CITY OF BLACK DIAMOND

April 3, 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:

COMMITTEE REPORTS:

DEPARTMENT REPORTS:

CONSENT AGENDA:

1) **Claim Checks** - April 3, 2025, Check No. 55843 through Check No. 55894 (Voids 55844 and 55300) in the amount of $230,082.86
2) **Minutes** - Special Council Meeting of March 20, 2025, and Council Meeting of March 20, 2025
3) **AB25-036** – Resolution Authorizing the Mayor to sign a Professional Services Agreement with BHC Consultants for Community Development Department Related Services.
4) **AB25-037** – Resolution Authorizing the Mayor to Execute a Grant Agreement with King County Solid Waste Division to fund 2025 Household Hazardous Waste Collection and Recycling Events.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

Fire Services – discussion only Councilors

NEW BUSINESS:

5) **AB25-038 –** Resolution to Confirm City Administrator and Authorizing the Approval of Contract Mayor Benson

MAYOR'S REPORT:

COUNCIL REPORTS:

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

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION: Pursuant to RCW 42.30.110(1)(i) to discuss with legal counsel potential litigation

ADJOURNMENT:

CERTIFICATION

Finance Committee Meeting **March 27, 2025**
Council Date: **April 3, 2025**

Check No.'s / EFT	Batch Name	Check / EFT Date	Amount
55843	March 2025 - Early Batch	03/21/25	$ 1.00
55844 & V55300	March 2025 - Void Batch	04/04/25 & 11/22/24	$ -
55845 - 55892	March 2025 - 3rd Batch	04/04/25	$ 208,958.25
55893 - 55894	April 2025 - 1st Batch	04/04/25	$ 21,123.61
		TOTAL:	$ 230,082.86

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

Xavier Mason

Xavier Mason, Finance Director

DATE: 03/26/2025

Carol Benson, Mayor

DATE

Register

Fiscal: 2025
Deposit Period: 2025 - April, 2025 - March
Check Period: 2025 - April - 1st April 2025 Batch, 2025 - March - March 2025 Void Batch, 2025 - March - Early March 2025 Batch, 2025 - March - 3rd March 2025 Batch

Number	Name	Print Date	Clearing Date	Amount
Umpqua Bank	**4026**			
Check				
55843	VWA-Black Diamond LLC	3/21/2025		$1.00
55844	Precision Concrete Cutting & Drilling	4/4/2025		$707.20
55845	Alsco	4/4/2025		$219.58
55846	Amazon Capital Services, Inc.	4/4/2025		$1,690.06
55847	APS, Inc	4/4/2025		$461.98
55848	Aramsco	4/4/2025		$338.80
55849	Black Diamond Auto Parts	4/4/2025		$47.85
55850	C And B Awards, Engraving	4/4/2025		$40.91
55851	CenturyLink (WA)	4/4/2025		$681.22
55852	City of Renton/EHD	4/4/2025		$620.00
55853	City of Sumner	4/4/2025		$330.00
55854	City of Sunnyside	4/4/2025		$3,704.40
55855	Comcast	4/4/2025		$33.19
55856	Creative Product Sourcing	4/4/2025		$4,145.60
55857	Cummins Sales and Service	4/4/2025		$20,611.18
55858	DCW - Data Center Warehouse	4/4/2025		$8,703.78
55859	FCS Group	4/4/2025		$215.00
55860	Ferguson Waterworks #3011	4/4/2025		$367.17
55861	Elton, Alexis L	4/4/2025		$70.91
55862	Bryant, Kristen	4/4/2025		$5.10
55863	Financial Consultants International Inc	4/4/2025		$398.22
55864	Firestone Complete Auto Care	4/4/2025		$2,162.42
55865	First Responder Outfitters - TAC	4/4/2025		$541.82
55866	Fuel Tank Installation Co, Inc	4/4/2025		$125.38
55867	Home Depot Credit Service	4/4/2025		$887.42
55868	HWA GeoSciences Inc.	4/4/2025		$2,170.00
55869	Johnsons Home & Garden	4/4/2025		$287.75
55870	King County Finance	4/4/2025		$2,635.00
55871	Kustom Signals, Inc.	4/4/2025		$1,813.72
55872	Mackenzie Engineering Inc	4/4/2025		$2,648.32
55873	Madrona Law Group LLC	4/4/2025		$4,897.00
55874	Mehrnaz Ighani	4/4/2025		$240.00
55875	Michael L. March	4/4/2025		$800.00
55876	Palmer Coking Coal Company	4/4/2025		$273.26
55877	Parametrix, Inc.	4/4/2025		$48,866.13

Number	Name	Print Date	Clearing Date	Amount
55878	Bustamante-Vazquez, David	4/4/2025		$145.00
55879	Reveles Espino, Luz M	4/4/2025		$217.00
55880	Petty Cash Custodian	4/4/2025		$300.00
55881	RH2 Engineering Inc.	4/4/2025		$17,880.14
55882	SHI International Corp.	4/4/2025		$20,614.18
55883	South Correctional Entity	4/4/2025		$4,583.40
55884	Summit Law Group, PLLC	4/4/2025		$3,608.00
55885	The Falconer Group	4/4/2025		$5,405.00
55886	Thomson Reuters - West	4/4/2025		$237.19
55887	United Business Machines of WA Inc	4/4/2025		$85.03
55888	Valley Communications Center	4/4/2025		$7,525.14
55889	Varius Inc.	4/4/2025		$36,594.00
55890	Wa Association of Sheriffs & Police Chiefs	4/4/2025		$75.00
55891	Washington State Patrol	4/4/2025		$600.00
55892	Water Management Laboratories, Inc.	4/4/2025		$56.00
55893	Lexipol LLC	4/4/2025		$6,481.15
55894	Sorci Family LLC	4/4/2025		$14,642.46
V55300	Precision Concrete Cutting, Inc.	11/22/2024		($707.20)
		Total	**Check**	**$230,082.86**
		Total	**4026**	**$230,082.86**
		Grand Total		**$230,082.86**

Voucher Directory with Transaction Date

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
Alsco				
	55845	**3/11/2025**	**2025 - March - 3rd March 2025 Batch**	
	LTAC1106440			
	Service - 03/11/25			
	101-000-000-542-30-31-04		STRT: Uniforms & Safety Supplies	$27.45
			Streets - Uniforms	
	401-000-000-534-80-31-05		WTR: Uniform Allowance	$27.45
			Water - Uniforms	
	407-000-000-535-80-31-04		SWR: Uniform Allowance	$27.44
			Sewer - Uniforms	
	410-000-000-531-10-31-04		STRM: Uniforms and Safety Supplies	$27.45
			Storm - Uniforms	
	Total LTAC1106440			**$109.79**
	55845	**3/18/2025**	**2025 - March - 3rd March 2025 Batch**	
	LTAC1107485			
	Service - 03/18/25			
	101-000-000-542-30-31-04		STRT: Uniforms & Safety Supplies	$27.45
			Streets - Uniforms	
	401-000-000-534-80-31-05		WTR: Uniform Allowance	$27.45
			Water - Uniforms	
	407-000-000-535-80-31-04		SWR: Uniform Allowance	$27.44
			Sewer - Uniforms	
	410-000-000-531-10-31-04		STRM: Uniforms and Safety Supplies	$27.45
			Storm - Uniforms	
	Total LTAC1107485			**$109.79**
	Total 55845			**$219.58**
Total Alsco				**$219.58**

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

Amazon Capital Services, Inc.

Transaction Number	Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Amount
55846		**3/19/2025**	**2025 - March - 3rd March 2025 Batch**	
	11MJ-VC9M-Y373			
		Supplies - Public Works		
		001-000-270-576-80-48-03	PRK: Vehicle Mtc. & Repair	$5.48
			Seat Cover - PRK	
		001-000-280-536-20-48-03	CEM: Vehicle Maintenance & Repair	$3.29
			Seat Cover - CEM	
		101-000-000-543-50-48-01	STRT: Vehicle Repair & Maintenance	$9.87
			Seat Cover - STRT	
		401-000-000-534-80-48-01	WTR: Vehicle Repair & Maintenance	$12.06
			Seat Cover - WTR	
		407-000-000-535-80-48-01	SWR: Vehicle Repair & Maintenance	$12.06
			Seat Cover - SWR	
		410-000-000-531-10-48-01	STRM: Vehicle Repair & Maintenance	$12.06
			Seat Cover - STRM	
	Total 11MJ-VC9M-Y373			**$54.82**
55846		**3/9/2025**	**2025 - March - 3rd March 2025 Batch**	
	14DQ-DTVP-VGG3			
		Supplies - Campus Improvements		
		310-000-002-594-18-62-03	CIP - Gen Govt - Campus Improvements	$154.49
			Office Partition	
	Total 14DQ-DTVP-VGG3			**$154.49**
55846		**3/5/2025**	**2025 - March - 3rd March 2025 Batch**	
	14WH-QX17-7QJ9			
		Supplies - Finance		
		001-000-140-514-23-31-00	FIN: Office & Operating Supplies	$194.09
			File Folders, Pens, Keyboard & Mouse	
		001-000-180-518-50-31-00	CEN SVCS: Operating & Office Supplies	$150.67
			Paper Towels	
	Total 14WH-QX17-7QJ9			**$344.76**
55846		**3/17/2025**	**2025 - March - 3rd March 2025 Batch**	
	17FH-C3NK-DWX4			
		Supplies - Parks		
		001-000-270-576-80-48-01	PRK: Repair & Maint Shops	$449.03
			Lawnmower Parts	
	Total 17FH-C3NK-DWX4			**$449.03**

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
	55846	**2/25/2025**	**2025 - March - 3rd March 2025 Batch**		
	1DTY-Q6WN-C7P4				
	Supplies - Community Development				
	001-000-240-558-51-31-00		COM DEV: Office & Operating Supplies		$24.26
			Pens, Clock, Calculator - CD		
	001-000-240-558-60-31-00		PLN: Office & Operating Supplies		$24.25
			Pens, Clock, Calculator - PLN (rounded)		
	Total 1DTY-Q6WN-C7P4				**$48.51**
	55846	**3/14/2025**	**2025 - March - 3rd March 2025 Batch**		
	1FGQ-YXGJ-4DMJ				
	Supplies - Public Works				
	001-000-270-576-80-31-07		PRK: Uniform Allowance		$5.56
			Hoodie - PRK		
	001-000-280-536-20-31-04		CEM: Uniform Allowance		$3.97
			Hoodie - CEM		
	101-000-000-542-30-31-04		STRT: Uniforms & Safety Supplies		$17.46
			Hoodie - STRT		
	401-000-000-534-80-31-05		WTR: Uniform Allowance		$17.45
			Hoodie - WTR		
	407-000-000-535-80-31-04		SWR: Uniform Allowance		$17.46
			Hoodie - SWR		
	410-000-000-531-10-31-04		STRM: Uniforms and Safety Supplies		$17.46
			Hoodie - STRM		
	Total 1FGQ-YXGJ-4DMJ				**$79.36**
	55846	**3/17/2025**	**2025 - March - 3rd March 2025 Batch**		
	1H66-JXGD-FYC9				
	Supplies - Central Services				
	001-000-140-514-23-31-00		FIN: Office & Operating Supplies		$20.66
			Surge Protector		
	001-000-180-518-50-31-00		CEN SVCS: Operating & Office Supplies		$316.17
			Toilet Paper, Paper Towels, Window Blinds		
	Total 1H66-JXGD-FYC9				**$336.83**
	55846	**3/12/2025**	**2025 - March - 3rd March 2025 Batch**		
	1N4M-Y74K-KPK4				
	Supplies - Streets				
	101-000-000-542-30-48-00		STRT: Repair and Maintenance		$76.26
			Tractor Tail Lamp		
	Total 1N4M-Y74K-KPK4				**$76.26**

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

55846 — **3/19/2025** — **2025 - March - 3rd March 2025 Batch**

1T9T-G4K3-YYL3

Supplies - Water

401-000-000-534-80-31-00 — WTR: Office & Operating Supplies — $146.00

Chlorine Powder

Total 1T9T-G4K3-YYL3 — **$146.00**

Total 55846 — **$1,690.06**

Total Amazon Capital Services, Inc. — **$1,690.06**

APS, Inc

55847 — **3/15/2025** — **2025 - March - 3rd March 2025 Batch**

95096

Service - 06/01/25-06/01/26

001-000-180-518-50-45-01 — CEN SVCS: Postage Meter Rental & Maint. — $461.98

Postage Machine Annual Maintenance Coverage

Total 95096 — **$461.98**

Total 55847 — **$461.98**

Total APS, Inc — **$461.98**

Aramsco

55848 — **3/11/2025** — **2025 - March - 3rd March 2025 Batch**

S6914148.001

Supplies - Streets

101-000-000-542-30-31-00 — STRT: Office & Operating Supplies — $338.80

24"x6" extruded aluminum HIP

Total S6914148.001 — **$338.80**

Total 55848 — **$338.80**

Total Aramsco — **$338.80**

Black Diamond Auto Parts

55849 — **2/28/2025** — **2025 - March - 3rd March 2025 Batch**

476490

Supplies - Police

001-000-210-521-10-48-01 — PD: Vehicle/Eq. Mtc. & Repair — $47.85

Car Cleaning Supplies

Total 476490 — **$47.85**

Total 55849 — **$47.85**

Total Black Diamond Auto Parts — **$47.85**

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

C And B Awards, Engraving

55850 **3/13/2025** **2025 - March - 3rd March 2025 Batch**

11297

Supplies - Central Services

001-000-180-518-50-31-00 CEN SVCS: Operating & Office Supplies $40.91

Nameplate

Total 11297 **$40.91**

Total 55850 **$40.91**

Total C And B Awards, Engraving **$40.91**

CenturyLink (WA)

55851 **3/12/2025** **2025 - March - 3rd March 2025 Batch**

CenturyLink 03/12/25

Service - March 2025

401-000-000-534-80-42-00 WTR: Telephone / DSL / Radios / Air Cards $382.06

Phone Lines - Water Reservoir (rounded)

407-000-000-535-80-42-00 SWR: Telephone / DSL / Radios / Air Cards $299.16

Phone Lines - PW Pump Stations

Total CenturyLink 03/12/25 **$681.22**

Total 55851 **$681.22**

Total CenturyLink (WA) **$681.22**

City of Renton/EHD

55852 **3/17/2025** **2025 - March - 3rd March 2025 Batch**

61914

Service - December 2024

001-000-211-523-60-49-01 PD: Electronic Home Monitor Costs $620.00

EHD - TAD Alcohol Monitoring Services

Total 61914 **$620.00**

Total 55852 **$620.00**

Total City of Renton/EHD **$620.00**

City of Sumner

55853 **3/1/2025** **2025 - March - 3rd March 2025 Batch**

1275

Reimbursement - DMCJA Dues

001-000-120-512-51-49-02 CRT: Dues & Memberships $330.00

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

DMCJA Dues - Judge Krista White-Swain (City of Sumner paid 1/2)

Total 1275 — **$330.00**

Total 55853 — **$330.00**

Total City of Sumner — **$330.00**

City of Sunnyside

55854 — **3/4/2025** — **2025 - March - 3rd March 2025 Batch**

15910

Service - February 2025

001-000-211-523-60-49-00 — PD: Jail Costs — $3,704.40

Jailing costs

Total 15910 — **$3,704.40**

Total 55854 — **$3,704.40**

Total City of Sunnyside — **$3,704.40**

Comcast

55855 — **3/5/2025** — **2025 - March - 3rd March 2025 Batch**

Comcast 8498 34 014 0152887 03/05/25

Service - March 2025

001-000-214-521-20-42-00 — PD: Telephone / DSL / Radios / Air Cards — $14.62

Cable TV

Total Comcast 8498 34 014 0152887 03/05/25 — **$14.62**

55855 — **3/3/2025** — **2025 - March - 3rd March 2025 Batch**

Comcast 8498 34 014 0155476 03/03/25

Service - March 2025

001-000-191-525-60-31-00 — EM - Supplies — $18.57

EM Cable 0125628

Total Comcast 8498 34 014 0155476 03/03/25 — **$18.57**

Total 55855 — **$33.19**

Total Comcast — **$33.19**

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

Creative Product Sourcing

55856	**3/18/2025**	**2025 - March - 3rd March 2025 Batch**	
162812			
Supplies - Police			
001-000-216-521-30-31-00		DARE Supplies	$4,145.60
	Coffee Mugs, Shirts, Blankets, Name Plates		
Total 162812			**$4,145.60**
Total 55856			**$4,145.60**
Total Creative Product Sourcing			**$4,145.60**

Cummins Sales and Service

55857	**3/12/2025**	**2025 - March - 3rd March 2025 Batch**	
07-250317313			
Supplies - Public Works			
401-000-000-534-80-31-00		WTR: Office & Operating Supplies	$10,305.59
	Mobile Generator - WTR		
407-000-000-535-80-31-00		SWR: Office & Operating Supplies	$10,305.59
	Mobile Generator - SEW		
Total 07-250317313			**$20,611.18**
Total 55857			**$20,611.18**
Total Cummins Sales and Service			**$20,611.18**

DCW - Data Center Warehouse

55858	**3/7/2025**	**2025 - March - 3rd March 2025 Batch**	
INVD224481			
Supplies - IT			
310-000-011-594-18-64-00		Gen Gvt-Pc related Hardware	$2,226.87
	Laptop		
Total INVD224481			**$2,226.87**
55858	**3/11/2025**	**2025 - March - 3rd March 2025 Batch**	
INVD224679			
Supplies - IT			
310-000-011-594-18-64-00		Gen Gvt-Pc related Hardware	$1,973.92
	Tablet, Keyboard		
Total INVD224679			**$1,973.92**

Vendor Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
55858	3/17/2025	2025 - March - 3rd March 2025 Batch	
INVD225258			
	Supplies - IT		
	310-000-011-594-18-64-00	Gen Gvt-Pc related Hardware	$186.90
		Repeaters	
Total INVD225258			**$186.90**
55858	3/18/2025	2025 - March - 3rd March 2025 Batch	
INVD225465			
	Supplies - IT		
	310-000-011-594-18-64-00	Gen Gvt-Pc related Hardware	$139.15
		Contactless Smart Card	
Total INVD225465			**$139.15**
55858	3/19/2025	2025 - March - 3rd March 2025 Batch	
INVD225547			
	Supplies - IT		
	310-000-011-594-18-64-00	Gen Gvt-Pc related Hardware	$1,664.62
		Tablet	
Total INVD225547			**$1,664.62**
55858	3/19/2025	2025 - March - 3rd March 2025 Batch	
INVD225592			
	Supplies - IT		
	310-000-011-594-18-64-00	Gen Gvt-Pc related Hardware	$1,948.17
		x14 Contactless Smart Card	
Total INVD225592			**$1,948.17**
55858	3/20/2025	2025 - March - 3rd March 2025 Batch	
INVD225740			
	Supplies - IT		
	310-000-011-594-18-64-00	Gen Gvt-Pc related Hardware	$564.15
		Computer Parts	
Total INVD225740			**$564.15**
Total 55858			**$8,703.78**
Total DCW - Data Center Warehouse			**$8,703.78**

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

FCS Group

55859 — **2/28/2025** — **2025 - March - 3rd March 2025 Batch**

3648-22502062

Service - February 2025

Account Number	Title	Amount
001-000-257-558-70-41-01	MDRT - Fiscal Analysis-	$215.00
DPFG Fiscal Impact Analysis Ph 3		
Total 3648-22502062		**$215.00**
Total 55859		**$215.00**
Total FCS Group		**$215.00**

Ferguson Waterworks #3011

55860 — **3/19/2025** — **2025 - March - 3rd March 2025 Batch**

0072904

Supplies - Water

Account Number	Title	Amount
401-000-000-534-80-31-04	WTR: Meters & Related Costs	$367.17
Water System Parts		
Total 0072904		**$367.17**
Total 55860		**$367.17**
Total Ferguson Waterworks #3011		**$367.17**

Fin - Transient Vendor

55861 — **3/21/2025** — **2025 - March - 3rd March 2025 Batch**

A Elton 03/21/25 — **Alexis L Elton**

Reimbursement - Mileage

Account Number	Title	Amount
001-000-140-514-23-43-00	FIN: Lodging, Meals & Mileage	$70.91
Mileage Reimbursement - 101.3 Miles		
Total A Elton 03/21/25		**$70.91**
Total 55861		**$70.91**

55862 — **3/17/2025** — **2025 - March - 3rd March 2025 Batch**

K Bryant 03/17/25 — **Kristen Bryant**

Refund - Overcharged PRR Fee

Account Number	Title	Amount
001-000-000-341-35-00-01	City Hall Records & Services	$5.10
Refunding Overcharged PRR Fee		
Total K Bryant 03/17/25		**$5.10**
Total 55862		**$5.10**
Total Fin - Transient Vendor		**$76.01**

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

Financial Consultants International Inc

55863 **3/21/2025** **2025 - March - 3rd March 2025 Batch**

18531

Supplies - Police

001-000-210-521-10-48-01 PD: Vehicle/Eq. Mtc. & Repair $398.22

Gun Rack

Total 18531 **$398.22**

Total 55863 **$398.22**

Total Financial Consultants International Inc **$398.22**

Firestone Complete Auto Care

55864 **3/21/2025** **2025 - March - 3rd March 2025 Batch**

103337

Service - 2021 Police Interceptor

001-000-210-521-10-48-01 PD: Vehicle/Eq. Mtc. & Repair $2,162.42

Brakes, Suspension Work, Alignment

Total 103337 **$2,162.42**

Total 55864 **$2,162.42**

Total Firestone Complete Auto Care **$2,162.42**

First Responder Outfitters - TAC

55865 **3/21/2025** **2025 - March - 3rd March 2025 Batch**

16024-3

Supplies - Police

001-000-210-521-10-31-04 PD: Uniform Allowance $541.82

Uniforms - PD

Total 16024-3 **$541.82**

Total 55865 **$541.82**

Total First Responder Outfitters - TAC **$541.82**

Fuel Tank Installation Co, Inc

55866 **3/13/2025** **2025 - March - 3rd March 2025 Batch**

Fuel Tank Installation Co LLC 03/13/25

Refund - Fire Inspection Review

001-000-240-345-89-99-10 CD - Demo Deposit $125.38

Refunding unnecessary fire inspection

Total Fuel Tank Installation Co LLC 03/13/25 **$125.38**

Total 55866 **$125.38**

Total Fuel Tank Installation Co, Inc **$125.38**

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
Home Depot Credit Service					
	55867	**3/21/2025**	**2025 - March - 3rd March 2025 Batch**		
	1016342				
	Supplies - Community Development				
	001-000-240-558-51-48-00		COM DEV: Bld Repairs & Maintenance		$16.32
			Glue, Paint		
	Total 1016342				**$16.32**
	55867	**3/11/2025**	**2025 - March - 3rd March 2025 Batch**		
	1554577				
	Supplies - Emergency Management				
	001-000-191-525-60-31-00		EM - Supplies		$46.26
			x5 - 5 Gallon Water Jugs		
	Total 1554577				**$46.26**
	55867	**3/19/2025**	**2025 - March - 3rd March 2025 Batch**		
	3027897				
	Supplies - Lake Sawyer				
	001-000-270-575-70-48-00		Lake Sawyer: Weed, Dock, Buoy & Fee Maint		$139.95
			Rope		
	Total 3027897				**$139.95**
	55867	**3/18/2025**	**2025 - March - 3rd March 2025 Batch**		
	4523651				
	Supplies - Lake Sawyer				
	001-000-270-575-70-48-00		Lake Sawyer: Weed, Dock, Buoy & Fee Maint		$61.97
			Rope, Hardware		
	Total 4523651				**$61.97**
	55867	**3/18/2025**	**2025 - March - 3rd March 2025 Batch**		
	4523652				
	Supplies - Community Development				
	001-000-240-558-51-48-00		COM DEV: Bld Repairs & Maintenance		$52.39
			Hardware		
	Total 4523652				**$52.39**
	55867	**3/17/2025**	**2025 - March - 3rd March 2025 Batch**		
	5015765				
	Supplies - Parks				
	001-000-270-576-80-48-02		PRK: Maintenance & Repairs		$509.61
			Lumber, Hardware, Silicone		
	Total 5015765				**$509.61**

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
	55867	**2/25/2025**	**2025 - March - 3rd March 2025 Batch**		
	5567269				
	Supplies - Police				
	001-000-212-521-50-48-00		PD: Bldg Repairs & Maintenance		$60.92
			Absorbent Pads		
	Total 5567269				**$60.92**
	Total 55867				**$887.42**
Total Home Depot Credit Service					**$887.42**
HWA GeoSciences Inc.					
	55868	**2/22/2025**	**2025 - March - 3rd March 2025 Batch**		
	37453				
	Service - February 2025; 100-25				
	001-000-257-558-70-41-05		MDRT - Geotech		$1,240.00
			100-25 Lawson Hills Phase 2G Review		
	Total 37453				**$1,240.00**
	55868	**2/28/2025**	**2025 - March - 3rd March 2025 Batch**		
	37583				
	Service - February 2025; 100-28				
	001-000-257-558-70-41-05		MDRT - Geotech		$930.00
			Villages Towns Review		
	Total 37583				**$930.00**
	Total 55868				**$2,170.00**
Total HWA GeoSciences Inc.					**$2,170.00**
Johnsons Home & Garden					
	55869	**3/10/2025**	**2025 - March - 3rd March 2025 Batch**		
	485738				
	Supplies - Water				
	401-000-000-534-80-48-00		WTR: Bld Repair & Maintenance Shops		$185.94
			Hardware		
	Total 485738				**$185.94**
	55869	**3/13/2025**	**2025 - March - 3rd March 2025 Batch**		
	485797				
	Supplies - Public Works				
	001-000-270-576-80-31-00		PRK: Office & Operating Supplies		$5.00
			Hardware, bug trap - PRK		
	001-000-280-536-20-31-00		CEM: Office & Operating Supplies		$3.00
			Hardware, bug trap - CEM		

Vendor	Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void	Amount
		101-000-000-542-30-31-00	STRT: Office & Operating Supplies		$9.00
			Hardware, bug trap - STRT		
		401-000-000-534-80-31-00	WTR: Office & Operating Supplies		$11.02
			Hardware, bug trap - WTR (rounded)		
		407-000-000-535-80-31-00	SWR: Office & Operating Supplies		$11.00
			Hardware, bug trap - SWR		
		410-000-000-531-10-31-01	STRM: Office & Operating Supplies		$11.00
			Hardware, bug trap - STRM		
	Total 485797				**$50.02**
	55869	**3/20/2025**	**2025 - March - 3rd March 2025 Batch**		
	485904				
		Supplies - Public Works			
		001-000-270-576-80-31-00	PRK: Office & Operating Supplies		$3.10
			Hardware, Bleach - PRK		
		001-000-280-536-20-31-00	CEM: Office & Operating Supplies		$5.17
			Hardware, Bleach - CEM		
		101-000-000-542-30-31-00	STRT: Office & Operating Supplies		$9.31
			Hardware, Bleach - STRT		
		401-000-000-534-80-31-00	WTR: Office & Operating Supplies		$11.45
			Hardware, Bleach - WTR (rounded)		
		407-000-000-535-80-31-00	SWR: Office & Operating Supplies		$11.38
			Hardware, Bleach - SWR		
		410-000-000-531-10-31-01	STRM: Office & Operating Supplies		$11.38
			Hardware, Bleach - STRM		
	Total 485904				**$51.79**
	Total 55869				**$287.75**
Total Johnsons Home & Garden					**$287.75**
King County Finance					
	55870	**2/28/2025**	**2025 - March - 3rd March 2025 Batch**		
	11015590				
		Service - February 2025			
		001-000-145-518-80-42-03	IT: Comm - INET Costs - First Net		$1,135.00
			INET Charges		
	Total 11015590				**$1,135.00**
	55870	**5/12/2023**	**2025 - March - 3rd March 2025 Batch**		
	30037257				
		Service - May 2023			
		404-000-016-594-34-63-00	Water Loop 169- Const		$1,500.00

Letter of Authorization

Total 30037257 **$1,500.00**

Total 55870 **$2,635.00**

Total King County Finance **$2,635.00**

Kustom Signals, Inc.

55871 **3/14/2025** **2025 - March - 3rd March 2025 Batch**

618344

Supplies - Police

510-000-300-594-21-64-00 Police Vehicles-replace $1,813.72

Police radio equipment

Total 618344 **$1,813.72**

Total 55871 **$1,813.72**

Total Kustom Signals, Inc. **$1,813.72**

Lexipol LLC

55893 **4/1/2025** **2025 - April - 1st April 2025 Batch**

#INVLEX11250222

Service - 05/01/25-04/30/26

001-000-216-521-10-49-03 PD: Lexipol $6,481.15

Annual Law Enforcement Policy Manual & Daily Training Bulletins

Total #INVLEX11250222 **$6,481.15**

Total 55893 **$6,481.15**

Total Lexipol LLC **$6,481.15**

Mackenzie Engineering Inc

55872 **1/10/2025** **2025 - March - 3rd March 2025 Batch**

1091948

Service - December 2024

310-000-002-594-18-62-03 CIP - Gen Govt - Campus Improvements $1,469.32

Engineering service - new city campus

Total 1091948 **$1,469.32**

Vendor / Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void	Amount
55872	3/10/2025	2025 - March - 3rd March 2025 Batch		
1092631				
	Service - February 2025			
	310-000-002-594-18-62-03	CIP - Gen Govt - Campus Improvements		$1,179.00
		Engineering service - new city campus		
Total 1092631				**$1,179.00**
Total 55872				**$2,648.32**
Total Mackenzie Engineering Inc				**$2,648.32**
Madrona Law Group LLC				
55873	3/6/2025	2025 - March - 3rd March 2025 Batch		
12953				
	Service - February 2025			
	001-000-257-558-70-41-00	MDRT - Legal Services		$4,897.00
		Oakpointe (services)		
Total 12953				**$4,897.00**
Total 55873				**$4,897.00**
Total Madrona Law Group LLC				**$4,897.00**
Mehrnaz Ighani				
55874	3/19/2025	2025 - March - 3rd March 2025 Batch		
001				
	Service - 03/19/25			
	001-000-120-512-51-41-04	CRT: Interpreter		$240.00
		Court Interpreter		
Total 001				**$240.00**
Total 55874				**$240.00**
Total Mehrnaz Ighani				**$240.00**
Michael L. March				
55875	3/14/2025	2025 - March - 3rd March 2025 Batch		
M March 03/14/2025				
	Service - 01/18/25 & 3/02/25			
	410-000-000-531-10-48-03	STRM: System Repair & Maintenance		$800.00
		Beaver dam service		
Total M March 03/14/2025				**$800.00**
Total 55875				**$800.00**
Total Michael L. March				**$800.00**

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

Palmer Coking Coal Company

Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Amount
55876			**3/4/2025**	**2025 - March - 3rd March 2025 Batch**	
	93940				
		Supplies - Stormwater			
		410-000-000-531-10-31-01		STRM: Office & Operating Supplies	$76.44
				2x4 Quarry Spalls	
	Total 93940				**$76.44**
55876			**3/7/2025**	**2025 - March - 3rd March 2025 Batch**	
	93992				
		Supplies - Stormwater			
		410-000-000-531-10-48-03		STRM: System Repair & Maintenance	$196.82
				Topsoil, 2x4 Quarry Spalls	
	Total 93992				**$196.82**
Total 55876					**$273.26**

Total Palmer Coking Coal Company **$273.26**

Parametrix, Inc.

Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Amount
55877			**2/11/2025**	**2025 - March - 3rd March 2025 Batch**	
	64212				
		Service - January 2025; Task 42			
		001-000-257-558-70-41-06		MDRT - Surveyor-Parametrix	$3,995.00
				PLN25-0001 TT 2F Final Plat Div 3,4,6	
	Total 64212				**$3,995.00**
55877			**2/11/2025**	**2025 - March - 3rd March 2025 Batch**	
	64213				
		Service - January 2025; Task 43			
		001-000-257-558-70-41-06		MDRT - Surveyor-Parametrix	$1,980.00
				PLN24-0084 N Comm Final Short Plat	
	Total 64213				**$1,980.00**
55877			**2/12/2025**	**2025 - March - 3rd March 2025 Batch**	
	64221				
		Service - January 2025; Task 05			
		001-000-257-558-70-41-03		MDRT - Traffic Engineering-Parametrix	$525.00
				SR 169 RBT - PUB 18-0028	
	Total 64221				**$525.00**

Vendor	Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void Amount
	55877 / **64223**	**2/12/2025**	**2025 - March - 3rd March 2025 Batch**	
		Service - January 2025; Task 39		
		001-000-257-558-70-41-03	MDRT - Traffic Engineering-Parametrix / Baker-Lawson INTX	$1,690.00
	Total 64223			**$1,690.00**
	55877 / **64224**	**2/12/2025**	**2025 - March - 3rd March 2025 Batch**	
		Service - January 2025; Task 31		
		001-000-257-558-70-41-03	MDRT - Traffic Engineering-Parametrix / Lawson Hills SE Connector Alts	$1,290.00
	Total 64224			**$1,290.00**
	55877 / **64225**	**2/12/2025**	**2025 - March - 3rd March 2025 Batch**	
		Service - January 2025; Task 73		
		001-000-257-558-70-41-03	MDRT - Traffic Engineering-Parametrix / Mixed Use Div 1,3,5 Illumination	$392.50
	Total 64225			**$392.50**
	55877 / **65366**	**3/18/2025**	**2025 - March - 3rd March 2025 Batch**	
		Service - February 2025; Tasks 1, 2 & 5		
		320-000-054-595-30-41-00	Roberts Drive Recon, CH to SR 169: Prof Svs / Project management, mapping & environmental	$38,993.63
	Total 65366			**$38,993.63**
	Total 55877			**$48,866.13**
Total Parametrix, Inc.				**$48,866.13**

PD - Transient Vendors

Vendor	Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void Amount
	55878 / **D Bustamante-Vazquez 03/13/25**	**3/13/2025**	**2025 - March - 3rd March 2025 Batch** / **David Bustamante-Vazquez**	
		Reimbursement - Traffic School		
		001-000-210-342-10-01-00	PD: Traffic School Fee / Traffic School Reimbursement	$145.00
	Total D Bustamante-Vazquez 03/13/25			**$145.00**
	Total 55878			**$145.00**

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

55879 **3/25/2025** **2025 - March - 3rd March 2025 Batch**
L Reveles Espino 03/24/25 **Luz M Reveles Espino**
Reimbursement - Traffic School
001-000-210-342-10-01-00 PD: Traffic School Fee $217.00
Traffic School Reimbursement
Total L Reveles Espino 03/24/25 **$217.00**
Total 55879 **$217.00**
Total PD - Transient Vendors **$362.00**

Petty Cash Custodian

55880 **3/13/2025** **2025 - March - 3rd March 2025 Batch**
Petty Cash Custodian 03/13/25
Petty Cash Increase
001-000-000-369-81-00-00 Cash Over/Short $100.00
Petty Cash Increase - CD
001-000-000-369-81-00-00 Cash Over/Short $200.00
Petty Cash Increase - CT
Total Petty Cash Custodian 03/13/25 **$300.00**
Total 55880 **$300.00**
Total Petty Cash Custodian **$300.00**

Precision Concrete Cutting & Drilling

55844 **10/9/2024** **2025 - March - March 2025 Void Batch**
23900
Supplies - Skate Park
310-000-037-594-76-64-00 Skate Park: Construction $707.20
Concrete Pipe
Total 23900 **$707.20**
Total 55844 **$707.20**
Total Precision Concrete Cutting & Drilling **$707.20**

Precision Concrete Cutting, Inc.

V55300 **10/9/2024** **2025 - March - March 2025 Void Batch**
V 23900
Supplies - Skate Park
310-000-037-594-76-64-00 Skate Park: Construction ($707.20)

Vendor				
Transaction Number	Invoice Date	Fiscal Description		Void
Transaction Reference		Name		Amount
Account Number		Title		
	Concrete Pipe			
Total V 23900				**($707.20)**
Total V55300				**($707.20)**
Total Precision Concrete Cutting, Inc.				**($707.20)**
RH2 Engineering Inc.				
55881	**11/22/2024**	**2025 - March - 3rd March 2025 Batch**		
98878				
Service - October 2024				
404-000-016-594-34-63-00		Water Loop 169- Const		$17,880.14
	Water Main Improvement Project			
Total 98878				**$17,880.14**
Total 55881				**$17,880.14**
Total RH2 Engineering Inc.				**$17,880.14**
SHI International Corp.				
55882	**1/31/2025**	**2025 - March - 3rd March 2025 Batch**		
B19325734				
Supplies - IT				
001-000-145-518-80-41-01		IT: Software Services		$18,836.81
	Software			
Total B19325734				**$18,836.81**
55882	**2/26/2025**	**2025 - March - 3rd March 2025 Batch**		
B19427613				
Supplies - IT				
001-000-145-518-80-41-01		IT: Software Services		$1,777.37
	Windows Software			
Total B19427613				**$1,777.37**
Total 55882				**$20,614.18**
Total SHI International Corp.				**$20,614.18**

Vendor Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Sorci Family LLC			
55894	**4/1/2025**	**2025 - April - 1st April 2025 Batch**	
Sorci Family 04/2025			
Rent - April 2025			
001-000-240-591-58-70-00		COM DEV: Bld & Property Lease	$1,381.81
		Com Dev Mod - Permitting	
001-000-240-591-58-70-01		PLN: Bld & Property Lease	$345.45
		Com Dev Mod - Planning	
001-000-248-591-58-70-00		MDRT: Bld & Property Lease	$4,369.19
		City Hall Building - MDRT	
001-000-254-591-18-70-00		CH: Bld & Property Lease	$3,745.02
		City Hall Building - Admin	
001-000-254-591-18-70-01		MOD: Bld & Property Lease	$431.82
		Com Dev Mod - Admin	
101-000-000-591-95-70-00		STRT: Bld & Property Lease	$1,092.30
		City Hall Building - Streets	
401-000-000-591-34-70-00		WTR: Bld & Property Lease	$1,092.30
		City Hall Building - Water	
407-000-000-591-35-70-00		SWR: Bld & Property Lease	$1,092.30
		City Hall Building - Sewer	
410-000-000-591-31-70-00		STRM: Bld & Property Lease	$1,092.27
		City Hall Building - Storm	
Total Sorci Family 04/2025			**$14,642.46**
Total 55894			**$14,642.46**
Total Sorci Family LLC			**$14,642.46**
South Correctional Entity			
55883	**3/5/2025**	**2025 - March - 3rd March 2025 Batch**	
8461			
Service - February 2025			
001-000-211-523-60-49-00		PD: Jail Costs	$4,583.40
		Jailing fees	
Total 8461			**$4,583.40**
Total 55883			**$4,583.40**
Total South Correctional Entity			**$4,583.40**

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

Summit Law Group, PLLC

55884	**3/19/2025**	**2025 - March - 3rd March 2025 Batch**	
161994			
Service - February 2025; General Labor			
001-000-150-515-41-41-02		Legal - Employment	$2,870.00
		Law Service - General Labor	
Total 161994			**$2,870.00**
55884	**3/19/2025**	**2025 - March - 3rd March 2025 Batch**	
161995			
Service - February 2025; Teamsters			
001-000-150-515-41-41-08		Legal Svcs-Union Contracts	$738.00
		Law Service - Teamsters Related	
Total 161995			**$738.00**
Total 55884			**$3,608.00**
Total Summit Law Group, PLLC			**$3,608.00**

The Falconer Group

55885	**3/18/2025**	**2025 - March - 3rd March 2025 Batch**	
25-003			
Service - 02/12/25-03/13/25			
001-000-180-518-50-49-16		CEN SVCS: Retreat Travel & Training	$5,405.00
		2025 City Council Retreat	
Total 25-003			**$5,405.00**
Total 55885			**$5,405.00**
Total The Falconer Group			**$5,405.00**

Thomson Reuters - West

55886	**1/1/2025**	**2025 - March - 3rd March 2025 Batch**	
851292203			
Service - December 2024			
001-000-210-521-10-41-07		PD: Prof Serv/Leads Online - Pawn Shop	$237.19
		Software charges	
Total 851292203			**$237.19**
Total 55886			**$237.19**
Total Thomson Reuters - West			**$237.19**

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

United Business Machines of WA Inc

55887	**2/4/2025**	**2025 - March - 3rd March 2025 Batch**	
INV532213			
Service - January 2025			
001-000-120-512-51-49-03		CRT: Printing & Binding	$85.03
	CRT - Copier charges		
Total INV532213			**$85.03**
Total 55887			**$85.03**
Total United Business Machines of WA Inc			**$85.03**

Valley Communications Center

55888	**3/3/2025**	**2025 - March - 3rd March 2025 Batch**	
0028530			
Service - February 2025			
001-000-214-521-20-41-00		PD: Valley Comm - Dispatch Service	$7,525.14
	911 Calling Service		
Total 0028530			**$7,525.14**
Total 55888			**$7,525.14**
Total Valley Communications Center			**$7,525.14**

Varius Inc.

55889	**3/19/2025**	**2025 - March - 3rd March 2025 Batch**	
1843			
Service - February 2025; TA44			
001-000-257-558-70-41-02		MDRT - Civil Engineering	$4,494.00
	Village Town Pre Plat		
Total 1843			**$4,494.00**
55889	**3/19/2025**	**2025 - March - 3rd March 2025 Batch**	
1844			
Service - February 2025; TA39			
001-000-257-558-70-41-02		MDRT - Civil Engineering	$1,284.00
	Mountain View Final Plat		
Total 1844			**$1,284.00**
55889	**3/19/2025**	**2025 - March - 3rd March 2025 Batch**	
1845			
Service - February 2025; TA33			
001-000-257-558-70-41-02		MDRT - Civil Engineering	$6,099.00
	Mountain View Utility Permitting		
Total 1845			**$6,099.00**

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
55889	1846	3/19/2025	2025 - March - 3rd March 2025 Batch		
	Service - February 2025; TA47				
	001-000-257-558-70-41-02		MDRT - Civil Engineering		$1,926.00
			Plat 2F Div 4 Roads & Utilities		
	Total 1846				**$1,926.00**
55889	1847	3/19/2025	2025 - March - 3rd March 2025 Batch		
	Service - February 2025; TA51				
	001-000-257-558-70-41-02		MDRT - Civil Engineering		$8,988.00
			Pre Plat 3A		
	Total 1847				**$8,988.00**
55889	1848	3/19/2025	2025 - March - 3rd March 2025 Batch		
	Service - February 2025; TA54				
	001-000-257-558-70-41-02		MDRT - Civil Engineering		$1,926.00
			MV Div 4 FP		
	Total 1848				**$1,926.00**
55889	1849	3/19/2025	2025 - March - 3rd March 2025 Batch		
	Service - February 2025; TA56				
	001-000-257-558-70-41-02		MDRT - Civil Engineering		$963.00
			MV Div 1 Utility Permits		
	Total 1849				**$963.00**
55889	1850	3/19/2025	2025 - March - 3rd March 2025 Batch		
	Service - February 2025; TA58				
	001-000-257-558-70-41-02		MDRT - Civil Engineering		$7,704.00
			Miners Ridge Exp Parcel		
	Total 1850				**$7,704.00**
55889	1851	3/19/2025	2025 - March - 3rd March 2025 Batch		
	Service - February 2025; TA59				
	001-000-257-558-70-41-02		MDRT - Civil Engineering		$3,210.00
			Plat 2F Div 1 & 2 Final		
	Total 1851				**$3,210.00**
Total 55889					**$36,594.00**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
Total Varius Inc.									**$36,594.00**
VWA-Black Diamond LLC									
	55843			**3/20/2025**	**2025 - March - Early March 2025 Batch**				
		VWA-Black Diamond LLC 03/20/2025							
			Bill of Sale - PUB24-0044						
			001-000-246-558-70-49-00			MDRT: Miscellaneous			$1.00
							Mountain View - Visconsi North Commercial Road & Utility		
		Total VWA-Black Diamond LLC 03/20/2025							**$1.00**
	Total 55843								**$1.00**
Total VWA-Black Diamond LLC									**$1.00**
Wa Association of Sheriffs & Police Chiefs									
	55890			**3/14/2025**	**2025 - March - 3rd March 2025 Batch**				
		DUES 2025-00436							
			Dues - 2025						
			001-000-210-521-10-49-02			PD: Dues & Memberships			$75.00
							Associate Dues		
		Total DUES 2025-00436							**$75.00**
	Total 55890								**$75.00**
Total Wa Association of Sheriffs & Police Chiefs									**$75.00**
Washington State Patrol									
	55891			**3/20/2025**	**2025 - March - 3rd March 2025 Batch**				
		00184680							
			Service - Q1 2025						
			001-000-214-521-20-42-02			PD: WSP Access			$600.00
							Qtrly WSP Access Fee		
		Total 00184680							**$600.00**
	Total 55891								**$600.00**
Total Washington State Patrol									**$600.00**
Water Management Laboratories, Inc.									
	55892			**3/14/2025**	**2025 - March - 3rd March 2025 Batch**				
		227521							
			Service - 02/25/25						
			401-000-000-534-80-41-02			WTR: Testing and Sampling			$56.00

Vendor				
Transaction Number		Invoice Date	Fiscal Description	Void
Transaction Reference			Name	Amount
	Account Number		Title	
		Water Testing		
Total 227521				$56.00
Total 55892				$56.00
Total Water Management Laboratories, Inc.				**$56.00**

Vendor Count 51 **Grand Total $230,082.86**

BLACK DIAMOND CITY COUNCIL MINUTES
Council Special Meeting of March 20, 2024
Hybrid Meeting Via Zoom and In-Person
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE, ROLL CALL:

Mayor Benson called the regular meeting to order at 6:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

Present: Deady, Nielsen (Zoom), Peterson, Mulvihill, Young, Jones, Page

Staff Present: Andrew Williamson, MDRT/Ec Development Director; Public Works Director, Scott Hanis; Ryan Sweet, Public Works Program Manager; Tawnya Parks, Court Administrator; Rob Reed, IS Manager; Jake Kapsandy, IT Tech II; David Linehan, City Attorney; Carina Thornquist, Deputy City Clerk (Zoom).

Presentation – Enumclaw School District
Sean Carey and Kyle Fletcher shared a presentation about Ten Trails Elementary and on-going negotiations with Oak Pointe

Below are the highlights/topics of discussion:

- Quick History
- A Creative Possibility
- Oak Pointe and ESD Land Agreement
- Land Sale Analysis and Rationale
- Student Projection Analysis
- Agreement for Consideration
- Feasibility Study
- Feasibility Study Details
- Next Steps

On-going discussions were held between council members and Enumclaw staff about cost analysis, location of the schools, aligning staff with enrollment, opportunities to expand, timeline, and a design build model.

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (7-0). The meeting ended at 6:57 p.m.

ATTEST:

____________________________ ____________________________

Carol Benson, Mayor Carina Thornquist, Deputy City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of March 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, Nielsen (Zoom), Mulvihill, Young, Jones, Page

ABSENT: None

Staff present: Andrew Williamson, MDRT/Ec Development Director; Public Works Director, Scott Hanis; Ryan Sweet, Public Works Program Manager; Tawnya Parks, Court Administrator; Rob Reed, IS Manager; Jake Kapsandy, IT Tech II; David Linehan, City Attorney; Carina Thornquist, Deputy City Clerk (Zoom).

READING OF GUIDING PRINCIPLES

AGENDA REVIEW AND APPROVAL:

Councilmember Page **moved** to approve the Agenda; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (7-0).

PUBLIC COMMENTS:
Cathie McKinney, Enumclaw spoke to the council.
Dan DalSanto, Black Diamond spoke to the council.
Suzi DalSanto, Black Diamond spoke to the council.
Maria Ballenhorst, Black Diamond spoke to the council.
Amanda Smurdon, Black Diamond spoke to the council.
Yvonne Cruz, Black Diamond spoke to the council.
Ash Little, Black Diamond spoke to the council.
Rick Stocks, Black Diamond spoke to the council.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS: None.

COMMITTEE REPORTS:

1) Enumclaw Youth Empowered and EMAC Reports

Councilmember Mulvihill spoke on this matter.

DEPARTMENT REPORTS:

Fire - Chief Jenkins reported they are in the middle of a complete network upgrade and spoke about the annexation with the Puget Sound Regional Fire Authority and stated that the EMS Levy for King County will be on the ballot this November. She also responded to the comments regarding volunteer fire fighters and noted that there has been a decline in available volunteers due to the pandemic.

Police – 2024 Year End Report

Commander Martinez briefed the council on the report and stated that addressing the concerns of our citizens is something we put at the forefront. Fire Chief Jenkins honored officer Emilee Greve with a presentation in honor of life saving CPR and Narcan in February 2024.

CONSENT AGENDA:

Councilmember Mulvihill **moved** to approve the Consent Agenda; **second** Councilmember Peterson. Motion **passed** with all voting in favor (7-0). The Consent Agenda was approved as follows:

2) **Claim Checks –** March 20, 2025, Check No. 55777 through Check No. 55842 and EFTs in the amount of $498,134.96.

3) **Payroll** – February 2025, Check No. 20493 through Check No. 20500 and ACHs in the amount of $615,863.16

4) **Minutes** – Council Meeting of March 6, 2025.

5) **AB25-032** – Resolution Authorizing Amendment #2 to Municipal Court Judicial Services Agreement.

6) **AB25-033** – Resolution Authorizing Amendment #2 to Professional Services Agreement with Gunderson Law Group, PLLC for Prosecution Services.

PUBLIC HEARINGS:

Mayor Benson opened the public hearing at 8:01 p.m.

7) AB25-034 – 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 with the City of Black Diamond.

Attorney Linehan spoke on this and stated the purpose of the hearing tonight is to receive additional public input and hear public comments regarding the moratorium.

Carrie Staloch, Black Diamond, expressed her concerns about having Cannabis retailers in our city and stated that the data shows negative effects for the community.

Madelyn Neil, Black Diamond, spoke about her addiction to cannabis and easy it is for kids to obtain and then it becomes a network of different drug use.

LouAnn Sawyer, Black Diamond, stated her concerns with having it closer to us will lead to greater youth access and cause a cascading effect that she doesn't want here in our community.

Nanette Stocks, Black Diamond, shared her thoughts about the protentional cost to our cities and stated that cannabis shops can attract crime, and she wants to keep Black Diamond safe by prioritizing businesses and infrastructure.

Marin Sadler, Black Diamond, spoke to the aesthetic concern that she learned of from the last hearing about the requirement of cannabis buildings having bars on the windows and doors and that is not what she would want next door to her business.

Rick Stocks, Black Diamond, stated that we don't need outsiders coming to our city to get their drugs and there is no community benefit and asked the council to repeal it and save our community.

Tammy Barner, Black Diamond, gave an update on the signatures against the cannabis retailers and mentioned her concerns about public safety, property values, social impacts and the high costs in response to criminal activity.

Jim Baker, Black Diamond, spoke in favor of a permanent ban of cannabis in Black Diamond and noted data that shows its harmful for youth and young adults and also commented on the increase in crime and car accidents when cannabis is involved.

Tatum Howard, Enumclaw School District Prevention Intervention Professional, shared that the kids come to her and tell her how easy it is to get drugs and feels like we are making it harder for the students, parents, police officers and community members in general if we bring cannabis into the community.

Ash Little, Black Diamond, encouraged the council to look a little bit deeper into the statistics and stated that there are probably just as many people that support it and understand the benefits.

Lisa Lyver, Black Diamond, stated that it's important to look at the demographics of our area and what the voice of the people is.

Tabatha Baker, Black Diamond, stated that we want a safe place to live and bringing cannabis into our community would make it less safe.

Mayor Benson closed the public hearing at 8:36 p.m.

UNFINISHED BUSINESS:

Fire Services – discussion only

The council members and the mayor briefly discussed.

NEW BUSINESS:

8) AB25-035 - Resolution Authorizing Contract with Inline Security Fence.

Public Works Program Manager Sweets reported on this item.

Councilmember Page **moved** to adopt Resolution No. 25-1670 authorizing the mayor to execute a contract for the Public Works Fencing Project to Inline Security Fence in the amount of $34,652.80; **second** Councilmember Deady. Motion **passed** with all voting in favor (7-0).

MAYOR'S REPORT:

Mayor Benson reported that she attended the chamber luncheon and the Flood Control District Advisory Board.

COUNCIL REPORTS:

Councilmember Nielsen reported that she would like to work with fellow council members and committee members to get a more comprehensive update on both of the Oak Pointe projects and would also like to work with the directors of the city on the next steps for the fire topic and lastly, she spoke of the impact that all the projects may have on tax increases.

Councilmember Peterson stated that she attended the Finance Committee and found it helpful.

Councilmember Mulvihill says she forgot about the community development meeting last month, but she has been tracking two bills in the senate right now and both of them allow cities such as ours to add a small percentage of sales tax for public safety and she feels these could be beneficial to our state.

Councilmember Young noted that he spoke with our director of Public Works regarding all of the projects underway in Black Diamond and stated that their approach reflects forward thinking leadership. He also spoke with Judge Swain and her staff to gain a deeper understanding of how municipal courts operate and said that their commitment to fairness, accountability, and rehabilitation to help people get back on track stood out. He also met with Chief Kiblinger to discuss public safety and the department's vision for the future, and she shared that she has a positive and confident outlook on the future of the city. He thanked them for sharing their insights and for the work they do every day.

Councilmember Jones requested a future report from either public works and/or the police department regarding traffic and calming programs that the city might offer for solutions, rather than speed bumps, which can slow ambulances and fire services down when minutes are critical. He spoke about cannabis safety and how we need to tie in with law enforcement.

Councilmember Page thanked all of her colleagues who invested their time at the retreat. She also thanked the people that spoke on public comments and responded to comments about the cannabis, fire station and public safety and noted that Roberts Drive will be closed starting Monday, March 24th for approximately 4 weeks to finish the roundabout.

Councilmember Deady reported that she went to the Maple Valley Community Center and one of the big things they talked about was getting to know your neighbors and community outreach, especially aging people that may be isolated and need help and those with young children or disabled. She spoke on the speed bumps and plans to discuss options in the public safety meeting, as well as how to resolve the fire station issue and thanked the citizens for coming to speak on the cannabis moratorium and then discussed the Park Levy that will be on the ballot in August of this year and there was a discussion amongst councilmembers.

ATTORNEY REPORT: None.

PUBLIC COMMENTS:

Kristin Bryant, Bellevue spoke to the council.
Madeline Neil spoke to the council.

EXECUTIVE SESSION: None.

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (7-0). The meeting ended at 09:22 p.m.

ATTEST:

Carol Benson, Mayor

Carina Thornquist, Deputy City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT: **Resolution Authorizing the Mayor to sign a Professional Services Agreement with BHC Consultants, LLC for Community Development services.**	**Agenda Date: April 3, 2025**	**AB25-036**
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev –Andy Williamson	X
	Finance – Xavier Mason	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): Based on incoming permit revenue and budgeted Building official position	Police – Chief Kiblinger	
Fund Source: General Fund-Community Dev	Public Works – Scott Hanis	
Timeline: Continuation of ongoing contract	Court – Judge Swain/Tawnya Parks	

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

Attachments: Resolution; Prof. Services Agreement; Scope of Work Exhibit A; Client Amendment

SUMMARY STATEMENT:
Staff recommends continuing a Personal Services Agreement with BHC Consultants. LLC until a permanent Building Official position filled. BHC is a well-established firm located in Seattle, that has been providing consistent building and planning department services for the City. The benefits under this agreement will allow a Building Official to be readily available as BHC has staff available. They can also cover additional Inspector workload as permit activity increases.

FISCAL NOTE (Finance Department):
The Building Official position is currently vacant, and expenditures are covered by the budgeted position and the budget is based on the number of permits or inspections, the building permit revenue will cover the cost

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to Adopt Resolution No. 25-1671 Authorizing the Mayor to Execute a Professional Services Agreement with BHC Consultants, LLC for Community Development Services.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
April 3, 2025		

RESOLUTION NO. 25-1671

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH BHC CONSULTANTS, LLC FOR THE COMMUNITY DEVELOPMENT DEPARTMENT RELATED SERVICES

WHEREAS, City of Black Diamond Building Code adopts the state building code whereby the City designates and authorizes a building official to enforce the provisions of the state building code with the exception of the fire code; and

WHEREAS, in accordance with the state building code and concurrent to the designation of the authority of the building official, the building official shall have the authority to hire related technical officers, plan examiners, and inspectors; and

WHEREAS, the City currently utilizes building department related on-call services from BHC to cover low staffing due to employee leave and position vacancies; and

WHEREAS, the City is currently contracted with BHC Consultants, LLC, for an on-call building inspector staff has determined that BHC has the capacity to continue to meet the City's present needs; and

WHEREAS, turnaround times for plan review and permit approval under the current arrangement are meeting the City's timelines under the existing Agreement with BHC Consultants, LLC; and

WHEREAS, BHC Consultants, LLC will continue to provide a certified Building Inspector and a Building Official on an on-call basis ;

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

Section 1. The Mayor is authorized to sign a Professional Services Agreement with BHC Consultants, LLC for building code administration, plans examination, building inspection and building related code enforcement services, and planning services substantially in the forms attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 3RD DAY OF APRIL 2025.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 3rd day of April 2025, and is entered into by and between the City of Black Diamond, a municipal corporation, organized under the laws of the State of Washington, whose address is:

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

And BHC Consultants, a Limited Liability Company, organized under the laws of the State of Washington, doing business at:

BHC CONSULTANTS (hereinafter the **"CONSULTANT")**
1601 Fifth Avenue, Suite 500
Seattle, WA 98010
Contact: Shane Daughtery, Director, Construction Code Compliance
Phone: 206-227-9643 Fax: 206-505-3406
Email: shane.daughetry@bhcconsultants.com

Tax ID No: 602-174-584

For professional services including the administration of building code requirements, the review of building permit applications, the conduct of building inspections, and building-related code-enforcement activities, as well as planning services for drafting, more specifically described below and in Exhibit A and C to this Agreement.

TERMS AND CONDITIONS

1. Services by Consultant.

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

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

2. Schedule of Work. Consultant shall perform the services described in the scope of work in accordance with the timing provisions set forth in Exhibit "A and C." If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

3. Term.

A. This Agreement shall commence on April 3,2025 and shall remain in effect until such time as either party provides written notice of termination pursuant to this Section 8.

B. 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.

C. 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.

D. 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.

4. Compensation.

☐ LUMP SUM. Compensation for these services shall be a Lump Sum of $ ___________________

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

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

X OTHER. Provide for fixed rates as identified in fee schedule attached hereto as Exhibit "B".

5. Payment.

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

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

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

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

6. Discrimination and Compliance with Laws

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

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

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

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

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

8. Suspension and Termination of Agreement

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

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

C. Rights Upon Termination.

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

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

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

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

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

10. Ownership of Work Product.

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

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

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

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

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

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

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

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

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

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

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

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

C. Other Insurance Provisions

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

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

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

3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of

subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

Carol Benson Mayor 24301 Roberts Drive Black Diamond, WA 98010	BHC Consultants, LLC Attn: Jimm Gross, President 1601 Fifth Avenue, Suite 500 Seattle, WA 98010
Phone:360-851-4500 Fax: 360-851-4501	Phone: 506-505-3400

16. Resolution of Disputes and Governing Law.

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

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

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

17. General Provisions.

A. Non-waiver of Breach. The failure of either pa1iy to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the prov1s1ons of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

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

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set fo1th herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

AGREED TO BY:

CITY OF BLACK DIAMOND, WASHINGTON

By: _________________________
Carol Benson
Mayor

Date: ________________________

Attest:

By: _________________________
Brenda L. Martinez
City Clerk

APPROVED AS TO FORM:

CONSULTANT

By: _________________________

Name: ________________________

Title: _________________________

Date: _________________________

By: ________________________________

David A. Linehan
City Attorney

City of Black Diamond

On-Call Full Services

SCOPE OF SERVICES

Attachment “A”

1. Plan Review

The City of Black Diamond (City) will determine which plans and building permit applications will be reviewed by BHC. BHC will review such plans submitted with building permit applications for structural and non-structural code compliance in accordance with the currently adopted construction codes as adopted and amended by the state of Washington and the City of Black Diamond, except that BHC will confer with the Building Official and/or his/her agent on any portion of the review that specifically requires the approval of the Building Official as specified in the code(s).

A. The specified services to be performed by BHC shall be specified in a Letter of Authorization issued by the City for each set of plans and permit application.

B. BHC will not design for applicants, make any structural changes on the plans, or make any changes that directly contradict other information on the plans.

C. Reviews shall be conducted by BHC and under direction of BHC staff and consultants.

D. If corrections or additions are required, BHC will write a comment letter addressed to the applicant. The City or, BHC at the direction of the City, will provide the comment letter, along with any additional City requirements to the applicant. The comment letter will indicate to the applicant that they are required to submit the revisions/additions once addressed to BHC per the submittal requirements and/or guideline checklists for the permit type under review.

E. When the plans and applications are consistent with the City’s codes and standards, BHC will indicate that the plans and applications have been reviewed and found to be in substantial compliance with applicable construction codes and ordinances. The reviewer’s name and date of compliance will be affixed to each sheet of the required digital submittal documents. In the event digital submittal documents are not available up to two sets of drawings (as provided by the applicant) including the cover sheet will be stamped in the same manner and provided back to the City.

F. Full reviews will include structural, non-structural, accessibility, energy, and ventilation requirements as applicable. Partial reviews will be indicated herein as either structural or non-structural or as mutually agreed upon. Initial reviews shall be within the timelines identified in section 2 below.

2. Process

A. The City reserves the right to determine the process and method of Work by BHC. At its sole option, the City will determine if it wishes to contract with BHC on a time and materials basis or a percentage basis and as agreed upon by the City and BHC.

B. The City will notify BHC in writing which plans and applications are to be reviewed by BHC.

C. The City will intake, track, and process the permit applications and all revisions per current building and permit administration procedures through in-house platforms which may include paper or electronic processing. BHC will conduct its services on both these platforms.

D. Electronic application submittal, review, and approval will be coordinated by the City through the City platform. BHC will identify its staff who will have user access to and participate in the City platform. All submittal materials from applicant shall be digital PDF or other compatible file type (e.g. .jpg). BHC will perform the reviews and coordination in the same manner using Bluebeam Revu PDFs and Word documents.

E. For transmission of application materials received through the in-house platform, electronic files between the City and BHC will be via a file transfer method such as a SharePoint file link, FTP link, cloud-based file link or similar. BHC utilizes a SharePoint system and can provide the means of file transfer. The City application materials will generally be available within the platform and will not require file transfer. Email may be used at the discretion of BHC and City staff.

F. For transportation of non-electronic documents, BHC will be responsible for the transportation and cost of returning permit review documents back to the City. The City will be responsible for the transportation and cost of delivering permit review documents to BHC.

G. BHC will conduct the initial review, revisions or additional information and will either indicate compliance with the code(s) against which it was checked and notify the City of compliance, or if the drawings are still not as required, contact the applicant and the City with additional revision requests within the time frames specified below unless negotiated otherwise:

Project Type*	Initial Review	Re-Review
Single-Family	10 working days (2 weeks)	10 working days (1 – 2 weeks)
Multi-Family	15 - 20 working days (3 - 4 weeks)	10 working days (2 weeks)
Commercial	20 - 30 working days (4 - 5 weeks)	15 working days (3 weeks)

*These timelines are subject to changes to applicable City rules and regulations and RCW as amended and as mutually agreed upon.

H. The review timelines set forth above may be revised for any given project, upon written consent of both the City and BHC.

I. BHC will not be held responsible for delays attributable to any *force majeure* events. For the purposes of this section, an event of *force majeure* shall mean any cause beyond the control of the either party including but not restricted to, acts of God, flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, acts of public enemy, explosions, orders, regulations or restrictions imposed by governmental, military, or lawfully established civilian authorities, which, in any of the foregoing cases, by exercise of due diligence such party could not reasonably have been expected to avoid, and which, by the exercise of due diligence, it has been unable to overcome. *Force majeure* does not include (i) a failure of performance that is due to an affected party's own negligence or intentional wrongdoing; (ii) any removable or remediable causes (other than settlement of a strike or labor dispute) which an affected party fails to remove or remedy within a reasonable time; or (iii) economic hardship of an affected party.

LABOR RATE SCHEDULE
Attachment "B"

Classification	Hourly Rate
Building Inspector, Combination	$120
Building Official/ Inspections (Director/Assist. Manager)	$190
Plan Examiner – nonstructural	$170
Fire code and sprinkler (FPE)	$150
Structural plan review (QA/QC)	$260
Structural Senior plan review (senior engineer)	$250
Structural plan review (staff engineer)	$175
Electrical plan review (QA/QC)	$260
Electrical plan review (Senior Engineer)	$245
Electrical plan review (Staff Engineer)	$160
Electrical plan examiner (not Engineer)	$150
Electrical Inspector	$120
Civil/site plan review (QA/QC)	$260
Civil/site plan review (senior engineer)	$235
Civil/site plan review (staff engineer)	$180
Civil/site Inspector (P.E.)	$170
Civil/site Inspector	$155
Administration Assistance	$138

3. Plan Review Fee

The following fee determination criteria is intended to include the review of plans sent to BHC for review and approval. The reviews will typically be for new construction, substantial remodel, and alterations of both residential and commercial structures. Incidental over-the-counter plan review performed by BHC staff while on-site at the City will be included as part of the daily tasks performed at the hourly rate identified in the Labor Rate Schedule.

LUMP SUM: The City shall pay BHC a lump-sum fee for performing an initial review and one recheck for each project. The fee shall be based on a percentage of the plan review fee as tabulated below or as mutually agreed upon between the City and BHC. The plan review fee shall be based on the fees charged by resolution for the City. At the request of the City and in concurrence by BHC, plan review fees may be determined to be charged at the hourly rates as identified in the Labor Rate Schedule as opposed to the following "fixed fee" rates:

Commercial and Multi-Family Projects	***Lump Sum/Fixed Fee Percentage of Plan Review***	
	Valuation < $2,000,000	**Valuation $2,000,000 To $5,000,000**
Complete Plan Review	75%	70%
Partial Plan Review (structural only or nonstructural only)	65%	55%
**Minimum Fee of $850		
	Valuation $5,000,001 to $10,000,000	**Valuation $10,000,001 and up**
Complete Plan Review	65%	55%
Partial Plan Review (structural only or nonstructural only)	50%	40%
Single Family Projects		
Complete Plan Review	75% of Plan Review Fee	
Partial Plan Review (structural only or nonstructural only)	60% of Plan Review Fee	
**Minimum Fee of $550		

Residential: (Single Family Dwelling)

A. Full Plan Review:

Includes structural, non-structural Fire & Life Safety, mechanical, plumbing, State Energy, and applicable items in the City's Municipal Code.

Non-Residential:

B. Full Plan Review:

Includes structural, non-structural Fire & Life Safety, Barrier Free ADA accessibility and/or State Energy Code, *Mechanical (IMC) and/or Plumbing (UPC).*

C. Partial Plan Review:

Will consist of one of the following:

- IBC non-structural Fire & Life Safety including mechanical/plumbing when issued as a part of a combination building permit, State Energy and Barrier Free ADA accessibility review.

  -OR-
- IBC Structural ONLY

D. Mechanical/Plumbing: (issued as a separate permit)

When a permit for such work is issued separately from a building combination permit and the permit fee is based on valuation of such work separate from the building permit, the fee will be assessed at the partial review percentage noted above. If the permit fee is based on a unit fee per the IMC or UPC, the fee will be charged at the hourly rate as identified in the Labor Rate Schedule.

E. Electrical Plan Review:

Will be charged hourly at the Electrical Plan Review rate as identified in the Labor Rate Schedule.

F. Civil/Site Plan Review:

Will be charged hourly at the Civil Site Plan Review rate as identified in the Labor Rate Schedule. When substantial revisions occur to previously reviewed and /or approved plans, additional fees shall be charged at the hourly rates shown in Labor Rate Schedule

G. Fire Code, Fire Sprinkler, Fire Alarm:

Will be charged hourly at the Fire code and sprinkler (FPE) review rate as identified in the Labor Rate Schedule.

H. Attachment "B" Labor Rate Schedule will be utilized for all hourly fees unless negotiated otherwise between BHC and the City.

I. Fixed Fee plan review includes the initial plan review plus one (1) recheck. When substantial revisions occur to previously reviewed and /or approved plans, additional fees shall be charged at the hourly rates identified in the Labor Rate Schedule.

J. All "fixed fee" and/or "hourly" projects shall have a minimum fee of $550 or as outlined in the lump sum/fixed fee table above to cover set up, tracking, coordination, and initial review.

K. Expedited plan review services are available upon request. Fee is negotiated based on timeline requested at a rate of 150% to 200% of the hourly rates identified in the Labor Rate Schedule or as negotiated otherwise. Once the fee is negotiated the City is to inform the applicant of the fee ahead of the notice to proceed. Billing for authorized expedited services will be identified in the statement further described below.

L. A joint BHC plan review and City split review option may be negotiated prior to the start of the project.

4. Building Inspection Services

BHC will provide a certified building inspector, certified building official or state licensed Architect or certified electrical inspector (*for electrical inspections only*) to perform the following services on an as-needed, on-call basis for Residential and Commercial buildings:

A. Upon authorization by the City, the inspector will perform building inspection services for the City.

B. At the request of the City, the inspector shall be asked to perform one or more of the following inspection tasks:

a. Non-structural fire and life safety inspections

b. Structural inspections

c. Energy code inspections

d. Barrier free ADA inspections

e. Mechanical & plumbing inspections

f. Electrical inspections *(if applicable)*

Additional service when requested by be provided for:

g. Fire protection, sprinkler, and alarm review

h. Site civil and drainage review

C. Inspector will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code (WAC 51-50 and 51-51), and Energy Code (WAC 51-11), and the applicable City Building Codes, except that inspector will confer with the City Building Official or his/her agent on any portion of the review that specifically requires an approval of the Building Official under the applicable code(s), or that involves an unusual interpretation.

D. Inspections will be done in accordance with all codes, ordinances and regulations in effect and will be performed in a courteous and professional manner. Up-to-date records of inspection status will be maintained in the manner required for the specific project and on the office copy of the permit. Inspections can be negotiated to be in person or virtual remote inspection, or as requested otherwise by the City. *Note: Plan review approvals are not inspections.*

E. Attachment "B" Labor Rate Schedule will be utilized for all hourly fees unless negotiated otherwise between BHC and the City.

The City shall guarantee a minimum of four (4) hours of inspection work each day inspection services are provided. Inspection time is calculated portal to portal further explained below.

5. Additional Services Required

A. BHC's Principal Consultant will act as the City's Building Official on an as-needed basis for services including code interpretation and administrative needs such as ordinance review at the hourly rates identified in the Labor Rate Schedule.

B. Pre-permit plan review meetings to review code requirements and City permit coordination will be charged at the hourly rates identified in the Labor Rate Schedule.

C. Review of supplemental plans or deferred submittals (information not provided at time of initial review but required for plan approval, i.e., truss specification/plans, fire protection/alarm details, etc.) will be charged at the hourly rates identified in the Labor Rate Schedule.

D. Revisions to plans that require additional plan review will be charged at the hourly rates identified in the Labor Rate Schedule.

E. Addendums to approved plans that require additional plan review will be charged at the hourly rates identified in the Labor Rate Schedule.

F. Attendance of meetings in person or remotely when requested by the City will be charged at the hourly rates identified in the Labor Rate Schedule.

G. Separate Fire Code, Fire Sprinkler, Fire Alarm and when not part of the full plan review, mechanical, and plumbing reviews when requested by the City will be charged at the hourly rates identified in the Labor Rate Schedule.

6. Additional

A. All other review services and reviews in excess of two (the initial review plus one re-check) shall be paid on a time-and-expense basis using the applicable hourly rate identified in the Labor Rate Schedule.

B. In-house plan review and other services will be provided as desired by the City and agreed upon by BHC on a time-and-expense basis using an hourly rate identified in the Labor Rate Schedule.

C. Valuation figures used to determine the plan review fees will be calculated based on the City's Fee

Resolution. The plan review fee will be determined by the City and the proposed plan review fee amount shall be submitted to BHC for each project for review and approval.

D. Billing statements will be issued for reviews that receive a full initial review in the preceding month or other acceptable time period. A full initial review shall constitute an earned fee for both the City and BHC. Each statement will include the permit application number and owner or project name of the plans reviewed with the fee.

E. The City shall have the right to withhold payment to BHC for any work not completed in a satisfactory manner until such time that BHC modifies such work to the satisfaction of the City.

F. The City may elect to review the contract with BHC on an annual basis, which may include but not limited to negotiation of services, renewal of services, contract cancelation or contract renewal.

G. **Hourly rates shown are portal to portal** from inspector's, examiner's or building official's residence or the Seattle office, whichever is less, to the site.

H. All mileage included by BHC will be reimbursed at the most current IRS rate at the time of service. Mileage will not be assessed on travel using client supplied vehicle.

I. BHC staff's normal workdays are Monday through Friday (8am~5pm, PST). Office work on Saturdays, Sundays or City Holidays will be performed only at specific request of the City. Billing for work performed outside normal work hours or on Saturdays, Sundays, or City Holidays shall be at 150% of the rates shown above.

J. This Labor Rate Schedule is effective as of January 1, 2025. BHC reserves the right to request annual rate increases.

AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT is made and entered into this __ day of __, 202_, by and between City of Black Diamond hereinafter referred to as "CLIENT", and *BHC CONSULTANTS, LLC*, hereinafter referred to as "*BHC* ".

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree that the Agreement between the parties made and entered into on the __ day of ___, 202_, is amended as follows:

> *The updated Exhibit A for 2025 shall supersede previous Exhibits outlining Scope of Services, Fees and Labor Rates for services.*

All other terms of the Agreement remain in effect.

BHC CONSULTANTS, LLC

By: ________________________________

Title: ______________________________

Date: ________________

CITY OF BLACK DIAMOND

By: ________________________________

Title: ______________________________

Date: ________________

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT: **Authorizing the Mayor to Execute a Grant Agreement with King County Waste Reduction and Recycling to fund the 2025 Household Hazardous Waste Collection and Recycling Events.**	**Agenda Date: April 3, 2025**	**AB25-037**
	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): $10,000	Police – Chief Kiblinger	
Fund Source: King County Waste Reduction and Recycling	Public Works – Scott Hanis	X
Timeline: 2025	Court – Tawnya Parks	

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

Attachments: Resolution; Grant Agreement

SUMMARY STATEMENT:
This grant agreement from King County Waste Reduction and Recycling is for the City's two planned household hazardous waste collection and recycling events, totaling $10,000. The City has been combining with Maple Valley for these events and will continue to do so. In the past this has been a two-year agreement, but King County is doing 2025 as a one-year grant.

FISCAL NOTE (Finance Department): There will be an amendment to the 2025 budget to reflect an increase in revenues and the expenditures to reflect the $10,000 amount for this grant.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:
Public Works Committee recommends bringing to full Council for consideration on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to Adopt Resolution 25-1672 Authorizing the Mayor to Execute a Grant Agreement with King County Waste Reduction and Recycling to Fund the 2025 Household Hazardous Waste Collection and Recycling Events.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
April 3, 2025		

RESOLUTION NO. 25-1672

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE KING COUNTY SOLID WASTE DIVISION TO FUND THE 2025 HOUSEHOLD HAZARDUOS WASTE COLLECTION AND RECYCLING EVENTS.

WHEREAS, the City has identified the need for household hazardous waste collection and recycling services with its 2025 events; and

WHEREAS, King County, through its Solid Waste Division, has offered a grant to support these services; and

WHEREAS, these funds will help the City meet the goals outlined in the 2019 King County Comprehensive Solid Waste Management Plan (Comp Plan); and

WHEREAS, City residents will be able to use these events to dispose of many household hazardous waste items and recyclable materials; and

WHEREAS, funds will not exceed $10,000 for 2025;

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

Section 1. The City Council hereby accepts grant funding from King County Solid Waste Division in the amount of $10,000 to fund the 2025 household hazardous waste collection and recycling events;

Section 2. The Mayor is hereby authorized to execute a grant agreement with King County Solid Waste Division to fund the 2025 household hazardous waste collection and recycling events; substantially in the form attached hereto;

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 3rd DAY OF April, 2025.

CITY OF BLACK DIAMOND:

____
Carol Benson, Mayor

Attest:

____
Brenda L. Martinez, City Clerk

CPA #

INTERAGENCY AGREEMENT FOR THE 2025 WASTE REDUCTION & RECYCLING GRANT PROGRAM

Between

KING COUNTY and the City of Black Diamond

This one-year Interagency Agreement "Agreement" is executed between King County, a Charter County and political subdivision of the State of Washington, and the City of Black Diamond, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. Collectively, the County and City will be referred to as "Party" or "Parties."

PREAMBLE

King County and the City of **Black Diamond** adopted the 2019 King County Comprehensive Solid Waste Management Plan (Comp Plan), which includes waste reduction and recycling goals. In order to help meet these goals, the King County Solid Waste Division has established a waste reduction and recycling grant program for the cities that operate under the Comp Plan. This program provides funding to further the development and/or enhancement of local waste reduction and recycling projects and for broader resource conservation projects that integrate with waste reduction and recycling programs and services. This grant program does not fund household hazardous waste collection activities. Program eligibility and grant administration terms are discussed in the Grant Guidelines, attached to this Agreement as Exhibit B and incorporated herein by reference. Grant funding for this program is subject to the budget approval process of the King County Council.

Grant funding approved by the King County Council is available to all King County cities that operate under the Comp Plan. The City will spend its grant funds to fulfill the terms and conditions set forth in the scope of work, which is attached hereto as Exhibit A and incorporated herein by reference. The County expects that any information and/or experience gained through the grant program by the City will be shared with the County and other King County cities.

I. PURPOSE

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the City by the County for waste reduction and recycling programs and/or services as outlined in the scope of work and budget attached as Exhibit A.

II. RESPONSIBILITIES OF THE PARTIES

The responsibilities of the Parties to this Agreement shall be as follows:

A. <u>The City</u>

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2025 shall not exceed **$10,000.00**.

2. This Agreement provides for distribution of 2025 grant funds to the City. However, grant funds are not available until January 1, 2025.

3. During this one-year grant program, the City will submit a minimum of one (1), but no more than four (4), progress reports to the County in a form determined by the County. Reports must be signed by a City official. These reports will include:

   a. a description of each activity accomplished pertaining to the scope of work; and

   b. reimbursement requests with both a Budget Summary Report Form, which is attached hereto as Exhibit D and incorporated herein by reference, and an Expense Summary Form, which is attached hereto as Exhibit E and incorporated herein by reference, unless the City has a spreadsheet similar to the Expense Summary Form already in use, in which case the City is free to use that spreadsheet instead of the Expense Summary Form. The City will submit the form or similar spreadsheet and not submit backup documentation for grant expenses. If backup documentation is submitted, SWD will not retain it. The City shall maintain this documentation in its records.

   If the City chooses to submit up to the maximum of four (4) progress reports and requests for reimbursement during the one-year grant program, they shall be due to the County on the last day of the month following the end of each quarter (April 30, July 31, October 31, January 31), except for the final progress report and request for reimbursement, which shall be due by March 21, 2026.

   If the City chooses to submit the minimum of one progress reports and requests for reimbursement during the one-year grant program, they shall be due to the County by March 21, 2026.

   Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5^{th} working day of January 2026, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

4. If the City accepts funding through this grant program for the provision of waste reduction and recycling programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.

5. The City shall be responsible for following all applicable Federal, state, and local laws, ordinances, rules, and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award, or contracting process.

6. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.

7. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.

8. The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.

9. The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.

   These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review, or audit by the County and/or by federal or state officials as so authorized by law.

10. The City shall maintain a record of the use of any equipment that costs more than $1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2028.

11. The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."

12. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the materials.

13. The City will provide the King County Project Manager with the date and location of each Recycling Collection Event provided by the City, as well as copies of any printed materials used to publicize each event, as soon as they are available but no later than thirty (30) days prior to the event. If there is any change in the date or the location of an event, the City will notify the County a minimum of thirty (30) days prior to the event. If the event brochure is required for admission to the City's event, the City is exempt from having to provide the brochure to King County.

14. If the City accepts funding through this grant program for the provision of recycling collection events for adjacent areas of unincorporated King County, the City shall send announcements of the events to all residences listed in the agreed upon areas listed in Exhibit A. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.

15. This project shall be administered by Ryan Sweet, Capital Project/Program Manager, or designee.

B. <u>The County</u>:

1. The County shall administer funding for the waste reduction and recycling grant program. Funding is designated by the city and is subject to the King County Council's budget approval process. Provided that the funds are allocated through the King County Council's budget approval process, grant funding to the City will include a base allocation of $10,000 per year with the balance of funds to be allocated according to the City's percentage of King County's residential and employment population. However, if this population based allocation formula calculation would result in a city receiving less than $10,000 per year, that city shall receive an additional allocation that would raise their total grant funding to $10,000 per year.

2. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit A.

3. The County agrees to credit the City on all printed materials provided by the City to the County, which the County duplicates, for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or text provided by the City as follows: "artwork provided courtesy of the City of Black Diamond and/or "text provided courtesy of the City of Black Diamond."

4. The County retains the right to share the written material(s) produced by the City which have been funded through this program with other King County cities for them to duplicate and distribute. In so doing, the County will encourage other cities to credit the City on any pieces that were produced by the City.

5. The waste reduction and recycling grant program shall be administered by Annie DeCosta-Klipa, Project Manager, King County Solid Waste Division, or designee.

III. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2025 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2025, and shall terminate on June 30, 2026. The City shall not incur any new charges after December 31, 2025. However, if execution by either Party does not occur until after January 1, 2025, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2025 and the later execution of the Agreement provided that the City complies with the reporting requirements of Section II.A of the Agreement.

IV. TERMINATION

A. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice.

B. This Agreement may be terminated by either Party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant related reports/invoices/statements as specified in Section II.A.3. and Section II.A.4.

C. If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.

D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other Party.

V. AMENDMENTS

This Agreement may be amended only by written agreement of both Parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted King County Comprehensive Solid Waste Management Plan. Amendments will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope. Funds may be moved between tasks in the scope of work, attached as Exhibit A, upon written notification by the City to King County.

VI. HOLD HARMLESS AND INDEMNIFICATION

The City shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the City and/or its subcontractors pursuant to this Agreement. The City shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the City's execution of, performance of, or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

VII. INSURANCE

A. The City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be $1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. If the policy has an aggregate limit, a $2,000,000 aggregate shall apply. Any deductible or self-insured retentions shall be the sole responsibility of the City. Such insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit C, unless Section VII.B. applies.

B. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit C.

C. If the Agency is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA), a written acknowledgement/certification of current membership is attached to this Agreement as Exhibit C.

VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

IX. TIME IS OF THE ESSENCE

The County and City recognize that time is of the essence in the performance of this Agreement.

X. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

XI. NOTICE

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the King County Solid Waste Division and the City at the addresses provided below:

Annie DeCosta-Klipa, Project Manager, or a provided designee
King County Solid Waste Division
Department of Natural Resources and Parks
adecostaklipa@kingcounty.gov

If to the City:

Ryan Sweet, Capital Project/Program Manager, or a provided designee
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010

IN WITNESS WHEREOF this Agreement has been executed by each Party on the date set forth below:

City of Black Diamond	**King County**
BY__________________________________	BY__________________________________
Carol Benson, Mayor	**Christopher M. Stubbs, Deputy Division Director** **Solid Waste Division**
__________________________________ Date	__________________________________ Date

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 Kevin O'Neill as City Administrator and Authorizing the Mayor to Execute an Employment Agreement.	**Agenda Date:**	**AB25-038**
	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): Unknown	Police – Chief Kiblinger	X
Fund Source: General Fund	Public Works – Scott Hanis	
Timeline:	Court – Judge Swain/Tawnya Parks	

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

Attachments: Resolution; Contract

SUMMARY STATEMENT:

The city began recruiting for a City Administrator in November 2024. The first review of applications occurred on Jan. 7th, 2025. The city received 14 applications and the top 5 candidates moved forward to interviews and the community meet and greet.

On Feb. 13th we held a community meet and greet and citizens were able to engage with each applicant and provide their feedback.

On Feb. 14th, interviews were conducted by the selection committee, comprised of Mayor Benson, Councilmember Deady, Councilmember Peterson, Chief Kiblinger, and Brenda Martinez. A consensus was reached that Kevin O'Neill was our top candidate.

A background investigation was completed on March 25th.

FISCAL NOTE (Finance Department): This position and the Administration Department were budgeted for the 2025. No additional measures need to take place to cover these expenditures.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 25-1673 Confirming the Mayor's Appointment of Kevin O'Neill as City Administrator and Authorizing the Execution of an Employment Agreement Substantially in the Form Attached.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
April 3, 2025		

RESOLUTION NO. 25-1673

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, CONFIRMING THE MAYOR'S APPOINTMENT OF KEVIN O'NEILL AS CITY ADMINISTRATOR AND AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED EMPLOYMENT AGREEMENT

WHEREAS, Chapter 2.10 of the Black Diamond Municipal Code (BDMC) creates and establishes the position of City Administrator, and provides the qualifications and appointment process therefore; and

WHEREAS, BDMC 2.10.030 provides that the City Administrator shall be an at-will employee appointed by the mayor, subject to council confirmation, and further anticipates that an employment agreement between the city and City Administrator may be executed; and

WHEREAS, pursuant to RCW 35A.12.100, the Mayor has the power to appoint and remove the chief administrative officer of the City; and

WHEREAS, the Mayor has determined the need for a qualified individual to serve as City Administrator to lead and manage the day-to-day operations of the City; and

WHEREAS, after a thorough search and review of candidates, the Mayor has recommended Kevin O'Neill for the position of City Administrator**;** and

WHEREAS, Kevin O'Neill has demonstrated the qualifications, experience, and commitment necessary to effectively serve in this capacity; and

WHEREAS, the Mayor has determined it in the best interest of the City to appoint of Kevin O'Neill as City Administrator and has requested that the City Council confirm his appointment and authorize the execution of an employment agreement between the City and Kevin O'Neill;

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

Section 1. The City Council hereby confirms the appointment of Kevin O'Neill as the City Administrator of Black Diamond, effective May 12th, 2025.

<u>Section 2.</u> The Mayor is hereby authorized and requested to execute an employment agreement with Kevin O'Neill, substantially in the form attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 3RD DAY OF APRIL, 2025.

CITY OF BLACK DIAMOND:

____
Carol Benson, Mayor

Attest:

____
Brenda L. Martinez, City Clerk

EMPLOYMENT AGREEMENT BETWEEN
KEVIN O'NEILL AND CITY OF BLACK DIAMOND

This Employment Agreement (the "Agreement") is made and entered into on April 3rd, 2025, by and between the City of Black Diamond (the "City") and Kevin O'Neill ("O'Neill").

The City desires to employ O'Neill as its City Administrator and O'Neill has agreed to serve in this capacity. Therefore, in consideration of the terms and conditions of this Agreement, the parties agree as follows:

1. Duties and Responsibilities

1.1 Title. Effective May 12th, 2025, the City will employ O'Neill as its City Administrator. O'Neill hereby accepts such employment upon the terms and conditions set forth in this Agreement.

1.2 Duties. O'Neill shall have and agrees to perform in good faith, the duties and responsibilities of City Administrator. As such, O'Neill shall be responsible for the general supervision and management of the affairs of the City under the direction of the Mayor, and shall perform such other duties and responsibilities as may be assigned from time to time by the Mayor. The duties and responsibilities of City Administrator shall include, but are not limited to, those listed in the job description attached to this Agreement, which may be revised from time to time at the discretion of the City.

1.3 Devotion of Time and Effort. O'Neill shall devote, to the best of his abilities, his full-time professional commitment and energy to the performance of the duties and responsibilities of the City Administrator, and shall not engage in any activities that conflict with or interfere with the performance of this Agreement. The standard work week shall be 40 hours, plus any additional work time reasonably required to discharge the duties and responsibilities of the office of City Administrator. Additional hours may be expected as reasonably necessary, including attendance at evening City Council meetings, and other functions reasonably related to City business and operations.

2. At-Will Employment

O'Neill's employment with the City is "at-will," and therefore may be terminated at any time by the City or O'Neill with or without "Cause" (as defined below), subject to Section 5 of this Agreement.

3. Compensation

3.1 Base Annual Salary. As compensation to O'Neill for services rendered to the City as its City Administrator, O'Neill shall be paid a base salary of $15,818/monthly (step 3 of the salary schedule), plus the addition of education pay that O'Neill is eligible to receive as outlined in the City's personnel manual for non-represented employees, payable in accordance with the City's regular payroll periods and procedures. Upon the completion of six months of successful employment, O'Neill will advance to Step 4 of the salary schedule. This position is eligible for annual step increases, based upon satisfactory completion of an annual performance evaluation. The position of City Administrator is exempt from overtime requirements under state and federal law, and O'Neill therefore shall not be eligible for overtime pay. The Mayor, through the budget process with the City Council, may increase O'Neill's salary in the future based on the City's review and assessment of O'Neill's performance, market conditions, the City's financial resources and budget, or other considerations relevant to compensation.

3.2 Deferred Compensation and Retirement Funding. As required by law, O'Neill will be enrolled in the Public Employees' Retirement System ("PERS"), as regulated by Washington's Department of Revenue Systems ("DRS"). The City shall follow all DRS regulations regarding PERS contributions and withholdings. In addition, the City participates in the DRS Deferred Compensation Program ("DCP"), and provided the City maintains such participation, O'Neill is permitted to make voluntary payroll contributions to his DCP retirement account. The City offers a DCP matching contribution on a dollar-for-dollar basis, up to $150.00 per month, unless otherwise adjusted at the sole discretion of the City.

4. Benefits

4.1 Health and Other Insurance. O'Neill and his eligible dependents will be eligible to participate in the City's health and other insurance benefits on the same terms as those benefits are provided to other management-level, non-represented employees.

4.2 Paid Vacation. O'Neill will accrue vacation leave as outlined in the City's personnel manual for other non-represented employees. In the event that O'Neill's vacation accrual has reached the maximum number of hours allowed by policy, he will not accrue further vacation leave until his leave balance is reduced through use. O'Neill will be provided 40 hours of banked vacation hours at the start of his employment.

4.3 Sick Leave/Other Leaves. O'Neill will receive paid sick leave, paid holiday leave, and other paid/unpaid leave benefits as outlined in the City's personnel manual for other non-represented employees. O'Neill will be provided 40 hours of banked sick hours at the start of his employment.

4.4 Executive Leave. O'Neill will receive 40 hours of Executive Leave annually. Executive Leave must be used in the year it is earned, cannot be exchanged for cash payment, and has no value at the time of separation for any reason.

4.5 Other City Benefits and Policies. O'Neill will receive any benefits provided by, and will be subject to any obligations included in, personnel policies applicable to non-represented employees of the City, as may from time-to-time be adopted or amended by the City, provided that no such policy will be applicable to the extent that it conflicts with a term of this Agreement.

4.6 Relocation Expenses. Should O'Neill relocate within 20 miles of the City, the City will provide a one-time payment of $4,000, based on reimbursable receipts provided by O'Neill, intended to cover the moving costs associated with relocation. The City's offer to pay relocation expenses is limited to O'Neill's first six (6) months of employment with the City.

4.7 Cell Phone and Laptop. O'Neill will be issued a cellphone and laptop by the City, to be used for authorized work purposes in accordance with the City's policies and procedures. The City will pay the cost of the cellphone data/wireless plan. The cellphone and laptop remain the property of the City, to be surrendered upon demand by the Mayor or upon termination of employment for any reason.

5. Termination

5.1 Termination for Cause. The City may terminate this Agreement and O'Neill's employment at any time for "Cause." Cause shall include O'Neill's (i) act of dishonesty related to his employment; (ii) commission of any willful or negligent act that results in financial or reputational harm to the City; (iii) failure to follow any lawful directive of the Mayor, or failure to perform his duties under this Agreement (provided that O'Neill has been given notice and an opportunity to cure an alleged failure to perform any duties that are not emergency-related); (iv) commission of a felony or any crime of moral turpitude; or (v) willful violation of City policy or other willful misconduct. In the event of a termination for Cause, O'Neill shall be paid only: (1) his base wages and deferred compensation earned through the date of termination; and (2) the value of his accrued but unused vacation leave.

5.2 Resignation/Retirement. O'Neill may terminate this Agreement and his employment with the City by providing a minimum of sixty (60) days' written notice to the Mayor of his intent to resign or retire. Unless caused by circumstances that O'Neill could not reasonably foresee, as approved by the Mayor, failure to provide the minimum notice of a resignation or retirement will result in a reduction in O'Neill's final vacation balance by the number of days/hours that O'Neill would have been expected to work had adequate notice been provided. In the event of his resignation or retirement, O'Neill shall be paid only: (1) his base wages and deferred compensation earned through the final day of employment; and (2) the value of his accrued but unused vacation leave, subject to adjustment for lack of advance notice.

5.3 Death; Disability. The City’s may terminate this Agreement and O’Neill’s employment upon O’Neill’s death or Disability. For purposes of this Agreement, Disability shall mean O’Neill’s inability to perform the duties and responsibilities of City Administrator for more than six (6) months, continuously or intermittently, within any consecutive 12-month period. In the event of a termination due to death or Disability, O’Neill or his estate shall be paid: (1) his base wages and deferred compensation earned through the final day of employment; (2) the value of his accrued but unused vacation leave.

5.4 Termination Without Cause. The City may terminate this Agreement without Cause by providing written notice to O’Neill. In the event the City terminates the Agreement without Cause, the City will pay O’Neill: (1) his base wages and deferred compensation earned through the final day of employment; (2) the value of his accrued but unused vacation leave; and (3) severance pay equal to six (6) months of O’Neill’s then-current base salary, plus six (6) months of COBRA payments (paid directly by the City to the COBRA administrator for O’Neill and any eligible dependents enrolled at the time of termination, subject to O’Neill’s timely application for COBRA and maintenance of eligibility), provided that payment of severance is conditioned on O’Neill signing and not revoking a separation agreement and comprehensive release of claims in a form and substance acceptable to the City.

6. Performance Standards and Evaluation

O’Neill will be evaluated on his job performance and ability to meet goals and objectives established by the Mayor. The evaluation process will be conducted by the Mayor on an annual basis or when otherwise deemed appropriate by the Mayor.

7. Expenses

The City shall pay for reasonable and necessary business expenses, certifications and professional licensing related to municipal governance, and training events he incurs in the performance of the duties and responsibilities set out in this Agreement, upon submission of appropriate documentation in accordance with City policy and practices. All such expenses are subject to the prior approval of the Mayor.

8. Integration/Entire Agreement

This Agreement, and the policies referenced in the Agreement, constitute the entire agreement between the parties and supersedes all prior oral or written agreements or understandings between the parties with respect to the subject matter of this Agreement. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by duly authorized representatives of the parties. To the extent that any provisions of this Agreement conflict with those of any other agreement or policy, the terms in this Agreement will prevail.

9. Arbitration

O'Neill and the City agree that any dispute, controversy, or claim arising out of or relating to this Agreement or O'Neill's employment with the City, including the breach of this Agreement or, to the fullest extent permitted by law, any alleged violation of statute, common law, or public policy, shall be submitted to and resolved by binding arbitration. Unless O'Neill and the City mutually agree otherwise, binding arbitration shall be before a single arbitrator, in accordance with the then-current employment arbitration rules of Judicial Dispute Resolution LLC ("JDR") and the Federal Arbitration Act, as modified by the terms and conditions of this Section 9. If the parties are unable to agree on the identity of an arbitrator within five (5) days of either party demanding the appointment of an arbitrator, then the arbitrator shall be selected by striking from a list of arbitrators supplied by JDR. No arbitration may be brought regarding a claim after the statute of limitations governing that claim has expired.

Any arbitrator appointed hereunder shall have the power to order final equitable relief, and shall issue a written opinion stating the essential findings and conclusions on which the arbitrator's award is based. Any award entered by the arbitrator will be based solely upon the law governing the claims and defenses pleaded, and will be final and binding in all respects. Judgment on the award may be entered in any court having jurisdiction. In any such arbitration, neither O'Neill nor the City shall be entitled to join or consolidate claims in arbitration or arbitrate any claim as a representative or member of a class. The City shall pay for the arbiter's fees and expenses, provided that each party shall bear its own attorney's fees and other expenses to the same extent as if the matter were being heard in court. The arbitrator may award reasonable attorneys' fees and costs to the prevailing party in accordance with applicable law. **IN CONSIDERATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, ALL RIGHTS TO A JURY ARE EXPRESSLY VOLUNTARILY WAIVED BY THE PARTIES.**

10. Other Terms and Conditions

10.1 Any notice to the City under this Agreement shall be furnished in writing by O'Neill to the Mayor. Any notice to O'Neill under this Agreement shall be furnished in writing by the City. All such notices must be sent by first-class U.S. mail or delivered in person.

10.2 The City may fix any other terms and conditions of employment as it may determine from time to time relating to the performance of O'Neill, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement; the City's policies, procedures or resolutions; or any other laws.

10.3 This Agreement is personal to O'Neill and cannot be assigned to any other person or entity.

10.4 This Agreement shall be binding upon and inure to the benefit of any successor of the City.

10.5 This Agreement shall be interpreted, construed, and applied according to the laws of the State of Washington.

10.6 All captions and Section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

11. Indemnity.

The City will defend and indemnify the City Administrator consistent with RCW 4.96.041.

12. Counterparts.

This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date indicated above.

City of Black Diamond, Washington

Carol Benson
Mayor, City of Black Diamond

Kevin O'Neill

Kevin O'Neill

ATTEST:

City Clerk