



CITY OF BLACK DIAMOND

January 8, 2026 Special Council Meeting Agenda - Revised 01/06/2026

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

OATH OF OFFICES

AGENDA REVIEW AND APPROVAL:

PUBLIC COMMENTS: Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. When recognized by the Mayor, please come to the podium and clearly state your name. Please limit your comments to 3 minutes. If you desire a formal agenda placement, please contact the City Clerk at 360-851-4500. Thank you for attending.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

1) AB26-001 – Selection of Mayor Pro-Tem

COMMITTEE REPORTS:

DEPARTMENT REPORTS:

CONSENT AGENDA:

- 2) **Claim Checks** – November 20, 21, and 28 and December 5 and 19, 2025, Check No. 56769 through Check No. 56891 and EFT's in the Amount of \$1,463,649.08. In addition, January 9, 2026, Check No. 56892 through Check No. 56911 in the Amount of \$108,823.67, for a Combined Total of \$1,572,472.75.
- 3) **Payroll** – November 2025, Check No. 20568 through Check No. 20575 and EFTs in the amount of \$630,793.50
- 4) **Minutes** – Special Meeting (Town Hall) of November 20, 2025, and Council Meeting of November 20, 2025
- 5) **AB26-002** – Resolution to Authorize the Mayor to Execute the 2026 – 2031 Parks Property Tax Levy Agreement with King County Mr. Hanis
- 6) **AB26-003** – Resolution to Authorize the Mayor to Execute a Professional Consulting Contract with AHBL Amending Planning Services for Community Development Mr. Williamson

PUBLIC HEARINGS:

UNFINISHED BUSINESS:

NEW BUSINESS:

- | | |
|--|-------------|
| 7) AB26-004 – Resolution to Authorize the Mayor to Execute a Stormwater Capacity Grant | Mr. Hanis |
| 8) AB26-005 – Resolution to Authorize the Mayor to Execute a Fuel Tax Agreement with Washington State Transportation Improvement Board (TIB) for the Park Street Crossing Project | Mr. Hanis |
| 9) AB25-006 – Budget Allocation Regarding Cell Phones for Councilmembers | Mr. O’Neill |

MAYOR'S REPORT:

COUNCIL REPORTS:

- Councilmember Deady
- Councilmember Nielsen
- Councilmember Peterson
- Councilmember Sorci
- Councilmember Young
- Councilmember Dal Santo
- Councilmember Kumar

CITY ADMINISTRATOR REPORT:

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:

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

ITEM INFORMATION			
SUBJECT: Appointment of Mayor Pro Tempore		Agenda Date: January 8, 2026 AB25-001	
		Mayor John Adler	X
		City Administrator Kevin O'Neill	
		City Attorney David Linehan	
		City Clerk – Brenda L. Martinez	
		Com Dev/Nat Res – Andy Williamson	
		Finance – Xavier Mason	
		MDRT/Ec Dev – Andy Williamson	
		Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$	Public Works – Scott Hanis		
Fund Source: --	Court – Judge Swain/Tawnya Parks		
Timeline: January 2026			
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator			
Attachments:			
SUMMARY STATEMENT: In accordance with Section 13 of the Council Rules, annually at the first meeting of the Council, the members thereof, by majority vote, shall designate one of their members as Mayor Pro Tempore for such period as the Council may specify. The Mayor Pro Tempore shall serve in the absence or temporary disability of the Mayor.			
FISCAL NOTE (Finance Department): N/A			
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to appoint Councilmember ? as Mayor Pro-Tempore.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
January 8, 2026			



CERTIFICATION

Finance Committee: Meeting December 30, 2025
Council Date: January 8, 2026

Check No.'s / EFT	Batch Name	Check / EFT Date	Amount
56769	November 2025 - Early Batch 2	11/20/2025	\$ 1,820.49
n/a (EFT)	November 2025 - Credit Card Batch	11/21/2025	\$ 23,415.34
n/a (EFT)	November 2025 - EFT Batch	11/28/2025	\$ 57,219.15
56770 - 56817	November 2025 - Regular Batch 3	12/05/25	\$ 379,728.01
56818 & 56819	December 2025 - Regular Batch 1	12/05/25	\$ 16,464.46
56820 - 56891	December 2025 - Regular Batch 2	12/19/25	\$ 985,001.63
56892 - 56908	December 2025 - Regular Batch 3	01/09/26	\$ 84,350.05
56909 - 56911	January 2026 - Regular Batch 1	01/09/26	\$ 24,473.62
TOTAL:			\$ 1,572,472.75

I, THE UNDERSIGNED DO HEREBY CERTIFY UNDER THE PENALTY OF PERJURY, THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED AND OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF BLACK DIAMOND, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

Xavier Mason
Xavier Mason, Finance Director

DATE: 12/26/2025

Carol Benson, Mayor

DATE



Register

Fiscal: 2026, 2025

Deposit Period: 2026 - January, 2025 - December, 2025 - November

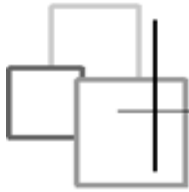
Check Period: 2026 - January - 2026-01 January - Regular Batch 1, 2025 - December - December 2025 - Regular Batch 3, 2025 - December - December 2025 - Regular Batch 2, 2025 - December - December 2025 - Regular Batch 1, 2025 - November - November 2025 - Credit Card Batch, 2025 - November - November 2025 - Early Batch 2, 2025 - November - November 2025 - EFT Batch, 2025 - November - November 2025 - Regular Batch 3

Number	Name	Print Date	Clearing Date	Amount
Umpqua Bank Check	4026			
<u>56769</u>	EJ's Catering	11/20/2025	11/30/2025	\$1,820.49
<u>56770</u>	AHBL, Inc.	12/5/2025		\$26,156.25
<u>56771</u>	Alliance 2020. Inc	12/5/2025		\$49.22
<u>56772</u>	ALS Group USA Corp	12/5/2025		\$325.00
<u>56773</u>	Alsco	12/5/2025		\$125.71
<u>56774</u>	Art Gamblin Motors	12/5/2025		\$735.78
<u>56775</u>	AT&T Mobility: First Net	12/5/2025		\$5,258.76
<u>56776</u>	BHC Consultants, LLC	12/5/2025		\$63,457.06
<u>56777</u>	Bigleaf Networks Inc	12/5/2025		\$264.16
<u>56778</u>	Black Diamond Auto Parts	12/5/2025		\$417.09
<u>56779</u>	Carina Thornquist	12/5/2025		\$64.41
<u>56780</u>	Carly Gaertner	12/5/2025		\$242.20
<u>56781</u>	CenturyLink (WA)	12/5/2025		\$721.54
<u>56782</u>	City of Sunnyside	12/5/2025		\$1,315.35
<u>56783</u>	Confidential Data Disposal	12/5/2025		\$45.00
<u>56784</u>	Core & Main LP	12/5/2025		\$1,921.02
<u>56785</u>	DCW - Data Center Warehouse	12/5/2025		\$8,733.40
<u>56786</u>	Debbie Gill	12/5/2025		\$214.48
<u>56787</u>	Elwalu LLC (Elephant Car Wash)	12/5/2025		\$83.09
<u>56788</u>	Ferguson Waterworks #3011	12/5/2025		\$45,583.67
<u>56789</u>	FP Mailing Solutions	12/5/2025		\$130.56
<u>56790</u>	Intercom Language Services, Inc.	12/5/2025		\$340.00
<u>56791</u>	Jamey Kiblinger	12/5/2025		\$83.02
<u>56792</u>	KD Water Systems LLC	12/5/2025		\$288.32
<u>56793</u>	Kevin O'Neill	12/5/2025		\$113.09
<u>56794</u>	King County Finance	12/5/2025		\$28,212.22
<u>56795</u>	King County Finance - I-Net	12/5/2025		\$1,135.00
<u>56796</u>	LN Curtis & Sons	12/5/2025		\$386.20
<u>56797</u>	Madrona Law Group LLC	12/5/2025		\$28,515.00
<u>56798</u>	McGann Electric LLC	12/5/2025		\$4,470.35
<u>56799</u>	Northstar Chemical Inc.	12/5/2025		\$4,143.88
<u>56800</u>	Parametrix, Inc.	12/5/2025		\$56,320.43
<u>56801</u>	RH2 Engineering Inc.	12/5/2025		\$2,554.10

Number	Name	Print Date	Clearing Date	Amount
<u>56802</u>	Seattle Times	12/5/2025		\$2,356.20
<u>56803</u>	Shane O'Neill	12/5/2025		\$1,970.82
<u>56804</u>	Somer Johnson	12/5/2025		\$160.16
<u>56805</u>	South Correctional Entity	12/5/2025		\$11,437.23
<u>56806</u>	State Auditor's Office	12/5/2025		\$1,321.45
<u>56807</u>	Gauthier, Melanie	12/5/2025		\$146.47
<u>56808</u>	Utilities Underground Location Center	12/5/2025		\$78.30
<u>56809</u>	Valley Communications Center	12/5/2025		\$9,439.20
<u>56810</u>	Valley Defenders	12/5/2025		\$5,750.00
<u>56811</u>	Varius Inc.	12/5/2025		\$62,274.00
<u>56812</u>	VenTek International	12/5/2025		\$97.92
<u>56813</u>	Vision Municipal Solutions, LLC	12/5/2025		\$1,350.69
<u>56814</u>	W. Anneke Berry	12/5/2025		\$540.00
<u>56815</u>	Wa Association of Sheriffs & Police Chiefs	12/5/2025		\$75.00
<u>56816</u>	Water Management Laboratories, Inc.	12/5/2025		\$90.00
<u>56817</u>	Work-Sports & Outdoors	12/5/2025		\$235.21
<u>56818</u>	Pye-Barker Fire & Safety LLC	12/5/2025		\$1,822.00
<u>56819</u>	Sorci Family LLC	12/5/2025		\$14,642.46
<u>56820</u>	2 Watch Monitoring, Inc.	12/19/2025		\$1,132.00
<u>56821</u>	AHBL, Inc.	12/19/2025		\$8,557.50
<u>56822</u>	Alsco	12/19/2025		\$377.13
<u>56823</u>	Anthonie Keating	12/19/2025		\$39.60
<u>56824</u>	AT&T Mobility: First Net	12/19/2025		\$3,673.29
<u>56825</u>	Beacon Target Turner LTD	12/19/2025		\$6,944.00
<u>56826</u>	Big Mountain Electric, Inc	12/19/2025		\$1,947.52
<u>56827</u>	Bigleaf Networks Inc	12/19/2025		\$264.16
<u>56828</u>	Bitco Software LLC	12/19/2025		\$150.00
<u>56829</u>	Black Diamond Auto Parts	12/19/2025		\$761.35
<u>56830</u>	Brenda Martinez	12/19/2025		\$77.15
<u>56831</u>	C And B Awards, Engraving	12/19/2025		\$90.01
<u>56832</u>	Cities Digital, Inc. "CDI"	12/19/2025		\$4,153.71
<u>56833</u>	City of Black Diamond/Retained Funds	12/19/2025		\$12,270.40
<u>56834</u>	City of Sunnyside	12/19/2025		\$2,694.30
<u>56835</u>	Confidential Data Disposal	12/19/2025		\$45.00
<u>56836</u>	Control Systems NW LLC (CSNW)	12/19/2025		\$2,610.68
<u>56837</u>	Criminal Justice Training Commission	12/19/2025		\$9,748.64
<u>56838</u>	DCW - Data Center Warehouse	12/19/2025		\$13,394.39
<u>56839</u>	Elwalu LLC (Elephant Car Wash)	12/19/2025		\$117.53
<u>56840</u>	Enumclaw School District	12/19/2025		\$317,719.00
<u>56841</u>	Ferguson Waterworks #3011	12/19/2025		\$1,243.76
<u>56842</u>	Financial Consultants International Inc	12/19/2025		\$4,156.71
<u>56843</u>	Firestone Complete Auto Care	12/19/2025		\$348.09
<u>56844</u>	Fugate Ford	12/19/2025		\$225.42
<u>56845</u>	Gunderson Law Firm	12/19/2025		\$6,100.00
<u>56846</u>	HD Fowler Company	12/19/2025		\$1,857.25
<u>56847</u>	HWA GeoSciences Inc.	12/19/2025		\$2,759.20

Number	Name	Print Date	Clearing Date	Amount
<u>56848</u>	Intercom Language Services, Inc.	12/19/2025		\$510.00
<u>56849</u>	Jaydn Bond	12/19/2025		\$1,055.00
<u>56850</u>	Jill Kuzaro	12/19/2025		\$1,800.00
<u>56851</u>	Johnsons Home & Garden	12/19/2025		\$644.23
<u>56852</u>	Kelley Create Co	12/19/2025		\$16.33
<u>56853</u>	King County Finance	12/19/2025		\$660.68
<u>56854</u>	King County Finance - I-Net	12/19/2025		\$1,135.00
<u>56855</u>	King County Finance - Mental Health	12/19/2025		\$515.80
<u>56856</u>	King County Finance - Wastewater Treat Div.	12/19/2025		\$143,660.20
<u>56857</u>	King County Prosecuting Attorney	12/19/2025		\$102.89
<u>56858</u>	Law Office of Krista White Swain	12/19/2025		\$9,050.00
<u>56859</u>	Les Schwab - Maple Valley	12/19/2025		\$186.16
<u>56860</u>	LN Curtis & Sons	12/19/2025		\$3,741.28
<u>56861</u>	Madrona Law Group LLC	12/19/2025		\$2,383.00
<u>56862</u>	Maria Moscoso	12/19/2025		\$280.00
<u>56863</u>	McDonough & Sons, Inc.	12/19/2025		\$5,493.31
<u>56864</u>	Mehrnaz Ighani	12/19/2025		\$240.00
<u>56865</u>	Mountain View Fire & Rescue	12/19/2025		\$5,167.54
<u>56866</u>	Office Products Nationwide	12/19/2025		\$362.00
<u>56867</u>	Orkin Commercial Services	12/19/2025		\$154.50
<u>56868</u>	Parametrix, Inc.	12/19/2025		\$41,862.49
<u>56869</u>	RH2 Engineering Inc.	12/19/2025		\$44,328.18
<u>56870</u>	Ryan Harvey	12/19/2025		\$40.35
<u>56871</u>	Ryan Sweet	12/19/2025		\$139.97
<u>56872</u>	Ryatt Construction LLC	12/19/2025		\$254,733.56
<u>56873</u>	Safety-Kleen Systems, Inc	12/19/2025		\$323.40
<u>56874</u>	Seattle Times	12/19/2025		\$1,738.00
<u>56875</u>	Severson's Building Maintenance	12/19/2025		\$2,650.00
<u>56876</u>	Signs By Tomorrow	12/19/2025		\$28.49
<u>56877</u>	Small & Sons Oil Dist. Co	12/19/2025		\$741.05
<u>56878</u>	Somer Johnson	12/19/2025		\$3,165.00
<u>56879</u>	State Auditor's Office	12/19/2025		\$695.50
<u>56880</u>	Summit Law Group, PLLC	12/19/2025		\$21,680.00
<u>56881</u>	Thomson Reuters - West	12/19/2025		\$249.05
<u>56882</u>	United Business Machines of WA Inc	12/19/2025		\$55.53
<u>56883</u>	US Postal Service - Black Diamond PO Box Renewal	12/19/2025		\$360.00
<u>56884</u>	Utilities Underground Location Center	12/19/2025		\$97.20
<u>56885</u>	Valley Communications Center	12/19/2025		\$3,697.02
<u>56886</u>	Valley Defenders	12/19/2025		\$5,750.00
<u>56887</u>	VenTek International	12/19/2025		\$97.92
<u>56888</u>	Vision Municipal Solutions, LLC	12/19/2025		\$11,644.45
<u>56889</u>	Wa Association of Sheriffs & Police Chiefs	12/19/2025		\$1,088.00
<u>56890</u>	Washington State Treasurer	12/19/2025		\$9,070.76
<u>56891</u>	Water Management Laboratories, Inc.	12/19/2025		\$150.00

Number	Name	Print Date	Clearing Date	Amount
<u>56892</u>	Black Diamond Historical Society	1/9/2026		\$971.85
<u>56893</u>	Confidential Data Disposal	1/9/2026		\$45.00
<u>56894</u>	Ferrell's Fire Extinguisher Company, Inc.	1/9/2026		\$1,376.31
<u>56895</u>	HWA GeoSciences Inc.	1/9/2026		\$800.00
<u>56896</u>	LN Curtis & Sons	1/9/2026		\$510.64
<u>56897</u>	Mackenzie Engineering Inc	1/9/2026		\$340.00
<u>56898</u>	Madrona Law Group LLC	1/9/2026		\$15,908.00
<u>56899</u>	Mountain View Fire & Rescue	1/9/2026		\$3,722.92
<u>56900</u>	Orkin Commercial Services	1/9/2026		\$162.11
<u>56901</u>	Raedeke Associates Inc	1/9/2026		\$4,699.95
<u>56902</u>	Raquel Ayubi	1/9/2026		\$70.00
<u>56903</u>	RH2 Engineering Inc.	1/9/2026		\$22,024.88
<u>56904</u>	South Correctional Entity	1/9/2026		\$2,679.81
<u>56905</u>	Uline	1/9/2026		\$192.58
<u>56906</u>	Varius Inc.	1/9/2026		\$30,174.00
<u>56907</u>	Washington State Patrol	1/9/2026		\$600.00
<u>56908</u>	Water Management Laboratories, Inc.	1/9/2026		\$72.00
<u>56909</u>	Pace Systems, Inc	1/9/2026		\$3,478.40
<u>56910</u>	Sorci Family LLC	1/9/2026		\$15,037.82
<u>56911</u>	Sound Cities Association	1/9/2026		\$5,957.40
<u>EFT PYMT AMAZON 11/20251</u>	Amazon Capital Services, Inc.	11/14/2025	11/30/2025	\$2,481.98
<u>EFT PYMT CENEX 11/20251</u>	CHS/Cenex Inc	11/28/2025	11/30/2025	\$8,225.07
<u>EFT PYMT COMCAST 11/20251</u>	Comcast	11/20/2025	11/30/2025	\$176.42
<u>EFT PYMT DOL FIREARMS 11/20251</u>	Dept of Licensing-Firearms Online	11/5/2025	11/30/2025	\$126.00
<u>EFT PYMT DOR 11/20251</u>	Washington State Department of Revenue	11/25/2025	11/30/2025	\$11,364.54
<u>EFT PYMT FIRST BANKCARD 11/20251</u>	First Bankcard	11/21/2025	11/30/2025	\$23,415.34
<u>EFT PYMT HONEY BUCKET 11/20251</u>	Honey Bucket/Northwest Cascade Inc.	11/25/2025	11/30/2025	\$362.50
<u>EFT PYMT INVOICE CLOUD 11/20251</u>	Invoice Cloud	11/10/2025	11/30/2025	\$1,110.00
<u>EFT PYMT MCS 11/20251</u>	Merchant Card Services / Vantive Holding, LLC	11/10/2025	11/30/2025	\$111.79
<u>EFT PYMT PSE 11/20251</u>	Puget Sound Energy	11/28/2025	11/30/2025	\$11,088.12
<u>EFT PYMT REPUBLIC 11/20251</u>	Republic Services #176	11/24/2025	11/30/2025	\$2,934.65
<u>EFT PYMT TPU 11/20251</u>	Tacoma Public Utilities	11/20/2025	11/30/2025	\$16,651.74
<u>EFT PYMT US BANK 11/20251</u>	US Bank Equipment Finance	11/10/2025	11/30/2025	\$1,986.34
<u>EFT PYMT USPS FP 11/20251</u>	US Postal Service (CMRS-FP)	11/10/2025	11/30/2025	\$600.00
		Total	Check	\$1,572,472.75
		Total	4026	\$1,572,472.75
		Grand Total		\$1,572,472.75



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
2 Watch Monitoring, Inc.				
	56820	9/30/2025	2025 - December - December 2025 - Regular Batch 2	
	118408593157			
		Service - September 2025		
		001-000-121-512-51-41-11	CTR: AOC-Pretrial Monitoring Services Grant	\$357.00
		Scram Alcohol Monitoring		
	Total 118408593157			\$357.00
	56820	10/31/2025	2025 - December - December 2025 - Regular Batch 2	
	118408593555			
		Service - October 2025		
		001-000-121-512-51-41-11	CTR: AOC-Pretrial Monitoring Services Grant	\$480.50
		Scram Alcohol Monitoring		
	Total 118408593555			\$480.50
	56820	11/30/2025	2025 - December - December 2025 - Regular Batch 2	
	118408593930			
		Service - November 2025		
		001-000-211-523-60-49-01	PD: Electronic Home Monitor Costs	\$294.50
		Scram Alcohol Monitoring		
	Total 118408593930			\$294.50
	Total 56820			\$1,132.00
Total 2 Watch Monitoring, Inc.				\$1,132.00
AHBL, Inc.				
	56770	10/31/2025	2025 - November - November 2025 - Regular Batch 3	
	155248			
		Service - October 2025		
		001-000-257-558-70-49-00	MDRT - Planning Consultant	\$26,156.25
		MDRT Planning Support		
	Total 155248			\$26,156.25
	Total 56770			\$26,156.25

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	56821	10/31/2025	2025 - December - December 2025 - Regular Batch 2	
	155249			
		Service - October 2025		
		001-000-240-558-60-41-01	PLN: Prof Serv - Long Range Planning	\$8,557.50
		CD On-Call Planning Services		
	Total 155249			\$8,557.50
	Total 56821			\$8,557.50
Total AHBL, Inc.				\$34,713.75
Alliance 2020. Inc				
	56771	10/31/2025	2025 - November - November 2025 - Regular Batch 3	
	5863833			
		Service - 10/03/25		
		001-000-180-518-50-41-03	CEN SVCS: Hiring/Employment costs	\$49.22
		GG - New Hire Background Check		
	Total 5863833			\$49.22
	Total 56771			\$49.22
Total Alliance 2020. Inc				\$49.22
ALS Group USA Corp				
	56772	11/5/2025	2025 - November - November 2025 - Regular Batch 3	
	36-51-697573-0			
		Service - November 2025		
		401-000-000-534-80-41-02	WTR: Testing and Sampling	\$325.00
		Water Testing Service		
	Total 36-51-697573-0			\$325.00
	Total 56772			\$325.00
Total ALS Group USA Corp				\$325.00
Alsco				
	56773	11/11/2025	2025 - November - November 2025 - Regular Batch 3	
	LTAC1142729			
		Service - 11/11/25		
		999-000-004-000-00-31-04	4-Uniform Allowance	\$125.71
		Uniform Service		
	Total LTAC1142729			\$125.71
	Total 56773			\$125.71

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	56822	11/18/2025	2025 - December - December 2025 - Regular Batch 2	
	LTAC1143878			
	Service - 11/18/25			
	999-000-004-000-00-31-04		4-Uniform Allowance	\$125.71
	Uniform Service			
	Total LTAC1143878			\$125.71
	56822	11/25/2025	2025 - December - December 2025 - Regular Batch 2	
	LTAC1144953			
	Service - 11/25/25			
	999-000-004-000-00-31-04		4-Uniform Allowance	\$125.71
	Uniform Service			
	Total LTAC1144953			\$125.71
	56822	12/2/2025	2025 - December - December 2025 - Regular Batch 2	
	LTAC1146040			
	Service - 12/02/25			
	999-000-004-000-00-31-04		4-Uniform Allowance	\$125.71
	Uniform Service			
	Total LTAC1146040			\$125.71
	Total 56822			\$377.13
Total AlSCO				\$502.84
Amazon Capital Services, Inc.				
	EFT PYMT AMAZON 11/20251	10/22/2025	2025 - November - November 2025 - EFT Batch	
	14DC-FVMY-Y6TQ			
	Supplies			
	999-000-006-000-00-31-00		6-Shared Office & Operating Supplies	\$298.86
	Toner Cartridges			
	Total 14DC-FVMY-Y6TQ			\$298.86
	EFT PYMT AMAZON 11/20251	9/10/2025	2025 - November - November 2025 - EFT Batch	
	14JN-X46H-4HCP			
	Supplies			
	001-000-212-521-50-48-00		PD: Bldg Repairs & Maintenance	\$133.50
	HVAC Parts			
	Total 14JN-X46H-4HCP			\$133.50

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	EFT PYMT AMAZON 11/20251 14T3-9RLX-JJF1	9/9/2025	2025 - November - November 2025 - EFT Batch	
	Supplies			
	001-000-254-518-21-31-00		MOD: Office & Operating Supplies	\$53.16
			Annotation Stickers, White-Out, Paper Clips	
	Total 14T3-9RLX-JJF1			\$53.16
	EFT PYMT AMAZON 11/20251 164R-HJV1-WYFL	10/22/2025	2025 - November - November 2025 - EFT Batch	
	Supplies			
	001-000-145-518-80-31-00		IT: Office & Operating Supplies	\$716.77
			APC Battery, Printer, Gateway	
	Total 164R-HJV1-WYFL			\$716.77
	EFT PYMT AMAZON 11/20251 16JP-XVG9-KDVM	10/28/2025	2025 - November - November 2025 - EFT Batch	
	Supplies			
	001-000-246-558-70-31-00		MDRT: Office & Operating Supplies	\$184.95
			Ink Cartridge for Plotter	
	Total 16JP-XVG9-KDVM			\$184.95
	EFT PYMT AMAZON 11/20251 17J7-69CJ-CFYH	10/29/2025	2025 - November - November 2025 - EFT Batch	
	Supplies			
	001-000-246-558-70-31-00		MDRT: Office & Operating Supplies	\$99.84
			Paper Towels	
	Total 17J7-69CJ-CFYH			\$99.84
	EFT PYMT AMAZON 11/20251 19P3-RYYR-QLMY	10/24/2025	2025 - November - November 2025 - EFT Batch	
	Supplies			
	001-000-210-521-10-31-00		PD: Office & Operating Supplies	\$68.72
			Note Pads, Notebook	
	Total 19P3-RYYR-QLMY			\$68.72
	EFT PYMT AMAZON 11/20251 1F7N-NPYJ-37HC	10/25/2025	2025 - November - November 2025 - EFT Batch	
	Supplies			
	510-000-500-594-48-62-00		PW Bldg Related Impr.	\$19.60
			Engraved Name Plates	
	Total 1F7N-NPYJ-37HC			\$19.60

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	EFT PYMT AMAZON 11/20251 1G9C-1JX3-N3QT	10/27/2025	2025 - November - November 2025 - EFT Batch	
	Supplies			
	999-000-006-000-00-31-00		6-Shared Office & Operating Supplies	\$31.81
	Graph Paper			
	Total 1G9C-1JX3-N3QT			\$31.81
	EFT PYMT AMAZON 11/20251 1K34-1NN3-ML3L	9/13/2025	2025 - November - November 2025 - EFT Batch	
	Supplies			
	001-000-145-518-80-31-00		IT: Office & Operating Supplies	\$38.52
	Fiber Optic Cable Parts			
	Total 1K34-1NN3-ML3L			\$38.52
	EFT PYMT AMAZON 11/20251 1MF7-MLM-9XMY	9/5/2025	2025 - November - November 2025 - EFT Batch	
	Supplies			
	001-000-180-518-50-31-00		CEN SVCS: Office & Operating Supplies	\$16.54
	Hand Soap			
	Total 1MF7-MLM-9XMY			\$16.54
	EFT PYMT AMAZON 11/20251 1PDG-JKX9-3VY1	9/10/2025	2025 - November - November 2025 - EFT Batch	
	Supplies			
	999-000-006-000-00-31-00		6-Shared Office & Operating Supplies	\$366.64
	Drill, Drill Bits			
	Total 1PDG-JKX9-3VY1			\$366.64
	EFT PYMT AMAZON 11/20251 1PWR-RLPL-MHTL	9/10/2025	2025 - November - November 2025 - EFT Batch	
	Supplies			
	001-000-254-518-21-31-00		MOD: Office & Operating Supplies	\$247.87
	Printer Paper			
	Total 1PWR-RLPL-MHTL			\$247.87
	EFT PYMT AMAZON 11/20251 1WQX-RGMP-Q1TW	9/9/2025	2025 - November - November 2025 - EFT Batch	
	Supplies			
	001-000-140-514-23-31-00		FIN: Office & Operating Supplies	\$18.41
	Air Freshener			
	Total 1WQX-RGMP-Q1TW			\$18.41

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	EFT PYMT AMAZON 11/20251 1XKF-3M6V-WKHV Supplies	6/25/2025	2025 - November - November 2025 - EFT Batch	
	001-000-145-518-80-31-00 Fiber Cable		IT: Office & Operating Supplies	\$7.06
	Total 1XKF-3M6V-WKHV			\$7.06
	EFT PYMT AMAZON 11/20251 1XMV-H1CV-VCDF Supplies	9/10/2025	2025 - November - November 2025 - EFT Batch	
	999-000-006-000-00-31-00 Flash Drives		6-Shared Office & Operating Supplies	\$71.27
	Total 1XMV-H1CV-VCDF			\$71.27
	EFT PYMT AMAZON 11/20251 1XPK-L7K1-DJJX Supplies	9/5/2025	2025 - November - November 2025 - EFT Batch	
	001-000-210-521-10-31-00 Pens, Scissors, Tape, Bags, Duster, Sponges, Notebooks		PD: Office & Operating Supplies	\$98.86
	Total 1XPK-L7K1-DJJX			\$98.86
	EFT PYMT AMAZON 11/20251 1YK1-17H4-LNFK Supplies	10/8/2025	2025 - November - November 2025 - EFT Batch	
	001-000-210-521-10-31-00 Binder Clips		PD: Office & Operating Supplies	\$9.60
	Total 1YK1-17H4-LNFK			\$9.60
	Total EFT PYMT AMAZON 11/20251			\$2,481.98
	Total Amazon Capital Services, Inc.			\$2,481.98
Anthonie Keating				
	56823 A Keating 12/12/25 Reimbursement - Training Costs	12/12/2025	2025 - December - December 2025 - Regular Batch 2	
	999-000-006-000-00-43-00 Chipotle - Meal (Keating & Harvey)		6-Lodging Meals & Mileage	\$39.60
	Total A Keating 12/12/25			\$39.60
	Total 56823			\$39.60
	Total Antonie Keating			\$39.60

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Art Gamblin Motors				
56774	106788	10/29/2025	2025 - November - November 2025 - Regular Batch 3	
		Service - 04 Ford Expedition		
		001-000-210-521-10-48-01	PD: Vehicle/Eq. Mtc. & Repair	\$189.18
		Oil Change, Air Filter, Wipers		
	Total 106788			\$189.18
56774	107016	11/14/2025	2025 - November - November 2025 - Regular Batch 3	
		Service - 01 Ford Expedition		
		999-000-006-000-00-48-01	6-Vehicle Repair & Maintenance	\$546.60
		Oil Change, Air Filter, Wipers		
	Total 107016			\$546.60
	Total 56774			\$735.78
Total Art Gamblin Motors				\$735.78

AT&T Mobility: First Net

56775	287294109909X11132025	11/13/2025	2025 - November - November 2025 - Regular Batch 3	
		Service - October 2025		
		001-000-110-511-60-42-00	COUNC: Communications	\$52.59
		Cell Service; COUNC		
		001-000-120-512-51-42-00	CRT: Telephone / DSL / Radios / Air Cards	\$201.94
		Cell Service; CRT		
		001-000-130-513-10-42-00	MAYOR: Telephone/DSL	\$52.59
		Cell Service; MAYOR		
		001-000-145-518-80-42-04	IT: Telephone / DSL / Radios / Air Cards	\$539.55
		Cell Service; IT		
		001-000-180-518-50-42-00	CEN SVCS: Phones / DSL / Radios / Air Cards	\$604.76
		Cell Service; CEN SVS		
		001-000-214-521-20-42-00	PD: Telephone / DSL / Radios / Air Cards	\$1,903.67
		Cell Service; PD		
		001-000-240-558-51-42-00	COM DEV: Telephone / DSL / Radios / Air Cards	\$404.92
		Cell Service; COM DEV		
		001-000-246-558-70-42-00	MDRT: Telephone / DSL / Radios / Air Cards	\$269.25
		Cell Service; MDRT		
		001-000-270-576-80-42-00	PRK: Telephone / DSL / Radios / Air Cards	\$95.46
		Cell Service; PRK		
		001-000-280-536-20-42-00	CEM: Telephone / DSL / Radios / Air Cards	\$21.43
		Cell Service; CEM		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
		Account Number		
		101-000-000-542-30-42-00	STRT: Telephone / DSL / Radios / Air Cards	\$235.78
		Cell Service; STRT		
		401-000-000-534-80-42-00	WTR: Telephone / DSL / Radios / Air Cards	\$257.20
		Cell Service; WTR		
		404-000-010-534-80-41-00	SCADA/Telemetry Prof Svs	\$105.18
		Cell Service; SCADA		
		407-000-000-535-80-42-00	SWR: Telephone / DSL / Radios / Air Cards	\$257.22
		Cell Service; SWR		
		410-000-000-531-10-42-00	STRM: Telephone / DSL / Radios / Air Cards	\$257.22
		Cell Service; STRM		
	Total 287294109909X11132025			\$5,258.76
	Total 56775			\$5,258.76
56824		12/5/2025	2025 - December - December 2025 - Regular Batch 2	
	287294109909X12132025			
	Service - November 2025			
		001-000-110-511-60-42-00	COUNC: Communications	\$36.73
		Cell Service; COUNC		
		001-000-120-512-51-42-00	CRT: Telephone / DSL / Radios / Air Cards	\$141.05
		Cell Service; CRT		
		001-000-130-513-10-42-00	MAYOR: Telephone/DSL	\$36.73
		Cell Service; MAYOR		
		001-000-145-518-80-42-04	IT: Telephone / DSL / Radios / Air Cards	\$376.88
		Cell Service; IT		
		001-000-180-518-50-42-00	CEN SVCS: Phones / DSL / Radios / Air Cards	\$422.43
		Cell Service; CEN SVS		
		001-000-214-521-20-42-00	PD: Telephone / DSL / Radios / Air Cards	\$1,329.73
		Cell Service; PD		
		001-000-240-558-51-42-00	COM DEV: Telephone / DSL / Radios / Air Cards	\$282.84
		Cell Service; COM DEV		
		001-000-246-558-70-42-00	MDRT: Telephone / DSL / Radios / Air Cards	\$188.07
		Cell Service; MDRT		
		001-000-270-576-80-42-00	PRK: Telephone / DSL / Radios / Air Cards	\$66.67
		Cell Service; PRK		
		001-000-280-536-20-42-00	CEM: Telephone / DSL / Radios / Air Cards	\$14.97
		Cell Service; CEM		
		101-000-000-542-30-42-00	STRT: Telephone / DSL / Radios / Air Cards	\$164.70
		Cell Service; STRT		
		401-000-000-534-80-42-00	WTR: Telephone / DSL / Radios / Air Cards	\$179.68
		Cell Service; WTR		
		404-000-010-534-80-41-00	SCADA/Telemetry Prof Svs	\$73.47
		Cell Service; SCADA		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
		Account Number		
		407-000-000-535-80-42-00	SWR: Telephone / DSL / Radios / Air Cards	\$179.67
		Cell Service; SWR		
		410-000-000-531-10-42-00	STRM: Telephone / DSL / Radios / Air Cards	\$179.67
		Cell Service; STRM		
	Total 287294109909X12132025			\$3,673.29
	Total 56824			\$3,673.29
	Total AT&T Mobility: First Net			\$8,932.05
Beacon Target Turner LTD				
	56825	12/6/2025	2025 - December - December 2025 - Regular Batch 2	
	3043			
		Supplies		
		001-000-210-521-10-35-00	PD: Firearms Program	\$6,944.00
		Target Turners, Timer		
	Total 3043			\$6,944.00
	Total 56825			\$6,944.00
	Total Beacon Target Turner LTD			\$6,944.00
BHC Consultants, LLC				
	56776	10/24/2025	2025 - November - November 2025 - Regular Batch 3	
	0023735			
		Service - September 2025		
		001-000-240-558-51-41-01	COM DEV: Prof Svs. Extra consultant Exp	\$63,457.06
		Building Inspection Services		
	Total 0023735			\$63,457.06
	Total 56776			\$63,457.06
	Total BHC Consultants, LLC			\$63,457.06
Big Mountain Electric, Inc				
	56826	11/26/2025	2025 - December - December 2025 - Regular Batch 2	
	5808			
		Service - November 2025		
		310-000-002-594-18-62-03	CIP - Gen Govt - Campus Improvements	\$1,947.52
		Installation of new exterior light fixtures at CD/Admin building.		
	Total 5808			\$1,947.52
	Total 56826			\$1,947.52
	Total Big Mountain Electric, Inc			\$1,947.52

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
Bigleaf Networks Inc				
	56777	11/1/2025	2025 - November - November 2025 - Regular Batch 3	
	INV138836			
		Service - November 2025		
		001-000-145-518-80-41-01	IT: Software Services	\$264.16
		IP Address Block		
	Total INV138836			\$264.16
	Total 56777			\$264.16
	56827	12/1/2025	2025 - December - December 2025 - Regular Batch 2	
	INV141510			
		Supplies		
		001-000-145-518-80-41-02	IT: Software Security Services	\$264.16
		IP Address Block		
	Total INV141510			\$264.16
	Total 56827			\$264.16
Total Bigleaf Networks Inc				\$528.32
Bitco Software LLC				
	56828	10/24/2025	2025 - December - December 2025 - Regular Batch 2	
	1135			
		Service - October 2025		
		001-000-240-558-51-49-01	COM DEV: Training & Workshops	\$150.00
		PermitTrax Users Conference Registration		
	Total 1135			\$150.00
	Total 56828			\$150.00
Total Bitco Software LLC				\$150.00
Black Diamond Auto Parts				
	56778	10/1/2025	2025 - November - November 2025 - Regular Batch 3	
	478801			
		Supplies		
		999-000-006-000-00-48-01	6-Vehicle Repair & Maintenance	\$117.91
		Shop Rags, Blend Door		
	Total 478801			\$117.91
	56778	10/23/2025	2025 - November - November 2025 - Regular Batch 3	
	478944			
		Supplies		
		999-000-006-000-00-48-01	6-Vehicle Repair & Maintenance	\$252.42

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Filters, Hardware	
	Total 478944			\$252.42
56778	479024	10/31/2025	2025 - November - November 2025 - Regular Batch 3	
	Supplies			
	001-000-210-521-10-48-01		PD: Vehicle/Eq. Mtc. & Repair	\$46.76
			Wipers	
	Total 479024			\$46.76
Total 56778				\$417.09
56829	479048	11/4/2025	2025 - December - December 2025 - Regular Batch 2	
	Supplies			
	999-000-006-000-00-48-01		6-Vehicle Repair & Maintenance	\$652.64
			HD Batteries	
	Total 479048			\$652.64
56829	479237	12/2/2025	2025 - December - December 2025 - Regular Batch 2	
	Supplies			
	999-000-006-000-00-48-01		6-Vehicle Repair & Maintenance	\$108.71
			Washer Fluid, Wiper Blades	
	Total 479237			\$108.71
Total 56829				\$761.35
Total Black Diamond Auto Parts				\$1,178.44
Black Diamond Historical Society				
56892	BD Historical Society 12/18/25	12/18/2025	2025 - December - December 2025 - Regular Batch 3	
	Reimbursement - Insurance Costs			
	001-000-270-575-50-49-02		Labor Day/Miner Day Support	\$971.85
			Hometown Christmas Insurance Costs Reimbursement	
	Total BD Historical Society 12/18/25			\$971.85
Total 56892				\$971.85
Total Black Diamond Historical Society				\$971.85

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Brenda Martinez				
	56830	12/15/2025	2025 - December - December 2025 - Regular Batch 2	
	B Martinez 12/15/25			
	Reimbursement - Mileage			
	001-000-137-514-21-43-00		CLK: Lodging, Meals & Mileage	\$77.15
	Mileage Reimbursement			
	Total B Martinez 12/15/25			\$77.15
	Total 56830			\$77.15
	Total Brenda Martinez			\$77.15
C And B Awards, Engraving				
	56831	12/10/2025	2025 - December - December 2025 - Regular Batch 2	
	11871			
	Supplies			
	001-000-180-518-50-31-00		CEN SVCS: Office & Operating Supplies	\$90.01
	Name Plates			
	Total 11871			\$90.01
	Total 56831			\$90.01
	Total C And B Awards, Engraving			\$90.01
Carina Thornquist				
	56779	11/20/2025	2025 - November - November 2025 - Regular Batch 3	
	C Thornquist 11/20/25			
	Reimbursement - Mileage			
	001-000-137-514-21-43-00		CLK: Lodging, Meals & Mileage	\$64.41
	Mileage Reimbursement			
	Total C Thornquist 11/20/25			\$64.41
	Total 56779			\$64.41
	Total Carina Thornquist			\$64.41
Carly Gaertner				
	56780	11/13/2025	2025 - November - November 2025 - Regular Batch 3	
	C Gaertner 11.13.25			
	Reimbursement - Mileage			
	001-000-120-512-51-43-00		CRT: Lodging, Meals & Mileage	\$242.20
	Mileage Reimbursement			
	Total C Gaertner 11.13.25			\$242.20
	Total 56780			\$242.20
	Total Carly Gaertner			\$242.20

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
CenturyLink (WA)				
	56781	11/12/2025	2025 - November - November 2025 - Regular Batch 3	
	CenturyLink 11/2025			
	Service - November 2025			
	401-000-000-534-80-42-00		WTR: Telephone / DSL / Radios / Air Cards	\$399.27
			Internet/Phone Service - Water Facilities	
	407-000-000-535-80-42-00		SWR: Telephone / DSL / Radios / Air Cards	\$322.27
			Internet/Phone Service - Sewer Facilities	
	Total CenturyLink 11/2025			\$721.54
	Total 56781			\$721.54
	Total CenturyLink (WA)			\$721.54
CHS/Cenex Inc				
	EFT PYMT CENEX 11/20251	10/31/2025	2025 - November - November 2025 - EFT Batch	
	CHS/Cenex 124244 10/2025			
	Fuel - October 2025; CH			
	001-000-180-518-50-32-01		CEN SVCS: Fuel	\$139.53
			Fuel Costs; CEN SVCS	
	001-000-246-558-70-32-00		MDRT: Fuel	\$514.21
			Fuel Costs; MDRT	
	001-000-270-576-80-32-00		PRK: Fuel	\$151.19
			Fuel Costs; PRK	
	001-000-280-536-20-32-00		CEM: Fuel	\$75.60
			Fuel Costs; CEM	
	101-000-000-543-50-32-00		STRT: Fuel	\$831.56
			Fuel Costs; STRT	
	401-000-000-534-80-32-00		WTR: Fuel	\$907.15
			Fuel Costs; WTR	
	407-000-000-535-80-32-00		SWR: Fuel	\$907.15
			Fuel Costs; SWR	
	410-000-000-531-10-32-00		STRM: Fuel	\$907.15
			Fuel Costs; STRM	
	Total CHS/Cenex 124244 10/2025			\$4,433.54
	EFT PYMT CENEX 11/20251	10/31/2025	2025 - November - November 2025 - EFT Batch	
	CHS/Cenex 128275 10/2025			
	Fuel - October 2025; PD			
	001-000-210-521-10-32-00		PD: Fuel	\$3,791.53

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Fuel Costs; PD		
	Total CHS/Cenex 128275	10/2025		\$3,791.53
	Total EFT PYMT CENEX 11/20251			\$8,225.07
Total CHS/Cenex Inc				\$8,225.07
Cities Digital, Inc. "CDI"				
	56832	10/22/2025	2025 - December - December 2025 - Regular Batch 2	
	65245			
	Service - Annual			
	001-000-145-518-80-41-01		IT: Software Services	\$4,153.71
		Annual Laserfiche License		
	Total 65245			\$4,153.71
	Total 56832			\$4,153.71
Total Cities Digital, Inc. "CDI"				\$4,153.71
City of Black Diamond/Retained Funds				
	56833	12/15/2025	2025 - December - December 2025 - Regular Batch 2	
	Ryatt Pymt #1 (retainage)			
	Retainage - Ryat Construction LLC			
	404-000-016-594-34-63-00		Water Loop 169- Const	\$12,270.40
		Retainage - SR 169 Water Main Project		
	Total Ryatt Pymt #1 (retainage)			\$12,270.40
	Total 56833			\$12,270.40
Total City of Black Diamond/Retained Funds				\$12,270.40
City of Sunnyside				
	56782	11/3/2025	2025 - November - November 2025 - Regular Batch 3	
	16695			
	Service - October 2025 (Days Served)			
	001-000-211-523-60-49-00		PD: Jail Costs	\$1,256.85
		Inmate Days Served		
	Total 16695			\$1,256.85

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	56782	11/3/2025	2025 - November - November 2025 - Regular Batch 3	
	16713			
			Service - October 2025 (Medication Costs)	
		001-000-211-523-60-49-02	PD: Jail Medical Costs	\$58.50
			Inmate Medication Costs	
	Total 16713			\$58.50
	Total 56782			\$1,315.35
	56834	12/9/2025	2025 - December - December 2025 - Regular Batch 2	
	16783			
			Service - November 2025	
		001-000-211-523-60-49-00	PD: Jail Costs	\$2,646.00
			Inmate Days Served	
	Total 16783			\$2,646.00
	56834	12/1/2025	2025 - December - December 2025 - Regular Batch 2	
	16799			
			Reimbursement - Inmate Prescriptions	
		001-000-211-523-60-49-02	PD: Jail Medical Costs	\$48.30
			Inmate Prescriptions	
	Total 16799			\$48.30
	Total 56834			\$2,694.30
	Total City of Sunnyside			\$4,009.65
Comcast				
	EFT PYMT COMCAST 11/20251	11/13/2025	2025 - November - November 2025 - EFT Batch	
	Comcast 11/2025			
			Service - November 2025	
		001-000-191-525-60-31-00	EM - Supplies	\$14.66
			Acct 5476; 24301 Roberts Dr - EM Cable TV	
		001-000-212-521-50-49-04	PD: Security	\$147.08
			Acct 0559; 22480 SE 296th St - Internet Service	
		001-000-214-521-20-42-00	PD: Telephone / DSL / Radios / Air Cards	\$14.68
			Acct 2887; 25510 Lawson St - PD Cable TV	
	Total Comcast 11/2025			\$176.42
	Total EFT PYMT COMCAST 11/20251			\$176.42
	Total Comcast			\$176.42

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

56783	22946730	11/6/2025	2025 - November - November 2025 - Regular Batch 3	
		Service - 11/06/25		
		001-000-180-518-50-49-05	CEN SVCS: Shredding Services	\$45.00
			Document Shredding Services; CEN SVS	
	Total 22946730			\$45.00
Total 56783				\$45.00
56835	22946926	11/19/2025	2025 - December - December 2025 - Regular Batch 2	
		Service - 11/18/25		
		001-000-120-512-51-49-06	CRT: Shredding Services	\$22.50
			Document Shredding Services; CRT	
		001-000-210-521-10-49-05	PD: Shredding Services	\$22.50
			Document Shredding Services; PD	
	Total 22946926			\$45.00
Total 56835				\$45.00
56893	408423121	12/1/2025	2025 - December - December 2025 - Regular Batch 3	
		Service - 12/01/25		
		001-000-180-518-50-49-05	CEN SVCS: Shredding Services	\$45.00
			Document Shredding Services; CEN SVS	
	Total 408423121			\$45.00
Total 56893				\$45.00
Total Confidential Data Disposal				\$135.00

Control Systems NW LLC (CSNW)

56836	CSNW-2485	11/13/2025	2025 - December - December 2025 - Regular Batch 2	
		Service - October 2025		
		404-000-010-534-80-41-00	SCADA/Telemetry Prof Svs	\$2,610.68
			SCADA HMI Computer Replacement Planning	
	Total CSNW-2485			\$2,610.68
Total 56836				\$2,610.68
Total Control Systems NW LLC (CSNW)				\$2,610.68

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Core & Main LP				
	56784	11/13/2025	2025 - November - November 2025 - Regular Batch 3	
	Y086880			
		Supplies		
		401-000-000-534-80-31-00	WTR: Office & Operating Supplies	\$1,921.02
		Water System Parts		
	Total Y086880			\$1,921.02
	Total 56784			\$1,921.02
	Total Core & Main LP			\$1,921.02
Criminal Justice Training Commission				
	56837	11/20/2025	2025 - December - December 2025 - Regular Batch 2	
	201142143			
		Service - November 2025		
		001-000-216-521-10-49-00	PD: Proficiency Training Program	\$661.80
		Carbine Instructor Recert		
	Total 201142143			\$661.80
	56837	11/20/2025	2025 - December - December 2025 - Regular Batch 2	
	201142149			
		Service - November 2025		
		001-000-210-521-10-49-01	PD: Training & Workshops	\$937.55
		Handgun Instructor Recert		
	Total 201142149			\$937.55
	56837	12/11/2025	2025 - December - December 2025 - Regular Batch 2	
	201142303			
		Service - December 2025		
		001-000-216-521-10-49-00	PD: Proficiency Training Program	\$8,149.29
		BLEA Training		
	Total 201142303			\$8,149.29
	Total 56837			\$9,748.64
	Total Criminal Justice Training Commission			\$9,748.64
DCW - Data Center Warehouse				
	56785	11/10/2025	2025 - November - November 2025 - Regular Batch 3	
	INV-010050			
		Supplies		
		001-000-145-518-80-41-01	IT: Software Services	\$8,733.40

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Barracuda Software Subscription	
	Total INV-010050			\$8,733.40
	Total 56785			\$8,733.40
	56838	11/24/2025	2025 - December - December 2025 - Regular Batch 2	
	INV-011452			
	Supplies			
	310-000-011-594-18-64-00		Gen Gvt-Pc related Hardware	\$3,916.80
			APC Smart UPS Batteries	
	Total INV-011452			\$3,916.80
	56838	12/8/2025	2025 - December - December 2025 - Regular Batch 2	
	INV-012515			
	Supplies			
	310-000-011-594-18-64-00		Gen Gvt-Pc related Hardware	\$9,225.60
			Surfaces, Keyboards, Docks	
	Total INV-012515			\$9,225.60
	56838	12/12/2025	2025 - December - December 2025 - Regular Batch 2	
	INV-012897			
	Supplies			
	310-000-011-594-18-64-00		Gen Gvt-Pc related Hardware	\$251.99
			Surface Docking Station	
	Total INV-012897			\$251.99
	Total 56838			\$13,394.39
	Total DCW - Data Center Warehouse			\$22,127.79
Debbie Gill				
	56786	11/20/2025	2025 - November - November 2025 - Regular Batch 3	
	D Gill 11/10/25			
	Reimbursement - Mileage			
	001-000-210-521-10-43-00		PD: Lodging, Meals & Mileage	\$214.48
			Mileage Reimbursement	
	Total D Gill 11/10/25			\$214.48
	Total 56786			\$214.48
	Total Debbie Gill			\$214.48

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Dept of Licensing-Firearms Online				
	EFT PYMT DOL FIREARMS 11/20251	11/25/2025	2025 - November - November 2025 - EFT Batch	
	DoL Firearms Online 11/2025			
	Service - November 2025			
	633-000-400-589-30-00-00		CPL Fees for DOL - Firearms EFT	\$126.00
			Concealed Pistol License	
	Total DoL Firearms Online 11/2025			\$126.00
	Total EFT PYMT DOL FIREARMS 11/20251			\$126.00
	Total Dept of Licensing-Firearms Online			\$126.00
EJ's Catering				
	56769	11/12/2025	2025 - November - November 2025 - Early Batch 2	
	EJs Catering 11/12/25			
	Service - 11/21/25			
	001-000-180-518-50-49-17		CEN SVCS: Employee Recognition	\$1,820.49
			Catering Service for Mayor Carol Benson's Retirement Event	
	Total EJs Catering 11/12/25			\$1,820.49
	Total 56769			\$1,820.49
	Total EJ's Catering			\$1,820.49
Elwalu LLC (Elephant Car Wash)				
	56787	11/10/2025	2025 - November - November 2025 - Regular Batch 3	
	2143			
	Service - October 2025			
	001-000-210-521-10-48-01		PD: Vehicle/Eq. Mtc. & Repair	\$83.09
			Monthly Oil Changes	
	Total 2143			\$83.09
	Total 56787			\$83.09
	56839	12/3/2025	2025 - December - December 2025 - Regular Batch 2	
	2149			
	Service - November 2025			
	001-000-210-521-10-48-01		PD: Vehicle/Eq. Mtc. & Repair	\$117.53
			Monthly Oil Changes	
	Total 2149			\$117.53
	Total 56839			\$117.53
	Total Elwalu LLC (Elephant Car Wash)			\$200.62

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Enumclaw School District				
	56840	11/3/2025	2025 - December - December 2025 - Regular Batch 2	
	ESD 11/2025			
		Remittance - November 2025		
		111-000-100-518-65-49-01	Enumclaw School Mitigation Fees MPD Single-Fam	\$317,719.00
		MPD Single Fam		
	Total ESD 11/2025			\$317,719.00
	Total 56840			\$317,719.00
	Total Enumclaw School District			\$317,719.00
Ferguson Waterworks #3011				
	56788	11/4/2025	2025 - November - November 2025 - Regular Batch 3	
	0101774			
		Supplies		
		401-000-000-534-80-31-02	WTR: Meters & Related Costs	\$45,583.67
		Water Meters		
	Total 0101774			\$45,583.67
	Total 56788			\$45,583.67
	56841	12/9/2025	2025 - December - December 2025 - Regular Batch 2	
	0104480			
		Supplies		
		401-000-000-534-80-31-02	WTR: Meters & Related Costs	\$1,243.76
		Water Meter Parts		
	Total 0104480			\$1,243.76
	Total 56841			\$1,243.76
	Total Ferguson Waterworks #3011			\$46,827.43
Ferrell's Fire Extinguisher Company, Inc.				
	56894	12/3/2025	2025 - December - December 2025 - Regular Batch 3	
	41185			
		Service - December 2025		
		001-000-248-518-20-48-00	MDRT: Bld Repair & Maintenance	\$60.93
		Annual Fire Extinguisher Inspection; MDRT		
		999-000-004-000-00-48-00	4-Bld Repair & Maintenance	\$670.20
		Annual Fire Extinguisher Inspection; PW		
	Total 41185			\$731.13

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	56894	12/3/2025	2025 - December - December 2025 - Regular Batch 3	
	41186			
		Service - December 2025		
		001-000-212-521-50-49-99	PD: Bldg Maint, Sup, Util, Security	\$487.42
		Annual Fire Extinguisher Inspection; PD		
	Total 41186			\$487.42
	56894	12/3/2025	2025 - December - December 2025 - Regular Batch 3	
	41187			
		Service - December 2025		
		001-000-248-518-20-48-00	MDRT: Bld Repair & Maintenance	\$35.06
		Annual Fire Extinguisher Inspection; MDRT		
		001-000-254-518-20-48-00	CH: BLD Repair & Maintenance	\$87.64
		Annual Fire Extinguisher Inspection; CH		
		001-000-254-518-21-48-00	MOD: Bld Repairs & Maintenance	\$35.06
		Annual Fire Extinguisher Inspection; MOD		
	Total 41187			\$157.76
	Total 56894			\$1,376.31
	Total Ferrell's Fire Extinguisher Company, Inc.			\$1,376.31
	Financial Consultants International Inc			
	56842	11/25/2025	2025 - December - December 2025 - Regular Batch 2	
	18740			
		Service - November 2025		
		001-000-210-521-10-48-01	PD: Vehicle/Eq. Mtc. & Repair	\$4,156.71
		Emergency Vehicle Supplies		
	Total 18740			\$4,156.71
	Total 56842			\$4,156.71
	Total Financial Consultants International Inc			\$4,156.71
	Firestone Complete Auto Care			
	56843	12/2/2025	2025 - December - December 2025 - Regular Batch 2	
	108272			
		Service - 2020 Ford Police Interceptor		
		001-000-210-521-10-48-01	PD: Vehicle/Eq. Mtc. & Repair	\$348.09
		New Rear Tires		
	Total 108272			\$348.09
	Total 56843			\$348.09
	Total Firestone Complete Auto Care			\$348.09

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
First Bankcard				
	EFT PYMT FIRST BANKCARD			
	11/20251	11/18/2025	2025 - November - November 2025 - Credit Card Batch	
	Bain, R 11/2025			
	Credit Card Charges - November 2025			
	001-000-246-558-70-35-00		MDRT: Small Tools and Safety Equipment	\$196.31
			Home Depot - Safety Light	
	Total Bain, R 11/2025			\$196.31
	EFT PYMT FIRST BANKCARD			
	11/20251	11/18/2025	2025 - November - November 2025 - Credit Card Batch	
	Benson, C 11/2025			
	Credit Card Charges - November 2025			
	001-000-130-513-10-43-00		MAYOR: Lodging, Meals & Mileage	\$32.67
			MV/BD Chamber - Luncheon	
	Total Benson, C 11/2025			\$32.67
	EFT PYMT FIRST BANKCARD			
	11/20251	11/18/2025	2025 - November - November 2025 - Credit Card Batch	
	Brealey, C 11/2025			
	Credit Card Charges - November 2025			
	001-000-140-514-23-49-01		FIN: Training and Workshops	\$80.00
			PSFOA - Monthly Meeting Registration; Del Rosario & Elton	
	Total Brealey, C 11/2025			\$80.00
	EFT PYMT FIRST BANKCARD			
	11/20251	11/18/2025	2025 - November - November 2025 - Credit Card Batch	
	Chatterson, K 11/2025			
	Credit Card Charges - November 2025			
	001-000-210-521-10-31-00		PD: Office & Operating Supplies	\$20.82
			Amazon - Envelopes	
	Total Chatterson, K 11/2025			\$20.82
	EFT PYMT FIRST BANKCARD			
	11/20251	11/18/2025	2025 - November - November 2025 - Credit Card Batch	
	Crooker, T 11/2025			
	Credit Card Charges - November 2025			
	001-000-210-521-10-31-00		PD: Office & Operating Supplies	\$89.71
			Walmart - Candy for Community Engagement	
	Total Crooker, T 11/2025			\$89.71
	EFT PYMT FIRST BANKCARD			
	11/20251	11/18/2025	2025 - November - November 2025 - Credit Card Batch	
	Esping, K 11/2025			
	Credit Card Charges - November 2025			
	001-000-191-525-60-31-00		EM - Supplies	\$63.25
			Costco - Emergency Supplies	

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
	Account Number		Title	
	001-000-240-558-60-49-03		PLN: Printing & Binding	\$239.03
	FedEx - Plan Copy			
	510-000-200-594-48-31-00		Surplus Costs PW Vehicles	\$19.00
	Ebay - Listing Fee for Vehicle			
	510-000-200-594-48-31-00		Surplus Costs PW Vehicles	\$13.65
	DoL - Report of Sale			
	510-000-200-594-48-64-02		PW - Truck & Equip	\$116.91
	DoL - Vehicle Registration			
	510-000-200-594-48-64-02		PW - Truck & Equip	(\$581.56)
	Canopy World - Refund for Overcharged Product			
	999-000-004-000-00-31-04		4-Uniform Allowance	\$143.24
	Sketchers - Shoes			
	999-000-006-000-00-31-00		6-Shared Office & Operating Supplies	\$152.31
	Office Depot - File Cart			
	999-000-006-000-00-31-00		6-Shared Office & Operating Supplies	\$155.85
	Costco - Coffee, Cups, Plates, Snack Bars			
	999-000-006-000-00-31-00		6-Shared Office & Operating Supplies	\$216.27
	Office Depot - Divider, Desk Pad, Binder, Pencils, Post It Notes, HDMI Cable			
	999-000-006-000-00-31-00		6-Shared Office & Operating Supplies	\$30.17
	Bill Locksmith - New Keys for Shop			
	999-000-006-000-00-31-00		6-Shared Office & Operating Supplies	\$103.58
	Costco - Cloth, Light Bulbs, Batteries			
	Total Esping, K 11/2025			\$671.70
	EFT PYMT FIRST BANKCARD			
	11/20251	11/18/2025	2025 - November - November 2025 - Credit Card Batch	
	Garbini C, 11/2025			
	Credit Card Charges - November 2025			
	001-000-210-521-10-31-00		PD: Office & Operating Supplies	\$13.58
	Amazon - Ziplock Bags			
	Total Garbini C, 11/2025			\$13.58
	EFT PYMT FIRST BANKCARD			
	11/20251	11/18/2025	2025 - November - November 2025 - Credit Card Batch	
	Gill, D 11/2025			
	Credit Card Charges - November 2025			
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$272.00
	Focus on Evidence - Training			
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$15.66
	Pita House - Lunch			
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$338.43
	Best Western - Lodging			
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$28.24

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			BG Pho - Dinner	
	Total Gill, D 11/2025			\$654.33
	EFT PYMT FIRST BANKCARD			
	11/20251	11/18/2025	2025 - November - November 2025 - Credit Card Batch	
	Goddard, D 11/2025			
	Credit Card Charges - November 2025			
	001-000-210-521-10-32-00		PD: Fuel	\$59.05
			Desert Food Mart - Fuel	
	001-000-216-521-10-31-00		CJ Education Supplies	\$56.20
			Amazon - Glow Sticks	
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$15.55
			Wendy's - WASPC Conference; Lunch	
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$34.92
			Texas Roadhouse - WASPC Conference; Dinner	
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$379.62
			Best Western - WASPC Conference; Lodging	
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$18.14
			Azteca - WASPC Conference; Dinner	
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$14.85
			Rocco's Pizza - WASPC Conference; Dinner	
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$22.06
			Sterlings Restaurant - WASPC Conference; Breakfast	
	Total Goddard, D 11/2025			\$600.39
	EFT PYMT FIRST BANKCARD			
	11/20251	11/18/2025	2025 - November - November 2025 - Credit Card Batch	
	Greve, E 11/2025			
	Credit Card Charges - November 2025			
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$266.61
			Alaska Air - Calibre Press Training; Flight	
	Total Greve, E 11/2025			\$266.61
	EFT PYMT FIRST BANKCARD			
	11/20251	11/18/2025	2025 - November - November 2025 - Credit Card Batch	
	Hanis, S 11/2025			
	Credit Card Charges - November 2025			
	401-000-000-534-80-41-18		WTR: IT Subscriptions	\$380.79
			GoTo.com - Water Monitoring Software Subscription	
	Total Hanis, S 11/2025			\$380.79

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	EFT PYMT FIRST BANKCARD			
	11/20251	11/18/2025	2025 - November - November 2025 - Credit Card Batch	
	Henrich, M 11/2025			
	Credit Card Charges - November 2025			
	001-000-000-369-81-00-00		Cash Over/Short	\$163.32
			Amazon - Personal Purchase Made by Mistake (to be reimbursed by employee)	
	001-000-000-369-81-00-00		Cash Over/Short	\$81.05
			Amazon - Personal Purchase Made by Mistake (to be reimbursed by employee)	
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$27.49
			Sterlings - Conference Lunch	
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$19.38
			Azteca - Conference Lunch	
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$12.94
			Wendy's - Conference Lunch	
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$379.62
			Best Western - Conference Lodging	
	Total Henrich, M 11/2025			\$683.80
	EFT PYMT FIRST BANKCARD			
	11/20251	11/18/2025	2025 - November - November 2025 - Credit Card Batch	
	Jewett, L 11/2025			
	Credit Card Charges - November 2025			
	001-000-240-558-50-31-04		Code Enf: Uniform Allowance	\$353.27
			LL Bean - Uniform Apparel	
	Total Jewett, L 11/2025			\$353.27
	EFT PYMT FIRST BANKCARD			
	11/20251	11/18/2025	2025 - November - November 2025 - Credit Card Batch	
	Kiblinger, J 11/2025			
	Credit Card Charges - November 2025			
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$1,245.48
			Kimpton Hotel Monaco - IACP Conference; Lodging	
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$27.05
			IACP - Conference Lunch	
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$84.37
			Uber - IACP Conference; Transportation	
	Total Kiblinger, J 11/2025			\$1,356.90
	EFT PYMT FIRST BANKCARD			
	11/20251	11/18/2025	2025 - November - November 2025 - Credit Card Batch	
	Madeo, C 11/2025			
	Credit Card Charges - November 2025			
	410-000-000-531-10-49-02		STRM: Dues & Memberships	\$42.00
			Green River CC - WDM2 Certification Renewal	
	Total Madeo, C 11/2025			\$42.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	EFT PYMT FIRST BANKCARD			
	11/20251	11/18/2025	2025 - November - November 2025 - Credit Card Batch	
	Martinez, Bre 11/2025			
	Credit Card Charges - November 2025			
	101-000-000-542-30-49-01		STRT: Training & Workshops	\$5.00
			US DoT - CDL Drug & Alcohol Clearinghouse Query	
	Total Martinez, Bre 11/2025			\$5.00
	EFT PYMT FIRST BANKCARD			
	11/20251	11/18/2025	2025 - November - November 2025 - Credit Card Batch	
	Martinez, Bri 11/2025			
	Credit Card Charges - November 2025			
	001-000-210-521-10-48-01		PD: Vehicle/Eq. Mtc. & Repair	\$383.94
			Black Diamond Automotive - Car Battery Install	
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$72.59
			Tom's Watch Bar - IACP Conference; Dinner (Kiblinger & Martinez)	
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$1,278.52
			Kimpton Hotel Monaco - IACP Conference; Lodging	
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$88.85
			Yardhouse - IACP Conference; Lunch (Kiblinger & Martinez)	
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$34.83
			Dazbog Coffee - IACP Conference; Breakfast (Kiblinger & Martinez)	
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$68.40
			3 Margaritas - IACP Conference; Dinner (Kiblinger & Martinez)	
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$86.35
			Earls Restaurant - IACP Conference; Lunch (Kiblinger & Martinez)	
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$17.64
			Delaware North - IACP Conference; Lunch	
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$75.09
			Appaloosa - IACP Conference; Lunch (Kiblinger & Martinez)	
	001-000-216-521-10-49-00		PD: Proficiency Training Program	\$109.04
			Tom's Watch Bar - IACP Conference; Dinner (Kiblinger & Martinez)	
	Total Martinez, Bri 11/2025			\$2,215.25
	EFT PYMT FIRST BANKCARD			
	11/20251	11/18/2025	2025 - November - November 2025 - Credit Card Batch	
	O'Neill, K 11/2025			
	Credit Card Charges - November 2025			
	001-000-135-513-11-43-00		ADMIN: Lodging, Meals & Mileage	\$1,227.28
			Hilton - Lodging	
	001-000-135-513-11-43-00		ADMIN: Lodging, Meals & Mileage	\$35.00
			Delta Air - Baggage Fee	
	001-000-135-513-11-43-00		ADMIN: Lodging, Meals & Mileage	\$38.00
			RAC Curbside - Baggage Fee	

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
		001-000-135-513-11-43-00	ADMIN: Lodging, Meals & Mileage	\$151.90
		Masterpark Garage - Parking Costs		
		001-000-135-513-11-49-01	ADMIN: Training & Workshops	\$75.00
		ICMA - Conference Registration Fee		
	Total O'Neill, K 11/2025			\$1,527.18
	EFT PYMT FIRST BANKCARD			
	11/20251	11/18/2025	2025 - November - November 2025 - Credit Card Batch	
	Parks, T 11/2025			
	Credit Card Charges - November 2025			
		001-000-120-512-51-31-00	CRT: Office & Operating Supplies	\$211.58
		L&L Printing - Envelopes		
		001-000-120-512-51-31-00	CRT: Office & Operating Supplies	\$29.14
		Vistaprint - Business Cards		
		001-000-120-512-51-43-00	CRT: Lodging, Meals & Mileage	\$245.74
		Campbells - CLJ Staff Line Program; Lodging		
		001-000-120-512-51-49-02	CRT: Dues & Memberships	\$257.75
		DMCMA - Membership Dues		
	Total Parks, T 11/2025			\$744.21
	EFT PYMT FIRST BANKCARD			
	11/20251	11/18/2025	2025 - November - November 2025 - Credit Card Batch	
	Redd, T 11/2025			
	Credit Card Charges - November 2025			
		001-000-246-558-70-42-01	MDRT: Postage	\$156.00
		USPS - Stamps		
		001-000-246-558-70-42-01	MDRT: Postage	\$624.00
		USPS - Stamps		
	Total Redd, T 11/2025			\$780.00
	EFT PYMT FIRST BANKCARD			
	11/20251	11/18/2025	2025 - November - November 2025 - Credit Card Batch	
	Reed, R 11/2025			
	Credit Card Charges - November 2025			
		001-000-145-518-80-41-14	IT: Net Motion Support	\$240.00
		Duo.com - Duo Essentials		
		001-000-145-518-80-41-15	IT: Web Hosting Cost	\$1.80
		Zendesk - Talk Usage Subscription		
		001-000-145-518-80-48-00	IT: Repairs & Mtc costs	\$195.00
		Starlink - Internet		
		001-000-145-518-80-48-00	IT: Repairs & Mtc costs	\$195.00
		Starlink - Internet		
		310-000-011-594-18-64-00	Gen Gvt-Pc related Hardware	\$8,698.90
		Hard Drives Direct - Hard Drives		
	Total Reed, R 11/2025			\$9,330.70

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	EFT PYMT FIRST BANKCARD			
	11/20251	11/18/2025	2025 - November - November 2025 - Credit Card Batch	
	Riepl, W 11/2025			
	Credit Card Charges - November 2025			
	001-000-210-521-10-35-00		PD: Firearms Program	\$190.00
			BD Gun Club - Range Fee	
	001-000-210-521-10-35-00		PD: Firearms Program	\$264.31
			Green Ramp - DART Targets	
	Total Riepl, W 11/2025			\$454.31
	EFT PYMT FIRST BANKCARD			
	11/20251	11/18/2025	2025 - November - November 2025 - Credit Card Batch	
	Ross, J 11/2025			
	Credit Card Charges - November 2025			
	401-000-000-534-80-41-02		WTR: Testing and Sampling	\$166.27
			FedEx - Shipping Costs	
	401-000-000-534-80-49-02		WTR: Dues & Memberships	\$42.00
			Green River CC - Waterworks Cert Renewal	
	401-000-000-534-80-49-02		WTR: Dues & Memberships	\$42.00
			Green River CC - BAT Cert Renewal	
	Total Ross, J 11/2025			\$250.27
	EFT PYMT FIRST BANKCARD			
	11/20251	11/18/2025	2025 - November - November 2025 - Credit Card Batch	
	Self, M 11/2025			
	Credit Card Charges - November 2025			
	101-000-000-542-30-31-04		STRT: Uniforms Allowance	\$361.00
			LL Bean - Uniform Apparel	
	Total Self, M 11/2025			\$361.00
	EFT PYMT FIRST BANKCARD			
	11/20251	11/18/2025	2025 - November - November 2025 - Credit Card Batch	
	Stavano, J 11/2025			
	Credit Card Charges - November 2025			
	101-000-000-542-66-31-00		STRT: Sand & Salt - Snow & Ice	\$1,110.52
			Corliss Resources - Building Sand	
	401-000-000-534-80-49-02		WTR: Dues & Memberships	\$42.00
			Green River CC - Waterworks Cert Renewal	
	401-000-000-534-80-49-02		WTR: Dues & Memberships	\$42.00
			Green River CC - BAT Cert Renewal	
	407-000-000-535-80-48-03		SWR: System Repair & Maint-Ext/Int	\$415.61
			Digikey - UPS Battery	
	410-000-000-531-10-49-01		STRM: Training & Workshops	\$195.00
			NWETC - CESCL Recert Course	
	510-000-500-594-48-62-00		PW Bldg Related Impr.	(\$200.59)

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Subelt Rentals - Roller Rental (return)	
	Total Stavano, J 11/2025			\$1,604.54
	EFT PYMT FIRST BANKCARD			
	11/20251	11/18/2025	2025 - November - November 2025 - Credit Card Batch	
	Sweet, R 11/2025			
	Credit Card Charges - November 2025			
	001-000-180-518-50-49-07		CEN SVCS: MRSC Small Works Roster Memb	\$475.00
			MRSC - Small Works Roster Fee	
	401-000-000-534-80-49-01		WTR: Training & Workshops	\$225.00
			WETRC - BAT Practice Exam	
	Total Sweet, R 11/2025			\$700.00
	Total EFT PYMT FIRST BANKCARD 11/20251			\$23,415.34
	Total First Bankcard			\$23,415.34
	FP Mailing Solutions			
	56789	11/13/2025	2025 - November - November 2025 - Regular Batch 3	
	RI106870071			
	Service - Q4 2025			
	001-000-180-518-50-45-01		CEN SVCS: Postage Meter Rental & Maint.	\$130.56
			Meter Rental Fee	
	Total RI106870071			\$130.56
	Total 56789			\$130.56
	Total FP Mailing Solutions			\$130.56
	Fugate Ford			
	56844	11/19/2025	2025 - December - December 2025 - Regular Batch 2	
	502732			
	Service - 2020 Ford Interceptor			
	001-000-210-521-10-48-01		PD: Vehicle/Eq. Mtc. & Repair	\$225.42
			Repair damaged rear axle.	
	Total 502732			\$225.42
	Total 56844			\$225.42
	Total Fugate Ford			\$225.42

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Gunderson Law Firm				
	56845	12/1/2025	2025 - December - December 2025 - Regular Batch 2	
	1546			
		Service - November 2025		
		001-000-121-512-51-41-06	CRT: AOC-Therapeutic Grant 07/01/2025 - 06/30/2026	\$500.00
		Prosecution Services - Community Court		
		001-000-151-515-41-41-04	CRT - Legal - Pros Attorney	\$5,600.00
		Prosecution Services - Mainstream Court		
	Total 1546			\$6,100.00
	Total 56845			\$6,100.00
	Total Gunderson Law Firm			\$6,100.00
HD Fowler Company				
	56846	12/1/2025	2025 - December - December 2025 - Regular Batch 2	
	I7192161			
		Supplies		
		401-000-000-534-80-48-03	WTR: System Repair & Maint-Ext/Int	\$1,857.25
		Combo Air Release Valve		
	Total I7192161			\$1,857.25
	Total 56846			\$1,857.25
	Total HD Fowler Company			\$1,857.25
Honey Bucket/Northwest Cascade Inc.				
	EFT PYMT HONEY BUCKET			
	11/20251	11/4/2025	2025 - November - November 2025 - EFT Batch	
	0555207501			
		Service - November 2025		
		001-000-270-575-70-41-02	Lake Sawyer: Portable Restroom Facility	\$264.50
		Portable Restroom Facility Service; LKSR		
	Total 0555207501			\$264.50
	EFT PYMT HONEY BUCKET			
	11/20251	11/4/2025	2025 - November - November 2025 - EFT Batch	
	0555207502			
		Service - November 2025		
		001-000-270-575-70-41-02	Lake Sawyer: Portable Restroom Facility	\$98.00
		Portable Restroom Facility Service; LKSR		
	Total 0555207502			\$98.00
	Total EFT PYMT HONEY BUCKET 11/20251			\$362.50
	Total Honey Bucket/Northwest Cascade Inc.			\$362.50

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name	Amount
			Title	
HWA GeoSciences Inc.				
56847		11/28/2025	2025 - December - December 2025 - Regular Batch 2	
	39144			
		Service - November 2025; PW		
		404-000-016-594-34-63-00	Water Loop 169- Const	\$2,759.20
		SR 169 Materials Testing		
	Total 39144			\$2,759.20
Total 56847				\$2,759.20
56895		11/28/2025	2025 - December - December 2025 - Regular Batch 3	
	39112			
		Service - November 2025		
		001-000-257-558-70-41-05	MDRT - Geotech	\$480.00
		Ten Trails Parkway Culvert		
	Total 39112			\$480.00
56895		11/28/2025	2025 - December - December 2025 - Regular Batch 3	
	39157			
		Service - November 2025		
		001-000-257-558-70-41-05	MDRT - Geotech	\$320.00
		Phase 3A & 3B Review		
	Total 39157			\$320.00
Total 56895				\$800.00
Total HWA GeoSciences Inc.				\$3,559.20
Intercom Language Services, Inc.				
56790		11/15/2025	2025 - November - November 2025 - Regular Batch 3	
	25-734			
		Service - November 2025		
		001-000-120-512-51-41-04	CRT: Interpreter	\$340.00
		Interpreter Service		
	Total 25-734			\$340.00
Total 56790				\$340.00
56848		11/26/2025	2025 - December - December 2025 - Regular Batch 2	
	25-796			
		Service - November 2025		
		001-000-120-512-51-41-04	CRT: Interpreter	\$170.00
		Interpreter Service		
	Total 25-796			\$170.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	56848	12/15/2025	2025 - December - December 2025 - Regular Batch 2	
	25-822			
		Service - December 2025		
		001-000-120-512-51-41-04	CRT: Interpreter	\$340.00
		Interpreter Service		
	Total 25-822			\$340.00
	Total 56848			\$510.00
	Total Intercom Language Services, Inc.			\$850.00
Invoice Cloud				
	EFT PYMT INVOICE CLOUD			
	11/20251	10/31/2025	2025 - November - November 2025 - EFT Batch	
	774-2025_10			
		Service - October 2025		
		001-000-210-521-10-49-04	PD: Bank Analysis / Merch CC / Lien Fees	\$25.00
		PD Online Portal		
		001-000-240-558-51-49-05	COM DEV: Bank Analysis / Merch CC / Lien Fees	\$25.00
		CD Online Portal		
		401-000-000-534-80-49-50	WTR: Bank Analysis / Merch CC / Lien Fees	\$487.60
		Water Online Portal & Misc		
		407-000-000-535-80-49-50	SWR: Bank Analysis / Merch CC / Lien Fees	\$487.60
		Sewer Online Portal & Misc		
		410-000-000-531-10-49-50	STRM: Bank Analysis / Merch CC / Lien Fees	\$84.80
		Storm Online Portal & Misc		
	Total 774-2025_10			\$1,110.00
	Total EFT PYMT INVOICE CLOUD 11/20251			\$1,110.00
	Total Invoice Cloud			\$1,110.00
Jamey Kiblinger				
	56791	11/20/2025	2025 - November - November 2025 - Regular Batch 3	
	J Kiblinger 11/20/25			
		Reimbursement - Travel Costs		
		001-000-210-521-10-43-00	PD: Lodging, Meals & Mileage	\$83.02
		Uber charge reimbursement		
	Total J Kiblinger 11/20/25			\$83.02
	Total 56791			\$83.02
	Total Jamey Kiblinger			\$83.02

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

56849	25	11/30/2025	2025 - December - December 2025 - Regular Batch 2	
		Service - November 2025		
		001-000-121-512-51-41-06	CRT: AOC-Therapeutic Grant 07/01/2025 - 06/30/2026	\$1,055.00
		Case Manager Services		
	Total 25			\$1,055.00
Total 56849				\$1,055.00
Total Jaydn Bond				\$1,055.00

Jill Kuzaro

56850	J Kuzaro 12/11/25	12/11/2025	2025 - December - December 2025 - Regular Batch 2	
		Reimbursement - Flex Payment		
		001-000-900-582-30-00-00	Flex 125 Deposit Refund	\$1,800.00
		Flex Reimbursement		
	Total J Kuzaro 12/11/25			\$1,800.00
Total 56850				\$1,800.00
Total Jill Kuzaro				\$1,800.00

Johnsons Home & Garden

56851	490653	11/20/2025	2025 - December - December 2025 - Regular Batch 2	
		Supplies		
		001-000-212-521-50-48-00	PD: Bldg Repairs & Maintenance	\$8.35
		Hardware		
	Total 490653			\$8.35
56851	490784	12/1/2025	2025 - December - December 2025 - Regular Batch 2	
		Supplies		
		999-000-006-000-00-31-00	6-Shared Office & Operating Supplies	\$537.92
		Water Heater, Hardware		
	Total 490784			\$537.92
56851	490862	12/4/2025	2025 - December - December 2025 - Regular Batch 2	
		Supplies		
		999-000-006-000-00-31-00	6-Shared Office & Operating Supplies	\$97.96

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Keys, Outlets		
	Total 490862			\$97.96
	Total 56851			\$644.23
Total Johnsons Home & Garden				\$644.23
KD Water Systems LLC				
	56792	11/17/2025	2025 - November - November 2025 - Regular Batch 3	
	3906			
		Service - November 2025		
		310-000-002-594-18-62-03	CIP - Gen Govt - Campus Improvements	\$288.32
		Water Cooler Installation at PW Shop		
	Total 3906			\$288.32
	Total 56792			\$288.32
Total KD Water Systems LLC				\$288.32
Kelley Create Co				
	56852	9/24/2025	2025 - December - December 2025 - Regular Batch 2	
	IN2090302			
		Supplies		
		001-000-254-518-21-31-00	MOD: Office & Operating Supplies	\$16.33
		Printer Staples		
	Total IN2090302			\$16.33
	Total 56852			\$16.33
Total Kelley Create Co				\$16.33
Kevin O'Neill				
	56793	11/13/2025	2025 - November - November 2025 - Regular Batch 3	
	K O'Neill 11/13/25			
		Reimbursement - Travel Expenses		
		001-000-135-513-11-43-00	ADMIN: Lodging, Meals & Mileage	\$33.60
		Mileage Reimbursement		
		001-000-135-513-11-43-00	ADMIN: Lodging, Meals & Mileage	\$34.35
		Uber - Transport		
		001-000-135-513-11-43-00	ADMIN: Lodging, Meals & Mileage	\$14.95
		Anchor Tavern - Meal		
		001-000-135-513-11-43-00	ADMIN: Lodging, Meals & Mileage	\$20.20
		Hattricks - Meal		

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		001-000-135-513-11-43-00	ADMIN: Lodging, Meals & Mileage	\$9.99
		Little Tinas - Meal		
	Total K ONeill 11/13/25			\$113.09
	Total 56793			\$113.09
Total Kevin O'Neill				\$113.09
King County Finance				
56794		10/31/2025	2025 - November - November 2025 - Regular Batch 3	
	145748-145752			
	Service - October 2025			
	101-000-000-542-64-41-02		STRT: Striping	\$14,500.99
	Road Striping			
	101-000-000-542-64-48-01		STRT: Traffic Signal Maintenance	\$2,100.28
	Traffic Light Work			
	Total 145748-145752			\$16,601.27
56794		10/31/2025	2025 - November - November 2025 - Regular Batch 3	
	145904-145904			
	Service - October 2025			
	320-000-002-595-30-63-00		Street Preservation	\$2,000.24
	BD Discovery Overlay			
	Total 145904-145904			\$2,000.24
56794		11/17/2025	2025 - November - November 2025 - Regular Batch 3	
	2169429			
	Service - 2025 Primary Election			
	001-000-137-514-40-49-06		CLK: Election Costs	\$8,960.72
	County Election Costs			
	Total 2169429			\$8,960.72
56794		11/17/2025	2025 - November - November 2025 - Regular Batch 3	
	2169470			
	Service - 2025 Voters Pamphlet			
	001-000-137-514-40-49-06		CLK: Election Costs	\$345.49
	2025 Primary Election Voter Pamphlet Costs			
	Total 2169470			\$345.49
56794		11/3/2025	2025 - November - November 2025 - Regular Batch 3	
	5005527			
	Service - 10/28/25			
	001-000-110-511-60-49-03		LEG - K. C. Filing Fees & Misc.	\$304.50
	Oath of Office Costs			
	Total 5005527			\$304.50

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	Total 56794			\$28,212.22
	56853	11/30/2025	2025 - December - December 2025 - Regular Batch 2	
	146350-146350			
	Service - November 2025			
	101-000-000-542-64-48-01		STRT: Traffic Signal Maintenance	\$484.68
			RSD BD DSC TRFC	
	Total 146350-146350			\$484.68
	56853	11/18/2025	2025 - December - December 2025 - Regular Batch 2	
	35008057			
	Service - October 2025			
	404-000-016-594-34-63-00		Water Loop 169- Const	\$176.00
			Permit & Utility Inspection	
	Total 35008057			\$176.00
	Total 56853			\$660.68
	Total King County Finance			\$28,872.90
	King County Finance - I-Net			
	56795	10/31/2025	2025 - November - November 2025 - Regular Batch 3	
	11016506			
	Service - October 2025			
	001-000-145-518-80-42-03		IT: Comm - INET Costs - First Net	\$1,135.00
			INET Costs	
	Total 11016506			\$1,135.00
	Total 56795			\$1,135.00
	56854	11/30/2025	2025 - December - December 2025 - Regular Batch 2	
	11016639			
	Service - November 2025			
	001-000-145-518-80-42-03		IT: Comm - INET Costs - First Net	\$1,135.00
			Monthly INET Costs	
	Total 11016639			\$1,135.00
	Total 56854			\$1,135.00
	Total King County Finance - I-Net			\$2,270.00
	King County Finance - Mental Health			
	56855	12/5/2025	2025 - December - December 2025 - Regular Batch 2	
	2169784			
	Service - Q3 2025			
	001-000-182-564-00-49-01		KC Mental Health	\$515.80

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Support of KC DCHS Division		
	Total 2169784			\$515.80
	Total 56855			\$515.80
Total King County Finance - Mental Health				\$515.80
King County Finance - Wastewater Treat Div.				
	56856	12/1/2025	2025 - December - December 2025 - Regular Batch 2	
	30043836			
		Service - December 2025		
		407-000-000-535-80-41-04	SWR: Metro Sewer Charges	\$143,660.20
		King County Metro Sewer Charges		
	Total 30043836			\$143,660.20
	Total 56856			\$143,660.20
Total King County Finance - Wastewater Treat Div.				\$143,660.20
King County Prosecuting Attorney				
	56857	11/30/2025	2025 - December - December 2025 - Regular Batch 2	
	KCPA 11/2025			
		Remittance - November 2025		
		633-000-100-589-30-00-00	CRT - Fees for King County	\$102.89
		Court Remittance		
	Total KCPA 11/2025			\$102.89
	Total 56857			\$102.89
Total King County Prosecuting Attorney				\$102.89
Law Office of Krista White Swain				
	56858	11/24/2025	2025 - December - December 2025 - Regular Batch 2	
	LOKWS 11/2025			
		Service - November 2025		
		001-000-120-512-51-41-01	CRT: Judge	\$8,555.00
		Judicial Services		
		001-000-121-512-51-41-06	CRT: AOC-Therapeutic Grant 07/01/2025 - 06/30/2026	\$495.00
		Therapeutic Court Supplement		
	Total LOKWS 11/2025			\$9,050.00
	Total 56858			\$9,050.00
Total Law Office of Krista White Swain				\$9,050.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Les Schwab - Maple Valley				
56859	39800704893	12/8/2025	2025 - December - December 2025 - Regular Batch 2	
		Service - 2021 Ford Explorer		
		001-000-210-521-10-48-01	PD: Vehicle/Eq. Mtc. & Repair	\$87.09
		TPMS Sensor Replacement		
	Total 39800704893			\$87.09
56859	398007202191	11/19/2025	2025 - December - December 2025 - Regular Batch 2	
		Service - 2020 Ford Explorer		
		001-000-210-521-10-48-01	PD: Vehicle/Eq. Mtc. & Repair	\$99.07
		TPMS Sensor Replacement		
	Total 398007202191			\$99.07
	Total 56859			\$186.16
Total Les Schwab - Maple Valley				\$186.16
LN Curtis & Sons				
56796	INV1006268	10/31/2025	2025 - November - November 2025 - Regular Batch 3	
		Supplies		
		001-000-210-521-10-31-04	PD: Uniform Allowance	\$99.01
		Various Patches		
	Total INV1006268			\$99.01
56796	INV1006310	10/31/2025	2025 - November - November 2025 - Regular Batch 3	
		Supplies		
		001-000-210-521-10-31-04	PD: Uniform Allowance	\$287.19
		Belts, Boots		
	Total INV1006310			\$287.19
	Total 56796			\$386.20
56860	INV1006506	10/31/2025	2025 - December - December 2025 - Regular Batch 2	
		Supplies		
		001-000-210-521-10-31-04	PD: Uniform Allowance	\$17.71
		Tie Bar, Tie		
	Total INV1006506			\$17.71

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
56860	INV1011306	11/19/2025	2025 - December - December 2025 - Regular Batch 2	
	Supplies			
	001-000-210-521-10-31-04		PD: Uniform Allowance	\$1,740.80
	PD Gear Items			
	Total INV1011306			\$1,740.80
56860	INV1012885	11/24/2025	2025 - December - December 2025 - Regular Batch 2	
	Supplies			
	001-000-210-521-10-31-04		PD: Uniform Allowance	\$159.03
	Pants			
	Total INV1012885			\$159.03
56860	INV1015103	12/2/2025	2025 - December - December 2025 - Regular Batch 2	
	Supplies			
	001-000-210-521-10-31-04		PD: Uniform Allowance	\$167.07
	Patrol Boots			
	Total INV1015103			\$167.07
56860	INV1015205	12/2/2025	2025 - December - December 2025 - Regular Batch 2	
	Supplies			
	001-000-210-521-10-31-04		PD: Uniform Allowance	\$486.48
	Pants, Shirts, Hat, Name Patch, Jumpsuit			
	Total INV1015205			\$486.48
56860	INV1015230	12/2/2025	2025 - December - December 2025 - Regular Batch 2	
	Supplies			
	001-000-210-521-10-31-04		PD: Uniform Allowance	\$29.34
	Tie, Tie Bar, Patch			
	Total INV1015230			\$29.34
56860	INV1017259	12/8/2025	2025 - December - December 2025 - Regular Batch 2	
	Supplies			
	001-000-210-521-10-31-04		PD: Uniform Allowance	\$214.53
	Weapon Light, Belt Keeper			
	Total INV1017259			\$214.53

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	56860	12/9/2025	2025 - December - December 2025 - Regular Batch 2	
	INV1043126			
	Supplies			
	001-000-210-521-10-31-04		PD: Uniform Allowance	\$334.46
	Jacket, Patches, Hat			
	Total INV1043126			\$334.46
	56860	12/9/2025	2025 - December - December 2025 - Regular Batch 2	
	INV1048948			
	Supplies			
	001-000-210-521-10-31-04		PD: Uniform Allowance	\$591.86
	Shirts, Pants, Polos			
	Total INV1048948			\$591.86
	Total 56860			\$3,741.28
	56896	12/12/2025	2025 - December - December 2025 - Regular Batch 3	
	INV1018983			
	Supplies			
	001-000-210-521-10-31-04		PD: Uniform Allowance	\$510.64
	Shirt, Jacket, Emblems, Hat			
	Total INV1018983			\$510.64
	Total 56896			\$510.64
	Total LN Curtis & Sons			\$4,638.12
Mackenzie Engineering Inc				
	56897	12/8/2025	2025 - December - December 2025 - Regular Batch 3	
	1096167			
	Service - November 2025			
	310-000-041-575-30-61-00		Fire Station 99 Study, Design	\$340.00
	Fire Station Observation			
	Total 1096167			\$340.00
	Total 56897			\$340.00
	Total Mackenzie Engineering Inc			\$340.00
Madrona Law Group LLC				
	56797	11/10/2025	2025 - November - November 2025 - Regular Batch 3	
	13286			
	Service - October 2025			
	001-000-150-515-41-41-01		Legal Services-General Govt	\$15,120.00
	General City Attorney Services			
	Total 13286			\$15,120.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
56797	13287	11/10/2025	2025 - November - November 2025 - Regular Batch 3	
		Service - October 2025		
		001-000-150-515-41-41-01	Legal Services-General Govt	\$280.00
			Labor and Employment Services	
	Total 13287			\$280.00
56797	13288	11/10/2025	2025 - November - November 2025 - Regular Batch 3	
		Service - October 2025		
		001-000-257-558-70-41-00	MDRT - Legal Services	\$11,496.00
			Oakpointe Services	
	Total 13288			\$11,496.00
56797	13289	11/10/2025	2025 - November - November 2025 - Regular Batch 3	
		Service - October 2025		
		001-000-150-515-41-41-17	Legal - Public Disc/Oth	\$1,444.00
			PRR Advice	
	Total 13289			\$1,444.00
56797	13295	11/10/2025	2025 - November - November 2025 - Regular Batch 3	
		Service - October 2025		
		001-000-150-515-41-41-36	Legal - Code Enforcement	\$175.00
			Code Enforcement Legal Services	
	Total 13295			\$175.00
Total 56797				\$28,515.00
56861	13285	11/10/2025	2025 - December - December 2025 - Regular Batch 2	
		Service - October 2025; CD		
		001-000-150-515-41-41-40	Legal Svs Development Permits	\$805.00
			CD Permit Legal Review	
	Total 13285			\$805.00
56861	13305	12/8/2025	2025 - December - December 2025 - Regular Batch 2	
		Service - November 2025; PW		
		101-000-000-542-30-41-15	STRT: Legal Costs	\$175.00
			Capital Project Services	
	Total 13305			\$175.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
56861	13309	12/8/2025	2025 - December - December 2025 - Regular Batch 2	
		Service - November 2025; HR		
		001-000-150-515-41-41-01	Legal Services-General Govt	\$105.00
			Labor & Employment Services	
	Total 13309			\$105.00
56861	13311	12/8/2025	2025 - December - December 2025 - Regular Batch 2	
		Service - November 2025; CLK		
		001-000-150-515-41-41-17	Legal - Public Disc/Oth	\$1,263.00
			PRR Advice	
	Total 13311			\$1,263.00
56861	13312	12/8/2025	2025 - December - December 2025 - Regular Batch 2	
		Service - November 2025; PW		
		320-000-055-542-30-41-00	AT&T Franchise: Legal Svcs	\$35.00
			PW Permit Legal Review; AT&T Franchise	
	Total 13312			\$35.00
Total 56861				\$2,383.00
56898	13306	12/8/2025	2025 - December - December 2025 - Regular Batch 3	
		Service - November 2025; CD		
		001-000-150-515-41-41-40	Legal Svcs Development Permits	\$630.00
			CD Permit Legal Review	
	Total 13306			\$630.00
56898	13307	12/8/2025	2025 - December - December 2025 - Regular Batch 3	
		Service - November 2025; CEN SVCS		
		001-000-150-515-41-41-01	Legal Services-General Govt	\$9,595.00
			General City Attorney Services	
	Total 13307			\$9,595.00
56898	13308	12/8/2025	2025 - December - December 2025 - Regular Batch 3	
		Service - November 2025; CD		
		001-000-150-515-41-41-36	Legal - Code Enforcement	\$207.00
			Gokey LUPA	
	Total 13308			\$207.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	56898	12/8/2025	2025 - December - December 2025 - Regular Batch 3	
	13310			
		Service - November 2025; MDRT		
		001-000-257-558-70-41-00	MDRT - Legal Services	\$5,476.00
		Oakpointe Services		
	Total 13310			\$5,476.00
	Total 56898			\$15,908.00
	Total Madrona Law Group LLC			\$46,806.00
Maria Moscoso				
	56862	10/22/2025	2025 - December - December 2025 - Regular Batch 2	
	25009			
		Service - October 2025		
		001-000-120-512-51-41-04	CRT: Interpreter	\$140.00
		Interpreter Service		
	Total 25009			\$140.00
	56862	11/19/2025	2025 - December - December 2025 - Regular Batch 2	
	25010			
		Service - November 2025		
		001-000-120-512-51-41-04	CRT: Interpreter	\$140.00
		Interpreter Service		
	Total 25010			\$140.00
	Total 56862			\$280.00
	Total Maria Moscoso			\$280.00
McDonough & Sons, Inc.				
	56863	10/31/2025	2025 - December - December 2025 - Regular Batch 2	
	286569			
		Service - October 2025		
		410-000-000-531-10-41-08	STRM: Street Sweeping	\$2,728.70
		Street Sweeping Services		
	Total 286569			\$2,728.70
	56863	12/12/2025	2025 - December - December 2025 - Regular Batch 2	
	286950			
		Service - December 2025		
		410-000-000-531-10-41-08	STRM: Street Sweeping	\$2,764.61

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Street Sweeping Services	
	Total 286950			\$2,764.61
	Total 56863			\$5,493.31
Total McDonough & Sons, Inc.				\$5,493.31
McGann Electric LLC				
	56798	11/14/2025	2025 - November - November 2025 - Regular Batch 3	
	3169			
		Service - November 2025		
		101-000-000-542-63-49-00	Repl. Street Pole	\$4,470.35
			Repair of Pedestrian Light Fixtures	
	Total 3169			\$4,470.35
	Total 56798			\$4,470.35
Total McGann Electric LLC				\$4,470.35
Mehrnaz Ighani				
	56864	12/10/2025	2025 - December - December 2025 - Regular Batch 2	
	005			
		Service - December 2025		
		001-000-120-512-51-41-04	CRT: Interpreter	\$240.00
			Interpreter Service	
	Total 005			\$240.00
	Total 56864			\$240.00
Total Mehrnaz Ighani				\$240.00
Merchant Card Services / Vantive Holding, LLC				
	EFT PYMT MCS 11/20251 MCS 11/2025	11/6/2025	2025 - November - November 2025 - EFT Batch	
		Service - October 2025		
		001-000-270-575-70-49-00	Lake Sawyer: Bank Analysis / Merch CC / Lien Fees	\$111.79
			Lake Sawyer Pay Station	
	Total MCS 11/2025			\$111.79
	Total EFT PYMT MCS 11/20251			\$111.79
Total Merchant Card Services / Vantive Holding, LLC				\$111.79

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Mountain View Fire & Rescue				
	56865	11/20/2025	2025 - December - December 2025 - Regular Batch 2	
	25-1034			
		Reimbursement - Supplies		
		310-000-031-594-22-64-06	Fire Equipment	\$1,361.90
		Reimbursement for Inverter		
	Total 25-1034			\$1,361.90
	56865	11/25/2025	2025 - December - December 2025 - Regular Batch 2	
	25-1035			
		Service - October 2025		
		001-000-240-558-51-41-04	COM DEV: Fire Inspection & Plan Check	\$3,805.64
		Fire Marshal Services		
	Total 25-1035			\$3,805.64
	Total 56865			\$5,167.54
	56899	12/15/2025	2025 - December - December 2025 - Regular Batch 3	
	25-1037			
		Service - November 2025		
		001-000-240-558-51-41-04	COM DEV: Fire Inspection & Plan Check	\$3,722.92
		Fire Marshal Contracted Services		
	Total 25-1037			\$3,722.92
	Total 56899			\$3,722.92
	Total Mountain View Fire & Rescue			\$8,890.46
Northstar Chemical Inc.				
	56799	11/11/2025	2025 - November - November 2025 - Regular Batch 3	
	326241			
		Service - November 2025		
		401-000-000-534-80-31-03	WTR: Caustic	\$4,143.88
		Sodium Hydroxide Service		
	Total 326241			\$4,143.88
	Total 56799			\$4,143.88
	Total Northstar Chemical Inc.			\$4,143.88
Office Products Nationwide				
	56866	12/3/2025	2025 - December - December 2025 - Regular Batch 2	
	1261793-0			
		Supplies		
		001-000-210-521-10-31-00	PD: Office & Operating Supplies	\$265.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Paper, Kleenex, Toilet Paper, Paper Towels	
	Total 1261793-0			\$265.00
	56866	12/8/2025	2025 - December - December 2025 - Regular Batch 2	
	1261793-1			
	Supplies			
	001-000-210-521-10-31-00		PD: Office & Operating Supplies	\$97.00
	Kleenex			
	Total 1261793-1			\$97.00
	Total 56866			\$362.00
	Total Office Products Nationwide			\$362.00
Orkin Commercial Services				
	56867	11/19/2025	2025 - December - December 2025 - Regular Batch 2	
	285731390			
	Service - November 2025			
	001-000-254-518-20-49-99		CH: Bldg Maint, Sup, Util, Security	\$154.50
	Pest Control Services			
	Total 285731390			\$154.50
	Total 56867			\$154.50
	56900	11/29/2025	2025 - December - December 2025 - Regular Batch 3	
	285731219			
	Service - November 2025			
	001-000-212-521-50-48-00		PD: Bldg Repairs & Maintenance	\$162.11
	Pest Control Services			
	Total 285731219			\$162.11
	Total 56900			\$162.11
	Total Orkin Commercial Services			\$316.61
Pace Systems, Inc				
	56909	11/30/2025	2026 - January - 2026-01 January - Regular Batch 1	
	IN00073046			
	SERVICE - 09/15/25-09/15/28			
	001-000-213-521-10-41-00		PD: Civil Service Testing	\$3,478.40
	SCHEDULING SOFTWARE			
	Total IN00073046			\$3,478.40
	Total 56909			\$3,478.40
	Total Pace Systems, Inc			\$3,478.40

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
Parametrix, Inc.				
56800	66976	5/13/2025	2025 - November - November 2025 - Regular Batch 3	
		Service - April 2025		
		001-000-257-558-70-41-06	MDRT - Surveyor-Parametrix	\$2,343.92
		2018 MDRT Support		
	Total 66976			\$2,343.92
56800	66977	5/13/2025	2025 - November - November 2025 - Regular Batch 3	
		Service - April 2025		
		001-000-257-558-70-41-06	MDRT - Surveyor-Parametrix	\$5,416.42
		2018 MDRT Survey Support		
	Total 66977			\$5,416.42
56800	66978	5/13/2025	2025 - November - November 2025 - Regular Batch 3	
		Service - April 2025		
		001-000-257-558-70-41-06	MDRT - Surveyor-Parametrix	\$1,483.84
		2018 MDRT Survey Support		
	Total 66978			\$1,483.84
56800	71943	10/22/2025	2025 - November - November 2025 - Regular Batch 3	
		Service - September 2025		
		001-000-257-558-70-41-03	MDRT - Traffic Engineering-Parametrix	\$737.50
		MDRT 2018 Traffic Engineering Services		
	Total 71943			\$737.50
56800	72471	11/7/2025	2025 - November - November 2025 - Regular Batch 3	
		Service - October 2025		
		310-000-038-594-58-62-00	Comp PI Update-State DOE Grant	\$1,350.00
		Comp Plan Support		
	Total 72471			\$1,350.00
56800	72531	11/10/2025	2025 - November - November 2025 - Regular Batch 3	
		Service - October 2025		
		320-000-054-595-30-41-00	Roberts Drive Recon, CH to Ginder: Prof Svs	\$44,988.75
		Roberts Drive Reconstruction, Morgan Creek to Ginder Creek		
	Total 72531			\$44,988.75
Total 56800				\$56,320.43

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
56868	72539	11/10/2025	2025 - December - December 2025 - Regular Batch 2	
		Service - October 2025; MDRT		
		001-000-257-558-70-41-06	MDRT - Surveyor-Parametrix	\$1,112.49
		2018 MDRT Survey Support		
	Total 72539			\$1,112.49
56868	72934	11/19/2025	2025 - December - December 2025 - Regular Batch 2	
		Service - October 2025; CD		
		310-000-017-594-76-61-01	Ginder Creek Park Design	\$24,045.00
		Ginder Creek Trail Plan		
	Total 72934			\$24,045.00
56868	72938	11/19/2025	2025 - December - December 2025 - Regular Batch 2	
		Service - October 2025; CD		
		001-000-240-558-51-41-00	COM DEV: Professional Services	\$142.50
		Morris LLA Review		
	Total 72938			\$142.50
56868	72939	11/19/2025	2025 - December - December 2025 - Regular Batch 2	
		Service - October 2025; PW		
		510-000-500-594-48-62-00	PW Bldg Related Impr.	\$7,190.00
		Lawson Street Wetland Exploration		
	Total 72939			\$7,190.00
56868	72940	11/19/2025	2025 - December - December 2025 - Regular Batch 2	
		Service - October 2025; PW		
		320-000-038-595-30-41-00	CIP - STRT - Traffic Impact Fee / Concurrency Prof Svs	\$9,192.50
		Updated TIF Rate Study		
	Total 72940			\$9,192.50
56868	72941	11/19/2025	2025 - December - December 2025 - Regular Batch 2	
		Service - October 2025; PW		
		310-000-039-594-75-62-00	CIP - Dock & Boat Shelter Cost	\$180.00
		Lake Sawyer Regional Park Boat Ramp Survey		
	Total 72941			\$180.00
Total 56868				\$41,862.49

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
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Total Parametrix, Inc.

\$98,182.92

Puget Sound Energy

EFT PYMT PSE 11/20251
PSE 11/2025

11/5/2025

2025 - November - November 2025 - EFT Batch

Service - October 2025

001-000-140-514-23-49-00	FIN: Miscellaneous	\$22.63
Late-October charge posted in November, offset from prior month.		
001-000-212-521-50-47-00	PD: Electricity/Gas	\$1,092.08
Electric/Gas Charges; PD		
001-000-240-558-50-41-75	Code Enf: Misc Exp	\$28.62
Electric/Gas Charges; CODE ENF		
001-000-240-558-51-47-00	COM DEV: Electricity/Gas	\$273.97
Electric/Gas Charges; COM DEV		
001-000-240-558-60-47-00	PLN: Electricity/Gas	\$200.37
Electric/Gas Charges; PLN		
001-000-248-518-20-47-00	MDRT - Electricity/Gas	\$224.57
Electric/Gas Charges; MDRT		
001-000-254-518-20-47-00	CH: Electricity/Gas	\$773.51
Electric/Gas Charges; CH		
001-000-254-518-21-47-01	MOD: Utilities	\$561.45
Electric/Gas Charges; MOD		
001-000-270-575-30-47-00	PRK: Museum Electric/Gas	\$667.02
Electric/Gas Charges; Museum		
001-000-270-575-51-47-00	GYM: Electricity/Gas	\$533.46
Electric/Gas Charges; GYM		
001-000-270-576-80-47-00	PRK: Electricity/Gas	\$63.25
Electric/Gas Charges; PRK		
001-000-280-536-20-47-00	CEM: Electricity/Gas	\$25.10
Electric/Gas Charges; CEM		
101-000-000-542-63-47-00	STRT: Street Lighting	\$731.57
Electric/Gas Charges; Street Lights		
101-000-000-543-50-47-00	STRT: Electricity/Gas	\$231.77
Electric/Gas Charges; STRT		
401-000-000-534-80-47-00	WTR: Electricity/Gas	\$4,925.54
Electric/Gas Charges; WTR		
407-000-000-535-80-47-00	SWR: Electricity/Gas	\$428.94
Electric/Gas Charges; SWR		
410-000-000-531-10-47-00	STRM: Electricity/Gas	\$304.27

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Electric/Gas Charges; STRM		
	Total PSE 11/2025			\$11,088.12
	Total EFT PYMT PSE 11/20251			\$11,088.12
	Total Puget Sound Energy			\$11,088.12
Pye-Barker Fire & Safety LLC				
	56818	12/1/2025	2025 - December - December 2025 - Regular Batch 1	
	Pye-Barker 12/2025			
	Service - December 2025			
	001-000-137-514-21-49-04	CLK: Security		\$51.34
		Security Monitoring Services; CLK		
	001-000-140-514-23-49-04	FIN: Security		\$231.03
		Security Monitoring Services; FIN		
	001-000-212-521-50-49-04	PD: Security		\$303.56
		Security Monitoring Services; PD		
	001-000-240-558-51-49-04	COM DEV: Security		\$164.29
		Security Monitoring Services; CD		
	001-000-240-558-60-49-04	PLN: Security		\$41.07
		Security Monitoring Services; PLN		
	001-000-246-558-70-49-04	MDRT: Security		\$269.54
		Security Monitoring Services; MDRT		
	001-000-270-575-51-49-04	GYM: Security		\$236.10
		Security Monitoring Services; GYM		
	101-000-000-543-50-49-04	STRT: Security		\$87.48
		Security Monitoring Services; STRT		
	401-000-000-534-80-49-04	WTR: Security		\$262.63
		Security Monitoring Services; WTR		
	407-000-000-535-80-49-04	SWR: Security		\$87.48
		Security Monitoring Services; SWR		
	410-000-000-531-10-49-04	STRM: Security		\$87.48
		Security Monitoring Services; STRM		
	Total Pye-Barker 12/2025			\$1,822.00
	Total 56818			\$1,822.00
	Total Pye-Barker Fire & Safety LLC			\$1,822.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Raedeke Associates Inc				
56901	62330	12/10/2025	2025 - December - December 2025 - Regular Batch 3	
		Service - November 2025		
		001-000-240-558-60-41-01	PLN: Prof Serv - Long Range Planning	\$1,277.25
			Oakpointe Reasonable Use	
	Total 62330			\$1,277.25
56901	62331	12/10/2025	2025 - December - December 2025 - Regular Batch 3	
		Service - November 2025		
		001-000-257-558-70-41-04	MDRT - Environmental Consultant-Perteet	\$1,782.25
			Ten Trails Preliminary Plats	
	Total 62331			\$1,782.25
56901	62332	12/10/2025	2025 - December - December 2025 - Regular Batch 3	
		Service - November 2025		
		001-000-257-558-70-41-04	MDRT - Environmental Consultant-Perteet	\$1,640.45
			Miners Ridge 1st Review	
	Total 62332			\$1,640.45
Total 56901				\$4,699.95
Total Raedeke Associates Inc				\$4,699.95
Raquel Ayubi				
56902	102225	12/17/2025	2025 - December - December 2025 - Regular Batch 3	
		Service - October 2025		
		001-000-120-512-51-41-04	CRT: Interpreter	\$70.00
			Interpreter Service	
	Total 102225			\$70.00
Total 56902				\$70.00
Total Raquel Ayubi				\$70.00
Republic Services #176				
EFT PYMT REPUBLIC 11/20251	10/31/2025	2025 - November - November 2025 - EFT Batch		
Republic Services 10/2025				
	Service - October 2025			
	001-000-212-521-50-47-02	PD: Waste Disposal		\$665.02
		Waste Service - PD		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
		001-000-240-558-50-41-75	Code Enf: Misc Exp	\$7.62
		Waste Service - CODE ENF		
		001-000-240-558-51-47-02	COM DEV: Waste Disposal	\$72.95
		Waste Service - COMM DEV		
		001-000-240-558-60-47-02	PLN: Waste Disposal	\$53.35
		Waste Service - PLN		
		001-000-248-518-20-47-02	MDRT - Waste Disposal Costs	\$73.49
		Waste Service - MDRT		
		001-000-254-518-20-47-02	CH: Waste Disposal	\$253.14
		Waste Service - CEN SVCS		
		001-000-254-518-21-47-02	MOD: Waste Disposal	\$127.39
		Waste Service - MOD		
		001-000-270-576-80-47-02	PRK: Waste Disposal	\$385.72
		Waste Service - PRK		
		001-000-280-536-20-47-02	CEM: Waste Disposal	\$34.68
		Waste Service - CEM		
		101-000-000-543-50-47-02	STRT: Waste Disposal	\$275.19
		Waste Service - STRT		
		401-000-000-534-80-47-02	WTR: Waste Disposal	\$324.34
		Waste Service - WTR		
		407-000-000-535-80-47-02	SWR: Waste Disposal	\$321.08
		Waste Service - SWR		
		410-000-000-531-10-47-02	STRM: Waste Disposal	\$340.68
		Waste Service - STRM		
		Total Republic Services 10/2025		\$2,934.65
		Total EFT PYMT REPUBLIC 11/20251		\$2,934.65
		Total Republic Services #176		\$2,934.65
RH2 Engineering Inc.				
	56801	11/18/2025	2025 - November - November 2025 - Regular Batch 3	
	104068			
		Service - October 2025		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$2,554.10
		2018 MDRT		
	Total 104068			\$2,554.10
	Total 56801			\$2,554.10
	56869	11/20/2025	2025 - December - December 2025 - Regular Batch 2	
	104140			
		Service - October 2025		
		320-000-051-594-42-41-00	Update Construction Standard	\$17,346.15

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	Total 104140		Design Standards & Standard Details	\$17,346.15
56869	104161	11/20/2025	2025 - December - December 2025 - Regular Batch 2	
		Service - October 2025		
		101-000-000-542-30-41-13	STRT: Prof Service - Eng. Civil Review	\$2,220.79
			General Technical Support; STRT	
		401-000-000-534-80-41-13	WTR: Prof Service- Eng. Civil Review	\$2,220.79
			General Technical Support; WTR	
		407-000-000-535-80-41-13	SWR: Prof Service - Eng. Civil Review	\$2,220.79
			General Technical Support; SWR	
		410-000-000-531-10-41-13	STRM: Prof Service - Eng. Civil Review	\$2,220.79
			General Technical Support; STRM	
	Total 104161			\$8,883.16
56869	104233	11/21/2025	2025 - December - December 2025 - Regular Batch 2	
		Service - October 2025		
		404-000-016-594-34-63-00	Water Loop 169- Const	\$2,012.51
			2024 Water Main Improvements	
	Total 104233			\$2,012.51
56869	104259	11/24/2025	2025 - December - December 2025 - Regular Batch 2	
		Service - October 2025		
		402-000-003-594-34-63-13	WSFFA-Springs Source Rehab	\$15,697.88
			BD Springs Rehab	
	Total 104259			\$15,697.88
56869	104285	11/24/2025	2025 - December - December 2025 - Regular Batch 2	
		Service - October 2025		
		404-000-011-534-80-41-00	WTR - Comp Plan	\$388.48
			Water System Plan Update Assistance	
	Total 104285			\$388.48
Total 56869				\$44,328.18

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
56903	104488	12/10/2025	2025 - December - December 2025 - Regular Batch 3	
		Service - November 2025		
		402-000-003-594-34-63-13	WSFFA-Springs Source Rehab	\$7,897.12
		BD Springs Rehab		
	Total 104488			\$7,897.12
56903	104566	12/11/2025	2025 - December - December 2025 - Regular Batch 3	
		Service - November 2025		
		101-000-000-542-30-41-13	STRT: Prof Service - Eng. Civil Review	\$1,297.58
		General Technical Support; STRT		
		401-000-000-534-80-41-13	WTR: Prof Service- Eng. Civil Review	\$1,623.52
		General Technical Support; WTR		
		407-000-000-535-80-41-13	SWR: Prof Service - Eng. Civil Review	\$1,297.58
		General Technical Support; SWR		
		410-000-000-531-10-41-13	STRM: Prof Service - Eng. Civil Review	\$1,297.58
		General Technical Support; STRM		
	Total 104566			\$5,516.26
56903	104576	12/11/2025	2025 - December - December 2025 - Regular Batch 3	
		Service - November 2025		
		320-000-051-594-42-41-00	Update Construction Standard	\$3,004.78
		Design Standard & Standard Details		
	Total 104576			\$3,004.78
56903	104577	12/11/2025	2025 - December - December 2025 - Regular Batch 3	
		Service - November 2025		
		404-000-016-594-34-63-00	Water Loop 169- Const	\$2,965.79
		2024 Water Main Improvements		
	Total 104577			\$2,965.79
56903	104592	12/11/2025	2025 - December - December 2025 - Regular Batch 3	
		Service - November 2025		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$1,918.30
		2018 MDRT		
	Total 104592			\$1,918.30

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	56903	12/12/2025	2025 - December - December 2025 - Regular Batch 3	
	104613			
		Service - November 2025		
		404-000-011-534-80-41-00	WTR - Comp Plan	\$722.63
		Water System Plan Update Assistance		
	Total 104613			\$722.63
	Total 56903			\$22,024.88
Total RH2 Engineering Inc.				\$68,907.16
Ryan Harvey				
	56870	12/11/2025	2025 - December - December 2025 - Regular Batch 2	
	R Harvey 12/11/25			
		Reimbursement - Training Costs		
		999-000-006-000-00-43-00	6-Lodging Meals & Mileage	\$40.35
		Sunny Teriyaki - Meal (Harvey & Keating)		
	Total R Harvey 12/11/25			\$40.35
	Total 56870			\$40.35
Total Ryan Harvey				\$40.35
Ryan Sweet				
	56871	12/15/2025	2025 - December - December 2025 - Regular Batch 2	
	R Sweet 12/15/25			
		Reimbursement - Training Costs		
		401-000-000-534-80-43-00	WTR: Lodging, Meals & Mileage	\$12.23
		Wendy's - Meal		
		401-000-000-534-80-43-00	WTR: Lodging, Meals & Mileage	\$17.84
		Taco Bell - Meal		
		401-000-000-534-80-43-00	WTR: Lodging, Meals & Mileage	\$109.90
		Reimbursement - Mileage		
	Total R Sweet 12/15/25			\$139.97
	Total 56871			\$139.97
Total Ryan Sweet				\$139.97
Ryatt Construction LLC				
	56872	12/15/2025	2025 - December - December 2025 - Regular Batch 2	
	Ryatt Pymt #1			
		Service - Payment #1		
		404-000-016-594-34-63-00	Water Loop 169- Const	\$254,733.56

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		SR 169 Water Main Project		
	Total Ryatt Pymt #1			\$254,733.56
	Total 56872			\$254,733.56
	Total Ryatt Construction LLC			\$254,733.56
Safety-Kleen Systems, Inc				
	56873	11/22/2025	2025 - December - December 2025 - Regular Batch 2	
	98742109			
	Service - November 2025			
	999-000-006-000-00-48-01		6-Vehicle Repair & Maintenance	\$323.40
		Used Oil Collection		
	Total 98742109			\$323.40
	Total 56873			\$323.40
	Total Safety-Kleen Systems, Inc			\$323.40
Seattle Times				
	56802	10/31/2025	2025 - November - November 2025 - Regular Batch 3	
	78387			
	Service - October 2025			
	001-000-180-518-50-41-75		CEN SVCS: Advertising	\$1,052.15
		Advertising Costs; CEN SVCS		
	001-000-240-558-60-41-75		PLN: Advertising - Long range planning	\$220.00
		Advertising Costs; PLN		
	001-000-246-558-70-41-75		MDRT: Advertising	\$1,084.05
		Advertising Costs; MDRT		
	Total 78387			\$2,356.20
	Total 56802			\$2,356.20
	56874	11/30/2025	2025 - December - December 2025 - Regular Batch 2	
	80363			
	Service - November 2025			
	001-000-140-514-23-41-75		FIN: Advertising	\$99.00
		Advertising Costs; FIN		
	001-000-180-518-50-41-75		CEN SVCS: Advertising	\$805.75
		Advertising Costs; CEN SVCS		
	001-000-240-558-60-41-75		PLN: Advertising - Long range planning	\$244.75
		Advertising Costs; PLN		

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		001-000-246-558-70-41-75	MDRT: Advertising	\$588.50
		Advertising Costs; MDRT		
	Total 80363			\$1,738.00
	Total 56874			\$1,738.00
Total Seattle Times				\$4,094.20

Severson's Building Maintenance

56875	11/26/2025	2025 - December - December 2025 - Regular Batch 2	
	Seversons 11/2025		
	Service - November 2025		
	001-000-212-521-50-41-03	PD: Custodial Cost	\$500.00
	Custodial Costs; PD		
	001-000-248-518-20-48-00	MDRT: Bld Repair & Maintenance	\$400.00
	Custodial Costs; MDRT		
	001-000-254-518-20-48-00	CH: BLD Repair & Maintenance	\$300.00
	Custodial Costs; CH		
	001-000-254-518-21-48-00	MOD: Bld Repairs & Maintenance	\$400.00
	Custodial Costs; MOD		
	001-000-270-575-51-48-00	GYM: Bld Repair & Maintenance	\$250.00
	Custodial Costs; GYM		
	101-000-000-543-50-48-00	STRT: Bld Repair & Maintenance	\$200.00
	Custodial Costs; STRT		
	401-000-000-534-80-48-00	WTR: Bld Repair & Maintenance	\$200.00
	Custodial Costs; WTR		
	407-000-000-535-80-48-00	SWR: Bld Repair & Maintenance	\$200.00
	Custodial Costs; SWR		
	410-000-000-531-10-48-00	STRM: Bld Repair & Maintenance	\$200.00
	Custodial Costs; STRM		
	Total Seversons 11/2025		\$2,650.00
	Total 56875		\$2,650.00
Total Severson's Building Maintenance			\$2,650.00

Shane O'Neill

56803	11/10/2025	2025 - November - November 2025 - Regular Batch 3	
	S ONeill 11/10/25		
	Reimbursement - Aflac FLEX		
	001-000-900-582-30-00-00	Flex 125 Deposit Refund	\$1,970.82

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Flex Reimbursement		
	Total S O'Neill 11/10/25			\$1,970.82
	Total 56803			\$1,970.82
Total Shane O'Neill				\$1,970.82
Signs By Tomorrow				
	56876	12/8/2025	2025 - December - December 2025 - Regular Batch 2	
	INV-44998			
	Supplies			
	001-000-130-513-10-31-00		MAYOR: Office & Operating Supplies	\$28.49
		Mayor's Parking Spot Sign		
	Total INV-44998			\$28.49
	Total 56876			\$28.49
Total Signs By Tomorrow				\$28.49
Small & Sons Oil Dist. Co				
	56877	10/28/2025	2025 - December - December 2025 - Regular Batch 2	
	S266694			
	Service - October 2025; MOD			
	001-000-254-518-21-48-00		MOD: Bld Repairs & Maintenance	\$392.58
		Generator Service		
	Total S266694			\$392.58
	56877	10/28/2025	2025 - December - December 2025 - Regular Batch 2	
	S266695			
	Service - October 2025; PD			
	001-000-212-521-50-48-00		PD: Bldg Repairs & Maintenance	\$348.47
		Generator Service		
	Total S266695			\$348.47
	Total 56877			\$741.05
Total Small & Sons Oil Dist. Co				\$741.05

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Somer Johnson				
	56804	11/13/2025	2025 - November - November 2025 - Regular Batch 3	
	212			
			Reimbursement - PTSD Training	
		001-000-121-512-51-41-06	CRT: AOC-Therapeutic Grant 07/01/2025 - 06/30/2026	\$160.16
			Reimbursement for Training Costs	
	Total 212			\$160.16
	Total 56804			\$160.16
	56878	11/30/2025	2025 - December - December 2025 - Regular Batch 2	
	214			
			Service - November 2025	
		001-000-121-512-51-41-06	CRT: AOC-Therapeutic Grant 07/01/2025 - 06/30/2026	\$3,165.00
			Community Court Coordinator Costs	
	Total 214			\$3,165.00
	Total 56878			\$3,165.00
	Total Somer Johnson			\$3,325.16

Sorci Family LLC

	56819	12/1/2025	2025 - December - December 2025 - Regular Batch 1	
	Sorci 12/2025			
			Rent - December 2025	
		001-000-240-591-58-70-00	COM DEV: Bld & Property Lease	\$1,381.81
			Rent - Modular Building Land; COM DEV	
		001-000-240-591-58-70-01	PLN: Bld & Property Lease	\$345.45
			Rent - Modular Building Land; PLN	
		001-000-248-591-58-70-00	MDRT: Bld & Property Lease	\$4,369.19
			Rent - City Hall; MDRT	
		001-000-254-591-18-70-00	CH: Bld & Property Lease	\$3,745.02
			Rent - City Hall; ADMIN	
		001-000-254-591-18-70-01	MOD: Bld & Property Lease	\$431.82
			Rent - Modular Building Land; ADMIN	
		101-000-000-591-95-70-00	STRT: Bld & Property Lease	\$1,092.30
			Rent - City Hall; STRTS	
		401-000-000-591-34-70-00	WTR: Bld & Property Lease	\$1,092.30
			Rent - City Hall; WTR	
		407-000-000-591-35-70-00	SWR: Bld & Property Lease	\$1,092.30
			Rent - City Hall; SWR	
		410-000-000-591-31-70-00	STRM: Bld & Property Lease	\$1,092.27

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Rent - City Hall; STRM	
	Total Sorci 12/2025			\$14,642.46
	Total 56819			\$14,642.46
56910		1/1/2026	2026 - January - 2026-01 January - Regular Batch 1	
	SORCI 01/2026			
			RENT - JANUARY 2026	
			001-000-240-591-58-70-00 COM DEV: Bld & Property Lease	\$1,419.12
			Rent - Modular Building Land; COM DEV	
			001-000-240-591-58-70-01 PLN: Bld & Property Lease	\$354.78
			Rent - Modular Building Land; PLN	
			001-000-248-591-58-70-00 MDRT: Bld & Property Lease	\$4,487.15
			Rent - City Hall; MDRT	
			001-000-254-591-18-70-00 CH: Bld & Property Lease	\$3,846.13
			Rent - City Hall; ADMIN	
			001-000-254-591-18-70-01 MOD: Bld & Property Lease	\$443.48
			Rent - Modular Building Land; ADMIN	
			101-000-000-591-95-70-00 STRT: Bld & Property Lease	\$1,121.79
			Rent - City Hall; STRTS	
			401-000-000-591-34-70-00 WTR: Bld & Property Lease	\$1,121.79
			Rent - City Hall; WTR	
			407-000-000-591-35-70-00 SWR: Bld & Property Lease	\$1,121.79
			Rent - City Hall; SWR	
			410-000-000-591-31-70-00 STRM: Bld & Property Lease	\$1,121.79
			Rent - City Hall; STRM	
	Total SORCI 01/2026			\$15,037.82
	Total 56910			\$15,037.82
Total Sorci Family LLC				\$29,680.28
Sound Cities Association				
56911		12/16/2025	2026 - January - 2026-01 January - Regular Batch 1	
	5378			
			DUES - 2026	
			001-000-180-518-50-49-15 CEN SVCS: Sound Cities Membership	\$5,957.40
			2026 SCA MEMBER DUES	
	Total 5378			\$5,957.40
	Total 56911			\$5,957.40
Total Sound Cities Association				\$5,957.40

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
South Correctional Entity				
	56805	11/10/2025	2025 - November - November 2025 - Regular Batch 3	
	8998			
		Service - October 2025		
		001-000-211-523-60-49-00	PD: Jail Costs	\$7,674.12
		Jailing Costs		
		001-000-211-523-60-49-02	PD: Jail Medical Costs	\$3,763.11
		Medical Costs		
	Total 8998			\$11,437.23
	Total 56805			\$11,437.23
	56904	12/10/2025	2025 - December - December 2025 - Regular Batch 3	
	9050			
		Service - November 2025		
		001-000-211-523-60-49-00	PD: Jail Costs	\$1,998.53
		Jailing Costs		
		001-000-211-523-60-49-02	PD: Jail Medical Costs	\$681.28
		Medical Costs		
	Total 9050			\$2,679.81
	Total 56904			\$2,679.81
	Total South Correctional Entity			\$14,117.04
State Auditor's Office				
	56806	11/13/2025	2025 - November - November 2025 - Regular Batch 3	
	L171341			
		Service - October 2025		
		001-000-140-514-23-41-01	FIN: State Auditor Services	\$1,321.45
		Accountability & Financial Audit Services		
	Total L171341			\$1,321.45
	Total 56806			\$1,321.45
	56879	12/9/2025	2025 - December - December 2025 - Regular Batch 2	
	L171918			
		Service - November 2025		
		001-000-140-514-23-41-01	FIN: State Auditor Services	\$695.50
		Financial & Accountability Audits		
	Total L171918			\$695.50
	Total 56879			\$695.50
	Total State Auditor's Office			\$2,016.95

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Summit Law Group, PLLC				
	56880	11/20/2025	2025 - December - December 2025 - Regular Batch 2	
	167909			
		Service - October 2025		
		001-000-150-515-41-41-02	Legal - Employment	\$9,567.50
		Legal Services; Labor		
		001-000-150-515-41-41-08	Legal Svcs-Union Contracts	\$12,112.50
		Legal Services; Union Related		
	Total 167909			\$21,680.00
	Total 56880			\$21,680.00
Total Summit Law Group, PLLC				\$21,680.00
Tacoma Public Utilities				
	EFT PYMT TPU 11/20251 TPU 10/2025	10/31/2025	2025 - November - November 2025 - EFT Batch	
		Service - October 2025		
		401-000-000-534-80-47-05	WTR: Tacoma PUD	\$16,651.74
		Water Charges		
	Total TPU 10/2025			\$16,651.74
	Total EFT PYMT TPU 11/20251			\$16,651.74
Total Tacoma Public Utilities				\$16,651.74
Thomson Reuters - West				
	56881	12/1/2025	2025 - December - December 2025 - Regular Batch 2	
	852888710			
		Service - November 2025		
		001-000-210-521-10-41-07	PD: Prof Serv/Leads Online - Pawn Shop	\$249.05
		Online/Software Subscription Services		
	Total 852888710			\$249.05
	Total 56881			\$249.05
Total Thomson Reuters - West				\$249.05
UB - Transient Vendors				
	56807	11/18/2025	2025 - November - November 2025 - Regular Batch 3	
	3602.0		Melanie Gauthier	
		Refund - Final Bill Overpayment		
		401-000-000-343-40-00-01	WTR: Water Charges	\$146.47

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Refund Closed Account		
	Total 3602.0			\$146.47
	Total 56807			\$146.47
	Total UB - Transient Vendors			\$146.47
Uline				
	56905	12/18/2025	2025 - December - December 2025 - Regular Batch 3	
	201289617			
	Supplies			
	310-000-031-594-22-64-06		Fire Equipment	\$192.58
		Mop, Mop Bucket, Broom		
	Total 201289617			\$192.58
	Total 56905			\$192.58
Total Uline				\$192.58
United Business Machines of WA Inc				
	56882	12/4/2025	2025 - December - December 2025 - Regular Batch 2	
	INV549263			
	Service - November 2025			
	001-000-120-512-51-49-03		CRT: Printing & Binding	\$55.53
		Monthly Per Copy Charge		
	Total INV549263			\$55.53
	Total 56882			\$55.53
Total United Business Machines of WA Inc				\$55.53
US Bank Equipment Finance				
	EFT PYMT US BANK 11/20251 566707154	10/17/2025	2025 - November - November 2025 - EFT Batch	
	Service - October 2025			
	001-000-180-591-18-70-03		CEN SVCS: Copier Lease	\$389.16
	CLRK			
	001-000-180-591-18-70-03		CEN SVCS: Copier Lease	\$458.45
	CH			
	001-000-210-591-21-70-03		PD: Copier Lease	\$344.83
	PD			
	001-000-240-591-58-70-03		COM DEV: Copier Lease	\$97.29
	CD			

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
	Account Number		Title	
	001-000-248-591-58-70-03		MDRT: Copier Lease	\$377.21
	MDRT			
	101-000-000-591-95-70-03		STRT: Copier Lease	\$95.82
	STRT			
	401-000-000-591-34-70-03		WTR: Copier Lease	\$111.79
	WTR			
	407-000-000-591-35-70-03		SWR: Copier Lease	\$63.88
	SWR			
	410-000-000-591-31-70-03		STRM: Copier Lease	\$47.91
	STRM			
	Total 566707154			\$1,986.34
	Total EFT PYMT US BANK 11/20251			\$1,986.34
	Total US Bank Equipment Finance			\$1,986.34
US Postal Service - Black Diamond PO Box Renewal				
	56883	12/31/2025	2025 - December - December 2025 - Regular Batch 2	
	USPS PO Box 399 2026			
	Service - 2026 (annual)			
	001-000-214-521-20-42-03		PD: Postage	\$360.00
	Annual PO Box Fee; PD (Box 399)			
	Total USPS PO Box 399 2026			\$360.00
	Total 56883			\$360.00
	Total US Postal Service - Black Diamond PO Box Renewal			\$360.00
US Postal Service (CMRS-FP)				
	EFT PYMT USPS FP 11/20251	11/7/2025	2025 - November - November 2025 - EFT Batch	
	USPS FP 11/2025			
	Service - November 2025			
	001-000-180-518-50-42-01		CEN SVCS: Postage	\$600.00
	Postage Refill			
	Total USPS FP 11/2025			\$600.00
	Total EFT PYMT USPS FP 11/20251			\$600.00
	Total US Postal Service (CMRS-FP)			\$600.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Utilities Underground Location Center				
	56808	10/31/2025	2025 - November - November 2025 - Regular Batch 3	
	5100132			
		Service - October 2025		
		401-000-000-534-80-41-08	WTR: Locating Service	\$78.30
		Utility Locating Service		
	Total 5100132			\$78.30
	Total 56808			\$78.30
	56884	11/30/2025	2025 - December - December 2025 - Regular Batch 2	
	5110132			
		Service - November 2025		
		401-000-000-534-80-41-08	WTR: Locating Service	\$97.20
		Utility Locating Service		
	Total 5110132			\$97.20
	Total 56884			\$97.20
	Total Utilities Underground Location Center			\$175.50
Valley Communications Center				
	56809	11/10/2025	2025 - November - November 2025 - Regular Batch 3	
	0028810			
		Service - October 2025		
		001-000-214-521-20-41-00	PD: Valley Comm - Dispatch Service	\$9,439.20
		911 Call Service		
	Total 0028810			\$9,439.20
	Total 56809			\$9,439.20
	56885	12/10/2025	2025 - December - December 2025 - Regular Batch 2	
	0028828			
		Service - November 2025		
		001-000-214-521-20-41-00	PD: Valley Comm - Dispatch Service	\$3,697.02
		911 Call Service		
	Total 0028828			\$3,697.02
	Total 56885			\$3,697.02
	Total Valley Communications Center			\$13,136.22

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
Valley Defenders				
	56810	11/5/2025	2025 - November - November 2025 - Regular Batch 3	
	Valley Defenders 10/2025			
	Service - October 2025			
	001-000-121-512-51-41-06		CRT: AOC-Therapeutic Grant 07/01/2025 - 06/30/2026	\$750.00
	AOC Community Court			
	001-000-151-515-91-41-00		CRT - Legal-Public Defender	\$5,000.00
	Public Defense Services			
	Total Valley Defenders 10/2025			\$5,750.00
	Total 56810			\$5,750.00
	56886	12/4/2025	2025 - December - December 2025 - Regular Batch 2	
	Valley Defenders 11/2025			
	Service - November 2025			
	001-000-121-512-51-41-06		CRT: AOC-Therapeutic Grant 07/01/2025 - 06/30/2026	\$750.00
	AOC Community Court			
	001-000-151-515-91-41-00		CRT - Legal-Public Defender	\$5,000.00
	Public Defense Services			
	Total Valley Defenders 11/2025			\$5,750.00
	Total 56886			\$5,750.00
	Total Valley Defenders			\$11,500.00
Varius Inc.				
	56811	11/6/2025	2025 - November - November 2025 - Regular Batch 3	
	1919			
	Service - October 2025			
	001-000-257-558-70-41-02		MDRT - Civil Engineering	\$963.00
	General Engineering			
	Total 1919			\$963.00
	56811	11/6/2025	2025 - November - November 2025 - Regular Batch 3	
	1920			
	Service - October 2025			
	001-000-257-558-70-41-02		MDRT - Civil Engineering	\$3,852.00
	Pre Plat 3A			
	Total 1920			\$3,852.00
	56811	11/6/2025	2025 - November - November 2025 - Regular Batch 3	
	1921			
	Service - October 2025			
	001-000-257-558-70-41-02		MDRT - Civil Engineering	\$963.00

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
	Total 1921	MV Div 4 FP		\$963.00
56811	1922	11/6/2025	2025 - November - November 2025 - Regular Batch 3	
		Service - October 2025		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$17,976.00
		Miners Ridge Exp Parcel		
	Total 1922			\$17,976.00
56811	1923	11/6/2025	2025 - November - November 2025 - Regular Batch 3	
		Service - October 2025		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$1,284.00
		Ph3 Parkway Rd & Utility		
	Total 1923			\$1,284.00
56811	1924	11/6/2025	2025 - November - November 2025 - Regular Batch 3	
		Service - October 2025		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$4,494.00
		Visconsi SW Utility		
	Total 1924			\$4,494.00
56811	1925	11/6/2025	2025 - November - November 2025 - Regular Batch 3	
		Service - October 2025		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$1,284.00
		Ph3 Plat C		
	Total 1925			\$1,284.00
56811	1926	11/6/2025	2025 - November - November 2025 - Regular Batch 3	
		Service - October 2025		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$6,420.00
		Ph3 Plat B		
	Total 1926			\$6,420.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
56811	1927	11/6/2025	2025 - November - November 2025 - Regular Batch 3	
		Service - October 2025		
		001-000-257-558-70-41-02 Ph3 Plat A	MDRT - Civil Engineering	\$25,038.00
	Total 1927			\$25,038.00
Total 56811				\$62,274.00
56906	1946	12/16/2025	2025 - December - December 2025 - Regular Batch 3	
		Service - November 2025		
		001-000-257-558-70-41-02 PrePlat 3A	MDRT - Civil Engineering	\$2,568.00
	Total 1946			\$2,568.00
56906	1947	12/16/2025	2025 - December - December 2025 - Regular Batch 3	
		Service - November 2025		
		001-000-257-558-70-41-02 PrePlat 3B	MDRT - Civil Engineering	\$1,284.00
	Total 1947			\$1,284.00
56906	1948	12/16/2025	2025 - December - December 2025 - Regular Batch 3	
		Service - November 2025		
		001-000-257-558-70-41-02 MV Div 2 Util Permit	MDRT - Civil Engineering	\$1,284.00
	Total 1948			\$1,284.00
56906	1949	12/16/2025	2025 - December - December 2025 - Regular Batch 3	
		Service - November 2025		
		001-000-257-558-70-41-02 Phase 3 Plat A	MDRT - Civil Engineering	\$18,939.00
	Total 1949			\$18,939.00
56906	1950	12/16/2025	2025 - December - December 2025 - Regular Batch 3	
		Service - November 2025		
		001-000-257-558-70-41-02 Phase 1B Plat A	MDRT - Civil Engineering	\$1,284.00
	Total 1950			\$1,284.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	56906	12/16/2025	2025 - December - December 2025 - Regular Batch 3	
	1951			
		Service - November 2025		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$963.00
		TA73		
	Total 1951			\$963.00
	56906	12/16/2025	2025 - December - December 2025 - Regular Batch 3	
	1952			
		Service - November 2025		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$1,926.00
		Visconsi So Commercial		
	Total 1952			\$1,926.00
	56906	12/16/2025	2025 - December - December 2025 - Regular Batch 3	
	1953			
		Service - November 2025		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$1,926.00
		Mtn Vw Mixed Use Dv 2 FP		
	Total 1953			\$1,926.00
	Total 56906			\$30,174.00
Total Varius Inc.				\$92,448.00
VenTek International				
	56812	11/1/2025	2025 - November - November 2025 - Regular Batch 3	
	151790			
		Service - November 2025		
		001-000-270-575-70-41-01	Lake Sawyer: Ven Tek/Venvue Pay Station	\$97.92
		Cellular Service		
	Total 151790			\$97.92
	Total 56812			\$97.92
	56887	12/1/2025	2025 - December - December 2025 - Regular Batch 2	
	152112			
		Service - December 2025		
		001-000-270-575-70-41-01	Lake Sawyer: Ven Tek/Venvue Pay Station	\$97.92
		CCU Server Hosting/Digital Cell Carrier Services		
	Total 152112			\$97.92
	Total 56887			\$97.92
Total VenTek International				\$195.84

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Vision Municipal Solutions, LLC				
	56813	11/11/2025	2025 - November - November 2025 - Regular Batch 3	
	09-16576			
		Service - October 2025		
		001-000-120-512-51-49-03	CRT: Printing & Binding	\$50.67
		Quarterly Newsletter Insert; CRT		
		001-000-180-518-50-49-03	CEN SVCS: Printing & Binding	\$101.35
		Quarterly Newsletter Insert; CEN SVS		
		001-000-210-521-10-49-03	PD: Printing & Binding	\$50.67
		Quarterly Newsletter Insert; PD		
		001-000-240-558-51-49-03	COM DEV: Printing & Binding	\$25.34
		Quarterly Newsletter Insert; COM DEV		
		001-000-240-558-60-49-03	PLN: Printing & Binding	\$25.34
		Quarterly Newsletter Insert; PLN		
		001-000-246-558-70-49-05	MDRT: Printing	\$50.67
		Quarterly Newsletter Insert; MDRT		
		401-000-000-534-80-49-03	WTR: Printing & Binding	\$458.15
		Utility Bill Printing Service; WTR		
		401-000-000-534-80-49-03	WTR: Printing & Binding	\$16.89
		Quarterly Newsletter Insert; WTR		
		407-000-000-535-80-49-03	SWR: Printing & Binding	\$16.89
		Quarterly Newsletter Insert; SWR		
		407-000-000-535-80-49-03	SWR: Printing & Binding	\$458.15
		Utility Bill Printing Service; SWR		
		410-000-000-531-10-49-03	STRM: Printing & Binding	\$79.68
		Utility Bill Printing Service; STRM		
		410-000-000-531-10-49-03	STRM: Printing & Binding	\$16.89
		Quarterly Newsletter Insert; STRM		
	Total 09-16576			\$1,350.69
	Total 56813			\$1,350.69
	56888	11/20/2025	2025 - December - December 2025 - Regular Batch 2	
	09-16590			
		Service - 2026 (annual)		
		001-000-145-518-80-41-17	IT: Inf. Tech. Svs.-Vision	\$1,752.84
		Annual Maintenance; IT		
		101-000-000-542-30-41-60	STRT: Vision Software Maintenance	\$844.71
		Annual Maintenance; STRT		
		401-000-000-534-80-41-60	WTR: Vision Software Maintenance	\$2,841.22
		Annual Maintenance; WTR		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
		407-000-000-535-80-41-60	SWR: Vision Software Maintenance	\$2,841.21
		Annual Maintenance; SWR		
		410-000-000-531-10-41-60	STRM: Vision Software Maintenance	\$2,293.20
		Annual Maintenance; STRM		
	Total 09-16590			\$10,573.18
56888		12/15/2025	2025 - December - December 2025 - Regular Batch 2	
	09-16852			
		Service - November 2025		
		401-000-000-534-80-49-03	WTR: Printing & Binding	\$492.78
		Utility Bill Printing Service; WTR		
		407-000-000-535-80-49-03	SWR: Printing & Binding	\$492.78
		Utility Bill Printing Service; SWR		
		410-000-000-531-10-49-03	STRM: Printing & Binding	\$85.71
		Utility Bill Printing Service; STRM		
	Total 09-16852			\$1,071.27
	Total 56888			\$11,644.45
	Total Vision Municipal Solutions, LLC			\$12,995.14
W. Anneke Berry				
56814		11/13/2025	2025 - November - November 2025 - Regular Batch 3	
	W A Berry 11/2025			
		Service - November 2025		
		001-000-120-512-51-41-02	CRT: Protem Judge	\$540.00
		Pro Tem Judge		
	Total W A Berry 11/2025			\$540.00
	Total 56814			\$540.00
	Total W. Anneke Berry			\$540.00
Wa Association of Sheriffs & Police Chiefs				
56815		10/15/2025	2025 - November - November 2025 - Regular Batch 3	
	DUES 2025-00807			
		Dues - 2025 (annual)		
		001-000-210-521-10-49-02	PD: Dues & Memberships	\$75.00
		Annual Membership Dues		
	Total DUES 2025-00807			\$75.00
	Total 56815			\$75.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	56889	11/30/2025	2025 - December - December 2025 - Regular Batch 2	
	INV033027			
		Service - November 2025		
		001-000-216-521-10-49-00	PD: Proficiency Training Program	\$1,088.00
		WASPC Conference Registration x2		
	Total INV033027			\$1,088.00
	Total 56889			\$1,088.00
	Total Wa Association of Sheriffs & Police Chiefs			\$1,163.00
Washington State Department of Revenue				
	EFT PYMT DOR 11/20251	10/31/2025	2025 - November - November 2025 - EFT Batch	
	WA DoR 10/2025			
		Excise Tax - October 2025		
		001-000-210-521-20-49-05	PD: Sales Excise Tax	\$0.12
		B&O Tax: PD		
		401-000-000-534-80-44-01	WTR: State of WA Utility Excise Tax	\$8,103.96
		Utility Tax: Water		
		401-000-000-534-80-44-01	WTR: State of WA Utility Excise Tax	\$431.67
		B&O Tax: Water		
		407-000-000-535-80-44-01	State of WA Excise Tax	(\$5,533.79)
		Utility Tax: Sewer(KC Credit)		
		407-000-000-535-80-44-01	State of WA Excise Tax	\$6,955.96
		Utility Tax: Sewer		
		407-000-000-535-80-44-01	State of WA Excise Tax	\$473.63
		B&O Tax: Sewer		
		410-000-000-531-10-44-01	STRM: State of Wa Excise Tax	\$930.79
		B&O Tax: Storm		
		633-000-000-589-30-00-00	Sales Tax	\$2.20
		Sales Tax Remittance		
	Total WA DoR 10/2025			\$11,364.54
	Total EFT PYMT DOR 11/20251			\$11,364.54
	Total Washington State Department of Revenue			\$11,364.54
Washington State Patrol				
	56907	12/16/2025	2025 - December - December 2025 - Regular Batch 3	
	00186253			
		Service - Q4 2025		
		001-000-214-521-20-42-02	PD: WSP Access	\$600.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Quarterly Access Fee		
	Total 00186253			\$600.00
	Total 56907			\$600.00
Total Washington State Patrol				\$600.00
Washington State Treasurer				
	56890	11/30/2025	2025 - December - December 2025 - Regular Batch 2	
	WA Treasurer 11/2025			
	Remittance - November 2025			
	633-000-200-589-30-00-00		CRT - Fees for WA State Treasurer	\$9,070.76
		Court Remittance		
	Total WA Treasurer 11/2025			\$9,070.76
	Total 56890			\$9,070.76
Total Washington State Treasurer				\$9,070.76
Water Management Laboratories, Inc.				
	56816	11/5/2025	2025 - November - November 2025 - Regular Batch 3	
	233278			
	Service - 10/14/25			
	401-000-000-534-80-41-02		WTR: Testing and Sampling	\$30.00
		Water Testing Service		
	Total 233278			\$30.00
	56816	11/11/2025	2025 - November - November 2025 - Regular Batch 3	
	233368			
	Service - 10/21/25			
	401-000-000-534-80-41-02		WTR: Testing and Sampling	\$60.00
		Water Testing Service		
	Total 233368			\$60.00
	Total 56816			\$90.00
	56891	11/21/2025	2025 - December - December 2025 - Regular Batch 2	
	233539			
	Service - 10/28 & 11/04			
	401-000-000-534-80-41-02		WTR: Testing and Sampling	\$90.00
		Water Testing Service		
	Total 233539			\$90.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	56891	12/2/2025	2025 - December - December 2025 - Regular Batch 2	
	233945			
		Service - 11/18/25		
		401-000-000-534-80-41-02	WTR: Testing and Sampling	\$60.00
		Water Testing Service		
	Total 233945			\$60.00
	Total 56891			\$150.00
	56908	12/5/2025	2025 - December - December 2025 - Regular Batch 3	
	234031			
		Service - 11/25/25		
		401-000-000-534-80-41-02	WTR: Testing and Sampling	\$72.00
		Water Testing Service		
	Total 234031			\$72.00
	Total 56908			\$72.00
	Total Water Management Laboratories, Inc.			\$312.00
Work-Sports & Outdoors				
	56817	11/4/2025	2025 - November - November 2025 - Regular Batch 3	
	2447107			
		Supplies		
		999-000-004-000-00-31-04	4-Uniform Allowance	\$235.21
		Work Boots		
	Total 2447107			\$235.21
	Total 56817			\$235.21
	Total Work-Sports & Outdoors			\$235.21
	Vendor Count	119	Grand Total	\$1,572,472.75

City of Black Diamond

Payroll Register - November 2025

Number	Name	Fiscal Description	Amount
20568	BD Police Officers Association	2025 - November - Month End	\$1,200.00
20569	City of Black Diamond Flex	2025 - November - Month End	\$600.00
20570	HRA VEBA Trust	2025 - November - Month End	\$300.00
20571	Joseph Kaufman	2025 - November - Month End	\$192.20
20572	Minnesota Child Support Payment Ctr	2025 - November - Month End	\$520.00
20573	Teamsters Local 117	2025 - November - Month End	\$3,061.12
20574	Trusted Plans Service CP LTD	2025 - November - Month End	\$130.00
20575	Western States Police Medical	2025 - November - Month End	\$525.00
EFT November 2025 Aflac1	Aflac	2025 - November - Month End	\$147.03
EFT November 2025 DRS: DCP1	DOR - Deferred Comp	2025 - November - Month End	\$12,929.96
EFT November 2025 DRS: Ret1	Dept of Retirement Systems	2025 - November - Month End	\$54,299.34
EFT November 2025 ESD1	Employment Security Dept	2025 - November - Month End	\$939.84
EFT November 2025 Fed Taxes1	City of Black Diamond Taxes	2025 - November - Month End	\$120,838.38
EFT November 2025 L&I1	Dept of Labor and Industries	2025 - November - Month End	\$9,047.74
EFT November 2025 Medical Ins1	AWC Employee Benefit Trust	2025 - November - Month End	\$91,915.77
EFT November 2025 PFML1	PFML ESD	2025 - November - Month End	\$4,216.62
EFT November 2025 WA Cares1	WA Cares ESD	2025 - November - Month End	\$1,581.65
November 2025 Draw	Payroll Vendor	2025 - November - Month End	\$61,526.80
November 2025 Month End	Payroll Vendor	2025 - November - Month End	\$266,822.05
			\$630,793.50

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

Finance
Director

Xavier Mason

Date 12/4/2025

BLACK DIAMOND CITY COUNCIL MINUTES
Council Special Meeting of November 20, 2025 – Town Hall
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 special meeting to order at 6:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

Present: Councilmembers Deady, Nielsen, Mulvihill, Young, Jones, Kumar

Councilmember Deady **moved** to excuse Councilmember Peterson from the meeting; **second** Councilmember Nielsen. Motion **passed** with all voting in favor (6-0).

Absent: Councilmember Peterson (excused)

Staff Present: Kevin O'Neill, City Administrator; Andrew Williamson, MDRT/Ec Dev Director; Jill Kuzaro, Senior Planner; Ryan Sweet, Capital Projects/Program Manager; Scott Hanis, Public Works Director; Jamey Kiblinger, Police Chief; Rob Reed, IS Manager; and Brenda L. Martinez, City Clerk/HR Manager.

Town Hall – Open Mic

Suzie Dal Santo, Black Diamond spoke on some observations she made over the last few months regarding public comments and how long people speak and thanked the Mayor and Council for their service and to those that ran.

Kristen Bryant, Bellevue echoed how fast three minutes goes when making public comment and that everyone is treated the same. She spoke on Council's guiding principle regarding the environment.

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Mulvihill Motion **passed** with all voting in favor (6-0). The meeting ended at 6:28 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk/HR Manager

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of November 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, Nielsen, Mulvihill, Young, Jones, Kumar

Councilmember Deady **moved** to excuse Councilmember Peterson from the meeting; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (6-0).

ABSENT: Councilmember Peterson (excused)

Staff present: Andrew Williamson, MDRT/Ec Development Director; Xavier Mason, Finance Director; Scott Hanis, Public Works Director; Rob Reed, IS Manager; Jake Kapsandy, IT Tech II; Jill Kuzaro, Senior Planner; Ryan Sweet, Capital Project/Program Manager; Jamey Kiblinger, Police Chief; City Administrator, Kevin O'Neill; Brenda L. Martinez, City Clerk/HR Manager.

READING OF GUIDING PRINCIPLES

AGENDA REVIEW AND APPROVAL:

Councilmember Deady **moved** that we add to the agenda under appointments, announcements, proclamations, and presentations an item to honor our outgoing Mayor and outgoing Councilmembers Jones and Mulvihill; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (6-0)

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

Councilmember Nielsen **moved** to move item # 18 to an appropriate place earlier in the agenda and would be the first item under unfinished business; **second** Councilmember Young. Motion **passed** with all voting in favor (6-0).

PUBLIC COMMENTS:

Cheryl Hanson, Director of Black Diamond Community Center spoke to Council.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Mayor Benson awarded the two outgoing Councilmembers, Mulvihill and Jones certificates of recognition for their service to the City.

Mayor Pro-Tem Deady awarded to Mayor Benson the gavel she uses for the meetings for recognition of her service to the City, and cards for the two outgoing Councilmembers, Mulvihill and Jones. She also read prepared statements to all three thanking them for their service.

Mayor Benson announced there would be a short recess.

At 7:27 p.m. Mayor Benson called the meeting back to order.

COMMITTEE REPORTS: None

DEPARTMENT REPORTS: None

CONSENT AGENDA:

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

- 1) **Claim Checks** – November 20, 2025, Check No. 56717 through Check No. 56768 (void 56693) and EFTs in the amount of \$ 3,815,069.81
- 2) **Payroll** – October 2025, Check No. 20560 through Check No. 20567 and ACHs in the amount of \$ 612,062.23
- 3) **Minutes** – Council Meeting of November 6, 2025
- 4) **AB25-128** – Resolution Regarding Public Defender Contract
- 5) **AB25-129** – Resolution Regarding Municipal Court Judge Contract
- 6) **AB25-130** – Resolution Regarding ILA for South Count Area Transportation Board
- 7) **AB25-131** – Resolution Regarding Amendment to Jail Services Contract with City of Issaquah
- 8) **AB25-132** – Ordinance Amending 2024 – 2044 Comp Plan to Incorporate Updated School District CFPs (Auburn, Enumclaw, Kent, Tahoma)

PUBLIC HEARINGS:

- 9) **AB25-133** – Resolution Regarding Cell Phone Tower Lease

City Administrator O'Neill shared with Council a PowerPoint presentation summarizing the project and touched on the location, proposed lease terms and two changes from the last time this item was before the City Council.

Mayor Benson opened the public hearing at 7:38 p.m.

Greg Eagle, Black Diamond noted having no issue and strongly came to oppose placing one of the towers at Lake Sawyer Regional Park. He spoke about the terms of the RCO and noted that this area contains sensitive wetlands and introducing industrial infrastructures would violate the intent of the acquisition.

Brian Derdowski, Enumclaw stated that he was the prime sponsor for the 1st comprehensive cell tower regulation ordinance in the state of Washington and wanted to point out a few things to consider. Make sure your lease includes a co-location requirement. Make sure they comply with their licenses due to the amount of EMF the towers put off and that there is a requirement that they fix the problem if they exceed their license. He also suggested that you do a market survey and look at comparable rates.

Sophie Hummer, Black Diamond suggested that the council pay attention to the environmental impacts and stated that building a cell tower at the Lake Regional Park would be detrimental and the action item would be to seek out what can be done to support the construction and development of Black Diamond and make sure it does not negatively impact our sensitive ecosystems.

Sandra Layton, Atlas Tower explained that this lease is for tower and land only. She stated that they support multiple carriers on their tower. The carriers will have to comply with everything the FCC requires and submit their building permits and antenna information.

Mayor Benson closed the public hearing at 7:49 p.m.

Councilmember Mulvihill **moved** to adopt Resolution No. 25-1712, authorizing the Mayor to enter into a lease agreement with Atlas Tower for the installation of a cell phone tower at the City Public Works Maintenance Yard; **second** Councilmember Young. Motion **passed** with all voting in favor (5-1 (Jones)).

10) AB25-134 – Ordinance Regarding Final 2026 Budget

City Administrator O'Neill shared with Council a PowerPoint presentation that told the story of the budget that touched on what we are doing and where we are going next year.

Finance Director Mason reported on this item.

Mayor Benson opened the public hearing at 8:17 p.m. and hearing no public comments
Mayor Benson closed the public hearing at 8:17 p.m.

Councilmember Deady **moved** to adopt Ordinance No. 25-1240, adopting the budget for calendar year 2026; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (6-0).

UNFINISHED BUSINESS:

11) AB25-135 – Ordinance Regarding Cannabis Regulations

MDRT/Ec Dev Director Williamson updated the Council on this item.

There was Council discussion.

Councilmember Mulvihill **moved** to adopt Ordinance No. 25-1241, establishing a permanent prohibition on the siting and operation of cannabis-related businesses in the City of Black Diamond; repealing BDMC Chapter 18.62; amending BDMC Chapters 18.04, 18.20, 18.36, 18.38, 18.42, 18.44, and 18.100; providing for severability; and establishing an effective date; **second** Councilmember Jones.

Councilmember Young moved to amend the motion and amend Ordinance No. 25-1241 as follows to strike legislative findings A-G in their entirety; **second** Councilmember Nielsen.

Roll call vote. Deady, **no**; Nielsen, **yes**; Mulvihill, **no**; Young, **yes**; Jones, **no**; Kumar, **no**. Motion **failed** 4-2.

Main motion **passed** 5-1 (Young).

NEW BUSINESS:

18) AB25-142 – Resolution Regarding the First Amendment to the Amended and Restated Comprehensive School Mitigation Agreement with Enumclaw School District and Oakpointe

City Administrator O'Neill reported on this item with back-and-forth discussion between Council, Mr. O'Neill, and Brian Ross of Oakpointe.

Councilmember Nielsen **moved** to adopt Resolution No. 25-1716, authorizing the Mayor to execute the First Amendment to the Amended and Restated Comprehensive School Mitigation Agreement with the Enumclaw School District and Oakpointe, substantially in the form attached hereto; **second** Councilmember Deady. Motion **passed** with all voting in favor (6-0).

12) AB25-136 – Ordinance Amending 2025 Operating Budget

Finance Director Mason reported on this item.

Councilmember Mulvihill **moved** to approve Ordinance No. 25-1242 adopting the 2025 Budget Amendment; **second** Councilmember Jones. Motion **passed** with all voting in favor (6-0).

13) AB25-137 – Resolution Regarding Annual Update of School Impact Fee Schedule

Senior Planner Kuzaro spoke on this item.

Councilmember Deady **moved** to adopt Resolution No. 25-1713, approving an updated school impact fee schedule for the four school districts serving Black Diamond, in accordance with Chapter 3.70 BDMC; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (6-0).

14) AB25-138 – Ordinance Correcting Title of Proposed Zoning Map Appendix to the Comprehensive Plan

MDRT/Ec Dev Director Williamson updated the Council on this item.

Councilmember Young **moved** to adopt Ordinance No. 25-1243, correcting the title of the Proposed Zoning Map appendix to the 2024-2044 Comprehensive Plan; providing for severability; and establishing an effective date; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (6-0).

15) AB25-139 – 3rd Quarter Financial Report

Finance Director Mason reported on this item.

16) AB25-140 – Resolution Adopting 2026 – 2031 Capital Improvement Plan

Capital Project/Program Manager Sweet spoke on this item.

Councilmember Deady **moved** to approve Resolution No. 25-1714 adopting a Capital Improvement Program for the years 2026-2031; **second** Councilmember Jones. Motion **passed** with all voting in favor (6-0).

17) AB25-141 – Resolution Regarding Task Order with Parametrix, Inc. for Gravel Roadway Subsurface Investigations on SE 300th Street and on Pacific Ave/St.

Public Works Director Hanis briefed Council on this item.

Councilmember Deady **moved** to adopt Resolution No. 25-1715 authorizing the Mayor to execute an On-Call Task Request with Parametrix to prepare the Pacific and 300th Stormwater Site Plan, SWPPP and subsurface investigation; **second** Councilmember Jones. Motion **passed** with all voting in favor (6-0).

MAYOR'S REPORT:

Mayor Benson reported getting an email from Reagann Dunn's office and they have awarded grants to Black Diamond, \$20,000 for the gym floor, \$5,000 for the Black Diamond Community Center (BDCC), \$5,000 for the Black Diamond Historical Society and \$100,000 to build a shade structure at the Skatepark.

COUNCIL REPORTS:

Councilmember Mulvihill stated that it's been an honor and pleasure to work with everyone of Council. She noted she will need someone to take over the Kind campaign. She shared that Black Diamond has made a wonderful home for her. Two things she is most proud of are the Kindness Campaign and the Emergency Management Plan for the City. Councilmember Kumar expressed her willingness to take over the campaign.

Councilmember Young reported on the Mountain View Fire and Rescue (MVFR) meeting. He shared the annual Holiday Toy and Food Drive is underway through December 14th. He wished everyone a safe Thanksgiving and recognized staff for their dedication. He thanked Mulvihill and Jones for their service and appreciated their time and effort invested on Council and thanked the Mayor for the time she has given to the community.

Councilmember Jones shared in 30 years he would like to see Black Diamond have a hospital presence with a trauma center. He'd like to see Black Diamond noted for a blue zone and he explained what that is. He believes it would be great to attract a four- year college with an emphasis on cutting edge technology and medicine and have a performing arts center, and lastly, we should be known as The Pacific Northwest sports city. This is his vision for Black Diamond in the next 30 years.

Councilmember Kumar noted enjoying Mr. Jones' vision and thanked him for that.

Councilmember Deady reemphasized how she appreciates each of the Councilmembers time and working with Mayor Benson all these years has been a joy. She reminded Council to start thinking about committees and Mayor Pro-Tem. She wished everyone happy holidays.

Councilmember Nielsen expressed her personal gratitude to Councilmembers Mulvihill and Jones and Mayor Benson. She noted that the Black Diamond Kind Campaign meant so much to her and appreciated the vision shared by Mr. O'Neill. She noted our future being very bright.

CITY ADMINISTRATOR REPORT:

City Administrator O'Neill echoed what other Councilmembers have said and hoped to hear from them on these important issues. He wished them all the best of luck and

congratulations to Mayor Benson for leading the organization in such a meaningful way and thanked her. He wished everyone happy holidays.

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Tabitha Baker, spoke to Council.

EXECUTIVE SESSION: None

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Jones. Motion **passed** with all voting in favor (6-0). The meeting ended at 9:55 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: 2026-2031 Parks Property Tax Levy Agreement with King County	Agenda Date: January 8, 2026 AB26-002	
	Mayor John Adler	
	City Administrator - Kevin O'Neill	
	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): +/- \$1.1 million in revenue	Police – Chief Kiblinger	
Fund Source: King County Parks Property Tax Levy	Public Works – Scott Hanis	X
Timeline: 2026-2031	Court – Judge Swain/Tawnya Parks	
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Resolution; Levy Agreement; King County Ordinance 19922; Parks Levy FAQs		
SUMMARY STATEMENT: In the August 2025 election, King County voters approved Proposition 1 which replaced an expiring property tax levy. This levy funds King County’s system of parks, trails and open space. Levy funding also goes to cities to fund park improvement projects. Each city receives an annual allocation based on the actual amount collected, assessed home valuations, and population. Annual amounts will change every year due to these factors. The current estimate for Black Diamond is \$1,167,233 over the six-year term (~\$194,539/year) depending on the factors mentioned earlier. These funds can be used on parks projects in the City. Unused funds can be carried over to the following year. Funds received from prior levies have been used on projects like the skatepark and funding the Parks, Recreation, and Open Space Plans (PROS Plan). New funding can be used on projects like the Ginder Creek Trail and Site Preparation project (CIP #P1), Eagle Creek Park (CIP #P5) and other projects identified in the CIP or PROS Plan. FISCAL NOTE (Finance Department): This is revenue for parks capital projects. King County Ordinance 19922 provides direction on approved uses and distribution criteria. The 2026 Budget had budgeted \$130,000 for 2026.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 26-1717 to Authorize the Mayor to Execute the 2026-2031 Parks Property Tax Levy Agreement with King County.**

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
January 8, 2026		

RESOLUTION NO. 26-1717

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE THE 2026-2031
PARKS PROPERTY TAX LEVY AGREEMENT WITH KING
COUNTY**

WHEREAS, King County voters approved King County Proposition 1 in August 2025 authorizing the renewal of a property tax levy for parks, trails, and open space; and

WHEREAS, this levy provides capital funding for individual cities to fund parks, trails, and open space projects; and

WHEREAS, this levy provides annual funding to the City; and

WHEREAS, unspent funds can be carried over to the following year; and

WHEREAS, Black Diamond has identified projects in the 2026-2031 Capital Improvement Plan that could use this funding; and

WHEREAS, the Parks Property Tax Levy Agreement sets the terms and conditions of the levy funds;

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

Section 1. The Mayor is hereby authorized to execute the 2026-2031 Parks Property Tax Levy Funding Agreement with King County, significantly in the form attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 8TH DAY OF JANUARY, 2026.

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk

PARKS PROPERTY TAX LEVY AGREEMENT

between

KING COUNTY & CITY OF BLACK DIAMOND

This Parks Property Tax Levy Agreement (“Agreement”) is made and entered by and between KING COUNTY, a political subdivision of the state of Washington (the “County”) and the City of Black Diamond, a State of Washington municipal corporation (“CITY”). The County and the City are singularly referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS

- A. The County owns and operates a system of regional and local parks and trails that consists of thirty-two thousand (32,000) acres of parklands and more than one hundred eighty-five (185) miles of regional trails. In addition, the County provides regional trails, regional recreational facilities, regional natural areas, regional parks, and local parks in unincorporated areas.
- B. Since 2003, on recommendation of the Metropolitan Parks Task Force and direction from the County Executive and County Council, the County's Parks and Recreation Division has focused on managing a system of regional parks, open spaces and trails and a limited set of regional active recreation assets. Consistent with its role as a regional and local rural service provider under Countywide Planning Policies and the State Growth Management Act, the County has divested itself of local parks and facilities in urban, unincorporated areas as these areas incorporate or annex to cities.
- C. On April 29, 2025, the King County Council adopted Ordinance 19922 which called for a special election in accordance with RCW 29A.04.321 to authorize a property tax levy in excess of the levy limitation contained in 84.55 RCW for a period of six (6) years for specified park purposes.
- D. On August 5, 2025, King County voters approved Proposition No. 1 Parks Levy that authorized an additional six year property tax levy at a rate of \$0.2329 per one thousand dollars of assessed valuation in the first year and limiting annual levy increases by the King County inflation plus population index published by the King County office of economic and financial analysis, or the chapter 84.55 RCW limitation, whichever is greater in years two through six for the purpose of maintaining and operating King County's open space system; improving parks, recreation, access, and mobility in King County by acquiring lands and continuing to develop and support parks, recreation facilities, and regional trails; improving parks and trails in and acquiring lands by metropolitan parks districts, towns and cities in King County; funding environmental education, maintenance and conservation programs at the Woodland Park Zoo; funding environmental education, maintenance and conservation programs at the Seattle Aquarium; funding development, maintenance, and programming for Seattle's Waterfront park; funding environmental and climate stewardship and education at Pacific Science Center; funding a capital project at Memorial Stadium; and funding capital improvements at public pools, for all King County residents.

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
 - A. “Annual Report” shall mean the annual report prepared by the CITY and provided to the County annually by May 31st beginning in 2027 setting forth a summary of CITY Projects for the preceding year, along with a complete financial accounting for the use of the CITY’S Share, along with a listing of all capital investments made at the CITY funded in whole or in part by County Levy Proceeds, and for the 2026 annual report the CITY shall identify the dollar amount of the CITY's Existing Funds.
 - B. “CITY” shall mean the City of Black Diamond, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.
 - C. “CITY Parks System” shall mean any building or other structure related to parks or recreation, parks, trails, open space, such as natural areas and resource or ecological lands and other parks or recreation property owned or otherwise under the jurisdiction of the CITY.
 - D. “City and Park District Proceeds” shall mean ten percent (10%) of the total County Levy Proceeds collected by King County, net the amounts specified and allocated in Ordinance 19922 Sections 5A-I, and any interest earnings on these funds.
 - E. “CITY Projects” shall mean CITY Parks System operations and capital improvement projects consistent with Ordinance 19922.
 - F. “CITY’S Share” shall mean the CITY’s proportionate share of the City and Park District Proceeds as authorized by Ordinance 19922 Section 5C and 5I, subject to County Council appropriation.
 - G. “County” shall mean King County, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.
 - H. “County Council” shall mean the County Council of King County, State of Washington.
 - I. “County Levy” means the annual King County property tax levy for park purposes imposed by the King County Council and authorized by Proposition No. 1 Parks Levy that was approved by the County voters on August 5, 2025 and replaced a levy expiring at the end of 2025.

- J. “County Levy Proceeds” shall mean the principal amount of the County Levy collected by the County.
 - K. “Executive” shall mean the King County Executive or their functional successor.
 - L. “Existing funds” shall have the meaning, as defined by RCW 84.55.050.
- 2. Term of Agreement. The term of this Agreement (the “Term”) shall be for a period commencing upon signature by both parties (the “Commencement Date”), and expiring on December 31, 2031 (the “Termination Date”).
 - 3. Receipt of County Levy Proceeds.
 - A. General Distribution. Each year the County shall distribute the CITY's Share to the CITY as authorized by Ordinance 19922, subject to County Council appropriation.
 - B. Receipt and Distribution of Levy Proceeds.
 - 1. Payment Schedule. Beginning in 2026 and through 2031, the County shall transfer the CITY's Share to the CITY on a semi-annual basis, generally in the months of May and November. The annual amounts transferred shall never exceed the CITY's proportionate share of the City and Park District Proceeds actually collected and appropriated by King County.
 - 2. Administrative Fee. The Parties agree that the County has authority to deduct a portion from City and Park District Proceeds for eligible expenditures related to the administration of the distribution of County Levy Proceeds, consistent with Ordinance 19922.
 - 4. Use of County Levy Proceeds. The CITY shall only use the transferred CITY'S Share for its CITY Projects. On or before May 31st of each year throughout the Term of this Agreement, the CITY shall provide the County with a copy of the Annual Report and provide any further documentation showing that the CITY'S Share was expended on CITY Projects. The CITY shall maintain financial records to account separately for the CITY'S Share.
 - 5. Representations and Warranties. The CITY represents and warrants that all of the CITY'S Share received by the CITY shall be used only for specific CITY Projects as defined in this Agreement. The CITY represents and warrants that all CITY Projects shall be consistent with the requirements in King County Ordinance 19922. The CITY represents and warrants that in addition to the CITY'S Share, the CITY shall annually expend on CITY Projects an amount equal to the CITY's Existing Funds.
 - 6. Title to Improvements. All appurtenances, fixtures, improvements, equipment, additions and other property attached to or installed in the CITY Park System during the Term shall

be and remain the properties of CITY and shall not be deemed property of the County under any circumstances.

7. Notices. All notices required to be given hereunder shall be in writing and either delivered personally or sent by certified mail to the appropriate address listed below, or at such other address as shall be provided by written notice. Notice shall be deemed communicated upon actual receipt. For convenience of the parties, copies of notices may also be given by other means; however, neither party may give official or binding notice except by personal delivery or by certified mail.

If to the CITY:

CITY's Contact and Title: _____

City Name: _____

Mailing Address: _____

City, State, Zip Code: _____

If to King County:

Warren Jimenez, Division Director
King County Parks and Recreation Division
Department of Natural Resources and Parks
201 South Jackson Street
Mailstop: KSC-NR-6500
Seattle, WA 98104
wjimenez@kingcounty.gov
kcparks.legalnotices@kingcounty.gov

8. Compliance with Laws. The CITY shall comply and conform with all applicable laws and all governmental regulations, rules, and orders.
9. CITY Agreement to Comply with Audit Finding or Repay. The CITY agrees that it is financially responsible for the lawful use of the levy funds distributed under this contract. The CITY agrees that if the State Auditor makes an audit finding that the levy funds have not been spent properly, the CITY shall comply with the State Auditor's audit finding and correct any improper expenditure or, at the sole discretion of the County, repay any indicated amounts to the County. This duty to comply with the audit finding or repay shall not be diminished or extinguished by the prior termination of this Agreement and shall survive the termination of this Agreement.
10. Miscellaneous.
- A. Liability of the County. The County's obligations to the CITY under this Agreement shall be limited to the terms and conditions set forth herein. Notwithstanding any other

provision in this Agreement to the contrary, in no event shall the County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including without limitation lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

- B. Dispute Resolution. In the event of a dispute between the CITY and the County regarding any term of this Agreement, the parties shall attempt to resolve the matter informally through the following mechanism: the CITY (reps.) or their respective designee(s), shall meet with County (reps) or their respective designee(s) to review and discuss the matter(s) in dispute; if the CITY (representatives) and County (representatives) are unable to reach a mutual resolution, the Executive and the mayor, or their respective designee(s) shall meet to review and discuss the matter(s) in dispute. If such persons are unable to resolve the matter informally, either party may submit the matter to a non-binding, structured mediation procedure fashioned by persons or organizations experienced in alternative dispute resolution (“ADR”) procedures. The mediation may be requested by any party and shall be initiated within thirty (30) days from the date of the request unless extended by the mutual agreement of both parties. The alternative dispute resolution procedures utilized for the mediation shall include the exchange of written claims and responses, with supporting information, at least seven (7) days prior to the actual mediation. The positions expressed and the mediator’s recommendations shall not be admissible as evidence in any subsequent ADR or legal proceeding. If the matter is submitted to mediation and the matter is not resolved, an affected party shall be entitled to pursue any legal remedy available. Any disputes involving the lawful expenditure of levy proceeds shall be resolved by King County Superior Court if the parties cannot agree.
- C. No Implied Waiver. No failure by either party hereto to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues (except in cases where this Agreement expressly limits the time for exercising rights or remedies arising out of a breach), shall constitute a waiver of such breach or of that party’s right to demand strict compliance such term, covenant or condition or operate as a surrender of this Agreement. No waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of either party hereto given in any instance under the terms of this Agreement shall not relieve the other party of any obligation to secure the consent of the other party in any other or future instance under the terms of this Agreement.
- D. Headings and Subheadings. The captions preceding the articles and sections of this Agreement and in the table of contents have been inserted for convenience of reference

and such captions in no way define or limit the scope or intent of any provision of this Agreement.

- E. Successors and Assigns. The terms, covenants, and conditions contained in this Agreement shall bind and inure to the benefit of the County and the CITY and, except as otherwise provided herein, their personal representatives and successors and assigns. There are no third party beneficiaries to this Agreement.
- F. Agreement made in Washington. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Washington. Venue of any action brought by one party against the other to enforce or arising out of this Agreement shall be in King County Superior Court.
- G. Integrated Agreement; Modification. This Agreement contains all the agreements of the parties hereto relating to the subject matter addressed herein, and cannot be amended or modified except by a written agreement approved by the King County Council and mutually executed between each of the parties hereto.
- H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- I. Time of Essence. Time is of the essence of each provision of this Agreement.
- J. Signage. For each completed capital project funded with County Levy Proceeds, the CITY shall install a permanent sign at a common access point of the park facility's premises that shall include the following language: **This project was funded (or as applicable, funded in part) with proceeds from the voter-approved King County Parks Levy in August 2025 under an Agreement with King County parks and Recreation Division.** If the CITY has not installed its own sign the City shall install a sign provided by the County.
- K. Reporting. The CITY should report major milestones, such as groundbreakings and opening dates, thirty (30) calendar days prior to such milestone to King County Parks and the King County councilmember who represents the CITY's County Council district. The CITY can mail or deliver reports to both King County Parks and the current King County Council councilmember at:

Warren Jimenez, Division Director
King County Parks and Recreation Division
Department of Natural Resources and Parks
201 South Jackson Street
Mailstop: KSC-NR-6500
Seattle, WA 98104
wjimenez@kingcounty.gov
kcparks.legalnotices@kingcounty.gov

Councilmember(s): _____
In care of King County Council Clerk
Room 1200
516 3rd Avenue
Seattle, WA 98104
clerk.council@kingcounty.gov

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date set forth below.

KING COUNTY, a Washington municipal
corporation

CITY OF BLACK DIAMOND, a Washington
municipal corporation

By _____

By _____

Its _____

Its _____

Date _____

Date _____

By authority of Ordinance No. 19922



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19922

Proposed No. 2025-0130.1

Sponsors Dembowski, von Reichbauer
and Backus

1 AN ORDINANCE providing for the submission to the
2 qualified electors of King County at a special election to be
3 held in King County on August 5, 2025, of a proposition
4 authorizing a property tax levy in excess of the levy
5 limitation contained in chapter 84.55 RCW for a period of
6 six consecutive years, at a total rate of not more than
7 \$0.2329 per one thousand dollars of assessed valuation in
8 the first year and limiting annual levy increases by the King
9 County inflation plus population index published by the
10 King County office of economic and financial analysis, or
11 the chapter 84.55 RCW limitation, whichever is greater in
12 years two through six for the purpose of maintaining and
13 operating King County's open space system; improving
14 parks, recreation, access, and mobility in King County by
15 acquiring lands and continuing to develop and support
16 parks, recreation facilities, and regional trails; improving
17 parks and trails in and acquiring lands by metropolitan
18 parks districts, towns and cities in King County; funding
19 environmental education, maintenance and conservation

Ordinance 19922

programs at the Woodland Park Zoo; funding
 environmental education, maintenance and conservation
 programs at the Seattle Aquarium; funding development,
 maintenance, and programming for Seattle's Waterfront
 park; funding environmental and climate stewardship and
 education at Pacific Science Center; funding a capital
 project at Memorial Stadium; and funding capital
 improvements at public pools, for all King County
 residents; repealing Ordinance 19914, Section 1, Ordinance
 19914, Section 2, Ordinance 19914, Section 3, Ordinance
 19914, Section 4, Ordinance 19914, Section 5, Ordinance
 19914, Section 6, Ordinance 19914, Section 7, Ordinance
 19914, Section 8, Ordinance 19914, Section 9, and
 Ordinance 19914, Section 10; and declaring an emergency.

STATEMENT OF FACTS:

1. King County owns and operates a system of regional and local parks
 and trails that consists of thirty-two thousand acres of parklands and more
 than one hundred eighty-five miles of regional trails. The county provides
 regional trails, regional recreational facilities, regional natural areas,
 regional parks, and local parks in unincorporated areas. Examples of
 regional and local county parks and trails include Marymoor park, Cougar
 Mountain Regional Wildland park, Steve Cox Memorial park, Dick

Ordinance 19922

42 Thurnau Memorial park, the Weyerhaeuser King County Aquatic Center,
 43 and the Sammamish River trail.

44 2. Parks, natural areas, and trails contribute to a high quality of life. A
 45 robust system of parks and trails provides: physical, social, and mental
 46 health benefits to individuals; economic opportunity through recreation
 47 and tourism; economic growth for private businesses that must attract and
 48 retain skilled workers; increased climate resilience; environmental benefits
 49 like clean water and healthy habitat; and cultural resource protection
 50 through open space conservation. King County's open space system
 51 provides all these benefits to King County residents and businesses.

52 3. Provision of urban green space, through parks or other investments
 53 such as street trees, is particularly important to achieve the benefits listed
 54 above. The addition of trees and plants to concrete-dominated urban areas
 55 can help reduce the higher ambient temperatures in those areas, which are
 56 anticipated to worsen as anthropogenic climate change progresses. That
 57 contributes to health and quality of life for nearby residents, in addition to
 58 providing additional capacity to sequester planet-warming greenhouse
 59 gases.

60 4. The 2002 Parks Business Transition Plan, adopted by the King County
 61 council and enacted by Ordinance 14509, became the blueprint for
 62 establishing the regional open space system we have today. Building on
 63 that blueprint, the county has adopted open space plans, which have
 64 provided the framework guiding King County in the acquisition, planning,

Ordinance 19922

65 development, stewardship, maintenance, and management of its complex
66 system of parks, regional trails, and acres of open space. The latest open
67 space plan was updated in 2022 and adopted by Ordinance 19501.

68 5. In implementing the open space plan, the parks and recreation division
69 of the department of natural resources and parks has successfully focused
70 its lines of business on regional parks and trails, backcountry trails, natural
71 areas, and local parks in unincorporated King County and has
72 implemented business practices that generate revenue from park system
73 assets by implementing or increasing user fees and establishing corporate
74 and community partnerships that enhance park amenities and leverage
75 public and private dollars to improve parks and increase access to parks.

76 6. Consistent with the recommendations of past parks-related task forces
77 and community advisory committees, the county has sought voter-
78 approved levies on four prior occasions: in 2003, enacted by Ordinance
79 14586, to provide maintenance and operating funding for the parks and
80 recreation division for 2004 through 2007; in 2007, enacted by Ordinance
81 15759, to provide funding for maintenance and operations as well as
82 funding for open space acquisition, regional trail development, the
83 Woodland Park Zoo and for King County towns and cities for use in their
84 open space acquisition and trail projects for 2008 through 2013; in 2013,
85 enacted by Ordinance 17568, to provide funding for maintenance and
86 operations as well as for open space acquisition, asset maintenance and
87 improvement, parks and trails projects, the Woodland Park Zoo and for

Ordinance 19922

88 King County towns and cities to use for their parks and recreation for
89 2014 through 2019; and in 2019, enacted by Ordinance 18890, to provide
90 funding for maintenance and operations as well as for open space
91 acquisition, asset maintenance and improvement, parks and trails projects,
92 the Woodland Park Zoo, the Seattle Aquarium, aquatic facilities, and for
93 King County towns and cities to use for their parks and recreation for
94 2020 through 2025. Voters approved the funding measures on all four
95 occasions that they were on the ballot. The voter-approved levies have
96 helped keep the open space system clean, safe, and open.

97 7. Tribal nations are comanagers with the county in managing our shared
98 public lands, waters, and resources. The county recognizes that this
99 relationship is informed and guided by the treaty rights, which many tribes
100 exercise within King County. The department of natural resources and
101 parks has undertaken many actions with tribes as comanagers in an effort
102 to foster mutual respect, and establish regular and meaningful
103 communication, cooperation, and consultation with tribal officials in
104 developing and executing state and King County policies that have tribal
105 implications. The county has an ongoing goal to strengthen the
106 government-to-government relationship with tribes that share territory
107 with and have interests in King County

108 8. The 2020 through 2025 voter-approved parks, trails, and open space
109 replacement levy provides approximately eighty-five percent of the
110 operating budget of the parks and recreation division, with approximately

Ordinance 19922

111 fifteen percent generated through business activities and entrepreneurial
 112 efforts. King County general fund support to the parks and recreation
 113 division was eliminated as of 2011.

114 9. The community partnerships and grants program enacted by Ordinance
 115 14509 enhances parks amenities by partnering with parks and recreation
 116 organizations. Since the inception of the community partnership and grant
 117 program in 2003, more than seventy projects representing more than
 118 seventy million dollars' worth of new, enhanced, or preserved public
 119 recreation facilities have been completed, with only twenty-two million
 120 dollars of King County capital investment.

121 10. The Woodland Park Zoo received distributions from the past three
 122 voter-approved levies to supplement zoo operating revenue for education
 123 and conservation programs, horticulture and maintenance, and capital
 124 improvements. Levy proceeds distributed to the zoo provided
 125 environmental education, programming and transportation focusing on
 126 accessibility for underserved areas, supported thousands of students-
 127 annually, and benefitted residents throughout King County. Levy
 128 proceeds also provided conservation and animal care for threatened
 129 Pacific Northwest species.

130 11. The Seattle Aquarium received distributions from the past voter-
 131 approved levy for capital costs for the Ocean Pavilion project to amplify
 132 the aquarium's existing global conservation efforts by bringing visitors
 133 face-to-face with tropical species native to the Coral Triangle and by

Ordinance 19922

134 housing approximately three thousand five hundred sustainably sourced
 135 tropical fish and invertebrates, including rays, sharks, mangroves, and up
 136 to thirty species of coral.

137 12. The Memorial Stadium project will create an innovative multi-
 138 purpose student and community events facility at Seattle Center. That
 139 transformative project will be led by Seattle Public Schools and the city of
 140 Seattle, providing an improved venue for local and regional sports and
 141 events.

142 13. The removal of the Alaskan Way Viaduct provided an unprecedented
 143 opportunity to create new green space in the heart of Seattle. The
 144 resulting waterfront park is a twenty-acre public space stretching from
 145 Belltown to Pioneer Square, providing the entire region lasting economic,
 146 social, and environmental benefits. Seattle's Waterfront park will link
 147 iconic attractions including Olympic Sculpture park, Pike Place Market,
 148 the Seattle Aquarium, the Colman Dock ferry terminal, Pioneer Square,
 149 stadiums, and surrounding neighborhoods.

150 14. King County towns and cities received funding from the past three
 151 voter-approved levies. In 2008 through 2013, towns and cities could use
 152 levy proceeds for open space and natural lands acquisition and
 153 development of town or city trail projects that supported connections to
 154 the regional trail system with distributions being contingent upon an equal
 155 or greater contribution of matching moneys from the recipient town or city
 156 for the same project. In the 2014 through 2019 and the 2020 through 2025

Ordinance 19922

157 levies, types of uses for the distribution to King County towns and cities
158 were broadened to provide flexibility and better meet the parks and
159 recreation needs of cities.

160 15. Parks levy oversight committees were established to monitor the
161 expenditures of the proceeds from the 2004 through 2007, 2008 through
162 2013, 2014 through 2019, and 2020 through 2025 levies. Annual
163 committee review has concluded that the county has complied with all
164 levy requirements.

165 16. During the 2008 through 2013, 2014 through 2019, and 2020 through
166 2025 levy periods, the process for developing, reviewing, and
167 recommending potential conservation futures tax and parks levy
168 acquisition projects has maximized acquisitions for open space, natural
169 lands, and regional trail rights of way due to the similar objectives for the
170 conservation futures tax and parks levy acquisition programs. Parks levy
171 open space funding distributed to King County is a critical component of
172 match for county applications for conservation futures tax funding. The
173 process for conservation futures tax outlined in K.C.C. 26.12.010
174 maintains transparency, accessibility, and consistency of the distribution
175 of conservation futures tax and parks levy acquisition funds for the public,
176 stakeholder groups, government agencies, and officials.

177 17. King County is growing rapidly as a region. In 2024, King County's
178 population increased by more than thirty thousand people; over the next
179 ten years, the county is expected to grow by another two hundred fifty

Ordinance 19922

180 thousand people. Recent trend reports indicate that participation in
181 outdoor recreation continues to grow, increasing by more than four
182 percent nation-wide in 2023. More and more people are using King
183 County parks and trails, which puts greater pressure on the system. As
184 development increases to accommodate population growth, the risk of
185 losing open space lands, including urban greenspaces throughout the
186 county grows. Those valuable lands contribute to King County residents'
187 high quality of life. The cost of land to accommodate this growth and
188 preserve open spaces is also increasing. Today is the opportune time to
189 address future needs of residents by investing in our parks and trails and
190 accelerating conservation of open space.

191 18. In King County, many communities have experienced a history of
192 inequitable and limited regional investments in parks, recreation, and open
193 space, limiting the ability of residents to lead healthy lives.

194 Approximately five hundred thousand King County residents live without
195 ready access to parks, recreation, and open spaces. There is a need to
196 address disparities in access to parks, recreation, and open space for
197 traditionally underserved areas and communities, including people with
198 disabilities. This ordinance provides an opportunity to address parks and
199 recreation needs of these traditionally underserved areas and communities,
200 including people with disabilities.

201 19. Recognizing growth in population, increased use of parks and trails
202 and the need to address disparities, to prepare the 2026 through 2031 levy,

Ordinance 19922

203 the parks and recreation division conducted outreach to obtain feedback on
204 the current park system and future parks and recreation needs for all King
205 County residents. In March and April 2024, parks and recreation division
206 staff conducted twenty-one in-person and virtual community engagement
207 events and hosted two online surveys across eight languages. Participants
208 represented all geographic areas of the county including towns and cities,
209 business, recreation, community, and environmental interests. More than
210 four thousand eight hundred people across all nine King County Council
211 districts participated in the surveys. Parks and recreation division staff
212 also met with towns and cities, parks districts, and key partners to receive
213 additional feedback about the levy.

214 20. Feedback from engagement events, online surveys, and meetings
215 showed support for the King County open space system and defined
216 measures of success. Four themes emerged as top priorities: safety and
217 belonging; new parks, trails, recreation, and infrastructure; equity,
218 representation, inclusion, and access; and maintenance, repairs, and
219 staffing. Feedback supported funding for King County towns' and cities'
220 parks and recreation programs; expansion of the regional trails system;
221 and natural lands conservation.

222 21. From January through July 2024, parks and recreation division staff
223 convened a Community Advisory Committee tasked with recommending
224 how to preserve King County's open space system of parks, trails, and
225 natural areas and resource lands after the 2019 through 2025 levy expires.

Ordinance 19922

226 The Community Advisory Committee also advised staff about how best to
227 meet the growing parks and recreation needs in King County and the
228 region. Representing King County Boards, cities, non-profit
229 organizations, community and environmental interests, businesses, and
230 sports, the Community Advisory Committee met nine times to provide
231 guidance on developing the 2026 through 2031 levy.

232 22. The King County executive took into consideration information
233 obtained from this engagement, the region's growing population, increased
234 use of parks and trails across King County, and the lack of parks,
235 recreation, and open space in some communities, and has put forth this
236 ordinance that acknowledges the changing landscape and the need to grow
237 the open space system to keep up with regional demand. This ordinance is
238 also consistent with the goals and priorities of past levy task forces.

239 23. This proposal would exempt low-income seniors, disabled veterans,
240 and other people with disabilities from the regular property tax increase on
241 their residences resulting from a levy authorized by this ordinance if they
242 have been approved for an exemption under RCW 84.36.381.

243 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

244 SECTION 1. Findings:

245 A. On April 15, 2025, the county council adopted Ordinance 19914 to submit to
246 the voters at a special election to be held in King County on August 5, 2025, a
247 proposition authorizing a property tax levy in excess of the levy limitation contained in
248 chapter 84.55 RCW. Commonly referred to as the "Parks Levy," if passed by the voters,

Ordinance 19922

249 among the eligible levy expenditures would be direct distributions to cities, towns, and
250 municipal park districts.

251 B. Ordinance 19914, as enacted, contained an incorrect cross reference in Section
252 4.I.3.c. that would preclude distribution of approximately ninety-one million dollars, over
253 the life of the levy, to towns and cities, which is contrary to the intent of the council, and
254 contained an incorrect cross-reference in Section 7.B. that would result in omitting an
255 intended reporting requirement.

256 C. In accordance with RCW 29A.04.321, in order to submit a levy proposition to
257 the voters at the special election to be held in King County on August 5, 2025, an
258 effective ordinance must be presented to the county's elections department no later than
259 May 2, 2025.

260 D. In order to meet that deadline, the council must take action on this ordinance
261 on an emergency basis to ensure that the voters have the opportunity to consider the
262 correct and intended levy proposal at the August special election. If the levy proposal is
263 passed by the voters, the proceeds from the levy will continue and expand support of not
264 only the King County's open space system, but also the parks, trails, open space, and
265 recreational programs of all the county's cities and towns, and some municipal park
266 districts, as well as making investments in environmental education, the Woodland Park
267 Zoo, the Seattle Aquarium, Seattle's Waterfront park, the Pacific Science Center, and the
268 construction of a revitalized Memorial Stadium.

269 E. This ordinance repeals and replaces Ordinance 19914. Except for the
270 correction of the cross-references in the subsections that are now Section 5.I.3. and

Ordinance 19922

271 Section 8.B. of this ordinance, and the additions of this Findings section, the repeal
272 section, and the emergency declaration, this ordinance is identical to Ordinance 19914.

273 SECTION 2. Definitions. The definitions in this section apply throughout this
274 ordinance unless the context clearly requires otherwise. For those definitions herein that
275 contain terms not defined but include a reference to the 2022 Open Space Plan adopted
276 by Ordinance 19501, or the provisions of the Growth Management Act, chapter 36.70A
277 RCW, then the definition or categorization found in the referenced document shall apply.

278 A. "Aquatic facilities grants program" means the program through which King
279 County provides moneys to publicly owned pools for: capital improvement projects,
280 including planning, feasibility studies, preconstruction and design, and construction; and
281 major maintenance repair or replacement projects.

282 B. "Ballfield access and preservation grant program" means the program through
283 which King County provides moneys to eligible entities to increase public access to
284 ballfields.

285 C. "Community partnerships and grants program" means the program through
286 which King County provides moneys to recreation-oriented groups, sports associations,
287 and community-based organizations to undertake any combination of developing,
288 operating, or maintaining a recreation facility or public park in unincorporated King
289 County and King County towns and cities for public benefit.

290 D. "Conservation" means protection of natural areas, as defined in the county's
291 open space plan, natural resource lands, categorized in RCW 36.70A.170, from
292 development through fee or easement acquisition, restoration of natural functions, and
293 administration of incentives for landowners that voluntarily preserve open space.

Ordinance 19922

294 E. "Conservation futures tax program" means the program defined in K.C.C.
 295 chapter 26.12.

296 F. "Educational and civic venues" means the Woodland Park Zoo, Seattle
 297 Aquarium, Memorial Stadium, Seattle's Waterfront park, and Pacific Science Center.

298 G. "Get active/stay active grant program" means the program through which the
 299 King County council provides councilmanic grant awards for youth or amateur sport
 300 activities or facilities.

301 H. "Healthy community and parks grants program" means the program through
 302 which King County provides moneys to eligible entities in order to achieve equitable
 303 opportunities and access to parks and recreation for traditionally underserved areas and
 304 communities, including people with disabilities, located in unincorporated King County
 305 and King County towns and cities.

306 I. "Levy" means the levy of regular property taxes for the specific purposes and
 307 term provided in this ordinance and authorized by the electorate in accordance with state
 308 law.

309 J. "Levy proceeds" means the principal amount of moneys raised by the levy, any
 310 interest earnings on the moneys, and the proceeds of any interim financing following
 311 authorization of the levy.

312 K. "Limit factor" means the most recent published King County office of
 313 economic and financial analysis King County inflation plus population index, or the
 314 limitation contained in chapter 84.55 RCW, whichever is greater.

315 L. "Open space system" means the categories of King County's open space
 316 system of parks, including recreation and multiuse sites, regional trails, natural areas, and

Ordinance 19922

317 natural resource lands. "Open space system" also includes structures or buildings owned
318 or otherwise under the jurisdiction of the parks and recreation division of the department
319 of natural resources.

320 M. "Open space" means any land defined as part of the open space system or a
321 parks district, town, or city parks system.

322 N. "Parks district" means the active metropolitan park districts under chapter
323 35.61 RCW and parks and recreation service areas under chapter 36.68 RCW in King
324 County.

325 O. "Town or city parks system" means any building or other structure related to
326 parks or recreation; parks, trails, natural areas, natural resource lands, and other parks or
327 recreation property owned or otherwise under the jurisdiction of a town or city within
328 King County.

329 **SECTION 3. Levy submittal to voters.** To provide necessary moneys for the
330 purposes identified in section 5 of this ordinance, the King County council shall submit to
331 the qualified electors of the county a proposition authorizing a regular property tax levy
332 in excess of the levy limitation contained in chapter 84.55 RCW for six consecutive
333 years, with collection commencing in 2026, at a rate not to exceed \$0.2329 per one
334 thousand dollars of assessed value in the first year of the levy period. The dollar amount
335 of the levy in the first year shall be the base upon which the levy amounts in year two
336 through six shall be calculated. In accordance with RCW 84.55.050, this levy shall be a
337 regular property tax levy subject to the limit factor.

338 **SECTION 4. Deposit of levy proceeds.** The levy proceeds shall be deposited
339 into a dedicated subfund of the parks and recreation fund, or its successor.

Ordinance 19922

340 **SECTION 5. Eligible expenditures.** If approved by the qualified electors of the
 341 county, levy proceeds shall be used for the following purposes:

342 A. Costs incurred by the county that are attributable to the special election called
 343 for in section 6 of this ordinance as well as future parks, recreation, trails, and open space
 344 levy elections;

345 B. Distributions to educational and civic venues, limited to the following
 346 facilities:

347 1. Up to forty million dollars for distribution to the Woodland Park Zoological
 348 Society which shall be used solely for: environmental education with an emphasis on
 349 accessibility to traditionally underserved areas and communities, including people with
 350 disabilities; horticulture and maintenance of buildings and grounds; conservation of
 351 threatened species; and development of conservation and education strategies to mitigate
 352 impacts to animals and habitats from climate change;

353 2. Up to twelve million dollars for distribution to the Seattle Aquarium which
 354 shall be used solely for: environmental education with an emphasis on accessibility to
 355 traditionally underserved areas and communities, including people with disabilities;
 356 maintenance of buildings and grounds; conservation of threatened species; and
 357 development of conservation and education strategies to mitigate impacts to animals and
 358 habitats from climate change;

359 3. Up to two million five-hundred thousand dollars for distribution to the city of
 360 Seattle, which shall be used solely for capital costs for the Memorial Stadium project;

Ordinance 19922

361 4. Up to six million dollars for distribution to the Pacific Science Center, which
 362 shall be used solely for capital or operations and maintenance purposes relating to
 363 environmental and climate stewardship and education; and

364 5. Up to six million dollars for distribution to the 501(c)(3) organization,
 365 registered with the Washington secretary of state under number 1133863 and known as
 366 Friends of Waterfront Park or its successor 501(c)(3) organization registered with the
 367 Washington secretary of state, which shall be used solely at Seattle's Waterfront park, and
 368 which shall be used solely for: accessibility to the park for traditionally underserved
 369 areas and communities, including people with disabilities; support for a clean and safe
 370 environment; free arts, culture, wellness, and recreation programming to all visitors; and
 371 development of inclusive community partnerships;

372 C. Twenty-five million twenty-five thousand dollars for a municipal parks capital
 373 and open space pass through distribution to towns and cities in King County for their
 374 town or city parks system operations and capital improvement projects. These moneys
 375 shall be distributed based on 2025 population and presence of opportunity areas as
 376 defined in K.C.C. 26.12.003.J.1., as follows:

- 377 1. Algona and Pacific – two hundred fifty thousand dollars each;
- 378 2. Enumclaw – five hundred thousand dollars;
- 379 3. Tukwila, SeaTac, Des Moines, and Burien – one million dollars each;
- 380 4. Auburn, Federal Way, Renton, and Kent – one million nine-hundred fifty
 381 thousand dollars each;
- 382 5. Seattle – two million eight-hundred thousand dollars;

Ordinance 19922

383 6. Skykomish, Beaux Arts Village, Hunts Point, Yarrow Point, Milton,
384 Carnation, Medina, Clyde Hill, Normandy Park, Black Diamond, North Bend, and Duvall
385 – one hundred twenty-five thousand dollars each;

386 7. Lake Forest Park, Newcastle, Woodinville, and Snoqualmie – two hundred
387 fifty thousand dollars each;

388 8. Covington, Kenmore, Mercer Island, Maple Valley, Bothell, Issaquah,
389 Shoreline, and Sammamish – five hundred thousand dollars each; and

390 9. Redmond, Kirkland, and Bellevue – nine hundred seventy-five thousand
391 dollars each.

392 D. Up to sixty-eight million dollars for aquatic facilities, limited to the following:

393 1. Up to forty-six million dollars for the aquatic facilities grant program; and

394 2. Up to twenty-two million dollars for the Weyerhaeuser King County Aquatic
395 Center for major maintenance capital projects;

396 E. Up to ten million dollars for the Get Active/Stay Active grant program, to be
397 divided evenly among the nine council districts;

398 F. At least thirty million dollars for distribution to eligible entities for the healthy
399 communities and parks grant program;

400 G. Up to twelve million five-hundred thousand dollars for distribution to eligible
401 entities for the community partnerships and grants program;

402 H. Up to thirteen million five-hundred thousand dollars for distribution to eligible
403 entities for the ballfield access and preservation grant program;

404 I. The remainder of levy proceeds for the following purposes:

Ordinance 19922

- 405 1. forty percent of levy proceeds for maintenance and operations of King
 406 County's open space system;
- 407 2. fifty percent of levy proceeds for:
- 408 a. Acquisition, conservation, and stewardship of additional open space,
 409 including urban greenspaces, natural areas, natural resource lands, and rights of way for
 410 regional trails;
- 411 b. Acquisition of rights of way for and development of regional and other
 412 publicly owned trails; and
- 413 c. Capital improvement projects and major maintenance repair or replacement
 414 of open space system infrastructure, town and city parks system infrastructure, and
 415 recreation facilities owned or operated by a 501(c)(3) nonprofit organization;
- 416 3. Ten percent of levy proceeds for distribution to towns, cities, and parks
 417 districts in King County for their town or city parks system operations and capital
 418 improvement projects, of which amount:
- 419 a. Seventy-five thousand dollars shall be distributed annually to each town and
 420 city, and to each of the following parks districts that predominantly serve unincorporated
 421 King County: Fall City Metropolitan Park District; Si View Metropolitan Park District;
 422 and Vashon Park District;
- 423 b. An additional fifty-thousand dollars shall be distributed annually to each
 424 town and city with a population of over four thousand; and
- 425 c. Of the remainder of levy proceeds, after the distributions made in
 426 accordance with subsection I.3.a. and b. of this section, sixty percent shall be distributed

Ordinance 19922

in proportion to each town or city's population and forty percent shall be distributed in proportion to the assessed value of parcels within each town or city;

4. Of the levy proceeds distributed to entities other than King County, a portion shall be retained by the county to be used for expenditures related to administration of the distribution of levy proceeds. Eligible administrative expenditures shall include all costs and charges to the parks and recreation division or the county associated with or attributable to the purposes listed in this section as well as sections 7 and 8 of this ordinance.

SECTION 6. Call for special election. In accordance with RCW 29A.04.321, the King County council hereby calls for a special election to be held in conjunction with the primary election on August 5, 2025, to consider a proposition authorizing a regular property tax levy for the purposes described in this ordinance. The King County director of elections shall cause notice to be given of this ordinance in accordance with the state constitution and general law and to submit to the qualified electors of the county, at the said special county election, the proposition hereinafter set forth. The clerk of the council shall certify that proposition to the King County director of elections in substantially the following form, with such additions, deletions or modifications as may be required for the proposition listed below by the prosecuting attorney:

King County

Proposition No. 1

Parks, Recreation, Trails, and Open Space Levy

The King County council adopted Ordinance _____ replacing the expiring parks levy.

If approved, this proposition supports county, city, park district, and town parks, open

Ordinance 19922

450 space, and trails; recreation; public pools; and educational and civic venues. It authorizes
 451 an additional six-year property tax beginning in 2026 at \$0.2329 per \$1,000 of assessed
 452 valuation, uses the 2026 levy amount to compute annual increases in 2027-2031 by the
 453 King County inflation plus population index or chapter 84.55 RCW limitation, whichever
 454 is greater, and exempts qualifying seniors, veterans, and disabled persons under RCW
 455 84.36.381. Should this proposition be:

456 Approved? _

457 Rejected? _

458 SECTION 7. Distributions. Before distribution of levy proceeds to an entity
 459 other than King County, the receiving entity and the county shall have fully executed a
 460 contract setting forth the terms and conditions, including the applicable eligible purpose
 461 or purposes identified in section 5 of this ordinance, under which the entity is receiving a
 462 distribution of levy proceeds.

463 SECTION 8. Parks levy oversight board established.

464 A. If the proposition in section 6 of this ordinance is approved by the qualified
 465 electors of King County, a parks levy oversight board shall be appointed by the
 466 executive. The board shall consist of nine members. By March 31, 2026, each
 467 councilmember shall nominate a candidate for the board who resides in the
 468 councilmember's district. If, by March 31, 2026, the executive does not appoint the
 469 person nominated by a councilmember, the executive must request that the
 470 councilmember should, by June 30, 2026, nominate another candidate for appointment.
 471 Members shall be confirmed by the council. Members may not be elected or appointed

Ordinance 19922

officials of any unit of government, except that individuals serving in a civic capacity on a local board or commission would be eligible to serve on the parks levy oversight board.

B. The board shall review the allocation of levy proceeds and progress on achieving the purposes of this proposition. On or before December 31, 2027, the board shall review and report to the King County executive, the King County council and the regional policy committee on the expenditure of levy proceeds for 2026. Thereafter, the board shall review and report to the King County executive, the King County council and the regional policy committee annually. Each report shall include an accounting of levy spending by King County council district and ZIP Code, grouped by purposes described in section 5.B. through I.3. of this ordinance. Any report to the King County council under this section shall be electronically filed with the clerk of the council, who will retain an electronic copy and provide an electronic copy to all councilmembers, the council chief of staff, and the chief policy officer. The board expires December 31, 2032.

SECTION 9. Exemption. The additional regular property taxes authorized by this ordinance shall be included in any real property tax exemption authorized by RCW 84.36.381.

SECTION 10. Ratification. Certification of the proposition by the clerk of the King County council to the director of elections in accordance with law before the election on August 5, 2025, and any other acts consistent with the authority and before the effective date of this ordinance are hereby ratified and confirmed.

SECTION 11. The following are hereby repealed:

A. Ordinance 19914, Section 1;

B. Ordinance 19914, Section 2;

Ordinance 19922

495 C. Ordinance 19914, Section 3;
496 D. Ordinance 19914, Section 4;
497 E. Ordinance 19914, Section 5;
498 F. Ordinance 19914, Section 6;
499 G. Ordinance 19914, Section 7;
500 H. Ordinance 19914, Section 8;
501 I. Ordinance 19914, Section 9; and
502 J. Ordinance 19914, Section 10.

503 SECTION 12. Severability. If any provision of this ordinance or its application
504 to any person or circumstance is held invalid, the remainder of the ordinance or the
505 application of the provision to other persons or circumstances is not affected.

506 SECTION 13. The county council finds as a fact and declares that an emergency

Ordinance 19922

- 507 exists and that this ordinance is necessary for the immediate preservation of public peace,
508 health or safety or for the support of county government and its existing public institutions.

Ordinance 19922 was introduced on 4/29/2025 and passed by the Metropolitan King County Council on 4/29/2025, by the following vote:

Yes: 7 - Balducci, Barón, Dembowski, Mosqueda, Quinn, von Reichbauer and Zahilay

No: 1 - Dunn

Excused: 1 - Perry

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Signed by:



1AEA3C5077F8485...

Girmay Zahilay, Chair

ATTEST:

DocuSigned by:



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Melani Hay, Clerk of the Council

Attachments: None

Certificate Of Completion

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Signer Events

Girmay Zahilay

girmay.zahilay@kingcounty.gov

Council Chair

Security Level: Email, Account Authentication (None)

Signature

Signed by:

Girmay Zahilay

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Timestamp

Sent: 4/29/2025 3:48:25 PM

Viewed: 4/29/2025 4:24:06 PM

Signed: 4/29/2025 4:24:20 PM

Signature Adoption: Pre-selected Style

Using IP Address: 71.227.166.164

Electronic Record and Signature Disclosure:

Accepted: 4/29/2025 4:24:06 PM

ID: 3252c430-80ee-4962-b301-78f9e0281b25

Melani Hay

melani.hay@kingcounty.gov

Clerk of the Council

King County Council

Security Level: Email, Account Authentication (None)

DocuSigned by:

Melani Hay

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/29/2025 3:48:25 PM
Certified Delivered	Security Checked	4/30/2025 7:33:04 AM
Signing Complete	Security Checked	4/30/2025 7:33:16 AM
Completed	Security Checked	4/30/2025 7:33:16 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County-Department of 02 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact King County-Department of 02:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 of your new email address

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

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

To request paper copies from King County-Department of 02

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

To withdraw your consent with King County-Department of 02

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.



2026-2031 King County Parks Levy

FAQs

Last updated: November 24, 2025

What can towns and cities use levy funds towards in the 2026-2031 King County Parks Levy?

Direct pass-through levy funds distributed to towns and cities from the 2026-2031 King County Parks Levy can be used for parks system operations and capital improvement projects within a town or city's parks system. The "parks system" refers to any building or other structure related to parks or recreation, park areas, trails, open space, natural areas, resource or ecological lands, and other parks or recreation property owned or otherwise under the jurisdiction of the town or city.

The criteria for eligible expenditures is broad and flexible in order for towns/cities to best serve their local communities, meet the specific needs of their constituents, and improve natural areas unique to their parks systems. Expenditures that would traditionally fall under a park maintenance/operations budget or a dedicated budget for a parks capital improvement program are considered good candidates for levy-funded projects and activities. Other types of expenditures which support parks system operations and capital improvement projects could also be considered eligible as long as the expenses support parks-related projects/activities. This includes but is not limited to salary/benefits for personnel, vehicles for parks operations, and equipment for parks employees. For questions about eligible expenditures please contact Grayson Court, Parks Levy Manager: gcourt@kingcounty.gov, 206-477-9229 (work phone), 206-247-9324 (cell phone).

By signing the Parks Property Tax Levy Agreement towns and cities agree they are financially responsible for the lawful use of the levy funds distributed under the agreement.

Can our town/city wait to use our distribution of levy funds until the following year?

Yes. Towns and cities can carry forward unused levy funds from the 2026-2031 King County Parks Levy to the next year to accumulate funds for future planned projects and/or activities. If unused funds are being carried over to a future year the town or city must describe the specific project (such as project name, high-level details, etc.) as well as expected completion date(s).

What are the reporting requirements for towns and cities?

The annual report is prepared by the town or city and provided to King County Parks by May 31st of each year setting forth a summary of projects from the preceding year along with a complete financial accounting for the use of the levy funds from the 2026-2031 King County Parks Levy. This includes a listing of all capital investments made in the town or city funded in whole or in part by levy proceeds. In addition, towns and cities must provide any further documentation that shows that the levy funds were expended on projects and/or activities as described in the Parks Property Tax Levy Agreement.

Are there signage requirements for using parks levy funds?

Yes. For each completed capital project funded with county levy proceeds, the town or city shall install a permanent sign at a common access point of the park facility's premises that shall include the following language: *"This project was funded (or as applicable, funded in part) with proceeds from the voter-approved King County Parks Levy in August 2025 under an Agreement with King County parks and Recreation Division"*. There is no template or standard for the design of this signage requirement so a town or city may design the sign based on existing standards within the parks system, or however the town or city chooses. If a town or city has not installed its own sign the county will provide its own signage to be installed.

There are strict conditions for the use of a King County Parks logo but this is not a signage requirement. If the town or city chooses to include a King County Parks logo please contact Grayson Court, Parks Levy Manager, for details: gcourt@kingcounty.gov, 206-477-9229 (work phone), 206-247-9324 (cell phone).

Are towns and cities required to notify King County when a major milestone or opening date is planned for a parks capital project?

Yes, but only if the parks capital project has been funded with county levy proceeds. For each capital project funded with county levy proceeds from the 2026-2031 King County Parks Levy, the town or city must report to King County Parks and their King County Councilmember major milestones, such as groundbreakings and opening dates, thirty (30) days prior to such milestone. The town or city must deliver reports to both King County Parks and their King County Councilmember. Notifications to King County Parks may be sent to gcourt@kingcounty.gov and notifications to King County Councilmembers can be sent directly to the Councilmember's office or to clerk.council@kingcounty.gov.

Section 5.C of Ordinance 19922 identifies a specific amount of levy funding to my town/city. When is that funding provided and what can it be spent on?

Section 5.C is a repurposed source of levy funding for all towns and cities. Section 5.C replaces the expiring Parks Capital and Open Space grant program and provides funding directly to towns and cities using a formula based on population and other factors. The amount identified for each town and city will be distributed equally across all six years of the levy and will be combined with the traditional, direct pass-through funding towns and cities currently receive (described in Section 5.I.3). The criteria for eligible levy expenditures identified in Section 5.C is the same as the traditional, direct pass-through funding to towns and cities described in Section 5.I.3.

Must a town or city maintain financial records to account separately for their share of the 2026-2031 King County Parks Levy proceeds?

Yes.

Must a town or city report unused funds from previous King County parks levies?

Yes.

Must a town or city provide a complete financial accounting for the use of their share of levy proceeds?

Yes. A town or city must provide King County a summary of projects for the preceding year along with a "...complete financial accounting..." for the use of their share. This could be in a form of a report generated by a town or city's finance system (Oracle, Springbrook, Munis, Dynamics, etc.) which shows how the levy funds are received as revenue and used when there are expenditures using levy proceeds

from the 2026-2031 King County Parks Levy. Below are some examples of financial reports that can be included:

- Revenue:
 - Account Information Report
 - Account Detail History
 - Accounting History
 - Account Ledger Export
 - Detail Report: Account Detail
 - General Ledger: Account Detail Report
 - General Ledger: Detailed Trial Balance
 - General Ledger: Line Details
 - Income Statement: Account Summary
 - Revenue Detail Activity
 - Revenue Detail Report
 - Revenue Status Report
 - Transaction Journal
- Expenditures:
 - Account Activity Report
 - Account Detail History
 - Detail Report: Account Detail
 - Expenditure Status Report
 - General Ledger: Account Detail Report
 - General Ledger: Detail Report
 - General Ledger: Detailed Trial Balance
 - General Ledger: Line Details
 - Transaction Journal
 - Year-to-Date Budget Report

What is the King County Parks Levy Oversight Board?

The King County Parks Levy Oversight Board consists of nine members who are nominated by a member of the King County Council representing their respective district then confirmed by the whole council. The mission of the Board is to review and report to the County Executive and King County Council on the allocation of King County Parks Levy proceeds and the progress on achieving the purposes of the Parks Levy ballot proposition. Specifically, the Levy Oversight Board is to confirm that the levy proceeds have been expended consistent with the requirements of King County Ordinance 19922, which outlines eligible expenditures and the specific use of levy proceeds including towns and cities in King County. King County Parks staff present reports, including information provided by towns and cities in their annual reports, to the Board for review and confirm if towns and cities receiving parks levy proceeds have complied with the levy spending requirements.

When are parks levy funds distributed to towns and cities?

King County transfers to each town and city their share of the levy proceeds over the course of the year, generally in the months of May, August and November.

How much does my town/city expect to receive from the King County Parks Levy each year?

It's difficult to provide an exact amount each year because a town or city's share of the levy proceeds is dependent upon several factors, including but not limited to population estimates, assessed property values, and tax collection. For estimated forecasts based on the adopted pass-through funding model

please contact Grayson Court, Parks Levy Manager: gcourt@kingcounty.gov, 206-477-9229 (work phone), 206-247-9324 (cell phone).

What if we have more questions about the 2026-2031 King County Parks Levy and/or we would like to showcase the exciting work that our town or city is doing with levy funds?

Please contact Grayson Court, Parks Levy Manager, for any questions about the parks levy or to schedule a site visit: gcourt@kingcounty.gov, 206-477-9229 (work phone), 206-247-9324 (cell phone).

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution Authorizing the Mayor to Execute Amendment No. 2 to the City's Professional Services Agreement with AHBL for additional planning services	Agenda Date: January 8, 2026	
	AB26-003	
	Mayor John Adler	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Andy Williamson	X
	Finance – Xavier Mason	
	MDRT/Eco Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note)\$142,600.00	Public Works – Scott Hanis	
Fund Source: 2026 Budget	Court – Judge Swain/Tawnya Parks	
Timeline: January-June 1, 2026		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Attachment A - Contract Amendment No. 2 Scope of Work; Original Contract;		
SUMMARY STATEMENT: The Community Development Department requires the use of professional on-call planning services to timely review and process various tasks and for long-range planning needs, consistent with state law and City code. To meet these needs, the Community Development Department contracts with AHBL, Inc., to provide essential, on-call planning services. With recently adopted changes to state land use regulations, the City now requires additional planning services from AHBL to timely and effectively meet its obligations to review and revise the City's development regulations, including the zoning map and sensitive area codes, to comply with state law. Accordingly, the Community Development Department requests approval of an amendment to the AHBL contract to add an additional \$142,600 in spending authorization for completion of the tasks (Tasks 10 through 16 and Task 90) listed in this agenda bill and attached resolution. The tasks include: Task 10 – Additional Review of Public Comments and Other Plan Edits Task 11 – Additional Public Meetings Task 12 – Development Regulations Task 13 – Sensitive Areas Ordinance Task 14 – Sensitive Areas Ordinance Best Available Science (BAS) Task 15 – Pre-adoption Facilitation Task 16 – Development Regulations Adoption Services (including SEPA) Task 90 – Expenses The requested amendment would also extend the contract term through June 30, 2026, to complete the revised scope of work. FISCAL NOTE (Finance Department): The 2026 budget includes funds for this service		

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 26-1718, authorizing the Mayor to execute Amendment No. 2 to the professional services agreement with AHBL, Inc., for additional professional planning services.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
January 8, 2026		

RESOLUTION NO. 26-1718

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT
NO. 2 TO THE CITY'S PROFESSIONAL SERVICES
AGREEMENT WITH AHBL TO PROVIDE ADDITIONAL
PLANNING SERVICES**

WHEREAS, the Black Diamond Municipal Code needs to be updated to comply with recently enacted state land use laws and permit processing requirements, and

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

WHEREAS, consultants with AHBL, Inc., are currently providing on-call professional planning services to the Community Development Department pursuant to a contract that was previously approved on February 2, 2023, via Resolution No. 23-1532 and amended on January 2, 2025 via Resolution No. 25-1652; and

WHEREAS, the Community Development Department requires additional assistance from AHBL to timely and effectively review and update the City's development regulations, including its zoning map and sensitive areas codes, to assure compliance state law; and

WHEREAS, AHBL has identified the additional scope of work, cost, and timeline needed to complete these essential tasks, as described in the proposed Amendment No. 2 to the AHBL contract, attached to this resolution as Attachment A;

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

Section 1. The Mayor is hereby authorized to execute Amendment No. 2 to the professional services contract between the City and AHBL to add the additional tasks described therein, to increase the amount of compensation payable under the contract by \$142,600.00, and to extend the term of the contract to June 30, 2026, all as set forth substantially in the form shown in Attachment A hereto.

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**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
AT A SPECIAL MEETING THEREOF, THIS 8TH DAY OF JANUARY, 2026.**

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk

AHBL, Inc.
Contract Amendment #2
Scope and Budget

The contract is amended to add \$142,600 to the original contract amount to cover the extended scope and the term of the contract is extended to June 30, 2026, as follows:

Task 10 Additional Review of Public Comments and Other Plan Edits

Work under Task 10 involves consultant responses to public comments received during the City Council's extension of the public comment period associated with the public hearing as well as responses to oral comments from the public hearing.

The authorized amount for Task 10 services is not to exceed \$21,500.

Task 11 Additional Public Meetings

The project scope is adjusted to reflect the preparation for and attendance at additional meetings before the Planning Commission and City Council that exceeded the two meetings with each body that were included within our original scope of work.

We have already participated in nine additional meetings and hearings before the Planning Commission and City Council beyond the four that were in our original budget.

The authorized amount for Task 11 services is not to exceed \$36,900.

Task 12 Development Regulations

Work under Task 12 involves the preparation of development code updates to address recent legislation enacted by the Washington State Legislature. Development regulations addressing unit lot subdivisions (SB 5258), residential parking standards (HB 6015), and co-living standards (HB 1988) as well as minor updates to the City's permit processing regulations to address the trailer bill to SB 5290.

The authorized amount for Task 12 services is not to exceed \$12,800.

Task 13 Sensitive Areas Ordinance

13.1: PROJECT INITIATION AND EVALUATION (AHBL)

Following project kick-off, the consultant team will summarize and evaluate the Best Available Science relevant to the protection of sensitive areas in Black Diamond. This foundational work is necessary to

inform the preparation of proposed amendments to the sensitive areas regulations. In this phase the project team will also identify the gaps between the city's current sensitive areas regulations (last amended in 2021) and current legislative requirements and the latest Ecology guidance to form the basis for revisions.

Deliverables:

- Agenda / Meeting Summary for the project kick-off meeting
- An evaluation report consisting of:
 - Memo outlining the Best Available Science (BAS)
 - Cover memo summarizing key gaps in the City's sensitive areas regulations and recommendations for updates, accompanied by a completed draft copy of the most recently published Critical Areas Checklist by Commerce

13.2: REVISE AND REPORT (AHBL)

In this task, staff with AHBL and Herrera Environmental Consultants will present relevant findings from our work from Task 13.1 to a variety of groups and individuals with an interest in environmental protection in the city through presentations/briefings to the Black Diamond Planning Commission and City Council. A central component of this effort will be to convey why these regulations matter, and draw a connection between regulatory requirements and permitting, emphasizing outcomes and environmental protection. We will know we have succeeded in this task if participants at the briefings can attest that they feel informed and have gained a better understanding as to how the sensitive areas regulations connect to other City plans and policies, and how the sensitive areas regulations set out standards and processes which help preserve Black Diamond's natural environment, protect against risks like flooding, maintain habitat, and protect groundwater.

Deliverables:

- Updated Evaluation Report (following receipt of City staff comments)
- Materials Prepared for Planning Commission Meeting #1 and City Council Meeting #1
- A preliminary draft of the sensitive areas regulations with redline changes for discussion with City staff

13.3: 90% DRAFT AMENDMENTS (AHBL)

The purpose of this phase is to prepare 90% complete documents for further review and discussion, together with a SEPA environmental checklist, and engage with the public about the proposed changes.

Deliverables:

- Ninety percent (90%) complete documents; these are the documents to be initially presented publicly
 - Line in/ line out edits (with comments / annotations) proposed to the Sensitive Areas Regulations at Chapter 19.10 BDMC
 - Completed SEPA Checklist and determination (likely a DNS)
- Materials prepared for meetings of the Planning Commission and City Council

13.4: FINAL REVISIONS (AHBL)

This task will involve synthesizing comments and feedback to inform final edits to the proposed sensitive

areas regulations. For comments and feedback that are not incorporated we will document a response.

Deliverables:

- A final version of the sensitive areas regulations proposed for adoption
- A companion memo will summarize the comments received from staff, from state agencies, and other participants and demonstrate how the comments were or were not incorporated into the final proposed sensitive areas regulations.

13.5: ADOPTION PHASE (AHBL)

This task is a crucial step where comments and feedback are synthesized and used to inform final edits to the proposed sensitive areas regulations. For comments and feedback that are not incorporated we will document a response. Our objective in this phase is to document the basis for the proposed changes, and outline the procedural requirements and steps taken to prepare the City Council for legislative action.

Deliverables:

- A companion memo summarizing the comments received from staff, from state agencies, and other participants and demonstrate how the comments were or were not incorporated into the final proposed sensitive areas regulations.
- Preparation of a staff report to accompany the adoption phase services before the Planning Commission and City Council.
- Preparation for and attendance at up to two meetings/hearings before the Planning Commission and up to two meetings/hearings before the City Council.

The authorized amount for Task 13 services is not to exceed \$18,800.

Task 14 Sensitive Areas Ordinance Best Available Science (BAS)

This scope of work includes a description of each task including activities, assumptions, deliverables, and costs associated with different actions to support the City of Black Diamond with amendments to its sensitive areas regulations. We understand that this work will occur in tandem with AHBL, who will take the lead in preparing the amended standards that will be based on the BAS evaluation performed by Herra Environmental Consultants staff.

14.1: PROJECT INITIATION AND EVALUATION

This task includes all project management, including the production of monthly invoices throughout the duration of the project. This task includes a virtual, one-hour kick-off meeting with the City and AHBL.

Following project kick-off, we will summarize and evaluate the most current Best Available Science relevant to the protection of sensitive areas in Black Diamond. This foundational work is necessary to guide the preparation of proposed amendments to the sensitive areas regulations to reflect and incorporate the BAS. In this phase the project team will also identify the gaps between the city's current sensitive areas regulations (last amended in 2021) and current legislative requirements and the latest Ecology guidance to form the basis for revisions. The BAS summary will be in the form of an annotated bibliography.

Deliverables

- Monthly invoices
- Draft and final annotated bibliography
- Gaps analysis input via email

14.2: REVISE AND REPORT

In this task, we will present relevant findings from our work from Task 1 to a variety of groups and individuals with an interest in environmental protection in the City. A central component of this effort will be to convey why these regulations matter, and draw a connection between regulatory requirements and permitting, emphasizing outcomes and environmental protection. In so doing, Herrera will present the answer questions on the final annotated bibliography at up to two virtual meetings with City staff and City-identified stakeholders.

Deliverables and Schedule

- Attendance of one Herrera staff at up to two, one-hour, virtual meetings with City staff

14.3: DRAFT AMENDMENTS

The purpose of this task is to prepare 90% complete documents for further review and discussion. This will include up to two rounds of review of the proposed line-in/line-out changes to the City's sensitive areas regulations (via email).

Deliverables

- Comments on the final line-in/line-out changes to the City's sensitive areas regulations

14.4: FINAL REVISIONS

In this task we will revise the 90% complete documents for use during the adoption phase of the project. This will include up to two rounds of review of the proposed line-in/line-out changes to the City's sensitive areas regulations (via email).

Deliverables

- Comments and revisions to line-in/line-out 90% draft of the sensitive areas regulations in support of AHBL's authorship of the proposed amendments.

14.5: ADOPTION PHASE

Herrera Environmental Consultants staff will prepare for and participate in public hearings before the City's Planning Commission and City Council. This scope of work assumes preparation for and virtual participation in one hearing before each body.

Deliverables

- Preparation for and virtual participation in one public hearing before the Planning Commission.
- Preparation for and virtual participation in one public hearing before the City Council.

The authorized amount for Task 14 services is not to exceed \$17,600.

Task 15 Pre-adoption Facilitation

Work under Task 15 involves public outreach, briefings and study sessions with the Planning Commission and City Council, and coordination with stakeholders associated with the preparation of code amendments to facilitate consistency between the City's Municipal Code and development standards and the City's Comprehensive Plan.

The authorized amount for Task 15 services is not to exceed \$19,100.

Task 16 Development Regulations Adoption Services (including SEPA)

Work under Task 16 involves preparation for and participation in two public study sessions/hearings before the Planning Commission and preparation for and participation in two public study sessions/hearings before the City Council. Work under this task also includes the preparation of a non-project SEPA Environmental Checklist, preparation of public notices, and preparation of the environmental determination.

The authorized amount for Task 16 services is not to exceed \$11,700.

Task 90 Expenses

Expenses related to travel, copies, etc. billed on a time and expense basis.

TASK NAME	FEE
Task 10 Additional Review of Public Comments and Other Plan Edits*	\$21,500
Task 11 Additional Public Meetings*	\$36,900
Task 12 Development Regulations	\$12,800
Task 13 Critical Areas Ordinance (including BAS and adoption phase)	\$39,600
Task 14 Pre-adoption Facilitation	\$19,100
Task 15 Development Regulations Adoption Services (including SEPA)	\$11,700
Task 90 Expenses	\$1,000
TOTAL	\$142,600

**Already completed*

AGREED TO AND ACKNOWLEDGED BY:

CITY OF BLACK DIAMOND	AHBL, INC.
By: _____ Mayor	By: _____ Name: _____ Dated: _____

RESOLUTION NO. 23-1532

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY,
WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE
PROFESSIONAL SERVICES AGREEMENTS WITH AHBL,
INC. AND PARAMETRIX TO ASSIST IN THE 2024
PERIODIC UPDATE TO THE CITY'S COMPREHENSIVE
PLAN**

WHEREAS, the City of Black Diamond is required to complete a periodic update the City's Comprehensive Plan by December 31, 2024; and

WHEREAS, the City of Black Diamond's Comprehensive Plan was last updated in May 2019 (2015-2035 plan) under Ordinance 19-1121 and includes Housing, Land Use, Transportation, Natural Environment, Parks and Recreation, Economic Development, Capital Facilities and Utilities Elements, and

WHEREAS, all elements of the Comprehensive Plan shall be consistent with each other, the King County Planning Policies, PSRC VISION 2050, and the Growth Management Act; and

WHEREAS, Washington State has new regulations that require updates to the plan that include an equity lens applied to all goals and policies, provisions to plan for and accommodate low-income housing throughout State-designated bands of income, and active engagement with Tribes; and

WHEREAS, the City issued a Request for Qualifications (RFQ) to local firms on October 27, 2022 and the AHBL team was selected to provide services to update the City's Comprehensive Plan through a competitive review of statements of qualifications;

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

Section 1. The Mayor is hereby authorized to execute Professional Services Agreements with AHBL, Inc. and Parametrix for Comprehensive Plan support in an amount "not to exceed" \$409,750.

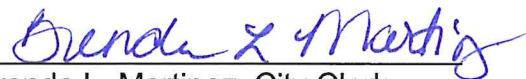
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF FEBRUARY, 2023.

CITY OF BLACK DIAMOND:



Carol Benson, Mayor

Attest:



Brenda L. Martinez, City Clerk

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

THIS AGREEMENT is made effective as of February 3, 2023, by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and AHBL, Inc., (hereinafter the "Consultant,"), a corporation organized under the laws of the State of Washington, located and doing business at 2215 North 30th Street, Suite 300, Tacoma, WA 98403.

RECITALS

WHEREAS, the City of Black Diamond is obligated to perform a periodic update to its Comprehensive Plan prior to December 31, 2024; and

WHEREAS, the Consultant was selected to provide services to update the City's Comprehensive Plan through a competitive review of statements of qualifications; and

WHEREAS, the City desires for Consultant to update its Comprehensive Plan and Consultant has agreed to provide such services on the terms and conditions provided in this Agreement;

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

TERMS

I. Description of Work

The Consultant shall assign professional planning and engineering staff to perform the services, as identified in Exhibit A.

The Consultant represents and warrants that it and any staff member assigned to the work will have the requisite training, skill, and experience necessary to provide the services required by this Agreement and if required, are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultant(s) under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. The Consultant shall not subcontract with any subconsultant for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. The payment made by the City to the Consultant shall not exceed \$216,980 for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed agreement. PROVIDED, HOWEVER, the City reserves the right to suspend or terminate the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

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

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

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

III. Relationship of Parties

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

IV. Duration of Work

This Agreement is effective as of February 3, 2023 and shall remain in effect until terminated by written notice in accordance with Section V, below. The Consultant shall not begin any work under this Agreement until the City has issued a Notice to Proceed.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession

pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

B. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

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

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

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

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

C. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

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

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

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

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

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

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

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

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

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

E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured

endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT:

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

CITY:

Attn: Mona Davis
City of Black Diamond
P.O. Box 599
24301 Roberts Drive
Black Diamond, WA 98010

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

XVII. Assignment

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

XVIII. Modification and Severability

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

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

XIX. Entire Agreement

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

AGREED TO AND EXECUTED BY:

CONSULTANT

By: _____
Wayne Carlson, Principal

Consultant:

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

CITY OF BLACK DIAMOND

By: Carol Benson
Carol Benson, Mayor

APPROVED AS TO FORM:

City Attorney

ATTEST:

Brenda L. Martinez
City Clerk

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF BLACK DIAMOND AND
PARAMETRIX, INC. FOR COMPREHENSIVE PLAN UPDATE**

THIS AGREEMENT is made effective as of February 3, 2023, by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and Parametrix, Inc. (hereinafter the "Consultant,"), a corporation organized under the laws of the State of Washington, located and doing business at 1019 39th Avenue SE, Suite 100, Puyallup, WA 98374.

RECITALS

WHEREAS, the City of Black Diamond is obligated to perform a periodic update to its Comprehensive Plan prior to December 31, 2024; and

WHEREAS, the Consultant was selected to provide services to update the City's Comprehensive Plan through a competitive review of statements of qualifications; and

WHEREAS, the City desires for Consultant to update its Comprehensive Plan and Consultant has agreed to provide such services on the terms and conditions provided in this Agreement;

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

TERMS

I. Description of Work

The Consultant shall assign professional planning and engineering staff to perform the services, as identified in Exhibit A.

The Consultant represents and warrants that it and any staff member assigned to the work will have the requisite training, skill, and experience necessary to provide the services required by this Agreement and if required, are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultant(s) under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. The Consultant shall not subcontract with any subconsultant for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. The payment made by the City to the Consultant shall not exceed \$192,770 for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed agreement. PROVIDED, HOWEVER, the City reserves the right to suspend or terminate the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

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

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

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

III. Relationship of Parties

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

IV. Duration of Work

This Agreement is effective as of February 3, 2023 and shall remain in effect until terminated by written notice in accordance with Section V, below. The Consultant shall not begin any work under this Agreement until the City has issued a Notice to Proceed.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After

termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

B. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

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

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

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

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

C. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

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

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

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

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

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

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

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

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

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

E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured

endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT:

Attn: Alex Atchison
Parametrix, Inc.
1019 39th Avenue SE
Suite 100
Puyallup, WA 98374

CITY:

Attn: Mona Davis
City of Black Diamond
P.O. Box 599
24301 Roberts Drive
Black Diamond, WA 98010

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

XVII. Assignment

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

XVIII. Modification and Severability

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

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

XIX. Entire Agreement

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

AGREED TO AND EXECUTED BY:

CONSULTANT

CITY OF BLACK DIAMOND

By: _____
Name, Title

By: 
Carol Benson, Mayor

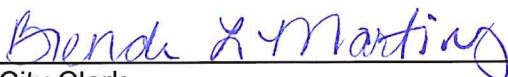
Consultant:

Parametrix, Inc.
1019 39th Avenue SE, Suite 100
Puyallup, WA 98374

APPROVED AS TO FORM:

City Attorney

ATTEST:


City Clerk

RESOLUTION NO. 25-1652

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

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

WHEREAS, in order to timely and effectively process the 2024 Comprehensive Plan Periodic Update to assure compliance with the applicable City codes and state law, the City desires to contract with the firm AHBL to provide these planning services; and

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

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

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

Section 1. The Mayor is hereby authorized to execute a professional services contract between City and AHBL for the provision of planning services to the Community Development Department in an amount not to exceed \$110,000.00 in a substantially similar form attached hereto as Attachment A.

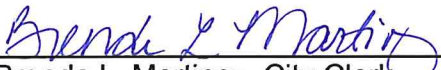
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF JANUARY, 2025.

CITY OF BLACK DIAMOND:



Carol Benson, Mayor

Attest:



Brenda L. Martinez, City Clerk

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

THIS AGREEMENT is made effective as of February 3, 2023, by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and AHBL, Inc., (hereinafter the "Consultant,"), a corporation organized under the laws of the State of Washington, located and doing business at 2215 North 30th Street, Suite 300, Tacoma, WA 98403.

RECITALS

WHEREAS, the City of Black Diamond is obligated to perform a periodic update to its Comprehensive Plan prior to December 31, 2024; and

WHEREAS, the Consultant was selected to provide services to update the City's Comprehensive Plan through a competitive review of statements of qualifications; and

WHEREAS, the City desires for Consultant to update its Comprehensive Plan and Consultant has agreed to provide such services on the terms and conditions provided in this Agreement;

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

TERMS

I. Description of Work

The Consultant shall assign professional planning and engineering staff to perform the services, as identified in Exhibit A.

The Consultant represents and warrants that it and any staff member assigned to the work will have the requisite training, skill, and experience necessary to provide the services required by this Agreement and if required, are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultant(s) under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. The Consultant shall not subcontract with any subconsultant for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. The payment made by the City to the Consultant shall not exceed \$216,980 for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed agreement. PROVIDED, HOWEVER, the City reserves the right to suspend or terminate the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

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

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

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

III. Relationship of Parties

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

IV. Duration of Work

This Agreement is effective as of February 3, 2023 and shall remain in effect until terminated by written notice in accordance with Section V, below. The Consultant shall not begin any work under this Agreement until the City has issued a Notice to Proceed.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession

pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

B. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

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

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

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

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

C. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

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

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

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

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

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

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

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

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

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

E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured

endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT:

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

CITY:

Attn: Mona Davis
City of Black Diamond
P.O. Box 599
24301 Roberts Drive
Black Diamond, WA 98010

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

XVII. Assignment

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

XVIII. Modification and Severability

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

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

XIX. Entire Agreement

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

AGREED TO AND EXECUTED BY:

CONSULTANT

CITY OF BLACK DIAMOND

By: 
Wayne Carlson, Principal

By: 
Carol Benson, Mayor

Consultant:

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

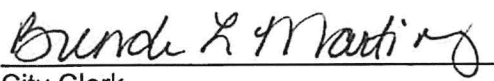

City Clerk

EXHIBIT A

SCOPE OF WORK

Task 1: Gap Analysis of the City's Planning and Policy Documents

Task 1 will establish the basis for the Comprehensive Plan Update process and will include working with City staff to accomplish the following:

1.1 Collect Data and Review Current Plans and Policies

The Consultant will work with staff to collect City plans, documents, and data to be reconciled within the City's Comprehensive Plan update process. The consultant team will prepare a gap analysis matrix based on the context changes, local policies/ initiatives, and planning efforts that have occurred since the last Comprehensive Plan was adopted. Additionally, this review will identify areas of the Comprehensive Plan and development regulations that may need to be amended to comply with changes in the King Countywide Planning Policies, the Multi-County Planning Policies, and state law in accordance with published checklists by the Department of Commerce and the Puget Sound Regional Council. Furthermore, the consultant team will include notes to identify challenges (or potential pitfalls) and opportunities for improvement based on consultant team experience/expertise. The gap analysis will also be used to show the Consultant's work and create a history for the update process.

This work task will include:

- Collection and review of data;
- Review of local conditions, how local conditions have changed since the last amendment to the Comprehensive Plan;
- A work session (anticipated to span two days) to review the document chapter-by-chapter with senior staff members and the city attorney or other subject matter expert familiar with previous challenges and issues to: discuss how to reconcile the Comprehensive Plan Land Use Map with the Zoning map (which differ); identify where there are typos or any organizational issues, frame up an approach to minimize vulnerabilities in the plan itself of the adoption process that could result in legal challenges, etc. ;
- Identification of areas of the City's Comprehensive Plan and development regulations that may need to be amended to comply with new or amended state laws and guidance; and
- Working with city staff and community to identify key concerns that may be addressed by the update.

Deliverable:

Gap Analysis Matrix and Summary Memorandum

Task 2: Public Engagement

Task 2 will focus on developing a Public Participation Plan and then putting the Plan into action. The implementation of public workshops and other engagement efforts to gather public input will occur throughout the project. The methods the Consultant will use to encourage community involvement can vary as needed. A mixture of traditional methods would be appropriate (including posting public notices

and attending public meetings) together with alternative methods to engage the public in more innovative or technology-based ways.

2.1 Prepare a Public Participation Plan

The Consultant will work with City staff to prepare a Public Participation Plan that will:

- Outline the specific public engagement methods proposed for the update process;
- Provide a general schedule for proposed activities; and
- Describe the kind of outreach materials that will be provided.

The Consultant commits to provide an engagement program that invites community participation and rewards it. The Participation Plan will be accessible and exciting, giving participants insight into the City's plans for the community's future. It will show how individual actions can influence the City's course.

The plan and supporting documents will be made public and available throughout the update on the City's website. The intent of the Public Participation Plan is to:

- Enable the community to be involved in the update;
- Receive public input via a variety of means including open houses/workshops, surveys, focus groups, etc.;
- Facilitate plan adoption and implementation, anticipating political influences that may otherwise make it difficult;
- Contact stakeholders such as the Ten Trails Homeowners Association, Lake Sawyer Community Club, Oakpointe Communities, etc.;
- Increase public awareness of the City's planning efforts and empower the public to participate in the update process; and
- Establish standards for the timing and distribution of notices, as well as receiving and responding to public comments.

At this stage there will also be semi-formal process undertaken to ensure the Council and Planning Commission are provided with an opportunity to understand the purpose and focus of the projects, what steps will be involved, and what items will and won't be considered. Our aim will be to communicate that Council and Planning Commission members are welcomed and encouraged to remain engaged in the update process as it progresses, and to manage expectations for what the final product may reasonably be expected to include.

Deliverables:

City of Black Diamond Public Participation Plan

A joint meeting of the City Council and Planning Commission before workshops begin, to kick-off the project, introduce the process, and discuss expectations and opportunities.

Frequent briefings to City Council (on a quarterly or bimonthly basis, as necessary) on project progress, to ensure there is an understanding of opportunities for involvement and information provided on achievement of project milestones, ahead of the adoption phase.

2.2 Public Workshops and Open House (6 total events proposed)

Public workshops will allow the City to seek formal feedback from the community on priorities, reactions to plan alternatives, and also explain decisions the City makes. The consultant will take a lead role in planning and then facilitating workshops with general support from city staff in securing a venue, distributing notices, and other logistical aspects. The Consultant will prepare the materials and outreach items for the workshops.

2.2.1 Update Kick-off and Visioning Workshop (2023 Q2: April 2023)

The Consultant will work with City staff to introduce the update effort in a public setting. The scope of the Update process and the underlying regulatory requirements will be identified. The Consultant will generate an anticipated schedule of Update tasks to facilitate public involvement throughout the process. The public will be encouraged to provide high-level feedback at this workshop which will be considered and may be used to guide the Update process, with more detailed and content-specific feedback to be provided in subsequent Workshops.

Deliverable:

Memorandum summarizing the purpose and results of the workshop, as well as the materials prepared for and created by the workshop.

2.2.2 Policy Workshop (2023 Q2: June 2023)

Broad topics will be discussed to address the large question, "What policy updates does the community feel are needed, given growth and changes since the City's last major Comprehensive Plan Update?"

Deliverable:

Memorandum summarizing the purpose and results of the workshop, as well as the materials (PowerPoint and up to six boards) prepared for the workshop.

2.2.3 Land Use Strategies Workshop (2023 Q3: July 2023)

The Consultant will work with City staff to present a series of **potential** land use strategies that could be used to enact the City's vision and policy framework. The public will be encouraged to provide input at this workshop which will be considered and may be used to inform the development of the several chapters of the Comprehensive Plan, especially the housing, transportation, and capital facilities chapters. The Consultant shall work cooperatively with other City consultants to share data upon request.

Deliverable:

Memorandum summarizing the purpose and results of the workshop, as well as the materials (PowerPoint and up to six boards) prepared for the workshop.

2.2.4 Housing and Land Use Workshop (2023 Q3: September 2023)

The Consultant will work with City staff to present **proposed** housing and land use strategies that could be used to enact the City's vision and policy framework. The public will be encouraged to provide input at this workshop which will be considered and may

be used to inform the development of the Land Use, Housing, and Natural Environment chapters of the Comprehensive Plan. Anticipated topics include:

- **Current Zoning and Future Land Use Designations:** Preparing land use designations for the MPDs in advance of the expiration of the development agreements.
- **Housing:** Integrating the recommendations from the Housing Action Plan that was recently completed in 2021 which included recommendations for providing additional housing capacity, affordable housing, senior/multi-generational, and missing middle housing.

Deliverable:

Memorandum summarizing the purpose and results of the workshop, as well as the materials prepared for and created by the workshop.

2.2.5 Multi-Modal Transportation Workshop (2023 Q4: December 2023)

The Consultant will work with City staff to present data and existing plans (vehicular traffic, pedestrian connections, biking routes, trails) together with proposed multi-modal transportation strategies that could be used to enact the City's vision and policy framework. The public will be encouraged to provide input for multi-modal transportation which will be considered and may be used to inform the development of the Transportation and Parks, Recreation, and Open Space chapters of the Comprehensive Plan as well as the Land Use chapter to some extent.

Deliverable:

Memorandum summarizing the purpose and results of the workshop, as well as the materials prepared for and created by the workshop.

2.2.6 Final Wrap-Up Open House (2024 Q3: July 2024)

The Consultant will present the Comprehensive Plan final draft (Task 3.2) to members of the public. This Open House will give the public a final opportunity to see how public input was utilized to develop the final Comprehensive Plan.

Deliverable:

Memorandum summarizing the purpose and results of the workshop, as well as the materials prepared for and created by the workshop.

Task 3: Draft Comprehensive Plan Update

Once the foundational work of Task 1 and Task 2 are underway, Task 3 will focus on the work required for the draft Comprehensive Plan Update. This task will include the following:

- Updating the priority chapters and combining chapters where appropriate, following the general steps outlined at the beginning of the scope;
- Writing updated and new goals and policies where needed to respond to the existing conditions findings in Task 1, current best practices, and incorporate community feedback in Task 2;

- Using the gap analysis matrix prepared under Task 1.1 as a tool to show the Consultant’s work and create a clear record of the update for use during the adoption phase (Task 5). The gap analysis matrix will also be helpful in providing a roadmap or work plan to make further updates to the plan that would be helpful, desirable, or prudent, but beyond the immediate needs of processing an update to satisfy the GMA periodic update requirements;
- Creating clear connections between data, policies, strategies, and implementation programs; and
- Writing a high-level memorandum to staff, listing out potential future amendments, tasks, initiatives and projects that the City could consider in the years to come as “next steps” in the Planning process, following adoption of the Comprehensive Plan and which are outside the scope of the GMA-mandated update. This communication piece will communicate observations from the consultant team, contain items generated from public comment, and highlight best practices.

3.1 Prepare First Complete Draft of the Document (2024 Q1: February 2024)

This step will be used to determine how the City wants to organize, streamline, and trim the document (eliminating unnecessary sections). It also includes consideration for updates to any goals, policies, and strategies that need to be strengthened, re-written or re-tooled for GMA compliance in all chapters. The consultant will additionally update tables, maps and graphics as required order to assure compliance with GMA. Lastly, the Consultant will update the required Plan elements, with support from City staff, as follows:

- Introduction – Changes to this chapter, including updates to be consistent with other changes made in association with this Update process.
- Community Character and Demographics – The Consultant anticipates that this chapter of the existing plan would be eliminated and therefore will not be part of the Comprehensive Plan Update. Instead, demographic information will be presented in the land use and housing chapters as applicable.
- Parks, Recreation, Trails, and Open Space – The Consultant will work with City staff to integrate the City’s recently adopted Parks, Recreation, and Open Space Plan (2022) into the Comprehensive Plan Update.
- Natural Environment – The Consultant will work with City staff to incorporate any updates to the City’s Critical Areas Code into this chapter. The Consultant will also explore opportunities to incorporate additional goals and policies surrounding environmental protection.
- Land Use – The Consultant will work closely with the City staff on this chapter as it provides the growth assumptions that will affect all the other chapters. The Consultant will update land use capacity analysis, review the most current population projections from King County and OFM, most importantly adjust those projections to reflect the vested growth from the Master Plans. This work

would include reviewing the City's existing land use policies and ensuring that they are consistent with the updated land use capacity analysis, the Countywide Planning Policies, and PSRC's VISION 2050. The Consultant will work with City staff and stakeholders to recommend new policies to reflect the MPDs and address other identified gaps to accommodate direct growth and development.

- **Housing** – The Consultant team will work with staff to apply the updated land use development assumptions, analyze new data and update the housing inventory based on projected housing needs. The Consultant team will coordinate with King County, PSRC, and the Department of Commerce to reconcile the vested MPD housing and population growth with that which was separately allocated to the City for city-wide growth through the King County housing and jobs allocation process.
- **Transportation** – The Consultant coordinated with the City's existing transportation consultant (contracted directly with the city) for this project, and update this chapter in accordance with updates to the City's transportation model that has already been developed. Existing conditions models have already been calibrated by the City's existing consultant for use with the MPDs which will be utilized to generate city-wide future forecasts for land use and transportation improvement projects.
- **Capital Facilities** – The Consultant will provide a capital facilities inventory and analysis as part of this Update. This will include facilitating meetings with the City to focus on (1) needs and issues, (2) vision and meeting growth needs, and (3) reviewing the draft plan. Ensuring cohesion with other City policy documents, including utility system plans, transportation plans, and other planning documents, will enable the creation of a comprehensive capital improvement projects list.
- **Utilities** – The Consultant will work with City staff to update the chapter to incorporate information from the City's utility providers.
- **Economic Development** – The Consultant team will prepare an update to the City's Economic Development chapter. The Consultant will prepare a high-level citywide market assessment to establish baseline and future economic conditions and ensure the goals, policies, and specific actions outlined in the Comprehensive Plan are realistic. This assessment may also provide the City with information about opportunities for growth, barriers and constraints to development, overall demand for different land use types, development and economic (industry and employment) trends, the likely timing of new investment, and other conditions.
- **Appendices** – Referenced documents from other internal and external agencies will be updated as applicable, including other plans adopted by reference, subarea plans within the City, and the City's Capital Facilities Plan.

Deliverable:

- Comprehensive Plan first draft

3.2 Prepare Final Draft of Comprehensive Plan (2024 Q3: July 2024)

After City staff completes its review of the complete first draft of the plan prepared as part of Task 3.1, the Consultant will prepare a revised final draft of the plan.

Deliverable:

- Comprehensive Plan final draft

Task 4: SEPA Environmental Review (2024 Q3: July 2024)

This task focuses on the State Environmental Policy Act review process. The draft plan will propose an overall vision and policy framework in compliance with GMA. The Consultant intends to integrate environmental documentation in the plan. The City and Consultant anticipate that this task will culminate with a non-project SEPA Checklist for public comment and transmittal to Ecology and interested agencies during environmental review. The Consultant will focus on preparing the SEPA checklist and associated materials including a threshold determination.

Deliverable:

- SEPA Non-Project Environmental Checklist
- SEPA Environmental Threshold Determination document
- Distribution and noticing

Task 5: Final Review, Noticing, and Adoption

This task, driven by the adopted Public Participation Plan, puts the adoption process into action and involves final document production. The Consultant shall participate in up to two study sessions and a public hearing before the Planning Commission, up to two study sessions and a public hearing before the City Council and make revisions to the plan as necessary to conform to the direction of the Planning Commission and City Council. Additional hearings or more extensive plan revisions may require increased City staff participation to maintain the project's budget.

5.1 Planning Commission Meetings (2024 Q3: August-September 2024)

The Consultant will present the plan at up to two Planning Commission study sessions and one public hearing, to answer questions and facilitate commission discussion and consideration.

Deliverable:

- Materials prepared for the study session(s) and public hearing

5.2 City Council Meetings (2024 Q4: October-December 2024)

The Consultant will present the plan at up to two City Council study sessions and one City Council public hearing, to answer questions and facilitate discussion and consideration.

Deliverable:

- Materials prepared for the study session(s) and public hearing

5.3 Final Plans (2024 Q4: December 2024)

The Consultant will make one final plan revision to incorporate recommendations from the Planning Commission and changes adopted by the City Council, delivering the final Plans in both PDF and Microsoft Word formats for City reproduction and distribution, including Dept. of Commerce notice.

Deliverables:

- Final Comprehensive Plan Update
- Dept. of Commerce noticing materials
- All supporting material/data that have been created, including GIS data, plans, and graphics

Task 6: Development Regulations Update (2024 Q1-Q3: January-July 2024)

This task focuses on implementing the revisions to planning policy materials in relation to the development of the Comprehensive Plan Update. The Consultant will provide revisions based on the gap analysis done in Task 1 and within the context of final language of planning policy materials developed in Task 3.

The Consultant will compare the updated comprehensive plan's policies with the City's adopted development regulations through a gap analysis matrix, identifying those areas where the codes will need changing to comply with policy direction, outlining options for prioritizing code amendments by overall importance. The Consultant will include suggestions for updating the City's zoning map and zoning code to be consistent with the updated land use designation map and Comprehensive Plan.

Deliverables:

- Draft Development Regulation Gap Analysis in paper and electronic formats
- Final Development Regulation Gap Analysis in paper and electronic formats
- Amendments to applicable chapters within the Black Diamond Municipal Code resulting from amendments to the Comprehensive Plan.

Task 7: Post-Adoption Support (Dates TBD)

Under this task, which will be separately set up as on a "time and expense basis," the Consultant will provide additional support to city staff, as requested, for the following:

Certification through PSRC

PSRC hearings (including any appeal expert witness or other matters) that are scheduled

Appearance before the Growth Management Hearings Board (if required)

AHBL, Inc.
Contract Amendment #1
Scope and Budget

The contract is amended to add \$110,500 to the original contract amount to cover the extended scope and the term of the contract is extended to December 31, 2025, as follows:

Task 7 Post-Adoption Support

As listed in the original contract, the City may need services after the Plan is adopted should an appeal be filed (requiring research / compilation of documents to organize the record/ assistance to the City Attorney with Briefings and Responses / appearance at the Growth Management Hearings Board / etc.) or other work is necessary in order to assist the City through the PSRC certification process (in the event that PSRC does not grant approval or only grants conditional approval). All time will be billed on a "time and expense basis."

The authorized amount for these services is not to exceed \$38,000.00.

Task 8 Additional Services and Project Support

The project scope is adjusted to add an eight task to provide additional services to the City as requested. This will make an adjustment of approximately \$30,500 to the original contract for additional unbilled work requested by the City in 2024 which we have already completed to cover unanticipated tasks outside of the original scope (i.e., Support for Materials and Meetings as requested by the King County Affordable Housing Committee (AHC) Plan Review Process stemming from unanticipated policy directives by the County, Coordination with the Transportation consultant, Integration of Master Plans, Additional Planning Commission and City Council Meetings, Completing grant paperwork for the Director's submittal to commerce).

Next, the City desires the following additional services, for which a budget of \$36,000 is needed.

- Additional revisions to the Plan based on Public Hearing Feedback, Commerce (or other state agency letters), Puget Sound Regional Council advanced comments, etc. (forthcoming)
- Additional edits to the proposed zoning code updates to finalize the changes needed for Middle Housing compliance and compliance
- Potential modifications to the Land Capacity Analysis (pending feedback from the AHC)
- Participation at upcoming staff meetings, public meetings and project coordination calls
- Preparation of a draft SEPA DNS for the Director's review

The authorized amount for these services is not to exceed \$48,500.00.

Task 9 Permit Processing and Design Standards Code Integration

This scope of work involves two separate but related tasks. The first task will be to review the City's permit processing requirements to ensure that the requirements of HB 5290 are satisfied. HB 5290 is intended to provide predictable permit processing and to minimize the duration for project review. There are three default project review timelines identified in the statute. Statutory timelines associated

with (1) projects approved through ministerial decisions, (2) projects which require public notice, and (3) projects requiring a public hearing will be addressed.

Prior to June 30, 2025, The City of Black Diamond will need to review its design standards and guidelines for compliance with ESHB 1293. ESHB 1293 states that the City may apply only clear and objective regulations to the exterior design of new development, except for designated landmarks or historic districts established under a local preservation ordinance. For the design review process, a clear and objective regulation:

- must include one or more ascertainable guideline, standard, or criterion by which an applicant can determine whether a given building design is permissible under that development regulation;
- and may not result in a reduction in density, height, bulk, or scale below the generally applicable development regulations for a development proposal in the applicable zone.

Any design review process must be conducted concurrently, or otherwise logically integrated, with the consolidated review and decision process for project permits and may not include more than one public meeting.

Our work under this task will be to review the design review documents to ensure that the regulations are clear and objective and that the process is consolidated with the decision process for other project permits.

The authorized amount for these services is not to exceed \$24,000.00.

Task 90 Expenses

No change is authorized to the budget for expenses (for reimbursement).

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution Authorizing a Grant Agreement with the Department of Ecology for the 2023-2025 Stormwater Capacity Grant	Agenda Date: January 8, 2026	
	AB26-004	
	Mayor John Adler	
	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): \$120,000 revenue	Police – Chief Kiblinger	
Fund Source: Department of Ecology	Public Works – Scott Hanis	X
Timeline: Expires March 31, 2027	Court – Tawnya Parks	
Agenda Placement: ☒ Mayor ☒ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Grant Agreement		
SUMMARY STATEMENT: The purpose of this grant is to provide financial assistance to the City in order to meet the requirements under the City’s stormwater permit from the Department of Ecology. This grant will expire March 31, 2027 and is retroactive to July 1, 2025. The grant funds are as follows: Task 1: Up to \$5,000 for Project Administration/Management Task 2: \$115,000 for implementation and management of the Stormwater Program as required by the City’s stormwater discharge permit from the Department of Ecology. Activities that fall under Task 2 are activities that the City currently is responsible for in maintaining and operating the stormwater system and includes: • Public education and outreach • Public involvement and participation • Illicit discharge detection and elimination (IDDE) activities • Activities to support programs to control runoff from new development, redevelopment, and construction sites • Pollution prevention, good housekeeping, and operation and maintenance program activities • Annual reporting activities • Establishing and refining stormwater utilities, including stable rate structures • Water quality monitoring		

- Equipment purchases

This is a similar grant to previous grants the City has received from the Department of Ecology.

FISCAL NOTE (Finance Department): The 2026 Budget includes the \$120,000 from this grant within the Stormwater Fund.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 26-1719 to Accept Capacity Grant Funds and Authorizing the Mayor to Execute a Grant Agreement with the Department of Ecology for the 2025-2027 Stormwater Capacity Grant.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
January 8, 2026		

RESOLUTION NO. 26-1719

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
REGARDING ACCEPTANCE OF CAPACITY GRANT
FUNDS AND AUTHORIZING THE MAYOR TO EXECUTE A
GRANT AGREEMENT WITH THE DEPARTMENT OF
ECOLOGY FOR THE 2025-2027 STORMWATER CAPACITY
GRANT**

WHEREAS, the City of Black Diamond is required to meet National Pollutant Discharge Elimination System (NPDES) Phase II Permit requirements; and

WHEREAS, the Department of Ecology has made funds available to municipalities required to meet NPDES Phase II Permit requirements in the form of the 2025-2027 Stormwater Capacity Grant;

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

Section 1. The City Council hereby accepts the 2025-2027 Capacity Grant funds from the Washington State Department of Ecology in the amount of \$120,000 to assist the City with completing the City's requirements under its NPDES Phase II Permit;

Section 2. The Mayor is hereby authorized to execute a grant agreement with the Department of Ecology for the 2025-2027 Stormwater Capacity Grant in the amount of \$120,000 to meet Phase II NPDES requirements, substantially in the form attached hereto.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
AT A SPECIAL MEETING THEREOF, THIS 8TH DAY OF JANUARY 2026.**

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk

2025–2027 Department of Ecology Stormwater Capacity Grant





What can the Stormwater Capacity Grant money be used for?

- Washington State Department of Ecology Stormwater Capacity Grant funds are used for stormwater permit compliance. In the 2025-2027 grant cycle the City has been awarded \$120,000.
- These funds can be used to reimburse for the following:
 - Equipment purchase for stormwater system maintenance
 - Staff salaries related to stormwater permit compliance or maintenance
 - Stormwater consulting
 - Illicit Discharge Detection
 - Mapping
 - Staff training
 - Controlling runoff
 - Pollution prevention
 - Rate studies



What did the City use the money on from the last Capacity Grant cycle?

- The 2023-2024 Stormwater Capacity Grant was used on the following:
 - Storm drain placards and adhesive for public education/awareness permit requirements
 - Power and hand tools for storm system maintenance
 - Reimbursement to City of staff salaries for performing maintenance and permit compliance work



Agreement No. WQSWCAP-2527-BlaDia-00161

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF BLACK DIAMOND

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Black Diamond, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2025-2027 Biennial Stormwater Capacity Grant
Total Cost:	\$120,000.00
Total Eligible Cost:	\$120,000.00
Ecology Share:	\$120,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2025
The Expiration Date of this Agreement is no later than:	03/31/2027
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-2527-BlaDia-00161
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Black Diamond

RECIPIENT INFORMATION

Organization Name: City of Black Diamond

Federal Tax ID: 91-6016204
UEI Number: XMNQBKRKBZ9J3

Mailing Address: PO Box 599
Black Diamond, WA 98010

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

Organization Email: shanis@blackdiamondwa.gov
Organization Fax: (360) 851-4501

Contacts

Project Manager	Christopher Madeo Stormwater Coordinator PO Box 599, 24301 Roberts Drive Black Diamond, Washington 98010 Email: cmadeo@blackdiamondwa.gov Phone: (360) 851-4446
Billing Contact	Christopher Madeo Stormwater Coordinator PO Box 599, 24301 Roberts Drive Black Diamond, Washington 98010 Email: cmadeo@blackdiamondwa.gov Phone: (360) 851-4446
Authorized Signatory	Carol Benson Mayor P O Box 599 Black Diamond, Washington 98010 Email: cbenson@ci.blackdiamond.wa.us Phone: (360) 851-4500

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890
Financial Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890

Agreement No: WQSWCAP-2527-BlaDia-00161
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Black Diamond

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Black Diamond

By: _____

By: _____

Jon Kenning, PhD

Date

Carol Benson

Date

Water Quality

Mayor

Program Manager

Template Approved to Form by
Attorney General's Office

Agreement No: WQSWCAP-2527-BlaDia-00161
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Black Diamond

SCOPE OF WORK

Task Number: 1 **Task Cost: \$5,000.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.

* Properly maintained project documentation.

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	

Agreement No: WQSWCAP-2527-BlaDia-00161
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Black Diamond

SCOPE OF WORK

Task Number: 2

Task Cost: \$115,000.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 9) Structural stormwater controls program activities (Phase I permit requirement).
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or

Agreement No: WQSWCAP-2527-BlaDia-00161
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Black Diamond

improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

BUDGET

Funding Distribution EG260216

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2025-2027 Stormwater Capacity Grant

Funding Type: Grant

Funding Effective Date: 07/01/2025

Funding Expiration Date: 03/31/2027

Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)

Fund: FD

Type: State

Funding Source %: 100%

Description: MTCSA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

2025-2027 Stormwater Capacity Grant	Task Total
Grant and Loan Administration	\$ 5,000.00
Permit Implementation	\$ 115,000.00

Total: \$ 120,000.00

Agreement No: WQSWCAP-2527-BlaDia-00161
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Black Diamond

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2025-2027 Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 120,000.00	\$ 120,000.00
Total		\$ 0.00	\$ 120,000.00	\$ 120,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS**GENERAL FEDERAL CONDITIONS**

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

Agreement No: WQSWCAP-2527-BlaDia-00161
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Black Diamond

“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form.

Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrc.gov <http://www.fsrc.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Agreement No: WQSWCAP-2527-BlaDia-00161
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Black Diamond

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

Agreement No: WQSWCAP-2527-BlaDia-00161
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Black Diamond

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

Agreement No: WQSWCAP-2527-BlaDia-00161
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Black Diamond

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

Agreement No: WQSWCAP-2527-BlaDia-00161
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Black Diamond

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

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

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the

Agreement No: WQSWCAP-2527-BlaDia-00161
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Black Diamond

review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

Agreement No: WQSWCAP-2527-BlaDia-00161
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Black Diamond

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress

Agreement No: WQSWCAP-2527-BlaDia-00161
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Black Diamond

reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

Agreement No: WQSWCAP-2527-BlaDia-00161
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Black Diamond

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: WQSWCAP-2527-BlaDia-00161
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Black Diamond

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work. Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

Agreement No: WQSWCAP-2527-BlaDia-00161
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Black Diamond

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution for fuel tax agreement with the Washington State Transportation Improvement Board (TIB) for the Park Street Crossing Project.	Agenda Date: January 8, 2026 AB26-005	
	Mayor John Adler	
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev –Andy Williamson	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Scott Hanis	X
Cost Impact (see also Fiscal Note): \$273,491		
Fund Source: TIB Grant		
Timeline: 2026		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Grant Agreement		
SUMMARY STATEMENT: Public Works staff applied for and was selected for an Active Transportation Program fuel tax grant from the Washington State Transportation Improvement Board (TIB). This project will provide a crossing and pedestrian improvements on State Route 169 at Park Street and will increase mobility around the City. the total cost for the project is estimated at \$324,754, with TIB funding approximately 85%, an amount of \$273,491. Once this grant agreement is executed, the City may begin incurring reimbursable expenses for this project. The City has already Started preliminary design work for this project with Parametrix Engineering. FISCAL NOTE (Finance Department): The Park Street Crossing Project has been taken into consideration within the City's 6-Year TIP, 2026/2031 Capital Improvement Plan, and the 2026 Budget. The grant amount and match amount is higher than anticipated within the 2025 Budget. If necessary, a budget amendment will be made later within 2026.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to Adopt Resolution 26-1720, Authorizing the Mayor to execute a fuel tax agreement for the Roberts Reconstruction Project, TIB # P-P-800(P06)-1.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
January 8, 2026		

RESOLUTION NO. 26-1720

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A FUEL TAX
AGREEMENT WITH THE WASHINGTON STATE
TRANSPORTATION IMPROVEMENT BOARD FOR THE
PARK STREET CROSSING PROJECT**

WHEREAS, the City's grant application for the Transportation Improvement Board Active Transportation Program was selected for \$273,491; and

WHEREAS, Preliminary concept design work was completed for this projects grant application by Parametrix Engineering; and

WHEREAS, the City has been allocating grant matching funds to complete the construction of this project; and

WHEREAS, a fuel tax agreement with the Washington State Transportation Improvement Board is required to establish the terms of funding for the Park Street Crossing Project;

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

Section 1. The City Council hereby accepts grant funding from the Washington State Transportation Improvement Board in the amount of \$273,491 to fund the Park Street Crossing Project;

Section 2. The Mayor is hereby authorized to execute the fuel tax agreement with the Washington State Transportation Improvement Board for the Park Street Crossing Project, TIB # P-P-800(P06)-1, substantially in the form attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 8th DAY OF JANUARY, 2026.

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk



City of Black Diamond
P-P-800(P06)-1
SR 169 Pedestrian Crossing
Park Street

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Black Diamond
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the SR 169 Pedestrian Crossing, Park Street (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Black Diamond, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 84.2148 percent of approved eligible project costs up to the amount of \$273,491, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT FUNDING PARTNERS

The RECIPIENT anticipates receiving additional funding from the following funding partners, in the following amounts. However, in no event shall any non-party to this Agreement, even if referenced as a funding partner below, be considered a third party beneficiary to this Agreement.

Funding Partners	Amount	Revised Funding
BLACK DIAMOND	51,263	
WSDOT	0	
Federal Funds	0	



TOTAL LOCAL FUNDS	51,263	

4.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Bid Authorization Form with plans and engineers estimate
- b) Award Updated Cost Estimate
- c) Bid Tabulations
- d) Contract Completion Updated Cost Estimate with final summary of quantities
- e) Project Accounting History

5.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

6.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

7.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

8.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.



9.0 GOVERNANCE & VENUE

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

10.0 DEFAULT AND TERMINATION

10.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

10.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

10.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 10.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.



10.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

11.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue and other revenue sources. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 10. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

12.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

13.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

14.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions



of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

15.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

16.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington and/or 47.04 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

17.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.



Washington State Transportation Improvement Board
Grant Agreement

P-P-800(P06)-1

Approved as to Form
Attorney General

By:

Signature on file

Albert H. Wang
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Consideration to allocate funds to purchase and issue City cell phones to councilmembers	Agenda Date: January 8, 2026 AB26-006	
	Mayor John Adler	
	City Administrator - Kevin O'Neill	X
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev –Andy Williamson	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Scott Hanis	
Cost Impact (see also Fiscal Note): \$5,000 Fund Source: General Fund Timeline: 2026	Court – Judge Swain/Tawnya Parks	
Agenda Placement: ☐ Mayor ☒ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments:		
SUMMARY STATEMENT: This item was added to the agenda by request of two councilmembers and is for Council to consider allocating funds to procure and issue City cell phones to councilmembers. This is an unbudgeted item. The cost for each cell phone is expected to be roughly \$660 per year, per phone for a total of roughly \$4,620 assuming all 7 councilmembers are assigned phones. Staff recommend a budget allocation not to exceed \$5,000 to account for unforeseen taxes, or equipment needs. Phones will be optional and each councilmember may decide if they would prefer to have one. Councilmembers have expressed the following reasons for needing a City issued cell phone: • Having a City Issued Cell phone to Council Members is important for our safety and privacy, as we interact with our constituents, other Public officials and even amongst ourselves. • It would provides clear cut delineation between our private lives and official one • In case of Public Records requests, this would make it clean FISCAL Note (Finance Department): If necessary, the actual costs for the purchase of cell phones will be adjusted during the end of the year budget amendment process.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to Authorize a budget amendment to allocate \$5,000 to purchase and assign cell phones to councilmembers and authorize the Mayor to sign any necessary agreements to execute this action.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
January 8, 2026		