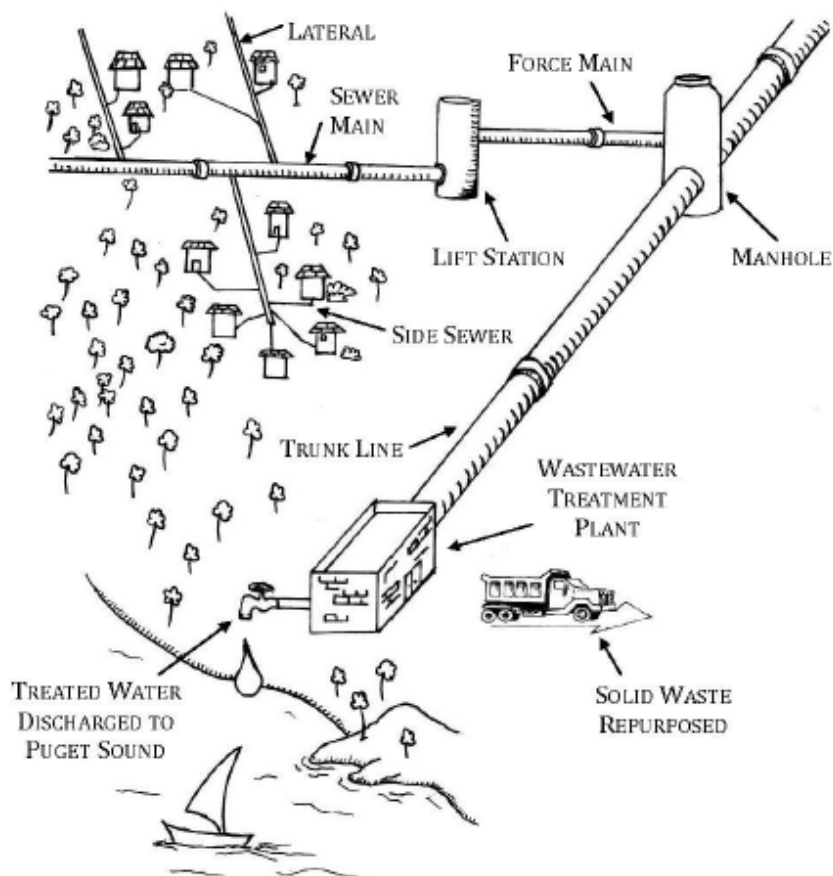
Soos Creek - The City of Black Diamond entered into an interagency agreement with the Soos Creek Water and Sewer District on September 5, 1990, to relay Black Diamond sewage to the King County Wastewater Treatment Division facilities, and it was later amended on April 21, 1999. The agreement and the amended agreement are included in Appendix L – Soos Creek, King County, Black Diamond: Conveyance of Black Diamond Wastewater Flows. The agreement was entered into after the failure of the City's treatment plant, and the agreement outlines that the Soos Creek Water and Sewer District will provide for the conveyance of Black Diamond Wastewater Flows through City facilities to the King County regional collection facilities.

King County/Soos Creek - In 2006, King County entered into an agreement with the Soos Creek Water and Sewer District, assuming Black Diamond's obligations to Soos Creek Water and Sewer District, for wheeling of sewage through the Soos Creek system (see Appendix L – Soos Creek Agreement for the Conveyance of Sewage). In 2019, the District entered into a second agreement with King County to continue to use the District conveyance facilities to convey regional wastewater flows from Black Diamond. This 2019 Agreement terminated the previous 2006 Conveyance Agreement between the two parties. In July of 2010, King County did in fact assume the Black Diamond obligations to Soos Creek for sewage conveyance.

Typical System Components

There are many parts and pieces that go into making a wastewater system function smoothly-- starting at the customer, through collection, treatment, and discharge into Puget Sound (shown in **Figure 2: Typical System Components**). This section provides descriptions of the various components within the City's system, including their purposes and functions, and why they are important parts of the system.

Figure 2: Typical System Components



Collection Facilities (Side Sewer, Lateral, and Collection Sewer Lines)

A side sewer line is a private line that collects wastewater from individual customers and transports it to City-owned lateral sewer lines. Side sewers are typically on private property, while laterals are generally located within the public right-of-way or easements. The lateral line takes the wastewater from a single, or multiple customers and transports it by gravity to the City's conveyance system. Side sewers are a minimum of four inches, while lateral lines are a minimum of six inches in diameter.

Conveyance Facilities (Main and Trunk Sewer Lines)

Main lines are the second-largest pipes within a wastewater system and are used to transport wastewater from the collection facilities to lift stations and trunk lines. Sewer main lines make up the “branches” of the wastewater system and are a minimum of eight inches in diameter.

Trunk lines are the largest pipes in a system and have very few connections in them in order to limit infiltration and inflow. They are used to transport wastewater from collection facilities to wastewater treatment facilities. Trunk lines are analogous to the “trunk” of a tree and are 10 inches in size and larger.

Drainage Basins

A drainage basin is a geographic area defined by the topography of an area, with the highest elevations at the edges and sloping down to a lower point. Drainage basins are used in the City to maximize the use of gravity-flow sewers to as many customers as possible. Topographic considerations are important because the use of lift stations and force mains to overcome large elevation changes can quickly become cost-prohibitive and increase operation and maintenance costs. The four drainage basins are shown in **Figure 4: Sewer Basin and Sub-Basin Boundaries.**

Jones Lake - The Jones Lake Basin includes most of the historic city, generally occupying the central lowland area west of Lawson Hills. This area drains to the Jones Lake Lift Station, the Morganville Lift Station, and the Diamond Glen Lift Station. The Diamond Glen and Morganville Lift Stations pump to the collection system that eventually drains back to the Jones Lake Lift Station. The Jones Lake Lift Station pumps to the King County interceptor in Lake Sawyer Road.

East Black Diamond Basin – The East Black Diamond Basin includes Lawson Hills to the east of the Jones Lake Basin. This area is sparsely developed but is within the Lawson Hills Development Agreement and development is regulated by that agreement. Most of this area will include new wastewater facilities as the area develops under the MPD, and this area will discharge either to the King County Interceptor in Lake Sawyer Road via a new Palmer Lift Station or to the existing Jones Lake Lift Station. The Lift Station is tentatively located in the Palmer Gravel pit as shown on the Basin Map. The eventual discharge location will depend upon the timing of development in Lawson Hills and the completion of Pipeline Road. If Pipeline Road is available for the construction of an interceptor pipe, then Lawson Hills will discharge directly to the King County interceptor in Lake Sawyer Road. If the Pipeline Road alignment is not available, then Lawson Hills will discharge to the Jones Lake Lift Station and King County will need to increase capacity in the Lift Station.

Rock Creek Basin - The Rock Creek Basin includes the area to the north and west of the Jones Lake Basin. This area is sparsely populated and will likely be developed in the future under a Development Agreement. It is anticipated that most of this area will eventually drain to the new Palmer Lift Station.

West Black Diamond Basin – The West Black Diamond Basin includes the Ten Trails MPD development. This Basin drains to the Ten Trails Lift Station which discharges directly to the King County interceptor on Lake Sawyer Road. It is likely that the Ten Trails Lift Station will be abandoned in the future, and the Lift Station will be relocated to the west and south of the current Lift Station.

Force Mains

A force main is a pressurized sewer conveyance line, where wastewater is pumped through the pipe to a point where gravity can be used. Force mains typically begin at the discharge point of a lift station in order to convey wastewater to a higher elevation. City force mains are a minimum of four inches in diameter.

Infiltration and Inflow

Infiltration is groundwater or stormwater which enters the system through defective joints, manhole risers, or broken pipes. Infiltration typically occurs where the groundwater level is higher than the pipe. Inflow is water that enters the system from an inappropriate connection, such as a roof drain or storm drainage facilities. Together, infiltration and inflow (known as I/I, I&I or I and I) dilute the wastewater and can cause the system to exceed its designed conveyance capacity. In many systems, peak flows consist of more than 50% I/I rather than sewage, so this can be a major factor in the sizing of pipes.

Lift Station

A lift station is used to raise wastewater to a higher elevation. Sewer lines normally flow by gravity, but in locations where the pipe would be too deep to access safely or is below its intended delivery point, then a lift station is used to “raise” the wastewater. Wastewater fills a “wet well,” or storage area, within the lift station. Once the level reaches a certain height, the wastewater is pumped through a force main to a gravity-fed line.

On-Site Septic Systems

13 on-site septic systems remain in the service area and these systems are “left-overs” from a previous project to eliminate all on-site septic systems. In accordance with City policy, these on-site systems will be abandoned and the attendant residential services will be connected to the City-owned collection system when these properties are redeveloped or if the septic systems fail.

System Overview— WAC 173-240-050(3)(d)

The City’s wastewater system currently has four basins served by six lift stations and over 25 miles of pipe. The following sections describe major system components which are summarized in **Table 4: Major System Components**. Major facilities are shown in **Figure 5: Pipelines and Major Sewer Facilities**.

Table 4: Major System Components

ITEM	
<i>Gravity Mains</i>	<i>28 miles</i>
<i>Force Mains</i>	<i>3.3 miles</i>
<i>Manholes</i>	<i>485</i>
<i>Lift Stations</i>	<i>5</i>
<i>Jones Lake Basin</i>	<i>905 acres</i>
<i>Rock Creek Basin</i>	<i>750 acres</i>
<i>West Black Diamond Basin</i>	<i>1,625 acres</i>
<i>East Black Diamond Basin</i>	<i>433 acres</i>
<i>Current Service Area</i>	<i>693 acres</i>

Sensitive Areas

The Black Diamond Municipal Code Chapter 19.10 establishes regulations for development in environmentally sensitive areas. Specific information on the location and extent of sensitive areas within the City can be obtained from the City while sensitive area information for other areas is available from King County.

Environmentally sensitive areas include wetlands, fish and wildlife habitat conservation areas, and geologically hazardous areas. Geologically hazardous areas include areas that are not suitable for development due to their susceptibility to erosion, sliding, earthquake, or other geological events. Fish and wildlife conservation areas within the City include Rock Creek and Ginder Creek corridors, open water ponds, lakes, and riparian forests. Geologically hazardous areas include steep slopes and past coal mine working areas.

Mining Activity

There are many abandoned, underground mines present in the Black Diamond area that have been documented by the State. The John Henry Coal Mine adjacent and northeast of the city is still under permit but has been inactive for over 10 years. The mining company is now under an order to proceed with mine reclamation activities. Projects located in the vicinity of abandoned coal mines may require geotechnical evaluation to determine the risks that an abandoned underground coal mine might present.

Climate

Annual precipitation ranges from 45 to 70 inches, averaging approximately 55 inches. More than 80% of the precipitation occurs from October through May and 50% from November through February. Total evaporation averages approximately 25 inches per year with approximately 75% occurring during the months of May through August. Precipitation and evaporation were measured at the Landsburg weather station located approximately five miles north northeast of the City of Black Diamond.

Available temperature data is also from the Landsburg weather station. Low temperatures in December and January average 30° to 33° F and the highs range from 41° to 46° F. In July and August, the average low temperature is approximately 50° F and the high is 75° F. The lowest recorded temperature from 1976 to 1993 was 0° F in February 1989 and the highest recorded temperature was 102° F in August 1981 and May 1983.

Surface Waters

The City's service area lies within the Duwamish/Green River drainage basin. A number of lakes, wetlands, and creeks lie within the service area. Black Diamond Lake and Jones Lake are located in the southern part of the City limits. Ginder Lake and Lake No. 12 are located east of the City limits. Two smaller lakes, Oak Lake and Frog Lake, are located within the western part of the City limits. Lake Sawyer is one of the largest lakes in terms of size and volume in the Green River basin, and it discharges to Covington Creek which in turn discharges to Big Soos Creek. The Big Soos Creek flows into the Green River near the City of Auburn. The lake levels of Lake Sawyer are controlled by a privately owned and operated concrete dam near the intersection of SE 296th Street East and 224th Ave SE.

Rock Creek is the principal drainage basin in the City and flows west from the Jones Lake area and then north to Lake Sawyer just west of Morganville. Ginder Creek, Lawson Creek, and three smaller tributary creeks drain into Rock Creek.

Topography

The City is situated on an upland plateau bounded on the south and southeast by the Green River and on the northeast by the Cascade Range. Depressions and hummocks characterize the rolling glacial terrain.

The Black Diamond Sewer Service area is divided from the northwest to the southeast by Rock Creek and the Rock Creek core wetland complex. The area northeast of the Rock Creek drainage rises significantly and can easily be served by gravity to the low area (in the Palmer Coking Coal Company (PCC) gravel pit) dividing the City's sewer service area. The area to the southwest of the Rock Creek Drainage system gently rises to an upland plateau with high elevations of around 600 to 770 feet. Between the gentle rises in the plateau are depressions that limit the gravity collection of sewage from this area to the Rock Creek area or to the Jones Lake area. The low point nearest the largest developable area of land is on the western boundary of the sewer service about one-quarter mile north of the southwest corner of the city. Elevations within the existing City limits vary between approximately 500 feet at Morganville to 1,000 feet at the eastern perimeter. Most of the development within the City is located at lower elevations, between approximately 500 and 700 feet.

Topography is shown in **Figure 8: Service Area Topography**.

SEPA Compliance and Approval Process

A SEPA Checklist has been prepared for this General Plan and is presented in Appendix F. It is anticipated that this proposed General Plan will not have a probable significant adverse impact on the environment and that an environmental impact statement (EIS) will not be required.

Some of the projects proposed herein will require SEPA checklists and an engineering determination will be made with each individual project.

This General Plan includes a review by adjacent utility systems. It has also been reviewed and approved by the King County Utilities Technical Review Committee and the Department of Ecology. All comments are included in Appendix E, Agency Comment Letters, and Responses.

Programmatic SEPA Checklists, like the one included in this plan, are not appealable by Code (Section 19.04.260).

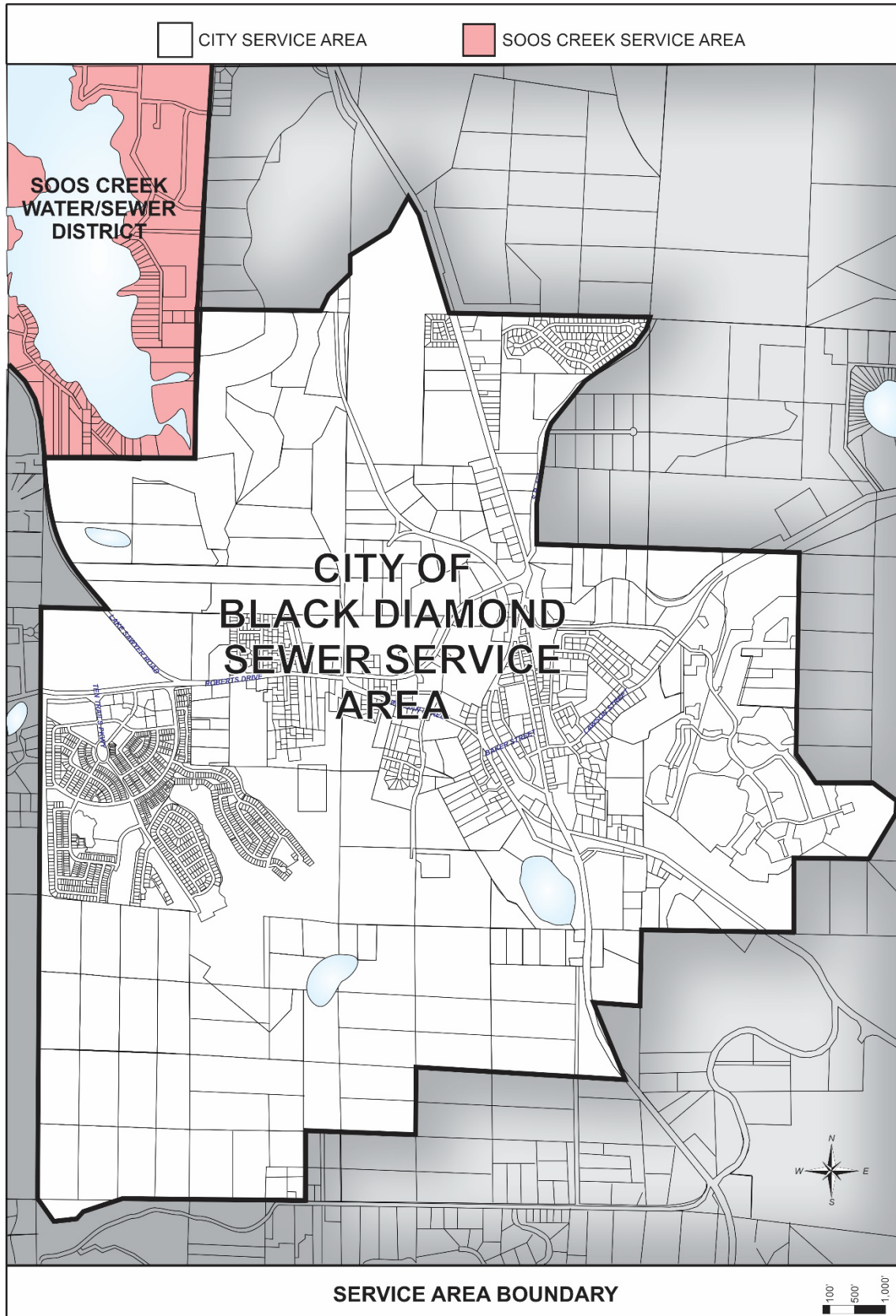
Figure 3: Sewer Service Area Boundary

Figure 4: Sewer Basin and Sub-Basin Boundaries

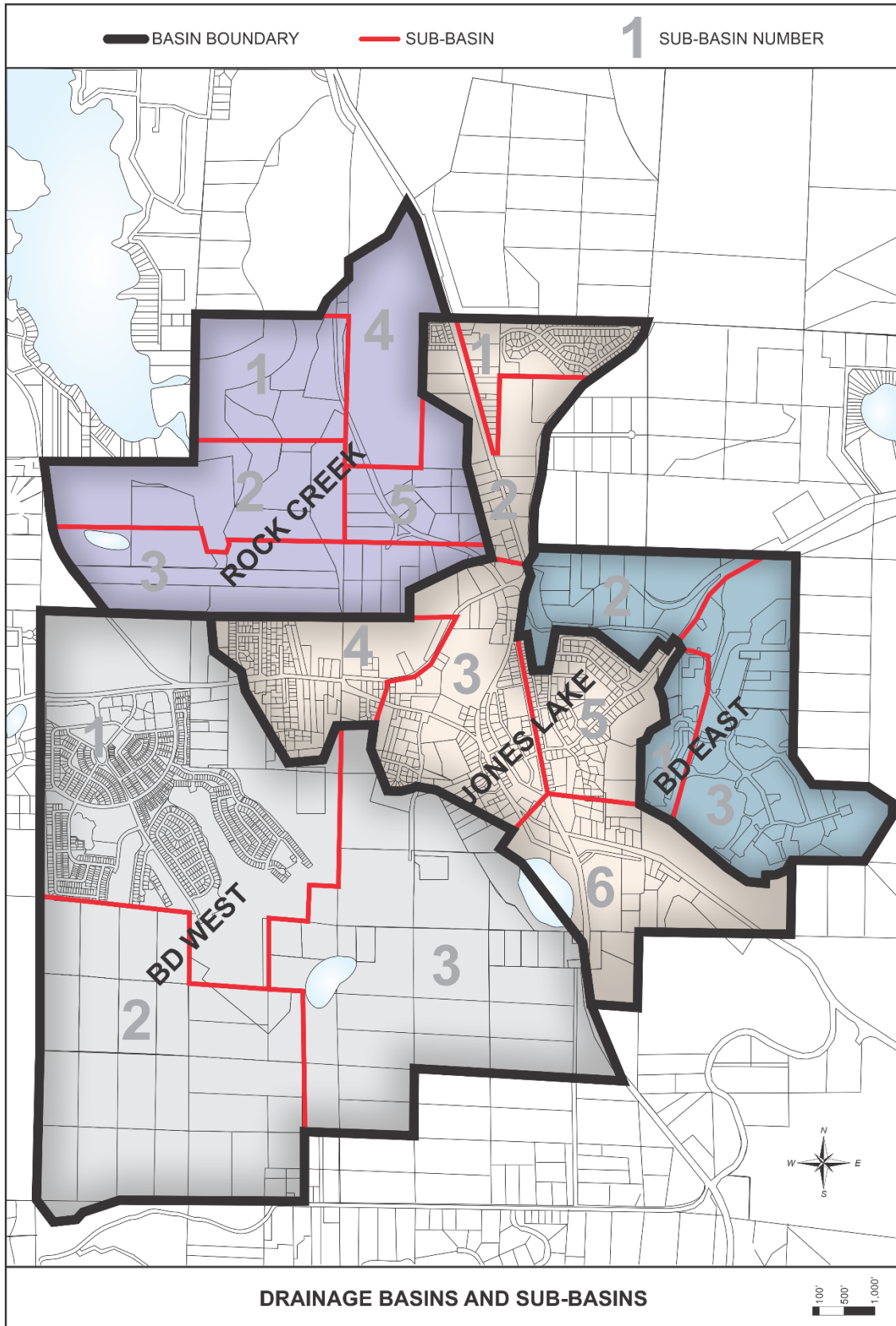


Figure 5: Pipelines and Major Sewer Facilities

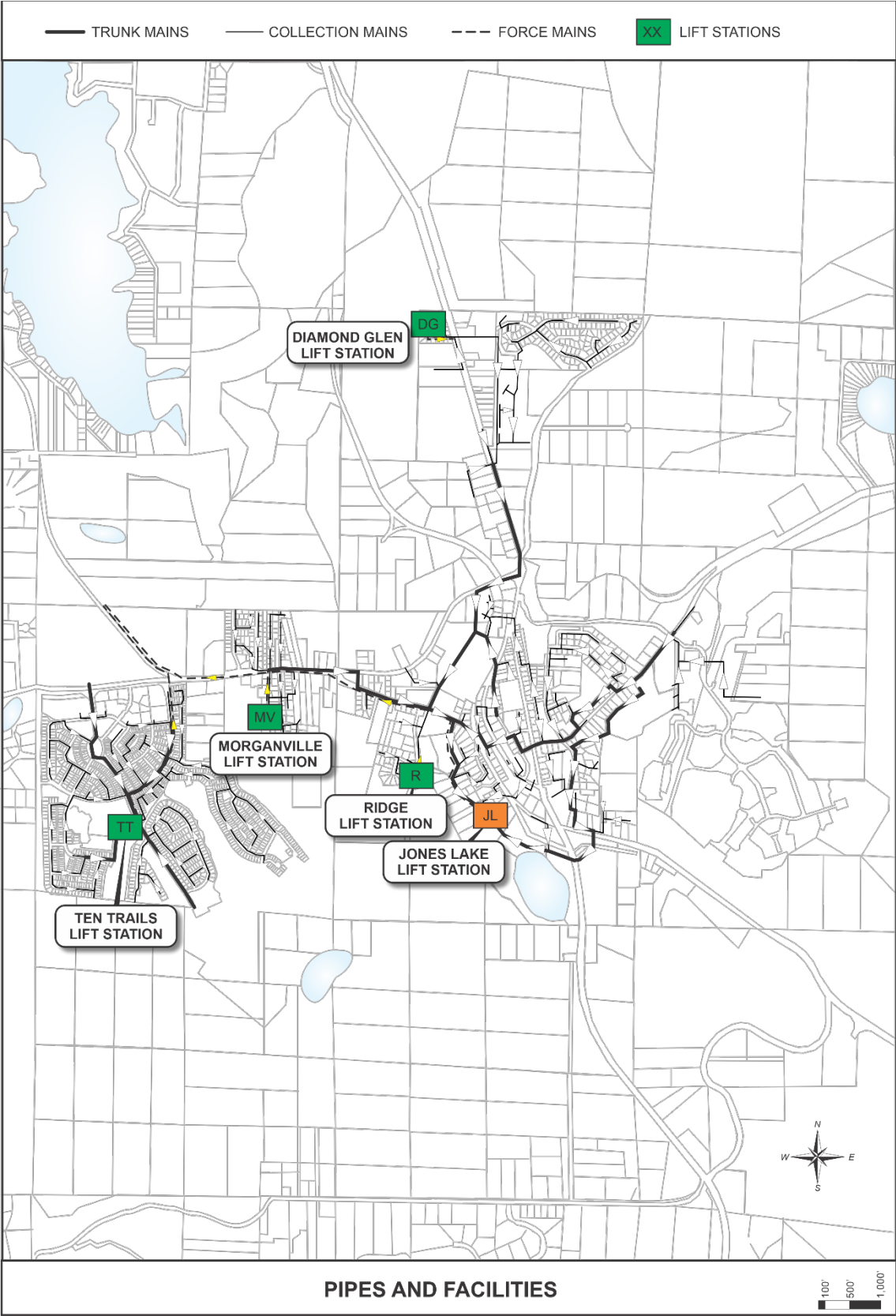


Figure 6: Pipelines and Major Sewer Facilities with Flow Direction

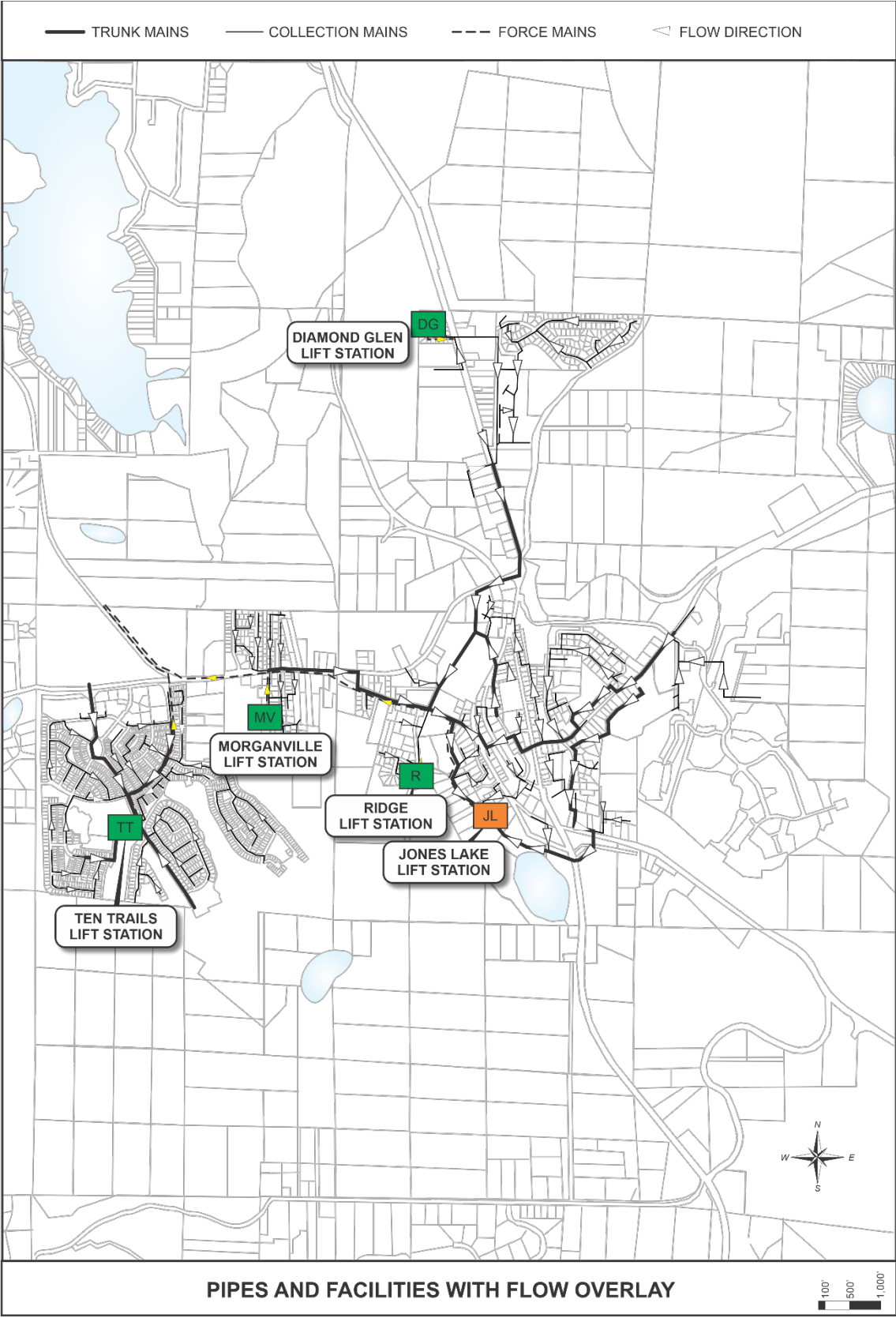


Figure 7: Pipelines and Major Sewer Facilities with Potable Well Locations

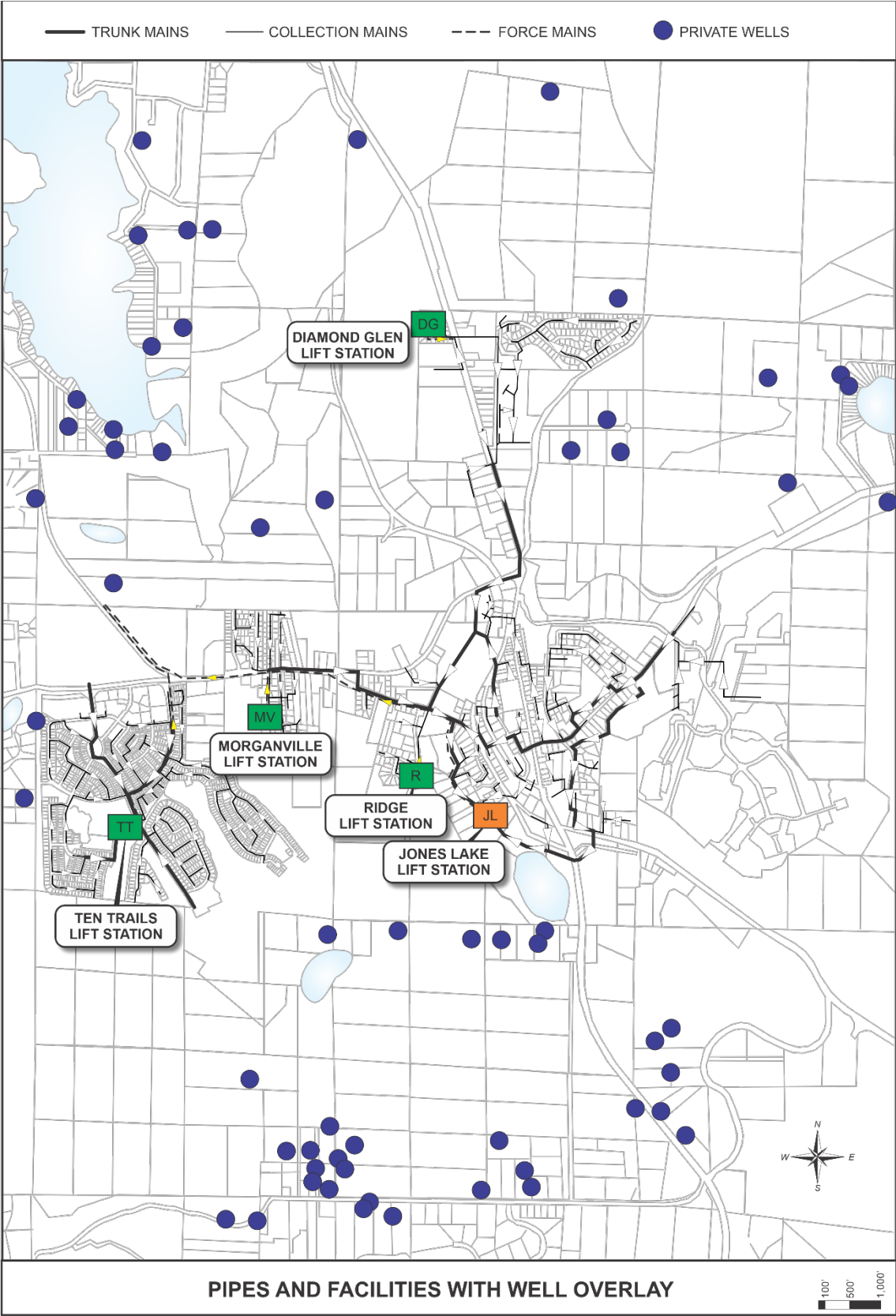


Figure 8: Service Area Topography

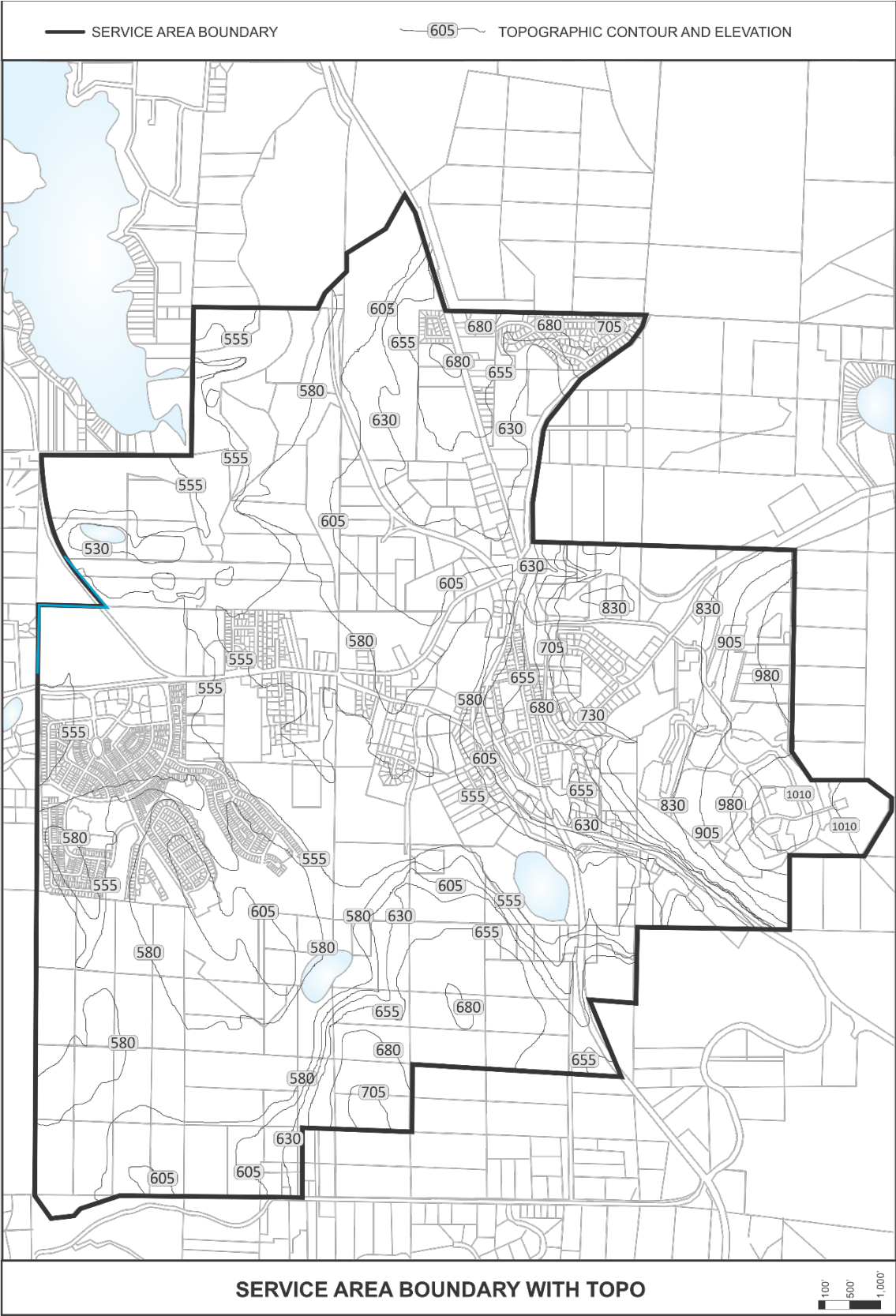
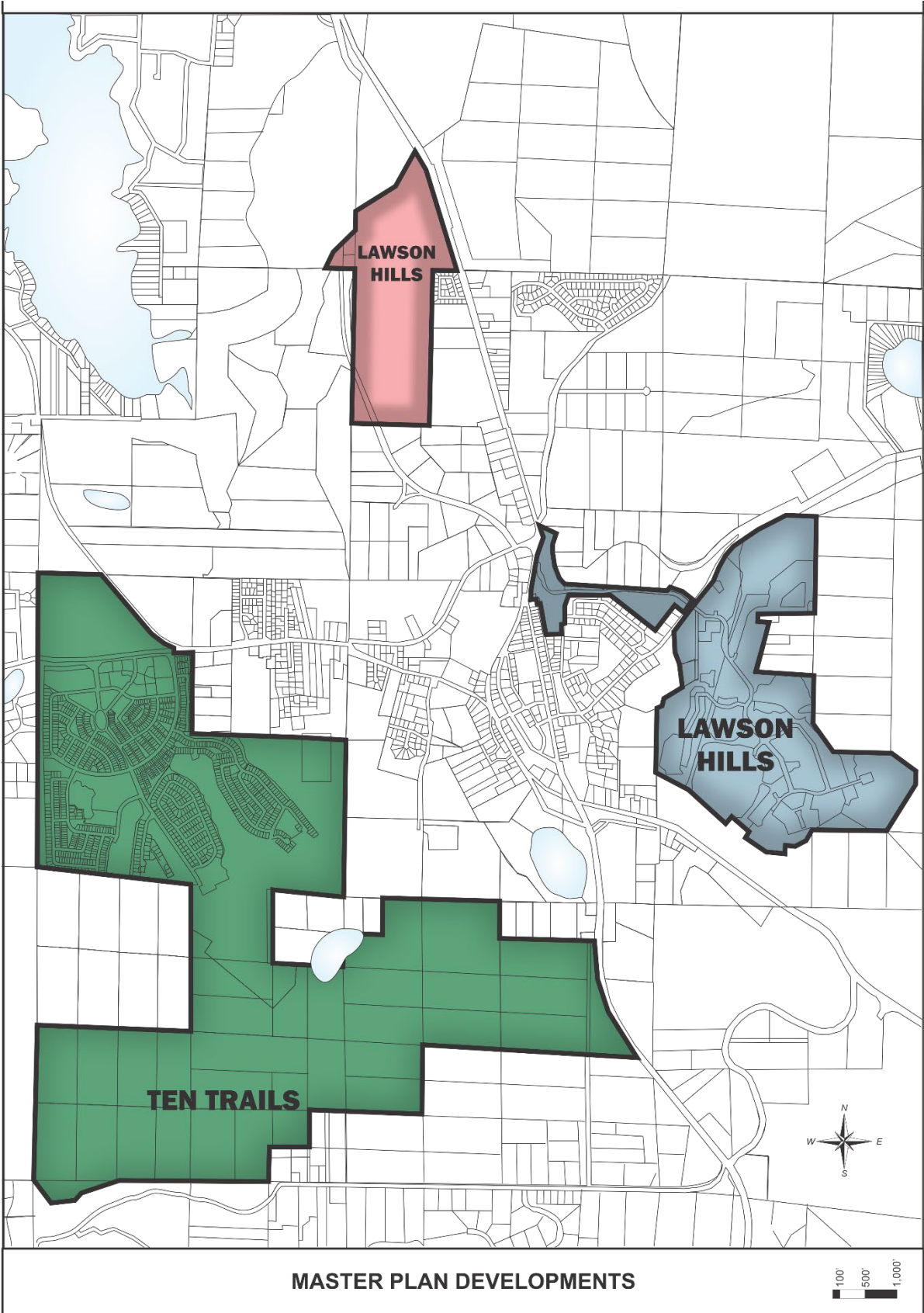


Figure 9: MPD Projects



ADJACENT SYSTEMS AND PLANNING POLICIES

2

2. ADJACENT SYSTEMS AND PLANNING POLICIES

The City's program to deliver wastewater to our customers has been developed over many years in the context of various agreements, plans, and policies that address water supply and land use in the City service area. This chapter describes key agreements and plans and summarizes the City's sewer service policies.

PLANNING CONTEXT AND RELATED PLANS

Land use planning and the provision of water and sanitary sewer services are closely connected. In many parts of the world, wastewater treatment is a rare commodity that impacts a community's overall health, education, and economic growth. Through appropriate, timely, and coordinated efforts, the City and other regional agencies can ensure the provision of wastewater collection and conveyance for the projected population.

Washington State has established requirements for the contents of a General Sewer Plan under the Washington Administrative Code (WAC) 173-240-050. WAC 173-240-050(3)(e) requires wastewater collection and treatment providers to demonstrate that the system will be able to address present and future wastewater needs in a manner that demonstrates the "concurrence of any applicable local or regional planning agencies." In practice, the City must ensure that enough capacity is provided for areas of expected growth in a timely manner through adequate planning.

Consistency with regional planning is ensured through a series of reviews prior to Plan approval and implementation. These reviews, and their attendant edits, occur as follows:

- Step 1 – After internal staff review, the first draft plan is presented to the Black Diamond Planning Commission,
- Step 2 – After Commission comments and discussion, the first draft plan is sent to Ecology for review. Ecology edits are incorporated into a second draft plan and a SEPA determination is made,
- Step 3 – After Ecology edits, the second draft plan is sent to King County (UTRC) and Soos Creek Water and Sewer District for review. The UTRC and Soos Creek edits are incorporated into a third draft,
- Step 4 – Draft 3 is sent to the City Council for review and approval. This may occur over the course of multiple meetings,
- Step 5 – the City-approved Plan is sent to King County (UTRC) for submittal and subsequent approval by the King County Council under RCW 57.16.010 and Chapter 13.24 of the King County Code.

Washington State has also established goals and requirements in relation to the 1990 Growth Management Act (GMA), under Revised Code of Washington (RCW) Chapter 36.70A. Three goals of the GMA directly impact system planning in the City:

- a. Consistency between land use and utility plans.
- b. Focus growth in urban areas to reduce sprawl, and
- c. Ensure adequate public facilities and services are available or provided at the time of development (known as “concurrency”) to ensure health, safety, and high quality of life.

The GMA further prohibits development when public facilities and services cannot be provided or maintained at an acceptable level of service (RCW 36.70A.100).

All the City’s service area is within the GMA. Urban growth is limited beyond this boundary by restrictions. All the City’s service area is within the Urban Growth Area (UGA). Urban growth is limited beyond this boundary by restrictions on provision of sanitary sewer service, ensuring that higher-density growth is in areas already served or readily served by public facilities and services adequate for such development. There are exceptions to the provision of sewer service outside the UGA and these are specifically contained in King County Code 13.24.134. This would most likely impact Black Diamond under the “failing septic system” exceptions. Any requests for service outside the UGA will be reviewed and approved by Council.

To complete such coordination, the City’s Plan must be consistent with King County’s land use planning efforts. As a County with a history of continuous growth, King County’s efforts must in turn be consistent with the GMA. The County incorporates population projections developed by the Puget Sound Regional Council (PSRC) into its own planning efforts. PSRC is an association of cities, towns, counties, ports, and state agencies responsible for developing regional comprehensive plans and population forecasts.

Recent analyses by the PSRC do not accurately include the Master Plan Developments that are approved and under construction within the City. As a result, the PSRC population projections do not match the expected growth rates projected by City staff. For the remainder of this General Sewer Plan, the City’s own population projections will be used, not the projections from PSRC. Staff believes this plan is consistent with the state requirements for coordination, even though the population projections in this Plan do not match the PSRC data. For a more complete discussion of this topic refer to the City Comprehensive Plan.

RELATED AGREEMENTS

KING COUNTY WASTEWATER TREATMENT DIVISION

The City of Black Diamond entered into an agreement with King County WTD (then known as Metro) on September 12, 1990, to provide for regional conveyance and treatment of all sewage from Black Diamond after the failure of the City’s treatment plant that discharged into the Rock Creek core wetland complex. The abandonment of the City sewage treatment plant and connection to the King County regional sewer system was funded by a DOE grant and an EPA grant. The agreement specifies that the City owns and King County operates, maintains, repairs, replaces, and improves as needed the Black Diamond Pump Station at Jones Lake and the force main to Lake Sawyer Road SE and the sewage trunk line that runs from the City to the Soos Creek Sewer District System. The City’s agreement with King County runs until July 2036. A copy of the interagency agreement between the City and King County WTD and amendments thereto is included in Appendix K – King County Metro Agreement for Disposal.

SOOS CREEK WATER & SEWER DISTRICT

The City of Black Diamond entered into an interagency agreement with the Soos Creek Water and Sewer District on September 5, 1990, to relay Black Diamond sewage to the King County Wastewater Division facilities, and it was later amended on April 21, 1999. The agreement and the amended agreement are included in Appendix L – Soos Creek Agreement for the Conveyance of Sewage.

The agreement was entered into after the failure of the City’s treatment plant and the agreement outlines that the Soos Creek Water and Sewer District will provide for the conveyance of Black Diamond Wastewater Flows through District facilities to the King County regional collection facilities.

KING COUNTY / SOOS CREEK AGREEMENT

In 2006, King County entered into an agreement with the Soos Creek Water and Sewer District, assuming Black Diamond’s obligations to Soos Creek Water and Sewer District, for wheeling of sewage through the Soos Creek system (Appendix L – Soos Creek Agreement for the Conveyance of Sewage). In July of 2010, King County did in fact assume the Black Diamond obligations to Soos Creek for sewage conveyance. With King County taking over Black Diamond’s obligations to the Soos Creek Sewer District for the conveyance of Black Diamond Flows to County facilities in July 2010, the implications of Black Diamond’s agreement with Soos Creek are largely irrelevant. As a housekeeping and clarity measure, the City will amend its agreements with King County and Soos Creek to reflect the current operation, practice, and agreement between Black Diamond and Soos Creek Water and Sewer District.

POLICIES

The City has sewer policies, documented by Council resolutions and the adoption of this General Sewer Plan, covering a variety of topics. The policies include topics such as:

1. Customer Service
2. Planning
3. Service Area
4. Financial
5. Facility
6. Operations

The applicable policies are listed below: Highlighted policies represent new or revised policies not found in the previous General Sewer Plan.

Customer Service Policies

1. 1 Sewer facilities and sewer service shall be consistent with the concepts in the General Sewer Plan – 2023.
1. 2 All new development and all redevelopment within the sewer service area must connect to a sanitary sewer that is owned by the City.
1. 3 The City shall actively act and promote the connection of all properties to the public sanitary sewer system.
1. 4 Public sewer service shall not occur in Rural Areas or in Natural Resource Areas.
1. 5 Sanitary Sewers and all their appurtenances shall be constructed, or deferred through a suitable bond, prior to Final Plat approval. Occupancy shall be deferred until the sewers are complete, tested, accepted, and operational.

1. 6 The City, at the discretion of the Public Works Director, may defer improvements necessary to provide sanitary sewer service to existing customers as long as there is surety for future connection and the interim sanitary sewer service is at least as safe and reliable as the public sewer system.
1. 7 After connection to a public sewer system, any previous private facilities shall be permanently abandoned and filled with suitable material.

Planning Policies

2. 1 Sewer facilities shall be consistent with the growth and development concepts in the Land Use Element of the Comprehensive Plan and any approved Master Planned Development Ordinances.
2. 2 Sanitary sewer standards shall be applied uniformly throughout the City.
2. 3 Sewer system improvements supporting areas of the City projected to experience high levels of growth (MPDs for example) shall be prioritized to ensure that service is concurrent with growth.
2. 4 Timely and orderly sewer system extensions should be provided within the City's existing and future service area to meet public health objectives.
2. 5 Implementation and coordination of programs for the improvement, phasing, and financing of sewer infrastructure should be developed consistent with the Land Use Element of the Comprehensive Plan.
2. 6 Approval of development should be conditioned on the availability of adequate sewer service and should not result in a decrease in existing levels of service for existing development.
2. 7 All new development shall be required to pay their share of the impacts or construction costs (or both) for the necessary improvements (to meet code, standards, and policy).
2. 8 Sewer service should be expanded so that current levels of service are maintained through the buildout of the adopted land use.
2. 9 Continue coordination with King County Waste Treatment Division and Ecology for the adoption and implementation of I/I reduction programs. Any capacity that is generated from I/I reduction, which is achieved through the rehabilitation or improvement of facilities, is the sole property of the City and may be used in lieu of facility improvements at the discretion of the Public Works Director.
2. 10 Facilities should be planned and sized to serve the natural drainage basins to minimize the need for pumping and inter-basin transfers (a "gap" in development is not an adequate basis for pumping facilities or under-sized facilities).
2. 11 Projected sewage flows from development shall be calculated based on adopted land use plans and policies. Oversizing may be approved when the cost and impact (including O&M) of the oversized facility are borne by the developer and the excess capacity is deeded to the City.
2. 12 Trunk mains (shown in **Figure 5: Pipelines and Major Sewer Facilities**) may be oversized from that needed to support current or pending development based on anticipated saturation flows in the Land Use Element of the Comprehensive Plan. The City may elect to participate in funding the oversized portion of the facility. When the City does not participate in the oversizing costs the developer may oversize the facility and request a Latecomer's Agreement from the City. Local collection pipelines may not be oversized but will be sized to support the existing development.

2. 13 Any treated wastewater that is legally allowed to be used as reclaimed water under state or local laws or standards that originates from Black Diamond shall be the property of the City. The City may use any reclaimed water for stream flow enhancement, irrigation in public spaces (parks, rights-of-way), or groundwater injection at its discretion.

Service Area Policies:

3. 1 Ensure the availability of an adequate level of sewer service through system planning that is consistent with the Land Use Element of the Comprehensive Plan.
3. 2 As the in-city service provider, the City shall be the focal point for all service discussions even those regulations that do not originate in the city (County, state, federal). No sewer service shall be planned or extended without the involvement and approval of the Public Works Director.
3. 3 When areas outside the city are annexed, they must be provided with an adequate level of sanitary sewer service. The city will not serve annexed areas with substandard service.
3. 4 Areas annexed with existing sewer service must meet the City's sanitary service objectives. Upgrades that are necessary to meet this objective shall be done by others prior to annexation but not via an LID.
3. 5 All new development and all redevelopments shall be served by public sewers (unless the application of this policy on an individual single-family lot would deny all reasonable use of the lot). Any exemptions granted under this provision must be maintained by the lot owner (King County Comp Plan Policy F-255).
3. 6 Different per-Unit Flow rates may be used for planning and design purposes for areas that have been demonstrated, through an appropriate engineering study, to have different, repeatable, and predictable flow rates.

Financial Policies:

4. 1 The Wastewater Utility shall be operated as an enterprise utility (financially self-supporting).
4. 2 The Wastewater Utility shall use rate-setting policies consistent with standards applied by the American Public Works Association.
4. 3 The Wastewater Utility shall use cost-based rates and additional charges that recover the current, historical, and future costs associated with operating and maintaining the sewer system.
4. 4 The City will develop rates and fees that equitably distribute customer costs commensurate with the benefit.
4. 5 A portion of the income from rates shall be used to fund Capital projects and cover any debt costs.
4. 6 New customers that connect to or use any portion of the existing system shall be charged a connection fee that covers a portion of the costs of the existing system and contributes to Capital Projects (a development that is regulated by a Development Agreement may be exempt from these fees under the Development Agreement).
4. 7 Customer connections that require extraordinary facilities or features shall pay an equitable share of those extraordinary costs. Income from these fees shall be used to fund O&M.

4. 8 The Utility shall maintain information systems and records to ensure conformance with the policies and fees charged.
4. 9 Customer charges and rates shall be sufficient to cover the operating costs of the utility, to fund a share of the projected Capital expenses. O&M costs shall be covered 100% by rates. Capital expenses or expense financing shall be covered 50% by rates, minimum.
4. 10 A working Capital Reserve shall be maintained to cover emergencies, bad debts, and fluctuations in cash flow and shall be maintained at \$200,000.
4. 11 Utility rates shall be the same for each customer class (residential, commercial, industrial) regardless of geographic location inside the City.
4. 12 Capital Facility Charges shall be charged on an ERU basis as follows: 1 single-family unit= 1 ERU, 1 multi-family unit = 0.67 ERU, 1 Accessory Dwelling Unit = 0.67 ERU, 1,200 sf of commercial space = 1 ERU.
4. 13 Single-family rates shall be the same regardless of the housing type or the housing size. Commercial rates include a capacity charge based on water usage.

Facility Policies:

5. 1 New utilities shall be in rights-of-way and established utility corridors where possible.
5. 2 All public lift stations shall have SCADA connections consistent with the then-current SCADA system.
5. 3 Private sewer facilities shall be constructed to the same standards as public facilities and all design standards shall be compliant with the Black Diamond Engineering Design and Construction Standards.
5. 4 Private sewer facilities (pipelines and pumping facilities) are only allowed if they are located on the property they serve and they may not serve multiple units.
5. 5 No sewer service shall be provided until the appropriate sewer collection pipelines are extended across or through the full width of the property to the adjacent property.
5. 6 Property owners that oversize their facility to serve other properties may request a Latecomer's Agreement from the City.
5. 7 FOG facilities (fats, oils, grease) shall be provided for all restaurants, garages, and gas stations or on any new commercial properties where the zoning would allow a future conversion to those uses.
5. 8 The Public Works Director may allow deviations from the standards when it would be in the best interest of the public to allow such deviations.
5. 9 Sanitary sewer pipes shall be designed with a 1.50 factor of safety to accommodate changes in land use and deviations in calculating or anticipating saturation land uses and sewer flows.
5. 10 Lift Stations shall be designed with a 1.25 factor of safety to accommodate changes in land use and deviations in calculating or anticipating saturation land uses and sewer flows.
5. 11 No property shall be served by City sewer unless the main is extended to the extreme boundary limit of said property (through the owner's lot to the adjacent lot).

- 5.12 Sewer pipes may be installed at less than 0.5% slope only under consultation with the Public Works Director who may impose special and unique construction or testing requirements to enable the flat sewer without incurring excessive O&M costs.

Operations Policies:

- 6.1 System repairs and replacements shall consider, and be coordinated with, other symbiotic projects when possible. This includes safety-related activities and projects that improve environmental benefits to the community.
- 6.2 The City will strive to provide a safe and efficient space for all utility staff to work and operate.
- 6.3 The Wastewater Utility will develop and maintain a preventive maintenance schedule for all City wastewater facilities and equipment. The Council will support funding that allows the maintenance schedule to be realized.
- 6.4 The City will execute its required maintenance and repairs in a manner that minimizes safety risks and provides a uniform level of service to the customers. This may include the need to use overtime or contract labor.
- 6.5 Written O&M records shall be maintained for all equipment and facilities.
- 6.6 The property owner shall maintain the side sewer from the point of connection at the structure to the wastewater main including the side sewer and sewer stub (within the right-of-way). The owner will maintain and repair any blockages.
- 6.7 A Vulnerability Analysis has been performed for each basin and shall be maintained and updated by staff. Improvements and additions to the system shall not be approved or completed in a manner that diminishes the resiliency of the basin.
- 6.8 The Council shall support the funding of the wastewater utility at a level necessary to maintain adequately trained staff and to meet the Level of Service goals.
- 6.9 The utility shall strive to adopt and maintain service schedules and operations tasks that result in fewer than 3 collection system failures per 100 miles of pipe.
- 6.10 The utility shall strive to spend at least 75% of their maintenance hours and planned (preventative) maintenance.

PLANNING DATA AND DEMAND FORECASTS

3

3. PLANNING DATA AND DEMAND FORECASTS

In the wastewater service industry, forecasting demand as accurately as possible is central to the cost-effective, sustainable management of the wastewater collection system. A reliable forecast can help ensure that the City provides enough collection and conveyance capacity for residential, non-residential, and municipal uses while still allowing for growth and development. Using timely, accurate information also reduces the risk of under or over-investing in wastewater system infrastructure.

The purpose of this chapter is to explain what wastewater demand forecasting is, why forecasting is important, and how the demand forecast for the City is prepared. This chapter also examines existing wastewater flow data, future population and employment data, and other factors which affect demand.

PURPOSE OF DEMAND FORECASTING

To plan for future wastewater collection and conveyance capacity needs and their impact on the existing system, the City must determine how much wastewater is expected to enter the system. The City does this by evaluating the expected potable water demand against existing and projected sewer connections, rates of inflow (from stormwater) and infiltration (from groundwater) and estimated indoor vs. outdoor water use by customer category. The breakdown of water demand by customer category is also important for assessing the quality of water returning to the collection system; for example, the waste from a dental office or pharmaceutical manufacturer will be very different from residential wastewater. The resulting demand forecast informs decisions to upgrade or replace infrastructure as well as revenue forecasts for budgeting and setting rates. **Error! Reference source not found.**, provides an overview of how demand forecasting supports decision-making over the 20-year planning period and beyond.

Table 5 - Purpose of Demand Forecasting

FORECAST TYPE	TIME FRAME	PURPOSE
<i>Long Term</i>	<i>Decades</i>	<i>Future infrastructure sizing and capacity requirements.</i>
<i>Medium Term</i>	<i>Years</i>	<i>Determining system improvements. Infrastructure sizing and capacity.</i>
<i>Short Term</i>	<i>Months</i>	<i>Evaluating system condition. Forecasting revenue. Setting wastewater rates.</i>
<i>Daily</i>	<i>Days</i>	<i>Managing system operations and optimizing pumping at lift stations.</i>

More specifically, long-term forecasting aids planning for the collection and conveyance capacity needed 20-30 years from now, beyond the current planning period. Medium-term forecasts identify necessary system improvements to meet foreseeable changes, such as an increase in growth due to a change in land

use zoning. In the short term, the City is able to use known costs to set rates that are adequate to continue maintenance, operation, and capital improvements. On a daily basis, accurate forecasting can assist with operations, ensuring that the lift stations are operating safely and efficiently.

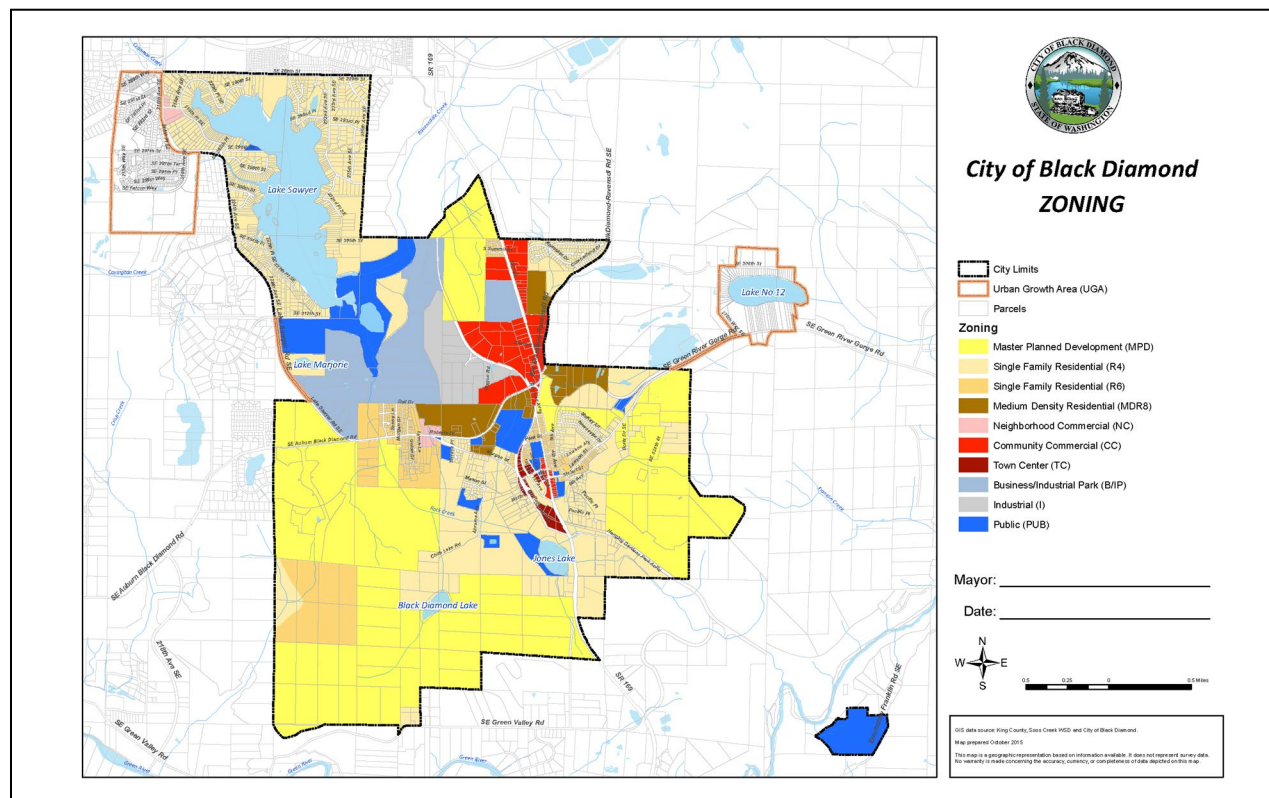
DEMOGRAPHIC DATA AND PROJECTIONS – WAC 173-240-050(3)(e)

Growth forecasting in the City is the responsibility of the Planning Department and is completed in conjunction with City-Wide Comprehensive Plan efforts and those efforts include coordination with PSRC and King County under the County-Wide Planning Policies. Over the last several years there have been discrepancies in the growth rates and growth targets proffered by each of the three organizations responsible for growth planning and regional cooperation (City of Black Diamond, PSRC, and King County). In order to provide prudent planning for new sewer services and in order to meet the City's obligations to provide sewer service under the various MPD Ordinances, this plan uses the most conservative growth values (and growth schedule) from the three agencies and planning activities. For a description of the process to resolve discrepancies see Appendix O.

City Land Use and Zoning

Growth projections are based on the allowable growth entitlements in the approved Development Agreements and a full build-out of the land uses (based on zoning) in the non-MPD areas of the sewer service area. Existing zoning is shown in **Figure 10 - City Zoning (February 2024)**.

Figure 10 - City Zoning (February 2024)



Wastewater Use Trends

This section describes water use over time by City customers who have both water and wastewater service. The per capita usage rates are used to inform the wastewater demand forecast for customers who self-provide water (via a private well) or other sources.

RETAIL WASTEWATER CUSTOMERS

Error! Reference source not found., provides the number of retail wastewater connections served directly by the City. At the end of 2022, the City served a total of 1,975 residential equivalent housing units.

Table 6 - Wastewater Service Connections

Customer Category	2019	2020	2021	2022
<i>Residential Subtotal</i>	718	996	1376	1920
<i>Non-Residential Subtotal</i>	50	45	47	55
<i>Total</i>	768	1,041	1,423	1,975

LARGEST WASTEWATER CUSTOMERS

Water sales within the City increase upward beginning in June, generally peaking in August, and tapering back down to winter levels in October. Thus, most of these purchases can be attributed to outdoor use, and thus do not significantly contribute to wastewater flows. We examined residential and commercial water sales in an effort to determine if any customers were significant enough (in terms of water demand) to warrant a separate investigation into that customer's wastewater use patterns. We concluded that there were no residential or commercial customers that had significant water sales and that would justify an examination of their potential Sewer impacts.

Error! Reference source not found., (2019 - 2022) provides the consumption data for the City's twenty (20) largest retail Water customers. None of these customers consume enough water to require detailed analysis or special consideration in the demand forecast.

Table 7 - Largest Water Customers

Current Rank	Customer Name	Customer Type	Water Consumption
			Annual (cf)
0	Jenson	Residential	79,658
2	Enumclaw School District	Commercial	32,887
3	Banchero	Residential	25,330
4	Young	Residential	24,721
5	Nichols	Residential	17,316
6	Hemminger	Residential	14,799
7	Black Diamond Police	Commercial	12,864
8	Mauerman	Residential	9,930

Industrial Customers – WAC 173-240-050(3)(d)(i)

Industrial users include all of the City's non-residential customers – single- and multi-commercial, hotel/motel, and municipal users. The City is required to track industrial users which have the potential to affect the sewer collection or conveyance systems. Of the City's 50 non-residential connections in 2019, none are considered significant industrial users (see Error! Reference source not found.).

Table 8 - Industrial Customers

Name	Location	Drains To:
Enumclaw School District	Baker Street	Jones Lake Basin
Black Diamond Police	Lawson Street	Jones Lake Basin
Enumclaw School District	First Ave	Jones lake Basin

Development Activity

The annual rate of increase in the number of wastewater accounts roughly coincides with the number of side sewer permits issued. Population and customer increases are largely the result of development activity in the City, and this is heavily influenced by the Ten Trails and Lawson Development Agreements, both are approved MPD projects. We have estimated future growth in the city using estimates of development activity, both from the MPD projects and from in-fill and redevelopment. In order to identify the broadest range of impacts and opportunities we have estimated both a high-growth rate and a low-growth rate for future development. Growth, as shown in Tables 10 and 11, is estimated using the following information:

- Actual customer counts were used for the years 2019 through 2022,

- Customer counts for 2023 were extrapolated using data from the MDRT based on actual growth for the first half of 2023 and extrapolating those unit counts to the end of 2023,
- High growth for 2024 and later is based on unit takedown estimates provided by Oakpointe. These estimates were modified (adjusted down) for 2024 and 2025 using the platted lots that are currently available for buildings. The MDRT believes the estimated takedown rates from Oakpointe are aggressive and there are not sufficient lots available in the next two-year period to meet the estimated (Oakpointe) takedown targets.
- Low growth rates are based on estimates from the MDRT based on historical growth rates for MPD projects in other jurisdictions (excluding data from 2019 through 2022) adjusted to reflect soft market conditions and MPD size. These generated unit takedown rates that are less than half of the growth rate observed from 2019 through 2022. Data from 2019 through 2022 was excluded because these years included high housing demands coupled with low interest rates, a situation that is unlikely to occur in the near future.
- Development in the Lawson Hills project was modified from data provided by Oakpointe due to an expectation from the MDRT that development in that MPD will be delayed two to three years from the schedule provided by Oakpointe.
- Growth estimates within the Rock Creek Basin includes 220,000 sf of potential industrial expansion. In order to provide conservative planning information any industrial expansion is anticipated to generate sewage at a rate of 1 ERU/1,200 sf of development.

Table 9 - Projected MPD Development Growth (ERU by Year)

Year	Ten Trails (high)	Ten Trails (low)	Lawson (high)	Lawson (low)
2019	165	165	8	8
2020	403	403	8	8
2021	753	753	8	8
2022	942	942	8	8
2023	1,022	1,022	8	8
2024	1,102	1,037	8	8
2025	1,292	1,067	8	8
2026	1,955	1,097	42	25
2027	2,225	1,157	125	62
2028	2,495	1,217	249	114
2029	2,765	1,277	373	166
2030	3,035	1,337	477	218
2031	3,305	1,397	567	270
2032	3,575	1,457	657	322
2033	3,845	1,517	747	374
2034	4,115	1,577	837	423
2035	4,385	1,637	927	458
2036	4,560	1,697	1,017	493
2037	4,630	1,757	1,107	528
2038	4,700	1,817	1,197	563
2039	4,770	1,877	1,258	598
2040	4,800	1,937	1,258	633
Total	4,800	1,937	1,258	633

WASTEWATER USE FACTORS AND EQUIVALENT RESIDENTIAL UNITS (ERUS)

Wastewater Use Factors are the amounts of water assigned per unit of a particular customer class based on historic use. Use factors have been declining over time due to more efficient appliances, improved construction codes and plumbing fixtures, less landscaping and increased use of native or drought-resistant vegetation, and a strong regional conservation program. These numbers are analyzed against the projected land uses provided by King County to contribute to the development of the demand forecast. Water Use Factors assist in the calculation of Equivalent Residential Units (ERUs). ERUs are one method for representing all types of water use as the equivalent number of single-family households. This allows simple comparison across uses of the impact on the water and sewer system. The City traditionally uses a 5-year average of Gallons per Day (GPD) used by a single-family residence as the ERU value for the utility.

For flow forecasting purposes in the Jones Lake Basin, one Wastewater ERU is equal to the 5-year average for 2019-2022 of use, or 187 GPD, based on summertime usage. This value does not include Infiltration and Inflow which has generally been defined as 700 gallons per day per developed acre. In addition, this value must be modified for peak flow using the Ecology “Orange Book” peaking factor (generally 2.5 for the Jones Lake Basin).

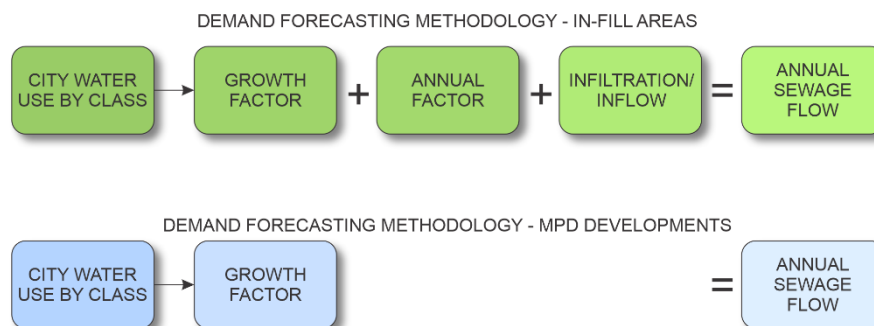
However, development in the Ten Trails MPD has shown a significantly different wastewater use factor. This is largely attributed to the aggressive design standards that are applied in the MPD Developments (regulations embedded in the Development Agreement), small lot sizes with little or no irrigation demand, and new houses with contemporary plumbing fixtures. The MPD units show a repeatable pattern of wastewater use without any significant summer/winter deviation indicating that there is virtually no infiltration and inflow in the MPD neighborhoods. A detailed analysis of these flow patterns is included in Appendix M.

For flow forecasting purposes in the MPDs, Peak Wet Weather Flow is 175 gallons per day per ERU (0.121 GPM/ERU) and this includes I/I. Peak Instantaneous flow is 374.5 gallons per day per ERU (0.260 GPM/ERU) and this includes I/I.

Flow per ERU is useful for evaluating a system as a measure of conservation and maintenance efforts over time. However, the quantity of sewage associated with an ERU is both system-specific and point-in-time specific; flow per ERU for one system does not readily apply to another system with different demographics or water use patterns. In addition, as demonstrated by the use patterns in the Ten Trails MPD, use can vary geographically within the system.

Reducing the amount of wastewater represented by an ERU can thus be significant, especially in a system such as the City’s with demonstrably different ages, as the utility can use the difference to meet growing demand without potentially requiring expensive improvements or expansion to the system. The ability to delay or downsize large capital projects is of benefit to the City, its ratepayers, and its wastewater partners.

The methodology used to develop the flow forecast differs from past years in that we are using actual measured use patterns for the MPDs that are significantly different from those for the infill areas of the City. This is due to the unique geography associated with the Ten Trails and Lawson Hills Developments wherein the entire utility system, from house to off-site interceptor, is new and provided by the Developer with the development. In-fill development must frequently use existing piping systems which have been shown to have different (higher) use patterns with peaking factors based on the time of year and significant Infiltration and Inflow.



Sewer planning is being conducted using four drainage basins within the sewer service area as shown in **Figure 4: Sewer Basin and Sub-Basin Boundaries..**

These basins represent the natural boundaries of topographic regions and development areas and are characterized as follows:

Jones Lake Basin – this is essentially the boundary of the sewered areas within the City before the Ten Trails and Lawson Hills MPDs were constructed. This area includes most of the historical residences in the City (pre-MPDs). This basin is largely built-out but will experience some in-fill development and redevelopment in the future.

BD West – This is the area included in the Ten Trails MPD and is being constructed in conjunction with the Ten Trails Development by Oakpointe.

BD East - This is the area included in the Lawson Hills MPD and will be constructed in conjunction with the Lawson Hills Development by Oakpointe.

Rock Creek – This is the area that is currently an active gravel quarry and is located generally west of SR 169 and North of Roberts Drive. While this area is not currently developed, the underlying zoning in this area is 8 du/acre.

Based on the above, population growth over the planning period (2023 through 2040) is shown in **Table 1**. Development Growth (represented in Equivalent Residential Units) is shown in **Tables 2 through 6**. **Table 7** summarizes the flows that are expected (using the High Growth scenario) using the planning criteria summarized in the General Sewer Plan and detailed in Appendix M “Unit Flow Analysis”.

Service Area Population Projections:*Table 10 - Service Area Population Projections (people)*

	Population Projections (High Growth)					Population Projections (Low Growth)				
	Rock Creek	Jones Lake	BD East	BD West	Total	Rock Creek	Jones Lake	BD East	BD West	Total
2019	-	2,697	21	442	3,160	-	2,697	21	442	3,160
2020	-	2,749	21	1,080	3,850	-	2,749	21	1,080	3,850
2021	-	2,801	21	2,018	4,841	-	2,801	21	2,018	4,841
2022	-	2,853	21	2,525	5,399	-	2,853	21	2,525	5,399
2023	-	2,906	21	2,739	5,666	-	2,906	21	2,739	5,666
2024	-	2,958	21	2,953	5,933	-	2,938	21	2,779	5,738
2025	-	3,010	21	3,463	6,494	-	2,970	21	2,860	5,851
2026	-	3,062	113	5,239	8,414	-	3,002	67	2,940	6,009
2027	590	3,115	335	5,963	10,002	59	3,034	166	3,101	6,360
2028	1,179	3,167	667	6,687	11,700	118	3,066	306	3,262	6,751
2029	1,246	3,219	1,000	7,410	12,875	204	3,099	445	3,422	7,170
2030	2,216	3,271	1,278	8,134	14,900	718	3,131	584	3,583	8,016
2031	3,187	3,324	1,520	8,857	16,887	1,233	3,163	724	3,744	8,863
2032	4,157	3,376	1,761	9,581	18,874	1,747	3,195	863	3,905	9,710
2033	5,127	3,428	2,002	10,305	20,862	2,262	3,227	1,002	4,066	10,557
2034	6,097	3,481	2,243	11,028	22,849	2,776	3,259	1,134	4,226	11,396
2035	7,067	3,533	2,484	11,752	24,836	3,291	3,292	1,227	4,387	12,197
2036	8,037	3,585	2,726	12,221	26,569	3,806	3,324	1,321	4,548	12,999
2037	9,007	3,637	2,967	12,408	28,020	4,320	3,356	1,415	4,709	13,800
2038	9,978	3,690	3,208	12,596	29,471	4,835	3,388	1,509	4,870	14,601
2039	10,948	3,742	3,371	12,784	30,845	5,349	3,420	1,603	5,030	15,402
2040	11,918	3,794	3,371	12,864	31,947	5,864	3,452	1,696	5,191	16,204

Population projections (shown above) are synthesized from the development projections using a multiplier of 2.68 persons per ERU. The ERU projections are from a variety of sources; including historical growth rates and anticipated development (sales of completed homes and businesses) provided by the developers of the Ten Trails and Lawson Hills MPD projects. The basis for the ERU projections are included in Tables 3 through 6. The population projections shown above represent a conversion from both the “High Growth” and “Low Growth” scenarios in each basin.

Service Area ERU Growth Projection Summary:*Table 11 - Service Area Growth Summary in Equivalent Residential Units*

	SYSTEM GROWTH SUMMARY IN ERU (High Growth)					SYSTEM GROWTH SUMMARY IN ERU (Low Growth)				
	Rock Creek	Jones Lake	BD East	BD West	Total	Rock Creek	Jones Lake	BD East	BD West	Total
2019	-	1,006	8	165	1,179	-	1,006	8	165	1,179
2020	-	1,026	8	403	1,437	-	1,026	8	403	1,437
2021	-	1,045	8	753	1,806	-	1,045	8	753	1,806
2022	-	1,065	8	942	2,015	-	1,065	8	942	2,015
2023	-	1,084	8	1,022	2,114	-	1,084	8	1,022	2,114
2024	-	1,104	8	1,102	2,214	-	1,096	8	1,037	2,141
2025	-	1,123	8	1,292	2,423	-	1,108	8	1,067	2,183
2026	-	1,143	42	1,955	3,140	-	1,120	25	1,097	2,242
2027	220	1,162	125	2,225	3,732	22	1,132	62	1,157	2,373
2028	440	1,182	249	2,495	4,366	44	1,144	114	1,217	2,519
2029	465	1,201	373	2,765	4,804	76	1,156	166	1,277	2,675
2030	827	1,221	477	3,035	5,560	268	1,168	218	1,337	2,991
2031	1,189	1,240	567	3,305	6,301	460	1,180	270	1,397	3,307
2032	1,551	1,260	657	3,575	7,043	652	1,192	322	1,457	3,623
2033	1,913	1,279	747	3,845	7,784	844	1,204	374	1,517	3,939
2034	2,275	1,299	837	4,115	8,526	1,036	1,216	423	1,577	4,252
2035	2,637	1,318	927	4,385	9,267	1,228	1,228	458	1,637	4,551
2036	2,999	1,338	1,017	4,560	9,914	1,420	1,240	493	1,697	4,850
2037	3,361	1,357	1,107	4,630	10,455	1,612	1,252	528	1,757	5,149
2038	3,723	1,377	1,197	4,700	10,997	1,804	1,264	563	1,817	5,448
2039	4,085	1,396	1,258	4,770	11,509	1,996	1,276	598	1,877	5,747
2040	4,447	1,416	1,258	4,800	11,921	2,188	1,288	633	1,937	6,046

Service area growth is summarized above in both a high growth scenario (the anticipated development in the MPDs provided by the developers) and a low growth scenario. We assumed that the growth targets provided by the developers represented an optimistic vision of the development potential in each of the MPDs and, as such, would represent aggressive growth values. The basis for the High Growth scenario and Low Growth scenario are listed in Tables 3 through 6. System planning was based on accommodating the High Growth scenario while utility revenue was based on income (rates) for the Low Growth scenario. In this way the utility will be conservatively funded which we believe is a prudent approach for financial and CIP planning.

Table 12 - Rock Creek Basin Growth (in ERU)

	Rock Creek Basin (High Growth)							Rock Creek Basin (Low Growth)					
	1	2	3	4	5	Total		1	2	3	4	5	Total
2019						-							-
2020						-							-
2021						-							-
2022						-							-
2023	-	-	-	-	-	-		-	-	-	-	-	-
2024	-	-	-	-	-	-		-	-	-	-	-	-
2025	-	-	-	-	-	-		-	-	-	-	-	-
2026	-	-	-	-	-	-		-	-	-	-	-	-
2027	12	-	-	208	-	220		12	-	-	10	-	22
2028	24	-	-	416	-	440		24	-	-	20	-	44
2029	36	-	-	416	13	465		36	-	-	30	10	76
2030	48	150	180	416	33	827		48	70	90	40	20	268
2031	60	300	360	416	53	1,189		60	140	180	50	30	460
2032	72	450	540	416	73	1,551		72	210	270	60	40	652
2033	84	600	720	416	93	1,913		84	280	360	70	50	844
2034	96	750	900	416	113	2,275		96	350	450	80	60	1,036
2035	108	900	1,080	416	133	2,637		108	420	540	90	70	1,228
2036	120	1,050	1,260	416	153	2,999		120	490	630	100	80	1,420
2037	132	1,200	1,440	416	173	3,361		132	560	720	110	90	1,612
2038	144	1,350	1,620	416	193	3,723		144	630	810	120	100	1,804
2039	156	1,500	1,800	416	213	4,085		156	700	900	130	110	1,996
2040	168	1,650	1,980	416	233	4,447		168	770	990	140	120	2,188
Saturation	320	3,000	2,340	416	330	6,406		320	3,000	2,340	416	330	6,406
units/yr	12	150	180	12	12	366		12	70	90	10	10	192

Development in this Basin for 2019 through 2023 is based on actual growth (no new houses were constructed over the years 2019 through 2023). Growth in this basin for 2024 and later is based on estimates using growth rates (per acre) from the Ten Trails MPD (in the High Growth scenario) using an assumption that this basin would develop under an MPD-type agreement.

There have been recent inquiries with the City about developing this area as another Master Planned Development, however, those negotiations are not sufficiently mature at this point to be a reliable indicator of the development potential in this Basin. Growth in this area has been forecast using the unit development potential (based on underlying existing zoning) and assuming that the entire area is developable. We have also assumed that once development begins (currently forecast as 2027) that 366 units per year will be developed in the High Growth scenario. Low growth is approximately half of the High Growth scenario (within rounding errors).

Jones Lake Basin ERU Growth Projections:*Table 13 - Jones Lake Basin Growth Projections (in ERU)*

	Jones Lake Basin (High Growth)							Jones Lake Basin (Low Growth)						
	1	2	3	4	5	6	Total	1	2	3	4	5	6	Total
2019	202	59	314	180	230	20	1,006	202	59	314	180	230	20	1,006
2020	204	64	318	182	233	24	1,026	204	64	318	182	233	24	1,026
2021	206	69	322	184	235	28	1,045	206	69	322	184	235	28	1,045
2022	208	74	326	186	238	32	1,065	208	74	326	186	238	32	1,065
2023	210	79	330	188	240	36	1,084	210	79	330	188	240	36	1,084
2024	212	84	334	190	243	40	1,104	211	82	332	189	242	39	1,096
2025	214	89	338	192	245	44	1,123	212	85	334	190	244	42	1,108
2026	216	94	342	194	248	48	1,143	213	88	336	191	246	45	1,120
2027	218	99	346	196	250	52	1,162	214	91	338	192	248	48	1,132
2028	220	104	350	198	253	56	1,182	215	94	340	193	250	51	1,144
2029	222	109	354	200	255	60	1,201	216	97	342	194	252	54	1,156
2030	224	114	358	202	258	64	1,221	217	100	344	195	254	57	1,168
2031	226	119	362	204	260	68	1,240	218	103	346	196	256	60	1,180
2032	228	124	366	206	263	72	1,260	219	106	348	197	258	63	1,192
2033	230	129	370	208	265	76	1,279	220	109	350	198	260	66	1,204
2034	232	134	374	210	268	80	1,299	221	112	352	199	262	69	1,216
2035	234	139	378	212	270	84	1,318	222	115	354	200	264	72	1,228
2036	236	144	382	214	273	88	1,338	223	118	356	201	266	75	1,240
2037	238	149	386	216	275	92	1,357	224	121	358	202	268	78	1,252
2038	240	154	390	218	278	96	1,377	225	124	360	203	270	81	1,264
2039	242	159	394	220	280	100	1,396	226	127	362	204	272	84	1,276
2040	244	164	398	222	283	104	1,416	227	130	364	205	274	87	1,288
Saturation	336	184	592	345	427	104	1,988	336	184	592	345	427	104	1,988
units/yr	2	5	4	2	2.5	4	19.5	1	3	2	1	2	3	12

Growth projections in the Jones Lake basin (the High Growth scenario) were extracted directly from the approved 2019 Comprehensive Water System Plan and that data was used for consistency between the General Sewer Plan and the Comprehensive Water System Plan. The Low Growth scenario represents approximately half of the growth rate of the High Growth scenario (within rounding errors). Historical growth in this basin tracks closely with the Low Growth scenario of approximately 12 units per year.

BD East Basin ERU Growth Projections:*Table 14 - BD East Basin Growth Projections (in ERU)*

	BD East Basin* (High Growth)				BD East Basin* (Low Growth)			
	1	2	3	Total	1	2	3	Total
2019	8	-	-	8	8	-	-	8
2020	8	-	-	8	8	-	-	8
2021	8	-	-	8	8	-	-	8
2022	8	-	-	8	8	-	-	8
2023	8	-	-	8	8	-	-	8
2024	8	-	-	8	8	-	-	8
2025	8	-	-	8	8	-	-	8
2026	42	-	-	42	25	-	-	25
2027	76	49	-	125	42	20	-	62
2028	110	98	41	249	59	40	15	114
2029	144	147	82	373	76	60	30	166
2030	158	196	123	477	93	80	45	218
2031	158	245	164	567	110	100	60	270
2032	158	294	205	657	127	120	75	322
2033	158	343	246	747	144	140	90	374
2034	158	392	287	837	158	160	105	423
2035	158	441	328	927	158	180	120	458
2036	158	490	369	1,017	158	200	135	493
2037	158	539	410	1,107	158	220	150	528
2038	158	588	451	1,197	158	240	165	563
2039	158	625	475	1,258	158	260	180	598
2040	158	625	475	1,258	158	280	195	633
Saturation	158	625	475	1,258	158	625	475	1,258
units/yr	34	49	41	124	17	20	15	52

Development in this Basin for 2019 through 2023 is based on actual growth (no new houses were constructed over the years 2019 through 2023). Growth in this basin for 2024 and later is based on the planned unit development projections provided by Oakpointe which were then normalized to represent a consistent growth rate per year (124 units per year in the high growth scenario). The low growth scenario represents actual growth (as a percentage) for units in the Ten Trails MPD during the years 2019 through 2022 (Covid impacted years) as this appears to be the minimum take-down rate for new housing under stressed economic conditions.

BD West Basin ERU Growth Projections:*Table 15 - BD West Basin Growth Projections (in ERU)*

	BD West Basin (High Growth)				BD West Basin (Low Growth)			
	1	2	3	Total	1	2	3	Total
2019	165	-	-	165	165	-	-	165
2020	403	-	-	403	403	-	-	403
2021	753	-	-	753	753	-	-	753
2022	942	-	-	942	942	-	-	942
2023	1,022	-	-	1,022	1,022	-	-	1,022
2024	1,102	-	-	1,102	1,037	-	-	1,037
2025	1,222	70	-	1,292	1,052	15	-	1,067
2026	1,815	140	-	1,955	1,067	30	-	1,097
2027	1,815	210	200	2,225	1,082	45	30	1,157
2028	1,815	280	400	2,495	1,097	60	60	1,217
2029	1,815	350	600	2,765	1,112	75	90	1,277
2030	1,815	420	800	3,035	1,127	90	120	1,337
2031	1,815	490	1,000	3,305	1,142	105	150	1,397
2032	1,815	560	1,200	3,575	1,157	120	180	1,457
2033	1,815	630	1,400	3,845	1,172	135	210	1,517
2034	1,815	700	1,600	4,115	1,187	150	240	1,577
2035	1,815	770	1,800	4,385	1,202	165	270	1,637
2036	1,815	840	1,905	4,560	1,217	180	300	1,697
2037	1,815	910	1,905	4,630	1,232	195	330	1,757
2038	1,815	980	1,905	4,700	1,247	210	360	1,817
2039	1,815	1,050	1,905	4,770	1,262	225	390	1,877
2040	1,815	1,080	1,905	4,800	1,277	240	420	1,937
Saturation	1,815	1,080	1,905	4,800	1,815	1,080	1,905	4,800
units/yr	70	70	200	340	15	15	30	60

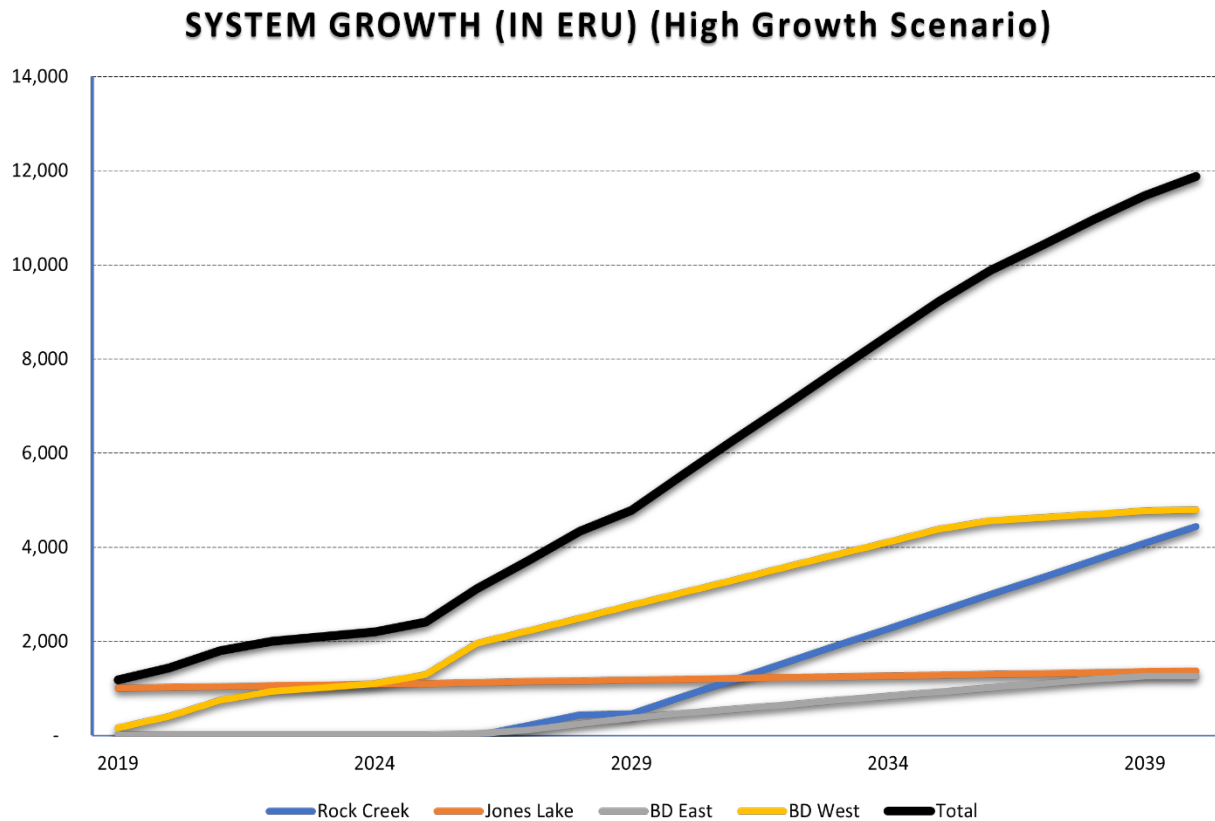
Development in this Basin for 2019 through 2023 is based on actual growth (completed houses with certificates of occupancy). Growth in this basin for 2024 and later is based on the planned unit development projections provided by Oakpointe which were then normalized to represent a consistent growth rate per year (340 units per year in the high growth scenario). The low growth scenario represents actual growth in the Ten Trails MPD during the years 2019 through 2022 (Covid impacted years) as this appears to be the minimum take-down rate for new housing under stressed economic conditions.

Service Area Flow Summary (High Growth Scenario):**Table 16 - Service Area Flow Summary (High Growth Scenario)**

Year	BD East Basin Flowrate				BD West Basin Flowrate				Jones Lake Basin Flowrate				Rock Creek Basin Flowrate				Total Peak Flow (GPM)
	Total (ERU)	AWWF (gpd)	PWWF (gpd)	Peak Flow (gpm)	Total (ERU)	AWWF (gpd)	PWWF (gpd)	Peak Flow (gpm)	Total (ERU)	AWWF (gpd)	PWWF (gpd)	Peak Flow (gpm)	Total (ERU)	AWWF (gpd)	PWWF (gpd)	Peak Flow (gpm)	
2019	8	616	1,400	1.0	165	12,705	28,875	20.1	1,006	388,159	176,085	122.3	0	-	-	-	143.31
2020	8	616	1,400	1.0	403	31,031	70,525	49.0	1,026	391,806	179,488	124.7	0	-	-	-	174.60
2021	8	616	1,400	1.0	753	57,981	131,775	91.5	1,045	395,452	182,910	127.0	0	-	-	-	219.50
2022	8	616	1,400	1.0	942	72,534	164,850	114.5	1,065	399,099	186,323	129.4	0	-	-	-	244.84
2023	8	616	1,400	1.0	1,022	78,694	178,850	124.2	1,084	402,745	189,735	131.8	0	-	-	-	256.93
2024	8	616	1,400	1.0	1,102	84,854	192,850	133.9	1,104	406,392	193,148	134.1	0	-	-	-	269.03
2025	8	616	1,400	1.0	1,292	99,484	226,100	157.0	1,123	410,038	196,560	136.5	0	-	-	-	294.49
2026	42	3,234	7,350	5.1	1,955	150,535	342,125	237.6	1,143	413,685	199,973	138.9	0	-	-	-	381.56
2027	125	9,625	21,875	15.2	2,225	171,325	389,375	270.4	1,162	417,331	203,385	141.2	220	16,940	38,500	26.7	453.57
2028	249	19,173	43,575	30.3	2,495	192,115	436,625	303.2	1,182	420,978	206,798	143.6	440	33,880	77,000	53.5	530.55
2029	373	28,721	65,275	45.3	2,765	212,905	483,875	336.0	1,201	424,624	210,210	146.0	465	35,805	81,375	56.5	583.84
2030	477	36,729	83,475	58.0	3,035	233,695	531,125	368.8	1,221	428,271	213,623	148.3	827	63,679	144,725	100.5	675.66
2031	567	43,659	99,225	68.9	3,305	254,485	578,375	401.6	1,240	431,917	217,035	150.7	1,189	91,553	208,075	144.5	765.77
2032	657	50,589	114,975	79.8	3,575	275,275	625,625	434.5	1,260	435,564	220,448	153.1	1,551	119,427	271,425	188.5	855.88
2033	747	57,519	130,725	90.8	3,845	296,065	672,875	467.3	1,279	439,210	223,860	155.5	1,913	147,301	334,775	232.5	946.00
2034	837	64,449	146,475	101.7	4,115	316,855	720,125	500.1	1,299	442,857	227,273	157.8	2,275	175,175	398,125	276.5	1,036.11
2035	927	71,379	162,225	112.7	4,385	337,645	767,375	532.9	1,318	446,503	230,685	160.2	2,637	203,049	461,475	320.5	1,126.22
2036	1,017	78,309	177,975	123.6	4,560	351,120	798,000	554.2	1,338	450,150	234,098	162.6	2,999	230,923	524,825	364.5	1,204.79
2037	1,107	85,239	193,725	134.5	4,630	356,510	810,250	562.7	1,357	453,796	237,510	164.9	3,361	258,797	588,175	408.5	1,270.60
2038	1,197	92,169	209,475	145.5	4,700	361,900	822,500	571.2	1,377	457,443	240,923	167.3	3,723	286,671	651,525	452.4	1,336.40
2039	1,258	96,866	220,150	152.9	4,770	367,290	834,750	579.7	1,396	461,089	244,335	169.7	4,085	314,545	714,875	496.4	1,398.69
2040	1,258	96,866	220,150	152.9	4,800	369,600	840,000	583.3	1,416	464,736	247,748	172.0	4,447	342,419	778,225	540.4	1,448.70

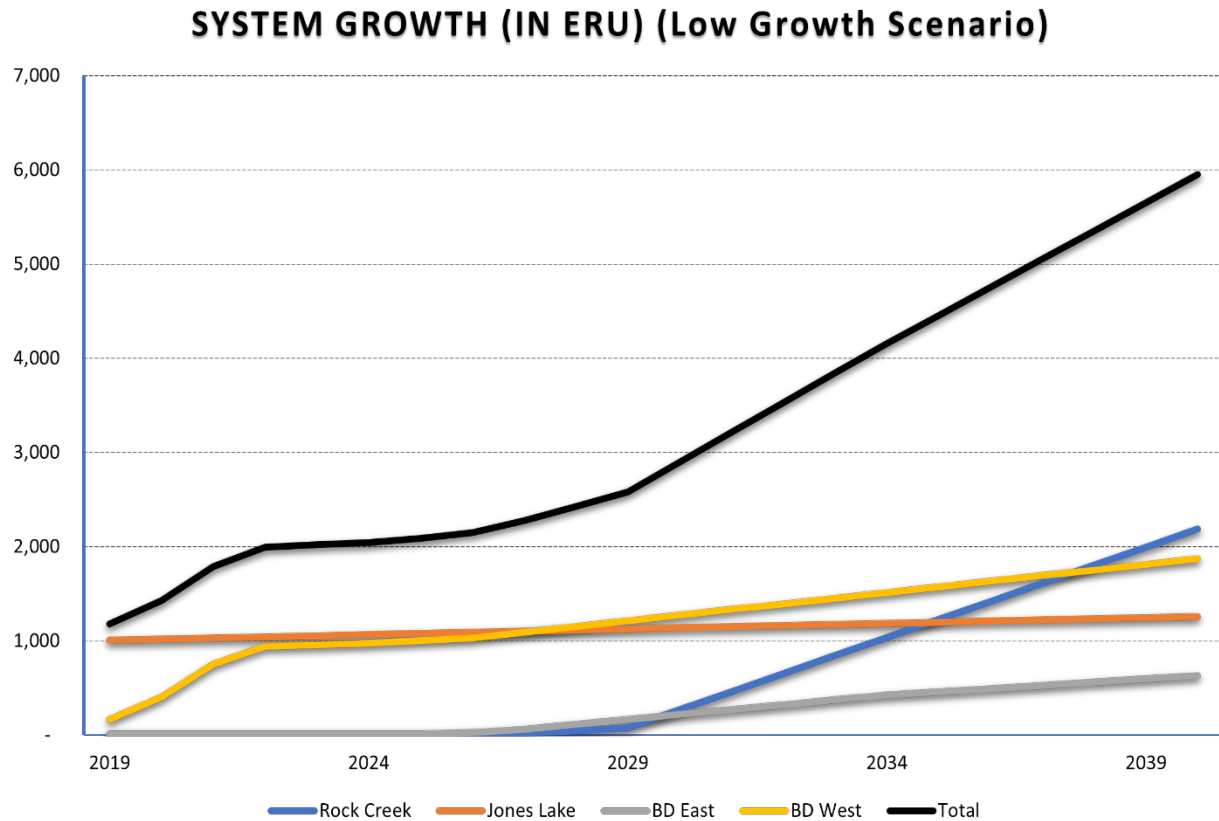
System growth in Equivalent Residential Units for the High Growth Scenario is shown graphically in **Table 17 - System Growth in ERU (high growth scenario)**.

Table 17 - System Growth in ERU (high growth scenario)



System growth in Equivalent Residential Units for the low growth scenario is shown graphically in **Table 18 - System Growth in ERU (low growth scenario)**.

Table 18 - System Growth in ERU (low growth scenario)

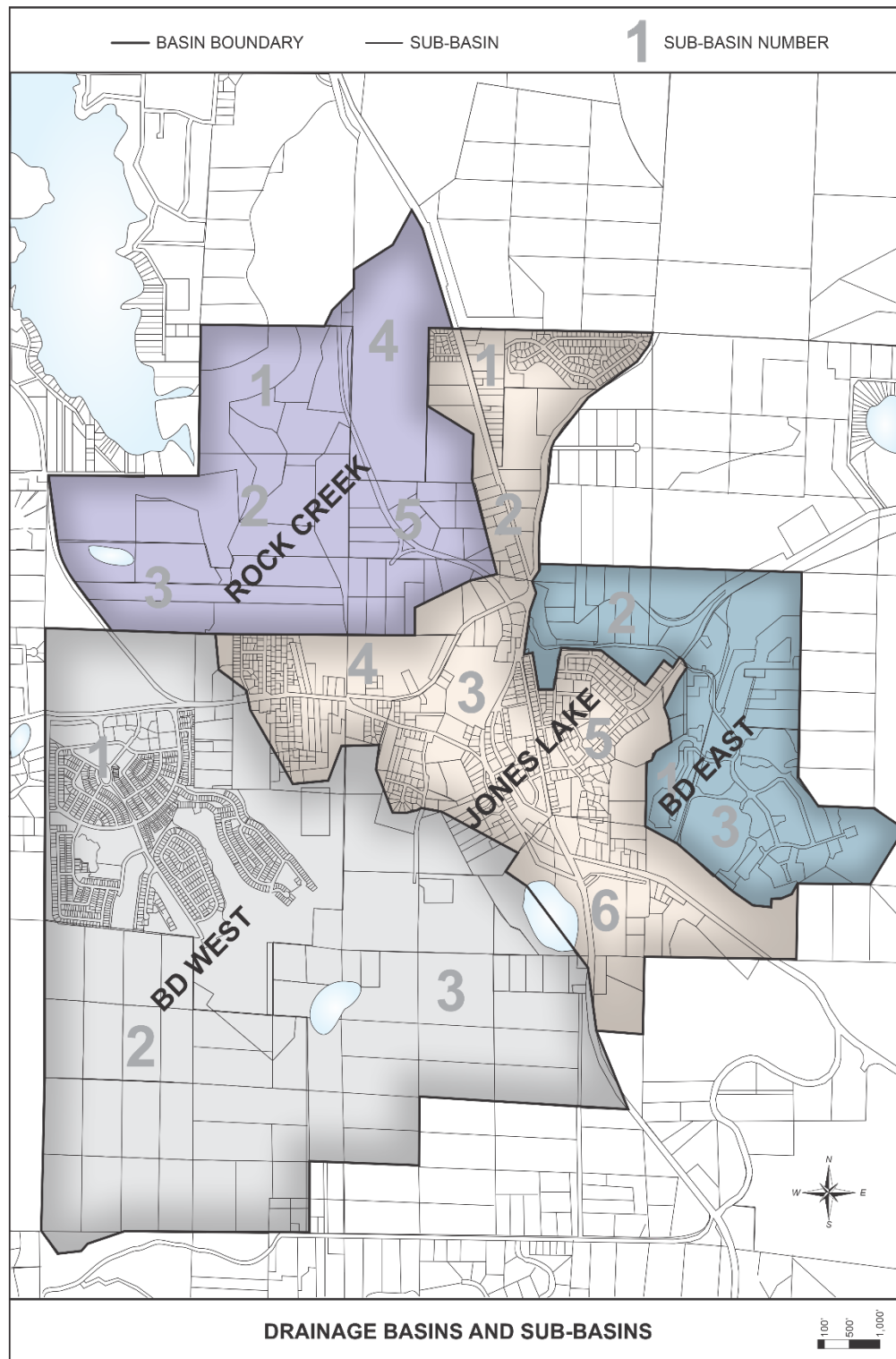


BASIN PLANNING AREAS

All the sewage collected in Black Diamond is discharged to the King County-maintained regional facilities at the Jones Lake Pump Station or delivered to the Interceptor on Lake Sawyer Road. The Ten Trails MPD Development flows directly to the Interceptor, all other sewage flows to the Jones Lake Lift Station.

The basin planning areas are shown in **Figure 11 - Sewage Planning Basins**.

Figure 11 - Sewage Planning Basins



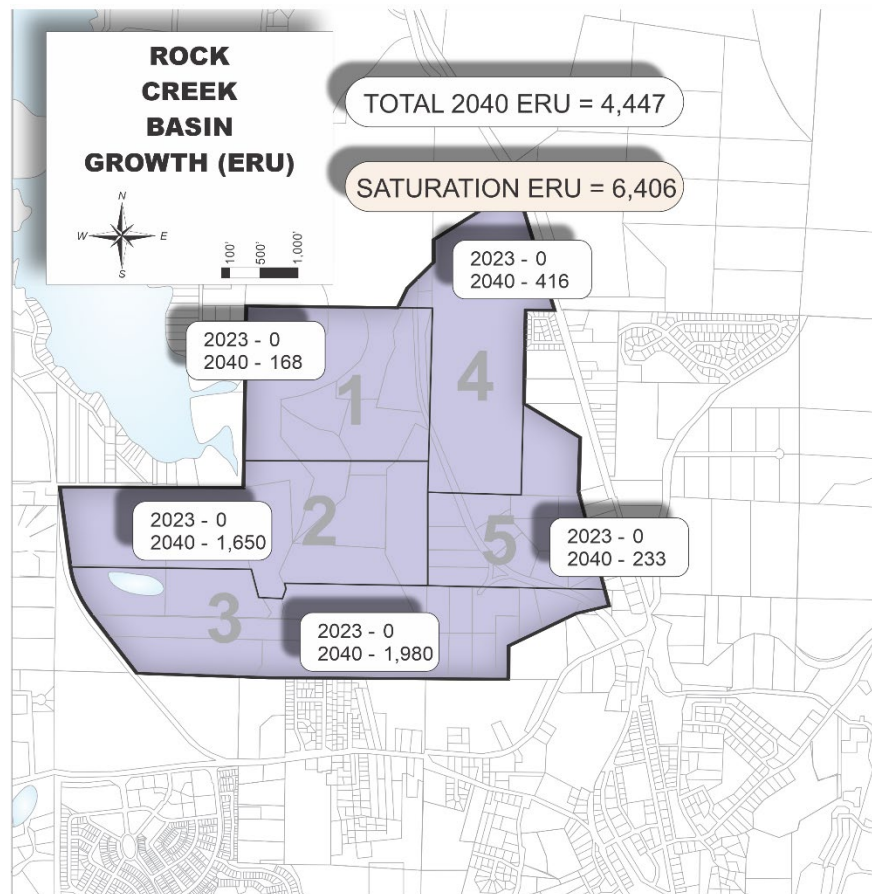
ROCK CREEK BASIN

The Rock Creek Basin is approximately 750 acres in size and is currently not served by a public sewer system. Most of the basin is an active gravel mine and gravel processing operation. Eventually, the gravel mine area is expected to develop, and some discussions have been initiated with Developers interested in pursuing another Master Planned Development. In accordance with existing policy, sewer planning and sewer capacity for this area are currently based on existing zoning which is a mix of medium-density residential (8 DU/ac) and industrial/commercial. It should be noted that if this area is developed under a Master Plan Development, sewer flows will increase dramatically over the planned flows in this General Plan.

The existing Lawson Hills MPD and the Villages MPD include an area at the northern terminus of this basin with development entitlement for 220,000 square feet of retail and commercial development and 233 multi-family residential units. Sewage from this area is likely to be conveyed to the south boundary of the basin and then flow west to a new lift station that will be needed to pump the sewage to the Lake Sawyer Interceptor. Growth in the Basin is shown in **Figure 12 - Rock Creek Basin ERU Growth**.

Planning in this basin should use the Average Wet Weather flow criteria of 187 gpd/eru with an additional I/I assumption of 700 gpd/acre and a 2.5 peaking factor.

Figure 12 - Rock Creek Basin ERU Growth



Population growth (in ERUs) in the Rock Creek Basin is expected to develop as shown in **Table 11**: Rock Creek Basin Growth (in ERU) below. This basin is not expected to fully develop or build out over the 2040 planning period.

Table 11: Rock Creek Basin Growth (in ERU)

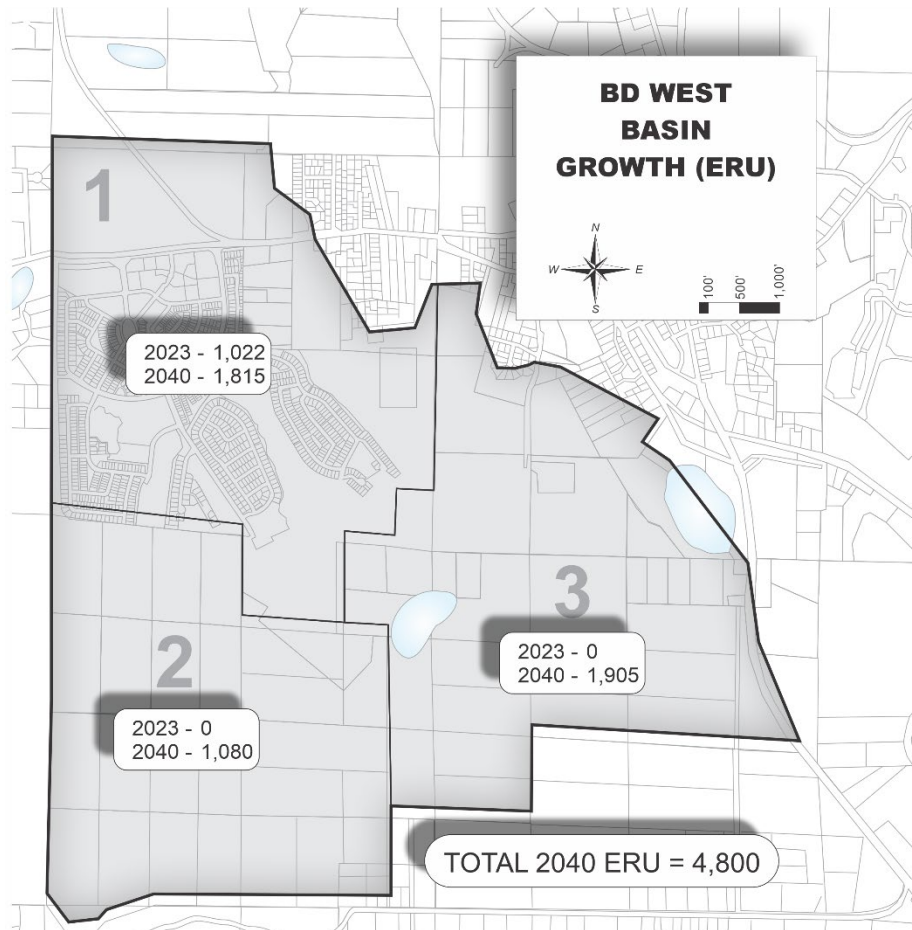
Year	1	2	3	4	5	Total
2023						-
2024						-
2025						-
2026						-
2027	-	-	-	-	-	-
2028	-	-	-	-	-	-
2029	-	-	-	-	-	-
2030	-	-	-	-	-	-
2031	12	-	-	208	-	220
2032	24	-	-	416	-	440
2033	36	-	-	416	13	465
2034	48	150	180	416	33	827
2035	60	300	360	416	53	1,189
2036	72	450	540	416	73	1,551
2037	84	600	720	416	93	1,913
2038	96	750	900	416	113	2,275
2039	108	900	1,080	416	133	2,637
2040	120	1,050	1,260	416	153	2,999
Saturation	320	3,000	2,340	416	330	6,406

WEST BLACK DIAMOND BASIN

The West Black Diamond Basin is being developed under the Ten Trails Development Agreement and all of the needed sewage collection and conveyance facilities will be constructed by the Developer under the terms of the Ten Trails Development Agreement. The basin is approximately 1,625 acres in size. Sewage from this area flows to the southwest where it is pumped from a lift station, through a force main, to the Interceptor in Lake Sawyer Road.

Planning in this basin should use the Peak Wet Weather Flow criteria of 175 gpd/eru (which includes I&I) and Peak Instantaneous Flow of 374.5 gpd/eru (which includes I&I). Growth is shown in **Figure 13 - West Black Diamond Basin ERU Growth**.

Figure 13 - West Black Diamond Basin ERU Growth



Growth (in ERUs) in the West Black Diamond Basin is expected to develop as shown in **Table 19** - Growth in the West BD Sub-Basins (in ERU) below. This basin is expected to fully develop, primarily with small-scale in-fill development, over the 2040 planning period.

Table 19 - Growth in the West BD Sub-Basins (in ERU)

Year	1	2	3	Total
2019	165	-	-	165
2020	403	-	-	403
2021	753	-	-	753
2022	942	-	-	942
2023	1,022	-	-	1,022
2024	1,102	-	-	1,102
2025	1,222	70	-	1,292
2026	1,815	140	-	1,955
2027	1,815	210	200	2,225
2028	1,815	280	400	2,495
2029	1,815	350	600	2,765
2030	1,815	420	800	3,035
2031	1,815	490	1,000	3,305
2032	1,815	560	1,200	3,575
2033	1,815	630	1,400	3,845
2034	1,815	700	1,600	4,115
2035	1,815	770	1,800	4,385
2036	1,815	840	1,905	4,560
2037	1,815	910	1,905	4,630
2038	1,815	980	1,905	4,700
2039	1,815	1,050	1,905	4,770
2040	1,815	1,080	1,905	4,800
Saturation	1,815	1,080	1,905	4,800

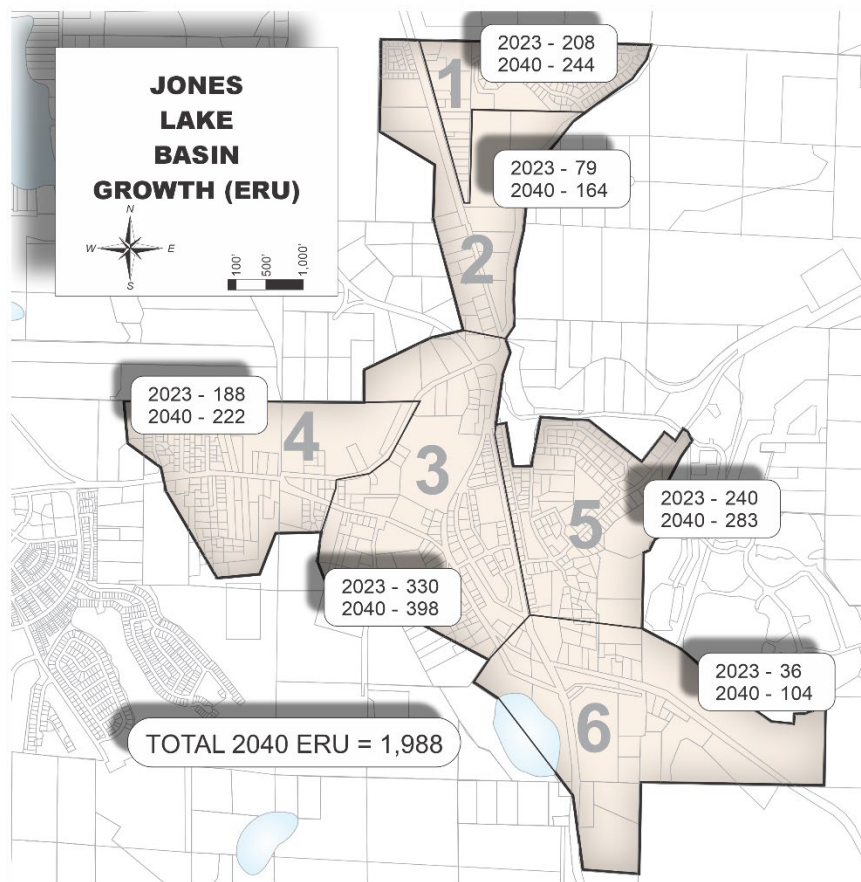
JONES LAKE BASIN

The Jones Lake Basin is approximately 898 acres and includes most of the historical areas of the City. Most of the development in this basin will be in-fill residential projects (much of the developable land in the Jones Lake Basin will be preserved through the Transfer of Development Rights program that allowed entitlement in Ten Trails and Lawson Hills).

The Jones Lake basin flows south to the Jones Lake Pump Station which is partially located within a wetland. The existing sewer collection system in the Jones Lake Basin has excess capacity. Growth in the Basin is shown in **Figure 14 - Jones Lake Basin ERU Growth**.

Planning in this basin should use the Average Wet Weather flow criteria of 187 gpd/eru with an additional I/I assumption of 700 gpd/acre and a 2.5 factor for Peak Wet Weather Flow.

Figure 14 - Jones Lake Basin ERU Growth



Growth (in ERUs) in the Jones Lake Basin is expected to develop as shown in **Table 20** - Jones Lake Sub-Basin Growth (in ERU) below. This basin is expected to fully develop, primarily with small-scale in-fill development, over the 2040 planning period.

Table 20 - Jones Lake Sub-Basin Growth (in ERU)

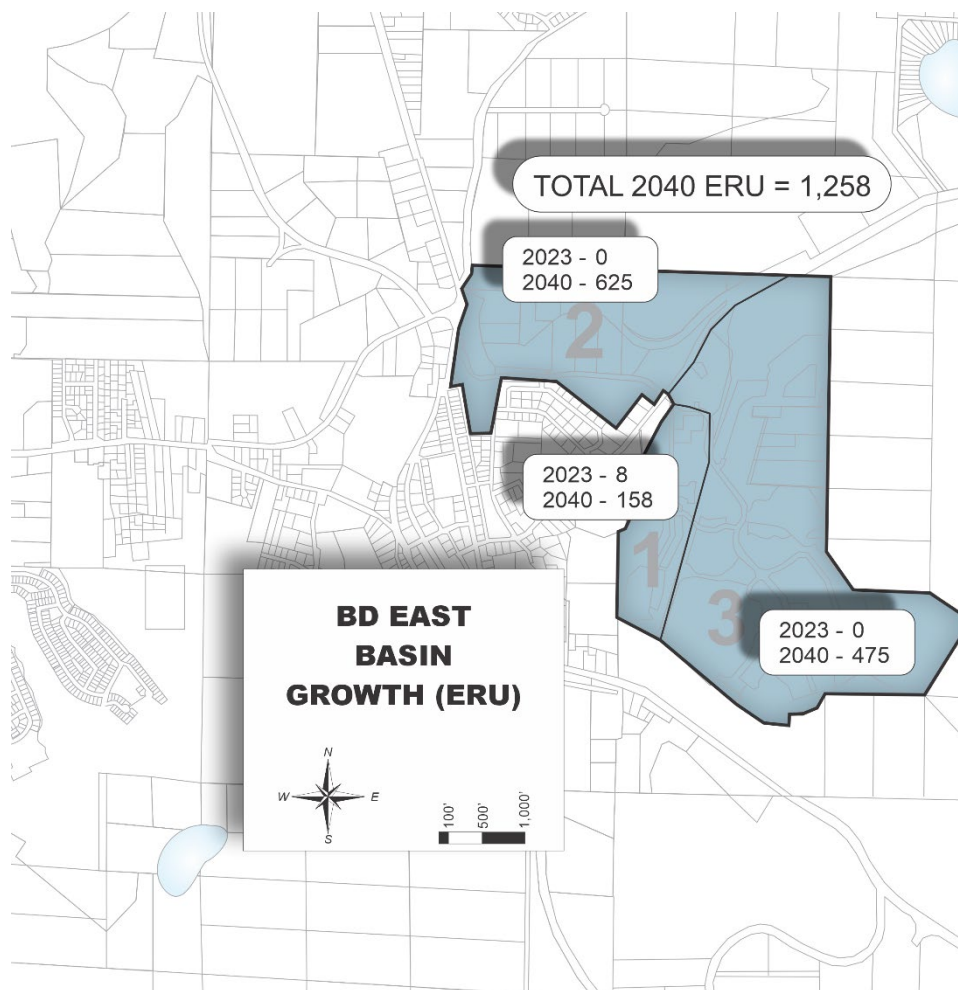
Year	1	2	3	4	5	6	Total
2019	202	59	314	180	230	20	1,006
2020	204	64	318	182	233	24	1,026
2021	206	69	322	184	235	28	1,045
2022	208	74	326	186	238	32	1,065
2023	210	79	330	188	240	36	1,084
2024	212	84	334	190	243	40	1,104
2025	214	89	338	192	245	44	1,123
2026	216	94	342	194	248	48	1,143
2027	218	99	346	196	250	52	1,162
2028	220	104	350	198	253	56	1,182
2029	222	109	354	200	255	60	1,201
2030	224	114	358	202	258	64	1,221
2031	226	119	362	204	260	68	1,240
2032	228	124	366	206	263	72	1,260
2033	230	129	370	208	265	76	1,279
2034	232	134	374	210	268	80	1,299
2035	234	139	378	212	270	84	1,318
2036	236	144	382	214	273	88	1,338
2037	238	149	386	216	275	92	1,357
2038	240	154	390	218	278	96	1,377
2039	242	159	394	220	280	100	1,396
2040	244	164	398	222	283	104	1,416
Saturation	336	184	592	345	427	104	1,988

EAST BLACK DIAMOND BASIN

The East Black Diamond basin is largely undeveloped but will be developed under the Lawson Hills MPD Development Agreement. An existing gravity sewer collector is available at the western boundary of this area and that sewer extends to the Jones Lake Lift Station. In addition, basin flows could be conveyed directly to the Lake Sawyer interceptor if this facility is available when this Basin is developed. The East Black Diamond basin is 432 acres. Growth in the Basin is shown in **Figure 15 - East Black Diamond Basin ERU**.

Planning in this basin should use the Peak Wet Weather Flow criteria of 175 gpd/eru (including I&I) and Peak Instantaneous Flow criteria of 374.5 gpd/eru (including I&I).

Figure 15 - East Black Diamond Basin ERU



Growth (in ERUs) in the BD East Basin is expected to develop as shown in **Table 21** - BD East Sub-Basin Growth (in ERU) below. This basin is expected to fully develop, primarily with MPD development, over the 2040 planning period. These values are based on data provided by the current developer, Oakpointe.

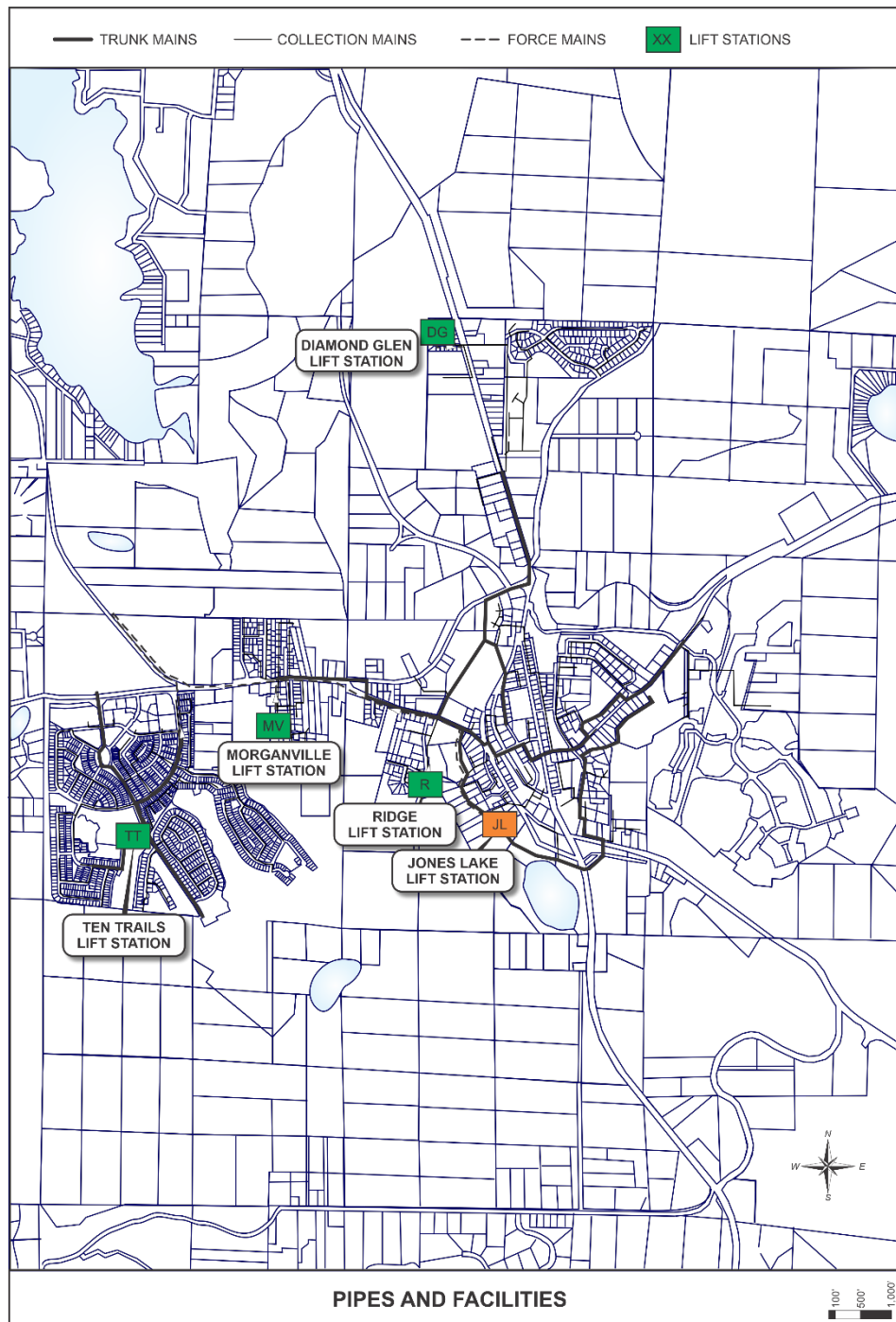
Table 21 - BD East Sub-Basin Growth (in ERU)

Year	1	2	3	Total
2019	8	-	-	8
2020	8	-	-	8
2021	8	-	-	8
2022	8	-	-	8
2023	8	-	-	8
2024	8	-	-	8
2025	8	-	-	8
2026	42	-	-	42
2027	76	49	-	125
2028	110	98	41	249
2029	144	147	82	373
2030	158	196	123	477
2031	158	245	164	567
2032	158	294	205	657
2033	158	343	246	747
2034	158	392	287	837
2035	158	441	328	927
2036	158	490	369	1,017
2037	158	539	410	1,107
2038	158	588	451	1,197
2039	158	625	475	1,258
2040	158	625	475	1,258
Saturation	158	625	475	1,258

MAJOR FACILITIES

The existing major facilities are shown in **Figure 16 - Major Facilities**.

Figure 16 - Major Facilities



PLANNING AND FORECASTING CONCLUSIONS

The following significant conclusions can be drawn from the planning data and demand forecast:

1. Historical growth has been very slow except for the last four years. Growth in the Master Planned Developments has, and will continue to have, a large impact on growth and sewer flows.
2. Additional development within the existing sewer areas (Jones Lake Basin) will mostly consist of low to moderate in-fill on undeveloped lots or redeveloped lots.
3. Additional development in the Ten Trails and Lawson Hills developments will add a significant increase in sewage flows to the overall system. Most of these flows, and all this infrastructure, will be accommodated within the MPDs with new pipes and pumping systems.
4. Additional development in the Palmer Pit area (the Rock Creek Basin) will add a significant increase in sewage flows to the overall system. Most of these flows, and all this infrastructure, will be accommodated within the basin with new pipes and pumping systems provided by developers.
5. The new MPD-built piping systems are virtually leak-free, and there is little to no infiltration and inflow. Traditional (and historic) sewage flow assumptions in these areas will result in overly conservative design criteria. A new planning standard is proposed for these areas (Average Wet Weather flow of 175 gpd/eru, and a Peak Instantaneous Flow of 374.5 gpd/eru (I&I Included)).
6. The old-town piping systems (Jones Lake Basin) have Infiltration and Inflow that matches regional use patterns. In these areas, the historic design criteria of 187 gpd/eru, plus a 2.5 peaking factor, plus 700 gpd/acre should be used for Peak Wet Weather Flow planning and design criteria.

SYSTEM ANALYSIS

4

4. SYSTEM ANALYSIS

A system analysis evaluates the ability of the wastewater system facilities to meet current and projected customer demands including administration, collection, conveyance, and pumping. The Washington State Department of Ecology (DOE) establishes guidelines for wastewater system facilities design. Different hydraulic loading considerations include average base flows (regular wastewater discharge by customers), and peak flows (the base flow plus peaking flows including infiltration and inflow (I&I)). The purpose of this chapter is to:

1. Determine whether the adequate collection, conveyance, and pumping facilities are available to meet projected demands (the City does not have treatment requirements),
2. Identify any system facility deficiencies.

This chapter will explain some of the criteria, analyses, and conclusions for each of these items.

SYSTEM OVERVIEW – WAC 173-240-050(3)(d)

As discussed in Chapter 1 - System Description, the City's retail wastewater service boundary covers approximately six square miles spanning from Covington to the Green River in South King County. Black Diamond's wastewater system currently has four basins served by five lift stations and approximately 31 miles of pipe. The following sections describe major system components in association with the basin or portion of the wastewater system they serve.

Four approaches will be taken regarding the evaluation of the useful life of the infrastructure for the wastewater system. As the impacts of these four approaches relate to the level of service provided to the customers and the risks assumed in the operation of the wastewater system, the Council will set a policy regarding the preferred approach. These approaches will generally consist of:

- Capital funding transfers from the Operating Fund at historical levels,
- Replacing a uniform percentage of the wastewater system infrastructure each year proportional to the expected service life,
- Replacing the wastewater system infrastructure at the predicted end of the useful life,
- Replacing the wastewater system infrastructure based on asset management strategies temporarily modified by CIP delivery capacity.

The useful life of the various components of the wastewater system infrastructure will be set for the initial evaluation of the system. Service life expectations will be refined in the future based on actual condition investigation. In general, the initial planning level service life for components used is:

Table 22 - Recommended Facility Replacement Schedule

COMPONENT	INCREASED MONITORING	USEFUL LIFE FOR PLANNING
Pipe:		
Concrete	35 years	50 years
Cast Iron	35 years	50 years
Ductile Iron	40 years	60 years
HDPE	40 years	60 years
PVC (Gravity)	50 years	75 years
PVC (Force Main)	50 years	75 years
Manholes:		
Concrete	35 years	50 years
Lift Station Wet Well	25 years	40 years
Equipment:		
Electrical Gear	15 years	20 years
Pumps and Motors	15 years	20 years
SCADA	7 years	10 years
Grinder Pumps	10 years	15 years

For the purposes of replacement analysis, trunk lines were combined with collection mains to identify a hypothetical replacement schedule based on the year the asset was installed. The recommended replacement schedule of the conveyance facilities is depicted in **Table 23: Sewer Main Replacement Cost Allocation** (gravity and force mains) This analysis includes the replacement of the sewer mains at the end of their useful life and does not include any pipes identified for replacement or repair because of capacity, maintenance, risk, or damage concerns. The improvements in **Figure 28: Capital Improvement Plan** include those identified in the 2013 General Sewer Plan.

Table 23: Sewer Main Replacement Cost Allocation (gravity and force mains)

BASIN	Average Age of Infrastructure	Replacement Cost of Infrastructure (rounded)	Cost/year for Remaining Life (rounded)
Rock Creek	0	0*	\$0
Jones Lake	43	\$118,000,000	\$3,700,000
BD East	0	0*	\$0
BD West	3	\$30,000,000	\$416,000
Total		\$148,000,000.00	\$4,116,000.00

* These basins do not currently have sewer mains or facilities.

The costs depicted in **Table 23: Sewer Main Replacement Cost Allocation** (gravity and force mains) show an average annual expenditure of approximately \$4,100,000 per year to replace the infrastructure prior to the end of its planned useful life (75 years for pipelines). Ideally, planning efforts should attempt to reduce the number of pipes that must be upgraded in size prior to the end of their useful life. However,

changing usage, demographics, land use patterns, and zoning can always change the planned projects, and it must be assumed that some level of upgrade will continue to be required. For the purposes of planning, it is assumed that pipeline replacements will begin in 2028, and the next five years will be used to prepare the utility to operate and manage a significantly larger and more complex utility. Chapter 10, the Capital Improvement Program Chapter, uses this as the basis for budgeting.

WASTEWATER TREATMENT - KING COUNTY

Treatment and disposal of 100% of the City's wastewater flows are performed by the King County Department of Natural Resources – Wastewater Treatment Division (King County) under contract (copies of the contracts are included in Appendix K). Treatment occurs at the King County Renton Treatment Plant in Renton. The City's wastewater is conveyed to King County for treatment via the Lake Sawyer Interceptor which originates in Lake Sawyer Road and is wheeled through Soos Creek by the Soos Creek Water and Sewer District. The applicable treatment and wheeling agreements are included in Appendix L and M.

Under the Treatment services agreement with King County, King County will provide facilities for the conveyance, treatment and disposal of all wastewaters generated within Black Diamond. King County's Treatment Facilities are planned and operated under their own General Sewer Plan and Black Diamond has, by Agreement, tendered all responsibility for planning, design and operation to King County.

The current agreement with King County does not provide an upper limit on the quantity of wastewater that can be discharged to King County for treatment. King County is required to build additional facilities in the future to serve the growing demand within Black Diamond and those facilities are currently in the planning phase (refer to King County for additional details). In the event that sufficient capacity is not available when it is needed, The City will work with King County and any affected Developers to identify a suitable treatment or conveyance solution.

WASTEWATER CONVEYANCE CAPACITY EVALUATION

The City wastewater system has a backbone of larger sewer lines categorized as "Trunk" sewer mains. The trunk sewer mains consist of 10" and larger pipes.

The trunk sewer lines in the City are listed and illustrated by basin in Chapter 1 - System Description. The City identified improvements in the 2013 General Sewer Plan based on flow projections that potentially overstated the flows per Equivalent Residential Unit and I&I. The City recently finished a monitoring program to validate the previous modeling assumptions before moving forward with the improvements outlined in the 2013 plan that were intended to address future capacity limitations. The results of the monitoring program are included in **Appendix M: MPD Unit Flow Analysis**.

Jones Lake Basin

Sewage within the Jones Lake Basin is collected via gravity pipelines and three lift stations and discharged to the Jones Lake Lift Station (where it is pumped to King County facilities in Lake Sawyer Road). This basin is largely developed with a minor expectation of in-fill development on miscellaneous vacant lots and some redevelopment. There is little opportunity for new roadways and new sewers within this basin. As such, most sewage, including additional flows from in-fill and redevelopment, will use the existing sewer pipes. Some pipes will need to be replaced due to age and some will need to be replaced due to capacity limitations and these projects are summarized in Chapter 10.

The Jones Lake Lift Station is located adjacent to Jones Lake and is within the flood plain of that lake. Periodic flooding inundates the lift station site and floods the influent manhole, compromising peak pumping capacity from the Lift Station.

This basin is expected to reach saturation development within the 2040 planning period and ultimately will serve 1,986 ERU.

Rock Creek Basin

The Rock Creek Basin is undeveloped and is currently operated as an active gravel quarry by the Palmer Coking Coal Company. The underlying zoning for this basin is 8 du/acre and Palmer has indicated that mining operations will likely be terminated during the term of this General Plan and that the area will develop with a combination of residential projects and commercial expansion.

Sewage from this area will likely flow to the south and west of the basin (due to natural topographic relief), however, there are some significant challenges in planning and designing sewer service for this area. The topography is relatively flat, and the area is expansive; gravity sewer service has the potential to result in either flat sewers or deep sewers, neither of which are easy nor inexpensive to maintain for the City. In addition, Rock Creek at the western edge of the basin forms a natural barrier to gravity sewer service, and it is likely that a Lift Station will be needed to solve the problem of flat sewers and conflicts with the Creek geometry.

A roadway planned at the basin's southern boundary (Pipeline road) is currently being designed and is expected to be built and in service within the next two years. It is anticipated that this roadway will serve as the corridor for gravity service from the Rock Creek Basin and also as the corridor for an interceptor pipe for the Lawson Hills Development (which is too big to be accommodated in the Jones Lake Lift Station). In other words, the Rock Creek Basin must contribute wheeling capacity for the Lawson Hills Development (BD East Basin).

For the purposes of planning, development in this basin has been assumed to start beginning in 2025. Palmer Coking Coal has indicated that they may continue to quarry until 2013; however, we are using an aggressive estimate of potential basin development so that the off-site facilities necessary for basin service will be available when needed.

This basin is not expected to reach saturation development within the 2040 planning period and will ultimately serve 6,406 ERU.

BD West Basin

The entire BD West Basin is currently being developed under the Ten Trails Master Planned Development Agreement. All wastewater facilities (collection system, interceptors, lift stations, and forces mains) are being provided by the Master Developer, Oakpointe. All planning considerations and design standards are included in the Ten Trails Development Agreement.

This basin is expected to reach saturation development within the 2040 planning period and ultimately will serve 4,800 ERU.

Currently, all sewage is collected and conveyed to the Ten Trails Lift Station which is located adjacent to the regional stormwater pond in Phase 1A of the development. This station is equipped with on-site emergency power generation, variable frequency drives (which can match the pumping rate to the influent rate) and flow-metering equipment. As flow rates increase in the BD West Basin, the pumps may

need to be replaced with higher capacity units. Any replacement or upgraded equipment will be provided by Developers in conjunction with Platting activities under the Ten Trails Development Agreement.

Development within Phase 2 on the Ten Trails development will discharge to a new pump station that will likely be located as shown in **Figure 19** - BD West Basin CIP. This new pump station will be designed with variable speed pumping capability (to accommodate build-out in the Basin without low-flow pumping problems), rag remediation equipment, and on-site power generation. The Lift Station will also be equipped with emergency bypass storage to allow some attenuation of high flows. The permanent facility will also be interlocked with the Jones Lake Pump Station so that the station can be allowed to operate during the times when the Jones Lake Station is not operating. This will allow additional flowrate flexibility for operation and maintenance staff. These improvements will be provided by the Developer under the terms of the Development Agreement and as a condition of Plat activities. It may be possible to replace the Phase 1 Lift Station with the Phase 2 Lift Station and retire the Phase 1 Lift Station after Phase 2 construction. This will be analyzed in conjunction with the Phase 2 Lift Station design.

Both BD West lift stations (the existing Phase 1 Lift Station and the Phase 2 Lift Station) pump through a force main to a point of discharge to the King County Interceptor pipe in Lake Sawyer Road.

BD East Basin

The BD East Basin is largely undeveloped and is expected to be developed under the Lawson Hills MPD Development Agreement. All wastewater facilities (collection system and interceptor pipes) are being provided by the Master Developer, Oakpointe. All planning considerations and design standards are included in the Lawson Hills Development Agreement.

This basin is expected to reach saturation development within the 2040 planning period and ultimately will serve 1,258 ERU.

This Basin is characterized by steep terrain and is underlain by historical mine workings. As a part of the Development Agreement requirements, subsurface explorations are required to verify the location of the previous mining shafts and the development and utility locations (and configuration) adjusted accordingly. That work is currently underway.

In addition, this Basin is characterized by bedrock near the ground surface, and special construction and dewatering design requirements may be necessary to complete construction.

The discharge location for sewage from this basin is dependent upon the timing of the construction of Pipeline Road.

If Pipeline Road is complete before basin development, then this Basin will discharge directly to the King County interceptor in Lake Sawyer Road. It is expected that this Basin will discharge into an interceptor pipe that traverses the Rock Creek Basin (presumably following the southern boundary of that basin). That pipe might be pressurized or gravity-flow at the developer's discretion. In addition, flows from this Basin might discharge directly to the King County Interceptor or they might discharge to a new lift station located in the Palmer Gravel quarry near Rock Creek. This final design configuration will be based on the opportunities available for combining BD East Basin facilities with the Rock Creek Basin facilities.

If Pipeline Road is not complete or available for construction of an interceptor pipe, then sewage from the BD East Basin will discharge to the Jones Lake Lift Station through a combination of new and existing piping. Some existing piping may need to be replaced or oversized based on capacity or condition. If this discharge location option is selected, then King County will likely need to upgrade the capacity of the Lift Station.

CONVEYANCE SYSTEM INFLOW AND INFILTRATION

During the 2013 Comprehensive Plan development, a peak Inflow and Infiltration (I/I) rate of 1,400 gallons per acre per day was utilized. The sewer model was then calibrated for both dry winter weather and wet winter weather data. The model results correlated well for the dry winter weather flows; however, the model results for wet weather flow were higher than measured, and this was attributed to several I/I reduction projects completed by the City since the 2013 plan completion. As discussed in other areas of the plan, the model developed and calibrated during the 2013 process is still the most current model. This model appears to be reasonably conservative.

Development and sewage flows in the Ten Trails MPD have been carefully monitored and the BD West Basin flows are significantly different from the flow observed in the Jones Lake Basin. Flows in the MPD are substantially less (per ERU) with virtually no I/I and no wet weather peaks. The details of this analysis and these conclusions are included in Appendix M. For planning purposes, we will assume that all future large-scale developments (Ten Trails, Lawson Hills, Rock Creek Basin) will follow the trends observed in the Ten Trails development, namely Peak Wet Weather flows of 175 gpd/eru (including I&I) with a Peak Instantaneous Flow of 265 gpd/eru. (details of this analysis can be found in Appendix M). Flows in the older Jones Lake Basin will continue to use the previous planning criteria of 187 gpd/eru, with a peaking factor of 2.5 based on the Ecology Orange Book and 700 gpd/acre of I/I.

LIFT STATION EVALUATION

There are six public pump stations within the City of Black Diamond, summarized in **Table 24: Lift Station Summary**, that serve properties that are too low in elevation to be served by typical gravity sewers. The location of these pump stations is shown in **Figure 5: Pipelines and Major Sewer Facilities**.

Table 24: Lift Station Summary

PUMP STATION	CONSTRUCTED	PUMPS	CAPACITY
Ridge Pump Station	1993	1.5hp/1.5hp	105 gpm
Diamond Glen	1981	1.5hp/1.5hp	94 gpm
Morganville	1980	20hp/20hp	313 gpm
Jones Lake	1992	50hp/50hp	1,180 gpm
Lawson STEP	UNK	0.5 hp	20 gpm
Ten Trails	2019	25hp/25hp	208 gpm ¹

All stations are currently equipped with a minimum of two pumping units, each capable of meeting peak flows with one of the pumps out of service. Some stations are not equipped with on-site back-up power supply; however, all stations are equipped with the capability to be operated from the City's portable power generators.

A detailed investigation of the condition of each of the pump stations is beyond the scope of this General Plan; however, a detailed investigation should be performed and is recommended in the Capital Improvement Plan. At a minimum, the City should acquire and stock a replacement pump and motor for each station so that repairs can be performed as needed without the need to wait for new equipment to

¹ Interim capacity pending approval by King County for capacity increase. 1,200 gpm possible with alternative pump equipment.

be ordered. In addition, each station should have backup power capability or a separate mobile, yet dedicated, emergency power supply generator.

Recent operating experience at the Ten Trails Lift Station shows that sewer systems serving urban village-type developments may experience rag problems that are significant enough to present operational problems and frequent pump failures. All future lift stations should be designed with separate chopper-style preconditioning systems to minimize the ragging problem.

INDIVIDUAL GRINDER PUMPS AND PRESSURE SEWERS

There are currently approximately 13 individual Grinder type septic tank effluent pumps that pump into small-diameter pressure sewer force mains before discharging into the City's gravity sanitary sewer system. These pressure sewers use septic tank effluent pumps to discharge into the gravity sewer collections system while solids are allowed to settle in a septic tank. These arrangements are used to serve individual collections which are otherwise too low in elevation or remote to be connected to the City's gravity collection system. The City is responsible for maintaining these pumps and septic tanks, and the septic tanks are pumped approximately every four years. The City discourages the use of Grinder Pumps, but where necessary, the City allows and maintains the units.

ODOR AND CORROSION

The City's sewer collection system has not had a significant odor problem in the past. The pump stations will tend to turn slightly anaerobic in the late summer and generate a small amount of hydrogen sulfide gas. The City has not received any complaints, but occasionally odors have been noticed on the sidewalk near the intersection of Abrams and Morgan Street in the late summer (but only when the Abrams pump station happens to be running). The City is not planning any odor control projects.

Most of the City's grinder pumps discharge into Manhole 90 and Manhole 92. These manholes show some signs of corrosion and are currently monitored for degradation. We do not anticipate that there will be a need for mitigating actions on these two manholes in the next six years. The manholes that accept discharges from pump stations are also in reasonably good condition.

COLLECTION SYSTEM EVALUATION

A hydraulic model of the Black Diamond sewer system was developed in conjunction with the 2013 update to the General Sewer Plan. The model was initially developed by Pacific West Engineering using GIS-based manhole and invert information, existing as-built data, and field investigations. System flows were assigned and modeled using a typical diurnal curve and the model criteria are shown in **Table 25: Model Criteria**. Flows were distributed based on the projected ERUs from Chapter 3.

Table 25: Model Criteria

SYSTEM ELEMENT	ASSUMPTION
<i>Gravity Pipes</i>	Manning's $n=0.013$ (for PVC and RCP and DI) Minimum Velocity = 2.0 fps $d/D = 0.80$ Pipe details taken from as-built records

<i>Manholes</i>	Rim elevations from GPS readings or digitized contours Inverts from as-built records
<i>Force Mains</i>	Hazen & Williams C=100

Figure 17 - Existing Trunk Line Capacity shows the main sewer trunk lines of the City's existing sewer collection system and the sub-basins they serve. The limiting section of each trunk line was identified and labeled. All the trunk lines of the existing sewer collection system have sufficient capacity to serve the infill and redevelopment potential within the Jones Lake Basin.

In analyzing the existing collection system (in the Jones Lake Basin), it is important to use an accurate diurnal curve representing average and peak flows throughout the day. For modeling in the Jones Lake Basin, we used a curve that is representative of urban bedroom communities with very little commercial development. This resulted in Average Wet Weather Flows of 187 gpd/eru with a 2.5 peaking factor (for the Jones Lake Basin).

The Rock Creek, BD East, and BD West Basins are modeled using a Peak Wet Weather flow of 175 gpd/eru with Peak Instantaneous Flow of 265 gpd/eru (and no additional inflow or infiltration). These values have been extensively evaluated for the basins that will be developed under MPD Development Agreements (see Appendix M).

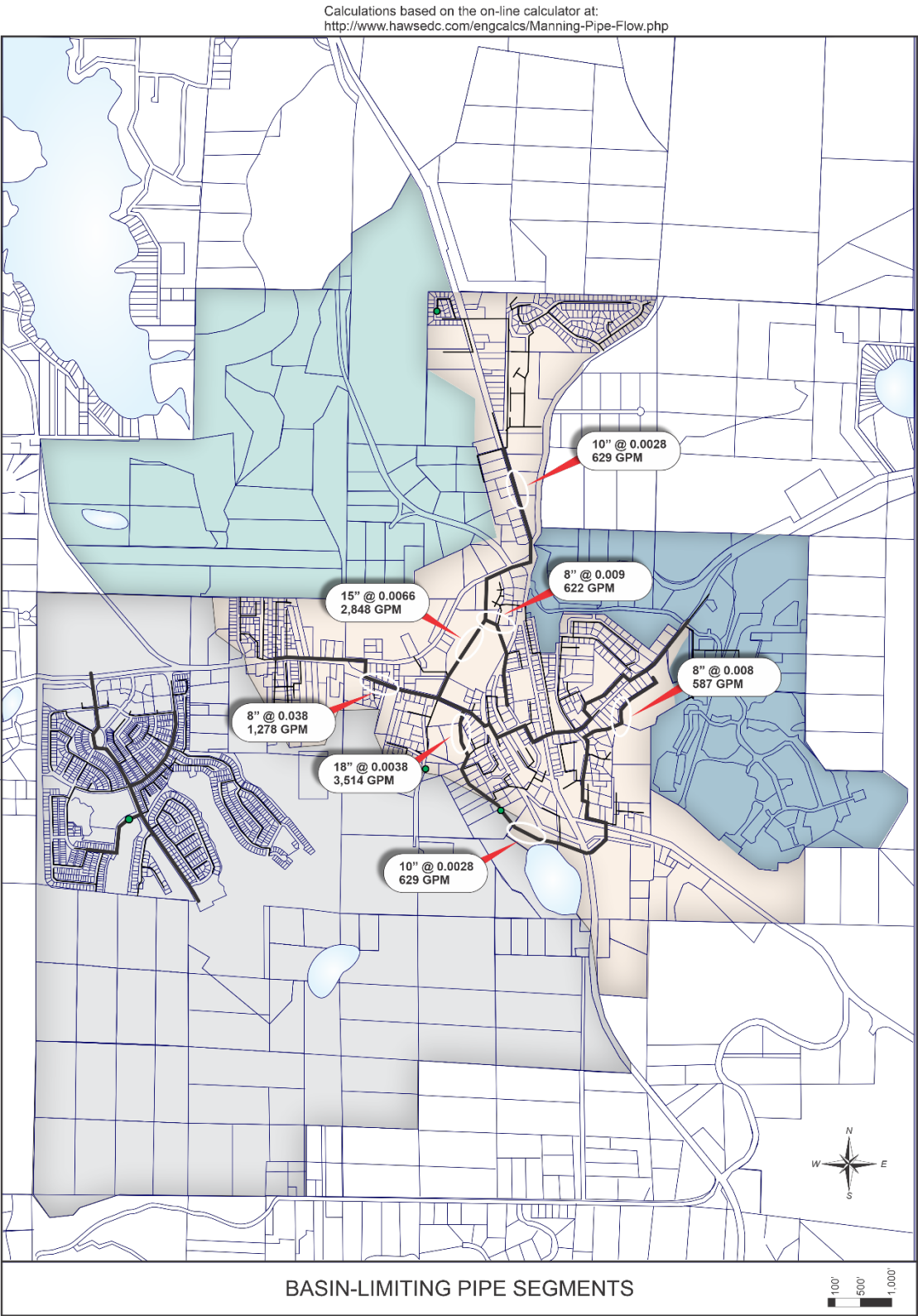
The Model for the Jones Lake Basin is owned and maintained by the City (in SewerCAD) and the planning and design for the other basins will be the responsibility of the Developer under the terms of the Development Agreement. When the design of the sewer support facilities for those Basins is complete, the SewerCAD model for those basins will be conveyed to the city for integration into the Jones Lake Basin model.

Two types of flow are simulated in the sewer model – average day flow for both dry weather conditions and wet weather conditions. Inflow and Infiltration flows were distributed throughout the system in terms of gallons per acre per day. Flows were distributed throughout the existing Jones Lake Basin based on actual demands from water billing records and unit counts from aerial photos. Flows were then refined and calibrated to match actual measured flow data at the Jones Lake Pump Station.

The sewer system capacity analysis demonstrates that the existing Jones Lake Basin system has sufficient capacity to handle the current Jones Lake Basin flow conditions. Additionally, the main trunk lines of the existing Jones Lake Basin sewer collection system also have more than enough excess capacity to handle all of the in-fill and redevelopment potential within the Jones Lake Basin.

There is not enough capacity in the Jones Lake Trunk Lines, however, to accommodate all of the development in the BD East Basin, and some upgrades will be necessary to accommodate any additional flows from that development.

Figure 17 - Existing Trunk Line Capacity



COLLECTION SYSTEM LATERALS

The City has over 1,800 retail wastewater customers. The current mapping system does not contain a complete listing of all installed laterals serving these customers. The Black Diamond wastewater system contains single-connection laterals, shared laterals, as well as some “dry” or installed but not currently connected laterals of both varieties.

Laterals are typically treated as appurtenances to the larger conveyance sewer lines. Sewer laterals beyond the right-of-way are located on private property and are privately owned and maintained. There currently is no specific program to monitor and upgrade sewer laterals other than replacing sewer laterals on the public side in conjunction with already scheduled collection projects.

Should future investigations identify any benefits of assistance programs for side sewer repairs, a program would be explored at that time. Currently, lateral improvements will be included in the cost of work on the adjacent main or trunk; and the level of work, replacement, repair, or re-use will be determined by the circumstances of each project.

SUPPORT INFRASTRUCTURE

For the purpose of the Capital Improvement planning process, City assets that are not discussed as a direct part of the wastewater system in the preceding sections but are necessary for the proper functioning of the sanitary wastewater utility are included in this section. This includes such assets as:

- Maintenance and Operation buildings
- Significant equipment, such as Vactor trucks and bypass pumps
- Administration building
- Communication and Data Management systems such as:
 - SCADA systems
 - Phone systems.
 - GIS systems
 - Billing systems
 - CMMS systems
 - Vehicles

Support Infrastructure Life Cycle Considerations

The costs for the upkeep and replacement of the support infrastructure and assets must be considered when establishing a financial plan for the utility. Known large items may be included as direct line items in the Capital Improvement Plan. Also, under consideration is the establishment of a separate Equipment Reserve and Replacement (ER&R) fund to address these assets. Until such a time as an ER&R fund is established, allowances will be placed in the Capital Improvement for these assets. This will help prepare a better financial model when evaluating the options facing the City. This approach is temporary and will likely be revised in the future.

A specific deficiency has been identified in the SCADA communication system. The sewer system is currently integrated into the SCADA system for alarms only. However, the capability to remotely control and optimize the sewer lift station operations may be a valuable tool and result in improved levels of service at a reduced cost. An evaluation and potential systemwide upgrade are included in this Capital

Improvement Plan. Needs have also been identified for improved GPS Systems, improved GIS Systems, Contract Management Systems, and an Integrated Enterprise-wide Software Solution.

The personnel chapter as well as future growth indicates that staffing levels will continue to increase; however, city buildings are at or possibly slightly over capacity. A space needs study has been identified as becoming necessary once the expectations for the future are established. For planning purposes, it is further anticipated that additional square footage of office space, maintenance shops, and garages will be necessary. Given a roughly 200% increase in infrastructure and increasing maintenance and replacement needs over the 2040 planning period, a rough figure of 50% expansion will be used for planning until a space needs study is completed.

ITEM	VALUE	LIFE	Reserve and Replacement Allowance (rounded)
SCADA Hardware/Software	\$250,000	7 years	\$36,000
Business Hardware Software	\$75,000	10 years	\$7,500
Licensed Vehicles	\$150,000	10 years	\$15,000
Construction Equipment	\$350,000	15 years	\$23,000

Emergency Power Evaluation and Administration Generator

A combined project between the water and sewer systems, an evaluation of all emergency power throughout the City including current needs, future needs, and available resources will be conducted.

Remote Site Communication Evaluation and Replacement

A combined project between the water and sewer systems, the existing legacy communications, radios, and R/F equipment used between the remote sites and the main operations center (and staff) should be evaluated and recommendations developed for future communication between the remote sites and the main office.

Lift Station Lighting, Security, and Paving Improvements

Addressing common lighting, security, and paving needs at multiple lift stations.

Wireless Optimized VPN

Evaluation of a wireless optimized VPN solution allowing mobile devices to remain connected to the City network with little or no user intervention which would provide significant productivity improvements for mobile users.

Enterprise GIS

Move to an enterprise GeoDatabase GIS solution which will provide needed strategic asset planning, customer service, and asset management that are unable to be performed currently.

Electronic Content Management System

Provide a centralized records repository for storage and management of electronic records and email to improve efficiency for records retrieval, reduce the risk for compliance with public records requests, centralize the location of records, allow application of records retention schedules to electronic records and email, provide an efficient method for appropriate destruction of electronic records per records retention schedules, and manage draft and final copies of records as appropriate.

Capital Tools

In an effort to keep crews properly outfitted with tools necessary to their daily tasks, the purchase of miscellaneous small tools is necessary. These have been included as a capital need under the heading “Equipment Acquisition” in the Capital Improvement Plan and may include:

- Miscellaneous Hand Tools
- Pneumatic Piercing Tool
- Air Compressor
- SSPH Slip-in Pre-Mix Heater for Asphalt
- Sewer Mainline Point Repair System

Spare Lift Station Motors

In an effort to be more proactive in lift station maintenance, this would include the purchase of a spare pump and motor in the event of failure at each lift station. Each lift station is different and has its own unique requirements and circumstances. As such, each of the spare lift station pumps and motors should be specific to their respective lift station.

Facilities Security Upgrade

This project will bring the City up to date on access control to all facilities. The City will receive a patented key-way system that ensures that no person can make a spare key to enter any facilities. Using a system similar to the NexGen XT System, the City will not only be able to control who has access to each facility, but it will also enable the City to see when a person enters a facility, helping to keep facilities secure.

Vehicles

In an effort to provide adequate transportation equipment for daily operations, the following vehicles have been proposed and included as a capital need:

- Pickup Truck for each new hire
- Vactor Truck
- Lead Truck (Ford F550) or equivalent)

Department Staffing Upgrades

The addition of additional staff in the Public Works Department is to improve workloads and create better coverage. See Chapter 8.

RECLAIMED WATER USE

The sewage produced in the City is sent to King County for treatment. Therefore, Reclaimed Water Use opportunities would be associated with those treatment facilities and have not been further analyzed in this plan. The MPD projects, however, have been constructed with the intent to maximize the opportunities for reclaimed water use in the water if regulations or economics make on-site treatment and use feasible. This includes community irrigation systems constructed to reuse standards and separated from potable systems. In addition, the existing Ten Trails Lift Station has been configured to be able to pump stormwater from the adjacent pond if this opportunity becomes feasible.

Recent technological improvements, however, may make it feasible to treat wastewater in small-scale facilities at an economical price. This could potentially reduce the reliance on King County for treatment, lower utility costs, and provide a source for reclaimed water. Policies have already been included in this plan identifying the potential for the use and ownership of reclaimed water. Future plat planning, especially for large-scale developments and MPDs must consider the ability to put reclaimed water to beneficial use and provide facilities to catalyze those opportunities when they are available. Small-scale treatment facilities are not expressly approved via this General Sewer Plan however, and any use of such facilities would require an amendment to this plan.

SUMMARY OF EXISTING DEFICIENCIES

The following deficiencies have been identified in the existing system and utility. The proposed remediations and mitigations for these deficiencies are included in Chapter 10.

1. The Utility does not have a viable fund or procedure for replacing assets on a programmed, proactive basis.
2. The Jones Lake Lift Station capacity is compromised by periodic flooding at the lift station site.
3. Several public collection system pipes in the northern portion of the Basin are located on land without an easement or title.
4. The BD West basin does not currently have sufficient capacity to support the full buildout of the basin. This will require the addition and relocation of pumping facilities.
5. The City does not stock replacement pumps and motors for the City's most critical lift stations.
6. The City does not currently have the capability to provide standby power to all of the Lift Stations simultaneously.
7. The existing lift stations are not capable of remote control through the City's SCADA system.
8. Given the size of the utility systems, the City does not have sufficient operating staff.
9. The existing O&M and SCADA communication systems are at the end of their useful life and do not provide sufficient emergency preparedness and reliability.
10. The existing Lift Stations do not have standardized emergency access, lighting, and security configurations. In addition, O&M staff cannot use mobile and remote-enabled devices to access the existing electronic infrastructure without potentially compromising SCADA and Enterprise System security.
11. The sewer utility does not have an electronic record-keeping system nor a viable GIS system and access to timely and accurate information is compromised.

FACILITIES DESIGN AND CONSTRUCTION STANDARDS

5

5. CITY FACILITIES DESIGN AND CONSTRUCTION STANDARDS

Sewer Planning and Design Standards

The City has adopted sewer planning and design standards in an attempt to create a sanitary sewer system that is reliable, safe and affordable. These standards are applied to all developments in the City unless a specific standard has been revised through the adoption of a Development Agreement. The uniform application of standards ensures equity and predictability in the sewer utility. A complete copy of the Standards is included for reference in **Appendix N – Sewer Planning and Design Standards**.

It is the intent of the City that the planning and design standards meet the applicable requirements of the Ecology “Orange Book” and will be updated as necessary to comply with Ecology Standards.

Standards may be revised or modified by the Public Works Director to fit individual or unique situations when the revision provides an equivalent or better level of service, safety, and reliability.

Chapter 13 of the Black Diamond City Code and the Black Diamond Wastewater Comprehensive Plan are the basis for the Standards.

The standards do not include design of special facilities, such as Pump Stations, Grinder Pumps or Sewage Lift Stations. These special facilities require unique design requirements and will be subject to the standards set forth in the Washington State Department of Ecology (DOE) Criteria for Sewage Works Design Manual (Orange Book) and individual review by the City.

Although the standards are intended to apply to physical development within the City, the standards may not apply for all situations in which they may be modified by the Public Works Director.

MAINTENANCE AND OPERATIONS

6

6. MAINTENANCE AND OPERATIONS

GENERAL

The purpose of the maintenance and operations chapter is to describe existing programs at the City used to inspect, operate, maintain, repair, replace, and sustain the wastewater collection and conveyance facilities; and to evaluate the potential impact of future desired programs and known challenges. The chapter will examine five program areas: maintenance and operations, facilities, prevention programs, recordkeeping, and regulatory requirements. As these programs are developed, upgraded, and expanded to meet growing demand, our staff and Council will need to evaluate the need for additional staff.

The City needs staff that are well trained and well compensated. This minimizes staff turnover, which reduces costs and improves level of service. As a part of our planning and preparing to meet the needs of a larger and more complex utility, we propose to increase our staff training budget from \$8,000/yr to \$15,000/ yr. This is included in the Financial Plan.

Infrastructure Maintenance Programs

The installation, maintenance, and operation of wastewater collection and conveyance facilities require significant investment by our community. In order to ensure that the City's system meets the needs of our current customers while preparing for the future, the City maintains its facilities on a regular schedule to ensure reliable service, maximize the useful life of its assets, and keep rates stable.

The following subsections describe the major programs used by the City to ensure a sustainable, affordable wastewater system.

Large Equipment Capability

The City currently lacks the large equipment needed to provide proper emergency maintenance and repairs for the collection system. When this equipment is needed, it is currently rented or provided by contractors, both of which increase costs and delays return to service times. We have identified the following large equipment needs and these are included in the Capital Improvement Plan with major purchases phased in over a five-year period.

1. Vactor Truck,
2. Jet-Rodder Vehicle,
3. Pickup Trucks for new hires,
4. Pickup Truck (F-550 type) for on-call staff and emergency response

Collection System Repair and Replacement

The collection system repair and replacement program is responsible for gravity sewer mains, force mains, lamp holes, and manholes found throughout the four drainage basins. Our wastewater collection staff performs the following functions:

- Assessing and repairing lamp holes and manholes,
- Inspecting trunk lines and interceptors,
- Performing routine flushing of sewer mains (particularly for locations with flat slopes and excessive fats, oils, and grease buildup),
- Repair of sewer main leaks,
- Replacement of sewer facilities.

Part of an effective preventative maintenance program is to track the condition of system assets over time. This helps prolong the life of the sewer collection system by preventing small issues from becoming larger, making the repairs more costly or requiring facility replacement.

As the wastewater collection system grows and ages, the need for increased maintenance and operation and additional staffing is likely. Staff have assessed the levels of service needed for routine cleaning and maintenance including the following:

- Camera and CCTV equipment
- Confined Space equipment (blowers, sniffers, tripods, harnesses)
- Trench boxes
- Crane Lifts for Maintenance Trucks

This equipment is included in the Capital Improvement Plan phased in over a multi-year period.

Performance Indicator: Sewer System Integrity

This measures the number of flow restrictions caused by pipe failure, blockages, pipe deterioration or root intrusion within the City-owned sewer system per 100 miles of sewer main with the goal of three or less sewer collection system failures per 100 Miles of Sewer Main per Year.

Performance Goal:

Three or fewer collection system failures per year per 100 miles of pipe.

LIFT STATIONS

The lift station maintenance and operation program is responsible for preventative maintenance, repair, and operation of the City's lift stations. Lift stations exist where topography does not currently allow for gravity flow to treatment facilities. Our staff is responsible for inspecting, cleaning, and maintaining the stations regularly, including:

- Wet wells and priming systems,
- Physical sites,

- Standby generator testing,
- SCADA/control system,
- Bypass connections.

Our staff works with the neighboring property owners to ensure they are aware of known upcoming repairs.

The City has updated the design standard for our lift stations to help reduce the frequency of cleaning and maintenance. While the City tries to use gravity flow methods instead of lift stations where possible, additional Lift Stations will be needed to serve the north triangle of the Lawson Hills MPD and the Palmer Pit development area. We are also planning to redirect flows in the northeastern corner of the City, which currently flows to the Jones Lake Lift Station.

In addition, staff work to discourage grinder pumps or small-scale Lift Stations serving small areas or individual plats.

AFTER-HOURS STAFFING

It is a priority of the City to provide high-quality, reliable service to our customers at all times. This requires ensuring that all O&M infrastructure is functioning at all hours of the day through an after-hours program, where City staff are on call and available to respond 24 hours a day, seven days a week. Duty personnel are readily available to our customers to solve problems over the phone; as well as respond in person as needed to such emergencies as overflows, backups, locate requests, and lift station malfunctions. The staff is also responsible for monitoring system alarms and lift station failures through the SCADA system. Duty staff has the capability to both call out additional staff and coordinate with other agencies when needed.

PREVENTATIVE MAINTENANCE AND MONITORING PROGRAMS

Preventative maintenance and monitoring programs are a priority that benefits our customers. By consistently monitoring and evaluating the system, the City ensures that facilities last for their expected life and provide maximum value to our customers. This section outlines the programs used to regularly assess and monitor the sewer collection system.

Performance Goal:

Spend 75% or more of sewer system maintenance hours on planned (preventative) maintenance.

CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION

A Closed-Circuit Television monitoring program is needed to visually inspect the interior of sewer pipes for:

- Excessive I/I
- Defects, cracks, and breaks,

- Overutilization of pipe capacity,
- Cross-bores, root intrusion, and other debris,
- To verify the system record drawings.

City staff do not currently have CCTV inspection capability, but it is a necessity to meet our level of service goals. Currently, all CCTV requirements are provided by contractors which delays return to service times and increases costs. The City also uses CCTV inspection before and after construction projects to ensure that sewer mains are not damaged and to identify areas where rehabilitation is a viable option instead of replacement.

The equipment necessary to allow City staff to provide CCTV capabilities is included in the Capital Improvement Plan.

FLOW MONITORING

A Flow monitoring program is needed wherein a series of sensors are placed in selected manholes throughout the City to measure the quantity of wastewater passing through over time. This data is valuable for:

- Advance warning of pipe capacity issues,
- Verifying system demand forecast models,
- Evaluating the necessity of proposed capital improvement projects,
- Identifying areas with excessive inflow and infiltration (I and I),
- Measuring flows to Lift Station facilities.

The City does not currently have a flow monitoring program, nor do they have the equipment to implement a program. The equipment and staff necessary to design and implement a flow monitoring program is included in the Capital Improvement Plan.

SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) PROGRAM

SCADA is an automated operating system tool that allows City personnel to remotely view the performance of equipment at City lift stations and at select locations in the collection system. It records data for trend analysis and provides an overview of the entire system allowing our staff to monitor and manage system processes.

The City staff is focused on managing and upgrading the current SCADA system to improve the longevity of its components. Our staff is responsible for the operation and maintenance of the system, servers, and all related equipment. The development of an annual preventative maintenance program is also a priority.

Major challenges for the SCADA program are to ensure that staffing levels are adequate for fulfilling and updating preventative maintenance programs, and that the unique technical skills of those who work on the system are developed in our current workforce.

In general, SCADA for the sewer system is different than SCADA for the water system. Whereas water system facilities are remotely controlled, lift stations are more reliable when they are locally controlled. In this case, SCADA is primarily used to log operating information and not for remote control. In the City's

system, SCADA will be used to interlock the existing Jones Lake Lift Station with the proposed Ten Trails Regional Lift Station so that each station can be optimized to pump into the downstream interceptor pipe (owned by King County) without overflow or inundation.

A program to include remote monitoring and control optimization is included in the Capital Improvement Plan.

SECURITY

Security of the City's facilities falls into three primary categories: physical security, active security, and preventative security. The City regularly inspects its satellite facilities and renovates existing facilities to restrict and monitor unauthorized access. As part of the emergency planning process, the City plans to regularly update its various vulnerability assessments to evaluate emerging security issues and add needed improvements to the Capital Improvement Program.

Additional information can be found in Chapter 7.

The Capital Improvement Plan includes projects to improve security through lighting, fencing and improved access at the existing Lift Stations.

FACILITY, EQUIPMENT, AND FLEET MAINTENANCE AND INVENTORY

To maximize the performance, safety, value, and availability of needed resources, the City completes preventative maintenance on its buildings, equipment, and vehicles. The City is in need of additional equipment and facilities to properly maintain its inventory of tools, equipment and rolling stock. This includes the following specific projects:

- Covered storage space for equipment and tools,
- Additional office space,
- Storage space for tools and equipment,
- Decant facility for Vactor spoils.

The Capital Improvement Plan includes a study to identify the most effective and efficient way to meet the facility, equipment, fleet maintenance and inventory management needs of the sewer utility. This project should be coordinated with the needs of the other departments (water, stormwater, streets, parks) for shared services. Implementation of the results of the study are not included in this Capital Improvement Plan but will be estimated and prioritized after the study is complete.

FACILITY MAINTENANCE

In order to improve work quality and provide cost-effectiveness to our customers, facility maintenance is primarily conducted by City staff. Our staff is responsible for janitorial services and grounds maintenance, as well as electrical and mechanical maintenance at all City buildings and facilities. The desired effect of City facility maintenance programs is to continue to ensure reliable service to our customers, increase the life of facility components, and present well-kept facilities to our customers and neighbors. In the future,

the City will need to focus on developing preventative maintenance programs and expanding facilities maintenance. As the utility grows, additional staff will be needed to meet our maintenance obligations. Those staff are included in the Capital Improvement Plan.

EQUIPMENT AND FLEET MAINTENANCE

The purpose of the equipment and fleet maintenance program is to increase the longevity of mechanical assets, provide diagnosis and repair of equipment malfunctions, and to complete preventative maintenance on City equipment and vehicles. The City's fleet is on a rotational maintenance schedule based on mileage, which is tracked through the fuel management system. Our staff is also responsible for annual emissions testing and for weatherizing vehicles on a biannual basis.

Equipment and fleet maintenance is primarily completed by City staff which maximizes resources by minimizing the costly outsourcing of such maintenance. Equipment and vehicles are replaced as needed. As vehicles are replaced, the City should examine the use of hybrid, electric and biodiesel vehicles in order to lessen the environmental and cost impact of the vehicle miles traveled by City staff.

INVENTORY

In order to effectively complete the maintenance and operation of system infrastructure, the City keeps an inventory of needed parts and equipment in stock. An inventory tracking program is needed to maintain and organize parts and equipment.

Quarterly and annual checks are completed in cooperation with the Finance Department to ensure the accuracy of supplies and accounting. The use of an automated tracking system would enable inventory staff to receive parts and pay vendors in a timely manner which, in turn, helps to improve the City's credit rating and relationship with regular vendors.

An inventory control and management program (software) is included in the Capital Improvement Plan.

RECORDKEEPING AND REPORTING

All organizations rely on information to function effectively. Good recordkeeping includes appropriately recording, storing, and managing records so that information is available when it is needed. It is important to have processes in place that encourage good recordkeeping practices and provide context for the information stored. The City uses several methods to create, share, and store data, including those described below.

MAINTENANCE MANAGEMENT SYSTEM

The City does not currently use a computerized maintenance management system (CMMS) to track the design, installation, maintenance, and replacement of assets. Assets include facilities (i.e., lift stations), buildings, vehicles, large and small equipment, sewer pipes, pumps, and personnel. Automating routine maintenance would significantly help with scheduling staff,

ensuring adequate supplies are available for maintenance work, tracking trends, and improving the City's ability to respond to emergencies.

The Capital Improvement Plan includes the selection and acquisition of a CMMS system for maintenance management.

MAPPING AND GEOGRAPHIC INFORMATION SYSTEM (GIS) PROGRAM

Accurate maps of the sewer system are critical to everyday functions, such as locating facilities and pipes, identifying record drawings, and providing customers with side sewer location and other useful information. The City currently uses a schematic map of City facilities overlaid onto King County parcel data. This map is modified over time to reflect record drawings, new construction, and field corrections.

The City has a GIS system that is currently not used to its full potential due to a lack of staffing. Additional staffing, in part to load and maintain accurate system information, is included in the Capital Improvement Plan.

RECORDKEEPING AND REPORTING

The City strives to comply with all recordkeeping and reporting requirements found in its NPDES permit set by DOE and by the Public Records Act. Currently, records in the City are kept in multiple locations. The City should implement a records management plan and policy which is charged with the oversight of records in the City and with procuring an electronic records management system. As part of this process, staff should evaluate which records can be stored solely in electronic format in order to free up physical space for other uses. It is likely this system will include the other utilities in the City (streets, water, park, stormwater), and any record-keeping system should adequately serve all the various utility needs.

The Capital Improvement Plan includes the acquisition of a new electronic records management system to track all paper and electronic records and improve the City's ability to respond to public records requests. This will require an analysis of the staff, resources, and equipment needed to manage this program, which might not be reflected in the staffing needs of the utility.

REGULATORY ENVIRONMENT

State and federal legislative bodies enact regulations on the wastewater industry in order to promote public health and minimize or eliminate environmental impacts. Compliance with these regulations requires that organizations develop and implement standards that meet or exceed the law. Due to the increasing number of regulations and anticipated future regulations, the City examines the requirements holistically in order to limit duplication of effort. The primary regulations which impact wastewater services are described below.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT

Under the Clean Water Act, the National Pollutant Discharge Elimination System (NPDES) program regulates point sources that have the potential to discharge pollutants directly into surface water, such as oceans, lakes, rivers, or streams. The majority of the requirements for compliance under

the NPDES permit are administered by King County in conjunction with off-site treatment. We do not expect the city to need additional staff or resources for this program in the near future.

PUGET SOUND WATER QUALITY MANAGEMENT PLAN

The State adopted RCW 90.71 in response to the passage of the Federal Water Pollution Control Act in order to establish the need for a Puget Sound Water Quality Management Plan (PSWQMP). The State and many local jurisdictions were finding a lack of dissolved oxygen in south Puget Sound and Hood Canal, as well as documenting alarming changes to wildlife and habitat in the Puget Sound region.

Currently, all WWTFs in the Puget Sound area are completing baseline studies to assist with the development of this plan.

We do not expect the city to need additional staff or resources for this program in the near future; however, it is likely that sometime in the future this program may affect city staff and resources.

SEWAGE SPILL RESPONSE PLAN

The City takes its responsibility to respond to sewer spills seriously and does so in a manner that protects public health, the environment, and affected customers while meeting the regulatory requirements outlined in the NPDES permit. When the City is notified of spills or overflows during normal work hours, essential personnel are assembled immediately to respond. During non-business hours, on-call personnel follow standard operating procedures.

For collection system overflows in State waters (Lake Sawyer, Jones Lake), the City's reporting protocol includes notifying DOE, DOH Shellfish Program, DFW, King County Surface Water Management and Health District immediately when required. Affected municipalities are notified by the next business day or within 24 hours, whichever comes first.

For spills that affect private property, whether inside a structure or outside, the City's insurance pool is involved to ensure that cleanup occurs as quickly as possible. As spills occur, the City reviews and updates its sewage spill response plans as needed.

The City's Spill Response Plan Includes the Following:

1. Life Safety

The City will accomplish all reasonable achievable tasks to assure the health and safety of City employees and the public.

2. Incident Stabilization

The City will accomplish all reasonably achievable tasks to bring order to and control to the emergency event.

3. Property Preservation

The City will accomplish all reasonably achievable tasks to minimize damage to the City facilities or damage to customer properties that result from the City's sewer systems.

4. Situation Repair

The City will accomplish all reasonably achievable tasks to fix the issue caused by the event.

5. Debrief

The City will accomplish all reasonably achievable tasks to minimize the event from happening again in the future, along with documenting and reporting the event to other agencies as needed.

POTENTIAL FUTURE REQUIREMENT (CAPACITY MANAGEMENT, OPERATIONS, AND MAINTENANCE)

The Capacity Management, Operations, and Maintenance (CMOM) program is a framework of best practices for better managing collection systems, investigating areas with potential capacity issues, and responding to sewer spill events. Once adopted by USEPA and implemented by the City, maintenance activities will shift from entirely or partially “reactive” to “predictive.” This often leads to cost savings through avoiding overtime, eliminating emergency construction costs, reducing insurance premiums, and lowering the possibility of legal actions against the City. CMOM principles can also help improve communications with the public, regulators, and other public agencies.

When planning for CMOM, the City will select performance goal targets and design CMOM activities to meet those goals. The framework covers operations and maintenance planning, capacity assessment, capital improvement planning, and financial management planning. Some of the programs currently employed by the City, which align with the CMOM framework include:

- Routine cleaning of pipes,
- Manhole inspection program,
- CCTV inspection program,
- Lift station cleaning program.

While CMOM is not currently required as a part of our NPDES Permit, we anticipate that will change in the future. In order to continue preparing for a future CMOM regulation, the City is working to add formal easement clearing and manhole inspection programs, increase the frequency of CCTV inspection, and train staff on a nationally recognized coding system to allow the import of inspection data into the City’s modeling software.

EMERGENCY PLANNING



7. EMERGENCY PLANNING

GENERAL

The City continuously provides water and wastewater services that are vital for the health and economic viability of the community and for maintaining a high standard of living for our customers. These services are often undervalued or overlooked since they fail so rarely. Significant damage to the system can cause catastrophic immediate health effects in addition to cascading, disruptive impacts to other sectors of the community and economy. Impacts can easily extend well beyond the utility to the closure of schools, businesses, and hospitals.

In order to effectively prepare for an emergency, the City must assume that all of its customers are dependent on its services. In other words, 100% of the City's customers are reliant on the City's water supply and probably do not have alternative sources (such as a well) or an emergency store (approximately one gallon per day per person). The United States Department of Homeland Security (DHS) has designated water and wastewater systems as "critical infrastructure," or systems that are vital to the basic functions of the nation. DHS and the United States Environmental Protection Agency (EPA) work to identify and reduce risks to water and wastewater infrastructure, improve system resiliency, and to develop standards for emergency planning and response.

Complacency on the part of the City can have significant consequences. To maintain reliable service and ensure the safety of City customers, investing in the City's preparation to sustain or quickly reestablish service through all types of emergencies must outweigh the low probability of an event occurring. The City should establish a standing employee committee responsible for developing, implementing, and maintaining the City's emergency preparedness, response, and recovery efforts.

The City completed a comprehensive Risk and Resiliency Assessment and Emergency Response Plan in 2021 in compliance with the 2018 AWIA requirements. This Chapter is not a repeat of that plan, but rather a supplement that compliments that plan and provides a bridge to the competing responsibilities and resource needs of emergency planning.

PREPAREDNESS

There are many different types of emergencies that can affect the City and our ability to provide service to our customers. Earthquakes are of particular concern due to the potential for widespread damage and the high likelihood of major, long-term disruption. Other emergencies, such as severe weather or landslides, can also have a high impact but tend to be localized and manageable under the City's existing capabilities. For the purposes of this chapter, the City's customers include our retail customers as well as those organizations that depend on the City in order for them, in turn, to provide their services in an emergency, such as the fire department, the police department, the Community Center, etc. In turn, the City is equally dependent on King County for wastewater treatment, local agencies for transportation infrastructure, and Puget Sound Energy for power. Preparation for emergencies includes developing and strengthening partnerships with these and other key public agencies to ensure a timely and effective response.

It is clear that the consequences of disruption to the City's system are high, and that destruction or debilitation of the City's infrastructure and facilities will have cascading impacts on emergency services, the economy, public health, as well as to the confidence of the community in the City. The City recognizes that it is not possible to fully eliminate vulnerabilities to its systems or resources, as there are many influences beyond our control. Continuous improvement of the system in response to vulnerability assessments and minor emergencies is critical to maintaining vigilance and ensuring the safety of City customers.

VULNERABILITY ASSESSMENT AND EMERGENCY RESPONSE PLANS

The purpose of a vulnerability assessment is to evaluate the system for potential weaknesses and to identify policies, processes, and corrective actions that can reduce risks to the system.

A vulnerability Assessment, completed in 2020, is included in this plan under a separate cover. These plans are not typically available to the public.

Our vulnerability assessment provides a road map for prioritizing preventative work. The City's goal is to review our vulnerability assessments and emergency plan annually, and to update these documents after every significant event or as the system changes and as required by State or Federal law.

The purpose of an emergency response plan is to describe the actions and resources needed to limit or eliminate the impact of natural disasters or attacks on the system.

An Emergency Response Plan, completed in 2021, is included in this plan under a separate cover. These plans are not typically available to the public.

SYSTEM IMPROVEMENTS

Currently, very little of the City's infrastructure has exceeded its planned operating life or the length of time it was designed to last. Assets have generally been well-maintained over time, which allows the City to proactively plan for replacement prior to failure. As technology improves and more critical infrastructure systems are integrated with one another, the links between them blur traditional forms of securing the City's systems. While these improvements increase the efficiency and strength of the community and economy, they also provide more opportunities for disruption. Infrastructure is an especially easy target because it covers large areas, goes largely unnoticed, and it is difficult to detect intrusion or tampering.

The investigation of asset management methods could greatly assist the City in mitigating or eliminating vulnerabilities throughout the system and limiting the damage during an emergency. Results of the vulnerability assessment should also be added to the regular work program or the Capital Improvement Program (CIP) on an ongoing basis. The City should evaluate various risk assessment methodologies to apply to CIP proposals and assist with prioritizing projects.

Typical preventative system improvements may include:

- Intrusion detection devices,
- Physical barriers and lighting,

- Tamper-proofing of facilities,
- Rekeying of locks and an access policy,
- Continuous updating and protection of computerized or other electronic systems,
- Emergency preparedness and response training,
- Careful use and storage of chemicals,
- Security screening of employees and contractors,
- Power and telecommunications redundancy (i.e., backup generators at remote sites); and
- Regular interaction with other utilities and partner agencies, including local law enforcement and businesses, to build relationships and understanding about the importance of the water and wastewater systems.

Collection systems security devices such as manhole locks, intrusion sensors, or chemical sensors can require significant funding to retrofit or replace the thousands of access points throughout the City. The City should retrofit security devices to those locations where there is reported activity or where routine inspection indicates tampering.

EDUCATION AND TRAINING

As noted in Chapter 8 – Personnel, the City is facing the upcoming retirement of personnel with valuable legacy knowledge and operating experience. Many of these employees have served at the City for well over a decade and have developed considerable expertise and familiarity with the system they helped to design, build, and maintain. Succession planning is crucial for passing on this knowledge in-house and sustaining the City well into the future.

AGENCY COORDINATION

The City does not operate independently – we depend on transportation, telecommunication, energy, manufacturing, and other sectors to provide our services. We rely on King County and Soos Creek to treat our wastewater and on local agencies to keep roads and bridges in good repair. As noted in the introduction to this section, other agencies are equally reliant on the City to provide services. Fire departments and clinics cannot function for long without the City's infrastructure is intact. This interdependency between organizations means that during an emergency we must all work together in close coordination to restore service.

Cooperation between local, state, and federal partner agencies during the planning process is critical for effective response and recovery during an incident. While the City has some existing agreements in place, described in Chapter 2 – Related Plans, Agreements, and Policies, the City plans to expand and improve these partnerships in the future.

COMMUNICATION

Clear, effective communication is a necessary and vital part of preparing for, responding to, and recovering from an emergency. Customers, employees, and other agencies all need to know what to

expect from the City and when service will be available. During an emergency, City staff will need to provide accurate, timely, and consistent messaging that clearly relays information to those who need it. Just as we have a wide variety of customers, we also have a wide variety of emergencies we will need to respond to. Developing potential messages and practicing communication strategies in advance is critical for ensuring the City is as transparent as possible about emergency response and can better meet the needs and expectations of our customers and the public.

The City's existing communication plan includes key contact information for staff, schools, partner agencies, and news organizations; communication policies and protocols; notification procedures; and worksheets for responding to frequently asked questions.

RESPONSE

Local responders are responsible, at a minimum, for the first and final phases of emergency response. In a particularly large regional event, such as an earthquake, the City should expect that it may not receive adequate outside assistance for days, weeks, or possibly even months. Water and wastewater systems are particularly important to recovery efforts after a natural disaster. Full-fledged emergencies are also often overwhelming and chaotic in the first few hours of response.

The City handles minor emergencies every day and has well-practiced processes in place to handle these issues effectively. Swift response times, though beneficial, have an unintended consequence: City customers are accustomed to the near-immediate restoration of service. The longer the City and the region go without a major emergency, the more important it becomes to manage customer expectations and educate the community about how to prepare. The City should establish and maintain a standing committee to plan, evaluate and guide staff in emergency preparation and response.

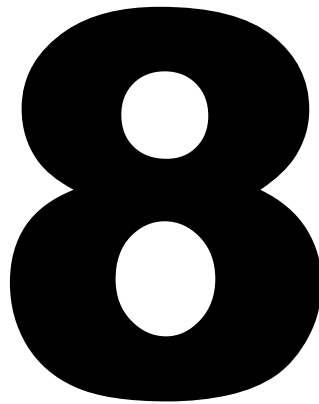
RECOVERY

The recovery phase of an emergency begins once the initial impacts from that emergency are stabilized and City operations begin to return to normal. At this point, the City can begin rebuilding and replacing infrastructure, and most customers have access to water and wastewater services. These services may not yet be available in all homes and businesses, but alternatives are in place until the systems can be fully restored and operational. As with the emergency itself, the recovery phase can last weeks, months, or years, depending on the scope and scale of the incident. The City will need to restore our water and wastewater infrastructure and facilities for the community to fully rebuild and recover.

The City understands that while it is not possible to know the unique circumstances of an emergency in advance, it can anticipate the most likely needs during the recovery process. Recognizing and planning for these needs in advance can help inform the City's strategy during an emergency response and improve the City's ability to act. Recovery planning can also ensure that the City has the resources to rebuild affected portions of the system in a way that mitigates potential hazards and enhances the sustainability of the system.

The City should place a priority on evaluating and updating the recently completed Risk and Resilience Assessment and the Emergency Response Plan so that both documents are current and relevant.

PERSONNEL



8. PERSONNEL

Our employees are a vital resource in accomplishing the mission of the City. They manage the utility billing process and provide customer service, assist developers in following City standards when expanding the systems, ensure that City infrastructure is built and maintained in a reliable and effective manner, and protect the environment by collecting and conveying wastewater in compliance with all required regulations and laws. These are important jobs that have a direct impact on the health of the community. Because the work of City employees is so important, the purpose of organizational staffing and development programs is to recruit, develop, and retain the best available talent. This chapter describes the current workforce and the various efforts the City is undertaking or will be in the future.

THE WORKFORCE

Utility Employees in the City report directly to the Public Works Director or the Major Development Review Team Director, each of whom in turn reports to the Mayor.

Despite population growth (especially within the MPDs), additional regulatory requirements, a significant increase in buried pipelines, infrastructure maintenance needs, and many other factors, the City's sewer workforce has not grown over the past ten years.

The City is committed to increasing efficiencies in the future through process improvement and evaluating the level of success and effectiveness of the current work programs.

STAFFING TURNOVER

The City historically has a low turnover rate, averaging fewer than one employee per year.

Staff with a low turnover rate has many benefits including experience, institutional knowledge, familiarity with the community, and security, and a low turnover should be a City objective. However, longevity and low turnover rates do not come without challenges. If trends continue, the age groups of employees that will see the most growth over the next five years are those in their 20s and 50s. This means the City workforce will have many new, inexperienced employees and some longer-serving, experienced employees who are beginning to think about retirement.

In order to capitalize on the strength of its workforce and prepare for vacancies in key positions, the City plans to implement a succession planning program. Although the City believes that outside competition is vital to success and requires all leadership positions be filled through a recruitment process that includes external candidates, it also believes that developing lines of succession will ensure that our customers and ratepayers will continue to benefit from the skills of the current workforce into the future.

The City should plan to implement a leadership development program to support succession planning efforts. The program includes many goals such as increasing the number of internships offered in the City and providing targeted training and development opportunities to employees. The City believes that developing good leaders will increase innovation, creativity, efficiency, and productivity while improving communication, clarifying the City's mission and vision, and ensuring the organization is prepared for the future, especially as the City grows from a small community to an expanding, vibrant city. The leadership development program should be in line with the City's mission to be a leader in customer service, environmental stewardship, and regulatory compliance. Our customers will benefit from a leadership program, which will support the City's goal of being a desired employer in the region, engage and retain employees, prepare for future job vacancies, break down communication barriers, and improve decision-making at the City.

LEVELS OF SERVICE

The City expects that work program growth will impact the Utility's staffing needs over the coming years. Growth may occur in the following areas:

- Closed Circuit Television (CCTV) Inspection
- Easement Inspection and Maintenance
- Equipment and Fleet Maintenance
- Financial Analysis and Billing
- Management Analysis
- Project Engineering
- Recordkeeping and Reporting
- Supervision and Management
- Supervisory Control and Data Acquisition (SCADA)
- Training Coordination
- Wastewater Collection System Repair and Replacement
- Wastewater Flow Monitoring

Decisions regarding the development or growth of any work program will ultimately be made by the Council after factoring in population growth, community demographics, regulatory requirements, the economy, available budgeted resources, the desires of City customers, and other factors.

SAFETY

The City's safety program applies to all employees of the City as well as vendors, contractors, and visitors. Our safety program has been developed on the principle that all accidents and on-the-job injuries can be prevented through increased awareness and the implementation of sound policies, practices, and procedures. The Council and Mayor's office are charged with providing the safest workplace possible, and all employees are accountable for following all written or unwritten rules, being aware of hazards, and preventing accidents and injuries.

As part of our efforts to keep employees safe, the City has an accident prevention program. The purpose of the program is to outline management and employee responsibilities in regard to safety, the duties and

functions of the safety committee, hazard prevention, and reporting procedures, emergency plans, as well as orientation and training efforts. The City also has programs and procedures in other areas including confined space entry, fire safety, first aid, accident investigations, climbing and lifting, lock-out/tag-out, fall protection, personal protective equipment (PPE), and hazard communication. Employees are provided with training in these areas on a regular basis.

In the event that an on-the-job injury does occur, the City works with the injured employee in order to ensure they return to work as soon as possible. The City should implement a light duty/modified job assignment program that provides doctors with more options to release injured employees back to work.

In the past five years, the City's safety program has had a positive impact on reducing the number of hours employees are injured and away from work.

STAFFING

We have estimated the staffing levels needed to respond to the anticipated and unanticipated work demands in the sewer utility. **Table 26:** Sewer Maintenance Worker Hours by Task lists the work hours required for a variety of Maintenance Worker tasks. The sewer utility currently employs 1.8 FTE and based on this assessment; the sewer utility is marginally understaffed.

Table 26: Sewer Maintenance Worker Hours by Task

TASK	HOURS/DAY	HOURS/WEEK	HOURS/YEAR	TOTAL HOURS
Scheduled				
Check Lift Station	6			1,560
Manage SCADA Data		8		416
Organize Tools and Equipment		4		208
I/I Reduction Program		4		208
Pipe Cleaning/Jetting		8		416
Smoke Testing			96	96
TV Inspections			64	64
Safety Training			64	64
Professional Training			128	128
Manage Crews	2			520
Manage Billing and O&M	2			520
Facility Maintenance		4		208
Manhole and Structure Repair		4		208
Unscheduled				
Customer Requests		8		416
Pipe Repairs		16		832
LS Rag Remediation		8		416
Odor Investigation		1		52
Misc. Construction		8		416
Lift Station Repairs		4		208
Subtotal Man Hours				6,956
FTE (2080 hrs/yr/FTE)				3.3

The Financial Plan includes additional staff phased over an eight-year period. A new position, Sewer Lead, is proposed to be added in 2026 with another FTE (Utility Worker II) added in 2029 and another in 2032.

INFORMATION TECHNOLOGY

9

9. INFORMATION TECHNOLOGY

Effective information technology (IT) solutions help employees accomplish the City’s mission by managing information related to service, infrastructure, and resources. Employees use these tools to maintain the systems that deliver clean water, collect, and treat wastewater, bill for services, communicate with customers, share information, plan for future needs, and maintain compliance with regulations. Since employees are one of the City’s most vital resources, the purpose of the technology program is to enhance their productivity to allow them to focus on efforts that best serve our customers now and in the future. This chapter describes the current program and improvement efforts.

CURRENT STATE

In addition to common productivity tools like spreadsheets and email, the delivery of service to our customers relies on numerous business applications. While it is impractical to list all these applications, several of the software packages most critical to our operations are shown in **Table 27: Current Software Environment**:

Table 27: Current Software Environment

Software Type	Purpose
Maintenance management	Protects the safety and reliability of system infrastructure by managing work orders, preventative maintenance, assets, purchasing, and inventory.
Meter Reading	Keeps the City financially viable by tracking water use and billing customers for services provided.
Utility Billing	Provides the information needed to set rates, track money, and generate reports required for financial monitoring and audits.
SCADA	Supervisory Control and Data Acquisition software operate the equipment that controls water flow, volume, collection, and treatment of water.
Financial Reporting	A tool for managing employee attendance and hours, allowing employees to continue to repair and maintain our system infrastructure, meet customer service needs, and attend to other operational needs.
Timekeeping and Payroll	Pays the employees that deliver our services, keeping them on the job.
GIS (mapping)	Provides the information necessary to locate our assets and infrastructure for repairs, protection, and maintenance.
Project Management	Manages capital and miscellaneous projects.

The City’s current technology portfolio is the result of the historical practice of workgroups selecting the best solution for their desired function. While this often provides the most specialized tools, it also results in trying to manage the same information in several places, resulting in duplicate data entry, data integrity issues, and increased support requirements.

STRATEGIC DIRECTION

To effectively control customer costs and maximize investments, the City should move to a more holistic philosophy where solutions are selected and implemented according to the combined needs of the entire City. The fast rate of technological evolution provides opportunities to continually evaluate, upgrade, or replace technology. Solutions should be selected by balancing requirements with standardization benefits while prioritizing consolidation and integration. To support this approach, the City should mitigate risks by implementing process improvement strategies, improving communication between departments, providing necessary resources, and promoting collaboration, adaptability, and unity of direction. Meeting business needs with the fewest possible solutions, or a single enterprise solution, will improve efficiencies and make our staff and services more competitive.

PLANNED IMPROVEMENTS

Table 28: Recommended IT Improvements, describes IT projects the City should pursue to address identified needs, enhance productivity, control costs, and improve service to our customers.

Table 28: Recommended IT Improvements

Software Type	Purpose
Infrastructure Replacement	Replace aging servers and storage solutions to maintain business operations and meet records retention requirements.
IT Integration	Consolidate and integrate systems to minimize duplicate data entry and maximize data integrity and accessibility.
Records Management	Implement tools that will reduce liability by improving our ability to maintain and manage records and comply with legal retention requirements.
GIS (Geographic Information Systems)	Implement solutions that support industry best practices for providing map information related to our system and locating buried assets.
Website Design	Identify and implement improvements to our website to increase access to information, provide greater options and flexibility to customers to manage their accounts, and promote utility engagement with the community.
Communication/Intranet	Implement solutions that will improve communication and access to information that personnel need to be efficient, safe, and effective.
Asset Management	Implement tools that inform strategic repair and replacement of our assets to support cost-effective services and improve safety.

In accordance with a new strategic direction, IT projects should be managed, governed, and prioritized based on the combined needs of the City through collaboration with all departments and stakeholder representatives. Relationships and impacts between projects are also continually monitored and managed.

The next several years will be a time of change, opportunity, and improvement for IT within the City. The success of these efforts will depend on the participation, cooperation, and inspiration of City employees.

CAPITAL IMPROVEMENT PROGRAM

10

10. CAPITAL IMPROVEMENT PROGRAM

A capital improvement program identifies, prioritizes, budgets, and schedules projects to address system deficiencies and needs. These deficiencies and needs are identified in Chapter 4 of this Plan. The projects proposed in this chapter are intended to resolve the deficiencies and needs and typically address the following situations:

- Recurring maintenance issues or repairs,
- Preventative maintenance issues,
- Capacity improvements to infrastructure for future growth,
- Replacement of infrastructure at the end of useful life, and
- Planning for the replacement of support assets such as software and vehicles.

This chapter will detail the procedure used for establishing a capital improvement program for the City and present the recommended projects.

SYSTEM OVERVIEW – WAC 173-240-050(3)

As discussed in Chapter 1 - System Description and Chapter 4 - System Analysis, the City's retail wastewater service boundary covers approximately six square miles in southeastern King County. The City's wastewater system includes:

1. Approximately 31.2 miles of pipe including conveyance, collection, and force mains,
2. Four basins served by five active lift stations,
3. Support facilities at the City Administrative and Maintenance and Operations sites,
4. A GIS system consisting of hardware and software packages (shared with the water system),
5. A SCADA alarm system shared with the water system, and
6. Five vehicles and pieces of moving equipment used to maintain and support the system (shared with the water system).
7. No wastewater treatment plants (treatment is provided by King County).

CAPITAL IMPROVEMENT PROGRAM DEVELOPMENT

Numerous models were considered for developing a Capital Improvement Program. These models included the following:

1. **Continuation of historical funding** – wherein the CIP is based upon extrapolating historical expenditures and selecting projects that fit within that annual expenditure. This model was rejected because the City has experienced unprecedented growth and historical CIP funding levels are not commensurate with the effort needed to maintain and replace the system nor are they appropriate for the income currently available in the utility,
2. **Replacement of a uniform percentage of infrastructure** – wherein a selected percentage of the infrastructure is replaced every year with the intent to make a full replacement of all infrastructure before the end of its useful life. This model was rejected because so much of the sewer system is the same age (either installed in the '80s or with the MPD developments) that this would involve replacing improvements well before their useful life is exceeded.
3. **Replacement at end of life** – wherein the infrastructure and assets are replaced at the predicted end of their useful life; and

4. **Path Forward CIP** – wherein the wastewater system infrastructure is replaced based on asset management strategies that are modified by the staff’s capacity to deliver CIP projects.

The recommended Capital Improvement Program uses a combination of the third and fourth models, modified to react to the specific strengths and weaknesses of the Black Diamond infrastructure. We will refer to this as the “Preferred CIP Scenario”.

The basic premise behind the Preferred CIP Scenario is replacing infrastructure at the end of its estimated useful life in combination with reacting to its known deficiencies. This requires a detailed tracking of all of the City’s assets to ensure that the necessary infrastructure is replaced when its approximate useful life has been reached (which could be because of age, condition or capacity). Budget decisions (including rates and spending priorities) are directly related to when the existing assets are anticipated to require replacement and the financial plan must be prepared accordingly. As part of a Preferred CIP Scenario, and to track the replacement of infrastructure at the end of useful life, the large majority of city assets (including all pipelines) would need to be documented, and we do not believe that these records exist nor, if they do, are very accurate.

The Preferred CIP Scenario, described above, is a combination of known scheduled projects and upcoming activities at an expected end of useful life for a 75-year period. While this model can be very useful for gauging long-term needs, it does not account for the actual conditions of assets at the end of their useful life and detailed replacement programming. Scenario Four, the “Path Forward” model described above, uses the assumptions and analysis embedded in the Scenario Three model as a baseline but is also an adaptive approach that evaluates assets near the end of their useful life to maximize the use of the asset while reducing operational risks. Some assets will last longer than the predicted useful life; other assets may require replacement prior to the end of their expected useful life. Accounting for these variations can:

- Reduce risk by replacing assets that are deteriorating faster than expected,
- Maximize investments by retaining assets that remain serviceable longer than expected,
- Extend asset useful life and minimize costs with effective rehabilitation,
- Coordinate available staff resources with the asset replacement needs,
- Level staff workload and hiring/firing cycles, and
- Provide the expected level of service to the consumers at the lowest net lifetime costs.

The Preferred CIP Scenario takes maximum advantage of the City’s situation wherein such a large percentage of infrastructure was designed and constructed by Developers in conjunction with large-scale MPD projects.

The City’s 2013 General Sewer Plan (GSP) identified Capital Projects for system extensions by developers, reoccurring maintenance concerns, and capacity limitations based on modeling. In addition to using the results of the previous General Sewer Plan, this CIP program will consider infrastructure useful life and condition assessments to develop future CIP projects. This CIP relies heavily on the improvements identified in the 2013 GSP but recommends investing in a more rigorous asset management approach for the City to further refine CIP project priorities under the “Preferred CIP Model” model.

This CIP also considered input from a wide range of staff and other sources regarding needs that may not be captured by more traditional evaluation approaches used in previous planning efforts.

The CIP is divided into five functional categories for tracking the proposed improvements to the wastewater system including:

1. Jones Lake Basin Improvements
2. BD West Basin Improvements

3. BD East Basin Improvements
4. Rock Creek Basin Improvements
5. System-Wide Improvements

THE BASIS FOR CIP COST ESTIMATES

Planning level construction cost estimates for pipeline projects were based on a review of several recent projects within and around the City. These costs were then compared against other industry sources to develop a set of planning-level cost estimates. These estimates may vary from the other planning estimates when special conditions apply or more detailed cost estimates have been prepared as a part of other efforts. **Table 23** - Pipeline Project Cost by Size and Length shows the planning level cost per lineal foot for pipeline replacement projects.

Table 23 - Pipeline Project Cost by Size and Length

REPLACEMENT DIAMETER	GRAVITY REPLACEMENT COST BY LINEAR FOOT	FORCE MAIN REPLACEMENT COST BY LINEAR FOOT
2.5"	-	\$320
4"	-	\$480
6"	\$600	\$643
8"	\$804	\$643
10"	\$960	\$768
12"	\$1,128	\$902
15"	\$1,200	-
18"	\$1,512	-

Planning level construction cost estimates for non-pipeline improvements were individually estimated. Those estimates should also be considered planning level estimates, which typically are considered to be very general in nature; final project costs are expected to be within a range of -50% to +100% of the planning estimate. All numbers are in 2023 dollars, and inflation has not been included.

None of the planning level construction cost estimates include specialized construction techniques such as the use of trenchless applications, nor do they give consideration for special materials or equipment.

Table 24 - Anticipated Pipeline Replacement Costs shows a summary of the pipeline assets in the System and the anticipated costs to replace the assets prior to the end of their useful life.

Table 24 - Anticipated Pipeline Replacement Costs

Gravity Pipelines							
Pipeline Size (")	Length	Installed	Age	Remaining Life	Value/foot	Replacement Cost	Annual Amortization
6	1,900	1980	43	32	\$804	\$1,527,600	\$47,738
8	68,700	1980	43	32	\$804	\$55,234,800	\$1,726,088
10	5,700	1980	43	32	\$960	5,472,000	\$171,000

12	11,100	1980	43	32	\$1,128	12,520,800	\$391,275
15	26,800	1980	43	32	\$1,200	32,160,000	\$1,005,000
18	2,300	1980	43	32	\$1,512	3,477,600	\$108,675
MPD 8	23,850	2020	3	72	\$804	19,175,400	\$266,325
MPD 12	7,300	2020	3	72	\$1,128	8,234,400	\$114,367
Total	147,650					\$137,802,600	\$3,830,468

Force Main Pipelines							
Pipeline Size (")	Length	Installed	Age	Remaining Life	Value/foot	Replacement Cost	Annual Amortization
2.5	4,300	1980	43	32	\$320	\$1,376,000	\$43,000
4	1,200	1980	43	32	\$480	\$576,000	\$18,000
6	3,300	1980	43	32	\$643	\$2,121,900	\$66,309
10	3,800	1980	43	32	\$768	\$2,918,400	\$91,200
12	700	1980	43	32	\$902	\$631,400	\$19,731
MPD 8	4,000	2020	3	72	\$643	\$2,572,000	\$35,722
Total	17,300					\$10,195,700	\$273,963

THE IMPACTS OF MPD PROJECTS

The City is currently experiencing aggressive growth due to the active construction of the Ten Trails MPD Development. Within a year or two, we expect that the Lawson Hills MPD Development will also be active, and within a year or two after that, the Palmer Quarry Site may be active.

The Ten Trails MPD and the Lawson Hills MPD are both regulated by Development Agreements that were approved by the Council. These agreements include a philosophy that “growth pays for growth” and ALL the infrastructure needed to service the developments are provided by the project developers and contractors. While this concept is not unique, it is unusual for such a large percentage of the sewer system to be constructed this way. Fully three-quarters of the City’s sewer infrastructure will be built by others under the Development Agreement provisions. In addition, most of the system will be “new” and be of the same age.

In most northwest cities, growth has occurred in small-scale developments over a long period of time which resulted in their sewer system facilities being a variety of ages. In Black Diamond, however, much of the sewer system will be the same age, and it will all reach the end of its useful life at nearly the same time. For this reason, it will be important to establish a replacement fund that can react to large-scale swings in the capital replacement needs of the utility.

In addition to much of the system being the same age (and aging at the same rate), most of the assets in the sewer utility have been built and financed by others and will be built and financed by others in the future. For the purposes of the system analysis and for system rate-setting analyses we have assumed that all of the sewer projects within and in support of the MPDs (Ten Trails, Lawson Hills, Palmer Pit) will not need to be financed by the City. The projects are still listed within the CIP, however, so that they can be tracked and eventually maintained like the older, City-funded, portions of town.

VALIDATION OF PREVIOUSLY PROPOSED CAPITAL PROJECTS

Several capital projects were originally identified in the 2013 General Sewer Plan. A number of these projects have been completed in conjunction with the Ten Trails MPD project. A list of previously identified projects which have not been completed also exists. There is some concern that the list of previous Developer projects is no longer timely. Since the preparation of the previous General Sewer Plan, the MPD projects have not developed as quickly as anticipated. The hydraulic model also significantly overstated average usage per customer and infiltration and inflow (I&I) contributions within the MPD development areas. Therefore, prudence suggests that the capacity projects proposed in the previous General Sewer Plan that have not been constructed should be analyzed and verified before significant monies are spent on design or the construction is scheduled.

Planning for these capacity projects should occur after modeling by the developer in conjunction with Land Use and Utility Permits. We fully expect that facility sizes will be reduced, and project schedules will be delayed in comparison with the assumptions made in the 2013 General Sewer Plan. City staff should be prepared to adjust and reschedule projects as necessary to support the development needs of future MPD developments.

VALIDATION OF SYSTEM CAPACITY

The current wastewater hydraulic model was updated during the 2013 General Sewer Plan. As mentioned in the section above, there are differences between existing measured conditions and the assumptions built into the current Public Works hydraulic model. Accurate specific information can greatly increase the precision of a model's predictions for each of the four individual Basins in the system and obtaining wet and dry weather flow information will also help the City estimate I&I at a basin-by-basin level. Calibrating a new model using flow monitoring equipment, flows at lift stations, and flows at the King County Interceptor will improve the confidence in the modeling software and its output regarding capacity deficiencies. Staff is encouraged to look for opportunities to install real-time monitoring equipment in conjunction with the expansion of the sewer system to develop and maintain an accurate model for planning and maintenance purposes.

ASSET MANAGEMENT

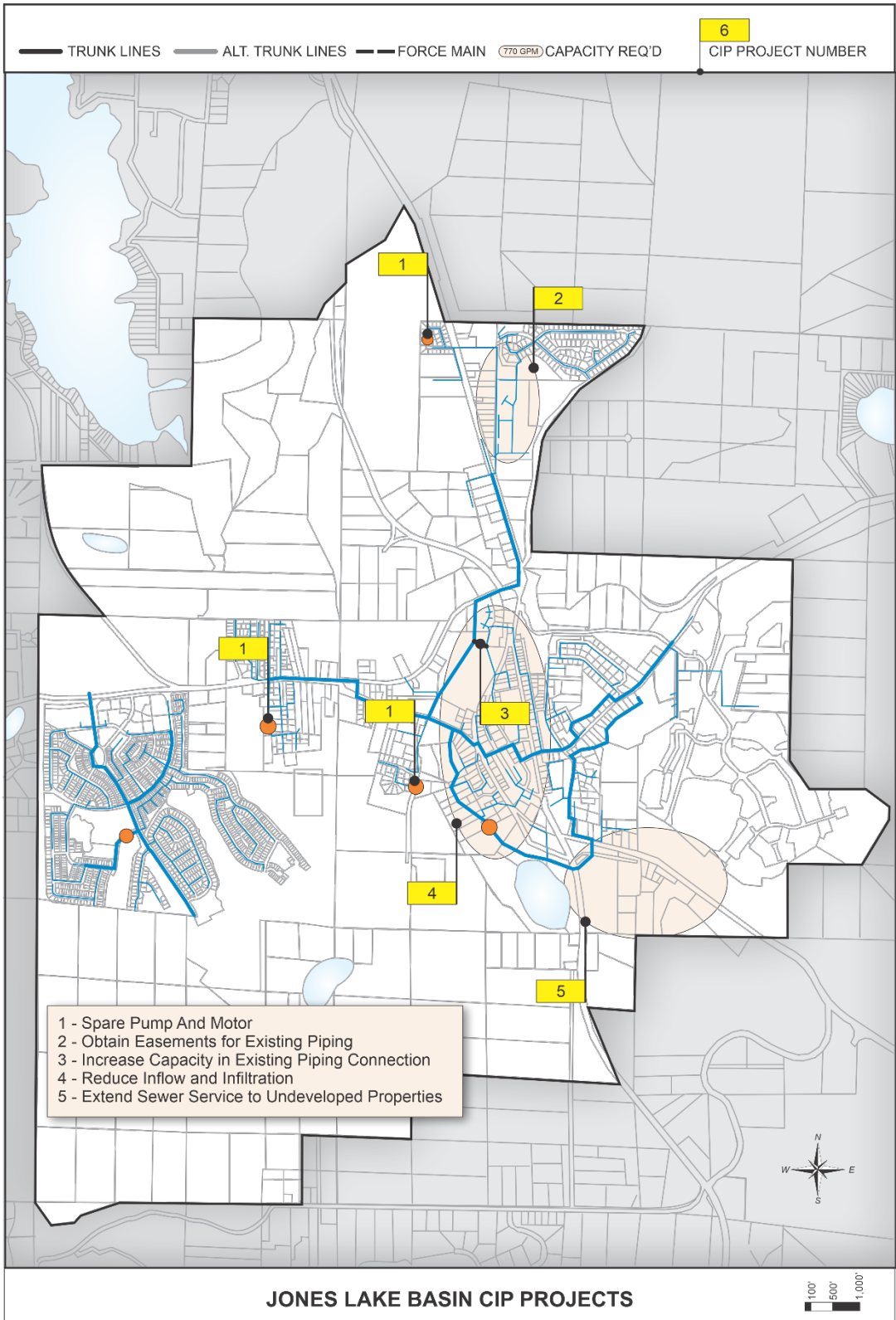
A significant portion of the long-range Capital Improvement Program (CIP) involves replacing system elements as those components wear out at the end of their useful life. However, a blind replacement approach of pipes and facilities at the end of a predicted useful life span would leave the City replacing components before they reach the end of their useful life or responding to the emergency replacement of components that fail before their projected useful life span. This uninformed process would result in either failure causing disruption of service and unacceptable risks or replacing facilities that have many years of service left, leading to unnecessary additional costs. Validation of the proposed replacements is an important part of a responsible approach to the CIP. A new asset management program will allow the City to track, develop, and administer a replacement program with a minimum impact to rates or level of service.

BASIN-SPECIFIC CAPITAL IMPROVEMENT PROJECTS

The following Capital Improvement Projects are intended to accommodate growth, replace aging infrastructure, and improve safety and levels of service in the utility. Each project is shown on the basin map and described in the text.

Jones Lake Basin Improvements

Figure 18 – Jones Lake Basin CIP



CIP 1 - Replacement Pumps and Motors

This project includes acquiring a replacement pump and motor for the Diamond Glen, Morganville, and Ridge lift stations in the collection system. The pump should be replaced with a “chopper-style” pump that can macerate rags and potentially prevent rag build-up problems in the future at these stations. (note, the new MPD-provided Lift Stations already have rag mitigation equipment installed).

The existing (removed) pump and motor should be rebuilt and shelved for back-up or emergency replacement purposes.

This project also includes the necessary reconnaissance to identify the proper chopper-style pump and motor and to develop a policy and procedure for stocking units in a manner that maintains their operational readiness. (Note: The Ten Trails Lift Station and the Jones Lake Lift Station are not included in this CIP. Ten Trails will be replaced in the next several years by developers, and King County is responsible for maintaining the Jones Lake Lift Station.)

Project Start	2025	Project Completion	2031
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FINANCE	ACTIVITY	BUDGET
2025	Planning and Design	\$20,000
2027	Purchase Diamond Glen	\$15,000
2029	Purchase Morganville	\$45,000
2031	Purchase Ridge	\$15,000
		\$95,000.00
Source of Funds – City Capital Project Fund		

CIP 2 - Collection System Easements

This project includes acquiring easements for the collection system piping that connects the Morgan Creek Development in the northeast portion of the City to the Jones Lake Lift Station. As the mains traverse the Cedarbrook Mobile Home Park, they are located on private property, and the City does not have property ownership or easement rights. This project includes a condition assessment of the piping system and an assessment of the viability to replace and access the existing sewer pipes. Although this CIP assumes that the pipes can remain in service without rehabilitation, that might not be the case after the condition assessment and property negotiations. The budget estimates shown assume the piping system does not need to be replaced.

Project Start	2028	Project Completion	2028
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FINANCE	ACTIVITY	BUDGET
2028	Condition Assessment	\$135,000
		\$135,000.00
Source of Funds – City Capital Project Fund		

CIP 3 - Improve Capacity

This project includes the replacement of an existing section of collection system piping near Diamond Village between Manholes 18 and 162 with a larger pipe. This short section of pipe constraints in-fill development in the lower section of Lawson Hills. For planning purposes, the pipe is assumed to be 12" in diameter and 300 linear feet.

Project Start	2031	Project Completion	2033
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FINANCE	ACTIVITY	BUDGET
2031	Design	\$55,000
2032	Construction	\$170,000
2033	Construction	\$170,000
		\$395,000.00
Source of Funds – City Capital Project Fund		

CIP 4 - Reduce Infiltration and Inflow

This project includes the continuing investigation of inflow and infiltration into the sewer system which is an ongoing project.

Flow monitoring will be needed to determine the significant areas of I & I since a recent investigation does not show that one area of the sewer system is significantly better or worse than another area of the sewer collection system. The control of I & I inflow into the system will stabilize the flows from the older portions of the City's sewer collection system and prevent further degradation of the sewer collection system. There are a variety of rehabilitation/repair techniques that the City may utilize to address the I & I flows into the system, and in this regard, this project identifies an annual, continuing budget for investigation and remediation. Public Works will identify the most effective areas to work on and the most effective mitigation methods annually.

Micro-monitoring is recommended for areas in the Jones Lake Basins where prior flow monitoring indicated significant I/I in the collection system. This involves installing multiple flow monitors where high I/I is observed and breaking larger areas into smaller basins to refine the location of I/I. By micro-monitoring deficiencies identified in the hydraulic model, an isolated location within the area will be identified for remediation. This CIP project includes monitoring (occurs in even years) and remediations (occurs in odd years after a deficiency has been identified). The budget allocation is an estimate of a reasonable allocation of income to maintain a viable and responsible I/I reduction program.

Project Start	On-going	Project Completion	2040
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FINANCE	ACTIVITY	BUDGET
Even years	Flow Monitoring	\$15,000
Odd Years	Remediation	\$25,000
		\$40,000.00 (every two years)
Source of Funds – City Capital Project Fund		

CIP 5 - Extend Service

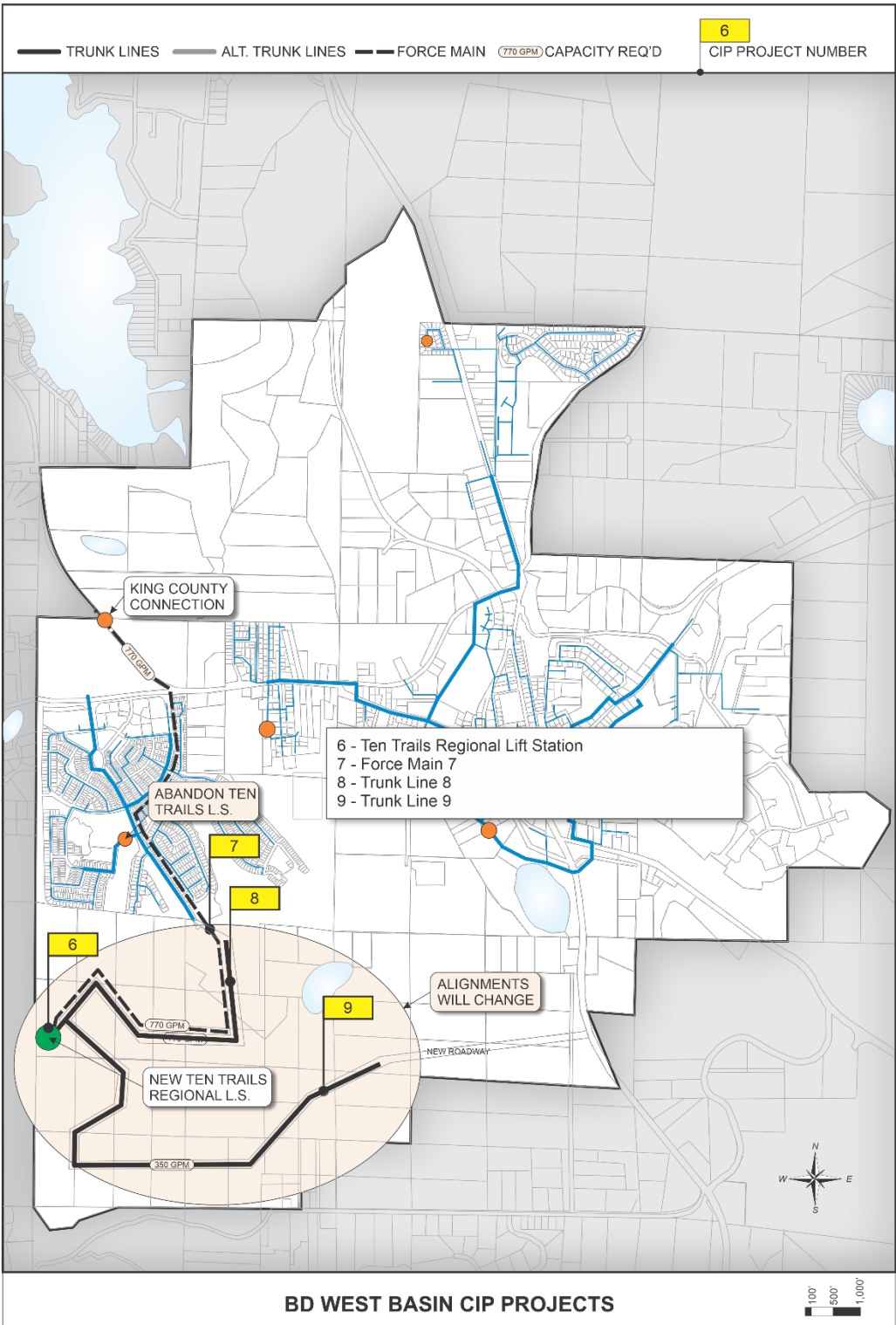
This project includes the extension of collection system piping into the southeast portion of the Jones Lake Basin as this area develops in the future. This area is not a likely candidate for an MPD-style growth project and, therefore, the extension of sewer into this area will likely be the City's responsibility using funds collected from connection fees.

Project Start	UNK	Project Completion	UNK
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FINANCE	ACTIVITY	BUDGET
UNK	Extend sewer collection system	\$5,000,000
		\$5,000,000.00
Source of Funds – Connection Charges/Capital Facility Charges		

Black Diamond West Basin Improvements

Figure 19 - BD West Basin CIP



CIP 6 – Ten Trails Regional Lift Station

This project includes the construction of a new regional-scale lift station to replace the existing Ten Trails Lift Station. This location allows a single lift station to serve all the Ten Trails MPD development. The station will be rated for 800 gpm capacity with an integral flow-equalizing basin that is sized to accommodate 24 hours of peak flow. The station will also include integral rag-control equipment, odor control, security fencing, storage for some park dept equipment, and a remote ops restroom. This facility will be constructed by the Developer in conjunction with housing under the Ten Trails Development Agreement.

Project Start	2024	Project Completion	2025
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FINANCE	ACTIVITY	BUDGET
2024	Planning and Design	\$400,000
2025	Construction	\$2,200,000
		\$2,600,000.00
Source of Funds – Developer Funded		

CIP 7 – Ten Trails Regional Force Main

This project includes the construction of a new force main to connect the Ten Trails Regional Lift Station to the King County Interceptor in Lake Sawyer Road. Some of this force main is complete and operational (serving the existing Ten Trails Interim Lift Station), and this project requires approximately 8,000 feet of force main extension. The force main is expected to be 12” diameter ductile iron. This piping will be constructed by the Developer in conjunction with housing under the Ten Trails Development Agreement.

Project Start	2024	Project Completion	2025
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FINANCE	ACTIVITY	BUDGET
2024	Planning and Design	\$150,000
2025	Construction	\$3,400,000
		\$3,550,000.00
Source of Funds – Developer Funded		

CIP 8 – Ten Trails Trunk Line 8

This project includes the construction of new collection system piping to connect the existing Ten Trails Interim Lift Station to the new Ten Trails Regional Lift Station. This piping will be constructed by the Developer in conjunction with housing under the Ten Trails Development Agreement.

Project Start	2024	Project Completion	2025
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FINANCE	ACTIVITY	BUDGET
2024	Planning and Design	\$250,000
2025	Construction	\$4,000,000
		\$4,250,000.00
Source of Funds – Developer Funded		

CIP 9 – Ten Trails Trunk Line 9

This project includes the construction of new collection system piping to connect the southeast portions of the Ten Trails Development to the new Ten Trails Regional Lift Station. This piping will be constructed by the Developer in conjunction with housing under the Ten Trails Development Agreement.

Project Start	2028	Project Completion	2030
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FINANCE	ACTIVITY	BUDGET
2028	Planning and Design	\$250,000
2029	Construction	\$2,000,000
2030	Construction	\$2,500,000
		\$4,750,000.00
Source of Funds – Developer Funded		

Black Diamond East Basin Improvements

Figure 20 - BD East Alt 1 CIP

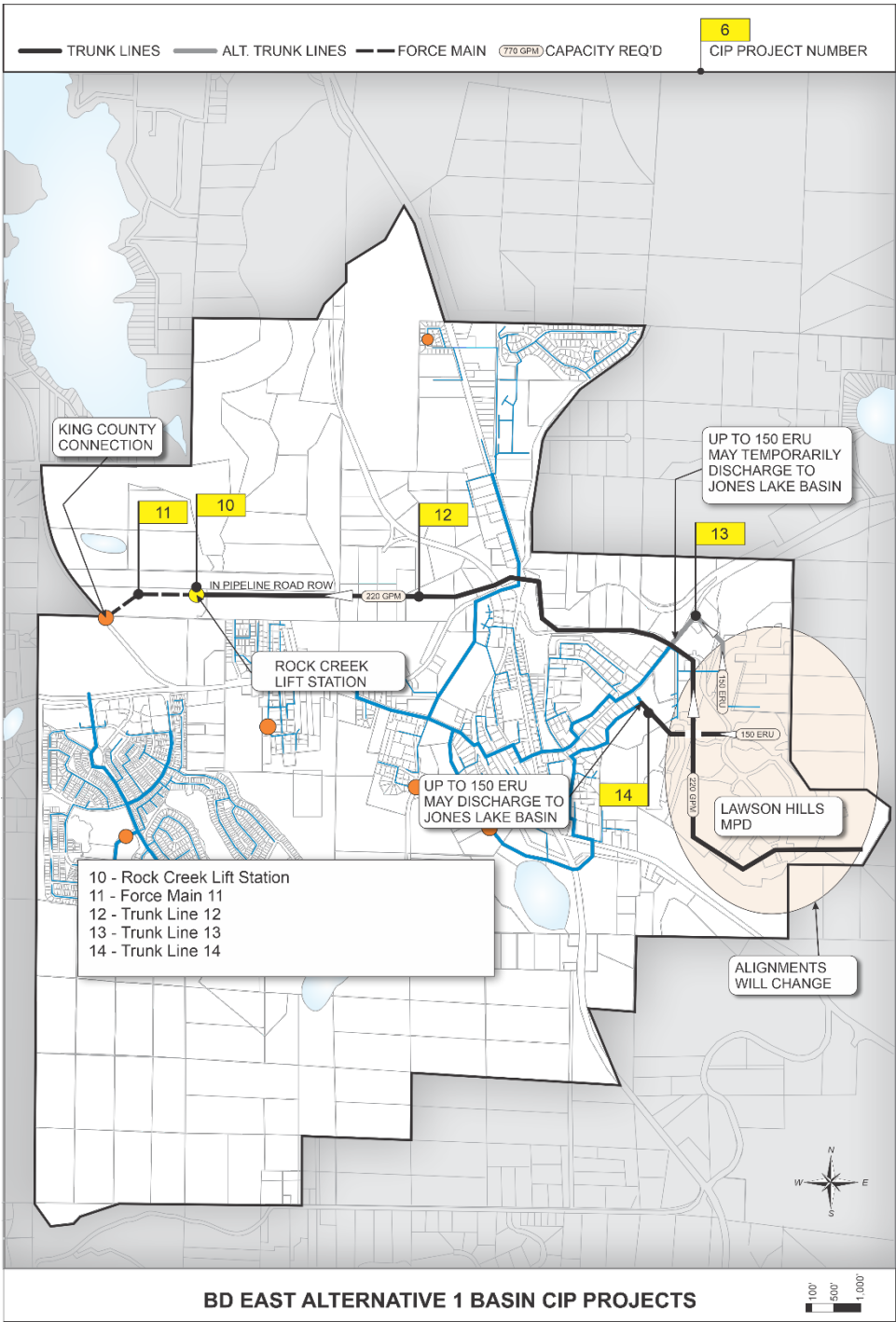
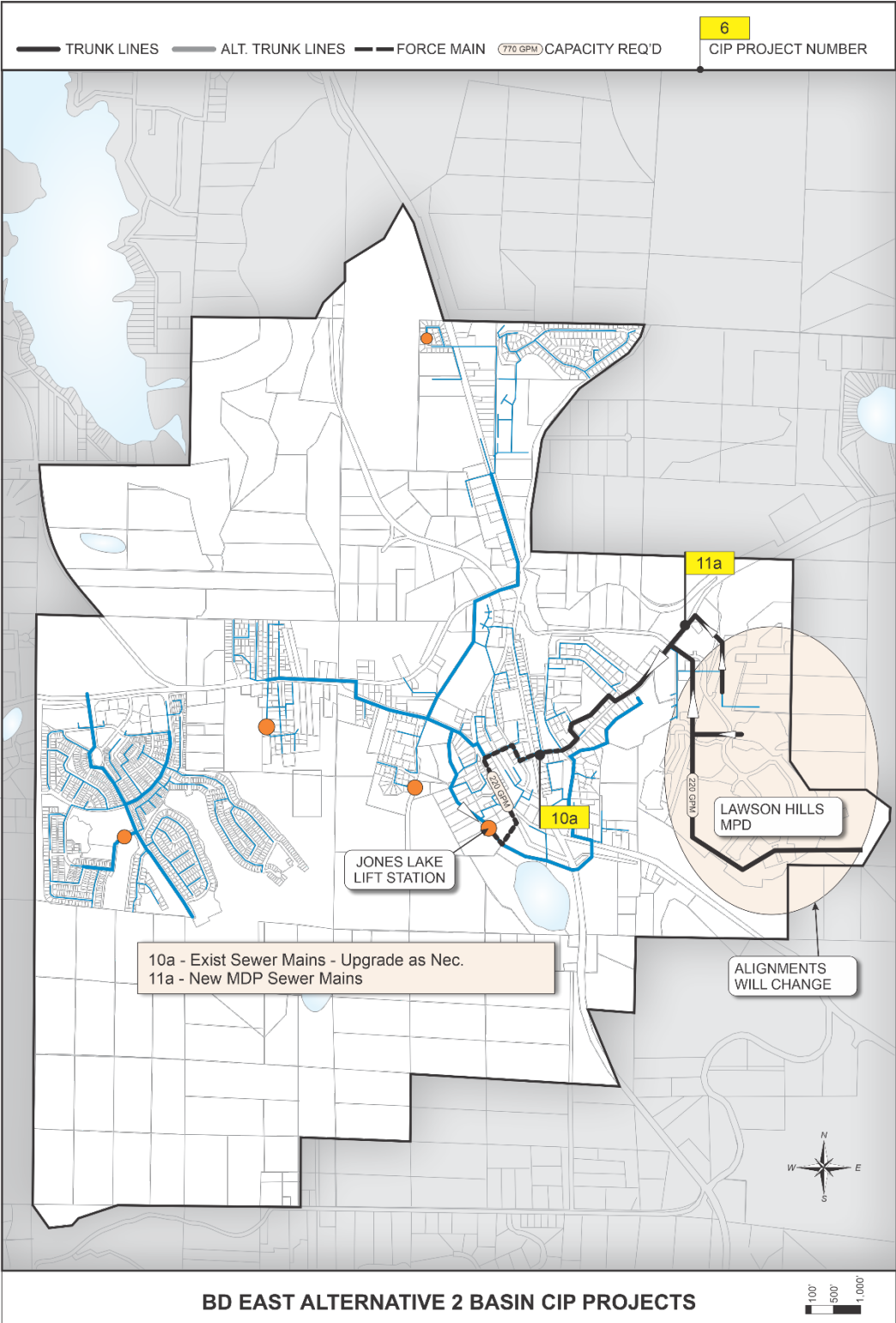


Figure 21 - BD East Alt 2 CIP



CIP 10 – Rock Creek Lift Station

This project includes the construction of a new regional-scale lift station near Rock Creek within the Palmer Quarry area. This location allows a single lift station to serve the Rock Creek Basin and the BD East Basin. This station is likely to be a 1,000-gpm capacity facility (if it serves the flows from both basins) and constructed in conjunction with development under the Lawson Hills Development Agreement. There is a possibility that the pumps and motors that are used for the Ten Trails Regional Lift Station will be the same as those for this station and efforts should be made to use duplicate pumps and motors between the two facilities to minimize spare parts requirements.

Even though this station is funded by the Developer, it can be overlain with a Latecomer's Agreement to equitably distribute the costs among the benefitted parties.

Project Start	2026	Project Completion	2027
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FINANCE	ACTIVITY	BUDGET
2026	Planning and Design	\$400,000
2027	Construction	\$3,000,000
		\$3,400,000.00
Source of Funds – Developer Funded		

CIP 10a – Upgrade Existing Jones Lake Sewers

This project includes the construction of a new pipeline from the Lawson Hills MPD to the Jones Lake Lift Station as necessary to increase capacity to meet saturation flows from the Lawson MPDs.

These upgrades will be developer funded in conjunction with development in Lawson Hills.

Project Start	2026	Project Completion	2027
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FINANCE	ACTIVITY	BUDGET
2026	Planning and Design	\$100,000
2027	Construction	\$1,500,000
		\$1,600,000.00
Source of Funds – Developer Funded		

CIP 11 – Force Main 11

This project includes the construction of a new force main to connect the Rock Creek Regional Lift Station to the King County Interceptor in Lake Sawyer Road. The force main is expected to be 12" diameter ductile iron capable of 1,000 gpm flow rates. This piping will be constructed by the Developer in conjunction with housing under the Lawson Hills Development Agreement.

Even though this force main is funded by the Developer, it can be overlain with a Latecomer's Agreement to equitably distribute the costs among the benefitted parties.

Project Start	2026	Project Completion	2027
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FINANCE	ACTIVITY	BUDGET
2026	Planning and Design	\$150,000
2027	Construction	\$400,000
		\$550,000.00
Source of Funds – Developer Funded		

CIP 11a – New MPD Sewer Mains

This project includes the construction of new collection system piping to connect the Lawson Hills MPD to the Jones Lake Lift Station. This piping will be constructed by the Developer in conjunction with housing under the Lawson Hills Development Agreement.

Project Start	2028	Project Completion	2030
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FINANCE	ACTIVITY	BUDGET
2028	Planning and Design	\$200,000
2029	Construction	\$1,200,000
		\$1,400,000.00
Source of Funds – Developer Funded		

CIP 12 – Trunk Line 12

This project includes the construction of new collection system piping to connect the BD East Basin to the Rock Creek Regional Lift Station. This piping will be constructed by the Developer in conjunction with housing under the Lawson Hills Development Agreement. This pipeline is expected to be approximately 10,000 lineal feet with a capacity of 200 GPM (not including any contributions from the Rock Creek basin).

Even though this force main is funded by the Developer, portions of it can be overlain with a Latecomer's Agreement to equitably distribute the costs among the benefitted parties.

Project Start	2028	Project Completion	2030
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FINANCE	ACTIVITY	BUDGET
2028	Planning and Design	\$400,000
2029	Construction	\$2,000,000
2030	Construction	\$2,500,000
		\$4,750,000.00
Source of Funds – Developer Funded		

CIP 13 – Trunk Line 13

This project includes the construction of new collection system piping to temporarily connect up to 150 ERUs from the BD East Basin to the Jones Lake Lift Station in the event that the Alt. 1 CIP projects are selected but they are not available in time to coincide with house completions. This piping will be constructed by the Developer in conjunction with housing under the Lawson Hills Development Agreement.

This connection is not permanent, and this pipeline must ultimately be redirected to Trunk Line 12 (Rock Creek Lift Station) where there is sufficient capacity for a permanent discharge. In the interim, these 150 ERU are using capacity that is reserved for, and will ultimately be used by, in-fill development projects in the Jones Lake Basin. The “redirection” must be bonded and the Rock Creek discharge completed before 150 ERU are permitted in the Jones Lake Basin. Residential Units that connect to the Trunk Line before it is redirected to the Trunk Line 12 must pay the Sewer General Facility Charges in effect at the time of permitting. These fees are refundable on an ERU for ERU basis when in-fill projects are permitted (and the fee is paid) for Jones Lake in-fill development.

This Trunk Line is expected to be approximately 1,500 feet in length and 8” diameter size.

Project Start	2028	Project Completion	2030
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FINANCE	ACTIVITY	BUDGET
2028	Planning and Design	\$200,000
2029	Construction	\$1,200,000
		\$1,400,000.00
Source of Funds – Developer Funded		

CIP 14 – Trunk Line 14

This project includes the construction of new collection system piping to permanently connect up to 150 ERUs from the BD East Basin to the Jones Lake Lift Station in the event that the Alt 1 CIP projects are selected. This piping will be constructed by the Developer in conjunction with housing under the Lawson Hills Development Agreement.

This connection is permanent, and this pipeline must not serve more than 150 ERU. All Residential units that use this Trunk Line must pay the City's General Sewer Facility Charge.

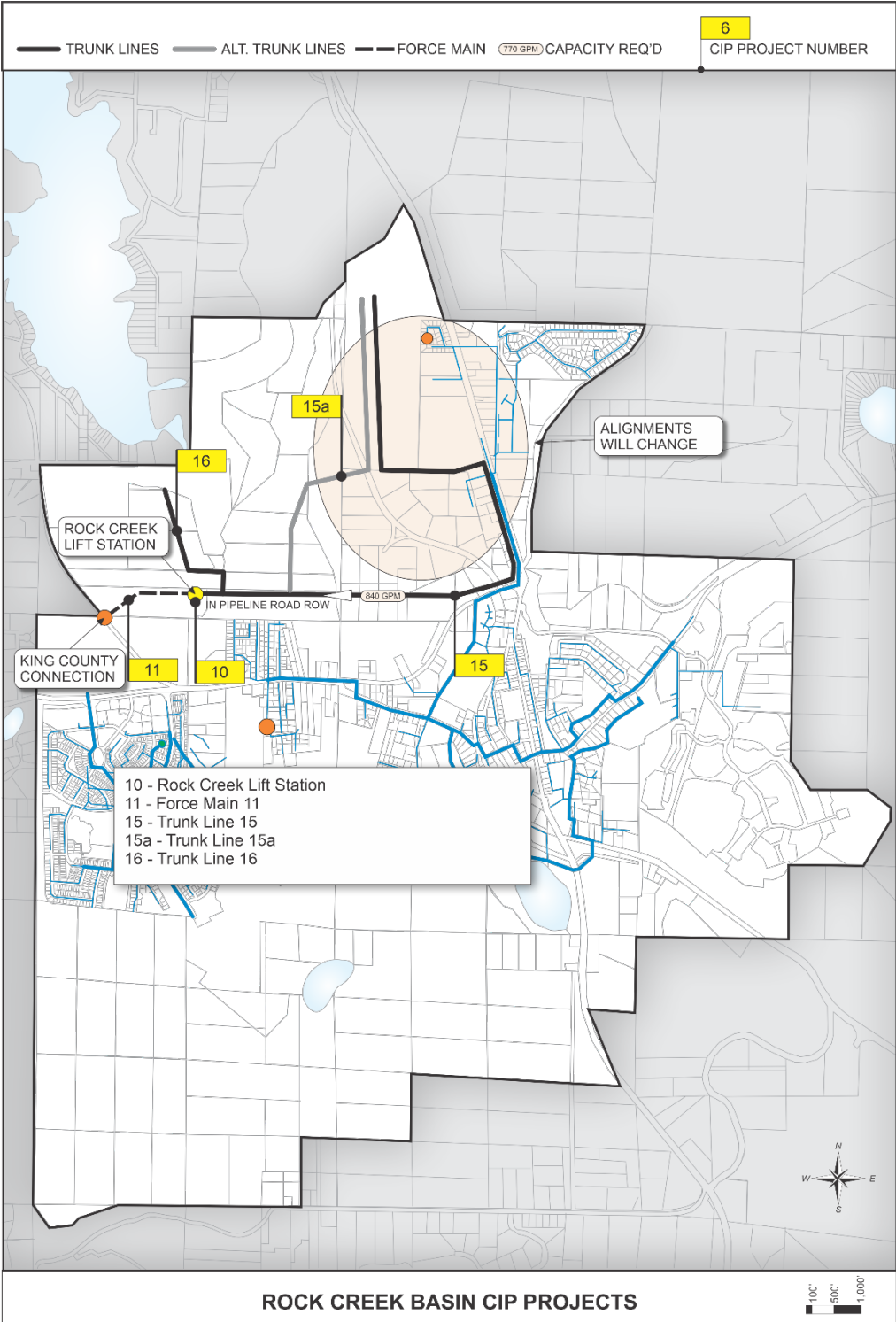
This Trunk Line is expected to be approximately 3,000 feet in length and 8" diameter size.

Project Start	2028	Project Completion	2030
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FINANCE	ACTIVITY	BUDGET
2028	Planning and Design	\$300,000
2029	Construction	\$2,200,000
		\$2,500,000.00
Source of Funds – Developer Funded		

Rock Creek Basin Improvements

Figure 22 - Rock Creek CIP



CIP 15 – Trunk Line 15

This project includes the construction of new collection system piping to connect development within the Rock Creek Basin to the Rock Creek Lift Station. The Developer will construct this piping in conjunction with growth under a new Development Agreement in the Rock Creek Basin area. It is expected that this pipe will need to convey 700 GPM peak capacity. Portions of this pipe may be constructed in conjunction with development in the BD East Basin as both areas can benefit from this alignment. This may involve two or more different developers, and whichever Developer funds the improvement can benefit from a Latecomer Agreement from other benefitted parties.

This Trunk Line is expected to be approximately 13,000 feet in length.

Project Start	unk	Project Completion	unk
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FINANCE	ACTIVITY	BUDGET
UNK	Planning and Design	\$600,000
UNK	Construction	\$12,000,000
		\$12,600,000.00
Source of Funds – Developer Funded		

CIP 15a – Trunk Line 15a

This is the same project described above in CIP 15 using an alternative alignment. The choice of alignments may be selected by the developers with one exception. After the Trunk Line is constructed, it must be used as the primary conveyance across Rock Creek. Subsequent development cannot build a separate Lift Station to avoid Latecomer Fees.

This Trunk Line alignment is expected to be approximately 10,000 feet in length.

Project Start	unk	Project Completion	unk
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FINANCE	ACTIVITY	BUDGET
UNK	Planning and Design	\$600,000
UNK	Construction	\$12,000,000
		\$12,600,000.00
Source of Funds – Developer Funded		

CIP 16 – Trunk Line 16

This project includes the construction of new collection system piping to connect development within the Rock Creek Basin to the Rock Creek Lift Station. The Developer will construct this piping in conjunction with growth under a new Development Agreement in the Rock Creek Basin area. It is expected that this pipe will need to convey 300 GPM peak capacity.

This Trunk Line is expected to be approximately 3,000 feet in length.

Project Start	unk	Project Completion	unk
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FINANCE	ACTIVITY	BUDGET
UNK	Planning and Design	\$300,000
UNK	Construction	\$3,000,000
		\$3,300,000.00
Source of Funds – Developer Funded		

System-Wide Capital Improvement Projects

The following Capital Improvement Projects are intended to improve efficiency, comply with industry best practices, maintain current or better levels of service, and reduce administrative costs in the utility.

CIP 17 – Emergency Power Upgrade Analysis

This project includes an analysis of the vulnerabilities and long-term emergency power supply needs so that each critical facility in the sewer utility (Lift Stations, Maintenance facilities, etc.) can be operated safely and reliably during an extended power failure (like could occur after a Subduction Zone Earthquake). This includes an analysis of emerging technologies including Distributed Energy Resources (DER) in a resilience-first configuration using historical outages as a basis for calculating the return on investment of a variety of power supply and power backup configurations, including traditional backup generators. Using the levelized cost of energy over the life of the critical facilities and incorporating life-cycle energy, reliability, and safety impacts, a report will be prepared that will result in a recommendation for phased upgrades over a ten-year period.

Project Start	2024	Project Completion	2031
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FINANCE	ACTIVITY	BUDGET
2024	Planning and Analysis	\$45,000
2025	Planning and Analysis	\$45,000
2026	Annual Budget Allowance	\$100,000
2028	Annual Budget Allowance	\$100,000
2029	Annual Budget Allowance	\$100,000
2030	Annual Budget Allowance	\$100,000
2031	Annual Budget Allowance	\$100,000
		590,000.00
Source of Funds – Capital Projects Funds		

CIP 18 – Remote Site Communication Evaluation and Upgrades

This project includes an analysis of the most current technologies available with the intent to improve the reliability of mobile communications during an emergency (such as a Subduction Zone Earthquake) while still maintaining a secure, cyber-hygienic environment. The analysis will include staff-to-staff communications, staff-to-administration communications, and City-to-agency communications and will consider the implementation of a wireless VPN for security.

Project Start	2028	Project Completion	2028
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FINANCE	ACTIVITY	BUDGET
2028	Planning, Analysis, Upgrades	\$75,000
		\$75,000.00
Source of Funds – Capital Projects Funds		

CIP 19 – Lift Station Lighting, Security, and Access Improvements

This project includes an analysis of the current deficiencies at the Lift Stations that prevent or compromise efficient safe and reliable access and maintenance during an extended emergency such as a Subduction Zone Earthquake. The analysis will result in a recommendation for phased improvements to address the deficiencies and provide a uniform level of service and safety and each lift station facility.

Project Start	2027	Project Completion	2029
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FINANCE	ACTIVITY	BUDGET
2027	Planning and Analysis	\$65,000
2028	Lift Station Upgrades	\$125,000
2029	Lift Station Upgrades	\$350,000
		\$540,000.00
Source of Funds – Capital Projects Funds		

CIP 20 – Enterprise GIS System

This project includes the acquisition of an Enterprise GIS System to assist staff in managing, locating, tracking, and operating the systems facilities and asset inventory.

Project Start	2026	Project Completion	2026
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FINANCE	ACTIVITY	BUDGET
2026	Purchase Software	\$65,000
		\$65,000.00
Source of Funds – Capital Projects Funds		

CIP 21 – Electronic Content Management System

This project includes the acquisition of an Electronic Content Management System to improve record-keeping, comply with best industry practices and reduce staff costs.

Project Start	2026	Project Completion	2026
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FINANCE	ACTIVITY	BUDGET
2026	Purchase Software	\$35,000
		\$35,000.00
Source of Funds – Capital Projects Funds		

CIP 22 – Earthquake Early Warning

This project includes the acquisition of an Earthquake Early Warning System that will disable and stop all pumping systems after an early warning alarm. This will prevent or minimize damage after a large earthquake like a Subduction Zone Earthquake.

Project Start	2024	Project Completion	2024
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FINANCE	ACTIVITY	BUDGET
2024	Purchase Hardware and Software	\$35,000
		\$35,000.00
Source of Funds – Capital Projects Funds		

CIP 23 – SCADA Upgrades

The existing SCADA system records and stores flow rates and alarms for each lift station, which is then monitored in a supervisory control and data acquisition (SCADA) system. SCADA can then be accessed by the operations and maintenance (O&M) team, as well as engineers, to help the City monitor infrastructure. This system does not, however, control the Lift Stations which occur in decentralized controllers at each lift station site. While this is a reliable control method, it does not allow the pumping systems to be optimized for flow control or power supply management. This project will include the integration of the Lift Stations into the existing water SCADA system so that the automatic control system can be used to optimize lift station operation and reduce operating costs. The existing on-site controllers will be maintained as a backup to the centralized SCADA-optimized control.

Project Start	2025	Project Completion	2026
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FINANCE	ACTIVITY	BUDGET
2025	Hardware and SCADA System Programming	\$85,000
2026	Hardware and SCADA System Programming	\$85,000
		\$170,000.00
Source of Funds – Capital Projects Funds		

CIP 24 – Pipeline Replacement Program

This is an ongoing set-aside for pipeline replacements as they near the end of their useful life or need capacity upgrades. The amount budgeted represents a modest replacement program based on the fact that most of the sewer utility is new and has been constructed using modern, long-life materials and methods.

Project Start	2028	Project Completion	Ongoing
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FINANCE	ACTIVITY	BUDGET
2028	Capital Set-Aside for Pipeline Replacement	Varies, see Figure 28: Capital Improvement Plan
		Varies, starting 2028
Source of Funds – Capital Projects Funds		

CIP 25 – Equipment Acquisition

This is an ongoing set-aside for acquiring and replacing equipment. This includes small tools and large machinery needed to maintain the current Level of Service.

Project Start	2024	Project Completion	2027
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FINANCE	ACTIVITY	BUDGET
2024	Capital Set-Aside for Equipment Acquisition	\$5,000
2025	Capital Set-Aside for Equipment Acquisition	\$10,000
2026	Capital Set-Aside for Equipment Acquisition	\$10,000
2027	Capital Set-Aside for Equipment Acquisition	\$10,000
		\$35,000.00
Source of Funds – Capital Projects Funds		

CIP 26 – Not Used**CIP 27 – CCTV Equipment**

This is a one-time expense for equipment to monitor and examine pipelines in-situ.

Project Start	2026	Project Completion	2026
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FINANCE	ACTIVITY	BUDGET
2026	Equipment Purchase	\$10,000
		\$10,000.00
Source of Funds – Capital Projects Funds		

CIP 28 – Confined Space Equipment

This is a one-time expense for equipment to improve safety of confined space access for utility staff.

Project Start	2024	Project Completion	2024
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FINANCE	ACTIVITY	BUDGET
2024	Equipment Purchase	\$10,000
		\$10,000.00
Source of Funds – Capital Projects Funds		

CIP 29 – Trench Protection Equipment

This is a one-time expense for equipment to improve trench safety access for utility staff.

Project Start	2026	Project Completion	2026
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FINANCE	ACTIVITY	BUDGET
2026	Equipment Purchase	\$12,000
		\$12,000.00
Source of Funds – Capital Projects Funds		

CIP 30 – Crane Lifts for Trucks

This is a four-year expense to purchase and equip the maintenance trucks with davit-mount cranes to facilitate lift station pump removal.

Project Start	2024	Project Completion	2027
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FINANCE	ACTIVITY	BUDGET
2024	Equipment Purchase	\$5,000
2025	Equipment Purchase	\$5,000
2026	Equipment Purchase	\$5,000
2027	Equipment Purchase	\$5,000
		\$20,000.00
Source of Funds – Capital Projects Funds		

CIP 31 – Vactor Truck

This is a one-time expense for a Vactor Truck.

Project Start	2027	Project Completion	2027
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FINANCE	ACTIVITY	BUDGET
2027	Equipment Purchase	\$300,000
		\$300,000.00
Source of Funds – Capital Projects Funds		

CIP 32 – Jet-Rodder Equipment

This is a one-time expense for Jet-Rodding equipment to clean sewer lines.

Project Start	2027	Project Completion	2027
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FINANCE	ACTIVITY	BUDGET
2027	Equipment Purchase	\$35,000
		\$35,000.00
Source of Funds – Capital Projects Funds		

CIP 33 – Facility Study

This is a planning and analysis project to identify the long-term space and equipment needs of the sewer utility.

Project Start	2027	Project Completion	2027
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FINANCE	ACTIVITY	BUDGET
2027	Planning Consultant	\$35,000
		\$35,000.00
Source of Funds – Capital Projects Funds		

CIP 34 – Morganville Lift Station Analysis

This is a planning and analysis project to identify the most effective long-term operating configuration for the Morganville Lift Station. The analysis will include the advantages and disadvantages of continuing to operate the existing station (with rehabilitation) or constructing a new station on the same or a different site.

Project Start	2026	Project Completion	2027
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FINANCE	ACTIVITY	BUDGET
2026	Planning Consultant	\$30,000
2027	Planning Consultant	\$25,000
		\$55,000.00
Source of Funds – Capital Projects Funds		

CIP 35 – IT Improvements

This includes the purchase of computers and software to maintain currency and effectiveness in the sewer utility. The project includes 415,000 per year for new equipment and upgrades with a 5%/yr escalation factor.

Project Start	2024	Project Completion	On-going
----------------------	-------------	---------------------------	-----------------

FINANCE	ACTIVITY	BUDGET
2024	Equipment Purchase	\$15,000/yr + 5%
		\$On-going
Source of Funds – Capital Projects Funds		

FINANCIAL PLAN

11

11. FINANCIAL PLAN

The City has a sound financial program in place to fund maintenance and operations activities and capital improvements. This chapter provides an overview of the financial position of the City's wastewater system and develops a financial plan to implement the programs and improvements identified throughout this Wastewater Comprehensive Plan, including reviews of the sources of funds (revenues) and uses of funds (expenses) for the wastewater system. A financial plan is presented with projected operating and capital costs of the system for a 12-year period from 2023 through 2035. The basis of the operating costs are the 2020 through 2022 budgeted amounts of wastewater system revenues, expenses, and project totals. The capital costs are based on the projections in Chapter 10 – Capital Improvement Program.

The financial functions at the City manage the tension between several competing challenges – providing safe and reliable wastewater service, building, and properly maintaining facilities for wastewater service, and meeting strict regulations for wastewater quality standards – while setting affordable rates and maintaining appropriate levels of reserves for debt obligations, emergencies, and spikes in expenses. The Finance Department strives to use sophisticated tools and innovative ideas to constantly improve the management of these interrelated parts and communicate financial information to internal and external stakeholders.

Figure 23 - Financial Planning Relationships illustrates the many competing factors managed through financial planning in the City.

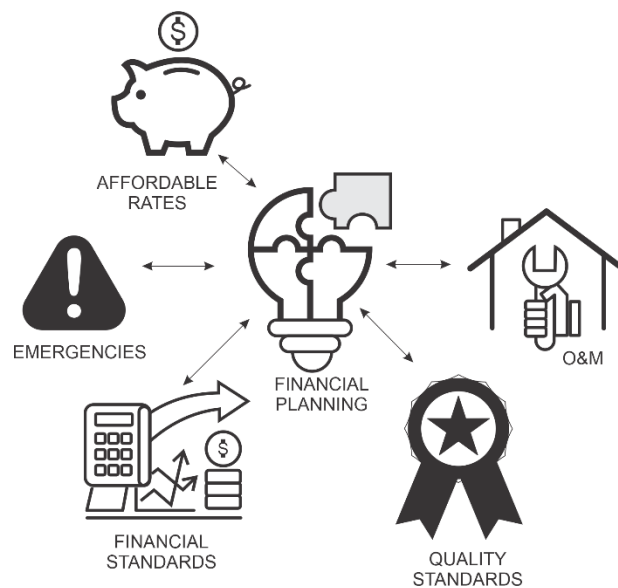


Figure 23 - Financial Planning Relationships

Figure 24: Rate Framework

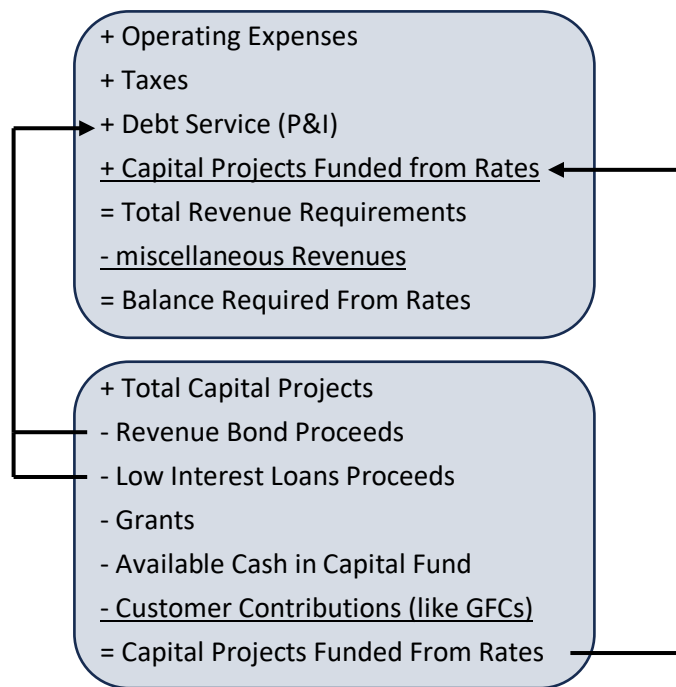


Figure 24: Rate Framework shows the interrelated framework for rate setting and financial planning in the City.

Past Financial Performance

The past five years of financial information for the wastewater utility were evaluated to gain an understanding of the past performance and current financial status of the utility.

Provided below in **Figure 25: Past Financial Performance**, is a summary of the five-year financial history (2018-2022) for the City's wastewater utility. The City has generally not used bonds or Federal and State subsidized loans as a supplemental source of revenue to meet the funding needs of the utility's capital improvement program.

Figure 25: Past Financial Performance

OPERATING ACTIVITY	2018	2019	2020	2021	2022
Sources of Funds					
Rate Revenue		882,484	929,668	1,145,367	1,449,566
Misc. Revenue		38,291	48,790	366,168	119,807
Total Sources of Funds (Operating)		920,775	978,458	1,511,535	1,569,373
Uses of Funds					
Wages and Benefits		232,154	236,495	261,753	291,479
Office and Operating Supplies		7,390	5,854	4,524	13,593
Services and Charges		139,365	138,933	183,182	247,808
Capital Outlay		2,900	0	0	0
METRO Charges		570,438	636,841	908,920	931,030
Transfer Out for Equipment		10,000	10,000	10,000	10000
Surplus or Deficit to Investment		<41,472>	<49,665>	143,156	75763
Total Uses of Funds		920,775	978,458	1,511,535	1,569,373
CAPITAL ACTIVITY					
Beginning C&I	403,500	311,886	230,437	271,200	325,630
Transfer from Sewer Reserve Fund	15,000	100,000	0	0	15,000
Transfer from Sewer Operating Fund	0	32,800	32,800	34,200	0
Loan Repayment	35,200	0	0	0	0
Connection Charges and Interest	57,000	19,000	21,590	6,000	30,300
Total Sources of Funds (Capital)	510,700	463,686	384,827	311,400	370,930
Expenditures	50,000	120,000	35,000	35,000	50,000
Transfer Out	130,000	130,000	85,000	0	15,000
Total Expenditures	180,000	250,000	120,000	35,000	65,000
Ending Fund Balance	330,700	213,686	164,827	276,400	305,930

Existing Long-Term Debt

The sewer utility has no long-term debt. In addition, no long-term is expected to be needed to fund the operations and capital needs of the utility.

Review of the City's Wastewater Rates

The City conducted a Rate Analysis in 2019, and the current rate and rate structure are reflective of the results of that analysis.

The City currently uses a flat rate for residential sewer charges. At the time of publication, the charges are as follows:

King County METRO Charge (pass-through)	\$52.11
Black Diamond Charge	\$25.00

Commercial accounts are charged an additional \$11.50 per meter and a surcharge of \$7.87 for each CCF above 750 cubic feet of potable water usage.

The Financial Plan assumes that rates will increase, on average, by one-half percent per year. Regionally, this is a low increase and reflects the unique characteristic of the City wherein most of the sewer system is new and was built by developers using developer funding.

Development of the Financial Plan

A financial plan has been developed to address projected revenues and expenses of the wastewater system for 2024 through 2035. The eleven-year financial plan demonstrates the City's ability to meet its operational and capital improvement needs through rate revenues.

In developing the financial forecast, four cost components were reviewed:

1. Operating expenses²
2. Taxes
3. Debt service
4. Capital improvements funded from rates.

The City's adopted 2023 wastewater system budget was used as a starting point for the Financial Plan. Projections for future years were obtained by applying annual escalation factors. The escalation factors ranged from one-half percent to five percent depending on the type of cost being escalated. Wages and Benefits were escalated by 0.5 percent. The basic assumption behind the growth in revenue is that the number of wastewater connections will grow as shown below based on information obtained by the MPD developers for unit takedown rates each year, with no change in water use habits. In other words, growth in demand is driven solely by growth in the number of customers. This assumption is consistent with the long-term regional trend of flat or declining per capita water use. These same values were used for other growth-related factors in the financial plan.

Growth Rate by Year is shown in **Figure 26: Annual Customer Growth Rate (High Growth Model)**.

Figure 26: Annual Customer Growth Rate (High Growth Model)

YEAR	GROWTH RATE (%)	YEAR	GROWTH RATE (%)
2024	4	2032	11
2025	9	2033	10
2026	23	2034	9
2027	16	2035	8
2028	15	2036	7
2029	9	2037	5
2030	14	2038	5
2031	12	2039	4
		2040	3

² including all expenses incurred by the City's main departments: Council members, administrative services, engineering and development, finance, and wastewater maintenance and operations.

The Financial Plan is based on the following Plan assumptions:

1. Population growth, and hence customer growth, is based on data provided by Oakpointe for the Ten Trails and Lawson Hills MPD Developments. Their estimates are based on land development schedules, finished lot sales contracts, and market forecasts for housing unit sales.
2. Permit fees are based on an average using data from the last three years of development in Ten Trails wherein we divided the actual annual permit fee revenue by the number of units developed that year.
3. The residential billing rate is based on the codified residential sewer rate for 1 ERU. We have applied a rate escalation factor of 2.0 percent increase per year. We believe this is a modest and sustainable rate increase as it will likely lag the rate of inflation. In addition, we believe the revenue projects are conservative since we have not included the additional revenue associated with commercial accounts.
4. The METRO billing rate is based on a flat fee of \$52.11/month per customer; however, this fee does not impact the Financial Plan since this is a pass-through charge.
5. Wages, benefits, and office supplies are based on actual expenses in 2022 with a five percent escalation factor. We believe this is a conservative estimate since actual increases have historically been less than five percent. Benefits are assumed at 52% of the direct wages cost.
6. Tax rates are assumed to remain at 3.85 percent for the Utility tax and 1.5 percent for the Excise Tax. Tax rate increases are not included in the plan.

Sources of Revenue

The first component of the financial plan reviews the sources of funds for the wastewater system. There are two primary types of revenues received for operations:

- Rate revenues – received from customers for wastewater service, and
- Miscellaneous revenues – received from wastewater connection fees, investment interest, penalties for late payment, and other similar situations.

Rate revenues are projected to total approximately 96 percent of overall revenues during the planning period (2024 through 2035).

Rate revenues are projected to be \$1.38 million in 2024, including residential and commercial accounts using the High Growth Revenue Model. Annual growth in the number of wastewater connections was projected as shown in **Figure 26: Annual Customer Growth Rate (High Growth Model)**. Due to escalating costs and an assumed increase in capital funding from rates, regular rate adjustments are projected for the planning period at an average of 2 percent per year. The effects can be found in **Figure 26: Annual Customer Growth Rate (High Growth Model)**. The assumptions in this financial plan result in projected revenue of approximately \$1.38 million in 2023 and \$5.79 million in 2035.

Permit fees, Connection Charges and meter charges constitute most of the miscellaneous revenue, which is projected at roughly \$128,000 in 2024. We do not anticipate significant income from investments over the planned period.

The total revenues available for the operating and capital needs of the wastewater system total approximately \$806,000 in 2024 (less the King County revenue pass-through) and increase to \$4.02 million by 2035, as shown in **Figure 27: Financial Plan**.

Also included in the financial plan is a review of the uses of funds, or expenses, of the utility. Uses of funds include maintenance and operating expenses, taxes, debt service, and capital improvement projects funded from rates. These costs are also summarized in **Figure 27: Financial Plan**.

Operating Expenses

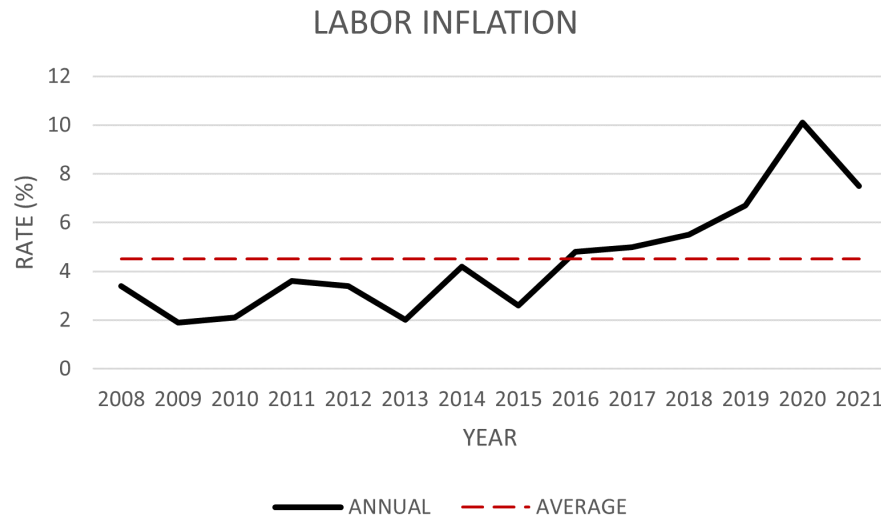
Actual expenses for 2018 through 2023 were used as the basis for the operating expenses of the wastewater system.

Labor rates have increased as shown in **Table 31 - Washington State Annual Labor Rate Increases** (Based on data at <https://lni.wa.gov/insurance/rates-risk-classes/rates-for-workers-compensation/comparison-of-wage-inflation-and-lni-rate-changes-over-time>).

Table 31 - Washington State Annual Labor Rate Increases

YEAR	LABOR INFLATION	YEAR	LABOR INFLATION
2008	3.4	2016	4.8
2009	1.9	2017	5.0
2010	2.1	2018	5.5
2011	3.6	2019	6.7
2012	3.4	2020	10.1
2013	2.0	2021	7.5
2014	4.2		
2015	2.6		

Table 32 - Washington State Annual Labor Rate Increases



The average for the period 2008 through 2021 is 4.5 percent. Escalation factors were applied to the budgeted amounts based on the historical average to obtain projected costs for 2024 through 2040 as follows:

Wages	5% (rounded up)
Benefits	5% (rounded up)
Office Supplies	5% (rounded up)

Operating expenses are projected to range from approximately \$656,000 in 2024 to approximately \$1,900,000 in 2035.

The sewer utility contributes to city administrative costs through the Expenditure Line Item “Services and Charges”. This includes pro-rated costs in the Mayor’s office, the Council, and the Finance Department. We have assumed that the actual expenses incurred in 2022 will continue with a 5%/year increase.

Taxes

In addition to sales taxes paid on purchased goods and services, the wastewater system has two tax obligations. One tax is the state public utility tax calculated as 3.852 percent of the revenues from wastewater collection (not treatment). There is also the B&O excise tax of 1.5 percent on various service fees. The King County pass-through revenue is exempt from taxes. Total taxes for the projected period are shown in **Figure 27**: The projected tax payments for the period assume no tax rate changes over time.

Debt Service

There are currently no outstanding revenue bonds or loans for the sewer utility and therefore no debt service obligations. The financial plan does not require bonding to support the Capital Projects and therefore no loans or bonds are anticipated over the planning period.

Capital Improvement Projects Expenses and Funding

The capital improvement program (CIP) for the utility contains needed infrastructure improvements. The CIP contains several administrative, renewal, replacement, and growth-related projects. Renewal and replacement are, as the name suggests, the replacement of existing facilities and those facilities that have reached the end of their useful lives. Some of the renewal and replacement projects are also major maintenance projects, while some are required due to regulations. Growth-related facilities, on the other hand, are those related to system expansion and new customers and due to the MPDs are largely funded by Developers. This financial plan has incorporated the capital projects outlined in the previous sections of this Plan.

The estimated Capital Project costs are shown in **Figure 28: Capital Improvement Plan**.

Internal Sources of Funds

General Facility Charge (GFC) revenue provides a means of balancing the cost requirements for new utility infrastructure to meet customer growth between existing customers and new customers. This charge is assessed to new customers as they “buy in” to the system. By implementing fair and equitable GFCs, existing customers will not be burdened by the cost of growth as these fees are used to pay for growth-related capital improvements or to offset the debt payments related to the growth-related capital improvements.

Due to the Ten Trails and Lawson Hills MPDs, most growth-related improvements are funded by the developers and not by the City. The Developers are exempt from GFCs since they provide all of the infrastructure needed for their projects and do not rely on City-sponsored improvement projects. We do not expect this situation to change significantly over the planning period.

External Sources of Funds

The City has not historically been aggressive at pursuing loan or grant funds for the Capital Improvement Program (CIP), mostly because growth-related projects have been provided by Developers. While we do not anticipate this changing, the City should monitor future opportunities to obtain these potential funding sources. These funding sources are listed and described below. It is important to note that these sources rarely provide full funding for a construction project. It is also important to note that the State legislature has been diverting some of these funds to support general government functions, and the City cannot rely on them as significant sources of CIP funding. Aside from revenue bonds, the City may be eligible for financing wastewater-related projects through three programs - Centennial Clean Water Fund, Public Works Trust Fund, and the Infrastructure Assistance Coordinating Council. The following is a description of each of these programs.

Centennial Clean Water Fund

The Centennial Clean Water Fund (CCWF) is a state-funded program created by the Washington State Legislature in the 1980s. Managed by the Department of Ecology (Ecology), the CCWF provides grants for wastewater infrastructure and nonpoint source pollution control projects. Ecology occasionally also makes loans using funds from the CCWF.

Ecology also establishes “set asides” and limits on the Centennial funds. One-third of CCWF funds are to be set aside for wastewater facility construction projects in hardship communities (the total amount may not exceed \$5 million for any single project). One-third of the CCWF funds are set aside for nonpoint source pollution control activities projects. The remaining one-third is awarded based on priority ranking.

Public Works Trust Fund

The Public Works Trust Fund (PWTF) is a loan program established by the Washington State Legislature to assist cities, towns, counties, and special purpose districts with funding for different types of public works projects. The projects can include streets, roads, drainage systems, solid waste facilities, water systems, and sanitary sewer systems. The emphasis of allocating funds is based on replacement and/or repair of existing systems. No funds are allocated to install a new system. Rather, funds are granted to rehabilitate or replace an existing system serving an existing population.

At the time of writing, PWTF loans are issued at a maximum term of 30 years. The interest rate ranges from 0.5 percent for a 10-year term to 2.0 percent for a 30-year term. A debt service coverage requirement is not imposed on the PWTF loan.

Infrastructure Assistance Coordinating Council

One key resource in identifying other funding programs is the Infrastructure Assistance Coordinating Council (Council). The Council is comprised of state and local organizations that provide funding for infrastructure repair and development. The purpose of the Council is to assist local governments in coordinating funding efforts for infrastructure improvements. This is an important resource as the Council will be aware of any new funding opportunities that may arise.

Revenue Bonds

Revenue bonds are a potential external source of funding for capital projects. The sale of revenue bonds is the most common source of funds for construction of major utility improvements. Wastewater rates and charges are the main sources of funds for debt service (principal and interest) payments. A determination of the utility’s ability to repay debt is an important consideration. A debt service coverage ratio (total annual revenue, less annual M&O and tax expenses, divided by annual debt service) is calculated and the utility’s finances are reviewed in order to verify payments are feasible. Coverage ratios of 1.25 (25 percent more than the debt payment after all O&M costs and senior debt payments are made) are typical. The financial review for approval of a revenue bond is thorough and generally includes both current and past budgets, financial statements, budgetary practices and policies, and reserve level balances.

Similar to revenue bonds, other bond financing approaches include utility local improvement districts (ULIDs), special assessment districts (SADs) and other funding for projects that serve and benefit a limited-service area within the City's total service area. With such methods, the costs of those improvements are shared only by those customers benefiting from those improvements. While the City does not have outstanding ULIDs, it is unlikely that they will be a useful financing tool over the planning period. The Development Agreements have largely replaced the ULID as the preferred method of local system expansion, especially for growth-related projects.

While the above list of possible loan and other funding opportunities for the City is not exhaustive, it does highlight the most probable outside funding sources available to the City for its capital improvements, if needed.

Summary of Financial Projections

A summary of the financial plan and resulting financial status of the wastewater system is provided in **Figure 27:** and **Figure 28:** Capital Improvement Plan. The following presents the significant conclusions from the Plan:

1. The current utility rates are sufficient to support the proposed administrative, operations, and capital needs of the sewer utility.
2. City sewer rates are expected to increase by 0.5 percent per year to cover the needs of the O&M and Capital programs.
3. The sewer utility is understaffed with an expectation that one FTE will be added in 2026, another in 2029, and another in 2032.
4. Pipeline replacements, which are expected to consume much of the utility income in the future, are not expected to begin until 2030 with modest yearly expenditures through 2035. After 2035, a robust pipeline replacement program will be needed to maintain the reliability and efficiency of the sewer utility.
5. The next five years will include significant capital expenditures to prepare the sewer utility staff to operate a much larger and more complex utility system. Expenditures include investments in administrative software and systems, equipment, and rolling stock.
6. The plan includes liberal estimates of expense increases (increases of five percent per year) and conservative estimates of revenue increases. As such, the Financial Plan should generate positive cash flows and fund balances.
7. Revenue from Capital Facility Charges are not expected from the MPD projects, only in-fill projects in the Jones Lake Subbasin.
8. The plan does not purport to include an analysis of King County Rate impacts over the planning period. Since the King County charges are a pass-through expense, they do not influence the operations or capital planning in the City. They do, however, impact customer views of efficiency and value and should be considered with future rate increases.

Figure 27: Financial Plan

FINANCIAL PLAN																	
REVENUE MODEL - HIGH GROWTH	Actual					Budget											
	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	King County Sewer Revenue	\$ 650,000	\$ 752,226	\$ 950,116	\$ 1,270,000	\$ 1,409,772	\$ 1,384,271	\$ 1,515,275	\$ 1,963,317	\$ 2,333,819	\$ 2,729,960	\$ 3,004,162	\$ 3,476,592	\$ 3,940,266	\$ 4,403,941	\$ 4,867,616	\$ 5,331,291
Black Diamond Sewer Revenue	\$ 240,000	\$ 393,141	\$ 499,456	\$ 625,490	\$ 625,000	\$ 703,957	\$ 809,106	\$ 1,100,763	\$ 1,373,915	\$ 1,687,478	\$ 1,949,821	\$ 2,369,268	\$ 2,819,522	\$ 3,308,878	\$ 3,840,120	\$ 4,416,214	\$ 5,040,318
Permit Fees and Misc Revenue	\$ 43,500	\$ 102,431	\$ 107,355	\$ 87,018	\$ 62,200	\$ 31,343	\$ 69,292	\$ 248,831	\$ 216,056	\$ 242,557	\$ 176,290	\$ 318,919	\$ 328,660	\$ 345,093	\$ 362,348	\$ 380,465	\$ 399,488
Connection Charge Revenue						\$ 97,500	\$ 97,500	\$ 97,500	\$ 97,500	\$ 97,500	\$ 97,500	\$ 97,500	\$ 97,500	\$ 97,500	\$ 97,500	\$ 97,500	\$ 97,500
Investment Interest		\$ 1,720	\$ 573	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less King County Sewer Revenue	\$ 650,000	\$ 752,226	\$ 950,116	\$ 1,270,000	\$ 1,409,772	\$ 1,384,271	\$ 1,515,275	\$ 1,963,317	\$ 2,333,819	\$ 2,729,960	\$ 3,004,162	\$ 3,476,592	\$ 3,940,266	\$ 4,403,941	\$ 4,867,616	\$ 5,331,291	\$ 5,794,966
Total Sewer Fund Sources	\$ 283,500	\$ 497,292	\$ 607,384	\$ 712,508	\$ 687,200	\$ 832,799	\$ 975,899	\$ 1,447,095	\$ 1,687,471	\$ 2,027,536	\$ 2,223,610	\$ 2,785,688	\$ 3,245,682	\$ 3,751,471	\$ 4,299,968	\$ 4,894,179	\$ 5,537,306
REVENUE MODEL - LOW GROWTH	Actual					Budget											
	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	King County Sewer Revenue	\$ 650,000	\$ 752,226	\$ 950,116	\$ 1,270,000	\$ 1,409,772	\$ 1,338,935	\$ 1,365,199	\$ 1,402,093	\$ 1,484,009	\$ 1,575,306	\$ 1,672,856	\$ 1,870,457	\$ 2,068,058	\$ 2,265,659	\$ 2,463,261	\$ 2,658,986
Black Diamond Sewer Revenue	\$ 240,000	\$ 393,141	\$ 499,456	\$ 625,490	\$ 625,000	\$ 680,902	\$ 728,970	\$ 786,104	\$ 873,634	\$ 973,749	\$ 1,085,750	\$ 1,274,701	\$ 1,479,833	\$ 1,702,291	\$ 1,943,295	\$ 2,202,591	\$ 2,475,343
Permit Fees and Misc Revenue	\$ 43,500	\$ 102,431	\$ 107,355	\$ 87,018	\$ 62,200	\$ 8,505	\$ 13,892	\$ 20,490	\$ 47,769	\$ 55,901	\$ 62,716	\$ 133,393	\$ 140,063	\$ 147,066	\$ 154,419	\$ 160,601	\$ 161,088
Connection Charge Revenue						\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Investment Interest		\$ 1,720	\$ 573	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less King County Sewer Revenue	\$ 650,000	\$ 752,226	\$ 950,116	\$ 1,270,000	\$ 1,409,772	\$ 1,338,935	\$ 1,365,199	\$ 1,402,093	\$ 1,484,009	\$ 1,575,306	\$ 1,672,856	\$ 1,870,457	\$ 2,068,058	\$ 2,265,659	\$ 2,463,261	\$ 2,658,986	\$ 2,845,956
Total Sewer Fund Sources	\$ 283,500	\$ 497,292	\$ 607,384	\$ 712,508	\$ 687,200	\$ 749,407	\$ 802,862	\$ 866,594	\$ 981,403	\$ 1,089,650	\$ 1,208,467	\$ 1,468,094	\$ 1,679,896	\$ 1,909,357	\$ 2,157,715	\$ 2,423,192	\$ 2,696,431
EXPENDITURES	Actual					Budget											
	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	Wages (Current + 120k/FTE + 5%/yr)			225,622	288,561	302,989	318,139	460,046	483,048	507,200	658,560	691,488	726,063	888,366	932,784	979,424	1,028,395
Benefits ((52% of Wages)				116,230	150,052	157,554	165,432	239,224	251,185	263,744	342,451	359,574	377,553	461,950	485,048	509,300	534,765
Office Supplies (+ 5%/yr)				20,406	25,669	26,952	28,300	29,715	31,201	32,761	34,399	36,119	37,925	39,821	41,812	43,903	46,098
Utility Tax				48,895	54,276	51,549	52,560	53,981	57,134	60,649	64,405	72,013	79,620	87,228	94,836	102,371	109,569
Excise Tax				1,905	2,115	2,008	2,048	2,103	2,226	2,363	2,509	2,806	3,102	3,398	3,695	3,988	4,269
Services and Charges (\$115k/yr + 5% incr)				114,659	194,490	115,000	120,750	126,788	133,127	139,783	146,772	154,111	161,817	169,907	178,403	187,323	196,689
Subtotal w/o CIP				527,717	715,163	656,054	687,229	911,856	957,921	1,006,501	1,249,097	1,316,111	1,386,079	1,650,671	1,736,577	1,826,309	1,919,785
Available for CIP				184,791	(27,963)	176,746	288,670	535,239	729,550	1,021,035	974,513	1,469,577	1,859,603	2,100,799	2,563,390	3,067,871	3,617,521
Ave Permit Fee/Unit (5%/yr incr)				\$ 300	\$ 300	\$ 315	\$ 331	\$ 347	\$ 365	\$ 383	\$ 402	\$ 422	\$ 443	\$ 465	\$ 489	\$ 513	\$ 539
City Billing Rate (5%/yr incr)				\$ 25.00	\$ 25.00	\$ 26.50	\$ 27.83	\$ 29.22	\$ 30.68	\$ 32.21	\$ 33.82	\$ 35.51	\$ 37.29	\$ 39.15	\$ 41.11	\$ 43.17	\$ 45.32
METRO Billing Rate (no incr)				\$ 52.11	\$ 52.11	\$ 52.11	\$ 52.11	\$ 52.11	\$ 52.11	\$ 52.11	\$ 52.11	\$ 52.11	\$ 52.11	\$ 52.11	\$ 52.11	\$ 52.11	\$ 52.11
ERU (RCE) - High Growth Scenario	1,179	1,437	1,806	2,015	2,114	2,214	2,423	3,140	3,732	4,366	4,804	5,560	6,301	7,043	7,784	8,526	9,267
New Units - High Growth Scenario				209	99	*	210	717	593	634	439	756	742	742	742	742	742
New Units - Low Growth Scenario				209	99	27	42	59	131	146	156	316	316	316	316	313	299
ERU (RCE) - Low Growth Scenario	1,179	1,437	1,806	2,015	2,114	2,141	2,183	2,242	2,373	2,519	2,675	2,991	3,307	3,623	3,939	4,252	4,551
FTE (Utility Workers)				1.8	2	2	2	3	3	3	4	4	4	5	5	5	5

Figure 28: Capital Improvement Plan (Through 2030)

Project	Project Name	Total CIP Cost	Total Developer Cost	CIP Phasing (2023 Dollars)							
				2023	2024	2025	2026	2027	2028	2029	2030
Jones Lake Basin											
CIP-1	Replacement Pumps and Motors	95,000			-	20,000	-	15,000	-	45,000	-
CIP-2	Collection System Easements	185,000			-	-	-	-	135,000	-	-
CIP-3	Improve Capacity	395,000			-	-	-	-	-	-	-
CIP-4	Reduce Infiltration and Inflow	625,000			15,000	25,000	15,000	25,000	15,000	25,000	15,000
CIP-5	Extend Service	-			-	-	-	-	-	-	-
BD West Basin											
CIP-6	Ten Trails Regional Lift Station		2,600,000		400,000	2,200,000	-	-	-	-	-
CIP-7	Ten Trails Regional Force Main		3,550,000		150,000	3,400,000	-	-	-	-	-
CIP-8	Ten Trails Trunk Line 8		4,250,000		250,000	4,000,000	-	-	-	-	-
CIP-9	Ten Trails Trunk Line 9		4,750,000		-	-	-	-	250,000	2,000,000	2,500,000
Black Diamond East Basin											
CIP-10	Rock Creek Lift Station		3,400,000		-	-	400,000	3,000,000	-	-	-
CIP-11	Force Main 11		550,000		-	-	150,000	400,000	-	-	-
CIP-12	Trunk Line 12		4,900,000		-	-	-	-	400,000	2,000,000	2,500,000
CIP-13	Trunk Line 13		1,400,000		-	-	-	-	200,000	1,200,000	-
CIP-14	Trunk Line 14		1,100,000		-	-	-	-	300,000	800,000	-
CIP 10a	Exist Main Upgrades		1,200,000		-	-	1,200,000	-	-	-	-
CIP 11a	New MPD SewerMains		1,800,000		-	-	300,000	1,500,000	-	-	-
Rock Creek Basin											
CIP-15	Trunk Line 15		12,600,000		-	-	-	-	-	-	-
CIP-15a	Trunk Line 15a				-	-	-	-	-	-	-
CIP-16	Trunk Line 16		3,300,000		-	-	-	-	-	-	-
System Wide Improvements											
CIP-17	Emergency Power Upgrade Analysis	625,000			45,000	45,000	100,000	-	100,000	100,000	100,000
CIP-18	Remote Site Communication Eval and Upgrades	75,000			-	-	-	-	75,000	-	-
CIP-19	Lift Sta Lighting, Security and Access Improvements	590,000			-	-	-	65,000	125,000	350,000	-
CIP-20	Enterprise GIS System	65,000			-	-	65,000	-	-	-	-
CIP-21	Electronic Content Management System	35,000			-	-	35,000	-	-	-	-
CIP-22	Earthquake Early Warning	35,000			35,000	-	-	-	-	-	-
CIP-23	SCADA Upgrades	170,000			-	85,000	85,000	-	-	-	-
CIP-24	Pipeline Replacement Program	19,750,000			-	-	-	-	250,000	350,000	750,000
CIP-25	Equipment Acquisition	40,000			5,000	10,000	10,000	10,000	-	-	-
CIP-26	Capital Project Managment	475,000			-	-	-	-	-	-	-
CIP 27	CCTV Equipment	10,000			-	-	10,000	-	-	-	-
CIP 28	Confined Space Equipment	10,000			10,000	-	-	-	-	-	-
CIP 29	Trench Protection Equipment	12,000			-	-	12,000	-	-	-	-
CIP 30	Crane Lifts for Trucks	20,000			5,000	5,000	5,000	5,000	-	-	-
CIP 31	Vactor Truck	300,000			-	-	-	300,000	-	-	-
CIP 32	Jet Rodder	35,000			-	-	-	35,000	-	-	-
CIP 33	Facility Study	35,000			-	-	-	35,000	-	-	-
CIP 34	Morganville LS Analysis	55,000			-	-	30,000	25,000	-	-	-
CIP-35	IT Improvements	387,605			15,000	15,750	16,538	17,364	18,233	19,144	20,101
	CIP Total (Current Dollars)	24,024,605	45,400,000	-	930,000	9,805,750	2,433,538	5,432,364	1,868,233	6,889,144	5,885,101
	CIP (City Funded Projects)	24,024,605			130,000	205,750	383,538	532,364	718,233	889,144	885,101
	CIP (Developer Funded Projects)		45,400,000		800,000	800,000	800,000	800,000	800,000	800,000	800,000
	Available from Revenue				176,746	288,670	535,239	729,550	1,021,035	1,249,097	1,316,111
	Balance				46,746	82,920	151,701	197,186	302,802	359,953	431,009
	Fund Reserve as a % of Revenue (30% Target)				26%	29%	28%	27%	30%	29%	33%

APPENDICES

APPENDIX A: MAPS

APPENDIX B: King County Agreement

APPENDIX C: DEMAND FORECAST TECHNICAL MEMORANDUM

APPENDIX D: NPDES PERMIT

APPENDIX E: PLAN REVIEW COMMENTS

APPENDIX F: SEPA CHECKLIST AND DETERMINATION OF NON-SIGNIFICANCE

APPENDIX G: COUNCIL RESOLUTION

APPENDIX H: FRANCHISES

APPENDIX I: DEVELOPMENT STANDARDS

APPENDIX J: UTILITY RATE STUDY

APPENDIX K: KING COUNTY METRO AGREEMENT FOR DISPOSAL

APPENDIX L: SOOS CREEK AGREEMENT FOR CONVEYANCE OF SEWAGE

APPENDIX M: UNIT FLOW ANALYSIS

APPENDIX N: Jones Lake Capacity Memo

APPENDIX O: Planning/Growth Letter to King County

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution authorizing the Mayor to execute a purchase and sale agreement for 210 City DRCs from the TDR Bank	Agenda Date: July 11, 2024	
	AB24-054	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	X
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	X
	Finance – Xavier Mason	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):	Public Works – Scott Hanis	
Fund Source: Commerce Grant	Court – Judge Swain/ Tawnya Parks	
Timeline:		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Transferrable Development Right Purchase and Sale Agreement		
SUMMARY STATEMENT: The City's Transfer of Development Rights Program (the "TDR Program"), as codified at Black Diamond Municipal Code ("BDMC") Chapter 19.24, allows Transferable Development Rights ("TDRs") to be severed from properties identified as TDR sending sites and transferred or sold to third parties to be applied to TDR receiving sites to allow increased development density when authorized by code or an applicable development agreement. CCD Black Diamond Partners LLC ("Oakpointe") owns certain real property located in the Ten Trails Master Planned Development (formerly known as The Villages) that qualifies as an eligible receiving site for TDRs. In fact, the Development Agreements that govern development in the MPDs require Oakpointe to use TDRs in order achieve the higher densities approved in the MPD permits. The TDR Program also establishes a TDR Bank pursuant to BDMC 19.24.055. The TDR Bank has 1,000 city Development Rights Certificates ("City DRCs") that the City may sell to private property owners, provided certain conditions set forth in BDMC 19.24.055(D)(1)-(6) are met. Oakpointe has applied to acquire 210 City DRCs from the TDR Bank to provide it with flexibility to increase the density of its receiving area properties in accordance with the Development Agreements. Oakpointe has also requested to have the City hold those 210 DRCs in trust in the TDR Bank, consistent with the terms of BDMC 19.24.065, until specific receiving area sites are identified for development using these development rights. In 2019, the City Council approved City of Black Diamond Resolution No. 19-1298 dated March 21, 2019 (the "TDR Trust Bank Resolution") that allows the City to hold TDRs in the TDR Bank for the benefit of Oakpointe per the terms of an approved trust agreement. Oakpointe has met the requirement under BDMC 19.24.055 to acquire the 210 City DRCs as requested. It also has an approved DRC Trust Agreement dated April 10, 2019 (the "DRC Trust Agreement"), which governs the terms of Oakpointe's purchase of TDRs within the City including the City DRCs.		

The Purchase and Sale Agreement attached to this Resolution sets forth the terms of the sale of 210 City DRCs from the TDR Bank, consistent with BDMC 19.24.055, the TDR Trust Bank Resolution, and the DRC Trust Agreement. The sale price of \$945,000 reflects the appraised fair market value of \$4,500 per TDR, as determined by an independent and highly qualified appraisal firm hired by the City.

FISCAL NOTE (Finance Department): This resolution requires the creation of a segregated account to hold the \$945,000 cash proceeds from this transaction until allocated by future City Council action for an eligible purpose.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 24-1632, authorizing the Mayor to execute a purchase and sale agreement with CCD Black Diamond Partners LLC for the sale of 210 City DRCs from the TDR Bank.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
July 11, 2024		

RESOLUTION NO. 24-1632

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AND SALE AGREEMENT WITH CCD BLACK DIAMOND PARTNERS LLC FOR THE SALE OF 210 CITY DRCs FROM THE TDR BANK

WHEREAS, the City is the owner of 1,000 City Development Rights Certificates (City DRCs) held in the TDR Bank, pursuant to BDMC 19.24.055.C; and

WHEREAS, the City is authorized to sell some or all of its City DRCs from the TDR Bank, pursuant to the conditions and procedures established in BDMC 19.24.055.D; and

WHEREAS, CCD Black Diamond Partners LLC has applied to purchase 210 City DRCs from the TDR Bank, with the intention of applying these development rights to one or more TDR receiving area parcels within the approved master planned developments (MPDs); and

WHEREAS, the City has determined that CCD Black Diamond Partners LLC has met the procedural requirements to purchase the requested number of City DRCs from the TDR Bank, pursuant to BDMC 19.24.055.D.1, and will pay the associated costs as required under BDMC 19.24.055.D.2, including the costs of appraisal; and

WHEREAS, the City has determined the fair market value of the DRCs by hiring a highly qualified appraiser, as required by BDMC 19.24.055.D.3; and

WHEREAS, the City has complied with BDMC 19.24.055.D.4 by notifying property owners of the City's intent to sell City DRCs at the appraised value and has provided an opportunity for private property owners to sell their TDRs to CCD Black Diamond Partners LLC on the same terms and conditions, and some property owners have consummated such transactions with CCD Black Diamond Partners LLC, but the number of private sales of TDRs is less than CCD Black Diamond Partners LLC is seeking; and

WHEREAS, BDMC 19.24.055.G authorizes DRCs to be placed in trust in the TDR Bank until they can be transferred to a TDR receiving area parcel, and the City Council has previously approved Resolution No. 19-1298, authorizing the City to hold TDRs for the benefit of CCD Black Diamond Partners LLC, in the TDR Bank, pursuant to a TDR Trust Agreement and BDMC 19.24.065; and

WHEREAS, the City administration and CCD Black Diamond Partners LLC have negotiated a TDR Purchase and Sale Agreement for the purpose of conveying 210 City DRCs from the TDR Bank for the sum of \$945,000, payable in cash, with the DRCs to

be held in the TDR Bank in trust by the City for the benefit of CCD Black Diamond Partners LLC, pending transference to a designated TDR receiving area;

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

Section 1. Pursuant to BDMC 19.24.055, the Mayor is hereby authorized to execute a purchase and sale agreement between the City and CCD Black Diamond Partners LLC, substantially in the form attached hereto, conveying 210 City DRCs from the TDR Bank for the sum of \$945,000 payable in cash. Said DRCs shall be held by the City in trust for the benefit of CCD Black Diamond Partners LLC, pursuant to BDMC 19.24.055.G, BDMC 19.24.065, and Resolution No. 19-1298.

Section 2. The cash proceeds referenced in Section 1 shall be held by the City in a segregated account until allocated by future City Council action for use in accordance with BDMC 19.24.055.B, as it now exists or is hereafter amended.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 11TH DAY OF JULY, 2024.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

TRANSFERABLE DEVELOPMENT RIGHT PURCHASE AND SALE AGREEMENT

This TRANSFERABLE DEVELOPMENT RIGHT PURCHASE AND SALE AGREEMENT (the "**Agreement**") dated as of July 11, 2024 (the "**Effective Date**") is made by and between CCD BLACK DIAMOND PARTNERS LLC, a Delaware limited liability company ("**Buyer**"), and CITY OF BLACK DIAMOND ("**City**"). City and Buyer are sometimes referred to herein individually as a "**Party**" or collectively as "**Parties**."

RECITALS

A. Pursuant to the City's Transfer of Development Rights Program (the "**TDR Program**"), as codified at Black Diamond Municipal Code ("**BDMC**") Chapter 19.24, Transferable Development Rights ("**TDRs**") may be severed from a sending site and transferred or sold to third parties for the benefit of other property located in the City that qualifies as a receiving site pursuant to the TDR Program.

B. The TDR Program includes a TDR bank pursuant to BDMC 19.24.055 (the "**TDR Bank**"). The TDR Bank has one thousand (1,000) city Development Rights Certificates ("**DRCs**") that the City may sell, provided certain conditions set forth in BDMC 19.24.055(D)(1)-(6) are met.

C. Buyer owns certain real property located in Black Diamond, Washington commonly known as the "Ten Trails Master Planned Development" (formerly known as The Villages) that qualifies as an eligible receiving site for TDRs (the "**Receiving Property**") under the City's TDR Program.

D. Buyer intends to acquire city DRCs to provide Buyer with flexibility to increase the density of the Receiving Property in accordance with the applicable development agreement and to have the City hold those DRCs in trust in the TDR Bank, consistent with the terms of BDMC 19.24.065, for the benefit of Buyer and as approved per the terms of City of Black Diamond Resolution No. 19-1298 dated March 21, 2019 (the "**TDR Trust Bank Resolution**").

E. Pursuant to the TDR Trust Bank Resolution, the City and Buyer entered into a DRC Trust Agreement dated April 10, 2019 (the "**DRC Trust Agreement**"), which governs the terms of Buyer's purchase of TDRs within the City including the city DRCs.

F. City desires to sell, and Buyer desires to purchase, certain city DRCs from the TDR Bank, on the terms and conditions provided in this Agreement and consistent with the TDR Trust Bank Resolution.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated by this reference, and the mutual covenants, agreements and undertakings of the Parties set forth

herein, and for other good and valuable consideration, the sufficiency and receipt of which are acknowledged, Buyer and City hereby agree as follows:

1. Purchase and Sale of City DRCs. Upon the terms and conditions set forth in this Agreement, Buyer will buy from City and City will convey to Buyer Two Hundred Ten (210) City DRCs (the “**City DRCs**”).

2. Purchase Price. The purchase price (the “**Purchase Price**”) for the City DRCs shall be Four Thousand Five Hundred Dollars (\$4,500.00) per City DRC for a total of Nine Hundred Forty-Five Thousand and No/100 Dollars (\$945,000) in cash at Closing, as defined below. In the event that the City enters into a future agreement with Buyer for the purchase of an approximate 2.5-acre portion of then-King County parcel no. 1521069097 as described in the Letter of Intent between Buyer and City dated March 27, 2023, the Purchase Price shall be applied toward the consideration payable for said property and any related improvements.

3. City DRC Transfer Process.

(a) City will provide Escrow Agent for release to Buyer at Closing an original signed written notice in the form of the attached hereto as Exhibit E (“**Notice of Sale of DRC**”) informing City staff that City has conveyed the City DRCs to Buyer as set forth in BDMC 19.24.090 and that Buyer is the DRC holder of the City DRCs. At or after Closing, Buyer will instruct the Escrow Agent to deliver the Notice of Sale of DRC to the City.

(b) After receiving the Notice of Sale of DRC, City staff will update the TDR Program database to change the DRC holder from City to City for the benefit of Buyer and indicate the number of City DRCs conveyed to City for the benefit of Buyer in the TDR Program database.

Subject to the terms and conditions of this Agreement, Buyer will bear the costs and expenses of the City DRC transfer process, including any fees, consultant and legal fees and costs and any other non-refundable fees or deposits expended by City in order to obtain and transfer the City DRCs.

4. Closing.

4.1 Time and Place of Closing. Closing will occur in the office of the Escrow Holder on a date to be selected by Buyer. Buyer and City will deposit in escrow with Escrow Holder all instruments and documents necessary to complete the transaction in accordance with this Agreement. As used herein, “**Closing**” or “**date of Closing**” or “**Closing Date**” means the date on which all appropriate documents described herein are recorded and the Purchase Price is paid to the City by the Escrow Holder.

(a) Buyer acknowledges and agrees that if Closing does not occur within ninety (90) days of the Effective Date, City may, in its sole discretion, terminate this Agreement, except for those provisions which by their terms survive such termination.

(b) Escrow Holder shall be Fidelity Title Company and Escrow Agent shall be Loren Jenkins with Fidelity Title Company.

4.2 Closing Costs. Buyer shall pay all costs at Closing with the exception of any taxes due associated with the transaction described herein.

4.3 Taxes. All real property and personal property taxes and assessments as to the City DRCs due in the tax year of Closing (if any) will be paid by City.

4.4 Buyer's Conditions to Closing. Buyer's obligations under this Agreement are expressly conditioned on, and subject to satisfaction of, the following conditions precedent:

(a) Adverse Developments. There will not have occurred between the Effective Date and the Closing Date, inclusive, any event that is not attributable to the action or omission of City that is likely to result in (i) the City DRCs not being transferable to the TDR Bank for the benefit of Buyer, or (ii) the City not being able to transfer the City DRCs to the TDR Bank or the Receiving Property.

(b) Representations and Warranties. The representations and warranties of City contained herein are true and correct as of the Closing in all material respects.

(c) Performance by City. City has performed all material obligations required by this Agreement to be performed by it.

The conditions set forth in this Section 4.4 are intended for the benefit of Buyer. If any of the conditions in Section 4.4 (a) through (c) are not satisfied as of the Closing Date, Buyer will have the right at its sole election either to waive the condition in question and proceed with Closing or to terminate this Agreement.

4.5 City's Conditions to Closing. City's obligations under this Agreement are expressly conditioned on, and subject to satisfaction of, the following conditions precedent:

(a) Representations and Warranties. The representations and warranties of Buyer contained herein are true and correct as of the Closing in all material respects.

(b) Performance by Buyer. Buyer has performed all material obligations required by this Agreement to be performed by it.

The conditions set forth in this Section 4.5 are intended for the benefit of City. If either of the conditions in this Section 4.5 are not satisfied as of the Closing Date, Buyer will have the right at its sole election either to waive the condition in question and proceed with Closing, or to exercise its remedies set forth in Section 8.1 below.

5. Deliveries at Closing.

5.1 City's Delivery. At or before Closing, City will deliver the following to the Escrow Holder:

(a) The Deed, in form attached hereto as Exhibit C, signed by the Mayor of the City, conveying title to the City DRCs to the City for the benefit of Buyer for the Receiving Property. At Closing, Buyer may in the alternative designate, in its sole discretion, that the City

DRCs be transferred directly to the Receiving Property or any other property to the extent allowed under the BDMC and, in that event, such property will be deemed to be all or a part of the Receiving Property hereunder and the Deed shall be revised to name Buyer as grantor thereunder;

- (b) A Notice of Sale of DRC executed by City;
- (c) A FIRPTA Affidavit;
- (d) An estimated settlement statement prepared by the Escrow Agent showing charges and credits due under this Agreement executed by City; and
- (e) Such other instruments or certificates as required by this Agreement or as reasonably required by the Escrow Holder.

5.2 Buyer's Deliveries. At or before Closing, Buyer will deliver the following to the Escrow Holder:

- (a) The Purchase Price in cash, cashier's check, or other payment method acceptable to Escrow Holder;
- (b) An estimated settlement statement prepared by the Escrow Agent showing charges and credits due under this Agreement executed by Buyer; and
- (c) Such other instruments or certificates as required by this Agreement or as reasonably required by the Escrow Holder.

6. City's Representations and Warranties. City represents and warrants to Buyer as follows:

6.1 City; Authorization; No Conflict. City is a municipal corporation duly organized and validly existing under the laws of the State of Washington. City has the full power and authority to enter into the transactions contemplated by this Agreement and perform its obligations hereunder. City has duly authorized, by all necessary corporate action, the execution and delivery of this Agreement and the performance of its obligations hereunder. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will: (a) conflict with or result in a breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to City; or (b) constitute a breach of any agreement to which City is a Party or by which City is bound.

6.2 No Consents. City has obtained all consents and permissions that are required for City's execution and delivery of this Agreement and all other documents to be executed by City hereunder, and the performance of its obligations hereunder.

6.3 Litigation. City is not aware of any pending or threatened action, suit or proceeding, including condemnation, enforcement actions, eminent domain or similar proceedings ("**Proceedings**"), before any court or governmental agency or body against City or the City DRCs which might have any material adverse impact on the City DRCs or City's ability to perform its obligations hereunder.

6.4 Title Matters. City is the fee simple owner of the City DRCs. City has good and marketable title to the City DRCs. No City DRCs have been transferred to any other Party or property. Neither City nor any affiliate of City has granted (nor will City or any affiliate of City grant, while this Agreement remains in effect) any option, right of first refusal, lien or any other right in favor of any person to purchase or otherwise acquire any of the City DRCs, and no other person has any right to acquire any of the City DRCs.

Except as expressly set forth in this Section 6, or elsewhere in this Agreement, or in the documents to be delivered at Closing, City makes no representation or warranty, express or implied, to Buyer. All representations and warranties of City made in this Agreement will survive the Closing for a period of twelve (12) months (the "**Survival Period**").

7. Buyer's Representations and Warranties. Buyer hereby represents and warrants to City that this Agreement has been duly authorized, executed and delivered by Buyer and is a valid and binding obligation of Buyer.

7.1 Buyer; Authorization; No Conflict. Buyer is a limited liability company duly organized and validly existing under the laws of the State of Delaware. Buyer has the full corporate power and authority to enter into the transactions contemplated by this Agreement and perform its obligations hereunder. Buyer has duly authorized, by all necessary corporate action, the execution and delivery of this Agreement and the performance of its obligations hereunder. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will: (a) conflict with or result in a breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Buyer; or (b) constitute a breach of any agreement to which Buyer is a party or by which Buyer is bound.

7.2 Litigation. Buyer is not aware of any pending or threatened Proceedings before any court or governmental agency or body against Buyer, the Receiving Property or the City DRCs which might have any material adverse impact on Buyer's ability to perform its obligations hereunder.

Except as expressly set forth in this Section 7, or elsewhere in this Agreement, or in the documents to be delivered at Closing, Buyer makes no representation or warranty, express or implied, to City. All representations and warranties of Buyer made in this Agreement will survive the Closing for the Survival Period.

8. Default and Remedies.

8.1 Default by Buyer. If Buyer fails without legal excuse to complete the purchase of the City DRCs in accordance with the terms of this Agreement, termination of this Agreement is the sole and exclusive remedy available to City for such failure.

8.2 Default by City. If City fails without legal excuse to complete the sale of the City DRCs in accordance with the terms of this Agreement, Buyer may elect one of the following remedies as its sole and exclusive remedy: (a) specific performance of this Agreement (provided an action thereon is commenced within one hundred twenty (120) days of the City's failure to perform); or (b) termination of this Agreement.

8.3 Waiver of Certain Damages. Notwithstanding anything herein to the contrary, the Parties hereby unconditionally and irrevocably waive and release any right, power or privilege that either may have to claim or receive from the other Party any punitive or exemplary damages or any incidental, indirect or consequential damages with respect to any breach of its obligations under this Agreement, acknowledging and agreeing that the remedies herein provided will in all circumstances be adequate. The foregoing waiver and release will apply in all actions or proceedings between the Parties.

8.4 Waiver of Jury Trial. No Party will have the right to seek a trial by jury of any issue triable of right by jury, and each waives any right to trial by jury fully to the extent that any such right will now or hereafter exist with regard to the terms of this Agreement or any closing document, the transactions contemplated hereby, or any claim, counterclaim or other action arising in connection therewith. This waiver of right to trial by jury is given knowingly and voluntarily by each Party, and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Either Party is authorized to file a copy of this Section in any proceeding as conclusive evidence of this waiver by each Party hereto.

9. Notices. All notices, demands, requests, consents and approvals which may, or are required to, be given by any Party to any other Party hereunder will be in writing and will be deemed to have been duly given if (a) delivered personally, (b) sent by a nationally recognized overnight delivery service, (c) electronically transmitted with confirmation sent by another method specified in this Section 9, or (d) if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to the following addresses. Copies of notices to attorneys will be for courtesy only and will not be necessary for effective notice:

CITY: City Clerk
City of Black Diamond
24301 Roberts Drive
Black Diamond, WA 98010
Email: bmartinez@blackdiamondwa.gov

With a copy to: David A. Linehan, City Attorney
Madrona Law Group PLLC
14205 SE 36th St., Ste 100
Bellevue, WA 98006
Email: david@madronalaw.com

BUYER: CCD Black Diamond Partners LLC
3025 112th Ave NE, Ste 100
Bellevue, WA 98004
Attn: Brian Ross
Email: bross@oakpointe.com

With a copy to: Oakpointe LLC
3025 112th Ave NE, Ste 100
Bellevue, WA 98004
Attn: Megan Nelson
Email: mnelson@oakpointe.com

Either Party hereto may by proper notice made by the other Party designate such other address for giving of notices. All notices will be deemed given on the day such notice is delivered (or if refused, the date of such refusal) or transmitted, or on the third business day following the date such notice is mailed in accordance with this Section.

10. Negotiation and Construction. This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between the Parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

11. Further Assurances. Each Party will, whenever and as often as it is requested to do so by the other, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting Party, in order to carry out the intent and purpose of this Agreement and as are consistent with this Agreement, all without cost or liability to the cooperating Party. This Section will survive the Closing.

12. Governing Law. This Agreement and the rights and obligations of the Parties hereunder will be governed by and interpreted, construed and enforced in accordance with the laws of Washington (regardless of the choice of law principles of Washington or of any other jurisdiction).

13. Jurisdiction; Venue. Each Party (i) irrevocably submits to the jurisdiction of any state court located in King County, Washington or federal court sitting in the Western District of Washington in any action arising out of this Agreement, (ii) agrees that all claims in such action may be decided in such court, and (iii) waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum. A final judgment in any such action will be conclusive and may be enforced in other jurisdictions. Nothing herein will affect the right of any Party to serve legal process in any manner permitted by law or affect its right to bring any action in any other court.

14. Attorneys' Fees. In any suit, action, arbitration or proceeding, including an action for declaratory relief or specific performance, (a) to enforce, defend, invalidate, void or interpret this Agreement or any modification hereof; (b) arising out of an alleged breach, default, misrepresentation, disagreement or dispute in connection with this Agreement or any modification hereof, and/or (c) arising out of or having its roots in this Agreement or any modification hereof,

the Prevailing Party will be entitled, in addition to any other relief that may be granted, to recover from the non-prevailing Party reasonable attorneys' fees, costs of suit, and other costs and expenses incurred in prosecuting, defending, and preparing for such suit, action, arbitration or proceeding. **"Prevailing Party"** within the meaning of this Section includes, without limitation, a Party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought by it. For the purpose of this Agreement, the terms **"attorneys' fees"** or **"attorneys' fees and costs"** means the fees and expenses of counsel to Parties hereto, which may include, but will not be limited to, printing, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and others not admitted to the bar but performing services under the supervision of an attorney. The terms **"attorneys' fees"** or **"attorneys' fees and costs"** will also include, without limitation, all such fees and expenses incurred with respect to appeals, arbitrations and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which such fees and expenses were incurred.

15. Entire Agreement. This Agreement and the Exhibits incorporated herein constitute a single, integrated contract expressing the entire understanding between the Parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded by and merged in this Agreement. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement, representation, warranty, undertaking, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them. The terms of this Agreement are contractual and not merely recitals.

16. Waiver; Severability. Each of City and Buyer may, at its election, waive any of the conditions to its obligations hereunder by a written waiver expressly detailing the extent of such waiver (and no other waiver or alleged waiver by such party shall be effective for any purpose). No such waiver shall reduce the rights or remedies of such party by reason of any breach by the other party or parties of any of its or their obligations hereunder. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, then the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

17. Limitation on Liability. Any obligation or liability of either of the Parties hereunder shall be enforceable only against, and payable only out of, the property of such Party, and in no event shall any officer, director, shareholder, partner, beneficiary, agent, advisor, member, manager or employee of either party be held to any personal liability whatsoever or be liable for any of the obligations of the Parties hereunder.

18. Time of the Essence. Time is of the essence in every provision of this Agreement.

19. Computation of Time. If a deadline arises or performance is due on a day that is a Saturday, Sunday or other legal holiday in the State of Washington, the actual deadline for performance will be extended to the next succeeding business day.

20. Counterparts. This Agreement may be executed in several counterparts, which will be treated as originals for all purposes, and all counterparts so executed will constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatory to the original or to the same counterpart. Any such counterpart will be admissible into evidence as an original hereof against the person who executed it.

21. Amendment. The provisions of this Agreement may not be amended, changed or modified orally, but only by an agreement in writing signed by the Party against whom any amendment, change or modification is sought.

22. Section Headings. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

[Remainder of page intentionally blank; signature page follows]

BUYER:

CCD BLACK DIAMOND PARTNERS LLC,
a Delaware limited liability company

By: Oakpointe LLC, a Washington limited
liability company, its Manager

By: _____

Name: Brian Ross

Title: Manager

Date: _____

CITY:

By: _____

Name: Carol Benson, Mayor

Date: _____

Exhibits

Exhibit A

Form of Deed

Exhibit B

Notice of Sale of DRC

EXHIBIT A

Deed

AFTER RECORDING RETURN TO:

City Clerk
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010

DEED OF TRANSFER OF DEVELOPMENT RIGHTS

Grantor: _____

Grantee: _____

Legal Description: See Exhibit A, attached

Abbreviated Legal: _____

Tax Parcel Identification Number: _____

Reference Numbers of Related Documents: _____ (recording number(s))

This DEED OF TRANSFER OF DEVELOPMENT RIGHTS (this "Deed") is agreed to and executed by _____ ("Grantor"), and _____ ("Grantee").

RECITALS

WHEREAS, Chapter 19.24 of the Black Diamond Municipal Code ("BDMC") establishes a Transfer of Development Rights (TDR) Program (the "TDR Program") and sets forth required procedures for transferring transferrable development rights ("TDRs") from designated TDR sending area parcels to eligible TDR receiving area parcels, which transfers may be facilitated using the City of Black Diamond's (the "City") TDR bank; and

WHEREAS, Grantor is the present owner of One Thousand (1,000) city DRCs as described in BDMC 19.24.055; and

WHEREAS, Prior to the date of this Deed, Grantor has used, extinguished, or conveyed zero (0) of the 1,000 total city DRCs allocated to the City by BDMC 19.24.055; and

WHEREAS, Grantee is the owner of one or more TDR receiving area parcels within the City and desires to acquire the city DRCs for use in the development of Grantee's property; and

WHEREAS, Grantor desires to sell _____ city DRCs to Grantee; and

WHEREAS, BDMC 19.24.100 requires that sales of TDRs occur by deed of transfer, on a form approved by the City and specifying the number and source of development rights sold or conveyed, which must be recorded with the King County Recorder's Office;

NOW THEREFORE, Grantor and Grantee agree as follows:

CONVEYANCE

Grantor, for and in consideration of the sum of _____ (\$ _____), the receipt and sufficiency of which are hereby acknowledged, hereby grants, warrants and conveys to Grantee, including its heir, successors, and assigns, all of Grantor's right, title and interest in _____ city DRCs of the total _____ city DRCs evidenced by BDMC 19.24.055 for attachment to, and use in conjunction with the development of the real property situated in the City of Black Diamond, State of Washington as legally described on the attached Exhibit B (the "Receiving Site"). This Deed conveys only the aforementioned city DRCs.

Grantor covenants and warrants that Grantor is the lawful owner of _____ and has the right to transfer the number of city DRCs being conveyed to Grantee by this Deed, free and clear of all other liens or encumbrances.

Grantor intends that this Deed include all applicable warranties set forth in RCW 64.04.030 as if fully set forth and incorporated herein. This Deed is binding on and shall inure to the benefit of Grantor, Grantee, and their respective heirs, successors, and assigns. The above-stated Recitals are hereby incorporated by this reference.

DATED THIS _____ DAY OF _____, 20____.

Grantor: _____

Grantee: _____

Printed name: _____

Printed name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein described.

WITNESS my hand and official seal hereto affixed this ____ day of _____,
20____.

(Notary Signature)

(Printed Name of Notary)

NOTARY PUBLIC in and for the State of
Washington

Residing at: _____

My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein described.

WITNESS my hand and official seal hereto affixed this ____ day of _____,
20____.

(Notary Signature)

(Printed Name of Notary)

NOTARY PUBLIC in and for the State of
Washington

Residing at: _____

My commission expires: _____

EXHIBIT B

Notice of Sale of DRC

[DATE]

CITY OF BLACK DIAMOND
ATTN: Mona Davis, Community Development Director
24301 Roberts Drive
PO Box 599
Black Diamond, WA 98010

Dear Ms. Davis:

This letter provides written notice that City of Black Diamond ("DRC Holder") has effective as of the date of this letter and pursuant to BDMC 19.24.055, conveyed the right to use *[IDENTIFY NUMBER OF DEVELOPMENT RIGHTS CONVEYED]* of Development Rights Certificate (DRC) to City of Black Diamond, as Trustee for CCD Black Diamond Partners LLC pursuant to the terms of the DRC Trust Agreement dated _____.

Enclosed is the applicable transfer fee for the City in the amount of \$_____.

DRC Holder requests that the City enter the data into the TDR Program database; change the name of the DRC holder to "City of Black Diamond, as Trustee pursuant to the terms of the DRC Trust Agreement between CCD Black Diamond Partners LLC and the City of Black Diamond dated *[fill in date of the applicable DRC Trust Agreement]*"; issue a written notice to CCD Black Diamond Partners LLC and DRC Holder that the TDR Program database has been updated to reflect the transfer, and record a notice with the King County Recorder's Office that the DRC holder has changed.

If you have any questions regarding this written notice of DRC transfer and sale, please contact DRC Holder at _____ and CCD Black Diamond Partners LLC at 425-898-2100.

Sincerely,

[NAME OF CITY]

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution authorizing the Mayor to execute a Collective Bargaining Agreement between the City of Black Diamond and Teamsters Local 117 Professional Unit	Agenda Date: July 11, 2024	AB24-055
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	X
	Com Dev – Mona Davis	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Scott Hanis	
Cost Impact (see also Fiscal Note):	Court – Judge Swain/Tawnya Parks	
Fund Source: Various Funds		
Timeline: January 1, 2024		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Proposed CBA, clean and red-lined versions		
SUMMARY STATEMENT: The City’s negotiating team consisting of Sofia Mabee, Summit Law Group, Police Chief Jamey Kiblinger, and City Clerk/HR Manager Brenda Martinez were able to reach a tentative agreement with the Professional Unit for a new three (3) year Collective Bargaining Agreement (“CBA”) effective January 1, 2024 through December 31, 2026. The Professional Unit 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 and the 2024 budget includes funds to support 2024 increases.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 24-1633 authorizing the Mayor to execute the Collective Bargaining Agreement between the City of Black Diamond and Teamsters Local 117 Professional Unit.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
July 11, 2024		

RESOLUTION NO. 24-1633

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE THE
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
CITY OF BLACK DIMAOND AND TEAMSTERS LOCAL
UNION NO. 117 PROFESSIONAL UNIT**

WHEREAS, the Teamsters Local Union No. 117 is the authorized bargaining representative for the Black Diamond Professional Unit; and

WHEREAS, the Professional Unit was formed in 2014; and

WHEREAS, their agreement expired on December 31, 2023; and

WHEREAS, the City's negotiating team has reached a tentative agreement with the Union for a new three-year Collective Bargaining Agreement ("CBA") effective January 1, 2024 through December 31, 2026 (attached hereto as Exhibit A); and

WHEREAS, the City Council has reviewed the CBA and finds it was negotiated as directed by the City Council and it is in the best interest of the City and its employees to authorize the Mayor to execute the CBA;

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 Professional Unit's CBA as attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 11TH DAY OF JULY, 2024.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

A G R E E M E N T

By and Between

TEAMSTERS LOCAL UNION NO. 117

**Affiliated With The
International Brotherhood of Teamsters**

REPRESENTING THE PROFESSIONAL UNIT



And

CITY OF BLACK DIAMOND

Term of Agreement

January 1, 2024 – December 31, 2026

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PREAMBLE

This Agreement is entered into between the City of Black Diamond (the “Employer” or the “City”), a municipal corporation of the State of Washington, and Teamsters Local Union No. 117 (the “Union”), for the purpose of setting forth wages, hours, and working conditions which shall be in effect during the terms of this Agreement for employees in the bargaining unit, as determined by the Public Employment Relations Commission (PERC), Case 26432-E-14-03863 (2014) and further defined in this Agreement.

It is the purpose of this Agreement to achieve and maintain harmonious relations, based upon a mutual respect and using a collaborative approach, with the objective of fostering effective cooperation between the Employer and the Union, to provide for contractual conditions of work, to establish agreed standards of wages and hours, and to achieve peaceful and rapid resolution of any difference which may arise in accord with the terms of this Agreement.

ARTICLE 1 – DEFINITIONS

The following terms and phrases used in this Agreement are defined as follows:

“The Employer” or “the City”: The City of Black Diamond, Washington.

“The Union”: Teamsters Local Union No. 117 (Professional Unit).

Non-Director Employees: The following classifications in the bargaining unit: (1) Operations and Maintenance Superintendent; (2) Deputy City Clerk; (3) Deputy Finance Director; (4) Police Records Coordinator; (5) Court Administrator; (6) Construction Inspector Supervisor; (7) Permit Technician Supervisor; and (8) Building Official.

Director-Level Employees: The following classifications in the bargaining unit: (1) Community Development / Natural Resources Director; (2) Public Works Director; (3) Finance Director; and (4) MDRT / Economic Development Director.

Temporary Employees: Temporary employees are those employees hired for an indefinite, but limited, term of employment, not to exceed six (6) continuous months, during any period when additional work requires a temporarily expanded work force, in the event of an emergency, or to substitute during the absence of a bargaining unit employee. Temporary employees are not members of the bargaining unit, unless and until they exceed six (6) months in any twelve (12) successive month period. Temporary employees are not subject to the provisions of this Agreement. With prior notice to the Union, the Employer may choose to hire a paid consultant instead of a temporary employee for up to six (6) continuous months. Temporary employees and/or paid consultants hired under this section will not be used by the Employer to displace

current employees of the bargaining unit. Bargaining unit work will not be permanently assigned to temporary employees or paid consultants.

Initial Probationary Employees: New employees hired by the Employer, serving an initial probationary period of employment prior to achieving regular full-time or regular part-time status.

Initial Probationary Period of Employment: The initial twelve (12) months of work—including holidays but excluding other leave—each initial employee of the Employer must complete in order to achieve regular full-time or regular part-time employment status. The initial probationary period of employment provides an opportunity for the Employer to evaluate the performance of new employees, and for new employees to evaluate working for the Employer. During the initial probationary period of employment, initial probationary employees serve “at will” and may be terminated with or without cause, and without recourse to the grievance procedure stated in this Agreement. The Employer retains the right to extend the length of the initial probationary period of employment based on mutual agreement with the Union.

Promotion: Competing for and accepting a new job or classification with higher compensation and/or an advancement in rank or position. A promotion also includes a transfer, upon the voluntary application of an employee, to an entirely new classification outside of the employee’s previous job responsibilities and duties.

Promotional Probationary Employees: Existing employees serving a promotional probationary period of employment.

Promotional Probationary Period of Employment: Twelve (12) months of work—including holidays but excluding other leave—each existing employee of the Employer must complete upon promotion or upon an employee’s transfer to a new job or classification. During the promotional probationary period of employment, a promotional probationary employee shall be returned to their most recently-held position if the employee fails to pass probation. A promotional probationary employee may also return to their recently-held position by preference, but only if the position is still vacant. Employer retains the right to extend the length of the promotional period of employment on a case-by-case basis.

ARTICLE 2 – RECOGNITION

The Employer recognizes Teamsters Local No. 117 as the exclusive bargaining representative for all employees in the bargaining unit, including all regular full-time, regular part-time, and probationary employees, and including any of the above-listed categories who are employed by the City of Black Diamond but subject to external grant funding or public-private partnership funding. The job classifications held by bargaining unit members are listed in Appendix A to this Agreement and/or as subsequently added by the parties during the life of the Agreement. The bargaining unit shall exclude confidential employees and all other employees.

ARTICLE 3 – UNION MEMBERSHIP AND DUES

3.1 - Union Membership

All employees in the bargaining unit shall have the voluntary right to become members of the Union. The Employer agrees to remain neutral regarding Union membership. Should employees have specific questions about Union membership, the Employer will refer those employees to this Agreement and to a Union representative.

3.2 - Dues or Fees / Payroll Deduction

The Employer shall deduct Union dues or fees for all employees who individually and voluntarily authorize in writing such payroll deduction for each month's paycheck(s), with copies of the signed authorization form provided to the Employer. The Union shall designate the amount to be deducted. Such amount shall be remitted to the Union within a reasonable time, without unnecessary delay by the Employer. Employees requesting to stop dues/fees deductions shall notify both the Employer and the Union of their request, with the Employer stopping deductions following written confirmation from the Union that the employee's dues/fees deduction authorization has been terminated in compliance with the terms of the written authorization executed by the employee.

3.3 - Notification

The Employer shall annually, or at the specific request of the Union, provide the Union with a current list of all employees in the bargaining unit. The list shall include the name of each employee, date of hire, wage rate, job classification, and employment status.

The Employer will notify the Union of all newly hired employees hired into job classifications covered by this Agreement. The notification shall include the name of the employee, date of hire, wage rate, job classification, and employment status. The Employer will also notify the Union of any employee leaving the bargaining unit because of termination, layoff, promotion, demotion, transfer, or resignation. The notification shall include the name of the employee, date of termination, and job classification.

3.4 - Hold Harmless

The Union agrees to indemnify and hold the Employer harmless for any and all liabilities that arise or by reason of actions taken by the Employer pursuant to this Article, including the reimbursement of any legal fees or expenses incurred in connection with any claim, lawsuit, order, judgment, or liability asserted against the Employer in connection with this Article.

3.5 – New Hire Orientation

The Union through a Shop Steward or Union Representative shall have thirty (30) minutes during the employer's new hire orientation program to meet with the employee(s) for the purposes of filing out Union paperwork and orienting the employee to Union membership.

3.6 – PAC Contributions to D.R.I.V.E.

The Employer agrees to deduct from the paychecks of employees covered by this Agreement voluntary contributions to D.R.I.V.E. (Democrat, Republication, Independent Voter Education). The Union will notify the Employer of the amounts designated by each contributing employee, to be deducted from each paycheck. The Employer shall send to D.R.I.V.E. headquarters, on a monthly basis, a single check for the total amount deducted by employees, along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number, and the amount deducted from each paycheck. Contributions made by employees under this Section are entirely voluntary. By agreeing to this provision, the Employer does not endorse or condemn any particular political views associated with D.R.I.V.E.

The International Brotherhood of Teamsters, Teamster Local Union No. 117, shall reimburse the Employer annually for the Employer's actual costs incurred in administering the payroll deduction plan. Reimbursement shall be paid by the Teamsters within thirty (30) days of submission by the Employer. In the event the Teamsters no longer serve as the bargaining representative of the Professional Unit, this section of the Article shall automatically terminate.

ARTICLE 4 – NON-DISCRIMINATION

4.1 – Non-Discrimination Based on Union Membership or Union Activity

In accordance with RCW 41.56, the Employer and Union agree that there shall be no discrimination against employees or Union officers because of membership in the Union or lawful union activity.

4.2 – Equal Opportunity, Anti-Harassment, and Non-Discrimination

Neither the Employer nor the Union shall discriminate against any employee or job applicant in violation of local, state, or federal employment laws and regulations. The Employer and the Union acknowledge their commitment and obligation to abide by all equal employment opportunity and non-discrimination laws. There shall be no discrimination, harassment, or retaliation based on race, color, religion, sex, sexual orientation, gender expression, gender identity, marital status, national origin, age, or the real or perceived presence of any sensory, mental, or physical disability that does not prevent the proper performance of the job, unless based upon a *bona fide* occupational qualification.

4.3 – Prohibition on Intimidating or Bullying Behavior

The Employer and the Union recognize the Employer has policies and procedures relating to workplace violence. The Employer and the Union also recognize behavior which does not rise to the level of physical violence, or threats thereof, but which is nevertheless intentionally intimidating or bullying can have serious adverse impacts on individual employees, as well as the workplace in general. The Employer and the Union further recognize this type of inappropriate conduct is not dependent upon a supervisor/subordinate relationship and may occur between co-workers without a difference in reporting relationships. Therefore, the Employer and the Union seek to codify their intent not to engage in, encourage, or knowingly tolerate workplace

intimidation or bullying. The Employer and the Union will work together collaboratively and employ reasonable means to attempt to address complaints or concerns of workplace intimidation or bullying.

ARTICLE 5 – UNION ACTIVITY

5.1 – Conduct of Union Business and Member Access

Union business, such as handling grievances or other legitimate routine matters authorized by this Agreement, may be conducted on the Employer's premises, provided that such business does not interfere with the Employer's operations or business. The Employer shall not unreasonably deny entry. Authorized representatives of the Union may visit the Employer's work locations of employees covered by this Agreement for the purposes of investigating grievances or conducting Union business, provided that such business does not interfere with the Employer's operations. Scheduled Union meetings may be held in the Employer's facilities subject to the foregoing restrictions.

Authorized representatives of the Union may have reasonable access to its members in Employer facilities for transmittal of information or representation purposes before work and during lunch breaks or other regular breaks, provided such access and meeting do not interfere with the Employer's operations.

5.2 – Stewards

The Union has the right to appoint stewards within sections and locations where its members are employed under the terms of this Agreement.

5.3 – Paid Release Time for Bargaining

One non-exempt employee may be on regular paid status for any bargaining session, or portion thereof, occurring during the employee's scheduled hours of work. If the employee is not on duty during bargaining, then the employee will not be paid by the Employer.

5.4 – Bulletin Boards

The Employer shall provide space in a non-public area for a bulletin board which may be used by the Union for Union-related business, including the announcement of meetings, elections, and any other Union materials, provided that no material shall be posted that is obscene or defamatory.

5.5 – Personnel Policies

The Employer maintains personnel policies applicable to employees. Copies, amendments, or changes of the Employer's personnel policies impacting any of the terms and conditions of this Agreement shall be provided upon request by the Union.

5.6 – Email and Telecommunication Equipment

The Employer and the Union agree that the Employer's computer and telephone equipment shall be used primarily for conducting the Employer's business and not for other purposes. Employees

covered by this Agreement may use the Employer's computer and telephone equipment to conduct Union business at a reasonable level, provided that such use does not interfere with the Employer's operations and is at no added cost to the Employer. The Union understands that any communications taking place on the Employer's computer and telephone equipment are subject to review by the Employer, is not secure or private, and is part of the public domain.

ARTICLE 6 – MANAGEMENT RIGHTS

6.1 – Purpose

The Union recognizes the Employer has a legitimate need to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are retained by the Employer.

6.2 – Specific Rights Enumerated

In accordance with Washington law and RCW 41.56, the Employer and the Union agree to a specific list of management rights. Most notably, the direction of the workforce is vested exclusively with the Employer. This shall include, but is not necessarily limited to, the right to:

1. Direct and manage employees;
2. Hire, promote, transfer, assign, re-assign, and retain employees;
3. Suspend, demote, discharge, or take other disciplinary action against employees;
4. Relieve employees from duty because of lack of work, budget constraints, or other legitimate reasons.
5. Maintain the efficiency of the Employer's operations;
6. Determine the methods, means, and personnel by which the Employer operates and conducts its business;
7. Develop, amend, and enforce reasonable written policies, procedures, rules, or regulations governing the workplace, including those described in the Employer's personnel policy manual, provided that such policies, procedures, rules, and regulations do not conflict with the provisions of this Agreement; and
8. Take any actions reasonably necessary in conditions of emergency, regardless of prior commitments, to carry out the duties and mission of the Employer.

Provided, however, that items (1)-(8) above shall not conflict with any terms and conditions stated in this Agreement or other supplemental agreements with the Union.

6.3 – Notice to the Union of the Exercise of Management Rights

The Employer shall provide the Union with thirty (30) calendar days' notice of the exercise of any non-routine management right that affects wages, hours, or working conditions. Should thirty (30) calendar days' notice not be operationally feasible, or emergent issues arise, the Employer will provide reasonable notice. The Employer agrees to engage in any impact bargaining over the effects of the exercise of any management right, including the reasonableness of amendments or revisions to its personnel policies impacting the terms and conditions of this Agreement, as required by Washington law and RCW 41.56.

6.4 – Court Personnel Governed by General Rule 29(f)

Pursuant to the requirements of Washington's General Rule 29(f), the parties to this Agreement recognize the Presiding Judge of Black Diamond Municipal Court is delegated the exclusive authority over any and all court personnel covered by this Agreement with respect to working conditions, hiring, discipline, and termination decisions, but excluding wages or benefits directly related to wages (collectively, "non-wage related working conditions"). In accordance with GR 29(f), the classification of Court Administrator covered by this Agreement reports directly to the Presiding Judge. Any Article or subsection of this Agreement pertaining to non-wage related working conditions of the Court Administrator, or any other court personnel later covered by this Agreement, shall be imputed to the Presiding Judge, regardless if the language of this Agreement refers to "Employer," or "City," or "Mayor." The parties also recognize that the judicial and administrative duties set forth in GR 29(f) rest exclusively with the Presiding Judge and cannot, by operation of law, be delegated to either the legislative or executive branches of the City's government. In the event any Article or subsection of this Agreement violates GR 29(f) or abridges the Presiding Judge's responsibilities under GR 29(f), that Article or subsection shall be invalidated.

ARTICLE 7 – HOURS OF WORK

7.1 – FLSA Work Week

For all non-exempt employees, the designated work week shall consist of forty (40) hours within a consecutive seven (7) day period. The work week shall begin at 12:00 a.m. Monday and end at 11:59 p.m. on Sunday, unless otherwise specified.

7.2 – Work Schedule for Non-Exempt Employees

The work week for non-exempt regular full-time employees, including non-exempt initial/promotional probationary employees working on a full-time basis, shall normally be comprised of eight (8) consecutive hours of work, totaling forty (40) hours per work week (a "5/8 schedule"). However, the Employer may assign employees to a work schedule different from the 5/8 schedule in order to meet business and customer service needs. In the event of a deviation from the 5/8 schedule, the Employer will provide affected employees with five (5) working days' notice, except by mutual agreement. Absent mutual agreement, employees will not be required to work split shifts. Absent mutual agreement, employees will be provided at least two (2)

consecutive days off per work week. Nothing in this Article prevents the Employer from changing work schedules in response to emergency situations.

The parties agree to the following meal and rest periods, which supersede WAC 296-126-092 pursuant to RCW 49.12.187.

- a. **Meal Period** – Employees are provided with a thirty (30) minute unpaid meal period per regular work shift, to be taken as close to the middle half of each regular work shift as reasonably possible, in no event taken no less than two (2) hours and no more than five (5) hours from the beginning of a work shift. If an employee is required by the Employer to remain on duty during a meal period, the employee shall be paid for the meal period. Employees may waive their meal period with prior approval by a supervisor. If an employee is required to work three (3) or more hours longer than a normal work day, the employee shall be allowed to take one thirty (30) minute unpaid meal period prior to or during the overtime period.
- b. **Rest Periods** – Employees are provided with two (2) fifteen (15) minute paid rest breaks per regular working shift, to be taken approximately midway in each half of the regular work shift. An employee required to work beyond ten (10) consecutive hours in any one day shall be provided another fifteen (15) minute rest period after the ten (10) hour threshold. Rest periods shall be scheduled to avoid interfering with the Employer's operations and service, provided employees are not required to work more than three (3) hours without a rest break.

7.3 – Work Schedule for Exempt Employees

The work week for exempt regular full-time employees, including exempt initial/promotional probationary employees working on a full-time basis, is generally forty (40) hours per week, consisting of eight (8) hour days, Monday through Friday. Exempt employees are expected to work the hours necessary to complete their job duties. Due to the nature of the job duties of exempt employees, they may be required to work more than forty (40) hours per week and may be required to work evenings and weekends. Exempt positions are therefore not limited to a specific number of hours in a work day or work week. While exempt employees have some flexibility in their working hours, it is expected that every exempt employee will generally be present at their assigned work location during regular business hours. It is the responsibility of exempt employees to notify the Employer in advance of absences of a half-day or more. Exempt employees must maintain good work habits, be accountable to the City, and be regularly available during normal business hours to allow the Employer's business to be accomplished in an orderly and efficient manner.

Exempt employees will not be subject to salary deductions for personal partial day absences, unless authorized by law, but may be required, under appropriate circumstances and at the discretion of the Employer, to deduct partial day absences from available paid leave banks. Such deductions

from paid leave banks, if any, will not occur where the employee has been granted flexible time off by the Employer or has otherwise been granted approval in advance to take a partial day absence without a deduction. Full day absences for personal reasons other than sickness or accident shall be deducted from employees' paid leave banks, to the extent authorized by law.

7.4 – Exempt Employees: Flexible Time Off for Work Load Fluctuations

The parties recognize that the nature of the work of exempt, salaried professional employees may require work beyond the normal work schedule to meet project needs and workload fluctuations. Therefore, upon employee request and by mutual agreement of the Employer, a change of schedule and flexible time off may be authorized on a case-by-case basis. Such agreements shall not result in any reduction in services provided by the Employer or impact required staffing levels for the Employer's daily operations. In addition, such agreements shall not increase the Employer's total cost of compensation for employees.

7.5 – Executive Leave for Exempt Employees

The parties recognize that the nature of the work of exempt, salaried professional employees may require work beyond the normal work schedule to meet projects needs and workload fluctuations. For exempt employees working substantially in excess of the standard work schedule, the Employer has the discretion to award up to five (5) days of paid Executive Leave per year. Such an award may be provided without prompting by the Employer, or upon request by an employee, who shall provide a written statement to the Human Resources Director with the reasons supporting the request. Requests will be approved by the Employer on a case-by-case basis. Executive Leave must be used in the year it is earned, cannot be exchanged for cash payment, and has no value at the time of voluntary or involuntary separation.

7.6 – Telecommuting Schedules

Employees are generally expected to be present at the Employer's premises during normal work hours. On a case-by-case basis, employees may request a telecommuting schedule, to be approved at the discretion of the Employer. A telecommuting schedule will only be granted on a limited or intermittent basis, or for special projects and assignments, or for inclement weather, provided the employee has a legitimate rationale for requesting a telecommuting schedule and is able to perform all of the necessary functions of the job. If an employee is granted a telecommuting schedule, the employee will be required to comply with the Employer's policies governing telecommuting and the use of the Employer's electronic resources.

ARTICLE 8 – SENIORITY

8.1 – Definition of Seniority

- a. Seniority within the Employer—the length of continuous employment of a regular full-time employee, regular part-time employee, or promotional probationary employee with the Employer. Seniority within the Employer shall begin on the date of hire.

- b. Seniority within a Classification—the length of continuous employment of a regular full-time employee, regular part-time employee, or promotional probationary employee within a particular job classification. Seniority within a classification shall begin on the date of transfer to a new classification.

8.2 – Employee Classifications

- a. **Regular Full-Time, Regular Part-Time, and Promotional Probationary Employees** – Seniority applies to regular full-time, regular part-time, and promotional probationary employees. Regular part-time employees, including promotional probationary employees working on a part-time basis, earn seniority based on a pro-rated percentage of regular full-time employees (for example, a 0.5 regular part-time employee working 20 hours per week will earn 0.5 service credits per month).
- b. **Initial Probationary Employees** – New probationary employees shall not have seniority during the initial probationary period of employment. Upon completion of the initial probationary period of employment, an employee's most recent date of hire with the Employer shall be the employee's seniority date.

8.3 – Breaks in Seniority

Seniority shall be broken by resignation, discharge, retirement, layoff of more than twelve (12) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff. A break in seniority results in a loss of seniority.

ARTICLE 9 – OVERTIME AND CALL-BACK

9.1 – Overtime Eligibility

Overtime is provided only to employees who are not exempt from coverage under state and federal wage and hour laws. As a condition of employment, overtime may be required when determined by the Employer. Overtime must be authorized in writing by the Employer before any overtime hours are worked.

9.2 – Overtime Hours

Overtime is defined as hours worked in excess of forty (40) hours in a work week. Hours worked in a work week exclude periods of paid leave, including holidays, vacation, sick leave, and all other forms of paid leave. Effective the first pay period after ratification of this Agreement, holidays shall count towards hours worked for the purpose of overtime.

9.3 – Overtime Compensation

Overtime is paid at a rate of one and one-half (1.5) times an employee's regular rate of pay.

9.4 – Call-back

Employees in the Professional Unit may be called back to work outside of regular working hours. Under such circumstances, non-exempt employees will be paid for the actual time worked, including any overtime, in accordance with state and federal wage and hour laws. A non-exempt employee who is required to return to the worksite in person for unscheduled work outside of their regular working hours shall receive a pay at the overtime rate of pay.

9.5 – Stand-By Status

The Employer and the Union recognize the job classification of Public Works Utilities Supervisor covered by this Agreement currently provides public works standby duties in conjunction with employees represented by the Public Works Union. The Public Works Utilities Supervisor shall continue to provide these duties in accordance with the Employer's standby policy.

9.6 – Compensatory Time

With the approval and at the discretion of the Employer, non-exempt employees may request to accrue compensatory time in lieu of overtime pay. In such cases, compensatory time shall accrue at the rate of one and one-half (1.5) hours for each overtime hour worked. Compensatory time is intended as a benefit to employees. Under no circumstances shall an employee be required to accept compensatory time instead of overtime pay.

- a. Scheduling Compensatory Time Off** - Employees must request to use compensatory time in advance with the Employer. Employees who request compensatory time off shall be permitted to use such time with a reasonable period after making a request, provided the use of compensatory time off does not unduly impact the Employer's operations. The Employer reserves the right to control the scheduling of compensatory time off to ensure operational and departmental needs are met.
- b. Maximum Accrual** - The maximum accrual of compensatory time is forty (40) hours. Employees who have reached the maximum accrual will receive pay for additional hours worked at applicable overtime or straight time rates.
- c. Cash-Out** – Compensatory time not used by November 30, or scheduled by November 30 for use before the end of the calendar year, will be cashed out in the first regular payday following November 30. Compensatory time will also be cashed out for employees who separate, voluntarily or involuntarily, from the Employer. All cash outs will be paid at employees' straight time rates.

9.7 – Overtime Eligibility for Exempt Employees

Exempt employees shall be paid a salary and shall not receive overtime pay or compensatory time for hours worked in excess of forty (40) per week.

ARTICLE 10 – HOLIDAYS

10.1 – Recognized Holidays

The following holidays are recognized by the Employer for all regular full-time, regular part-time, and initial/promotional probationary employees of the bargaining unit:

New Year's Day	January 1
Dr. Martin Luther King Jr. Day	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	4 th Monday of May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday of September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday of November
Native American Heritage Day	4 th Friday of November
Christmas Eve Afternoon	Last 4 hours of the employee's shift on December 24
Christmas Day	December 25
One (1) Floating Holiday	Discretionary

Holidays begin at 12:01 a.m. and end at 12:00 p.m. on the designated date.

If the City is required by law to provide additional paid holidays, the City will comply with the law.

10.2 – Holidays During Paid Leave

Holidays occurring during employees' absence on paid vacation or paid sick leave shall not be considered part of the vacation or sick leave expended.

10.3 – Holiday Pay for Non-Exempt Employees

Non-exempt regular full-time employees, including initial/promotional probationary employees, not required to work on a holiday are paid their regular rate of pay for the holiday. Non-exempt regular full-time employees, including initial/promotional probationary employees, required to work on a holiday may choose one of two options:

1. The employee may take the next convenient regular work day off, or if less than a full day was actually worked on a holiday, the applicable number of holiday hours worked, if within the same work week. The determination of "convenient" shall be mutually agreed upon by the Employer and affected employee.
2. The employee may be paid at the rate of two (2) times their regular rate of pay for those hours worked which fell on a holiday.

Non-exempt regular part-time employees, including initial/promotional probationary employees, will receive a pro-rated portion of holiday pay based on works worked by regular full-time employees. Non-exempt regular part-time employees, including initial/promotional probationary employees, are only eligible to receive holiday pay for holidays falling on days the employees were regularly scheduled to work.

10.4 – Holidays on Saturday and Sunday

Any holiday falling on a Saturday will be celebrated on the preceding Friday. Any holiday falling on a Sunday will be celebrated on the following Monday.

10.5 – Floating Holiday

Regular full-time, regular part-time, and promotional probationary employees who have been employed by the Employer for at least one (1) year may select one (1) floating holiday each calendar year, subject to approval of the Employer. Dates requested by Employees will be approved based on the following criteria:

1. An employee gives at least seven (7) days advance notice to the Employer, unless mutually agreed otherwise.
2. The particular day selected by an employee does not prevent the Employer from providing continued public service or otherwise unduly impact Employer operations.
3. The floating holiday must be taken each calendar year. Floating holidays do not rollover from year to year. At the discretion of the Employer, when an employee has reasonably made requests to use a floating holiday, and those requests have been denied, the floating holiday may be carried over to the earliest convenient date in the next calendar year. The determination of “convenient” shall be mutually agreed upon by the Employer and the affected employee.
4. Regular part-time employees will receive a pro-rated portion of floating holiday hours based on hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week earns one-half (0.5) floating holiday per calendar year).

ARTICLE 11 – VACATION LEAVE

11.1 – Vacation Accrual

Regular full-time employees of the bargaining unit, including initial/promotional probationary employees, earn vacation leave as follows:

Year of Employment	Vacation Hours Earned
0-5 years	8 hours per month

6-9 years	10 hours per month
10-15 years	12 hours per month
16-19 years	14 hours per month
20+ years	16 hours per month

Regular part-time employees of the bargaining unit, including initial/promotional probationary employees, earn a pro-rated portion of vacation leave based on hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week, with 1-5 years of seniority, shall earn six (6) vacation days per year).

Vacation time is accrued from the date of hire, but cannot be used by initial probationary employees until the successful completion of the seventh (7th) month of the initial probationary period. Employees shall receive all accrued and unused vacation paid out at the time of separation at their base wage rate. If an initial probationary employee separates employment from the Employer (for any reason) prior to completion of the initial probationary period of employment, the cash out of vacation leave shall be granted if the employee separates in good standing (as determined by the Employer).

Vacation leave may not be used in the month it is earned.

11.2 – Vacation Carry-Over

Employees may only carry-over accrued vacation leave from calendar year to calendar year in the amounts set forth below. Once an employee reaches the applicable threshold, the employee shall not accrue any additional vacation leave unless approved by the Employer.

0-5 years	144 hours maximum
6-9 years	180 hours maximum
10-15 years	216 hours maximum
16-19 years	252 hours maximum
20+ years	288 hours maximum

The allowed carry-over of vacation leave for eligible regular part-time employees is based on a pro-rated portion based on the hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week, with 1-5 years of seniority, shall be permitted to carry over a maximum of 72 hours per calendar year).

11.3 – Vacation Requests

The Employer retains the right to approve and deny vacation requests, provided that vacation requests may not be unreasonably denied. Vacation days may not be taken without prior approval from the Employer. Employees are responsible for planning their annual vacation leave and submitting vacation requests to the Employer well in advance of the leave requested so that disruption to the Employer's operations is minimized. In the event of a bona fide staffing emergency, such as an incident impacting critical Employer operations or impacting public health and safety, the Employer retains the right to cancel scheduled vacations. Vacation may be taken in increments of one-half (0.5) hour.

ARTICLE 12 – SICK LEAVE

12.1 – Sick Leave Accrual

Regular full-time employees of the bargaining unit, including initial/promotional probationary employees, earn paid sick leave at the rate of eight (8) hours per month. Paid sick leave is accrued from the date of hire. Absent exigent circumstances, approved by the Employer in advance, new probationary employees may not use accrued paid sick leave until the sixtieth (60) calendar day after the commencement of employment.

Regular part-time employees of the bargaining unit, including initial/promotional probationary employees, earn a pro-rated portion of paid sick leave based on hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working twenty (20) hours weekly earns four (4) hours of paid sick leave per month).

Sick leave that is accrued, but unused, in a calendar year shall be accumulated for subsequent calendar years, up to a maximum annual carry-over of one thousand and one hundred and forty hours (1,140). Employees granted paid sick leave continue to accrue paid sick leave while on paid sick leave.

12.2 – Permitted Use of Sick Leave

Paid sick leave is a conditional benefit based on qualifying medical conditions or circumstances. Employees may use paid sick leave for the following situations:

1. The employee's own health condition (illness, injury, physical or mental disability, or any period of temporary disability resulting from pregnancy or childbirth).
2. The employee's forced quarantine in accordance with community health requirements.
3. The employer's medical or dental appointments, or those of the employee's immediate family.
4. As an extension of bereavement leave, in accordance with the terms of this Agreement governing bereavement leave.

5. Illness of a member of the employee's immediate family which requires the employee to provide care for the immediate family member.
6. The lawful use of a prescription drug which impairs the employees' job performance or safety.
7. Attendance at appointments as part of any Employee Assistance Program offered by the Employer.
8. When the Employer has been closed by order of a public health official for any health-related reason, or when an employee's child's school or place of care has been closed for any health-related reason.
9. Any absence that qualifies for leave under Washington's domestic violence, sexual assault, and stalking statute, RCW 49.76.
10. Any other situation where sick leave is required by applicable law or legal authority.

For purposes of this section, "immediate family" includes spouse, registered domestic partner, children, stepchildren, foster children, siblings, grandparents, parents of the employee or the employee's spouse, grandchildren, and any other familial inhabitant of the employee's household. If the City is required by law to provide sick leave to additional family members, the City will comply with the law.

12.3 – Sick Leave Procedure

1. An employee using sick leave shall inform the Employer as soon as possible.
2. Sick leave may be used once it is earned. Sick leave is deemed "earned" when reported on end-of-month payroll statements.
3. For absences in excess of three (3) consecutive sick days, the Employer may require the employee to obtain a doctor's statement verifying the necessity for use of sick leave. Any employee requested to provide a doctor's statement or other medical verification in connection with the use of sick leave may be excused if the employee can establish an "unreasonable burden or expense," as that phrase is interpreted by Washington law, that cannot be mitigated by the City.
4. The Employer may, in accordance with the terms of state or federal law, require that an employee be evaluated by an independent doctor, specified by the Employer, and at the Employer's expense, to determine whether the employee is able to perform the essential functions of their job, to determine any functional limitations the employee's condition may

impose on their job duties, and to assist in evaluating the employee's return to work options and any reasonable accommodation.

5. Prior to returning to work, the Employer may require a written release from an employee's doctor certifying the employee's fitness to return to duty.
6. Employees who fail to provide proper notice, obtain a doctor's statement when requested, or who otherwise violate this section may be denied paid sick leave and/or may be subject to disciplinary action unless otherwise prohibited by Washington law.

12.4 – Sick Leave Donation

Employees are permitted to donate a portion of their accumulated paid sick leave to other employees in accordance with the terms and conditions stated in the Employer's personnel policy manual.

12.5 – Sick Leave Cash-Out

Upon separation of employment in good standing (as determined by the Employer), regular full-time, regular part-time, and promotional probationary employees may receive compensation for accrued, but unused, paid sick leave based on the following formula:

End of probationary period of employment through Year 1	0% cash-out
Year 1 through Year 5	10% cash-out
Year 6 through Year 12	20% cash-out
Year 13 through Year 20	30% cash-out
Year 21 through Year 24	40% cash-out
Year 25 and over	50% cash-out

Sick leave cash-outs shall be based on 100% of the value of each sick leave hour, up to the maximum cash-out percentages listed above. For example, an employee who separates from the City with seven (7) years of completed service is entitled to a 20% cash-out. Assuming the employee has 100 hours of accumulated sick leave, the employee would receive 20% of the total hours (20 hours) cashed-out at 100% of their value. The remaining sick leave hours are surrendered.

ARTICLE 13 – OTHER LEAVE

13.1 – Paid and Unpaid Leave Required by State or Federal Law

The Employer provides employees with 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 USC § 2601 et seq. and RCW 50A).
- b. Family Care Act Leave (RCW 49.12.265 & WAC 296-130).

- c. Pregnancy Disability Accommodation (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. Leave for Certain Emergency Services Personnel (RCW 49.12.460).

Leave eligibility, benefits, and requirements are determined by applicable state or federal law and will be administered according to the Employer's personnel policies manual. In the event the Employer's personnel policies manual conflicts with state or federal law, then the minimum requirements of the law shall apply.

13.2 – Bereavement Leave

Regular full-time, regular part-time, and initial/promotional probationary employees are entitled to up to five (5) days of paid bereavement leave for the death of an immediate family member. The specific length of paid bereavement leave shall be determined by the Employer.

For purposes of this section, "immediate family" includes spouse, registered domestic partner, children, stepchildren, foster children, a child's spouse, siblings, grandparents, parents of the employee or the employee's spouse, grandchildren, and any other familial inhabitant of the employee's household.

For regular full-time and regular part-time employees, including promotional probationary employees but excluding initial probationary employees, any additional bereavement leave needed by an employee may be deducted from any accrued paid time off, including paid vacation leave and paid sick leave, if available. Paid bereavement leave, or other paid leave taken as additional bereavement leave, must be taken within thirty (30) days of the date of death of an immediate family member.

13.3 – Unpaid Religious Leave

Pursuant to RCW 1.16.050(3), an 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 Employer's personnel policies manual. In the event the Employer's personnel policies manual conflicts with Washington law, then the minimum requirements of the law shall apply.

13.4 – Jury Duty

Employees are entitled to leave for jury duty service as required by law. Regular full-time and regular part-time employees, including initial/promotional probationary employees, shall be paid their straight time rate of pay for all hours of jury duty occurring during their regular working hours, provided they comply with the following conditions:

1. The employee remits to the Employer all compensation received for jury duty service (excluding travel or other reimbursable expenses).
2. The employee provides their jury duty summons to the Employer as soon as possible after it is received. Upon completion of jury duty service, the employee must also provide the Employer with proof of jury service.
3. The employee reports back to work on each day that they are released from jury duty during their regular working hours.

All employees of the bargaining unit receive leave if subpoenaed to testify in a judicial proceeding. The Employer retains the right to treat the leave as unpaid leave, unless the employee is a witness in a lawsuit or legal matter in their official capacity.

13.5 – Other Leaves of Absence

The Employer retains the right to grant an unpaid leave of absence to employees who require a leave of absence not covered by any other type of leave and who have exhausted all available leave banks. The decision to grant unpaid leave is determined by the Employer on a case-by-case basis. The terms of conditions of an unpaid leave of absence are set by the Employer's personnel policies manual.

ARTICLE 14 – HEALTH AND WELFARE BENEFITS

14.1 – Eligibility for Insurance Benefits

Regular full-time employees, including promotional probationary employees employed on a full-time basis, are eligible for enrollment in the Employer's health insurance plans. Regular part-time employees working more than thirty (30) hours per week, including promotional probationary employees employed in such a capacity, are also eligible for enrollment in the Employer's health insurance plans. Initial probationary employees, if working more than thirty (30) hours per week, are eligible for enrollment in the Employer's health insurance plans in the first full calendar month following the month of hire.

14.2 – Health Insurance Benefits

The Employer offers health insurance to eligible employees, their spouses, and their dependents through the Association of Washington Cities (AWC). The Employer offers the choice of two health plans: (1) AWC HealthFirst 250 and (2) AWC Kaiser \$200 Deductible. The Employer shall pay 100% of the premium for eligible employees and 75% of the premium for spouses and dependents. Eligible employees are responsible for payment of 25% of the premium for spouses and dependents. Effective the first pay period after ratification of this Agreement by both parties, the Employer shall pay 80% of the premium for spouses and dependents, and eligible employees are responsible for payment of 20% of the premium for spouses and dependents. The terms and conditions of enrollment and coverage are stated in the Employer's personnel policies manual.

and/or AWC's enrollment materials. The Employer reserves the right to make changes to both the insurance carrier and the specific health insurance plans offered to employees, but will bargain the impacts of any such changes.

The Union agrees to make a good-faith effort to promote AWC's WellCity premium discount and encourage employees to participate.

- a. **Funding Agreement Employees**—Specific employees of the bargaining unit are funded in whole or in part by a public-private partnership funding agreement between the Employer and the Master Plan Developer, a private construction company. Pursuant to the terms of the funding agreement, these employees may have their health insurance benefits for themselves and their spouses and dependents paid 100% by the Employer. In the event the funding agreement expires, is terminated, or is otherwise modified, employees covered by the funding agreement will revert to the cost-sharing arrangement applicable to other employees, as described in paragraph (1) of Article 14.2.

14.3 – Dental Insurance Benefits

The Employer offers dental insurance through Delta Dental. The Employer pays 100% of the cost of premiums. The Employer reserves the right to change dental insurance carriers and plans assuming benefit levels are not substantially altered.

14.4 – Employee Assistance Program

The health insurance plan selected by employees may offer a voluntary employee assistance program (EAP). The program, if available through the health insurance plan, offers voluntary professional and confidential counseling and assistance to employees whose job performance, health, or well-being are adversely affected by personal reasons. Employees who seek such counseling and assistance may elect to use accrued paid sick or vacation leave for time spent during working hours.

14.5 – Industrial Insurance

Industrial insurance during regular working hours shall be provided in accordance with Washington law.

14.6 – Life Insurance

The Employer provides life insurance through Standard Life and Accident Insurance Company. The Employer pays 100% of the cost of premiums and provides coverage in the amount of \$20,000 per employee and a limited option of up to \$1,000 per spouse/child. The Employer reserves the right to change life insurance carriers and plans assuming benefit levels are not substantially altered.

14.7 – Long-Term Disability Insurance

The Employer provides long-term disability insurance through Standard Life and Accident Insurance Company. The Employer pays 100% of the cost of premiums. The Employer reserves

the right to change life insurance carriers and plans assuming benefit levels are not substantially altered.

14.8 – Washington Paid Family and Medical Leave (RCW 50A.10)

Employees have access to family leave and medical leave benefits based upon the requirements of Washington law, RCW 50A.10. Employees pay the designated employee share of premiums by way of payroll deduction. Should the Employer grow in size beyond 50 employees, it will pay the designated employer share of premiums.

14.9 – Vision and Orthodontia Coverage

Beginning the first month after this Agreement has been ratified by both parties, the Employer shall pay one hundred percent (100%) of the premiums necessary for the purchase of employee coverage and one hundred percent (100%) of the premium necessary for dependent coverage under the AWC Washington Vision Service Plan (\$25 deductible). In conjunction with its health insurance plans, AWC offers optional enrollment in orthodontia coverage. The current plan offering (subject to change) is Orthodontia – Plan V. This plan requires 100% participation by the bargaining unit. The bargaining unit, at their option and as an entire unit (*i.e.* 100% participation), may elect to enroll in Orthodontia – Plan V, at their sole expense.

14.10 – Benefits During Leaves of Absence

Unless otherwise required by law, employees on unpaid leaves of absence do not receive or accrue employee benefits. Eligible employees may, however, elect at their sole expense to continue their health insurance coverage at regular rates.

14.11 – Washington Cares Fund

The Employer will comply with the Washington State Cares Fund (Long Term Care insurance) program. Premiums are established by the State of Washington. Employees who have not been granted an exemption through the State will pay the designated employee premiums via payroll deduction.

ARTICLE 15 – WAGES

15.1 – Classifications, Wages, and Salary Schedule

Wages, steps, and ranges for all employee classifications in the bargaining unit are listed in Appendix A to this Agreement.

15.2 – Step Dates

Regular full-time, regular part-time, and promotional probationary employees shall have their wages increased to the next step on their step-increase eligibility date, upon a satisfactory performance evaluation, and subject to the availability of funding in their department. For all employees hired on or before September 1, 2015, the step-increase eligibility date is the first day of the month of hire. For all employees after September 1, 2015, including all future employees, the step-increase eligibility date is the first day of the month of hire if hired from the 1st through

the 15th of the month, or the first day of the month following the month of hire if hired from the 16th through the 31st of the month. An employee who promotes or demotes shall have their step-increase eligibility date reset to the date of their promotion or demotion. If an employee's Initial Probationary Period of Employment is extended, the employee's step-increase eligibility date shall automatically extend until the date the employee successfully passes probation.

15.3 – Out of Class Pay

Effective the first pay period after ratification of this Agreement by both parties, an employee assigned in writing in advance by the Employer to fill the duties and responsibilities of a higher job classification for a minimum of five consecutive workdays is eligible for out of class pay for hours authorized by the Employer to be worked in the higher classification. Out of class pay is equal to 5% of the assigned employee's base wage.

ARTICLE 16 – PENSION CONTRIBUTION AND DEFERRED COMPENSATION

16.1 – Pension Contribution

The Employer shall make pension contributions to Washington's Public Employees' Retirement System (PERS) for each eligible employee, based on the terms and conditions imposed by Washington law. All employees covered by this Agreement shall continue to be covered by the applicable retirement system in which they are enrolled (*e.g.* PERS I, PERS II, PERS III). Retired employees covered by this Agreement who receive retirement benefits are excluded from enrollment in PERS, subject to any administrative fees charged by the State of Washington. Participating employees shall pay any required amounts towards contribution costs by means of a payroll deduction.

16.2 – Deferred Compensation Contribution

The Employer participates in the Washington State Deferred Compensation Program. Regular full-time, regular part-time, and initial/promotional probationary employees may voluntarily participate as an avenue to save for retirement. Effective January 1, 2021, the Employer shall match an employee's contribution on a dollar for dollar basis, up to \$25.00 per month. Effective January 1, 2024 or the first pay period after ratification of this Agreement by both parties if later, the Employer shall match an employee's contribution on a dollar for dollar basis, up to \$35.00 per month. Participation in the Washington State Deferred Compensation Program and the Employer's matching program shall be regulated by Washington and guidance from the Internal Revenue Service.

ARTICLE 17 – EMPLOYEE DEVELOPMENT

17.1 – Training and Career Development

The Employer and Union agree training and career development are beneficial to both the Employer and affected employees. Training, career development, and educational needs may be identified/requested by both the Employer and employees. The Employer and Union recognize that employees are integral partners in managing their career development. The Employer is committed to providing employees with professional development opportunities within the parameters of available resources and budgetary constraints.

17.2 – Higher Education Premium

Regular full-time, regular part-time, and initial/promotional probationary employees are eligible for the following higher education premiums added to their regular rate of pay:

- | | |
|---|------|
| • Associate Degree (2 year degree) | 2.0% |
| • Bachelor Degree (4 year degree) | 4.0% |
| • Masters, Professional, or PhD | 6.0% |

Premiums for multiple degrees do not compound. Each employee eligible for a higher education premium must present a copy of their degree to the Employer. A copy of the degree will be included in the employee's personnel records. The Employer will review each degree to determine whether the degree qualified for a higher education premium. Higher education premium requests are subject to a requirement that the degree be relevant to the employee's position, in the Employer's judgment, as follows: (1) effective January 1, 2021 for employees hired on or after January 1, 2021; and (2) effective January 1, 2023 for employees hired prior to January 1, 2021. The Employer may verify the legitimacy of any degree presented by an employee.

ARTICLE 18 – DISCIPLINE FOR NON-DIRECTOR POSITIONS

18.1 – In General

All employees of the bargaining unit are expected to comply with the Employer's policies governing anti-harassment, anti-discrimination, and the code of conduct. All members of the bargaining unit holding non-director positions shall be subject to discipline and discharge only for "just cause." The terms of this Article apply only to non-director positions in the bargaining unit. The Employer retains the right to discipline initial probationary employees as "at will" employees, with or without cause, and without recourse to the grievance procedure stated in this Agreement.

18.2 – Disciplinary Steps

Disciplinary action shall include the following progressive steps, unless otherwise provided below:

- a. Verbal warning.
- b. Written reprimand.
- c. Suspension without pay.
- d. Permanent or temporary demotion.
- e. Discharge.

The Employer may tailor discipline to respond to the nature and severity of the offense and the employee's prior disciplinary record. The steps of the discipline structure will usually be sequential unless the gravity of an offense, or other extenuating circumstances, justifies a more severe response.

18.3 – Verbal Warnings and Written Reprimands

- a. **Verbal warning** – The Employer may issue a verbal warning at any time for cause. A verbal warning shall carry no additional penalty. The Employer may record having issued a verbal warning. If the Employer records the instance of a verbal warning, then the record shall reflect the nature and date of the offense, the date of the verbal warning, and the substance of the warning.
- b. **Written reprimand** – The Employer may issue a written reprimand at any time for cause. A written reprimand must state the nature and date of the offense, describe the expected employee behavior, and cite the authority (Employer authority, professional expectations, or the law) for the expected employee behavior. A written reprimand shall carry no additional penalty.
- c. **Grievance procedure** – Verbal warnings and written reprimands carry no economic impact and are not subject to the grievance procedure stated in this Agreement and therefore may not be grieved.

18.4 – Discipline Procedure Other Than Verbal Warning or Written Reprimand

- a. **Notice of Pre-Disciplinary Meeting** – If the Employer is considering imposing discipline other than a verbal warning or written reprimand, the Employer shall inform the employee in writing. The written notice shall describe the event or conduct to enable the employee to understand the general nature of the concern or allegations, modified by what the Employer has learned to date through any investigation or otherwise.
- b. **Pre-Disciplinary Meeting** – Upon at least twenty-four (24) hours written notice to both the employee and the Union, the Employer may call a pre-disciplinary meeting at which the Employer will provide the employee an opportunity to respond. The employee may elect to attend the pre-disciplinary meeting accompanied by a Union representative.
- c. **Disciplinary Decision** – No sooner than the day following the close of a pre-disciplinary meeting, but no later than twenty-one (21) working days after the close of a pre-disciplinary meeting, the Employer shall inform the employee and the Union in writing of the Employer's disciplinary decision.

18.5 – Employer Investigations

- a. **Duty to Cooperate** – Employees have an obligation to cooperate with any investigation conducted by the Employer. Failure to do so will be considered insubordination and will be grounds for discipline.
- b. **Union Representation** – If the Employer elects to conduct a disciplinary investigation, an employee is entitled, at their request, to have Union representation during any investigatory interview conducted by the Employer that the employee reasonably believes may result in their discipline or discharge. During such an investigatory interview, a participating Union representative will be given the opportunity to ask questions, offer additional information, and counsel the employee, but may not obstruct the Employer's investigation.
- c. **Administrative Leave** – The Employer may, at its discretion, place employees on paid administrative leave during an investigation. Employees on such paid administrative leave must remain available during their normal hours of work and are not permitted to accept outside employment. Placement on paid administrative leave is not subject to the grievance procedure stated in this Agreement.

18.6 – Resignation and Retirement

Employees are expected to provide a minimum of two weeks' notice of planned resignations or retirements.

18.7 – Personnel Files and Right to Inspection

The Employer endeavors to keep the personnel files of employees accurate and up-to-date. When the Employer places a disciplinary document into an employee's personnel file, the Employer shall notify the employee and give the employee a copy. 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 accompanying disciplinary document 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.

An employee, upon written request to the Employer, shall have the right to inspect the entire contents of their personnel file. An employee may be accompanied by Union representation during the inspection. The inspection shall take place on the Employer's premises at a date and time mutually agreeable to the Employer and employee.

ARTICLE 19 – DISCIPLINE FOR DIRECTOR LEVEL POSITIONS

19.1 – In General

All employees of the bargaining unit are expected to comply with the Employer's policies governing anti-harassment, anti-discrimination, and the code of conduct. All members of the bargaining unit holding director level positions serve "at will," meaning the Employer reserves the right to

discipline, suspend, or terminate directors of the bargaining unit. These decisions are not subject to the grievance procedure, but are subject to the process and provisions provided below.

Section 1: Performance Deficiencies

No director shall be terminated for a performance deficiency unless the following steps are taken prior to termination:

(1) Written Warning: A director shall receive a written warning specifically identifying the performance deficiencies, the steps to correct the deficiencies, and a specific period within which the deficiencies should be corrected. The director shall be given an opportunity to provide, directly to the Mayor, an explanation as to why their performance is not deficient or should otherwise be mitigated by the circumstances. The director has the right to attend a meeting with the Mayor accompanied by a union representative.

(2) Suspension without Pay: If the deficiencies noted in a written warning are not corrected within the stated period of time, or the deficiencies reoccur within 24 months, the director may be suspended without pay for a period to be determined by the Mayor, not to exceed two (2) weeks. Prior to the suspension, the director shall be given an opportunity to provide, directly to the Mayor, their explanation as to why the performance is not deficient or should otherwise be mitigated by the circumstances. The director has the right to attend a meeting with the Mayor accompanied by a union representative.

(3) Termination: If, following the unpaid suspension, the director fails to correct the deficiencies, or if the deficiencies reoccur within 24 months, the Mayor may elect to terminate the director.

(4) Opportunity to Explain: Prior to the effective date of any termination decision under this section, the director shall be given an opportunity to provide, directly to the Mayor, their explanation as to why their performance was not deficient. The supervisor may also present the Mayor with an explanation as to why termination is not the correct decision and propose alternative solutions. The director has the right to attend a meeting with the Mayor accompanied by a union representative.

Section 2: Ethical Violations, Conduct Detrimental, and Non-Performance Issues

The Mayor retains the right to discipline or terminate a director for ethical violations, conduct detrimental to the office, or other non-performance issues against the best interests of the City.

(1) Opportunity to Explain: Prior to a termination decision, the director shall have the right to provide, directly to the Mayor, their explanation as to the underlying conduct and why termination or discipline is not appropriate. The director has the right to attend a meeting with the Mayor accompanied by a union representative.

(2) Review Committee: If the Mayor elects to proceed with termination, the director may request to have the Mayor's termination decision evaluated by a review committee, as set forth by the below process and procedure.

1. Review Committee Composition. Within five (5) days of a termination decision, the Union may provide written notice to the Mayor stating that the terminated director requests an evaluation by a review committee. The Union and the Mayor shall then appoint the necessary review committee members within five (5) business days. A three (3) person review committee shall consist of two (2) city council members selected by the Mayor and one (1) Union representative.

2. Review Committee Procedures. The review committee shall meet within five (5) business days of its appointment. The sole determination for the review committee shall be whether the facts provide a basis for termination for ethical violations, conduct detrimental to the office, or non-performance issues against the best interests of the City. The committee has the right to review written documents and request interviews with employees. If the committee determines the reason for termination is performance deficiencies and the required procedures have not been followed, then the termination shall be rejected. If the committee determines the decision to terminate is arbitrary, the termination shall be rejected. A majority of the committee shall, by secret ballot, determine whether the termination meets the standards set forth herein. If a majority of the committee votes against the termination decision, then the director will not be terminated. No committee member shall disclose, or be compelled to disclose, how they or any other member of the review committee voted.

3. Communication of the Review Committee's Decision. The decision of the review committee shall be communicated in written form to the Mayor and the Union within ten (10) business days of the date on which the committee was appointed and shall be signed by all members of the review committee. If a written decision is not received from the review committee within ten (10) business days of the committee's appointment, the Mayor's decision shall stand.

4. Time Periods. The time periods and deadlines stated in this section may be extended by mutual agreement of the Employer and the Union.

Section 3: Other

A director subject to discipline or termination for any reason other than those set forth in Section 1 or Section 2 (with the exception of a layoff/furlough) shall be entitled to the process described in either Section 1 or Section 2, to be determined by the Mayor.

19.2 – Employer Investigations

- a. **Duty to Cooperate** – Employees have an obligation to cooperate with any investigation conducted by the Employer. Failure to do so will be considered insubordination and will be grounds for discipline.
- b. **Union Representation** – If the Employer elects to conduct a disciplinary investigation, an employee is entitled, at their request, to have Union representation during any investigatory interview conducted by the Employer that the employee reasonably believes may result in their discipline or discharge. During such an investigatory interview, a participating Union representative will be given the opportunity to ask questions, offer additional information, and counsel the employee, but may not obstruct the Employer's investigation.
- c. **Administrative Leave** – The Employer may, at its discretion, place employees on paid administrative leave during an investigation. Employees on such paid administrative leave must remain available during their normal hours of work and are not permitted to accept outside employment. Placement on paid administrative leave is not subject to the grievance procedure stated in this Agreement.

19.3 – Resignation and Retirement

Employees are expected to provide a minimum of two weeks' notice of planned resignations or retirements.

19.4 – Personnel Files and Right to Inspection

The Employer endeavors to keep the personnel files of employees accurate and up-to-date. When the Employer places a disciplinary document into an employee's personnel file, the Employer shall notify the employee and give the employee a copy. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

An employee, upon written request to the Employer, shall have the right to inspect the entire contents of their personnel file. An employee may be accompanied by Union representation during the inspection. The inspection shall take place on the Employer's premises at a date and time mutually agreeable to the Employer and employee.

Upon receipt of any court order or subpoena seeking documents from an employee's personnel file, the Employer will provide the employee with a copy of the order or subpoena. Upon receipt of a request for personnel records under the Public Records Act, the Employer will comply with RCW 42.56.250(2) as it currently exists or is hereafter amended.

ARTICLE 20 – GRIEVANCE PROCEDURE

20.1 – In General

The Employer and the Union recognize the need for fairness and justice in the adjudication of employee grievances. Employees are encouraged to attempt to resolve complaints through informal discussions with the Employer and any applicable supervisors. An employee presenting an informal grievance shall have the option of being accompanied by a Union representative. If a grievance cannot be resolved informally, the grievance will be settled according to the procedure provided below.

20.2 – Definition of Grievance

A grievance is a dispute between the Employer and the Union, on the Union's own behalf or on behalf of an employee or group of employees, over an alleged violation, misinterpretation, or misapplication of an express Article, section, term, or provision of this Agreement.

- a. Discipline/Discharge for Non-Director Positions:** Verbal warnings and written reprimands are not subject to the grievance procedure. Other higher forms of discipline may be grieved by non-director employees.
- b. Discipline/Discharge for Director Level Positions:** Discipline and discharge decisions are not subject to the grievance procedure and may not be grieved.

20.3 – Election of Remedies

The Employer and the Union expect the procedures contained in this Agreement, if applicable, to be the sole remedy for grievances. The Employer and the Union also recognize that employees have legal rights independent of this Agreement. If the Union seeks arbitration of a dispute within the procedure established by this Agreement, that election shall be deemed to have waived external remedies to the extent allowed by state and federal law. If an employee or the Union seeks redress or review from any external body, whether administrative or judicial, then whether or not such body accepts the matter for review, then the Union and/or the employee shall have elected the external remedy to the exclusion of all rights under this Agreement.

20.4 – Time Limits

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.

For purposes of this Article, "working day" shall be defined as Monday through Friday, excluding holidays recognized by the Employer. Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day of an applicable time limit.

The day after the event, act, or omission shall be the first day of a timeline under this Article. In the event a time limit under this Article falls on a weekend or holiday, the deadline will be automatically extended to the following working day.

Time limits within the grievance procedure may be waived or extended by the mutual agreement of the parties. If the Union, on behalf of itself or employees, fails to act or respond within the specified time limits, the grievance shall be considered waived. If the Employer fails to respond within the specified time limits, the grievance shall proceed to the next step of the grievance procedure.

20.5 – Required Content of Grievance

A grievance must satisfy the following conditions:

1. Be submitted in writing.
2. Describe the facts giving rise to the grievance with sufficient particularity to permit the Employer to understand the nature of the grievance.
3. Identify the provision(s) of the Agreement allegedly violated.
4. Identify the aggrieved employee(s).
5. Identify the remedy sought.
6. Be signed and dated by the Union representative and/or the affected employee(s).

20.6 – Grievance Procedure

1. **Step 1** – The grievance procedure shall be initiated by personally serving a grievance upon the Mayor, City Administrator, or the Human Resources Director. The grievance must be served 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 Employer, acting through the employee's immediate supervisor (or, if there is no immediate supervisor available, then the Human Resources Director), shall respond in writing to the Union and the aggrieved employees within ten (10) working days.

Court Administrator Classification – The Employer will promptly forward a copy of any Step 1 grievance involving the Court Administrator classification to the Presiding Judge of Black Diamond Municipal Court. If the grievance involves subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall respond to the grievance in accordance with Step 1, above.

2. **Step 2** – If the grievance is not resolved at Step 1, then within ten (10) working days of the Employer's written response in Step 1, a written appeal, signed by the Union and/or the affected employee(s), shall be personally served upon the Mayor, City Administrator, or the Human Resources Director. The Employer shall thereafter schedule a meeting with the Union and aggrieved employee(s) within fifteen (15) working days from receipt of the

written appeal. During the meeting, aggrieved employees have the right to be accompanied by a Union representative. Thereafter, the Employer, acting through the Mayor or their designee, shall respond in writing to the Union and the aggrieved employees within ten (10) working days.

Court Administrator Classification – The Employer will promptly forward a copy of any Step 2 grievance involving the Court Administrator classification to the Presiding Judge of Black Diamond Municipal Court. If the grievance involves subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall respond to the grievance in accordance with Step 2, above.

3. Step 3, Arbitration – If the grievance is not resolved at Step 2, the parties may proceed to final and binding arbitration. Prior to arbitration, the parties may mutually agree to first proceed with mediation, in which case the timelines for arbitration shall be extended to accommodate the mediation process. If the grievance involves the Court Administrator classification and subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall be involved in the arbitration process and may substitute entirely for the Employer, depending on the subject matter involved.

- a. Notice** – Within twenty (20) working days following receipt of the Employer's written response in Step 2, the Union shall notify the Employer, in writing, of its intent to proceed with arbitration.
- b. Arbitrator Selection** – After the Union has provided timely notice of its intent to proceed with arbitration, the parties shall select an impartial arbitrator within thirty (30) working days. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, the parties will request a list of nine (9) impartial arbitrators able to abide by time limitations. The list will be provided by the Public Employment Relations Commission (PERC) or the American Arbitrator Association (AAA). In the event the parties cannot agree on the source of an impartial list, then the list shall be provided by PERC. Once a list has been provided, the parties shall flip a coin to determine who will strike the first name, following with subsequent strikes alternating between the parties, until one (1) name remains. The remaining name will serve as the arbitrator.
- c. Decision, Time Limit** – The arbitrator will meet and hear the matter at the earliest possible date after the selection process. After completion of the hearing, a written decision shall be entered within thirty (30) working days, or as soon as possible thereafter, unless an extension of time is agreed upon by the parties.
- d. Jurisdiction of Arbitrator** – The grievance submitted to the arbitrator shall be the original written grievance unless the Employer and the Union agree otherwise. Only one (1) grievance may be submitted to the arbitrator at one (1) hearing, unless the

Employer and the Union agree otherwise. The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there was a violation of the terms of the Agreement. The arbitrator shall also have the authority to receive evidence, question witnesses, and dictate the orderly procedure of the hearing. The arbitrator shall not have the authority to add to, subtract from, alter, change, or modify the provisions of this Agreement, nor limit or impair any common law right of the Employer or the Union.

- e. **Final Binding Award** – The arbitrator’s written award shall be final and binding upon the parties. In any arbitration alleging a violation of rights protected by this Agreement, the arbitrator’s authority to award monetary damages shall be limited to back pay and related benefits, and shall not include compensatory or punitive damages.
- f. **Costs, Fees, and Expenses** – Each party is responsible for its own costs, fees, and expenses incurred in handling the grievance and presenting its case, including attorney’s fees. The parties agree to equally share in the costs and expenses charged by the arbitrator.
- g. **Challenge to Arbitrability** - Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance shall be resolved in an arbitration proceeding separate from and prior to arbitration on the merits of the grievance. If an arbitration is required to determine the procedural arbitrability of a grievance, then the selection of the arbitrator and arbitration procedure shall be based on the steps stated in this section. Within ten (10) working days following receipt of an arbitrator’s award ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in Article 20.6(3)(b) to select an arbitrator to rule on the merits of the grievance. Each party is responsible for its own costs, fees, and expenses incurred in handling a challenge to arbitrability and presenting its case. The party who loses a challenge to arbitrability, as determined by the arbitrator, shall pay for the costs and expenses charged by the arbitrator.

ARTICLE 21 – LAYOFF, FURLOUGH, and RECALL

21.1 – In General

The Employer retains the right to determine the need for layoffs, furlough days, and the classifications subject to layoff or furlough, but agrees to bargain the impacts of any such decision on wages, hours, and working conditions of employees. In the event of a layoff, temporary or initial probationary employees in a classification subject to layoff shall be laid off first. Thereafter, layoffs shall be determined by order of seniority within a classification. Employees who have previously held a lower classification within the bargaining unit shall have the right to return (“bump”) to such

lower classification if their seniority is greater than the employee in such classification and if they meet the qualifications of the position. Employees shall not accrue seniority while on layoff.

21.2 – Recall from Layoff

Laid off employees have the right to recall from layoff. Recall shall be based on seniority within a classification. The period of recalling laid off employees shall be limited to twelve (12) months, beginning on the date of the layoff. The Employer retains the right to extend the twelve (12) month period at its discretion. As a mandatory condition of recall, an employee must be qualified to hold the position. It is the responsibility of each laid off employee to provide current contact information with the Employer. Failure of a laid off employee to report for reinstatement within ten (10) days of notification by the Employer shall result in forfeiture of the right to recall.

ARTICLE 22 – BARGAINING UNIT WORK

22.1 - Subcontracting

As of the effective date of this Agreement, any work currently subcontracted by the City may continue to be subcontracted. All other work of the Union's bargaining unit shall be performed only by employees of the bargaining unit except as otherwise provided in this Agreement or otherwise bargained with the Union to mutual resolution or impasse, as required by Washington law.

22.2 – Delegation or Assignment of Bargaining Unit Work

The parties recognize that employees of the bargaining unit are professional employees with supervisory or managerial responsibilities, and that there are times when it is necessary or beneficial to the Employer or employees of the bargaining unit to move work inside and outside of the bargaining unit. Under such circumstances, work may be delegated or assigned without bargaining. When employees of the bargaining unit delegate or assign work to subordinate employees outside of the bargaining unit, employees of the bargaining unit shall maintain supervisory control over the work and the manner in which it is performed. Nothing in this section shall be construed to permit the Employer the right to subcontract bargaining unit work outside of the Employer's workforce without providing an opportunity to bargain.

ARTICLE 23 – PERFORMANCE OF DUTIES / NO RIGHT TO STRIKE

The parties recognize RCW 41.56.113 does not permit or grant employees the right to strike or the right to refuse to perform their official duties. The Union shall not authorize a strike, work stoppage, or slowdown, and the Employer shall not engaged in a lockout during the term of this Agreement. The Union shall take every reasonable means within its power to induce employees engaged in a strike, work stoppage, or slowdown, in violation of this Agreement, to return to work. Every attempt shall be made to settle all disputes or controversies arising under this Agreement under the grievance and arbitration procedures provided herein.

ARTICLE 24 – PERSONAL LIABILITY AND EMPLOYEE INDEMNIFICATION

The Employer shall indemnify and defend employees, upon proper request, against any claims or legal actions for damages brought against them for any acts, errors, or omissions while acting in the course and scope of their employment. The Employer shall not provide indemnity and defense for any criminal, dishonest, fraudulent, or malicious actions.

ARTICLE 25 – SCOPE AND DURATION OF AGREEMENT

25.1 Term of Agreement

This Agreement is effective January 1, 2024 and continues through December 31, 2026. If either party desires to negotiate a successor agreement, they shall provide notice to the other party and the parties shall, within a reasonable time frame, set a schedule for contract negotiations. In the event negotiations for a successor agreement have not been completed by the termination date of this Agreement, then the *status quo* shall be maintained to the extent required by Washington law.

25.2 Severability / Savings Clause

If any Article, section, term, or provision of this Agreement is rendered or declared invalid by reason of any existing or subsequently enacted law, or by any decree of a court or competent jurisdiction, the remaining terms or provisions of this Agreement shall continue in full force and effect. The parties agree to promptly reopen negotiations promptly on any such invalidated Article, section, term, or provision to comply with the law.

APPENDIX A—WAGE TABLE

- January 1, 2024 Effective January 1, 2024, employees shall receive a 10% increase to base wages. The Senior Planner position will receive a total increase of 16%, which includes the 10% general wage increase.
- January 1, 2025 Effective January 1, 2025, employees shall receive a base wage increase equal to the June 2023-June 2024 CPI-U Seattle-Tacoma-Bellevue, with a minimum increase of 1.50% and a maximum increase of 3.5%.
- January 1, 2026 Effective January 1, 2026, employees shall receive a base wage increase equal to the June 2024-June 2025 CPI-U Seattle-Tacoma-Bellevue, with a minimum increase of 1.50% and a maximum increase of 3.5%.

2024 Salary Schedule	Step 1	Step 2	Step 3	Step 4	Step 5
Court Administrator	7,135	7,492	7,867	8,260	8,674
MDRT & Economic Director	9,783	10,272	10,787	11,325	11,892
Deputy City Clerk	5,448	5,830	6,211	6,591	6,973
Finance Director	9,919	10,414	10,935	11,481	12,056
Deputy Finance Director	8,138	8,493	8,956	9,420	9,884
Police Records Coordinator	5,448	5,830	6,211	6,591	6,973
Building Official	8,433	8,919	9,406	9,891	10,379
Community Dev/Nat Resources Director	9,783	10,272	10,787	11,325	11,892
Permit Center Supervisor	6,977	7,295	7,612	7,929	8,246
Public Works Director	9,783	10,277	10,792	11,332	11,899
Operations and Maintenance Superintendent	8,433	8,919	9,406	9,891	10,379
Construction Inspector Supervisor	8,433	8,919	9,406	9,891	10,379
Senior Planner	6,874	7,216	7,579	7,956	8,355

Signed this ____ day of

SIGNED FOR THE CITY OF BLACK DIAMOND

Mayor Carol Benson

Signed this ____ day of

SIGNED FOR THE CITY OF BLACK DIAMOND
MUNICIPAL COURT UNDER GR 29(f) FOR
NON-WAGE RELATED ARTICLES APPLICABLE
TO COURT PERSONNEL COVERED BY THIS
AGREEMENT

The Honorable Krista White Swain

Signed this ____ day of

SIGNED FOR TEAMSTERS LOCAL NO. 117
(Professional Unit)

Paul Dascher, Secretary-Treasurer
Teamsters Local 117

Shane O'Neill
Employee representative

A G R E E M E N T

By and Between

TEAMSTERS LOCAL UNION NO. 117

**Affiliated With The
International Brotherhood of Teamsters**

REPRESENTING THE PROFESSIONAL UNIT



And

CITY OF BLACK DIAMOND

Term of Agreement

January 1, ~~2024~~2024 – December 31, ~~2023~~2026

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PREAMBLE

This Agreement is entered into between the City of Black Diamond (the “Employer” or the “City”), a municipal corporation of the State of Washington, and Teamsters Local Union No. 117 (the “Union”), for the purpose of setting forth wages, hours, and working conditions which shall be in effect during the terms of this Agreement for employees in the bargaining unit, as determined by the Public Employment Relations Commission (PERC), Case 26432-E-14-03863 (2014) and further defined in this Agreement.

It is the purpose of this Agreement to achieve and maintain harmonious relations, based upon a mutual respect and using a collaborative approach, with the objective of fostering effective cooperation between the Employer and the Union, to provide for contractual conditions of work, to establish agreed standards of wages and hours, and to achieve peaceful and rapid resolution of any difference which may arise in accord with the terms of this Agreement.

ARTICLE 1 – DEFINITIONS

The following terms and phrases used in this Agreement are defined as follows:

“The Employer” or “the City”: The City of Black Diamond, Washington.

“The Union”: Teamsters Local Union No. 117 (Professional Unit).

Non-Director Employees: The following classifications in the bargaining unit: (1) Operations and Maintenance Superintendent; (2) Deputy City Clerk; (3) Deputy Finance Director; (4) Police Records Coordinator; (5) Court Administrator; (6) Construction Inspector Supervisor; (7) Permit Technician Supervisor; and (8) Building Official.

Director-Level Employees: The following classifications in the bargaining unit: (1) Community Development / Natural Resources Director; (2) Public Works Director; (3) Finance Director; and (4) MDRT / Economic Development Director.

Temporary Employees: Temporary employees are those employees hired for an indefinite, but limited, term of employment, not to exceed six (6) continuous months, during any period when additional work requires a temporarily expanded work force, in the event of an emergency, or to substitute during the absence of a bargaining unit employee. Temporary employees are not members of the bargaining unit, unless and until they exceed six (6) months in any twelve (12) successive month period. Temporary employees are not subject to the provisions of this Agreement. With prior notice to the Union, the Employer may choose to hire a paid consultant instead of a temporary employee for up to six (6) continuous months. Temporary employees and/or paid consultants hired under this section will not be used by the Employer to displace

current employees of the bargaining unit. Bargaining unit work will not be permanently assigned to temporary employees or paid consultants.

Initial Probationary Employees: New employees hired by the Employer, serving an initial probationary period of employment prior to achieving regular full-time or regular part-time status.

Initial Probationary Period of Employment: The initial twelve (12) months of work—including holidays but excluding other leave—each initial employee of the Employer must complete in order to achieve regular full-time or regular part-time employment status. The initial probationary period of employment provides an opportunity for the Employer to evaluate the performance of new employees, and for new employees to evaluate working for the Employer. During the initial probationary period of employment, initial probationary employees serve “at will” and may be terminated with or without cause, and without recourse to the grievance procedure stated in this Agreement. The Employer retains the right to extend the length of the initial probationary period of employment based on mutual agreement with the Union.

Promotion: Competing for and accepting a new job or classification with higher compensation and/or an advancement in rank or position. A promotion also includes a transfer, upon the voluntary application of an employee, to an entirely new classification outside of the employee’s previous job responsibilities and duties.

Promotional Probationary Employees: Existing employees serving a promotional probationary period of employment.

Promotional Probationary Period of Employment: Twelve (12) months of work—including holidays but excluding other leave—each existing employee of the Employer must complete upon promotion or upon an employee’s transfer to a new job or classification. During the promotional probationary period of employment, a promotional probationary employee shall be returned to their most recently-held position if the employee fails to pass probation. A promotional probationary employee may also return to their recently-held position by preference, but only if the position is still vacant. Employer retains the right to extend the length of the promotional period of employment on a case-by-case basis.

ARTICLE 2 – RECOGNITION

The Employer recognizes Teamsters Local No. 117 as the exclusive bargaining representative for all employees in the bargaining unit, including all regular full-time, regular part-time, and probationary employees, and including any of the above-listed categories who are employed by the City of Black Diamond but subject to external grant funding or public-private partnership funding. The job classifications held by bargaining unit members are listed in Appendix A to this Agreement and/or as subsequently added by the parties during the life of the Agreement. The bargaining unit shall exclude confidential employees and all other employees.

ARTICLE 3 – UNION MEMBERSHIP AND DUES

3.1 - Union Membership

All employees in the bargaining unit shall have the voluntary right to become members of the Union. The Employer agrees to remain neutral regarding Union membership. Should employees have specific questions about Union membership, the Employer will refer those employees to this Agreement and to a Union representative.

3.2 - Dues or Fees / Payroll Deduction

The Employer shall deduct Union dues or fees for all employees who individually and voluntarily authorize in writing such payroll deduction for each month's paycheck(s), with copies of the signed authorization form provided to the Employer. The Union shall designate the amount to be deducted. Such amount shall be remitted to the Union within a reasonable time, without unnecessary delay by the Employer. Employees requesting to stop dues/fees deductions shall notify both the Employer and the Union of their request, with the Employer stopping deductions following written confirmation from the Union that the employee's dues/fees deduction authorization has been terminated in compliance with the terms of the written authorization executed by the employee.

3.3 - Notification

The Employer shall annually, or at the specific request of the Union, provide the Union with a current list of all employees in the bargaining unit. The list shall include the name of each employee, date of hire, wage rate, job classification, and employment status.

The Employer will notify the Union of all newly hired employees hired into job classifications covered by this Agreement. The notification shall include the name of the employee, date of hire, wage rate, job classification, and employment status. The Employer will also notify the Union of any employee leaving the bargaining unit because of termination, layoff, promotion, demotion, transfer, or resignation. The notification shall include the name of the employee, date of termination, and job classification.

3.4 - Hold Harmless

The Union agrees to indemnify and hold the Employer harmless for any and all liabilities that arise or by reason of actions taken by the Employer pursuant to this Article, including the reimbursement of any legal fees or expenses incurred in connection with any claim, lawsuit, order, judgment, or liability asserted against the Employer in connection with this Article.

3.5 – New Hire Orientation

The Union through a Shop Steward or Union Representative shall have thirty (30) minutes during the employer's new hire orientation program to meet with the employee(s) for the purposes of filing out Union paperwork and orienting the employee to Union membership.

3.6 – PAC Contributions to D.R.I.V.E.

The Employer agrees to deduct from the paychecks of employees covered by this Agreement voluntary contributions to D.R.I.V.E. (Democrat, Republication, Independent Voter Education). The Union will notify the Employer of the amounts designated by each contributing employee, to be deducted from each paycheck. The Employer shall send to D.R.I.V.E. headquarters, on a monthly basis, a single check for the total amount deducted by employees, along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number, and the amount deducted from each paycheck. Contributions made by employees under this Section are entirely voluntary. By agreeing to this provision, the Employer does not endorse or condemn any particular political views associated with D.R.I.V.E.

The International Brotherhood of Teamsters, Teamster Local Union No. 117, shall reimburse the Employer annually for the Employer's actual costs incurred in administering the payroll deduction plan. Reimbursement shall be paid by the Teamsters within thirty (30) days of submission by the Employer. In the event the Teamsters no longer serve as the bargaining representative of the Professional Unit, this section of the Article shall automatically terminate.

ARTICLE 4 – NON-DISCRIMINATION

4.1 – Non-Discrimination Based on Union Membership or Union Activity

In accordance with RCW 41.56, the Employer and Union agree that there shall be no discrimination against employees or Union officers because of membership in the Union or lawful union activity.

4.2 – Equal Opportunity, Anti-Harassment, and Non-Discrimination

Neither the Employer nor the Union shall discriminate against any employee or job applicant in violation of local, state, or federal employment laws and regulations. The Employer and the Union acknowledge their commitment and obligation to abide by all equal employment opportunity and non-discrimination laws. There shall be no discrimination, harassment, or retaliation based on race, color, religion, sex, sexual orientation, gender expression, gender identity, marital status, national origin, age, or the real or perceived presence of any sensory, mental, or physical disability that does not prevent the proper performance of the job, unless based upon a *bona fide* occupational qualification.

4.3 – Prohibition on Intimidating or Bullying Behavior

The Employer and the Union recognize the Employer has policies and procedures relating to workplace violence. The Employer and the Union also recognize behavior which does not rise to the level of physical violence, or threats thereof, but which is nevertheless intentionally intimidating or bullying can have serious adverse impacts on individual employees, as well as the workplace in general. The Employer and the Union further recognize this type of inappropriate conduct is not dependent upon a supervisor/subordinate relationship and may occur between co-workers without a difference in reporting relationships. Therefore, the Employer and the Union seek to codify their intent not to engage in, encourage, or knowingly tolerate workplace

intimidation or bullying. The Employer and the Union will work together collaboratively and employ reasonable means to attempt to address complaints or concerns of workplace intimidation or bullying.

ARTICLE 5 – UNION ACTIVITY

5.1 – Conduct of Union Business and Member Access

Union business, such as handling grievances or other legitimate routine matters authorized by this Agreement, may be conducted on the Employer's premises, provided that such business does not interfere with the Employer's operations or business. The Employer shall not unreasonably deny entry. Authorized representatives of the Union may visit the Employer's work locations of employees covered by this Agreement for the purposes of investigating grievances or conducting Union business, provided that such business does not interfere with the Employer's operations. Scheduled Union meetings may be held in the Employer's facilities subject to the foregoing restrictions.

Authorized representatives of the Union may have reasonable access to its members in Employer facilities for transmittal of information or representation purposes before work and during lunch breaks or other regular breaks, provided such access and meeting do not interfere with the Employer's operations.

5.2 – Stewards

The Union has the right to appoint stewards within sections and locations where its members are employed under the terms of this Agreement.

5.3 – Paid Release Time for Bargaining

One non-exempt employee may be on regular paid status for any bargaining session, or portion thereof, occurring during the employee's scheduled hours of work. If the employee is not on duty during bargaining, then the employee will not be paid by the Employer.

5.4 – Bulletin Boards

The Employer shall provide space in a non-public area for a bulletin board which may be used by the Union for Union-related business, including the announcement of meetings, elections, and any other Union materials, provided that no material shall be posted that is obscene or defamatory.

5.5 – Personnel Policies

The Employer maintains personnel policies applicable to employees. Copies, amendments, or changes of the Employer's personnel policies impacting any of the terms and conditions of this Agreement shall be provided upon request by the Union.

5.6 – Email and Telecommunication Equipment

The Employer and the Union agree that the Employer's computer and telephone equipment shall be used primarily for conducting the Employer's business and not for other purposes. Employees

covered by this Agreement may use the Employer's computer and telephone equipment to conduct Union business at a reasonable level, provided that such use does not interfere with the Employer's operations and is at no added cost to the Employer. The Union understands that any communications taking place on the Employer's computer and telephone equipment are subject to review by the Employer, is not secure or private, and is part of the public domain.

ARTICLE 6 – MANAGEMENT RIGHTS

6.1 – Purpose

The Union recognizes the Employer has a legitimate need to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are retained by the Employer.

6.2 – Specific Rights Enumerated

In accordance with Washington law and RCW 41.56, the Employer and the Union agree to a specific list of management rights. Most notably, the direction of the workforce is vested exclusively with the Employer. This shall include, but is not necessarily limited to, the right to:

1. Direct and manage employees;
2. Hire, promote, transfer, assign, re-assign, and retain employees;
3. Suspend, demote, discharge, or take other disciplinary action against employees;
4. Relieve employees from duty because of lack of work, budget constraints, or other legitimate reasons.
5. Maintain the efficiency of the Employer's operations;
6. Determine the methods, means, and personnel by which the Employer operates and conducts its business;
7. Develop, amend, and enforce reasonable written policies, procedures, rules, or regulations governing the workplace, including those described in the Employer's personnel policy manual, provided that such policies, procedures, rules, and regulations do not conflict with the provisions of this Agreement; and
8. Take any actions reasonably necessary in conditions of emergency, regardless of prior commitments, to carry out the duties and mission of the Employer.

Provided, however, that items (1)-(8) above shall not conflict with any terms and conditions stated in this Agreement or other supplemental agreements with the Union.

6.3 – Notice to the Union of the Exercise of Management Rights

The Employer shall provide the Union with thirty (30) calendar days' notice of the exercise of any non-routine management right that affects wages, hours, or working conditions. Should thirty (30) calendar days' notice not be operationally feasible, or emergent issues arise, the Employer will provide reasonable notice. The Employer agrees to engage in any impact bargaining over the effects of the exercise of any management right, including the reasonableness of amendments or revisions to its personnel policies impacting the terms and conditions of this Agreement, as required by Washington law and RCW 41.56.

6.4 – Court Personnel Governed by General Rule 29(f)

Pursuant to the requirements of Washington's General Rule 29(f), the parties to this Agreement recognize the Presiding Judge of Black Diamond Municipal Court is delegated the exclusive authority over any and all court personnel covered by this Agreement with respect to working conditions, hiring, discipline, and termination decisions, but excluding wages or benefits directly related to wages (collectively, "non-wage related working conditions"). In accordance with GR 29(f), the classification of Court Administrator covered by this Agreement reports directly to the Presiding Judge. Any Article or subsection of this Agreement pertaining to non-wage related working conditions of the Court Administrator, or any other court personnel later covered by this Agreement, shall be imputed to the Presiding Judge, regardless if the language of this Agreement refers to "Employer," or "City," or "Mayor." The parties also recognize that the judicial and administrative duties set forth in GR 29(f) rest exclusively with the Presiding Judge and cannot, by operation of law, be delegated to either the legislative or executive branches of the City's government. In the event any Article or subsection of this Agreement violates GR 29(f) or abridges the Presiding Judge's responsibilities under GR 29(f), that Article or subsection shall be invalidated.

ARTICLE 7 – HOURS OF WORK

7.1 – FLSA Work Week

For all non-exempt employees, the designated work week shall consist of forty (40) hours within a consecutive seven (7) day period. The work week shall begin at 12:00 a.m. Monday and end at 11:59 p.m. on Sunday, unless otherwise specified.

7.2 – Work Schedule for Non-Exempt Employees

The work week for non-exempt regular full-time employees, including non-exempt initial/promotional probationary employees working on a full-time basis, shall normally be comprised of eight (8) consecutive hours of work, totaling forty (40) hours per work week (a "5/8 schedule"). However, the Employer may assign employees to a work schedule different from the 5/8 schedule in order to meet business and customer service needs. In the event of a deviation from the 5/8 schedule, the Employer will provide affected employees with five (5) working days' notice, except by mutual agreement. Absent mutual agreement, employees will not be required to work split shifts. Absent mutual agreement, employees will be provided at least two (2)

consecutive days off per work week. Nothing in this Article prevents the Employer from changing work schedules in response to emergency situations.

The parties agree to the following meal and rest periods, which supersede WAC 296-126-092 pursuant to RCW 49.12.187.

- a. **Meal Period** – Employees are provided with a thirty (30) minute unpaid meal period per regular work shift, to be taken as close to the middle half of each regular work shift as reasonably possible, in no event taken no less than two (2) hours and no more than five (5) hours from the beginning of a work shift. If an employee is required by the Employer to remain on duty during a meal period, the employee shall be paid for the meal period. Employees may waive their meal period with prior approval by a supervisor. If an employee is required to work three (3) or more hours longer than a normal work day, the employee shall be allowed to take one thirty (30) minute unpaid meal period prior to or during the overtime period.
- b. **Rest Periods** – Employees are provided with two (2) fifteen (15) minute paid rest breaks per regular working shift, to be taken approximately midway in each half of the regular work shift. An employee required to work beyond ten (10) consecutive hours in any one day shall be provided another fifteen (15) minute rest period after the ten (10) hour threshold. Rest periods shall be scheduled to avoid interfering with the Employer's operations and service, provided employees are not required to work more than three (3) hours without a rest break.

7.3 – Work Schedule for Exempt Employees

The work week for exempt regular full-time employees, including exempt initial/promotional probationary employees working on a full-time basis, is generally forty (40) hours per week, consisting of eight (8) hour days, Monday through Friday. Exempt employees are expected to work the hours necessary to complete their job duties. Due to the nature of the job duties of exempt employees, they may be required to work more than forty (40) hours per week and may be required to work evenings and weekends. Exempt positions are therefore not limited to a specific number of hours in a work day or work week. While exempt employees have some flexibility in their working hours, it is expected that every exempt employee will generally be present at their assigned work location during regular business hours. It is the responsibility of exempt employees to notify the Employer in advance of absences of a half-day or more. Exempt employees must maintain good work habits, be accountable to the City, and be regularly available during normal business hours to allow the Employer's business to be accomplished in an orderly and efficient manner.

Exempt employees will not be subject to salary deductions for personal partial day absences, unless authorized by law, but may be required, under appropriate circumstances and at the discretion of the Employer, to deduct partial day absences from available paid leave banks. Such deductions

from paid leave banks, if any, will not occur where the employee has been granted flexible time off by the Employer or has otherwise been granted approval in advance to take a partial day absence without a deduction. Full day absences for personal reasons other than sickness or accident shall be deducted from employees' paid leave banks, to the extent authorized by law.

7.4 – Exempt Employees: Flexible Time Off for Work Load Fluctuations

The parties recognize that the nature of the work of exempt, salaried professional employees may require work beyond the normal work schedule to meet project needs and workload fluctuations. Therefore, upon employee request and by mutual agreement of the Employer, a change of schedule and flexible time off may be authorized on a case-by-case basis. Such agreements shall not result in any reduction in services provided by the Employer or impact required staffing levels for the Employer's daily operations. In addition, such agreements shall not increase the Employer's total cost of compensation for employees.

7.5 – Executive Leave for Exempt Employees

The parties recognize that the nature of the work of exempt, salaried professional employees may require work beyond the normal work schedule to meet projects needs and workload fluctuations. For exempt employees working substantially in excess of the standard work schedule, the Employer has the discretion to award up to five (5) days of paid Executive Leave per year. Such an award may be provided without prompting by the Employer, or upon request by an employee, who shall provide a written statement to the Human Resources Director with the reasons supporting the request. Requests will be approved by the Employer on a case-by-case basis. Executive Leave must be used in the year it is earned, cannot be exchanged for cash payment, and has no value at the time of voluntary or involuntary separation.

7.6 – Telecommuting Schedules

Employees are generally expected to be present at the Employer's premises during normal work hours. On a case-by-case basis, employees may request a telecommuting schedule, to be approved at the discretion of the Employer. A telecommuting schedule will only be granted on a limited or intermittent basis, or for special projects and assignments, or for inclement weather, provided the employee has a legitimate rationale for requesting a telecommuting schedule and is able to perform all of the necessary functions of the job. If an employee is granted a telecommuting schedule, the employee will be required to comply with the Employer's policies governing telecommuting and the use of the Employer's electronic resources.

ARTICLE 8 – SENIORITY

8.1 – Definition of Seniority

- a. Seniority within the Employer—the length of continuous employment of a regular full-time employee, regular part-time employee, or promotional probationary employee with the Employer. Seniority within the Employer shall begin on the date of hire.

- b. Seniority within a Classification—the length of continuous employment of a regular full-time employee, regular part-time employee, or promotional probationary employee within a particular job classification. Seniority within a classification shall begin on the date of transfer to a new classification.

8.2 – Employee Classifications

- a. **Regular Full-Time, Regular Part-Time, and Promotional Probationary Employees** – Seniority applies to regular full-time, regular part-time, and promotional probationary employees. Regular part-time employees, including promotional probationary employees working on a part-time basis, earn seniority based on a pro-rated percentage of regular full-time employees (for example, a 0.5 regular part-time employee working 20 hours per week will earn 0.5 service credits per month).
- b. **Initial Probationary Employees** – New probationary employees shall not have seniority during the initial probationary period of employment. Upon completion of the initial probationary period of employment, an employee’s most recent date of hire with the Employer shall be the employee’s seniority date.

8.3 – Breaks in Seniority

Seniority shall be broken by resignation, discharge, retirement, layoff of more than twelve (12) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff. A break in seniority results in a loss of seniority.

ARTICLE 9 – OVERTIME AND CALL-BACK

9.1 – Overtime Eligibility

Overtime is provided only to employees who are not exempt from coverage under state and federal wage and hour laws. As a condition of employment, overtime may be required when determined by the Employer. Overtime must be authorized in writing by the Employer before any overtime hours are worked.

9.2 – Overtime Hours

Overtime is defined as hours worked in excess of forty (40) hours in a work week. Hours worked in a work week exclude periods of paid leave, including holidays, vacation, sick leave, and all other forms of paid leave. Effective the first pay period after ratification of this Agreement, holidays shall count towards hours worked for the purpose of overtime.

9.3 – Overtime Compensation

Overtime is paid at a rate of one and one-half (1.5) times an employee’s regular rate of pay.

9.4 – Call-back

Employees in the Professional Unit may be called back to work outside of regular working hours. Under such circumstances, non-exempt employees will be paid for the actual time worked, including any overtime, in accordance with state and federal wage and hour laws. A non-exempt employee who is required to return to the worksite in person for unscheduled work outside of their regular working hours shall receive a ~~minimum of one (1) hour of pay~~ at the overtime appropriate rate of pay ~~(unless the reason for return is attributable to the employee).~~

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9.5 – Stand-By Status

The Employer and the Union recognize the job classification of Public Works Utilities Supervisor covered by this Agreement currently provides public works standby duties in conjunction with employees represented by the Public Works Union. The Public Works Utilities Supervisor shall continue to provide these duties in accordance with the Employer's standby policy.

9.6 – Compensatory Time

With the approval and at the discretion of the Employer, non-exempt employees may request to accrue compensatory time in lieu of overtime pay. In such cases, compensatory time shall accrue at the rate of one and one-half (1.5) hours for each overtime hour worked. Compensatory time is intended as a benefit to employees. Under no circumstances shall an employee be required to accept compensatory time instead of overtime pay.

- a. **Scheduling Compensatory Time Off** - Employees must request to use compensatory time in advance with the Employer. Employees who request compensatory time off shall be permitted to use such time with a reasonable period after making a request, provided the use of compensatory time off does not unduly impact the Employer's operations. The Employer reserves the right to control the scheduling of compensatory time off to ensure operational and departmental needs are met.
- b. **Maximum Accrual** - The maximum accrual of compensatory time is forty (40) hours. Employees who have reached the maximum accrual will receive pay for additional hours worked at applicable overtime or straight time rates.
- c. **Cash-Out** – Compensatory time not used by November 30, or scheduled by November 30 for use before the end of the calendar year, will be cashed out in the first regular payday following November 30. Compensatory time will also be cashed out for employees who separate, voluntarily or involuntarily, from the Employer. All cash outs will be paid at employees' straight time rates.

9.7 – Overtime Eligibility for Exempt Employees

Exempt employees shall be paid a salary and shall not receive overtime pay or compensatory time for hours worked in excess of forty (40) per week.

ARTICLE 10 – HOLIDAYS

10.1 – Recognized Holidays

The following holidays are recognized by the Employer for all regular full-time, regular part-time, and initial/promotional probationary employees of the bargaining unit:

New Year's Day	January 1
Dr. Martin Luther King Jr. Day	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	4 th Monday of May
<u>Juneteenth</u>	<u>June 19</u>
Independence Day	July 4
Labor Day	1 st Monday of September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday of November
<u>Day After Thanksgiving</u> <u>Native American</u> <u>Heritage Day</u>	4 th Friday of November
<u>Christmas Eve Afternoon</u>	<u>Last 4 hours of the employee's shift on</u> <u>December 24</u>
Christmas Day	December 25
One (1) Floating Holiday	Discretionary

Holidays begin at 12:01 a.m. and end at 12:00 p.m. on the designated date.

If the City is required by law to provide additional paid holidays, the City will comply with the law.

10.2 – Holidays During Paid Leave

Holidays occurring during employees' absence on paid vacation or paid sick leave shall not be considered part of the vacation or sick leave expended.

10.3 – Holiday Pay for Non-Exempt Employees

Non-exempt regular full-time employees, including initial/promotional probationary employees, not required to work on a holiday are paid their regular rate of pay for the holiday. Non-exempt regular full-time employees, including initial/promotional probationary employees, required to work on a holiday may choose one of two options:

1. The employee may take the next convenient regular work day off, or if less than a full day was actually worked on a holiday, the applicable number of holiday hours worked, if within the same work week. The determination of "convenient" shall be mutually agreed upon by the Employer and affected employee.
2. The employee may be paid at the rate of two (2) times their regular rate of pay for those hours worked which fell on a holiday.

Non-exempt regular part-time employees, including initial/promotional probationary employees, will receive a pro-rated portion of holiday pay based on works worked by regular full-time employees. Non-exempt regular part-time employees, including initial/promotional probationary employees, are only eligible to receive holiday pay for holidays falling on days the employees were regularly scheduled to work.

10.4 – Holidays on Saturday and Sunday

Any holiday falling on a Saturday will be celebrated on the preceding Friday. Any holiday falling on a Sunday will be celebrated on the following Monday.

10.5 – Floating Holiday

Regular full-time, regular part-time, and promotional probationary employees who have been employed by the Employer for at least one (1) year may select one (1) floating holiday each calendar year, subject to approval of the Employer. Dates requested by Employees will be approved based on the following criteria:

1. An employee gives at least seven (7) days advance notice to the Employer, unless mutually agreed otherwise.
2. The particular day selected by an employee does not prevent the Employer from providing continued public service or otherwise unduly impact Employer operations.
3. The floating holiday must be taken each calendar year. Floating holidays do not rollover from year to year. At the discretion of the Employer, when an employee has reasonably made requests to use a floating holiday, and those requests have been denied, the floating holiday may be carried over to the earliest convenient date in the next calendar year. The determination of “convenient” shall be mutually agreed upon by the Employer and the affected employee.
4. Regular part-time employees will receive a pro-rated portion of floating holiday hours based on hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week earns one-half (0.5) floating holiday per calendar year).

ARTICLE 11 – VACATION LEAVE

11.1 – Vacation Accrual

Regular full-time employees of the bargaining unit, including initial/promotional probationary employees, earn vacation leave as follows:

Year of Employment	Vacation Hours Earned Per Year
0-5 years	12 vacation days per year

	{8 hours per month} {1 day per month}
6-9 years	15 vacation days per year {10 hours per month} {1.25 days per month}
10-15 years	18 vacation days per year {12 hours per month} {1.5 days per month}
16-19 years	21 vacation days per year {14 hours per month} {1.75 days per month}
20+ years	24 vacation days per year {16 hours per month} {2 days per month}

Regular part-time employees of the bargaining unit, including initial/promotional probationary employees, earn a pro-rated portion of vacation leave based on hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week, with 1-5 years of seniority, shall earn six (6) vacation days per year).

Vacation time is accrued from the date of hire, but cannot be used by initial probationary employees until the successful completion of the seventh (7th) month of the initial probationary period. Employees shall receive all accrued and unused vacation paid out at the time of separation at their base wage rate. If an initial probationary employee separates employment from the Employer (for any reason) prior to completion of the initial probationary period of employment, the cash out of vacation leave shall be granted if the employee separates in good standing (as determined by the Employer).

Vacation leave may not be used in the month it is earned.

11.2 – Vacation Carry-Over

Employees may only carry-over accrued vacation leave from calendar year to calendar year in the amounts set forth below. Once an employee reaches the applicable threshold, the employee shall not accrue any additional vacation leave unless approved by the Employer.

0-5 years	144 hours maximum
6-9 years	180 hours maximum
10-15 years	216 hours maximum
16-19 years	252 hours maximum
20+ years	288 hours maximum

The allowed carry-over of vacation leave for eligible regular part-time employees is based on a pro-rated portion based on the hours worked by regular full-time employees (for example, a regular

0.5 part-time employee working 20 hours per week, with 1-5 years of seniority, shall be permitted to carry over a maximum of 72 hours per calendar year).

11.3 – Vacation Requests

The Employer retains the right to approve and deny vacation requests, provided that vacation requests may not be unreasonably denied. Vacation days may not be taken without prior approval from the Employer. Employees are responsible for planning their annual vacation leave and submitting vacation requests to the Employer well in advance of the leave requested so that disruption to the Employer's operations is minimized. In the event of a bona fide staffing emergency, such as an incident impacting critical Employer operations or impacting public health and safety, the Employer retains the right to cancel scheduled vacations. Vacation may be taken in increments of one-half (0.5) hour.

ARTICLE 12 – SICK LEAVE

12.1 – Sick Leave Accrual

Regular full-time employees of the bargaining unit, including initial/promotional probationary employees, earn paid sick leave at the rate of eight (8) hours per month. Paid sick leave is accrued from the date of hire. Absent exigent circumstances, approved by the Employer in advance, new probationary employees may not use accrued paid sick leave until the sixtieth (60) calendar day after the commencement of employment.

Regular part-time employees of the bargaining unit, including initial/promotional probationary employees, earn a pro-rated portion of paid sick leave based on hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working twenty (20) hours weekly earns four (4) hours of paid sick leave per month).

Sick leave that is accrued, but unused, in a calendar year shall be accumulated for subsequent calendar years, up to a maximum annual carry-over of one thousand ~~and one hundred~~ and forty hours (~~1,040~~1,140). Employees granted paid sick leave continue to accrue paid sick leave while on paid sick leave.

12.2 – Permitted Use of Sick Leave

Paid sick leave is a conditional benefit based on qualifying medical conditions or circumstances. Employees may use paid sick leave for the following situations:

1. The employee's own health condition (illness, injury, physical or mental disability, or any period of temporary disability resulting from pregnancy or childbirth).
2. The employee's forced quarantine in accordance with community health requirements.
3. The employer's medical or dental appointments, or those of the employee's immediate family.

4. As an extension of bereavement leave, in accordance with the terms of this Agreement governing bereavement leave.
5. Illness of a member of the employee's immediate family which requires the employee to provide care for the immediate family member.
6. The lawful use of a prescription drug which impairs the employees' job performance or safety.
7. Attendance at appointments as part of any Employee Assistance Program offered by the Employer.
8. When the Employer has been closed by order of a public health official for any health-related reason, or when an employee's child's school or place of care has been closed for any health-related reason.
9. Any absence that qualifies for leave under Washington's domestic violence, sexual assault, and stalking statute, RCW 49.76.
10. Any other situation where sick leave is required by applicable law or legal authority.

For purposes of this section, "immediate family" includes spouse, registered domestic partner, children, stepchildren, foster children, siblings, grandparents, parents of the employee or the employee's spouse, grandchildren, and any other familial inhabitant of the employee's household. If the City is required by law to provide sick leave to additional family members, the City will comply with the law.

12.3 – Sick Leave Procedure

1. An employee using sick leave shall inform the Employer as soon as possible.
2. Sick leave may be used once it is earned. Sick leave is deemed "earned" when reported on end-of-month payroll statements.
3. For absences in excess of three (3) consecutive sick days, the Employer may require the employee to obtain a doctor's statement verifying the necessity for use of sick leave. Any employee requested to provide a doctor's statement or other medical verification in connection with the use of sick leave may be excused if the employee can establish an "unreasonable burden or expense," as that phrase is interpreted by Washington law, that cannot be mitigated by the City.

4. The Employer may, in accordance with the terms of state or federal law, require that an employee be evaluated by an independent doctor, specified by the Employer, and at the Employer's expense, to determine whether the employee is able to perform the essential functions of their job, to determine any functional limitations the employee's condition may impose on their job duties, and to assist in evaluating the employee's return to work options and any reasonable accommodation.
5. Prior to returning to work, the Employer may require a written release from an employee's doctor certifying the employee's fitness to return to duty.
6. Employees who fail to provide proper notice, obtain a doctor's statement when requested, or who otherwise violate this section may be denied paid sick leave and/or may be subject to disciplinary action unless otherwise prohibited by Washington law.

12.4 – Sick Leave Donation

Employees are permitted to donate a portion of their accumulated paid sick leave to other employees in accordance with the terms and conditions stated in the Employer's personnel policy manual.

12.5 – Sick Leave Cash-Out

Upon separation of employment in good standing (as determined by the Employer), regular full-time, regular part-time, and promotional probationary employees may receive compensation for accrued, but unused, paid sick leave based on the following formula:

End of probationary period of employment through Year 1	0% cash-out
Year 1 through Year 5	10% cash-out
Year 6 through Year 12	20% cash-out
Year 13 through Year 20	30% cash-out
Year 21 through Year 24	40% cash-out
Year 25 and over	50% cash-out

Sick leave cash-outs shall be based on 100% of the value of each sick leave hour, up to the maximum cash-out percentages listed above. For example, an employee who separates from the City with seven (7) years of completed service is entitled to a 20% cash-out. Assuming the employee has 100 hours of accumulated sick leave, the employee would receive 20% of the total hours (20 hours) cashed-out at 100% of their value. The remaining sick leave hours are surrendered.

ARTICLE 13 – OTHER LEAVE

13.1 – Paid and Unpaid Leave Required by State or Federal Law

The Employer provides employees with 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 USC § 2601 et seq. and RCW 50A).
- b. Family Care Act Leave (RCW 49.12.265 & WAC 296-130).
- c. Pregnancy Disability Accommodation (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. Leave for Certain Emergency Services Personnel (RCW 49.12.460).

Leave eligibility, benefits, and requirements are determined by applicable state or federal law and will be administered according to the Employer's personnel policies manual. In the event the Employer's personnel policies manual conflicts with state or federal law, then the minimum requirements of the law shall apply.

13.2 – Bereavement Leave

Regular full-time, regular part-time, and initial/promotional probationary employees are entitled to up to five (5) days of paid bereavement leave for the death of an immediate family member. The specific length of paid bereavement leave shall be determined by the Employer.

For purposes of this section, "immediate family" includes spouse, registered domestic partner, children, stepchildren, foster children, a child's spouse, siblings, grandparents, parents of the employee or the employee's spouse, grandchildren, and any other familial inhabitant of the employee's household.

For regular full-time and regular part-time employees, including promotional probationary employees but excluding initial probationary employees, any additional bereavement leave needed by an employee may be deducted from any accrued paid time off, including paid vacation leave and paid sick leave, if available. Paid bereavement leave, or other paid leave taken as additional bereavement leave, must be taken within thirty (30) days of the date of death of an immediate family member.

13.3 – Unpaid Religious Leave

Pursuant to RCW 1.16.050(3), an 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 Employer's personnel policies manual. In the event the Employer's personnel policies manual conflicts with Washington law, then the minimum requirements of the law shall apply.

13.4 – Jury Duty

Employees are entitled to leave for jury duty service as required by law. Regular full-time and regular part-time employees, including initial/promotional probationary employees, shall be paid their straight time rate of pay for all hours of jury duty occurring during their regular working hours, provided they comply with the following conditions:

1. The employee remits to the Employer all compensation received for jury duty service (excluding travel or other reimbursable expenses).
2. The employee provides their jury duty summons to the Employer as soon as possible after it is received. Upon completion of jury duty service, the employee must also provide the Employer with proof of jury service.
3. The employee reports back to work on each day that they are released from jury duty during their regular working hours.

All employees of the bargaining unit receive leave if subpoenaed to testify in a judicial proceeding. The Employer retains the right to treat the leave as unpaid leave, unless the employee is a witness in a lawsuit or legal matter in their official capacity.

13.5 – Other Leaves of Absence

The Employer retains the right to grant an unpaid leave of absence to employees who require a leave of absence not covered by any other type of leave and who have exhausted all available leave banks. The decision to grant unpaid leave is determined by the Employer on a case-by-case basis. The terms of conditions of an unpaid leave of absence are set by the Employer's personnel policies manual.

ARTICLE 14 – HEALTH AND WELFARE BENEFITS

14.1 – Eligibility for Insurance Benefits

Regular full-time employees, including promotional probationary employees employed on a full-time basis, are eligible for enrollment in the Employer's health insurance plans. Regular part-time employees working more than thirty (30) hours per week, including promotional probationary employees employed in such a capacity, are also eligible for enrollment in the Employer's health insurance plans. Initial probationary employees, if working more than thirty (30) hours per week, are eligible for enrollment in the Employer's health insurance plans in the first full calendar month following the month of hire.

14.2 – Health Insurance Benefits

The Employer offers health insurance to eligible employees, their spouses, and their dependents through the Association of Washington Cities (AWC). The Employer offers the choice of two health plans: (1) AWC HealthFirst 250 and (2) AWC Kaiser \$200 Deductible. The Employer shall pay 100% of the premium for eligible employees and 75% of the premium for spouses and dependents. Eligible employees are responsible for payment of 25% of the premium for spouses and

dependents. Effective the first pay period after ratification of this Agreement by both parties, the Employer shall pay 80% of the premium for spouses and dependents, and eligible employees are responsible for payment of 20% of the premium for spouses and dependents. The terms and conditions of enrollment and coverage are stated in the Employer's personnel policies manual and/or AWC's enrollment materials. The Employer reserves the right to make changes to both the insurance carrier and the specific health insurance plans offered to employees, but will bargain the impacts of any such changes.

The Union agrees to make a good-faith effort to promote AWC's WellCity premium discount and encourage employees to participate.

- a. **Funding Agreement Employees**—Specific employees of the bargaining unit are funded in whole or in part by a public-private partnership funding agreement between the Employer and the Master Plan Developer, a private construction company. Pursuant to the terms of the funding agreement, these employees may have their health insurance benefits for themselves and their spouses and dependents paid 100% by the Employer. In the event the funding agreement expires, is terminated, or is otherwise modified, employees covered by the funding agreement will revert to the cost-sharing arrangement applicable to other employees, as described in paragraph (1) of Article 14.2.

14.3 – Dental Insurance Benefits

The Employer offers dental insurance through Delta Dental. The Employer pays 100% of the cost of premiums. The Employer reserves the right to change dental insurance carriers and plans assuming benefit levels are not substantially altered.

14.4 – Employee Assistance Program

The health insurance plan selected by employees may offer a voluntary employee assistance program (EAP). The program, if available through the health insurance plan, offers voluntary professional and confidential counseling and assistance to employees whose job performance, health, or well-being are adversely affected by personal reasons. Employees who seek such counseling and assistance may elect to use accrued paid sick or vacation leave for time spent during working hours.

14.5 – Industrial Insurance

Industrial insurance during regular working hours shall be provided in accordance with Washington law.

14.6 – Life Insurance

The Employer provides life insurance through Standard Life and Accident Insurance Company. The Employer pays 100% of the cost of premiums and provides coverage in the amount of \$20,000 per employee and a limited option of up to \$1,000 per spouse/child. The Employer reserves the right to change life insurance carriers and plans assuming benefit levels are not substantially altered.

14.7 – Long-Term Disability Insurance

The Employer provides long-term disability insurance through Standard Life and Accident Insurance Company. The Employer pays 100% of the cost of premiums. The Employer reserves the right to change life insurance carriers and plans assuming benefit levels are not substantially altered.

14.8 – Washington Paid Family and Medical Leave (RCW 50A.10)

Employees have access to family leave and medical leave benefits based upon the requirements of Washington law, RCW 50A.10. Employees pay the designated employee share of premiums by way of payroll deduction. Should the Employer grow in size beyond 50 employees, it will pay the designated employer share of premiums.

14.9 – Vision and Orthodontia Coverage

Beginning the first month after this Agreement has been ratified by both parties, the Employer shall pay one hundred percent (100%) of the premiums necessary for the purchase of employee coverage and one hundred percent (100%) of the premium necessary for dependent coverage under the AWC Washington Vision Service Plan (\$25 deductible). In conjunction with its health insurance plans, AWC offers optional enrollment in orthodontia coverage. The current plan offering (subject to change) is Orthodontia – Plan V. This plan requires 100% participation by the bargaining unit. The bargaining unit, at their option and as an entire unit (*i.e.* 100% participation), may elect to enroll in Orthodontia – Plan V, at their sole expense.

14.10 – Benefits During Leaves of Absence

Unless otherwise required by law, employees on unpaid leaves of absence do not receive or accrue employee benefits. Eligible employees may, however, elect at their sole expense to continue their health insurance coverage at regular rates.

14.11 – Washington Cares Fund

The Employer will comply with the Washington State Cares Fund (Long Term Care insurance) program. Premiums are established by the State of Washington. Employees who have not been granted an exemption through the State will pay the designated employee premiums via payroll deduction.

ARTICLE 15 – WAGES

15.1 – Classifications, Wages, and Salary Schedule

Wages, steps, and ranges for all employee classifications in the bargaining unit are listed in Appendix A to this Agreement.

15.2 – Step Dates

Regular full-time, regular part-time, and promotional probationary employees shall have their wages increased to the next step on their step-increase eligibility date, upon a satisfactory

performance evaluation, and subject to the availability of funding in their department. For all employees hired on or before September 1, 2015, the step-increase eligibility date is the first day of the month of hire. For all employees after September 1, 2015, including all future employees, the step-increase eligibility date is the first day of the month of hire if hired from the 1st through the 15th of the month, or the first day of the month following the month of hire if hired from the 16th through the 31st of the month. An employee who promotes or demotes shall have their step-increase eligibility date reset to the date of their promotion or demotion. If an employee's Initial Probationary Period of Employment is extended, the employee's step-increase eligibility date shall automatically extend until the date the employee successfully passes probation.

15.3 – Out of Class Pay

Effective the first pay period after ratification of this Agreement by both parties, an employee assigned in writing in advance by the Employer to fill the duties and responsibilities of a higher job classification for a minimum of five consecutive workdays is eligible for out of class pay for hours authorized by the Employer to be worked in the higher classification. Out of class pay is equal to 5% of the assigned employee's base wage.

ARTICLE 16 – PENSION CONTRIBUTION AND DEFERRED COMPENSATION

16.1 – Pension Contribution

The Employer shall make pension contributions to Washington's Public Employees' Retirement System (PERS) for each eligible employee, based on the terms and conditions imposed by Washington law. All employees covered by this Agreement shall continue to be covered by the applicable retirement system in which they are enrolled (*e.g.* PERS I, PERS II, PERS III). Retired employees covered by this Agreement who receive retirement benefits are excluded from enrollment in PERS, subject to any administrative fees charged by the State of Washington. Participating employees shall pay any required amounts towards contribution costs by means of a payroll deduction.

16.2 – Deferred Compensation Contribution

The Employer participates in the Washington State Deferred Compensation Program. Regular full-time, regular part-time, and initial/promotional probationary employees may voluntarily participate as an avenue to save for retirement. Effective January 1, 2021, the Employer shall match an employee's contribution on a dollar for dollar basis, up to \$25.00 per month. Effective January 1, 2024 or the first pay period after ratification of this Agreement by both parties if later, the Employer shall match an employee's contribution on a dollar for dollar basis, up to \$35.00 per month. Participation in the Washington State Deferred Compensation Program and the Employer's matching program shall be regulated by Washington and guidance from the Internal Revenue Service.

ARTICLE 17 – EMPLOYEE DEVELOPMENT

17.1 – Training and Career Development

The Employer and Union agree training and career development are beneficial to both the Employer and affected employees. Training, career development, and educational needs may be identified/requested by both the Employer and employees. The Employer and Union recognize that employees are integral partners in managing their career development. The Employer is committed to providing employees with professional development opportunities within the parameters of available resources and budgetary constraints.

17.2 – Higher Education Premium

Regular full-time, regular part-time, and initial/promotional probationary employees are eligible for the following higher education premiums added to their regular rate of pay:

- | | |
|------------------------------------|------|
| • Associate Degree (2 year degree) | 2.0% |
| • Bachelor Degree (4 year degree) | 4.0% |
| • Masters, Professional, or PhD | 6.0% |

Premiums for multiple degrees do not compound. Each employee eligible for a higher education premium must present a copy of their degree to the Employer. A copy of the degree will be included in the employee's personnel records. The Employer will review each degree to determine whether the degree qualified for a higher education premium. Higher education premium requests are subject to a requirement that the degree be relevant to the employee's position, in the Employer's judgment, as follows: (1) effective January 1, 2021 for employees hired on or after January 1, 2021; and (2) effective January 1, 2023 for employees hired prior to January 1, 2021. The Employer may verify the legitimacy of any degree presented by an employee.

ARTICLE 18 – DISCIPLINE FOR NON-DIRECTOR POSITIONS

18.1 – In General

All employees of the bargaining unit are expected to comply with the Employer's policies governing anti-harassment, anti-discrimination, and the code of conduct. All members of the bargaining unit holding non-director positions shall be subject to discipline and discharge only for "just cause." The terms of this Article apply only to non-director positions in the bargaining unit. The Employer retains the right to discipline initial probationary employees as "at will" employees, with or without cause, and without recourse to the grievance procedure stated in this Agreement.

18.2 – Disciplinary Steps

Disciplinary action shall include the following progressive steps, unless otherwise provided below:

- a. Verbal warning.
- b. Written reprimand.
- c. Suspension without pay.

- d. Permanent or temporary demotion.
- e. Discharge.

The Employer may tailor discipline to respond to the nature and severity of the offense and the employee's prior disciplinary record. The steps of the discipline structure will usually be sequential unless the gravity of an offense, or other extenuating circumstances, justifies a more severe response.

18.3 – Verbal Warnings and Written Reprimands

- a. **Verbal warning** – The Employer may issue a verbal warning at any time for cause. A verbal warning shall carry no additional penalty. The Employer may record having issued a verbal warning. If the Employer records the instance of a verbal warning, then the record shall reflect the nature and date of the offense, the date of the verbal warning, and the substance of the warning.
- b. **Written reprimand** – The Employer may issue a written reprimand at any time for cause. A written reprimand must state the nature and date of the offense, describe the expected employee behavior, and cite the authority (Employer authority, professional expectations, or the law) for the expected employee behavior. A written reprimand shall carry no additional penalty.
- c. **Grievance procedure** – Verbal warnings and written reprimands carry no economic impact and are not subject to the grievance procedure stated in this Agreement and therefore may not be grieved.

18.4 – Discipline Procedure Other Than Verbal Warning or Written Reprimand

- a. **Notice of Pre-Disciplinary Meeting** – If the Employer is considering imposing discipline other than a verbal warning or written reprimand, the Employer shall inform the employee in writing. The written notice shall describe the event or conduct to enable the employee to understand the general nature of the concern or allegations, modified by what the Employer has learned to date through any investigation or otherwise.
- b. **Pre-Disciplinary Meeting** – Upon at least twenty-four (24) hours written notice to both the employee and the Union, the Employer may call a pre-disciplinary meeting at which the Employer will provide the employee an opportunity to respond. The employee may elect to attend the pre-disciplinary meeting accompanied by a Union representative.
- c. **Disciplinary Decision** – No sooner than the day following the close of a pre-disciplinary meeting, but no later than twenty-one (21) working days after the close of a pre-disciplinary meeting, the Employer shall inform the employee and the Union in writing of the Employer's disciplinary decision.

18.5 – Employer Investigations

- a. **Duty to Cooperate** – Employees have an obligation to cooperate with any investigation conducted by the Employer. Failure to do so will be considered insubordination and will be grounds for discipline.
- b. **Union Representation** – If the Employer elects to conduct a disciplinary investigation, an employee is entitled, at their request, to have Union representation during any investigatory interview conducted by the Employer that the employee reasonably believes may result in their discipline or discharge. During such an investigatory interview, a participating Union representative will be given the opportunity to ask questions, offer additional information, and counsel the employee, but may not obstruct the Employer's investigation.
- c. **Administrative Leave** – The Employer may, at its discretion, place employees on paid administrative leave during an investigation. Employees on such paid administrative leave must remain available during their normal hours of work and are not permitted to accept outside employment. Placement on paid administrative leave is not subject to the grievance procedure stated in this Agreement.

18.6 – Resignation and Retirement

Employees are expected to provide a minimum of two weeks' notice of planned resignations or retirements.

18.7 – Personnel Files and Right to Inspection

The Employer endeavors to keep the personnel files of employees accurate and up-to-date. When the Employer places a disciplinary document into an employee's personnel file, the Employer shall notify the employee and give the employee a copy. 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 accompanying disciplinary document 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.

An employee, upon written request to the Employer, shall have the right to inspect the entire contents of their personnel file. An employee may be accompanied by Union representation during the inspection. The inspection shall take place on the Employer's premises at a date and time mutually agreeable to the Employer and employee.

ARTICLE 19 – DISCIPLINE FOR DIRECTOR LEVEL POSITIONS

19.1 – In General

All employees of the bargaining unit are expected to comply with the Employer's policies governing anti-harassment, anti-discrimination, and the code of conduct. All members of the bargaining unit holding director level positions serve "at will," meaning the Employer reserves the right to discipline, suspend, or terminate directors of the bargaining unit. These decisions are not subject to the grievance procedure, but are subject to the process and provisions provided below.

Section 1: Performance Deficiencies

No director shall be terminated for a performance deficiency unless the following steps are taken prior to termination:

(1) Written Warning: A director shall receive a written warning specifically identifying the performance deficiencies, the steps to correct the deficiencies, and a specific period within which the deficiencies should be corrected. The director shall be given an opportunity to provide, directly to the Mayor, an explanation as to why their performance is not deficient or should otherwise be mitigated by the circumstances. The director has the right to attend a meeting with the Mayor accompanied by a union representative.

(2) Suspension without Pay: If the deficiencies noted in a written warning are not corrected within the stated period of time, or the deficiencies reoccur within 24 months, the director may be suspended without pay for a period to be determined by the Mayor, not to exceed two (2) weeks. Prior to the suspension, the director shall be given an opportunity to provide, directly to the Mayor, their explanation as to why the performance is not deficient or should otherwise be mitigated by the circumstances. The director has the right to attend a meeting with the Mayor accompanied by a union representative.

(3) Termination: If, following the unpaid suspension, the director fails to correct the deficiencies, or if the deficiencies reoccur within 24 months, the Mayor may elect to terminate the director.

(4) Opportunity to Explain: Prior to the effective date of any termination decision under this section, the director shall be given an opportunity to provide, directly to the Mayor, their explanation as to why their performance was not deficient. The supervisor may also present the Mayor with an explanation as to why termination is not the correct decision and propose alternative solutions. The director has the right to attend a meeting with the Mayor accompanied by a union representative.

Section 2: Ethical Violations, Conduct Detrimental, and Non-Performance Issues

The Mayor retains the right to discipline or terminate a director for ethical violations, conduct detrimental to the office, or other non-performance issues against the best interests of the City.

(1) Opportunity to Explain: Prior to a termination decision, the director shall have the right to provide, directly to the Mayor, their explanation as to the underlying conduct and why

termination or discipline is not appropriate. The director has the right to attend a meeting with the Mayor accompanied by a union representative.

(2) Review Committee: If the Mayor elects to proceed with termination, the director may request to have the Mayor's termination decision evaluated by a review committee, as set forth by the below process and procedure.

1. Review Committee Composition. Within five (5) days of a termination decision, the Union may provide written notice to the Mayor stating that the terminated director requests an evaluation by a review committee. The Union and the Mayor shall then appoint the necessary review committee members within five (5) business days. A three (3) person review committee shall consist of two (2) city council members selected by the Mayor and one (1) Union representative.

2. Review Committee Procedures. The review committee shall meet within five (5) business days of its appointment. The sole determination for the review committee shall be whether the facts provide a basis for termination for ethical violations, conduct detrimental to the office, or non-performance issues against the best interests of the City. The committee has the right to review written documents and request interviews with employees. If the committee determines the reason for termination is performance deficiencies and the required procedures have not been followed, then the termination shall be rejected. If the committee determines the decision to terminate is arbitrary, the termination shall be rejected. A majority of the committee shall, by secret ballot, determine whether the termination meets the standards set forth herein. If a majority of the committee votes against the termination decision, then the director will not be terminated. No committee member shall disclose, or be compelled to disclose, how they or any other member of the review committee voted.

3. Communication of the Review Committee's Decision. The decision of the review committee shall be communicated in written form to the Mayor and the Union within ten (10) business days of the date on which the committee was appointed and shall be signed by all members of the review committee. If a written decision is not received from the review committee within ten (10) business days of the committee's appointment, the Mayor's decision shall stand.

4. Time Periods. The time periods and deadlines stated in this section may be extended by mutual agreement of the Employer and the Union.

Section 3: Other

A director subject to discipline or termination for any reason other than those set forth in Section 1 or Section 2 (with the exception of a layoff/furlough) shall be entitled to the process described in either Section 1 or Section 2, to be determined by the Mayor.

19.2 – Employer Investigations

- a. **Duty to Cooperate** – Employees have an obligation to cooperate with any investigation conducted by the Employer. Failure to do so will be considered insubordination and will be grounds for discipline.
- b. **Union Representation** – If the Employer elects to conduct a disciplinary investigation, an employee is entitled, at their request, to have Union representation during any investigatory interview conducted by the Employer that the employee reasonably believes may result in their discipline or discharge. During such an investigatory interview, a participating Union representative will be given the opportunity to ask questions, offer additional information, and counsel the employee, but may not obstruct the Employer's investigation.
- c. **Administrative Leave** – The Employer may, at its discretion, place employees on paid administrative leave during an investigation. Employees on such paid administrative leave must remain available during their normal hours of work and are not permitted to accept outside employment. Placement on paid administrative leave is not subject to the grievance procedure stated in this Agreement.

19.3 – Resignation and Retirement

Employees are expected to provide a minimum of two weeks' notice of planned resignations or retirements.

19.4 – Personnel Files and Right to Inspection

The Employer endeavors to keep the personnel files of employees accurate and up-to-date. When the Employer places a disciplinary document into an employee's personnel file, the Employer shall notify the employee and give the employee a copy. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

An employee, upon written request to the Employer, shall have the right to inspect the entire contents of their personnel file. An employee may be accompanied by Union representation during the inspection. The inspection shall take place on the Employer's premises at a date and time mutually agreeable to the Employer and employee.

Upon receipt of any court order or subpoena seeking documents from an employee's personnel file, the Employer will provide the employee with a copy of the order or subpoena. Upon receipt of a request for personnel records under the Public Records Act, the Employer will comply with RCW 42.56.250(~~12~~) as it currently exists or is hereafter amended.

ARTICLE 20 – GRIEVANCE PROCEDURE

20.1 – In General

The Employer and the Union recognize the need for fairness and justice in the adjudication of employee grievances. Employees are encouraged to attempt to resolve complaints through informal discussions with the Employer and any applicable supervisors. An employee presenting an informal grievance shall have the option of being accompanied by a Union representative. If a grievance cannot be resolved informally, the grievance will be settled according to the procedure provided below.

20.2 – Definition of Grievance

A grievance is a dispute between the Employer and the Union, on the Union's own behalf or on behalf of an employee or group of employees, over an alleged violation, misinterpretation, or misapplication of an express Article, section, term, or provision of this Agreement.

- a. **Discipline/Discharge for Non-Director Positions:** Verbal warnings and written reprimands are not subject to the grievance procedure. Other higher forms of discipline may be grieved by non-director employees.
- b. **Discipline/Discharge for Director Level Positions:** Discipline and discharge decisions are not subject to the grievance procedure and may not be grieved.

20.3 – Election of Remedies

The Employer and the Union expect the procedures contained in this Agreement, if applicable, to be the sole remedy for grievances. The Employer and the Union also recognize that employees have legal rights independent of this Agreement. If the Union seeks arbitration of a dispute within the procedure established by this Agreement, that election shall be deemed to have waived external remedies to the extent allowed by state and federal law. If an employee or the Union seeks redress or review from any external body, whether administrative or judicial, then whether or not such body accepts the matter for review, then the Union and/or the employee shall have elected the external remedy to the exclusion of all rights under this Agreement.

20.4 – Time Limits

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.

For purposes of this Article, "working day" shall be defined as Monday through Friday, excluding holidays recognized by the Employer. Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day of an applicable time limit.

The day after the event, act, or omission shall be the first day of a timeline under this Article. In the event a time limit under this Article falls on a weekend or holiday, the deadline will be automatically extended to the following working day.

Time limits within the grievance procedure may be waived or extended by the mutual agreement of the parties. If the Union, on behalf of itself or employees, fails to act or respond within the specified time limits, the grievance shall be considered waived. If the Employer fails to respond within the specified time limits, the grievance shall proceed to the next step of the grievance procedure.

20.5 – Required Content of Grievance

A grievance must satisfy the following conditions:

1. Be submitted in writing.
2. Describe the facts giving rise to the grievance with sufficient particularity to permit the Employer to understand the nature of the grievance.
3. Identify the provision(s) of the Agreement allegedly violated.
4. Identify the aggrieved employee(s).
5. Identify the remedy sought.
6. Be signed and dated by the Union representative and/or the affected employee(s).

20.6 – Grievance Procedure

1. **Step 1** – The grievance procedure shall be initiated by personally serving a grievance upon the Mayor, City Administrator, or the Human Resources Director. The grievance must be served 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 Employer, acting through the employee's immediate supervisor (or, if there is no immediate supervisor available, then the Human Resources Director), shall respond in writing to the Union and the aggrieved employees within ten (10) working days.

Court Administrator Classification – The Employer will promptly forward a copy of any Step 1 grievance involving the Court Administrator classification to the Presiding Judge of Black Diamond Municipal Court. If the grievance involves subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall respond to the grievance in accordance with Step 1, above.

2. **Step 2** – If the grievance is not resolved at Step 1, then within ten (10) working days of the Employer’s written response in Step 1, a written appeal, signed by the Union and/or the affected employee(s), shall be personally served upon the Mayor, City Administrator, or the Human Resources Director. The Employer shall thereafter schedule a meeting with the Union and aggrieved employee(s) within fifteen (15) working days from receipt of the written appeal. During the meeting, aggrieved employees have the right to be accompanied by a Union representative. Thereafter, the Employer, acting through the Mayor or their designee, shall respond in writing to the Union and the aggrieved employees within ten (10) working days.

Court Administrator Classification – The Employer will promptly forward a copy of any Step 2 grievance involving the Court Administrator classification to the Presiding Judge of Black Diamond Municipal Court. If the grievance involves subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall respond to the grievance in accordance with Step 2, above.

3. **Step 3, Arbitration** – If the grievance is not resolved at Step 2, the parties may proceed to final and binding arbitration. Prior to arbitration, the parties may mutually agree to first proceed with mediation, in which case the timelines for arbitration shall be extended to accommodate the mediation process. If the grievance involves the Court Administrator classification and subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall be involved in the arbitration process and may substitute entirely for the Employer, depending on the subject matter involved.

- a. **Notice** – Within twenty (20) working days following receipt of the Employer’s written response in Step 2, the Union shall notify the Employer, in writing, of its intent to proceed with arbitration.
- b. **Arbitrator Selection** – After the Union has provided timely notice of its intent to proceed with arbitration, the parties shall select an impartial arbitrator within thirty (30) working days. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, the parties will request a list of nine (9) impartial arbitrators able to abide by time limitations. The list will be provided by the Public Employment Relations Commission (PERC) or the American Arbitrator Association (AAA). In the event the parties cannot agree on the source of an impartial list, then the list shall be provided by PERC. Once a list has been provided, the parties shall flip a coin to determine who will strike the first name, following with subsequent strikes alternating between the parties, until one (1) name remains. The remaining name will serve as the arbitrator.
- c. **Decision, Time Limit** – The arbitrator will meet and hear the matter at the earliest possible date after the selection process. After completion of the hearing, a written

decision shall be entered within thirty (30) working days, or as soon as possible thereafter, unless an extension of time is agreed upon by the parties.

- d. Jurisdiction of Arbitrator** – The grievance submitted to the arbitrator shall be the original written grievance unless the Employer and the Union agree otherwise. Only one (1) grievance may be submitted to the arbitrator at one (1) hearing, unless the Employer and the Union agree otherwise. The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there was a violation of the terms of the Agreement. The arbitrator shall also have the authority to receive evidence, question witnesses, and dictate the orderly procedure of the hearing. The arbitrator shall not have the authority to add to, subtract from, alter, change, or modify the provisions of this Agreement, nor limit or impair any common law right of the Employer or the Union.
- e. Final Binding Award** – The arbitrator's written award shall be final and binding upon the parties. In any arbitration alleging a violation of rights protected by this Agreement, the arbitrator's authority to award monetary damages shall be limited to back pay and related benefits, and shall not include compensatory or punitive damages.
- f. Costs, Fees, and Expenses** – Each party is responsible for its own costs, fees, and expenses incurred in handling the grievance and presenting its case, including attorney's fees. The parties agree to equally share in the costs and expenses charged by the arbitrator.
- g. Challenge to Arbitrability** - Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance shall be resolved in an arbitration proceeding separate from and prior to arbitration on the merits of the grievance. If an arbitration is required to determine the procedural arbitrability of a grievance, then the selection of the arbitrator and arbitration procedure shall be based on the steps stated in this section. Within ten (10) working days following receipt of an arbitrator's award ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in Article 20.6(3)(b) to select an arbitrator to rule on the merits of the grievance. Each party is responsible for its own costs, fees, and expenses incurred in handling a challenge to arbitrability and presenting its case. The party who loses a challenge to arbitrability, as determined by the arbitrator, shall pay for the costs and expenses charged by the arbitrator.

ARTICLE 21 – LAYOFF, FURLOUGH, and RECALL

21.1 – In General

The Employer retains the right to determine the need for layoffs, furlough days, and the classifications subject to layoff or furlough, but agrees to bargain the impacts of any such decision on wages, hours, and working conditions of employees. In the event of a layoff, temporary or initial probationary employees in a classification subject to layoff shall be laid off first. Thereafter, layoffs shall be determined by order of seniority within a classification. Employees who have previously held a lower classification within the bargaining unit shall have the right to return ("bump") to such lower classification if their seniority is greater than the employee in such classification and if they meet the qualifications of the position. Employees shall not accrue seniority while on layoff.

21.2 – Recall from Layoff

Laid off employees have the right to recall from layoff. Recall shall be based on seniority within a classification. The period of recalling laid off employees shall be limited to twelve (12) months, beginning on the date of the layoff. The Employer retains the right to extend the twelve (12) month period at its discretion. As a mandatory condition of recall, an employee must be qualified to hold the position. It is the responsibility of each laid off employee to provide current contact information with the Employer. Failure of a laid off employee to report for reinstatement within ten (10) days of notification by the Employer shall result in forfeiture of the right to recall.

ARTICLE 22 – BARGAINING UNIT WORK

22.1 - Subcontracting

As of the effective date of this Agreement, any work currently subcontracted by the City may continue to be subcontracted. All other work of the Union's bargaining unit shall be performed only by employees of the bargaining unit except as otherwise provided in this Agreement or otherwise bargained with the Union to mutual resolution or impasse, as required by Washington law.

22.2 – Delegation or Assignment of Bargaining Unit Work

The parties recognize that employees of the bargaining unit are professional employees with supervisory or managerial responsibilities, and that there are times when it is necessary or beneficial to the Employer or employees of the bargaining unit to move work inside and outside of the bargaining unit. Under such circumstances, work may be delegated or assigned without bargaining. When employees of the bargaining unit delegate or assign work to subordinate employees outside of the bargaining unit, employees of the bargaining unit shall maintain supervisory control over the work and the manner in which it is performed. Nothing in this section shall be construed to permit the Employer the right to subcontract bargaining unit work outside of the Employer's workforce without providing an opportunity to bargain.

ARTICLE 23 – PERFORMANCE OF DUTIES / NO RIGHT TO STRIKE

The parties recognize RCW 41.56.113 does not permit or grant employees the right to strike or the right to refuse to perform their official duties. The Union shall not authorize a strike, work stoppage, or slowdown, and the Employer shall not engaged in a lockout during the term of this Agreement. The Union shall take every reasonable means within its power to induce employees engaged in a strike, work stoppage, or slowdown, in violation of this Agreement, to return to work. Every attempt shall be made to settle all disputes or controversies arising under this Agreement under the grievance and arbitration procedures provided herein.

ARTICLE 24 – PERSONAL LIABILITY AND EMPLOYEE INDEMNIFICATION

The Employer shall indemnify and defend employees, upon proper request, against any claims or legal actions for damages brought against them for any acts, errors, or omissions while acting in the course and scope of their employment. The Employer shall not provide indemnity and defense for any criminal, dishonest, fraudulent, or malicious actions.

ARTICLE 25 – SCOPE AND DURATION OF AGREEMENT

25.1 Term of Agreement

This Agreement is effective January 1, ~~2021-2024~~ and continues through December 31, ~~2023~~2026. If either party desires to negotiate a successor agreement, they shall provide notice to the other party and the parties shall, within a reasonable time frame, set a schedule for contract negotiations. In the event negotiations for a successor agreement have not been completed by the termination date of this Agreement, then the *status quo* shall be maintained to the extent required by Washington law.

25.2 Severability / Savings Clause

If any Article, section, term, or provision of this Agreement is rendered or declared invalid by reason of any existing or subsequently enacted law, or by any decree of a court or competent jurisdiction, the remaining terms or provisions of this Agreement shall continue in full force and effect. The parties agree to promptly reopen negotiations promptly on any such invalidated Article, section, term, or provision to comply with the law.

APPENDIX A—WAGE TABLE

January 1, ~~2021~~2024 Effective January 1, ~~2021~~2024, employees shall receive a ~~1.50%~~10% increase to base wages. The Senior Planner position will receive a total increase of 16%, which includes the 10% general wage increase.

January 1, ~~2022~~2025 Effective January 1, ~~2022~~2025, employees shall receive a base wage increase equal to the June ~~2020~~2023-June ~~2021~~2024 CPI-U Seattle-Tacoma-Bellevue, with a minimum increase of ~~1.60%~~1.50% and a maximum increase of ~~3.00%~~3.5%.

January 1, ~~2023~~2026 Effective January 1, ~~2023~~2026, employees shall receive a base wage increase equal to the June ~~2021~~2024-June ~~2022~~2025 CPI-U Seattle-Tacoma-Bellevue, with a minimum increase of ~~1.70%~~1.50% and a maximum increase of ~~3.00%~~3.5%.

2020 <u>2024</u> Salary Schedule	Step 1	Step 2	Step 3	Step 4	Step 5
Court Administrator	7,135	7,492	7,867	8,260	8,674
MDRT & Economic Director	9,783	10,272	10,787	11,325	11,892
Deputy City Clerk	5,448	5,830	6,211	6,591	6,973
Finance Director	9,919	10,414	10,935	11,481	12,056
Deputy Finance Director	8,138	8,493	8,956	9,420	9,884
Police Records Coordinator	5,448	5,830	6,211	6,591	6,973
Building Official	8,433	8,919	9,406	9,891	10,379
Community Dev/Nat Resources Director	9,783	10,272	10,787	11,325	11,892
Permit Center Supervisor	6,977	7,295	7,612	7,929	8,246
Public Works Director	9,783	10,277	10,792	11,332	11,899
Operations and Maintenance Superintendent	8,433	8,919	9,406	9,891	10,379
Construction Inspector Supervisor	8,433	8,919	9,406	9,891	10,379
Senior Planner	6,874	7,216	7,579	7,956	8,355

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2021 Salary Schedule	Step 1	Step 2	Step 3	Step 4	Step 5	Formatted: Strikethrough
Court Administrator	6,114	6,420	6,741	7,078	7,432	Formatted: Strikethrough
MDRT & Economic Director	8,383	8,802	9,243	9,704	10,190	Formatted Table
Deputy City Clerk	4,669	4,996	5,322	5,648	5,975	Formatted: Strikethrough
Finance Director	8,499	8,924	9,370	9,838	10,331	Formatted: Strikethrough
Deputy Finance Director	6,973	7,278	7,675	8,072	8,469	Formatted: Strikethrough
Police Records Coordinator	4,669	4,996	5,322	5,648	5,975	Formatted: Strikethrough
Building Official	7,226	7,643	8,060	8,476	8,893	Formatted: Strikethrough
Community Dev./Nat Resources Director	8,383	8,802	9,243	9,704	10,190	Formatted: Strikethrough
Permit Center Supervisor	5,979	6,251	6,523	6,794	7,066	Formatted: Strikethrough
Public Works Director	8,383	8,807	9,248	9,711	10,196	Formatted: Strikethrough
Operations and Maintenance Superintendent	7,226	7,643	8,060	8,476	8,893	Formatted: Strikethrough
Construction Inspector Supervisor	7,226	7,643	8,060	8,476	8,893	Formatted: Strikethrough

Signed this ____ day of ~~March, 2021~~

SIGNED FOR THE CITY OF BLACK DIAMOND

Mayor Carol Benson

Signed this ____ day of ~~March, 2021~~

SIGNED FOR THE CITY OF BLACK DIAMOND
MUNICIPAL COURT UNDER GR 29(f) FOR
NON-WAGE RELATED ARTICLES APPLICABLE
TO COURT PERSONNEL COVERED BY THIS
AGREEMENT

The Honorable Krista White Swain

Signed this ____ day of ~~March, 2021~~

SIGNED FOR TEAMSTERS LOCAL NO. 117
(Professional Unit)

~~John Searey~~ Paul Dascher, Secretary-
Treasurer
Teamsters Local 117

Shane O'Neill
Employee representative

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution authorizing the Mayor to execute a Collective Bargaining Agreement between the City of Black Diamond and Teamsters Local 117 Public Works and Admin Support Units	Agenda Date: July 11, 2024 AB24-056	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	X
	Com Dev – Mona Davis	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Scott Hanis	
Cost Impact (see also Fiscal Note):	Court – Judge Swain/Tawnya Parks	
Fund Source: Various Funds		
Timeline: January 1, 2024		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Proposed CBA, clean and redlined versions		
SUMMARY STATEMENT: The City’s negotiating team consisting of Sofia Mabee, Summit Law Group, Police Chief Jamey Kiblinger, and City Clerk/HR Manager Brenda Martinez were able to reach a tentative agreement with the Public Works and Admin Support Units for a new three (3) year Collective Bargaining Agreement (“CBA”) effective January 1, 2024 through December 31, 2026. The Public Works and Admin Support Units have 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 and the 2024 budget includes funds to support 2024 increases.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 24-1634, authorizing the Mayor to execute the Collective Bargaining Agreement between the City of Black Diamond and Teamsters Local 117 Public Works and Admin Support Units.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
July 11, 2024		

RESOLUTION NO. 24-1634

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE THE
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
CITY OF BLACK DIMAOND AND TEAMSTERS LOCAL
UNION NO. 117 PUBLIC WORKS AND ADMIN SUPPORT
UNITS**

WHEREAS, the Teamsters Local Union No. 117 is the authorized bargaining representative for the Black Diamond Public Works and Admin Support Units; and

WHEREAS, the Professional Unit was formed in 2014 and the Admin Support Unit was formed in 2016; and

WHEREAS, their agreement expired on December 31, 2023; and

WHEREAS, the City negotiating team has reached a tentative agreement with the Union for a new three-year Collective Bargaining Agreement (“CBA”) effective January 1, 2024 through December 31, 2026 (attached hereto as Exhibit A); and

WHEREAS, the City Council has reviewed the CBA and finds it was negotiated as directed by the City Council and it is in the best interest of the City and its employees to authorize the Mayor to execute the CBA;

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 Public Works and Admin Support Unit’s CBA as attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 11TH DAY OF JULY, 2024.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

A G R E E M E N T

By and Between

TEAMSTERS LOCAL UNION NO. 117

**Affiliated With The
International Brotherhood of Teamsters**

**REPRESENTING PUBLIC WORKS & ADMIN.
SUPPORT UNITS**



And

CITY OF BLACK DIAMOND

Term of Agreement

January 1, 2024 – December 31, 2026

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PREAMBLE

This Agreement is entered into between the City of Black Diamond (the “Employer” or the “City”), a municipal corporation of the State of Washington, and Teamsters Local Union No. 117 (the “Union”), for the purpose of setting forth wages, hours, and working conditions which shall be in effect during the terms of this Agreement for employees in two separate bargaining units, as determined by PERC Case 26514-E-14-3873, Decision 12133 (PECB, 2014) and PERC Case 128309-E-16, Decision 12645 (PECB, 2016), and defined in this Agreement.

It is the purpose of this Agreement to achieve and maintain harmonious relations, based upon a mutual respect and using a collaborative approach with the objective of fostering effective cooperation between the Employer and the Union, to provide for contractual conditions of work, to establish agreed standards of wages and hours, and to achieve peaceful and rapid resolution of any differences which may arise in accord with the terms of this Agreement.

ARTICLE 1 – DEFINITIONS

The following terms and phrases used in this Agreement are defined as follows:

“The Employer” or “the City”: The City of Black Diamond, Washington.

“The Union”: Teamster Local Union No. 117 (Public Works and Admin. Support Units).

Bargaining Units: All regular full-time, regular part-time, and initial/promotional probationary employees of the City of Black Diamond Public Works and Admin. Support Units, excluding certain supervisory and confidential employees (the “Public Works” bargaining unit). In addition, all regular full-time, regular part-time, and initial/promotional probationary employees serving in administrative support roles, excluding supervisors and confidential employees (the “Admin. Support” bargaining unit).

Employees: Regular full-time, regular part-time, and initial/promotional probationary employees in the bargaining unit covered by this Agreement, excluding certain supervisors and confidential employees.

Seasonal Employees: Seasonal employees are those employees hired to augment employees in the Public Works bargaining unit for a limited term of employment, not to exceed six (6) continuous months on an annual basis. The Employer will hire seasonal employees only as needed in response to a temporarily expanded seasonal workload or in response to an emergency. The City may hire a maximum of two (2) seasonal employees each calendar year. Seasonal employees will not be used to displace bargaining unit positions and, absent a mutual agreement, will not reduce the number of hours worked by bargaining unit members. Seasonal

employees are not members of the bargaining unit and are not subject to the provisions of this Agreement.

Temporary Employees: The City may hire temporary employees to augment employees in the Admin. Support bargaining unit under a limited set of circumstances. Temporary employees may be used to fill temporary vacancies caused by the absence of bargaining unit employees, to complete projects with a defined/limited scope, to address temporary spikes in the workload of bargaining unit employees, to meet needs in situations where there are insufficient resources to support adding a regular position, and during emergencies. Temporary employees are not members of the bargaining unit, unless and until they exceed six (6) months in any twelve (12) successive month period. Temporary employees are not subject to the provisions of this Agreement. With prior notice to the Union, the Employer may choose to hire a paid consultant instead of a temporary employee for up to six (6) continuous months. Temporary employees and/or paid consultants hired under this section will not be used by the Employer to displace current employees of the bargaining unit. Bargaining unit work will not be permanently assigned to temporary employees or paid consultants.

Initial Probationary Employees: New employees hired by the Employer, serving an initial probationary period of employment prior to achieving regular full-time or regular part-time status.

Initial Probationary Period of Employment: The initial six (6) months of work—including holidays but excluding other leave—each initial employee of the Employer must complete in order to achieve regular full-time or regular part-time employment status. The initial probationary period of employment provides an opportunity for the Employer to evaluate the performance of new employees, and for new employees to evaluate working for the Employer. During the initial probationary period of employment, initial probationary employees serve “at will” and may be terminated with or without cause, and without recourse to the grievance procedure stated in this Agreement. The Employer retains the right to extend the length of the initial probationary period of employment on a case-by-case basis.

Promotional Probationary Employees: Existing employees serving a promotional probationary period of employment.

Promotional Probationary Period of Employment: A probationary period of work—including holidays but excluding other leave—each existing employee of the Employer must complete upon promotion or transfer to a new classification. For employees promoted within their existing department (“street to street” or “office to office” promotions), the promotional probationary period shall be thirty (30) days. For employees receiving a promotion or transfer to a new department (“street to office” promotions or transfers), the promotional probationary period shall be six (6) months. During the promotional probationary period of employment, if the Employer determines that an employee is not satisfactorily performing in a new classification, the Employer shall return the employee to their previously-held position. A promotional probationary employee may also return to their previously-held position by preference, but only

if the position is still vacant, The Employer retains the right to extend the length of the promotional probationary period of employment on a case-by-case basis.

ARTICLE 2 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees in the two bargaining units, including all regular full-time, regular part-time, and initial/promotional probationary employees in the Public Works Division (the “Public Works” bargaining unit), and all regular full-time, regular part-time, and initial/promotional probationary employees serving in administrative support roles (the “Admin. Support” bargaining unit), excluding all other employees.

ARTICLE 3 – UNION MEMBERSHIP AND DUES

3.1 - Union Membership

All employees in the bargaining unit shall have the voluntary right to become members of the Union. The Employer agrees to remain neutral regarding Union membership. Should employees have specific questions about Union membership, the Employer will refer those employees to this Agreement and to a Union representative.

3.2 - Dues or Fees / Payroll Deduction

The Employer shall deduct Union dues or fees for all employees who individually and voluntarily authorize in writing such payroll deduction for each month’s paycheck(s), with copies of the signed authorization form provided to the Employer. The Union shall designate the amount to be deducted. Such amount shall be remitted to the Union within a reasonable time, without unnecessary delay by the Employer. Employees requesting to stop dues/fees deductions shall notify both the Employer and the Union of their request, with the Employer stopping deductions following written confirmation from the Union that the employee’s dues/fees deduction authorization has been terminated in compliance with the terms of the written authorization executed by the employee.

3.3 - Notification

The Employer shall annually, or at the specific request of the Union, provide the Union with a current list of all employees in the bargaining unit. The list shall include the name of each employee, date of hire, wage rate, job classification, and employment status.

The Employer will notify the Union of all newly hired employees hired into job classifications covered by this Agreement. The notification shall include the name of the employee, date of hire, wage rate, job classification, and employment status. The Employer will also notify the Union of any employee leaving the bargaining unit because of termination, layoff, promotion, demotion, transfer, or resignation. The notification shall include the name of the employee, date of termination, and job classification.

3.4 – PAC Contributions to D.R.I.V.E.

The Employer agrees to deduct from the paychecks of employees covered by this Agreement voluntary contributions to D.R.I.V.E. (Democrat, Republication, Independent Voter Education). The Union will notify the Employer of the amounts designated by each contributing employee, to be deducted from each paycheck. The Employer shall send to D.R.I.V.E. headquarters, on a monthly basis, a single check for the total amount deducted by employees, along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number, and the amount deducted from each paycheck. Contributions made by employees under this Section are entirely voluntary. By agreeing to this provision, the Employer does not endorse or condemn any particular political views associated with D.R.I.V.E.

The International Brotherhood of Teamsters, Teamster Local Union No. 117, shall reimburse the Employer annually for the Employer's actual costs incurred in administering the payroll deduction plan. Reimbursement shall be paid by the Teamsters within thirty (30) days of submission by the Employer. In the event the Teamsters no longer serve as the bargaining representative of the Public Works and Admin. Support Units, this section of the Article shall automatically terminate.

3.5 - Hold Harmless

The Union agrees to indemnify and hold the Employer harmless for any and all liabilities that arise or by reason of actions taken by the Employer pursuant to this Article, including the reimbursement of any legal fees or expenses incurred in connection with any claim, lawsuit, order, judgment, or liability asserted against the Employer in connection with this Article.

3.6 – New Hire Orientation

The Union through a Shop Steward or Union Representative shall have thirty (30) minutes during the employer's new hire orientation program to meet with the employee(s) for the purposes of filing out Union paperwork and orienting the employee to Union membership.

ARTICLE 4 – NON-DISCRIMINATION

4.1 – Non-Discrimination Based on Union Membership or Union Activity

In accordance with RCW 41.56, the Employer and Union agree that there shall be no discrimination against employees or Union officers because of membership in the Union or lawful union activity.

4.2 – Equal Opportunity, Anti-Harassment, and Non-Discrimination

Neither the Employer nor the Union shall discriminate against any employee or job applicant in violation of local, state, or federal employment laws and regulations. The Employer and the Union acknowledge their commitment and obligation to abide by all equal employment opportunity and non-discrimination laws. There shall be no discrimination, harassment, or retaliation based on race, color, religion, sex, sexual orientation, gender expression, gender identity, marital status, national origin, age, or the real or perceived presence of any sensory,

mental, or physical disability that does not prevent the proper performance of the job, unless based upon a *bona fide* occupational qualification.

ARTICLE 5 – UNION ACTIVITY

5.1 – Conduct of Union Business

Union business, such as handling grievances or other legitimate routine matters authorized by this Agreement, may be conducted on the Employer's premises provided that such business does not interfere with the Employer's operations or business. The Employer shall not unreasonably deny entry. Scheduled Union meetings may be held in the Employer's facilities subject to the foregoing restrictions.

5.2 – Paid Release Time for Bargaining

One (1) non-exempt employee of the Public Works bargaining unit, and one (1) non-exempt employee of the Admin. Support bargaining unit may be on regular paid status for any bargaining session, or portion thereof, occurring during the employee's scheduled hours of work. If the employee is not on duty during bargaining, then the employee will not be paid by the Employer.

5.3 – Bulletin Boards

The Employer shall provide space in a non-public area for a bulletin board which may be used by the Union for Union-related business, provided that no material shall be posted that is obscene or defamatory. If the Employer determines that a posting is deemed to be obscene or defamatory, the Employer shall remove the posting and return it to a Union representative.

ARTICLE 6 – MANAGEMENT RIGHTS

6.1 – Purpose

The Union recognizes the Employer has a legitimate need to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are retained by the Employer.

6.2 – Specific Rights Enumerated

In accordance with Washington law and RCW 41.56, the Employer and the Union agree to a specific list of management rights. Most notably, the direction of the workforce is vested exclusively with the Employer. This shall include, but is not necessarily limited to, the right to:

1. Direct and manage employees;
2. Hire, promote, transfer, assign, re-assign, and retain employees;
3. Suspend, demote, discharge, or take other disciplinary action against employees in accordance with the discipline and separation provisions of this Agreement;

4. Relieve employees from duty because of lack of work, budget constraints, or other legitimate reasons;
5. Maintain the efficiency of the Employer's operations;
6. Determine the methods, means, and personnel by which the Employer operates and conducts its business;
7. Develop, amend, and enforce reasonable written policies, procedures, rules, or regulations governing the workplace, including those described in the Employer's personnel policy manual, provided that such policies, procedures, rules, and regulations do not conflict with the provisions of this Agreement, and provided the Union may request to bargain the reasonableness of any amendments to policies, procedures, rules, and regulations impacting the terms and conditions of this Agreement; and
8. Take any reasonable actions necessary in conditions of emergency, regardless of prior commitments, to carry out the duties and mission of the Employer.

Provided, however, that items (1)-(8) above shall not conflict with any terms and conditions stated in this Agreement or other supplemental agreements with the Union.

6.3 – Notice to the Union of the Exercise of Management Rights

The Employer shall provide the Union with thirty (30) calendar days' notice of the exercise of any non-routine management right that, in the Employer's opinion, affects wages, hours, or working conditions. Should thirty (30) calendar days' notice not be operationally feasible, or emergent issues arise, the Employer will provide reasonable notice. The Employer agrees to engage in any impact bargaining over the effects of the exercise of any management right, including the reasonableness of amendments or revisions to its personnel policies impacting the terms and conditions of this Agreement, as required by Washington law and RCW 41.56.

6.4 – Court Personnel Governed by General Rule 29(f)

Pursuant to the requirements of Washington's General Rule 29(f), the parties to this Agreement recognize the Presiding Judge of Black Diamond Municipal Court is delegated the exclusive authority over any and all court personnel covered by this Agreement with respect to working conditions, hiring, discipline, and termination decisions, but excluding wages or benefits directly related to wages (collectively, "non-wage related working conditions"). In accordance with GR 29(f), the classification of Court Clerk covered by this Agreement reports directly to the Presiding Judge. Any Article or subsection of this Agreement pertaining to non-wage related working conditions of the Court Clerk, or any other court personnel later covered by this Agreement, shall be imputed to the Presiding Judge, regardless if the language of this Agreement refers to "Employer," or "City," or "Mayor." The parties also recognize that the judicial and administrative duties set forth in GR 29(f) rest exclusively with the Presiding Judge and cannot, by operation of law, be delegated to either the legislative or executive branches of the City's government. In the event any Article or subsection of this Agreement violates GR 29(f) or

abridges the Presiding Judge's responsibilities under GR 29(f), that Article or subsection shall be invalidated.

ARTICLE 7 – HOURS OF WORK

7.1 – FLSA Work Week

For all non-exempt employees, the designated work week shall consist of forty (40) hours within a consecutive seven (7) day period. The work week shall begin at 12:00 a.m. Monday and end at 11:59 p.m. on Sunday, unless otherwise specified.

7.2 – Work Schedule for Non-Exempt Employees

The work week for non-exempt regular full-time employees shall normally be comprised of eight (8) consecutive hours of work, totaling forty (40) hours per work week (a "5/8" schedule). However, the Employer may assign employees to a work schedule different from the 5/8 schedule in order to meet business and customer service needs. In the event of a deviation from the 5/8 schedule, the Employer will provide affected employees with ten (10) working days' notice, except by mutual agreement. Full-time employees may request to work a schedule different from a 5/8 schedule, which shall be subject to Employer agreement. Part-time employees will work a schedule as set by their supervisor, based on the business and operational needs of the City. In the event of a deviation from a part-time employee's regular schedule, the Employer will provide affected part-time employees with ten (10) working days' notice, except by mutual agreement. The notice requirements do not apply to part-time employees hired to work a flexible work schedule or hired into a floater position. Absent mutual agreement, employees will be provided at least two (2) consecutive days off per work week and will not be required to work split shifts. Nothing in this Article prevents the Employer from changing work schedules in response to emergency situations.

The parties agree to the following meal and rest periods, which supersede WAC 296-126-092 pursuant to RCW 49.12.187.

- a. Meal Period** – Employees are provided with a thirty (30) minute unpaid meal period per regular work shift, to be taken as close to the middle half of each regular work shift as reasonably possible, in no event taken no less than two (2) hours and no more than five (5) hours from the beginning of a work shift. If an employee is required by the Employer to remain on duty during a meal period, the employee shall be paid for the meal period. Employees may waive their meal period with prior approval by a supervisor. If an employee is required to work three (3) or more hours longer than a normal work day, the employee shall be allowed to take one thirty (30) minute unpaid meal period prior to or during the overtime period.
- b. Rest Periods** – Employees are provided with two (2) fifteen (15) minute paid rest breaks per regular working shift, to be taken approximately midway in each half of the regular work shift. An employee required to work beyond ten (10) consecutive hours in any one

day shall be provided another fifteen (15) minute rest period after the ten (10) hour threshold. Rest periods shall be scheduled to avoid interfering with the Employer's operations and service, provided employees are not required to work more than three (3) hours without a rest break.

ARTICLE 8 – SENIORITY

8.1 – Definition of Seniority

- a. Seniority within the Employer—the length of continuous employment of a regular full-time employee, regular part-time employee, or promotional probationary employee with the Employer. Seniority within the Employer shall begin on the date of hire.
- b. Seniority within a Classification—the length of continuous employment of a regular full-time employee, regular part-time employee, or promotional probationary employee within a particular job classification. Seniority within a classification shall begin on the date of transfer to a new classification.

8.2 – Employee Classifications

- a. **Regular Full-Time, Regular Part-Time, and Promotional Probationary Employees –** Seniority applies to regular full-time, regular part-time, and promotional probationary employees. Regular part-time employees earn seniority based on a pro-rated percentage of regular full-time employees (for example, a 0.5 regular part-time employee working 20 hours per week will earn 0.5 service credits per month).
- b. **Initial Probationary Employees –** Initial probationary employees shall not have seniority during the initial probationary period of employment. Upon completion of the initial probationary period of employment, an employee's most recent date of hire with the Employer shall be the employee's seniority date.

8.3 – Breaks in Seniority

Seniority shall be broken by resignation, discharge supported by just cause, retirement, layoff of more than twelve (12) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff. A break in seniority results in a loss of seniority.

ARTICLE 9 – OVERTIME AND CALL-BACK

9.1 Overtime Eligibility and Requirements

Overtime is provided only to employees who are not exempt from coverage under state and federal wage and hour laws. As a condition of employment, overtime may be required when determined by the Employer. Overtime must be authorized in writing by the Employer before any overtime hours are worked.

9.2 – Overtime Hours

Overtime is defined as hours worked in excess of forty (40) hours in a work week. Hours worked in a work week exclude periods of paid leave, including holidays, vacation, sick leave, and all other forms of paid leave. Effective the first pay period after ratification of this Agreement, holidays shall count towards hours worked for the purpose of overtime.

9.3 – Overtime Compensation

Overtime is paid at a rate of one and one-half (1.5) times an employee's regular rate of pay.

9.4 – Call-Back

Employees of the Public Works and Admin. Support bargaining units may be called back to work outside of regular working hours. Only designated employees will be subject to mandatory call-back, in accordance with the stand-by provisions of Article 9.5 below and the Employer's stand-by/on-call policy. An employee who is required to return to the worksite in person for unscheduled work outside of their regular working hours shall receive a minimum of two (2) hours at the regular rate of pay, or the actual amount of time worked greater than two (2) hours, whichever is greater. Effective the first pay period after ratification of this Agreement by both parties, an employee who is required to return to the worksite in person for unscheduled work outside of their regular working hours shall receive a minimum of two (2) hours at the rate of one and one-half (1.5) times the employee's regular rate of pay, or the actual amount of time worked greater than two (2) hours, whichever is greater.

9.5 – Stand-By "On-Call" (Applicable to Public Works)

Employees of the Public Works bargaining unit placed on stand-by receive one (1) hour of pay at their regular rate for each eight (8) hour stand-by shift. All other terms are stated in the Employer's stand-by/on-call policy. The Employer agrees to notify the Union of any proposed changes to the stand-by policy impacting wages, hours, or working conditions. Solely for purposes of this section, the parties agree that employees of the Public Works Division, including supervisors, who are not members of the bargaining unit may be assigned to stand-by shifts and any associated on-call/call-back work.

9.6 – Compensatory Time

With the approval and at the discretion of the Employer, non-exempt employees may request to accrue compensatory time in lieu of overtime pay. In such cases, compensatory time shall accrue at the rate of one and one-half (1.5) hours for each overtime hour worked. Compensatory time

is intended as a benefit to employees. Under no circumstances shall an employee be required to accept compensatory time instead of overtime pay.

- a. **Scheduling Compensatory Time Off** - Employees must request to use compensatory time in advance with the Employer. Employees who request compensatory time off shall be permitted to use such time with a reasonable period after making a request, provided the use of compensatory time off does not unduly impact the Employer's operations. The Employer reserves the right to control the scheduling of compensatory time off to ensure operational and departmental needs are met.
- b. **Maximum Accrual** - The maximum accrual of compensatory time is forty (40) hours. Employees who have reached the maximum accrual will receive pay for additional hours worked at applicable overtime or straight time rates.
- c. **Cash-Out** – Compensatory time not used by November 30, or scheduled by November 30 for use before the end of the calendar year, will be cashed out in the first regular payday following November 30. Compensatory time will also be cashed out for employees who separate, voluntarily or involuntarily, from the Employer. All cash outs will be paid at employees' straight time rates.

ARTICLE 10 – HOLIDAYS

10.1 – Recognized Holidays

The following holidays are recognized by the Employer for all regular full-time, regular part-time, and initial/promotional probationary employees of the bargaining unit:

New Year's Day	January 1
Dr. Martin Luther King Jr. Day	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	4 th Monday of May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday of September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday of November
Native American Heritage Day	4 th Friday of November
Christmas Eve Afternoon	Last 4 hours of the employee's shift on December 24
Christmas Day	December 25
Floating Holiday (1)	Discretionary

Holidays begin at 12:01 a.m. and end at 12:00 p.m. on the designated date.

If the City is required by law to provide additional paid holidays, the City will comply with the law.

10.2 – Holidays During Paid Leave

Holidays occurring during employees' absence on paid vacation or paid sick leave shall not be considered part of the vacation or sick leave expended.

10.3 – Holiday Pay for Non-Exempt Employees

Non-exempt regular full-time employees, including initial/promotional probationary employees, not required to work on a holiday are paid their regular rate of pay for the holiday. Non-exempt regular full-time employees, including initial/promotional probationary employees, required to work on a holiday may choose one of two options:

1. The employee may take the next convenient regular work day off, or if less than a full day was actually worked on a holiday, the applicable number of holiday hours worked, if within the same work week. The determination of "convenient" shall be mutually agreed upon by the Employer and affected employee.
2. The employee may be paid at the rate of two (2) times their regular rate of pay for those hours worked falling on a holiday.

Non-exempt regular part-time employees, including initial/promotional probationary employees, will receive a pro-rated portion of holiday pay based on works worked by regular full-time employees. Non-exempt regular part-time employees, including initial/promotional probationary employees, are only eligible to receive holiday pay for holidays falling on days the employees were regularly scheduled to work.

10.4 – Holidays on Saturday and Sunday

Any holiday falling on a Saturday will be celebrated on the preceding Friday. Any holiday falling on a Sunday will be celebrated on the following Monday.

10.5 – Floating Holiday

Regular full-time, regular part-time, and promotional probationary employees who have been employed by the Employer for at least one (1) year may select one (1) floating holiday each calendar year, subject to approval of the Employer. Dates requested by Employees will be approved based on the following criteria:

1. An employee gives at least seven (7) days advance notice to the Employer, unless mutually agreed otherwise.
2. The particular day selected by an employee does not prevent the Employer from providing continued public service or otherwise unduly impact Employer operations.
3. The floating holidays must be taken each calendar year. Floating holidays do not rollover from year to year. At the discretion of the Employer, when an employee has reasonably

made requests to use a floating holiday, and those requests have been denied, the floating holiday may be carried over to the earliest convenient date in the next calendar year. The determination of “convenient” shall be mutually agreed upon by the Employer and the affected employee.

4. Regular part-time employees, including promotional probationary employees who work on a part-time basis, will receive a pro-rated portion of floating holiday hours based on works worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week earns one-half (0.5) floating holiday per calendar year).

ARTICLE 11 – VACATION LEAVE

11.1 – Vacation Accrual

Regular full-time employees of the bargaining unit, including initial/promotional probationary employees, earn vacation leave as follows:

Year of Employment	Vacation Hours Earned
0-5 years	8 hours per month
6-9 years	10 hours per month
10-15 years	12 hours per month
16-19 years	14 hours per month
20+ years	16 hours per month

Regular part-time employees of the bargaining unit, including initial/promotional probationary employees, earn a pro-rated portion of vacation leave based on hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week, with 0-5 years of seniority, shall earn six (6) vacation days per year).

Vacation time is accrued from the date of hire, but cannot be used by initial probationary employees until the successful completion of the initial probationary period. Employees shall receive all accrued and unused vacation paid out at the time of separation at their base wage rate. If an initial probationary employee separates employment from the Employer (for any reason) prior to completion of the initial probationary period of employment, the cash out of

vacation leave shall be granted if the employee separates in good standing (as determined by the Employer).

Vacation leave may not be used in the month it is earned.

11.2 – Vacation Carry-Over

Employees may only carry-over accrued vacation leave from calendar year to calendar year in the amounts set forth below. Once an employee reaches the applicable threshold, the employee shall not accrue any additional vacation leave unless approved by the Employer.

0-5 years	144 hours maximum
6-9 years	180 hours maximum
10-15 years	216 hours maximum
16-19 years	252 hours maximum
20+ years	288 hours maximum

The allowed carry-over of vacation leave for eligible regular part-time employees is based on a pro-rated portion based on the hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week, with 0-5 years of seniority, shall be permitted to carry over a maximum of 72 hours per calendar year).

11.3 – Vacation Requests

The Employer retains the right to approve and deny vacation requests, provided that vacation requests may not be unreasonably denied. Vacation days may not be taken without prior approval from the Employer. Employees are responsible for planning their annual vacation leave and submitting vacation requests to the Employer well in advance of the leave requested so that disruption to the Employer's operations is minimized. Vacation requests shall be submitted in writing to an employee's immediate supervisor. If an immediate supervisor is unavailable, the request shall be submitted to the Public Works Director (for Public Works bargaining unit employees) or the City Clerk/Human Resources Director (for Admin. Support bargaining unit employees). Vacation requests shall normally be approved or denied within five (5) working days of their submission, although employees may request expedited processing if warranted by the circumstances. In the event of a bona fide staffing emergency, the Employer retains the right to cancel scheduled vacations. Vacation may be taken in increments of one-half (0.5) hour.

ARTICLE 12 – SICK LEAVE

12.1 – Sick Leave Accrual

Regular full-time employees of the bargaining unit, including initial/promotional probationary employees, earn paid sick leave at the rate of eight (8) hours per month. Paid sick leave is accrued from the date of hire. Absent exigent circumstances, approved by the Employer in advance, initial probationary employees may not use accrued paid sick leave until the sixtieth (60) calendar day after the commencement of employment.

Regular part-time employees of the bargaining unit, including initial/promotional probationary employees, earn a pro-rated portion of paid sick leave based on hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working twenty (20) hours weekly earns four (4) hours of paid sick leave per month).

Sick leave that is accrued, but unused, in a calendar year shall be accumulated for subsequent calendar years, up to a maximum annual carry-over of one thousand and one hundred and forty hours (1,140). Employees granted paid sick leave continue to accrue paid sick leave while on paid sick leave.

12.2 – Permitted Use of Sick Leave

Paid sick leave is a conditional benefit based on qualifying medical conditions or circumstances. Employees may use paid sick leave for the following situations:

1. The employee's own health condition (illness, injury, physical or mental disability, or any period of temporary disability resulting from pregnancy or childbirth).
2. The employee's forced quarantine in accordance with community health requirements.
3. The employee's medical or dental appointments, or those of the employee's immediate family.
4. As an extension of bereavement leave, in accordance with the terms of this Agreement governing bereavement leave.
5. Illness of a member of the employee's immediate family which requires the employee to provide care for the immediate family member.
6. The lawful use of a prescription drug which impairs the employee's job performance or safety.
7. Attendance at appointments as part of any Employee Assistance Program (EAP) offered by the Employer.
8. When the Employer has been closed by order of a public health official for any health-related reason, or when an employee's child's school or place of care has been closed for any health-related reason.
9. Any absence that qualifies for leave under Washington's domestic violence, sexual assault, and stalking statute, RCW 49.76.
10. Any other situation where sick leave is required by applicable law or legal authority.

For purposes of this section, "immediate family" includes spouse, registered domestic partner, children, stepchildren, foster children, siblings, grandparents, parents of the employee or the

employee's spouse, grandchildren, and any other familial inhabitant of the employee's household. If the City is required by law to provide sick leave to additional family members, the City will comply with the law.

12.3 – Sick Leave Procedure

1. An employee using sick leave shall inform the Employer as soon as possible.
2. Sick leave may be used once it is earned. Sick leave is deemed "earned" when reported on end-of-month payroll statements.
3. For absences in excess of three (3) consecutive sick days the Employer may require the employee to obtain a doctor's statement verifying the necessity for use of sick leave. Any employee requested to provide a doctor's statement or other medical verification in connection with the use of sick leave may be excused if the employee can establish an "unreasonable burden or expense," as that phrase is interpreted by Washington law, that cannot be mitigated by the City.
4. The Employer may, at its discretion, require that an employee be evaluated by an independent doctor, specified by the Employer, and at the Employer's expense, to determine whether the employee is able to perform the essential functions of their job, to determine any functional limitations the employee's condition may impose on their job duties, and to assist in evaluating the employee's return to work options and any reasonable accommodation.
5. Prior to returning to work, the Employer may require a written release from an employee's doctor certifying the employee's fitness to return to duty.
6. Employees who fail to provide proper notice, obtain a doctor's statement when requested, or who otherwise violate this section may be denied paid sick leave and/or may be subject to disciplinary action unless otherwise prohibited by Washington law.

12.4 – Sick Leave Donation

Employees are permitted to donate a portion of their accumulated paid sick leave to other employees in accordance with the terms and conditions stated in the Employer's personnel policy manual.

12.5 – Sick Leave Cash-Out

Upon separation of employment in good standing (as determined by the Employer), regular full-time, regular part-time, and promotional probationary employees may receive compensation for accrued, but unused, paid sick leave based on the following formula:

End of probationary period of employment through Year 1	0% cash-out
Year 1 through Year 5	10% cash-out

Year 6 through Year 12	20% cash-out
Year 13 through Year 20	30% cash-out
Year 21 through Year 24	40% cash-out
Year 25 and over	50% cash-out

Sick leave cash-outs shall be based on 100% of the value of each sick leave hour, up to the maximum cash-out percentages listed above. For example, an employee who separates from the City with seven (7) years of completed service is entitled to a 20% cash-out. Assuming the employee has 100 hours of accumulated sick leave, the employee would receive 20% of the total hours (20 hours) cashed-out at 100% of their value. The remaining sick leave hours are surrendered.

ARTICLE 13 – OTHER LEAVE

13.1 – Paid and Unpaid Leave Required by State or Federal Law

The Employer provides employees with 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 USC § 2601 et seq. and RCW 50A).
- b. Family Care Act Leave (RCW 49.12.265 & WAC 296-130).
- c. Pregnancy Disability Accommodation (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. Leave for Certain Emergency Services Personnel (RCW 49.12.460).

Leave eligibility, benefits, and requirements are determined by applicable state or federal law and will be administered according to the Employer's personnel policies manual. In the event the Employer's personnel policies manual conflicts with state or federal law, then the minimum requirements of the law shall apply.

13.2 – Bereavement Leave

Regular full-time, regular part-time, and initial/promotional probationary employees are entitled to up to five (5) days of paid bereavement leave for the death of an immediate family member. The specific length of paid bereavement leave shall be determined by the Employer.

For purposes of this section, "immediate family" includes spouse, registered domestic partner, children, stepchildren, foster children, a child's spouse, siblings, grandparents, parents of the employee or the employee's spouse, grandchildren, and any other familial inhabitant of the employee's household.

For regular full-time and regular part-time employees, including promotional probationary employees but excluding initial probationary employees, any additional bereavement leave needed by an employee may be deducted from any accrued paid time off, including paid vacation leave and paid sick leave, if available. Paid bereavement leave, or other paid leave taken as additional bereavement leave, must be taken within thirty (30) days of the date of death of an immediate family member.

13.3 – Unpaid Religious Leave

Pursuant to RCW 1.16.050(3), an 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 Employer's personnel policies manual. In the event the Employer's personnel policies manual conflicts with Washington law, then the minimum requirements of the law shall apply.

13.4 – Jury Duty

Employees are entitled to leave for jury duty service as required by law. Regular full-time and regular part-time employees, including initial/promotional probationary employees, shall be paid their straight time rate of pay for all hours of jury duty occurring during their regular working hours, provided they comply with the following conditions:

1. The employee remits to the Employer all compensation received for jury duty service (excluding travel or other reimbursable expenses).
2. The employee provides their jury duty summons to the Employer as soon as possible after it is received. Upon completion of jury duty service, the employee must also provide the Employer with proof of jury service.
3. The employee reports back to work on each day that they are released from jury duty during their regular working hours.

All employees of the bargaining unit receive leave if subpoenaed to testify in a judicial proceeding. The Employer retains the right to treat the leave as unpaid leave, unless the employee is a witness in a lawsuit or legal matter in their official capacity.

13.5 – Other Leaves of Absence

The Employer retains the right to grant an unpaid leave of absence to employees who require a leave of absence not covered by any other type of leave and who have exhausted all available leave banks. The decision to grant unpaid leave is determined by the Employer on a case-by-case basis. The terms of conditions of an unpaid leaves of absence are set by the Employer's personnel policies manual.

ARTICLE 14 – HEALTH AND WELFARE BENEFITS

14.1 – Eligibility for Insurance Benefits

Regular full-time employees, including promotional probationary employees who are employed on a full-time basis, are eligible for enrollment in the Employer's health insurance plans. Regular part-time employees working more than thirty (30) hours per week are also eligible for enrollment in the Employer's health insurance plans. Initial probationary employees are eligible for enrollment in the Employer's health insurance plans in the first full calendar month following the month of hire.

14.2 – Health Insurance Benefits

The Employer offers health insurance to eligible employees, their spouses, and their dependents through the Association of Washington Cities (AWC). The Employer offers the choice of two health plans: (1) AWC HealthFirst 250 and (2) AWC Kaiser \$200 Deductible. The Employer shall pay 100% of the premium for eligible employees and 75% of the premium for spouses and dependents. Eligible employees are responsible for payment of 25% of the premium for spouses and dependents. Effective the first pay period after ratification of this Agreement by both parties, the Employer shall pay 80% of the premium for spouses and dependents, and eligible employees are responsible for payment of 20% of the premium for spouses and dependents. The terms and conditions of enrollment and coverage are stated in the Employer's personnel policies manual and/or AWC's enrollment materials. The Employer reserves the right to make changes to both the insurance carrier and the specific health insurance plans offered to employees, but will bargain the impacts of any such changes.

The Union agrees to make a good-faith effort to promote AWC's WellCity premium discount and encourage employees to participate.

14.3 – Dental Insurance Benefits

The Employer offers dental insurance through Delta Dental. The Employer pays 100% of the cost of premiums. The Employer reserves the right to change dental insurance carriers and plans assuming benefit levels are not substantially altered.

14.4 – Employee Assistance Program

The health insurance plan selected by employees may offer a voluntary Employee Assistance Program (EAP). The program, if available through the health insurance plan, offers voluntary professional and confidential counseling and assistance to employees whose job performance, health, or well-being are adversely affected by personal reasons. Employees who seek such counseling and assistance may elect to use accrued paid sick or vacation leave for time spent during working hours.

14.5 – Industrial Insurance

Industrial insurance during regular working hours shall be provided in accordance with Washington law.

14.6 – Life Insurance

The Employer provides life insurance through Standard Life and Accident Insurance Company. The Employer pays 100% of the cost of premiums and provides coverage in the amount of \$20,000 per employee and a limited option of up to \$1,000 per spouse/child. The Employer reserves the right to change life insurance carriers and plans assuming benefit levels are not substantially altered.

14.7 – Long-Term Disability Insurance

The Employer provides long-term disability insurance through Standard Life and Accident Insurance Company. The Employer pays 100% of the cost of premiums. The Employer reserves the right to change life insurance carriers and plans assuming benefit levels are not substantially altered.

14.8 – Washington Paid Family and Medical Leave (RCW 50A.10)

Employees have access to family leave and medical leave benefits based upon the requirements of Washington law, RCW 50A.10. Employees pay the designated employee share of premiums by way of payroll deduction. Should the Employer grow in size beyond 50 employees, it will pay the designated employer share of premiums.

14.9 – Vision and Orthodontia Coverage

Beginning the first month after this Agreement has been ratified by both parties, the Employer shall pay one hundred percent (100%) of the premiums necessary for the purchase of employee coverage and one hundred percent (100%) of the premium necessary for dependent coverage under the AWC Washington Vision Service Plan (\$25 deductible). In conjunction with its health insurance plans, AWC offers optional enrollment in orthodontia coverage. The current plan offering is Orthodontia – Plan V. This plan requires 100% participation by the bargaining unit. The bargaining unit, as a whole, may elect to enroll in Orthodontia – Plan V at their sole expense.

14.10 – Benefits During Leaves of Absence

Unless otherwise required by law, employees on unpaid leaves of absence do not receive or accrue employee benefits. Eligible employees may, however, elect at their sole expense to continue their health insurance coverage at regular rates.

14.11 – Washington Cares Fund

The Employer will comply with the Washington State Cares Fund (Long Term Care insurance) program. Premiums are established by the State of Washington. Employees who have not been granted an exemption through the State will pay the designated employee premiums via payroll deduction.

ARTICLE 15 – WAGES

15.1 – Classifications, Wages, and Salary Schedule

Wages, steps, and ranges for all employee classifications in the bargaining unit are listed in Appendix A to this Agreement.

15.2 – Step Dates

Regular full-time, regular part-time, and promotional probationary employees shall have their wages increased to the next step on their step-increase eligibility date, upon a satisfactory performance evaluation, and subject to the availability of funding in their department. For all employees hired on or before September 1, 2015, the step-increase eligibility date is the first day of the month of hire. For all employees after September 1, 2015, including all future employees, the step-increase eligibility date is the first day of the month of hire if hired from the 1st through the 15th of the month, or the first day of the month following the month of hire if hired from the 16th through the 31st of the month. An employee who promotes or demotes shall have their step-increase eligibility date reset to the date of their promotion or demotion.

15.3 – Higher Education Premium

Regular full-time, regular part-time, and initial/promotional probationary employees are eligible for the following higher education premiums added to their regular rate of pay:

- | | |
|------------------------------------|------|
| • Associate Degree (2 year degree) | 2.0% |
| • Bachelor Degree (4 year degree) | 4.0% |
| • Masters, Professional, or PhD | 6.0% |

Premiums for multiple degrees do not compound. Each employee eligible for a higher education premium must present a copy of their degree to the Employer. A copy of the degree will be included in the employee's personnel records. The Employer will review each degree to determine whether the degree qualified for a higher education premium. Higher education premium requests are subject to a requirement that the degree be relevant to the employee's position, in the Employer's judgment, as follows: (1) effective January 1, 2021 for employees hired on or after January 1, 2021; and (2) effective January 1, 2023 for employees hired prior to January 1, 2021. The Employer may verify the legitimacy of any degree presented by an employee.

15.4 – Certification Premium (Applicable to Public Works)

In lieu of a higher education premium provided by Section 15.3 of this Article, regular full-time, regular part-time, and initial/promotional probationary employees of the Public Works bargaining unit are eligible for certification premiums added to their regular rate of pay. Employees receiving certification premiums shall receive a premium of thirty-five dollars (\$35) per month per eligible certification, to a maximum of one-hundred and forty (\$140) dollars per month.

Certifications held by an employee are eligible for certification premiums only if they exceed the minimum qualifications of the classification held by the employee and provide a benefit to the Employer. In making these determinations, the Employer will review the employee's job description and consider input provided by the employee, the employee's immediate supervisor, and the Public Works Director. If an employee's request for a certification premium is denied,

the employee may appeal to the Mayor for a final determination. Admin. Support bargaining unit employees are not eligible for certification premiums.

Certifications eligible for premium pay may include, but are not necessarily limited to, the following:

- CDL Class A or Class B
- CDL Endorsement for Hazardous Waste
- CDL Endorsement for Tanker
- Water Distribution Specialist (Trainee, I, and II)
- Water Distribution Manager (I, II, III, and IV)
- Waste Water Collection Specialist (I and II)
- Cross Connections Control Specialist
- Water Treatment Plant Operator (I and II)
- Septic System Inspector
- Backflow Prevention Assembly
- Asbestos Pipe
- Traffic Signal Technician
- Roadway Lighting Specialist
- Playgrounds
- Associate Signs & Markings Specialist (I, II, and III)

Any employee seeking certification is personally responsible for initial certification costs. Prior to incurring such costs, an employee should formally receive a determination from the Employer that the certification will qualify for a premium. If an employee is required to attend classes in order to obtain an eligible premium, the employee may request release time (unpaid unless the employee elects to use paid vacation or compensatory time off) or a modified work schedule. The Employer will accommodate requests for release time or a modified work schedule when operationally feasible. Once an employee has received an eligible certification, the Employer shall pay for all subsequent renewal fees. Payment for eligible certifications will become effective at the beginning of the next pay period and will not be paid retroactively. If an employee is promoted or transferred into a new classification, and a certification previously eligible for premium pay becomes a minimum qualification of the new classification, then the premium pay for that certification shall cease.

Multiple certifications held within the same series (*i.e.* CDL Class A and B) only qualify for one premium. Each employee eligible for a certification premium must present a copy of their certification to the Employer, to be included in the employee's personnel file. The Employer may verify the legitimacy of any certification presented by an employee.

15.5 – Pension Contribution

The Employer shall make pension contributions to Washington's Public Employees' Retirement System (PERS) for each eligible employee, based on the terms and conditions imposed by

Washington law. Participating employees shall pay any required amounts towards contribution costs by means of a payroll deduction.

15.6 – Deferred Compensation Contribution

The Employer participates in the Washington State Deferred Compensation Program. Regular full-time, regular part-time, and initial/promotional probationary employees may voluntarily participate as an avenue to save for retirement. Effective January 1, 2021, the Employer shall match an employee's contribution on a dollar for dollar basis, up to twenty five (\$25.00) per month. Effective January 1, 2024 or the first pay period after ratification of this Agreement by both parties if later, the Employer shall match an employee's contribution on a dollar for dollar basis, up to \$35.00 per month. Participation in the Washington State Deferred Compensation Program and the Employer's matching program shall be regulated by Washington and guidance from the Internal Revenue Service.

15.7 – Out of Class Pay

Effective the first pay period after ratification of this Agreement by both parties, an employee assigned in writing in advance by the Employer to fill the duties and responsibilities of a higher job classification for a minimum of five consecutive workdays is eligible for out of class pay for hours authorized by the Employer to be worked in the higher classification. Out of class pay is equal to 5% of the assigned employee's base wage.

ARTICLE 16 – DISCIPLINE AND SEPARATION

16.1 – In General

All employees of the bargaining unit are expected to comply with the Employer's policies governing anti-harassment, anti-discrimination, and the code of conduct. All discipline and discharge actions for regular full-time, regular part-time, and promotional probationary employees shall be for "just cause." The Employer retains the right to discipline and initial probationary employees as "at will" employees, with or without cause, and without recourse to the grievance procedure stated in this Agreement.

16.2 – Disciplinary Steps

Disciplinary action shall include the following progressive steps, unless otherwise provided below:

- a. Verbal warning.
- b. Written reprimand.
- c. Suspension without pay.
- d. Permanent or temporary demotion.
- e. Discharge.

The Employer may tailor discipline to respond to the nature and severity of the offense and the employee's prior disciplinary record. The steps of the discipline structure will usually be

sequential unless the gravity of an offense, or other extenuating circumstances, justify a more severe response.

16.3 – Verbal Warnings and Written Reprimands

- a. Verbal warning** – The Employer may issue a verbal warning at any time for cause. A verbal warning shall carry no additional penalty. The Employer may record having issued a verbal warning. If the Employer records the instance of a verbal warning, then the record shall reflect the nature and date of the offense, the date of the verbal warning, and the substance of the warning.
- b. Written reprimand** – The Employer may issue a written reprimand at any time for cause. A written reprimand must state the nature and date of the offense, describe the expected employee behavior, and cite the authority (Employer authority, professional expectations, or the law) for the expected employee behavior. A written reprimand shall carry no additional penalty.
- c. Grievance procedure** – Verbal warnings are not subject to the grievance procedure. Written reprimands may be grieved through Step 2 of the grievance procedure. If the Union has grieved a written reprimand through Step 2 of the grievance procedure and the Employer later relies on the written reprimand for purposes of imposing a higher level of discipline, then the Union shall have the opportunity at grievance arbitration to contest the merits of the written reprimand alongside the higher level of discipline.

16.4 – Discipline Procedure Other Than Verbal Warning or Written Reprimand

- a. Notice of Pre-Disciplinary Meeting** – If the Employer is considering imposing discipline other than a verbal warning or written reprimand, the Employer shall inform the employee in writing. The written notice shall describe the event or conduct to enable the employee to understand the general nature of the concern or allegations, modified by what the Employer has learned to date through any investigation or otherwise.
- b. Pre-Disciplinary Meeting** – Upon at least twenty-four (24) hours written notice to both the employee and the Union, the Employer may call a pre-disciplinary meeting at which the Employer will provide the employee an opportunity to respond. The employee may elect to attend the pre-disciplinary meeting accompanied by a Union representative.
- c. Disciplinary Decision** – No sooner than the day following the close of a pre-disciplinary meeting, but no later than twenty-one (21) working days after the close of a pre-disciplinary meeting, the Employer shall inform the employee and the Union in writing of the Employer's decision.

16.5 – Employer Investigations

- a. **Duty to Cooperate** – Employees have an obligation to cooperate with any investigation conducted by the Employer. Failure to do so will be considered insubordination and will be grounds for discipline.
- b. **Union Representation** – If the Employer elects to conduct a disciplinary investigation, an employee is entitled, at their request, to have Union representation during any investigatory interview conducted by the Employer that the employee reasonably believes may result in their discipline or discharge. During such an investigatory interview, a participating Union representative will be given the opportunity to ask questions, offer additional information, and counsel the employee, but may not obstruct the Employer's investigation.
- c. **Administrative Leave** – The Employer may, at its discretion, place employees on paid administrative leave during an investigation. Employees on such paid administrative leave must remain available during their normal hours of work and are not permitted to accept outside employment. Placement on paid administrative leave is not subject to the grievance procedure stated in this Agreement.

16.6 – Resignation and Retirement

Employees are expected to provide a minimum of two weeks' notice of planned resignations or retirements.

16.7 –Personnel Files

- a. **Right to Inspect** - An employee, upon written request to the Employer, shall have the right to inspect the entire contents of their personnel file. The inspection shall take place on the Employer's premises at a date and time mutually agreeable to the Employer and employee.
- b. **Disclosure** – Upon receipt of any court order or subpoena seeking documents from an employee's personnel file, the Employer will provide the employee with a copy of the order or subpoena. Upon receipt of a request for personnel records under the Public Records Act, the Employer will comply with RCW 42.56.250(2) as it currently exists or is hereafter amended.

16.8 – Removal of Disciplinary Records

Employees may request, in writing, the removal of disciplinary records from their personnel files in accordance with the following terms and conditions:

- a. **Verbal Warning** – Written records of a verbal warning may be removed after twelve (12) months without a reoccurrence of the same or similar conduct giving rise to the verbal warning.

- b. Written Reprimand – Written reprimands may be removed after twelve (12) months without a reoccurrence of the same or similar conduct giving rise to the written reprimand.
- c. Suspensions – Suspensions may be removed after thirty-six (36) months without a reoccurrence of the same or similar conduct giving rise to the written reprimand.

When a disciplinary record is removed from an employee's personnel file, it shall not be considered for purposes of progressive discipline, but may be introduced as evidence by either the Employer or the Union during grievance arbitration. Records of disciplinary action removed from personnel files in accordance with this Article shall be kept by the City as required by Washington state records retention laws and the Employer's records retention policies.

ARTICLE 17 – GRIEVANCE PROCEDURE

17.1 – In General

The Employer and the Union recognize the need for fairness and justice in the adjudication of employee grievances. Employees are encouraged to attempt to resolve complaints through informal discussions with the Employer and any applicable supervisors. An employee presenting an informal grievance shall have the option of being accompanied by a Union representative. If a grievance cannot be resolved informally, the grievance will be settled according to the procedure provided below.

17.2 – Definition of Grievance

A grievance is a dispute between the Employer and the Union, on the Union's own behalf or on behalf of an employee or group of employees, over an alleged violation, misinterpretation, or misapplication of an express Article, section, term, or provision of this Agreement. Verbal warnings are not subject to the grievance procedure. Written reprimands may only be grieved pursuant to the terms of Article 16.3(c).

17.3 – Election of Remedies

The Employer and the Union expect the procedures contained in this Agreement, if applicable, to be the sole remedy for grievances. The Employer and the Union also recognize that employees have legal rights independent of this Agreement. If the Union seeks arbitration of a dispute within the procedure established by this Agreement, that election shall be deemed to have waived external remedies to the extent allowed by state and federal law. If an employee or the Union seeks redress or review from any external body, whether administrative or judicial, then whether or not such body accepts the matter for review, the Union and/or the employee shall have elected the external remedy to the exclusion of all rights under this Agreement.

17.4 – Time Limits

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.

For purposes of this Article, “working day” shall be defined as Monday through Friday, excluding holidays recognized by the Employer. Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day of an applicable time limit.

The day after the event, act, or omission shall be the first day of a timeline under this Article. In the event a time limit under this Article falls on a weekend or holiday, the deadline will be automatically extended to the following working day.

Time limits within the grievance procedure may be waived or extended by the mutual agreement of the parties. If the Union, on behalf of itself or employees, fails to act or respond within the specified time limits, the grievance shall be considered waived. If the Employer fails to respond within the specified time limits, the grievance shall proceed to the next step of the grievance procedure.

17.5 – Required Content of Grievance

A grievance must satisfy the following conditions:

1. Be submitted in writing.
2. Describe the facts giving rise to the grievance with sufficient particularity to permit the Employer to understand the nature of the grievance.
3. Identify the provision(s) of the Agreement allegedly violated.
4. Identify the aggrieved employee(s).
5. Identify the remedy sought.
6. Be signed and dated by the Union representative and/or the affected employee(s).

17.6 – Grievance Procedure

1. **Step 1** – The grievance procedure shall be initiated by personally serving a grievance upon the Mayor, City Administrator, or the Human Resources Director. The grievance must be served 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 immediate supervisor (if applicable, otherwise, the Human Resources Director) shall respond in writing to the Union and the aggrieved employees within ten (10) working days.

Court Clerk Classification – The Employer will promptly forward a copy of any Step 1 grievance involving the Court Clerk classification to the Presiding Judge of

Black Diamond Municipal Court. If the grievance involves subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall respond to the grievance in accordance with Step 1, above.

2. **Step 2** – If the grievance is not resolved at Step 1, then within ten (10) working days of the Employer’s written response in Step 1, a written appeal, signed by the Union and/or the affected employee(s), shall be personally served upon the Mayor, City Administrator, or the Human Resources Director. The Employer, acting through the Mayor, shall thereafter schedule a meeting with the Union and aggrieved employee(s) within fifteen (15) working days from receipt of the written appeal. During the meeting, aggrieved employees have the right to be accompanied by a Union representative. Thereafter, the Mayor shall respond in writing to the Union and the aggrieved employees within ten (10) working days.

Court Clerk Classification – The Employer will promptly forward a copy of any Step 2 grievance involving the Court Clerk classification to the Presiding Judge of Black Diamond Municipal Court. If the grievance involves subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall respond to the grievance in accordance with Step 2, above.

3. **Step 3, Arbitration** – If the grievance is not resolved at Step 2, the parties may proceed to final and binding arbitration. Prior to arbitration, the parties may mutually agree to first proceed with mediation, in which case the timelines for arbitration shall be extended to accommodate the mediation process. If the grievance involves the Court Clerk classification and subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall be involved in the arbitration process and may substitute entirely for the Employer, depending on the subject matter involved.

- a. **Notice** – Within twenty (20) working days following receipt of the Employer’s written response in Step 2, the Union shall notify the Employer, in writing, of its intent to proceed with arbitration.

- b. **Arbitrator Selection** – After the Union has provided timely notice of its intent to proceed with arbitration, the parties shall select an impartial arbitrator within thirty (30) working days. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, the parties will request a list of nine (9) impartial arbitrators able to abide by time limitations. The list will be provided by the Public Employment Relations Commission (PERC) or the American Arbitration Association (AAA). In the event the parties cannot agree on the source of an impartial list, then the list shall be provided by PERC. Once a list has been provided, the parties shall flip a coin to determine who will strike the first name, following with subsequent strikes alternating between the parties, until one (1) name remains. The remaining name will serve as the arbitrator.

- c. **Decision, Time Limit** – The arbitrator will meet and hear the matter at the earliest possible date after the selection process. After completion of the hearing, a written decision shall be entered within thirty (30) working days, or as soon as possible thereafter, unless an extension of time is agreed upon by the parties.
- d. **Jurisdiction of Arbitrator** – The grievance submitted to the arbitrator shall be the original written grievance unless the Employer and the Union agree otherwise. Only one (1) grievance may be submitted to the arbitrator at one (1) hearing, unless the Employer and the Union agree otherwise. The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there was a violation of the terms of the Agreement. The arbitrator shall also have the authority to receive evidence, question witnesses, and dictate the orderly procedure of the hearing. The arbitrator shall not have the authority to add to, subtract from, alter, change, or modify the provisions of this Agreement, nor limit or impair any common law right of the Employer or the Union.
- e. **Final Binding Award** – The arbitrator's written award shall be final and binding upon the parties. In any arbitration alleging a violation of rights protected by this Agreement, the arbitrator's authority to award monetary damages shall be limited to back pay and related benefits, and shall not include compensatory or punitive damages.
- f. **Costs, Fees, and Expenses** – Each party is responsible for its own costs, fees, and expenses incurred in handling the grievance and presenting its case, including attorney's fees. The parties agree to equally share in the costs and expenses charged by the arbitrator.
- g. **Challenges to Arbitrability** - Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance shall be resolved in an arbitration proceeding separate from and prior to arbitration on the merits of the grievance. If arbitration is required to determine the procedural arbitrability of a grievance, then the selection of the arbitrator and arbitration procedure shall be based on the steps stated in this section. Within ten (10) working days following receipt of an arbitrator's award ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in Article 17.6(3)(b) to select an arbitrator to rule on the merits of the grievance.

ARTICLE 18 – LAYOFF, FURLOUGH, AND RECALL

18.1 – In General

The Employer retains the right to determine the need for layoffs, furlough days, and the classifications subject to layoff or furlough. In the event of a layoff, initial probationary

employees in a classification subject to layoff shall be laid off first. Thereafter, layoffs shall be determined by order of seniority within a classification. Employees who have previously held a lower classification within the bargaining unit shall have the right to return (“bump”) to such lower classification if their seniority is greater than the employee in such classification and if they meet the qualifications of the position. Employees shall not accrue seniority while on layoff.

Employees of one bargaining unit (either Public Works or Admin. Support) shall not be permitted to bump into positions in the other bargaining unit.

18.2 – Recall from Layoff

Laid off employees have the right to recall from layoff. Recall shall be based on seniority within a classification. The period of recalling laid off employees shall be limited to twelve (12) months, beginning on the date of the layoff. The Employer retains the right to extend the twelve (12) month period at its discretion. As a mandatory condition of recall, an employee must be qualified to hold the position. It is the responsibility of each laid off employee to provide current contact information with the Employer. Failure of a laid off employee to report for reinstatement within ten (10) days of notification by the Employer shall result in forfeiture of the right to recall. If, during a layoff, an employee is required to maintain a license or certification necessary to remain qualified for their former position with the Employer, the Employer shall reimburse the employee for the cost of the license or certification at the time the employee is reinstated to their former position.

Employees of one bargaining unit (Public Works or Admin. Support) shall not have recall rights into the other bargaining unit.

ARTICLE 19 – BARGAINING UNIT WORK

19.1 – Subcontracting

As of the effective date of this Agreement, any work currently subcontracted by the City may continue to be subcontracted. All other work of the Union’s bargaining unit shall be performed only by employees of the bargaining unit except as otherwise provided in this Agreement or otherwise bargained with the Union to mutual resolution or impasse, as required by Washington law.

19.2 – Work Performed by Supervisors/Managers/Directors

Bargaining unit work performed by supervisors, managers, or directors outside of either bargaining unit on either a temporary basis, or to assist/counsel/train bargaining unit employees, shall not be considered “skimming” or subcontracting.

ARTICLE 20 – PERFORMANCE OF DUTIES/NO RIGHT TO STRIKE

The parties recognize that the Employer provides important public services and has the right to provide such services on an uninterrupted basis. The Union shall not authorize a strike, work stoppage, or slowdown, and the Employer shall not engage in a lockout during the term of this Agreement. The Union shall take all reasonable means within its power to induce employees engaged in a strike, work stoppage, or slowdown, in violation of this Agreement, to return to work. Every attempt shall be made to settle all disputes or controversies arising under this Agreement under the grievance and arbitration procedures provided herein.

ARTICLE 21 – SCOPE AND DURATION OF AGREEMENT

21.1 Term of Agreement

This Agreement is effective January 1, 2024 and continues through December 31, 2026. If either party desires to negotiate a successor agreement, they shall provide notice to the other party and the parties shall, within a reasonable time frame, set a schedule for contract negotiations. In the event negotiations for a successor agreement have not been completed by the termination date of this Agreement, then the *status quo* shall be maintained to the extent required by Washington law.

21.2 Severability

If any provision of this Agreement, or amendments or addendums thereto, are held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement, amendments, and addendums shall not be affected thereby, and the parties shall immediately enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of the invalid provision.

APPENDIX A—WAGE TABLE

- January 1, 2024 Effective January 1, 2024, employees shall receive a 10% increase to base wages.
- January 1, 2025 Effective January 1, 2025, employees shall receive a base wage increase equal to the June 2023-June 2024 CPI-U Seattle-Tacoma-Bellevue, with a guaranteed minimum increase of 1.50% and a maximum increase of 3.5%.
- January 1, 2026 Effective January 1, 2026, employees shall receive a base wage increase equal to the June 2024-June 2025 CPI-U Seattle-Tacoma-Bellevue, with a guaranteed minimum increase of 1.50% and a maximum increase of 3.5%.

2024 Salary Schedule	Step 1	Step 2	Step 3	Step 4	Step 5
Judicial Specialist I (hourly)	24.50	26.58	28.60	30.65	32.68
Judicial Specialist II	4,673	5,063	5,453	5,843	6,232
Senior Accountant	6,134	6,441	6,763	7,101	7,454
MDRT Senior Accountant (hourly)	35.39	37.16	39.02	40.97	43.00
Administrative Assistant II	4,582	4,810	5,051	5,303	5,569
Information Services Manager	8,858	9,371	9,882	10,392	10,904
Police Clerk	4,688	4,923	5,169	5,427	5,698
Facilities Equipment Coordinator	5,749	6,127	6,526	6,928	7,325
Accounting Clerk/Utility Billing Specialist	5,063	5,319	5,584	5,862	6,155
Permit Technician	5,724	6,127	6,526	6,928	7,325
Assistant Planner/Permit Tech	5,448	5,830	6,211	6,591	6,973
Construction Inspector	7,088	7,497	7,907	8,314	8,722
Building Inspector	6,004	6,304	6,620	6,951	7,297
Public Utilities Operator	6,120	6,425	6,746	7,085	7,438
Capital Projects Program Manager	8,115	8,522	8,946	9,394	9,864
Public Works Administrative Asst. 3	5,407	5,678	5,963	6,260	6,575
Utility Worker II	5,468	5,743	6,029	6,331	6,647
Utility Worker I	4,645	4,877	5,122	5,374	5,645
Stormwater Coordinator	6,874	7,115	7,363	7,621	7,928
Comm & Info Svs/Admin Sup Tech I	4,582	4,810	5,051	5,303	5,569

Signed this ____ day of

Signed this ____ day of

SIGNED FOR THE CITY OF BLACK DIAMOND

SIGNED FOR TEAMSTERS LOCAL NO. 117
(Public Works & Admin. Unit)

Mayor Carol Benson

Paul Dascher, Secretary-Treasurer
Teamsters Local 117

Signed this ____ day of

SIGNED FOR THE CITY OF BLACK DIAMOND
MUNICIPAL COURT UNDER GR 29(f) FOR
NON-WAGE RELATED ARTICLES APPLICABLE
TO COURT PERSONNEL COVERED BY THIS
AGREEMENT

Melanie Self, Public Works employee
representative

The Honorable Krista White Swain

Tracey Redd, Admin. Support employee
representative

A G R E E M E N T

By and Between

TEAMSTERS LOCAL UNION NO. 117

**Affiliated With The
International Brotherhood of Teamsters**

**REPRESENTING PUBLIC WORKS & ADMIN.
SUPPORT UNITS**



And

CITY OF BLACK DIAMOND

Term of Agreement

January 1, ~~2024~~2024 – December 31, ~~2023~~2026

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PREAMBLE

This Agreement is entered into between the City of Black Diamond (the “Employer” or the “City”), a municipal corporation of the State of Washington, and Teamsters Local Union No. 117 (the “Union”), for the purpose of setting forth wages, hours, and working conditions which shall be in effect during the terms of this Agreement for employees in two separate bargaining units, as determined by PERC Case 26514-E-14-3873, Decision 12133 (PECB, 2014) and PERC Case 128309-E-16, Decision 12645 (PECB, 2016), and defined in this Agreement.

It is the purpose of this Agreement to achieve and maintain harmonious relations, based upon a mutual respect and using a collaborative approach with the objective of fostering effective cooperation between the Employer and the Union, to provide for contractual conditions of work, to establish agreed standards of wages and hours, and to achieve peaceful and rapid resolution of any differences which may arise in accord with the terms of this Agreement.

ARTICLE 1 – DEFINITIONS

The following terms and phrases used in this Agreement are defined as follows:

“The Employer” or “the City”: The City of Black Diamond, Washington.

“The Union”: Teamster Local Union No. 117 (Public Works and Admin. Support Units).

Bargaining Units: All regular full-time, regular part-time, and initial/promotional probationary employees of the City of Black Diamond Public Works and Admin. Support Units, excluding certain supervisory and confidential employees (the “Public Works” bargaining unit). In addition, all regular full-time, regular part-time, and initial/promotional probationary employees serving in administrative support roles, excluding supervisors and confidential employees (the “Admin. Support” bargaining unit).

Employees: Regular full-time, regular part-time, and initial/promotional probationary employees in the bargaining unit covered by this Agreement, excluding certain supervisors and confidential employees.

Seasonal Employees: Seasonal employees are those employees hired to augment employees in the Public Works bargaining unit for a limited term of employment, not to exceed six (6) continuous months on an annual basis. The Employer will hire seasonal employees only as needed in response to a temporarily expanded seasonal workload or in response to an emergency. The City may hire a maximum of two (2) seasonal employees each calendar year. Seasonal employees will not be used to displace bargaining unit positions and, absent a mutual agreement, will not reduce the number of hours worked by bargaining unit members. Seasonal

employees are not members of the bargaining unit and are not subject to the provisions of this Agreement.

Temporary Employees: The City may hire temporary employees to augment employees in the Admin. Support bargaining unit under a limited set of circumstances. Temporary employees may be used to fill temporary vacancies caused by the absence of bargaining unit employees, to complete projects with a defined/limited scope, to address temporary spikes in the workload of bargaining unit employees, to meet needs in situations where there are insufficient resources to support adding a regular position, and during emergencies. Temporary employees are not members of the bargaining unit, unless and until they exceed six (6) months in any twelve (12) successive month period. Temporary employees are not subject to the provisions of this Agreement. With prior notice to the Union, the Employer may choose to hire a paid consultant instead of a temporary employee for up to six (6) continuous months. Temporary employees and/or paid consultants hired under this section will not be used by the Employer to displace current employees of the bargaining unit. Bargaining unit work will not be permanently assigned to temporary employees or paid consultants.

Initial Probationary Employees: New employees hired by the Employer, serving an initial probationary period of employment prior to achieving regular full-time or regular part-time status.

Initial Probationary Period of Employment: The initial six (6) months of work—including holidays but excluding other leave—each initial employee of the Employer must complete in order to achieve regular full-time or regular part-time employment status. The initial probationary period of employment provides an opportunity for the Employer to evaluate the performance of new employees, and for new employees to evaluate working for the Employer. During the initial probationary period of employment, initial probationary employees serve “at will” and may be terminated with or without cause, and without recourse to the grievance procedure stated in this Agreement. The Employer retains the right to extend the length of the initial probationary period of employment on a case-by-case basis.

Promotional Probationary Employees: Existing employees serving a promotional probationary period of employment.

Promotional Probationary Period of Employment: A probationary period of work—including holidays but excluding other leave—each existing employee of the Employer must complete upon promotion or transfer to a new classification. For employees promoted within their existing department (“street to street” or “office to office” promotions), the promotional probationary period shall be thirty (30) days. For employees receiving a promotion or transfer to a new department (“street to office” promotions or transfers), the promotional probationary period shall be six (6) months. During the promotional probationary period of employment, if the Employer determines that an employee is not satisfactorily performing in a new classification, the Employer shall return the employee to their previously-held position. A promotional probationary employee may also return to their previously-held position by preference, but only

if the position is still vacant, The Employer retains the right to extend the length of the promotional probationary period of employment on a case-by-case basis.

ARTICLE 2 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees in the two bargaining units, including all regular full-time, regular part-time, and initial/promotional probationary employees in the Public Works Division (the “Public Works” bargaining unit), and all regular full-time, regular part-time, and initial/promotional probationary employees serving in administrative support roles (the “Admin. Support” bargaining unit), excluding all other employees.

ARTICLE 3 – UNION MEMBERSHIP AND DUES

3.1 - Union Membership

All employees in the bargaining unit shall have the voluntary right to become members of the Union. The Employer agrees to remain neutral regarding Union membership. Should employees have specific questions about Union membership, the Employer will refer those employees to this Agreement and to a Union representative.

3.2 - Dues or Fees / Payroll Deduction

The Employer shall deduct Union dues or fees for all employees who individually and voluntarily authorize in writing such payroll deduction for each month’s paycheck(s), with copies of the signed authorization form provided to the Employer. The Union shall designate the amount to be deducted. Such amount shall be remitted to the Union within a reasonable time, without unnecessary delay by the Employer. Employees requesting to stop dues/fees deductions shall notify both the Employer and the Union of their request, with the Employer stopping deductions following written confirmation from the Union that the employee’s dues/fees deduction authorization has been terminated in compliance with the terms of the written authorization executed by the employee.

3.3 - Notification

The Employer shall annually, or at the specific request of the Union, provide the Union with a current list of all employees in the bargaining unit. The list shall include the name of each employee, date of hire, wage rate, job classification, and employment status.

The Employer will notify the Union of all newly hired employees hired into job classifications covered by this Agreement. The notification shall include the name of the employee, date of hire, wage rate, job classification, and employment status. The Employer will also notify the Union of any employee leaving the bargaining unit because of termination, layoff, promotion, demotion, transfer, or resignation. The notification shall include the name of the employee, date of termination, and job classification.

3.4 – PAC Contributions to D.R.I.V.E.

The Employer agrees to deduct from the paychecks of employees covered by this Agreement voluntary contributions to D.R.I.V.E. (Democrat, Republication, Independent Voter Education). The Union will notify the Employer of the amounts designated by each contributing employee, to be deducted from each paycheck. The Employer shall send to D.R.I.V.E. headquarters, on a monthly basis, a single check for the total amount deducted by employees, along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number, and the amount deducted from each paycheck. Contributions made by employees under this Section are entirely voluntary. By agreeing to this provision, the Employer does not endorse or condemn any particular political views associated with D.R.I.V.E.

The International Brotherhood of Teamsters, Teamster Local Union No. 117, shall reimburse the Employer annually for the Employer's actual costs incurred in administering the payroll deduction plan. Reimbursement shall be paid by the Teamsters within thirty (30) days of submission by the Employer. In the event the Teamsters no longer serve as the bargaining representative of the Public Works and Admin. Support Units, this section of the Article shall automatically terminate.

3.5 - Hold Harmless

The Union agrees to indemnify and hold the Employer harmless for any and all liabilities that arise or by reason of actions taken by the Employer pursuant to this Article, including the reimbursement of any legal fees or expenses incurred in connection with any claim, lawsuit, order, judgment, or liability asserted against the Employer in connection with this Article.

3.6 – New Hire Orientation

The Union through a Shop Steward or Union Representative shall have thirty (30) minutes during the employer's new hire orientation program to meet with the employee(s) for the purposes of filing out Union paperwork and orienting the employee to Union membership.

ARTICLE 4 – NON-DISCRIMINATION

4.1 – Non-Discrimination Based on Union Membership or Union Activity

In accordance with RCW 41.56, the Employer and Union agree that there shall be no discrimination against employees or Union officers because of membership in the Union or lawful union activity.

4.2 – Equal Opportunity, Anti-Harassment, and Non-Discrimination

Neither the Employer nor the Union shall discriminate against any employee or job applicant in violation of local, state, or federal employment laws and regulations. The Employer and the Union acknowledge their commitment and obligation to abide by all equal employment opportunity and non-discrimination laws. There shall be no discrimination, harassment, or retaliation based on race, color, religion, sex, sexual orientation, gender expression, gender identity, marital status, national origin, age, or the real or perceived presence of any sensory,

mental, or physical disability that does not prevent the proper performance of the job, unless based upon a *bona fide* occupational qualification.

ARTICLE 5 – UNION ACTIVITY

5.1 – Conduct of Union Business

Union business, such as handling grievances or other legitimate routine matters authorized by this Agreement, may be conducted on the Employer's premises provided that such business does not interfere with the Employer's operations or business. The Employer shall not unreasonably deny entry. Scheduled Union meetings may be held in the Employer's facilities subject to the foregoing restrictions.

5.2 – Paid Release Time for Bargaining

One (1) non-exempt employee of the Public Works bargaining unit, and one (1) non-exempt employee of the Admin. Support bargaining unit may be on regular paid status for any bargaining session, or portion thereof, occurring during the employee's scheduled hours of work. If the employee is not on duty during bargaining, then the employee will not be paid by the Employer.

5.3 – Bulletin Boards

The Employer shall provide space in a non-public area for a bulletin board which may be used by the Union for Union-related business, provided that no material shall be posted that is obscene or defamatory. If the Employer determines that a posting is deemed to be obscene or defamatory, the Employer shall remove the posting and return it to a Union representative.

ARTICLE 6 – MANAGEMENT RIGHTS

6.1 – Purpose

The Union recognizes the Employer has a legitimate need to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are retained by the Employer.

6.2 – Specific Rights Enumerated

In accordance with Washington law and RCW 41.56, the Employer and the Union agree to a specific list of management rights. Most notably, the direction of the workforce is vested exclusively with the Employer. This shall include, but is not necessarily limited to, the right to:

1. Direct and manage employees;
2. Hire, promote, transfer, assign, re-assign, and retain employees;
3. Suspend, demote, discharge, or take other disciplinary action against employees in accordance with the discipline and separation provisions of this Agreement;

4. Relieve employees from duty because of lack of work, budget constraints, or other legitimate reasons;
5. Maintain the efficiency of the Employer's operations;
6. Determine the methods, means, and personnel by which the Employer operates and conducts its business;
7. Develop, amend, and enforce reasonable written policies, procedures, rules, or regulations governing the workplace, including those described in the Employer's personnel policy manual, provided that such policies, procedures, rules, and regulations do not conflict with the provisions of this Agreement, and provided the Union may request to bargain the reasonableness of any amendments to policies, procedures, rules, and regulations impacting the terms and conditions of this Agreement; and
8. Take any reasonable actions necessary in conditions of emergency, regardless of prior commitments, to carry out the duties and mission of the Employer.

Provided, however, that items (1)-(8) above shall not conflict with any terms and conditions stated in this Agreement or other supplemental agreements with the Union.

6.3 – Notice to the Union of the Exercise of Management Rights

The Employer shall provide the Union with thirty (30) calendar days' notice of the exercise of any non-routine management right that, in the Employer's opinion, affects wages, hours, or working conditions. Should thirty (30) calendar days' notice not be operationally feasible, or emergent issues arise, the Employer will provide reasonable notice. The Employer agrees to engage in any impact bargaining over the effects of the exercise of any management right, including the reasonableness of amendments or revisions to its personnel policies impacting the terms and conditions of this Agreement, as required by Washington law and RCW 41.56.

6.4 – Court Personnel Governed by General Rule 29(f)

Pursuant to the requirements of Washington's General Rule 29(f), the parties to this Agreement recognize the Presiding Judge of Black Diamond Municipal Court is delegated the exclusive authority over any and all court personnel covered by this Agreement with respect to working conditions, hiring, discipline, and termination decisions, but excluding wages or benefits directly related to wages (collectively, "non-wage related working conditions"). In accordance with GR 29(f), the classification of Court Clerk covered by this Agreement reports directly to the Presiding Judge. Any Article or subsection of this Agreement pertaining to non-wage related working conditions of the Court Clerk, or any other court personnel later covered by this Agreement, shall be imputed to the Presiding Judge, regardless if the language of this Agreement refers to "Employer," or "City," or "Mayor." The parties also recognize that the judicial and administrative duties set forth in GR 29(f) rest exclusively with the Presiding Judge and cannot, by operation of law, be delegated to either the legislative or executive branches of the City's government. In the event any Article or subsection of this Agreement violates GR 29(f) or

abridges the Presiding Judge's responsibilities under GR 29(f), that Article or subsection shall be invalidated.

ARTICLE 7 – HOURS OF WORK

7.1 – FLSA Work Week

For all non-exempt employees, the designated work week shall consist of forty (40) hours within a consecutive seven (7) day period. The work week shall begin at 12:00 a.m. Monday and end at 11:59 p.m. on Sunday, unless otherwise specified.

7.2 – Work Schedule for Non-Exempt Employees

The work week for non-exempt regular full-time employees shall normally be comprised of eight (8) consecutive hours of work, totaling forty (40) hours per work week (a "5/8" schedule). However, the Employer may assign employees to a work schedule different from the 5/8 schedule in order to meet business and customer service needs. In the event of a deviation from the 5/8 schedule, the Employer will provide affected employees with ten (10) working days' notice, except by mutual agreement. Full-time employees may request to work a schedule different from a 5/8 schedule, which shall be subject to Employer agreement. Part-time employees will work a schedule as set by their supervisor, based on the business and operational needs of the City. In the event of a deviation from a part-time employee's regular schedule, the Employer will provide affected part-time employees with ten (10) working days' notice, except by mutual agreement. The notice requirements do not apply to part-time employees hired to work a flexible work schedule or hired into a floater position. Absent mutual agreement, employees will be provided at least two (2) consecutive days off per work week and will not be required to work split shifts. Nothing in this Article prevents the Employer from changing work schedules in response to emergency situations.

The parties agree to the following meal and rest periods, which supersede WAC 296-126-092 pursuant to RCW 49.12.187.

- a. Meal Period** – Employees are provided with a thirty (30) minute unpaid meal period per regular work shift, to be taken as close to the middle half of each regular work shift as reasonably possible, in no event taken no less than two (2) hours and no more than five (5) hours from the beginning of a work shift. If an employee is required by the Employer to remain on duty during a meal period, the employee shall be paid for the meal period. Employees may waive their meal period with prior approval by a supervisor. If an employee is required to work three (3) or more hours longer than a normal work day, the employee shall be allowed to take one thirty (30) minute unpaid meal period prior to or during the overtime period.
- b. Rest Periods** – Employees are provided with two (2) fifteen (15) minute paid rest breaks per regular working shift, to be taken approximately midway in each half of the regular work shift. An employee required to work beyond ten (10) consecutive hours in any one

day shall be provided another fifteen (15) minute rest period after the ten (10) hour threshold. Rest periods shall be scheduled to avoid interfering with the Employer's operations and service, provided employees are not required to work more than three (3) hours without a rest break.

ARTICLE 8 – SENIORITY

8.1 – Definition of Seniority

- a. Seniority within the Employer—the length of continuous employment of a regular full-time employee, regular part-time employee, or promotional probationary employee with the Employer. Seniority within the Employer shall begin on the date of hire.
- b. Seniority within a Classification—the length of continuous employment of a regular full-time employee, regular part-time employee, or promotional probationary employee within a particular job classification. Seniority within a classification shall begin on the date of transfer to a new classification.

8.2 – Employee Classifications

- a. **Regular Full-Time, Regular Part-Time, and Promotional Probationary Employees** – Seniority applies to regular full-time, regular part-time, and promotional probationary employees. Regular part-time employees earn seniority based on a pro-rated percentage of regular full-time employees (for example, a 0.5 regular part-time employee working 20 hours per week will earn 0.5 service credits per month).
- b. **Initial Probationary Employees** – Initial probationary employees shall not have seniority during the initial probationary period of employment. Upon completion of the initial probationary period of employment, an employee's most recent date of hire with the Employer shall be the employee's seniority date.

8.3 – Breaks in Seniority

Seniority shall be broken by resignation, discharge supported by just cause, retirement, layoff of more than twelve (12) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff. A break in seniority results in a loss of seniority.

ARTICLE 9 – OVERTIME AND CALL-BACK

9.1 Overtime Eligibility and Requirements

Overtime is provided only to employees who are not exempt from coverage under state and federal wage and hour laws. As a condition of employment, overtime may be required when determined by the Employer. Overtime must be authorized in writing by the Employer before any overtime hours are worked.

9.2 – Overtime Hours

Overtime is defined as hours worked in excess of forty (40) hours in a work week. Hours worked in a work week exclude periods of paid leave, including holidays, vacation, sick leave, and all other forms of paid leave. Effective the first pay period after ratification of this Agreement, holidays shall count towards hours worked for the purpose of overtime.

9.3 – Overtime Compensation

Overtime is paid at a rate of one and one-half (1.5) times an employee's regular rate of pay.

9.4 – Call-Back

Employees of the Public Works and Admin. Support bargaining units may be called back to work outside of regular working hours. Only designated employees will be subject to mandatory call-back, in accordance with the stand-by provisions of Article 9.5 below and the Employer's stand-by/on-call policy. An employee who is required to return to the worksite in person for unscheduled work outside of their regular working hours shall receive a minimum of two (2) hours at the regular rate of pay, or the actual amount of time worked greater than two (2) hours, whichever is greater. Effective the first pay period after ratification of this Agreement by both parties, an employee who is required to return to the worksite in person for unscheduled work outside of their regular working hours shall receive a minimum of two (2) hours at the rate of one and one-half (1.5) times the employee's regular rate of pay, or the actual amount of time worked greater than two (2) hours, whichever is greater.

9.5 – Stand-By "On-Call" (Applicable to Public Works)

Employees of the Public Works bargaining unit placed on stand-by receive one (1) hour of pay at their regular rate for each eight (8) hour stand-by shift. All other terms are stated in the Employer's stand-by/on-call policy. The Employer agrees to notify the Union of any proposed changes to the stand-by policy impacting wages, hours, or working conditions. Solely for purposes of this section, the parties agree that employees of the Public Works Division, including supervisors, who are not members of the bargaining unit may be assigned to stand-by shifts and any associated on-call/call-back work.

9.6 – Compensatory Time

With the approval and at the discretion of the Employer, non-exempt employees may request to accrue compensatory time in lieu of overtime pay. In such cases, compensatory time shall accrue at the rate of one and one-half (1.5) hours for each overtime hour worked. Compensatory time

is intended as a benefit to employees. Under no circumstances shall an employee be required to accept compensatory time instead of overtime pay.

- a. **Scheduling Compensatory Time Off** - Employees must request to use compensatory time in advance with the Employer. Employees who request compensatory time off shall be permitted to use such time with a reasonable period after making a request, provided the use of compensatory time off does not unduly impact the Employer's operations. The Employer reserves the right to control the scheduling of compensatory time off to ensure operational and departmental needs are met.
- b. **Maximum Accrual** - The maximum accrual of compensatory time is forty (40) hours. Employees who have reached the maximum accrual will receive pay for additional hours worked at applicable overtime or straight time rates.
- c. **Cash-Out** – Compensatory time not used by November 30, or scheduled by November 30 for use before the end of the calendar year, will be cashed out in the first regular payday following November 30. Compensatory time will also be cashed out for employees who separate, voluntarily or involuntarily, from the Employer. All cash outs will be paid at employees' straight time rates.

ARTICLE 10 – HOLIDAYS

10.1 – Recognized Holidays

The following holidays are recognized by the Employer for all regular full-time, regular part-time, and initial/promotional probationary employees of the bargaining unit:

New Year's Day	January 1
Dr. Martin Luther King Jr. Day	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	4 th Monday of May
<u>Juneteenth</u>	<u>June 19</u>
Independence Day	July 4
Labor Day	1 st Monday of September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday of November
<u>Day After Thanksgiving</u> <u>Native American</u> <u>Heritage Day</u>	4 th Friday of November
<u>Christmas Eve Afternoon</u>	<u>Last 4 hours of the employee's shift on</u> <u>December 24</u>
Christmas Day	December 25
Floating Holiday (1)	Discretionary

Holidays begin at 12:01 a.m. and end at 12:00 p.m. on the designated date.

If the City is required by law to provide additional paid holidays, the City will comply with the law.

10.2 – Holidays During Paid Leave

Holidays occurring during employees' absence on paid vacation or paid sick leave shall not be considered part of the vacation or sick leave expended.

10.3 – Holiday Pay for Non-Exempt Employees

Non-exempt regular full-time employees, including initial/promotional probationary employees, not required to work on a holiday are paid their regular rate of pay for the holiday. Non-exempt regular full-time employees, including initial/promotional probationary employees, required to work on a holiday may choose one of two options:

1. The employee may take the next convenient regular work day off, or if less than a full day was actually worked on a holiday, the applicable number of holiday hours worked, if within the same work week. The determination of "convenient" shall be mutually agreed upon by the Employer and affected employee.
2. The employee may be paid at the rate of two (2) times their regular rate of pay for those hours worked falling on a holiday.

Non-exempt regular part-time employees, including initial/promotional probationary employees, will receive a pro-rated portion of holiday pay based on works worked by regular full-time employees. Non-exempt regular part-time employees, including initial/promotional probationary employees, are only eligible to receive holiday pay for holidays falling on days the employees were regularly scheduled to work.

10.4 – Holidays on Saturday and Sunday

Any holiday falling on a Saturday will be celebrated on the preceding Friday. Any holiday falling on a Sunday will be celebrated on the following Monday.

10.5 – Floating Holiday

Regular full-time, regular part-time, and promotional probationary employees who have been employed by the Employer for at least one (1) year may select one (1) floating holiday each calendar year, subject to approval of the Employer. Dates requested by Employees will be approved based on the following criteria:

1. An employee gives at least seven (7) days advance notice to the Employer, unless mutually agreed otherwise.
2. The particular day selected by an employee does not prevent the Employer from providing continued public service or otherwise unduly impact Employer operations.
3. The floating holidays must be taken each calendar year. Floating holidays do not rollover from year to year. At the discretion of the Employer, when an employee has reasonably

made requests to use a floating holiday, and those requests have been denied, the floating holiday may be carried over to the earliest convenient date in the next calendar year. The determination of “convenient” shall be mutually agreed upon by the Employer and the affected employee.

4. Regular part-time employees, including promotional probationary employees who work on a part-time basis, will receive a pro-rated portion of floating holiday hours based on works worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week earns one-half (0.5) floating holiday per calendar year).

ARTICLE 11 – VACATION LEAVE

11.1 – Vacation Accrual

Regular full-time employees of the bargaining unit, including initial/promotional probationary employees, earn vacation leave as follows:

Year of Employment	Vacation Hours Earned Per Year
0-5 years	12 vacation days per year {8 hours per month} (1 day per month)
6-9 years	15 vacation days per year {10 hours per month} (1.25 days per month)
10-15 years	18 vacation days per year {12 hours per month} (1.5 days per month)
16-19 years	21 vacation days per year {14 hours per month} (1.75 days per month)
20+ years	24 vacation days per year {16 hours per month} (2 days per month)

Regular part-time employees of the bargaining unit, including initial/promotional probationary employees, earn a pro-rated portion of vacation leave based on hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week, with 0-5 years of seniority, shall earn six (6) vacation days per year).

Vacation time is accrued from the date of hire, but cannot be used by initial probationary employees until the successful completion of the initial probationary period. Employees shall receive all accrued and unused vacation paid out at the time of separation at their base wage rate. If an initial probationary employee separates employment from the Employer (for any

reason) prior to completion of the initial probationary period of employment, the cash out of vacation leave shall be granted if the employee separates in good standing (as determined by the Employer).

Vacation leave may not be used in the month it is earned.

11.2 – Vacation Carry-Over

Employees may only carry-over accrued vacation leave from calendar year to calendar year in the amounts set forth below. Once an employee reaches the applicable threshold, the employee shall not accrue any additional vacation leave unless approved by the Employer.

0-5 years	144 hours maximum
6-9 years	180 hours maximum
10-15 years	216 hours maximum
16-19 years	252 hours maximum
20+ years	288 hours maximum

The allowed carry-over of vacation leave for eligible regular part-time employees is based on a pro-rated portion based on the hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week, with 0-5 years of seniority, shall be permitted to carry over a maximum of 72 hours per calendar year).

11.3 – Vacation Requests

The Employer retains the right to approve and deny vacation requests, provided that vacation requests may not be unreasonably denied. Vacation days may not be taken without prior approval from the Employer. Employees are responsible for planning their annual vacation leave and submitting vacation requests to the Employer well in advance of the leave requested so that disruption to the Employer's operations is minimized. Vacation requests shall be submitted in writing to an employee's immediate supervisor. If an immediate supervisor is unavailable, the request shall be submitted to the Public Works Director (for Public Works bargaining unit employees) or the City Clerk/Human Resources Director (for Admin. Support bargaining unit employees). Vacation requests shall normally be approved or denied within five (5) working days of their submission, although employees may request expedited processing if warranted by the circumstances. In the event of a bona fide staffing emergency, the Employer retains the right to cancel scheduled vacations. Vacation may be taken in increments of one-half (0.5) hour.

ARTICLE 12 – SICK LEAVE

12.1 – Sick Leave Accrual

Regular full-time employees of the bargaining unit, including initial/promotional probationary employees, earn paid sick leave at the rate of eight (8) hours per month. Paid sick leave is accrued from the date of hire. Absent exigent circumstances, approved by the Employer in advance,

initial probationary employees may not use accrued paid sick leave until the sixtieth (60) calendar day after the commencement of employment.

Regular part-time employees of the bargaining unit, including initial/promotional probationary employees, earn a pro-rated portion of paid sick leave based on hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working twenty (20) hours weekly earns four (4) hours of paid sick leave per month).

Sick leave that is accrued, but unused, in a calendar year shall be accumulated for subsequent calendar years, up to a maximum annual carry-over of one thousand ~~and one hundred~~ and forty hours (~~1,040~~1,140). Employees granted paid sick leave continue to accrue paid sick leave while on paid sick leave.

12.2 – Permitted Use of Sick Leave

Paid sick leave is a conditional benefit based on qualifying medical conditions or circumstances. Employees may use paid sick leave for the following situations:

1. The employee's own health condition (illness, injury, physical or mental disability, or any period of temporary disability resulting from pregnancy or childbirth).
2. The employee's forced quarantine in accordance with community health requirements.
3. The employee's medical or dental appointments, or those of the employee's immediate family.
4. As an extension of bereavement leave, in accordance with the terms of this Agreement governing bereavement leave.
5. Illness of a member of the employee's immediate family which requires the employee to provide care for the immediate family member.
6. The lawful use of a prescription drug which impairs the employee's job performance or safety.
7. Attendance at appointments as part of any Employee Assistance Program (EAP) offered by the Employer.
8. When the Employer has been closed by order of a public health official for any health-related reason, or when an employee's child's school or place of care has been closed for any health-related reason.
9. Any absence that qualifies for leave under Washington's domestic violence, sexual assault, and stalking statute, RCW 49.76.
10. Any other situation where sick leave is required by applicable law or legal authority.

For purposes of this section, “immediate family” includes spouse, registered domestic partner, children, stepchildren, foster children, siblings, grandparents, parents of the employee or the employee’s spouse, grandchildren, and any other familial inhabitant of the employee’s household. If the City is required by law to provide sick leave to additional family members, the City will comply with the law.

12.3 – Sick Leave Procedure

1. An employee using sick leave shall inform the Employer as soon as possible.
2. Sick leave may be used once it is earned. Sick leave is deemed “earned” when reported on end-of-month payroll statements.
3. For absences in excess of three (3) consecutive sick days the Employer may require the employee to obtain a doctor’s statement verifying the necessity for use of sick leave. Any employee requested to provide a doctor’s statement or other medical verification in connection with the use of sick leave may be excused if the employee can establish an “unreasonable burden or expense,” as that phrase is interpreted by Washington law, that cannot be mitigated by the City.
4. The Employer may, at its discretion, require that an employee be evaluated by an independent doctor, specified by the Employer, and at the Employer’s expense, to determine whether the employee is able to perform the essential functions of their job, to determine any functional limitations the employee’s condition may impose on their job duties, and to assist in evaluating the employee’s return to work options and any reasonable accommodation.
5. Prior to returning to work, the Employer may require a written release from an employee’s doctor certifying the employee’s fitness to return to duty.
6. Employees who fail to provide proper notice, obtain a doctor’s statement when requested, or who otherwise violate this section may be denied paid sick leave and/or may be subject to disciplinary action unless otherwise prohibited by Washington law.

12.4 – Sick Leave Donation

Employees are permitted to donate a portion of their accumulated paid sick leave to other employees in accordance with the terms and conditions stated in the Employer’s personnel policy manual.

12.5 – Sick Leave Cash-Out

Upon separation of employment in good standing (as determined by the Employer), regular full-time, regular part-time, and promotional probationary employees may receive compensation for accrued, but unused, paid sick leave based on the following formula:

End of probationary period of employment through Year 1	0% cash-out
Year 1 through Year 5	10% cash-out
Year 6 through Year 12	20% cash-out
Year 13 through Year 20	30% cash-out
Year 21 through Year 24	40% cash-out
Year 25 and over	50% cash-out

Sick leave cash-outs shall be based on 100% of the value of each sick leave hour, up to the maximum cash-out percentages listed above. For example, an employee who separates from the City with seven (7) years of completed service is entitled to a 20% cash-out. Assuming the employee has 100 hours of accumulated sick leave, the employee would receive 20% of the total hours (20 hours) cashed-out at 100% of their value. The remaining sick leave hours are surrendered.

ARTICLE 13 – OTHER LEAVE

13.1 – Paid and Unpaid Leave Required by State or Federal Law

The Employer provides employees with 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 USC § 2601 et seq. and RCW 50A).
- b. Family Care Act Leave (RCW 49.12.265 & WAC 296-130).
- c. Pregnancy Disability Accommodation (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. Leave for Certain Emergency Services Personnel (RCW 49.12.460).

Leave eligibility, benefits, and requirements are determined by applicable state or federal law and will be administered according to the Employer's personnel policies manual. In the event the Employer's personnel policies manual conflicts with state or federal law, then the minimum requirements of the law shall apply.

13.2 – Bereavement Leave

Regular full-time, regular part-time, and initial/promotional probationary employees are entitled to up to five (5) days of paid bereavement leave for the death of an immediate family member. The specific length of paid bereavement leave shall be determined by the Employer.

For purposes of this section, "immediate family" includes spouse, registered domestic partner, children, stepchildren, foster children, a child's spouse, siblings, grandparents, parents of the

employee or the employee's spouse, grandchildren, and any other familial inhabitant of the employee's household.

For regular full-time and regular part-time employees, including promotional probationary employees but excluding initial probationary employees, any additional bereavement leave needed by an employee may be deducted from any accrued paid time off, including paid vacation leave and paid sick leave, if available. Paid bereavement leave, or other paid leave taken as additional bereavement leave, must be taken within thirty (30) days of the date of death of an immediate family member.

13.3 – Unpaid Religious Leave

Pursuant to RCW 1.16.050(3), an 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 Employer's personnel policies manual. In the event the Employer's personnel policies manual conflicts with Washington law, then the minimum requirements of the law shall apply.

13.4 – Jury Duty

Employees are entitled to leave for jury duty service as required by law. Regular full-time and regular part-time employees, including initial/promotional probationary employees, shall be paid their straight time rate of pay for all hours of jury duty occurring during their regular working hours, provided they comply with the following conditions:

1. The employee remits to the Employer all compensation received for jury duty service (excluding travel or other reimbursable expenses).
2. The employee provides their jury duty summons to the Employer as soon as possible after it is received. Upon completion of jury duty service, the employee must also provide the Employer with proof of jury service.
3. The employee reports back to work on each day that they are released from jury duty during their regular working hours.

All employees of the bargaining unit receive leave if subpoenaed to testify in a judicial proceeding. The Employer retains the right to treat the leave as unpaid leave, unless the employee is a witness in a lawsuit or legal matter in their official capacity.

13.5 – Other Leaves of Absence

The Employer retains the right to grant an unpaid leave of absence to employees who require a leave of absence not covered by any other type of leave and who have exhausted all available leave banks. The decision to grant unpaid leave is determined by the Employer on a case-by-case basis. The terms of conditions of an unpaid leaves of absence are set by the Employer's personnel policies manual.

ARTICLE 14 – HEALTH AND WELFARE BENEFITS

14.1 – Eligibility for Insurance Benefits

Regular full-time employees, including promotional probationary employees who are employed on a full-time basis, are eligible for enrollment in the Employer's health insurance plans. Regular part-time employees working more than thirty (30) hours per week are also eligible for enrollment in the Employer's health insurance plans. Initial probationary employees are eligible for enrollment in the Employer's health insurance plans in the first full calendar month following the month of hire.

14.2 – Health Insurance Benefits

The Employer offers health insurance to eligible employees, their spouses, and their dependents through the Association of Washington Cities (AWC). The Employer offers the choice of two health plans: (1) AWC HealthFirst 250 and (2) AWC Kaiser \$200 Deductible. The Employer shall pay 100% of the premium for eligible employees and 75% of the premium for spouses and dependents. Eligible employees are responsible for payment of 25% of the premium for spouses and dependents. Effective the first pay period after ratification of this Agreement by both parties, the Employer shall pay 80% of the premium for spouses and dependents, and eligible employees are responsible for payment of 20% of the premium for spouses and dependents. The terms and conditions of enrollment and coverage are stated in the Employer's personnel policies manual and/or AWC's enrollment materials. The Employer reserves the right to make changes to both the insurance carrier and the specific health insurance plans offered to employees, but will bargain the impacts of any such changes.

The Union agrees to make a good-faith effort to promote AWC's WellCity premium discount and encourage employees to participate.

14.3 – Dental Insurance Benefits

The Employer offers dental insurance through Delta Dental. The Employer pays 100% of the cost of premiums. The Employer reserves the right to change dental insurance carriers and plans assuming benefit levels are not substantially altered.

14.4 – Employee Assistance Program

The health insurance plan selected by employees may offer a voluntary Employee Assistance Program (EAP). The program, if available through the health insurance plan, offers voluntary professional and confidential counseling and assistance to employees whose job performance, health, or well-being are adversely affected by personal reasons. Employees who seek such counseling and assistance may elect to use accrued paid sick or vacation leave for time spent during working hours.

14.5 – Industrial Insurance

Industrial insurance during regular working hours shall be provided in accordance with Washington law.

14.6 – Life Insurance

The Employer provides life insurance through Standard Life and Accident Insurance Company. The Employer pays 100% of the cost of premiums and provides coverage in the amount of \$20,000 per employee and a limited option of up to \$1,000 per spouse/child. The Employer reserves the right to change life insurance carriers and plans assuming benefit levels are not substantially altered.

14.7 – Long-Term Disability Insurance

The Employer provides long-term disability insurance through Standard Life and Accident Insurance Company. The Employer pays 100% of the cost of premiums. The Employer reserves the right to change life insurance carriers and plans assuming benefit levels are not substantially altered.

14.8 – Washington Paid Family and Medical Leave (RCW 50A.10)

Employees have access to family leave and medical leave benefits based upon the requirements of Washington law, RCW 50A.10. Employees pay the designated employee share of premiums by way of payroll deduction. Should the Employer grow in size beyond 50 employees, it will pay the designated employer share of premiums.

14.9 – Vision and Orthodontia Coverage

Beginning the first month after this Agreement has been ratified by both parties, the Employer shall pay one hundred percent (100%) of the premiums necessary for the purchase of employee coverage and one hundred percent (100%) of the premium necessary for dependent coverage under the AWC Washington Vision Service Plan (\$25 deductible). In conjunction with its health insurance plans, AWC offers optional enrollment in orthodontia coverage. The current plan offering is Orthodontia – Plan V. This plan requires 100% participation by the bargaining unit. The bargaining unit, as a whole, may elect to enroll in Orthodontia – Plan V at their sole expense.

14.10 – Benefits During Leaves of Absence

Unless otherwise required by law, employees on unpaid leaves of absence do not receive or accrue employee benefits. Eligible employees may, however, elect at their sole expense to continue their health insurance coverage at regular rates.

14.11 – Washington Cares Fund

The Employer will comply with the Washington State Cares Fund (Long Term Care insurance) program. Premiums are established by the State of Washington. Employees who have not been granted an exemption through the State will pay the designated employee premiums via payroll deduction.

ARTICLE 15 – WAGES

15.1 – Classifications, Wages, and Salary Schedule

Wages, steps, and ranges for all employee classifications in the bargaining unit are listed in Appendix A to this Agreement.

15.2 – Step Dates

Regular full-time, regular part-time, and promotional probationary employees shall have their wages increased to the next step on their step-increase eligibility date, upon a satisfactory performance evaluation, and subject to the availability of funding in their department. For all employees hired on or before September 1, 2015, the step-increase eligibility date is the first day of the month of hire. For all employees after September 1, 2015, including all future employees, the step-increase eligibility date is the first day of the month of hire if hired from the 1st through the 15th of the month, or the first day of the month following the month of hire if hired from the 16th through the 31st of the month. An employee who promotes or demotes shall have their step-increase eligibility date reset to the date of their promotion or demotion.

15.3 – Higher Education Premium

Regular full-time, regular part-time, and initial/promotional probationary employees are eligible for the following higher education premiums added to their regular rate of pay:

- **Associate Degree (2 year degree)** 2.0%
- **Bachelor Degree (4 year degree)** 4.0%
- **Masters, Professional, or PhD** 6.0%

Premiums for multiple degrees do not compound. Each employee eligible for a higher education premium must present a copy of their degree to the Employer. A copy of the degree will be included in the employee's personnel records. The Employer will review each degree to determine whether the degree qualified for a higher education premium. Higher education premium requests are subject to a requirement that the degree be relevant to the employee's position, in the Employer's judgment, as follows: (1) effective January 1, 2021 for employees hired on or after January 1, 2021; and (2) effective January 1, 2023 for employees hired prior to January 1, 2021. The Employer may verify the legitimacy of any degree presented by an employee.

15.4 – Certification Premium (Applicable to Public Works)

In lieu of a higher education premium provided by Section 15.3 of this Article, regular full-time, regular part-time, and initial/promotional probationary employees of the Public Works bargaining unit are eligible for certification premiums added to their regular rate of pay. Employees receiving certification premiums shall receive a premium of thirty-five dollars (\$35) per month per eligible certification, to a maximum of one-hundred and forty (\$140) dollars per month.

Certifications held by an employee are eligible for certification premiums only if they exceed the minimum qualifications of the classification held by the employee and provide a benefit to the Employer. In making these determinations, the Employer will review the employee's job

description and consider input provided by the employee, the employee's immediate supervisor, and the Public Works Director. If an employee's request for a certification premium is denied, the employee may appeal to the Mayor for a final determination. Admin. Support bargaining unit employees are not eligible for certification premiums.

Certifications eligible for premium pay may include, but are not necessarily limited to, the following:

- CDL Class A or Class B
- CDL Endorsement for Hazardous Waste
- CDL Endorsement for Tanker
- Water Distribution Specialist (Trainee, I, and II)
- Water Distribution Manager (I, II, III, and IV)
- Waste Water Collection Specialist (I and II)
- Cross Connections Control Specialist
- Water Treatment Plant Operator (I and II)
- Septic System Inspector
- Backflow Prevention Assembly
- Asbestos Pipe
- Traffic Signal Technician
- Roadway Lighting Specialist
- Playgrounds
- Associate Signs & Markings Specialist (I, II, and III)

Any employee seeking certification is personally responsible for initial certification costs. Prior to incurring such costs, an employee should formally receive a determination from the Employer that the certification will qualify for a premium. If an employee is required to attend classes in order to obtain an eligible premium, the employee may request release time (unpaid unless the employee elects to use paid vacation or compensatory time off) or a modified work schedule. The Employer will accommodate requests for release time or a modified work schedule when operationally feasible. Once an employee has received an eligible certification, the Employer shall pay for all subsequent renewal fees. Payment for eligible certifications will become effective at the beginning of the next pay period and will not be paid retroactively. If an employee is promoted or transferred into a new classification, and a certification previously eligible for premium pay becomes a minimum qualification of the new classification, then the premium pay for that certification shall cease.

Multiple certifications held within the same series (*i.e.* CDL Class A and B) only qualify for one premium. Each employee eligible for a certification premium must present a copy of their certification to the Employer, to be included in the employee's personnel file. The Employer may verify the legitimacy of any certification presented by an employee.

15.5 – Pension Contribution

The Employer shall make pension contributions to Washington's Public Employees' Retirement System (PERS) for each eligible employee, based on the terms and conditions imposed by Washington law. Participating employees shall pay any required amounts towards contribution costs by means of a payroll deduction.

15.6 – Deferred Compensation Contribution

The Employer participates in the Washington State Deferred Compensation Program. Regular full-time, regular part-time, and initial/promotional probationary employees may voluntarily participate as an avenue to save for retirement. Effective January 1, 2021, the Employer shall match an employee's contribution on a dollar for dollar basis, up to twenty five (\$25.00) per month. Effective January 1, 2024 or the first pay period after ratification of this Agreement by both parties if later, the Employer shall match an employee's contribution on a dollar for dollar basis, up to \$35.00 per month. Participation in the Washington State Deferred Compensation Program and the Employer's matching program shall be regulated by Washington and guidance from the Internal Revenue Service.

15.7 – Out of Class Pay

Effective the first pay period after ratification of this Agreement by both parties, an employee assigned in writing in advance by the Employer to fill the duties and responsibilities of a higher job classification for a minimum of five consecutive workdays is eligible for out of class pay for hours authorized by the Employer to be worked in the higher classification. Out of class pay is equal to 5% of the assigned employee's base wage.

ARTICLE 16 – DISCIPLINE AND SEPARATION

16.1 – In General

All employees of the bargaining unit are expected to comply with the Employer's policies governing anti-harassment, anti-discrimination, and the code of conduct. All discipline and discharge actions for regular full-time, regular part-time, and promotional probationary employees shall be for "just cause." The Employer retains the right to discipline and initial probationary employees as "at will" employees, with or without cause, and without recourse to the grievance procedure stated in this Agreement.

16.2 – Disciplinary Steps

Disciplinary action shall include the following progressive steps, unless otherwise provided below:

- a. Verbal warning.
- b. Written reprimand.
- c. Suspension without pay.
- d. Permanent or temporary demotion.
- e. Discharge.

The Employer may tailor discipline to respond to the nature and severity of the offense and the employee's prior disciplinary record. The steps of the discipline structure will usually be sequential unless the gravity of an offense, or other extenuating circumstances, justify a more severe response.

16.3 – Verbal Warnings and Written Reprimands

- a. Verbal warning** – The Employer may issue a verbal warning at any time for cause. A verbal warning shall carry no additional penalty. The Employer may record having issued a verbal warning. If the Employer records the instance of a verbal warning, then the record shall reflect the nature and date of the offense, the date of the verbal warning, and the substance of the warning.
- b. Written reprimand** – The Employer may issue a written reprimand at any time for cause. A written reprimand must state the nature and date of the offense, describe the expected employee behavior, and cite the authority (Employer authority, professional expectations, or the law) for the expected employee behavior. A written reprimand shall carry no additional penalty.
- c. Grievance procedure** – Verbal warnings are not subject to the grievance procedure. Written reprimands may be grieved through Step 2 of the grievance procedure. If the Union has grieved a written reprimand through Step 2 of the grievance procedure and the Employer later relies on the written reprimand for purposes of imposing a higher level of discipline, then the Union shall have the opportunity at grievance arbitration to contest the merits of the written reprimand alongside the higher level of discipline.

16.4 – Discipline Procedure Other Than Verbal Warning or Written Reprimand

- a. Notice of Pre-Disciplinary Meeting** – If the Employer is considering imposing discipline other than a verbal warning or written reprimand, the Employer shall inform the employee in writing. The written notice shall describe the event or conduct to enable the employee to understand the general nature of the concern or allegations, modified by what the Employer has learned to date through any investigation or otherwise.
- b. Pre-Disciplinary Meeting** – Upon at least twenty-four (24) hours written notice to both the employee and the Union, the Employer may call a pre-disciplinary meeting at which the Employer will provide the employee an opportunity to respond. The employee may elect to attend the pre-disciplinary meeting accompanied by a Union representative.
- c. Disciplinary Decision** – No sooner than the day following the close of a pre-disciplinary meeting, but no later than twenty-one (21) working days after the close of a pre-disciplinary meeting, the Employer shall inform the employee and the Union in writing of the Employer's decision.

16.5 – Employer Investigations

- a. **Duty to Cooperate** – Employees have an obligation to cooperate with any investigation conducted by the Employer. Failure to do so will be considered insubordination and will be grounds for discipline.
- b. **Union Representation** – If the Employer elects to conduct a disciplinary investigation, an employee is entitled, at their request, to have Union representation during any investigatory interview conducted by the Employer that the employee reasonably believes may result in their discipline or discharge. During such an investigatory interview, a participating Union representative will be given the opportunity to ask questions, offer additional information, and counsel the employee, but may not obstruct the Employer's investigation.
- c. **Administrative Leave** – The Employer may, at its discretion, place employees on paid administrative leave during an investigation. Employees on such paid administrative leave must remain available during their normal hours of work and are not permitted to accept outside employment. Placement on paid administrative leave is not subject to the grievance procedure stated in this Agreement.

16.6 – Resignation and Retirement

Employees are expected to provide a minimum of two weeks' notice of planned resignations or retirements.

16.7 –Personnel Files

- a. **Right to Inspect** - An employee, upon written request to the Employer, shall have the right to inspect the entire contents of their personnel file. The inspection shall take place on the Employer's premises at a date and time mutually agreeable to the Employer and employee.
- b. **Disclosure** – Upon receipt of any court order or subpoena seeking documents from an employee's personnel file, the Employer will provide the employee with a copy of the order or subpoena. Upon receipt of a request for personnel records under the Public Records Act, the Employer will comply with RCW 42.56.250(~~4~~2) as it currently exists or is hereafter amended.

16.8 – Removal of Disciplinary Records

Employees may request, in writing, the removal of disciplinary records from their personnel files in accordance with the following terms and conditions:

- a. **Verbal Warning** – Written records of a verbal warning may be removed after twelve (12) months without a reoccurrence of the same or similar conduct giving rise to the verbal warning.

- b. Written Reprimand – Written reprimands may be removed after twelve (12) months without a reoccurrence of the same or similar conduct giving rise to the written reprimand.
- c. Suspensions – Suspensions may be removed after thirty-six (36) months without a reoccurrence of the same or similar conduct giving rise to the written reprimand.

When a disciplinary record is removed from an employee's personnel file, it shall not be considered for purposes of progressive discipline, but may be introduced as evidence by either the Employer or the Union during grievance arbitration. Records of disciplinary action removed from personnel files in accordance with this Article shall be kept by the City as required by Washington state records retention laws and the Employer's records retention policies.

ARTICLE 17 – GRIEVANCE PROCEDURE

17.1 – In General

The Employer and the Union recognize the need for fairness and justice in the adjudication of employee grievances. Employees are encouraged to attempt to resolve complaints through informal discussions with the Employer and any applicable supervisors. An employee presenting an informal grievance shall have the option of being accompanied by a Union representative. If a grievance cannot be resolved informally, the grievance will be settled according to the procedure provided below.

17.2 – Definition of Grievance

A grievance is a dispute between the Employer and the Union, on the Union's own behalf or on behalf of an employee or group of employees, over an alleged violation, misinterpretation, or misapplication of an express Article, section, term, or provision of this Agreement. Verbal warnings are not subject to the grievance procedure. Written reprimands may only be grieved pursuant to the terms of Article 16.3(c).

17.3 – Election of Remedies

The Employer and the Union expect the procedures contained in this Agreement, if applicable, to be the sole remedy for grievances. The Employer and the Union also recognize that employees have legal rights independent of this Agreement. If the Union seeks arbitration of a dispute within the procedure established by this Agreement, that election shall be deemed to have waived external remedies to the extent allowed by state and federal law. If an employee or the Union seeks redress or review from any external body, whether administrative or judicial, then whether or not such body accepts the matter for review, the Union and/or the employee shall have elected the external remedy to the exclusion of all rights under this Agreement.

17.4 – Time Limits

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.

For purposes of this Article, “working day” shall be defined as Monday through Friday, excluding holidays recognized by the Employer. Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day of an applicable time limit.

The day after the event, act, or omission shall be the first day of a timeline under this Article. In the event a time limit under this Article falls on a weekend or holiday, the deadline will be automatically extended to the following working day.

Time limits within the grievance procedure may be waived or extended by the mutual agreement of the parties. If the Union, on behalf of itself or employees, fails to act or respond within the specified time limits, the grievance shall be considered waived. If the Employer fails to respond within the specified time limits, the grievance shall proceed to the next step of the grievance procedure.

17.5 – Required Content of Grievance

A grievance must satisfy the following conditions:

1. Be submitted in writing.
2. Describe the facts giving rise to the grievance with sufficient particularity to permit the Employer to understand the nature of the grievance.
3. Identify the provision(s) of the Agreement allegedly violated.
4. Identify the aggrieved employee(s).
5. Identify the remedy sought.
6. Be signed and dated by the Union representative and/or the affected employee(s).

17.6 – Grievance Procedure

1. **Step 1** – The grievance procedure shall be initiated by personally serving a grievance upon the Mayor, City Administrator, or the Human Resources Director. The grievance must be served 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 immediate supervisor (if applicable, otherwise, the Human Resources Director) shall respond in writing to the Union and the aggrieved employees within ten (10) working days.

Court Clerk Classification – The Employer will promptly forward a copy of any Step 1 grievance involving the Court Clerk classification to the Presiding Judge of

Black Diamond Municipal Court. If the grievance involves subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall respond to the grievance in accordance with Step 1, above.

2. **Step 2** – If the grievance is not resolved at Step 1, then within ten (10) working days of the Employer's written response in Step 1, a written appeal, signed by the Union and/or the affected employee(s), shall be personally served upon the Mayor, City Administrator, or the Human Resources Director. The Employer, acting through the Mayor, shall thereafter schedule a meeting with the Union and aggrieved employee(s) within fifteen (15) working days from receipt of the written appeal. During the meeting, aggrieved employees have the right to be accompanied by a Union representative. Thereafter, the Mayor shall respond in writing to the Union and the aggrieved employees within ten (10) working days.

Court Clerk Classification – The Employer will promptly forward a copy of any Step 2 grievance involving the Court Clerk classification to the Presiding Judge of Black Diamond Municipal Court. If the grievance involves subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall respond to the grievance in accordance with Step 2, above.

3. **Step 3, Arbitration** – If the grievance is not resolved at Step 2, the parties may proceed to final and binding arbitration. Prior to arbitration, the parties may mutually agree to first proceed with mediation, in which case the timelines for arbitration shall be extended to accommodate the mediation process. If the grievance involves the Court Clerk classification and subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall be involved in the arbitration process and may substitute entirely for the Employer, depending on the subject matter involved.

- a. **Notice** – Within twenty (20) working days following receipt of the Employer's written response in Step 2, the Union shall notify the Employer, in writing, of its intent to proceed with arbitration.

- b. **Arbitrator Selection** – After the Union has provided timely notice of its intent to proceed with arbitration, the parties shall select an impartial arbitrator within thirty (30) working days. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, the parties will request a list of nine (9) impartial arbitrators able to abide by time limitations. The list will be provided by the Public Employment Relations Commission (PERC) or the American Arbitration Association (AAA). In the event the parties cannot agree on the source of an impartial list, then the list shall be provided by PERC. Once a list has been provided, the parties shall flip a coin to determine who will strike the first name, following with subsequent strikes alternating between the parties, until one (1) name remains. The remaining name will serve as the arbitrator.

- c. **Decision, Time Limit** – The arbitrator will meet and hear the matter at the earliest possible date after the selection process. After completion of the hearing, a written decision shall be entered within thirty (30) working days, or as soon as possible thereafter, unless an extension of time is agreed upon by the parties.
- d. **Jurisdiction of Arbitrator** – The grievance submitted to the arbitrator shall be the original written grievance unless the Employer and the Union agree otherwise. Only one (1) grievance may be submitted to the arbitrator at one (1) hearing, unless the Employer and the Union agree otherwise. The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there was a violation of the terms of the Agreement. The arbitrator shall also have the authority to receive evidence, question witnesses, and dictate the orderly procedure of the hearing. The arbitrator shall not have the authority to add to, subtract from, alter, change, or modify the provisions of this Agreement, nor limit or impair any common law right of the Employer or the Union.
- e. **Final Binding Award** – The arbitrator’s written award shall be final and binding upon the parties. In any arbitration alleging a violation of rights protected by this Agreement, the arbitrator’s authority to award monetary damages shall be limited to back pay and related benefits, and shall not include compensatory or punitive damages.
- f. **Costs, Fees, and Expenses** – Each party is responsible for its own costs, fees, and expenses incurred in handling the grievance and presenting its case, including attorney’s fees. The parties agree to equally share in the costs and expenses charged by the arbitrator.
- g. **Challenges to Arbitrability** - Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance shall be resolved in an arbitration proceeding separate from and prior to arbitration on the merits of the grievance. If arbitration is required to determine the procedural arbitrability of a grievance, then the selection of the arbitrator and arbitration procedure shall be based on the steps stated in this section. Within ten (10) working days following receipt of an arbitrator’s award ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in Article 17.6(3)(b) to select an arbitrator to rule on the merits of the grievance.

ARTICLE 18 – LAYOFF, FURLOUGH, AND RECALL

18.1 – In General

The Employer retains the right to determine the need for layoffs, furlough days, and the classifications subject to layoff or furlough. In the event of a layoff, initial probationary

employees in a classification subject to layoff shall be laid off first. Thereafter, layoffs shall be determined by order of seniority within a classification. Employees who have previously held a lower classification within the bargaining unit shall have the right to return ("bump") to such lower classification if their seniority is greater than the employee in such classification and if they meet the qualifications of the position. Employees shall not accrue seniority while on layoff.

Employees of one bargaining unit (either Public Works or Admin. Support) shall not be permitted to bump into positions in the other bargaining unit.

18.2 – Recall from Layoff

Laid off employees have the right to recall from layoff. Recall shall be based on seniority within a classification. The period of recalling laid off employees shall be limited to twelve (12) months, beginning on the date of the layoff. The Employer retains the right to extend the twelve (12) month period at its discretion. As a mandatory condition of recall, an employee must be qualified to hold the position. It is the responsibility of each laid off employee to provide current contact information with the Employer. Failure of a laid off employee to report for reinstatement within ten (10) days of notification by the Employer shall result in forfeiture of the right to recall. If, during a layoff, an employee is required to maintain a license or certification necessary to remain qualified for their former position with the Employer, the Employer shall reimburse the employee for the cost of the license or certification at the time the employee is reinstated to their former position.

Employees of one bargaining unit (Public Works or Admin. Support) shall not have recall rights into the other bargaining unit.

ARTICLE 19 – BARGAINING UNIT WORK

19.1 – Subcontracting

As of the effective date of this Agreement, any work currently subcontracted by the City may continue to be subcontracted. All other work of the Union's bargaining unit shall be performed only by employees of the bargaining unit except as otherwise provided in this Agreement or otherwise bargained with the Union to mutual resolution or impasse, as required by Washington law.

19.2 – Work Performed by Supervisors/Managers/Directors

Bargaining unit work performed by supervisors, managers, or directors outside of either bargaining unit on either a temporary basis, or to assist/counsel/train bargaining unit employees, shall not be considered "skimming" or subcontracting.

ARTICLE 20 – PERFORMANCE OF DUTIES/NO RIGHT TO STRIKE

The parties recognize that the Employer provides important public services and has the right to provide such services on an uninterrupted basis. The Union shall not authorize a strike, work stoppage, or slowdown, and the Employer shall not engage in a lockout during the term of this Agreement. The Union shall take all reasonable means within its power to induce employees engaged in a strike, work stoppage, or slowdown, in violation of this Agreement, to return to work. Every attempt shall be made to settle all disputes or controversies arising under this Agreement under the grievance and arbitration procedures provided herein.

ARTICLE 21 – SCOPE AND DURATION OF AGREEMENT

21.1 Term of Agreement

This Agreement is effective January 1, ~~2021-2024~~ and continues through December 31, ~~2023~~2026. If either party desires to negotiate a successor agreement, they shall provide notice to the other party and the parties shall, within a reasonable time frame, set a schedule for contract negotiations. In the event negotiations for a successor agreement have not been completed by the termination date of this Agreement, then the *status quo* shall be maintained to the extent required by Washington law.

21.2 Severability

If any provision of this Agreement, or amendments or addendums thereto, are held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement, amendments, and addendums shall not be affected thereby, and the parties shall immediately enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of the invalid provision.

APPENDIX A—WAGE TABLE

January 1, ~~2021~~2024 Effective January 1, ~~2021~~2024, employees shall receive a ~~1.50%~~ 10% increase to base wages.

January 1, ~~2022~~2025 Effective January 1, ~~2022~~2025, employees shall receive a base wage increase equal to the June ~~2020~~2023-June ~~2021~~2024 CPI-U Seattle-Tacoma-Bellevue, with a guaranteed minimum increase of ~~1.60%~~1.50% and a maximum increase of ~~3.00%~~ 3.5%.

January 1, ~~2023~~2026 Effective January 1, ~~2023~~2026, employees shall receive a base wage increase equal to the June ~~2021~~2024-June ~~2022~~2025 CPI-U Seattle-Tacoma-Bellevue, with a guaranteed minimum increase of ~~1.70%~~1.50% and a maximum increase of ~~3.00%~~3.5%.

2020 <u>2024</u> Salary Schedule	Step 1	Step 2	Step 3	Step 4	Step 5
Judicial Specialist I (hourly)	20.69	22.43	24.15	25.87	27.59
Judicial Specialist II	3,945	4,275	4,603	4,933	5,261
Senior Accountant	5,178	5,437	5,709	5,994	6,293
MDRT Senior Accountant (hourly)	27.98	29.37	30.84	32.39	34.00
Administrative Assistant II	3,868	4,061	4,264	4,477	4,701
Information Services Manager	7,479	7,911	8,343	8,773	9,206
Police Clerk	3,958	4,156	4,364	4,582	4,811
Facilities Equipment Coordinator	4,853	5,172	5,509	5,848	6,184
Accounting Clerk/Utility Billing Specialist	4,275	4,490	4,714	4,949	5,196
Permit Technician	4,833	5,172	5,509	5,848	6,184
Assistant Planner/Permit Tech	4,600	4,922	5,243	5,565	5,887
Construction Inspector	5,984	6,329	6,675	7,019	7,364
Building Inspector	5,069	5,322	5,589	5,868	6,161
Public Utilities Operator	5,167	5,425	5,696	5,981	6,280
Capital Projects Program Manager	6,851	7,194	7,553	7,931	8,327
Public Works Administrative Asst. 3	4,565	4,794	5,034	5,285	5,551
Utility Worker-Facility/Eq/Utility Worker	4,617	4,848	5,090	5,345	5,612

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2021 <u>2024</u> Salary Schedule	Step 1	Step 2	Step 3	Step 4	Step 5
Judicial Specialist I (hourly)	21.00	22.77	24.51	26.26	28.00
Judicial Specialist II	4,004	4,339	4,672	5,007	5,340
Senior Accountant	5,256	5,519	5,795	6,084	6,387
MDRT Senior Accountant (hourly)	28.40	29.81	31.30	32.88	34.51

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Administrative Assistant II	3,926	4,122	4,328	4,544	4,772
Information Services Manager	7,591	8,030	8,468	8,905	9,344
Police Clerk	4,017	4,218	4,429	4,651	4,883
Facilities Equipment Coordinator	4,926	5,250	5,592	5,936	6,277
Accounting Clerk/Utility Billing Specialist	4,339	4,557	4,785	5,023	5,274
Permit Technician	4,905	5,250	5,592	5,936	6,277
Assistant Planner/Permit Tech	4,669	4,996	5,322	5,648	5,975
Construction Inspector	6,074	6,424	6,775	7,124	7,474
Building Inspector	5,145	5,402	5,673	5,956	6,253
Public Utilities Operator	5,245	5,506	5,781	6,071	6,374
Capital Projects Program Manager	6,954	7,302	7,666	8,050	8,452
Public Works Administrative Asst. 3	4,633	4,866	5,110	5,364	5,634
Utility Worker-Facility/Eq/Utility Worker	4,686	4,921	5,166	5,425	5,696

Signed this ____ day of ~~March, 2021~~

Signed this ____ day of ~~March, 2021~~

SIGNED FOR THE CITY OF BLACK DIAMOND

SIGNED FOR TEAMSTERS LOCAL NO. 117
(Public Works & Admin. Unit)

Mayor Carol Benson

~~John Searcy~~Paul Dascher, Secretary-
Treasurer
Teamsters Local 117

Signed this ____ day of ~~March, 2021~~

SIGNED FOR THE CITY OF BLACK DIAMOND
MUNICIPAL COURT UNDER GR 29(f) FOR
NON-WAGE RELATED ARTICLES APPLICABLE
TO COURT PERSONNEL COVERED BY THIS
AGREEMENT

~~Scott Hanis~~Melanie Self, Public Works
employee representative

The Honorable Krista White Swain

~~Christine Higgins~~Tracey Redd, Admin.
Support employee representative