CITY OF BLACK DIAMOND

March 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:

Presentation – Enumclaw School District – Superintendent Dr. Shaun Carey

1) **AB25-028** – Confirming the Mayor's Appointment of Jeff Todd to Position #2 of the Planning Commission

COMMITTEE REPORTS:

DEPARTMENT REPORTS:

CONSENT AGENDA:

2) **Claim Checks** – March 6, 2025, Check No. 55726 through Check No. 55776 in the amount of $403,854.68

3) **Minutes**–Council Meeting of February 20, 2025

4) **AB25-029** – Resolution Authorizing On-Call Services Agreement with Control Systems NW, LLC — Mr. Hanis

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

Fire Services – discussion only — Councilors

NEW BUSINESS:

5) **AB25-030** – Resolution Authorizing Contract Amendment to FCS Group Contract to Perform Additional Financial Forecasting and Analysis of Public Safety Levy Lid Lift Options — Mr. Mason

6) AB25-031 – Ordinance Regarding Emergency Moratorium on Business Licenses, Development Permits and Land Use Approvals for Cannabis-Related Businesses Mr. Linehan

MAYOR'S REPORT:

COUNCIL REPORTS:

- Councilmember Deady
- Councilmember Nielsen
- Councilmember Peterson
- Councilmember Mulvihill
- Councilmember Young
- Councilmember Jones
- Councilmember Page

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:

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 Jef Todd to Position No. 2 of the Planning Commission.**	**Agenda Date: March 6, 2025**	**AB25-028**
	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 – Judge Swain/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 Steve Jensen, a vacancy was created on the Planning Commission.

Interviews were conducted by me and Interim Community Development Director Williamson with applicants. Following the interviews we believe that with his background, knowledge, and expertise, Jeff Todd would be a good addition to the Planning Commission.

Mayor Benson is seeking Council confirmation of her appointment of Jeff Todd to the City of Black Diamond's Planning Commission Position #2; term ending on December 31, 2027.

FISCAL NOTE (Finance Department): N/A

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to confirm the Mayor's appointment of Jeff Todd to Position No. 2 of the Planning Commission; said term to expire on December 31, 2027.**

RECORD OF COUNCIL ACTION

Meeting Date	***Action***	***Vote***
March 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: Jeff Todd

ADDRESS OF RESIDENCE: [redacted] Black Diamond, WA 98010

EMAIL ADDDRESS: [redacted]

PHONE NUMBER (MOBILE, HOME, BUSINESS): [redacted]

BEST TIME TO CONTACT: morning

QUALIFICATIONS AND COMMITMENT REQUIREMENTS (PLEASE INITIAL CONFIRMING AFFIRMATIVE):

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

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

JT 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.

JT 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.

JT 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 OF APPLICANT

11/8/24
DATE

JEFF TODD, PMEC, BMEC, LSSWB, AIPEC

Black Diamond, WA | Greater Seattle Area
Hybrid Friendly | Remote Friendly
[redacted]

Project Management Professional

SUMMARY

Multifaceted professional who has successfully project managed large scale retail initiatives and product launches for Fortune 500 companies. Proven abilities as a writer and producer—headed up several short films and a web series. The latter resulted in receiving an award for best web series. Overall, finds success through ability to nurture partner relationships and drive strategic initiatives. Results-driven, detail-oriented, and an effective communication professional. Supervisors appreciate being tremendously thorough, detail oriented, communicating effectively, professional, dedicated and possessing high-level character. Colleagues appreciate invaluable leadership, project management skills, and the ability to anticipate problems.

CORE COMPETENCIES

- **Project Management:** 15+ years of professional PM experience (includes 7+ years in the video game industry). Personally managed hundreds of projects throughout career mostly in tech. Focuses on ensuring details don't slip and keeping project milestones communicated. Track record of working on AAA console titles and major franchises.
- **Marketing:** 10+ years of solid marketing experience primarily in tech. Key contributor to hundreds of marketing campaigns. Focuses on the needs/goals of the customer and reverse engineers the campaign accordingly.
- **Multitasking:** 15+ years of experience. Able to juggle up to hundreds of individual items while adhering to schedules throughout career mostly in tech and print by using daily status check-ins to keep things on track.
- **Partner Management | Relationship Management:** 9 years of client-centered experience. Personally managed multiple key accounts such as Activision/Blizzard, EA, Ubisoft, Xbox Game Studios, and Bethesda. Very customer service oriented with an emphasis on being a trusted resource for the client.
- **Presentations:** 8+ years of experience delivering impactful presentations. Comfortable presenting to groups of 50+ people and capable of using slides, notes, and memorization to adhere to the script. Ensures presentations are highly organized and provide a crisp, clear narrative.
- **Merchandising:** 7+ years of delivering innovative merchandising experiences. From retail store collateral to large retail standees, and digital only products, I've successfully pushed forward new ways to promote products at retail. I did this by partnering with team members to provide insight and guidance on current best practices.
- **Event Management:** 2.5 years of event experience. Taken part in helping to plan and setup 3 major events with thousands of attendees. By using a master checklist to ensure schedules are followed and nothing is missed.
- **Sales Reporting:** 1 year of sales reporting experience. Crafted over 20+ worldwide sales revenue reports for Xbox digital game sales. Focused on presenting numbers in clear and precise detailed facts.

KNOWLEDGE | SKILLS | ABILITIES

Analytical Skills | Attention to Detail | Budget Management | Business Development | Collaboration
Communication Skills | Customer Relations Management | Flexible | Honest | Integrity | Multitasking | Organization
Resource Management | Prioritize Tasks | Problem Solving | Production | Product Management | Professional
Project Management | Strategy Development | Strategic Thinking | Workback Schedules | Value Propositions | Writing

PROFESSIONAL EXPERIENCE

Freelance Writer and Producer	**January 2013 to Present**
Freelance | www.JeffretyATodd.com	

- **Production Credits:**
  - ✓ A Wish for Mr. Whiskers (Short Film, 2016, Writer & Producer)
  - ✓ The Best Six Minutes (Short Film, 2015, Writer)
  - ✓ Dude Tips (Web Series, 2013, Writer)

Senior Project Manager	**February 2016 to June 2023**
JeffreyM Consulting	**Redmond, WA**

- **Relationship Management:** Partnered with various Game Publishers including Xbox Game Studios, Activision, Blizzard, Bethesda, Bungie, CD Projekt, Plaion, 505 Games, Focus Entertainment, Electric Arts, and Ubisoft.

Resulted in growth of the overall game library for the Xbox Digital at Retail program, which increased the sales revenue for the program of approx. $150MM in lifetime sales.

- **Project Management:** Managed strategic market expansions into Brazil, Chile, Israel, Turkey, and South Africa, by providing comprehensive oversight of titles to sell in each market. Resulted in new sales revenue of approx. $2MM for the Xbox Digital at Retail program.
- **Schedule Management:** Managed the scheduling of all deliverables for digital and print packaging assets, pricing, and game token availability. Resulted in all deliverables being delivered at least 30 days prior to a game title's launch to online and physical retailers.
- **Packaging:** Coordinated design improvements each quarter with the Microsoft Packaging team for all Xbox Digital at Retail branded templates. Resulted in successful buy-in for rollouts to game publishers.
- **Communications:** Communicated out important updates via weekly calls and emailed status reports. Resulted in recipients having a clear understanding of status and future next steps, which increased the chances of retailer's stocking titles at launch.
- **Sprint Management:** Coordinated with the engineering design v-team to provide fast accurate testing and feedback of every new software design feature for the company's internal proprietary project management tool. Resulted in improved streamline features that aided the ease of use for all users.
- **SharePoint Management:** Managed the team's SharePoint site by uploading and editing content. Resulted in users always able to find the most up to date content.
- **Presentations:** Led marketing training calls on Xbox Digital at Retail program and resources. Resulted in users having a greater understanding on how they can get the most out of the program.
- **Producer:** Produced a series of 13x training videos on how to use the company's internal proprietary project management software. Resulted in new and existing users having a resource tool to help answer their questions.
- **Sales Reporting:** Created weekly worldwide Xbox digital game sales revenue reports for Xbox Leadership. Resulted in providing a clear picture of market trends and areas of focus.

Producer	**October 2014 to June 2015**
Aquent	**Redmond, WA**

- **Producer:** Produced 3 interviews into videos for the Microsoft Research blog. Resulted in one of the videos (Halo 5 Multiplayer) at the time receiving the most ever views in a single day, approx. 15,000.
- **Director:** Directed 2 photo shoots and 10 different video interviews highlighting Microsoft Research projects. Resulted in the documentation of new and exciting ongoing research projects being worked on.
- **Improving the Halo 5 Multiplayer Experience** https://www.youtube.com/watch?v=M1ZpL_ulqeE
- **Graphic Designer:** Created several graphics for Microsoft Research blog posts. Resulted in clear and concise marketing messages to thousands.
- **Event Management:** Assisted with the planning and day of setup for Microsoft TechFest. Resulted in thousands of attendees being able to effectively get the most out of their time at the event.
- **Print Management:** Reviewed printer proofs for TechFest event brochure. Resulted in the printer being able to print and deliver brochures a week before the event.
- **Video Display Content:** Responsible for managing content presented on the welcome screens in the Microsoft Executive Briefing Center. Resulted in making quarterly updates to the content, which highlighted new and innovative Microsoft Research programs.

CONTINUED PROFESSIONAL EXPERIENCE

Print Production Assistant Manager | T-Mobile | 2008 to 2011
Account Manager | University of Washington | 2007 to 2008

EDUCATION

Pursued Master of Communication in Digital Media
University of Washington

Diploma (Honors) | Writing for Film & Television
Vancouver Film School
Select Courses: Pitching, Story Structure, Creative Thinking, Feature Development, Film Production, Comedy Writing, Visual Storytelling, Writing for Web Series, Writing for Games, TV Rewrites, Story Editing, Writing for Animation.

Bachelor of Arts (BA) | Communications
University of Washington
Select Coursework: Business, Communications, Economics, Liberal Arts (including Film and Drama), Psychology, Sociology, Project Management, Leadership, Political Science, Computer Science, Astronomy.

CERTIFICATIONS

Pursuing Project Management Professional (PMP) Certification | PMI | Expected 2025

Project Management Essentials Certified (PMEC) | MSI Management and Strategy Institute | 2024

Business Management Essentials Certified (BMEC) | MSI Management and Strategy Institute | 2024

Lean Six Sigma White Belt Certified (LSSWB) | MSI Management and Strategy Institute | 2024

AI Prompting Essentials Certified (AIPEC) | MSI Management and Strategy Institute | 2024

CONTINUING EDUCATION

Exercising Leadership: Foundational Principles | Harvard University | Auditing via edX.org 2024

Omnichannel Strategy and Management | Dartmouth College | Auditing via edX 2024

Management in Engineering: Strategy and Leadership | MIT | Auditing via edX 2024

Corporate Brand and Reputation | Dartmouth College | Auditing via edX 2024

Project Management Life Cycle | Rochester Institute of Technology | Auditing via edX 2024

Best Practices for Project Management Success | Rochester Institute of Technology | Auditing via edX 2024

Marketing, Communications, and PR | Microsoft | Auditing via Coursera 2024

SOFTWARE SKILLS | TECHNICAL

- **Microsoft Office Suite:** Word, Excel, PowerPoint, Outlook.
- **Analytics:** Google Analytics.
- **Databases:** Access.
- **E-Commerce | Cloud:** AWS, OneDrive.
- **Project Management:** SharePoint, Microsoft Project, JIRA, Asana, Confluence, Smartsheet.
- **Adobe Creative Suite:** InDesign, Photoshop.
- **Collaboration:** Teams, Skype, Zoom, Twitter (X), TikTok, YouTube, Discord, WhatsApp.
- **Business Intelligence:** PowerBI.
- **Creative:** iMovie, Garageband.
- **AI:** ChatGPT, Microsoft Designer.
- **Writing:** Final Draft.
- **CRM:** Salesforce.

PROFESSIONAL AFFILIATIONS

Union Member | Freelancers Union
Member | Northwest Screenwriters Guild
Member | Project Management Institute

PERSONAL INTERESTS

Video Games | Gaming | Pokémon | Disney | Screenwriting | Boating | Skiing | LEGO | Star Wars

CERTIFICATION

Finance Committee Meeting **February 27, 2025**
Council Date: **March 6, 2025**

Check No.'s / EFT	Batch Name	Check / EFT Date		Amount
55726 - 55775	3rd February 2025 Batch	03/07/25		389,212.22
55776	1st March 2025 Batch	03/07/25		14,642.46
		TOTAL	$	403,854.68

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.

Shane C. O'Neill

Shane O'Neil Deputy Finance Director

DATE: 02/26/2025

CAROL BENSON, MAYOR

DATE

Register

Fiscal: 2025
Deposit Period: 2025 - March, 2025 - February
Check Period: 2025 - March - 1st March 2025 Batch, 2025 - February - 3rd February 2025 Batch

Number	Name	Print Date	Clearing Date	Amount
Umpqua Bank	**4026**			
Check				
55726	AHBL, Inc.	3/7/2025		$34,651.75
55727	Alsco	3/7/2025		$219.58
55728	Amazon Capital Services, Inc.	3/7/2025		$891.43
55729	Aramsco	3/7/2025		$482.57
55730	BHC Consultants, LLC	3/7/2025		$4,650.90
55731	C And B Awards, Engraving	3/7/2025		$32.73
55732	CenturyLink (WA)	3/7/2025		$674.50
55733	City of Issaquah	3/7/2025		$440.00
55734	City of Lake Forest Park	3/7/2025		$400.00
55735	City of Sunnyside	3/7/2025		$5,159.70
55736	Comcast	3/7/2025		$327.35
55737	Confidential Data Disposal	3/7/2025		$45.00
55738	Creative Product Sourcing	3/7/2025		$3,354.88
55739	Darla Clifton	3/7/2025		$8.50
55740	FBI - LEEDA	3/7/2025		$50.00
55741	Ferguson Waterworks #3011	3/7/2025		$3,312.14
55742	Peter Boyce,	3/7/2025		$281.26
55743	Financial Consultants International Inc	3/7/2025		$327.30
55744	First Responder Outfitters - TAC	3/7/2025		$58.75
55745	FP Mailing Solutions	3/7/2025		$130.56
55746	Fugate Ford	3/7/2025		$3,013.85
55747	Grainger	3/7/2025		$134.16
55748	Grindline Skateparks	3/7/2025		$173,311.77
55749	Home Depot Credit Service	3/7/2025		$140.22
55750	HydroCorp, LLC	3/7/2025		$5,880.00
55751	Johnsons Home & Garden	3/7/2025		$254.29
55752	King County Finance	3/7/2025		$36,223.05
55753	L.N. Curtis & Sons	3/7/2025		$119.06
55754	Mountain View Fire & Rescue	3/7/2025		$258.66
55755	Parametrix, Inc.	3/7/2025		$1,342.50
55756	Devon Lewis,	3/7/2025		$145.00
55757	Leslie R C Madrigal,	3/7/2025		$176.00
55758	Puget Sound Energy	3/7/2025		$10,539.43
55759	Quiring Monuments, Inc.	3/7/2025		$2,343.55
55760	Raedeke Associates Inc	3/7/2025		$279.00
55761	Reano Construction & Logging Inc.	3/7/2025		$2,720.00

Number	Name	Print Date	Clearing Date	Amount
55762	RH2 Engineering Inc.	3/7/2025		$10,004.51
55763	Rob Reed	3/7/2025		$4,500.00
55764	South Correctional Entity	3/7/2025		$1,505.77
55765	State Auditor's Office	3/7/2025		$1,112.80
55766	Summit Law Group, PLLC	3/7/2025		$325.00
55767	Greg & Annette Crandall,	3/7/2025		$496.05
55768	Unitec Corporation	3/7/2025		$509.38
55769	Valley Communications Center	3/7/2025		$9,884.94
55770	Varius Inc.	3/7/2025		$40,446.00
55771	WAPRO	3/7/2025		$25.00
55772	Washington State University-Conference Management	3/7/2025		$1,400.00
55773	Water Management Laboratories, Inc.	3/7/2025		$56.00
55774	Waters & Woods Inc	3/7/2025		$24,173.73
55775	Wescom Communications	3/7/2025		$2,393.60
55776	Sorci Family LLC	3/7/2025		$14,642.46
		Total	**Check**	**$403,854.68**
		Total	**4026**	**$403,854.68**
		Grand Total		**$403,854.68**

Voucher Directory with Transaction Date

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
AHBL, Inc.						
	55726			**1/31/2025**	**2025 - February - 3rd February 2025 Batch**	
		150410				
			January 2025 Service			
			001-000-240-558-60-41-01		PLN: Prof Serv - Long Range Planning Planning Consultant/Assistant	$8,445.00
		Total 150410				**$8,445.00**
	55726			**1/31/2025**	**2025 - February - 3rd February 2025 Batch**	
		150412				
			January 2025 Service			
			001-000-257-558-70-41-01		MDRT - Fiscal Analysis-	$26,206.75
		Total 150412				**$26,206.75**
	Total 55726					**$34,651.75**
Total AHBL, Inc.						**$34,651.75**
Alsco						
	55727			**2/11/2025**	**2025 - February - 3rd February 2025 Batch**	
		LTAC1102382				
			PW - Uniforms			
			101-000-000-542-30-31-04		STRT: Uniforms & Safety Supplies Streets - Uniforms	$27.45
			401-000-000-534-80-31-05		WTR: Uniform Allowance Water - Uniforms	$27.45
			407-000-000-535-80-31-04		SWR: Uniform Allowance Sewer - Uniforms	$27.44
			410-000-000-531-10-31-04		STRM: Uniforms and Safety Supplies Storm - Uniforms	$27.45
		Total LTAC1102382				**$109.79**
	55727			**2/18/2025**	**2025 - February - 3rd February 2025 Batch**	
		LTAC1103435				
			PW - Uniforms			
			101-000-000-542-30-31-04		STRT: Uniforms & Safety Supplies Streets - Uniforms	$27.45

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
			401-000-000-534-80-31-05			Water - Uniforms	WTR: Uniform Allowance		$27.45
			407-000-000-535-80-31-04			Sewer - Uniforms	SWR: Uniform Allowance		$27.44
			410-000-000-531-10-31-04			Storm - Uniforms	STRM: Uniforms and Safety Supplies		$27.45
		Total LTAC1103435							**$109.79**
	Total 55727								**$219.58**
Total Alsco									**$219.58**

Amazon Capital Services, Inc.

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	55728			**2/11/2025**	**2025 - February - 3rd February 2025 Batch**				
		17C4-V69J-CWTL							
			PW - Supplies						
			001-000-270-576-80-31-00			Office Supplies	PRK: Office & Operating Supplies		$4.20
			001-000-280-536-20-31-00			Office Supplies	CEM: Office & Operating Supplies		$2.52
			101-000-000-542-30-31-00			Office Supplies	STRT: Office & Operating Supplies		$7.56
			401-000-000-534-80-31-00			Office Supplies	WTR: Office & Operating Supplies		$9.24
			407-000-000-535-80-31-00			Office Supplies	SWR: Office & Operating Supplies		$9.24
			410-000-000-531-10-31-01			Office Supplies	STRM: Office & Operating Supplies		$9.23
		Total 17C4-V69J-CWTL							**$41.99**
	55728			**1/31/2025**	**2025 - February - 3rd February 2025 Batch**				
		19QT-QRYJ-FPP9							
			PW - Supplies						
			001-000-280-536-20-48-04			Gloves not received	Cemetery Grant		($121.84)
		Total 19QT-QRYJ-FPP9							**($121.84)**
	55728			**2/11/2025**	**2025 - February - 3rd February 2025 Batch**				
		1CGG-RVMC-3XLP							
			CH - Supplies						
			001-000-180-518-50-31-00			Cleaning Supplies, Office Supplies	CEN SVCS: Operating & Office Supplies		$41.86
		Total 1CGG-RVMC-3XLP							**$41.86**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	55728			**1/8/2025**	**2025 - February - 3rd February 2025 Batch**				
		1CWW-1F7D-DF43							
			CH - Supplies						
			001-000-180-518-50-31-00			CEN SVCS: Operating & Office Supplies			$52.23
							Cleaning Supplies		
		Total 1CWW-1F7D-DF43							**$52.23**
	55728			**2/19/2025**	**2025 - February - 3rd February 2025 Batch**				
		1FXL-MQNF-YLCQ							
			Clk - Supplies						
			001-000-180-518-50-31-00			CEN SVCS: Operating & Office Supplies			$41.04
							Pens, Tabs		
		Total 1FXL-MQNF-YLCQ							**$41.04**
	55728			**2/11/2025**	**2025 - February - 3rd February 2025 Batch**				
		1G9T-7NK4-4RFR							
			PW - Supplies						
			001-000-270-576-80-31-00			PRK: Office & Operating Supplies			$6.09
							Office Supplies		
			001-000-280-536-20-31-00			CEM: Office & Operating Supplies			$3.65
							Office Supplies		
			101-000-000-542-30-31-00			STRT: Office & Operating Supplies			$10.96
							Office Supplies		
			401-000-000-534-80-31-00			WTR: Office & Operating Supplies			$13.40
							Office Supplies		
			407-000-000-535-80-31-00			SWR: Office & Operating Supplies			$13.41
							Office Supplies		
			410-000-000-531-10-31-01			STRM: Office & Operating Supplies			$13.40
							Office Supplies		
		Total 1G9T-7NK4-4RFR							**$60.91**
	55728			**2/16/2025**	**2025 - February - 3rd February 2025 Batch**				
		1K7R-11DM-YTRY							
			PW - Supplies						
			001-000-270-576-80-31-00			PRK: Office & Operating Supplies			$46.91
							Misc Auto Lighting Supplies		
			001-000-280-536-20-31-01			CEM: Vaults/Liners			$28.14
							Misc Auto Lighting Supplies		
			101-000-000-542-30-31-00			STRT: Office & Operating Supplies			$84.43
							Misc Auto Lighting Supplies		
			401-000-000-534-80-31-00			WTR: Office & Operating Supplies			$103.20
							Misc Auto Lighting Supplies		

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
			407-000-000-535-80-31-00				SWR: Office & Operating Supplies		$103.21
						Misc Auto Lighting Supplies			
			410-000-000-531-10-31-01				STRM: Office & Operating Supplies		$103.20
						Misc Auto Lighting Supplies			
		Total 1K7R-11DM-YTRY							**$469.09**
	55728			**2/11/2025**	**2025 - February - 3rd February 2025 Batch**				
		1KRJ-QRHN-3DLF							
			Clk - Supplies						
			001-000-180-518-50-31-00				CEN SVCS: Operating & Office Supplies		$134.19
						Binders			
		Total 1KRJ-QRHN-3DLF							**$134.19**
	55728			**11/27/2024**	**2025 - February - 3rd February 2025 Batch**				
		1QQX-MYXW-1MJK							
			Com Dev - Supplies						
			001-000-240-558-51-31-00				COM DEV: Office & Operating Supplies		$6.72
						Phone Charger			
			001-000-240-558-60-31-00				PLN: Office & Operating Supplies		$6.71
						Phone Charger			
		Total 1QQX-MYXW-1MJK							**$13.43**
	55728			**2/18/2025**	**2025 - February - 3rd February 2025 Batch**				
		1TTD-MFVL-KLDF							
			PW - Supplies						
			001-000-270-576-80-48-03				PRK: Vehicle Mtc. & Repair		$11.97
						Light Bar			
			001-000-280-536-20-48-03				CEM: Vehicle Maintenance & Repair		$7.18
						Light Bar			
			101-000-000-543-50-48-01				STRT: Vehicle Repair & Maintenance		$21.54
						Light Bar			
			401-000-000-534-80-48-01				WTR: Vehicle Repair & Maintenance		$26.33
						Light Bar			
			407-000-000-535-80-48-01				SWR: Vehicle Repair & Maintenance		$26.32
						Light Bar			
			410-000-000-531-10-48-01				STRM: Vehicle Repair & Maintenance		$26.33
						Light Bar			
		Total 1TTD-MFVL-KLDF							**$119.67**

Vendor Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
55728	**2/6/2025**	**2025 - February - 3rd February 2025 Batch**	
1WD7-LT6R-3PLM			
PD - Supplies			
	001-000-210-521-10-31-00	PD: Office & Operating Supplies	$17.24
		Fingerprint Ink	
Total 1WD7-LT6R-3PLM			**$17.24**
55728	**12/20/2024**	**2025 - February - 3rd February 2025 Batch**	
1Y1N-ML1N-GYG4			
PW - Supplies			
	001-000-270-576-80-31-00	PRK: Office & Operating Supplies	$2.16
		Batteries	
	001-000-280-536-20-31-00	CEM: Office & Operating Supplies	$1.30
		Batteries	
	101-000-000-542-30-31-00	STRT: Office & Operating Supplies	$3.89
		Batteries	
	401-000-000-534-80-31-00	WTR: Office & Operating Supplies	$4.76
		Batteries	
	407-000-000-535-80-31-00	SWR: Office & Operating Supplies	$4.75
		Batteries	
	410-000-000-531-10-31-01	STRM: Office & Operating Supplies	$4.76
		Batteries	
Total 1Y1N-ML1N-GYG4			**$21.62**
Total 55728			**$891.43**
Total Amazon Capital Services, Inc.			**$891.43**
Aramsco			
55729	**2/7/2025**	**2025 - February - 3rd February 2025 Batch**	
S6902789.001			
PW - Supplies			
	101-000-000-542-30-48-00	STRT: Repair and Maintenance	$482.57
		Cold Patch	
Total S6902789.001			**$482.57**
Total 55729			**$482.57**
Total Aramsco			**$482.57**

Vendor Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
BHC Consultants, LLC								
55730			**2/19/2025**	**2025 - February - 3rd February 2025 Batch**				
	0022307							
		January 2025 Service						
		001-000-240-558-51-41-00			COM DEV: Professional Services			$4,650.90
						Contract Building Inspector		
	Total 0022307							**$4,650.90**
Total 55730								**$4,650.90**
Total BHC Consultants, LLC								**$4,650.90**
C And B Awards, Engraving								
55731			**2/19/2025**	**2025 - February - 3rd February 2025 Batch**				
	11239							
		Council Name Plate - Jones						
		001-000-180-518-50-31-00			CEN SVCS: Operating & Office Supplies			$32.73
	Total 11239							**$32.73**
Total 55731								**$32.73**
Total C And B Awards, Engraving								**$32.73**
CenturyLink (WA)								
55732			**2/12/2025**	**2025 - February - 3rd February 2025 Batch**				
	3333977608 02/12/2025							
		January 2025 Service						
		401-000-000-534-80-42-00			WTR: Telephone / DSL / Radios / Air Cards			$377.71
						360-886-7235 830B: Water Reservoir		
		407-000-000-535-80-42-00			SWR: Telephone / DSL / Radios / Air Cards			$69.20
						360-886-0537 580B: Diamond Glen Sewer		
		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			$72.76
						360-886-0474 006B: Ridge Sewer Pump Station		
	Total 3333977608 02/12/2025							**$674.50**
Total 55732								**$674.50**
Total CenturyLink (WA)								**$674.50**

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

City of Issaquah

55733	**2/20/2025**	**2025 - February - 3rd February 2025 Batch**	
25000075			
January 2025 Service			
001-000-211-523-60-49-00		PD: Jail Costs	$440.00
	2 days		
Total 25000075			**$440.00**
Total 55733			**$440.00**
Total City of Issaquah			**$440.00**

City of Lake Forest Park

55734	**1/1/2025**	**2025 - February - 3rd February 2025 Batch**	
2025-BlackDiamond			
2025 Dues			
001-000-210-521-10-49-02		PD: Dues & Memberships	$400.00
	2025 Coalition of Small Police Agencies.		
Total 2025-BlackDiamond			**$400.00**
Total 55734			**$400.00**
Total City of Lake Forest Park			**$400.00**

City of Sunnyside

55735	**2/4/2025**	**2025 - February - 3rd February 2025 Batch**	
15821			
January 2025 Service			
001-000-211-523-60-49-00		PD: Jail Costs	$5,159.70
	78 Days		
Total 15821			**$5,159.70**
Total 55735			**$5,159.70**
Total City of Sunnyside			**$5,159.70**

Comcast

55736	**2/5/2025**	**2025 - February - 3rd February 2025 Batch**	
8498 34 014 0152887 02.05.2025			
February 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 02.05.2025			**$14.62**

Vendor Transaction Number	Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
55736	**8498 34 014 0155476 02.03.2025**	**2/3/2025**	**2025 - February - 3rd February 2025 Batch**	
		February 2025 Servuce		
		001-000-191-525-60-31-00	EM - Supplies	$18.57
			EM Cable 0125628	
	Total 8498 34 014 0155476 02.03.2025			**$18.57**
55736	**8498 34 014 0160559 01.2025 & 2.2025**	**2/13/2025**	**2025 - February - 3rd February 2025 Batch**	
		January & February 2025 Service		
		001-000-212-521-50-49-04	PD: Security	$294.16
			Boat Launch	
	Total 8498 34 014 0160559 01.2025 & 2.2025			**$294.16**
Total 55736				**$327.35**
Total Comcast				**$327.35**

Confidential Data Disposal

55737	**3000401**	**2/4/2025**	**2025 - February - 3rd February 2025 Batch**	
		February 2025 Service		
		001-000-120-512-51-49-06	CRT: Shredding Services	$15.00
		001-000-180-518-50-49-05	CEN SVCS: Shredding Services	$15.00
		001-000-210-521-10-49-05	PD: Shredding Services	$15.00
	Total 3000401			**$45.00**
Total 55737				**$45.00**
Total Confidential Data Disposal				**$45.00**

Creative Product Sourcing

55738	**160917**	**11/13/2024**	**2025 - February - 3rd February 2025 Batch**	
		PD - Supplies		
		001-000-216-521-30-31-00	DARE Supplies	$3,354.88
	Total 160917			**$3,354.88**
Total 55738				**$3,354.88**
Total Creative Product Sourcing				**$3,354.88**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
Darla Clifton						
	55739			**2/24/2025**	**2025 - February - 3rd February 2025 Batch**	
		02242025 DC				
			Employee Reimbursement			
			001-000-180-518-50-41-04		CEN SVCS: Miscellaneous Costs	$8.50
					Tax Bandits - File Corrected 1099's	
		Total 02242025 DC				**$8.50**
	Total 55739					**$8.50**
Total Darla Clifton						**$8.50**
FBI - LEEDA						
	55740			**2/20/2025**	**2025 - February - 3rd February 2025 Batch**	
		42390676-25				
			2025 Dues			
			001-000-210-521-10-49-02		PD: Dues & Memberships	$50.00
		Total 42390676-25				**$50.00**
	Total 55740					**$50.00**
Total FBI - LEEDA						**$50.00**
Ferguson Waterworks #3011						
	55741			**2/14/2025**	**2025 - February - 3rd February 2025 Batch**	
		0064733-1				
			PW - Supplies			
			401-000-000-534-80-31-04		WTR: Meters & Related Costs	$3,312.14
		Total 0064733-1				**$3,312.14**
	Total 55741					**$3,312.14**
Total Ferguson Waterworks #3011						**$3,312.14**
Fin - Transient Vendor						
	55742			**2/21/2025**	**2025 - February - 3rd February 2025 Batch**	
		02212025 PB			**Peter Boyce**	
			Lodging Reimbursement			
			001-000-135-513-11-43-00		ADMIN: Lodging, Meals & Mileage	$281.26
		Total 02212025 PB				**$281.26**
	Total 55742					**$281.26**
Total Fin - Transient Vendor						**$281.26**

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

Financial Consultants International Inc

55743		1/7/2025	2025 - February - 3rd February 2025 Batch	
18458				
PD - Veh Maint				
	001-000-210-521-10-48-01		PD: Vehicle/Eq. Mtc. & Repair	$327.30
		Inbed Tool Box		
Total 18458				**$327.30**
Total 55743				**$327.30**
Total Financial Consultants International Inc				**$327.30**

First Responder Outfitters - TAC

55744		12/20/2024	2025 - February - 3rd February 2025 Batch	
12879-3ADJ				
PD - Uniforms				
	001-000-215-521-10-31-00		PD: Marine Operating Supplies VRF	($811.62)
Total 12879-3ADJ				**($811.62)**
55744		1/23/2025	2025 - February - 3rd February 2025 Batch	
13864-3				
PD - Uniforms				
	001-000-215-521-10-31-00		PD: Marine Operating Supplies VRF	$870.37
Total 13864-3				**$870.37**
Total 55744				**$58.75**
Total First Responder Outfitters - TAC				**$58.75**

FP Mailing Solutions

55745		2/13/2025	2025 - February - 3rd February 2025 Batch	
RI106546759				
02.13.2025 - 05.12.2025 Service				
	001-000-180-518-50-45-01		CEN SVCS: Postage Meter Rental & Maint.	$130.56
		Postage Meter Lease		
Total RI106546759				**$130.56**
Total 55745				**$130.56**
Total FP Mailing Solutions				**$130.56**

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

Fugate Ford

55746			2/14/2025	2025 - February - 3rd February 2025 Batch	
	493796				
		PD - Veh Maint			
		001-000-210-521-10-48-01		PD: Vehicle/Eq. Mtc. & Repair	$3,013.85
	Total 493796				**$3,013.85**
Total 55746					**$3,013.85**

Total Fugate Ford **$3,013.85**

Grainger

55747			2/20/2025	2025 - February - 3rd February 2025 Batch	
	9415104331				
		PD - Bldg Maint			
		001-000-212-521-50-48-00		PD: Bldg Repairs & Maintenance	$134.16
			Exhaust Fan		
	Total 9415104331				**$134.16**
Total 55747					**$134.16**

Total Grainger **$134.16**

Grindline Skateparks

55748			2/24/2025	2025 - February - 3rd February 2025 Batch	
	6532				
		Payment 6			
		310-000-037-594-76-64-00		Skate Park: Construction	$173,311.77
			Construction Phase		
	Total 6532				**$173,311.77**
Total 55748					**$173,311.77**

Total Grindline Skateparks **$173,311.77**

Home Depot Credit Service

55749			2/19/2025	2025 - February - 3rd February 2025 Batch	
	1512023				
		PD - Bldg Maint			
		001-000-212-521-50-48-00		PD: Bldg Repairs & Maintenance	$93.96
			Plumbing Supplies		
	Total 1512023				**$93.96**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	55749			**2/11/2025**	**2025 - February - 3rd February 2025 Batch**				
		9530127							
			PW - Supplies						
			101-000-000-542-30-43-00			STRT: Lodging, Meals & Mileage	Bottled Water		$11.57
			401-000-000-534-80-43-00			WTR: Lodging, Meals & Mileage	Bottled Water		$11.57
			407-000-000-535-80-43-00			SWR: Lodging, Meals & Mileage	Bottled Water		$11.55
			410-000-000-531-10-43-00			STRM: Lodging, Meals & Mileage	Bottled Water		$11.57
		Total 9530127							**$46.26**
	Total 55749								**$140.22**
Total Home Depot Credit Service									**$140.22**
HydroCorp, LLC									
	55750			**2/18/2025**	**2025 - February - 3rd February 2025 Batch**				
		CI-04695							
			January 2025 Service						
			401-000-000-534-80-41-16			WTR: Backflow Testing			$5,880.00
		Total CI-04695							**$5,880.00**
	Total 55750								**$5,880.00**
Total HydroCorp, LLC									**$5,880.00**
Johnsons Home & Garden									
	55751			**2/12/2025**	**2025 - February - 3rd February 2025 Batch**				
		485320							
			PW - Supplies						
			001-000-280-536-20-31-00			CEM: Office & Operating Supplies	Cemetery Operating		$75.12
		Total 485320							**$75.12**
	55751			**2/19/2025**	**2025 - February - 3rd February 2025 Batch**				
		485431							
			PW - Supplies						
			407-000-000-535-80-31-00			SWR: Office & Operating Supplies	Cemetery Operating		$105.15
		Total 485431							**$105.15**

Vendor / Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
55751	**2/20/2025**	**2025 - February - 3rd February 2025 Batch**	
485459			
	PD - Bld Maint		
	001-000-212-521-50-48-00	PD: Bldg Repairs & Maintenance	$74.02
		Pest Control Supplies	
Total 485459			**$74.02**
Total 55751			**$254.29**
Total Johnsons Home & Garden			**$254.29**
King County Finance			
55752	**1/31/2025**	**2025 - February - 3rd February 2025 Batch**	
139480-139482			
	January 2025 Service		
	101-000-000-542-64-48-01	STRT: Traffic Signal Maintenance	$9,241.74
Total 139480-139482			**$9,241.74**
55752	**1/31/2025**	**2025 - February - 3rd February 2025 Batch**	
2163353			
	2024 Voter Registration		
	001-000-137-514-40-49-07	CLK: Voter Registration Costs	$26,981.31
Total 2163353			**$26,981.31**
Total 55752			**$36,223.05**
Total King County Finance			**$36,223.05**
L.N. Curtis & Sons			
55753	**2/7/2025**	**2025 - February - 3rd February 2025 Batch**	
INV914474			
	PD - Uniforms		
	001-000-210-521-10-31-04	PD: Uniform Allowance	$119.06
Total INV914474			**$119.06**
Total 55753			**$119.06**
Total L.N. Curtis & Sons			**$119.06**
Mountain View Fire & Rescue			
55754	**2/24/2025**	**2025 - February - 3rd February 2025 Batch**	
25-003			
	January 2025 Service		
	001-000-240-558-51-41-04	COM DEV: Fire Inspection & Plan Check	$258.66

Vendor / Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
		Fire Inspection & Plan Check	
Total 25-003			**$258.66**
Total 55754			**$258.66**
Total Mountain View Fire & Rescue			**$258.66**
Parametrix, Inc.			
55755	**2/12/2025**	**2025 - February - 3rd February 2025 Batch**	
64222			
	January 2025 Service		
	320-000-054-595-30-41-00	Roberts Drive Recon, CH to SR 169: Prof Svs	$1,342.50
Total 64222			**$1,342.50**
Total 55755			**$1,342.50**
Total Parametrix, Inc.			**$1,342.50**
PD - Transient Vendors			
55756	**2/18/2025**	**2025 - February - 3rd February 2025 Batch**	
INV202521515416269		**Devon Lewis**	
	Traffic School Refund		
	001-000-210-342-10-01-00	PD: Traffic School Fee	$145.00
		Unable to attend	
Total INV202521515416269			**$145.00**
Total 55756			**$145.00**
55757	**2/24/2025**	**2025 - February - 3rd February 2025 Batch**	
INV2025221192532225		**Leslie R C Madrigal**	
	Citation Paid to Traffic School Weblink		
	001-000-210-342-10-01-00	PD: Traffic School Fee	$176.00
		Traffic School Refund	
Total INV2025221192532225			**$176.00**
Total 55757			**$176.00**
Total PD - Transient Vendors			**$321.00**
Puget Sound Energy			
55758	**2/21/2025**	**2025 - February - 3rd February 2025 Batch**	
02042025 PSE			
	January 2025 Service		
	001-000-212-521-50-47-00	PD: Electricity/Gas	$133.62

Vendor Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
		220036933244 - PD Storage		
001-000-248-518-20-47-00		MDRT - Electricity/Gas		$920.20
		City Hall 220036934291, 220036923955, 220036923799, 220036932683, 220036935124 MDRT		
001-000-254-518-20-47-00		CH: Electricity/Gas		$139.15
		Fire Museum 220036935140 - ADM		
001-000-254-518-20-47-01		CH: Utilities		$788.74
		City Hall 220036934291, 220036923955, 220036923799, 220036932683, 220036935124 ADM		
001-000-270-575-30-47-00		PRK: Museum Electric/Gas		$139.15
		Fire Museum 220036935140 - Prks		
001-000-270-575-30-47-00		PRK: Museum Electric/Gas		$889.96
		*220013378793 - Museum		
001-000-270-575-51-47-00		GYM: Electricity/Gas		$802.19
		220036932600 - Gym		
001-000-270-575-70-47-00		Lake Sawyer: Electricity/Gas		$24.58
		220036928194 - Lake Sawyer Boat Launch		
001-000-270-576-80-47-00		PRK: Electricity/Gas		$32.52
		PW - Shop 220036931420 - Parks		
001-000-280-536-20-47-00		CEM: Electricity/Gas		$16.26
		PW - Shop 220036931420 - Cemetery		
101-000-000-542-63-47-01		STRT: Street Lighting		$177.92
		220013379817 - Ped Lighting Roberts		
101-000-000-542-63-47-01		STRT: Street Lighting		$43.68
		000036927626 - St. Light Cov Sawyer & 216th		
101-000-000-542-63-47-01		STRT: Street Lighting		($87.01)
		*220024468559 - Roberts Dr & Bruckners Way - St Light		
101-000-000-542-63-47-01		STRT: Street Lighting		($10.73)
		*220019188881 - 24430 Morgan St - St Light		
101-000-000-542-63-47-01		STRT: Street Lighting		($1,273.35)
		*220013397355 - St. Lights - Roberts & Cemetery Rd		
101-000-000-542-63-47-01		STRT: Street Lighting		$11.48
		220036928228 - 216th Signal & St. Lights		
101-000-000-542-63-47-01		STRT: Street Lighting		$15.71
		220036928285 - Baker St Crosswalk		
101-000-000-542-63-47-01		STRT: Street Lighting		($23.20)
		29036 216th Ave St Light		
101-000-000-542-63-47-01		STRT: Street Lighting		$229.95
		220036933723 - SE 296th St & 219th Ave SE & Traffic Light		
101-000-000-542-63-47-01		STRT: Street Lighting		($13.50)
		*220024466751 - 24619 Morgan St - St Light		
101-000-000-543-50-47-00		STRT: Electricity/Gas		$230.05
		City Hall 220036934291, 220036923955, 220036923799, 220036932683, 220036935124 Streets		

Vendor Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
401-000-000-534-80-47-00		WTR: Electricity/Gas	$1,208.10
		*200009377470 - PD / Court	
401-000-000-534-80-47-00		WTR: Electricity/Gas	$230.05
		City Hall 220036934291, 220036923955, 220036923799, 220036932683, 220036935124 Water	
401-000-000-534-80-47-00		WTR: Electricity/Gas	$1,281.11
		220036927071 - 4.3 Mil Gal Resv	
401-000-000-534-80-47-00		WTR: Electricity/Gas	$3,122.57
		220036926990 - Booster Station	
401-000-000-534-80-47-00		WTR: Electricity/Gas	$24.58
		220036927048 - .5 Mil Gallon Resv	
401-000-000-534-80-47-00		WTR: Electricity/Gas	$195.14
		PW - Shop 220036931420- Water	
407-000-000-535-80-47-00		SWR: Electricity/Gas	$188.15
		220036926024- Morganville Lift Station	
407-000-000-535-80-47-00		SWR: Electricity/Gas	$195.13
		PW - Shop 220036931420 - Sewer	
407-000-000-535-80-47-00		SWR: Electricity/Gas	$230.04
		City Hall 220036934291, 220036923955, 220036923799, 220036932683, 220036935124 Sewer	
407-000-000-535-80-47-00		SWR: Electricity/Gas	$59.45
		220036931479 - Diamond Glen Sewer	
407-000-000-535-80-47-00		SWR: Electricity/Gas	$13.67
		220036931412 - Sewer Pump	
410-000-000-531-10-47-00		STRM: Electricity/Gas	$195.14
		PW - Shop 220036931420- Storm	
410-000-000-531-10-47-00		STRM: Electricity/Gas	$230.05
		City Hall 220036934291, 220036923955, 220036923799, 220036932683, 220036935124 Storm	
410-000-000-531-10-47-00		STRM: Electricity/Gas	$178.88
		PW - Shop220036931420 - Streets	
Total 02042025 PSE			**$10,539.43**
Total 55758			**$10,539.43**
Total Puget Sound Energy			**$10,539.43**

Quiring Monuments, Inc.

Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
55759	**2/20/2025**	**2025 - February - 3rd February 2025 Batch**	
207757			
Monument Repair			
310-000-040-594-36-62-00		Cemetery Rehab Proj Cost	$2,343.55
Total 207757			**$2,343.55**
Total 55759			**$2,343.55**
Total Quiring Monuments, Inc.			**$2,343.55**

Vendor	Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
Raedeke Associates Inc				
	55760	**2/11/2025**	**2025 - February - 3rd February 2025 Batch**	
	61746			
		January 2025 Service		
		001-000-240-558-60-41-01	PLN: Prof Serv - Long Range Planning	$279.00
	Total 61746			**$279.00**
	Total 55760			**$279.00**
Total Raedeke Associates Inc				**$279.00**
Reano Construction & Logging Inc.				
	55761	**10/16/2024**	**2025 - February - 3rd February 2025 Batch**	
	2482			
		Octpber 2024 Service		
		001-000-270-576-80-48-02	PRK: Maintenance & Repairs	$2,720.00
			Inv Lost In Mail	
	Total 2482			**$2,720.00**
	Total 55761			**$2,720.00**
Total Reano Construction & Logging Inc.				**$2,720.00**
RH2 Engineering Inc.				
	55762	**2/20/2025**	**2025 - February - 3rd February 2025 Batch**	
	100108			
		January 2025 Service		
		402-000-003-594-34-63-13	WSFFA-Springs Source Rehab	$1,343.26
	Total 100108			**$1,343.26**
	55762	**2/20/2025**	**2025 - February - 3rd February 2025 Batch**	
	100127			
		January 2025 Service		
		404-000-016-594-34-63-00	Water Loop 169- Const	$383.86
	Total 100127			**$383.86**
	55762	**2/21/2025**	**2025 - February - 3rd February 2025 Batch**	
	100221			
		January 2025 Service		
		101-000-000-542-30-41-00	STRT: Professional Services	$242.16
			Castillo - General Technical Support	
		101-000-000-542-30-41-13	STRT: Prof Service - Eng. Civil Review	$1,820.40
			Wright - Engineering Services	
		401-000-000-534-80-41-13	WTR: Prof Service- Eng. Civil Review	$1,820.40
			Wright - Engineering Services	

Vendor	Transaction Number	Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
			401-000-000-534-80-41-13	WTR: Prof Service- Eng. Civil Review	$242.16
				Castillo - General Technical Support	
			407-000-000-535-80-41-01	SWR: Prof Srvs-GIS & other review	$242.16
				Castillo - General Technical Support	
			407-000-000-535-80-41-13	SWR: Prof Service - Eng. Civil Review	$1,820.39
				Wright - Engineering Services	
			407-000-000-535-80-41-13	SWR: Prof Service - Eng. Civil Review	$27.16
			410-000-000-531-10-41-13	STRM: Prof Service - Eng. Civil Review	$1,820.40
				Wright - Engineering Services	
			410-000-000-531-10-41-13	STRM: Prof Service - Eng. Civil Review	$242.16
				Castillo - General Technical Support	
		Total 100221			**$8,277.39**
	Total 55762				**$10,004.51**
Total RH2 Engineering Inc.					**$10,004.51**

Rob Reed

Vendor	Transaction Number	Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
	55763		**2/21/2025**	**2025 - February - 3rd February 2025 Batch**	
		02212025			
			Purchase of Equipment		
			310-000-002-594-18-62-03	CIP - Gen Govt - Campus Improvements	$4,500.00
				Speakers & Generator purchased directly from R Reed	
		Total 02212025			**$4,500.00**
	Total 55763				**$4,500.00**
Total Rob Reed					**$4,500.00**

Sorci Family LLC

Vendor	Transaction Number	Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
	55776		**3/1/2025**	**2025 - March - 1st March 2025 Batch**	
		02242025 SFLLC			
			March 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	

Vendor Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
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 02242025 SFLLC				**$14,642.46**
Total 55776				**$14,642.46**
Total Sorci Family LLC				**$14,642.46**

South Correctional Entity

Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
55764	**2/10/2025**	**2025 - February - 3rd February 2025 Batch**		
8409				
January 2025 Service				
001-000-211-523-60-49-00		PD: Jail Costs		$932.68
		4 days		
001-000-211-523-60-49-02		PD: Jail Medical Costs		$573.09
		Medical Costs		
Total 8409				**$1,505.77**
Total 55764				**$1,505.77**
Total South Correctional Entity				**$1,505.77**

State Auditor's Office

Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
55765	**2/12/2025**	**2025 - February - 3rd February 2025 Batch**		
L166236				
January 2025 Service				
001-000-140-514-23-41-01		FIN: State Auditor Services		$278.20
101-000-000-542-30-41-14		STRT: State Auditor Services		$66.77
401-000-000-534-80-41-03		WTR: State Auditor Services		$255.94
407-000-000-535-80-41-07		SWR: State Auditor Services		$255.94
410-000-000-531-10-41-02		STRM: State Auditor Services		$255.95
Total L166236				**$1,112.80**
Total 55765				**$1,112.80**
Total State Auditor's Office				**$1,112.80**

Vendor Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Summit Law Group, PLLC			
55766	**2/21/2025**	**2025 - February - 3rd February 2025 Batch**	
161232			
January 2025 Service			
001-000-150-515-41-41-08		Legal Svcs-Union Contracts	$325.00
Total 161232			**$325.00**
Total 55766			**$325.00**
Total Summit Law Group, PLLC			**$325.00**
UB - Transient Vendors			
55767	**2/25/2025**	**2025 - February - 3rd February 2025 Batch**	
2618.0		**Greg & Annette Crandall**	
Utility Refund			
401-000-000-343-40-00-01		WTR: Water Charges	$496.05
Refund Closed Account			
Total 2618.0			**$496.05**
Total 55767			**$496.05**
Total UB - Transient Vendors			**$496.05**
Unitec Corporation			
55768	**2/10/2025**	**2025 - February - 3rd February 2025 Batch**	
SS-06296			
February 2025 Service			
001-000-210-521-10-48-01		PD: Vehicle/Eq. Mtc. & Repair	$509.38
Scale Calibration			
Total SS-06296			**$509.38**
Total 55768			**$509.38**
Total Unitec Corporation			**$509.38**
Valley Communications Center			
55769	**2/10/2025**	**2025 - February - 3rd February 2025 Batch**	
0028511			
January 2025 Service			
001-000-214-521-20-41-00		PD: Valley Comm - Dispatch Service	$9,884.94
188.5 calls			
Total 0028511			**$9,884.94**
Total 55769			**$9,884.94**
Total Valley Communications Center			**$9,884.94**

Vendor Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Varius Inc.			
55770	**2/11/2025**	**2025 - February - 3rd February 2025 Batch**	
1827			
January 2025 Service			
001-000-257-558-70-41-02		MDRT - Civil Engineering	$2,568.00
Total 1827			**$2,568.00**
55770	**2/11/2025**	**2025 - February - 3rd February 2025 Batch**	
1828			
January 2025 Service			
001-000-257-558-70-41-02		MDRT - Civil Engineering	$963.00
Total 1828			**$963.00**
55770	**2/11/2025**	**2025 - February - 3rd February 2025 Batch**	
1829			
January 2025 Service			
001-000-257-558-70-41-02		MDRT - Civil Engineering	$1,926.00
Total 1829			**$1,926.00**
55770	**2/11/2025**	**2025 - February - 3rd February 2025 Batch**	
1830			
January 2025 Service			
001-000-257-558-70-41-02		MDRT - Civil Engineering	$1,284.00
Total 1830			**$1,284.00**
55770	**2/11/2025**	**2025 - February - 3rd February 2025 Batch**	
1831			
January 2025 Service			
001-000-257-558-70-41-02		MDRT - Civil Engineering	$1,284.00
Total 1831			**$1,284.00**
55770	**2/11/2025**	**2025 - February - 3rd February 2025 Batch**	
1832			
January 2025 Service			
001-000-257-558-70-41-02		MDRT - Civil Engineering	$1,284.00
Total 1832			**$1,284.00**
55770	**2/11/2025**	**2025 - February - 3rd February 2025 Batch**	
1833			
January 2025 Service			
001-000-257-558-70-41-02		MDRT - Civil Engineering	$2,568.00
Total 1833			**$2,568.00**

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
	55770	**2/11/2025**	**2025 - February - 3rd February 2025 Batch**		
	1834				
	January 2025 Service				
	001-000-257-558-70-41-02		MDRT - Civil Engineering		$3,852.00
	Total 1834				**$3,852.00**
	55770	**2/11/2025**	**2025 - February - 3rd February 2025 Batch**		
	1835				
	January 2025 Service				
	001-000-257-558-70-41-02		MDRT - Civil Engineering		$17,013.00
	Total 1835				**$17,013.00**
	55770	**2/11/2025**	**2025 - February - 3rd February 2025 Batch**		
	1836				
	January 2025 Service				
	001-000-257-558-70-41-02		MDRT - Civil Engineering		$7,704.00
	Total 1836				**$7,704.00**
	Total 55770				**$40,446.00**
Total Varius Inc.					**$40,446.00**
WAPRO					
	55771	**11/10/2024**	**2025 - February - 3rd February 2025 Batch**		
	10854				
	001-000-210-521-10-49-02		PD: Dues & Memberships		$25.00
	Total 10854				**$25.00**
	Total 55771				**$25.00**
Total WAPRO					**$25.00**
Washington State University-Conference Management					
	55772	**1/6/2025**	**2025 - February - 3rd February 2025 Batch**		
	01062025 WSU				
	001-000-137-514-21-43-00		CLK: Lodging, Meals & Mileage T Williamson - NW Clerks Training		$650.00
	001-000-137-514-21-49-01		CLK: Training & Workshops T Williamson - NW Ckerks Training		$750.00
	Total 01062025 WSU				**$1,400.00**
	Total 55772				**$1,400.00**
Total Washington State University-Conference Management					**$1,400.00**

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
Water Management Laboratories, Inc.			
55773	**2/11/2025**	**2025 - February - 3rd February 2025 Batch**	
226691			
January 2025 Service			
401-000-000-534-80-41-02		WTR: Testing and Sampling	$56.00
Total 226691			**$56.00**
Total 55773			**$56.00**
Total Water Management Laboratories, Inc.			**$56.00**
Waters & Woods Inc			
55774	**2/21/2025**	**2025 - February - 3rd February 2025 Batch**	
15182			
January 2025 Service			
001-000-212-521-50-48-00		PD: Bldg Repairs & Maintenance	$24,173.73
		Boat Dock Repair	
Total 15182			**$24,173.73**
Total 55774			**$24,173.73**
Total Waters & Woods Inc			**$24,173.73**
Wescom Communications			
55775	**2/11/2025**	**2025 - February - 3rd February 2025 Batch**	
53790			
February 2025 Service			
001-000-210-521-10-48-01		PD: Vehicle/Eq. Mtc. & Repair	$2,393.60
		Calibrate Radar Guns	
Total 53790			**$2,393.60**
Total 55775			**$2,393.60**
Total Wescom Communications			**$2,393.60**

Vendor Count 50 **Grand Total $403,854.68**

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of February 20, 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, Young, Jones, Page (Zoom)

ABSENT: Councilmember Nielsen (excused)

Councilmember Peterson **moved** to excuse Councilmember Nielsen from tonight's meeting; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (6-0.

Staff present: Andrew Williamson, MDRT/Ec Development/CD Director; Scott Hanis, Public Works Director; Jake Kapsandy, IT Tech II; Jamey Kiblinger, Police Chief; David Linehan, City Attorney; Brenda L. Martinez, City Clerk/HR Manager.

READING OF GUIDING PRINCIPLES:

AGENDA REVIEW AND APPROVAL:

Mayor Benson announced that we would be adding an executive session to discuss potential litigation pursuant to RCW 42.30.110(1)(i) for 20 minutes with no action to follow.

Councilmember Mulvihill **moved** to approve the amended Agenda; **second** Councilmember Deady. Motion **passed** with all voting in favor (6-0).

PUBLIC COMMENTS: None

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Presentation – Black Diamond Community Center – Cheryl Hanson

Black Diamond Community Center Director Cheryl Hanson spoke to Council about the citizens they serve and discussed their food pantry. She shared the changes happening at the Maple Valley food bank and how they will no longer be serving Black Diamond residents. She discussed the steps they are taking to make sure our residents are able to receive the types of food that was provided by the Maple Valley Food Bank to Black

Diamond clients. She thanked the Black Diamond City Council for their support of the Community Center.

1) **AB25-024 -** Confirming the Mayor's Appointment of Heather Asante to Position #7 of the Planning Commission

Mayor Benson reported on this item.

Councilmember Mulvihill **moved** to confirm the Mayor's appointment of Heather Asante to Position No. 7 of the Planning Commission; said term to expire on December 31, 2025; **second** Councilmember Deady. Motion **passed** with all voting in favor (6-0).

COMMITTEE REPORTS:

Councilmember Mulvihill shared that a printed copy of her committee report was distributed to the Council.

DEPARTMENT REPORTS:

Chief Kiblinger updated the City Council on the City Administrator Meet and Greet and interview process.

Fire – Chief Judkins reminded everyone that there is always a burn ban in the city limits, and noted debris can be sent to the transfer station.

CONSENT AGENDA:

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

2) **Claim Checks** – February 20, 2025, Check No. 55654 through Check No. 55725 (voids 55536, 53908, 55653) and EFTs in the amount of $748,126.23

3) **Payroll** – January 2025, Check No. 20485 through Check No. 20492 and ACHs in the amount of $608,854.29

4) **Minutes** – Council Meeting of February 6, 2025

PUBLIC HEARINGS:

5) **AB25-025** – Public Hearing Regarding the Renewal Moratorium on Battery Energy Storage Systems for an Additional Six Months

City Attorney Linehan spoke on this topic.

Mayor Benson opened the public hearing at 7:30p.m.

Bonnie Helms, spoke to Council and urged that the moratorium must be extended. She shared researching and investigating for the past year and stated the battery chemistry is not being divulged by the developers and she noted that there's all kinds of things that are going to be deposited into our environment. She also mentioned that she was unclear as to why Black Diamond would need this much energy for such a small town.

Craig McGiver, on behalf of Defending Cumberland and Enumclaw Community Association shared his background of being a lead mechanic who deals with high voltage battery electric storage systems daily as well as his personal experience with his 2000 Insight hybrid vehicle. He reiterated a few things by the previous speaker and how they are fuel and continue to create their own oxygen after they have been deprived, and they will keep burning rapidly once it gets to a state of thermal runaway and starts to vent gases and can't be put out.

Mayor Benson closed the public hearing at 7:41 p.m.

UNFINISHED BUSINESS:

6) AB25-026 – Fire Services RFP – for discussion only

Councilmember Page shared a couple of areas that need cleaned up. She noted that in the beginning paragraph it should read Mountain View Fire & Rescue and on the last page Mayor Benson's name was spelled incorrectly.

NEW BUSINESS:

7) AB25-027 – Ordinance Amending Section 2.06.010 of the Municipal Code Pertaining to City Office Hours

City Clerk/ HR Manager Martinez reported to Council on the item.

Councilmember Deady **moved** to adopt Ordinance No. 25-1221, amending Section 2.06.010 of the Black Diamond Municipal Code pertaining to City Office hours; providing for severability; establishing an effective date; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (6-0).

MAYOR'S REPORT:

Mayor Benson – no report

COUNCIL REPORTS:

Councilmember Page – no report

Councilmember Deady shared attending the Meet and Greet and the interviews for the City Administrator. She attended the business meeting at the Eagles regarding parking and it was agreed to only shut down parking when they have large events and leave the parking lot open during the day for residents and customers coming to our town.

Councilmember Peterson shared that she participated in the interviews for the City Administrator. She was glad to be selected for the process and is looking forward to the next steps.

Councilmember Mulvihill reported attending this Community Meet and Greet and enjoyed hearing each one of them speak about their ideas and their backgrounds. She also attended her Youth Empowerment Committee.

Councilmember Young will be looking into information on BESS and shared his thoughts about needing a rise in energy with the added population and the new building codes requiring heat pumps, but he stated that we cannot afford to approve any energy developments without real commitments to public safety and community benefits.

Councilmember Jones shared the needs list for the pantry at the Black Diamond Community Center. He spoke regarding the Police Department looking for volunteers for the Marine Patrols on Lake Sawyer. He also discussed receiving a letter from Covington Water District saying that they have added taxes to customers' bills that have been put on by other cities. He noted that the citizens in Black Diamond do receive a benefit as part of the tax collected.

ATTORNEY REPORT: None
PUBLIC COMMENTS: None

EXECUTIVE SESSION:

At 8:05 p.m. Mayor Benson announced that the City Council would be going into an executive session pursuant to RCW 42.30.110(1)(i) to discuss with legal counsel potential litigation. The executive session was expected to last 20 minutes with no action to follow. Councilmembers left the room to assemble in the patrol room. The executive session started at 8:07 p.m.

The executive session ended at 8:27 p.m. and Councilmembers entered back into the Chambers. Mayor Benson called the meeting back to order at 8:28 p.m.

ADJOURNMENT:

Councilmember Mulvihill **moved** to adjourn the meeting; **second** Councilmember Peterson. Motion **passed** with all voting in favor (6-0). The meeting ended at 8:28 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: On-call contract with Control Systems NW, LLC for SCADA and telemetry support services.	**Agenda Date: March 6, 2025**	**AB25-029**	
		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): up to $41,000		Police – Chief Kiblinger	
Fund Source: Water & Sewer		Public Works – Scott Hanis	X
Timeline: 2-year contract		Court – Judge Swain/Tawnya Parks	

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

Attachments: Resolution; Agreement

SUMMARY STATEMENT:

RH2 Engineering was selected as an on-call engineering services consultant in 2024 and provided SCADA support to the City. RH2 created a subsidiary company, Control Systems NW, LLC (CSNW), to focus primarily on SCADA support services. CSNW has continued to provide these services under the contract with RH2, however, Public Works would like to separate these on-call contracts to make it easier to track SCADA and telemetry-related costs.

The CSNW team is the same staff the City worked with at RH2. RH2 will continue to provide water and sewer engineering support. CSNW will focus on SCADA but will have staff at RH2 available to help answer questions about the City's water and sewer systems.

Any task order over $15,000 will be brought to the City Council for approval.

FISCAL NOTE (Finance Department): Funds are budgeted for telemetry support services as well as on-call engineering services.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 25-1666 authorizing the Mayor to execute an on-call services contract with Control Systems NW, LLC for SCADA and telemetry support services.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
March 6, 2025		

RESOLUTION NO. 25-1666

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AN ON-CALL SERVICES AGREEMENT WITH CONTROL SYSTEMS NW, LLC FOR SCADA AND TELEMETRY SUPPORT

WHEREAS, Control Systems NW, LLC (CSNW) is a subsidiary company of RH2 Engineering; and

WHEREAS, RH2 Engineering was selected in 2024 to provide civil engineering services for water and sewer to the City, which included SCADA and telemetry support; and

WHEREAS, RH2 Engineering has provided this continued support through CSNW; and

WHEREAS, City staff, RH2 Engineering, and CSNW would prefer to have a separate contract for SCADA and telemetry support for simplified billing and support;

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 an on-call services agreement with Control Systems NW, LLC for SCADA and telemetry support, 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 MARCH, 2025.

CITY OF BLACK DIAMOND:

____
Carol Benson, Mayor

Attest:

____
Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT FOR CIVIL ENGINEERING SERVICES FOR SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)

This Professional Services Agreement ("Agreement") is entered into by and between:

CITY OF BLACK DIAMOND, WASHINGTON (the "City")
Physical Address: 24301 Roberts Drive
Mailing Address: PO Box 599
Black Diamond, WA 98010
Contact: Scott Hanis Phone: 360-851-4446 Fax : 360-851-4501

and

Control Systems NW, LLC ("Consultant")
Physical Address: 22722 29th Drive SE, Suite 210
Bothell, WA 98021
Mailing Address: Same as above
Contact: Chris Roberts, P.E. Phone: 425-951-5358 Fax:
Tax ID No.:

for non-exclusive on-call professional civil engineering services related to the City's SCADA system for the City of Black Diamond Public Works department.

WHEREAS, the City has previously contracted with RH2 Engineering, Inc. to provide the City with the same or substantially similar services for the Public Works department; and

WHEREAS, Control Systems NW, LLC (CSNW) is an RH2 subsidiary which has continued to deliver SCADA services under the City's existing Professional Services Agreement with RH2; and

WHEREAS, the City and CSNW would like to create this standalone Agreement to simplify billing and to establish CSNW as the main point of contact for SCADA support; and

WHEREAS, the City has conducted an RFQ and qualifications-based selection process for civil engineering services, which services included those offered by CSNW, and based on that process the City desires to continue working with the CSNW on SCADA related services under the terms and conditions set forth herein; and

WHEREAS, the Consultant has agreed to provide the services described in Exhibit A (scope of work) under the terms and conditions set forth herein;

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

TERMS AND CONDITIONS

1. <u>Services by Consultant</u>

1.1 Consultant has been retained by the City to provide professional civil engineering on-call services related to the City's SCADA system, as generally described in the Scope of Work attached to this Agreement as Exhibit "A". The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the City.

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

1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

2. <u>Schedule of Work</u>

2.1 The City will issue on on-call task request for each project task for which the City requires Consultant services. No work shall be commenced by Consultant under this Agreement except pursuant to such an on-call task request issued by the City in the form attached as Exhibit "B." Consultant shall perform the services described in the on-call task request in accordance with the schedule and scope of work set forth in the on-call task request (the "Task Scope of Work").

2.2 Consultant will work within the project schedule set forth in the on-call task request and will diligently proceed with the work and shall assure that it, and its subconsultants, will have adequate staffing at all times in order to complete the Scope of Work in a timely manner. If factors beyond Consultant's control that could not have been reasonably foreseen as of the date of this Agreement cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. The Consultant shall provide the City with written notice of any delay, or potential delay, that may trigger the need for a time extension within 3 business days after the Consultant becomes aware of the delay or potential delay.

2.3 Consultant is authorized to proceed with services upon receipt of a signed task order.

3. <u>Compensation</u>

3.1 Rates. Compensation for the services provided pursuant to each on-call task request shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "C". Consultant may adjust the billing rates and reimbursable expenses once each calendar year on or after January 1st by providing the City with written notice of the adjusted rates and expenses no less than (30) thirty days prior to the effective date of such adjustment. The billing rates and reimbursable expenses for on-call task orders issued prior to receipt of written notice of the rate/expense adjustment by the City shall not be affected by the adjustment.

3.2 The City shall pay the Consultant an amount based on time and materials, not to exceed Forty-One Thousand Dollars ($41,000.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Agreement. Compensation for the services provided pursuant to any one particular On-Call Task Order shall not exceed Fifteen Thousand Dollars ($15,000.00) without approval of the City Council.

3.3 Other. In the event that after commencement of work, the Consultant anticipates that the work for an on-call task request will exceed the initial amount authorized, Consultant shall promptly notify the City and provide the City with whatever documents or information is necessary to request approval of any amounts in excess thereof.

4. <u>Payment</u>

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

4.2 All invoices shall be paid by City warrant within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

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

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

5. <u>Discrimination and Compliance with Laws</u>

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

5.2 Consultant and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Consultant's ineligibility to conduct further work for the City.

6. Duration, Suspension, and Termination of Agreement

6.1 This Agreement takes effect on the date it has been signed by both parties, and it shall remain in effect for a period of two years, unless extended or terminated in writing pursuant to this Section 6.

6.2 The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving Consultant notice in writing no fewer than ten (10) days prior to the stated termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

6.3 Any notice from the City to Consultant regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

6.4 Consultant may terminate this Agreement at any time for cause, so long as Consultant first gives the City at least 30 days' written notice of Consultant's intent to terminate and a reasonable opportunity for the City to cure the purported default. Consultant may terminate this Agreement without cause upon no fewer than 90 days' prior written notice to the City.

7. Standard of Care

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

8. Ownership of Work Product

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon termination of this Agreement. Consultant assigns to the City all of Consultant's right, title, and interest in any such documents. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement and the Project to which it relates, without written concurrence by Consultant, will be at the sole risk of the City.

8.2 The City acknowledges Consultant's documents as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of the City's reuse of such documents beyond the use for which they were originally intended without the written authorization of Consultant.

8.3 Methodology, software, logic, and systems developed under this Agreement are the property of Consultant and the City, and may be used as either Consultant or the City see fit, including the right to revise or publish the same without limitation.

9. Indemnification/Hold Harmless

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, volunteers, and agents harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. PROVIDED, HOWEVER, THAT IF ANY SUCH CLAIMS, INJURIES, DAMAGES, LOSSES OR SUITS RESULT FROM THE CONCURRENT NEGLIGENCE OF CONSULTANT AND THE CITY, IT IS EXPRESSLY AGREED THAT CONSULTANT'S OBLIGATIONS AND INDEMNITY UNDER THIS PARAGRAPH SHALL BE EFFECTIVE ONLY TO THE EXTENT OF CONSULTANT'S NEGLIGENCE.

9.2 The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

9.4 The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

10.2 Consultant shall procure and maintain the following types and amounts of insurance:

a. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. This insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability insurance appropriate to Consultant's profession, with limits no less than $2,000,000 per claim and $2,000,000 policy aggregate limit.

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

a. Consultant's insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.

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

10.4 The City shall be named as an additional insured under Consultant's Automobile Liability and Commercial General Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.

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

10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City not less than ten (10) days following both parties signing this Agreement and before commencement of the work. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy Consultant must procure and maintain pursuant to this Agreement and Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

11. Assigning or Subcontracting

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

12. Independent Contractor

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

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

13. Notice

13.1 All notices required by this Agreement shall be considered properly delivered when personally delivered by courier service, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

City:	Scott Hanis City of Black Diamond 24301 Roberts Drive P.O. Box 599 Black Diamond, WA 98010 Fax: 360-851-4501
With a copy to:	City Clerk
Consultant:	Chris Roberts, P.E. Control Systems NW, LLC 22722 29th Drive SE, Suite 210 Bothell, WA 98021 Fax:

14. Disputes

14.1 This Agreement, and any dispute arising out of or relating to the interpretation or enforcement of this Agreement, shall be governed by and construed according to the laws of the State of Washington, excluding its choice-of-law rules. Venue and personal jurisdiction shall lie exclusively in King County Superior Court, Kent, Washington.

15. Attorney Fees

15.1 In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party.

16. General Administration and Management on Behalf of the City

16.1 The Mayor of the City, or his/her designee (the contract Administrator) shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant. Consultant understands and agrees that any and all work to be performed pursuant to this Agreement must be approved in advance by the contract Administrator. No third party, including the project applicant, shall have any direct control or influence over the services performed under this Contract.

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

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

17. Extent of Agreement/Modification

17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

18. Conflict of Interest; Non-Collusion

18.1 No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Consultant shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant’s services and obligations hereunder. The contractor’s officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

18.2 The Consultant warrants and represents that the Consultant has not, nor has any other member, employee, representative, agent or officer of the Consultant, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

AGREED TO BY:

CITY OF BLACK DIAMOND CONSULTANT

By: ____________________________ By: ____________________________
Carol Benson Chris Roberts P.E.
Its: Mayor Its: Chief Executive Officer

Date: ____________________ Date: ____________________

Attest:

By:
____
Brenda L. Martinez
City Clerk

APPROVED AS TO FORM:

____
David A. Linehan
City Attorney

EXHIBIT A

(SCOPE OF SERVICES)

EXHIBIT B

(ON-CALL TASK REQUEST)

EXHIBIT C

(*BILLING RATES AND REIMBURSEABLE EXPENSES*)

EXHIBIT A
City of Black Diamond
Scope of Work
On-Call SCADA, Instrumentation, and Control System Integrator Services

December 2024

In accordance with the terms and conditions of the On-Call Services Agreement, Control Systems NW, LLC (CSNW) will provide Supervisory Control and Data Acquisition (SCADA) maintenance services for the City of Black Diamond's water and sewer control system. CSNW will furnish labor, materials, and software support on an on-call basis, as needed, or under authorized work orders.

Services that may be performed as an element of this On-Call Services Agreement may include but are not limited to the following.

- Administer project records, prevailing wage reporting, and coordinate with the CSNW project team.
- Provide emergency support services on an "as requested" basis for the duration of the contract.
- Provide services upon request for the installation, modification, and maintenance of the control system equipment.
- Provide coordination, programming, configuration, testing, startup, and training services.

CSNW will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City of Black Diamond or others in relation to this Scope of Work.

Exhibit B

City of Black Diamond On-Call Task Request

Date:	____________	City Staff Contact:	____________
Task Name:	____________	Phone:	360-886-5700
Consultant Project No.:	____________	Fax:	360-886-2592
Consultant Contact Name:	____________		
Consultant Phone:	____________		
Consultant Fax:	____________		

Scope of Task Request Including Deliverables and Schedule

Budget Estimate:

Task Request Approval:

City of Black Diamond:

Written Name	Title
Signature	Date

Consultant:

Written Name	Title
Signature	Date

*Costs are billed on a time and materials basis, the Consultant shall notify the City should additional funds be necessary to complete the task order. Additional work beyond that which is ordered by the City shall not commence until written notification is received from the City.

EXHIBIT C
CONTROL SYSTEMS NW LLC
2025 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	$175	$/hr
Professional II	$191	$/hr
Professional III	$213	$/hr
Professional IV	$234	$/hr
Professional V	$249	$/hr
Professional VI	$269	$/hr
Professional VII	$294	$/hr
Professional VIII	$317	$/hr
Professional IX	$326	$/hr
Technician I	$134	$/hr
Technician II	$148	$/hr
Technician III	$171	$/hr
Technician IV	$182	$/hr
Technician V	$198	$/hr
Technician VI	$217	$/hr
Technician VII	$236	$/hr
Technician VIII	$247	$/hr
Control Specialist I	$175	$/hr
Control Specialist II	$191	$/hr
Control Specialist III	$213	$/hr
Control Specialist IV	$234	$/hr
Control Specialist V	$249	$/hr
Control Specialist VI	$269	$/hr
Control Specialist VII	$294	$/hr
Control Specialist VIII	$317	$/hr
Control Specialist IX	$326	$/hr
Control Technician I	$134	$/hr
Control Technician II	$148	$/hr
Control Technician III	$171	$/hr
Control Technician IV	$182	$/hr
Control Technician V	$198	$/hr
Control Technician VI	$217	$/hr
Control Technician VII	$236	$/hr
Control Technician VIII	$247	$/hr
Administrative I	$90	$/hr
Administrative II	$105	$/hr
Administrative III	$124	$/hr
Administrative IV	$148	$/hr
Administrative V	$173	$/hr
CAD/GIS System	$27.50	$/hr
CAD Plots - Half Size	$2.50	price per plot
CAD Plots - Full Size	$10.00	price per plot
CAD Plots - Large	$25.00	price per plot
Copies (bw) 8.5" X 11"	$0.09	price per copy
Copies (bw) 8.5" X 14"	$0.14	price per copy
Copies (bw) 11" X 17"	$0.20	price per copy
Copies (color) 8.5" X 11"	$0.90	price per copy
Copies (color) 8.5" X 14"	$1.20	price per copy
Copies (color) 11" X 17"	$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	$0.70	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:	**Agenda Date: March 6, 2025**	**AB25-030**
Authorize Mayor to amend existing Professional Services Contract between the City and FCS Group to provide additional financial forecasting and analysis of public safety levy lid lift options	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): Approved in 2024 Budget	Police – Chief Kiblinger	
Fund Source: General Fund CIP Budget	Public Works – Scott Hanis	
Timeline: ending December 31, 2025	Court – Judge Swain/Tawnya Parks	

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

Attachments: Resolution; Amendment

SUMMARY STATEMENT:

FCS Group was selected through an RFP process in March 2020 to provide fiscal analysis and consulting services to the City by assisting in evaluating the fiscal options relating to fire protection and emergency services. In July 2020, Resolution No. 20-1364 was adopted, approving a contract with FCS Group to conduct an analysis of the City's options for funding the delivery of expended fire and emergency medical services as the City continues to grow. The FCS Group delivered its initial reports and analysis to the City Council in connection with the negotiation of a new five-year contract with Mountain View Fire District and included as part of that report also included some initial analysis of potential needs for a property tax lid lift and/or annexation options.

The scope of work for 2025 is as follows:

1. Update Forecast and Financial Plan with 2025 Updates
2. Analysis of Fire Contract and Comparison with other jurisdictions
3. Develop Fire Services Memorandum, with Options for the City
4. Meetings and Presentations

This phase will be covered by an approximate balance remaining in the original Fire Analysis CIP Budget of approximately $37,000.

A new Resolution, Amendment No 2 to FCS Contract and a detailed timeline and scope are attached.

FISCAL NOTE (Finance Department): In the 2024 budget, $75,000 was transferred to the General Fund CIP fund. Of that $75,000 approximately $37,000 remains for the completion of this work.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to approve Resolution No. 25-1667, authorizing Mayor Benson to execute an amendment to an existing contract with FCS Group to perform additional financial forecasting and analysis of public safety levy lid lift and/or annexation options.**		
RECORD OF COUNCIL ACTION		
Meeting Date	***Action***	***Vote***
March 6, 2025		

RESOLUTION NO. 25-1667

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT #2 TO THE CONTRACT WITH FCS GROUP TO PERFORM ADDITIONAL FINANCIAL FORECASTING AND ANALYSIS OF PUBLIC SAFETY LEVY LID LIFT OPTIONS

WHEREAS, the City issued an RFP announcement in March 2020 requesting qualified consultants to submit proposals for providing fiscal analysis and consulting services to the City to assist with evaluating fiscal options relating to fire protection and emergency services, and following a thorough evaluation of the various proposals submitted by the RFP respondents, the City selected FCS Group as the consultant who could best meet the City's needs; and

WHEREAS, on July 16, 2020, the City Council adopted Resolution No. 20-1364 approving a contract with FCS Group to conduct an analysis of the City's options for funding the delivery of expanded fire and emergency medical services as the City continues to experience significant growth; and

WHEREAS, FCS Group delivered its initial reports and analysis to the City Council in connection with the negotiation of a new five-year contract with Mountain View Fire District, and included as part of that report some initial analysis of potential needs for a levy lid lift to increase available revenue to cover increasing costs; and

WHEREAS, the FCS Group contract was initially approved for an amount not to exceed $54,380; and

WHEREAS, In 2022, the City Administration identified a need for further fiscal analysis to assist with developing a long-term General Fund financial forecast to assess future needs and sources of funds to pay for the capital equipment and staffing necessary to continue delivering fire protection and emergency services as the City expands over time, including an evaluation of options for seeking a public safety levy lid lift resulting in an amendment to the original contract; and

WHEREAS, FCS Group and City staff have jointly developed an expanded scope of work to cover this third phase of financial forecasting, analysis, and levy lid lift planning at a cost of $37,487 ($9,075 for Forecast and Financial Plan Updates, $7,225 for Analysis of Fire Contract and Comparison with Other Jurisdictions, $13,090 for developing a fire service memorandum with options for the City, and $8,095 for meetings and presentations with contingency funds built into the planning costs), memorializing the "Not-To-Exceed" amount of $137,568.37; and

WHEREAS, FCS Group is willing and able to provide this expanded scope of services, described in the attached Scope of Work and Task Plan, on the terms and conditions set forth in the original contract and the contract amendment attached hereto;

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 amendment #2 to the existing professional services contract between the City and FCS Group for purposes of conducting additional financial forecasting and an analysis of potential options and planning for a public safety levy lid lift and/or annexation, substantially in the form shown in the attached amendment hereto.

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

CITY OF BLACK DIAMOND:

____
Carol Benson, Mayor

Attest:

____
Brenda L. Martinez, City Clerk

FCS
a Bowman company

February 11, 2025

Xavier Mason, Finance Director
City of Black Diamond
24301 Roberts Drive
Black Diamond, WA 98010

Re: Contract Amendment #2

Dear Mr. Mason:

The following is a draft contract amendment to extend the FCS contract for budgeting and long-range forecasting support through 2025. Amendment #1 approved July 1, 2022. extended the contract through June 30, 2024 for a "not-to-exceed" amount of $113,692.50. An email from Martin Chaw of FCS to the City dated February 5, 2024 affirmed the Not-To-Exceed" amount of $137,568.37. Amendment #2 will extend the contract through December 31, 2025 and memorialize the "Not-To-Exceed" amount of $137,568.37. This amendment will also update the billable rates of FCS employees to reflect the current pay schedule of FCS.

The following scope of work for 2025 is as follows:

Task 1: Update Forecast and Financial Plan with 2025 updates. This will also include any changes or updates to future development and growth estimates at the City. This task will be updated throughout 2025 when updated budget and financial information becomes available.

Task 2: Analysis of Fire Contract and Comparison with other jurisdictions. This will update work completed in prior years to compare the annual expenditures and forecast with comparable jurisdictions. This work may include discussions with Mountain View Fire District (MVFD) and City staff to understand contracts and future changes.

Task 3: Develop Fire Services Memorandum with Options for the City. This memorandum will include up to three (3) options for future fire services, including potential levy increases, incorporation of MVFD to the City, or contract to another agency. The memorandum will include cost scenarios and long-term forecast scenarios for each option.

Task 4: Meetings and Presentations. This task will include up to six (6) meetings with City staff during the forecast and memorandum work. One (1) in person or virtual council meeting with a prepared presentation on the memorandum recommendations and up to an additional virtual council meeting for follow up if necessary.

As of December 31, 2024 the total amount billed to the City for the work totaled $100,081.54. The remaining budget of $37,486.83 for 2025 includes:

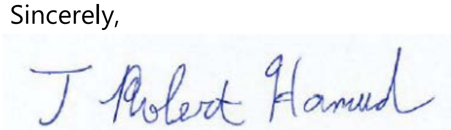
Fiscal Analysis TECHNICAL TASKS	Principal	Project Manager	Senior Analyst	Admin Support	Total Hours	Total Budget
Task 1: Forecast and Financial Plan Updates		15	30		45	$9,075
Task 2: Analysis of Fire Contract and Comparison with Other Jurisdictions		15	20		35	$7,225
Task 3: Develop Fire Services Memorandum with Options for the City	2	40	16	1	59	$13,090
Task 4: Meetings and Presentations	2	20	15		37	$8,095
TOTAL TECHNICAL	**4**	**90**	**81**	**1**	**176**	**$37,485**
Hourly Billing Rate	**$310**	**$235**	**$185**	**$110**		
Total Labor Cost	**$1,240**	**$21,150**	**$14,985**	**$110**		**$37,485**
Total Expenses						**$0**
Plus: Contingency (Additional Work as Needed)						$0
Less: Long-Term Financial Plan Contract Remaining Balance						($37,487)
Placeholder-contract/hourly difference						$2
Requested Contract Amendment for 2025 Fiscal Analysis Consulting						**$0**

The billable rates have also been updated to incorporate the latest rates by FCS, effective January 1, 2025, as follows:

- $310/hr.- Principal
- $230/hr.-Project Manager
- $185/hr.-Senior Analyst
- $110/hr.-Administrative Support

FCS greatly appreciates the opportunity to continue our partnership with the City of Black Diamond.

Sincerely,



T. Robert Hamud, MPA
Project Manager

AMENDMENT NO. 2 to contract

between the City of Black Diamond and FCS Group

The contract between the City of Black Diamond, Washington and FCS, a Bowman Company, for Fiscal Analysis Consulting services, dated July 16, 2020 is hereby amended as follows:

Section II Payment on page No. 2 is amended to increase the total amount payable by an additional $23,875.87, reflecting a total amount to be paid to not exceed $137,568.37.

Section IV Duration of Work on page No. 3 is amended to extend the agreement to December 31, 2025.

All other terms and conditions of the above references contract shall remain the same.

These changes shall become effective immediately upon execution of the document.

CITY OF BLACK DIAMOND	FCS, A Bowman Company
By: ______________________	By: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:	**Agenda Date: March 6, 2025 AB25-031**	
Emergency Moratorium on Business Licenses, Development Permits, and Land Use Approvals for Cannabis-Related Businesses	Mayor Carol Benson	X
	City Administrator	
	City Attorney David Linehan	X
	City Clerk – Brenda L. Martinez	
	Com Dev – Andy Williamson	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note):	Police – Chief Kiblinger	
Fund Source:	Public Works – Scott Hanis	
Timeline:	Court – Judge Swain/Tawnya Parks	

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

Attachments: Proposed Ordinance

SUMMARY STATEMENT:
This Ordinance would impose a six-month moratorium on the acceptance, processing, and approval of any applications for business licenses, development permits, and related land use approvals for cannabis processing, production, research, and retail businesses ("cannabis-related businesses") within the City limits. This Ordinance further sets a March 20, 2025, date for a public hearing to be held to solicit further public feedback on the City's existing cannabis regulations (Ch. 18.62 BDMC) and whether those regulations should be maintained, revised, or repealed in their entirety.

If this ordinance is adopted, then the City Council will need to decide before the expiration of the six-month moratorium period whether to (1) revise the City's current regulations governing cannabis-related businesses; (2) repeal the current regulations and impose an outright ban on cannabis-related businesses in the City; or (3) allow the moratorium to expire and let current regulations stay in place.

This Ordinance is prepared as an emergency ordinance, which will allow it to take effect immediately upon passage if approved by a majority-plus-one of the full Council (i.e., at least five votes in favor). If it is approved by only a simple majority, it will not take effect until five days after publication.

FISCAL IMPACT: There are no immediate fiscal impacts of enacting a six-month moratorium because there are no current cannabis-related businesses in the City and no applications pending.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **A MOTION to adopt Ordinance No. 25-1222, imposing a six-month moratorium on the acceptance, processing, and approval of applications for business licenses, development permits, and other land use approvals for cannabis-related businesses within the City of Black Diamond; declaring an emergency; providing for severability; and establishing an immediate effective date.**

RECORD OF COUNCIL ACTION		
Meeting Date	***Action***	***Vote***
March 6, 2025		

ORDINANCE NO. 25-1222

AN ORDINANCE OF THE CITY OF BLACK DIAMOND, WASHINGTON, ADOPTING A SIX-MONTH MORATORIUM ON THE ACCEPTANCE, PROCESSING, AND/OR APPROVAL OF APPLICATIONS FOR BUSINESS LICENSES, BUILDING AND LAND DEVELOPMENT PERMITS, AND RELATED LAND USE DECISIONS FOR ANY AND ALL CANNABIS PROCESSING, CANNABIS PRODUCTION, CANNABIS RESEARCH, AND CANNABIS RETAIL BUSINESSES WITHIN THE CITY OF BLACK DIAMOND; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING THAT THE MORATORIUM WILL TAKE EFFECT IMMEDIATELY UPON PASSAGE IF APPROVED BY AT LEAST A MAJORITY-PLUS ONE OF THE CITY COUNCIL.

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, on December 4, 2023, pursuant to Ordinance No. 23-1198 and with an effective date of January 1, 2025, the City Council adopted a repeal of Chapters 20.04 and 20.08 of the Black Diamond Municipal Code (BDMC), which had since 2012 prohibited all medical and recreational cannabis-oriented businesses and related land uses within the City; and

WHEREAS, on December 5, 2024, pursuant to Ordinance No. 24-1214, the City Council adopted new zoning regulations that identified cannabis processing, cannabis production, cannabis research, and cannabis retail (collectively, "cannabis-related businesses") as permitted land uses in specific zoning districts within the City limits, and further established additional performance standards and other requirements applicable to cannabis-related businesses, as codified in new Chapter 18.62 BDMC; and

WHEREAS, since adoption of Ordinance Nos. 23-1198 and 24-1214, the City Council has received substantial public feedback in opposition to the possibility of cannabis-related businesses being permitted in Black Diamond, with public commenters largely of the view that they are undesirable, unsafe, and/or inconsistent with long-term planning goals and objectives of the City, particularly in light of the potential adverse effects such businesses may have on individuals, families, schools, and other businesses in surrounding areas, and the lack of offsetting fiscal or other benefits to the City; and

WHEREAS, the City Council has identified and been advised of the following risks and economic factors that require further inquiry and may be relevant in assessing the desirability of, and siting concerns associated with, allowing cannabis-related businesses in the City of Black Diamond:

A. Impacts to property values and neighborhood safety and security that may arise as a result of increased proximity to cannabis-related businesses and strong odors associated with such businesses.

B. Impacts to vulnerable members of the community, including school children and the effects that increasing availability and proximity of cannabis and perceived normalization of cannabis use could pose for school safety and school learning environments, as well as the long-term and short-term impacts on youth mental health and welfare.

C. Increased burdens to resource-constrained law enforcement agencies, including potential diversion of Black Diamond Police Department personnel to cannabis-related arrests, including intoxicated drivers and other criminal activity associated with cannabis usage and proximity to cannabis-related businesses.

D. Increased strains on local emergency medical responders due to cannabis-related incidents and accidents.

E. Other potential secondary impacts to the community, including but not limited to potentially higher risk of burglaries and/or robberies associated with cash-based cannabis businesses and on-site storage of cannabis and cannabis-infused products.

F. The ability of adult residents of Black Diamond to obtain legal cannabis products in other nearby jurisdictions and areas outside the city limits.

G. Whether cannabis-related businesses may be more appropriate for heavy industrial zones than community commercial, neighborhood center, business park and light-industrial zones, and/or whether existing buffers from adjacent uses need to be increased.

H. The presence or lack of fiscal or economic development benefits flowing to the City if cannabis-related businesses were permitted within the City, including potential economic impacts and tax revenues associated with the siting of such businesses, and the opportunity costs of allowing the limited quantity of commercially zoned property in the City to be occupied with cannabis-related businesses.

WHEREAS, due to the unique characteristics of cannabis-related businesses, existing requirements in the BDMC, including Chapter 18.62, may be inadequate to mitigate the community impacts and risks such businesses may present; and

WHEREAS, additional time is needed for the City to analyze the above factors and to solicit and consider public feedback regarding whether cannabis-related businesses are compatible and should be allowed within City limits, either as a permitted or conditional use, and if so, in which zone(s) and whether current zoning regulations and performance standards in Title 18 need to be updated to ensure such facilities can be safely and appropriately sited within the City; and

WHEREAS, processing applications for business licenses, land use approvals, development permits, and related applications for cannabis-related businesses under existing zoning regulations and other official controls of the City could potentially result in approvals of undesirable and incompatible development until such time that the City has properly reviewed its regulations and implemented any additional controls deemed necessary and proper for the health, safety, and general welfare of the City and its residents, including the possibility of reinstating a full or partial prohibition on siting cannabis-related businesses in the City; and

WHEREAS, the City Council has significant concerns about allowing cannabis-related businesses 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 adopt a moratorium that is effective for no longer than six (6) months, but may adopt a moratorium that is effective for up to one (1) year if a work plan is developed for conducting appropriate studies and analyses over that longer period; and

WHEREAS, to promote the public health, safety, and welfare, the City Council deems it necessary and proper to impose a moratorium on business licenses, building permits, and other land use approvals and development permit applications requested in connection with cannabis-related businesses for a period six (6) months; and

WHEREAS, the City Council deems it appropriate to hold a public hearing on March 20, 2025, to receive additional public testimony on this subject matter 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 the moratorium imposed by this ordinance. 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 Imposed. Pursuant to the provisions of Article 11, Section 11 of the Washington State Constitution, RCW 35A.63.220, and RCW 36.70A.390, a moratorium is hereby enacted on the acceptance, processing, and approval of applications for:

a) business licenses
b) building permits;
c) clearing and grading permits;
d) subdivisions and short subdivisions;
e) binding site plans;
f) site plan reviews;
g) conditional use permits;
h) reasonable use exceptions;
i) variances from Title 18 regulations;
j) capacity reservation certificates or other concurrency determinations under Chapter 11.11 BDMC; or
k) certificates of occupancy

requested in connection with any cannabis processing, cannabis production, cannabis research, or cannabis retail business within the City and any other type of development permit or land use approval requested in connection with the siting, establishment, or operation of any facility, structure, or business for purposes of engaging in said activities.

Section 3. Effective Period for Moratorium. The moratorium imposed under Section 2 of this ordinance shall be 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 period unless the same is 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. The moratorium imposed under Section 2 of this ordinance shall apply prospectively only, after the effective date of this ordinance. 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, March 20, 2025, or as soon thereafter as the business of the City Council shall permit, in order to take public testimony on this moratorium and to consider adopting further findings.

Section 6. 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 7. 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 8. Declaration of Emergency and Effective Date. The City Council hereby finds and declares that there is a significant potential for cannabis-related businesses to create substantial adverse effects on the public health, safety, and welfare of individuals, families, and local businesses, 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 full 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 THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 6TH DAY OF MARCH, 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. 25-1222
Date of Publication:
Effective Date: