



CITY OF BLACK DIAMOND
February 6, 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) Possible Continued Interviews 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

2) AB25-016 – Confirming the Mayor’s Appointment of Grifan Cayce to Position #3 of the Planning Commission

3) AB25-017 – Confirming the Mayor’s Re-Appointment of Wystan Larsen to Position #5 of the Planning Commission

COMMITTEE REPORTS:

DEPARTMENT REPORTS:

Community Development – Mr. Williamson

CONSENT AGENDA:

4) Claim Checks – February 6, 2025, Check No. 55558 through Check No. 55652 (voids 55384, 55461, 55567, 55603) in the amount of \$958,674.94

5) Minutes – Council Meeting of January 16, 2025

- | | |
|---|-----------------|
| 6) AB25-018 – Resolution Authorizing Contract with Tara Dunford, CPA for Accounting Services | Mr. Mason |
| 7) AB25-019 – Resolution Regarding ILA for Inmate Housing with the City of Sunnyside | Chief Kiblinger |
| 8) AB25-020 – Resolution Authorizing Contract with Waters and Woods for Replacement of the Lake Sawyer Dock Boat Lift and Canopy | Mr. Hanis |
| 9) AB25-021 – Resolution Authorizing Purchase of Raymo RC Mower | Mr. Hanis |

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

- | | |
|---|-------------|
| 10) AB25-012A – Proposed Ordinance Renewing Moratorium on Battery Energy Storage Systems | Mr. Linehan |
|---|-------------|

NEW BUSINESS:

- | | |
|--|---------------------------|
| 11) AB25-022 – Ordinance Amending Title 18 of the BDMC Regarding Childcare Establishments | Ms. Kuzaro |
| 12) AB25-023 – Resolution Authorizing Contract with AHBL for On-Call Planning Services | Mr. Williamson |
| 13) Discussion Regarding Tree Ordinance | Councilors Jones and Page |

MAYOR'S REPORT:

COUNCIL REPORTS:

- Councilmember Jones
- Councilmember Page
- Councilmember Deady
- Councilmember Position #2
- Councilmember Peterson
- Councilmember Mulvihill
- Councilmember Position #5

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 Miner in 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 into the 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.

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

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 (Gessff.)
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

Cover Letter and Resume

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

Supplemental Questions

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

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

Please return this form, your cover letter, resume and answers to the supplemental questions to the City Clerk at Black Diamond City Hall (24301 Roberts Drive, mail at PO Box 599, Black Diamond, WA 98010, or by email to bmartinez@blackdiamondwa.gov) no later than 4:00 p.m. on January 6, 2025. Applications received after 4:00 p.m. will not be accepted.

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

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

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

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



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



Black Diamond, WA 98010

Sara K. Nielsen

Black Diamond, WA 98010

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

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

Please return this form, your cover letter, resume and answers to the supplemental questions to the City Clerk at Black Diamond City Hall (24301 Roberts Drive, mail at PO Box 599, Black Diamond, WA 98010, or by email to bmartinez@blackdiamondwa.gov) **no later than 4:00 p.m. on January 6, 2025.** Applications received after 4:00 p.m. will not be accepted.

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

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

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 as a councilmember 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 bringing 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 of 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 the 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 in 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 Black Diamond 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, it's time to give back. For our families and children.

Zack J. Nielsen // Black Diamond, WA 98010 //

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**

Kentwood HS // Covington, WA // 2024

Platoon commander, JROTC. (4 years)

2.8 GPA B/C+ average,

COLLEGE BOUND, GREEN RIVER COLLEGE

// 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

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

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



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

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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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



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

Black Diamond, WA 98010

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.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Confirming the Mayor's appointment of Grifan Cayce to Position No. 3 of the Planning Commission.	Agenda Date: February 6, 2025	
	AB25-016	
	Mayor Carol Benson	X
	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 – Tawnya Parks	
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: PC Application		
SUMMARY STATEMENT: The Planning Commission consists of seven volunteer members of the community to meet monthly and make recommendations to the City Council on comprehensive plan amendments and various development regulations that guide the development of the City. With the resignation of Knut Seversen, a vacancy was created on the Planning Commission. Staff advertised to fill this vacancy and received four applications. Interviews were conducted by me and Interim Community Development Director Williamson with all applicants. Following the interviews we believe that with her background, knowledge, and expertise, Grifan Cayce would be a good addition to the Planning Commission. Mayor Benson is seeking Council confirmation of her appointment of Grifan Cayce to the City of Black Diamond's Planning Commission Position #3; term ending on December 31, 2028. FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to confirm the Mayor's appointment of Grifan Cayce to Position No. 3 of the Planning Commission; said term to expire on December 31, 2028.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
February 6, 2025		



CITY OF BLACK DIAMOND

Planning Commissioner Application

Mailing Address: PO Box 599

Physical Address: 24301 Roberts Drive
Black Diamond, WA 98010

Phone: 360.851.4500 - Fax: 360.851.4501

NAME OF APPLICANT: Arifan Cayce
ADDRESS OF RESIDENCE: [REDACTED] Black Diamond
EMAIL ADDRESS: [REDACTED]
PHONE NUMBER (MOBILE, HOME, BUSINESS): [REDACTED]
BEST TIME TO CONTACT: 9-4

QUALIFICATIONS AND COMMITMENT REQUIREMENTS (PLEASE INITIAL CONFIRMING AFFIRMATIVE):

gc Applicant is willing to fulfill a 4-year term [or the remaining portion of a term when replacing an unexpired position].

gc Applicant has an interest in planning, land use, environmental affairs or residential and commercial development as evidenced by training, experience, or actions.

gc Applicant resides in the city at least one hundred eighty days each calendar year or owns a business with a physical presence within the city limits with an active black diamond business license.

gc Applicant is able to regularly attend planning commission meetings in person, scheduled for evenings and is committed to not having more than three consecutive unexcused absences.

gc Applicant will make impartial, objective recommendations and decisions in the best interest of the city, and not in conflict with personal or business interests and confirms current employment or civic positions, if any, do not create a conflict of interest with serving as a Black Diamond Planning Commissioner.

Please provide a narrative (up to one page as an attachment) describing your qualifications, experience, interest, and commitment to serve as planning commissioner and/or a resume supporting your qualifications, experience, education, current or past occupations, and interests to serve as a Planning Commissioner.

[Signature]
SIGNATURE OF APPLICANT

12.4.2024
DATE

GRIFAN CAYCE

EDUCATOR | ATTORNEY | ADVOCATE

CONTACT



EDUCATION

UNIVERSITY OF WASHINGTON
2000-2004

BA in Political Science
BA in Law, Societies & Justice

CENTRAL WASHINGTON
UNIVERSITY
2005-2006
M.Ed.

SEATTLE UNIVERSITY
SCHOOL OF LAW
2008-2011
Juris Doctor

PUBLIC SPEAKING

WEA UniServ
Estate Planning + Retirement

PEPS & MOPS
Expecting the Unexpected

RECOGNITION

WSBA APEX AWARD
Dedication to civic education.

SUPERLAWYERS: RISING STAR
2017 + 2018

PROFILE

Educator and practicing attorney dedicated to community, civic education and education policy. Dedicated thirteen years to building a robust private practice while simultaneously supporting local education and community interests. Experienced public speaker and proven advocate, lobbying at the state level in Olympia on behalf of several school districts and educational service districts.

EXPERIENCE

Managing Partner · Cayce & Grove Law Offices
2011-2024

Thriving private practice serving clients in matters ranging from estate planning to civil transactional matters. Developed tools and methods for clients to demystify complex legal concepts. Frequent keynote speaker for large community-based groups.

Summer Associate · Curran Firm Kent
2008-2010

Education Law Practice group. Performed legal research and drafted memorandum and pleadings related to Second Amendment litigation and the Open Public Meetings Act.

Educator · Bellevue School District
2005-2008

Advanced Placement US History and World History. Consistent high pass rate. Member of Bargaining Support Team for the Bellevue Education Association.

COMMUNITY

VOTE PAC Chair

Successful development and execution of levy funding campaigns benefiting the Tahoma School District.

Founding Member SE Area Legislative Transportation Coalition
Advocating for sound local transportation solutions.

"We The People" Program via Center for Civic Education
District, State and National Judge and Mentor.

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

ITEM INFORMATION			
SUBJECT: Confirming the Mayor’s reappointment of Wynsten Larsen to Position #5 of the Black Diamond Planning Commission	Agenda Date: February 6, 2025		AB25-017
	Mayor Carol Benson	X	
	City Administrator		
	City Attorney David Linehan		
	City Clerk – Brenda L. Martinez		
	Com Dev/Nat Res – Andy Williamson		
	Finance – Xavier Masonr		
	MDRT/Ec Dev – Andy Williamson		
	Cost Impact (see also Fiscal Note): \$	Police – Chief Kiblinger	
Fund Source: --	Public Works – Scott Hanis		
Timeline:	Court – Judge Swain/Tawnya Parks		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator			
Attachments:			
SUMMARY STATEMENT:			
Wynstan Larsen was appointed to the Planning Commission in September of 2024. Ms. Larsen has been doing a great job and has expressed interest in remaining on the Commission. Therefore, Mayor Benson is seeking Council confirmation of her reappointment of Wynstan Larsen to the City of Black Diamond’s Planning Commission Position #5; term ending on December 31, 2028.			
FISCAL NOTE (Finance Department): N/A			
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to confirm the Mayor’s reappointment of Wynstan Larsen to Position #5 of the Black Diamond Planning Commission; term ending on December 31, 2028.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
February 6, 2025			



CERTIFICATION

Finance Committee Meeting
Council Date:

January 30, 2025
February 06, 2025

Check No.'s / EFT	Batch Name	Check / EFT Date	Amount
V 55384	1st January Void Batch	01/16/25	\$ -201,579.10
V55461		01/16/25	\$ -145,369.92
55566		01/16/25	\$ 346,949.02
55567	Void - Damaged in printing	01/22/25	\$ 0.00
55568 - 55602	Early 5TH December Final 2024 Batch	01/22/25	\$ 375,049.05
55558 - 55565	2nd January 2025 Batch	01/17/25	\$
55603	Void - Damaged in printing	01/31/25	\$ 0.00
55604 - 55650	3rd January 2025 Batch	01/31/25	\$ 564,538.25
55651 - 55652	1st February 2025 Batch	01/31/25	\$ 19,087.64
		TOTAL	\$ 958,674.94

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: 01/29/2025

CAROL BENSON, MAYOR

DATE



Register

Fiscal: 2025, 2024

Deposit Period: 2025 - February, 2025 - January, 2024 - December

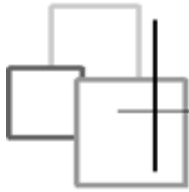
Check Period: 2025 - February - 1st February 2025 Batch, 2025 - January - 1st Jan Void Batch, 2025 - January - 3rd Jan 2025 Batch, 2024 -

December - Early 5th December - Final 2024 Batch

Number	Name	Print Date	Clearing Date	Amount
Umpqua Bank	4026			
Check				
<u>55566</u>	Grindline Skateparks	1/16/2025		\$346,949.02
<u>55567</u>	Amazon Capital Services, Inc.	1/21/2025		Void
<u>55568</u>	Comcast	1/21/2025		\$129.91
<u>55569</u>	Custom Electric & Controls	1/21/2025		\$938.23
<u>55570</u>	Cutters Supply Inc.	1/21/2025		\$50.97
<u>55571</u>	Datec Incorporated	1/21/2025		\$699.59
<u>55572</u>	FCS Group	1/21/2025		\$8,872.50
<u>55573</u>	Financial Consultants International Inc	1/21/2025		\$2,552.94
<u>55574</u>	First Responder Outfitters - TAC	1/21/2025		\$811.62
<u>55575</u>	Home Depot Credit Service	1/21/2025		\$27.20
<u>55576</u>	HWA GeoSciences Inc.	1/21/2025		\$5,018.96
<u>55577</u>	King County Finance - Dpt Nat Resources & Parks Water & Land Resources	1/21/2025		\$11,389.00
<u>55578</u>	King County Finance - I-Net	1/21/2025		\$1,856.00
<u>55579</u>	Larsen Sign Co.	1/21/2025		\$1,084.49
<u>55580</u>	Law Office of Krista White Swain	1/21/2025		\$4,950.00
<u>55581</u>	Madrona Law Group LLC	1/21/2025		\$19,178.00
<u>55582</u>	Mountain View Fire & Rescue	1/21/2025		\$1,635.34
<u>55583</u>	Nelson Truck Equipment & Accessories	1/21/2025		\$539.65
<u>55584</u>	Omiga Solutions LLC	1/21/2025		\$2,400.00
<u>55585</u>	Palmer Coking Coal Company	1/21/2025		\$863.53
<u>55586</u>	Parametrix, Inc.	1/21/2025		\$24,528.88
<u>55587</u>	Puget Sound Energy	1/21/2025		\$17,037.69
<u>55588</u>	RH2 Engineering Inc.	1/21/2025		\$28,654.03
<u>55589</u>	Severson's Building Maintenance	1/21/2025		\$2,450.00
<u>55590</u>	South Correctional Entity	1/21/2025		\$5,532.57
<u>55591</u>	State Auditor's Office	1/21/2025		\$417.30
<u>55592</u>	Tacoma Public Utilities	1/21/2025		\$14,150.57
<u>55593</u>	United Business Machines of WA Inc	1/21/2025		\$58.10
<u>55594</u>	Valley Communications Center	1/21/2025		\$10,708.28
<u>55595</u>	Varius Inc.	1/21/2025		\$47,417.00
<u>55596</u>	Water Management Laboratories, Inc.	1/21/2025		\$56.00
<u>55597</u>	Waters & Woods Inc	1/21/2025		\$10,129.55
<u>55598</u>	City of Renton/EHD	1/21/2025		\$600.00
<u>55599</u>	HydroCorp, LLC	1/21/2025		\$49,560.00

Number	Name	Print Date	Clearing Date	Amount
<u>55600</u>	King County Finance	1/21/2025		\$85,376.29
<u>55601</u>	Raedeke Associates Inc	1/21/2025		\$1,071.00
<u>55602</u>	Tacoma Public Utilities	1/21/2025		\$14,303.86
<u>55604</u>	AHBL, Inc.	1/31/2025		\$28,732.50
<u>55605</u>	AlSCO	1/31/2025		\$219.58
<u>55606</u>	Amazon Capital Services, Inc.	1/31/2025		\$1,495.11
<u>55607</u>	Archive Social	1/31/2025		\$4,784.37
<u>55608</u>	Association of Washington Cities	1/31/2025		\$6,157.00
<u>55609</u>	AT&T Mobility: First Net	1/31/2025		\$3,643.20
<u>55610</u>	AWC - Risk Management Service Agency	1/31/2025		\$420,859.00
<u>55611</u>	Axon Enterprise, Inc.	1/31/2025		\$9,400.32
<u>55612</u>	Big Mountain Electric, Inc	1/31/2025		\$1,305.60
<u>55613</u>	Bill's Locksmith Service Inc.	1/31/2025		\$79.41
<u>55614</u>	Bryant's Tractor & Mower Inc.	1/31/2025		\$180.88
<u>55615</u>	C And B Awards, Engraving	1/31/2025		\$16.31
<u>55616</u>	CenturyLink (WA)	1/31/2025		\$674.50
<u>55617</u>	City of Enumclaw	1/31/2025		\$12,170.00
<u>55618</u>	City of Issaquah	1/31/2025		\$2,205.00
<u>55619</u>	Comcast	1/31/2025		\$33.19
<u>55620</u>	Debbie Gill	1/31/2025		\$24.50
<u>55621</u>	Ferguson Waterworks #3011	1/31/2025		\$2,512.08
<u>55622</u>	Future Vision Programs, Inc	1/31/2025		\$1,525.00
<u>55623</u>	Greater Maple Valley-Black Diamond Chamber of Commerce	1/31/2025		\$300.00
<u>55624</u>	H.D. Fowler Company	1/31/2025		\$57.54
<u>55625</u>	Home Depot Credit Service	1/31/2025		\$644.02
<u>55626</u>	IBS	1/31/2025		\$13.70
<u>55627</u>	Intercom Language Services, Inc.	1/31/2025		\$510.00
<u>55628</u>	International Institute of Municipal Clerks	1/31/2025		\$195.00
<u>55629</u>	Johnsons Home & Garden	1/31/2025		\$387.57
<u>55630</u>	Jose Luis Molnar	1/31/2025		\$120.00
<u>55631</u>	King County Police Chief's Association	1/31/2025		\$50.00
<u>55632</u>	Legend Data Systems, Inc.	1/31/2025		\$88.40
<u>55633</u>	Oakpointe LLC/CCD Black Diamond	1/31/2025		\$46,425.84
<u>55634</u>	Office Products Nationwide	1/31/2025		\$220.84
<u>55635</u>	Palmer Coking Coal Company	1/31/2025		\$621.95
<u>55636</u>	Adriana Reyes,	1/31/2025		\$145.00
<u>55637</u>	Kevin Ross,	1/31/2025		\$237.00
<u>55638</u>	Puget Sound Clean Air Agency	1/31/2025		\$6,796.00
<u>55639</u>	Puget Sound Emergency Radio Network	1/31/2025		\$3,433.56
<u>55640</u>	Somer Johnson	1/31/2025		\$73.21
<u>55641</u>	Starwind Software, Inc	1/31/2025		\$3,261.00
<u>55642</u>	Summit Law Group, PLLC	1/31/2025		\$3,242.00
<u>55643</u>	Michael & Debbie Allen,	1/31/2025		\$340.29
<u>55644</u>	Marcia L. Buranich,	1/31/2025		\$40.40
<u>55645</u>	William & Marci White,	1/31/2025		\$92.50

Number	Name	Print Date	Clearing Date	Amount
<u>55646</u>	David Uhl & Brittany Kelly,	1/31/2025		\$187.02
<u>55647</u>	Bailey Industries, Inc,	1/31/2025		\$117.30
<u>55648</u>	VenTek International	1/31/2025		\$628.56
<u>55649</u>	Wa Association of Sheriffs & Police Chiefs	1/31/2025		\$180.00
<u>55650</u>	Water Management Laboratories, Inc.	1/31/2025		\$112.00
<u>55651</u>	Secure Pacific Corporation	1/31/2025		\$4,445.18
<u>55652</u>	Sorci Family LLC	1/31/2025		\$14,642.46
<u>V 55384</u>	Grindline Skateparks	1/16/2025		(\$201,579.10)
<u>V 55461</u>	Grindline Skateparks	1/16/2025		(\$145,369.92)
		Total	Check	\$958,674.94
		Total	4026	\$958,674.94
		Grand Total		\$958,674.94



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
AHBL, Inc.				
	55604	1/28/2025	2025 - January - 3rd Jan 2025 Batch	
	149929q			
		001-000-257-558-70-49-00	MDRT - Planning Consultant	\$21,522.50
	Total 149929q			\$21,522.50
	55604	12/31/2025	2025 - January - 3rd Jan 2025 Batch	
	149930			
		December 2024 Service		
		001-000-240-558-60-41-01	PLN: Prof Serv - Long Range Planning	\$7,210.00
	Total 149930			\$7,210.00
	Total 55604			\$28,732.50
Total AHBL, Inc.				\$28,732.50
Alsco				
	55605	1/7/2025	2025 - January - 3rd Jan 2025 Batch	
	LTAC1097339			
		PW - Uniforms		
		101-000-000-542-30-31-04	STRT: Uniforms & Safety Supplies	\$27.45
		Streets - Uniforms		
		401-000-000-534-80-31-05	WTR: Uniform Allowance	\$27.45
		Water - Uniforms		
		407-000-000-535-80-31-04	SWR: Uniform Allowance	\$27.44
		Sewer - Uniforms		
		410-000-000-531-10-31-04	STRM: Uniforms and Safety Supplies	\$27.45
		Storm - Uniforms		
	Total LTAC1097339			\$109.79
	55605	1/28/2025	2025 - January - 3rd Jan 2025 Batch	
	LTAC1099332			
		PW - Uniforms		
		101-000-000-542-30-31-04	STRT: Uniforms & Safety Supplies	\$27.45
		Streets - Uniforms		
		401-000-000-534-80-31-05	WTR: Uniform Allowance	\$27.45
		Water - Uniforms		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
		407-000-000-535-80-31-04 Sewer - Uniforms	SWR: Uniform Allowance	\$27.45
		410-000-000-531-10-31-04 Storm - Uniforms	STRM: Uniforms and Safety Supplies	\$27.44
	Total LTAC1099332			\$109.79
	Total 55605			\$219.58
Total Also				\$219.58
Amazon Capital Services, Inc.				
55606	11JD-DVN9-L44K	1/13/2025	2025 - January - 3rd Jan 2025 Batch	
	Fin - Supplies			
	001-000-180-518-50-31-00		CEN SVCS: Operating & Office Supplies	\$59.54
			Post-it's, Breakroom Supplies	
	Total 11JD-DVN9-L44K			\$59.54
55606	11VX-DD4Y-WR7K	1/22/2025	2025 - January - 3rd Jan 2025 Batch	
	PW - Supplies			
	412-000-004-594-31-31-00		Stormwater Capacity: Project Supplies	\$488.51
			Drone	
	Total 11VX-DD4Y-WR7K			\$488.51
55606	13T3-3QWN-YK6G	1/7/2025	2025 - January - 3rd Jan 2025 Batch	
	Clrk - Supplies			
	001-000-180-518-50-31-00		CEN SVCS: Operating & Office Supplies	\$173.64
			Clrk - Office Supplies	
	Total 13T3-3QWN-YK6G			\$173.64
55606	149V-NJFY-Y6JD	1/11/2025	2025 - January - 3rd Jan 2025 Batch	
	PW - Supplies			
	101-000-000-542-30-31-00		STRT: Office & Operating Supplies	\$15.75
	401-000-000-534-80-31-00		WTR: Office & Operating Supplies	\$15.75
	407-000-000-535-80-31-00		SWR: Office & Operating Supplies	\$15.73
	410-000-000-531-10-31-01		STRM: Office & Operating Supplies	\$15.75
	Total 149V-NJFY-Y6JD			\$62.98

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
55606	164P-KH6P-H9HT	1/16/2025	2025 - January - 3rd Jan 2025 Batch	
	PW - Supplies			
	001-000-270-576-80-31-00 Hitch		PRK: Office & Operating Supplies	\$4.68
	001-000-280-536-20-31-00 Hitch		CEM: Office & Operating Supplies	\$2.81
	101-000-000-542-30-31-00 Hitch		STRT: Office & Operating Supplies	\$8.42
	401-000-000-534-80-31-00 Hitch		WTR: Office & Operating Supplies	\$10.29
	407-000-000-535-80-31-00 Hitch		SWR: Office & Operating Supplies	\$10.28
	410-000-000-531-10-31-01 Hitch		STRM: Office & Operating Supplies	\$10.29
	Total 164P-KH6P-H9HT			\$46.77
55606	174K-R9NQ-DVW9	1/20/2025	2025 - January - 3rd Jan 2025 Batch	
	PW - Supplies			
	001-000-270-576-80-31-00 Scan Disk, Paper		PRK: Office & Operating Supplies	\$7.37
	001-000-280-536-20-31-00 Scan Disk, Paper		CEM: Office & Operating Supplies	\$4.42
	101-000-000-542-30-31-00 Scan Disk, Paper		STRT: Office & Operating Supplies	\$13.27
	401-000-000-534-80-31-00 Scan Disk, Paper		WTR: Office & Operating Supplies	\$16.22
	407-000-000-535-80-31-00 Scan Disk, Paper		SWR: Office & Operating Supplies	\$16.21
	410-000-000-531-10-31-01 Scan Disk, Paper		STRM: Office & Operating Supplies	\$16.22
	Total 174K-R9NQ-DVW9			\$73.71
55606	17QY-P3PC-617T	1/15/2025	2025 - January - 3rd Jan 2025 Batch	
	Crt - Supplies			
	001-000-120-512-51-31-00 Self inking stamp		CRT: Office & Operating Supplies	\$9.56
	Total 17QY-P3PC-617T			\$9.56

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
55606	1CDWW-1F7D-DF43 CH - Supplies	1/8/2025	2025 - January - 3rd Jan 2025 Batch	
	001-000-180-518-50-31-00		CEN SVCS: Operating & Office Supplies	\$52.23
	City Hall - Office Supplies			
	Total 1CDWW-1F7D-DF43			\$52.23
55606	1CV7-CFTW-PVVN PW - Supplies	1/17/2025	2025 - January - 3rd Jan 2025 Batch	
	101-000-000-543-50-48-01		STRT: Vehicle Repair & Maintenance	\$108.80
	Heavy Duty Hitch			
	401-000-000-534-80-48-01		WTR: Vehicle Repair & Maintenance	\$108.80
	Heavy Duty Hitch			
	407-000-000-535-80-48-01		SWR: Vehicle Repair & Maintenance	\$108.78
	Heavy Duty Hitch			
	410-000-000-531-10-48-01		STRM: Vehicle Repair & Maintenance	\$108.80
	Heavy Duty Hitch			
	Total 1CV7-CFTW-PVVN			\$435.18
55606	1F4J-3NMV-MQGN PD - Supplies	1/13/2025	2025 - January - 3rd Jan 2025 Batch	
	001-000-210-521-10-31-00		PD: Office & Operating Supplies	\$81.57
	Pens, Post-Its, Post it Dispenser...			
	Total 1F4J-3NMV-MQGN			\$81.57
55606	1GMR-1GL3-HLW CD - Supplies	1/13/2025	2025 - January - 3rd Jan 2025 Batch	
	001-000-240-558-51-31-00		COM DEV: Office & Operating Supplies	\$3.80
	Laminating Supplies			
	001-000-240-558-60-31-00		PLN: Office & Operating Supplies	\$3.79
	Laminating Supplies			
	Total 1GMR-1GL3-HLW			\$7.59
55606	1NWT-NTYW-7FDN Ch - Supplies	1/15/2025	2025 - January - 3rd Jan 2025 Batch	
	001-000-180-518-50-31-00		CEN SVCS: Operating & Office Supplies	\$121.38
	Total 1NWT-NTYW-7FDN			\$121.38

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	55606	1/3/2025	2025 - January - 3rd Jan 2025 Batch	
	1Y3W-1LFK-93KW			
	CD - Supplies			
	001-000-180-518-50-31-00		CEN SVCS: Operating & Office Supplies	\$9.33
	Clerk - Office Supplies			
	001-000-240-558-51-31-00		COM DEV: Office & Operating Supplies	\$1.56
	Com Dev - Office Supplies			
	001-000-240-558-60-31-00		PLN: Office & Operating Supplies	\$1.56
	PLN - Office Supplies			
	Total 1Y3W-1LFK-93KW			\$12.45
	55606	7/6/2022	2025 - January - 3rd Jan 2025 Batch	
	1YKG-TCVP-47QD ADJ 2			
	Reverse Adjusted Inv			
	310-000-002-594-18-62-03		CIP - Gen Govt - Campus Improvements	(\$130.00)
	Total 1YKG-TCVP-47QD ADJ 2			(\$130.00)
	Total 55606			\$1,495.11
Total Amazon Capital Services, Inc.				\$1,495.11
Archive Social				
	55607	2/18/2025	2025 - January - 3rd Jan 2025 Batch	
	326239			
	2025 Archiving Service			
	001-000-145-518-80-41-16		IT: Social Media Archive Costs	\$4,784.37
	Total 326239			\$4,784.37
	Total 55607			\$4,784.37
Total Archive Social				\$4,784.37
Association of Washington Cities				
	55608	1/1/2025	2025 - January - 3rd Jan 2025 Batch	
	134387			
	2025 Membership			
	001-000-180-518-50-49-09		CEN SVCS: AWC Membership	\$5,357.00
	Total 134387			\$5,357.00
	55608	1/1/2025	2025 - January - 3rd Jan 2025 Batch	
	156958			
	2025 Drug & Alcohol Consortium			
	101-000-000-542-30-49-94		PW - Membership Costs-shared	\$200.00
	401-000-000-534-80-49-02		WTR: Dues & Memberships	\$200.00
	407-000-000-535-80-49-02		SWR: Dues & Memberships	\$200.00

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		410-000-000-531-10-49-02	STRM: Dues & Memberships	\$200.00
	Total 156958			\$800.00
	Total 55608			\$6,157.00
	Total Association of Washington Cities			\$6,157.00

AT&T Mobility: First Net

55609	287294109909X 01.05.2025	1/5/2025	2025 - January - 3rd Jan 2025 Batch	
	December 2024 Service			
	001-000-110-511-60-42-00		COUNC: Communications	\$36.43
	03. Council			
	001-000-120-512-51-42-00		CRT: Telephone / DSL / Radios / Air Cards	\$139.90
	01. Court			
	001-000-130-513-10-42-00		MAYOR: Telephone/DSL	\$36.43
	02. Mayor			
	001-000-145-518-80-42-04		IT: Telephone / DSL / Radios / Air Cards	\$373.79
	05. IT			
	001-000-180-518-50-42-00		CEN SVCS: Phones / DSL / Radios / Air Cards	\$418.97
	04. Finance / Clerk			
	001-000-214-521-20-42-00		PD: Telephone / DSL / Radios / Air Cards	\$1,318.84
	10. PD			
	001-000-240-558-51-42-00		COM DEV: Telephone / DSL / Radios / Air Cards	\$280.53
	07. Com Dev			
	001-000-246-558-70-42-00		MDRT: Telephone / DSL / Radios / Air Cards	\$186.53
	08. MDRT			
	001-000-270-576-80-42-00		PRK: Telephone / DSL / Radios / Air Cards	\$36.43
	09. Gym			
	001-000-270-576-80-42-00		PRK: Telephone / DSL / Radios / Air Cards	\$14.85
	11.1 4% Parks			
	001-000-280-536-20-42-00		CEM: Telephone / DSL / Radios / Air Cards	\$163.35
	11.2 2% Cemetery			
	101-000-000-542-30-42-00		STRT: Telephone / DSL / Radios / Air Cards	\$178.20
	11.3 22% Streets			
	401-000-000-534-80-42-00		WTR: Telephone / DSL / Radios / Air Cards	\$178.20
	11.4 24% Water			
	404-000-010-534-80-41-00		SCADA/Telemetry Prof Svs	\$72.86
	12. SCADA Syst			

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name	Amount
		407-000-000-535-80-42-00	SWR: Telephone / DSL / Radios / Air Cards	\$178.19
		11.5 4% Sewer		
		410-000-000-531-10-42-00	STRM: Telephone / DSL / Radios / Air Cards	\$29.70
		11..6 24 % Storm		
	Total 287294109909X 01.05.2025			\$3,643.20
	Total 55609			\$3,643.20
Total AT&T Mobility: First Net				\$3,643.20
AWC - Risk Management Service Agency				
	55610	1/1/2025	2025 - January - 3rd Jan 2025 Batch	
	156712	2025 Risk Mgmnt Assessment		
		001-000-120-512-51-46-00	CRT: Insurance	\$8,417.18
		001-000-137-514-21-46-00	CLK: Insurance	\$8,417.18
		001-000-140-514-23-46-00	FIN: Insurance	\$8,417.18
		001-000-145-518-80-46-00	IT: Insurance	\$4,208.59
		001-000-180-518-50-46-00	CEN SVCS: Insurance	\$4,208.59
		001-000-210-521-10-46-00	PD: Insurance	\$143,092.06
		001-000-240-558-51-46-00	COM DEV: Insurance	\$25,251.54
		001-000-240-558-60-46-00	PLN: Insurance	\$4,208.59
		001-000-246-558-70-46-00	MDRT: Insurance	\$46,294.49
		001-000-248-518-20-46-00	MDRT: Insurance	\$4,208.59
		001-000-254-518-20-46-00	CH: Insurance	\$4,208.59
		001-000-254-518-21-46-00	MOD: Insurance	\$4,208.59
		001-000-270-575-30-46-00	PRK: Insurance Museum	\$8,417.18
		001-000-270-575-51-46-00	GYM: Insurance	\$4,208.59
		001-000-270-576-80-46-00	PRK: Insurance	\$8,417.18
		001-000-280-536-20-46-00	CEM: Insurance	\$4,208.59
		101-000-000-542-30-46-00	STRT: Insurance	\$16,834.36
		401-000-000-534-80-46-00	WTR: Insurance	\$67,337.44
		407-000-000-535-80-46-00	SWR: Insurance	\$29,460.13
		410-000-000-531-10-46-00	STRM: Insurance	\$16,834.36
	Total 156712			\$420,859.00
	Total 55610			\$420,859.00
Total AWC - Risk Management Service Agency				\$420,859.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Axon Enterprise, Inc.				
	55611	1/1/2025	2025 - January - 3rd Jan 2025 Batch	
	INUS5311573			
		2025 - Certification		
		001-000-210-521-10-48-03	PD: Body Cameras & Service	\$9,400.32
		Taser 7 Cert Bundle		
	Total INUS5311573			\$9,400.32
	Total 55611			\$9,400.32
Total Axon Enterprise, Inc.				\$9,400.32
Big Mountain Electric, Inc				
	55612	1/10/2025	2025 - January - 3rd Jan 2025 Batch	
	5572			
		January 2025 Service		
		001-000-240-558-51-49-99	COM DEV: Bldg Rent, Mtc, Sup, Util, Security	\$90.67
		Repaired Tripped Breaker		
		001-000-240-558-60-48-00	PLN: BLD Repairs & Maintenance	\$90.67
		Repaired Tripped Breaker		
		001-000-254-518-20-48-00	CH: BLD Repair & Maintenance	\$90.66
		Repaired Tripped Breaker		
	Total 5572			\$272.00
	55612	1/20/2025	2025 - January - 3rd Jan 2025 Batch	
	5580			
		January 2025 Service		
		001-000-530-522-10-48-00	FIRE - Repair & Mtc. of Bldg & Equip.	\$1,033.60
		Repair Bath Fan @ Fire Station		
	Total 5580			\$1,033.60
	Total 55612			\$1,305.60
Total Big Mountain Electric, Inc				\$1,305.60
Bill's Locksmith Service Inc.				
	55613	1/9/2025	2025 - January - 3rd Jan 2025 Batch	
	128851			
		PD - Supplies		
		001-000-210-521-10-31-00	PD: Office & Operating Supplies	\$79.41
		Keys		
	Total 128851			\$79.41
	Total 55613			\$79.41
Total Bill's Locksmith Service Inc.				\$79.41

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Bryant's Tractor & Mower Inc.				
	55614	1/23/2025	2025 - January - 3rd Jan 2025 Batch	
	310521			
		PW - Equip Maint		
		101-000-000-543-50-48-02	STRT: Equipment Repair & Maintenance	\$45.22
		Mower Maint		
		401-000-000-534-80-48-02	WTR: Equipment Repair & Maintenance	\$45.22
		Mower Maint		
		407-000-000-535-80-48-02	SWR: Equipment Repair & Maintenance	\$45.22
		Mower Maint		
		410-000-000-531-10-48-02	STRM: Equipment Repair & Maintenance	\$45.22
		Mower Maint		
	Total 310521			\$180.88
	Total 55614			\$180.88
	Total Bryant's Tractor & Mower Inc.			\$180.88
C And B Awards, Engraving				
	55615	1/24/2025	2025 - January - 3rd Jan 2025 Batch	
	11161			
		Building Signs		
		001-000-180-518-50-31-00	CEN SVCS: Operating & Office Supplies	\$16.31
		New Hours of Operation		
	Total 11161			\$16.31
	Total 55615			\$16.31
	Total C And B Awards, Engraving			\$16.31
CenturyLink (WA)				
	55616	1/12/2025	2025 - January - 3rd Jan 2025 Batch	
	3333977608 01.12.2025			
		December 2024 Service		
		401-000-000-534-80-42-00	WTR: Telephone / DSL / Radios / Air Cards	\$377.62
		360-886-7235 830B: Water Reservoir		
		407-000-000-535-80-42-00	SWR: Telephone / DSL / Radios / Air Cards	\$72.85
		360-886-0474 006B: Ridge Sewer Pump Station		
		407-000-000-535-80-42-00	SWR: Telephone / DSL / Radios / Air Cards	\$84.64
		360-886-8146 712B: Old Lawson Pump Station		
		407-000-000-535-80-42-00	SWR: Telephone / DSL / Radios / Air Cards	\$70.19
		360-886-2835 784B: Morganville Pump Station		
		407-000-000-535-80-42-00	SWR: Telephone / DSL / Radios / Air Cards	\$69.20

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			360-886-0537 580B: Diamond Glen Sewer	
	Total 3333977608 01.12.2025			\$674.50
	Total 55616			\$674.50
Total CenturyLink (WA)				\$674.50
City of Enumclaw				
	55617	1/24/2025	2025 - January - 3rd Jan 2025 Batch	
	Invoice - 1/24/2025 10:18:28 AM			
	4th Qtr 2024 Service			
	001-000-211-523-60-49-00		PD: Jail Costs	\$8,330.00
	92 days (Guaranteed Bed)			
	001-000-211-523-60-49-00		PD: Jail Costs	\$3,840.00
	32 days (Additional Bed)			
	Total Invoice - 1/24/2025 10:18:28 AM			\$12,170.00
	Total 55617			\$12,170.00
Total City of Enumclaw				\$12,170.00
City of Issaquah				
	55618	8/6/2024	2025 - January - 3rd Jan 2025 Batch	
	24000329			
	June 2024 Service			
	001-000-211-523-60-49-00		PD: Jail Costs	\$2,205.00
	15 days			
	Total 24000329			\$2,205.00
	Total 55618			\$2,205.00
Total City of Issaquah				\$2,205.00
City of Renton/EHD				
	55598	1/3/2024	2024 - December - Early 5th December - Final 2024 Batch	
	61917			
	December 2024 Service			
	001-000-211-523-60-49-01		PD: Electronic Home Monitor Costs	\$600.00
	Total 61917			\$600.00
	Total 55598			\$600.00
Total City of Renton/EHD				\$600.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Comcast				
	55568	12/13/2024	2024 - December - Early 5th December - Final 2024 Batch	
	8498 34 014 0160559 12.13.2024			
	December 2024 Service			
	001-000-212-521-50-49-04		PD: Security	\$129.91
	Boat Launch			
	Total 8498 34 014 0160559 12.13.2024			\$129.91
	Total 55568			\$129.91
	55619	1/5/2025	2025 - January - 3rd Jan 2025 Batch	
	8498 34 014 0152887 01.05.2025			
	January 2025 Service			
	001-000-214-521-20-42-00		PD: Telephone / DSL / Radios / Air Cards	\$14.62
	PD Cable 0152887			
	Total 8498 34 014 0152887 01.05.2025			\$14.62
	55619	1/3/2025	2025 - January - 3rd Jan 2025 Batch	
	8498 34 014 0155476 01.03.2025			
	January 2025 Service			
	001-000-191-525-60-31-00		EM - Supplies	\$18.57
	EM Cable 0125628			
	Total 8498 34 014 0155476 01.03.2025			\$18.57
	Total 55619			\$33.19
	Total Comcast			\$163.10
Custom Electric & Controls				
	55569	12/2/2025	2024 - December - Early 5th December - Final 2024 Batch	
	23062			
	PW - Eq Maint			
	407-000-000-535-80-48-03		SWR: System Repair & Maint-Ext/Int	\$938.23
	Morgan Lift Station			
	Total 23062			\$938.23
	Total 55569			\$938.23
	Total Custom Electric & Controls			\$938.23
Cutters Supply Inc.				
	55570	12/10/2024	2024 - December - Early 5th December - Final 2024 Batch	
	158293			
	PW - Supplies			
	101-000-000-543-50-48-02		STRT: Equipment Repair & Maintenance	\$12.74
	401-000-000-534-80-48-02		WTR: Equipment Repair & Maintenance	\$12.74

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
		407-000-000-535-80-48-02	SWR: Equipment Repair & Maintenance	\$12.74
		410-000-000-531-10-48-02	STRM: Equipment Repair & Maintenance	\$12.75
	Total 158293			\$50.97
Total 55570				\$50.97
Total Cutters Supply Inc.				\$50.97
Datec Incorporated				
	55571	4/11/2024	2024 - December - Early 5th December - Final 2024 Batch	
	63285			
		PD Supplies		
		510-000-300-594-21-64-00	Police Vehicles-replace	\$699.59
		Electronic Eq		
	Total 63285			\$699.59
Total 55571				\$699.59
Total Datec Incorporated				\$699.59
Debbie Gill				
	55620	1/24/2025	2025 - January - 3rd Jan 2025 Batch	
	01242025 DG			
		Employee Reimbursement		
		001-000-210-521-10-43-00	PD: Lodging, Meals & Mileage	\$24.50
		Leadership Training - Fed Way - 35 miles round trip		
	Total 01242025 DG			\$24.50
Total 55620				\$24.50
Total Debbie Gill				\$24.50
FCS Group				
	55572	12/31/2024	2024 - December - Early 5th December - Final 2024 Batch	
	3647-22412117			
		December 2024 Service		
		310-000-036-522-10-41-00	CEN SERV - Fiscal & Fire Analysis	\$4,020.00
		Fire Service Study		
	Total 3647-22412117			\$4,020.00
	55572	12/31/2024	2024 - December - Early 5th December - Final 2024 Batch	
	3972-22412109			
		December 2024 Service		
		404-000-011-534-80-41-00	WTR - Comp Plan	\$4,852.50

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Water Comp Plan		
	Total 3972-22412109			\$4,852.50
	Total 55572			\$8,872.50
Total FCS Group				\$8,872.50
Ferguson Waterworks #3011				
	55621	1/18/2025	2025 - January - 3rd Jan 2025 Batch	
	0067163			
	PW - Supplies			
	401-000-000-534-80-31-04		WTR: Meters & Related Costs	\$2,512.08
		Replacement Registers		
	Total 0067163			\$2,512.08
	Total 55621			\$2,512.08
Total Ferguson Waterworks #3011				\$2,512.08
Financial Consultants International Inc				
	55573	12/31/2024	2024 - December - Early 5th December - Final 2024 Batch	
	18462			
	PD - Veh Accessories			
	510-000-300-594-21-64-00		Police Vehicles-replace	\$2,552.94
	Total 18462			\$2,552.94
	Total 55573			\$2,552.94
Total Financial Consultants International Inc				\$2,552.94
First Responder Outfitters - TAC				
	55574	12/20/2024	2024 - December - Early 5th December - Final 2024 Batch	
	12879-3			
	PD - Uniforms			
	001-000-215-521-10-31-00		PD: Marine Operating Supplies VRF	\$811.62
		Uniforms		
	Total 12879-3			\$811.62
	Total 55574			\$811.62
Total First Responder Outfitters - TAC				\$811.62

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Future Vision Programs, Inc				
	55622	1/23/2025	2025 - January - 3rd Jan 2025 Batch	
	01232025 FV			
		January 2025 Service		
		001-000-121-512-51-41-02	CRT: AOC-Therapeutic Grant 07/01/2024 - 06/30/2025	\$1,525.00
	Total 01232025 FV			\$1,525.00
	Total 55622			\$1,525.00
	Total Future Vision Programs, Inc			\$1,525.00
Greater Maple Valley-Black Diamond Chamber of Commerce				
	55623	1/8/2025	2025 - January - 3rd Jan 2025 Batch	
	1514			
		2025 Membership		
		001-000-180-518-50-49-02	CEN SVCS: Dues & Memberships	\$300.00
	Total 1514			\$300.00
	Total 55623			\$300.00
	Total Greater Maple Valley-Black Diamond Chamber of Commerce			\$300.00
Grindline Skateparks				
	55566	11/25/2024	2025 - January - 1st Jan Void Batch	
	R 6485			
		Reissue Check Lost in Mail		
		310-000-037-594-76-64-00	Skate Park: Construction	\$201,579.10
		Construction Phase		
	Total R 6485			\$201,579.10
	55566	12/20/2024	2025 - January - 1st Jan Void Batch	
	R 6502			
		Reissue Check Lost in Mail		
		310-000-037-594-76-64-00	Skate Park: Construction	\$145,369.92
		Construction Phase		
	Total R 6502			\$145,369.92
	Total 55566			\$346,949.02
	V 55384	11/25/2024	2025 - January - 1st Jan Void Batch	
	6485 V			
		Void Check Lost in Mail		
		310-000-037-594-76-64-00	Skate Park: Construction	(\$201,579.10)

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Construction Phase		
	Total 6485 V			(\$201,579.10)
	Total V 55384			(\$201,579.10)
	V 55461	1/16/2025	2025 - January - 1st Jan Void Batch	
	V 6502			
	Void Ck Lost in Mail			
	310-000-037-594-76-64-00		Skate Park: Construction	(\$145,369.92)
		Construction Phase		
	Total V 6502			(\$145,369.92)
	Total V 55461			(\$145,369.92)
	Total Grindline Skateparks			\$0.00
H.D. Fowler Company				
	55624	1/22/2025	2025 - January - 3rd Jan 2025 Batch	
	I6918864			
	PW Supplies			
	410-000-000-531-10-48-03		STRM: System Repair & Maintenance	\$57.54
		Storm Pipe Repair		
	Total I6918864			\$57.54
	Total 55624			\$57.54
	Total H.D. Fowler Company			\$57.54
Home Depot Credit Service				
	55575	11/13/2024	2024 - December - Early 5th December - Final 2024 Batch	
	9510432			
	MDRT - Supplies			
	001-000-246-558-70-49-00		MDRT: Miscellaneous	\$27.20
		Light		
	Total 9510432			\$27.20
	Total 55575			\$27.20
	55625	1/20/2025	2025 - January - 3rd Jan 2025 Batch	
	1013622			
	PW - Supplies			
	101-000-000-542-30-31-00		STRT: Office & Operating Supplies	\$24.54
		Tool Box		
	401-000-000-534-80-31-00		WTR: Office & Operating Supplies	\$24.54
		Tool Box		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
		407-000-000-535-80-31-00 Tool Box	SWR: Office & Operating Supplies	\$24.53
		410-000-000-531-10-31-01 Tool Box	STRM: Office & Operating Supplies	\$24.54
	Total 1013622			\$98.15
55625		1/19/2025	2025 - January - 3rd Jan 2025 Batch	
	1013623			
		CH - Bldg Maint		
		310-000-002-594-18-62-03 Cutters, Silicone, Clips for sink repair	CIP - Gen Govt - Campus Improvements	\$22.83
	Total 1013623			\$22.83
55625		1/18/2025	2025 - January - 3rd Jan 2025 Batch	
	2011428			
		CH - Bldg Maint		
		310-000-002-594-18-62-03 Misc pipes, connectors, hose for sink repair	CIP - Gen Govt - Campus Improvements	\$268.24
	Total 2011428			\$268.24
55625		1/18/2025	2025 - January - 3rd Jan 2025 Batch	
	2536811			
		CH - Bldg Maint		
		310-000-002-594-18-62-03 Valve for Sink Repair	CIP - Gen Govt - Campus Improvements	\$18.05
	Total 2536811			\$18.05
55625		1/9/2025	2025 - January - 3rd Jan 2025 Batch	
	2544387			
		EM - Supplies		
		001-000-191-525-60-31-00 Water	EM - Supplies	\$42.22
	Total 2544387			\$42.22
55625		1/9/2025	2025 - January - 3rd Jan 2025 Batch	
	2621618			
		PW - Supplies		
		101-000-000-542-30-31-00 Bottled Water	STRT: Office & Operating Supplies	\$12.50
		401-000-000-534-80-31-00 Bottled Water	WTR: Office & Operating Supplies	\$12.50
		407-000-000-535-80-31-00 Bottled Water	SWR: Office & Operating Supplies	\$12.49

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		410-000-000-531-10-31-01	STRM: Office & Operating Supplies	\$12.50
		Bottled Water		
	Total 2621618			\$49.99
55625		1/18/2025	2025 - January - 3rd Jan 2025 Batch	
	3515801			
		CH - Bldg Maint		
		310-000-002-594-18-62-03	CIP - Gen Govt - Campus Improvements	\$100.45
		Faucet, misc plumbing supplies for sink repair		
	Total 3515801			\$100.45
55625		1/23/2025	2025 - January - 3rd Jan 2025 Batch	
	8516784			
		PD - Bldg Maint		
		001-000-212-521-50-48-00	PD: Bldg Repairs & Maintenance	\$16.33
		Filters		
	Total 8516784			\$16.33
55625		1/22/2025	2025 - January - 3rd Jan 2025 Batch	
	9524098			
		EM - Supplies		
		001-000-191-525-60-31-00	EM - Supplies	\$27.76
		Water		
	Total 9524098			\$27.76
	Total 55625			\$644.02
	Total Home Depot Credit Service			\$671.22
HWA GeoSciences Inc.				
55576		12/31/2024	2024 - December - Early 5th December - Final 2024 Batch	
	37217			
		December 2024 Service		
		001-000-257-558-70-41-05	MDRT - Geotech	\$2,015.00
	Total 37217			\$2,015.00
55576		12/31/2024	2024 - December - Early 5th December - Final 2024 Batch	
	37226			
		December 2024 Service		
		001-000-257-558-70-41-05	MDRT - Geotech	\$930.00
	Total 37226			\$930.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	55576	12/31/2024	2024 - December - Early 5th December - Final 2024 Batch	
	37245			
		December 2024 Service		
		101-000-000-542-30-41-00	STRT: Professional Services	\$2,073.96
	Total 37245			\$2,073.96
	Total 55576			\$5,018.96
Total HWA GeoSciences Inc.				\$5,018.96
HydroCorp, LLC				
	55599	12/31/2024	2024 - December - Early 5th December - Final 2024 Batch	
	CI-04210			
		Back Flow Testing Through 12.2024		
		401-000-000-534-80-41-16	WTR: Backflow Testing	\$49,560.00
	Total CI-04210			\$49,560.00
	Total 55599			\$49,560.00
Total HydroCorp, LLC				\$49,560.00
IBS				
	55626	1/15/2025	2025 - January - 3rd Jan 2025 Batch	
	866141-1			
		PW - Supplies		
		001-000-270-576-80-31-00	PRK: Office & Operating Supplies	\$1.37
		001-000-280-536-20-31-00	CEM: Office & Operating Supplies	\$0.82
		101-000-000-542-30-31-00	STRT: Office & Operating Supplies	\$2.47
		401-000-000-534-80-31-00	WTR: Office & Operating Supplies	\$3.01
		407-000-000-535-80-31-00	SWR: Office & Operating Supplies	\$3.02
		410-000-000-531-10-31-01	STRM: Office & Operating Supplies	\$3.01
	Total 866141-1			\$13.70
	Total 55626			\$13.70
Total IBS				\$13.70
Intercom Language Services, Inc.				
	55627	1/17/2025	2025 - January - 3rd Jan 2025 Batch	
	25-006			
		January 2025 Service		
		001-000-120-512-51-41-04	CRT: Interpreter	\$510.00
	Total 25-006			\$510.00
	Total 55627			\$510.00
Total Intercom Language Services, Inc.				\$510.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
International Institute of Municipal Clerks				
	55628	1/9/2025	2025 - January - 3rd Jan 2025 Batch	
	01092025 IIMC			
		2025 Membership - B Martinez		
		001-000-137-514-21-49-02	CLK: Dues & Memberships	\$195.00
		2025 Membership - Brenda Martinez		
	Total 01092025 IIMC			\$195.00
	Total 55628			\$195.00
	Total International Institute of Municipal Clerks			\$195.00
Johnsons Home & Garden				
	55629	1/7/2025	2025 - January - 3rd Jan 2025 Batch	
	484623			
		PW - Supplies		
		001-000-270-576-80-31-00	PRK: Office & Operating Supplies	\$11.79
		Parks Operating		
		001-000-280-536-20-31-00	CEM: Office & Operating Supplies	\$7.08
		Cemetery Operating		
		101-000-000-542-30-31-00	STRT: Office & Operating Supplies	\$21.25
		Streets Operating		
		401-000-000-534-80-31-00	WTR: Office & Operating Supplies	\$25.97
		Water Operating		
		407-000-000-535-80-31-00	SWR: Office & Operating Supplies	\$25.98
		Sewer Operating		
		410-000-000-531-10-31-01	STRM: Office & Operating Supplies	\$25.97
		Storm Operating		
	Total 484623			\$118.04
	55629	1/17/2025	2025 - January - 3rd Jan 2025 Batch	
	484838			
		PW - Supplies		
		001-000-280-536-20-31-00	CEM: Office & Operating Supplies	\$7.61
		Hose Hanger		
		101-000-000-543-50-35-00	STRT: Small Tools & Safety Equipment	\$32.05
		Small tools		
		401-000-000-534-80-31-00	WTR: Office & Operating Supplies	\$17.82
		Flare Nuts		
		401-000-000-534-80-35-00	WTR: Small Tools & Safety Equip	\$32.05
		Small tools		
		407-000-000-535-80-35-00	SWR: Small Tools & Safety Equipment	\$32.05
		Small tools		

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
		410-000-000-531-10-35-00	STRM: Small Tools and Safety Equipment	\$32.05
		Small tools		
	Total 484838			\$153.63
55629		1/19/2025	2025 - January - 3rd Jan 2025 Batch	
	484863			
		CH - Building Maint		
		310-000-002-594-18-62-03	CIP - Gen Govt - Campus Improvements	\$19.58
		Tools for CH sink repair		
	Total 484863			\$19.58
55629		1/25/2025	2025 - January - 3rd Jan 2025 Batch	
	484951			
		PW - Supplies		
		401-000-000-534-80-31-00	WTR: Office & Operating Supplies	\$96.32
		Gate Valves		
	Total 484951			\$96.32
	Total 55629			\$387.57
Total Johnsons Home & Garden				\$387.57
Jose Luis Molnar				
55630		1/22/2025	2025 - January - 3rd Jan 2025 Batch	
	4872			
		January 2025 Service		
		001-000-120-512-51-41-04	CRT: Interpreter	\$120.00
	Total 4872			\$120.00
	Total 55630			\$120.00
Total Jose Luis Molnar				\$120.00
King County Finance				
55600		12/31/2024	2024 - December - Early 5th December - Final 2024 Batch	
	138899-138899			
		12.2024 Service		
		101-000-000-542-64-48-01	STRT: Traffic Signal Maintenance	\$2,569.13
	Total 138899-138899			\$2,569.13

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	55600	12/31/2004	2024 - December - Early 5th December - Final 2024 Batch	
	139051-139051			
	2024 Overlay Program			
	320-000-002-595-30-63-00		Street Preservation	\$82,807.16
	Total 139051-139051			\$82,807.16
	Total 55600			\$85,376.29
	Total King County Finance			\$85,376.29
King County Finance - Dpt Nat Resources & Parks Water & Land Resources				
	55577	12/30/2024	2024 - December - Early 5th December - Final 2024 Batch	
	138698			
	May - Oct 2024 Service			
	410-000-000-531-10-41-03		STRM: King County Water Quality - Testing and Lab	\$11,389.00
	Total 138698			\$11,389.00
	Total 55577			\$11,389.00
	Total King County Finance - Dpt Nat Resources & Parks Water & Land Resources			\$11,389.00
King County Finance - I-Net				
	55578	12/31/2024	2024 - December - Early 5th December - Final 2024 Batch	
	11015338			
	December 2024 Service			
	001-000-145-518-80-42-03		IT: Comm - INET Costs - First Net	\$1,135.00
	Total 11015338			\$1,135.00
	55578	12/30/2024	2024 - December - Early 5th December - Final 2024 Batch	
	2161510			
	December 2024 Service			
	001-000-246-558-70-49-00		MDRT: Miscellaneous	\$721.00
			GIS assistance for Large Mailing	
	Total 2161510			\$721.00
	Total 55578			\$1,856.00
	Total King County Finance - I-Net			\$1,856.00

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
King County Police Chief's Association				
	55631	1/1/2025	2025 - January - 3rd Jan 2025 Batch	
	25-003			
		2025 Membership Dues		
		001-000-210-521-10-49-02	PD: Dues & Memberships	\$50.00
	Total 25-003			\$50.00
	Total 55631			\$50.00
Total King County Police Chief's Association				\$50.00
Larsen Sign Co.				
	55579	1/8/2024	2024 - December - Early 5th December - Final 2024 Batch	
	35495			
		December 2024 Service		
		001-000-210-521-10-48-01	PD: Vehicle/Eq. Mtc. & Repair	\$1,084.49
		Vehicle Decals		
	Total 35495			\$1,084.49
	Total 55579			\$1,084.49
Total Larsen Sign Co.				\$1,084.49
Law Office of Krista White Swain				
	55580	12/31/2024	2024 - December - Early 5th December - Final 2024 Batch	
	12.20.2024 LOKWS			
		December 2024 Service		
		001-000-120-512-51-41-00	CRT: Judge	\$400.00
		Additional Calendar		
		001-000-120-512-51-41-00	CRT: Judge	\$4,200.00
		Regular Calendar		
		001-000-121-512-51-41-02	CRT: AOC-Therapeutic Grant 07/01/2024 - 06/30/2025	\$350.00
		Therapeutic Court Supplement		
	Total 12.20.2024 LOKWS			\$4,950.00
	Total 55580			\$4,950.00
Total Law Office of Krista White Swain				\$4,950.00
Legend Data Systems, Inc.				
	55632	1/7/2025	2025 - January - 3rd Jan 2025 Batch	
	141154			
		January 2025 Employee Badges		
		001-000-180-518-50-41-03	CEN SVCS: Hiring/Employment costs	\$88.40

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Name Badges		
	Total 141154			\$88.40
	Total 55632			\$88.40
	Total Legend Data Systems, Inc.			\$88.40
Madrona Law Group LLC				
	55581	12/31/2024	2024 - December - Early 5th December - Final 2024 Batch	
	12873			
		December 2024 Service		
		001-000-150-515-45-41-10	Legal Lawsuits/Other Charges	\$469.00
		RE: Historic Fire Station Grant		
	Total 12873			\$469.00
	55581	12/31/2024	2024 - December - Early 5th December - Final 2024 Batch	
	12874			
		December 2024 Service		
		001-000-150-515-41-41-40	Legal Svs Development Permits	\$4,397.00
		CD - Permit Review		
	Total 12874			\$4,397.00
	55581	12/31/2024	2024 - December - Early 5th December - Final 2024 Batch	
	12876			
		December 2024 Service		
		001-000-150-515-41-41-01	Legal Services-General Govt	\$2,576.70
		General City Billing		
		101-000-000-542-30-41-15	STRT: Legal Costs	\$572.60
		General City Billing		
		401-000-000-534-80-41-04	WTR: Legal Svcs	\$858.90
		General City Billing		
		407-000-000-535-80-41-09	SWR: Legal Costs	\$858.90
		General City Billing		
		410-000-000-531-10-41-01	STRM: Legal Costs	\$858.90
		General City Billing		
	Total 12876			\$5,726.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
55581	12877	12/31/2024	2024 - December - Early 5th December - Final 2024 Batch	
		December 2024 Service		
		001-000-150-515-41-41-36	Legal - Code Enforcement	\$2,345.00
		CD - Code Enforcement - Gokey		
	Total 12877			\$2,345.00
55581	12878	12/31/2024	2024 - December - Early 5th December - Final 2024 Batch	
		December 2024 Service		
		001-000-150-515-41-41-02	Legal - Employment	\$134.00
		Employment		
	Total 12878			\$134.00
55581	12879	12/31/2024	2024 - December - Early 5th December - Final 2024 Batch	
		December 2024 Service		
		001-000-257-558-70-41-00	MDRT - Legal Services	\$4,120.50
		MDRT / OakPoint		
	Total 12879			\$4,120.50
55581	12880	12/31/2024	2024 - December - Early 5th December - Final 2024 Batch	
		December 2024 Service		
		001-000-150-515-41-41-17	Legal - Public Disc/Oth	\$1,919.50
		Public Records Requets Advice		
	Total 12880			\$1,919.50
55581	12882	12/31/2024	2024 - December - Early 5th December - Final 2024 Batch	
		December 2024 Service		
		001-000-150-515-41-41-41	Legal Costs-TDR'S	\$67.00
		TDR		
	Total 12882			\$67.00
	Total 55581			\$19,178.00
Total Madrona Law Group LLC				\$19,178.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Mountain View Fire & Rescue				
55582	25-001	1/17/2025	2024 - December - Early 5th December - Final 2024 Batch	
		October & December 2024 Service		
		001-000-240-558-51-41-04	COM DEV: Fire Inspection & Plan Check	\$1,635.34
		Fire Inspection & Plan Check		
	Total 25-001			\$1,635.34
	Total 55582			\$1,635.34
Total Mountain View Fire & Rescue				\$1,635.34
Nelson Truck Equipment & Accessories				
55583	758302	12/5/2025	2024 - December - Early 5th December - Final 2024 Batch	
		PW - Equip Repair		
		101-000-000-543-50-48-02	STRT: Equipment Repair & Maintenance	\$134.91
		401-000-000-534-80-48-02	WTR: Equipment Repair & Maintenance	\$134.91
		407-000-000-535-80-48-02	SWR: Equipment Repair & Maintenance	\$134.92
		410-000-000-531-10-48-02	STRM: Equipment Repair & Maintenance	\$134.91
	Total 758302			\$539.65
	Total 55583			\$539.65
Total Nelson Truck Equipment & Accessories				\$539.65
Oakpointe LLC/CCD Black Diamond				
55633	01.23.2025 O CCD	1/23/2025	2025 - January - 3rd Jan 2025 Batch	
		Concurrency		
		109-000-000-595-64-41-00	Traffic Impact Mitigation	\$465.64
		112-000-000-518-65-00-00	Traffic Impact Improvements	\$3,711.35
		112-000-000-518-65-00-00	Traffic Impact Improvements	\$42,248.85
	Total 01.23.2025 O CCD			\$46,425.84
	Total 55633			\$46,425.84
Total Oakpointe LLC/CCD Black Diamond				\$46,425.84
Office Products Nationwide				
55634	1247925-0	1/10/2025	2025 - January - 3rd Jan 2025 Batch	
		PD - Supplies		
		001-000-210-521-10-31-00	PD: Office & Operating Supplies	\$220.84

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		PD Office Supplies		
	Total 1247925-0			\$220.84
	Total 55634			\$220.84
	Total Office Products Nationwide			\$220.84
Omiga Solutions LLC				
	55584	11/6/2024	2024 - December - Early 5th December - Final 2024 Batch	
	1148			
		2024 Service		
		001-000-120-512-51-48-02	CRT: O Court Mtc.	\$2,400.00
	Total 1148			\$2,400.00
	Total 55584			\$2,400.00
	Total Omiga Solutions LLC			\$2,400.00
Palmer Coking Coal Company				
	55585	12/20/2024	2024 - December - Early 5th December - Final 2024 Batch	
	93268			
		PW - Supplies		
		001-000-270-576-80-31-00	PRK: Office & Operating Supplies	\$86.35
		Gravel		
		001-000-280-536-20-31-00	CEM: Office & Operating Supplies	\$51.81
		Gravel		
		101-000-000-542-30-31-00	STRT: Office & Operating Supplies	\$155.44
		Gravel		
		401-000-000-534-80-31-00	WTR: Office & Operating Supplies	\$189.98
		Gravel		
		407-000-000-535-80-31-00	SWR: Office & Operating Supplies	\$189.97
		Gravel		
		410-000-000-531-10-31-01	STRM: Office & Operating Supplies	\$189.98
		Gravel		
	Total 93268			\$863.53
	Total 55585			\$863.53
	55635	1/2/2025	2025 - January - 3rd Jan 2025 Batch	
	93331			
		PW - Supplies		
		001-000-270-576-80-31-00	PRK: Office & Operating Supplies	\$8.01
		Gravel		

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
		001-000-280-536-20-31-00 Gravel	CEM: Office & Operating Supplies	\$4.81
		101-000-000-542-30-31-00 Gravel	STRT: Office & Operating Supplies	\$14.43
		401-000-000-534-80-31-00 Gravel	WTR: Office & Operating Supplies	\$17.63
		407-000-000-535-80-31-00 Gravel	SWR: Office & Operating Supplies	\$17.63
		410-000-000-531-10-31-01 Gravel	STRM: Office & Operating Supplies	\$17.63
	Total 93331			\$80.14
55635		1/8/2025	2025 - January - 3rd Jan 2025 Batch	
	93386			
		PW - Supplies		
		401-000-000-534-80-31-01 Gravel for restoration of customer yard	WTR: Office Supplies	\$29.78
	Total 93386			\$29.78
55635		1/13/2025	2025 - January - 3rd Jan 2025 Batch	
	93431			
		PW - Supplies		
		101-000-000-542-30-48-00 Gravel	STRT: Repair and Maintenance	\$69.31
	Total 93431			\$69.31
55635		1/15/2025	2025 - January - 3rd Jan 2025 Batch	
	93456			
		PW - Supplies		
		101-000-000-542-30-48-00 Gravel	STRT: Repair and Maintenance	\$340.45
	Total 93456			\$340.45
55635		1/23/2025	2025 - January - 3rd Jan 2025 Batch	
	93554			
		PW - Supplies		
		001-000-270-576-80-48-02 Gravel - Lk Sawyer / Boat Launch	PRK: Maintenance & Repairs	\$102.27
	Total 93554			\$102.27
	Total 55635			\$621.95
Total Palmer Coking Coal Company				\$1,485.48

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
Parametrix, Inc.				
55586	63168	1/7/2025	2024 - December - Early 5th December - Final 2024 Batch	
		December 2024 Service		
		310-000-038-594-58-62-00	Comp PI Update-State DOE Grant	\$1,436.25
	Total 63168			\$1,436.25
55586	63185	1/8/2025	2024 - December - Early 5th December - Final 2024 Batch	
		December 2024 Service		
		001-000-257-558-70-41-03	MDRT - Traffic Engineering-Parametrix	\$2,420.00
	Total 63185			\$2,420.00
55586	63186	1/8/2025	2024 - December - Early 5th December - Final 2024 Batch	
		December 2024 Service		
		001-000-257-558-70-41-03	MDRT - Traffic Engineering-Parametrix	\$3,177.50
	Total 63186			\$3,177.50
55586	63188	1/8/2025	2024 - December - Early 5th December - Final 2024 Batch	
		December 2024 Service		
		101-000-000-542-30-41-13	STRT: Prof Service - Eng. Civil Review	\$1,247.50
	Total 63188			\$1,247.50
55586	63248	1/8/2025	2024 - December - Early 5th December - Final 2024 Batch	
		December 2024 Service		
		320-000-050-595-50-62-00	CIP - STRT - Covington Creek Bridge	\$5,460.13
	Total 63248			\$5,460.13
55586	63319	1/9/2025	2024 - December - Early 5th December - Final 2024 Batch	
		December 2024 Service		
		001-000-257-558-70-41-06	MDRT - Surveyor-Parametrix	\$1,312.50
	Total 63319			\$1,312.50
55586	63330	1/9/2025	2024 - December - Early 5th December - Final 2024 Batch	
		December 2024 Service		
		310-000-037-594-76-64-00	Skate Park: Construction	\$3,561.25
	Total 63330			\$3,561.25

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	55586	1/9/2025	2024 - December - Early 5th December - Final 2024 Batch	
	63331			
		December 2024 Service		
		310-000-039-594-75-62-00	CIP - Dock & Boat Shelter Cost	\$5,913.75
	Total 63331			\$5,913.75
	Total 55586			\$24,528.88
Total Parametrix, Inc.				\$24,528.88
PD - Transient Vendors				
	55636	1/24/2025	2025 - January - 3rd Jan 2025 Batch	
	INV202512316316364		Adriana Reyes	
		Refund Traffic School Fee		
		001-000-210-342-10-01-00	PD: Traffic School Fee	\$145.00
			Traffic School Reimbursement - Paid Ticket Fee and Traffic School	
	Total INV202512316316364			\$145.00
	Total 55636			\$145.00
	55637	1/27/2025	2025 - January - 3rd Jan 2025 Batch	
	INV2025124203640270		Kevin Ross	
		Refund Traffic School Fee		
		001-000-210-342-10-01-00	PD: Traffic School Fee	\$237.00
			Traffic School Reimbursement	
	Total INV2025124203640270			\$237.00
	Total 55637			\$237.00
Total PD - Transient Vendors				\$382.00
Puget Sound Clean Air Agency				
	55638	1/24/2025	2025 - January - 3rd Jan 2025 Batch	
	25-016			
		2025 Assessment		
		001-000-182-553-70-41-00	PS Clean Air Assmt	\$6,796.00
	Total 25-016			\$6,796.00
	Total 55638			\$6,796.00
Total Puget Sound Clean Air Agency				\$6,796.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Puget Sound Emergency Radio Network				
55639	1046	1/1/2025	2025 - January - 3rd Jan 2025 Batch	
		1st Qtr 2025 Service		
		001-000-214-521-20-41-03	PD: King County 800 Mhz Radio Costs	\$3,433.56
	Total 1046			\$3,433.56
Total 55639				\$3,433.56
Total Puget Sound Emergency Radio Network				\$3,433.56
Puget Sound Energy				
55587		1/4/2025	2024 - December - Early 5th December - Final 2024 Batch	
	01.04.2025 PSE			
		December 2024 Service		
		001-000-212-521-50-47-00	PD: Electricity/Gas	\$336.29
		220036933244 - PD Storage		
		001-000-248-518-20-47-00	MDRT - Electricity/Gas	\$770.50
		City Hall 220036934291, 220036923955, 220036923799, 220036932683, 220036935124	MDRT	
		001-000-254-518-20-47-00	CH: Electricity/Gas	\$105.47
		Fire Museum 220036935140 - ADM		
		001-000-254-518-20-47-01	CH: Utilities	\$660.43
		City Hall 220036934291, 220036923955, 220036923799, 220036932683, 220036935124	ADM	
		001-000-270-575-30-47-00	PRK: Museum Electric/Gas	\$1,378.20
		*220013378793 - Museum		
		001-000-270-575-30-47-00	PRK: Museum Electric/Gas	\$105.46
		Fire Museum 220036935140 - Prks		
		001-000-270-575-51-47-00	GYM: Electricity/Gas	\$669.42
		220036932600 - Gym		
		001-000-270-575-70-47-00	Lake Sawyer: Electricity/Gas	\$23.87
		220036928194 - Lake Sawyer Boat Launch		
		001-000-270-576-80-47-00	PRK: Electricity/Gas	\$24.69
		PW - Shop 220036931420 - Parks		
		001-000-280-536-20-47-00	CEM: Electricity/Gas	\$12.35
		PW - Shop 220036931420 - Cemetery		
		101-000-000-542-63-47-01	STRT: Street Lighting	\$33.02
		*220024466751 - 24619 Morgan St - St Light		
		101-000-000-542-63-47-01	STRT: Street Lighting	\$5,712.80
		*220013397355 - St. Lights - Roberts & Cemetery Rd		
		101-000-000-542-63-47-01	STRT: Street Lighting	\$153.69
		220013379817 - Ped Lighting Roberts		
		101-000-000-542-63-47-01	STRT: Street Lighting	\$15.49
		220036928285 - Baker St Crosswalk		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
	Account Number		Title	
	101-000-000-542-63-47-01		STRT: Street Lighting	\$42.92
	000036927626 - St. Light Cov Sawyer & 216th			
	101-000-000-542-63-47-01		STRT: Street Lighting	\$230.43
	220036933723 - SE 296th St & 219th Ave SE & Traffic Light			
	101-000-000-542-63-47-01		STRT: Street Lighting	\$11.62
	220036928228 - 216th Signal & St. Lights			
	101-000-000-542-63-47-01		STRT: Street Lighting	\$267.56
	*220024468559 - Roberts Dr & Bruckners Way - St Light			
	101-000-000-542-63-47-01		STRT: Street Lighting	\$74.89
	*220034880272 - 29036 216th Ave			
	101-000-000-542-63-47-01		STRT: Street Lighting	\$39.94
	*220019188881 - 24430 Morgan St - St Light			
	101-000-000-543-50-47-00		STRT: Electricity/Gas	\$192.63
	City Hall 220036934291, 220036923955, 220036923799, 220036932683, 220036935124		Streets	
	401-000-000-534-80-47-00		WTR: Electricity/Gas	\$135.80
	PW - Shop 220036931420- Water			
	401-000-000-534-80-47-00		WTR: Electricity/Gas	\$24.02
	220036927048 - .5 Mil Gallon Resv			
	401-000-000-534-80-47-00		WTR: Electricity/Gas	\$1,141.23
	220036927071 - 4.3 Mil Gal Resv			
	401-000-000-534-80-47-00		WTR: Electricity/Gas	\$494.04
	*200009377470 - PD / Court			
	401-000-000-534-80-47-00		WTR: Electricity/Gas	\$3,142.03
	220036926990 - Booster Station			
	401-000-000-534-80-47-00		WTR: Electricity/Gas	\$192.63
	City Hall 220036934291, 220036923955, 220036923799, 220036932683, 220036935124		Water	
	407-000-000-535-80-47-00		SWR: Electricity/Gas	\$148.14
	PW - Shop 220036931420 - Sewer			
	407-000-000-535-80-47-00		SWR: Electricity/Gas	\$37.64
	220036931479 - Diamond Glen Sewer			
	407-000-000-535-80-47-00		SWR: Electricity/Gas	\$192.61
	City Hall 220036934291, 220036923955, 220036923799, 220036932683, 220036935124		Sewer	
	407-000-000-535-80-47-00		SWR: Electricity/Gas	\$165.73
	220036926024- Morganville Lift Station			
	407-000-000-535-80-47-00		SWR: Electricity/Gas	\$13.22
	220036931412 - Sewer Pump			
	410-000-000-531-10-47-00		STRM: Electricity/Gas	\$148.15
	PW - Shop 220036931420- Storm			
	410-000-000-531-10-47-00		STRM: Electricity/Gas	\$148.15
	PW - Shop220036931420 - Streets			
	410-000-000-531-10-47-00		STRM: Electricity/Gas	\$192.63
	City Hall 220036934291, 220036923955, 220036923799, 220036932683, 220036935124		Storm	

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference		Name	Amount
	Account Number		Title	
	Total 01.04.2025 PSE			\$17,037.69
	Total 55587			\$17,037.69
Total Puget Sound Energy				\$17,037.69
Raedeke Associates Inc				
	55601	1/10/2025	2024 - December - Early 5th December - Final 2024 Batch	
	61708			
	December 2024 Service			
		001-000-240-558-51-41-08	COM DEV: Prof Svs-Planning/Reg Review	\$1,071.00
	Total 61708			\$1,071.00
	Total 55601			\$1,071.00
Total Raedeke Associates Inc				\$1,071.00
RH2 Engineering Inc.				
	55588	12/20/2024	2024 - December - Early 5th December - Final 2024 Batch	
	99318			
	December 2024 Service			
		404-000-011-534-80-41-00	WTR - Comp Plan	\$2,228.61
	Total 99318			\$2,228.61
	55588	1/13/2025	2024 - December - Early 5th December - Final 2024 Batch	
	99519			
	December 2024 Service			
		320-000-051-594-48-62-00	Update Construction Standard	\$786.80
	Total 99519			\$786.80
	55588	1/13/2025	2024 - December - Early 5th December - Final 2024 Batch	
	99520			
	December 2024 Service			
		404-000-016-594-34-63-00	Water Loop 169- Const	\$9,034.68
	Total 99520			\$9,034.68
	55588	1/13/2025	2024 - December - Early 5th December - Final 2024 Batch	
	99522			
	December 2024 Service			
		101-000-000-542-30-41-13	STRT: Prof Service - Eng. Civil Review	\$1,558.44
		401-000-000-534-80-41-10	WTR: Prof Service-GIS	\$2,787.49
		401-000-000-534-80-41-13	WTR: Prof Service- Eng. Civil Review	\$1,558.44
		407-000-000-535-80-41-01	SWR: Prof Srvs-GIS & other review	\$2,787.49
		407-000-000-535-80-41-13	SWR: Prof Service - Eng. Civil Review	\$1,558.43
		407-000-000-535-80-41-13	SWR: Prof Service - Eng. Civil Review	\$26.39

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
	Total 99522	410-000-000-531-10-41-13	STRM: Prof Service - Eng. Civil Review	\$1,558.44
				\$11,835.12
55588	99523	1/13/2025	2024 - December - Early 5th December - Final 2024 Batch	
		December 2024 Service		
		402-000-003-594-34-63-13	WSFFA-Springs Source Rehab	\$3,475.01
	Total 99523			\$3,475.01
55588	99535	1/14/2025	2024 - December - Early 5th December - Final 2024 Batch	
		December 2024 Service		
		404-000-011-534-80-41-00	WTR - Comp Plan	\$1,293.81
	Total 99535			\$1,293.81
Total 55588				\$28,654.03
Total RH2 Engineering Inc.				\$28,654.03
Secure Pacific Corporation				
55651	432612	2/1/2025	2025 - February - 1st February 2025 Batch	
		02/01/2025 - 4/30/2025 Service		
		001-000-120-512-51-49-04	CRT: Security	\$789.42
		PD / Court 25510 Lawson - Court		
		001-000-212-521-50-49-04	PD: Security	\$1,532.40
		PD / Court 25510 Lawson - Police		
	Total 432612			\$2,321.82
55651	432613	2/1/2025	2025 - February - 1st February 2025 Batch	
		02/01/2025 - 4/30/2025 Service		
		001-000-212-521-50-49-04	PD: Security	\$109.16
		Shop / PD Warehouse PD 32820 3rd Ave		
		101-000-000-543-50-49-04	STRT: Security	\$54.58
		Shop / PD Warehouse SHP Streets 32820 3rd Ave		
		401-000-000-534-80-49-04	WTR: Security	\$54.58
		Shop / PD Warehouse SHP Water 32820 3rd Ave		
		407-000-000-535-80-49-04	SWR: Security	\$54.57
		Shop / PD Warehouse SHP Sewer 32820 3rd Ave		
		410-000-000-531-10-49-04	STRM: Security	\$54.58
		Shop / PD Warehouse SHP Storm 32820 3rd Ave		
	Total 432613			\$327.47

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
55651	432614	2/1/2025	2025 - February - 1st February 2025 Batch	
		02/01/2025 - 02/28/2025 Service		
		101-000-000-543-50-49-04	STRT: Security	\$20.09
		PW Shop - Streets Security		
		401-000-000-534-80-49-04	WTR: Security	\$20.09
		PW Shop - Water Security		
		407-000-000-535-80-49-04	SWR: Security	\$20.10
		PW Shop - Sewer Security		
		410-000-000-531-10-49-04	STRM: Security	\$20.09
		PW Shop - Storm Security		
	Total 432614			\$80.37
55651	432615	2/1/2025	2025 - February - 1st February 2025 Batch	
		02/01/2025 - 02/28/2025 Service		
		001-000-137-514-21-49-04	CLK: Security	\$51.34
		City Hall / Mod Clrk/Adm	24301 Roberts	
		001-000-140-514-23-49-04	FIN: Security	\$231.03
		City Hall / Mod Finance / Cent Svc	24301 Roberts	
		001-000-240-558-51-49-04	COM DEV: Security	\$164.29
		City Hall / Mod Permitting	24301 Roberts	
		001-000-240-558-60-49-04	PLN: Security	\$41.07
		City Hall / Mod Planning	24301 Roberts	
		001-000-246-558-70-49-04	MDRT: Security	\$269.54
		City Hall / Mod MDRT	24301 Roberts	
		101-000-000-543-50-49-04	STRT: Security	\$67.38
		City Hall / Mod PW - Streets	24301 Roberts	
		401-000-000-534-80-49-04	WTR: Security	\$67.38
		City Hall / Mod PW - Water	24301 Roberts	
		407-000-000-535-80-49-04	SWR: Security	\$67.39
		City Hall / Mod PW - Sewer	24301 Roberts	
		410-000-000-531-10-49-04	STRM: Security	\$67.38
		City Hall / Mod PW - Strm	24301 Roberts	
	Total 432615			\$1,026.80
55651	432616	2/1/2025	2025 - February - 1st February 2025 Batch	
		02/01/2025 - 02/28/2025 Service		
		001-000-270-575-51-49-04	GYM: Security	\$236.10
		GYM - 25511 Lawson		
	Total 432616			\$236.10

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	55651	2/1/2025	2025 - February - 1st February 2025 Batch	
	432617			
		02/01/2025 - 02/28/2025 Service		
		401-000-000-534-80-49-04	WTR: Security	\$175.17
		PW Shop - Water Security		
	Total 432617			\$175.17
	55651	2/1/2025	2025 - February - 1st February 2025 Batch	
	432618			
		02/01/2025 - 02/28/2025 Service		
		001-000-212-521-50-49-04	PD: Security	\$277.45
		PD / Boat Dock		
	Total 432618			\$277.45
	Total 55651			\$4,445.18
	Total Secure Pacific Corporation			\$4,445.18
	Severson's Building Maintenance			
	55589	12/4/2024	2024 - December - Early 5th December - Final 2024 Batch	
	588762			
		December 2024 Service		
		001-000-270-575-51-48-00	GYM: Bld Repair & Maintenance	\$250.00
		Gym		
	Total 588762			\$250.00
	55589	12/24/2024	2024 - December - Early 5th December - Final 2024 Batch	
	588763			
		December 2024 Service		
		101-000-000-543-50-48-00	STRT: Bld Repair & Maintenance Shops	\$50.00
		PW Shop / Streets		
		401-000-000-534-80-48-00	WTR: Bld Repair & Maintenance Shops	\$50.00
		PW Shop / Water		
		407-000-000-535-80-48-00	SWR: Bld Repair & Maintenance Shops	\$50.00
		PW Shop / Sewer		
		410-000-000-531-10-48-00	STRM: Bld Repair & Maintenance Shops	\$50.00
		PW Shop / Storm		
	Total 588763			\$200.00
	55589	12/24/2024	2024 - December - Early 5th December - Final 2024 Batch	
	588764			
		December 2024 Service		
		001-000-212-521-50-41-03	PD: Custodial Cost	\$500.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Police / Court	
	Total 588764			\$500.00
55589		12/4/2024	2024 - December - Early 5th December - Final 2024 Batch	
	588765			
		December 2024 Service		
		001-000-240-558-51-48-00	COM DEV: Bld Repairs & Maintenance	\$256.00
		Com Dev Mod / Com Dev		
		001-000-240-558-60-48-00	PLN: BLD Repairs & Maintenance	\$64.00
		Com Dev Mod / Planning		
		001-000-254-518-20-48-00	CH: BLD Repair & Maintenance	\$80.00
		Com Dev Mod / Admin		
	Total 588765			\$400.00
55589		12/24/2024	2024 - December - Early 5th December - Final 2024 Batch	
	588766			
		December 2024 Service		
		001-000-248-518-20-48-00	MDRT: Bld Repair & Maintenance	\$400.00
		CH / MDRT		
		001-000-254-518-20-48-00	CH: BLD Repair & Maintenance	\$300.00
		CH / Finance		
		101-000-000-543-50-48-00	STRT: Bld Repair & Maintenance Shops	\$100.00
		CH / Streets		
		401-000-000-534-80-48-00	WTR: Bld Repair & Maintenance Shops	\$100.00
		CH / Water		
		407-000-000-535-80-48-00	SWR: Bld Repair & Maintenance Shops	\$100.00
		CH / Sewer		
		410-000-000-531-10-48-00	STRM: Bld Repair & Maintenance Shops	\$100.00
		CH / Storm		
	Total 588766			\$1,100.00
	Total 55589			\$2,450.00
Total Severson's Building Maintenance				\$2,450.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Somer Johnson				
	55640	1/22/2025	2025 - January - 3rd Jan 2025 Batch	
	163			
		Reimbursement		
		001-000-121-512-51-41-02	CRT: AOC-Therapeutic Grant 07/01/2024 - 06/30/2025	\$73.21
		Printing - Business cards, Brochures		
	Total 163			\$73.21
	Total 55640			\$73.21
Total Somer Johnson				\$73.21
Sorci Family LLC				
	55652	2/1/2025	2025 - February - 1st February 2025 Batch	
	02012025 SFLLC			
		February 2025 Rent		
		001-000-240-591-58-70-00	COM DEV: Bld & Property Lease	\$1,381.81
		Com Dev Mod - Permitting		
		001-000-240-591-58-70-01	PLN: Bld & Property Lease	\$345.45
		Com Dev Mod - Planning		
		001-000-248-591-58-70-00	MDRT: Bld & Property Lease	\$4,369.19
		City Hall Building - MDRT		
		001-000-254-591-18-70-00	CH: Bld & Property Lease	\$3,745.02
		City Hall Building - Admin		
		001-000-254-591-18-70-01	MOD: Bld & Property Lease	\$431.82
		Com Dev Mod - Admin		
		101-000-000-591-95-70-00	STRT: Bld & Property Lease	\$1,092.30
		City Hall Building - Streets		
		401-000-000-591-34-70-00	WTR: Bld & Property Lease	\$1,092.30
		City Hall Building - Water		
		407-000-000-591-35-70-00	SWR: Bld & Property Lease	\$1,092.30
		City Hall Building - Sewer		
		410-000-000-591-31-70-00	STRM: Bld & Property Lease	\$1,092.27
		City Hall Building - Storm		
	Total 02012025 SFLLC			\$14,642.46
	Total 55652			\$14,642.46
Total Sorci Family LLC				\$14,642.46

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
South Correctional Entity				
	55590	1/10/2025	2024 - December - Early 5th December - Final 2024 Batch	
	8342			
		December 2024 Service		
		001-000-211-523-60-49-00	PD: Jail Costs	\$260.00
		Booking		
		001-000-211-523-60-49-00	PD: Jail Costs	\$3,484.49
		17days		
		001-000-211-523-60-49-02	PD: Jail Medical Costs	\$1,788.08
		Medical Costs		
	Total 8342			\$5,532.57
	Total 55590			\$5,532.57
	Total South Correctional Entity			\$5,532.57
Starwind Software, Inc				
	55641	1/7/2025	2025 - January - 3rd Jan 2025 Batch	
	308699			
		IT - Subscription		
		001-000-145-518-80-41-01	IT: Software Services	\$3,261.00
		Virtual SAN Pro - 1 Node		
	Total 308699			\$3,261.00
	Total 55641			\$3,261.00
	Total Starwind Software, Inc			\$3,261.00
State Auditor's Office				
	55591	1/9/2025	2024 - December - Early 5th December - Final 2024 Batch	
	L165549			
		December 2024 Service		
		001-000-140-514-23-41-01	FIN: State Auditor Services	\$104.32
		101-000-000-542-30-41-14	STRT: State Auditor Services	\$25.04
		401-000-000-534-80-41-03	WTR: State Auditor Services	\$95.98
		407-000-000-535-80-41-07	SWR: State Auditor Services	\$95.98
		410-000-000-531-10-41-02	STRM: State Auditor Services	\$95.98
	Total L165549			\$417.30
	Total 55591			\$417.30
	Total State Auditor's Office			\$417.30

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Summit Law Group, PLLC				
	55642	1/17/2025	2025 - January - 3rd Jan 2025 Batch	
	160493			
		December 2024 Service		
		001-000-150-515-41-41-02	Legal - Employment	\$3,242.00
	Total 160493			\$3,242.00
	Total 55642			\$3,242.00
	Total Summit Law Group, PLLC			\$3,242.00
Tacoma Public Utilities				
	55592	11/30/2024	2024 - December - Early 5th December - Final 2024 Batch	
	11.30.2024 TPU			
		November 2024 Service		
		401-000-000-534-80-41-05	WTR: Tacoma PUD Wholesale Base Charge	\$14,150.57
		Base Fee		
	Total 11.30.2024 TPU			\$14,150.57
	Total 55592			\$14,150.57
	55602	1/22/2025	2024 - December - Early 5th December - Final 2024 Batch	
	12.31.2024 TPU			
		December 2024 Service		
		401-000-000-534-80-41-05	WTR: Tacoma PUD Wholesale Base Charge	\$14,303.86
		Base Fee		
	Total 12.31.2024 TPU			\$14,303.86
	Total 55602			\$14,303.86
	Total Tacoma Public Utilities			\$28,454.43
UB - Transient Vendors				
	55643	1/10/2025	2025 - January - 3rd Jan 2025 Batch	
	2690.0		Michael & Debbie Allen	
		Utility Refund		
		401-000-000-343-40-00-01	WTR: Water Charges	\$340.29
		Refund Closed Account		
	Total 2690.0			\$340.29
	Total 55643			\$340.29
	55644	1/10/2025	2025 - January - 3rd Jan 2025 Batch	
	5769.0		Marcia L. Buranich	
		Utility Refund		
		401-000-000-343-40-00-01	WTR: Water Charges	\$40.40

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Refund Closed Account	
	Total 5769.0			\$40.40
	Total 55644			\$40.40
	55645	1/10/2025	2025 - January - 3rd Jan 2025 Batch William & Marci White	
	5913.0			
			Utility Refund	
		401-000-000-343-40-00-01	WTR: Water Charges	\$92.50
			Refund Closed Account	
	Total 5913.0			\$92.50
	Total 55645			\$92.50
	55646	1/10/2025	2025 - January - 3rd Jan 2025 Batch David Uhl & Brittany Kelly	
	7141.0			
			Utility Refund	
		401-000-000-343-40-00-01	WTR: Water Charges	\$187.02
			Refund Closed Account	
	Total 7141.0			\$187.02
	Total 55646			\$187.02
	55647	1/10/2025	2025 - January - 3rd Jan 2025 Batch Bailey Industries, Inc	
	7285.0 - 2			
			Utility Refund	
		401-000-000-343-40-00-01	WTR: Water Charges	\$117.30
			Refund Closed Account	
	Total 7285.0 - 2			\$117.30
	Total 55647			\$117.30
	Total UB - Transient Vendors			\$777.51
United Business Machines of WA Inc				
	55593	1/6/2025	2024 - December - Early 5th December - Final 2024 Batch	
	INV530440			
			December 2024 Service	
		001-000-120-512-51-49-03	CRT: Printing & Binding	\$58.10
			Monthly Per Copy Charge	
	Total INV530440			\$58.10
	Total 55593			\$58.10
	Total United Business Machines of WA Inc			\$58.10

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Valley Communications Center				
55594	0028481	12/31/2025	2024 - December - Early 5th December - Final 2024 Batch	
		December 2024 Service		
		001-000-214-521-20-41-00	PD: Valley Comm - Dispatch Service	\$10,411.80
		201 Calls		
	Total 0028481			\$10,411.80
55594	0028498	12/31/2025	2024 - December - Early 5th December - Final 2024 Batch	
		December 2024 Service		
		001-000-214-521-20-41-02	PD: Valley Comm - Access Charge	\$296.48
	Total 0028498			\$296.48
Total 55594				\$10,708.28
Total Valley Communications Center				\$10,708.28
Varius Inc.				
55595	1812	1/7/2025	2024 - December - Early 5th December - Final 2024 Batch	
		December 2024 Service		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$14,214.00
	Total 1812			\$14,214.00
55595	1813	1/7/2025	2024 - December - Early 5th December - Final 2024 Batch	
		December 2024 Service		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$1,236.00
	Total 1813			\$1,236.00
55595	1814	1/7/2025	2024 - December - Early 5th December - Final 2024 Batch	
		December 2024 Service		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$15,829.00
	Total 1814			\$15,829.00
55595	1815	1/7/2015	2024 - December - Early 5th December - Final 2024 Batch	
		December 2024 Service		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$1,236.00
	Total 1815			\$1,236.00

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
	55595	1/7/2025	2024 - December - Early 5th December - Final 2024 Batch	
	1816			
		December 2024 Service		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$1,306.00
	Total 1816			\$1,306.00
	55595	1/7/2025	2024 - December - Early 5th December - Final 2024 Batch	
	1817			
		December 2024 Service		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$1,854.00
	Total 1817			\$1,854.00
	55595	1/7/2025	2024 - December - Early 5th December - Final 2024 Batch	
	1818			
		December 2024 Service		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$1,854.00
	Total 1818			\$1,854.00
	55595	1/7/2025	2024 - December - Early 5th December - Final 2024 Batch	
	1819			
		December 2024 Service		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$9,888.00
	Total 1819			\$9,888.00
	Total 55595			\$47,417.00
Total Varius Inc.				\$47,417.00
VenTek International				
	55648	1/1/2025	2025 - January - 3rd Jan 2025 Batch	
	147328			
		January 2025 Service		
		001-000-270-575-70-41-00	Lake Sawyer: Ven Tek/Venvue Pay Station	\$628.56
	Total 147328			\$628.56
	Total 55648			\$628.56
Total VenTek International				\$628.56

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Wa Association of Sheriffs & Police Chiefs				
	55649	1/15/2025	2025 - January - 3rd Jan 2025 Batch	
	DUES 2025-00117			
	2025 Membership Dues			
	001-000-210-521-10-49-02		PD: Dues & Memberships	\$180.00
	Total DUES 2025-00117			\$180.00
	Total 55649			\$180.00
Total Wa Association of Sheriffs & Police Chiefs				\$180.00
Water Management Laboratories, Inc.				
	55596	12/23/2024	2024 - December - Early 5th December - Final 2024 Batch	
	225476			
	December 2024 Service			
	401-000-000-534-80-41-02		WTR: Testing and Sampling	\$28.00
	Total 225476			\$28.00
	55596	12/30/2024	2024 - December - Early 5th December - Final 2024 Batch	
	225650			
	December 2024 Service			
	401-000-000-534-80-41-02		WTR: Testing and Sampling	\$28.00
	Total 225650			\$28.00
	Total 55596			\$56.00
	55650	1/7/2025	2025 - January - 3rd Jan 2025 Batch	
	225878			
	January 2025 Service			
	401-000-000-534-80-41-02		WTR: Testing and Sampling	\$56.00
	Total 225878			\$56.00
	55650	1/14/2025	2025 - January - 3rd Jan 2025 Batch	
	226013			
	January 2025 Service			
	401-000-000-534-80-41-02		WTR: Testing and Sampling	\$56.00
	Total 226013			\$56.00
	Total 55650			\$112.00
Total Water Management Laboratories, Inc.				\$168.00

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference		Name	Amount
	Account Number		Title	
Waters & Woods Inc				
	55597	1/16/2025	2024 - December - Early 5th December - Final 2024 Batch	
	01.16.2025 W&W			
	Release Retainage			
	322-000-000-542-30-49-00		Retainage Interest	\$260.40
	322-000-000-582-20-00-17		Ret: Water & Woods Inc - Dock & Boat Shelter	\$9,869.15
	Total 01.16.2025 W&W			\$10,129.55
	Total 55597			\$10,129.55
Total Waters & Woods Inc				\$10,129.55
	Vendor Count	75	Grand Total	\$958,674.94

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of January 16, 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, Mulvihill, Jones, Page

ABSENT: None

Staff present: Andrew Williamson, MDRT/Ec Development/CD Director; Xavier Mason, Finance Director; Scott Hanis, Public Works Director; Tracey Redd, MDRT Senior Accountant; Capital Projects/Program Manager, Ryan Sweet; Rob Reed, IS Manager; David Linehan, City Attorney; Brenda L. Martinez, City Clerk/HR Manager.

READING OF GUIDING PRINCIPLES

AGENDA REVIEW AND APPROVAL:

Mayor Benson announced the removal of item #9 from the agenda.

Councilmember Mulvihill **moved** to approve the Agenda as amended; **second** Councilmember Peterson. Motion **passed** with all voting in favor (5-0).

PUBLIC COMMENTS:

Dan Hucke, Black Diamond spoke to Council.

Tabitha Baker, Black Diamond spoke to Council.

Nick Holcomb, Mountain View Fire & Rescue spoke to Council.

Kristen Bryant, Black Diamond spoke to Council.

Sherri Evans, Black Diamond Historical Society spoke to Council.

Lisa Liber, Black Diamond spoke to Council.

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

Councilmembers took turns asking each applicant the same set of questions.

At 8:49 p.m. Mayor Benson announced that Council would be going into executive session pursuant to RCW 42.30.110(1)(h) to discuss the qualifications of the applicants. The executive session was expected to last 15 minutes.

At 9:04 p.m. the executive session ended, and Councilmembers entered back into the Council Chambers.

Mayor Benson called the meeting back to order at 9:06 p.m. and announced that public comments regarding the council candidates can be sent in by email or provided at the next Council meeting on February 6th.

COMMITTEE REPORTS: None

DEPARTMENT REPORTS:

Finance – Mr. Mason

Finance Director Mason shared with Councilmembers a PowerPoint presentation on the impacts of annexation.

Fire – Chief Judkins spoke about the fires in California and stressed how people here need to prepare themselves for a disaster or fire. She commented on the grant for Station #99 and reminded everyone this is not a working fire station and need to make that clear in the name.

At 9:37 p.m. Mayor Benson announced a 5-minute recess due to technical difficulty with the recording and zoom equipment.

Mayor Benson called the meeting back to order at 9:42 p.m.

CONSENT AGENDA:

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

- 2) Claim Checks** – January 16, 2025, Check No. 55523 through Check No. 55557 (voids 55488-55522) and EFTs in the amount of \$418,424.62
- 3) Payroll** – December 2024, Check No. 20472 through Check No. 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
- 6) **AB25-009** – Resolution Regarding Lawson Hills Stormwater Conveyance Easement
- 7) **AB25-010** – Resolution Authorizing Purchase of Used Speaker Equipment and Used Generator
- 8) **AB25-011** – Ordinance Regarding Increase in Petty Cash Change Accounts

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

~~9) **AB25-012** – Proposed Ordinance Regarding BESS~~

10) **AB25-015** – Discussion Regarding Fire Services for the City of Black Diamond

Councilmember Page led the discussion on the item and distributed a prepared timeline regarding important dates for the annexation process. In closing, it was suggested that the administration bring back a draft RFP to the Council for their comments.

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

MDRT Senior Account Redd reported on this item

Councilmember Mulvihill **moved** 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; **second** Councilmember Deady. Motion **passed** with all voting in favor (5-0).

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

Capital Project/Program Manager Sweet briefed the City Council on this item

Councilmember Deady **moved** 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; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (5 -0).

MAYOR'S REPORT:

Mayor Benson reported attending the AWC district meeting at Lake Wilderness Lodge, and the Chamber Luncheon.

COUNCIL REPORTS:

Councilmember Mulvihill invited people to a yoga class at the community center. She shared that the Maple Valley food bank is no longer able to extend full services to Black Diamond residents and gave examples of what those services are.

Councilmember Jones had no report.

Councilmember Page expressed her gratitude to Officer Goddard for attending the HOA meeting at Eagle Creek and encouraged residents to contact the Police Department if other HOAs would like to have a police officer speak at their meetings. She also thanked the crew at Station 98 for their assistance during a recent call, she shared her personal experience with calling 911 and emphasized how deeply grateful she is to our first responders.

Councilmember Deady mentioned that it would be helpful to receive information from staff or other Councilmembers ahead of the meeting. She also remarked on the new sign-up sheet for attendees wishing to speak during public comments, acknowledging that it might take some time to get accustomed to this new process.

Councilmember Peterson commented on BESS and stated that we need to learn more about it and be open to the idea because there is a legitimate need for it. She also noted that she would email her comments to Council.

Chief Kiblinger updated the City Council on the City Administrator recruitment process.

ATTORNEY REPORT:

PUBLIC COMMENTS:

Andrew Puryear, Black Diamond spoke to Council.

Michael Carlin, Black Diamond spoke to Council.

Andrew Williamson, Black Diamond spoke to Council.

EXECUTIVE SESSION: None

ADJOURNMENT:

Councilmember Mulvihill **moved** to adjourn the meeting; **second** Councilmember Jones. Motion **passed** with all voting in favor (5-0). The meeting ended at 10:34 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: Professional Accounting Services Contract Renewal for 2025	Agenda Date: February 6, 2025 AB25-018	
	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): Up to \$7,800	Police – Chief Kiblinger	
Fund Source: General Fund	Public Works – Scott Hanis	
Timeline: Duration of 2025	Court – Judge Swain/Tawnya Parks	
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Tara Dunford, CPA 2025 Engagement Letter		
SUMMARY STATEMENT: For several years, Tara Dunford, CPA has assisted the City with high technical accounting assistance, particularly with the Annual Report. The Contract between Tara Dunford, CPA and the City of Black Diamond is generally conducted on an annual basis. FISCAL NOTE (Finance Department): These funds have been budgeted for 2025. The amount of funds needed is less than the procurement policy requires for a bid.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to approve Resolution No. 25-1661, authorizing the Mayor to execute a contract between the City of Black Diamond and Tara Dunford, CPA for accounting services.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
February 6, 2025		

RESOLUTION NO. 25-1661

**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 TARA
DUNFORD, CPA TO PROVIDE THE CITY WITH
ACCOUNTING SERVICES**

WHEREAS, for several years, the City has utilized Tara Dunford, CPA for occasional assistance regarding highly technical accounting functions; and

WHEREAS, the City is currently using Tara Dunford, CPA services and wants to continue doing so through December 31, 2025; and

WHEREAS, City staff recommends authorizing a professional services agreement with Tara Dunford, CPA to be the consultant to provide additional accounting services to the City;

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 Tara Dunford, CPA to provide accounting assistance services to the City, significantly in the form attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF FEBRUARY, 2025.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

Tara Dunford, CPA
Certified Public Accountant

taradunfordcpa@yahoo.com

(253) 273-4379

January 27, 2025

Xavier Mason
City of Black Diamond
24301 Roberts Drive
Black Diamond, WA

Dear Xavier,

Thank you for requesting my assistance with your accounting needs. The purpose of this letter is to outline the services to be provided and give you an estimate of the time it will take.

You have requested that I assist with preparation of the financial statements for the City of Black Diamond, which comprise of the statements of fund resources and uses from cash transactions as of December 31, 2024, and the related notes to the financial statements; and that I provide other technical accounting assistance as requested.

My Responsibilities

The objective of the engagement is to apply accounting and financial reporting expertise to assist you in the preparation of financial statements in accordance with accounting practices prescribed by the State Auditor's Budgeting, Accounting and Reporting System (BARS) manual.

I will conduct the engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence and due care.

I am not required to, and will not, verify the accuracy or completeness of the information you provide for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, I will not express an opinion or a conclusion nor provide any assurance on the financial statements.

The engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the city or noncompliance with laws or regulations. However, I will inform you of any material errors or evidence of fraud that come to my attention during the financial statement preparation process. In addition, I will inform you of any evidence or information that comes to my attention during the preparation process regarding any wrongdoing within the city or noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential. I have no responsibility to identify and communicate deficiencies or material weakness in your internal control as part of this engagement.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that my responsibility is to assist you in the preparation of the financial statements in accordance with BARS requirements. You have the following overall responsibilities that are fundamental to my undertaking the engagement in accordance with Statements on Standards for Accounting and Review Services:

1. The prevention and detection of fraud.
2. To ensure that the city complies with the laws and regulations applicable to its activities.
3. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgements, you provide to me for the engagement.
4. To provide me with –
 - a. Documentation and other related information that is relevant to the preparation and presentation of the financial statements.
 - b. Additional information that I may request for the purpose of preparing the financial statements.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Relevant Information

I am solely responsible for performing the engagement. Work will be performed from my home office. Fees for these services will be based on the actual time spent at an hourly rate of \$195/hour, not to exceed 40 hours or \$7,800. I will not bill you for any travel, out-of-pocket or other costs. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before additional costs are incurred. Invoices for these fees will be rendered each month as work progresses and are payable within 30 days. This agreement shall expire December 31, 2025.

I appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of the engagement. If you have any questions, please let me know. If you acknowledge and agree with the terms of the engagement as described in this letter, please sign and return.

Sincerely,

Tara Dunford

Tara Dunford, CPA

Acknowledged:

City of Black Diamond

Xavier Mason, Finance Director

Date

Carol Benson, Mayor

Date

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Updated interlocal agreement for inmate housing with the City of Sunnyside	Agenda Date: February 6, 2025 AB25-019	
	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	
	Police – Chief Kiblinger	X
Cost Impact (see also Fiscal Note): Unknown	Public Works – Scott Hanis	
Fund Source: General Fund	Court – Judge Swain/Tawnya Parks	
Timeline:		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments:		
SUMMARY STATEMENT:		
This is an updated interlocal agreement with the City of Sunnyside for inmate housing. Cost is \$68.99 per day, including transportation of inmate. The City of Sunnyside is used for long-term sentences. Our primary booking facilities are the Enumclaw Jail (guaranteed bed rate-\$90.00/day, more than one bed \$120.00/day-2024 rates), Issaquah (daily rate of \$147.00) and the SCORE Jail (listed below.) The King County Correctional Facility (KCCF) is used for felony bookings only. SCORE RATES: General Population –\$213.17 Mental Health – Residential Beds \$170.32 Medical – Acute Beds \$232.45 Mental Health – Acute Beds \$297.79 FISCAL NOTE (Finance Department):		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to approve Resolution No. 25-1662, authorizing the Mayor to execute an Interlocal Agreement for inmate housing with the City of Sunnyside.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
February 6, 2025		

RESOLUTION NO. 25-1662

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE AN
INTERLOCAL AGREEMENT FOR INMATE HOUSING WITH
THE CITY OF SUNNYSIDE.**

WHEREAS, currently the City of Black Diamond contracts with the City of SUNNYSIDE for inmate housing and would like to continue utilizing the City of SUNNYSIDE as an option when booking offenders; and

WHEREAS, the City of SUNNYSIDE, which is a governmental agency, has provided a proposed renewal contract for approval;

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

Section 1. The Mayor is hereby authorized to execute the interlocal agreement in substantially similar form to the attached agreement, for inmate housing with the City of SUNNYSIDE for term ending on December 31, 2025, as shown in Attachment A hereto. The schedule of fees and charges included in the inmate housing agreement at Exhibit A is approved. Per Section 2 of the agreement, the agreement shall be renewed automatically for like successive periods of 12 months under such terms and conditions as the parties may determine. Nothing in the agreement shall be construed to require Black Diamond to house inmates in Sunnyside continuously.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF FEBRUARY, 2025.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

WHEN RECORDED RETURN TO:

City of Sunnyside, Washington
818 East Edison
Sunnyside, WA 98944

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON
AND THE CITY OF BLACK DIAMOND, WASHINGTON, FOR THE HOUSING OF
INMATES**

THIS INTERLOCAL AGREEMENT is made and entered into on this 1st day of January, 2025, by and between THE CITY OF BLACK DIAMOND, Washington, hereinafter referred to as "BLACK DIAMOND", and the City of Sunnyside, Washington, hereinafter referred to as "Sunnyside", each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, Sunnyside and BLACK DIAMOND are authorized by law to have charge and custody of the Sunnyside City Jail and BLACK DIAMOND prisoners or inmates, respectively; and

WHEREAS, BLACK DIAMOND wishes to designate Sunnyside as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Sunnyside is desirous of accepting and keeping in its custody such inmate(s) in the Sunnyside Jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any city to contract with any other Black Diamond to perform any governmental service, activity or undertaking which each contracting Black Diamond is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. GOVERNING LAW. The parties hereto agree that, except where expressed otherwise, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to this Agreement.

2. DURATION. This Agreement shall enter into full force and effect from the date of execution and end December 31, 2025, subject to earlier termination as provided by Section 3 herein. This agreement shall be renewed automatically for like successive periods of 12 months under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed to require BLACK DIAMOND to house inmates in Sunnyside continuously.

3. TERMINATION.

(a) By either party. This Agreement may be terminated by written notice from either party to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners. This Agreement may only be terminated by ninety (90) days written notice of termination of this Agreement, to all parties to this Agreement and the State Office of Financial Management. The Notice of termination shall state the ground for termination and the specific plans for accommodating the affected jail population. The notice must be delivered by regular mail to the contact person identified herein. Termination shall become effective ninety (90) days after receipt of such notice. Within said ninety (90) days, Sumner agrees to remove its inmate(s) from Sunnyside.

(b) By BLACK DIAMOND due to lack of funding. The obligation of BLACK DIAMOND to pay Sunnyside under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by BLACK DIAMOND. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then BLACK DIAMOND shall have the option of terminating the Agreement upon written notice to Sunnyside, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to BLACK DIAMOND.

(c) Termination for Breach. In the event BLACK DIAMOND breaches or fails to perform or observe any of the terms or conditions herein, and fails to cure such breach or default within *seven* (7) days of Sunnyside giving BLACK DIAMOND written notice thereof, or, if not reasonably capable of being cured within such *seven* (7) days, within such other period of time as may be reasonable in the circumstances, Sunnyside may terminate BLACK DIAMOND's rights under this Agreement in addition to and not in limitation of any other remedy of Sunnyside at law or in equity, and the failure of Sunnyside to exercise such right at any time shall not waive Sunnyside's right to terminate for any future breach or default.

(d) In the event of termination of this agreement for any reason, BLACK DIAMOND shall compensate Sunnyside for prisoners housed by Sunnyside after notice of such termination until BLACK DIAMOND retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

4. MAILING ADDRESSES. All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

To Sunnyside: City of Sunnyside
818 E. Edison Avenue
Sunnyside, WA 98944

Primary Contact Person: Andrew Gutierrez, Corrections Sergeant
509-836-6200, agutierrez@sunnyside-wa.gov

Secondary Contact: Robert Layman, Chief of Police
509-836-6200, rlayman@sunnyside-wa.gov

To BLACK DIAMOND: City of Black Diamond
24301 Roberts Dr, Black Diamond, WA
accountspayable@blackdiamondwa.gov

Primary Contact Person: *Jamey Kiblinger, Chief*
360 851-4450, jkiblinger@blackdiamondwa.gov

Secondary Contact: _____

Notices mailed shall be deemed given on the date mailed. The Parties shall notify each other in writing of any change of address.

5. DEFINITIONS. The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

(a) Day. A twenty-four-hour-long unit of time commencing at 00:00:00 a.m., and ending 23:59:59 p.m.

(b) Inmate Classifications shall be pursuant to the Sunnyside's Objective Jail Inmate Classification System which is modeled after the National Institute of Corrections Jail Classification System:

(i) "**Minimum**" classification shall apply to those inmates who present a low risk to staff and the community.

(ii) "**Medium**" classification shall apply to those inmates who present a moderate risk to staff and the community.

(iii) "**Maximum**" classification shall apply to those inmates who present a substantial risk to staff and the community.

6. COMPENSATION.

(a) Rates. Sunnyside agrees to accept and house BLACK DIAMOND inmates for compensation per inmate at the rate of \$68.99 per day. This includes minimum and medium classification inmates. The parties agree that Sunnyside will not charge a separate booking fee in addition to such rate. The date of booking into the Sunnyside Jail of BLACK DIAMOND inmates shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24-hour period. The date of release from Sunnyside Corrections and/or returned to BLACK DIAMOND, regardless of the time frame within a 24-hour day shall not constitute a charge by the City of Sunnyside against BLACK DIAMOND.

(b) Billing and Payment. Sunnyside agrees to provide BLACK DIAMOND with an itemized invoice listing all names of housed inmates, the case/citation number, the number of days housed (including the date and time of booking and date and time of release), and the payment amount due. Sunnyside agrees to provide said invoice by the 10th of each month. BLACK DIAMOND agrees to make payment to the City of Sunnyside within *thirty* (30) days of receipt of such invoice for the amount billed for the previous calendar month.

(c) Transportation of inmates is included in the cost and is provided by Sunnyside Corrections.

7. RIGHT OF INSPECTION. BLACK DIAMOND shall have the right to inspect, at all reasonable times, all Sunnyside facilities in which inmates of BLACK DIAMOND are confined in order to determine if such jail maintains standards of confinement acceptable to BLACK DIAMOND and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Sunnyside shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLOUGHS, PASSES, AND WORK RELEASE. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews,

electronic home detention or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

9. INMATE ACCOUNTS. Sunnyside shall establish and maintain an account for each inmate received from BLACK DIAMOND and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Sunnyside shall be accountable to BLACK DIAMOND for such inmate funds. At either the termination of this Agreement, the inmate's death, and release from incarceration or return to either BLACK DIAMOND or indefinite release to the court, the inmate's money shall be refunded in the form of a pre-paid debit card or check issued to the inmate at the time of their release or transfer.

10. INMATE PROPERTY. BLACK DIAMOND may transfer to Sunnyside only agreed amounts of personal property of BLACK DIAMOND inmates recovered from or surrendered by inmates to BLACK DIAMOND upon booking. Only those items which fit into a 12-inch by 14-inch bag will be allowed on transports, when such transports are conducted by Sunnyside Jail Personnel. Additional legal material or personal belongings may be shipped to the Sunnyside Jail at the expense of the inmate or BLACK DIAMOND.

11. RESPONSIBILITY FOR OFFENDER'S CUSTODY. It shall be the responsibility of Sunnyside to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require the City of Sunnyside, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require Sunnyside to provide services, treatment, facilities or programs to BLACK DIAMOND inmates above, beyond or in addition to that which is required by applicable law.

12. MEDICAL SERVICES.

(a) Inmates deemed BLACK DIAMOND inmates shall receive such medical, psychiatric and dental treatment when **emergent** and necessary to safeguard their health while housed in Sunnyside. Sunnyside shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the Sunnyside Jail, BLACK DIAMOND shall pay directly or reimburse Sunnyside for any and all costs associated with the delivery of any emergency and/or major medical service provided to BLACK DIAMOND inmates. BLACK DIAMOND shall

be responsible for any and all **emergent** medical, dental and psychiatric treatment provided outside of the Sunnyside Jail and shall be billed therefor.

(b) An adequate record of all such services shall be kept by Sunnyside for BLACK DIAMOND's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services requiring treatment from providers outside of the Sunnyside Jail shall be reported to BLACK DIAMOND as soon as time permits.

(c) Should medical, psychiatric or dental services require hospitalization, BLACK DIAMOND agrees to compensate Sunnyside dollar for dollar any amount expended, or cost incurred in providing the same; provided that, except in emergencies, BLACK DIAMOND will be notified by contacting the duty supervisor at BLACK DIAMOND prior to the inmate's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.

(d) Sunnyside will make all reasonable efforts to ensure that medical care providers providing services to BLACK DIAMOND inmates adhere to payment requirements of RCW 70.48.130 when such services are not billed directly to BLACK DIAMOND by the medical care provider. Sunnyside may elect to have the medical care provider(s) bill BLACK DIAMOND directly. BLACK DIAMOND will have the responsibility for notifying medical care providers of these payment requirements when billed directly by medical care providers.

13. DISCIPLINE. Sunnyside shall have physical control over and power to execute disciplinary authority over all inmates of BLACK DIAMOND. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

14. RECORDS AND REPORTS.

(a) BLACK DIAMOND shall forward to Sunnyside before or at the time of delivery of each inmate, a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner.

(b) Sunnyside shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Sunnyside, BLACK DIAMOND shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.

15. REMOVAL FROM THE JAIL. An inmate of BLACK DIAMOND legally confined in Sunnyside shall not be removed from the jail by any person without written authorization from THE BLACK DIAMOND or by order of any court having jurisdiction. BLACK DIAMOND hereby designates the Corrections Sergeant as the official authorized

to direct Sunnyside to remove BLACK DIAMOND inmates from the Sunnyside Jail. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of the Sunnyside Jail. In the event of any such emergency removal, Sunnyside shall inform BLACK DIAMOND of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

16. ESCAPES. In the event any BLACK DIAMOND inmate escapes from Sunnyside's custody, Sunnyside will use all reasonable means to recapture the inmate. The escape shall be reported immediately to BLACK DIAMOND. Sunnyside shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Sunnyside; however, Sunnyside shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states or other countries.

17. DEATH OF AN INMATE.

(a) In the event of the death of a BLACK DIAMOND inmate, the Yakima County Coroner shall be notified. BLACK DIAMOND shall receive copies of any records made at or in connection with such notification.

(b) Sunnyside shall immediately notify BLACK DIAMOND of the death of a BLACK DIAMOND inmate, furnish information as requested and follow the instructions of BLACK DIAMOND regarding the disposition of the body. BLACK DIAMOND hereby designates the Chief of Police as the official authorized to request information from and provide instructions to Sunnyside regarding deceased inmates. The body shall not be released except on written order of said appropriate official(s) of BLACK DIAMOND. Written notice shall be provided within three weekdays of receipt by BLACK DIAMOND of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by BLACK DIAMOND. With BLACK DIAMOND's consent, to be obtained on an individual basis, Sunnyside may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by BLACK DIAMOND. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) BLACK DIAMOND shall receive a certified copy of the death certificate for any of its inmates who have died while in the City of Sunnyside's custody.

18. RETAKING OF INMATES. Upon request from Sunnyside, BLACK DIAMOND shall, at its expense, retake any BLACK DIAMOND inmate within *thirty-six* (36) hours after receipt of such request. In the event the confinement of any BLACK DIAMOND inmate is terminated for any reason, BLACK DIAMOND shall, at its expense, retake such inmate at the Sunnyside Facility.

19. HOLD HARMLESS AND INDEMNIFICATION.

(a) Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.

(b) The terms of section 19 shall survive the termination or expiration of this Agreement.

19.1 SUNNYSIDE – HOLD HARMLESS AND INDEMNIFICATION. Sunnyside agrees to hold harmless, indemnify and defend THE BLACK DIAMOND, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct, negligent act, error, or omission of BLACK DIAMOND, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) Sunnyside's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of BLACK DIAMOND, its officials, agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both BLACK DIAMOND and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

19.2 BLACK DIAMOND – HOLD HARMLESS AND INDEMNIFICATION. BLACK DIAMOND agrees to hold harmless, indemnify and defend Sunnyside, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of BLACK DIAMOND, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) BLACK DIAMOND's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of Sunnyside, its agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both BLACK DIAMOND and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

20. RIGHT OF REFUSAL AND TRANSPORTATION.

(a) Sunnyside shall have the right to refuse to accept any inmate from BLACK DIAMOND when, in the opinion of Sunnyside, its inmate census is at capacity such that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Sunnyside shall further have the right to refuse to accept any inmate from BLACK DIAMOND who, in the judgment of Sunnyside, has a current illness or injury which may adversely affect the operations of the Sunnyside Jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property, or is classified as a maximum-security inmate pursuant to Sunnyside's Objective Jail Classification System.

(c) BLACK DIAMOND prisoners incarcerated in Sunnyside pursuant to this Agreement shall be transported to Sunnyside by and at the expense of Sunnyside and shall be returned, if necessary, to BLACK DIAMOND's custody by Sunnyside personnel and at Sunnyside's expense provided that notice of the necessity of transport is received by Sunnyside *three* (3) days prior to time of expected transport.

21. INDEPENDENT CONTRACTOR. In providing services under this contract, Sunnyside is an independent contractor and neither it nor its officers, agents or employees are employees of BLACK DIAMOND for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of BLACK DIAMOND under any applicable law, rule or regulation.

22. GENERAL PROVISIONS.

(a) Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

(b) Dispute Resolution. In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by

agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo, with venue placed in Sunnyside, Yakima County, Washington. Each party shall bear its own attorney fees and costs.

(c) Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

(d) Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be severed only to the extent necessary to bring it within legal requirements.

(e) Filing. This Agreement shall be filed with the Yakima County Auditor's Office or, alternatively, listed by subject on each or either party's website or other electronically retrievable public source pursuant to RCW 39.34.040.

23. INTERPRETATION. This Agreement has been submitted to the scrutiny of all parties and their counsel if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and gender neutral.

24. ACCESS TO RECORDS CLAUSE. The parties hereby agree that authorized representatives of the parties shall access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of *three* (3) years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

25. INTERLOCAL COOPERATIVE ACT PROVISIONS Each party shall be solely responsible for all costs, materials, supplies and services necessary for their performance under the terms of this Agreement. All property and materials secured by each party in the performance of this Agreement shall remain the sole property of that party. All funding incident to the fulfillment of this Interlocal Agreement, shall be borne by each party necessary for the fulfillment of their responsibilities under the terms of this Agreement. No special budgets or funds are anticipated, nor shall be created incident to this Interlocal Cooperation Agreement. It is not the intention that a separate legal entity be established to conduct the cooperative undertakings, nor is the acquisition, holding, or

disposing of any real or personal property anticipated under the terms of this Agreement. The City Manager of the City of Sunnyside, Washington, shall be designated as the Administrator of this Interlocal Cooperative Agreement.

A copy of this Interlocal Agreement shall be filed or placed on the City's and the Port's website as provided by RCW 39.34.

26. ENTIRE AGREEMENT. This Agreement represents the entire integrated Agreement between BLACK DIAMOND and Sunnyside and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF SUNNYSIDE

By: 
Mike Gonzalez, City Manager

ATTEST: 
Jacqueline Renteria, City Clerk

APPROVED AS TO FORM:


Saxton Riley & Riley, PLLC
Benjamin J. Riley,
Attorneys for the City of Sunnyside

THE CITY OF BLACK DIAMOND

By: _____
Name of Endorser

ATTEST: _____
Name, City Clerk

APPROVED AS TO FORM:

Attorney for the City of Black Diamond

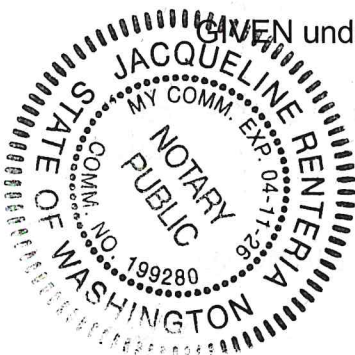
CITY CONTRACT NO: A-2025-24
RESOLUTION NO: 2024-83
COUNCIL MTG: 11/12/2024

STATE OF WASHINGTON)

: ss.

THE CITY OF SUNNYSIDE)

On this day personally appeared before me Mike Gonzalez, City Manager, of the City of Sunnyside, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.



GIVEN under my hand and official seal this 19th day of December, 2024.

A handwritten signature in blue ink, likely belonging to the Notary Public, Jacqueline Renteria.

NOTARY PUBLIC in and for the State of Washington

Residing at: Grandview, WA

My Commission Expires: 04/11/2026

STATE OF WASHINGTON)

: ss.

THE CITY OF BLACK DIAMOND)

On this day personally appeared before me _____, Title, of the CITY OF BLACK DIAMOND, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20____.

NOTARY PUBLIC in and for the State of Washington

Residing at: _____

My Commission Expires: _____

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution approving a contract for the replacement of the Lake Sawyer dock boat lift and canopy to Waters and Woods, Inc. in the amount of \$48,347.46	Agenda Date: February 6, 2025	
	AB25-020	
	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): \$48,347.46	Police – Chief Kiblinger	
Fund Source: AWC Insurance	Public Works – Scott Hanis	X
Timeline: 2025	Court – Judge Swain/Tanya Parks	
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Contract; Estimate		
SUMMARY STATEMENT: On November 19, 2024, the boat lift and canopy at the Lake Sawyer dock was lost due to severe weather. AWC insurance has approved the replacement and will refund the City once the work is completed. The City received an estimate from Waters and Woods on January 9, 2025, in the amount of \$48,347.46. The replacement is a special market condition and is not required to go out for bid. FISCAL NOTE (Finance Department): The City’s insurance will reimburse the city for the amount of \$48,347.46.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to approve Resolution No. 25-1663, authorizing the Mayor to execute a Contract for the replacement of the Lake Sawyer Dock Boat Lift and Canopy with Waters and Woods, Inc. in the amount of \$48,347.46		
RECORD OF COUNCIL ACTION		
Meeting Date	<i>Action</i>	<i>Vote</i>
February 6, 2025		

RESOLUTION NO. 25-1663

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
APPROVING THE CONTRACT FOR THE REPLACEMENT
OF THE LAKE SAWYER DOCK BOAT LIFT AND CANOPY
TO WATERS AND WOODS, INC.**

WHEREAS, the City's Boat lift and canopy was lost due to a severe weather event on November 19, 2024; and

WHEREAS, the City has received an estimate in the amount of \$48,347.46 to replace the boat lift and canopy from Waters and Woods, Inc. on January 9, 2025; and

WHEREAS, AWC insurance has approved the replacement of the lift and canopy and will reimburse the funds once completed; and

WHEREAS, This replacement of the lift and canopy is a special market condition and is not required to go out for bid;

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

Section 1. The Mayor is hereby authorized to execute a contract with Waters and Woods, Inc. in the amount of \$48,347.46 for the replacement of the Lake Sawyer dock boat lift and canopy.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF FEBRUARY, 2025.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND

Department of Public Works
P.O. Box 599 – 24301 Roberts Drive
Black Diamond, Washington 98010

PUBLIC WORKS CONTRACT SMALL WORKS

1. **Contract and Parties.** This Public Works Contract-Small Works ("Contract") is between the CITY OF BLACK DIAMOND, King County, Washington ("City"), a Washington municipal corporation and **Waters & Wood, Inc.** ("Contractor"), a corporation organized under the laws of the State of Washington, whose address is **131 30th Street NE #25, Auburn, WA 98002**. The City and Contractor are each a "Party" and together the "Parties" to the Contract. The Parties agree as follows.
2. **Project.** The Parties enter into this Contract for purposes of Contractor providing the City with equipment, materials and performing work for the City ("the Project"), generally described as:

Project Description and references Supply and install (1) Basta 6.7k 61" aluminum lift with 94) centering devices, bow stop, (4) remotes, battery box, and solar charger. Install extended legs and X-brace kit for stability. Supply and install (1) 12x28 2x2 6061 stick-framed canopy frame with translucent cover.
3. **Effective date.** This Contract becomes effective and binding upon the Parties, including each Party's heirs, successors, and assigns, immediately upon execution of this contract by both parties.
4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via facsimile or email. It is the responsibility of Contractor to notify the City in writing if any of the contact information appearing below should change. Any notices required shall be in writing and delivered to the following addresses. If notice by email, a hard copy shall be delivered or mailed the same date as email.

CITY CONTACT INFORMATION

CONTRACTOR CONTACT INFORMATION

CITY OF BLACK DIAMOND	Waters & Wood, Inc.
Mailing: P.O. Box 599	131 30th St NE #25 Auburn, WA 98002
Delivery: 24301 Roberts Drive	
Black Diamond, Washington 98010	Tax I.D. # 91-1675712
Contact: Seth Boettcher	Contact: Eric Hamilton
Phone: (360) 886-5700	Ph: (206) 719-5045
Fax: (360) 886-2592	Fax:

5. **Notice to Proceed.** Contractor shall provide a performance bond, insurance certificates, a City business license and statement of intent to pay prevailing wage rates within 10 days of receiving a notice of award. The City expects to issue a notice of award on or about [date] Upon timely receipt of the bond, insurance certificate, business license and statement of intent to pay prevailing wage rates, the City will thereafter have ten (10) days to issue a notice to proceed. [Date] shall be the deadline for completion of all work in accordance with the terms and conditions of the Contract. The deadline for completion of work may be extended, if the notice to proceed is delayed. The contract will stay in full force and effect until all obligations of the contract are satisfied.
6. **Obligations of Contractor.** The following terms and conditions apply to this Contract:
- A. *In general.*
- (1) Responsible for all labor and work. Contractor shall be solely responsible for furnishing all labor and performance of all work necessary to complete the Project as required.
 - (2) Responsible for furnishing all materials and equipment. Contractor shall furnish all materials and equipment necessary to complete the Project, except for any materials expressly agreed in writing to be provided by the City.
 - (3) Documents incorporated by reference. All terms and specifications contained in any Request for Proposals (RFP) that was issued by the City as part of determining the awarding of this Contract are hereby incorporated by reference and must be complied with by Contractor, unless one or more of such terms and specifications are expressly amended or waived in writing by the City. The contract documents that the contractor shall comply with are: (1) this contract (2) the City's Construction Standards; (3) the WSDOT Standard Specs for Road, Bridge and Municipal Construction; (4) Contractor's proposal; (5) the solicitation for bids including the roadway section design, cement treated base specification and the project and reconstruction limits; (6) Exhibit A, attached hereto.
 - (4) Laws and regulations to be followed. Contractor, its employees, agents, and subcontractors, shall at all times fully comply with all applicable laws, regulations, and administrative rulings in performing work for the Project.
 - (5) Work Hours. Contractor shall not work on weekends. On Mondays through Thursdays, Contractor shall not start work before 7:00 AM, and shall not work after 6:00 PM. Contractor shall not start work before 7:00 AM on Fridays. Contractor must be off the street and shall not work after 3:30 PM on Fridays.
 - (6) Conditions of Work. By submitting a proposal in response to the City's solicitation for quotations, Contractor represents and warrants to the City that Contractor has fully informed itself of all conditions relating to the work involved for completing the Project. In prosecuting the work, Contractor shall employ such methods or means as will not interfere with or interrupt the work of the City or its agents, employees or contractors.

- (7) Contractor's Responsibility. Contractor will prosecute the work in accordance with instructions, descriptions and/or plans and specifications provided by the City. Contractor shall carry on the work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work and/or materials before its final completion and acceptance, repair or replace forthwith the work and/or materials so injured, damaged or destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at site and become responsible therefore as though such materials and/or equipment were being furnished by Contractor. Contractor shall procure all permits (unless permits are secured by the City) and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor shall be responsible for preparing working drawings and shall submit them to the City for approval prior to commencement of work. For purposes of this Contract, working drawings shall mean, shop drawings, shop plans, erection plans, false-work plans, framework plans, cofferdam, cribbing and shoring plans, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, which Contractor will rely on for purposes of conducting the work for the Project.
- (8) Contractor Clean-Up. Prior to physical completion, all debris resulting from Contractor's work, delivery or installation of equipment shall be disposed of entirely by Contractor in an efficient and expeditious manner as required and directed by the City.
- (9) Safety. Contractor and its subcontractors shall take all safety precautions and furnish and install all guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the work. Contractor agrees to furnish Material Safety Data Sheets (Form OSHA-20) applicable for hazardous or potentially hazardous products. Contractor agrees to comply with the conditions of the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued thereunder, and certify that all items furnished and purchased will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the City from damages assessed against the City because of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

B. *Work Performance.*

- (1) Prevailing wages. Contractor shall pay prevailing wages, as that term is defined under the laws of the State of Washington, for all work performed on this Project by Contractor and by Contractor's employees, agents and subcontractors. Contractor is fully responsible for prevailing wage compliance.
- For reference only, and without relieving any Contractor responsibility, the City notes the State of Washington prevailing wage rates for public works projects located in King County may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this Project, the applicable effective date for prevailing wages for this Project is **February 6, 2025**. A copy of prevailing wage rates are also available for viewing at the office of the City, located at 24301 Roberts Drive, Black*

Diamond, WA 98010. Upon request, the City will mail a hard copy of the applicable prevailing wages for this Project.

- (2) Notice to City. Minimum 24-hours prior notice shall be given to the City's Department of Public Works prior to commencement of work under this Contract.
- (3) Approved Plans & Specifications to be followed. All work is to be performed to the City's satisfaction and in compliance with the Contract Documents listed in section 6.3 above, unless such requirements or specifications are expressly amended in writing by the City.
- (4) Schedule of Work to be followed. The project shall be completed by [date]. Contractor shall diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with any Schedule of Work agreed to by the Parties, and shall make all reasonable efforts to complete the work in a timely manner.
- (5) Duty to Correct. Contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract. The Contractor shall bear the cost of correcting such rejected work. If the Contractor fails to correct nonconforming work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.
- (6) Project Administration/Notice to Proceed. The Public Works Director, or his or her designee, shall administer this Contract and shall have all authority provided for the City under this Contract including all project approvals, including change orders. Contractor shall not commence work until Notice to Proceed has been given by the City. All work performed under this Contract will be monitored and inspected by the Public Works Director or his or her designee, and accepted by same.

C. *Non-Discrimination.*

- (1) Contractor, Contractor's officers and employees, and its subcontractors and agents, shall not discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age, disability, or other condition prohibited by federal, state, or local law or ordinance, except where the condition constitutes a bona fide occupational qualification under law.
- (2) Any violation of this Section shall be a material breach of this Contract and grounds for immediate cancellation, termination, or suspension of the Contract by the City, in whole or in part, and may result in Contractor being ineligible to perform further work for the City.

7. **Compensation.** Compensation shall be ~~theby Lump~~ Sum of \$484,347,437.4600 in two installments (50% pre-constructions deposit and 50% upon completion) according to the bids received by e-mail. The City will make two payments within the time frame identified in section 8 less retainage and one final payment for retained funds once the City has received certification that state rate wages have been paid and state taxes have been

paid. The first payment will be 50% of lump sum for materials purchased for the scope of work~~the cost of the equipment delivered to the site~~. The second payment will be for the remaining balance of the contract amount less retainage once the project is complete and operational and the City has received an invoice.

8. Payment

- A. Contractor shall request approval and acceptance of the scope~~each category~~ of work from the City. Contractor may not bill for the completed work until the City has accepted the completed work.
- B. Material invoices shall be submitted to the City for the initial deposit. ~~All~~ invoices shall be submitted for work after it has been performed, and paid by City warrant within sixty thirty (30) days of receipt of a proper invoice.
- C. Failure to perform any of the obligations under the Contract by Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by the City that any work has been satisfactorily completed.
- D. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

9. **Performance Bond.** Contractor shall provide a performance and payment bond to the City prior to commencement of work for 100% of the bid amount including tax guaranteeing the full and faithful performance by Contractor of the terms and conditions of this Contract.

Initial: _____ (Contractor)

10. **Retainage.** Pursuant to Chapter 60.28 RCW, a sum of five percent (5%) of the monies earned by Contractor will be retained from progress payments. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract. No final payment or release of any retainage will be made until Contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7 or other approved form) that has been certified by the industrial statistician of the Department of Labor and Industries. Also the retainage will not be released until the City has received certification that the Department of Revenue has received due payment of applicable taxes. Once the City has received certification from appropriate departments of the state of Washington, 45 days has passed from the date of acceptance of the Project and the City has not received any claims against the Project, then the City will release the retainage.
11. **Changes.** After execution of the Contract, changes in the Project may be accomplished by change order. The City, without invalidating the Contract, may order changes in the Project within the general scope of the Contract consisting of additions, deletions or other revisions, the contract sum and Contract completion date being adjusted accordingly. Change orders shall be in writing signed by the Parties.

12. Termination of Contract. This Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract 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 Contractor. Contractor 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.

13. Responsibility Criteria and Verification by Contractor. Pursuant to Chapter 39.04 RCW, the following requirements are part of this Contract:

A. Responsibility Criteria.

(1) Eligibility to be awarded contract. Contractor hereby certifies that Contractor meets the following responsibility criteria:

- a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
- b. Contractor has a current state unified business identifier number;
- c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
- d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

B. Requirement to verify subcontractors. Contractor verifies the responsibility criteria contained above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors and that each subcontractor verify the responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every subcontract of every tier.

14. Insurance.

A. All employees, subcontractors, agents to be covered. Contractor shall procure and maintain for the duration of the Contract, and shall provide proof satisfactory to the City, insurance that covers Contractor and each of Contractor's employees,

subcontractors or agents (who are not otherwise covered by Contractor's 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 Contractor, its employees, subcontractors or agents.

- B. Lack of insurance grounds for termination of contract. Failure of Contractor to maintain insurance as required herein shall be grounds for immediate termination of this Contract by the City.
- C. Title 51 Industrial Insurance Waived. The Parties have specifically negotiated as a term of this Contract that Contractor has agreed to expressly waive immunity under Title 51 RCW, Industrial Insurance Law.
- D. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below and maintain such insurance 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 Contractor, its agents, representatives or employees as follows
 - 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. The policy shall provide contractual liability coverage.
 - 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
 - 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - 4. Builders Risk [when applicable] insurance covering interests of the City, Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire, flood, earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

E. Minimum Amounts of Insurance. Contractor 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 and a \$2,000,000 products-completed operations aggregate limit.

3. Builders Risk insurance shall be written in the amount of the completed value of the Project with no coinsurance provisions.

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.

E. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, Employer's Liability and Builders Risk insurance:

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

2. Contractor'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. Contractor, at the City's request, shall provide to the City a complete copy of requested policy(ies) and not just certificates.

4. The City will not waive its right to subrogation against the Contractor. The Contractor's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Contractor'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.

F. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of all amendatory endorsements, naming the City as additional named insured, including but not necessarily limited to the additional insured endorsements evidencing the Automobile Liability and Commercial General Liability insurance of Contractor before commencement of the work. Before any exposure to loss may occur, Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

- G. Subcontractors. Contractor shall ensure that each subcontractor of every tier obtains at a minimum the same insurance coverage and limits as stated herein for Contractor (with the exception of Builders Risk insurance). Upon request of the City, Contractor shall provide evidence of such insurance.
- H. Contractor's Other Losses. Whether insured or not, Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, vehicles, equipment or other personal property; and Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by Contractor, or Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

15. Claims for damages.

- A. Excluded situations. The City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, including public and private utilities; or reasonably foreseeable delays.
- B. Liability limited to direct costs. Contractor agrees that the City's liability to Contractor for payment of claims or damages of any kind whatsoever related to this Contract shall be limited to direct costs as provided under the force account provisions of applicable standard specifications. Contractor expressly waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that are not specific as to the actual, direct costs of contract work as defined in the force account provisions of applicable standard specifications.
- C. "Damages" defined. For purposes of applying RCW 4.24.115 to this Contract, Contractor and the City agree that the term "damages" applies only to a finding in a judicial proceeding and is exclusive of third party claims for damage primarily thereto.
- D. Indemnification. The following provision shall control over any other indemnification provision in the Contract Documents. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City.

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 Contractor and the City, its officers, officials, employees and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further agreed that claims for damages against the City for which Contractor's insurance carrier does not accept defense of the City may be tendered by the City to Contractor, who shall then accept and settle with the claimant or defend the claim. The City retains the right to approve claims investigation and counsel

assigned to said claims, and all investigation of legal work product regarding said claims shall be performed under a fiduciary relationship to the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

16. Assigning or Subcontracting. Contractor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Contract without the express prior written consent of the City.

17. Independent Contractor. Contractor is and shall be at all times during the term of this Contract an independent contractor.

18. Disputes. Any action for claims arising out of or relating to this Contract shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court.

19. Attorneys Fees. In any suit or action instituted to enforce any right granted in this Contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys fees from the other party.

20. Extent of Contract/Modification. This Contract, together with 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 Contract may be amended, modified or added to only by written instrument properly signed by both parties. Should any language in any of the Exhibits or Contract Documents conflict with language contained in this Contract, the provisions of this Contract shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BY ITS SIGNATURE BELOW, EACH PARTY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS CONTRACT AND AGREES TO BE BOUND BY THEM.

CITY OF BLACK DIAMOND

CONTRACTOR

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ (*Corporate Officer (Not Contract Signer)*) certify that I am the _____ (*Corporate Title*) of the corporation named as Contractor in the Contract attached hereto; that _____, (*Contract Signer*) who signed said Contract on behalf of Contractor, was then _____ (*Corporate Title*) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corp. officer signature (not contract signer)

Printed

Title

State of _____

County of _____

_____, (*corporate officer (not contract signer)*) being duly sworn, deposes and says that he/she is _____ (*Corporate Title*) of _____ (*Name of Corporation*)

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public (Signature)

Notary Public (Print)

My commission expires _____

**DECLARATION OF OPTION FOR MANAGEMENT
OF STATUTORY RETAINED PERCENTAGE**

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

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

_____ (1) Retained in a fund by the City.

_____ (2) Deposited by the City in an interest-bearing account in a bank, mutual savings bank or savings and loan association.

_____ (3) Placed in escrow with a bank or trust company by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and Contractor jointly. Such check shall be converted into bonds and securities chosen by Contractor and approved by the City and the bonds and securities held in escrow. Contractor in choosing option (2) or (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

Contractor Signature

Date

Waters & Wood, Inc.

131 30th St NE #25
Auburn, WA 98002
Phone (253) 939-7691
admin@watersandwoodinc.com

January 9, 2025

City of Black Diamond
ATTN: Ryan Sweet

RE: Lake Sawyer Park Dock
Lift & Canopy

Waters and Wood hereby proposes to provide materials and labor for the following:

Supply and install (1) Basta 6.7k 61" aluminum lift with 94" centering devices, bow stop, (4) remotes, battery box, and solar charger.
Install extended legs and X-brace kit for stability.
Supply and install (1) 12x28 2x2 6061 stick-framed canopy frame with translucent cover.

Bid Price: \$44,437.00 + sales tax

*By others: Permits, engineering, surveys, special inspections, electrical, plumbing.

This is a good faith estimate based on information available at time of bid. As with all construction, there are some unknowns. Any unforeseen conditions found during construction will be handled on a time and materials basis. Every attempt was made to provide you with a complete and accurate quote. However, if any material or labor was overlooked and not included in this bid, these items will be an additional cost.

We propose to furnish materials and labor, complete in accordance with these specifications, for the sum of: "Forty-eight thousand, three hundred forty-seven dollars and 46/100" including sales tax. Tax Location Code: 1705

**Payable as follows: 50% down, balance due upon substantial completion.
Max 2% hold for punchlist items.**

All material is guaranteed to be as specified and is warranted under the manufacturer's warranty. All work to be completed in a workmanlike manner and within tolerances accepted by standard industry practices. Workmanship will be warranted directly by Waters and Wood for one year from the date of substantial completion. Any alteration or deviation from above specifications involving extra costs or delayed scheduling will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon accidents or delays beyond our control.

Any special order materials that are not returnable are considered final sale and not eligible for a refund.

Mediation: As a condition precedent to any court hearings or arbitration, the parties to this Contract shall submit any and all disputes between them to non-binding mediation with the assistance of an experienced mediator. The parties shall each designate a representative with full settlement authority who will participate in the mediation. The parties shall bear equally all expenses, exclusive of attorney's fees associated with mediation. This mediation requirement does not affect contractor's right to lien for labor performed, materials furnished, or equipment supplied.

Verification of funding will be required before beginning work on the above project. Any payments not in compliance with the above payment schedule will halt construction and may delay the completion date. We happily accept Visa and MasterCard; however, a 3.5% fee will be assessed to the amount being paid on your credit card as we are charged that amount per transaction.

Final payment is due when this project is complete as outlined above. Any delay in payment will result in late fees being assessed at a daily rate of 1 percent of the outstanding balance.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: February 6, 2025	
Equipment purchase of Raymo RC mower.	Mayor Carol Benson	AB25-021
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Andy Williamson	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$46,209.00	Public Works – Scott Hanis	X
Fund Source: Stormwater Capacity Grant	Court – Tawnya Parks	
Timeline: February 2025		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Quote for Raymo mower purchase.		
SUMMARY STATEMENT: The Public Works Department would like to purchase an electric Raymo RC mower. This specific mower is designed to handle steep slopes and can access areas that our other mowers cannot. The primary use of the RC mower will be for storm ponds, storm ditches and swales. This will reduce labor hours by being able to mow instead of weed whack. Another benefit of this mower is operator safety, as an operator can use this mower on the shoulder of a road without having to put their body in harm's way. Fiscal Note: The pending purchase of the Raymo RC mower is funded through the Stormwater Capacity Grant.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to approve Resolution No. 25-1664, authorizing the purchase of the Raymo RC mower.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
February 6, 2025		

RESOLUTION NO. 25-1664

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE PURCHASE OF A RAYMO RC
MOWER**

WHEREAS, the City has a need for a more efficient method of cutting grass and brush on steep slopes; and

WHEREAS, the City has obtained a quote for a Raymo RC powered electric mower for better grass cutting efficiencies on slopes; and

WHEREAS, the vendor provided a quote through Sourcewell pricing which meets bidding requirements; and

WHEREAS, City staff recommends purchasing an electric Raymo RC mower;

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

Section 1. Public Works is hereby authorized to purchase an electric Raymo RC mower as shown in the quote attached here to.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF
FEBRUARY, 2025.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

January 9, 2025

Kendrick Equipment
2950 Newmarket St.
Suite 101269
Bellingham, WA 98226

ATTN:
Chris Madeo
Stormwater Coordinator
City of Black Diamond
cmadeo@blackdiamondwa.gov
P:(360) 851-4500
Sourcewell member # 152982



PROPOSAL

Clean and silent power for our future

Since its market launch in 2019 RAYMO has proven to be a leading brand among commercial electric mowers. Why was RAYMO so quickly accepted by landscaping professionals around the world? The RAYMO team has approached the machine design concept from a different angle, and introduced a completely new machine that takes maximum advantage of the electric drive system (not just a conversion of a conventional mower).

Thanks to its unique features RAYMO tackles some of the most significant issues the landscaping industry faces. These include noise, emissions, operator safety, vibration, operation on slopes, and maintenance cost. At the same time it delivers an unmatched flexibility with its exchangeable mower decks and power units. First of all, we believe in silent, zero-emission, and sustainable grass-cutting. Regardless of whether it's a home owner, local contractor, or municipality, it is possible to mow without noise or air pollution, while maintaining biodiversity.

RAYMO put maximum effort into creating a commercial machine fit for tough jobs. It is a modular, fully electric, radio-controlled mower that is safe, agile, efficient, silent, clean and inexpensive to operate. The RAYMO TORPEDO mower is an extremely low clearance mower. It has an outstanding climbing ability on steep slopes and undulating terrain. The ZTR steering system in combination with 4WD delivers exceptional driving and maneuvering properties. The remote control keeps you a safe distance away, further reducing your exposure to noise, dust and vibration. This allows you to keep an eye on the surrounding environment. For us, environmental protection, safety, and operation costs always come first. **Try RAYMO for yourself. It is an electrifying experience!**

FOR ADDITIONAL INFORMATION:

<https://www.raymoelectric.com/features/>

<https://www.raymoelectric.com/modularity/>

Raymo Torpedo **\$ 17,458**

Extremely low height allowing you to access low clearance areas and has an outstanding climbing ability on steep slopes and in undulating terrain. ZTR steering, 4WD, Remote control, tractor / carrier be fitted with various exchangeable mower decks, it can also be easily be equipped with different power cartridges (POWERSWAP system).

ADDITIONAL EQUIPMENT:

All-Terrain wheel and tire package	\$ 808
150Ah Li-Ion powerpack with Powerswap cart	\$ 11,273
R48 Craft 48" Reinforced Mulching Mowing Deck	\$ 8,480
Fast charger (25A DC)	\$ 1,348
Flexi Spikes	\$ 2,565
RayLink Telemetry annual subscription (<i>subscription included within Torpedo warranty</i>)	\$ (750)

UNIT COST	\$ 17,458
ADDITIONAL EQUIPMENT COST	\$ 24,474
SUBTOTAL	\$ 41,932
TRANSPORTATION AND OPERATOR TRAINING	\$ INCLUDED
NET TOTAL	\$ 41,932

F.O.B:

Bellingham, WA USA

TERMS:

Balance due upon delivery.

Shipment 30 days or less. Pricing firm to end of January, 31 2025.

Pricing does not include any applicable sales tax.

THANK YOU:

Jonathan Norell,
Regional Sales Manager

Date:
January 9, 2025

Kendrick Equipment
2950 Newmarket Street
Suite 101269
Bellingham, WA 98226
Phone: +1 (360)306-0904
Email: jonathan@kendrickequipment.com



#070821-GCL

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: February 6, 2025	AB25-012A
Ordinance Renewing Moratorium on Battery Energy Storage Systems for an Additional Six Months	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	X
	City Clerk – Brenda L. Martinez	
	Com Dev –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):	Public Works – Seth Boettcher	
Fund Source:	Court – Stephanie Metcalf	
Timeline:		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Proposed Ordinance		
SUMMARY STATEMENT: On February 15, 2024, the City Council adopted a one-year moratorium on accepting, processing, and/or approval of land use and development permit applications for battery energy storage systems (BESS) within the City limits. See Ordinance No. 24-1205. This moratorium was adopted to allow the City to study whether BESS facilities could be safely sited and operated in the City, the potential financial costs and benefits to the City of allowing BESS facilities, and to better understand the public safety and emergency response resources that would be required if BESS facilities were located in the City. The City Council also requested that the City Staff and Planning Commission review which zones would be most appropriate for BESS facilities (if allowed) and what development regulations should be adopted or amended to ensure that BESS facilities were compatible with surrounding uses and to minimize safety risks and financial exposures. Since the moratorium was adopted, the City Council has heard presentations from members of the BESS and utility industries, as well as from concerned citizen groups. The City Council has also observed as the King County Council deliberated and ultimately decided on a suite of regulatory actions to accommodate BESS facilities in unincorporated King County. Additionally, work on the Comprehensive Plan periodic update has been ongoing throughout 2024 and will continue into the first part of 2025. The ongoing review of the land use and economic development chapters of the Plan, as well as a review of the City's zoning and other development regulations presented an opportune time for the City to consider whether provisions for BESS facilities could or should be integrated into the Comprehensive Plan and development regulations. At the January 2, 2025, City Council meeting, the Council requested that the City Attorney prepare an ordinance to approve final development regulations that would effectively prohibit the siting of BESS facilities in Black Diamond. However, at the January 16, 2025, meeting, it was suggested that additional time would be desirable to review how BESS facilities could be safely constructed and operated, and to further consider whether the potential benefits to the capacity, reliability, and sustainability of the		

electrical grid that may result from establishing local connections to battery storage facilities may counsel in favor of allowing BESS facilities in Black Diamond, subject to appropriate regulatory requirements. Because the moratorium adopted by Ordinance No. 24-1205 is set to expire on February 15, 2025, a renewal of the moratorium is necessary to allow additional time to study the potential costs, benefits, and safety concerns posed by BESS facilities; whether they should be allowed in the City; which zones, if any, would be most appropriate for BESS; and what additional regulations might be desirable to accommodate BESS facilities.

The attached ordinance would renew the moratorium for six months, but requests that Staff bring final proposed development regulations to the City Council by May 1, 2025, for consideration and possible adoption. If final regulations are adopted before the end of the six-month renewal period, the moratorium would terminate at that time. It is expected that the final development regulations for BESS would be developed in conjunction with ongoing work on the Comprehensive Plan periodic update and associated development regulations.

This ordinance is prepared as an emergency ordinance which will take effect immediately upon adoption if approved by a majority-plus-one of the Council. If approved only by a simple majority, the ordinance will not take effect until five days after publication, which could create a gap between the original moratorium period and the start of the renewal.

FISCAL IMPACT: There are no immediate fiscal impacts of renewing the moratorium for an additional six months. The City Council is continuing to review the potential fiscal impacts of allowing BESS systems to be sited in the City.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **A MOTION to adopt Ordinance No. 25-1219, renewing the moratorium on Battery Energy Storage Systems for an additional six months; providing for severability; declaring an emergency; and establishing an immediate effective date.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
January 20, 2025	Pulled from agenda	
February 6, 2025		

ORDINANCE NO. 25-1219

AN ORDINANCE OF THE CITY OF BLACK DIAMOND, WASHINGTON, RENEWING FOR AN ADDITIONAL SIX MONTHS THE MORATORIUM ON THE ACCEPTANCE, PROCESSING, AND/OR APPROVAL OF APPLICATIONS FOR BUILDING AND LAND DEVELOPMENT PERMITS AND RELATED LAND USE DECISIONS FOR BATTERY ENERGY STORAGE FACILITIES WITHIN THE CITY OF BLACK DIAMOND; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING THAT THE MORATORIUM WILL TAKE EFFECT IMMEDIATELY UPON PASSAGE.

WHEREAS, within the express terms of the Optional Municipal Code and the Growth Management Act, the Washington State Legislature has conferred upon the governing bodies of Washington code cities the right to establish and adopt moratoria related to land uses, as set forth in RCW 36.70A.390 and RCW 35A.63.220; and

WHEREAS, the City has received interest and inquiries from a developer and potential applicant for land use approvals and development permits relating to battery energy storage facilities, in which questions have been posed regarding whether such facilities are allowed under the City's zoning code, as set forth in Title 18 of the Black Diamond Municipal Code (BDMC); and

WHEREAS, City staff have specifically been asked to issue a formal code interpretation as to whether such a battery energy storage facility would be allowed as a "utilities" use in the Community Commercial zoning district under Chapter 18.38, either as a matter of right for underground utilities or as a conditional use for aboveground utilities; and

WHEREAS, the City's development regulations, and specifically the definition of "Utilities" in BDMC 18.100.710 and the permitted and conditional uses provided in BDMC Chapter 18.38 (Community Commercial), Chapter 18.36 (Neighborhood Center), Chapter 18.32 (Medium Density Residential), and Chapter 18.30 (Single-Family Residential), have not been updated to reflect recent technological changes and business models in the energy storage and electric utility industry; and

WHEREAS, applying these outdated regulations in Title 18 BDMC to new technologies and business models could lead to approval of battery storage projects that are undesirable, unsafe, and/or inconsistent with long-term planning goals and objectives of the City, particularly when the existing regulations have not been reviewed and updated for best practices nor reconsidered in light of technological changes and potential effects such facilities have on surrounding areas and community resources; and

WHEREAS, the City Council has determined the following facts, and identified the following unknown risks and economic factors, that may be relevant in assessing the desirability of, and siting concerns associated with, battery energy storage facilities in the City of Black Diamond:

- A. Battery energy storage systems are essentially rechargeable battery arrays that store excess energy when demand on the electrical grid is low and can feed power back into the system when demand is high (or energy production is low).
- B. The elements used in batteries can pose risks of explosion from overheating and of environmental contamination.
- C. Battery energy storage facilities present fire hazards that can take days or weeks to extinguish, requiring massive volumes of water and chemicals to bring under control, and constant monitoring by fire department personnel during active fire events.
- D. Battery energy storage facilities are sites where hazardous chemicals such as cyanide and hydrofluoric acid are present and thus pose the potential for discharge to surrounding property, air, and groundwater in the event of a fire.
- E. Battery energy storage facilities create potential for air quality hazards in the event of a fire.
- F. Battery energy storage facilities may produce noise and visual impacts that are not currently well understood by the City.
- G. Battery energy storage facilities may produce impacts to wildlife that are not currently well understood by the City.
- H. Battery energy storage facilities may be more appropriate for heavy industrial zones than commercial, neighborhood retail and office, or residential zones.
- I. Battery energy storage facilities may create additional strain on local emergency response agencies and their personnel.
- J. The Washington State Department of Ecology is beginning to compile guidance on battery energy storage facility siting that the City wishes to study before updating its zoning and other regulations applicable to battery energy storage facilities.
- K. The State Legislature adopted House Bill 1216 in 2023, and new Washington state regulations codified at WAC 51.54A.0322 and intended to minimize the risks of lithium-ion battery energy storage facilities through fire safety requirements and construction standards will take effect soon. The City desires to study these new laws and regulations to determine what effects they will have on local regulatory authority.

- L. In October 2024, the King County Council adopted extensive revisions to the King County Code to allow battery energy storage facilities to be sited in large portions of unincorporated King County, subject to extensive regulatory conditions concerning proximity to other structures, strict construction standards, and additional safety and insurance requirements. The City desires to further analyze King County's recent regulatory directives before finalizing updates to the City's zoning regulations and official controls.
- M. Puget Sound Energy, which is conducting RFPs for third-party private entities to develop energy storage facilities connect via high-voltage transmission lines to PSE's regional substations, has published safety and reliability requirements for such facilities that need to be explored and better understood before the City can determine whether to permit battery energy storage facilities in the City, and under what conditions.
- N. It appears that fiscal and/or economic development benefits that would flow to the City if battery energy storage facilities were permitted within the City are minimal, raising cost-benefit concerns among city residents and taxpayers. The City needs to further investigate and analyze potential economic impacts and tax revenues associated with such projects.
- O. Mountain View Fire & Rescue, which provides fire protection and emergency medical response services to the City of Black Diamond, may not have adequate staffing available to respond to intense and long-burning fires at battery energy storage facilities without compromising its ability to respond to other residential and commercial fire and medical emergencies elsewhere in the City.

WHEREAS, due to the unique characteristics of battery energy storage facilities, certain existing requirements in the code may not appropriately address or mitigate the community impacts and risks such facilities may present; and

WHEREAS, on February 15, 2024, pursuant to Ordinance No. 25-1205, the Black Diamond City Council adopted a one-year moratorium on the acceptance, processing, and/or approval of land use and development permit applications for battery energy storage systems and facilities to be sited within the City; and

WHEREAS, since the adoption of the moratorium through Ordinance No. 25-1205, a public hearing was held on March 7, 2024 where many citizens spoke on BESS. The Council has invited several presentations on BESS. On March 21, 2024, presentations were heard from Aypa Power and James DeLay. On May 9, 2024, presentations were given by the Energy Resilience & Emergency Management Office of the Department of Commerce, Tetra Tech, and Aypa Power. On July 18, 2024, Puget Sound Energy presented on BESS to the City Council. Then, on December 16, 2024, a few

Councilmembers and city staff attended a presentation on BESS by the Fire Department (MVFR).

WHEREAS, the City Council's preliminary inclination after reviewing the information gathered to date has been to conclude that the risks of allowing battery energy storage systems to be located in the City outweigh the identified benefits, the City Council is nonetheless mindful of the role that battery energy storage may play in increasing the reliability and capacity of the electrical grid for residential and commercial consumers in the City, and therefore does not wish to reach a hasty or ill-informed decision; and

WHEREAS, the City Council therefore desires additional time to study whether such facilities can be safely built and operated within the City limits without unduly jeopardizing fire and emergency response times or exposing the City and its resident to unacceptable safety risks and financial costs; and

WHEREAS, the City Council needs further opportunity to consider whether battery energy storage system facilities should be allowed in the City either as a permitted or conditional use, and if so, in which zone(s) and whether current zoning regulations in Title 18 and/or other official controls and development standards need to be updated to ensure such facilities can be safely and appropriately sited within the City; and

WHEREAS, processing applications for land use approvals, development permits, and related applications or code interpretations for battery energy storage facilities under existing zoning regulations and other official controls could potentially result in approvals of undesirable and incompatible development until such time that the City has properly reviewed its regulations and implemented any zoning code revisions or additional controls deemed necessary and proper for the health, safety, and general welfare of the City and its residents; and

WHEREAS, the City is currently in the process of conducting its mandatory periodic review of its Comprehensive Plan, which work is expected to be completed and adopted by no later than June 30, 2025, prior to the anticipated expiration of this moratorium; and

WHEREAS, the Comprehensive Plan update work will include analysis and recommendations for need zoning code amendments to implement the Land Use element and Economic Development element of the Plan following its anticipated adoption in the first half of 2025; and

WHEREAS, it would be an efficient use of resources and an appropriate exercise of its planning authority under the Growth Management Act and Chapter 35A.63 RCW for the City to integrate an analysis of whether, and under what regulatory parameters, battery energy storage facilities should be allowed uses within the City with the City's ongoing work on the Land Use chapter and other elements of the Comprehensive Plan and development regulations; and

WHEREAS, the City Council has significant concerns about whether battery energy storage facilities can be appropriately reviewed and analyzed under current regulations and finds that unless the City acts immediately to preserve the status quo, there are likely to be adverse impacts on the City and the health, safety, and welfare of its citizens; and

WHEREAS, pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City may renew a previously adopted moratorium for an additional six (6) months if it adopts findings of fact supporting the need for the renewal and holds a subsequent public hearing; and

WHEREAS, to promote the public health, safety, and welfare, the City Council deems it necessary and proper to renew the moratorium on land use and development permit applications related to battery energy storage facilities for a period six months; and

WHEREAS, the City Council deems it appropriate to hold a public hearing on February 20, 2025, and may adopt additional findings following the conclusion of said public hearing;

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

Section 1. Preliminary Findings. The recitals set forth above are hereby adopted as the City Council's preliminary findings in support of renewing the moratorium first imposed by Ordinance No. 24-1205. The City Council may, in its discretion, adopt additional findings following the conclusion of the public hearing referenced in Section 5 below.

Section 2. Moratorium Renewed. Pursuant to the provisions of Article 11, Section 11 of the Washington State Constitution, RCW 35A.63.220, and RCW 36.70A.390, the one-year moratorium enacted pursuant to Ordinance No. 24-1205 is hereby renewed on the acceptance, processing, and/or approval of applications for:

- a) building permits;
- b) clearing and grading permits;
- c) short plats;
- d) subdivisions;
- e) binding site plans;
- f) site plan reviews;
- g) conditional use permits;
- h) reasonable use exceptions;
- i) variances from Title 18 regulations; or
- j) deviations from any Black Diamond engineering design and construction standards or other technical codes

for any battery energy storage facility within the City or any other type of development permit, approval, or code interpretation in connection with same.

Section 3. Effective Period for Moratorium. The moratorium adopted under Ordinance 24-1205 and renewed under Section 2 of this ordinance shall remain in effect for a period of six (6) months from the date this ordinance is passed and shall automatically expire at the conclusion of that time period unless the same is further extended as provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the City Council.

Section 4. Effect on Vested Rights. Nothing in this ordinance shall be construed to extinguish, limit, or otherwise infringe on any permit applicant's vested development rights as defined by state law and City of Black Diamond regulations.

Section 5. Public Hearing. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council will hold a public hearing at the City Council's regular meeting at 7:00 p.m. on Thursday, February 20, 2025, or as soon thereafter as the business of the City Council shall permit, in order to take public testimony on this renewal moratorium and to consider adopting further findings.

Section 6. Referral to Staff; Work Plan. City Staff and, as appropriate, the Black Diamond Planning Commission, are hereby authorized and requested, as part of their ongoing work on the 2024 Comprehensive Plan periodic update and review of current zoning regulations, to continue studying the issues identified in this ordinance and to develop recommendations for whether battery energy storage facilities should be allowed uses within the City and, if so, what zoning regulations and public processes are needed to protect the health, safety, and welfare of the community and ensure that such facilities are developed in a manner that is compatible with the overall plan and vision for the City. These recommendations shall be reviewed and considered by the Black Diamond City Council for inclusion in the 2024 Comprehensive Plan update, Title 18 of the BDMC, and/or other official controls of the City. City Staff is hereby requested to bring proposed final regulations to the City Council for consideration and possible adoption by no later than May 15, 2025. This work plan is subject to change upon subsequent direction of the City Council following the public hearing referenced in Section 5 of this ordinance.

Section 7. Severability. If any one or more section, subsection, or sentence of this ordinance or its application to any person or circumstance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons and circumstances.

Section 8. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 9. Declaration of Emergency and Effective Date. The City Council hereby finds and declares that there is a significant potential for battery energy storage facilities to create substantial adverse effects on the public health, safety, and welfare if

not addressed by adequate and appropriate development regulations, and that, therefore, an emergency exists which necessitates that this ordinance become effective immediately in order to preserve the public health, safety, and welfare. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641, 904 P.2d 317 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the recitals above, all of which are adopted by reference as findings of fact as if fully set forth herein. If approved by a majority-plus-one of the City Council, this ordinance shall become effective immediately upon passage. If approved by only a simple majority, this ordinance shall become effective five days after publication as provided by law. The City Clerk shall publish a summary of this ordinance at the earliest possible publication date.

ADOPTED BY A MAJORITY-PLUS-ONE OF THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 6TH DAY OF FEBRUARY, 2025.

CITY OF BLACK DIAMOND

Carol Benson, Mayor

ATTEST/AUTHENTICATED:

Brenda L. Martinez, City Clerk

Approved as to form:

David A. Linehan, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No. 25-2019
Date of Publication:
Effective Date:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Ordinance amending Title 18 for the purpose of allowing “Childcare Establishments” as a permitted use in our Community Commercial (CC) and Neighborhood Center (NC) zones	Agenda Date: February 6, 2025 AB25-022	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Andy Williamson	X
	Finance – Xavier Mason	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Scott Hanis	
Cost Impact (see also Fiscal Note): n/a	Court – Judge Swain/Tawnya Parks	
Fund Source:		
Timeline:		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Ordinance with Proposed Code Amendments; Planning Commission Report		
SUMMARY STATEMENT: The proposed code amendments would allow childcare establishments as a permitted use in the City’s Neighborhood Center (NC) and Community Commercial (CC) zones. The Black Diamond Municipal Code (BDMC) regulates where childcare, nursery school, and daycare centers can be located within the City. Currently, childcare facilities are only allowed in the City’s Residential, Town Center, and Business/Industrial Park zones, subject to certain restrictions. Childcare establishments are not allowable uses within the NC and CC zones. This proposal is to amend Title 18 to allow childcare establishments within NC and CC zones as a permitted use. Lack of available locations can adversely affect families in need. The American Planning Association encourages communities to amend zoning ordinances to a wider range of appropriate and safe zoning districts. Expanding the zoning permissions for childcare establishments can have several benefits. It can increase access to childcare services for families, especially in areas where such services are currently scarce or expensive. This can enable parents to work or pursue education more easily, ultimately benefiting the economy and society as a whole. Additionally, diverse zoning can promote community integration and support working parents by providing convenient childcare options near their workplaces or homes. The proposed amendments include amending the code language found in BDMC 18.20.010’s Zoning Matrix and adding childcare establishments to the permitted uses found in 18.36.020 and 18.38.020. In addition, the City is proposing to amend the definition of a childcare establishment in 18.100.224 to include preschools and a reference to RCW 43.216.010(1)(a). The Planning Commission discussed and held a public hearing on these proposed code amendments in July and August, 2024. No negative public comments were received. The Planning Commission’s recommendation to adopt the proposed amendments is provided herewith.		

FISCAL NOTE (Finance Department): There is no financial impact from this technical amendment.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 25-1220, amending Title 18 of the Black Diamond Municipal Code to allow childcare establishments as a permitted use in Community Commercial (CC) and Neighborhood Center (NC) zones.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 6, 2025		

ORDINANCE NO. 25-1220

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AMENDING TITLE 18 OF THE BLACK DIAMOND MUNICIPAL CODE TO ALLOW CHILDCARE ESTABLISHMENTS IN THE NEIGHBORHOOD CENTER AND COMMUNITY COMMERCIAL ZONES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Title 18 of the Black Diamond Municipal Code (BDMC) contains the zoning code for the City and regulates the siting of various uses of real property within the City, including childcare establishments; and

WHEREAS, under the current zoning code, childcare establishments are not permitted uses in the Neighborhood Center (NC) or Community Commercial (CC) zoning districts; and

WHEREAS, childcare establishments are (a) allowed outright as a permitted use in residential zoning districts only if they serve 12 or fewer children; (b) allowed as a conditional use in residential zoning districts (subject to obtaining a conditional use permit) if they care for more than 12 children; (c) allowed outright as a permitted use in the Business/Industrial park zoning district, and (d) as a conditional use (subject to obtaining a conditional use permit) in the Town Center (TC) zoning district; and

WHEREAS, the lack of available locations for childcare centers can adversely affect families in need; and

WHEREAS, the American Planning Association encourages communities to amend zoning ordinances to allow a wider range of appropriate and safe zoning districts for childcare establishments, as doing so can have several benefits, including increasing access to childcare services for families, especially in areas where such services are currently scarce or expensive. This can enable parents to work or pursue education more easily, ultimately benefiting the economy and society as a whole. Additionally, an expansion of siting options for childcare facilities can promote community integration and support working parents by providing convenient childcare options near their workplaces or homes; and

WHEREAS, on July 9, 2024, the Black Diamond Planning Commission reviewed draft amendments to Title 18 BDMC that would expand the allowed locations for childcare establishments to include the NC and CC zones; and

WHEREAS, the Planning Commission held a duly noticed public hearing on August 6, 2024, to receive public testimony regarding the draft zoning code amendments and, upon receipt of no negative comments from the public, thereafter transmitted a recommendation to the City Council recommending adoption of the proposed Title 18 amendments shown in Attachment A hereto; and

WHEREAS, the proposed amendments to Title 18 were forwarded to the Department of Commerce for a 60-day review pursuant to RCW 36.70A.106, and comments were received from Commerce on September 23, 2024, recommending that the definition of “childcare establishment” in BDMC 18.100.224 be modified to include those similar uses found in the statutory definition of “child care center” and “child day care center” in RCW 43.216.010; and

WHEREAS, on September 6, 2024, a SEPA threshold determination of non-significance (DNS) for the proposed zoning code amendments was issued and posted to the City’s website, published in the Seattle Times, uploaded to the statewide SEPA register, and emailed to agencies with jurisdiction; and

WHEREAS, the City Council now desires to amend Title 18 BDMC, as recommended by the Planning Commission, to allow childcare establishments as a permitted use in the NC and CC zones, and to modify the definition of “childcare establishment” in BDMC 18.100.224, all as shown in Attachment A hereto;

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

Section 1. BDMC Title 18 Amended. Sections 18.20.010, 18.36.020, 18.38.020, and 18.100.224 of the Black Diamond Municipal Code are hereby amended as shown in Attachment A hereto for the purpose of allowing childcare establishments as permitted uses in the Neighborhood Center (NC) and Community Commercial (CC) zoning districts.

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

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

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**ADOPTED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND AT A
REGULAR MEETING THEREOF ON THE 6TH DAY OF FEBRUARY, 2025.**

CITY OF BLACK DIAMOND

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

Approved as to form:

David Linehan, City Attorney

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

ATTACHMENT A
Proposed Childcare Establishment Code Amendments:

Chapter 18 – Zoning

18.20.010 – Zoning Matrix

Use	R4	R6	MDR8	NC	CC	TC	B/IP	I	PUB
Childcare including nursery schools and day care centers establishments	P ¹² /C ¹⁰	P ¹² /C ¹⁰	P ¹² /C ¹⁰	P	P	C	P		

Chapter 18.36 – NEIGHBORHOOD CENTER - NC

18.36.020 - Permitted uses.

A. Retail. Only the following uses are allowed:

1. Supermarket and grocery stores: Limited to not more than forty thousand square feet gross floor area.
2. All other typical neighborhood retail uses: Limited to not more than ten thousand square feet gross area for each individual use, whether in a separate building or combined with other uses in one building, not to exceed one hundred thousand square feet gross floor area in total; and excluding drive-through facilities and automobile fueling stations.

B. Personal services provided primarily to neighborhood residents: Limited to not more than four thousand square feet gross floor area per business.

C. General offices: Limited to not more than four thousand square feet gross floor area per business and excluding drive-through facilities.

D. Entertainment/culture: Limited to not more than five thousand square feet gross floor area or capacity of not more than one hundred patrons per business, whichever is greater, and excluding drive-through facilities.

E. Residential uses in attached structures if included as an element of mixed use site development or on upper floors of a mixed use structure.

F. Utilities, below ground.

G. Existing light manufacturing uses provided no expansion is allowed.

H. Veterinary clinics and pet stores; no boarding of dogs or outdoor kennels allowed.

I. Other or Related Uses:

1. Accessory uses and structures as provided in Chapter 18.50.
2. Temporary uses as provided in Chapter 18.52.

J. Childcare establishments

Chapter 18.38 – COMMUNITY COMMERCIAL DISTRICT – CC

18.38.020 - Permitted uses.

- A. Retail, including automobile fueling stations and uses involving outdoor product display or storage.
- B. Personal and professional services.
- C. Entertainment/cultural.
- D. Religious institutions.
- E. Drive through facilities, including automobile fueling stations.
- F. Hotels, motels, and other visitor lodging.
- G. Residential, if developed as an element of mixed use site development, either in separate buildings or on the upper floors of a mixed use building; provided that, residential is not allowed at street level within buildings fronting an arterial street.
- H. Veterinary clinics and pet daycare.
- I. Public uses/facilities.
- J. Utilities, below ground.
- K. Other or related uses:
 - 1. Accessory uses and structures as provided Chapter 18.50; and
 - 2. Temporary uses as provided in Chapter 18.52.

L. Childcare establishments

Chapter 18.100 – Definitions

18.100.224 – Childcare establishment.

An establishment licensed by the State of Washington that provides regularly scheduled care for groups of children for periods of less than twenty-four hours. Includes nursery schools, preschools and daycare centers and can occur in the home of the provider or at a commercial location. See also RCW 43.216.010(1)(a).



CITY OF BLACK DIAMOND

Physical Address: 24301 Roberts Drive
Mailing Address: PO Box 599
Black Diamond, WA 98010

Phone: (360) 851-4447
Fax: (360) 851-4501
www.blackdiamondwa.gov

August 23, 2024

TO: Mayor and City Council

FROM: Planning Commissioners

SUBJECT: Proposed Amendment Title 18 – Childcare Establishments
Planning Commission Recommendation

Dear Mayor and Council,

On behalf of the Black Diamond Planning Commission, I am forwarding our recommendation for a proposal to amend Title 18 for the purpose of allowing “Childcare Establishments” as a permitted use in our Community Commercial (CC) and Neighborhood Center (NC) zones.

On July 9, 2024, at a regular meeting of the Planning Commission, Director Mona Davis provided draft amendments to the Chapter 18 Zoning Code for consideration. The Commissioners reviewed the proposed code amendments to revise Section 18.20.020 Zoning Matrix, 18.36.020 Permitted Uses in Neighborhood Center (NC), 18.38.020 Permitted Uses in Community Commercial District (CC), and 18.100.224 Definitions, to allow childcare establishments as a permitted use. During the meeting, the Commissioners also discussed the definition of childcare establishments and types of businesses that may fall into the categories of childcare, daycare, preschools, and nursery schools.

The Planning Commission held a Public Hearing during a regular meeting on August 6, 2024. At this meeting there were no negative public comments regarding proposed changes to the zoning code as presented. Based on the information provided by the city staff and public comments, the Planning Commission officially recommends and transmits the proposed amendments to the Section 18 Zoning Code for consideration by the City Council.

Sincerely,

Carol Morgan, Chair
Black Diamond Planning Commission

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: February 6, 2025 AB25-023	
Resolution authorizing the Mayor to execute a professional planning services consultant contract with AHBL	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Andy Williamson	X
	Finance – Xavier Mason	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact: \$200,000.00	Public Works – Scott Hanis	
Fund Source: 2025 Budget	Court – Tawnya Parks	
Timeline: February-December 2025		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution, Contract, Exhibit A Scope of Work		
SUMMARY STATEMENT: The Community Development Department requires the use of on-call planning services for the timely processing of land use applications and permits to assure compliance with the applicable City codes and state laws, as well as additional items on the 2025 work plan. This resolution would authorize the Mayor to execute a contract with AHBL for on-call professional planning services through December 31, 2025. The costs are supported by permit fees and the general fund. FISCAL NOTE (Finance Department): The 2025 Budget includes funds for this service.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 25-1665, authorizing the Mayor to execute a professional services agreement with AHBL for professional on-call planning services.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
February 6, 2025		

RESOLUTION NO. 25-1665

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A
PROFESSIONAL CONSULTING CONTRACT WITH AHBL
FOR ON-CALL PLANNING SERVICES TO BE PROVIDED
TO THE COMMUNITY DEVELOPMENT DEPARTMENT**

WHEREAS, the City's Community Development Department does not have the staffing levels to process all long-range planning work for which it is responsible under City code and state law; and

WHEREAS, in order to timely and effectively process land use applications and permits to assure compliance with the applicable City codes and state law, the City desires to contract with the firm AHBL to provide these planning services; and

WHEREAS, the Community Development Department is responsible to conduct long range planning and to make updates to its municipal code as necessary and needs additional professional planning support to fulfill these duties; and

WHEREAS, AHBL is willing and capable to provide the requested services on the terms and conditions set forth in the contract attached hereto as Attachment A.

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 contract between City and AHBL for the provision of planning services to the Community Development Department in an amount not to exceed \$200,000.00 in a substantially similar form attached hereto as Attachment A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF FEBRUARY 2025.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF BLACK DIAMOND AND
AHBL, INC. FOR ON-CALL PLANNING SERVICES**

THIS AGREEMENT is made effective as of February 1, 2025, by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and AHBL, Inc., (hereinafter the "Consultant,"), a corporation organized under the laws of the State of Washington, located and doing business at 2215 North 30th Street, Suite 300, Tacoma, WA 98403.

RECITALS

WHEREAS, the City's Community Development Department is in need of planning services to handle on-call tasks as assigned by the City; and

WHEREAS, the Consultant was previously selected to provide planning services to the City and has provided such services pursuant to previously executed contracts; and

WHEREAS, the City desires for Consultant to continue providing similar planning services and Consultant has agreed to provide such services on the terms and conditions provided in this Agreement;

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

TERMS

I. Description of Work.

The Consultant shall assign professional planning staff, as identified in Exhibit A, to the City to perform on-call planning services for the period identified in Section IV. Such planning services shall include, but not be limited to, review of applications for legislative approvals, review of project permit applications, drafting staff reports to decision-makers, attending hearings and meetings relating to same, drafting public notices and other decision-documents, and ensuring that project permit applications are timely reviewed and processed according to local, state, and federal law.

The Consultant represents and warrants that it and any staff member assigned to the work will have the requisite training, skill, and experience necessary to provide the services required by this Agreement and if required, are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultant(s) 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. The Consultant shall not

subcontract with any subconsultant for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. The payment made by the City to the Consultant shall not exceed \$200,000 for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed agreement. PROVIDED, HOWEVER, the City reserves the right to suspend or terminate the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. This Agreement does not guarantee any amount of work for the Consultant. The Consultant shall be paid by the City for completed services rendered under each approved individual invoice. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals needed to complete the work.

C. The Consultant shall submit monthly invoices to the City for services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

D. The Consultant will not undertake any work or otherwise financially obligate the City in excess of the not-to-exceed amount in Section II(A) above, without a duly authorized amendment to this Agreement. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above.

III. Relationship of Parties

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

during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

IV. Duration of Work

This Agreement is effective as of February 1, 2025 and shall remain in effect until terminated by written notice in accordance with Section V, below. The Consultant shall not begin any work under this Agreement until the City has issued a Notice to Proceed. The parties agree that the individual projects assigned to the Consultant may have individual deadlines for completion that must be met.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Section I. Termination shall be effective immediately upon posting or transmission of written notice by the City, or on such date as stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

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

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's

work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

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

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

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of this 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.

B. 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 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.

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

C. 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 \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

D. 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 its 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 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.

IX. Exchange of Information

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

to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance, and details of the work authorized under this Agreement, the work must meet the applicable deadlines established by the City for completion, 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 hereby or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement that cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, then any resulting litigation must be filed in King County Superior Court, King County, Washington, which shall be the exclusive venue for disputes relating to the interpretation, performance, or enforcement of this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of the State of Washington, exclusive of its choice-of-law rules. The non-prevailing party in any action brought to enforce this Agreement shall pay the other party's expenses and reasonable attorney's fees.

XVI. Written Notice

Unless otherwise specified, any written notice required by this Agreement shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: Wayne Carlson
AHBL, Inc.
2215 N 30th Street
Suite 300
Tacoma, WA 98403

CITY:

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

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

XVII. Assignment

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

XVIII. Modification and Severability

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

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

XIX. Entire Agreement

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

AGREED TO AND EXECUTED BY:

CONSULTANT

CITY OF BLACK DIAMOND

By: 
Wayne Carlson, Principal

By: _____
Carol Benson, Mayor

Consultant:

AHBL, Inc.

2215 North 30th Street, Suite 300
Tacoma, WA 98403-3350

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

EXHIBIT A

This scope of work is for both on-site and off-site development review and planning assistance (Planning Services) to the City of Black Diamond's Community Development Department. Work will primarily include review of land use applications for consistency with City of Black Diamond municipal standards, zoning review of building permit applications, review of land use and building permit applications under deadlines established by law, and general customer assistance for planning and zoning issues. The following is AHBL's Inc. proposed scope of services:

- Provide project planner staff as needed to support Black Diamond's Community Development Department;
- Attend pre-application meetings;
- Conduct site visits;
- Conduct the review of development and building permit applications for code compliance;
- Tracking of development and building permit applications to ensure that a final decision issues within the deadlines established by law;
- Review SEPA documentation for purposes of recommending additional studies, SEPA determinations, and/or mitigation measures (this would not include review of technical studies outside our area of expertise);
- Communicate and coordinate with applicants, their consultants, and other City department staff;
- Prepare staff reports and recommendations in consultation with and under supervision of City staff; and
- Present reports to the Hearing Examiner, Planning Commission, and City Council.
- GIS Support

Alex Campbell will serve as project manager for AHBL to provide day-to-day oversight of our planners and will coordinate with City staff to make sure that we are meeting the City's needs.

Wayne Carlson will serve as principal-in-charge of the project and will contact the City on a regular basis throughout the term of the contract to discuss staffing needs and adjust staffing levels accordingly. As principal-in-charge, Wayne will be involved to ensure that AHBL brings the appropriate additional resources to the projects as needed.

Planning support staff shall be approved by the Director prior to providing planning support services. This includes on-site staffing support. AHBL understands that the City has a cost-recovery system in its fee schedule for consultant review of development applications. We are accustomed to tracking our time by each project and will format our invoices in a manner consistent with the City's cost-recovery system.

The Schedule of Charges and Compensation is subject to change.

Effective January 1, 2025