# CITY OF BLACK DIAMOND

**January 16, 2025 Council 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

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

**READING OF GUIDING PRINCIPLES:**

**AGENDA REVIEW AND APPROVAL:**

**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:**

1) **Council Vacancy Interviews**
   a) Interview with Applicants for Positions #2 and #5
   b) Possible Executive Session – Pursuant to RCW 42.30.110(1)(h)
   c) Public Comments Regarding Council Candidates
   d) Possible Appointments and Oath of Office

**COMMITTEE REPORTS:**

**DEPARTMENT REPORTS:**

**Finance** – Mr. Mason

**CONSENT AGENDA:**

2) **Claim Checks** – January 16, 2025, Check No. 55523 through Check No. 55557 (voids No. 55488-55522) and EFTs in the amount of $418,424.62

3) **Payroll** – December 2024, Check No. 20472 through 20484 and ACHs in the amount of $605,700.88

4) **Minutes**–Council Meeting of January 2, 2025

5) **AB25-008** – Resolution Authorizing Professional Services Agreement with Olympic Environmental Resources for the City's 2025 and 2026 Spring and Fall Recycling Events — Mr. Hanis

6) **AB25-009** – Resolution Regarding Lawson Hills Stormwater Conveyance Easement — Mr. Linehan

7) **AB25-010** – Resolution Authorizing Purchase of Used Speaker Equipment and Used Generator — Ms. Martinez

8) **AB25-011** – Ordinance Regarding Increase in Petty Cash Change Accounts — Mr. Mason

**PUBLIC HEARINGS:** None

**UNFINISHED BUSINESS:**

9) **AB25-012** – Proposed Ordinance Regarding BESS — Mr. Linehan

10) **AB25-015** – Discussion Regarding Fire Services for the City of Black Diamond — Councilmembers Jones and Page

**NEW BUSINESS:**

11) **AB25-013** – Resolution Authorizing Grant Agreement with WA State Department of Commerce to Fund Renovations at the Black Diamond Fire Station #99 — Ms. Redd

12) **AB25-014** – Resolution Authorizing PSA with Parametrix, Inc. for the Design of the Roberts Reconstruction Project — Mr. Sweet

**MAYOR'S REPORT:**

**COUNCIL REPORTS:**

- Councilmember Mulvihill
- Councilmember Jones
- Councilmember Page
- Councilmember Deady
- Councilmember Peterson

**ATTORNEY REPORT:**

**PUBLIC COMMENTS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

Geoffrey (Geoff) T. Bowie
Black Diamond, WA

January 6, 2025

COVER LETTER

Dear City Council,
You know me from my speaking at City Council meetings because I care deeply about making the best possible future for our city. It would be an honor to serve on the City Council again. Here is a little background.

Back in the 1980's as my family was growing in in Black Diamond, and working in the construction industry, and observing what was or was not happening here in town I felt that I somehow needed help the City. Development was sometimes haphazard, so I got involved.

The summer of 1995 Mayor Howard Botts and Administrator Rick Luther contacted me to let me know there was a vacancy on the Planning Commission. At that time, the Planning Commission did City Planning very directly, as there was no position of Planner or Development Director. Before I knew it, I got know the Planning Commission Chairman Robert (Bob) Kaye.

In September of 1997, Council Member David Paules left the Council. The filling of this position would be an appointment, and I ran run for election at the next regular election. I applied because I wanted to make the time to better help the City of Black Diamond.

On October 8th, 1997 at my first Council meeting, and I felt a bit like I got tossed into an open fire, as on the agenda for this meeting was a Vote for the Annexation of the "Lake Sawyer" area to the City. I felt that I did not have a good handle on the pros and cons of this issue to Vote Yes or No on the matter, so I abstained from voting on that issue. I learned a lot that first meeting from the city attorney at the time.

After 13 years on Council, Mayor Botts presented me with a plaque in appreciation of my creativity, dedication, and leadership in making the city a better place to live, work, and play.

Thank you,
Geoff Bowie

RESUME – Geoff Bowie

CASCADE UTILITIES – October 1989 to Present
In 1989, I was hired as an estimator by the owner of a utility contractor in Redmond, WA, where I still work. My responsibilities include bidding and creating estimates for construction projects, obtaining estimates for needed materials and work to be sub-contracted out, managing the project and arranging resources, from project acquisition through buildout. Fleet management of equipment and vehicles, scheduling the repair and maintenance of tools, to large excavators and trucks.

Local projects included building the Coby Short Plats, the 129-lot Plat of Morgan Creek in Black Diamond, the 80-lot Plat of Willowgate in Enumclaw & an addition of the Flenstad Plat in Enumclaw, the soccer building and manufacturing buildings in Enumclaw. All of these projects Included clearing & grubbing, earthwork & grading, sanitary sewer system, water supply system, storm drainage system including retention/detention facilities of various types(infiltration, wet pond, & detention pipe), and pavements.

Other residential Plat work in all parts of King, Pierce, & Snohomish Counties, and even Moses Lake and Ephrata in Eastern Washington.

Commercial and multi-family projects have included sitework, pavements, sewer, water, and storm improvements throughout the same area.

PARTIAL LIST OF FORMAL CERTIFICATIONS

- Stormwater CESCL Certification (Certified Erosion Sedimentation Control Lead).
- Trench Safety and Confined Space Entry and Training.
- L&I "Competent Person" (required for excavations at each site).
- First Aid for L&I
- MSHA (Mine Safety and Health Administration) Experienced Minerin metal/non-metal program. Requires Yearly Continuing Education.
- EMT Defib, EMT MAST Trousers.
- EMT Certification x2 & recertification 1984.

BLACK DIAMOND CITY COUNCIL 13 YEARS, PLANNING COMMISSION 3 YEARS
Past years in Black Diamond were painful watching haphazard development, so I asked to be placed on the Planning Commission (1993-1996). Then, I filled a vacancy on the City Council and spent a total of 13 years serving on the City Council (1996-2009).

I saw the city through its Comprehensive Plan at that time, which was the first Plan to roughly match our current trajectory. Was part of the original planning for what became Ten Trails and the master planned developments, and hundreds of other decisions on our city code and policies.

ROAD CONSTRUCTION AND LAND DEVELOPMENT
Prior to working at Cascade Utilities, I owned my own excavating business for three years. I went into this after 1 1/2 years in my career working in forest road building, and working for a land development company in Maple Valley.

## A FOUNDING MEMBER OF "RESCUE ONE" FIRST ENUMCLAW AREA EMERGENCY MEDICAL RESPONSE.

In the early 1980's myself along with other local firefighters and EMT's, local King County Paramedics, local State Patrol Officers, local King County Sheriff's Deputies, we formed an all-volunteer Search and Rescue unit called "Rescue One" under the authority of the Fire District # 28. With private donations we built our own 4 x 4 Rescue vehicle which was staffed and operated by all volunteers and funded by donations.

King County Medic One created a system for us that would allow our King County Paramedics to utilize their skills with our group under their Medical Control System. We were able to take the King County EMS system up East of Enumclaw outside the established boundaries of a King County Fire District. This allowed us to render aid to many that worked, played and traveled the area East of Enumclaw. Later, our off-duty King County Paramedic Use program became the start of a similar program on Snoqualmie Pass and Skykomish both in King County.

## FIRE DEPARTMENT VOLUNTEER AND EMT

I responded to Enumclaw Fire calls for nine years which exposed me to a huge number of fire service events. and over a thousand fire and aid calls. While working out of Maple Valley I was asked to lend a hand to King County Fire District # 43 by responding out of Station # 83 just next door to the Playmor Tavern.

During my 11th grade year in 1975 I joined the Enumclaw Fire Department as a volunteer. By my twelfth grade I was leaving high school to jump on a fire truck and go on a fire call during school (perhaps drive), after school was work until 6 p.m. and then to the fire station. My employer would allow me to stop work for fire call response as long as I made up the missed time later that day.

Fire Department expertise was gained through attending department drills, & training, when the opportunity arose live fire training was a must when available. In my spare time I gained exposure to the King County Medic One System by grabbing every ride along shift I could in a King County Medic Unit (as Enumclaw was then not part of that provider system).

## LOCAL KNOWLEDGE AND PERSONAL LIFE

My family moved to Enumclaw when I was young and my Dad was hired into the Boeing SST Project In Seattle. I was at Byron Kibler Elementary school for grades 1 – 3, then grades 4 -6 at J.J. Smith School. I started working at an outdoor power equipment shop in Enumclaw during my 6th grade year, which was where I started learning my people skills. Junior high school was in the original 3-story school building on Porter Street, which was torn down years ago. High school was at Enumclaw High School where during my 9th grade year I was drafted into the volunteer crew building the new high school baseball field (Osborne Field). More details are below in my "PRIOR LIFE EXPERIENCE"

Our two boys are the fifth generation of the Poleski family that grew up in Black Diamond on a portion of the Poleski family homestead. Our grandchildren are the sixth generation of the Poleski family that are growing up on the family property.

ANSWERS TO SUPPLEMENTAL QUESTIONS – Geoff Bowie.

1. Why are you interested in serving as a Black Diamond City Councilmember?
**I felt the need to get involved for the betterment of the city.**

2. What strength would you bring to the Council?
**My past experience from being on Council. Knowledge of public works infrastructure, and general knowledge of the city government and construction. A voice as an independent thinker.**

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?

**Finish important required plans on time and to benefit the citizens. Plans like the city's Water System Comprehensive Plan should not linger for years, and this is the kind of issue I would use my experience to address.**

**Our stormwater system needs to be improved for the health environment, including local fish and other wildlife.**

**Make sure the city is mindful spending its money. We should not become a tax and spend, but make sure every dollar is spent wisely.**

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.
**My resume provides the answer to this question.**

5. What do you wish to accomplish during this appointed term as a Black Diamond City Councilmember?
**To help make the city of Black Diamond a better place to live and work.**

6. What is your vision for our City and community?
**Fiscal responsibility and careful spending, as I have spoken about many times at City Council meetings. Responsible growth that honors the historic character and value of our city. Our city needs to avoid the problems of over-development, such as gridlock or environmental harm.**

7. Is there anything else you would like to add that would help us get to know you a little better?
**A council member uses all their experiences so here is more history that I would bring to Council.**

- January 1958 - Born in Hancock, Michigan. In 1960, moved to Minnesota with parents & 2 Siblings
- 1962 - Moved to Christchurch, New Zealand W/Mom & 2 Siblings while father went to McMurdo Sound, Antarctica to conduct research for his doctorate. 1963 - Moved back to Rosemount, MN.
- 1964 - Moved to Enumclaw, WA w/Parents & 3 Siblings, started first grade in school.
- June 1969 - 6th Grade Elementary School, started internship on Saturdays and weekdays after school at an outdoor power equipment shop. Learned to repair all types of two-cycle and four-cycle gasoline engines, and equipment.

- January 1970 - 6th Grade Elementary School, started getting paid for working on/repairing equipment at outdoor power equipment shop in above. This work continuing thru end of senior year of high school.
- September 1973 - 10th -12th Grade High School. Worked on the construction/building of the new Enumclaw high school baseball field with other high school classmates. (Our Wood Shop Teacher was also the High School Baseball Coach). The Enumclaw School District got a deal on the cost of building this new baseball facility as it was constructed with a whole bunch of donated student labor.
- October 1973 - 10th Grade. Met my high school sweetheart (Emmy Jo Poleski) in a 10th grade driver's education class.
- July 1973 - June 1974 - 11th Grade. Joined the all-volunteer Fire Department training for basic first aid, learning S.C.B.A. (self-contained breathing apparatus) operations, hose evolutions/pumping drafting procedures and driver training on all of the department Fire Trucks. Responded to fire calls when alerted after school, from work, or home.
- September 1975 - June 1976 11th and 12th Grade. Worked special construction projects for the school as requested by the High School Vice-Principal.
- September 1975 - June 1976 - 12th Grade. Continued volunteering on Fire Department, adding night sleeper shifts at the headquarters fire station. (Enumclaw had been resistive to adding an aid car to the Fire Station, Fred's Towing in town provided ambulance service to the area).
- June 1976 – Last day of High School, I moved into the empty a spare bedroom at the headquarters fire station to live there and volunteer full time when not working my other job.
- July 1976 – Began work at large department store in Enumclaw, getting on the job training in the Sporting Goods department. The Vice-President of this store recruited me away from working at the outdoor power shop after working there for the six years prior.
- June 1977 - Moved intothe Single Bay/ Fire Truck Satellite Station west of Enumclaw.
- December 1977 - Began work for Don Walker Logging, Palmer, WA. I was recruited due to my experience driving the tandem axle fire truck. Began driving a tandem axle dump truck working on a road building project to repair a road that had washed out above the Maywood area on the way to the Town of "Lester" up in the Tacoma Watershed East of Palmer, WA.
- February 1979 - My high school sweetheart Emmy Jo Poleski accepts my proposal to get married, and we purchase our first home together in Enumclaw.
- Summer 1980 - Enumclaw adds an Aid Car to the Fire Department. Myself and almost a dozen volunteer firefighters complete the King County E.M.S. Emergency Medical Technician training and receive E.M.T. Certification. Continue responding to fire & aid calls when alerted if available.
- Summer 1980 – At work, a large-diameter cable parted/failed and struck me on the head while loading logs in the upper Seattle Watershed. This was the second such accident and that day I gave my two weeks' notice that I was leaving to stay alive.
- Summer 1980 - 1982 - DeGross Construction – Worked for a local contractor who built and maintained logging roads. I drove a dump truck or pioneered new road rights-of-way during construction.
- October 1981 - My wife Emmy Jo and myself are pleased to announce the birth of our first son.
- Summer 1982 - Become a Founding Member of "Rescue One" described on my resume.
- September 1986 - My wife Emmy Jo and myself are pleased to announce the birth of our second son.
- Summer 1982 - 1988 - Graddon Land Development. As the family was growing, I was looking to get into a more controlled work environment. My position included coordinating the improvement of land, be it a short plat or larger residential plat.
- June - August 1988 – With our family of four, our first home was a bit tight, so we decide to build a new home in Black Diamond on a portion of the old family homestead.

# APPLICATION FOR APPOINTMENT TO BLACK DIAMOND CITY COUNCIL POSITION #2 OR POSITION #5

Thank you for your interest in serving the community as a member of the Black Diamond City Council.

The timeline for filling these Council positions is as follows:

| | |
|---|---|
| **January 6, 2025:** | Applications due to City Clerk by 4:00 p.m. |
| **January 16, 2025:** | Candidate interviews (Council Meeting., 7:00 p.m.) |
| **February 6, 2025:** | Anticipated Council vote and appointments (Regular Mtg., 7:00 p.m.) |

To be considered, your application must be completed and received by the City Clerk at Black Diamond City Hall (24301 Roberts Drive, Black Diamond) **no later than 4:00 p.m. on January 6, 2025.** Applications received after 4:00 p.m. will not be accepted. Additional written information after this date will not be accepted unless requested by the City Council. For additional information please contact City Clerk Brenda L. Martinez at 360-851-4564 or bmartinez@blackdiamondwa.gov.

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Please submit the following items:

- Application (see page 3)
- A **1 page** cover letter indicating your interest and general qualifications for the position.
- A resume of **no more than 2 pages.**
- Answers to the Supplemental Questions of **no more than 3 pages total.**

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**

Applications and correspondence may be emailed to bmartinez@blackdiamondwa.gov

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## Councilmember Eligibility, Requirements and Public Disclosure

To be eligible to be appointed to the Black Diamond City Council, you must have continuously resided within Black Diamond city limits for a minimum of one year prior to your appointment to the Council and must be a registered voter in the City of Black Diamond.

If you hold, participate in, or are involved in any contract(s) with the City of Black Diamond or if you hold any other elected public office, please explain in your cover letter.

**Please note that:**

- Once a Councilmember application is filed with the City, it is a public record available to the public.
- The applications received from all candidates who meet the minimum requirements of State law, along with the answers to the supplemental questions, will be posted on the City of Black Diamond website as part of the Council's meeting packet the Friday prior to the candidate interviews.
- If appointed, you will be required by state law to file financial disclosure statements with the Washington Public Disclosure Commission (www.pdc.wa.gov).

## City Council Duties & Compensation

The Black Diamond City Council is the legislative authority of the City of Black Diamond. The City operates under a Mayor-Council form of government. The City Council serves as the legislative body of the City. The Council is responsible for setting policy, adopting the annual budget, adopting laws, determining the services to be provided and the funding levels for those services, and confirming citizens to commissions.

The duties of a City Councilmember will likely involve an average minimum commitment of 18-20 hours per month for preparation, participation, and attendance at various meetings and community activities. Beyond the broad duties previously mentioned, Councilmember duties include, but are not limited to:

- Attendance is required at regular City Council meetings, which are held on the first and third Thursday of each month at 7:00 p.m. Regular Work Sessions which are held on the second Thursday of each month at 6:00 p.m., and Town Hall meetings which are held the second Thursdays in the months of March and October from 7:00 p.m. to 9:00 p.m. From time to time, the City Council or Mayor may call Special City Council meetings to handle City business.

- Councilmembers are expected to serve as liaisons to the City's Commissions and on Council Standing Committees, regional boards and commissions, and to represent the City Council at various community functions. These various meetings and functions occur normally during the evenings, but may also occur on some weekends, and during some weekdays.

- Some travel is expected locally, regionally, and/or within the State of Washington, involving various organizations of which the City of Black Diamond is a member. Councilmembers may also at their discretion, travel and attend training, education and/or participate in other organizations at the local, regional, state, or in some instances on the national level. Travel, education, and training expenses for local, regional, state, and national activities are reimbursed in accordance with City policy applicable to all employees and city officials, subject to the budgetary limit set for the City Council as a whole.

The monthly Councilmember salary is $160 per month.

## Sample Interview Questions

The following questions are examples of what may be asked during the interview process:

1. Why do you want to serve on the City Council?
2. What experiences, talents or skills do you bring to the Council and community that you would like to highlight?
3. Are there any regional issues or forums in which you have a particular interest or expertise? (e.g. transportation, water supply, human services, water quality, fiscal management, solid waste, parks & open space, etc.)
4. Do you want to serve on the City Council because of a particular local issue on which you want to work or are your interests more broadly distributed?

The Council may ask additional questions of candidates during their interview.

# APPLICATION FOR APPOINTMENT TO BLACK DIAMOND CITY COUNCIL POSITION

## Applicant Information

*(Please type or print)*

Applicant Name Geoffrey T. Bowie (Geoff)

Residence Address [redacted], Black Diamond, WA 98010

Home Phone [redacted] Work Phone [redacted]

Email [redacted]

[illegible] 2025

Please check which position you are applying for: ☑ Position No. 2 ☐ Position No. 5

## 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:

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**Black Diamond Councilmember Recruitment**
**PO Box 599/24301 Roberts Drive**
**Black Diamond, WA 98010**

# APPLICATION FOR APPOINTMENT TO BLACK DIAMOND CITY COUNCIL POSITION #2 OR POSITION #5

JAN 06 2025
PLANNING DEPT.

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4. Do you want to serve on the City Council because of a particular local issue on which you want to work or are your interests more broadly distributed?

The Council may ask additional questions of candidates during their interview.

## APPLICATION FOR APPOINTMENT TO BLACK DIAMOND CITY COUNCIL POSITION

### Applicant Information

*(Please type or print)*

Applicant Name Dan Dal Santo

Residence Address [redacted] Black Diamond WA, 98010

Home Phone [redacted] Work Phone ____________

Email [redacted]

Please check which position you are applying for: ☐ Position No. 2 ☒ Position No. 5

### 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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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?

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**Black Diamond Councilmember Recruitment**
**PO Box 599/24301 Roberts Drive**
**Black Diamond, WA 98010**

1. I do not believe the Mayor & council are not addressing citizens issues.

2. Honesty & accountability

3. Buget, responding to citizens concerns, accountability

4. 25 plus years in public works, worked on school playgrounds installing playground equipment not related to city projects.

5 In city forest agreement, making sure the water & sewer comp. plan gets finish, make sure public works construction standards are followed.

6. To have the Lake Sawyer regional park developed, also have new buisness

7.

# APPLICATION FOR APPOINTMENT TO BLACK DIAMOND CITY COUNCIL POSITION

## Applicant Information

*(Please type or print)*

Applicant Name Sara Nielsen

Residence Address [redacted] Black Diamond, WA 98010

Home Phone [redacted] Work Phone [redacted]

Email [redacted]

Please check which position you are applying for: ☒ Position No. 2 ☐ Position No. 5

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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?

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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**

CITY OF BLACK DIAMOND
RECEIVED
JAN 06 2025
PLANNING DEPT.

January 6, 2025

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

Dear Ms. Martinez:

Upon learning of the opening for a new member of the Black Diamond City Council, I knew this was the ideal opportunity to further my contributions to our city and community.

Throughout my professional career, I have achieved success in the financial services industry. My work has allowed me to develop strong skills in problem solving, decision making, and collaboration. The roles I have served in have required financial analysis and risk management expertise. I pride myself in the ability to identify issues, determine the root cause of problems, and collaborate to determine optimal solutions that are effectively implemented. I believe these skills directly translate to supporting a healthy community through financial responsibility and the identification and management of risks. I have a strong belief that the government and city should be fiscally responsible with taxpayer dollars while focusing on using these funds in ways that most benefit our citizens.

I have lived in Black Diamond since the Fall of 2022. During this time, I have seen our community change. Rapid growth continues with plans for further residential and retail expansion. With growth comes the need to effectively plan for the future in anticipating challenges ahead and the evolving needs of our citizens. I have a passion for collaborating and ensuring that all members of our city are seen and heard. Through my skills in supporting the development of others, I will work well with everyone to ensure our city thrives.

I look forward to discussing this opportunity soon and sharing thoughts on how to further enhance the efficiency and effectiveness of our city.

Sincerely,
Sara Nielsen
[redacted]
Black Diamond, WA 98010
[redacted]

# Sara K. Nielsen

[redacted]
Black Diamond, WA 9801(
[redacted]

I am a highly motivated and driven business executive with a proven track record of getting results. I help organizations set a successful strategic direction and ensure the vision is effectively executed. Through a broad background in compliance, regulatory oversight, management, sales, and banking, I bring a unique, holistic perspective to the business environment. I am looking for an opportunity to leverage my extensive financial industry and business experience to add value to your organization.

## EXPERIENCE

Risk Analyst- USAA, San Antonio, Texas
**December 2019-present**

- Leverage extensive financial services experience as both a banker and Federal Reserve Bank Managing Examiner to ensure compliance with all Laws, Rules, and Regulations and to enhance risk identification and risk management practices.
- Create approaches to support the identification, monitoring and reporting of risks including root cause analysis and a holistic view of risk impact from cross-functional areas.
- Use influence to positively impact decision making to strengthen risk oversight.
- Draft communications for executives regarding risk identification and management strategies.

**SVP of Regulatory Affairs- BankOnIT, Oklahoma City, Oklahoma**
**January 2018- present**

- Consulted with firm management regarding strategies to retain existing clients and attract new clients through my broad banking perspective, industry relationships, and risk management/regulatory expertise
- Served as a regulatory expert for new and existing clients to strengthen risk management, address cybersecurity and fraud risks, and enhance regulatory examination results
- Authored and consulted on strategic publications for existing clients regarding regulatory compliance, cybersecurity and technology risks, and overall fraud prevention strategies.

**Bank Examinations Manager- Federal Reserve Bank of Kansas City, Denver, Colorado**
**June 2004 – October 2017**

- Oversaw bank examinations to ensure that financial institution risks are properly managed including all financial (CAMELS), IT and BSA exam ratings components
- Managed and led teams of highly experienced bank examiners throughout the financial crisis to enhance risk identification and risk management practices to minimize losses to the FDIC Insurance Fund and consumers
- Supported development of the Federal Reserve System's national examination programs for information technology, cybersecurity and fraud, and operational risk reviews to strengthen national bank oversight and help banks mitigate risks.
- Collaborated at the national level with leaders from the FDIC, OCC, NCUA, FBI, and Secret Service to support enhanced oversight and strengthen the nation's financial systems through various projects and initiatives.

## EDUCATION

Bachelor of Arts Degree in Business Management and Administration-
Chadron State College, Chadron, Nebraska

Commissioned Bank Examiner-
Federal Reserve Board of Governors

### SKILLS

Risk Management

Leadership

Regulatory Compliance

Bank Financial Analysis

Problem Solving

Communication

Decision Making

Public Speaking

### AWARDS

**Federal Reserve Board of Governors William Taylor Award for Excellence in Community Bank Supervision**

Received national award from Federal Reserve Chairwoman Janet Yellen for outstanding efforts in developing and establishing the Federal Reserve System's cybersecurity examination strategy and program

**Federal Reserve Bank of Kansas City President's Award**

Received award for leading national and local efforts in developing the Federal Reserve System's technology and cybersecurity examination programs

Sara Nielsen, Response to Questions for City Council Role 1/6/25

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

   I am a newer resident in the Black Diamond Community. I see lots of opportunities for us to establish a community of inclusivity where all can thrive and flourish. I have a heart for people and believe that if we all work together this will be a community we can all be proud of. I enjoy conducting outreach and working with teams to help others. I especially have a heart for young people and believe in investing in the future through supporting our youth. With skills from a long career in the financial services industry, I can contribute to the betterment of Black Diamond through my budgeting and risk management expertise.

2. What strength would you bring to the Council?
   I have spent my career working in financial services with many years spent managing teams of people. My strong interpersonal skills allow me to lead and collaborate on teams, support the development of others, and ensure a shared vision and accomplishment of objectives. Throughout my career, I have worked with budgets, financial statements, and key reports to measure financial success. I am a risk management expert in the financial services industry which allows me to identify risks and assess how effectively risks are being addressed and managed to support a strong and safe community. I enjoy meeting new people, learning about what makes us all unique, and identifying the common interests and concerns to unite us in setting goals and objectives for achieving success. I have very strong problem solving and critical thinking skills with experience in conducting root cause analysis to identify underlying causes of problems and issues to support the development of effective solutions.

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?

   i. I have a concern about crime throughout the region and the potential rise of crime in this community. I would like to explore options for citizens and the police force to work together to take an active role in the safety of all through potential programs such as neighborhood watch. I enjoy identifying issues so that proper solutions can be developed. I am interested to learn more about what other communities are doing to combat and address crime. Through taking proactive measures and working together, we can ensure our citizens continue to feel safe and secure.
   ii. I am interested in developing and supporting the youth in our community. To have a strong city in the future, we need to build a community of socially aware and empowered future citizens. I am interested in researching what other communities are doing to teach and develop youth to take an active interest in community affairs and participating in activities for the betterment of our city. Specifically, I am interested in any efforts the city has taken to engage with our youth, such as a youth council that can advise the larger city council on matters of concern and potential solutions. By partnering across generations in our

community, we can ensure that we are identifying citizen needs and concerns through multigenerational solutions to sustain a strong community in the future.

iii. I am also interested in learning and understanding about the needs of the most vulnerable members of our community. I have a heart for people and believe in this country all should have their basic needs met. I would like to learn more about any food insecurities among our citizens and other situations where our citizens are suffering and collaborate to determine what actions can be taken to support our most vulnerable residents. Through supporting the empowerment and development of less fortunate individuals, we can strengthen our community and all of us can continue to pay it forward to ensure a safe and health city.

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.

   I am a mother of twin boys who recently graduated from high school. For the past several years, my community contributions have included efforts to support our youth in the greater Black Diamond and Covington community. My children attended Kentwood High School, and I was on the board of directors for a school athletic team that my son participated on. I was the secretary for the board and focused on organizing and planning our meetings, taking effective minutes, and following up on meeting topics to keep us on track in completing our committed actions and ensuring the board was fully supporting the team. I also have visited the high school to conduct presentations on financial topics for students to support financial literacy. I helped to support two separate food drives conducted by the high school to support the basic needs of families in our community. I regularly collect, gather and donate our household items to a local food bank that also helps to provide clothing and other necessities for citizens with needs. I enjoy sponsoring Black Diamond children at Christmas time through providing gifts to make Christmas special for families needing a little extra help. Whether selected to formally serve on the city council or not, I plan to transition my efforts to support our city through both formal and informal ways by identifying needs and participating in proactive solutions. I am particularly interested in efforts to develop the youth in our city and to address crime. I look forward to partnering with others to help our city remain inclusive and thrive.

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

   I would like to utilize my skills, experience, and love for people to support meeting the needs of our community. I strongly believe in fiscal responsibility. As such, I will take a very active interest in financial matters including budgeting and tracking of financial performance. I will seek to help the council manage the city's resources in the most responsible and effective way to ensure that our taxpayer dollars are maximized. Through partnering with other council members and identifying way to engage more citizens, I believe we can accomplish great things to ensure our city is thriving and is a place where people choose to live and grow.

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

   My vision is for a community where all individuals from all backgrounds and experiences feel seen and heard. I envision an open door for citizens to engage with the council in identifying needs and concerns and collaborating to creatively address our challenges. I believe in a city where we care for each other and celebrate and support one another. As we continue to grow and thrive, I would like to see us celebrate with one another during the good times as we recognize what makes us all unique and how we can continue to grow as a city.

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

   I am a positive and passionate person who is always looking for ways to make people feel important and cared for. I enjoy creating teams and collaborating with others to identify common issues and develop creative solutions. I love people, and I will work hard to make all feel welcome and supported. I look forward to the opportunity to use my skills and experience to support all the great work the city is doing and supporting ongoing efforts to have an even greater impact in the future.

Rec'd 2pm 1/6/25 BLM

# APPLICATION FOR APPOINTMENT TO BLACK DIAMOND CITY COUNCIL POSITION

## Applicant Information

*(Please type or print)*

Applicant Name Zackary J. Nielsen

Residence Address [redacted] Black Diamond 98010

Home Phone [redacted] Work Phone [redacted]

Email Nielsen[redacted]

Please check which position you are applying for: ☐ Position No. 2 ☒ Position No. 5

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

1/5/2025

To whom it may concern,

I am applying today for 5th position of the black diamond city council. It is an honor to even be able to apply for this position,

You will see in my following application that I have a wide range of experience and a passion for the community of black diamond. I know I'm the best candidate fir this role and look forward to speaking with you in person.

Thank you,
Zackary J. Nielsen

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

I am interested in serving my community. A man who is capable and willing can do great things. I am both. Fully. I believe that to be "black diamond kind" you must understand the average resident, the average resident in Black Diamond is worried about 3 things. Taxes, uptick in crime in the ten trails neighborhood, and in the city in general and infrastructure. And a a councilmemeber I will address all of that. I would go to the people of the city to see what I can do for them.

2. What strength would you bring to the Council?

The strength I would bring to the council is youthful but passionate as well as serious about brining black diamond into the peak of its potential to be a haven for future families of this era, and the promise of prosperity for our city. It means to me to help the average person, to support our small but capable police and fire departments. And to work with citizens for a better and safer black diamond.

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?

It could be narrowed down to these crucial 3 things. Crime, budget, and infrastructure. Crime, because off the current uptick in burglaries and armed assaults or threats in the ten trails neighborhood. Budget because I as a black diamond resident wants a continuously balanced budget. No matter the circumstance. And infrastructure to plan and build the best black diamond possible for our families and our friends.

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.

while I was a high school student who graduated last June. (2024) I attended many events. I was a cadet 2nd lieutenant and a platoon leader participating for all four years. Achieving the civic engagement ribbon X2, the recruiting ribbon X2 the longevity award X4 and the Theodore Roosevelt medal given by the navy league of the united states, while participating in the Kentwood United States Marine Corps Junior Reserve Officers Training Corps program, I engaged in the adopt a road, in covington. Picking up trash every year. And participated in numerous events for and by veterans food drives and veteran advocacy I attended and was the leader of a 21 gun salute at the Tahoma national Cemetery where I lead my group in honoring those who paid the ultimate sacrifice. I also participated and was awarded by the American legion. For my outstanding participation in the evergreen boys state program. I also served as a Precinct committee officer for a major political party for two full terms. I helped on many campaigns. And also I was a canvasser for a certain presidential campaign in Seattle earning a contract supervisory position within the company. I believe I can use this experience as well as my personality to persevere and fight for what I know black diamond can be in the future. A prosperous home town you can be proud of.

5. what do you wish to accomplish during this appointed term as a Black Diamond City Councilmember?

What I wish to accomplish is to become an integral part of he progress this great community has accomplished as well as the advancement of our local infrastructure, the lowering of the small possibility of crime. To a point where it is laughable to suggest. And make a simple, kind and safe town for all people to enjoy no matter the race, religion, or creed.

6. What is your vision for our City and community?
My vision is to create a community where all people are welcome to be treated with kindness and respect as they deserve as residents. In my tenure I would love to see community engagement for food drives, helping the people who need help. And protecting the fundamentals of what it is to live n black diamond.

7. Is there anything else you would like to add that would help us get to know you a little better?
I have lived in ten trails for 3 years and have believed in this city. I know that this city can be more. I know that the people of this city persevere and help each other. I have been treated so well in this great community, its time to give back. For our families and children

Zack J. Nielsen // Black Diamond, WA 98010 // [redacted]

GOAL

I am an enthusiastic employee with experience in problem solving, decision making, and executing work place directives. My strong communication skills and eagerness to learn will help me advance my career in a supportive work environment. I am looking for an opportunity to contribute to a team that will provide opportunities and mentorship to support my continuing development.

Problem solving, communication, customer service, human relations, company relations, technical knowledge, writing proficiency, safety oriented.

Skills

LEADERSHIP

Experience

United States Marine Corps Junior Reserve Officers Training Corps, Kentwood high school. 2020 –2024

The American Legion evergreen boy's state
Achieving the role of Senator. While winning multiple accommodations, including citizen of the day, (x2).

ACHIEVEMENTS + HIGHLIGHTS

- Attending multiple drill, and marksmanship competitions, both at my high school, and liberty HS, and others
- First and second place won only, at all competitions attended.
- Helping lead the JCC (junior cadet club) which stood in place of the program during the reconstruction of the JROTC and Kentwood, and helping it keep going.
- Achieving the rank of second lieutenant (platoon commander), given by the school program.
- Awarded the Theodore Roosevelt medal by the navy league of the united states.

- Continued university
- Multiple third-party certifications available upon request OSHA, 10 hour-education card
-

Skills incorporated aerospace manufacturing.
Paid Internship that lasted 5 months,
I was able to grow my experience with machine work and milling.
I received my OSHA certified for manufacturing.
Youngest elected precinct committee officer in the Washington state republican party. One term served.

| | |
|---|---|
| EDUCATION | HIGH SCHOOL<br>Kentwood HS // Covington, WA // 2024<br>Platoon commander, JROTC. (4 years)<br>2.8 GPA B/C+ average,<br>COLLEGE BOUND, GREEN RIVER COLLEGE<br>// criminal justice // law enforcement // Auburn, WA // |

Job experience

- Loss prevention detective lead, TJ Maxx

Responsible for protection of assets in said location. And responsible for internal and external investigations both criminally while cooperating with local P.D. and civilly by my self.

- Big air trampoline park crew member

Responsible for children's safety and maintaining the park monitoring parents and children for policy violations.

- Temporary canvasser, and supervisor for sole strategies USA

Monitoring fellow canvassers, as well as communication and execution with higher ups.

- Merchandiser Anheuser-Busch sales of Washington

Responsible for meeting and delivering on deadlines. Proper detailing of certain products.

- Security officer, Snoqualmie Casino, graveyard shift.

Responsible for guest safety and security, protecting money drops, escorting money couriers, Responding to emergency situations, detaining assaultive subjects and general safety and protection of the casino and the Snoqualmie tribe of Indians in general. As a security officer each day was different, from in the start of my shift, having the call for a intoxicated guest, to in the late evening responding to a panic alarm at one of our machines and/or restaurants/shops. As a security officer I have been trained in defensive tactics and proper handcuffing. (I.e double lock and spacing) as well as medical emergency training.

References available upon request

# APPLICATION FOR APPOINTMENT TO BLACK DIAMOND CITY COUNCIL POSITION

## Applicant Information

*(Please type or print)*

Applicant Name MARIO SORCI

Residence Address [redacted] BLACK DIAMOND

Home Phone [redacted] Work Phone ____________

Email [redacted]

Please check which position you are applying for: ☐ Position No. 2 ☒ Position No. 5

## Cover Letter and Resume

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**Black Diamond Councilmember Recruitment**
**PO Box 599/24301 Roberts Drive**
**Black Diamond, WA 98010**

MARIO SORCI 11June,2024

[redacted] 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

[redacted]

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

## Applicant Information

*(Please type or print)*

Applicant Name Jesse Nicholas Young

Residence Address [redacted] Black Diamond, WA 98010

Home Phone [redacted] Work Phone ____

Email [redacted]

Please check which position you are applying for: ☐ Position No. 2 ☒ Position No. 5

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**PO Box 599/24301 Roberts Drive**
**Black Diamond, WA 98010**

**Name:** Jesse Young
**Address:** [redacted] Black Diamond, WA 98010
**Contact Information:** [redacted]

**Date:** 1/6/2025

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

**Subject:** Application for City Council Position

**Dear City Clerk and Black Diamond City Council Members,**

I am writing to express my strong interest in serving as a member of the Black Diamond City Council. As a dedicated resident, a parent of young children, and a professional with a background in operations management, strategic planning, and community engagement, I am committed to helping our city grow thoughtfully while preserving its small-town charm.

Black Diamond stands at an exciting crossroads, with opportunities to shape its future as a thriving, connected community that balances rural traditions with forward-thinking development. Having lived in both rural and urban areas, I bring a unique perspective that allows me to bridge these worlds and advocate for a balanced approach to growth. My vision is to see Black Diamond become a model for how small towns can succeed in the 21st century—a place that fosters economic vitality, builds strong community connections, and creates opportunities for families like mine to thrive.

In my career, I have developed skills that align closely with the responsibilities of a City Councilmember. At KEMBA Financial Credit Union, I led operational teams, streamlined processes, and balanced stakeholder needs, ensuring efficiency and compliance. In addition, my work as an Assistant Brewer at Flying Bike Cooperative Brewery allowed me to foster community connections, organize events, and support local businesses. These experiences, coupled with my active engagement in Black Diamond through council meetings and community events, have prepared me to contribute meaningfully to the Council's work.

As a parent, I am deeply invested in ensuring that Black Diamond is a place where families can thrive. I am committed to advocating for initiatives that prioritize infrastructure improvements, support local businesses, and enhance public spaces. My ability to analyze challenges, build consensus, and work collaboratively will allow me to represent the diverse needs of our community effectively.

I would be honored to serve on the City Council and help guide Black Diamond into its next chapter. Thank you for considering my application. I look forward to the opportunity to discuss how my skills and vision can contribute to the success of our city.

Warm regards,

Jesse Nicholas Young

# Jesse N. Young

[redacted] Black Diamond, WA 98010
[redacted] | [redacted]

## Objective

Dedicated and community-focused leader with extensive experience in operations, financial services, and strategic planning. Passionate about fostering balanced growth and sustainable development, I aim to contribute my diverse skills to the City of Black Diamond's City Council, helping to create a thriving and connected community.

## Professional Experience

**Imbibe Bottle House & Taproom** – Maple Valley, WA *August 2023 – Present*
**Beertender**

- Engage directly with community members, fostering a welcoming environment and gathering insights into resident concerns and priorities.
- Deliver exceptional service, contributing to a sense of local connection and pride.

**Flying Bike Cooperative Brewery** – Seattle, WA *April 2018 – 2022*
**Assistant Brewer**

- Spearheaded operational reorganizations, increasing production efficiency and optimizing resource allocation.
- Designed innovative programs and implemented new offerings, demonstrating leadership and adaptability.
- Represented the organization at public events, fostering partnerships and strengthening community ties.

**Abrosis School of Brewing** – Black Diamond, WA *January 2015 – Present*
**Founder/Teacher**

- Created and taught courses focused on community education and cultural enrichment, emphasizing collaboration and shared knowledge.
- Promoted connections between diverse groups, fostering unity and understanding through educational initiatives.

**KEMBA Financial Credit Union** – Columbus, OH *August 2011 – August 2013*
**Senior Operations Specialist**

- Supervised the Operations/Card Services team, implementing improved standardized practices across departments that reduced operational costs.
- Led projects that enhanced process efficiency, directly supporting member needs.
- Managed IRA and HSA documentation, ensuring compliance and accuracy in reporting.

**Canvas Credit Union** – Denver, CO *January 2009 – July 2011*
**Senior Member Service Representative**

- Provided financial solutions to members, achieving top service and product goals through customer-focused engagement.
- Managed branch operations in the absence of the branch manager, demonstrating leadership and reliability in a high-responsibility role.

## Community Engagement

- Regularly attend Black Diamond city council meetings to understand community goals and gather insights into local priorities, fostering a well-rounded perspective on resident concerns and future growth.
- Dedicated to creating a balanced, community-focused approach to growth that preserves Black Diamond's small-town identity while supporting new opportunities for families and businesses.

## Education

**The Ohio State University** – Columbus, OH
Bachelor of Arts in Anthropology
*Graduated August 2014*
Dean's List, Spring 2014 | Language Studied: Spanish

**Blackfriary Archaeological Field School** – Trim, Co. Meath, Ireland
May Semester 2014

## Key Skills

- **Community Engagement**: Skilled in building relationships and understanding community needs to inform planning decisions.
- **Strategic Planning**: Proven ability to optimize resources, develop programs, and streamline operations for effective growth.
- **Leadership & Collaboration**: Demonstrated history of leading teams and fostering partnerships to achieve common goals.
- **Financial & Operational Management**: Background in financial services with experience in process improvement, customer relations, and efficient resource use.

### Awards & Recognition

- **Badger Boys State:** Ripon, WI 2003
- **Top 5 Salesperson of the Year:** Kemba Financial Credit Union 2012
- **UW-Stout European Honors Band Tour** UW-Stout Menomonie, WI 2005
- **WI State Honors Band** 2002, 2003, 2004

### Vision for Black Diamond

I envision Black Diamond as a model of small-town success, blending thoughtful growth with a commitment to preserving its unique identity. As a Councilmember, I will advocate for inclusive policies that enhance community connections, prioritize sustainable development, and support the well-being of all residents.

### References

Available upon request.

**Name:** Jesse Young
**Address:** [redacted] Black Diamond, WA 98010
**Contact Information:** [redacted]

**Date:** 1/6/2025

**To:** Deputy City Clerk, City of Black Diamond
Attn: Deputy City Clerk
24301 Roberts Drive, PO Box 599
Black Diamond, WA 98010

**Subject:** Application for City Council Position - Application Answers

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

I am deeply committed to Black Diamond and its future as a thriving community that balances its rich history with thoughtful growth. As a parent of young children and a long-term resident, I care deeply about ensuring this city remains a place where families can thrive and where tradition and progress coexist.

Black Diamond is at a critical juncture, with opportunities to shape its identity as a unique 21st-century small town. I want to contribute my skills in operations, strategic planning, and community engagement to guide this growth responsibly. My vision is to see Black Diamond evolve into a hub of economic and social vitality while preserving its small-town charm and ensuring it remains welcoming to all residents. Serving on the City Council would allow me to help make this vision a reality.

**2. What strength would you bring to the Council?**

My professional background combines operational expertise, strategic leadership, and community-focused decision-making, which positions me uniquely to contribute effectively to the Council. At KEMBA Financial Credit Union, I managed teams, implemented process improvements, and balanced member shareholders' needs while ensuring efficiency and compliance. These experiences taught me how to tackle complex challenges with precision and care.

In addition, my work in the brewing and hospitality industries allowed me to engage directly with communities, fostering collaboration through events and partnerships. As a parent, I bring a family-oriented perspective that ensures decisions prioritize the well-being of current and future generations. My ability to analyze, plan, and build consensus will help the Council address both immediate and long-term priorities for Black Diamond.

**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?**

**1. Infrastructure to Support Growth:**
As Black Diamond grows, the city must ensure its infrastructure keeps pace with demand. Roads, utilities, and public facilities should be planned and maintained strategically to meet both current and future needs. I would support a comprehensive infrastructure plan that prioritizes sustainability and cost-effectiveness, while seeking grants and partnerships to fund improvements responsibly.

**2. Economic Development and Local Business Support:**
A thriving local economy is vital for Black Diamond's success. I would advocate for policies that attract investment, support small businesses, and provide resources for entrepreneurs. By promoting public-private partnerships and streamlining permitting processes, we can create an environment where businesses flourish while enhancing the city's character and charm.

**3. Fostering Community Connection:**
Creating opportunities for residents to connect is essential for maintaining Black Diamond's small-town identity. I would champion public spaces, parks, and events that bring people together while improving communication between the Council and residents to ensure transparency and inclusivity. Community engagement is key to fostering trust and collaboration as the city grows.

**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.**

I have consistently sought roles that emphasize leadership and community engagement. At KEMBA Financial Credit Union, I developed and managed operational processes that supported members' needs while ensuring compliance and efficiency. This experience taught me how to serve a diverse group of stakeholders effectively, a skill I would bring to the Council. I also volunteered at many community events and fundraisers to build relationships with community members.

At Flying Bike Cooperative Brewery, I organized events and programs that fostered connections between residents and businesses, strengthening the community's sense of collaboration. I regularly attend Black Diamond city council meetings and Oakpoint meetings in Ten Trails to stay informed about local issues and connect with residents about their concerns and aspirations. These experiences have prepared me to represent Black Diamond effectively, ensuring decisions reflect the community's needs and values.

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

My primary goal is to help guide Black Diamond's growth in a way that balances progress with preserving the city's identity. I want to strengthen infrastructure to support future development, advocate for policies that promote economic vitality, and enhance opportunities for residents to connect through public spaces and events.

As a parent, I am especially committed to creating a community that prioritizes families and ensures children have access to safe, enriching opportunities. Additionally, I aim to improve communication between the Council and residents, ensuring decisions are transparent and reflective of the entire community. My ultimate goal is to position Black Diamond as a thriving small town that serves as a model for thoughtful, sustainable growth.

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

My vision for Black Diamond is a community that embraces its small-town roots while looking ahead to opportunities for growth and innovation. I see a city with well-maintained infrastructure, vibrant local businesses, and public spaces that bring people together.

I envision Black Diamond as a place where families can thrive, businesses can grow, and residents feel connected and valued. By fostering thoughtful development and enhancing opportunities for collaboration, I believe Black Diamond can become a model for 21st-century small towns—a dynamic, engaging, and welcoming community that people are proud to call home.

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

As a stay-at-home parent of young children, a long-term resident, and someone who has lived in both rural small towns/villages and larger cities, I bring a well-rounded perspective to the challenges and opportunities facing Black Diamond. My family and I are here for the long haul, and I am deeply committed to ensuring that our city grows in ways that reflect its values and provides opportunities for future generations.

Professionally, I've spent my career building connections, improving operations, and finding solutions to complex challenges. Whether managing compliance and operations at a financial institution, fostering community partnerships in the brewing industry, or creating educational opportunities through my own endeavors, I've learned how to balance competing priorities while staying focused on what matters most: the people we serve.

Personally, I am passionate about creating spaces where families, businesses, and individuals can thrive. I envision Black Diamond as a place where children can grow up in a safe, dynamic, and inclusive environment; where neighbors come together to celebrate our shared community; and where thoughtful planning preserves our town's charm while embracing opportunities for growth. I would be honored to bring my experience, perspective, and dedication to the City Council to help make that vision a reality.

## CERTIFICATION

**Finance Committee Meeting** **January 9, 2025**
**Council Date:** **January 16, 2025**

| Check No.'s / EFT | Batch Name | Check / EFT Date | | Amount |
|---|---|---|---|---|
| 55488-55522 | Damaged in Printing | | | 0.00 |
| | December 2024 EFT Batch | 12/01/2024 - 12/31/2024 | $ | 43,085.64 |
| 55523 -55557 | 4th December 2024 Batch | 01/17/25 | $ | 282,272.89 |
| | 2nd January 2025 Batch | 01/17/25 | $ | 156,066.09 |
| | | | $ | |
| | | | $ | |
| | | | $ | |
| | | | $ | |
| | | TOTAL | $ | 481,424.62 |

**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

**Xavier Mason, Finance Director**

**DATE:** 01/08/2024

**CAROL BENSON, MAYOR**

**DATE**

# Register

Fiscal: 2025, 2024
Deposit Period: 2025 - January, 2024 - December
Check Period: 2025 - January - 2nd Jan 2025 Batch, 2024 - December - 4th December 2024 Batch, 2024 - December - December 2024 EFT Batch

| Number | Name | Print Date | Clearing Date | Amount |
|---|---|---|---|---|
| **Umpqua Bank** | **4026** | | | |
| **Check** | | | | |
| 55488 | Alsco | 1/17/2025 | | Void |
| 55489 | Amazon Capital Services, Inc. | 1/17/2025 | | Void |
| 55490 | Art Gamblin Motors | 1/17/2025 | | Void |
| 55491 | Bankers Auto Rebuild & Towing | 1/17/2025 | | Void |
| 55492 | Bud Clary Chevrolet | 1/17/2025 | | Void |
| 55493 | CCD Black Diamond Partners LLC | 1/17/2025 | | Void |
| 55494 | CenturyLink (WA) | 1/17/2025 | | Void |
| 55495 | CHS/Cenex Inc | 1/17/2025 | | Void |
| 55496 | City of Black Diamond | 1/17/2025 | | Void |
| 55497 | Elwalu LLC (Elephant Car Wash) | 1/17/2025 | | Void |
| 55498 | Enumclaw Chrysler Jeep Dodge Ram | 1/17/2025 | | Void |
| 55499 | Enumclaw School District | 1/17/2025 | | Void |
| 55500 | Financial Consultants International Inc | 1/17/2025 | | Void |
| 55501 | Fugate Ford | 1/17/2025 | | Void |
| 55502 | Gunderson Law Firm | 1/17/2025 | | Void |
| 55503 | Jaydn Bond | 1/17/2025 | | Void |
| 55504 | Kelley Create Co | 1/17/2025 | | Void |
| 55505 | King County Prosecuting Attorney | 1/17/2025 | | Void |
| 55506 | King County Radio Comm Services | 1/17/2025 | | Void |
| 55507 | Language Line Services, Inc. | 1/17/2025 | | Void |
| 55508 | Maria Moscoso | 1/17/2025 | | Void |
| 55509 | Mountain View Fire & Rescue | 1/17/2025 | | Void |
| 55510 | Parametrix, Inc. | 1/17/2025 | | Void |
| 55511 | Republic Services #176 | 1/17/2025 | | Void |
| 55512 | RH2 Engineering Inc. | 1/17/2025 | | Void |
| 55513 | Seattle Times | 1/17/2025 | | Void |
| 55514 | Somer Johnson | 1/17/2025 | | Void |
| 55515 | Trent Gray, LMHC | 1/17/2025 | | Void |
| 55516 | UB - Transient Vendors | 1/17/2025 | | Void |
| 55517 | UB - Transient Vendors | 1/17/2025 | | Void |
| 55518 | Utilities Underground Location Center | 1/17/2025 | | Void |
| 55519 | Valley Defenders | 1/17/2025 | | Void |
| 55520 | Vision Municipal Solutions, LLC | 1/17/2025 | | Void |
| 55521 | Washington State Patrol | 1/17/2025 | | Void |
| 55522 | Washington State Treasurer | 1/17/2025 | | Void |

| Number | Name | Print Date | Clearing Date | Amount |
|---|---|---|---|---|
| 55523 | Alsco | 1/17/2025 | | $125.19 |
| 55524 | Amazon Capital Services, Inc. | 1/17/2025 | | $5,964.51 |
| 55525 | Art Gamblin Motors | 1/17/2025 | | $672.33 |
| 55526 | Bankers Auto Rebuild & Towing | 1/17/2025 | | $655.18 |
| 55527 | Bud Clary Chevrolet | 1/17/2025 | | $56,995.64 |
| 55528 | CCD Black Diamond Partners LLC | 1/17/2025 | | $1,902.50 |
| 55529 | CenturyLink (WA) | 1/17/2025 | | $673.92 |
| 55530 | CHS/Cenex Inc | 1/17/2025 | | $6,156.69 |
| 55531 | City of Black Diamond | 1/17/2025 | | $1,654.44 |
| 55532 | Elwalu LLC (Elephant Car Wash) | 1/17/2025 | | $201.56 |
| 55533 | Enumclaw Chrysler Jeep Dodge Ram | 1/17/2025 | | $1,269.00 |
| 55534 | Enumclaw School District | 1/17/2025 | | $87,171.00 |
| 55535 | Financial Consultants International Inc | 1/17/2025 | | $2,471.12 |
| 55536 | Fugate Ford | 1/17/2025 | | $1,682.43 |
| 55537 | Gunderson Law Firm | 1/17/2025 | | $4,950.00 |
| 55538 | Jaydn Bond | 1/17/2025 | | $700.00 |
| 55539 | Kelley Create Co | 1/17/2025 | | $1,266.62 |
| 55540 | King County Prosecuting Attorney | 1/17/2025 | | $187.66 |
| 55541 | King County Radio Comm Services | 1/17/2025 | | $1,166.88 |
| 55542 | Language Line Services, Inc. | 1/17/2025 | | $193.96 |
| 55543 | Maria Moscoso | 1/17/2025 | | $140.00 |
| 55544 | Mountain View Fire & Rescue | 1/17/2025 | | $572.75 |
| 55545 | Parametrix, Inc. | 1/17/2025 | | $36,887.35 |
| 55546 | Republic Services #176 | 1/17/2025 | | $2,608.86 |
| 55547 | RH2 Engineering Inc. | 1/17/2025 | | $38,021.90 |
| 55548 | Seattle Times | 1/17/2025 | | $205.00 |
| 55549 | Somer Johnson | 1/17/2025 | | $2,500.00 |
| 55550 | Trent Gray, LMHC | 1/17/2025 | | $1,000.00 |
| 55551 | McDaniel Living Trust C/O Mike & Barbara McDaniel, | 1/17/2025 | | $31.02 |
| 55552 | Bailey Industries, | 1/17/2025 | | $407.70 |
| 55553 | Utilities Underground Location Center | 1/17/2025 | | $76.56 |
| 55554 | Valley Defenders | 1/17/2025 | | $5,750.00 |
| 55555 | Vision Municipal Solutions, LLC | 1/17/2025 | | $952.54 |
| 55556 | Washington State Patrol | 1/17/2025 | | $50.75 |
| 55557 | Washington State Treasurer | 1/17/2025 | | $17,007.83 |
| 55558 | Home Depot Credit Service | 1/17/2025 | | $245.13 |
| 55559 | Honey Bucket/Northwest Cascade Inc. | 1/17/2025 | | $196.00 |
| 55560 | King County Finance - Wastewater Treat Div. | 1/17/2025 | | $139,114.36 |
| 55561 | Daryl Trinh, | 1/17/2025 | | $145.00 |
| 55562 | Secure Pacific Corporation | 1/17/2025 | | $1,729.90 |
| 55563 | Vision Municipal Solutions, LLC | 1/17/2025 | | $9,211.00 |
| 55564 | Washington State Treasurer's Office | 1/17/2025 | | $2.11 |
| 55565 | Williams Scotsman, Inc. | 1/17/2025 | | $5,422.59 |
| EFT Payment 12/09/2024 12:19:42 PM - 1 | Invoice Cloud | 12/9/2024 | | $898.80 |

| Number | Name | Print Date | Clearing Date | Amount |
|---|---|---|---|---|
| EFT Payment 12/10/2024 12:20:10 PM - 1 | Merchant Card Services / Vantive Holding, LLC | 12/10/2024 | | $282.84 |
| EFT Payment 12/10/2024 12:21:07 PM - 1 | US Bank Equipment Finance | 12/10/2024 | | $1,903.73 |
| EFT Payment 12/23/2024 12:18:52 PM - 1 | First Bankcard | 12/3/2024 | | $26,843.85 |
| EFT Payment 12/27/2024 12:17:47 PM - 1 | Dept of Licensing-Firearms Online | 12/27/2024 | | $369.00 |
| EFT Payment 12/27/2024 12:21:32 PM - 1 | Washington State Department of Revenue | 12/27/2024 | | $11,387.42 |
| EFT Payment 12/30/2024 12:20:43 PM - 1 | U.S. Postal Service (CMRS-FP) | 12/30/2024 | | $1,400.00 |
| | | **Total** | **Check** | **$481,424.62** |
| | | **Total** | **4026** | **$481,424.62** |
| | | **Grand Total** | | **$481,424.62** |

# Voucher Directory with Transaction Date

| Vendor | Transaction Number | Transaction Reference | Account Number | Invoice Date | Fiscal Description | Name | Title | Void | Amount |
|---|---|---|---|---|---|---|---|---|---|
| **Alsco** | | | | | | | | | |
| | **55523** | | | **12/24/2025** | **2024 - December - 4th December 2024 Batch** | | | | |
| | | **LTAC1095573** | | | | | | | |
| | | | **PW - Uniforms** | | | | | | |
| | | | 101-000-000-542-30-31-04 | | | Streets - Uniforms | STRT: Uniforms & Safety Supplies | | $3.85 |
| | | | 401-000-000-534-80-31-05 | | | Water - Uniforms | WTR: Uniform Allowance | | $3.85 |
| | | | 407-000-000-535-80-31-04 | | | Sewer - Uniforms | SWR: Uniform Allowance | | $3.85 |
| | | | 410-000-000-531-10-31-04 | | | Storm - Uniforms | STRM: Uniforms and Safety Supplies | | $3.85 |
| | | **Total LTAC1095573** | | | | | | | **$15.40** |
| | **55523** | | | **12/31/2025** | **2024 - December - 4th December 2024 Batch** | | | | |
| | | **LTAC1096382** | | | | | | | |
| | | | **PW - Uniforms** | | | | | | |
| | | | 101-000-000-542-30-31-04 | | | Streets - Uniforms | STRT: Uniforms & Safety Supplies | | $27.45 |
| | | | 401-000-000-534-80-31-05 | | | Water - Uniforms | WTR: Uniform Allowance | | $27.45 |
| | | | 407-000-000-535-80-31-04 | | | Sewer - Uniforms | SWR: Uniform Allowance | | $27.44 |
| | | | 410-000-000-531-10-31-04 | | | Storm - Uniforms | STRM: Uniforms and Safety Supplies | | $27.45 |
| | | **Total LTAC1096382** | | | | | | | **$109.79** |
| | **Total 55523** | | | | | | | | **$125.19** |
| **Total Alsco** | | | | | | | | | **$125.19** |

| Vendor | Transaction Number / Transaction Reference | Invoice Date / Account Number | Fiscal Description / Name / Title | Void / Amount |
|---|---|---|---|---|
| **Amazon Capital Services, Inc.** | | | | |
| | **55524** | **12/17/2024** | **2024 - December - 4th December 2024 Batch** | |
| | **16VT-Q1QG-KV43** | | | |
| | | **Fin - Supplies** | | |
| | | 001-000-180-518-50-31-00 | CEN SVCS: Operating & Office Supplies | $94.67 |
| | | | City Hall - Office Supplies | |
| | **Total 16VT-Q1QG-KV43** | | | **$94.67** |
| | **55524** | **12/30/2024** | **2024 - December - 4th December 2024 Batch** | |
| | **171Q-D6KP-6F9Q** | | | |
| | | **Crt - Supplies** | | |
| | | 001-000-120-512-51-31-00 | CRT: Office & Operating Supplies | $8.69 |
| | | | File labels | |
| | **Total 171Q-D6KP-6F9Q** | | | **$8.69** |
| | **55524** | **12/30/2024** | **2024 - December - 4th December 2024 Batch** | |
| | **17MQ-1KV7-39FM** | | | |
| | | **Fin - Supplies** | | |
| | | 001-000-140-514-23-31-00 | FIN: Office & Operating Supplies | $37.11 |
| | | | Breakroom Supply | |
| | | 001-000-180-518-50-31-00 | CEN SVCS: Operating & Office Supplies | $202.35 |
| | | | Paper | |
| | | 001-000-240-558-51-31-00 | COM DEV: Office & Operating Supplies | $33.73 |
| | | | Paper | |
| | | 001-000-240-558-60-31-00 | PLN: Office & Operating Supplies | $33.73 |
| | | | Paper | |
| | | 001-000-254-518-20-49-99 | CH: Bldg Rent, Mtc, Sup, Util, Security | $229.23 |
| | | | Paper Towel, Soap | |
| | | 001-000-254-518-21-49-99 | MOD - Bldg Rent, Mtc, Sup, Util, Security | $76.41 |
| | | | Paper Towel, Soap | |
| | **Total 17MQ-1KV7-39FM** | | | **$612.56** |
| | **55524** | **12/30/2024** | **2024 - December - 4th December 2024 Batch** | |
| | **17MQ-1KV74NWY** | | | |
| | | **PD - Uniforms** | | |
| | | 001-000-210-521-10-31-04 | PD: Uniform Allowance | $35.50 |
| | | | Uniforms | |
| | **Total 17MQ-1KV74NWY** | | | **$35.50** |

| Vendor | Transaction Number / Transaction Reference / Account Number | Invoice Date | Fiscal Description / Name / Title | Void | Amount |
|---|---|---|---|---|---|
| | **55524** | **12/27/2024** | **2024 - December - 4th December 2024 Batch** | | |
| | **17X7-RF7W-VDGY** | | | | |
| | **CD - Supplies** | | | | |
| | 001-000-180-518-50-31-00 | | CEN SVCS: Operating & Office Supplies | | $64.20 |
| | | | Breakroom Supplies | | |
| | 001-000-240-558-51-31-00 | | COM DEV: Office & Operating Supplies | | $64.19 |
| | | | Breakroom Supplies | | |
| | 001-000-240-558-60-31-00 | | PLN: Office & Operating Supplies | | $64.19 |
| | | | Breakroom Supplies | | |
| | **Total 17X7-RF7W-VDGY** | | | | **$192.58** |
| | **55524** | **12/23/2024** | **2024 - December - 4th December 2024 Batch** | | |
| | **1C7H-FVTF-7M1N** | | | | |
| | **Fin - Supplies** | | | | |
| | 001-000-140-514-23-31-00 | | FIN: Office & Operating Supplies | | $134.31 |
| | | | Breakroom Supplies | | |
| | **Total 1C7H-FVTF-7M1N** | | | | **$134.31** |
| | **55524** | **12/27/2024** | **2024 - December - 4th December 2024 Batch** | | |
| | **1C7H-FVTF-X7DX** | | | | |
| | **Crt - Supplies** | | | | |
| | 001-000-120-512-51-31-00 | | CRT: Office & Operating Supplies | | $43.54 |
| | | | Folders | | |
| | **Total 1C7H-FVTF-X7DX** | | | | **$43.54** |
| | **55524** | **12/19/2024** | **2024 - December - 4th December 2024 Batch** | | |
| | **1CWQ-KVKD-34V7** | | | | |
| | **Clrk - Supplies** | | | | |
| | 001-000-180-518-50-31-00 | | CEN SVCS: Operating & Office Supplies | | $27.71 |
| | | | Folders | | |
| | **Total 1CWQ-KVKD-34V7** | | | | **$27.71** |
| | **55524** | **12/22/2024** | **2024 - December - 4th December 2024 Batch** | | |
| | **1DF7-GJYG-Y1KF** | | | | |
| | **Clrk - Supplies** | | | | |
| | 001-000-180-518-50-31-00 | | CEN SVCS: Operating & Office Supplies | | $423.36 |
| | | | Binders, Folders, Paper Post-its | | |
| | **Total 1DF7-GJYG-Y1KF** | | | | **$423.36** |

| Vendor | Transaction Number / Transaction Reference / Account Number | Invoice Date | Fiscal Description / Name / Title | Void | Amount |
|---|---|---|---|---|---|
| | **55524** | **12/30/2024** | **2024 - December - 4th December 2024 Batch** | | |
| | **1KNR-NVRJ-4JT4** | | | | |
| | **Crt - Supplies** | | | | |
| | 001-000-120-512-51-31-00 | | CRT: Office & Operating Supplies | | $11.13 |
| | | | Paper | | |
| | **Total 1KNR-NVRJ-4JT4** | | | | **$11.13** |
| | **55524** | **12/25/2024** | **2024 - December - 4th December 2024 Batch** | | |
| | **1PF6-YDC7-FDF1** | | | | |
| | **Ch - Supplies** | | | | |
| | 001-000-180-518-50-31-00 | | CEN SVCS: Operating & Office Supplies | | ($30.32) |
| | | | Returned Calendars | | |
| | **Total 1PF6-YDC7-FDF1** | | | | **($30.32)** |
| | **55524** | **11/27/2024** | **2024 - December - 4th December 2024 Batch** | | |
| | **1QDY-GTH6-1YGL** | | | | |
| | **IT - Supplies** | | | | |
| | 001-000-145-518-80-35-00 | | IT: Small Tools &  Equipment | | $4,132.22 |
| | | | Laptops for IT | | |
| | **Total 1QDY-GTH6-1YGL** | | | | **$4,132.22** |
| | **55524** | **12/23/2024** | **2024 - December - 4th December 2024 Batch** | | |
| | **1TNP-VTXF-7VKF** | | | | |
| | **Clrk - Supplies** | | | | |
| | 001-000-180-518-50-31-00 | | CEN SVCS: Operating & Office Supplies | | $14.26 |
| | | | Markers | | |
| | **Total 1TNP-VTXF-7VKF** | | | | **$14.26** |
| | **55524** | **12/31/2024** | **2024 - December - 4th December 2024 Batch** | | |
| | **1VTL-GWYR-C1CP** | | | | |
| | **Clrk - Supplies** | | | | |
| | 001-000-180-518-50-31-00 | | CEN SVCS: Operating & Office Supplies | | ($23.93) |
| | | | Returned Folders | | |
| | **Total 1VTL-GWYR-C1CP** | | | | **($23.93)** |
| | **55524** | **12/23/2024** | **2024 - December - 4th December 2024 Batch** | | |
| | **1XFK-3LDP-41PK** | | | | |
| | **CH - Supplies** | | | | |
| | 001-000-180-518-50-31-00 | | CEN SVCS: Operating & Office Supplies | | $41.34 |
| | | | Chair Mat | | |
| | **Total 1XFK-3LDP-41PK** | | | | **$41.34** |

| Vendor | Transaction Number / Transaction Reference / Account Number | Invoice Date | Fiscal Description / Name / Title | Void Amount |
|---|---|---|---|---|
| | **55524** | **12/23/2024** | **2024 - December - 4th December 2024 Batch** | |
| | **1YHG-VLT9-7G3Y** | | | |
| | **PW - Supplies** | | | |
| | 401-000-000-534-80-31-00 | | WTR: Office & Operating Supplies | $246.89 |
| | | | Backflow Marking Supplies | |
| | **Total 1YHG-VLT9-7G3Y** | | | **$246.89** |
| | **Total 55524** | | | **$5,964.51** |
| **Total Amazon Capital Services, Inc.** | | | | **$5,964.51** |
| **Art Gamblin Motors** | | | | |
| | **55525** | **12/23/2024** | **2024 - December - 4th December 2024 Batch** | |
| | **453008** | | | |
| | **December 2024 Service** | | | |
| | 001-000-246-558-70-48-01 | | MDRT: Vehicle Repair & Maintenance | $672.33 |
| | **Total 453008** | | | **$672.33** |
| | **Total 55525** | | | **$672.33** |
| **Total Art Gamblin Motors** | | | | **$672.33** |
| **Bankers Auto Rebuild & Towing** | | | | |
| | **55526** | **12/30/2024** | **2024 - December - 4th December 2024 Batch** | |
| | **24-17545** | | | |
| | **December 2024 Service** | | | |
| | 001-000-210-521-10-49-06 | | PD: Towing Services | $655.18 |
| | | | 2020Kia Sportage KNDP6CAC7713996 | |
| | **Total 24-17545** | | | **$655.18** |
| | **Total 55526** | | | **$655.18** |
| **Total Bankers Auto Rebuild & Towing** | | | | **$655.18** |
| **Bud Clary Chevrolet** | | | | |
| | **55527** | **12/30/2025** | **2024 - December - 4th December 2024 Batch** | |
| | **3RY777** | | | |
| | **New PD Veh** | | | |
| | 510-000-300-594-21-64-00 | | Police Vehicles-replace | $56,995.64 |
| | | | 2024 Ford F150 4x4 | |
| | **Total 3RY777** | | | **$56,995.64** |
| | **Total 55527** | | | **$56,995.64** |
| **Total Bud Clary Chevrolet** | | | | **$56,995.64** |

| Vendor<br>Transaction Number | Transaction Reference | Account Number | Invoice Date | Fiscal Description<br>Name<br>Title | Void<br>Amount |
|---|---|---|---|---|---|
| **CCD Black Diamond Partners LLC** | | | | | |
| **55528** | | | **12/30/2024** | **2024 - December - 4th December 2024 Batch** | |
| | **PUB24-0009** | | | | |
| | | **Permit Refund** | | | |
| | | 101-000-000-341-82-99-00 | | Street Fund Deposits<br>Refund difference of Estimated and Actual Review Fees | $1,902.50 |
| | **Total PUB24-0009** | | | | **$1,902.50** |
| **Total 55528** | | | | | **$1,902.50** |
| **Total CCD Black Diamond Partners LLC** | | | | | **$1,902.50** |
| **CenturyLink (WA)** | | | | | |
| **55529** | | | **12/12/2024** | **2024 - December - 4th December 2024 Batch** | |
| | **3333977608 12.12.2024** | | | | |
| | | **November 2024 Service** | | | |
| | | 401-000-000-534-80-42-00 | | WTR: Telephone / DSL / Radios / Air Cards<br>360-886-7235 830B: Water Reservoir | $377.32 |
| | | 407-000-000-535-80-42-00 | | SWR: Telephone / DSL / Radios / Air Cards<br>360-886-0537 580B: Diamond Glen Sewer | $69.16 |
| | | 407-000-000-535-80-42-00 | | SWR: Telephone / DSL / Radios / Air Cards<br>360-886-2835 784B: Morganville Pump Station | $70.14 |
| | | 407-000-000-535-80-42-00 | | SWR: Telephone / DSL / Radios / Air Cards<br>360-886-0474 006B: Ridge Sewer Pump Station | $72.71 |
| | | 407-000-000-535-80-42-00 | | SWR: Telephone / DSL / Radios / Air Cards<br>360-886-8146 712B: Old Lawson Pump Station | $84.59 |
| | **Total 3333977608 12.12.2024** | | | | **$673.92** |
| **Total 55529** | | | | | **$673.92** |
| **Total CenturyLink (WA)** | | | | | **$673.92** |
| **CHS/Cenex Inc** | | | | | |
| **55530** | | | **12/31/2024** | **2024 - December - 4th December 2024 Batch** | |
| | **124244.12.31.2024 CH** | | | | |
| | | **December 2024 Fuel** | | | |
| | | 001-000-212-521-50-48-00 | | PD: Bldg Repairs & Maintenance<br>Police - Propane | $360.39 |
| | | 001-000-246-558-70-32-00 | | MDRT: Fuel<br>MDRT | $222.18 |
| | | 001-000-270-576-80-32-00 | | PRK: Fuel<br>PARKS 4% | $93.67 |
| | | 001-000-280-536-20-32-00 | | CEM: Fuel<br>CEMETERY 2% | $46.84 |

| Vendor | Transaction Number / Transaction Reference | Invoice Date / Account Number | Fiscal Description / Name / Title | Void / Amount |
|---|---|---|---|---|
| | | 101-000-000-543-50-32-00 | STRT: Fuel | $515.20 |
| | | STREETS 22% | | |
| | | 401-000-000-534-80-32-00 | WTR: Fuel | $562.03 |
| | | WATER 24% | | |
| | | 407-000-000-535-80-32-00 | SWR: Fuel | $562.03 |
| | | SEWER 24% | | |
| | | 410-000-000-531-10-32-00 | STRM: Fuel | $562.03 |
| | | STORM WATER 24% | | |
| | **Total 124244.12.31.2024 CH** | | | **$2,924.37** |
| | **55530** | **12/31/2024** | **2024 - December - 4th December 2024 Batch** | |
| | **128275.12.31.2024 PD** | | | |
| | | **December 2024 Fuel** | | |
| | | 001-000-210-521-10-32-00 | PD: Fuel | $3,232.32 |
| | | Police | | |
| | **Total 128275.12.31.2024 PD** | | | **$3,232.32** |
| | **Total 55530** | | | **$6,156.69** |
| **Total CHS/Cenex Inc** | | | | **$6,156.69** |

## City of Black Diamond

| Vendor | Transaction Number / Transaction Reference | Invoice Date / Account Number | Fiscal Description / Name / Title | Void / Amount |
|---|---|---|---|---|
| | **55531** | **12/31/2024** | **2024 - December - 4th December 2024 Batch** | |
| | **12.31.2024 COBD** | | | |
| | | **December 2024 Service** | | |
| | | 001-000-212-521-50-47-01 | PD: Utilities | $228.62 |
| | | 1399.14 Police | | |
| | | 001-000-240-558-51-47-01 | COM DEV: Utilities | $92.27 |
| | | 1399.15 2. CD Mod - Com Dev | | |
| | | 001-000-240-558-60-47-01 | PLN: Utilities | $30.76 |
| | | 1399.15 1. CD Mod - Planning | | |
| | | 001-000-248-518-20-47-01 | MDRT: Utilities | $55.22 |
| | | 1399.19 City Hall / MDRT | | |
| | | 001-000-254-518-20-47-01 | CH: Utilities | $47.33 |
| | | 1399.19 City Hall | | |
| | | 001-000-254-518-21-47-01 | MOD: Utilities | $30.76 |
| | | 1399.15 3. CD Mod - Admin | | |
| | | 001-000-254-518-21-47-01 | MOD: Utilities | $83.01 |
| | | 1399.12 2. Fire Museum - Records | | |
| | | 001-000-270-575-30-47-01 | PRK: Museum Utilities | $157.95 |
| | | 1399.18 Train Museum | | |
| | | 001-000-270-575-51-47-01 | GYM: Utilities | $149.70 |
| | | 1399.00 Gym | | |

| Vendor | | | | |
|---|---|---|---|---|
| Transaction Number | Invoice Date | Fiscal Description | Void | |
| Transaction Reference | | Name | | Amount |
| Account Number | | Title | | |
| 001-000-270-575-70-47-01 | | Lake Sawyer: Utilities | | $117.00 |
| 1399.02 Boat Launch | | | | |
| 001-000-270-576-80-47-01 | | PRK: Utilities | | $35.63 |
| 1399.11 Eagle Creek Water | | | | |
| 001-000-270-576-80-47-01 | | PRK: Utilities | | $83.01 |
| 1399.12 1. Fire Museum | | | | |
| 001-000-270-576-80-47-01 | | PRK: Utilities | | $23.70 |
| 1399.09 1. Shop - Parks | | | | |
| 001-000-270-576-80-47-01 | | PRK: Utilities | | $35.63 |
| 1399.16 Railroad Ave Irrigation | | | | |
| 001-000-270-576-80-47-01 | | PRK: Utilities | | $35.63 |
| 1399.13 Coal Car | | | | |
| 001-000-280-536-20-47-01 | | CEM: Utilities | | $5.93 |
| 1399.09 2. Shop - Cemetery | | | | |
| 001-000-280-536-20-47-01 | | CEM: Utilities | | $35.63 |
| 1399.08 Cemetery | | | | |
| 101-000-000-543-50-47-01 | | STRT: Utilities | | $44.44 |
| 1399.09 3. Shop - Streets | | | | |
| 101-000-000-543-50-47-01 | | STRT: Utilities | | $13.80 |
| 1399.19 City Hall / Streets | | | | |
| 401-000-000-534-80-47-01 | | WTR: Utilities | | $13.80 |
| 1399.19 City Hall / Water | | | | |
| 401-000-000-534-80-47-01 | | WTR: Utilities | | $74.07 |
| 1399.09 4. Shop - Water | | | | |
| 407-000-000-535-80-47-01 | | SWR: Utilities | | $13.81 |
| 1399.19 City Hall / Sewer | | | | |
| 407-000-000-535-80-47-01 | | SWR: Utilities | | $84.80 |
| 1399.17 Morgansville / Alpine Sew Pump Stat | | | | |
| 407-000-000-535-80-47-01 | | SWR: Utilities | | $74.07 |
| 1399.09 5. Shop - Sewer | | | | |
| 410-000-000-531-10-47-01 | | STRM: Utilities | | $74.07 |
| 1399.09 6. Shop - Storm | | | | |
| 410-000-000-531-10-47-01 | | STRM: Utilities | | $13.80 |
| 1399.19 City Hall / Storm | | | | |
| **Total 12.31.2024 COBD** | | | | **$1,654.44** |
| **Total 55531** | | | | **$1,654.44** |
| **Total City of Black Diamond** | | | | **$1,654.44** |

| Vendor | Transaction Number / Transaction Reference / Account Number | Invoice Date | Fiscal Description / Name / Title | Void | Amount |
|---|---|---|---|---|---|
| **Dept of Licensing-Firearms Online** | | | | | |
| | **EFT Payment 12/27/2024 12:17:47 PM - 1** | **12/27/2024** | **2024 - December - December 2024 EFT Batch** | | |
| | **12.17.2024 / 12.27.2024 DOL** | | | | |
| | **Dec 2024 CPL** | | | | |
| | 633-000-400-589-30-00-00 | | CPL Fees for DOL - Firearms EFT<br>Concealed Pistol License through 12/17/2024 | | $219.00 |
| | 633-000-400-589-30-00-00 | | CPL Fees for DOL - Firearms EFT<br>Concealed Pistol License through 12/27/2024 | | $150.00 |
| | **Total 12.17.2024 / 12.27.2024 DOL** | | | | **$369.00** |
| | **Total EFT Payment 12/27/2024 12:17:47 PM - 1** | | | | **$369.00** |
| **Total Dept of Licensing-Firearms Online** | | | | | **$369.00** |
| **Elwalu LLC (Elephant Car Wash)** | | | | | |
| | **55532** | **12/31/2024** | **2024 - December - 4th December 2024 Batch** | | |
| | **2077 ECW** | | | | |
| | **December 2024 Service** | | | | |
| | 001-000-210-521-10-48-01 | | PD: Vehicle/Eq. Mtc. & Repair<br>Carwashes | | $38.08 |
| | 001-000-210-521-10-48-01 | | PD: Vehicle/Eq. Mtc. & Repair<br>Lube & Oil | | $81.74 |
| | 001-000-210-521-10-48-01 | | PD: Vehicle/Eq. Mtc. & Repair<br>Lube & Oil | | $81.74 |
| | **Total 2077 ECW** | | | | **$201.56** |
| | **Total 55532** | | | | **$201.56** |
| **Total Elwalu LLC (Elephant Car Wash)** | | | | | **$201.56** |
| **Enumclaw Chrysler Jeep Dodge Ram** | | | | | |
| | **55533** | **10/31/2024** | **2024 - December - 4th December 2024 Batch** | | |
| | **6128131/1** | | | | |
| | **October 2024 Service** | | | | |
| | 101-000-000-543-50-48-01 | | STRT: Vehicle Repair & Maintenance | | $317.25 |
| | 401-000-000-534-80-48-01 | | WTR: Vehicle Repair & Maintenance | | $317.25 |
| | 407-000-000-535-80-48-01 | | SWR: Vehicle Repair & Maintenance | | $317.25 |
| | 410-000-000-531-10-48-01 | | STRM: Vehicle Repair & Maintenance | | $317.25 |
| | **Total 6128131/1** | | | | **$1,269.00** |
| | **Total 55533** | | | | **$1,269.00** |
| **Total Enumclaw Chrysler Jeep Dodge Ram** | | | | | **$1,269.00** |

| Vendor | Transaction Number / Transaction Reference / Account Number | Invoice Date | Fiscal Description / Name / Title | Void / Amount |
|---|---|---|---|---|
| **Enumclaw School District** | | | | |
| | **55534** | **12/31/2024** | **2024 - December - 4th December 2024 Batch** | |
| | **01022025 ESD** | | | |
| | **Dec 2024 Mitigation Fees** | | | |
| | 111-000-100-518-65-49-01 | | Enumclaw School Mitigation Fees MPD Single-Fam | $87,171.00 |
| | | | MPD Single Fam | |
| | **Total 01022025 ESD** | | | **$87,171.00** |
| | **Total 55534** | | | **$87,171.00** |
| **Total Enumclaw School District** | | | | **$87,171.00** |
| **Financial Consultants International Inc** | | | | |
| | **55535** | **1/6/2025** | **2024 - December - 4th December 2024 Batch** | |
| | **18454** | | | |
| | **PD - New Veh Accessories** | | | |
| | 510-000-300-594-21-64-00 | | Police Vehicles-replace | $2,471.12 |
| | **Total 18454** | | | **$2,471.12** |
| | **Total 55535** | | | **$2,471.12** |
| **Total Financial Consultants International Inc** | | | | **$2,471.12** |
| **First Bankcard** | | | | |
| | **EFT Payment 12/23/2024 12:18:52 PM - 1** | **12/20/2024** | **2024 - December - December 2024 EFT Batch** | |
| | **Benson, C 12.20.2024** | | | |
| | 001-000-130-513-10-43-00 | | MAYOR: Lodging, Meals & Mileage | $86.91 |
| | | | Draft Choice - RE BESS Mtg Benson, Williamson, Hanis, Kuzaro | |
| | **Total Benson, C 12.20.2024** | | | **$86.91** |
| | **EFT Payment 12/23/2024 12:18:52 PM - 1** | **12/20/2024** | **2024 - December - December 2024 EFT Batch** | |
| | **Brandt, A 12.20.2024** | | | |
| | 001-000-210-521-10-32-00 | | PD: Fuel | $51.79 |
| | | | Cenex - 12/02/2024 | |
| | 001-000-210-521-10-32-00 | | PD: Fuel | $35.00 |
| | | | 76 Stat - 11.22.2024 | |
| | 001-000-210-521-10-32-00 | | PD: Fuel | $28.85 |
| | | | 76 Stat - 11.23.2024 | |
| | **Total Brandt, A 12.20.2024** | | | **$115.64** |
| | **EFT Payment 12/23/2024 12:18:52 PM - 1** | **12/20/2024** | **2024 - December - December 2024 EFT Batch** | |
| | **Chatterson, C 12.20.2024** | | | |
| | 001-000-210-521-10-31-04 | | PD: Uniform Allowance | $14.52 |
| | | | Amazon - Traffic Cone Flashlight | |

| Vendor | Transaction Number / Transaction Reference / Account Number | Invoice Date | Fiscal Description / Name / Title | Void | Amount |
|---|---|---|---|---|---|
| | 001-000-210-521-10-31-04 | | PD: Uniform Allowance | | $122.05 |
| | Blauer - Shirts | | | | |
| | 001-000-210-521-10-32-00 | | PD: Fuel | | $48.07 |
| | Chevron 11.21.2024 | | | | |
| | **Total Chatterson, C 12.20.2024** | | | | **$184.64** |
| | **EFT Payment 12/23/2024 12:18:52** | | | | |
| | **PM - 1** | **12/20/2024** | **2024 - December - December 2024 EFT Batch** | | |
| | **Del Valle, L 12.20.2024** | | | | |
| | 001-000-210-521-10-31-04 | | PD: Uniform Allowance | | $411.58 |
| | Amazon - Uniform | | | | |
| | **Total Del Valle, L 12.20.2024** | | | | **$411.58** |
| | **EFT Payment 12/23/2024 12:18:52** | | | | |
| | **PM - 1** | **12/20/2024** | **2024 - December - December 2024 EFT Batch** | | |
| | **Esping, K 12.20.2024 Tax payable purchase** | | | | |
| | 101-000-000-542-30-31-00 | | STRT: Office & Operating Supplies | | $45.00 |
| | 401-000-000-534-80-31-00 | | WTR: Office & Operating Supplies | | $45.00 |
| | 407-000-000-535-80-31-00 | | SWR: Office & Operating Supplies | | $45.00 |
| | 410-000-000-531-10-31-01 | | STRM: Office & Operating Supplies | | $45.00 |
| | **Total Esping, K 12.20.2024 Tax payable purchase** | | | | **$180.00** |
| | **EFT Payment 12/23/2024 12:18:52** | | | | |
| | **PM - 1** | **12/20/2024** | **2024 - December - December 2024 EFT Batch** | | |
| | **Esping, K 12.20.2024** | | | | |
| | 001-000-000-369-81-00-00 | | Cash Over/Short | | ($994.32) |
| | Credit for Fraudulent Chg | | | | |
| | 001-000-180-518-50-31-00 | | CEN SVCS: Operating & Office Supplies | | $29.04 |
| | WalMart - CD Microwave | | | | |
| | 001-000-180-518-50-48-01 | | CEN SVCS: Vehicle Repair & Maintenance | | $68.05 |
| | Rairdon's Subaru - Wiper Blades | | | | |
| | 001-000-180-518-50-48-01 | | CEN SVCS: Vehicle Repair & Maintenance | | $10.87 |
| | EcoWash - Car Wash | | | | |
| | 001-000-191-525-60-31-00 | | EM - Supplies | | $74.49 |
| | Costco - EM Supplies | | | | |
| | 001-000-191-525-60-31-00 | | EM - Supplies | | $124.07 |
| | Safeway - EM - Food | | | | |
| | 001-000-191-525-60-31-00 | | EM - Supplies | | $23.00 |
| | 7-11 - Fuel for IT Generator | | | | |
| | 001-000-191-525-60-49-02 | | EM - Dues & Memberships | | $60.00 |
| | WSEMA - Dues | | | | |
| | 001-000-210-521-10-31-00 | | PD: Office & Operating Supplies | | $36.41 |
| | Bill's Locksmith - Keys for PD | | | | |
| | 001-000-210-521-10-32-00 | | PD: Fuel | | $42.13 |
| | Shell - Fuel | | | | |

| Vendor Transaction Number Transaction Reference Account Number | Invoice Date | Fiscal Description Name Title | Void Amount |
|---|---|---|---|
| 001-000-212-521-50-48-00 | | PD: Bldg Repairs & Maintenance | $109.58 |
| | Filter Buy - PD Filters | | |
| 001-000-215-521-10-31-00 | | PD: Marine Operating Supplies VRF | $14.85 |
| | West Marine - Anchor | | |
| 001-000-240-558-51-31-00 | | COM DEV: Office & Operating Supplies | $29.04 |
| | WalMart - CD Microwave | | |
| 001-000-240-558-60-31-00 | | PLN: Office & Operating Supplies | $29.04 |
| | WalMart - CD Microwave | | |
| 001-000-270-575-51-31-00 | | GYM: Office & Operating Supplies | $988.19 |
| | Global Ind - Water Bottle Filler | | |
| 001-000-270-576-80-31-00 | | PRK: Office & Operating Supplies | $20.38 |
| | Harbor Frt - PW - Supplies | | |
| 001-000-270-576-80-32-00 | | PRK: Fuel | $4.95 |
| | 7-11 - Fuel | | |
| 001-000-270-576-80-41-02 | | PRK: Ven Tek/Venvue Pay Station | $80.43 |
| | Batteries Plus - Batteries | | |
| 001-000-280-536-20-31-11 | | CEM: Office Supplies | $12.23 |
| | Harbor Frt - PW - Supplies | | |
| 001-000-280-536-20-32-00 | | CEM: Fuel | $2.47 |
| | 7-11 - Fuel | | |
| 101-000-000-542-30-31-00 | | STRT: Office & Operating Supplies | $14.86 |
| | WalMart - Water Bottles | | |
| 101-000-000-542-30-31-00 | | STRT: Office & Operating Supplies | $7.01 |
| | Costco - Water Bottke | | |
| 101-000-000-542-30-31-00 | | STRT: Office & Operating Supplies | $33.09 |
| | Coastal - Gas Cans | | |
| 101-000-000-542-30-31-00 | | STRT: Office & Operating Supplies | $36.69 |
| | Harbor Frt - PW - Supplies | | |
| 101-000-000-542-30-31-13 | | STRT: Office Supplies | $5.17 |
| | Costco - PW Office Supplies | | |
| 101-000-000-542-30-43-00 | | STRT: Lodging, Meals & Mileage | $8.41 |
| | Legendary Doughnuts - Food for Storm Crew | | |
| 101-000-000-542-30-43-00 | | STRT: Lodging, Meals & Mileage | $10.84 |
| | Costco - Food for Storm Crew | | |
| 101-000-000-543-50-32-00 | | STRT: Fuel | $27.21 |
| | 7-11 - Fuel | | |
| 101-000-000-543-50-48-02 | | STRT: Equipment Repair & Maintenance | $15.33 |
| | Walmart - Exhaust Flue | | |
| 401-000-000-534-80-31-00 | | WTR: Office & Operating Supplies | $7.01 |
| | Costco - Water Bottke | | |
| 401-000-000-534-80-31-00 | | WTR: Office & Operating Supplies | $14.86 |
| | WalMart - Water Bottles | | |

| Vendor Transaction Number Transaction Reference Account Number | Invoice Date | Fiscal Description Name Title | Void Amount |
|---|---|---|---|
| 401-000-000-534-80-31-00 | | WTR: Office & Operating Supplies | $33.09 |
| | Coastal - Gas Cans | | |
| 401-000-000-534-80-31-00 | | WTR: Office & Operating Supplies | $44.84 |
| | Harbor Frt - PW - Supplies | | |
| 401-000-000-534-80-31-01 | | WTR: Office Supplies | $5.17 |
| | Costco - PW Office Supp | | |
| 401-000-000-534-80-32-00 | | WTR: Fuel | $29.68 |
| | 7-11 - Fuel | | |
| 401-000-000-534-80-43-00 | | WTR: Lodging, Meals & Mileage | $8.41 |
| | Legendary Doughnuts - Food for Storm Crew | | |
| 401-000-000-534-80-43-00 | | WTR: Lodging, Meals & Mileage | $10.84 |
| | Costco - Food for Storm Crew | | |
| 401-000-000-534-80-48-02 | | WTR: Equipment Repair & Maintenance | $15.33 |
| | Walmart - Exhaust Flue | | |
| 407-000-000-535-80-31-00 | | SWR: Office & Operating Supplies | $7.01 |
| | Costco - Water Bottke | | |
| 407-000-000-535-80-31-00 | | SWR: Office & Operating Supplies | $44.83 |
| | Harbor Frt - PW - Supplies | | |
| 407-000-000-535-80-31-00 | | SWR: Office & Operating Supplies | $33.07 |
| | Coastal - Gas Cans | | |
| 407-000-000-535-80-31-00 | | SWR: Office & Operating Supplies | $14.89 |
| | WalMart - Water Bottles | | |
| 407-000-000-535-80-31-11 | | SWR: Office Supplies | $5.17 |
| | Costco - PW Office Supplies | | |
| 407-000-000-535-80-32-00 | | SWR: Fuel | $29.68 |
| | 7-11 - Fuel | | |
| 407-000-000-535-80-43-00 | | SWR: Lodging, Meals & Mileage | $10.82 |
| | Costco - Food for Storm Crew | | |
| 407-000-000-535-80-43-00 | | SWR: Lodging, Meals & Mileage | $8.41 |
| | Legendary Doughnuts - Food for Storm Crew | | |
| 407-000-000-535-80-48-02 | | SWR: Equipment Repair & Maintenance | $15.31 |
| | Walmart - Exhaust Flue | | |
| 410-000-000-531-10-31-01 | | STRM: Office & Operating Supplies | $14.86 |
| | WalMart - Water Bottles | | |
| 410-000-000-531-10-31-01 | | STRM: Office & Operating Supplies | $44.84 |
| | Harbor Frt - PW - Supplies | | |
| 410-000-000-531-10-31-01 | | STRM: Office & Operating Supplies | $33.09 |
| | Coastal - Gas Cans | | |
| 410-000-000-531-10-31-01 | | STRM: Office & Operating Supplies | $7.02 |
| | Costco - Water Bottke | | |
| 410-000-000-531-10-31-11 | | STRM - Office Supplies | $5.17 |
| | Costco - PW Office Supplies | | |

| Vendor Transaction Number | Invoice Date | Fiscal Description | Void |
|---|---|---|---|
| Transaction Reference | | Name | Amount |
| Account Number | | Title | |
| 410-000-000-531-10-32-00 | | STRM: Fuel | $29.68 |
| | 7-11 - Fuel | | |
| 410-000-000-531-10-43-00 | | STRM: Lodging, Meals & Mileage | $8.41 |
| | Legendary Doughnuts - Food for Storm Crew | | |
| 410-000-000-531-10-43-00 | | STRM: Lodging, Meals & Mileage | $10.84 |
| | Costco - Food for Storm Crew | | |
| 410-000-000-531-10-48-02 | | STRM: Equipment Repair & Maintenance | $15.33 |
| | Walmart - Exhaust Flue | | |
| 510-000-100-594-22-64-00 | | Fire Equipment Replacement | $13.65 |
| | DOL - Report of Sale | | |
| 510-000-100-594-22-64-00 | | Fire Equipment Replacement | $13.65 |
| | DOL - Report of Sale | | |
| 510-000-100-594-22-64-00 | | Fire Equipment Replacement | $13.65 |
| | DOL - Report of Sale | | |
| 510-000-500-594-48-62-00 | | PW Bldg Related Impr. | $58.11 |
| | Sherwin Williams - Paint for PW Mobile Unit | | |
| **Total Esping, K 12.20.2024** | | | **$1,530.23** |
| **EFT Payment 12/23/2024 12:18:52 PM - 1** | **12/20/2024** | **2024 - December - December 2024 EFT Batch** | |
| **Gill, D 12.20.2024** | | | |
| 001-000-000-369-81-00-00 | | Cash Over/Short | $33.48 |
| | Personal Purch chg to city card in error. Reimbursed @12.12.2024 | | |
| 001-000-214-521-20-42-03 | | PD: Postage | $12.67 |
| | UPS MV - 11.18.2024 | | |
| 001-000-214-521-20-42-03 | | PD: Postage | $12.67 |
| | UPS MV - 11.25.2024 | | |
| **Total Gill, D 12.20.2024** | | | **$58.82** |
| **EFT Payment 12/23/2024 12:18:52 PM - 1** | **12/20/2024** | **2024 - December - December 2024 EFT Batch** | |
| **Goddard, C 12.20.2024** | | | |
| 001-000-210-521-10-31-04 | | PD: Uniform Allowance | $108.02 |
| | Govx.com - Pants | | |
| 001-000-210-521-10-32-00 | | PD: Fuel | $52.90 |
| | Union 76 - Fuel | | |
| 001-000-210-521-10-32-00 | | PD: Fuel | $44.91 |
| | Cenex - Fuel | | |
| **Total Goddard, C 12.20.2024** | | | **$205.83** |
| **EFT Payment 12/23/2024 12:18:52 PM - 1** | **12/20/2024** | **2024 - December - December 2024 EFT Batch** | |
| **Greve, E 12.20.2024** | | | |
| 001-000-210-521-10-32-00 | | PD: Fuel | $32.34 |

| Vendor | Transaction Number / Transaction Reference / Account Number | Invoice Date | Fiscal Description / Name / Title | Void | Amount |
|---|---|---|---|---|---|
| | | Union 76 - Fuel | | | |
| | **Total Greve, E 12.20.2024** | | | | **$32.34** |
| | **EFT Payment 12/23/2024 12:18:52** | | | | |
| | **PM - 1** | **12/20/2024** | **2024 - December - December 2024 EFT Batch** | | |
| | **Henrich, M 12.20.2024** | | | | |
| | 001-000-215-521-10-35-00 | | PD: Marine Small Equip VRF Grant | | $2,432.60 |
| | | Anchor Exp - Lifejackets | | | |
| | 001-000-246-558-70-49-01 | | MDRT: Training & Workshops | | $38.00 |
| | | Red Cross - CPR Training | | | |
| | 101-000-000-542-30-49-01 | | STRT: Training | | $114.00 |
| | | Red Cross - CPR Training | | | |
| | 401-000-000-534-80-49-01 | | WTR: Training & Workshops | | $114.00 |
| | | Red Cross - CPR Training | | | |
| | 407-000-000-535-80-49-01 | | SWR: Training & Workshops | | $114.00 |
| | | Red Cross - CPR Training | | | |
| | 410-000-000-531-10-49-01 | | STRM: Training & Workshops | | $114.00 |
| | | Red Cross - CPR Training | | | |
| | **Total Henrich, M 12.20.2024** | | | | **$2,926.60** |
| | **EFT Payment 12/23/2024 12:18:52** | | | | |
| | **PM - 1** | **12/20/2024** | **2024 - December - December 2024 EFT Batch** | | |
| | **Kiblinger, J 12.20.2024** | | | | |
| | 001-000-210-521-10-32-00 | | PD: Fuel | | $69.65 |
| | | Circle K - Fuel - WASPC Conf - Tri-Cities - Kiblinger 11.2024 | | | |
| | 001-000-210-521-10-35-03 | | PD: Small Tools & Equipment | | $1,283.92 |
| | | Giant Lifting - PD Gym Eq | | | |
| | 001-000-210-521-10-43-00 | | PD: Lodging, Meals & Mileage | | $18.60 |
| | 001-000-210-521-10-43-00 | | PD: Lodging, Meals & Mileage | | $134.73 |
| | | Hilton - WASPC Conf - Tri-Cities - Kiblinger 11.2024 | | | |
| | 001-000-210-521-10-43-00 | | PD: Lodging, Meals & Mileage | | $269.46 |
| | | Hilton - WASPC Conf - Tri-Cities - Martinez 11.2024 | | | |
| | 001-000-210-521-10-49-02 | | PD: Dues & Memberships | | $220.00 |
| | | IACP Membership | | | |
| | **Total Kiblinger, J 12.20.2024** | | | | **$1,996.36** |
| | **EFT Payment 12/23/2024 12:18:52** | | | | |
| | **PM - 1** | **12/20/2024** | **2024 - December - December 2024 EFT Batch** | | |
| | **Madeo, C 12.20.2024** | | | | |
| | 410-000-000-531-10-49-02 | | STRM: Dues & Memberships | | $42.00 |
| | | Green River - WDM1 Cert | | | |
| | **Total Madeo, C 12.20.2024** | | | | **$42.00** |

| Vendor | | | | | |
|---|---|---|---|---|---|
| Transaction Number | | Invoice Date | Fiscal Description | Void | |
| | Transaction Reference | | Name | | Amount |
| | | Account Number | Title | | |
| **EFT Payment 12/23/2024 12:18:52 PM - 1** | | **12/20/2024** | **2024 - December - December 2024 EFT Batch** | | |
| | **Martinez, Bre 12.20.2024** | | | | |
| | | 001-000-135-513-11-41-75 | ADMIN: Advertising | | $100.00 |
| | | | League of Oregon Cities - Vacancy | | |
| | | 001-000-135-513-11-41-75 | ADMIN: Advertising | | $600.00 |
| | | | ICMA - Vacancy | | |
| | | 001-000-137-514-21-42-01 | CLK: Postage | | $10.75 |
| | | | USPS - Mailing to Summit Law | | |
| | | 001-000-180-518-50-31-03 | CEN SVCS: City Wellness Supplies | | $81.25 |
| | | | Costco - December Wellness Event Supplies | | |
| | | 001-000-180-518-50-31-04 | CEN SVCS: Employee Recognition Supplies | | $2,813.17 |
| | | | ll Bean - Christmas Party Emp Gifts | | |
| | | 001-000-180-518-50-31-04 | CEN SVCS: Employee Recognition Supplies | | $25.86 |
| | | | Dollar Tree - Gift bags - Christmas Party Emp Gifts | | |
| | | 001-000-180-518-50-41-03 | CEN SVCS - hiring/Employment costs | | $6.25 |
| | | | FMCSA - Annual Query Plan - CDL's | | |
| | **Total Martinez, Bre 12.20.2024** | | | | **$3,637.28** |
| **EFT Payment 12/23/2024 12:18:52 PM - 1** | | **12/20/2024** | **2024 - December - December 2024 EFT Batch** | | |
| | **Martinez, Bri 12.20.2024** | | | | |
| | | 001-000-210-521-10-43-00 | PD: Lodging, Meals & Mileage | | $61.23 |
| | | | Texas Roadhouse - WASPC Conf Kennewick, WA | | |
| | | 001-000-210-521-10-43-00 | PD: Lodging, Meals & Mileage | | $65.45 |
| | | | Circle K - Fuel - WASPC Conf Kennewick, WA | | |
| | **Total Martinez, Bri 12.20.2024** | | | | **$126.68** |
| **EFT Payment 12/23/2024 12:18:52 PM - 1** | | **12/20/2024** | **2024 - December - December 2024 EFT Batch** | | |
| | **Mason, X 12.20.2024** | | | | |
| | | 001-000-140-514-23-49-01 | FIN: Training and Workshops | | $175.00 |
| | | | PSFOA - 12.2024 Mtg Resv Mason, O'Neill, Hopkins, Brealey, Elton | | |
| | **Total Mason, X 12.20.2024** | | | | **$175.00** |
| **EFT Payment 12/23/2024 12:18:52 PM - 1** | | **12/20/2024** | **2024 - December - December 2024 EFT Batch** | | |
| | **O'Neill, S 12.20.2024** | | | | |
| | | 001-000-180-518-50-49-17 | CEN SVCS - Employee Recognition | | $1,836.20 |
| | | | The Vault - Staff Appreciation Dinner | | |
| | **Total O'Neill, S 12.20.2024** | | | | **$1,836.20** |
| **EFT Payment 12/23/2024 12:18:52 PM - 1** | | **12/20/2024** | **2024 - December - December 2024 EFT Batch** | | |
| | **Parks, T 12.20.2024** | | | | |
| | | 001-000-120-512-51-49-02 | CRT: Dues & Memberships | | $257.73 |

| Vendor<br>Transaction Number / Transaction Reference / Account Number | Invoice Date | Fiscal Description / Name / Title | Void<br>Amount |
|---|---|---|---|
| | | DMCMA Membership | |
| **Total Parks, T 12.20.2024** | | | **$257.73** |
| **EFT Payment 12/23/2024 12:18:52** | | | |
| **PM - 1** | **12/20/2024** | **2024 - December - December 2024 EFT Batch** | |
| **Redd, T 12.20.2024** | | | |
| 001-000-240-558-51-43-00 | | COM DEV: Lodging, Meals & Mileage | $66.58 |
| | | Crystal Springs - Water- MDRT | |
| 001-000-240-558-60-43-00 | | PLN: Lodging, Meals & Mileage | $66.57 |
| | | Crystal Springs - Water - Com Dev | |
| 001-000-246-558-70-43-00 | | MDRT: Lodging, Meals & Mileage | $96.37 |
| | | Oshio - MDRT/CD Dept Updates - Williamson, Redd, Kuzaro, Barnett | |
| 001-000-246-558-70-43-00 | | MDRT: Lodging, Meals & Mileage | $43.98 |
| | | Costco - Coffee Supplies | |
| **Total Redd, T 12.20.2024** | | | **$273.50** |
| **EFT Payment 12/23/2024 12:18:52** | | | |
| **PM - 1** | **12/20/2024** | **2024 - December - December 2024 EFT Batch** | |
| **Reed, R 12.20.2024** | | | |
| 001-000-000-369-81-00-00 | | Cash Over/Short | $3,290.80 |
| | | Motor City GMC Parts Fraudulent Chg | |
| 001-000-145-518-80-31-00 | | IT: Office & Operating Supplies | ($39.43) |
| | | Staples - Returned Paper | |
| 001-000-145-518-80-41-01 | | IT: Software Services | $740.28 |
| | | Lastpass Renew | |
| 001-000-145-518-80-41-14 | | IT: Net Motion Support | $240.00 |
| | | DuoCom | |
| 001-000-145-518-80-41-15 | | IT: Web Hosting Cost | $325.93 |
| | | ZenDesk | |
| 001-000-145-518-80-41-15 | | IT: Web Hosting Cost | $24.00 |
| | | Sweethawk | |
| 001-000-145-518-80-42-04 | | IT: Telephone / DSL / Radios / Air Cards | $1,058.94 |
| | | Apple - Phone | |
| 001-000-145-518-80-48-00 | | IT: Repairs & Mtc costs | $280.00 |
| | | Starlink | |
| 001-000-145-518-80-48-00 | | IT: Repairs & Mtc costs | $179.52 |
| | | Starlink | |
| 001-000-145-518-80-48-01 | | IT: Misc Mtc Fees. | $146.78 |
| | | Home Depot | |
| **Total Reed, R 12.20.2024** | | | **$6,246.82** |

| Vendor | | | | |
|---|---|---|---|---|
| Transaction Number | Invoice Date | Fiscal Description | | Void |
| Transaction Reference | | Name | | Amount |
| Account Number | | Title | | |
| EFT Payment 12/23/2024 12:18:52 PM - 1 | 12/20/2024 | 2024 - December - December 2024 EFT Batch | | |
| Self, M 12.20.2024 | | | | |
| 001-000-280-536-20-31-04 | | CEM: Uniform Allowance | | $281.74 |
| | LL Bean - Rain Coat | | | |
| 101-000-000-542-30-43-00 | | STRT: Lodging, Meals & Mileage | | $58.02 |
| | Jersey Mikes - Training Workshop | | | |
| 401-000-000-534-80-43-00 | | WTR: Lodging, Meals & Mileage | | $58.02 |
| | Jersey Mikes - Training Workshop | | | |
| 407-000-000-535-80-43-00 | | SWR: Lodging, Meals & Mileage | | $58.02 |
| | Jersey Mikes - Training Workshop | | | |
| 410-000-000-531-10-43-00 | | STRM: Lodging, Meals & Mileage | | $58.02 |
| | Jersey Mikes - Training Workshop | | | |
| **Total Self, M 12.20.2024** | | | | **$513.82** |
| EFT Payment 12/23/2024 12:18:52 PM - 1 | 12/20/2024 | 2024 - December - December 2024 EFT Batch | | |
| Sloss, J 12.20.2024 | | | | |
| 001-000-216-521-10-43-00 | | PD: Lodging, Meals & Mileage | | $16.69 |
| | Advanced PDR for Law Enf  Training - Lake Stevens | | | |
| **Total Sloss, J 12.20.2024** | | | | **$16.69** |
| EFT Payment 12/23/2024 12:18:52 PM - 1 | 12/20/2024 | 2024 - December - December 2024 EFT Batch | | |
| Stavano, J 12.20.2024 | | | | |
| 001-000-210-342-10-04-00 | | PD: Finger Print Fee | | $14.84 |
| | Harb Frt - Hand Tools | | | |
| 001-000-270-576-80-31-00 | | PRK: Office & Operating Supplies | | $24.73 |
| | Harb Frt - Hand Tools | | | |
| 101-000-000-542-30-31-00 | | STRT: Office & Operating Supplies | | $44.51 |
| | Harb Frt - Hand Tools | | | |
| 101-000-000-542-66-31-00 | | STRT: Sand & Salt - Snow & Ice | | $927.87 |
| | Corlis - Sand | | | |
| 101-000-000-542-66-31-00 | | STRT: Sand & Salt - Snow & Ice | | $962.30 |
| | Corlis - Sand | | | |
| 101-000-000-543-50-48-02 | | STRT: Equipment Repair & Maintenance | | $180.74 |
| | Vermeer - Wood Chipper Parts | | | |
| 401-000-000-534-80-31-00 | | WTR: Office & Operating Supplies | | $54.40 |
| | Harb Frt - Hand Tools | | | |
| 401-000-000-534-80-35-00 | | WTR: Small Tools & Safety Equip | | $1,213.15 |
| | Mid-West - Back Flow Test Kit | | | |
| 401-000-000-534-80-48-02 | | WTR: Equipment Repair & Maintenance | | $180.74 |
| | Vermeer - Wood Chipper Parts | | | |

| Vendor | | | | |
|---|---|---|---|---|
| Transaction Number | Invoice Date | Fiscal Description | | Void |
| Transaction Reference | | Name | | Amount |
| | Account Number | Title | | |
| | 401-000-000-534-80-49-01 | WTR: Training & Workshops | | $106.00 |
| | | PSI Testing - WDM1 Exam 11/26 | | |
| | 401-000-000-534-80-49-01 | WTR: Training & Workshops | | $42.00 |
| | | Green River - Cert Renewal | | |
| | 401-000-000-534-80-49-01 | WTR: Training & Workshops | | $106.00 |
| | | PSI Testing - WDM1 Exam 12/06 | | |
| | 401-000-000-534-80-49-01 | WTR: Training & Workshops | | $42.00 |
| | | Cert Renewal - Justin Ross | | |
| | 401-000-000-534-80-49-01 | WTR: Training & Workshops | | $87.00 |
| | | Cert Renewal - Josh Bain | | |
| | 407-000-000-535-80-31-00 | SWR: Office & Operating Supplies | | $54.40 |
| | | Harb Frt - Hand Tools | | |
| | 407-000-000-535-80-31-00 | SWR: Office & Operating Supplies | | $198.70 |
| | | RS Group - Monitor Relay | | |
| | 407-000-000-535-80-48-02 | SWR: Equipment Repair & Maintenance | | $180.72 |
| | | Vermeer - Wood Chipper Parts | | |
| | 407-000-000-535-80-48-02 | SWR: Equipment Repair & Maintenance | | $47.86 |
| | | RF Parts - Lift Station Hour Meter | | |
| | 407-000-000-535-80-48-02 | SWR: Equipment Repair & Maintenance | | $39.99 |
| | | PLC Mach Lift Station Hour Meter | | |
| | 410-000-000-531-10-31-01 | STRM: Office & Operating Supplies | | $54.41 |
| | | Harb Frt - Hand Tools | | |
| | 410-000-000-531-10-48-02 | STRM: Equipment Repair & Maintenance | | $180.74 |
| | | Vermeer - Wood Chipper Parts | | |
| **Total Stavano, J 12.20.2024** | | | | **$4,743.10** |
| **EFT Payment 12/23/2024 12:18:52** | | | | |
| **PM - 1** | **12/20/2024** | **2024 - December - December 2024 EFT Batch** | | |
| **Sweet, R 12.20.2024** | | | | |
| | 401-000-000-534-80-49-01 | WTR: Training & Workshops | | $430.00 |
| | | WETRC - WDM 1 & 11 Class | | |
| | 401-000-000-534-80-49-01 | WTR: Training & Workshops | | $106.00 |
| | | PSI - WDM 2 Exam | | |
| | 401-000-000-534-80-49-01 | WTR: Training & Workshops | | $42.00 |
| | | Green River - Waterworks Cert Renewal | | |
| **Total Sweet, R 12.20.2024** | | | | **$578.00** |
| **EFT Payment 12/23/2024 12:18:52** | | | | |
| **PM - 1** | **12/20/2024** | **2024 - December - December 2024 EFT Batch** | | |
| **Williamson, A 12.20.2024** | | | | |
| | 001-000-240-558-60-43-00 | PLN: Lodging, Meals & Mileage | | $39.34 |
| | | Ristrettos - Planning Mtg re: Sepa Mysterious Coffee - Williamson, Kuzaro | | |
| | 001-000-246-558-70-43-00 | MDRT: Lodging, Meals & Mileage | | $69.00 |

| Vendor | Transaction Number / Transaction Reference / Account Number | Invoice Date | Fiscal Description / Name / Title | Void / Amount |
|---|---|---|---|---|
| | | | BD Bakery - MPD Phase 3 & Proposed Pre Plat - Williamson, Cambell & Dan Ervin | |
| | **Total Williamson, A 12.20.2024** | | | **$108.34** |
| | **EFT Payment 12/23/2024 12:18:52 PM - 1** | **12/20/2024** | **2024 - December - December 2024 EFT Batch** | |
| | **Williamson, T 12.20.2024** | | | |
| | 001-000-130-513-10-43-00 | | MAYOR: Lodging, Meals & Mileage | $118.87 |
| | 001-000-180-518-50-31-04 | | CEN SVCS: Employee Recognition Supplies | $334.87 |
| | | | C & B Awards - Plaques | |
| | **Total Williamson, T 12.20.2024** | | | **$453.74** |
| | **EFT Payment 12/23/2024 12:18:52 PM - 1** | **12/20/2024** | **2024 - December - December 2024 EFT Batch** | |
| | **Wilson, N 12.20.2024** | | | |
| | 401-000-000-534-80-49-01 | | WTR: Training & Workshops | $106.00 |
| | | | Green River WDM! Exam | |
| | **Total Wilson, N 12.20.2024** | | | **$106.00** |
| | **Total EFT Payment 12/23/2024 12:18:52 PM - 1** | | | **$26,843.85** |
| **Total First Bankcard** | | | | **$26,843.85** |
| **Fugate Ford** | | | | |
| | **55536** | **12/16/2024** | **2024 - December - 4th December 2024 Batch** | |
| | **492332** | | | |
| | **December 2024 Service** | | | |
| | 101-000-000-543-50-48-01 | | STRT: Vehicle Repair & Maintenance | $420.61 |
| | 401-000-000-534-80-48-01 | | WTR: Vehicle Repair & Maintenance | $420.61 |
| | 407-000-000-535-80-48-01 | | SWR: Vehicle Repair & Maintenance | $420.60 |
| | 410-000-000-531-10-48-01 | | STRM: Vehicle Repair & Maintenance | $420.61 |
| | **Total 492332** | | | **$1,682.43** |
| | **Total 55536** | | | **$1,682.43** |
| **Total Fugate Ford** | | | | **$1,682.43** |
| **Gunderson Law Firm** | | | | |
| | **55537** | **12/31/2024** | **2024 - December - 4th December 2024 Batch** | |
| | **1440 GLF** | | | |
| | **December 2024 Service** | | | |
| | 001-000-121-512-51-41-02 | | CRT: AOC-Therapeutic Grant 07/01/2024 - 06/30/2025 | $750.00 |
| | | | Community Court | |
| | 001-000-151-515-41-41-04 | | CRT - Legal - Pros Attorney | $800.00 |
| | | | Extra Calendar | |
| | 001-000-151-515-41-41-04 | | CRT - Legal - Pros Attorney | $3,400.00 |

| Vendor | Transaction Number / Transaction Reference | Invoice Date / Account Number | Fiscal Description / Name / Title | Void / Amount |
|---|---|---|---|---|
| | | Monthly Service | | |
| | Total 1440 GLF | | | $4,950.00 |
| | Total 55537 | | | $4,950.00 |
| **Total Gunderson Law Firm** | | | | **$4,950.00** |

## Home Depot Credit Service

| Transaction Number | Transaction Reference | Invoice Date / Account Number | Fiscal Description / Title | Amount |
|---|---|---|---|---|
| **55558** | | **1/7/2025** | **2025 - January - 2nd Jan 2025 Batch** | |
| | **9534809** | | | |
| | **PW - Supplies** | | | |
| | | 001-000-270-576-80-31-00 | PRK: Office & Operating Supplies | $24.51 |
| | | 001-000-280-536-20-31-00 | CEM: Office & Operating Supplies | $14.71 |
| | | 101-000-000-542-30-31-00 | STRT: Office & Operating Supplies | $44.12 |
| | | 401-000-000-534-80-31-00 | WTR: Office & Operating Supplies | $53.93 |
| | | 407-000-000-535-80-31-00 | SWR: Office & Operating Supplies | $53.93 |
| | | 410-000-000-531-10-31-01 | STRM: Office & Operating Supplies | $53.93 |
| | **Total 9534809** | | | **$245.13** |
| **Total 55558** | | | | **$245.13** |
| **Total Home Depot Credit Service** | | | | **$245.13** |

## Honey Bucket/Northwest Cascade Inc.

| Transaction Number | Transaction Reference | Invoice Date / Account Number | Fiscal Description / Title | Amount |
|---|---|---|---|---|
| **55559** | | **12/31/2024** | **2025 - January - 2nd Jan 2025 Batch** | |
| | **0554624279** | | | |
| | **January 2025 Service** | | | |
| | | 001-000-270-575-70-41-01 | Lake Sawyer: Portable Restroom Facility | $98.00 |
| | | Parks-Boat Launch Rental: 145291 | | |
| | **Total 0554624279** | | | **$98.00** |
| **55559** | | **12/31/2024** | **2025 - January - 2nd Jan 2025 Batch** | |
| | **0554624280** | | | |
| | **January 2025 Service** | | | |
| | | 001-000-270-575-70-41-01 | Lake Sawyer: Portable Restroom Facility | $98.00 |
| | | Lake Sawyer Regional Park: 71400002 | | |
| | **Total 0554624280** | | | **$98.00** |
| **Total 55559** | | | | **$196.00** |
| **Total Honey Bucket/Northwest Cascade Inc.** | | | | **$196.00** |

| Vendor | | | | | |
|---|---|---|---|---|---|
| Transaction Number | Transaction Reference | Account Number | Invoice Date | Fiscal Description / Name / Title | Void Amount |

## Invoice Cloud

| | | | | |
|---|---|---|---|---|
| **EFT Payment 12/09/2024 12:19:42 PM - 1** | | **12/9/2024** | **2024 - December - December 2024 EFT Batch** | |
| | **774-2024-11** | | | |
| | | **Nov 2024 Utility Billing** | | |
| | | 001-000-210-521-10-49-04 | PD: Bank Analysis Fees/Merch CC Fees | $25.00 |
| | | | PD Online Portal | |
| | | 001-000-240-558-51-49-05 | COM DEV: Bank Analysis Fees/Merch CC Fees | $25.00 |
| | | | CD Online Portal | |
| | | 401-000-000-534-80-49-50 | WTR: Bank Analysis Fees/Merch CC/ Lien Fees | $390.45 |
| | | | Water Online Portal & Misc | |
| | | 407-000-000-535-80-49-50 | SWR: Bank Analysis Fees/Merch CC/ Lien Fees | $390.45 |
| | | | Sewer Online Portal & Misc | |
| | | 410-000-000-531-10-49-50 | STRM: Bank Analysis Fees/Merch CC/ Lien Fees | $67.90 |
| | | | Storm Online Portal & Misc | |
| | **Total 774-2024-11** | | | **$898.80** |
| **Total EFT Payment 12/09/2024 12:19:42 PM - 1** | | | | **$898.80** |
| **Total Invoice Cloud** | | | | **$898.80** |

## Jaydn Bond

| | | | | |
|---|---|---|---|---|
| **55538** | | **12/30/2024** | **2024 - December - 4th December 2024 Batch** | |
| | **15 JB** | | | |
| | | **December 2024 Service** | | |
| | | 001-000-121-512-51-41-02 | CRT: AOC-Therapeutic Grant 07/01/2024 - 06/30/2025 | $700.00 |
| | **Total 15 JB** | | | **$700.00** |
| **Total 55538** | | | | **$700.00** |
| **Total Jaydn Bond** | | | | **$700.00** |

## Kelley Create Co

| | | | | |
|---|---|---|---|---|
| **55539** | | **1/6/2025** | **2024 - December - 4th December 2024 Batch** | |
| | **IN1843339** | | | |
| | | **4th Qtr 2024 Service** | | |
| | | 001-000-180-518-50-45-03 | CEN SVCS: Copier Costs | $278.73 |
| | | | City Hall | |
| | | 001-000-210-521-10-45-03 | PD: Copier Costs | $152.87 |
| | | | Police | |
| | | 001-000-248-518-20-45-03 | MDRT: Copier Costs | $117.32 |
| | | | MDRT | |
| | | 001-000-254-518-21-45-04 | MOD: Copier Costs | $574.83 |
| | | | Mod - ADM | |

| Vendor Transaction Number Transaction Reference Account Number | Invoice Date | Fiscal Description Name Title | Void Amount |
|---|---|---|---|
| 101-000-000-542-30-45-03 Streets | | STRT: Copier Costs | $35.72 |
| 401-000-000-534-80-45-03 Water | | WTR: Copier Costs | $35.72 |
| 407-000-000-535-80-45-03 Sewer | | SWR: Copier Costs | $35.71 |
| 410-000-000-531-10-45-03 Strm | | STRM: Copier Costs | $35.72 |
| **Total IN1843339** | | | **$1,266.62** |
| **Total 55539** | | | **$1,266.62** |
| **Total Kelley Create Co** | | | **$1,266.62** |

## King County Finance - Wastewater Treat Div.

| | | | |
|---|---|---|---|
| **55560** | **1/1/2025** | **2025 - January - 2nd Jan 2025 Batch** | |
| **30040728** | | | |
| **January 2025 Service** | | | |
| 407-000-000-535-80-41-04 | | SWR: Metro Sewer Charges | $139,114.36 |
| **Total 30040728** | | | **$139,114.36** |
| **Total 55560** | | | **$139,114.36** |
| **Total King County Finance - Wastewater Treat Div.** | | | **$139,114.36** |

## King County Prosecuting Attorney

| | | | |
|---|---|---|---|
| **55540** | **12/31/2024** | **2024 - December - 4th December 2024 Batch** | |
| **01.02.2025 KCPA** | | | |
| **December 2024 Service** | | | |
| 633-000-100-589-30-00-00 Court Remittance | | CRT - Fees for King County | $187.66 |
| **Total 01.02.2025 KCPA** | | | **$187.66** |
| **Total 55540** | | | **$187.66** |
| **Total King County Prosecuting Attorney** | | | **$187.66** |

## King County Radio Comm Services

| | | | |
|---|---|---|---|
| **55541** | **11/26/2024** | **2024 - December - 4th December 2024 Batch** | |
| **INV-WO000176** | | | |
| **November 2024 Service** | | | |
| 001-000-214-521-20-41-03 | | PD: King County 800 Mhz Radio Costs | $1,166.88 |
| **Total INV-WO000176** | | | **$1,166.88** |
| **Total 55541** | | | **$1,166.88** |
| **Total King County Radio Comm Services** | | | **$1,166.88** |

| Vendor | Transaction Number / Transaction Reference | Invoice Date / Account Number | Fiscal Description / Name / Title | Void / Amount |
|---|---|---|---|---|

## Language Line Services, Inc.

| | | | | |
|---|---|---|---|---|
| | **55542** | **12/31/2025** | **2024 - December - 4th December 2024 Batch** | |
| | **11494661** | | | |
| | | **December 2024 Service** | | |
| | | 001-000-210-521-10-41-09 | PD: Interpreter<br>Interpreter Service | $193.96 |
| | | 001-000-211-523-60-49-05 | PD: Jail Language Line<br>Jail Lang Line | $0.00 |
| | **Total 11494661** | | | **$193.96** |
| | **Total 55542** | | | **$193.96** |
| **Total Language Line Services, Inc.** | | | | **$193.96** |

## Maria Moscoso

| | | | | |
|---|---|---|---|---|
| | **55543** | **12/23/2024** | **2024 - December - 4th December 2024 Batch** | |
| | **24014** | | | |
| | | **December 2024 Service** | | |
| | | 001-000-120-512-51-41-04 | CRT: Interpreter | $140.00 |
| | **Total 24014** | | | **$140.00** |
| | **Total 55543** | | | **$140.00** |
| **Total Maria Moscoso** | | | | **$140.00** |

## Merchant Card Services / Vantive Holding, LLC

| | | | | |
|---|---|---|---|---|
| | **EFT Payment 12/10/2024 12:20:10 PM - 1** | **12/10/2024** | **2024 - December - December 2024 EFT Batch** | |
| | **12.10.2024 MCS** | | | |
| | | **November 2024 Pay Station Fees** | | |
| | | 001-000-270-575-70-49-00 | Lake Sawyer: Bank Analysis Fees / Merch CC Fees<br>Lake Sawyer Pay Station | $282.84 |
| | **Total 12.10.2024 MCS** | | | **$282.84** |
| | **Total EFT Payment 12/10/2024 12:20:10 PM - 1** | | | **$282.84** |
| **Total Merchant Card Services / Vantive Holding, LLC** | | | | **$282.84** |

## Mountain View Fire & Rescue

| | | | | |
|---|---|---|---|---|
| | **55544** | **12/20/2024** | **2024 - December - 4th December 2024 Batch** | |
| | **24-061** | | | |
| | | **November 2024 Service** | | |
| | | 001-000-240-558-51-41-04 | COM DEV: Fire Inspection & Plan Check | $572.75 |

| Vendor | Transaction Number / Transaction Reference / Account Number | Invoice Date | Fiscal Description / Name / Title | Void / Amount |
|---|---|---|---|---|
| | | | Fire Inspection & Plan Check | |
| | **Total 24-061** | | | **$572.75** |
| | **Total 55544** | | | **$572.75** |
| **Total Mountain View Fire & Rescue** | | | | **$572.75** |
| **Parametrix, Inc.** | | | | |
| | **55545** | **11/21/2024** | **2024 - December - 4th December 2024 Batch** | |
| | **61571** | | | |
| | **November 2024 Service** | | | |
| | 320-000-050-595-50-62-00 | | CIP - STRT - Covington Creek Bridge | $18,223.60 |
| | **Total 61571** | | | **$18,223.60** |
| | **55545** | **12/13/2024** | **2024 - December - 4th December 2024 Batch** | |
| | **62365** | | | |
| | **November 2024 Service** | | | |
| | 320-000-050-595-50-62-00 | | CIP - STRT - Covington Creek Bridge | $12,571.25 |
| | **Total 62365** | | | **$12,571.25** |
| | **55545** | **12/19/2024** | **2024 - December - 4th December 2024 Batch** | |
| | **62668** | | | |
| | **November 2024 Service** | | | |
| | 001-000-257-558-70-41-06 | | MDRT - Surveyor-Parametrix | $5,020.00 |
| | **Total 62668** | | | **$5,020.00** |
| | **55545** | **12/19/2024** | **2024 - December - 4th December 2024 Batch** | |
| | **62669** | | | |
| | **November 2024 Service** | | | |
| | 001-000-257-558-70-41-06 | | MDRT - Surveyor-Parametrix | $1,072.50 |
| | **Total 62669** | | | **$1,072.50** |
| | **Total 55545** | | | **$36,887.35** |
| **Total Parametrix, Inc.** | | | | **$36,887.35** |

| Vendor | | | | |
|---|---|---|---|---|
| Transaction Number / Transaction Reference | Invoice Date / Account Number | Fiscal Description / Name / Title | Void | Amount |

## PD - Transient Vendors

| Transaction Number / Reference | Invoice Date / Account Number | Fiscal Description / Name / Title | Void | Amount |
|---|---|---|---|---|
| **55561** | **1/3/2025** | **2025 - January - 2nd Jan 2025 Batch** | | |
| **INV20251223380562** | | **Daryl Trinh** | | |
| **Traffic School Refund** | | | | |
| | 001-000-210-342-10-01-00 | PD: Traffic School Fee | | $145.00 |
| | | Traffic School Reimbursement | | |
| **Total INV20251223380562** | | | | **$145.00** |
| **Total 55561** | | | | **$145.00** |
| **Total PD - Transient Vendors** | | | | **$145.00** |

## Republic Services #176

| Transaction Number / Reference | Invoice Date / Account Number | Fiscal Description / Name / Title | Void | Amount |
|---|---|---|---|---|
| **55546** | **12/31/2024** | **2024 - December - 4th December 2024 Batch** | | |
| **0176-007568248** | | | | |
| **December 2024 Service** | | | | |
| | 001-000-270-576-80-47-02 | PRK: Waste Disposal | | $350.84 |
| | | 3-0176-0805992 32820 3rd Ave - PW - Parks | | |
| | 001-000-280-536-20-47-02 | CEM: Waste Disposal | | $28.07 |
| | | 3-0176-0805992 32820 3rd Ave - PW - Cemetery | | |
| | 101-000-000-543-50-47-02 | STRT: Waste Disposal | | $224.54 |
| | | 3-0176-0805992 32820 3rd Ave - PW - Streets | | |
| | 401-000-000-534-80-47-02 | WTR: Waste Disposal | | $266.64 |
| | | 3-0176-0805992 32820 3rd Ave - PW - Water | | |
| | 407-000-000-535-80-47-02 | SWR: Waste Disposal | | $266.62 |
| | | 3-0176-0805992 32820 3rd Ave - PW - Sewer | | |
| | 410-000-000-531-10-47-02 | STRM: Waste Disposal | | $266.64 |
| | | 3-0176-0805992 32820 3rd Ave - PW - Storm | | |
| **Total 0176-007568248** | | | | **$1,403.35** |
| **55546** | **12/31/2024** | **2024 - December - 4th December 2024 Batch** | | |
| **0176-007568371** | | | | |
| **December 2024 Service** | | | | |
| | 001-000-212-521-50-47-02 | PD: Waste Disposal | | $562.20 |
| | | 3-0176-808164 25510 Lawspm - PD / Court | | |
| **Total 0176-007568371** | | | | **$562.20** |
| **55546** | **12/31/2024** | **2024 - December - 4th December 2024 Batch** | | |
| **0176-00768027** | | | | |
| **December 2024 Service** | | | | |
| | 001-000-240-558-51-47-02 | COM DEV: Waste Disposal | | $102.93 |
| | | 3-0176-0091940 24301 Roberts Dr - Com Dev / Permitting | | |

| Vendor | Transaction Number | Transaction Reference | Account Number | Invoice Date | Fiscal Description / Name / Title | Void | Amount |
|---|---|---|---|---|---|---|---|
| | | | 001-000-240-558-60-47-02 | | PLN: Waste Disposal | | $25.73 |
| | | | | | 3-0176-0091940 24301 Roberts Dr - Planning | | |
| | | | 001-000-248-518-20-47-02 | | MDRT - Waste Disposal Costs | | $168.87 |
| | | | | | 3-0176-0091940 24301 Roberts Dr - MDRT | | |
| | | | 001-000-254-518-20-47-02 | | CH: Waste Disposal | | $144.74 |
| | | | | | 3-0176-0091940 24301 Roberts Dr - CH / Cent Svc | | |
| | | | 001-000-254-518-20-47-02 | | CH: Waste Disposal | | $32.17 |
| | | | | | 3-0176-0091940 24301 Roberts Dr - Adm / Cent Svc | | |
| | | | 101-000-000-543-50-47-02 | | STRT: Waste Disposal | | $42.22 |
| | | | | | 3-0176-0091940 24301 Roberts Dr - PW - Streets | | |
| | | | 401-000-000-534-80-47-02 | | WTR: Waste Disposal | | $42.22 |
| | | | | | 3-0176-0091940 24301 Roberts Dr - PW - Water | | |
| | | | 407-000-000-535-80-47-02 | | SWR: Waste Disposal | | $42.21 |
| | | | | | 3-0176-0091940 24301 Roberts Dr - PW - Sewer | | |
| | | | 410-000-000-531-10-47-02 | | STRM: Waste Disposal | | $42.22 |
| | | | | | 3-0176-0091940 24301 Roberts Dr - PW - Storm | | |
| | | **Total 0176-00768027** | | | | | **$643.31** |
| | **Total 55546** | | | | | | **$2,608.86** |
| **Total Republic Services #176** | | | | | | | **$2,608.86** |
| **RH2 Engineering Inc.** | | | | | | | |
| | **55547** | | | **12/18/2024** | **2024 - December - 4th December 2024 Batch** | | |
| | | **99240** | | | | | |
| | | | **November 2024 Service** | | | | |
| | | | 404-000-021-594-63-00-00 | | Gym & Shop Water Main Extension | | $19,221.43 |
| | | **Total 99240** | | | | | **$19,221.43** |
| | **55547** | | | **12/20/2024** | **2024 - December - 4th December 2024 Batch** | | |
| | | **99327** | | | | | |
| | | | **November 2024 Service** | | | | |
| | | | 402-000-003-594-34-63-13 | | WSFFA-Springs Source Rehab | | $1,353.77 |
| | | **Total 99327** | | | | | **$1,353.77** |
| | **55547** | | | **12/23/2025** | **2024 - December - 4th December 2024 Batch** | | |
| | | **99337** | | | | | |
| | | | **November 2024 Service** | | | | |
| | | | 101-000-000-542-30-41-00 | | STRT: Professional Services | | $246.19 |
| | | | | | Castillo - General Technical Support | | |
| | | | 101-000-000-542-30-41-13 | | STRT: Prof Service - Eng. Civil Review | | $1,779.58 |
| | | | | | Wright - Engineering Services | | |
| | | | 401-000-000-534-80-41-13 | | WTR: Prof Service- Eng. Civil Review | | $1,779.58 |
| | | | | | Wright - Engineering Services | | |

| Vendor | | | | | |
|---|---|---|---|---|---|
| Transaction Number | | Invoice Date | Fiscal Description | | Void |
| | Transaction Reference | | Name | | Amount |
| | | Account Number | Title | | |
| | | 401-000-000-534-80-41-13 | WTR: Prof Service- Eng. Civil Review | | $246.19 |
| | | | Castillo - General Technical Support | | |
| | | 401-000-000-534-80-41-13 | WTR: Prof Service- Eng. Civil Review | | $796.43 |
| | | | CSNW | | |
| | | 404-000-021-594-63-00-00 | Gym & Shop Water Main Extension | | $8,520.81 |
| | | 407-000-000-535-80-41-01 | SWR: Prof Srvs-GIS & other review | | $246.19 |
| | | | Castillo - General Technical Support | | |
| | | 407-000-000-535-80-41-13 | SWR: Prof Service - Eng. Civil Review | | $1,779.57 |
| | | | Wright - Engineering Services | | |
| | | 407-000-000-535-80-41-13 | SWR: Prof Service - Eng. Civil Review | | $26.39 |
| | | 410-000-000-531-10-41-13 | STRM: Prof Service - Eng. Civil Review | | $1,779.58 |
| | | | Wright - Engineering Services | | |
| | | 410-000-000-531-10-41-13 | STRM: Prof Service - Eng. Civil Review | | $246.19 |
| | | | Castillo - General Technical Support | | |
| | **Total 99337** | | | | **$17,446.70** |
| **Total 55547** | | | | | **$38,021.90** |
| **Total RH2 Engineering Inc.** | | | | | **$38,021.90** |

## Seattle Times

| | | | | | |
|---|---|---|---|---|---|
| **55548** | | **12/10/2025** | **2024 - December - 4th December 2024 Batch** | | |
| | **89747** | | | | |
| | | **December 2024 Service** | | | |
| | | 001-000-180-518-50-41-75 | CEN SVCS: Advertising | | $205.00 |
| | | | Council Vacancy | | |
| | **Total 89747** | | | | **$205.00** |
| **Total 55548** | | | | | **$205.00** |
| **Total Seattle Times** | | | | | **$205.00** |

## Secure Pacific Corporation

| | | | | | |
|---|---|---|---|---|---|
| **55562** | | **1/1/2025** | **2025 - January - 2nd Jan 2025 Batch** | | |
| | **428150** | | | | |
| | | **January 2025 Service** | | | |
| | | 101-000-000-543-50-49-04 | STRT: Security | | $18.71 |
| | | | PW Shop - Streets Security | | |
| | | 401-000-000-534-80-49-04 | WTR: Security | | $18.71 |
| | | | PW Shop - Water Security | | |
| | | 407-000-000-535-80-49-04 | SWR: Security | | $18.71 |
| | | | PW Shop - Sewer Security | | |
| | | 410-000-000-531-10-49-04 | STRM: Security | | $18.71 |
| | | | PW Shop - Storm Security | | |
| | **Total 428150** | | | | **$74.84** |

| Vendor | Transaction Number / Transaction Reference / Account Number | Invoice Date | Fiscal Description / Name / Title | Void | Amount |
|---|---|---|---|---|---|
| | **55562** | **1/1/2025** | **2025 - January - 2nd Jan 2025 Batch** | | |
| | **428151** | | | | |
| | **January 2025 Service** | | | | |
| | 001-000-137-514-21-49-04 | | CLK: Security | | $50.50 |
| | | | City Hall / Mod Clrk/Adm 24301 Roberts | | |
| | 001-000-140-514-23-49-04 | | FIN: Security | | $227.23 |
| | | | City Hall / Mod Finance / Cent Svc 24301 Roberts | | |
| | 001-000-240-558-51-49-04 | | COM DEV: Security | | $161.59 |
| | | | City Hall / Mod Permitting 24301 Roberts | | |
| | 001-000-240-558-60-49-04 | | PLN: Security | | $40.40 |
| | | | City Hall / Mod Planning 24301 Roberts | | |
| | 001-000-246-558-70-49-04 | | MDRT: Security | | $265.10 |
| | | | City Hall / Mod MDRT 24301 Roberts | | |
| | 101-000-000-543-50-49-04 | | STRT: Security | | $66.28 |
| | | | City Hall / Mod PW - Streets 24301 Roberts | | |
| | 401-000-000-534-80-49-04 | | WTR: Security | | $66.28 |
| | | | City Hall / Mod PW - Water 24301 Roberts | | |
| | 407-000-000-535-80-49-04 | | SWR: Security | | $66.26 |
| | | | City Hall / Mod PW - Sewer 24301 Roberts | | |
| | 410-000-000-531-10-49-04 | | STRM: Security | | $66.28 |
| | | | City Hall / Mod PW - Strm 24301 Roberts | | |
| | **Total 428151** | | | | **$1,009.92** |
| | **55562** | **1/1/2025** | **2025 - January - 2nd Jan 2025 Batch** | | |
| | **428152** | | | | |
| | **January 2025 Service** | | | | |
| | 001-000-270-575-51-49-04 | | GYM: Security | | $221.40 |
| | | | GYM - 25511 Lawson | | |
| | **Total 428152** | | | | **$221.40** |
| | **55562** | **1/1/2025** | **2025 - January - 2nd Jan 2025 Batch** | | |
| | **428153** | | | | |
| | **January 2025 Service** | | | | |
| | 401-000-000-534-80-49-04 | | WTR: Security | | $166.98 |
| | | | PW - Water Tower 26200 Lawson | | |
| | **Total 428153** | | | | **$166.98** |
| | **55562** | **1/1/2025** | **2025 - January - 2nd Jan 2025 Batch** | | |
| | **428154** | | | | |
| | **January 2025 Service** | | | | |
| | 001-000-212-521-50-49-04 | | PD: Security | | $256.76 |

| Vendor | Transaction Number / Transaction Reference / Account Number | Invoice Date | Fiscal Description / Name / Title | Void / Amount |
|---|---|---|---|---|
| | PD / Boat Dock | | | |
| | **Total 428154** | | | **$256.76** |
| | **Total 55562** | | | **$1,729.90** |
| **Total Secure Pacific Corporation** | | | | **$1,729.90** |
| **Somer Johnson** | | | | |
| | **55549** | **12/6/2024** | **2024 - December - 4th December 2024 Batch** | |
| | **157 SJ** | | | |
| | **December 2024 Service** | | | |
| | 001-000-121-512-51-41-02 | | CRT: AOC-Therapeutic Grant 07/01/2024 - 06/30/2025 | $2,500.00 |
| | **Total 157 SJ** | | | **$2,500.00** |
| | **Total 55549** | | | **$2,500.00** |
| **Total Somer Johnson** | | | | **$2,500.00** |
| **Trent Gray, LMHC** | | | | |
| | **55550** | **12/30/2024** | **2024 - December - 4th December 2024 Batch** | |
| | **143 TG** | | | |
| | **December 2024 Service** | | | |
| | 001-000-121-512-51-41-02 | | CRT: AOC-Therapeutic Grant 07/01/2024 - 06/30/2025 | $1,000.00 |
| | **Total 143 TG** | | | **$1,000.00** |
| | **Total 55550** | | | **$1,000.00** |
| **Total Trent Gray, LMHC** | | | | **$1,000.00** |
| **U.S. Postal Service (CMRS-FP)** | | | | |
| | **EFT Payment 12/30/2024 12:20:43 PM - 1** | **12/30/2024** | **2024 - December - December 2024 EFT Batch** | |
| | **12.26.2024 & 12.30.2024 USPS CRMS FP** | | | |
| | **December Postage Refills** | | | |
| | 001-000-180-518-50-42-01 | | CEN SVCS: Postage | $600.00 |
| | 12.26.2024 Refill | | | |
| | 001-000-180-518-50-42-01 | | CEN SVCS: Postage | $800.00 |
| | 12.30.2024 Refill | | | |
| | **Total 12.26.2024 & 12.30.2024 USPS CRMS FP** | | | **$1,400.00** |
| | **Total EFT Payment 12/30/2024 12:20:43 PM - 1** | | | **$1,400.00** |
| **Total U.S. Postal Service (CMRS-FP)** | | | | **$1,400.00** |

| Vendor | Transaction Number | Transaction Reference | Account Number | Invoice Date | Fiscal Description | Name | Title | Void | Amount |
|---|---|---|---|---|---|---|---|---|---|

## UB - Transient Vendors

| | | | | | | |
|---|---|---|---|---|---|---|
| **55551** | | | **12/30/2025** | **2024 - December - 4th December 2024 Batch** | | |
| | **5507.0 2** | | | **McDaniel Living Trust C/O Mike & Barbara McDaniel** | | |
| | | **Utility Refund** | | | | |
| | | 401-000-000-343-40-00-01 | | Water Charges | | $31.02 |
| | | | Refund Closed Account - Escrow issued dup pmnt | | | |
| | **Total 5507.0 2** | | | | | **$31.02** |
| **Total 55551** | | | | | | **$31.02** |
| **55552** | | | **12/30/2024** | **2024 - December - 4th December 2024 Batch** | | |
| | **7285.0** | | | **Bailey Industries** | | |
| | | **Utility Refund** | | | | |
| | | 401-000-000-343-40-00-01 | | Water Charges | | $407.70 |
| | | | Refund Closed Account | | | |
| | **Total 7285.0** | | | | | **$407.70** |
| **Total 55552** | | | | | | **$407.70** |

**Total UB - Transient Vendors** **$438.72**

## US Bank Equipment Finance

| | | | | | | |
|---|---|---|---|---|---|---|
| **EFT Payment 12/10/2024 12:21:07 PM - 1** | | | **11/12/2024** | **2024 - December - December 2024 EFT Batch** | | |
| | **542599006** | | | | | |
| | | **Copier Rental 11.2024** | | | | |
| | | 001-000-180-591-18-70-03 | CH | CEN SVCS: Copier Lease | | $439.38 |
| | | 001-000-180-591-18-70-03 | CLRK | CEN SVCS: Copier Lease | | $372.98 |
| | | 001-000-210-591-21-70-03 | PD | PD: Copier Lease | | $330.49 |
| | | 001-000-240-591-58-70-03 | CD | COM DEV: Copier Lease | | $93.24 |
| | | 001-000-248-591-58-70-03 | MDRT | MDRT: Copier Lease | | $361.52 |
| | | 101-000-000-591-95-70-03 | STRT | STRT: Copier Lease | | $91.84 |
| | | 401-000-000-591-34-70-03 | WTR | WTR: Copier Lease | | $107.14 |
| | | 407-000-000-591-35-70-03 | SWR | SWR: Copier Lease | | $61.22 |
| | | 410-000-000-591-31-70-03 | | STRM: Copier Lease | | $45.92 |

| Vendor Transaction Number | Transaction Reference | Account Number | Invoice Date | Fiscal Description / Name / Title | Void Amount |
|---|---|---|---|---|---|
| | | STRM | | | |
| | **Total 542599006** | | | | **$1,903.73** |
| **Total EFT Payment 12/10/2024 12:21:07 PM - 1** | | | | | **$1,903.73** |
| **Total US Bank Equipment Finance** | | | | | **$1,903.73** |

## Utilities Underground Location Center

| Transaction Number | Transaction Reference | Account Number | Invoice Date | Fiscal Description / Name / Title | Amount |
|---|---|---|---|---|---|
| **55553** | | | **12/31/2024** | **2024 - December - 4th December 2024 Batch** | |
| | **4120129** | | | | |
| | | **December 2024 Service** | | | |
| | | 401-000-000-534-80-41-08 | | WTR: Locating Service | $76.56 |
| | | 58 locates | | | |
| | **Total 4120129** | | | | **$76.56** |
| **Total 55553** | | | | | **$76.56** |
| **Total Utilities Underground Location Center** | | | | | **$76.56** |

## Valley Defenders

| Transaction Number | Transaction Reference | Account Number | Invoice Date | Fiscal Description / Name / Title | Amount |
|---|---|---|---|---|---|
| **55554** | | | **1/6/2025** | **2024 - December - 4th December 2024 Batch** | |
| | **01062024 VD** | | | | |
| | | **December 2024 Service** | | | |
| | | 001-000-121-512-51-41-02 | | CRT: AOC-Therapeutic Grant 07/01/2024 - 06/30/2025 | $750.00 |
| | | AOC Community Court | | | |
| | | 001-000-151-515-91-41-00 | | CRT - Legal-Public Defender | $5,000.00 |
| | | Monthly Base | | | |
| | **Total 01062024 VD** | | | | **$5,750.00** |
| **Total 55554** | | | | | **$5,750.00** |
| **Total Valley Defenders** | | | | | **$5,750.00** |

## Vision Municipal Solutions, LLC

| Transaction Number | Transaction Reference | Account Number | Invoice Date | Fiscal Description / Name / Title | Amount |
|---|---|---|---|---|---|
| **55555** | | | **1/2/2025** | **2024 - December - 4th December 2024 Batch** | |
| | **09-15465** | | | | |
| | | **Nov 2024 Utility Bills** | | | |
| | | 401-000-000-534-80-49-03 | | WTR: Printing & Binding | $438.17 |
| | | Printing - Utility Bills | | | |
| | | 407-000-000-535-80-49-03 | | SWR: Printing & Binding | $438.17 |
| | | Printing - Utility Bills | | | |
| | | 410-000-000-531-10-49-03 | | STRM: Printing & Binding | $76.20 |

| Vendor | Transaction Number | Transaction Reference | Account Number | Invoice Date | Fiscal Description | Name | Title | Void | Amount |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Printing - Utility Bills | | | | | |
| | | **Total 09-15465** | | | | | | | **$952.54** |
| | **Total 55555** | | | | | | | | **$952.54** |
| | **55563** | | | **1/2/2025** | **2025 - January - 2nd Jan 2025 Batch** | | | | |
| | | **09-15167** | | | | | | | |
| | | | **2025 Maint Agreement** | | | | | | |
| | | | 001-000-145-518-80-41-17 | | | IT: Inf. Tech. Svs.-Vision | | | $1,842.20 |
| | | | | Annual Maintenance | | | | | |
| | | | 101-000-000-542-30-41-60 | | | STRT: Vision Software Maintenance | | | $1,842.20 |
| | | | | Annual Maintenance | | | | | |
| | | | 401-000-000-534-80-41-60 | | | WTR: Vision Software Maintenance | | | $1,842.20 |
| | | | | Annual Maintenance | | | | | |
| | | | 407-000-000-535-80-41-60 | | | SWR: Vision Software Maintenance | | | $1,842.20 |
| | | | | Annual Maintenance | | | | | |
| | | | 410-000-000-531-10-41-60 | | | STRM: Vision Software Maintenance | | | $1,842.20 |
| | | | | Annual Maintenance | | | | | |
| | | **Total 09-15167** | | | | | | | **$9,211.00** |
| | **Total 55563** | | | | | | | | **$9,211.00** |
| **Total Vision Municipal Solutions, LLC** | | | | | | | | | **$10,163.54** |
| **Washington State Department of Revenue** | | | | | | | | | |
| | **EFT Payment 12/27/2024 12:21:32 PM - 1** | | | **12/27/2024** | **2024 - December - December 2024 EFT Batch** | | | | |
| | | **12272024 DOR** | | | | | | | |
| | | | **November 2024 Excise Tax** | | | | | | |
| | | | 401-000-000-534-80-44-01 | | | WTR: State of WA Utility Excise Tax | | | $6,657.21 |
| | | | | Utility Tax: Water | | | | | |
| | | | 401-000-000-534-80-44-01 | | | WTR: State of WA Utility Excise Tax | | | $181.58 |
| | | | | B&O Tax: Water | | | | | |
| | | | 407-000-000-535-80-44-01 | | | State of WA Excise Tax | | | $434.69 |
| | | | | B&O Tax: Sewer | | | | | |
| | | | 407-000-000-535-80-44-01 | | | State of WA Excise Tax | | | ($5,103.30) |
| | | | | Utility Tax: Sewer(KC Credit) | | | | | |
| | | | 407-000-000-535-80-44-01 | | | State of WA Excise Tax | | | $6,283.67 |
| | | | | Utility Tax: Sewer | | | | | |
| | | | 410-000-000-531-10-44-01 | | | STRM: State of Wa Excise Tax | | | $2,933.57 |

| Vendor / Transaction Number / Transaction Reference / Account Number | Invoice Date | Fiscal Description / Name / Title | Void | Amount |
|---|---|---|---|---|
| | | B&O Tax: Storm | | |
| **Total 12272024 DOR** | | | | **$11,387.42** |
| **Total EFT Payment 12/27/2024 12:21:32 PM - 1** | | | | **$11,387.42** |
| **Total Washington State Department of Revenue** | | | | **$11,387.42** |

## Washington State Patrol

| Transaction Number / Transaction Reference / Account Number | Invoice Date | Fiscal Description / Name / Title | Void | Amount |
|---|---|---|---|---|
| **55556** | **1/2/2025** | **2024 - December - 4th December 2024 Batch** | | |
| **I2503487** | | | | |
| **December 2024 Service** | | | | |
| 633-000-500-589-30-00-00 | | PD - CPL Fees for WSP/FBI - Fingerprint | | $11.00 |
| | | Fingerprints - CPL | | |
| **Total I2503487** | | | | **$11.00** |
| **55556** | **1/2/2025** | **2024 - December - 4th December 2024 Batch** | | |
| **I2503639** | | | | |
| **December 2024 Service** | | | | |
| 633-000-500-589-30-00-00 | | PD - CPL Fees for WSP/FBI - Fingerprint | | $39.75 |
| | | Fingerprints - CPL | | |
| **Total I2503639** | | | | **$39.75** |
| **Total 55556** | | | | **$50.75** |
| **Total Washington State Patrol** | | | | **$50.75** |

## Washington State Treasurer

| Transaction Number / Transaction Reference / Account Number | Invoice Date | Fiscal Description / Name / Title | Void | Amount |
|---|---|---|---|---|
| **55557** | **12/31/2024** | **2024 - December - 4th December 2024 Batch** | | |
| **01.02.2025 WST** | | | | |
| **December 2024 Court Report** | | | | |
| 633-000-200-589-30-00-00 | | CRT - Fees for WA State Treasurer | | $16,620.33 |
| | | Court Remittance | | |
| **Total 01.02.2025 WST** | | | | **$16,620.33** |
| **55557** | **12/31/2024** | **2024 - December - 4th December 2024 Batch** | | |
| **01.02.2025 WST BLDG FEE** | | | | |
| **4th Qtr 2024 Bldg Fees** | | | | |
| 633-000-300-589-30-00-00 | | Bldg Permit Fees for State Treasurer | | $387.50 |

| Vendor | Transaction Number | Transaction Reference | Invoice Date | Account Number | Fiscal Description | Name | Title | Void | Amount |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Building Fees | | | |
| | | **Total 01.02.2025 WST BLDG FEE** | | | | | | | **$387.50** |
| | **Total 55557** | | | | | | | | **$17,007.83** |
| **Total Washington State Treasurer** | | | | | | | | | **$17,007.83** |

## Washington State Treasurer's Office

| Vendor | Transaction Number | Transaction Reference | Invoice Date | Account Number | Fiscal Description | Name | Title | Void | Amount |
|---|---|---|---|---|---|---|---|---|---|
| | **55564** | | **1/3/2025** | | **2025 - January - 2nd Jan 2025 Batch** | | | | |
| | | **12.31.2024 WSTO** | | | | | | | |
| | | | | **Annual Forfeiture Report 2024** | | | | | |
| | | | | 001-000-210-521-10-49-10 | | | PD: Confiscated Funds-Due to State | | $2.11 |
| | | **Total 12.31.2024 WSTO** | | | | | | | **$2.11** |
| | **Total 55564** | | | | | | | | **$2.11** |
| **Total Washington State Treasurer's Office** | | | | | | | | | **$2.11** |

## Williams Scotsman, Inc.

| Vendor | Transaction Number | Transaction Reference | Invoice Date | Account Number | Fiscal Description | Name | Title | Void | Amount |
|---|---|---|---|---|---|---|---|---|---|
| | **55565** | | **1/3/2025** | | **2025 - January - 2nd Jan 2025 Batch** | | | | |
| | | **9022773603** | | | | | | | |
| | | | | **January 2025 Rent** | | | | | |
| | | | | 001-000-240-591-58-70-00 | | | COM DEV: Bld & Property Lease | | $1,938.12 |
| | | | | | | Com Dev Mod - Permitting | | | |
| | | | | 001-000-240-591-58-70-01 | | | PLN: Bld & Property Lease | | $484.53 |
| | | | | | | Com Dev Mod - Planning | | | |
| | | | | 001-000-254-591-18-70-01 | | | MOD: Bld & Property Lease | | $1,038.28 |
| | | | | | | Com Dev Mod - Adm | | | |
| | | **Total 9022773603** | | | | | | | **$3,460.93** |
| | **55565** | | **1/1/2025** | | **2025 - January - 2nd Jan 2025 Batch** | | | | |
| | | **9022773604** | | | | | | | |
| | | | | **January 2025 Rent** | | | | | |
| | | | | 101-000-000-591-95-70-00 | | | STRT: Bld & Property Lease | | $490.42 |
| | | | | | | Streets - Rent MDS-653591 | | | |
| | | | | 401-000-000-591-34-70-00 | | | WTR: Bld & Property Lease | | $490.42 |
| | | | | | | Water - Rent MDS-653591 | | | |
| | | | | 407-000-000-591-35-70-00 | | | SWR: Bld & Property Lease | | $490.42 |
| | | | | | | Sewer - Rent MDS-653591 | | | |
| | | | | 410-000-000-591-31-70-00 | | | STRM: Bld & Property Lease | | $490.40 |

| Vendor | | | | |
|---|---|---|---|---|
| Transaction Number / Transaction Reference / Account Number | Invoice Date | Fiscal Description / Name / Title | Void | Amount |
| | | Storm - Rent MDS-653591 | | |
| **Total 9022773604** | | | | **$1,961.66** |
| **Total 55565** | | | | **$5,422.59** |
| **Total Williams Scotsman, Inc.** | | | | **$5,422.59** |

**Vendor Count 48** **Grand Total $481,424.62**

# City of Black Diamond
## Payroll Register - December 2024

| Number | Name | Fiscal Description | Amount |
|---|---|---|---|
| 20472 | Employee Physical Check | 2024 - December - Month End | $479.95 |
| 20473 | Employee Physical Check | 2024 - December - Month End | $798.54 |
| 20474 | Employee Physical Check | 2024 - December - Month End | $870.97 |
| 20475 | BD Police Officers Association | 2024 - December - Month End | $1,200.00 |
| 20476 | City of Black Diamond Flex | 2024 - December - Month End | $450.00 |
| 20477 | HRA VEBA Trust | 2024 - December - Month End | $225.00 |
| 20478 | Joseph Kaufman | 2024 - December - Month End | $192.20 |
| 20479 | Minnesota Child Support Payment Ctr | 2024 - December - Month End | $520.00 |
| 20480 | Teamsters Local 117 | 2024 - December - Month End | $2,504.76 |
| 20481 | Trusteed Plans Service CP LTD | 2024 - December - Month End | $130.00 |
| 20482 | Western States Police Medical | 2024 - December - Month End | $675.00 |
| 20483 | Employee Physical Check | 2024 - December - Month End | $754.67 |
| 20484 | Employee Physical Check | 2024 - December - Month End | $953.76 |
| December 2024 Aflac | Aflac | 2024 - December - Month End | $95.29 |
| December 2024 Draw | Payroll Vendor | 2024 - December - Month End | $58,071.80 |
| December 2024 DRS: DCP | DOR - Deferred Comp | 2024 - December - Month End | $17,197.76 |
| December 2024 DRS: Ret | Dept of Retirement Systems | 2024 - December - Month End | $63,355.25 |
| December 2024 DRS: Ret 2 | Dept of Retirement Systems | 2024 - December - Month End | $299.31 |
| December 2024 ESD | Employment Security Dept | 2024 - December - Month End | $873.25 |
| December 2024 Fed Taxes | City of Black Diamond Taxes | 2024 - December - Month End | $106,807.86 |
| December 2024 Fed Taxes 2 | City of Black Diamond Taxes | 2024 - December - Month End | $310.56 |
| December 2024 Medical Ins | AWC Employee Benefit Trust | 2024 - December - Month End | $89,218.24 |
| December 2024 Month End | Payroll Vendor | 2024 - December - Month End | $246,958.30 |
| December 2024 PFML | PFML ESD | 2024 - December - Month End | $2,957.34 |
| December 2024 WA Cares | WA Cares ESD | 2024 - December - Month End | $1,467.33 |
| December 2024 L&I | Dept of Labor and Industries | 2024 - December - Month End | $8,333.74 |
| | | | **$605,700.88** |

**I hereby certify that payroll and benefits have been processed and delivered as required under contract or legal obligation.**

Finance Director Karen Mason

Date 1-9-24

# BLACK DIAMOND CITY COUNCIL MINUTES
## Council Meeting of January 2, 2025
### 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, Peterson (Zoom), Mulvihill (Zoom), de Leon, Jones, Page

**ABSENT:** None

**Staff present:** Andrew Williamson, MDRT/Ec Development Director; Xavier Mason, Finance Director; Scott Hanis, Public Works Director; Jake Kapsandy, IT Tech II; Commander Martinez; David Linehan, City Attorney; Brenda L. Martinez, City Clerk/HR Manager.

## READING OF GUIDING PRINCIPLES

## AGENDA REVIEW AND APPROVAL:

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

## COMMITTEE REPORTS:

1) **EMAC Report** – Councilmember Mulvihill

## DEPARTMENT REPORTS:

## PUBLIC COMMENTS:
Andre Koch, Black Diamond spoke to Council.

Councilmember Mulvihill left the meeting at 7:09pm.

Fire Chief Judkins spoke to Council.
Joe May, unincorporated King County spoke to Council.

## APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

**2) AB25-001** – Selection of Mayor Pro Tempore

Councilmember Peterson **moved** to appoint Councilmember Deady as Mayor Pro Tempore; **second** Councilmember Jones. Motion **passed** (4-1 (de Leon).

**3) AB25-002** – Confirming the Mayor's Appointments to the Council Standing Committee

Councilmember Page **moved** to confirm the Mayor's appointments to the 2025 Council Standing Committees; **second** Councilmember Deady. Motion **passed** with all voting in favor (5-0).

## CONSENT AGENDA:

Councilmember de Leon **moved** to approve the Consent Agenda; **second** Councilmember Page. Motion **passed** with all voting in favor (5-0). The Consent Agenda was approved as follows:

**4) Claim Checks –** December 19, 2024, Check No. 55362 through Check No. 55443 (void 53214) in the amount of $779,841.78, and January 2, 2025, Check No. 55444 through Check No. 55487 in the amount of $301,649.92.

**5) Payroll –** November 2024, Check No. 20464 through Check No. 20471 and ACH's in the amount of $571.671.60.

**6) Minutes** – Work Session of November 14,2024

**7) AB25-003** - Resolution Regarding Contract with AHBL for Planning Services for the 2024 Comprehensive Plan Periodic Update

**8) AB25-004** – Resolution Authorizing Purchase of a Cummins 12KW Mobile Generator

## PUBLIC HEARINGS: None

## UNFINISHED BUSINESS:

**9) AB25-005** – Adopting the City's 2025 Legislative Agenda

Mayor Benson spoke on this item.

Councilmember Page **moved** to adopt the City's 2025 Legislative Agenda; **second** Councilmember Deady. Motion **passed** with all voting in favor (5-0).

## NEW BUSINESS:

**10) AB25-006** – Resolution Authorizing Amendment 1 to On-Call Agreement with Parametrix and Authorizing Task Request for the Ginde Creek Park Design

Public Works Director Hanis discussed this item

Councilmember Deady **moved** to adopt Resolution No. 25-1654 Authorizing the Mayor to execute Amendment 1 to the On-call Agreement with Parametrix and authorize the Mayor to execute the Task Request for the Ginder Creek Park design; **second** Councilmember Jones. Motion **passed** with all voting in favor (5-0)

**11) AB25-007** – Resolution Authorizing Suspension of the 2025 Comprehensive Plan Docket Process

MDRT/Ec Dev Director Williamson discussed this item with the Council.

Councilmember Deady **moved** to adopt Resolution No. 25-1655 to suspend the optional Comprehensive Plan Annual Docketing Process for 2025 so that City resources can be focused on completing the required Periodic Update as soon as possible; **second** Councilmember Page. Motion **passed** with all voting in favor (5-0).

**12) Minutes** – Approval of the December 5, 2024, Council Meeting Minutes

Councilmember Page led the discussion on this item.

Councilmember Page **moved** to amend the December 5, 2024, minutes to reflect that Councilmember Douglass was not in support of the levy lid lift for fire services and in support of annexation and clarifying with the time stamps; **second** Councilmember Deady. Motion **passed** with all voting in favor (5-0).

## MAYOR'S REPORT:

Mayor Benson reported attending Hometown Christmas. On December 16th she attended the BESS presentation and reported on what was discussed.

## COUNCIL REPORTS:

Councilmember Peterson reported attending the BESS training and thought it was helpful.

Councilmember de Leon thanked the city and stated that this is hard work, and her gratitude goes back to the fact that the more you get to serve in this community the more you find things you love about it. She noted that this was a real hard year for all government. She asked that traditions such as raising the pride flag continue and to celebrate all backgrounds and ended by saying that we need to stand up for each other in the best ways we can and wished everyone good luck.

Councilmember Jones asked residents to throw in their applications for the two vacant Council positions and to contact the City Clerk with any questions. He noted Councilmembers are at large and represent the city and its nice to get representation from all areas of the city. He discussed the issues of parks and fire service, infrastructure. He talked about the polar bear plunge at Lake Sawyer on January 1st. Lastly, he is eternally grateful for our emergency services support and mental health services and with details emerging from the recent tragedies in New Orleans, and Las Vegas and he can only wish that our community is not affected by such things.

Councilmember Page addressed the issue of fire service for Black Diamond and the path forward. She discussed now is the time for action and shared reasons why annexation is best for our citizens. She read an excerpt from the Interlocal Agreement between the City and Mountain View Fire & Rescue. She urged her fellow Councilmembers to move forward and will come back at the next meeting with a resolution for the city to begin annexation; it is in our best interest for our citizens.

Councilmember Deady reported attending the BESS presentation. She wished everyone a Happy New Year and noted that we do need to talk about who will be the Council representative on Mountain View Fire & Rescue Board. She stated that an annexation is most important and it's the way to go. She announced that the traffic light at Roberts Drive and Morgan Street is now functioning and everything went as planned.

## ATTORNEY REPORT:

Attorney Linehan shared that the moratorium on BESS will expire in February. He noted the general sense he has is that there is an interest in prohibiting those systems in Black Diamond and that he would prepare an ordinance to come forward at the next meeting for discussion.

**PUBLIC COMMENTS:** None

## EXECUTIVE SESSION:

## ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Jones. Motion **passed** with all voting in favor (5-0). The meeting ended at 7:54 p.m.

ATTEST:

______________________________ ______________________________

Carol Benson, Mayor — Brenda L. Martinez, City Clerk

# CITY COUNCIL AGENDA BILL

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

## ITEM INFORMATION

| | | |
|---|---|---|
| **SUBJECT:** **Resolution authorizing the Mayor to execute a professional services agreement with Olympic Environmental Resources for the City's 2025 and 2026 Spring and Fall recycling events** | **Agenda Date: January 16, 2025** | **AB25-008** |
| | Mayor Carol Benson | |
| | City Administrator | |
| | City Attorney David Linehan | |
| | City Clerk – Brenda L. Martinez | |
| | Com Dev – Andy Williamson | |
| | Finance – Xavier Mason | |
| | MDRT/Ec Dev – Andy Williamson | |
| Cost Impact (see also Fiscal Note): $51,000 | Police – Chief Kiblinger | |
| Fund Source: King County and Ecology Grant | Public Works – Scott Hanis | X |
| Timeline: 2025 and 2026 | Court – Judge Swain/Tawnya Parks | |
| | | |

**Agenda Placement:** ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator

**Attachments: Resolution, Agreement, Exhibits A through E**

SUMMARY STATEMENT:
The City has been holding annual spring and fall recycling events, coordinated by Olympic Environmental Resources. This event gives City residents the opportunity to recycle unwanted materials, including hazardous waste and yard debris. These events are held along with the City of Maple Valley and will be held at Tahoma High School in Maple Valley.

This agreement will be for two years and will cover the spring and fall events in 2025 and 2026. Olympic Environmental Resources runs the events, prepares paperwork to obtain the necessary grants, and prepares the necessary reports for the grant agencies.

FISCAL NOTE (Finance Department): This grant does not require any matching or funding from the City of Black Diamond. The only expenditures will be limited in value by the grant.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION adopting Resolution No. 25-1656, authorizing the Mayor to execute a Professional Services Agreement with Olympic Environmental Resources for the City's 2025 and 2026 Spring and Fall recycling events.**

## RECORD OF COUNCIL ACTION

| ***Meeting Date*** | ***Action*** | ***Vote*** |
|---|---|---|
| January 16, 2025 | | |
| | | |

**RESOLUTION NO. 25-1656**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH OLYMPIC ENVIRONMENTAL RESOURCES FOR THE CITY'S 2025 AND 2026 SPRING AND FALL RECYCLING EVENTS**

**WHEREAS,** the City holds annual recycling events in the spring and fall; and

**WHEREAS,** the City received a Local Hazardous Waste Management Program grant from King County to fund a portion of these events; and

**WHEREAS,** the City received a grant from the King County Solid Waste Division and Washington State Department of Ecology to fund a portion of these events; and

**WHEREAS,** Olympic Environmental Resources is coordinating these events for Black Diamond and Maple Valley**;**

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

**Section 1.** The Mayor is hereby authorized to execute a professional services agreement with Olympic Environmental Resources for the City's 2025 and 2026 Spring and Fall Recycling Events;

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF JANUARY, 2025.**

CITY OF BLACK DIAMOND:

______________________________
Carol Benson, Mayor

Attest:

______________________________
Brenda L. Martinez, City Clerk

# CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made by and between the City of Black Diamond, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF BLACK DIAMOND, WASHINGTON **(**hereinafter the **"CITY")**
24301 Roberts Drive
Black Diamond, WA 98010
Contact: Mayor Carol Benson Phone: 360-851-4500 Fax: 360-851-4501

and ______Olympic Environmental Resources__ a corporation organized under the laws of the State of Washington, doing business at:

_____4715 SW Walker St, Seattle, WA 98116_ **(**hereinafter the **"CONSULTANT")**

Contact: _Paul Devine____ Phone: 206-938-8262__Fax: NA______

for professional services in connection with the following Project:

Black Diamond Recycling Events

**TERMS AND CONDITIONS**

**1. Services by Consultant**.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

**2. Schedule of Work.**

A. Consultant shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibits A and B. If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

**3. Terms.** This Agreement shall commence on January 1, 2025, ("Commencement Date") and shall terminate on December 31, 2026 unless extended or terminated in writing as provided herein.

**4. Compensation.**

X LUMP SUM. Compensation for these services shall be a Lump Sum of **$51,000.00.**

☐ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed $______________ without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.

☐ TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "__________."

☐ OTHER. ____________________________________________________________

**5. Payment.**

A. Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

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

E. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

**6. Discrimination and Compliance with Laws**

A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

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

C. Consultant shall obtain a City of Black Diamond business license prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

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

**8. Suspension and Termination of Agreement**

A. <u>Termination without cause.</u> This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. <u>Termination with cause.</u> The Agreement may be terminated upon the default of the Consultant.

C. <u>Rights Upon Termination.</u>

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be

deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

**9. Standard of Care**. Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

**10. Ownership of Work Product**.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

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

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

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

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

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

**13. Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

a. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant’s Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers’ Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer’s Liability Insurance.

4. Professional Liability insurance appropriate to the Consultant’s profession.

b. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

4. Employer's Liability insurance each accident $1,000,000; Employer's Liability Disease each employee $1,000,000; and Employer's Liability Disease – Policy Limit $1,000,000.

c. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

d. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

e. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

**14. Assigning or Subcontracting.** Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

**15**. **Notice.** Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Carol Benson
Mayor
24301 Roberts Drive
Black Diamond, WA 98010

Phone: 360-886-5700
Fax: ___________

NAME OF CONSULTANT: Olympic Environmental Resources
Attn: Paul M Devine
4715 SW Walker St
Seattle, WA 98116
Phone: 206-938-8262
Fax: NA__________

**16. Resolution of Disputes and Governing Law.**

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

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, any resulting litigation shall be filed in King County Superior Court, King County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

**17. General Provisions.**

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

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

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

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

**AGREED TO AND ACKNOWLEDGED BY:**

CITY OF BLACK DIAMOND, WASHINGTON

By: ______________________________
Carol Benson
Mayor

Date: ___________________

Attest:

By: ______________________________
Brenda L. Martinez
City Clerk

APPROVED AS TO FORM:

By: ______________________________
David Linehan
City Attorney

CONSULTANT: Olympic Environmental Resources

By: ____________________________

Name: Paul M Devine

Title: General Manager____________

Date: __________________________

Revised 2/26/15

# CITY COUNCIL AGENDA BILL

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

## ITEM INFORMATION

| **SUBJECT:** | **Agenda Date: January 16, 2025** | **AB25-009** |
|---|---|---|
| **Resolution granting stormwater conveyance easement to CCD Black Diamond Partners LLC in exchange for Jones Lake Sewer Lift Station improvements** | Mayor Carol Benson | |
| | City Administrator | |
| | City Attorney David Linehan | |
| | City Clerk – Brenda L. Martinez | |
| | Com Dev – Andy Williamson | |
| | Finance – Xavier Mason | |
| | MDRT/Ec Dev – Andy Williamson | X |
| Cost Impact (see also Fiscal Note): n/a | 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:** Resolution with attached easement

**SUMMARY STATEMENT:**

The City owns property (King County TPN 142106-9013) ("the Property") that CCD Black Diamond Partners LLC ("Oakpointe") desires to use for conveyance of stormwater from future facilities that it plans to construct to serve the Lawson Hills MPD. The City's Jones Lake Sewer Lift Station building and related sanitary sewer conveyance system occasionally experiences flooding due to their low elevation and lack of protection from major storm events. Oakpointe proposes to design and construct, at Oakpointe's sole expense, certain improvements to the Jones Lake Lift Station and related sewer conveyance facilities to prevent future flooding, thereby increasing its utility and functionality for sewer conveyance. The proposed improvements to the Lift Station and related sewer facilities are described in the memo prepared by David Evans & Assocs., attached as Exhibit C to the proposed easement. In exchange for designing and constructing these improvements, Oakpointe requests that the City grant it an easement to construct and maintain stormwater conveyance facilities under, over, across, and through the Property to serve future development in Lawson Hills.

As an interest in land owned by the City, the stormwater easement cannot be granted to Oakpointe without City Council approval.

**FISCAL NOTE**: There is no financial impact from adoption of the subject resolution and granting of the easement. Oakpointe will pay the costs of recording, as well as all design and construction costs for the proposed improvements to the Jones Lake Sewer Lift Station and conveyance system.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 25-1657 granting a stormwater easement to Oakpointe over King County Tax Parcel No. 142106-9013 in exchange for design and construction of improvements to the Jones Lake Sewer Lift Station and related sewer conveyance system, and authorizing the Mayor to sign.**

| RECORD OF COUNCIL ACTION | |
|---|---|
| ***Meeting Date*** | ***Action*** ***Vote*** |
| January 16, 2025 | |
| | |

**RESOLUTION NO. 25-1657**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, GRANTING A STORMWATER CONVEYANCE EASEMENT TO CCD BLACK DIMAOND PARTNERS LLC, IN CONSIDERATION FOR THE CONSTRUCTION OF IMPROVEMENTS TO THE JONES LAKE LIFT STATION**

**Whereas**, the City of Black Diamond owns property located in the City and identified in the records of King County as Parcel No. 142106-9013 (the "Property"); and

**Whereas,** CCD Black Diamond Partners LLC ("Oakpointe") is the master developer of a master planned development known as the Lawson Hills MPD ("Lawson Hills"); and

**Whereas**, Oakpointe desires to use a portion of the Property for conveyance of stormwater from future facilities that will serve Lawson Hills, via high-flow bypass with a discharge point and energy dissipation outfall at Lawson Creek; and

**Whereas**, the City's Jones Lake sanitary sewer conveyance system and Lift Station building occasionally experience flooding due to their elevation and lack of protection from major storm events; and

**Whereas**, Oakpointe is willing and able to construct improvements to the Jones Lake Lift Station and sewer conveyance facilities, at Oakpointe's sole cost and expense, in order to prevent future flooding, in exchange for the City granting an easement over a portion of the Property for the purposes of stormwater conveyance via a high-flow bypass system; and

**Whereas**, the City Council finds it is in the best interests of the City to grant the requested stormwater easement to Oakpointe in exchange for the proposed improvements to the Jones Lake Lift Station and sewer conveyance facilities;

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

**Section 1.** The City Council of Black Diamond, Washington, hereby grants to CCD Black Diamond Partners LLC, and authorizes the Mayor to execute, an easement over, under, across, and through the Property for the purposes, and substantially on the terms and conditions, specified in Attachment A hereto.

**Section 2.** The City grants the aforementioned stormwater easement in exchange for Oakpointe's commitment to construct and perform, at its sole cost, the improvements and work to the Jones Lake Lift Station and sewer conveyance facilities specified in Attachment A hereto.

**Section 3.** All work contemplated in this Resolution, including all improvements constructed in connection with the Jones Lake Lift Station and sewer conveyance facilities, and all activities and improvements undertaken by Oakpointe in the exercise of its rights under the aforementioned stormwater easement, shall require Oakpointe to apply for and obtain all necessary permits under the Black Diamond Municipal Code.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF JANUARY, 2025.**

CITY OF BLACK DIAMOND:

________________________________
Carol Benson, Mayor

Attest:

________________________________
Brenda L. Martinez, City Clerk

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**<u>WHEN RECORDED RETURN TO:</u>**
City of Black Diamond
Attn: City Clerk
P.O. Box 599
Black Diamond, WA 98010

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**STORMWATER EASEMENT**

| | |
|---|---|
| **Grantor(s):** | **City of Black Diamond, Washington** |
| **Grantee:** | **CCD Black Diamond Partners LLC** |
| **Abbreviated Legal Description:** | **A PTN NE SE Sec 14, T 21 N, R 6 E, W.M.** |
| **Assessor's Tax Parcel No(s):** | **1421069013** |

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The City of Black Diamond ("Grantor" or "City") is the owner of real property located in the City and commonly known as a portion of King County Parcel No. 1421069013 and more particularly described in the legal description attached hereto as **Exhibit "A"** ("Property").

CCD Black Diamond Partners LLC, a Delaware limited liability company ("Grantee") is developing the Lawson Hills Master Planned Development (MPD) as described in the development agreement recorded under King County Recording No. 20120130000640, as amended ("Project").

Grantee desires to use a certain portion of the Property in connection with the conveyance of stormwater for the construction, operation, and maintenance of the Project.

**AGREEMENT**

**1.** **<u>Grant of Easement.</u>** Grantor, for and in consideration of the public good and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by Grantor, hereby conveys to Grantee and its successors and assigns a stormwater easement ("Easement") within, over, across, through, under, and upon the portion of the Property more particularly described in the attached **Exhibit "A"** and depicted in the attached **Exhibit "B"** ("Easement Area").

**2.** **<u>Purpose of Easement.</u>** Grantee and its employees, agents, contractors, and permittees may use the Easement Area, including ingress thereto and egress therefrom, for purposes of stormwater conveyance and a high flow bypass system that will convey stormwater from future facilities serving the Project to discharge at Lawson Creek, including without limitation the construction, operation, inspection, maintenance, replacement, improvement, removal, and use of a storm drain system which may include, but not be limited to manholes, pipes, and other appurtenances.

Grantee shall be entitled to apply for any and all permits necessary for the purposes described herein. Grantee shall be responsible for all work performed under such permit(s), along with any and all fees which may accrue during review of Grantee's permit application and after issuance of such permit(s).

**3.** **<u>Consideration</u>.** As consideration for Grantor's grant of this Easement to Grantee, Grantee will, at its sole cost, perform all necessary work to design and construct improvements to Grantor's Jones Lake Lift Station and sanitary sewer conveyance facilities to reduce the risks of flooding, as described in the David Evans & Associates Memorandum dated October 24, 2024, and attached hereto as **Exhibit "C"**.

**4.** **Restoration.** No improvements will be added by Grantor within the Easement Area after execution of this agreement if such improvements would unreasonably interfere with Grantee's use of the Easement Area for the purposes set forth herein.

If the Easement Area is disturbed or damaged by any of Grantee's activities described in Paragraph 2 (the "Work"), then upon completion of such Work, Grantee shall restore them to a condition that is as good as or better than that which existed prior to the use by Grantee; provided, however, that such restoration shall be consistent with Grantee's project improvements and the purposes described in Paragraph 2.

During Grantee's performance of the Work, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

**5.** **Grantor's Use of Easement Area.** Grantor may use the Property, including the land within the Easement Area, for any purpose not inconsistent with Grantee's use of the Easement Area for the purposes allowed under Paragraph 2. Any other use is subject to written approval by Grantee, which approval may not be unreasonably withheld.

**6.** **Representations and Indemnifications.** Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction. Grantee will defend and indemnify Grantor from and against any and all claims, costs, liabilities, and damages that arise from the exercise of the rights granted in this Easement by Grantee or Grantee's employees, agents, contractors, or permittees. Grantee's obligation to indemnity Grantor under this paragraph shall not apply to the extent that any such claims, costs, liabilities, or damages arise from the negligence of Grantor or Grantor's employees, agents, contractors, or permittees, in which case the liabilities of Grantor and Grantee shall be in proportion to their fault.

**7.** **Binding Effect.** This Easement is appurtenant to and runs with all real property now owned or hereafter acquired by Grantee as part of the Lawson Hills MPD, which includes facilities in the Project area and elsewhere and inures to the benefit of Grantee and its successors and assigns. This Easement is binding upon the Property and Grantor, and Grantor's respective heirs, successors, and assigns.

**8.** **Insurance.** During the term of this Easement, Grantee (including its heirs, successors, and assigns) must maintain commercial general liability insurance with reasonable limits of liability, as approved by the City's Public Works Director, covering Grantee, its agents, contractors and permittees as to the exercise of Grantee's rights under this Easement within the Easement Area. Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result.

**9.** **Legal Proceedings.** Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings to interpret, construe, or enforce any obligations arising out of or related this Easement or the exercise of any rights under this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal and expert fees and fees for any appeals) and court costs. This agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington without reference to its choice-of-law rules, and any related legal proceedings shall be brought exclusively in the courts of King County, Washington.

**10.** **Recording.** Grantee will record this Easement in the real property records of King County, Washington, at Grantee's cost.

Agreed to and acknowledged on this ______ day of ________________________, 20_____.
Day Month Year

Grantor: **City of Black Diamond**

By: ______________________________________________

Its: ______________________________________________

STATE OF WASHINGTON }
} *SS.*
COUNTY OF KING }

I certify that I know or have satisfactory evidence that ____________________________ and ____________________________ (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he is/she is /they are) authorized to execute the instrument and acknowledged it as the ______________________________ and _________________________________ of __________________________________________ to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____________________________________

Signature: __________________________________

Notary Public in and for the State of Washington

Notary (print name): __________________________

Residing at: ________________________________

My appointment expires: ______________________

Agreed to and acknowledged on this ______ day of _________________________, 20_____.
Day Month Year

Grantee: **CCD Black Diamond Partners LLC, a Delaware limited liability company**

By: ______________________________________________

Its: ______________________________________________

STATE OF WASHINGTON }
} *SS.*
COUNTY OF KING }

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, on oath stated that (he is/she is) authorized to execute the instrument and acknowledged it as the _________________________________ of ____________________________________________ to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: ______________________________________

Signature: ___________________________________

Notary Public in and for the State of Washington

Notary (print name): __________________________

Residing at: _________________________________

My appointment expires: ______________________

**Legal Description for**
**Parcel 1421069013**

# EXHIBIT A

OAKPCBDP-6007
August 29, 2022

A parcel of land located in the Northeast Quarter of the Southeast Quarter of Section 14, Township 21 North, Range 6 East, Willamette Meridian, in King County, Washington, more particularly described as follows:

Commencing at the East Quarter corner of said Section 14;
Thence southerly along the east line of said Section 14, South 00°36'18" West, 667.85 feet;
Thence westerly and leaving said east line, North 88°28'55" West, 632.67 feet;
Thence southerly, South 00°41'38" West, 395.75 feet more or less to the True Point of Beginning, said point being 50.00 feet north of the center line of abandoned Pacific Coast railroad as measured at right angles to the center line of said railroad;
Thence continuing southerly, South 00°41'38" West, 25.61 feet more or less to a line parallel with and 25.00 feet northerly of said center line of abandoned Pacific Coast railroad;
Thence northwesterly along said parallel line, North 76°45'12" West, 704.24 feet more or less to the easterly margin of State Route 169 (State Highway No. 5);
Thence northwesterly along said margin, North 28°57'15" West, 33.75 feet more or less to a line parallel with and 50.00 feet northerly of said center line of abandoned Pacific Coast railroad;
Thence southeasterly, leaving said easterly margin and along said parallel line, South 76°45'12" East, 721.34 feet more or less to the True Point of Beginning.

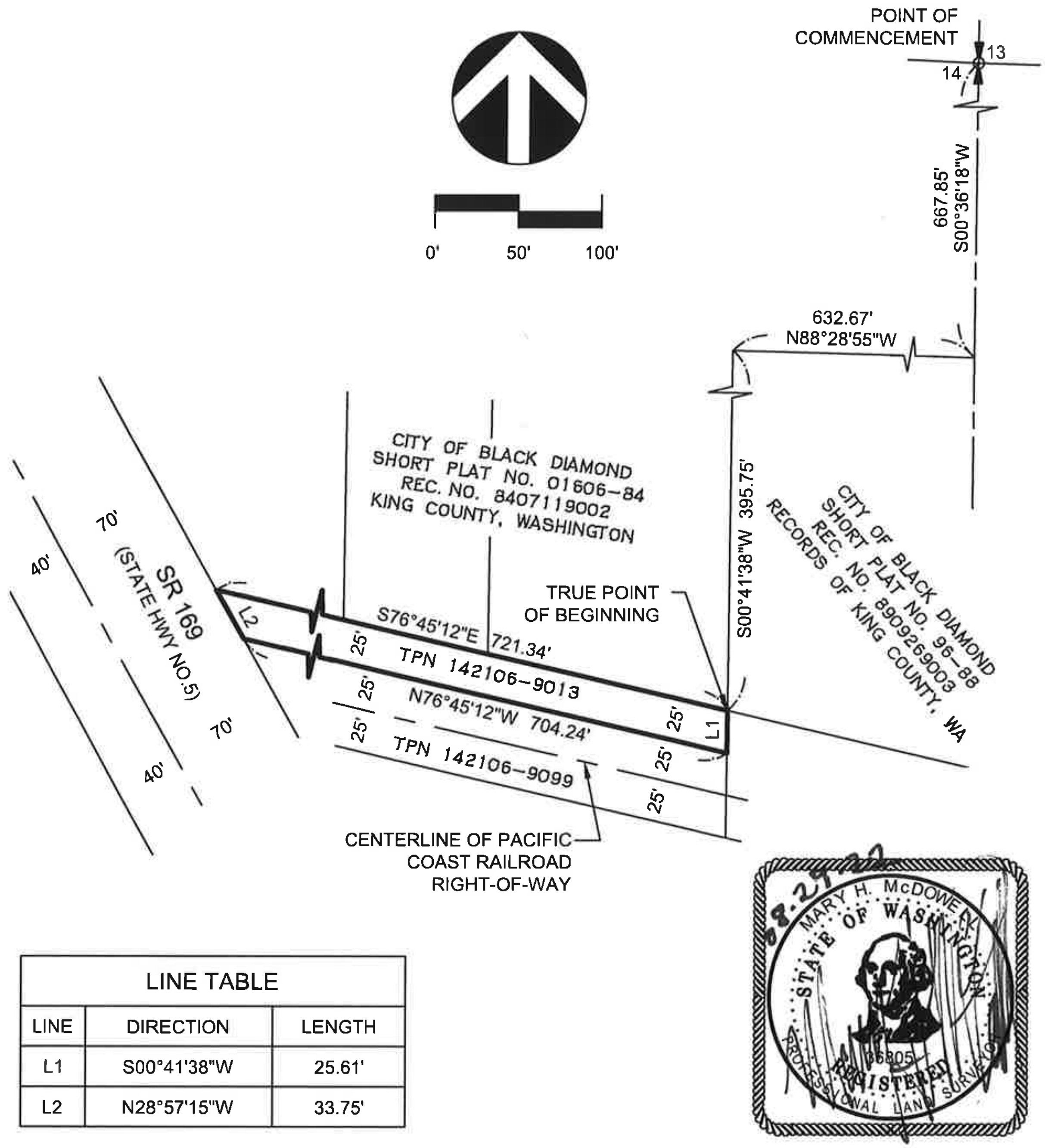
Situate in the City of Black Diamond, King County, Washington.



20300 Woodinville Snohomish Rd NE
Suite A | Woodinville, WA 98072
p: 425.415.2000
f: 425.486.5059
www.deainc.com

EXHIBIT B
PARCEL 1421069013

JOB # OAKPCBDP6007
AUGUST 29, 2022




| LINE TABLE | | |
|---|---|---|
| LINE | DIRECTION | LENGTH |
| L1 | S00°41'38"W | 25.61' |
| L2 | N28°57'15"W | 33.75' |

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL

DAVID EVANS AND ASSOCIATES INC.

20300 Woodinville Snohomish Rd NE
Suite A | Woodinville, WA 98072
p: 425.415.2000
f: 425.486.5059
www.deainc.com

# EXHIBIT C

DAVID EVANS AND ASSOCIATES INC.

MEMORANDUM

**DATE:** October 24, 2024

**TO:** **Andy Williamson – MDRT Director**

**FROM:** **Beau Willert, P.E. – David Evans and Associates, Inc.**

**SUBJECT:** Jones Lake Lift Station and Conveyance Maintenance Work Plan

**CC:** Justin Wortman – Oakpointe

Dear Mr. Williamson,

This memorandum is provided to propose work plan and maintenance activities related to the potential flooding problems for the existing Jones Lake Lift Station and Conveyance system.

Upon reviewing City of Black Diamond Jones Lake sewer conveyance as-built drawings (attached for reference), it was discovered that potentially five existing sanitary sewer manholes may become inundated with floodwaters (approx. flood elevation of 547[1]) from the Jones Lake and Rock Creek basin.

Based on this research the following work plan is provided to remedy potential flooding of the existing sewer conveyance system:

1. Locate the following Jones Lake existing sanitary sewer manholes (SSMHs):
    a. Jones Lake Road SSMH 87; Rim = ~547
    b. Jones Lake Road SSMH 88; Rim = ~543
    c. Jones Lake Road SSMH 89; Rim = ~546
    d. Morgan St. Perpendicular Run SSMH 6; Rim = ~546
    e. Morgan St. Perpendicular Run SSMH 7; Rim = ~546
    f. Morgan St. Perpendicular Run SSMH 86; Rim = ~545
2. Based on the approximate anticipated flood water elevation (~547) we propose to increase the RIM elevations for each of the identified SSMHs (above) between 1 and 5-ft depending on the specific SSMH location and RIM described above (minimum proposed RIM elevation = 547.5).
    a. Note that some (potentially all) of the SSMH lids are in areas requiring access notification to private property owners, notification shall be provided by the City of Black Diamond prior to any access.

In addition to the sewer conveyance work plan, it has been verified that the Jones Lake Lift Station facility/building floods. The Lift Station as-built drawings show that the existing finish floor for the facility is 544.6. Access and maintenance rights between the City of Black Diamond and King County Metro prohibit access within the facility structure. Therefore, the following options either on a

[1] All elevations in this memo are referenced to the NAVD 88 vertical datum. Elevations from the City of Black Diamond as-built drawings have been converted from NGVD 29 to NAVD 88.

20300 Woodinville Snohomish Road NE Suite A Woodinville Washington 98072 Telephone: 425.425.2000 Facsimile: 425.486.5059

temporary or permanent basis for the facility will be provided to alleviate any potential flooding within the structure and potentially the wet well of the Lift Station:

1. Temporary Basis: Additional sandbags and maintenance of existing sandbags around the entrance to the modular building.
2. Permanent Basis: Implementation of a berm around the perimeter of the site and raising the existing roadway above the flood elevation. The core of the berm consists of three-foot-tall Super Sacks encased in an impervious liner up to the flood elevation (~547). The core will be covered by a minimum of half a foot of either compacted soil or Flex MSE Bags depending on site constraints.

# CITY COUNCIL AGENDA BILL

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

| **ITEM INFORMATION** | | |
|---|---|---|
| **SUBJECT:** Resolution authorizing purchase of two (2) Bose speakers with accessories and one (1) Champion Inverter generator 7000W with cover and extension cables | **Agenda Date: January 16, 2025 AB25-010** | |
| | Mayor Carol Benson | |
| | City Administrator | |
| | City Attorney David Linehan | |
| | City Clerk – Brenda L. Martinez | X |
| | Com Dev –Andy Williamson | |
| | Finance – Xavier Mason | |
| | MDRT/Ec Dev – Andy Williamson | |
| Cost Impact (see also Fiscal Note): $4,500 | Police – Chief Kiblinger | |
| Fund Source: General Fund | Public Works – Scott Hanis | |
| Timeline: | Court – Judge Swain/Tawnya Parks | |

**Agenda Placement:** ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator

**Attachments: Proposed Resolution and Email**

SUMMARY STATEMENT:

The City of Black Diamond has a unique opportunity to acquire necessary equipment for upcoming events. Staff is requesting the City Council approve the purchase of two (2) Bose speakers with accessories to be used at offsite events. In the past the City has either had to borrow or rent this equipment.

The other item is a Champion Inverter generator 7000W with cover and extension cables. This generator will serve as a backup to support City Hall infrastructure in the event the primary generator fails. As you may recall during the recent "bomb cyclone" the primary generator owned by our landlord failed and we had to borrow a 7000W generator to run City Hall infrastructure.

These equipment purchases are exempt from competitive solicitation due to special market conditions as allowed under RCW 39.26.125(4). This is mainly due to the opportunity to purchase high-quality used equipment from a trusted source at prices that are far below prices for comparable new equipment of similar quality.

Additionally, the purchase prices for the speaker equipment ($3,200) and the generator ($1,300) are both below the $7,500 threshold for competitive bidding, as provided by BDMC 2.90.010A.

Staff is recommending the purchase of this equipment and believes the prices for the equipment to be reasonable.

FISCAL NOTE (Finance Department): There is funding available for these items within the General Fund.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION adopting Resolution No. 25-1658, authorizing the purchase of two (2) Bose speakers with accessories for $3,200 and one (1) Champion Inverter generator 7000W with cover and extension cables for $1,300.**

## RECORD OF COUNCIL ACTION

| ***Meeting Date*** | ***Action*** | ***Vote*** |
|---|---|---|
| January 16, 2025 | | |
| | | |

**RESOLUTION NO. 25-1658**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON REGARDING PURCHASE OF TWO (2) BOSE SPEAKERS WITH ACCESSORIES AND ONE (1) CHAMPION INVERTER GENERATOR 7000W WITH COVER AND EXTENSION CABLES**

**WHEREAS,** the City has the opportunity to acquire necessary equipment for upcoming events; and

**WHEREAS,** the speaker equipment (two Bose L1 Model 2 Line Array speakers, B2 subwoofers, speaker cases, ToneMatch mixer, and related cables and accessories) will be utilized at offsite events hosted by the City, and the generator (700W Champion inverter generator with cover and 30-amp extension cables) will serve as a backup to support City Hall infrastructure in the event the primary generator fails; and

**WHEREAS,** under RCW 39.26.125(4), these equipment purchases are exempt from competitive solicitation due to special market conditions—namely, the opportunity to purchase high-quality used equipment from a trusted source at prices that are far below prices for comparable new equipment of similar quality; and

**WHEREAS,** the purchase prices of the speaker equipment ($3,200) and the generator ($1,300) are both below the $7,500 threshold for competitive bidding, as provided in BDMC 2.90.010.A; and

**WHEREAS,** the City has determined that the prices for the speaker equipment and generator are reasonable;

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

**Section 1.** Based on the recitals above, the City Council hereby authorizes the purchase of two (2) Bose L1 Model 2 Line Array Speakers (serial #s 057411Z52590330AE, 042823Z12310025AC) with B2 Subs, Bose Cases, ToneMatch Mixer, Cables, and Accessories in the amount of $3,200.

**Section 2.** Based on the recitals above, the City Council hereby authorizes the purchase of one (1) Champion Inverter Generator 7000w with Cover and 30-amp extension cables (serial # 20SEP0500457) in the amount of $1,300.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF JANUARY 2025.**

CITY OF BLACK DIAMOND:

__________________________________
Carol Benson, Mayor

Attest:

______________________________
Brenda L. Martinez, City Clerk

| | |
|---|---|
| **From:** | Rob Reed |
| **To:** | Brenda Martinez |
| **Subject:** | Parts buy list |
| **Date:** | Wednesday, November 27, 2024 2:55:58 PM |

Here is the info for the items to buy. Cheaper then eBay prices.

2x Bose L1 Model 2 Line array speakers with B2 subs, Bose cases, ToneMatch mixer, Longer cables, and Accessories. $3200

Serial: 057411Z52590330AE

Serial: 042823Z12310025AC

1x Champion Inverter Generator 7000w with Cover, 30 amp Extension cables, and 5 gallons gas. $1300

Serial: 20SEP0500457

**Rob Reed** | IT Manager
City of Black Diamond

Desk: 360-851-4508
Cell: 253-258-1844
24301 Roberts Drive
Suite B
Black Diamond, WA 98010

# CITY COUNCIL AGENDA BILL

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

## ITEM INFORMATION

| | | |
|---|---|---|
| **SUBJECT:**<br><br>Ordinance increasing Petty Cash Funds | **Agenda Date: January 16, 2025 AB25-011** | |
| | Mayor Carol Benson | |
| | City Administrator | |
| | City Attorney David Linehan | |
| | City Clerk – Brenda L. Martinez | |
| | Com Dev – Andy Williamson | |
| | Finance – Xavier Mason | X |
| | MDRT/Ec Dev – Andy Williamson | |
| Cost Impact (see also Fiscal Note): N/A | Police – Chief Kiblinger | |
| Fund Source: General Fund | Public Works – Scott Hanis | |
| Timeline: January 17, 2025 | Court – Judge Swain/Tawnya Parks | |
| | | |

**Agenda Placement:** ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator

**Attachments:**

SUMMARY STATEMENT:

The Finance Department is requesting to increase the City's petty cash fund accounts to reflect the current volume of cash transactional activity that each department has. The requested amount of $1,250 is an increase of $300.

FISCAL NOTE (Finance Department): N/A

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to approve Ordinance No. 25-1218 amending Chapter 3.24 of the Black Diamond Municipal Code regarding the Petty Cash and Change Accounts, providing for severability, and establishing an effective date.**

## RECORD OF COUNCIL ACTION

| ***Meeting Date*** | ***Action*** | ***Vote*** |
|---|---|---|
| January 16, 2025 | | |
| | | |

**Ordinance No. 25-1218**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AMENDING CHAPTER 3.24 OF THE BLACK DIAMOND MUNICIPAL CODE REGARDING THE PETTY CASH AND CHANGE ACCOUNTS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS,** the finance director is authorized under the BDMC 3.24.010 to establish a general petty cash fund and change account; and

**WHEREAS,** the amounts kept in this fund need to be updated from time to time to reflect the economic and budget situation of the City; and

**WHEREAS,** the current petty cash/change accounts need to be changed to increase the Municipal Court change fund amount from $100 to $300;

**WHEREAS,** the current petty cash/change accounts need to be changed to increase the Community Development change fund amount from $150 to $250;

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

**Section 1. Amendment.** Chapter 3.24 of the Black Diamond Municipal Code is hereby amended to read as follows:

**3.24.010 Petty cash and change account established.**

A. the finance director or designee is authorized to establish a General Fund petty cash and change account as follows:

| Change Accounts | Petty Cash |
|---|---|
| 1. Finance/Utilities | $300 |
| 2. Municipal Court | $300~~100~~ |
| 3. Police Department | $200 |
| 4. Finance Department | $200 |
| 5. Community Development | $250~~150~~ |

B. The petty cash and change account total of ~~nine hundred and fifty dollars~~ one thousand and two hundred and fifty dollars shall be administered and allocated by the finance director, Or designees, in accordance with the rules or policies Providing for such lawful administration.

**Section 2. Severability.** Should any section, paragraph, sentence, clause, or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be 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. A summary of this Ordinance may be published in lieu of publishing the Ordinance in its entirety.

**PASSED BY A MAJORITY OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND AT A REGULAR MEETING THEREOF ON THE 16TH DAY OF JANUARY, 2025.**

____________________________________
Mayor Carol Benson

Attest:

_______________________________
Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

_______________________________
David Linehan, City Attorney

Published:
Posted:
Effective Date:

# Placeholder

# Item #12 – Proposed Ordinance Regarding BESS

**Materials forthcoming on or before 5 p.m. on Monday, January 13, 2025.**

# CITY COUNCIL
# AGENDA BILL

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

## ITEM INFORMATION

| | | |
|---|---|---|
| **SUBJECT:**<br><br>Discussion regarding fire services for the City of Black Diamond | **Agenda Date: January 16, 2025 AB25-015** | |
| | Mayor Carol Benson | |
| | City Administrator | |
| | City Attorney David Linehan | |
| | City Clerk – Brenda L. Martinez | |
| | Com Dev –Andy Williamson | |
| | 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 | |
| | Councilmember Jones and Page | X |

**Agenda Placement:** ☐ Mayor ☒ Two Councilmembers ☐ Committee Chair ☐ City Administrator

**Attachments:**

SUMMARY STATEMENT:

Councilmember Jones and Page have requested placement of this item on the agenda.

FISCAL NOTE (Finance Department): N/A

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **Discussion item.**

## RECORD OF COUNCIL ACTION

| ***Meeting Date*** | ***Action*** | ***Vote*** |
|---|---|---|
| January 16, 2025 | | |
| | | |

# CITY COUNCIL AGENDA BILL

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

## ITEM INFORMATION

| | | | |
|---|---|---|---|
| **SUBJECT:**<br>**Resolution Authorizing the Mayor to execute a grant agreement with Washington State Department of Commerce to fund the renovation of Black Diamond Fire Station #99 to be utilized as a First Responder Museum.** | **Agenda Date: January 16, 2025** | | **AB25-013** |
| | | Mayor Carol Benson | |
| | | City Administrator | |
| | | City Attorney David Linehan | |
| | | City Clerk – Brenda L. Martinez | |
| | | Com Dev – Andy Williamson | |
| | | Finance – Xavier Mason | |
| | | MDRT/Ec Dev – Andy Williamson | X |
| Cost Impact (see also Fiscal Note): $304,580.00 | | Police – Chief Kiblinger | |
| Fund Source: WA St Dept of Commerce | | Public Works – Scott Hanis | |
| Timeline: 2024-2025 (end date: 12/31/2025) | | Court – Judge Swain/Tawnya Parks | |
| | | | |

**Agenda Placement:**
☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator

**Attachments: Resolution; Grant Agreement**

SUMMARY STATEMENT:

The grant agreement from Washington State Department of Commerce includes funds to support the City's requirement to renovate the Black Diamond Fire Station #99.

FISCAL NOTE (Finance Department): City of Black Diamond will pay all costs involved in carrying out the terms of the agreement prior to seeking reimbursement. City of Black Diamond will maintain records in a manner which will provide an audit trail to all expenditures reported to Washington Department of Commerce. This project was also budgeted in the 2025 capital budget.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 25-1659 authorizing the Mayor to execute a grant agreement with Washington State Department of Commerce to fund the construction required to renovate the Black Diamond Fire Station #99.**

## RECORD OF COUNCIL ACTION

| ***Meeting Date*** | ***Action*** | ***Vote*** |
|---|---|---|
| January 16, 2025 | | |
| | | |

**RESOLUTION NO. 25-1659**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH WASHINGTON STATE DEPARTMENT OF COMMERCE TO FUND REQUIREMENTS TO RENOVATE THE BLACK DIAMOND FIRE STATION #99**

**WHEREAS,** the City owns and maintains the Black Diamond Fire Station #99; and

**WHEREAS**, the Black Diamond Historical Society will use the fire station for a first responder museum; and

**WHEREAS**, the first responder museum will be maintained by the Black Diamond Historical Society through a lease agreement once upon completion of the renovations; and

**WHEREAS**, the Washington State Department of Commerce has offered a grant to support adherence to the guidelines;

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

**Section 1.** The City Council hereby accepts grant funding from the Washington State Department of Commerce in the amount of $304,580.00 to fund construction phases one and two of three phases for the fire station renovations.

**Section 2.** The Mayor is hereby authorized to execute a grant agreement with the Washington State Department of Commerce to fund the renovation of the City of Black Diamond's Fire Station #99; substantially in the form attached hereto.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF JANUARY 2025.**

CITY OF BLACK DIAMOND:

______________________________

Carol Benson, Mayor

Attest:

______________________________

Brenda L. Martinez, City Clerk

**Grant to**

City of Black Diamond

through

The Local Community Projects Program

**For**

Fire Station Restoration

## Table of Contents

FACE SHEET ........ 4
SPECIAL TERMS AND CONDITIONS ........ 5
1. GRANT MANAGEMENT ........ 5
2. COMPENSATION ........ 5
3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES ........ 5
4. STATE PUBLIC WORKS ........ 6
5. SITE CONTROL ........ 6
6. DOCUMENTATION AND SECURITY ........ 6
7. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES ........ 7
8. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT ........ 7
9. BILLING PROCEDURES AND PAYMENT ........ 8
10. CLOSEOUT CERTIFICATION ........ 9
11. INSURANCE ........ 9
12. ORDER OF PRECEDENCE ........ 11
13. REDUCTION IN FUNDS ........ 11
14. REAPPROPRIATION ........ 12
15. OWNERSHIP OF PROJECT/CAPITAL FACILITIES ........ 12
16. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY ........ 12
17. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE ........ 12
18. MODIFICATION TO THE PROJECT BUDGET ........ 13
19. SIGNAGE, MARKERS AND PUBLICATIONS ........ 13
20. HISTORICAL AND CULTURAL ARTIFACTS ........ 14
21. TERMINATION FOR FRAUD OR MISREPRESENTATION ........ 14
22. FRAUD AND OTHER LOSS REPORTING ........ 15
23. PUBLIC RECORDS ACT ........ 15
24. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK ........ 15
25. TREATMENT OF ASSETS ........ 15
GENERAL TERMS AND CONDITIONS ........ 16
1. DEFINITIONS ........ 16
2. ACCESS TO DATA ........ 16
3. ADVANCE PAYMENTS PROHIBITED ........ 16

4. ALL WRITINGS CONTAINED HEREIN ..... 16
5. ALLOWABLE COSTS ..... 16
6. AMENDMENTS ..... 17
7. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE “ADA” 28 CFR PART 35 ..... 17
8. ASSIGNMENT ..... 17
9. ATTORNEYS’ FEES ..... 17
10. AUDIT ..... 17
11. BREACHES OF OTHER STATE CONTRACTS ..... 18
12. CODE REQUIREMENTS ..... 18
13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION ..... 18
14. CONFORMANCE ..... 19
15. CONFLICT OF INTEREST ..... 19
16. COPYRIGHT PROVISIONS ..... 19
17. DISALLOWED COSTS ..... 20
18. DISPUTES ..... 20
19. DUPLICATE PAYMENT ..... 20
20. GOVERNING LAW AND VENUE ..... 21
21. INDEMNIFICATION ..... 21
22. INDEPENDENT CAPACITY OF THE GRANTEE ..... 21
23. INDUSTRIAL INSURANCE COVERAGE ..... 21
24. LAWS ..... 21
25. LICENSING, ACCREDITATION, AND REGISTRATION ..... 22
26. LIMITATION OF AUTHORITY ..... 22
27. LOCAL PUBLIC TRANSPORTATION COORDINATION ..... 22
28. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS ..... 22
29. PAY EQUITY ..... 22
30. POLITICAL ACTIVITIES ..... 23
31. PREVAILING WAGE LAW ..... 23
32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION ..... 23
33. PUBLICITY ..... 23
34. RECAPTURE ..... 24
35. RECORDS MAINTENANCE ..... 24
36. REGISTRATION WITH DEPARTMENT OF REVENUE AND SECRETARY OF STATE ..... 24
37. RIGHT OF INSPECTION ..... 24
38. SAVINGS ..... 24

39. SEVERABILITY ..... 25
40. SITE SECURITY ..... 25
41. SUBGRANTING/SUBCONTRACTING ..... 25
42. SURVIVAL ..... 25
43. TAXES ..... 25
44. TERMINATION FOR CAUSE ..... 26
45. TERMINATION FOR CONVENIENCE ..... 26
46. TERMINATION PROCEDURES ..... 26
47. TREATMENT OF ASSETS ..... 27
48. WAIVER ..... 27
ATTACHMENT A - SCOPE OF WORK ..... 28
ATTACHMENT B - PROJECT BUDGET ..... 29
ATTACHMENT C - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT ..... 30
ATTACHMENT D - CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES ..... 31
ATTACHMENT E - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS ..... 32

# FACE SHEET

Grant Agreement Number: 25-96647-060
Project Name: Fire Station Restoration

**Washington State Department of Commerce**
**Local Government Division**
**Local Community Projects**

| | | | |
|---|---|---|---|
| **1. GRANTEE**<br>City of Black Diamond<br>PO Box 599<br>Black Diamond, WA 98010-0599 | | **2. GRANTEE Doing Business As (optional)**<br>N/A | |
| **3. GRANTEE Representative**<br>Tracey Redd<br>MDRT Senior Accountant<br>(360) 451-4540<br>tredd@blackdiamondwa.gov | | **4. COMMERCE Representative**<br>Chelsea Bagwell<br>Program Manager<br>(360) 485-3890<br>chelsea.bagwell@commerce.wa.gov | P.O. Box 42525<br>1011 Plum Street SE<br>Olympia, WA 98504-2525 |
| **5. Grant Amount**<br>$304,580.00 | **6. Funding Source**<br>**Federal:** ☐ **State:** ☒<br>**Other:** ☐ **N/A:** ☐ | **7. Start Date**<br>Upon Final Signature | **8. End Date**<br>June 30, 2025, if funds are not reappropriated; June 30, 2027, contingent on reappropriation. |
| **9. Federal Funds (as applicable)**<br>N/A | | **Federal Agency**<br>N/A | **CFDA Number**<br>N/A |
| **10. Tax ID #**<br>91-6016204 | **11. SWV #**<br>SWV0019081-00 | **12. UBI #**<br>601-140-632 | **13. UEI #**<br>N/A |

**14. Grant Purpose**
The purpose of this performance-based Grant Agreement is to provide funding for Phases 1 and 2 of the restoration of the original 1943 Black Diamond Fire Station to be used as a museum as described in Attachment A – Scope of Work.

COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant Agreement are governed by this Grant Agreement and the following other documents incorporated by reference: Grant Agreement Terms and Conditions including Attachment A – Scope of Work, Attachment B – Budget, Attachment C – Certification of Availability of Funds to Complete the Project, Attachment D – Certification of the Payment and Reporting of Prevailing Wages, and Attachment E – Certification of Intent to Enter LEED Process, application as submitted for grant funding, applicable Local Community Projects Program Notice of Funding Availability, and applicable Local Community Projects Program Guidelines (as they may be revised from time to time).

| **FOR GRANTEE** | **FOR COMMERCE** |
|---|---|
| DocuSigned by:<br>Carol Benson<br>F1D3CF834A2748C...<br>Carol Benson, Mayor | DocuSigned by:<br>Mark Barkley<br>80312B04865C458...<br>Mark K. Barkley, Assistant Director<br>Local Government Division |
| 12/12/2024 \| 8:34 AM PST<br>Date | 12/17/2024 \| 8:57 AM PST<br>Date |
| | **TEMPLATE APPROVED AS TO FORM**<br>Lisa Koperski, Assistant Attorney General, on 7/22/2024 |

# SPECIAL TERMS AND CONDITIONS
## GENERAL GRANT
## STATE FUNDS

THIS GRANT AGREEMENT, entered into by and between the Grantee, a Local Government, and WASHINGTON STATE DEPARTMENT OF COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050(5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2024, Chapter 375, Section 1011, made an appropriation to support the 2024 Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction and equipment, or rehabilitation activities of the Project.

GRANTEE and COMMERCE are individually a “party” and, collectively, the “parties.”

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

1. **GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant Agreement.

2. **COMPENSATION**

COMMERCE shall pay an amount not to exceed $304,580.00 for the capital costs necessary for or incidental to the performance of work as set forth in Attachment A (Scope of Work).

3. **CERTIFICATION OF FUNDS PERFORMANCE MEASURES**

**A.** The release of state funds under this Grant Agreement is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT). Such non-state sources may consist of a combination of any of the following:

- **i.** Eligible Project expenditures prior to the execution of this Grant Agreement.
- **ii.** Cash dedicated to the Project.
- **iii.** Funds available through a letter of credit or other binding loan commitment(s).
- **iv.** Pledges from foundations or corporations.
- **v.** Pledges from individual donors.
- **vi.** The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will

not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.

**vii.** In-kind contributions, subject to COMMERCE'S approval.

**B.** The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources and shall make such records available for COMMERCE's review upon reasonable request.

## 4. STATE PUBLIC WORKS

For work done at the cost of the State, GRANTEE must comply with public works statutes RCW 39.04 and RCW 39.10, apprenticeship requirements, and the State and local building codes, as applicable. If GRANTEE has questions about compliance, GRANTEE will need to visit the Washington State Department of Labor & Industries Public Works Projects website for more information.

## 5. SITE CONTROL

GRANTEES who receive grants for construction, purchase or renovation of facilities must provide written evidence of and maintain site control, either through outright ownership of the subject property or a long-term lease, for a minimum of 10 years after the later of: (1) final grant payment; or (2) the date when the facility is made usable to the public for the purpose intended by the Washington State Legislature, including GRANTEE having secured all required licenses, certifications, and/or permits. GRANTEES must provide written evidence of continuing site control as may be requested by COMMERCE.

## 6. DOCUMENTATION AND SECURITY

The provisions of this Section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over $250,000 in State funds. The provisions may also apply to Tribes, depending on the location of the Project. Additionally, COMMERCE reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this Section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for pre-design or design only are exempt from this Section.

**A.** Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the Deed of Trust). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within 90 calendar days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.

**B.** Term of Deed of Trust; Commitment Period. The Deed of Trust shall remain in full force and effect for a minimum period of 10 years following the later of: (1) final payment of state funds to the GRANTEE under this Grant Agreement; or (2) the date when:

**i.** the facility improved or acquired with grant funds; or
**ii.** a distinct phase of the Project

is made useable to the public for the purpose intended by the Washington State Legislature (the Commitment Period). Upon satisfaction of the Commitment Period term requirement and all other Grant Agreement terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.

**C.** Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.

**D.** Covenant. If the Project will be partially funded by a loan and the term of said loan is less than the Commitment Period as defined in Special Terms and Conditions Section 6(B), COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this Grant Agreement for at least the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).

**E.** Subordination. COMMERCE may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within 30 calendar days of receiving the request.

**F.** Deed of Trust on Leased Property. COMMERCE may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, if the Project is on leased property

## 7. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement under this Grant Agreement as follows:

**A.** GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or a current property tax statement.
**B.** GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

## 8. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

Payments to the GRANTEE shall be made on a reimbursement basis only. The GRANTEE may be reimbursed, at the rate set forth elsewhere in this Grant Agreement, for work associated with the Project expenditures Unless authorized by the Washington State Legislature, only those Project costs incurred after the date of execution, may be reimbursed. Reimbursable cost are determined by the Scope of Work, Attachment A. Generally costs within the following cost categories are considered capital expenditures:

**A.** Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
**B.** Design, engineering, architectural, and planning;
**C.** Construction management and observation (from external sources only);
**D.** Construction costs including, but not limited to, the following:
- **i.** Site preparation and improvements;
- **ii.** Permits and fees;
- **iii.** Labor and materials;
- **iv.** Taxes on Project goods and services;
- **v.** Capitalized equipment;
- **vi.** Information technology infrastructure; and

**vii.** Landscaping.

**E.** Other costs authorized through the legislation.

## 9. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for up to 100% of each invoice for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period. The GRANTEE must submit all Invoice Vouchers and any required documentation electronically. Submissions shall be in accordance with directions provided by COMMERCE. Funds are reimbursement based and cannot be advanced under any circumstance. Disbursements of funds for invoices due and payable within 30 days are not considered advanced payments.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from subgrantees/subcontractors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed at the time the voucher is submitted or within 30 calendar days of Commerce's disbursement of payment. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted or within 30 calendar days thereafter.

The voucher must be certified (i.e., signed) by an official of the GRANTEE with authority to bind the GRANTEE. The voucher shall be submitted to COMMERCE within 60 calendar days following the completion of work or other termination of this Grant Agreement, or within 15 calendar days following the end of the State biennium unless Grant Agreement funds are re-appropriated by the Washington State Legislature in accordance with Special Terms and Conditions Section 18 (Reappropriation).

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another contract or grant agreement, GRANTEE must clearly identify such contracts or grant agreements in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. In the event that the award amount in Special Terms and Conditions Section 2 (Compensation) is expended before construction completion of the Project, as identified in Attachment A (Scope of Work), the GRANTEE agrees to continue providing complete Project Status Report updates to their COMMERCE Representative annually or upon request.

COMMERCE will pay GRANTEE upon receipt and approval of properly completed invoices and supporting documentation, which shall be submitted to the Representative for COMMERCE not more often than monthly. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. Payment shall be considered timely if made by COMMERCE within 30 calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

Notwithstanding the foregoing, COMMERCE may, in its sole discretion, holdback up to the final 10% of grant funds until the Project is complete and the facility has been issued a Certificate of Occupancy from the appropriate local permitting entity, or for projects without occupiable space, when comparable evidence of Project completion is submitted by GRANTEE. The Certificate of Occupancy /evidence of completion should be submitted with GRANTEE's final request for reimbursement.

**10. CLOSEOUT CERTIFICATION**

The GRANTEE shall complete and submit a Closeout Certification Form when:

**A.** All activities identified in the Scope of Work shown on Attachment A are complete and the Project is useable to the public for the purpose intended by the Washington State Legislature, or

**B.** When final payment is made and GRANTEE has certified that the Project will be completed and the public benefit described will be maintained for the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).

Notwithstanding anything in A. or B. above, the right of COMMERCE to recapture funds or seek other remedies for failure to make the Project usable to the public shall survive the closeout or termination of this Grant Agreement.

COMMERCE reserves the right to request additional information related to the Project.

**11. INSURANCE**

**A.** Insurance Requirements for Reimbursable Activities

The GRANTEE must have insurance coverage that is substantially similar to the coverage described in Section 11B below for all periods in which GRANTEE performed work for which it will seek reimbursement. The intent of the required insurance is to protect the State of Washington should there be any Claims, suits, actions, costs, damages or expenses arising from any loss or negligent or intentional act or omission of the GRANTEE or subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant Agreement.

**B.** Additional Insurance Requirements During the Term of the Grant Agreement

**i.** The GRANTEE shall provide proof to COMMERCE of insurance coverage that shall be maintained in full force and effect, as indicated below, and shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section:

**a.** **Commercial General Liability Insurance Policy**. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of or related to this Grant Agreement but in no less than $1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of or related to subgrants/subcontracts (if any). Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B). This insurance must be maintained throughout the term of the Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B).

**b.** **Property Insurance.** The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

1. Loss or damage by fire and such other risks;
2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
3. Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or building on the premises.

This property insurance coverage must be maintained in full force and effect throughout the term of this Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B).

**c. Professional Liability, Errors, and Omissions Insurance.** If GRANTEE will be providing any professional services to be reimbursed under this Grant Agreement, the GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than $1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The State of Washington, the Department of Commerce, its agents, officers, and employees need not be named as additional insureds under this policy. This insurance must be maintained throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B). GRANTEE shall require that any subgrantees/subcontractors providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance at the coverage levels set forth in this subsection.

**d. Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss where:

1. The amount of fidelity coverage secured pursuant to this Grant Agreement shall be $2,000,000 or the highest of planned reimbursement for the Grant Agreement period, whichever is lower. Fidelity insurance secured pursuant to this paragraph shall name the State of Washington, the Department of Commerce, its agents, officers, and employees as beneficiary.

2. Subgrantees/subcontractors that receive $10,000 or more per year in funding through this Grant Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE’s fiscal agent (if any) as beneficiary.

3. Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this Grant Agreement until GRANTEE has submitted a Closeout Certification Form, subject to the following: Fidelity Insurance must be issued on either (a) a “loss sustained” basis; or (b) if issued on a “loss-discovered” basis, provide coverage for at least 6 months following the date of COMMERCE’s receipt of the Closeout Certification Form.

**ii.** The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except as otherwise set forth in this Section, each insurance policy shall name “the State of Washington the Department of Commerce, its agents, officers, and employees” as additional insureds on all policies. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE 30 calendar days’ advance notice of any insurance cancellation or modification.

**iii.** The GRANTEE shall submit to COMMERCE within 15 calendar days of the Grant Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section including, without limitation, the type of insurance coverage under the policy, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided 30 days’ advance written notice of cancellation. During the term of the Grant Agreement, the GRANTEE shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section. Additionally, GRANTEE shall provide copies of insurance instruments or certifications at COMMERCE’s request and until six month after COMMERCE has received a Closeout Certification Form from GRANTEE. Copies of such insurance instruments and certifications will be provided within 15 calendar days of COMMERCE's request unless otherwise agreed to by the parties.

**iv. GRANTEES and Local Governments that Participate in a Self-Insurance Program.**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate Claim liability information reported on the balance sheet. The State of Washington, the Department of Commerce, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Grant Agreement.

**12. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1) Applicable federal and State of Washington statutes and regulations
2) Special Terms and Conditions
3) General Terms and Conditions
4) Attachment A – Scope of Work
5) Attachment B – Project Budget
6) Attachment C – Certification of the Availability of Funds to Complete the Project
7) Attachment D – Certification of the Payment and Reporting of Prevailing Wages
8) Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process
9) Application as submitted by the GRANTEE for funding
10) Notice of Funding Availability
11) Program Guidelines, as revised. GRANTEE acknowledges that the Program Guidelines may be revised by COMMERCE from time to time and agrees that the most recent version of the Guidelines shall be applicable. COMMERCE will post notice on its website https://www.commerce.wa.gov/building-infrastructure/capital-facilities/ drawing attention to the sections of the Guidelines that have been revised.

**13. REDUCTION IN FUNDS**

In the event that funds appropriated for the Project contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, or other funding source, during the Grant Agreement period, the parties understand and agree that COMMERCE may suspend, amend, or terminate the Grant Agreement to abide by the revised funding limitations. The parties understand and agree that GRANTEE shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE and shall meet and renegotiate the Grant Agreement accordingly.

**14. REAPPROPRIATION**

**A.** The parties hereto understand and agree that any State funds not expended by the End Date listed on the Face Sheet will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the State's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.

**B.** In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

**15. OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; **provided, however, that** COMMERCE may be granted a security interest in real property to secure funds awarded under this Grant Agreement. This provision does not extend to Claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

**16. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY**

**A.** The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved using state funds under this Grant Agreement shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for the Commitment Period as defined in Special Terms and Conditions Section 6(B).

**B.** This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this Section; **provided, however, that** any such sale shall be subject to prior review and approval by COMMERCE and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.

**C.** In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

**17. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE**

**A.** The GRANTEE understands and agrees that any and all real property or facilities leased by the GRANTEE that are constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of the Commitment Period as defined in Special Terms and Conditions Section 6(B).

**B.** In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of

Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility  Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

**18. MODIFICATION TO THE PROJECT BUDGET**

**A.** Notwithstanding any other provision of this Grant Agreement, the GRANTEE may, at its discretion, make modifications to line items in Attachment B (Project Budget) that will not increase the line item by more than 15%.

**B.** The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in Attachment B (Project Budget) that would increase the line item by more than 15%. Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this Grant Agreement that would cause one or more budget line items to exceed the 15% threshold increase described above.

**C.** Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this Grant Agreement will retain and make any and all documents related to such budget modifications a part of their respective Grant Agreement file.

**D.** Nothing in this Section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Special Terms and Conditions Section 2 (Compensation) of this Grant Agreement.

**19. SIGNAGE, MARKERS AND PUBLICATIONS**

**A. Taxpayers of Washington State as participant in funding Project**
If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify “The Taxpayers of Washington State” as a participant.

**B. Ensure coordinated Climate Commitment Act branding.**
If Climate Commitment Act funding is involved in this Grant Agreement, then the following provisions apply to GRANTEE and its subgrantees/subcontractors including, without limitation, any and all contractors, subgrantees/subcontractors, service providers, and others who assist GRANTEE in implementing the Project in order to strengthen public awareness of how CCA funding is used and to ensure consistent branding and funding acknowledgments:

- **i.** Funding source acknowledgement. - The GRANTEE must display or circulate in any and all communications including, without limitation, on websites and in announcements, press releases, and publications used for media-related activities, publicity, and public outreach that: “The is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.”
- **ii.** Include the “Climate Commitment Act” logo at climate.wa.gov/brandtoolkit, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit for:
  - a. any Project website or webpage that includes logos from other funding partners; and/or
  - b. any Project media or public information materials that include logos from other funding partners; and/or
  - c. On-site signage, to the extent possible. By way of example only, this means that for consumer-related projects or programs, a decal may be placed on front of installed heat pump or a logo printed on a delivery tag.

**iii.** The GRANTEE is responsible for ensuring that its subgrantees/subcontractors comply with Section 19(B).

## 20. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Grant Agreement, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the Project funded by this Grant Agreement.

In addition to the requirements set forth in this Grant Agreement, GRANTEE shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Grant Agreement.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the State's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subgrants/subcontracts for work or services related to the Project described in Attachment A (Scope of Work).

In addition to the requirements set forth in this Grant Agreement, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records, RCW 27.53 regarding Archaeological Sites and Resources, RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves, and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the GRANTEE finds it necessary to amend the Project described in Attachment A (Scope of Work), the GRANTEE may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

## 21. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant Agreement.

## 22. FRAUD AND OTHER LOSS REPORTING

GRANTEE shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant Agreement immediately or as soon as practicable to the COMMERCE Representative identified on the Face Sheet.

## 23. PUBLIC RECORDS ACT

Notwithstanding General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE is a public agency subject to the Public Records Act, RCW 42.56 (PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Grant Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE may notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

## 24. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK

General Terms and Conditions Section 16 (Copyright Provisions) are not intended to apply to any architectural and engineering design work funded by this Grant Agreement.

## 25. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. General Terms and Conditions Section 47 (Treatment of Assets) is superseded by this provision.

# GENERAL TERMS AND CONDITIONS
## GENERAL GRANT
## STATE FUNDS

1. **DEFINITIONS**

As used throughout this Grant Agreement, the following terms shall have the meaning set forth below:

**A.** “Authorized Representative” shall mean the Director and/or the designee authorized in writing to act on the Director’s behalf.
**B.** “Claim” shall mean any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), and attorneys’ fees and costs.
**C.** “COMMERCE” shall mean the Washington State Department of Commerce.
**D.** “Grant Agreement” shall mean the entire written agreement between COMMERCE and the GRANTEE, including any attachments, exhibits, documents, or materials incorporated by reference, and any amendments executed by the parties.
**E.** "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant Agreement and shall include all employees and agents of the GRANTEE.
**F.** “Personal Information” shall mean information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use, or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
**G.** ”State” shall mean the State of Washington.
**H.** "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant Agreement under a separate subcontract or subgrant with the GRANTEE. The term “subgrantee/subcontractor” refers to any tier.

2. **ACCESS TO DATA**

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant Agreement to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE’s reports, including computer models and the methodology for those models.

3. **ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant Agreement shall be made by COMMERCE.

4. **ALL WRITINGS CONTAINED HEREIN**

This Grant Agreement contains all the terms and conditions agreed upon by the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

5. **ALLOWABLE COSTS**

Costs allowable under this Grant Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Agreement Award or Amendment Face Sheet.

## 6. AMENDMENTS

This Grant Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

## 7. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

## 8. ASSIGNMENT

Neither this Grant Agreement nor any Claim arising under this Grant Agreement, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

## 9. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant Agreement, in the event of litigation or other action brought to enforce Grant Agreement terms, each party agrees to bear its own attorneys' fees and costs.

## 10. AUDIT

### A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services and provide documentation of the audit to COMMERCE based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees/subcontractors also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees/subcontractors.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within 30 calendar days of the date of request.

### B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a qualified certified public accountant.

The GRANTEE shall include the above audit requirements in any and all subgrants or subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE at any time during the Commitment Period as defined in Special Terms and Conditions Section 6(B).

**C. Documentation Requirements**

The GRANTEE must send a copy of the audit report described above no later than 9 months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to comacctoffice@commerce.wa.gov or a hard copy to:

Washington State Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia. WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- **i.** Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE; and
- **ii.** Copy of the Management Letter.

If the GRANTEE is required to obtain a single audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

## 11. BREACHES OF OTHER STATE CONTRACTS

GRANTEE is expected to comply with all other contracts and grant agreements executed between GRANTEE and the State of Washington. A breach of any other contract or grant agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's sole discretion, be deemed a breach of this Grant Agreement.

## 12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

## 13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

**A.** "Confidential Information" as used in this Section includes:

- **i.** All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE; and
- **ii.** All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
- **iii.** All Personal Information in the possession of the GRANTEE that may not be disclosed under state or federal law.

**B.** The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant Agreement and shall not use, share, transfer, sell, or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any related state or federal laws. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

**C.** Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within 5 working days of GRANTEE's discovery of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**14. <u>CONFORMANCE</u>**

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

**15. <u>CONFLICT OF INTEREST</u>**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23, or any similar statute involving the GRANTEE in the procurement of, or performance under, this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. The GRANTEE and all subgrantees/subcontractors (if any) must identify any person employed in any capacity by the State of Washington that worked on this Grant Agreement, or any matter related to the Project funded under this Grant Agreement or any other state funded project, including, but not limited to, formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant Agreement. Any person identified by the GRANTEE and their subgrantees/subcontractors (if any) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a grant.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in Section 18 General Terms and Conditions (Disputes) of this Grant Agreement.

**16. <u>COPYRIGHT PROVISIONS</u>**

Unless otherwise provided, all Materials produced under this Grant Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event that the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, and register as well as the ability to transfer these rights.

For Materials that are delivered under the Grant Agreement, but that incorporate pre-existing materials not produced under the Grant Agreement, the GRANTEE grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant Agreement. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

**17. DISALLOWED COSTS**

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

**18. DISPUTES**

Except as otherwise provided in this Grant Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- **i.** be in writing;
- **ii.** state the disputed issues;
- **iii.** state the relative positions of the parties;
- **iv.** state the GRANTEE's name, address, and Grant Agreement number; and
- **v.** be mailed to the Director and the other party’s (respondent’s) Grant Agreement Representative within 3 working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor’s statement to both the Director or the Director’s designee and the requestor within 5 working days.

The Director or designee shall review the written statements and reply in writing to both parties within 10 working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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

Nothing in this Grant Agreement shall be construed to limit the parties’ choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**19. DUPLICATE PAYMENT**

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other grant, subgrant/subcontract, contract, or agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this Grant Agreement does not duplicate any work to be charged against any other grant, subgrant/subcontract, contract, or agreement.

**20. GOVERNING LAW AND VENUE**

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

**21. INDEMNIFICATION**

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the State of Washington, COMMERCE, agencies of the State, and all officials, agents, employees, and representatives of the State, from and against all Claims for injuries or death arising out of or resulting from the performance of the Grant Agreement.

The GRANTEE'S obligation to indemnify, defend, and hold harmless includes any Claim by any and all of GRANTEE'S agents, employees, representatives, and/or subgrantee(s)/subcontractor(s) (and their agents, employees, and representatives, to the extent that GRANTEE is using any subgrantee/subcontractor for the Project).

The GRANTEE'S obligations shall not include such Claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and/or employees. If the Claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents, and/or employees and (b) the GRANTEE, its subgrantees/subcontractors, agents, and/or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the GRANTEE (and/or its subgrantees/subcontractors) and their agents, officers, representatives, and/or employees.

The GRANTEE waives its immunity under RCW 51 to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officers, agents, and/or employees.

**22. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The GRANTEE and its employees, officers, representatives, and/or agents performing under this Grant Agreement are not employees or agents of the State of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the State of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege, or benefit which would accrue to such officer or employee under law. Conduct and control of the work associated with the Project will be solely with the GRANTEE.

**23. INDUSTRIAL INSURANCE COVERAGE**

The GRANTEE shall comply with all applicable provisions of RCW 51 (Industrial Insurance). If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement and transmit the deducted amount to the Department of Labor and Industries (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

**24. LAWS**

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations, and policies of local and state and federal governments, as now or hereafter amended.

**25. LICENSING, ACCREDITATION, AND REGISTRATION**

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements or standards necessary for the performance of this Grant Agreement.

**26. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to enter, alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

**27. LOCAL PUBLIC TRANSPORTATION COORDINATION**

Where applicable, GRANTEE shall participate in local public transportation forums and implement strategies designed to ensure access to services.

**28. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

**A.** During the performance of this Grant Agreement, the GRANTEE, including any subgrantee/subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies including, but not be limited to, not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subgrantee/subcontractor, has a collective bargaining or other agreement. The funds provided under this Grant Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant Agreement.

**B.** Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subgrantee/subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

**C.** Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subgrantee/subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subgrantee/subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subgrantee/subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subgrantee/subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subgrantee/subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

**29. PAY EQUITY**

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

**A.** Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

**B.** GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

**i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels; and/or

**ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential; and/or

**iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise Services determines that the GRANTEE is not in compliance with this Section.

**30. POLITICAL ACTIVITIES**

Political activity of GRANTEE employees and officers are limited by the Campaign Disclosure and Contribution provisions of RCW 42.17a and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**31. PREVAILING WAGE LAW**

The GRANTEE certifies that all subgrantees/subcontractors performing work on the Project shall comply with State Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this Grant Agreement, including, but not limited to, the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE's review upon request. The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

**32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant Agreement **provided, however, that** reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Project costs.

**33. PUBLICITY**

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the State of Washington or COMMERCE's name is mentioned, or language used from which the connection with the State of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**34. RECAPTURE**

In the event that the GRANTEE fails to perform this Grant Agreement in accordance with state or federal laws, and/or the provisions of this Grant Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance (which may include all funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility) in addition to any other remedies available at law or in equity.

COMMERCE's ability to recapture or seek remedies shall survive any receipt of a Closeout Certification Form or termination of this Grant Agreement.

Repayment by the GRANTEE of funds under this Section shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant Agreement.

**35. RECORDS MAINTENANCE**

The GRANTEE shall maintain books, records, documents, data, and other evidence relating to this Grant Agreement and performance of the services described herein, including, but not limited to, accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant Agreement.

GRANTEE shall retain such records for a period of 6 years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, shall be subject at all reasonable times to inspection, review, or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, Claim, or audit is started before the expiration of the 6 year period, the records shall be retained until all litigation, Claims, or audit findings involving the records have been resolved.

**36. REGISTRATION WITH DEPARTMENT OF REVENUE AND SECRETARY OF STATE**

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue and current with all required filings. Nonprofit and for-profit businesses must also be registered with the Washington Secretary of State.

**37. RIGHT OF INSPECTION**

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant Agreement. At no additional cost, the GRANTEE shall also provide any documents related to this Grant Agreement to COMMERCE upon request to assist COMMERCE in the periodic monitoring of this Grant Agreement.

**38. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, COMMERCE may terminate the Grant Agreement under the "Termination for Convenience" clause, without the 10 calendar day notice requirement. In lieu of termination, the Grant Agreement may be amended to reflect the new funding limitations and conditions.

## 39. SEVERABILITY

The provisions of this Grant Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant Agreement.

## 40. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, and/or subgrantees/subcontractors shall conform in all respects with physical, fire, and other security policies or regulations.

## 41. SUBGRANTING/SUBCONTRACTING

**A.** GRANTEE must execute binding agreements with all subgrantees/subcontractors that will perform work under this Grant Agreement.

**B.** GRANTEE must ensure that any and all subgrantees/subcontractors that perform work related to this Project are duly authorized and licensed in Washington State to perform the work contemplated by this Grant Agreement.

**C.** Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work associated with the Project contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include grants of employment between the GRANTEE and personnel assigned to perform work associated with the Project under this Grant Agreement.

**D.** Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Grant Agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for Claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

**E.** Data Collection - GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant Agreement performed by subgrantees/subcontractors and the portion of grant funds expended for work performed by subgrantees/subcontractors, including, but not necessarily limited to, minority-owned, woman-owned, and veteran-owned business subcontractors. "Subgrantees/subcontractors" shall mean subgrantees/subcontractors of any tier.

## 42. SURVIVAL

The terms, conditions, and warranties contained in this Grant Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Grant Agreement shall so survive including, without limitation, any Recapture provision in this Grant Agreement.

## 43. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, and/or any other taxes, insurance, or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

## 44. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant Agreement in a timely manner, COMMERCE has the right to suspend or terminate this Grant Agreement. Before suspending or terminating the Grant Agreement, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant Agreement may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement (e.g., cost of the competitive bidding, mailing, advertising and staff time).

COMMERCE reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant Agreement. A termination shall be deemed a “Termination for Convenience” under General Terms and Conditions Section 45 (Termination for Convenience) if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

## 45. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant Agreement, COMMERCE may, by 10 business days written notice, beginning on the second day after the mailing, terminate this Grant Agreement, in whole or in part. If this Grant Agreement is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant Agreement for services rendered or goods delivered prior to the effective date of termination.

## 46. TERMINATION PROCEDURES

Upon termination of this Grant Agreement, COMMERCE, in addition to any other rights provided in this Grant Agreement, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. COMMERCE may withhold from any amounts due the GRANTEE such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the GRANTEE shall:

1) Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
2) Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement that is not terminated;
3) Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all Claims arising out of the termination of such orders and subgrants/subcontracts;
4) Settle all outstanding liabilities and all Claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5) Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant Agreement had been completed, would have been required to be furnished to COMMERCE;
6) Complete performance of such part of the work associated with the Project as shall not have been terminated by the Authorized Representative; and
7) Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

## 47. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant Agreement, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant Agreement, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant Agreement, or (ii) commencement of use of such property in the performance of this Grant Agreement, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

**A.** Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant Agreement.
**B.** The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
**C.** If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
**D.** The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant Agreement

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

## 48. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## ATTACHMENT A - SCOPE OF WORK

Funds awarded under this grant shall be used by City of Black Diamond for Phases 1 and 2 of the restoration of the original 1943 Black Diamond Fire Station to be used as a museum located at 25313 Baker Street, Black Diamond, WA, 98010.

This Project will include, but not be limited to,

Phase 1 – Design, Weatherization, and Access to the Exterior

- Design will be basic due to the structure being intact
- City's building official will be assisting to ensure the building remains structurally sound and proper permits are acquired
- The weatherization will consist of:
  - **i.** Roof and gutter replacement
  - **ii.** Installation of insulation,
  - **iii.** Garage door replacement,
  - **iv.** Exterior doors replacement,
  - **v.** Fire exit door replacement, and
  - **vi.** Exterior paint.

Phase 2

- Installation of HVAC/air conditioning
- Electrical upgrades
- Lighting and remodeling of the restroom to meet ADA compliance
- Dry wall replacement
- Interior paint

This Project will serve as a benefit to the public by providing Black Diamond with a First Responders Museum that will provide exhibits to educate the community of the history of the City's first responders. It will honor the City's fire department history and first responders.

This Project is anticipated to be completed by December 2025.

This Project is part of a larger project that is to be completed under separate funding. If the full project is not completed and put into service for the duration of the intended use period, Commerce reserves the right to recapture the funds or seek other remedies as allowed under this contract.

Costs related to the work associated with the Project will only be reimbursed to the extent the work is determined by Commerce to be within the scope of the legislative appropriation.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Scope of Work set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

DocuSigned by:

Carol Benson

F1D3CF834A2748C...

GRANTEE

Mayor

TITLE

12/12/2024 | 8:34 AM PST

DATE

**ATTACHMENT B - PROJECT BUDGET**

| Line Item | Funding Amount |
|---|---|
| Architecture & Engineering | $30,000 |
| Construction | $274,580 |
| **Total Project Budget** | $304,580 |

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE’s governing body or board of directors, as applicable, as of the date and year written below.

DocuSigned by:
Carol Benson
F1D3CF834A2748C...
GRANTEE

Mayor
TITLE

12/12/2024 | 8:34 AM PST
DATE

## ATTACHMENT C - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT

| **Non-State Fund Sources** | **Amount** | |
|---|---|---|
| N/A | $0 | |
| **Total Non-State Funds** | **$0** | |
| **State Funds** | Amount | |
| State Capital Budget | $304,580.00 | |
| **Total Non-State and State Sources** | **$304,580** | |
| **Holdback:** | **0%** | **$0** |
| **Project Reimbursement Rate** | **100%** | |

<u>CERTIFICATION PERFORMANCE MEASURE</u>

The GRANTEE, by its signature, certifies that Project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project and shall make such records available for COMMERCE's review upon reasonable request.

DocuSigned by:

Carol Benson

F1D3CF834A2748C...

GRANTEE

Mayor

TITLE

12/12/2024 | 8:34 AM PST

DATE

**ATTACHMENT D - CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subgrantees/subcontractors performing work on the Project shall comply with prevailing wage laws set forth in RCW 39.12, as applicable on the date the Project appropriation becomes effective, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE's review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

DocuSigned by:
Carol Benson
F1D3CF834A2748C...

GRANTEE

Mayor

TITLE

12/12/2024 | 8:34 AM PST

DATE

**ATTACHMENT E - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS**

<u>CERTIFICATION PERFORMANCE MEASURE</u>

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

EXEMPT

________________________________________
GRANTEE

________________________________________
TITLE

________________________________________
DATE

# Community Capital Facilities Routing List

| Name & Title | Signature | Date |
|---|---|---|
| **Erin Lalonde**<br>**Budget Analyst Review & Approval** | DocuSigned by:<br>Erin Lalonde<br>3FFF0A48B8F04A0... | 12/12/2024 \| 6:23 AM PST |
| **Addeline Craig**<br>**Managing Director Review & Approval** | DocuSigned by:<br>Addeline Craig<br>06161410F7A0449... | 12/16/2024 \| 2:58 PM PST |
| **Tony Hanson**<br>**Deputy Director Final Review & Approval** | DocuSigned by:<br>Tony Hanson<br>65C599C401AD40A... | 12/17/2024 \| 8:54 AM PST |

## Certificate Of Completion

Envelope Id: 1434592D-E4C9-49CB-8AA9-5B2C042DC368

Status: Completed

Subject: Please DocuSign: 25-96647-060 Contract

Division:

Local Government

Program: CCF - Community Capital Facilites

ContractNumber: 25-96647-060

DocumentType: Contract

Source Envelope:

Document Pages: 34

Signatures: 9

Certificate Pages: 6

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Chelsea Bagwell
1011 Plum Street SE
MS 42525
Olympia, WA 98504-2525
chelsea.bagwell@commerce.wa.gov
IP Address: 198.239.106.182

## Record Tracking

| | | |
|---|---|---|
| Status: Original<br>12/11/2024 3:15:22 PM | Holder: Chelsea Bagwell<br>chelsea.bagwell@commerce.wa.gov | Location: DocuSign |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: Washington State Department of Commerce | Location: DocuSign |

## Signer Events | Signature | Timestamp

Erin LaLonde
erin.lalonde@commerce.wa.gov
Security Level: Email, Account Authentication (None)


Signature Adoption: Pre-selected Style
Using IP Address: 198.239.10.140

Sent: 12/11/2024 3:20:55 PM
Viewed: 12/12/2024 6:19:46 AM
Signed: 12/12/2024 6:23:08 AM

**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

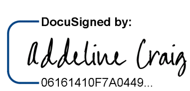
Carol Benson
cbenson@blackdiamondwa.gov
Mayor
Security Level: Email, Account Authentication (None)


Signature Adoption: Pre-selected Style
Using IP Address: 67.168.152.138

Sent: 12/12/2024 6:23:09 AM
Viewed: 12/12/2024 8:33:16 AM
Signed: 12/12/2024 8:34:05 AM

**Electronic Record and Signature Disclosure:**
Accepted: 12/12/2024 8:33:16 AM
ID: b4fb866a-56b1-4e0b-a8b6-2034ff41ae6c

Addeline Craig
addeline.craig@commerce.wa.gov
Managing Director
Washington State Department of Commerce
Security Level: Email, Account Authentication (None)




Signature Adoption: Pre-selected Style
Using IP Address: 198.238.75.161

Sent: 12/16/2024 2:45:17 PM
Viewed: 12/16/2024 2:58:19 PM
Signed: 12/16/2024 2:58:26 PM

**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Tony Hanson<br>tony.hanson@commerce.wa.gov<br>Washington State Department of Commerce<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Tony Hanson<br>65C599C401AD40A...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 198.239.10.221 | Sent: 12/16/2024 2:58:29 PM<br>Viewed: 12/17/2024 8:54:39 AM<br>Signed: 12/17/2024 8:54:52 AM |

**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Mark Barkley<br>mark.barkley@commerce.wa.gov<br>Assistant Director<br>Washington State Department of Commerce<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Mark Barkley<br>80312B04865C458...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 198.239.106.155 | Sent: 12/17/2024 8:54:55 AM<br>Viewed: 12/17/2024 8:57:49 AM<br>Signed: 12/17/2024 8:57:55 AM |

**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|
| Tracey Redd<br>tredd@blackdiamondwa.gov<br>Security Level: Email, Account Authentication (None) | VIEWED<br><br>Using IP Address: 146.129.245.18 | Sent: 12/12/2024 8:34:07 AM<br>Resent: 12/16/2024 1:36:08 PM<br>Viewed: 12/16/2024 2:45:16 PM |

**Electronic Record and Signature Disclosure:**
Accepted: 12/16/2024 2:45:16 PM
ID: 710d5f22-c32d-4314-86a1-268786aee36d

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Tracey Redd<br>tredd@blackdiamondwa.gov<br>Security Level: Email, Account Authentication (None) | COPIED | Sent: 12/17/2024 8:57:58 AM |

**Electronic Record and Signature Disclosure:**
Accepted: 12/16/2024 2:45:16 PM
ID: 710d5f22-c32d-4314-86a1-268786aee36d

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 12/11/2024 3:20:55 PM |
| Certified Delivered | Security Checked | 12/17/2024 8:57:49 AM |
| Signing Complete | Security Checked | 12/17/2024 8:57:55 AM |
| Completed | Security Checked | 12/17/2024 8:57:58 AM |

| Payment Events | Status | Timestamps |
|---|---|---|

## Electronic Record and Signature Disclosure

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Washington State Department of Commerce:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: docusign@commerce.wa.gov

**To advise Washington State Department of Commerce of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Washington State Department of Commerce**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Washington State Department of Commerce**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: [https://support.docusign.com/guides/signer-guide-signing-system-requirements](https://support.docusign.com/guides/signer-guide-signing-system-requirements).

**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

# CITY COUNCIL AGENDA BILL

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

## ITEM INFORMATION

| | | |
|---|---|---|
| **SUBJECT:** **Resolution authorizing a Professional Services Agreement with Parametrix, Inc. for the design of the Roberts Reconstruction Project.** | **Agenda Date: January 16, 2025 AB25-014** | |
| | Mayor Carol Benson | |
| | City Administrator | |
| | City Attorney David Linehan | |
| | City Clerk – Brenda L. Martinez | |
| | Com Dev –Andy Williamson | |
| | Finance – Xavier Mason | |
| | MDRT/Ec Dev – Andy Williamson | |
| Cost Impact (see also Fiscal Note): $637,510.74 | Police – Chief Kiblinger | |
| Fund Source: Transportation Improvement Board and grant matching | Public Works – Scott Hanis | X |
| Timeline: 2025 | Court – Judge Swain/Tawnya Parks | |
| | | |

**Agenda Placement:** ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator

**Attachments: Resolution; Contract**

SUMMARY STATEMENT:

Public Works staff applied for and was selected for an Urban Arterial Program fuel tax grant from the Washington State Transportation Improvement Board (TIB) for the Roberts Reconstruction Project. Grant funds dedicated to design totaled $713,400. Funds for the design are covered 85% by TIB and 15% grant matching funds.

Parametrix was selected to be the City's transportation engineer in 2024. Parametrix was consulted and assisted City staff with the grant preparation for this project and are recommended to continue the design work for this project. Parametrix has the staff and expertise necessary to design and prepare bid materials, as well as acquire necessary permits from state agencies, for this project.

FISCAL NOTE (Finance Department): The City will have to contribute $107,010 in grant matching funds. The City has budgeted enough funds in 2025 to cover this expenditure.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 25-1660, authorizing the Mayor to execute a professional services agreement with Parametrix, Inc. for the design of the Roberts Reconstruction Project.**

## RECORD OF COUNCIL ACTION

| *Meeting Date* | *Action* | *Vote* |
|---|---|---|
| January 16, 2025 | | |
| | | |

**RESOLUTION NO. 25-1660**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX, INC. FOR THE DESIGN OF THE ROBERTS RECONSTRUCTION PROJECT**

**WHEREAS,** the City has planned for capital improvements to Roberts Drive; and

**WHEREAS,** Public Works staff was successful in receiving a Transportation Improvement Board(TIB) Grant to fund the design for the Roberts Reconstruction Project; and

**WHEREAS,** the City is in need of design services for the Roberts Reconstruction Project and Parametrix was selected in 2024 to be the City's transportation engineer; and

**WHEREAS,** Parametrix assisted City staff with application materials for the TIB grant for the Roberts Reconstruction Project; and

**WHEREAS,** Parametrix, Inc. is recommended to complete the design work for the Roberts Reconstruction Project;

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

**Section 1.** The Mayor is hereby authorized to execute a professional services agreement with Parametrix, Inc. for the development of design and bid materials for the Roberts Reconstruction Project; substantially in the form attached hereto.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF JANUARY 2025**

CITY OF BLACK DIAMOND:

_______________________________
Carol Benson, Mayor

Attest:

_______________________________
Brenda L. Martinez, City Clerk

**CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT FOR CIVIL ENGINEERING SERVICES**

This Professional Services Agreement ("Agreement") is entered into by and between:

CITY OF BLACK DIAMOND, WASHINGTON (the "City")
Physical Address: 24301 Roberts Drive
Mailing Address: PO Box 599
Black Diamond, WA 98010
Contact: Ryan Sweet Phone: 360-469-9314 Fax : 360-851-4501

and

PARAMETRIX, INC. ("Consultant")
Physical Address: 1019 39th Avenue SE, Suite 100
Puyallup, WA 98374
Mailing Address: Same as above.

Contact: Austin Fisher, P.E. Phone: 253-604-6600 Fax: 855-542-6353

Tax Id No.: 91-0914810

for non-exclusive professional civil engineering services in connection with the following project:

City of Black Diamond ROBERTS DRIVE IMPROVEMENTS - MORGAN STREET TO GINDER CREEK CROSSING.

WHEREAS, the City has conducted an RFQ and qualifications-based selection process for civil engineering services, and based on that process the City desires to work with the Consultant on City matters under the terms and conditions set forth herein; and

WHEREAS, the Consultant has agreed to provide the services described in Exhibit A (scope of work) under the terms and conditions set forth herein;

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

## TERMS AND CONDITIONS

### 1. Services by Consultant

1.1 Consultant has been retained by the City to provide professional civil engineering services as generally described in the Scope of Work attached to this Agreement as Exhibit "A". The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the City.

1.2 The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

**2. Schedule of Work**

2.1 The City and the Consultant agree that work will begin on the tasks described in Exhibit A upon execution of this Agreement. The goal of this design effort will be to have tasks outlined in Exhibit A as set in the Schedule outlined in Exhibit A.

2.2 Additional time may be granted by the City for unforeseen delays or for extra work requested by the City.

**3. Compensation**

3.1 Rates. Compensation for the services provided according to the tasks outlined in Exhibit "A" shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "B" and shall not exceed Six Hundred Thirty-Seven Thousand Five Hundred Ten and 74/100 Dollars ($637,510.74). This amount shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed Agreement amendment.

**4. Payment**

4.1 Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices, in a format acceptable to the City for work performed to the date of the invoice.

4.2 All invoices shall be paid by City warrant within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

4.3 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.

4.4 If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

## 5. Discrimination and Compliance with Laws

5.1 Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

5.2 Consultant and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Consultant's ineligibility to conduct further work for the City.

## 6. Duration, Suspension, and Termination of Agreement

6.1 This Agreement is an "Open End" Agreement that is signed by both parties, unless the City provides written notice of earlier termination pursuant to this Section 6, below.

6.2 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing no fewer than ten (10) days prior to the stated termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

6.3 Any notice from the City to Consultant regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

## 7. Standard of Care

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. Consultant understands and agrees that the services rendered pursuant to this

Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

## 8. Ownership of Work Product

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon termination of this Agreement. Consultant assigns to the City all of Consultant's right, title, and interest in any such documents. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement and the Project to which it relates, without written concurrence by Consultant, will be at the sole risk of the City.

8.2 The City acknowledges Consultant's documents as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of the City's reuse of such documents beyond the use for which they were originally intended without the written authorization of Consultant.

8.3 Methodology, software, logic, and systems developed under this Agreement are the property of Consultant and the City, and may be used as either Consultant or the City see fit, including the right to revise or publish the same without limitation.

## 9. Indemnification/Hold Harmless

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, volunteers, and agents harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. PROVIDED, HOWEVER, THAT IF ANY SUCH CLAIMS, INJURIES, DAMAGES, LOSSES OR SUITS RESULT FROM THE CONCURRENT NEGLIGENCE OF CONSULTANT AND THE CITY, IT IS EXPRESSLY AGREED THAT CONSULTANT'S OBLIGATIONS AND INDEMNITY UNDER THIS PARAGRAPH SHALL BE EFFECTIVE ONLY TO THE EXTENT OF CONSULTANT'S NEGLIGENCE.

9.2 The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

9.3 IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION

DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

9.4 The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

## 10. Insurance

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

10.2 Consultant shall procure and maintain the following types and amounts of insurance:

a. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. This insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability insurance appropriate to Consultant's profession, with limits no less than $2,000,000 per claim and $2,000,000 policy aggregate limit.

10.3 The Automobile Liability, Commercial General Liability, and Professional Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

a. Consultant's insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.

b. Consultant's insurance shall be endorsed to state that coverage shall not be cancelled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

10.4 The City shall be named as an additional insured under Consultant's Automobile Liability and Commercial General Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.

10.5 Insurance shall be placed with insurers with a current A.M. Best rating of not less than A:VII.

10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City not less than ten (10) days following both parties signing this Agreement and before commencement of the work. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy Consultant must procure and maintain pursuant to this Agreement and Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

## 11. Assigning or Subcontracting

11.1 Consultant shall not assign, transfer, subcontract, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.

## 12. Independent Contractor

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

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

## 13. Notice

13.1 All notices required by this Agreement shall be considered properly delivered when personally delivered by courier service, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

| | |
|---|---|
| City: | ATTN: Ryan Sweet<br>City of Black Diamond<br>24301 Roberts Drive<br>P.O. Box 599<br>Black Diamond, WA 98010<br>Fax: 360-851-4501 |
| With a copy to: | City Clerk |
| Consultant: | ATTN: Austin Fisher, P.E.<br>Vice President<br>Parametrix, Inc.<br>1019 39th Avenue SE, Suite 100<br>Puyallup, WA 98374<br>Fax: 855-542-6553 |

## 14. Disputes

14.1 Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington, excluding its choice-of-law rules. Venue and personal jurisdiction shall lie exclusively in King County Superior Court, Kent, Washington.

## 15. Attorney Fees

15.1 In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party.

## 16. General Administration and Management on Behalf of the City

16.1 The Mayor of the City, or his/her designee (the contract Administrator) shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant. Consultant understands and agrees that any and all work to be performed pursuant to this Agreement must be approved in advance by the contract Administrator. No third party, including the project applicant, shall have any direct control or influence over the services performed under this Contract.

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

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

## 17. Extent of Agreement/Modification

17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

## 18. Conflict of Interest; Non-Collusion

18.1 No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Consultant shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant’s services and obligations hereunder. The contractor’s officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

18.2 The Consultant warrants and represents that the Consultant has not, nor has any other member, employee, representative, agent or officer of the Consultant, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

**AGREED TO BY:**

| | |
|---|---|
| CITY OF BLACK DIAMOND | PARAMETRIX, INC. |
| By: ______________________ | By: ______________________ |
| Carol Benson | Darby Watson |
| Its: Mayor | Its: Senior Vice President |
| Date: ________________ | Date: ________________ |

Attest:

By:

______________________

Brenda L. Martinez
City Clerk

APPROVED AS TO FORM:

______________________

David A. Linehan
City Attorney

EXHIBIT A

(*General Scope of Work)*

City of Black Diamond
Roberts Drive Improvements
Morgan Street to Ginder Creek Crossing

# Project Understanding

The City of Black Diamond (City) has requested that Parametrix prepare this scope of services for the design improvements on Roberts Drive between city hall and the Ginder Creek culvert. The proposed roadway sections will have two 10-foot-wide vehicular lanes and 5-foot-wide bike lanes. Sidewalks will be constructed from the library to the crossing at Ginder Creek. The project is funded by the Transportation Improvement Board (TIB) and will connect to planned improvements at Morgan Street by the Master Developer for Ten Trails and Lawson Hills on the south end and will match existing conditions near the Ginder Creek culvert on the north end.

# Schedule

The budget estimate assumes the following schedule:

| | |
|---|---|
| City Executes TIB Grant Agreement | 1/2025 |
| Begin Design | 2/2025 |
| Final Design Complete | 2/2026 |
| Begin Construction | 6/2026 |
| Physical Completion | 12/2026 |

This scope of services includes design and assistance during bidding. Additional services during construction may be added in the future.

# Task 01 – Project Management and QA/QC

## Approach

Parametrix will be responsible for continuous tracking and contract administration of this project, including coordination of work efforts with the City's project manager and coordination with subconsultants.

This task includes general management functions that include the following:

- Project Planning – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordinate project team and issues throughout the project.
- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Biweekly Design Team Meetings – Meetings with City staff to note progress, document decisions and coordinate the work.

- Monthly Progress Reports – Prepare a monthly invoice for services performed by Parametrix.
- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.

Internal review quality assurance/quality control (QA/QC) will be performed to ensure that design concepts are sound and cost effective, design concepts have been incorporated, and documents are accurate and consistent.

## Deliverables

Deliverables for this task include:

- Project schedule and updates.
- Miscellaneous correspondence to document project management issues.
- Monthly progress reports enclosed with invoices.

## Assumptions

Assumptions for this task include:

- Project duration is 15 months from the notice to proceed.
- Budget assumes 30 online meetings, maximum 30-minute duration.
- Review comments will be for internal use, with documentation available to city staff upon request.

# Task 02 – Mapping

## Approach

Parametrix will determine the right-of-way for Roberts Drive, from the approximate intersection with SR 169 to city hall as delineated in Exhibit A. Parametrix will provide topographic mapping for the full width of the right-of-way, as delineated in red in Exhibit A. No parcel boundaries will be determined in this task.

Exhibit A


## Topographic Elements

Topographic elements consist of information shown on a map which depicts the horizontal and vertical positions of natural and/or fabricated features and existing terrain surfaces. The topographic mapping will include evidence of, including but not limited to, the following improvements:

- Buildings.
- Curbs.
- Sidewalks/paths.
- Driveways/curb cuts.
- Pavement delineation between concrete and asphalt.
- Retaining walls, bulkheads, and fences – materials and heights.
- Underground utility location paint marks set by others if visible at time of the field survey.
- Storm drainage and storm drain structures.
- Sanitary sewer manholes and/or septic tank/drain field areas as identified to our field survey crew by the client.
- Electrical power vaults and associated surface features.
- Overhead wires, guy wires.
- Natural gas.
- Cable or fiber optic pedestals.
- Meters or utility connects to existing buildings.
- Water valve boxes.
- Fire hydrants.
- Telephone pedestals.
- Signage.
- Ponds.
- Street lighting.
- Significant trees with drip lines (6 inches or larger as measured 4.5 feet above the ground).

### Assumptions

Assumptions for this task include:

- Parametrix will be provided reasonable access to all areas requiring surveys.
- All electronic mapping standards will be based on Parametrix drafting standards.
- Parametrix field crews may need to perform minor brushing with machetes to conduct this survey, and we have the client's permission to do so.
- Unless otherwise specified by the client, horizontal datum shall be North American Datum (NAD) 83/11 Washington Coordinate System, North Zone, and vertical datum shall be North American Vertical Datum of 1988 (NAVD 88).
- The setting of any survey monuments at any of the exterior boundary points of the subject properties has not been included in this proposal.
- For safety reasons, our survey crews are not allowed to enter subsurface vaults. Our work will be conducted from the surface, using measure-down techniques. Crews will also not open any structure covers in excess of 80 pounds.
- Parametrix will procure independent utility locate services and the cost of this has been included in this proposal.

### Deliverables

Parametrix will provide the following deliverables for each task:

- An electronic drawing file of the topographic survey in AutoCAD Civil 3D 2024 format in one drawing file.

## Task 03 – Geotechnical

### Approach

See scope of work prepared by PanGEO, Inc.

### Assumptions

See scope of work prepared by PanGEO, Inc.

### Deliverable

See scope of work prepared by PanGEO, Inc.

## Task 04 – Utility Coordination

### Approach

Parametrix will prepare a utility conflict map showing anticipated and/or potential conflicts between utilities as located in the field and proposed improvements, and will coordinate with the City-led effort to relocate utilities that are in conflict with the proposed improvements.

## Assumptions

- The City will schedule and facilitate all utility coordination meetings.
- Estimated hours to support coordination of franchise utilities is included in the attached budget estimate. Effort that exceeds the budgeted amount may require a supplement.

## Deliverable

- Utility conflict plans in electronic format (PDF).

# Task 05 – Environmental

## Approach

Parametrix will prepare a SEPA checklist for submission to the City as the SEPA lead agency.

Parametrix cultural resources specialists will assist the City with filling out an EZ-1 form in support of the project's Executive Order 21-02 obligations. To fill out the form, Parametrix staff will review the Washington Information System for Architectural and Archaeological Records Database (WISAARD). WISAARD contains information about known archaeological sites; historic buildings, structures, and districts; and traditional cultural properties. Once the EZ-1 form has been populated with the appropriate data, Parametrix staff will provide a draft version of the form to the City for review. Parametrix staff will then integrate any revisions requested by the City into a final version of the form. Parametrix will then either provide the form to the City for distribution to the Washington Department of Archaeology and Historic Preservation (DAHP) or will distribute the form to DAHP directly if requested by the City.

If DAHP determines based on the contents of the EZ-1 form that a cultural resources survey is required, and the City requests implementation of this optional task, Parametrix will provide cultural resources inventory support for the project. This would include performing a pedestrian survey to document whether surface-exposed historic built resources are present and a shovel probe survey at locations where project-related ground disturbance is proposed to document whether buried archaeological sites are present. Shovel probes would consist of cylindrical 40-centimeter-diameter hand-excavated holes, excavated to a depth of 100 centimeters below the ground surface unless an impassible obstruction is encountered at a shallower depth. All excavated sediment will be screened through 1/4-inch hardware cloth. Upon completion, all shovel probes will be backfilled and compacted. Parametrix does not anticipate encountering archaeological or historic built resources within the project. If an archaeological or historic built resource is encountered, it would need to be formally documented, which would require a contract amendment. The findings of the cultural resources inventory will be summarized in a cultural resources technical memorandum. The contents of the memorandum will adhere to DAHP's guidelines for cultural resources reporting. Following internal review, the draft technical memorandum will be provided to the City of Black Diamond for review. Parametrix staff will then integrate any revisions requested by the City of Black Diamond into a final version of the technical memorandum. Parametrix will then either provide the technical memorandum to the City of Black Diamond for distribution to the Washington DAHP or will distribute the technical memorandum to DAHP directly if requested by the City of Black Diamond.

## Assumptions

- One round of City review will occur prior to finalizing the draft SEPA checklist.

- The City of Black Diamond is the lead agency and a SEPA Determination of Non-Significance (DNS) or Mitigated DNS will be made for the project.
- Assistance during a SEPA appeal is not included in this scope of services or the budget estimate.
- The City of Black Diamond will be responsible for administering public notice per City of Black Diamond Municipal Code (BLMC 19.04.210).
- It has been assumed that sensitive areas will not be impacted by the project improvements and therefore no sensitive area studies or mitigation plans are included.

### Deliverables

The deliverables for this subtask consist of the following:

- Draft and final SEPA checklist.
- Draft and final EZ-1 form
- Draft and final cultural resources technical memorandum, if necessary

## Task 06 – 30% Design

### Approach

Parametrix will prepare preliminary plans to the 30% design level. The design will establish the footprint of the project to ensure the project can be constructed within the existing right-of-way. This footprint will provide a basis for an opinion of cost. The following design aspects will be included as part of this submittal:

- Cover, Vicinity Map, and Sheet Index.
- Legend and Symbols.
- Existing Conditions/Horizontal Control Plan.
- Typical Roadway Sections.
- Demolition and Temporary Erosion and Sediment Control (TESC).
- Roadway Plan and Profile.
- Storm Drain Plan and Profile.
- Channelization Plan.
- Illumination Plan.
- Retaining Wall Plan and Profile.
- Standard Details.
- Regional Stormwater Expansion Plan.

### Assumptions

- Documents and figures will be prepared using Parametrix's internal company production standards.
- Plans will be prepared in AutoCAD Civil 3D, version 2024 or later.

- The following design aspects will not be included as part of this submittal:
  - → Intersection grading.
  - → Curb ramp details.
  - → Driveway details.
  - → Illumination details.
  - → Retaining wall details.
  - → Traffic control and staging plans.
  - → Project specific details.
  - → Specifications.
- Lighting will meet city guidelines for pedestrian level lighting similar or equal to prior completed segments of Roberts Drive.

## Deliverables

- Half-size (11 by 17 inches) preliminary plans in electronic format (PDF).
- Preliminary opinion of cost in Microsoft Excel format (.xlsx).

# Task 07 – 60% Design

## Approach

Parametrix will incorporate 30% review comments and advance the design to a 60% design level. 60% design level is defined as a complete plan set including grading and project-specific details. The opinion of cost will be updated and project technical specifications will be prepared (special provisions to the Washington State Department of Transportation [WSDOT] Standard Specifications for Road, Bridge, and Municipal Construction [Standard Specifications]).

The 60% submittal will include a draft technical information report addressing stormwater mitigation requirements.

## Assumptions

- Documents and figures will be prepared using Parametrix's internal company production standards.
- Plans will be prepared in AutoCAD Civil 3D, version 2024.
- The construction plan sheet index has been included with this scope of services. The budget estimate is based on the sheets included in the sheet index. Additional sheets necessary for the construction of the project may require a supplement.

## Deliverable

- Half-size (11 by 17 inches) plans in electronic format (PDF).
- Updated opinion of cost in Microsoft Excel format (.xlsx).
- Draft technical specifications in MS Word format (.docx).
- Draft stormwater technical information report (TIR) in electronic format (PDF).

# Task 08 – 90% Design

## Approach

Parametrix will incorporate comments from the 60% review submittal and prepare plans to the 90% design level. Right-of-way plans will be included as part of this design level. Additionally, a field walk with the City will be included to assess any additional impacts and property considerations. The 90% design level includes advancing the design to include all necessary notes, callouts, and details for construction of the improvements and draft contract specifications including a bid proposal, city-provided legal documents boilerplate, Division 1 supplements to the WSDOT Standard Specifications and updated technical specifications. The opinion of cost construction cost will also be updated for consistency with the plans and draft contract specifications.

Finally, Parametrix will incorporate comments and revise the TIR for final acceptance by the City.

## Assumptions

- City will provide standard legal documents as adopted by the City for reference and inclusion in the specifications.
- Contract documents will be prepared using the 2026 WSDOT Standard Specifications.
- Parametrix will provide stormwater pollution and prevention plan (SWPPP) documentation for permitting and contractor use.
- The construction plan sheet index has been included with this scope of services. The budget estimate is based on the sheets included in the sheet index. Additional sheets necessary for the construction of the project may require a supplement.

## Deliverable

- Half-size (11 by 17 inches) plans in electronic format (PDF).
- Updated opinion of cost in Microsoft Excel format (.xlsx).
- Updated Stormwater TIR and SWPPP documentation for contractor use in electronic format (PDF).
- Responses to review comments on the 60% submittal in electronic format (PDF).
- Contract Specifications in electronic format (PDF).

# Task 09 – Final Contract Documents

## Approach

Parametrix will incorporate comments from the 90% review submittal and prepare the final contract documents for bidding. The final contract documents include contract specifications and contract plans. a final opinion of construction costs will be provided and shared with the City for use in tabulating bids.

### Assumptions

- 90% submittal City comments will be reviewed and discussed in one coordination meeting.
- The construction plan sheet index has been included with this scope of services. The budget estimate is based on the sheets included in the sheet index. Additional sheets necessary for the construction of the project may require a supplement.

### Deliverable

- Final bidding documents will include five sets of contract documents, including contract specifications and half-size (11 by 17 inches) plans and an electronic (PDF) copy of the same for use by the online bidding center. Additional hard copies of the contract documents may be provided for an additional fee.
- Final opinion of cost in Microsoft Excel format (.xlsx).
- Final stormwater TIR in electronic format (PDF).
- Responses to review comments on the 90% submittal in electronic format (PDF).

## Task 10 – Bidding Assistance

### Approach

Parametrix will assist the City during project bidding on an as-requested basis. Services may include response to bidder questions, preparation of addenda, tabulation of bids, and/or other services up to the task budget maximum.

### Assumptions

- 32 hours of engineering time and 12 hours of project manager time have been budgeted.
- Should requests go beyond the estimated hours, Parametrix will notify the City.

## Task 11 – Services During Construction

### Approach

Parametrix will assist the City during construction up to the budgeted task limit. Services include the preparation of record drawings and may include additional services for review of materials submittals, responses to requests for information, and support for change orders as authorized by city staff and up to the task budget amount.

### Assumptions

- 32 hours of engineering time and 8 hours of project manager time have been budgeted for construction engineering support.
- Record drawings will be provided in electronic (.pdf) format and supporting electronic files (AutoCAD and GIS file formats).
- The City will provide markups from the contractor for the preparation of record drawings; no field survey or field measurements are included in the budget estimate.

## Deliverable

- Record drawings in PDF format and supporting electronic files (AutoCAD and GIS).

SHEET INDEX

| Sheet Index | Sheets |
|---|---|
| Cover, Vicinity Map, and Sheet Index | 2 |
| Legend and Symbols | 1 |
| Existing Conditions/Horizontal Control Plan | 5 |
| Typical Roadway Sections | 1 |
| Demolition and TESC (aka Site Prep) | 5 |
| Roadway Plan and Profile | 9 |
| Storm Drain Plan, Profile & Details | 10 |
| Channelization and Signing Plan | 5 |
| Curb Ramp Details | 1 |
| Driveway Details | 1 |
| Illumination Plan and Details | 6 |
| Retaining Wall Plan and Profile | 1 |
| Retaining Wall Details | 1 |
| Misc. Details | 1 |
| WSDOT/City Standard Details | 3 |
| Total: | 52 |

Utility Locating

# Applied Professional Services, Inc.

43530 SE North Bend Way
North Bend, WA 98045

"Solutions that exceed expectations"

| Date | Project Address/Job Number: | Services Performed For: |
|---|---|---|
| 12/23/2024 | Roberts DR & SR 169, Black Diamond | Parametrix |
| | | Justin Emery |
| | **Design Survey Locating** | jemery@parametrix.com<br>253-785-3028 |

## Scope of Work

A. APS, Inc. will employ all industry and best practices to designate and mark the known conductible and/or non-conductible utilities within the project boundaries.
B. APS, Inc. will sweep the area, after the known utilities have been marked, to attempt to identify any unknown or abandoned utilities.
C. The project boundaries are defined by civil drawings or maps provided by the Client.
D. **Conductible Utility Locating** refers to conductible *(metallic)* utilities only.
E. **Non-Conductible Utility Locating** refers to non-conductible *(non-metal)* utilities only. This is generally for sewer & storm facilities only, or sewer & storm video inspection.
F. **GPR Utility Locating** refers to Ground Penetrating Radar, used to find non-metallic utilities such as concrete, PVC, or polyethylene water mains, USTs, and other anomalies.

## Cost Estimate

| LABOR DESCRIPTION | HOURS | RATE | AMOUNT |
|---|---|---|---|
| RM™ Conductible Locating | 40 | $135.00 | $5,400.00 |
| NON-CONDUCTIBLE | 0 | $245.00 | $0.00 |
| RM™ GPR | 8 | $210.00 | $1,680.00 |
| | | **Labor Est. Total** | $7,080.00 |

## Invoicing

Net 30 days on all billing unless specified otherwise under a separate contract or negotiation.

## Disclaimer

APS, Inc, and or its employees cannot guarantee that all conductible and/or non-conductible utilities within the project boundaries can or will be found.

## Project Estimate

**NOT TO EXCEED WITHOUT WRITTEN CLIENT APPROVAL:**

This hourly / not to exceed project estimate is based on the estimated number of hours it will take to perform the Scope of Work. If the project requires additional time or costs to complete the Scope of work, then written approval to exceed the original cost estimate is required.

## Parametrix

By ______________________________

Name ______________________________

Title ______________________________

## ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS AND CONDITIONS FOR SERVICES

"**Client**" acknowledges that the Proposal prepared by Applied Professional Services, Inc. ("APS"), along with the Terms and Conditions ("**Terms**") below comprise the entire agreement between the Client and APS (collectively "**Agreement**"), and supersedes all prior or contemporaneous written and oral understandings, agreements, negotiations, representations, warranties, and communications.

## GENERAL TERMS AND CONDITIONS

**RELATIONSHIP OF THE PARTIES**: The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

**SERVICES**: APS shall provide services to the Client for the project ("Project"), as defined in the Proposal and the Agreement, or as requested by the Client by an agreed Order (the "Services") in accordance with these Terms.

**PROJECT SCHEDULE:** APS shall use reasonable efforts to meet the Project schedule dates specified in the Proposal. These dates shall be estimates only.

**CLIENT'S RESPONSIBILITIES:** Client shall provide/perform the following in a timely manner so as not to delay the Services:

- Provide accurate information about the location and survey of the site where services are to be provided.
- Cooperate with APS in all matters relating to the Services.
- Secure legal rights to and provide access to the Project site property and authorize APS staff to access the site for activities necessary for the performance of the Services.
- Respond promptly to any APS request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for APS to perform Services in accordance with the requirements of this Agreement.
- Provide materials, data, or information that APS may request that is reasonably necessary to carry out the Services in a timely manner and ensure that such materials, data, or information provided are complete and accurate in all material respects.
- Comply with all applicable laws in relation to the Services before the date on which the Services are to start, including required licenses, permits, and consents to allow APS to perform Services.
- Give prompt consideration and action to all communications, reports and other documents relating to the Services furnished by APS and inform APS in writing of decisions in reasonable time so as not to delay the Services.

**CLIENT'S ACTS OR OMISSIONS:** If APS's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, APS shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

**COMPENSATION AND PAYMENT:** In consideration of the provision of the Services by APS under this Agreement, Compensation will be made as follows:

- **Payment:** Invoices for APS's Services shall be submitted on a monthly basis and are payable within thirty (30) days after the invoice date. In the event that the Client disputes any portion of an invoice, client shall notify APS - of such disputed items within ten (10) days of invoice date. Retainers/deposits shall be credited on the final invoice. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest allowable.
- Failure to make any payment when due is a material breach of this Agreement. In the event any invoice has not been paid in full within ninety (90) days of the invoice date, APS shall have the right to immediately suspend all or any portion of the Services hereunder indefinitely, pending payment in full of such invoice(s).
- **Taxes:** Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder.
- **Compensation:** Client shall pay the agreed upon rates or amounts set forth in the Proposal. If the agreement extends across multiple years, the compensation paid to APS may be adjusted due to market conditions, underlying labor costs, overhead and pricing influences.

**CHANGE ORDERS:** If either party wishes to change the scope or performance of the Services, it shall submit details in writing of the requested change in a timely manner to the other party. APS shall, within a reasonable time after such request, provide a written estimate to Client of:

- the likely time required to implement the change
- any necessary variations to the compensation and other charges for the Services arising from the change
- the likely effect of the change on the Services
- any other impact the change might have on the performance of this Agreement

Promptly after receipt of the written estimate, the parties shall negotiate in good faith and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

APS may charge for the time it spends assessing and documenting a request for a Change Order on a time and materials basis in accordance with the Proposal.

**DOCUMENTS:** Unless otherwise agreed to by the parties in writing, all of the documents prepared by or on behalf of APS in connection with the Services (herein called the "Documents") will be considered Instruments of Service and will become the property of Client upon full and final payment of the Compensation. Any copyright of the Documents shall be retained by APS. APS grants to Client a non-exclusive right and license to use, disclose and reproduce the Documents solely for the purpose of the Project.

**DATA AND DOCUMENT RETENTION:** APS will retain all data and Documents in accordance with its Data Retention Policy, unless otherwise agreed upon in writing.

**LIMITATION OF USE:** Client shall not amend, alter or revise, reuse, permit the use of, disclose or reproduce any of the Documents for the completion of another project or work, without first obtaining the written consent of APS, and all reproductions shall include notice of this restriction.

APS shall have no responsibility for any loss or damage suffered by Client or others resulting from any unauthorized use or modification of the Documents, errors in transmission of the Documents, changes to the Documents by others. The Documents may be relied upon by Client for design and construction work undertaken by other parties with respect to the Project provided such parties verify the accuracy and completeness of the Documents to their satisfaction. The Client agrees to defend, indemnify and hold APS harmless from and against all claims, demands, losses, damages, liability and costs associated therewith.

In the event any of APS's work product documents are modified in any respect, without involvement and oversight of APS, Client agrees that any modification is at the Client's sole risk.

In the event that Client is in default of its obligations under this Agreement, APS may terminate Client's right and license to use, disclose and reproduce the Documents upon providing written notice to Client. Client shall return to APS all Documents and that no residual copies of any part of any Documents are to be retained by the Client or other parties.

**STANDARD OF CARE:** The standard of care for all Services performed under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. APS makes no warranties or guarantees under this Agreement in connection with the Services. APS makes no warranty whatsoever with respect to the services, including any warranty of merchantability, warranty of fitness for a particular purpose, warranty of title, or warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

**CONFIDENTIALITY:** Both parties shall use reasonable efforts to keep confidential all data and information which is marked confidential and furnished by the respective parties under this Agreement. Confidentiality obligations shall not apply if such data or information is within the public domain, was known to the Client or APS at the time of disclosure, or was rightfully obtained by Client or APS on a non-confidential basis from a third party.

**PERSONAL INFORMATION:** Unless otherwise agreed to by the parties in writing, Client shall only collect and use individually identifiable information from or about APS employees if such collection and use is required. Client shall collect and use all Personal Information in accordance with applicable federal, state or personal information protection legislation.

**NON-SOLICITATION OF EMPLOYEES:** Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other party during the Term of this Agreement and for one (1) year following the termination or expiration of this Agreement without the prior written consent of the other party. However, neither party shall be restricted from soliciting or recruiting generally in the media, or from hiring, without prior written consent, the other party's employees who answer any advertisement or otherwise voluntarily applies for hire without having been personally solicited.

For a breach of Non-Solicitation, an amount equal to twice the base annual salary of the recruited employee at the time of their departure shall be paid by the hiring party to the other party.

**INDEMNIFICATION:** To the fullest extent permitted by law, APS shall indemnify and hold harmless Client from and against any and all damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney's fees arising out of damages or injuries to persons or property to the proportionate extent caused by the negligence, gross negligence or willful misconduct of APS or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that APS 's aforesaid indemnity and hold harmless obligation shall not be applicable to any liability based upon the willful misconduct or negligence of Client or upon use of or reliance on information supplied by Client or on behalf of Client to APS in preparation of any report, study or other written document.

Client shall indemnify and hold harmless APS from and against any and all damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of (i) damages or injuries to persons or property caused by the negligence, gross negligence or willful misconduct by Client or anyone acting under its direction or control or on its behalf in connection with this Agreement and (ii) claims, actions or demands for environmental liability arising from, or in relation to, any condition, not caused by the negligence of APS or anyone acting under its authority; provided that Client's aforesaid indemnity and hold harmless obligation shall not be applicable to any liability based upon the willful misconduct or negligence of APS.

The duty to indemnify does not include the duty to pay for or to provide an up-front defense against unproven claims or allegations.

Where any claim results from the joint negligence, gross negligence, or willful misconduct, by Client and APS, the amount of such damage for which Client or APS is liable shall equal the proportionate part that the amount of such claim attributable to indemnitor's negligence, gross negligence, willful misconduct, bears to the amount of the total claim attributable to the joint negligence, gross negligence, or willful misconduct, at issue.

**LIMITATION OF LIABILITIES:** Notwithstanding any other provision in the Agreement, the Client agrees to limit APS's liability under the Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, to the lesser of: (a) the fees paid to APS for Services or (b) the maximum of remaining available insurance provided. No claim may be brought against APS in contract or tort more than two (2) years after the cause of action arose. Any claim, suit, demand or action brought under the Agreement shall be directed and/or asserted only against APS and not against any of APS's employees, shareholders, officers or directors. APS's liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the Services and APS shall not be held responsible or liable whatsoever for any consequential damages, injury or damage incurred by the actions or inactions of the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

**FORCE MAJEURE:** If performance of the Services is affected by causes beyond APS's reasonable control, the Project schedule and the Compensation shall be equitably adjusted by mutual agreement of the parties. APS shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of APS.

These causes include, without limitation, inclement weather conditions, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, pandemic/epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, or similar causes and without the fault or negligence of the delayed party. If the event in question continues for a period in excess of thirty (30) days, Client shall be entitled to give notice in writing to APS to terminate this Agreement.

**INSURANCE:** APS shall maintain Insurance which it deems to be reasonable throughout the term of this Agreement. APS shall provide Client with certificates of insurance upon written request.

Client assumes sole responsibility and waives all rights and claims against APS for all loss of or damage to property owned by or in the custody of Client and any items at the site or in transit thereto however such loss or damage shall occur, unless caused by the sole negligence of APS.

Client agrees to maintain appropriate Property Insurance and shall require its insurers to waive all rights of subrogation against APS for claims covered under any Property Insurance that Client may carry. Such waivers shall survive termination or discharge of this Agreement.

**TERM AND TERMINATION:** This Agreement will continue in effect unless terminated by either party with thirty (30) days written notice to the other party. In the event of any termination, APS shall be paid for all Services rendered and reimbursable costs incurred through the date of notice of termination. In the event of termination, the Client shall pay all additional compensation related to termination of the project.

In addition to any remedies that are provided under this Agreement, APS may also terminate this Agreement with immediate effect upon written notice if the Client becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

In the event of termination, APS shall be paid for all Services rendered and costs incurred by APS through the date of notice of termination. In the event of termination due to the termination of the Project, the Client shall pay all additional costs incurred by APS related to termination of the Project.

**DISPUTE RESOLUTION:** If requested in writing by either the Client or APS, the Parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into a management/principal level meeting(s). The first such meeting shall occur within thirty (30) days from the first date of the written request for such meeting.

- If a dispute cannot be settled informally between the Parties within a period of sixty (60) calendar days from the first date of the written request, the Parties shall enter structured non-binding negotiations with the assistance of a mediator. The mediator shall be appointed by agreement of the Parties.
- If the Parties are unable to reach an acceptable resolution of the dispute, controversy, or claim through the mediation process, the Parties shall have any and all rights and remedies available to it under this Agreement and any and all rights and remedies at law or in equity.
- **Attorney Fee Provision:** With respect to any dispute relating to this Agreement, or in the event that a lien, suit, action, arbitration, mediation, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, title reports, title guarantee reports, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial, arbitration, mediation, or other proceeding, or on any appeal or review, and all proceedings in U.S. Bankruptcy Court. APS shall also be entitled to reasonable attorney's fees and costs incurred in enforcing any award and/or judgment, in addition to all other amounts provided by law.

**ASSIGNMENT:** Neither party to this Agreement shall, without the prior written consent of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer any claim or obligation under this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**NO THIRD-PARTY BENEFICIARY:** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

**ENTIRE AGREEMENT:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the subject matter of this Agreement and is the entire understanding and agreement related thereto. This Agreement may be amended by mutual consent of the parties in writing to be attached hereto and incorporated herein, executed by APS's and the Client's authorized representatives.

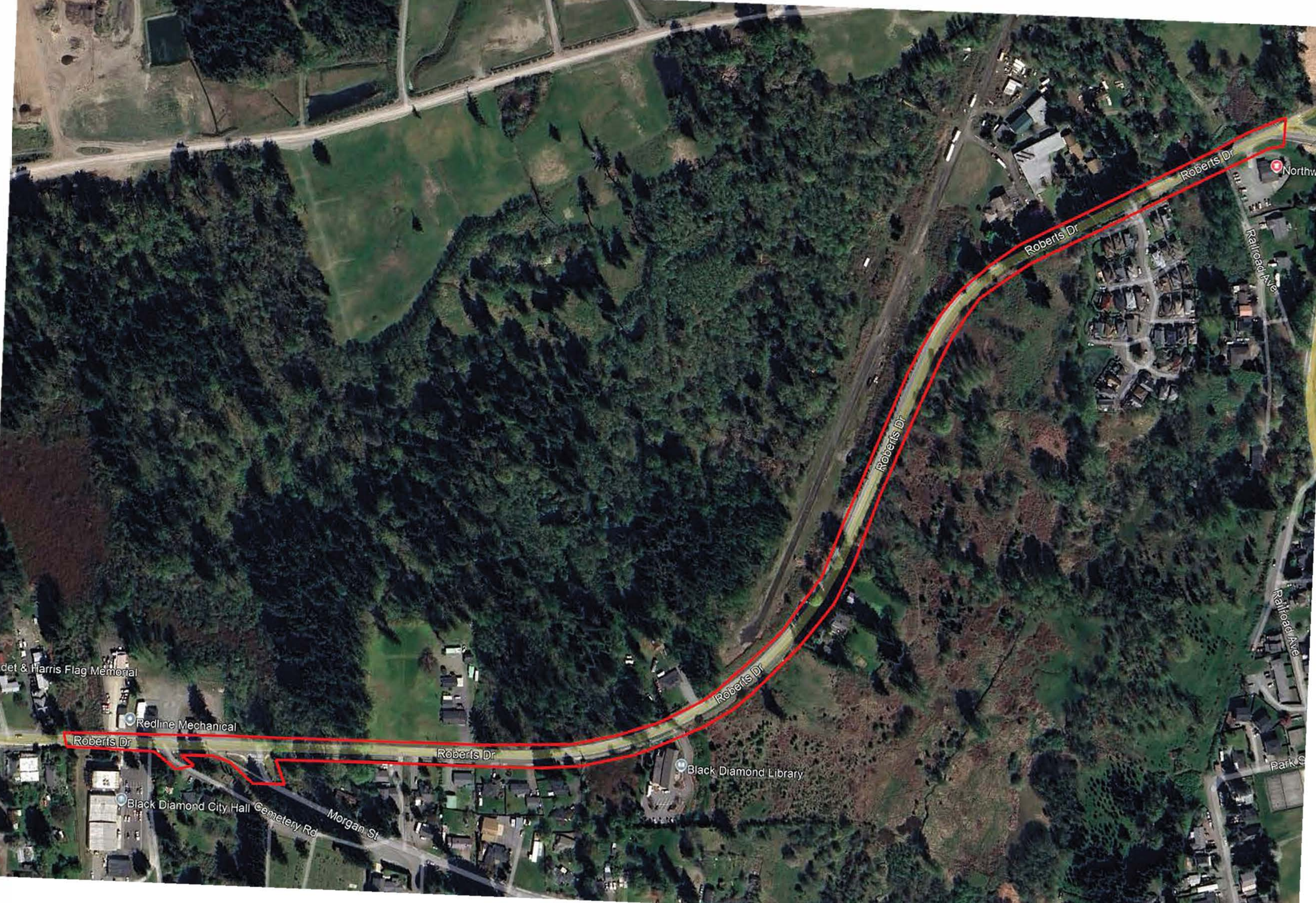
**WAIVER:** Failure by one party to notify the other party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

**SEVERABILITY:** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**SURVIVAL OF PROVISIONS:** The expiration or termination of this Agreement, or any Task Order shall not affect the provisions, and the rights and obligations set forth in which either by their terms state or evidence the intent of the Parties that the provisions survive the expiration or termination, or must survive to give effect to the provisions.

**GOVERNING LAW:** The validity of the Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and governed by the laws of the state in which the Project is located.

Specific state statutes and regulations will be adhered to under this contractual agreement through the use of Addendums, as appropriate.


Roberts Dr
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Railroad Ave
Railroad Ave
Park St
Northw
det & Harris Flag Memorial
Redline Mechanical
Black Diamond Library
Black Diamond City Hall
Cemetery Rd
Morgan St

PanGEO
INCORPORATED
*Geotechnical & Earthquake Engineering Consultants*

December 24, 2024
File No. P-9832, REV1

Austin Fisher, P.E.
**Parametrix**
1019 39th Avenue Southeast, Suite 100
Puyallup, Washington 98374

Subject: Proposal for Geotechnical Engineering Services
Roberts Drive, Morgan Creek to Ginder Creek, Black Diamond, Washington

Dear Mr. Fisher:

Attached please find our proposal to provide geotechnical engineering services for the proposed improvements to Roberts Drive in Black Diamond, Washington. We understand it is planned to overlay and widen an approximately 3,800-foot section of Roberts Drive extending from the about alignment SR-169 on the east to about the intersection with Cemetery Road on the west. We understand it is planned to crack and seat the existing concrete road and place an overlay over the road surface and widen Roberts Road with a new pavement section. The project will also include construction of structural earth walls up to eight feet in height and installation of new lighting.

Our proposed scope of work is outlined in Exhibit 1, and our detailed cost estimate is included in Exhibit 2. We estimate that a budget of $23,548 will be needed to complete the scope of work. We will not exceed the estimated budget without your prior approval. Please call should you have any questions regarding this proposal.

Sincerely,

Scott D. Dinkelman, LEG
Principal Engineering Geologist

Enclosures:
Exhibit 1 – Scope of Work
Exhibit 2 – Cost Estimate

3213 Eastlake Avenue East, Suite B
Seattle, WA 98102
Tel: (206) 262-0370
www.pangeoinc.com

## EXHIBIT 1 - SCOPE OF WORK

1. **Document Review –** Review pertinent geologic maps and previous explorations in the area to gain an understanding of the site soil conditions.

2. **Site Reconnaissance –** Conduct a site reconnaissance to review the pavement and site surface conditions that may impact the design and construction of the project. At the time of our site visit, we will mark the test boring locations for utility locating purposes.

3. **Drilling Preparation –** Prepare and submit a site and exploration plan showing the test boring locations, logistics, and traffic control plans to the project team for review and approval.

4. **Subsurface Exploration (Test Borings) –** We propose to drill ten test borings along the Roberts Drive alignment. The borings will be drilled both in the existing roadway to evaluate the existing pavement thickness and the subgrade conditions and in the shoulder areas in order to evaluate the subsurface conditions in the area of the planned road widening. The borings will be drilled to a depth of about 10 feet below grade. The actual depth of the borings will depend on the subgrade conditions encountered.

   Standard Penetration Tests (SPT) will be conducted in the boreholes at 2½- and 5-foot depth intervals. The test results will be used to estimate relative density of the existing site soils along the project alignment.

   After the test borings are completed, we will backfill the boreholes in general accordance with Washington Department of Ecology requirements. The borings in the existing roadway will be patched with concrete.

   The soil cuttings will be removed and disposed of off-site.

   A traffic control subcontractor will be retained to provide traffic control services.

   At least 72 hours before beginning our work, we will notify the appropriate utilities to locate and mark their subsurface installations in the existing right of way. We will also use a private locator to clear the boring locations prior to drilling.

   ***Assumptions:***

   - We assume street-use permits (if needed) will be provided by the City of Black Diamond at no cost to PanGEO.

5. **Laboratory Testing –** Where appropriate, we will select representative soil samples for geotechnical index testing. These tests may include moisture contents and grain size analysis to evaluate the suitability of the site soils as structural fill and trench backfill. We will also perform compressive strength tests on samples of the existing concrete pavement.

6. **Geotechnical Report –** Prepare a draft geotechnical report for review. The report will be finalized once we receive review comments from the project team. In general, the report will include:

   - A site plan indicating the approximate location of subsurface explorations, summary boring logs, and subsurface profiles.
   - Description of surface and subsurface conditions (soil and groundwater) encountered at our test borings.
   - Recommended sections for new pavements, including subgrade preparation, and recommendations for the crack and seat pavement overlay.
   - Selection of retaining wall types and design parameters, which may include, but may not be limited to, structural earth walls.
   - Earthwork recommendations, including fill placement for embankments, stability of soil embankments, temporary excavation slopes, permanent slope configurations, and suitability of the on-site soils as structural fill.
   - Geotechnical design parameters for light pole foundations.
   - Other recommendations as needed based on the site surface and subsurface conditions encountered.

7. **Post-Report Consultation/Meetings –** We will provide post-report consultation to assist with the design and preparation of plans and specifications on an as-needed basis.

# EXHIBIT 2 - COST ESTIMATE

**ESTIMATED LABOR:**

| WORK TASK DESCRIPTION | Principal $245.00 | Senior $195.00 | Project $185.00 | Staff $165.00 | Field $145.00 | Admin/CAD $95.00 | TOTAL HOURS | TOTAL AMOUNT |
|---|---|---|---|---|---|---|---|---|
| | PERSONNEL & HOURLY RATE | | | | | | | |
| Site Reconnaissance/Locate | | | 4 | | 4 | | 8 | $1,320 |
| Borehole Logging | | | | | 10 | | 10 | $1,450 |
| Figures and Logs | | | | | 4 | | 4 | $580 |
| Engineering Analysis/SE Walls | | | | 12 | | | 12 | $1,980 |
| Draft Report | 2 | 12 | 4 | 4 | | | 22 | $4,230 |
| Final Report | 1 | 2 | | | | | 3 | $635 |
| **TOTAL LABOR:** | 3 | 14 | 8 | 16 | 18 | 0 | 59 | **$10,195** |

**LABORATORY TESTING:**

| Test | Est. No. Tests | Unit Cost | Total Cost |
|---|---|---|---|
| Moisture Content | 0 | $25 | $0 |
| Grain Size Analysis | 8 | $125 | $1,000 |
| Compressive Strength Testing | 5 | $60 | $300 |
| | | | |
| | | | $0 |
| **LABORATORY TOTAL:** | | | **$1,300** |

**ESTIMATED DIRECT EXPENSES:**

| | |
|---|---|
| Mileage (2 trips, 90 miles each at $0.67) | $121 |
| Laboratory Testing | $1,300 |
| Field Supplies | $25 |
| **TOTAL DIRECT EXPENSE** | **$1,446** |

**SUBCONTRACTOR**

| | | |
|---|---|---|
| Mobilization | $ | 900.00 |
| Drilling, 100 feet at $65 per foot | $ | 6,500.00 |
| Cuttings Disposal | $ | 800.00 |
| Traffic Control Services | $ | 2,125.00 |
| Private Utility Locate | $ | 500.00 |
| 10% Markup on Subcontractors | $ | 1,082.50 |
| **TOTAL SUBCONTRACTO** | | **$11,908** |

**PROJECT TOTALS AND SUMMARY:**

| | |
|---|---|
| Total Labor Cost | $10,195 |
| Direct Expenses | $1,446 |
| Subcontractor | $11,908 |
| **TOTAL:** | **$23,548** |

EXHIBIT B

(*Billing Rates and Reimbursable Expenses*)

Client: City of Black Diamond
Project: Roberts Drive Reconstruction-Morgan Street to Ginder Creek Crossing

| | | | | | | Brenna E.M. Tumbling | Bowen Spellman | Nathan S. Smith | Austin Fisher | Chuck Schott | Marc E. Kendall | Namu Timilsina | Katheryn Seckel | Michael L. Hall | James T Elder | Corey J Lentz | Jennifer C. Wildt | Kainoa L. Little | Joshua R. Ahmann | Justin S. Emery | Kenneth W. Van Cleave | Jeffrey B. Bearson | Taylor E. Walcker | Steven N. Sharpe | Kristen J. Zimmerman | Whitney A. Printz | Becky J. Taylor | Carolina R. Booth |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Sr Engineer | Engineer III | Engineer III | Vice President | Sr Engineer | Sr Engineer | Engineer II | Sr Planner | Sr Scientist/Biologist | Sr Consultant | Cultural Resources Specialist III | Sr Cultural Resources Specialist | Cultural Resources Specialist III | Sr Planner | Survey Supervisor | Sr Surveyor | Surveyor III | Surveyor II | Technical Lead | Sr Project Coordinator | Project Coordinator | Sr Publications Specialist | Project Biller |
| | | | | | Burdened Rates: | $245.00 | $170.00 | $170.00 | $325.00 | $270.00 | $270.00 | $155.00 | $225.00 | $240.00 | $305.00 | $130.00 | $203.13 | $130.00 | $205.00 | $225.00 | $185.00 | $150.00 | $130.00 | $152.13 | $140.00 | $130.00 | $145.00 | $120.00 |
| **Task** | **SubTask** | **Description** | **Labor Dollars** | **Labor Hours** | **Multiplier** | | | | | | | | | | | | | | | | | | | | | | | |
| 01 | | Project Management and QA/QC | $55,440.00 | 236 | 3.16 | 104 | | | 64 | | | | | | | | | | | | | | | | 40 | | 8 | 20 |
| 02 | | Mapping | $48,407.44 | 326 | 3.32 | | | | | | | | | | | | | | | 8 | 24 | 100 | 100 | 88 | | 6 | | |
| 04 | | Utility Coordination | $10,720.00 | 56 | 3.66 | 16 | 16 | 24 | | | | | | | | | | | | | | | | | | | | |
| 05 | | Environmental | $32,113.90 | 162 | 3.25 | | 8 | | | | | | 60 | 8 | 4 | 16 | 30 | 16 | 16 | | | | | | | | 4 | |
| **06** | | **30% Design** | **$126,300.00** | **720** | **3.71** | **32** | **152** | **452** | | **4** | **20** | **60** | | | | | | | | | | | | | | | | |
| 06 | 0601 | 30% Plans | $112,940.00 | 652 | 3.73 | 24 | 136 | 420 | | 4 | 8 | 60 | | | | | | | | | | | | | | | | |
| 06 | 0602 | 30% Estimate | $13,360.00 | 68 | 3.58 | 8 | 16 | 32 | | | 12 | | | | | | | | | | | | | | | | | |
| **07** | | **60% Design** | **$184,160.00** | **1,028** | **3.67** | **80** | **272** | **520** | | **8** | **44** | **80** | | | | | | | | | | | | | | | **24** | |
| 07 | 0701 | 60% Plans | $136,400.00 | 780 | 3.71 | 40 | 160 | 480 | | 8 | 12 | 80 | | | | | | | | | | | | | | | | |
| 07 | 0702 | 60% Estimate | $16,480.00 | 84 | 3.58 | 8 | 20 | 40 | | | 16 | | | | | | | | | | | | | | | | | |
| 07 | 0703 | DRAFT Technical Specs | $14,840.00 | 72 | 3.47 | 16 | 32 | | | | 16 | | | | | | | | | | | | | | | | 8 | |
| 07 | 0704 | DRAFT TIR | $16,440.00 | 92 | 3.61 | 16 | 60 | | | | | | | | | | | | | | | | | | | | 16 | |
| **08** | | **90% Design** | **$94,680.00** | **524** | **3.64** | **44** | **124** | **232** | | **8** | **32** | **40** | | | | | | | | | | | | | | | **44** | |
| 08 | 0801 | 90% Plans | $58,640.00 | 332 | 3.68 | 16 | 60 | 200 | | 8 | 8 | 40 | | | | | | | | | | | | | | | | |
| 08 | 0802 | 90% Estimate | $13,360.00 | 68 | 3.58 | 8 | 16 | 32 | | | 12 | | | | | | | | | | | | | | | | | |
| 08 | 0803 | Contract Specifications | $17,240.00 | 92 | 3.55 | 16 | 32 | | | | 12 | | | | | | | | | | | | | | | | 32 | |
| 08 | 0804 | DRAFT Final TIR | $5,440.00 | 32 | 3.64 | 4 | 16 | | | | | | | | | | | | | | | | | | | | 12 | |
| **09** | | **Final Contract Documents** | **$21,970.00** | **126** | **3.7** | **16** | **32** | **32** | | | **4** | **8** | | | | | | | | | | | | | **16** | | **18** | |
| 09 | 0901 | Final PS&E | $18,470.00 | 106 | 3.71 | 12 | 24 | 32 | | | 4 | 8 | | | | | | | | | | | | | 16 | | 10 | |
| 09 | 0902 | Final TIR | $3,500.00 | 20 | 3.63 | 4 | 8 | | | | | | | | | | | | | | | | | | | | 8 | |
| 10 | | Bidding Assistance | $8,400.00 | 40 | 3.48 | 12 | 16 | | | | 8 | | | | | | | | | | | | | | | | 4 | |
| **11** | | **Services During Construction** | **$15,660.00** | **78** | **3.57** | **16** | **18** | **32** | | | **12** | | | | | | | | | | | | | | | | | |
| 11 | 1101 | Record Drawings | $5,800.00 | 30 | 3.62 | 4 | 6 | 16 | | | 4 | | | | | | | | | | | | | | | | | |
| 11 | 1102 | Services During Construction | $9,860.00 | 48 | 3.55 | 12 | 12 | 16 | | | 8 | | | | | | | | | | | | | | | | | |
| | | **Labor Totals:** | $597,851.34 | 3,296 | | 320 | 638 | 1292 | 64 | 20 | 120 | 188 | 60 | 8 | 4 | 16 | 30 | 16 | 16 | 8 | 24 | 100 | 100 | 88 | 56 | 6 | 102 | 20 |

| **Subconsultants** | |
|---|---|
| Applied Professional Services Inc | $7,434.00 |
| PanGEO Inc | $24,725.40 |
| **Subconsultants Total:** | **$32,159.40** |

| **Other Direct Expenses** | |
|---|---|
| Other Direct Costs | $7,500.00 |
| **Other Direct Expenses Total:** | **$7,500.00** |

**Project Total** **$637,510.74**