CITY OF BLACK DIAMOND

January 20, 2022 - Regular Business Meeting Agenda
Council Chambers, 25510 Lawson Street, 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
Password:426953 (phone in only)

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

AGENDA REVIEW AND APPROVAL:

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Oath of Offices — Mayor Benson

Presentation – Rainier Foothills Grant Update — Sarah Stratton

CONSENT AGENDA:

1) **Claim Checks –** January 20, 2022, Check No. 50944 through 51031 (voids 50881, 50944, 50943, 51031) and EFTs in the amount of $1,341,550.30

2) **Payroll -**December 2021, Check No. 20142 through 20154 and ACHs in the amount of $470,637.46

3) **Minutes** –Council Meeting of December 2, 2021, Council Meeting of January 6, 2022, and Special Meeting of January 10, 2022

4) **AB22-005** – Ordinance Amending the 2022 Salary Schedule for Police Wages — Ms. Miller

5) **AB22-006** – Resolution Authorizing Execution of Grant Agreement with Department of Ecology — Mr. Hanis

6) **AB22-007** – Resolution Amending Professional Services Agreement with Parametrix for On-Call Services Contract — Mr. Hanis

7) **AB22-008** – Resolution Amending Professional Services Agreement with RH2 Engineering for

On-Call Services — Mr. Hanis

8) AB22-009 – Resolution Accepting and Authorizing the Mayor to Execute a Grant Agreement with King County Parks — Ms. Davis

9) AB22-010 – Resolution Authorizing the Mayor to Execute a Professional Services Agreement with AHBL for Professional On-Call Planning Services — Ms. Davis

PUBLIC COMMENTS: Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. If in person, when recognized by the Mayor, please come to the podium and clearly state your name and city. If joining virtually/telephonically, please use the "raise your hand" feature and once recognized by the Mayor you may unmute and state your name and city for the record. For those dialing in please press *9 to raise your hand and *6 to unmute yourself. Please limit your comments to 3 minutes.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

- Councilmember Stallard
- Councilmember Smith
- Councilmember Mulvihill
- Councilmember de Leon
- Councilmember O'Donnell
- Councilmember Page
- Councilmember Deady

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:

CERTIFICATION

Finance Committee Meeting Date: **January 13, 2022**
Council Date: **January 20, 2022**

Check No.'s / EFT	Batch Name	Check / EFT Date	Amount
50881 and 50944	December 2021 Void Batch	01/03/2022	$ 0.00
	December 2021 EFT Batch	12/01/2021 - 12/31/2021	$ 23,324.11
50945 - 50946	Early 4th December 2021 Batch	01/04/2022	$ 5,488.00
50947 - 51009	4th December 2021 Batch	01/20/2022	$ 1,177,962.19
51010 - 51030	2nd January 2022 Batch	01/21/2022	$ 134,776.00
50943 and 51031	January 2022 Void Batch	01/21/2022	0.00
		TOTAL	**$ 1,341,550.30**

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.

May Miller
MAY MILLER, FINANCE DIRECTOR

Jan 13, 2022
DATE

CAROL BENSON, MAYOR

DATE

Voucher Directory with Transaction Date

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
Craig Mc Lachlan						
	50944			**1/3/2022**	**2021 - December - December Void Batch**	
		R 12172021 HNH				
			Reissue - Correct Vendor Name			
			001-000-180-518-50-49-23		City Wellness Program	$500.00
		Total R 12172021 HNH				**$500.00**
	Total 50944					**$500.00**
Total Craig Mc Lachlan						**$500.00**
Hoot-n-Howl						
	V 50881			**1/3/2022**	**2021 - December - December Void Batch**	
		V 12172021 HNH				
			Voided - Wrong Vendor Name			
			001-000-180-518-50-49-23		City Wellness Program	($500.00)
		Total V 12172021 HNH				**($500.00)**
	Total V 50881					**($500.00)**
Total Hoot-n-Howl						**($500.00)**

Vendor Count 2 **Grand Total $0.00**

Voucher Directory with Transaction Date

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
Dept of Licensing-Firearms Online					
	EFT Payment 12/20/2021 2:24:16 PM - 1	**12/1/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**		
	12012021 DOL				
	Chgs through 11.24.2021				
	633-000-400-589-30-00-00		CPL Fees for DOL - Firearms EFT		$291.00
			Concealed Pistol License		
	Total 12012021 DOL				**$291.00**
	EFT Payment 12/20/2021 2:24:16 PM - 1	**12/20/2022**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**		
	12202021 DOL				
	Chgs through 12.15.2021				
	633-000-400-589-30-00-00		CPL Fees for DOL - Firearms EFT		$144.00
			Concealed Pistol License		
	Total 12202021 DOL				**$144.00**
	Total EFT Payment 12/20/2021 2:24:16 PM - 1				**$435.00**
Total Dept of Licensing-Firearms Online					**$435.00**
First Bankcard					
	EFT Payment 12/22/2021 2:25:17 PM - 1	**12/22/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**		
	Bain 0909 12.16.2021				
	101-000-000-544-90-31-00		PW Clearing Acct-Supplies		$227.43
			Home Depot - Ext Cords, Concrete and Sand		
	101-000-000-544-90-49-02		PW Clearing-Shared Other costs		$104.89
			Black River Transfer - Disposal Fees		
	Total Bain 0909 12.16.2021				**$332.32**
	EFT Payment 12/22/2021 2:25:17 PM - 1	**12/22/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**		
	Chatterson 4096 12.16.2021				
	001-000-210-521-10-31-04		PD-Uniforms		$165.09
			Amazon - Shoes		
	001-000-210-521-10-48-01		PD-Vehicle/Eq. Mtc. & Repair		$110.00
			Magnatech - Window Tinting		
	Total Chatterson 4096 12.16.2021				**$275.09**

Vendor Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
EFT Payment 12/22/2021 2:25:17 PM - 1	**12/22/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**		
Clifton D 9718 12.16.2021				
001-000-180-518-50-49-20		Training and Workshops PSFOA Qrtly Meeting 12.2021		$50.00
Total Clifton D 9718 12.16.2021				**$50.00**
EFT Payment 12/22/2021 2:25:17 PM - 1	**12/22/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**		
Clifton T 3262 12.16.2021				
001-000-240-558-51-49-01		Memberships WABO - Annual Membership Dues 2022		$95.00
Total Clifton T 3262 12.16.2021				**$95.00**
EFT Payment 12/22/2021 2:25:17 PM - 1	**12/22/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**		
Cote' 3963 12.16.2021				
001-000-210-521-10-31-00		PD-Operating Supplies Vista Print - Business Cards		$28.80
001-000-210-521-10-31-00		PD-Operating Supplies Etsy-Mira Custom Sign - Return		($44.35)
001-000-214-521-20-42-03		Police Postage Mail Express - Postage		$35.27
001-000-214-521-20-42-03		Police Postage Mail Express - Postage		$18.16
001-000-214-521-20-42-03		Police Postage Mail Express - Postage		$40.68
001-000-214-521-20-42-03		Police Postage Mail Express - Postage		$33.22
001-000-214-521-20-42-03		Police Postage Mail Express - Postage		$63.49
Total Cote' 3963 12.16.2021				**$175.27**
EFT Payment 12/22/2021 2:25:17 PM - 1	**12/22/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**		
Crooker 9840 12.16.2021				
001-000-210-521-10-31-04		PD-Uniforms Federal Eastern - Outer Carrier		$255.60
Total Crooker 9840 12.16.2021				**$255.60**
EFT Payment 12/22/2021 2:25:17 PM - 1	**12/22/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**		
Davis 2619 12.16.2021				
001-000-240-558-51-31-02		Clothing WA Workwear - Jacket		$141.30
001-000-240-558-51-31-02		Clothing 4 Corners Dry Cleaning - Apply Patch		$21.74

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
001-000-240-558-51-49-02		Miscellaneous		$23.96
		Michaels Dry Cleaning - Cleaned Tablecloth		
Total Davis 2619 12.16.2021				**$187.00**
EFT Payment 12/22/2021 2:25:17 PM - 1	**12/22/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**		
Esping 9037 12.16.2021				
001-000-180-518-50-31-04		Gen Bldg chairs & Misc Furniture		$663.04
		Costco - TV & Mounts for PD Squad Room		
001-000-180-518-50-49-17		Recognition Awards		$46.47
		C & B Awards - Council Plaque		
001-000-195-525-60-49-03		COVID Technology Costs		$348.55
		Acoustimac - Acoustic Tiles		
001-000-248-518-20-49-02		MDRT Bldg Security Costs		$27.16
		Simplisafe - Alarm Monitoring - MDRT		
001-000-254-518-20-49-00		Facilities Security		$46.88
		Simplisafe - Alarm Panic Buttons		
001-000-254-518-20-49-00		Facilities Security		$27.16
		Simplisafe - Alarm Monitoring - CD/PW		
101-000-000-544-90-31-00		PW Clearing Acct-Supplies		$2.10
		Glacier Water - Bottled Water		
101-000-000-544-90-31-00		PW Clearing Acct-Supplies		$27.13
		Wallmart - Ice Melt		
101-000-000-544-90-31-00		PW Clearing Acct-Supplies		$68.05
		Wallmart - Alluminum File Box, Markers		
101-000-000-544-90-31-00		PW Clearing Acct-Supplies		$2.10
		Glacier Water - Bottled Water		
Total Esping 9037 12.16.2021				**$1,258.64**
EFT Payment 12/22/2021 2:25:17 PM - 1	**12/22/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**		
Henrich 2417 12.16.2021				
001-000-210-521-10-35-00		PD-Firearms Program		$548.97
		Axon - Taser Equip		
001-000-210-521-10-49-01		PD-Training		$493.50
		Next Level Training - SIRT Pistol Training		
Total Henrich 2417 12.16.2021				**$1,042.47**
EFT Payment 12/22/2021 2:25:17 PM - 1	**12/22/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**		
Hershaw 1210 12.16.2021				
001-000-210-521-10-48-01		PD-Vehicle/Eq. Mtc. & Repair		$77.29
		Rock Creek Lube - Oil Change		
Total Hershaw 1210 12.16.2021				**$77.29**

Vendor Transaction Number	Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void	Amount
EFT Payment 12/22/2021 2:25:17 PM - 1		**12/22/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**		
	Kiblinger 7383 12.16.2021				
		001-000-210-521-10-31-04	PD-Uniforms Wethepeople - Holster / Flashlight		$54.35
		001-000-210-521-10-43-00	PD-Lodging, Meals & Mileage Use of Force Training, Stevenson, WA		$303.98
		001-000-210-521-10-43-00	PD-Lodging, Meals & Mileage Training		$62.18
		001-000-210-521-10-43-00	PD-Lodging, Meals & Mileage Use of Force Training, Stevenson, WA		$74.31
		001-000-210-521-10-43-00	PD-Lodging, Meals & Mileage Training		$42.97
		001-000-216-521-10-31-01	Costs Assoc w/Police Recognition Etsy - Year End Awards		$163.05
	Total Kiblinger 7383 12.16.2021				**$700.84**
EFT Payment 12/22/2021 2:25:17 PM - 1		**12/22/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**		
	Lynch 4138 12.16.2021				
		001-000-210-521-11-35-00	PD - Multi City Task Force - Eq & oth Exp Fuel - MCTF Call Out		$50.65
	Total Lynch 4138 12.16.2021				**$50.65**
EFT Payment 12/22/2021 2:25:17 PM - 1		**12/22/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**		
	Martinez Br 4360 12.16.2021				
		001-000-110-511-60-49-00	Training and Workshops Newly Elected Officials Training - Stallard, Smith,Page, Mulvihill, Deleon & O'Donnell		$240.00
		001-000-145-518-80-41-18	Drop Box/Misc software Annual Drop Box Subscription		$131.99
		001-000-145-518-80-41-18	Drop Box/Misc software Annual Amazon Prime Membership		$194.57
		001-000-180-518-50-31-03	Wellness Supplies Service Award Plaques		$347.84
		001-000-180-518-50-41-03	Misc hiring/Employment costs AWC Job Net - Asst Planner / Permit Tech		$50.00
		001-000-213-521-10-41-00	Civil Service Testing Refreshments - Oral Boards		$45.98
	Total Martinez Br 4360 12.16.2021				**$1,010.38**
EFT Payment 12/22/2021 2:25:17 PM - 1		**12/22/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**		
	Martinez Bri 2849 12.16.2021				
		001-000-210-521-10-43-00	PD-Lodging, Meals & Mileage WASPC Con, Stevenson, WA		$58.90

Vendor				
Transaction Number	Invoice Date	Fiscal Description	Void	
Transaction Reference		Name		Amount
Account Number		Title		
001-000-210-521-10-43-00		PD-Lodging, Meals & Mileage		$303.98
		WASPC Con, Stevenson, WA		
001-000-210-521-10-43-00		PD-Lodging, Meals & Mileage		$13.98
		WASPC Con, Stevenson, WA		
001-000-210-521-10-49-01		PD-Training		$1,280.00
		Use of Force Training		
Total Martinez Bri 2849 12.16.2021				**$1,656.86**
EFT Payment 12/22/2021 2:25:17 PM - 1	**12/22/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**		
Metcalf 4013 12.16.2021				
001-000-120-512-50-42-03		Postage		$174.00
		Postage		
Total Metcalf 4013 12.16.2021				**$174.00**
EFT Payment 12/22/2021 2:25:17 PM - 1	**12/22/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**		
Pittam 4402 12.16.2021				
101-000-000-544-90-48-02		PW Clearing- Shared Veh/Equip Maint		$231.07
		ABS Pipe for VactorTrailer		
Total Pittam 4402 12.16.2021				**$231.07**
EFT Payment 12/22/2021 2:25:17 PM - 1	**12/22/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**		
Portman 7684 12.16.2021				
001-000-240-558-60-49-01		Training		$109.41
		WA Dept of Ecol - Shoreline Permit Training		
Total Portman 7684 12.16.2021				**$109.41**
EFT Payment 12/22/2021 2:25:17 PM - 1	**12/22/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**		
Redd 5176 12.16.2021				
001-000-180-518-50-31-03		Wellness Supplies		$77.77
		Supplies for Christmas Party		
001-000-180-518-50-31-03		Wellness Supplies		$676.98
		Catering - Christmas Party		
001-000-180-518-50-31-03		Wellness Supplies		$40.21
		Supplies for Christmas Party		
001-000-180-518-50-31-03		Wellness Supplies		$14.31
		Centerpieces Christmas Party		
001-000-180-518-50-31-03		Wellness Supplies		$39.59
		Table Covers for Christmas Party		
001-000-180-518-50-31-03		Wellness Supplies		$143.70
		Vests		
001-000-246-558-70-31-00		Office Supplies		$59.27
		Paper Goods		

Vendor	Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
		001-000-246-558-70-49-00	Miscellaneous	$85.88
		Uniform - Vest		
		001-000-246-558-70-49-00	Miscellaneous	$96.74
		Vests		
		001-000-246-558-70-49-00	Miscellaneous	$21.29
		Meeting Refreshments		
		001-000-246-558-70-49-00	Miscellaneous	$85.87
		Uniform - Vest		
	Total Redd 5176 12.16.2021			**$1,341.61**
	EFT Payment 12/22/2021 2:25:17 PM - 1	**12/22/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**	
	Reed 12.16.2021			
		001-000-195-525-60-49-03	COVID Technology Costs	$444.42
		Zoom Fees		
		001-000-195-525-60-49-03	COVID Technology Costs	$60.00
		Telecommuter - IT Security		
		001-000-214-521-20-48-04	NetMotion Maintenance Mobile Units	$60.00
		PD - IT Security		
	Total Reed 12.16.2021			**$564.42**
	EFT Payment 12/22/2021 2:25:17 PM - 1	**12/22/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**	
	Riepl 7041 12.16.2021			
		001-000-210-521-10-31-04	PD-Uniforms	$39.96
		Covid Supplies - Masks		
		001-000-210-521-10-31-04	PD-Uniforms	$30.41
		Uniform - Phone Case		
		001-000-210-521-10-35-00	PD-Firearms Program	$563.82
		Uniform - Pouches		
		001-000-210-521-10-35-00	PD-Firearms Program	$90.83
		Uniform - Pouches		
		001-000-210-521-10-35-00	PD-Firearms Program	$114.02
		MRO Mount		
		001-000-210-521-10-35-00	PD-Firearms Program	$2,531.62
		MRO w / Mount		
	Total Riepl 7041 12.16.2021			**$3,370.66**
	EFT Payment 12/22/2021 2:25:17 PM - 1	**12/22/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**	
	Sloss 1135 12.16.2021			
		001-000-210-521-10-49-02	PD-Memberships	$25.00
		2022 WAPRO Membership		
		001-000-214-521-20-42-03	Police Postage	$11.70
	Total Sloss 1135 12.16.2021			**$36.70**

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
EFT Payment 12/22/2021 2:25:17 PM - 1	**12/22/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**		
Sweet 9643 12.16.2021				
401-000-000-534-80-31-01		Water Operating Supplies		$121.46
		Cam Locks		
401-000-000-534-80-31-01		Water Operating Supplies		$360.54
		Cam Lock for 4" flow Meter		
401-000-000-534-80-31-01		Water Operating Supplies		($132.78)
		Return Cam Lock		
Total Sweet 9643 12.16.2021				**$349.22**
Total EFT Payment 12/22/2021 2:25:17 PM - 1				**$13,344.50**
Total First Bankcard				**$13,344.50**
Invoice Cloud				
EFT Payment 12/07/2021 2:25:59 PM - 1	**12/7/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**		
774-2021-11				
November 2021 Service				
001-000-210-521-10-49-04		PD-Bank Analysis Fees/Merch CC Fees		$25.00
		PD Online Portal		
001-000-240-558-51-49-05		Bank Analysis Fees/Merch CC Fees		$25.00
		CD Online Portal		
401-000-000-534-80-49-50		Bank Analysis Fees/Merch CC/ Lien Fees		$11.50
		Water Online Portal & Misc		
407-000-000-535-80-49-50		Bank Analysis Fees/Merch CC/ Lien Fees		$11.50
		Sewer Online Portal & Misc		
410-000-000-531-10-49-50		Bank Analysis Fees/Merch CC/ Lien Fees		$2.00
		Storm Online Portal & Misc		
Total 774-2021-11				**$75.00**
Total EFT Payment 12/07/2021 2:25:59 PM - 1				**$75.00**
Total Invoice Cloud				**$75.00**
Merchant Card Services / Vantive Holding, LLC				
EFT Payment 12/10/2021 2:26:31 PM - 1	**12/10/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**		
12102021 MCS				
November 2021 Service				
001-000-270-576-80-49-01		Bank Analysis Fees/Merch CC Fees		$102.62
		Lake Sawyer Pay Station		
001-000-270-576-80-49-01		Bank Analysis Fees/Merch CC Fees		$199.00

Vendor				
Transaction Number	Invoice Date	Fiscal Description	Void	
Transaction Reference		Name		Amount
Account Number		Title		
	Annual Service Fee			
Total 12102021 MCS				**$301.62**
Total EFT Payment 12/10/2021 2:26:31 PM - 1				**$301.62**
Total Merchant Card Services / Vantive Holding, LLC				**$301.62**
U.S. Postal Service (Black Diamond) Utility Postage Only				
EFT Payment 12/02/2021 2:27:09 PM - 1	**12/2/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**		
12022021 USPS BD				
November 2021 Utility Billing				
401-000-000-534-80-42-01		Postage		$207.61
407-000-000-535-80-42-01		Postage		$207.61
410-000-000-531-10-42-01		Postage		$36.10
Total 12022021 USPS BD				**$451.32**
Total EFT Payment 12/02/2021 2:27:09 PM - 1				**$451.32**
Total U.S. Postal Service (Black Diamond) Utility Postage Only				**$451.32**
US Bank Equipment Finance				
EFT Payment 12/20/2021 2:27:42 PM - 1	**12/20/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**		
12202021 USB				
12/20/2021 - 1/20/2021 Service				
001-000-210-521-10-45-00		PD-Payments - US Bank/Copier		$211.05
001-000-248-518-20-45-03		MDRT-Copier Costs		$211.05
001-000-254-518-20-45-04		City Hall/Comm Deve Copier Lease		$1,050.66
Total 12202021 USB				**$1,472.76**
Total EFT Payment 12/20/2021 2:27:42 PM - 1				**$1,472.76**
Total US Bank Equipment Finance				**$1,472.76**
Washington State Department of Revenue				
EFT Payment 12/28/2021 2:28:25 PM - 1	**12/28/2021**	**2021 - December - December 2021 EFT Batch for 1/20/2022 Council**		
12282021 DOR				
November 2021 Excise Tax				
401-000-000-534-80-44-01		State of WA Utility Excise Tax		$72.31
	B&O Tax: Water			
401-000-000-534-80-44-01		State of WA Utility Excise Tax		$5,148.45
	Utility Tax: Water			

Vendor Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
407-000-000-535-80-44-01		State of WA Excise Tax	($3,096.50)
		Utility Tax: Sewer(KC Credit)	
407-000-000-535-80-44-01		State of WA Excise Tax	$4,091.80
		Utility Tax: Sewer	
407-000-000-535-80-44-01		State of WA Excise Tax	$311.26
		B&O Tax: Sewer	
410-000-000-531-10-44-01		State of Wa Excise Tax	$716.59
		B&O Tax: Storm	
Total 12282021 DOR			**$7,243.91**
Total EFT Payment 12/28/2021 2:28:25 PM - 1			**$7,243.91**
Total Washington State Department of Revenue			**$7,243.91**

Vendor Count 7 **Grand Total $23,324.11**

Voucher Directory with Transaction Date

Vendor	Transaction Number	Transaction Reference	Invoice Date	Account Number	Fiscal Description	Name	Title	Void	Amount
Leih Mulvihill									
	50945		**1/4/2022**		**2021 - December - Early 4th December Batch**				
		01.04.2022 LM							
						Reimbursement For Training			
				001-000-110-511-60-49-00			Training and Workshops		$27.00
							Mastering Public Comment and Public Hearings		
		Total 01.04.2022 LM							**$27.00**
	Total 50945								**$27.00**
Total Leih Mulvihill									**$27.00**
Vision Municipal Solutions, LLC									
	50946		**1/4/2022**		**2021 - December - Early 4th December Batch**				
		01042022 VIS							
						UB2 Software and Data Converson			
				401-000-000-534-80-41-60			Vision Software Maintenance		$2,512.06
				407-000-000-535-80-41-60			Vision Software Maintenance		$2,512.06
				410-000-000-531-10-41-60			Vision Software Maintenance		$436.88
		Total 01042022 VIS							**$5,461.00**
	Total 50946								**$5,461.00**
Total Vision Municipal Solutions, LLC									**$5,461.00**

Vendor Count 2 **Grand Total $5,488.00**

Voucher Directory with Transaction Date

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

AHBL, Inc.

50947	9/30/2021	2021 - December - 4th December Batch for 01/20/2022 Council		
128016				
August 2021 Service				
	001-000-257-558-70-49-00	MDRT Planning Consultant		$19,620.00
	Inv Lost in Mail			
Total 128016				**$19,620.00**
50947	12/31/2021	2021 - December - 4th December Batch for 01/20/2022 Council		
129473				
December 2021 Service				
	001-000-257-558-70-49-00	MDRT Planning Consultant		$22,545.00
Total 129473				**$22,545.00**
50947	12/31/2021	2021 - December - 4th December Batch for 01/20/2022 Council		
129474				
December 2021 Service				
	001-000-240-558-60-41-01	Prof Serv- Long Range Planning		$9,406.25
Total 129474				**$9,406.25**
Total 50947				**$51,571.25**
Total AHBL, Inc.				**$51,571.25**

Amazon Capital Services, Inc.

50948	12/11/2021	2021 - December - 4th December Batch for 01/20/2022 Council		
1FLF-HT77-TJX6				
CH - Supplies				
	001-000-180-518-50-31-00	Office Supplies City Hall		($33.81)
	CM for shortage on shipment			
Total 1FLF-HT77-TJX6				**($33.81)**
50948	12/5/2021	2021 - December - 4th December Batch for 01/20/2022 Council		
1HG9-MFXX-XFY6				
PW - Supplies				
	101-000-000-544-90-48-02	PW Clearing- Shared Veh/Equip Maint		$26.07

		Lift Struts		
Total 1HG9-MFXX-XFY6				**$26.07**
50948	**12/16/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
1RXY-4JJM-VK9P				
IT - Supplies				
001-000-195-525-60-49-03		COVID Technology Costs		($38.40)
		Return Cables - Council Chambers		
Total 1RXY-4JJM-VK9P				**($38.40)**
50948	**12/23/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
1YCX--67P7-M1FT				
IT - Supplies				
001-000-145-518-80-31-00		Tech. Misc.Supplies & parts		$110.83
		Webcams, & Cables,		
Total 1YCX--67P7-M1FT				**$110.83**
Total 50948				**$64.69**
Total Amazon Capital Services, Inc.				**$64.69**

Architects Rasmussen Triebelhorn AIA/PS

50949	**1/5/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
1817				
December 2021 Service				
310-000-002-594-18-62-03		Gen Govt Campus Improvements		$6,736.50
Total 1817				**$6,736.50**
Total 50949				**$6,736.50**
Total Architects Rasmussen Triebelhorn AIA/PS				**$6,736.50**

AWC - Risk Management Service Agency

50950	**1/3/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
94841				
2021 Insurance Premium				
001-000-900-588-10-00-01		AWC Lia.Bld.Equip Ins /Flex Reimbs		$259,854.00
Total 94841				**$259,854.00**
Total 50950				**$259,854.00**
Total AWC - Risk Management Service Agency				**$259,854.00**

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

Black Diamond Auto Parts

50951	**12/6/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
457556			
PW - Veh Maint			
101-000-000-542-66-41-00		Snow & Ice Control	$407.47
		Supplies for Snow & Ice Equipment	
Total 457556			**$407.47**
50951	**12/17/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
457773			
PW - Veh Maint			
101-000-000-542-66-41-00		Snow & Ice Control	$257.75
		Supplies for Snow and Ice Equipment	
Total 457773			**$257.75**
50951	**12/22/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
457902			
PD - Veh Maint			
001-000-210-521-10-48-01		PD-Vehicle/Eq. Mtc. & Repair	$8.69
		Rainex	
Total 457902			**$8.69**
50951	**12/27/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
457908			
MDRT - Veh Maint			
001-000-246-558-70-48-00		Vehicle Repair & Maintenance	$78.20
		Deicer and ice brush	
Total 457908			**$78.20**
Total 50951			**$752.11**
Total Black Diamond Auto Parts			**$752.11**

Blueline

50952	**1/6/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
22676 BLU			
December 2021 Service			
001-000-240-558-60-41-01		Prof Serv- Long Range Planning	$1,821.00
Total 22676 BLU			**$1,821.00**

Vendor	Transaction Number	Transaction Reference	Invoice Date	Account Number	Fiscal Description	Name	Title	Void	Amount
	50952		**1/6/2022**		**2021 - December - 4th December Batch for 01/20/2022 Council**				
		22678							
			December 2021 Service						
				310-000-004-594-76-63-04		Parks Plan			$7,209.00
		Total 22678							**$7,209.00**
	Total 50952								**$9,030.00**
Total Blueline									**$9,030.00**
Cadman, Inc.									
	50953		**10/11/2021**		**2021 - December - 4th December Batch for 01/20/2022 Council**				
		5799507ADJ							
			Adj to clear overpayment						
				101-000-000-544-90-31-00		PW Clearing Acct-Supplies			($119.78)
		Total 5799507ADJ							**($119.78)**
	50953		**12/16/2021**		**2021 - December - 4th December Batch for 01/20/2022 Council**				
		5807775							
			PW - Supplies						
				401-000-000-534-80-48-02		Water System Rep & Mtc-Ext/Int			$151.67
					Booster Station Road Repair				
		Total 5807775							**$151.67**
	Total 50953								**$31.89**
Total Cadman, Inc.									**$31.89**
CallTower, Inc.									
	50954		**12/26/2021**		**2021 - December - 4th December Batch for 01/20/2022 Council**				
		200931624							
			December 2021 Service						
				001-000-120-512-50-42-00		Telephone/DSL			$168.32
					Court Telephone				
				001-000-214-521-20-42-00		Police Tele/web/DSL/Air Cards			$504.95
					Police Telephone				
				001-000-240-558-51-42-00		Telephone			$258.36
					Comm Dev Telephone				
				001-000-246-558-70-42-01		Telephones			$137.72
					MDRT Telephone				
				001-000-254-518-20-42-00		Facilities-Telephones			$437.22
					City Hall Telephone				
				001-000-270-576-80-42-00		Telephone/DSL/Radios			$11.15
					4% Parks Telephone				

Vendor				
Transaction Number	Invoice Date	Fiscal Description		Void
Transaction Reference		Name		Amount
	Account Number		Title	
	001-000-280-536-20-42-00	2% Cemetary Telephone	Telephone, DSL & Radios	$5.57
	101-000-000-542-30-42-01	22% Streets Telephone	Telephone/DSL/Radios	$61.31
	401-000-000-534-80-42-00	24% Water Telephone	Telephone/DSL/Radios	$66.88
	407-000-000-535-80-42-00	24% Sewer Telephone	Telephone/DSL/Radios	$66.88
	410-000-000-531-10-42-00	24% Drainage Telephone	Telephone/DSL/Radios	$66.87
Total 200931624				**$1,785.23**
Total 50954				**$1,785.23**
Total CallTower, Inc.				**$1,785.23**

CHS/Cenex

Transaction Number	Invoice Date	Fiscal Description		Amount
50955	**12/31/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
124244012312021 CH				
December 2021 Fuel				
	001-000-180-518-50-32-01	Central Services - CH	Fuel-Central Services	$37.00
	001-000-181-518-30-32-00	Facilities Clearing	Fuel	$301.00
	001-000-240-558-51-32-00	Com Dev / Inspections	Fuel	$91.58
	001-000-246-558-70-32-00	MDRT	Fuel	$313.49
	001-000-270-576-80-32-00	PARKS 4%	Fuel	$58.72
	001-000-280-536-20-32-00	CEMETERY 2%	Fuel	$29.36
	101-000-000-542-66-41-00	Fuel Flat Bed / Snow Plow	Snow & Ice Control	$74.05
	101-000-000-543-50-32-00	STREETS 22%	Fuel	$322.94
	401-000-000-534-80-32-00	WATER 24%	Fuel	$352.30
	401-000-000-534-80-32-00	Booster Station Generator	Fuel	$316.41
	407-000-000-535-80-32-00	SEWER 24%	Fuel	$352.30

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference		Name	Amount
	Account Number		Title	
	410-000-000-531-10-32-00		Fuel	$352.29
		STORM WATER 24%		
	Total 124244012312021 CH			**$2,601.44**
	50955	**12/31/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
	12827512312021 PD			
	December 2021 Fuel			
	001-000-210-521-10-32-00		PD-Fuel	$2,799.61
		Police		
	Total 12827512312021 PD			**$2,799.61**
	Total 50955			**$5,401.05**
Total CHS/Cenex				**$5,401.05**

City of Black Diamond

Vendor	Transaction Number	Invoice Date	Fiscal Description	Amount
	50956	**12/31/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
	12312021 COBD			
	December 2021 Service			
	001-000-212-521-50-47-01		Water	$49.85
		1399.4 Police Water		
	001-000-212-521-50-47-02		Sewer	$72.37
		1399.4 Police Sewer		
	001-000-212-521-50-47-03		Stormwater	$97.50
		1399.4 Police Storm		
	001-000-248-518-20-47-01		MDRT BD Wtr, Swr, Storm	$58.89
		1399.15 City Hall-MDRT (40%)		
	001-000-254-518-20-47-00		Facilities-Utilities	$88.34
		1399.15 City Hall (60%)		
	001-000-270-575-30-47-01		Museum Water/Sewer/Storm	$147.61
		2070.0 Museum Water - Sewer		
	001-000-270-575-51-47-01		Gym-Stormwater	$39.00
		1399.1 Gym-Stormwater		
	001-000-270-575-51-47-02		Gym-Sewer	$72.37
		1399.0 Gym-Sewer		
	001-000-270-575-51-47-03		Gym-Water	$49.97
		1399.0 Gym-Water		
	001-000-270-576-80-47-01		Water	$3.52
		1399.9 PW Shops-Water		
	001-000-270-576-80-47-01		Water	$35.91
		1399.11 Eagle Creek-Water		
	001-000-270-576-80-47-02		Sewer	$5.79
		1399.9 PW Shops-Sewer		

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
			001-000-270-576-80-47-03		1399.9 PW Shops-Storm		Stormwater		$14.04
			001-000-270-576-80-47-03		1399.2 Boat Launch-Storm		Stormwater		$117.00
			001-000-280-536-20-47-01		1399.8 Cemetery-Water		Water		$35.69
			001-000-280-536-20-47-01		1399.9 PW Shops-Water		Water		$0.88
			001-000-280-536-20-47-01		1399.13 Coal Car		Water		$35.63
			001-000-280-536-20-47-02		1399.9 PW Shops-Sewer		Sewer		$1.45
			001-000-280-536-20-47-03		1399.9 PW Shops-Storm		Stormwater		$3.51
			001-000-530-522-10-47-01		1399.12 Fire Dept-Water		Water		$36.54
			001-000-530-522-10-47-02		1399.12 Fire Dept-Sewer		Sewer		$72.37
			001-000-530-522-10-47-03		1399.4 Fire Dept.-Storm		Stormwater		$48.75
			101-000-000-543-50-47-01		1399.16 Railroad Ave Irrig.		Water		$6.61
			101-000-000-543-50-47-01		1399.9 PW Shops-Water		Water		$35.63
			101-000-000-543-50-47-02		1399.9 PW Shops-Sewer		Sewer		$10.86
			101-000-000-543-50-47-03		1399.19 PW Shops- Storm		Stormwater		$26.32
			401-000-000-534-80-47-01		1399.9 PW Shops-Water		Water		$11.01
			401-000-000-534-80-47-02		1399.9 PW Shops-Sewer		Sewer		$18.09
			401-000-000-534-80-47-03		1399.9 PW Shops-Storm		Stormwater		$43.88
			407-000-000-535-80-47-01		1399.9 PW Shops-Water		Water		$11.01
			407-000-000-535-80-47-02		1399.9 PW Shops-Sewer		Sewer		$18.09
			407-000-000-535-80-47-03		1399.9 PW Shops-Storm		Stormwater		$43.88
			410-000-000-531-10-47-01		1399.9 PW Shops-Water		Water		$11.01

Vendor Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
		410-000-000-531-10-47-02		Sewer		$18.09
			1399.9 PW Shops-Sewer			
		410-000-000-531-10-47-03		Stormwater		$43.88
			1399.9 PW Shops-Storm			
	Total 12312021 COBD					**$1,385.34**
Total 50956						**$1,385.34**
Total City of Black Diamond						**$1,385.34**

City of Black Diamond/Retained Funds

Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
50957			**1/10/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
	01102022 Pac Civ 01 Fire Fl Lp					
		November 2021 Retainage				
		404-000-016-594-34-63-00		Fire Flow Loop		$11,183.75
	Total 01102022 Pac Civ 01 Fire Fl Lp					**$11,183.75**
50957			**1/10/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
	01102022 Pac Civ 02 Fire Fl Lp					
		December 2021 Retainage				
		404-000-016-594-34-63-00		Fire Flow Loop		$7,900.59
	Total 01102022 Pac Civ 02 Fire Fl Lp					**$7,900.59**
50957			**1/10/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
	01102022 Pac Civ 04 Springs					
		November 2021 Retainage				
		402-000-003-594-34-63-06		Springs Water Project		$8,432.64
	Total 01102022 Pac Civ 04 Springs					**$8,432.64**
50957			**1/10/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
	01102022 Pac Civ 05 Springs					
		December 2021 Retainage				
		402-000-003-594-34-63-06		Springs Water Project		$633.50
	Total 01102022 Pac Civ 05 Springs					**$633.50**
Total 50957						**$28,150.48**
Total City of Black Diamond/Retained Funds						**$28,150.48**

Core & Main LP

Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
50958			**12/23/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
	Q149101					
		PW - Supplies				
		401-000-000-534-80-31-04		Water Meters & related costs		$1,443.37

Vendor	Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
		Meter Setter		
	Total Q149101			**$1,443.37**
	Total 50958			**$1,443.37**
Total Core & Main LP				**$1,443.37**

Dicks Heating & A/C Inc

Vendor	Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
	50959	**12/21/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
	235889			
		Gym - Bldg Maint		
		001-000-270-575-51-48-00	Gym Facility Repair & Maintenance	$75.55
		Heater Repair		
	Total 235889			**$75.55**
	Total 50959			**$75.55**
Total Dicks Heating & A/C Inc				**$75.55**

Enumclaw School District

Vendor	Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
	50960	**1/4/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
	04012022 ESD			
		December2021 Mitigation and Impact Fees		
		111-000-100-518-65-49-01	Enumclaw Sch Imp Fees: MPD S/F	$35,888.00
		4 MPD Single Fam		
	Total 04012022 ESD			**$35,888.00**
	Total 50960			**$35,888.00**
Total Enumclaw School District				**$35,888.00**

Enviro Tech Services, Inc

Vendor	Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
	50961	**12/22/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
	CD202203768			
		PW - Supplies		
		101-000-000-542-66-41-00	Snow & Ice Control	$1,282.66
		Meltdown Liquid		
	Total CD202203768			**$1,282.66**
	Total 50961			**$1,282.66**
Total Enviro Tech Services, Inc				**$1,282.66**

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

Federal Eastern International

50962		12/27/2021	2021 - December - 4th December Batch for 01/20/2022 Council	
	53395500			
	PD - Uniforms			
	001-000-210-521-10-31-04		PD-Uniforms	$2,035.06
		Shoulder carriers		
	Total 53395500			**$2,035.06**
Total 50962				**$2,035.06**
Total Federal Eastern International				**$2,035.06**

Ferguson Waterworks #3011

50963		12/28/2021	2021 - December - 4th December Batch for 01/20/2022 Council	
	1059612			
	PW - Supplies			
	401-000-000-534-80-31-01		Water Operating Supplies	$95.32
		PJ Ball		
	Total 1059612			**$95.32**
50963		12/23/2021	2021 - December - 4th December Batch for 01/20/2022 Council	
	1060537			
	PW - Supplies			
	401-000-000-534-80-31-01		Water Operating Supplies	$192.20
		Meter gaskets		
	Total 1060537			**$192.20**
Total 50963				**$287.52**
Total Ferguson Waterworks #3011				**$287.52**

First Net

50964		1/5/2022	2021 - December - 4th December Batch for 01/20/2022 Council	
	287294109909X11132022			
	December 2021 Service			
	001-000-145-518-80-42-00		Tech. Telephone costs	$101.90
		IT		
	001-000-145-518-80-42-01		Tech-Comm-INET Costs-First Net	$782.64
		Data Plans		
	001-000-195-525-60-49-03		COVID Technology Costs	$472.28
		Telecommuters - Covid		
	001-000-214-521-20-42-00		Police Tele/web/DSL/Air Cards	$662.19
		Police		
	001-000-240-558-51-42-00		Telephone	$152.85
		Com Dev		

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
	001-000-246-558-70-42-01		Telephones		$192.89
			MDRT		
	001-000-254-518-20-42-00		Facilities-Telephones		$50.95
			Facilities		
	001-000-254-518-20-42-00		Facilities-Telephones		$101.90
			City Clerk		
	001-000-270-576-80-42-00		Telephone/DSL/Radios		$19.51
			4% Parks		
	001-000-280-536-20-42-00		Telephone, DSL & Radios		$9.75
			2% Cemetery		
	101-000-000-542-30-42-01		Telephone/DSL/Radios		$107.29
			22% Streets		
	401-000-000-534-80-42-00		Telephone/DSL/Radios		$117.04
			24% Water		
	404-000-010-534-80-41-00		SCADA/Telemetry Prof Svs		$87.02
			Scada Routers		
	407-000-000-535-80-42-00		Telephone/DSL/Radios		$117.04
			24% Sewer		
	410-000-000-531-10-42-00		Telephone/DSL/Radios		$117.05
			24% Drainage		
	Total 287294109909X11132022				**$3,092.30**
	Total 50964				**$3,092.30**
Total First Net					**$3,092.30**

Galls, LLC

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
	50965	**12/16/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
	020011862				
	PD - Uniforms				
	001-000-210-521-10-31-04		PD-Uniforms		$90.00
			SI Fives - Black		
	Total 020011862				**$90.00**
	Total 50965				**$90.00**
Total Galls, LLC					**$90.00**

Vendor Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Gunderson Law Firm			
50966	**1/4/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
1173			
December 2021 Service			
001-000-151-515-41-41-04		Court Legal-Pros Attorney	$3,400.00
Total 1173			**$3,400.00**
Total 50966			**$3,400.00**
Total Gunderson Law Firm			**$3,400.00**
Home Depot Credit Service			
50967	**12/28/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
0524207			
Gym - Bldg Supplies			
001-000-270-575-51-31-00		Gym Operating Supplies	$30.41
		Snow Shovel	
Total 0524207			**$30.41**
50967	**12/28/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
0524208			
PW - Supplies			
101-000-000-544-90-31-00		PW Clearing Acct-Supplies	$91.24
Total 0524208			**$91.24**
Total 50967			**$121.65**
Total Home Depot Credit Service			**$121.65**
Honey Bucket/Northwest Cascade Inc.			
50968	**12/21/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
0552505309			
12/21/2021 - 01/17/2022 Service			
001-000-270-576-80-31-00		Portable Restroom Facilty	$123.00
		Regional Park w/ Hand Sanitizer: 0071400003	
Total 0552505309			**$123.00**
Total 50968			**$123.00**
Total Honey Bucket/Northwest Cascade Inc.			**$123.00**

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

HWA GeoSciences Inc.

Transaction Number	Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name	Title	Amount
50969		**12/31/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
	32598				
		December 2021 Service			
		001-000-257-558-70-41-05	MDRT Geotech		$400.00
	Total 32598				**$400.00**
50969		**12/31/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
	32599				
		December 2021 Service			
		001-000-257-558-70-41-05	MDRT Geotech		$100.00
	Total 32599				**$100.00**
Total 50969					**$500.00**

Total HWA GeoSciences Inc. **$500.00**

Ichijo USA Co., LTD

Transaction Number	Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name	Title	Amount
50970		**1/11/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
	4740.59				
		Utility Refund			
		401-000-000-343-40-00-01	Water Charges	Refund Closed Account	$194.00
	Total 4740.59				**$194.00**
Total 50970					**$194.00**

Total Ichijo USA Co., LTD **$194.00**

Jeremy Fortin

Transaction Number	Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name	Title	Amount
50971		**1/7/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
	3932.0				
		December 2021 Utility Refund			
		401-000-000-343-40-00-01	Water Charges	Refund Closed Account	$195.72
	Total 3932.0				**$195.72**
Total 50971					**$195.72**

Total Jeremy Fortin **$195.72**

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

Johnsons Home & Garden

50972 | **12/29/2021** | **2021 - December - 4th December Batch for 01/20/2022 Council**

461233

PW - Supplies

101-000-000-544-90-31-00 | PW Clearing Acct-Supplies | $54.50

Connectors

Total 461233 **$54.50**

Total 50972 **$54.50**

Total Johnsons Home & Garden **$54.50**

King County Finance

50973 | **12/31/2021** | **2021 - December - 4th December Batch for 01/20/2022 Council**

5003715

December 2021 Service

001-000-270-576-80-49-00 | Miscellaneous | $818.00

Recording Fees - Oaths of Office

Total 5003715 **$818.00**

Total 50973 **$818.00**

Total King County Finance **$818.00**

King County Prosecuting Attorney

50974 | **1/4/2022** | **2021 - December - 4th December Batch for 01/20/2022 Council**

01042022 KCPA

December 2021 Court Receipts

633-000-100-589-30-00-00 | Court Fees for King County | $90.64

Court Remittance

Total 01042022 KCPA **$90.64**

Total 50974 **$90.64**

Total King County Prosecuting Attorney **$90.64**

King County Radio Comm Services

50975 | **12/29/2021** | **2021 - December - 4th December Batch for 01/20/2022 Council**

00453495

December 2021 Service

001-000-214-521-20-41-03 | K/C 800 Mhz Radio Costs | $310.88

Total 00453495 **$310.88**

Vendor Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
50975			12/29/2021	2021 - December - 4th December Batch for 01/20/2022 Council	
	00453887				
		December 2021 Service			
		001-000-214-521-20-41-03		K/C 800 Mhz Radio Costs	$80.00
	Total 00453887				$80.00
50975			12/29/2021	2021 - December - 4th December Batch for 01/20/2022 Council	
	17911				
		December 2021 Service			
		001-000-214-521-20-41-03		K/C 800 Mhz Radio Costs	$1,483.76
	Total 17911				$1,483.76
Total 50975					$1,874.64
Total King County Radio Comm Services					$1,874.64

L.N. Curtis & Sons

Vendor Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
50976			12/6/2021	2021 - December - 4th December Batch for 01/20/2022 Council	
	INV549597				
		PD - Uniform			
		001-000-210-521-10-31-04		PD-Uniforms	$275.97
				Mag Pouch, Holster	
	Total INV549597				$275.97
50976			12/7/2021	2021 - December - 4th December Batch for 01/20/2022 Council	
	INV549924				
		PD - Uniform			
		001-000-210-521-10-31-04		PD-Uniforms	$17.56
				Engraved Name Plate	
	Total INV549924				$17.56
50976			12/7/2021	2021 - December - 4th December Batch for 01/20/2022 Council	
	INV549933				
		PD - Uniform			
		001-000-210-521-10-31-04		PD-Uniforms	$227.96
				Flashlight	
	Total INV549933				$227.96
50976			12/27/2021	2021 - December - 4th December Batch for 01/20/2022 Council	
	INV555884				
		PD - Uniform			
		001-000-210-521-10-31-04		PD-Uniforms	$183.32
				Tie Bar, Shirts, Pants, Radio Holder, Hat	
	Total INV555884				$183.32

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	50976			**12/27/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**				
		INV888215							
			PD - Uniform						
			001-000-210-521-10-31-04			PD-Uniforms			$1,569.85
							6 ea Light Kits		
		Total INV888215							**$1,569.85**
	Total 50976								**$2,274.66**
Total L.N. Curtis & Sons									**$2,274.66**
Larry Smith II									
	50977			**1/7/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**				
		5103.0							
			December 2021 Utility Refund						
			401-000-000-343-40-00-01			Water Charges			$91.18
							Refund Closed Account		
		Total 5103.0							**$91.18**
	Total 50977								**$91.18**
Total Larry Smith II									**$91.18**
Law Office of Krista White Swain									
	50978			**12/31/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**				
		12262021 KWS							
			December 2021 Service						
			001-000-120-512-50-41-00			Court Judge			$3,600.00
		Total 12262021 KWS							**$3,600.00**
	Total 50978								**$3,600.00**
Total Law Office of Krista White Swain									**$3,600.00**
Les Schwab Tire Ctr - MV									
	50979			**12/29/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**				
		38600670047							
			PW - Veh Maint						
			101-000-000-542-66-41-00			Snow & Ice Control			$295.62
							2 ea Snow Chains		
		Total 38600670047							**$295.62**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
	50979			**12/15/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		39800506032					
			PW - Veh Maint				
			101-000-000-544-90-48-02		PW Clearing- Shared Veh/Equip Maint		$8.69
					Flat Repair		
		Total 39800506032					**$8.69**
	50979			**12/28/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		39800507868					
			PW - Veh Maint				
			101-000-000-542-66-41-00		Snow & Ice Control		$386.91
					Snow Chains		
		Total 39800507868					**$386.91**
	50979			**12/29/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		39800508201					
			PD - Veh Maint				
			101-000-000-542-66-41-00		Snow & Ice Control		$1,182.48
					Snow Chains		
		Total 39800508201					**$1,182.48**
	Total 50979						**$1,873.70**
Total Les Schwab Tire Ctr - MV							**$1,873.70**
Long Bay Enterprises, Inc							
	50980			**1/3/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		2022-1004					
			December 2021 Service				
			310-000-002-594-18-62-10		Future Campus Planning		$13,348.98
		Total 2022-1004					**$13,348.98**
	Total 50980						**$13,348.98**
Total Long Bay Enterprises, Inc							**$13,348.98**
Madrona Law Group LLC							
	50981			**12/31/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		11106					
			December 2021 Service				
			310-000-002-594-18-62-10		Future Campus Planning		$330.00
			320-000-038-544-40-41-00		Tr Impact Fee Prof Svs		$552.00
		Total 11106					**$882.00**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
	50981			**12/31/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		11107					
			December 2021 Service				
			001-000-150-515-41-41-40		Legal Svs Development Permits		$962.00
					CD - Permit Review		
		Total 11107					**$962.00**
	50981			**12/31/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		11108					
			December 2021 Service				
			001-000-195-525-60-41-39		COVID Legal Service		$69.00
					Covid		
		Total 11108					**$69.00**
	50981			**12/31/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		11109					
			December 2021 Service				
			001-000-150-515-41-41-01		Legal Services-General Govt		$3,401.55
					General City Billing		
			101-000-000-543-30-41-05		Legal Costs		$755.90
					General City Billing		
			401-000-000-534-80-41-04		Legal Svcs		$1,133.85
					General City Billing		
			407-000-000-535-80-41-09		Legal Costs		$1,133.85
					General City Billing		
			410-000-000-531-10-41-01		Legal Costs		$1,133.85
					General City Billing		
		Total 11109					**$7,559.00**
	50981			**12/31/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		11110					
			December 2021 Service				
			001-000-150-515-45-41-10		Legal Lawsuits/Other Charges		$1,710.00
					Lawsuit - Koler		
		Total 11110					**$1,710.00**
	50981			**12/31/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		11111					
			December 2021 Service				
			001-000-150-515-41-41-02		Legal Services -Employment		$46.00
					Employment		
		Total 11111					**$46.00**

Vendor	Transaction Number	Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void	Amount
	50981	**11112**	**12/31/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
			December 2021 Service			
			001-000-257-558-70-41-00	MDRT Legal Services MDRT / OakPoint		$3,720.00
		Total 11112				**$3,720.00**
	50981	**11113**	**12/31/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
			December 2021 Service			
			001-000-150-515-41-41-17	Legal Costs-Public Disc/Oth WFSE V State Of WA		$590.00
		Total 11113				**$590.00**
	50981	**11114**	**12/31/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
			December 2021 Service			
			001-000-150-515-41-41-40	Legal Svs Development Permits PW - Permit Review		$180.00
		Total 11114				**$180.00**
	50981	**11115**	**12/31/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
			December 2021 Service			
			001-000-150-515-41-41-17	Legal Costs-Public Disc/Oth WFSE V State Of WA		$39.00
		Total 11115				**$39.00**
	Total 50981					**$15,757.00**
Total Madrona Law Group LLC						**$15,757.00**
Mayene Miller						
	50982	**12312021 MM**	**12/31/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
			Aflac Reimbursement			
			001-000-900-588-10-00-01	AWC Lia.Bld.Equip Ins /Flex Reimbs		$147.06
		Total 12312021 MM				**$147.06**
	Total 50982					**$147.06**
Total Mayene Miller						**$147.06**

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

McClure and Sons, Inc.

50983			1/10/2022	2021 - December - 4th December Batch for 01/20/2022 Council	
	01102022 MC&S 12				
		December 2021 Service			
		402-000-003-594-34-63-06		Springs Water Project	$27,681.96
	Total 01102022 MC&S 12				$27,681.96
Total 50983					$27,681.96
Total McClure and Sons, Inc.					$27,681.96

OakRidge Homes

50984			1/7/2022	2021 - December - 4th December Batch for 01/20/2022 Council	
	5226.37				
		December 2021 Utility Refund			
		401-000-000-343-40-00-01		Water Charges	$175.20
				Refund Closed Account	
	Total 5226.37				$175.20
50984			1/7/2022	2021 - December - 4th December Batch for 01/20/2022 Council	
	5226.39				
		December 2021 Utility Refund			
		401-000-000-343-40-00-01		Water Charges	$234.85
				Refund Closed Account	
	Total 5226.39				$234.85
50984			1/7/2022	2021 - December - 4th December Batch for 01/20/2022 Council	
	5226.56				
		December 2021 Utility Refund			
		401-000-000-343-40-00-01		Water Charges	$44.88
				Refund Closed Account	
	Total 5226.56				$44.88
Total 50984					$454.93
Total OakRidge Homes					$454.93

O'Brien, Barton, & Hopkins, PLLP

50985			1/5/2022	2021 - December - 4th December Batch for 01/20/2022 Council	
	68806 OBH				
		December 2021 Service			
		001-000-151-515-91-41-00		Court Legal-Public Defender	$3,750.00

Vendor Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description Name / Title	Void Amount
001-000-151-515-91-41-04		Pub Def-Def.Critical phone advise	$150.00
Total 68806 OBH			**$3,900.00**
Total 50985			**$3,900.00**
Total O'Brien, Barton, & Hopkins, PLLP			**$3,900.00**
Office Products Nationwide			
50986	**12/23/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
1166298-0			
CH - Office Supplies			
001-000-180-518-50-31-00		Office Supplies City Hall	$29.22
	Hole punch reinforcements		
Total 1166298-0			**$29.22**
Total 50986			**$29.22**
Total Office Products Nationwide			**$29.22**
Pacific Civil and Infrastructure			
50987	**1/10/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
01102022 01 Fire Fl Lp			
November 2021 Service			
404-000-016-594-34-63-00		Fire Flow Loop	$231,950.98
Total 01102022 01 Fire Fl Lp			**$231,950.98**
50987	**1/10/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
01102022 02 Fire Fl Lp			
December 2021 Service			
404-000-016-594-34-63-00		Fire Flow Loop	$163,857.61
Total 01102022 02 Fire Fl Lp			**$163,857.61**
50987	**1/10/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
01102022 04 Springs			
November 2021 Service			
402-000-003-594-34-63-06		Springs Water Project	$174,892.84
Total 01102022 04 Springs			**$174,892.84**

Vendor	Transaction Number	Transaction Reference	Invoice Date	Account Number	Fiscal Description	Name	Title	Void	Amount
	50987		**1/10/2022**		**2021 - December - 4th December Batch for 01/20/2022 Council**				
		01102022 05 Springs							
				December 2021 Service					
				402-000-003-594-34-63-06		Springs Water Project			$13,138.79
		Total 01102022 05 Springs							**$13,138.79**
	Total 50987								**$583,840.22**
Total Pacific Civil and Infrastructure									**$583,840.22**

Parametrix, Inc.

Vendor	Transaction Number	Transaction Reference	Invoice Date	Account Number	Fiscal Description	Name	Title	Void	Amount
	50988		**12/15/2021**		**2021 - December - 4th December Batch for 01/20/2022 Council**				
		31760							
				November 2021 Service					
				404-000-016-594-34-63-00		Fire Flow Loop			$1,221.25
		Total 31760							**$1,221.25**
	50988		**1/5/2022**		**2021 - December - 4th December Batch for 01/20/2022 Council**				
		32207							
				December 2021 Service					
				001-000-257-558-70-41-06		MDRT Surveyor-Parametrix			$1,507.50
		Total 32207							**$1,507.50**
	50988		**1/5/2022**		**2021 - December - 4th December Batch for 01/20/2022 Council**				
		32208							
				December 2021 Service					
				001-000-257-558-70-41-06		MDRT Surveyor-Parametrix			$1,688.75
		Total 32208							**$1,688.75**
	50988		**1/5/2022**		**2021 - December - 4th December Batch for 01/20/2022 Council**				
		32209							
				December 2021 Service					
				001-000-257-558-70-41-06		MDRT Surveyor-Parametrix			$3,252.50
		Total 32209							**$3,252.50**
	50988		**1/5/2022**		**2021 - December - 4th December Batch for 01/20/2022 Council**				
		32210							
				December 2021 Service					
				001-000-257-558-70-41-06		MDRT Surveyor-Parametrix			$2,238.75
		Total 32210							**$2,238.75**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
	50988			**1/6/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		32290 PAR					
			December 2021 Service				
			001-000-257-558-70-41-03		MDRT Traffic Engineering-Parametrix		$720.00
		Total 32290 PAR					**$720.00**
	50988			**1/6/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		32291 PAR					
			December 2021 Service				
			001-000-257-558-70-41-03		MDRT Traffic Engineering-Parametrix		$1,962.50
		Total 32291 PAR					**$1,962.50**
	50988			**1/6/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		32292					
			December 2021 Service				
			001-000-257-558-70-41-03		MDRT Traffic Engineering-Parametrix		$1,170.00
		Total 32292					**$1,170.00**
	50988			**1/6/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		32293 PAR					
			December 2021 Service				
			001-000-257-558-70-41-03		MDRT Traffic Engineering-Parametrix		$790.00
		Total 32293 PAR					**$790.00**
	50988			**1/6/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		32294					
			December 2021 Service				
			001-000-257-558-70-41-03		MDRT Traffic Engineering-Parametrix		$13,477.50
		Total 32294					**$13,477.50**
	50988			**1/6/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		32296					
			December 2021 Service				
			001-000-257-558-70-41-03		MDRT Traffic Engineering-Parametrix		$1,285.00
		Total 32296					**$1,285.00**
	50988			**1/6/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		32297					
			December 2021 Service				
			001-000-257-558-70-41-03		MDRT Traffic Engineering-Parametrix		$1,770.00
		Total 32297					**$1,770.00**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
	50988			1/6/2022	**2021 - December - 4th December Batch for 01/20/2022 Council**	
		32298				
			December 2021 Service			
			001-000-257-558-70-41-03		MDRT Traffic Engineering-Parametrix	$990.00
		Total 32298				**$990.00**
	50988			1/5/2022	**2021 - December - 4th December Batch for 01/20/2022 Council**	
		32299				
			December 2021 Service			
			410-000-010-531-10-11-07		KC- Covington Crk Culvert Replacement-Mgmt	$4,441.25
		Total 32299				**$4,441.25**
	50988			1/10/2022	**2021 - December - 4th December Batch for 01/20/2022 Council**	
		32377				
			December 2021 Service			
			401-000-000-534-80-41-10		Professional Services	$1,635.00
					Easement Pln 112106-9125 & 112106-9036	
		Total 32377				**$1,635.00**
	50988			1/10/2022	**2021 - December - 4th December Batch for 01/20/2022 Council**	
		32400				
			December 2021 Service			
			401-000-000-534-80-41-10		Professional Services	$1,172.50
					Easement PLN 112106-9125 & 112106-9036	
		Total 32400				**$1,172.50**
	Total 50988					**$39,322.50**
Total Parametrix, Inc.						**$39,322.50**
Pollardwater.com-West						
	50989			12/7/2021	**2021 - December - 4th December Batch for 01/20/2022 Council**	
		0204632				
			PW - Supplies			
			401-000-000-534-80-31-01		Water Operating Supplies	$190.50
					Soil Probe, Gate Valve	
		Total 0204632				**$190.50**
	50989			12/28/2021	**2021 - December - 4th December Batch for 01/20/2022 Council**	
		0205389				
			PW - Supplies			
			401-000-000-534-80-31-01		Water Operating Supplies	$157.97

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
						Screws, Shroud & Lid Assembly, Handle			
		Total 0205389							**$157.97**
	Total 50989								**$348.47**
Total Pollardwater.com-West									**$348.47**

Public Safety Testing, Inc

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	50990			**12/27/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**				
		2021-785							
			4th Qtr2021 Service						
			001-000-210-521-10-41-00			PD-Professional Services			$221.00
						Recruiting Assistance			
		Total 2021-785							**$221.00**
	Total 50990								**$221.00**
Total Public Safety Testing, Inc									**$221.00**

Republic Services #176

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	50991			**12/31/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**				
		0176-006612951							
			December 2021 Service						
			001-000-248-518-20-47-03			MDRT-Waste Disposal Costs			$147.93
						MDRT			
			001-000-254-518-20-47-01			Facilities-Waste Disposal			$221.90
						City Hall			
		Total 0176-006612951							**$369.83**
	50991			**12/31/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**				
		0176-006613212							
			December 2021 Service						
			001-000-270-576-80-47-04			Garbage & Waste Disposal			$203.48
						PW-Parks			
			001-000-280-536-20-47-04			Waste Disposal			$16.28
						PW-Cemetery			
			101-000-000-543-50-47-04			Waste Disposal			$130.23
						PW-Street			
			401-000-000-534-80-47-04			Waste Disposal			$154.64
						PW-Water			
			407-000-000-535-80-47-04			Waste Disposal			$154.64
						PW-Sewer			

Vendor Transaction Number	Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void Amount
		410-000-000-531-10-47-04	Waste Disposal	$154.64
			PW-Drainage	
	Total 0176-006613212			**$813.91**
50991		**12/31/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
	0176-006613344			
		December 2021 Service		
		001-000-212-521-50-47-04	Waste Disposal	$369.83
			Police & Court	
	Total 0176-006613344			**$369.83**
Total 50991				**$1,553.57**
Total Republic Services #176				**$1,553.57**

RH2 Engineering Inc.

Vendor Transaction Number	Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void Amount
50992		**1/5/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
	84564 RH2			
		December 2021 Service		
		404-000-016-594-34-63-00	Fire Flow Loop	$4,554.60
	Total 84564 RH2			**$4,554.60**
50992		**1/5/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
	84565			
		December 2021 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	$10,745.76
	Total 84565			**$10,745.76**
50992		**1/7/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
	84613			
		December 2021 Service		
		401-000-000-534-80-41-10	Professional Services	$165.03
			Water System Calibration	
		401-000-000-534-80-41-10	Professional Services	$124.03
			King County Zoning Assistance	
		401-000-400-534-80-41-10	PW-Permit Consultant Exp	$166.82
			Review Retail South Water Main	
		401-000-400-534-80-41-10	PW-Permit Consultant Exp	$111.21
			Foothills Civil & Tech Report Review	
		404-000-016-594-34-63-00	Fire Flow Loop	$82.51
		404-000-016-594-34-63-00	Fire Flow Loop	$750.30
		407-000-000-535-80-41-01	Professional Services-Sewer	$1,671.55
			Lake Sawyer Rd Flow Meter	
	Total 84613			**$3,071.45**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	50992			1/7/2022	2021 - December - 4th December Batch for 01/20/2022 Council				
		84622							
			December 2021 Service						
			402-000-003-594-34-63-06			Springs Water Project			$15,767.25
			404-000-016-594-34-63-00			Fire Flow Loop			$3,371.88
		Total 84622							**$19,139.13**
	Total 50992								**$37,510.94**
Total RH2 Engineering Inc.									**$37,510.94**
Robert Erickson									
	50993			1/10/2022	2021 - December - 4th December Batch for 01/20/2022 Council				
		5168.0.2							
			December 2021 Utility Refund						
			401-000-000-343-40-00-01			Water Charges			$7.95
							Refund Closed Account		
		Total 5168.0.2							**$7.95**
	Total 50993								**$7.95**
Total Robert Erickson									**$7.95**
Ron & Leo's Welding Service									
	50994			12/22/2021	2021 - December - 4th December Batch for 01/20/2022 Council				
		222998							
			PW - Eq / Veh Maint						
			101-000-000-542-66-41-00			Snow & Ice Control			$175.47
							Plow Repair		
		Total 222998							**$175.47**
	50994			12/22/2021	2021 - December - 4th December Batch for 01/20/2022 Council				
		223001							
			PW - Eq / Veh Maint						
			101-000-000-542-66-41-00			Snow & Ice Control			$78.99
							Plow Repair		
		Total 223001							**$78.99**
	50994			12/22/2021	2021 - December - 4th December Batch for 01/20/2022 Council				
		223002							
			PW - Eq / Veh Maint						
			101-000-000-542-66-41-00			Snow & Ice Control			$45.04
							Plow Repair		
		Total 223002							**$45.04**

Vendor Transaction Number	Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void	Amount
50994	**223005**	**12/23/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		PW - Eq / Veh Maint			
		101-000-000-542-66-41-00	Snow & Ice Control Plow Repair		$15.44
	Total 223005				**$15.44**
50994	**223017**	**12/23/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		PW - Eq / Veh Maint			
		101-000-000-542-66-41-00	Snow & Ice Control Plow Repair		$168.62
	Total 223017				**$168.62**
Total 50994					**$483.56**
Total Ron & Leo's Welding Service					**$483.56**

Ronald & Carolyn Carroll

Vendor Transaction Number	Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void	Amount
50995	**12152021 RCC**	**12/15/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		PW - Permit Refund			
		001-000-000-369-81-00-00	Cash Over/Short Refund BLD21-0242 Frontage Fees Not Required		$1,426.50
	Total 12152021 RCC				**$1,426.50**
Total 50995					**$1,426.50**
Total Ronald & Carolyn Carroll					**$1,426.50**

Severson's Building Maintenance

Vendor Transaction Number	Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void	Amount
50996	**576109**	**12/31/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		December 2021 Service			
		001-000-270-575-51-48-00	Gym Facility Repair & Maintenance Gym Janitorial Services		$300.00
	Total 576109				**$300.00**
50996	**576111**	**12/31/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		December 2021 Service			
		101-000-000-544-90-48-01	PW Clearing-shared Shop Cost PW Shop Janitorial Services		$250.00
	Total 576111				**$250.00**

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
50996	12/31/2021	2021 - December - 4th December Batch for 01/20/2022 Council	
576143			
December 2021 Service			
001-000-212-521-50-41-03		Police Custodial Cost	$625.00
		Police/Court Janitorial Services	
Total 576143			**$625.00**
50996	12/31/2021	2021 - December - 4th December Batch for 01/20/2022 Council	
576144			
December 2021 Service			
001-000-248-518-20-49-01		MDRT Bldg Custodial Costs	$225.00
		MDRT Janitorial Services	
001-000-254-518-20-49-01		Facilities Bldg.Custodial & Maint.	$900.00
		City Hall/Com Dev Janitorial Services	
Total 576144			**$1,125.00**
Total 50996			**$2,300.00**
Total Severson's Building Maintenance			**$2,300.00**
SHI International Corp.			
50997	12/31/2021	2021 - December - 4th December Batch for 01/20/2022 Council	
B14561811			
IT - Repair & Maint			
001-000-145-518-80-48-00		Tech. Repairs & Mtc costs	$283.23
		CH Server Parts	
Total B14561811			**$283.23**
Total 50997			**$283.23**
Total SHI International Corp.			**$283.23**
South Correctional Entity			
50998	1/12/2022	2021 - December - 4th December Batch for 01/20/2022 Council	
5684			
December 2021 Service			
001-000-211-523-60-49-00		Jail Costs	$5,520.00
		30 days	
001-000-211-523-60-49-02		Prisoner Lang/ Medical Costs	$4,770.00
		Medical	
Total 5684			**$10,290.00**
Total 50998			**$10,290.00**
Total South Correctional Entity			**$10,290.00**

Vendor Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
Summit Law Group, PLLC			
50999	**12/31/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
132920			
November 2021 Service			
001-000-150-515-41-41-02		Legal Services -Employment	$1,682.00
Teamsters			
Total 132920			**$1,682.00**
Total 50999			**$1,682.00**
Total Summit Law Group, PLLC			**$1,682.00**
Thomson Reuters - West			
51000	**1/1/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
845635342			
December 2021 Service			
001-000-210-521-10-41-07		PD-Prof Serv/Leads Online-Pawn shop	$195.66
Total 845635342			**$195.66**
Total 51000			**$195.66**
Total Thomson Reuters - West			**$195.66**
TRM Wood Products Co. Inc.			
51001	**12/21/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
407869			
PW - Supplies			
101-000-000-544-90-48-01		PW Clearing-shared Shop Cost	$779.60
Lumber & Screws,			
Total 407869			**$779.60**
Total 51001			**$779.60**
Total TRM Wood Products Co. Inc.			**$779.60**
UBM			
51002	**1/4/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
INV464753			
December 2021 Service			
001-000-120-512-50-49-02		Printing and Binding	$41.28
Total INV464753			**$41.28**
Total 51002			**$41.28**
Total UBM			**$41.28**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
Uline							
	51003			**12/14/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		142658505					
			Parks - Supplies				
			001-000-270-576-80-31-03		Parks Operating Supplies		$254.92
					Refuse Containers		
		Total 142658505					**$254.92**
	51003			**12/14/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		142663669					
			Parks - Supplies				
			001-000-270-576-80-31-03		Parks Operating Supplies		$33.47
					Refuse containers		
		Total 142663669					**$33.47**
	51003			**12/15/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		142726435					
			Parks - Supplies				
			001-000-270-576-80-31-03		Parks Operating Supplies		($106.53)
					Returned Refuse Container		
		Total 142726435					**($106.53)**
	Total 51003						**$181.86**
Total Uline							**$181.86**
Utilities Underground Location Center							
	51004			**12/31/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		1120126					
			December 2021 Service				
			401-000-000-534-80-41-08		Locating Service		$70.95
					55 locates		
		Total 1120126					**$70.95**
	Total 51004						**$70.95**
Total Utilities Underground Location Center							**$70.95**
Varius Inc.							
	51005			**1/5/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**		
		1458 VAR					
			December 2021 Service				
			001-000-257-558-70-41-02		MDRT Civil Engineering		$498.00
		Total 1458 VAR					**$498.00**

Vendor	Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
	51005	**1/5/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
	1459 VAR			
		December 2021 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	$1,494.00
	Total 1459 VAR			**$1,494.00**
	51005	**1/5/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
	1460 VAR			
		December 2021 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	$1,066.20
	Total 1460 VAR			**$1,066.20**
	51005	**1/5/2022**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
	1461 VAR			
		December 2021 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	$996.00
	Total 1461 VAR			**$996.00**
	Total 51005			**$4,054.20**
Total Varius Inc.				**$4,054.20**
Vision Forms, LLC.				
	51006	**12/27/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
	6903			
		Fin - Check Printing		
		001-000-180-518-50-49-02	Printing Vouchers/Receipts	$743.15
			A/P Checks	
	Total 6903			**$743.15**
	Total 51006			**$743.15**
Total Vision Forms, LLC.				**$743.15**
Washington State Patrol				
	51007	**12/15/2021**	**2021 - December - 4th December Batch for 01/20/2022 Council**	
	00075908			
		December 2021 Service		
		001-000-214-521-20-42-02	WSP Access	$600.00
			Qtrly WSP Access Fee	
	Total 00075908			**$600.00**

Vendor	Transaction Number	Transaction Reference	Invoice Date	Account Number	Fiscal Description	Name	Title	Void	Amount
	51007		**1/4/2022**		**2021 - December - 4th December Batch for 01/20/2022 Council**				
		I22003496							
				December 2021 Service					
				633-000-500-589-30-00-00		CPL Fees for WSP/FBI - Fingerprint			$66.25
						Fingerprints - CPL			
		Total I22003496							**$66.25**
	Total 51007								**$666.25**
Total Washington State Patrol									**$666.25**
Washington State Treasurer									
	51008		**1/4/2022**		**2021 - December - 4th December Batch for 01/20/2022 Council**				
		01042022 WST							
				December 2021 Court Receipts					
				633-000-200-589-30-00-00		Court Fees for WA State Treasurer			$6,200.46
						Court Remittance			
		Total 01042022 WST							**$6,200.46**
	51008		**1/4/2022**		**2021 - December - 4th December Batch for 01/20/2022 Council**				
		01042022 WST Permit Fees							
				4th Qtr 2021 Building Fees					
				633-000-300-589-30-00-00		Bldg Permit Fees for State Treasurer			$181.00
						Building Fees			
		Total 01042022 WST Permit Fees							**$181.00**
	Total 51008								**$6,381.46**
Total Washington State Treasurer									**$6,381.46**
Water Management Laboratories, Inc.									
	51009		**12/23/2021**		**2021 - December - 4th December Batch for 01/20/2022 Council**				
		199658							
				December 2021 Service					
				401-000-000-534-80-41-02		Water Testing and Sampling			$48.00
		Total 199658							**$48.00**
	51009		**12/28/2021**		**2021 - December - 4th December Batch for 01/20/2022 Council**				
		199739							
				December 2021 Service					
				401-000-000-534-80-41-02		Water Testing and Sampling			$21.00
		Total 199739							**$21.00**

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
51009	1/4/2022	**2021 - December - 4th December Batch for 01/20/2022 Council**	
199812			
December 2021 Service			
401-000-000-534-80-41-02		Water Testing and Sampling	$21.00
Total 199812			**$21.00**
Total 51009			**$90.00**
Total Water Management Laboratories, Inc.			**$90.00**

Vendor Count 63 **Grand Total $1,177,962.19**

Voucher Directory with Transaction Date

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
Alpine Products Inc.				
	51010	**1/5/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**	
	TM-206867			
	PW - Supplies			
	101-000-000-542-64-31-01		Street Signs	$316.78
	Total TM-206867			**$316.78**
	Total 51010			**$316.78**
Total Alpine Products Inc.				**$316.78**
Amazon Capital Services, Inc.				
	51011	**1/8/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**	
	139L-CTJG-GT9J			
	CH - Supplies			
	001-000-180-518-50-31-00		Office Supplies City Hall	$58.54
			Folders, inked stampers	
	Total 139L-CTJG-GT9J			**$58.54**
	51011	**1/4/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**	
	146H-6V9C-31RW			
	CH - Supplies			
	001-000-180-518-50-31-00		Office Supplies City Hall	$36.78
			Calendar, Manilla Envelopes	
	Total 146H-6V9C-31RW			**$36.78**
	51011	**1/10/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**	
	14HC-VQNL-96CL			
	CH - Supplies			
	001-000-180-518-50-31-00		Office Supplies City Hall	$123.29
			Office Supplies - City Hall	
	Total 14HC-VQNL-96CL			**$123.29**

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
	51011	**1/2/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**	
	19VK-CPPP-R3KR			
	CD/PW - Supplies			
	001-000-240-558-51-31-04		Clg-Office Supplies-CD/PW	$166.26
			Digital Converter for Conference Room	
	Total 19VK-CPPP-R3KR			**$166.26**
	51011	**1/2/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**	
	1C79-YV4P-VMYF			
	CH - Supplies			
	001-000-180-518-50-31-00		Office Supplies City Hall	$209.93
			Printer Paper	
	001-000-254-518-20-31-00		Facilities Operating Supplies	$93.45
			Restroom Supplies	
	Total 1C79-YV4P-VMYF			**$303.38**
	51011	**1/5/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**	
	1G1CXJXP-76PP			
	CH - Supplies			
	001-000-180-518-50-31-00		Office Supplies City Hall	$56.62
			!099 Forms, Sheet Protectors	
	Total 1G1CXJXP-76PP			**$56.62**
	51011	**1/8/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**	
	1GTF-DD96-K4GG			
	CH - Supplies			
	001-000-254-518-20-31-00		Facilities Operating Supplies	($63.83)
			Returned Hand Soap	
	Total 1GTF-DD96-K4GG			**($63.83)**
	Total 51011			**$681.04**
Total Amazon Capital Services, Inc.				**$681.04**
Association of Washington Cities				
	51012	**12/16/2021**	**2022 - January - 2nd January Batch for 01.20.2022 Council**	
	94092			
	2022 Membership Dues			
	001-000-180-518-50-49-09		AWC Membership	$3,852.00
	Total 94092			**$3,852.00**
	Total 51012			**$3,852.00**
Total Association of Washington Cities				**$3,852.00**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
Black Diamond Community Center							
	51013			**1/6/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**		
		01062022 BDCC					
			2022 Annual Support				
			001-000-270-575-50-49-00		Community Center Support		$20,500.00
		Total 01062022 BDCC					**$20,500.00**
	Total 51013						**$20,500.00**
Total Black Diamond Community Center							**$20,500.00**
Cadman, Inc.							
	51014			**1/3/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**		
		5809288					
			PW - Supplies				
			101-000-000-542-66-31-00		Sand & Salt - Snow & Ice		$2,812.47
				Sand			
		Total 5809288					**$2,812.47**
	Total 51014						**$2,812.47**
Total Cadman, Inc.							**$2,812.47**
Ferguson Waterworks #3011							
	51015			**1/5/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**		
		1059665					
			PW - Supplies				
			401-000-000-534-80-31-01		Water Operating Supplies		$229.63
				Washers, Adaptors, hose bib			
		Total 1059665					**$229.63**
	Total 51015						**$229.63**
Total Ferguson Waterworks #3011							**$229.63**
Greater Maple Valley-Black Diamond Chamber of Commerce							
	51016			**1/3/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**		
		12213					
			2022 Membership Dues				
			001-000-180-518-50-49-14		Membership MV/BD Chamber		$275.00
		Total 12213					**$275.00**
	Total 51016						**$275.00**
Total Greater Maple Valley-Black Diamond Chamber of Commerce							**$275.00**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
H.D. Fowler Company									
	51017			**1/3/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**				
		I5989112							
			PW - Supplies						
			401-000-000-534-80-31-04			Water Meters & related costs			$1,402.06
						Meter Setter, 4" Storz			
		Total I5989112							**$1,402.06**
	51017			**1/7/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**				
		I5991604							
			PW - Supplies						
			401-000-000-534-80-41-02			Water Testing and Sampling			$109.91
						Chlorine Test Strips			
		Total I5991604							**$109.91**
	Total 51017								**$1,511.97**
Total H.D. Fowler Company									**$1,511.97**
Home Depot Credit Service									
	51018			**1/5/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**				
		2611617							
			FAC - Supplies						
			001-000-254-518-20-49-01			Facilities Bldg.Custodial & Maint.			$25.57
						Command Hanging Strip			
		Total 2611617							**$25.57**
	51018			**1/5/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**				
		2624128							
			COVID Tech Supplies						
			001-000-195-525-60-49-03			COVID Technology Costs			$124.68
						Council Chambers lumber, Cabledrop, Coax Cable			
		Total 2624128							**$124.68**
	51018			**1/5/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**				
		2624129							
			FAC - Supplies						
			001-000-254-518-20-49-01			Facilities Bldg.Custodial & Maint.			$11.39
						Air Freshener			
		Total 2624129							**$11.39**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	51018			**1/5/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**				
		2624130							
			COVID Supplies						
			001-000-195-525-60-31-02			COVID PPE & Safety Supplies			$102.20
					Sanitizer, cleanser, soap				
		Total 2624130							**$102.20**
	51018			**1/8/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**				
		9623069							
			COVID Supplies						
			001-000-195-525-60-49-03			COVID Technology Costs			$39.57
					Cable, cable supplies Council chambers				
		Total 9623069							**$39.57**
	Total 51018								**$303.41**
Total Home Depot Credit Service									**$303.41**
Honey Bucket/Northwest Cascade Inc.									
	51019			**1/4/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**				
		0552528453							
			January 2022 Service						
			001-000-270-576-80-31-00			Portable Restroom Facilty			$98.00
					Parks-Boat Launch Rental: 145291				
		Total 0552528453							**$98.00**
	51019			**1/4/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**				
		0552528454							
			January 2021 Service						
			001-000-270-576-80-31-00			Portable Restroom Facilty			$98.00
					Lake Sawyer Regional Park: 71400002				
		Total 0552528454							**$98.00**
	Total 51019								**$196.00**
Total Honey Bucket/Northwest Cascade Inc.									**$196.00**
Johnsons Home & Garden									
	51020			**1/3/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**				
		461287							
			PW - Supplies						
			101-000-000-544-90-48-02			PW Clearing- Shared Veh/Equip Maint			$299.91
					Lumber and supplies to repair trailer				
		Total 461287							**$299.91**

Vendor	Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
	51020	**1/4/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**	
	461307			
		PW - Supplies		
		101-000-000-544-90-31-00	PW Clearing Acct-Supplies	$130.69
			Adhesives	
	Total 461307			**$130.69**
	51020	**1/5/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**	
	461343			
		PW - Supplies		
		101-000-000-544-90-31-00	PW Clearing Acct-Supplies	$94.54
			Rotary Tool, Cleaning Supplies	
	Total 461343			**$94.54**
	51020	**1/10/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**	
	461425			
		PW - Supplies		
		101-000-000-544-90-31-00	PW Clearing Acct-Supplies	$120.81
			Bench Grinder, Safety Glasses. Misc Nuts, Washers	
	Total 461425			**$120.81**
	51020	**1/12/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**	
	461428			
		PW - Supplies		
		101-000-000-544-90-31-00	PW Clearing Acct-Supplies	($97.82)
			Returned Bench Grinder	
	Total 461428			**($97.82)**
	Total 51020			**$548.13**
Total Johnsons Home & Garden				**$548.13**
King County Finance - Wastewater Treat Div.				
	51021	**1/1/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**	
	30033291			
		January 2022 Service		
		407-000-000-535-80-41-04	Metro Sewer Charges	$92,726.14
	Total 30033291			**$92,726.14**
	Total 51021			**$92,726.14**
Total King County Finance - Wastewater Treat Div.				**$92,726.14**

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

King County Municipal Clerk's Association

51022		1/6/2022	2022 - January - 2nd January Batch for 01.20.2022 Council	
	01062022 KCMC			
		2022 Membership Dues - Martinez and Thornquist		
		001-000-137-514-21-49-02	Memberships	$60.00
			B Martinez, C Thornquist	
	Total 01062022 KCMC			**$60.00**
Total 51022				**$60.00**
Total King County Municipal Clerk's Association				**$60.00**

King County Police Chief's Association

51023		1/1/2022	2022 - January - 2nd January Batch for 01.20.2022 Council	
	22-003			
		2022 Membership Dues		
		001-000-210-521-10-49-02	PD-Memberships	$50.00
	Total 22-003			**$50.00**
Total 51023				**$50.00**
Total King County Police Chief's Association				**$50.00**

Office Products Nationwide

51024		1/5/2022	2022 - January - 2nd January Batch for 01.20.2022 Council	
	1167152-0			
		CH - Supplies		
		001-000-180-518-50-31-00	Office Supplies City Hall	$17.38
			CH Office Supplies	
	Total 1167152-0			**$17.38**
51024		1/5/2022	2022 - January - 2nd January Batch for 01.20.2022 Council	
	1167191-0			
		CRT - Supplies		
		001-000-120-512-50-31-00	Operating Supplies	$67.52
			Crt Office Supplies	
	Total 1167191-0			**$67.52**
51024		1/5/2022	2022 - January - 2nd January Batch for 01.20.2022 Council	
	1167236-0			
		CRT - Supplies		
		001-000-120-512-50-31-00	Operating Supplies	$5.78
			Crt Office Supplies	
	Total 1167236-0			**$5.78**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	51024			**1/11/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**				
		1167866-0							
			CH - Supplies						
			001-000-180-518-50-31-00			Office Supplies City Hall			$9.54
							CH Office Supplies		
		Total 1167866-0							**$9.54**
	Total 51024								**$100.22**
Total Office Products Nationwide									**$100.22**
Orkin Commercial Services									
	51025			**1/4/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**				
		221276614							
			January 2022 Service						
			001-000-248-518-20-49-01			MDRT Bldg Custodial Costs			$32.34
							MDRT Service		
			001-000-254-518-20-49-01			Facilities Bldg.Custodial & Maint.			$97.01
							Facilities Service		
		Total 221276614							**$129.35**
	Total 51025								**$129.35**
Total Orkin Commercial Services									**$129.35**
Secure Pacific Corporation									
	51026			**1/1/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**				
		319815							
			January 2022 Alarm Monitoring						
			101-000-000-544-90-48-01			PW Clearing-shared Shop Cost			$67.00
							32820 3rd Ave - Warehouse - PW		
		Total 319815							**$67.00**
	Total 51026								**$67.00**
Total Secure Pacific Corporation									**$67.00**
Sound Cities Association									
	51027			**1/7/2022**	**2022 - January - 2nd January Batch for 01.20.2022 Council**				
		3623							
			2022 Annual Membership						
			001-000-180-518-50-49-15			Sound Cities Membership			$4,111.18
		Total 3623							**$4,111.18**
	Total 51027								**$4,111.18**
Total Sound Cities Association									**$4,111.18**

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

VenTek International

51028 **1/1/2022** **2022 - January - 2nd January Batch for 01.20.2022 Council**
130264
January 2022 Service
001-000-270-576-80-41-02 Venvue Pay Station $628.07
Total 130264 **$628.07**
Total 51028 **$628.07**
Total VenTek International **$628.07**

Williams Scotsman, Inc.

51029 **1/1/2022** **2022 - January - 2nd January Batch for 01.20.2022 Council**
9012661233
January 2022 Rent
001-000-254-518-20-45-01 Facilities-Bldg Rental/Modspace $3,457.75
CD Modular Rental
Total 9012661233 **$3,457.75**

51029 **1/1/2022** **2022 - January - 2nd January Batch for 01.20.2022 Council**
9012661234
January 2021 Rent
001-000-248-518-20-45-01 MDRT-Bldg Rental-Modspace $1,959.86
MDRT Modular Rental
Total 9012661234 **$1,959.86**
Total 51029 **$5,417.61**
Total Williams Scotsman, Inc. **$5,417.61**

WPTA

51030 **1/11/2022** **2022 - January - 2nd January Batch for 01.20.2022 Council**
01112022 C Brealey
2022 Membership Chase Brealey
001-000-140-514-23-49-02 Membership $40.00
Pre 01.07.2022 Rate
Total 01112022 C Brealey **$40.00**

51030 **1/11/2022** **2022 - January - 2nd January Batch for 01.20.2022 Council**
01112022 D Clifton
2022 Membership Darla Clifton
001-000-140-514-23-49-02 Membership $40.00
Pre 1.07.2022 Rate
Total 01112022 D Clifton **$40.00**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	51030			1/11/2022	2022 - January - 2nd January Batch for 01.20.2022 Council				
		01112022 D Linton							
			2022 Membership Dona Linton						
			001-000-140-514-23-49-02			Membership			$50.00
							Post 01.07.2022 Rate		
		Total 01112022 D Linton							$50.00
	51030			1/11/2022	2022 - January - 2nd January Batch for 01.20.2022 Council				
		01112022 G Hopkins							
			2022 Membership Greg Hopkins						
			001-000-140-514-23-49-02			Membership			$40.00
							Pre 01.07.2022 Rate		
		Total 01112022 G Hopkins							$40.00
	51030			1/11/2022	2022 - January - 2nd January Batch for 01.20.2022 Council				
		01112022 M Miller							
			2022 Membership May Miller						
			001-000-140-514-23-49-02			Membership			$50.00
							Post 01.07.2022 Rate		
		Total 01112022 M Miller							$50.00
	51030			1/11/2022	2022 - January - 2nd January Batch for 01.20.2022 Council				
		01112022 S ONeill							
			2022 Membership Shane O'Neill						
			001-000-140-514-23-49-02			Membership			$40.00
							Pre 01.07.2022 Rate		
		Total 01112022 S ONeill							$40.00
	Total 51030								$260.00
Total WPTA									$260.00

Vendor Count 21 **Grand Total $134,776.00**

Voucher Directory with Transaction Date

Vendor	Transaction Number	Invoice Date	Fiscal Description	Transaction Reference	Name	Account Number	Title	Void	Amount
Vision Municipal Solutions, LLC									
	51031	**12/15/2021**	**2022 - January - January 2022 Void Batch**						
				09-9832 VMS 2022					
					2022 Annual Support & Updates				
						001-000-145-518-80-41-02	Inf. Tech. Svs.-Vision		$1,525.80
						101-000-000-542-30-41-60	Vision Software Maintenance		$1,525.80
						401-000-000-534-80-41-60	Vision Software Maintenance		$1,525.80
						407-000-000-535-80-41-60	Vision Software Maintenance		$1,525.80
						410-000-000-531-10-41-60	Vision Software Maintenance		$1,525.80
				Total 09-9832 VMS 2022					**$7,629.00**
	Total 51031								**$7,629.00**
Total Vision Municipal Solutions, LLC									**$7,629.00**
Vision Municipal Solutions, LLC									
	V50943	**12/15/2021**	**2022 - January - January 2022 Void Batch**						
				V 09-9832					
					Void due to new Owner / EIN #				
						001-000-145-518-80-41-02	Inf. Tech. Svs.-Vision		($1,525.80)
						101-000-000-542-30-41-60	Vision Software Maintenance		($1,525.80)
						401-000-000-534-80-41-60	Vision Software Maintenance		($1,525.80)
						407-000-000-535-80-41-60	Vision Software Maintenance		($1,525.80)
						410-000-000-531-10-41-60	Vision Software Maintenance		($1,525.80)
				Total V 09-9832					**($7,629.00)**
	Total V50943								**($7,629.00)**
Total Vision Municipal Solutions, LLC									**($7,629.00)**

Vendor Count 2 **Grand Total $0.00**

Register

Fiscal: 2022, 2021
Deposit Period: 2022 - January, 2021 - December
Check Period: 2022 - January - January 2022 Void Batch, 2022 - January - 2nd January Batch for 01.20.2022 Council, 2021 - December - December 2021 EFT Batch for 1/20/2022 Council, 2021 - December - 4th December Batch for 01/20/2022 Council, 2021 - December - Early 4th December Batch, 2021 - December - December Void Batch

Number	Name	Print Date	Clearing Date	Amount
Columbia Bank				
Check				
50944	Craig Mc Lachlan	1/3/2022		$500.00
50945	Leih Mulvihill	1/4/2022		$27.00
50946	Vision Municipal Solutions, LLC	1/4/2022		$5,461.00
50947	AHBL, Inc.	1/20/2022		$51,571.25
50948	Amazon Capital Services, Inc.	1/20/2022		$64.69
50949	Architects Rasmussen Triebelhorn AIA/PS	1/20/2022		$6,736.50
50950	AWC - Risk Management Service Agency	1/20/2022		$259,854.00
50951	Black Diamond Auto Parts	1/20/2022		$752.11
50952	Blueline	1/20/2022		$9,030.00
50953	Cadman, Inc.	1/20/2022		$31.89
50954	CallTower, Inc.	1/20/2022		$1,785.23
50955	CHS/Cenex	1/20/2022		$5,401.05
50956	City of Black Diamond	1/20/2022		$1,385.34
50957	City of Black Diamond/Retained Funds	1/20/2022		$28,150.48
50958	Core & Main LP	1/20/2022		$1,443.37
50959	Dicks Heating & A/C Inc	1/20/2022		$75.55
50960	Enumclaw School District	1/20/2022		$35,888.00
50961	Enviro Tech Services, Inc	1/20/2022		$1,282.66
50962	Federal Eastern International	1/20/2022		$2,035.06
50963	Ferguson Waterworks #3011	1/20/2022		$287.52
50964	First Net	1/20/2022		$3,092.30
50965	Galls, LLC	1/20/2022		$90.00
50966	Gunderson Law Firm	1/20/2022		$3,400.00
50967	Home Depot Credit Service	1/20/2022		$121.65
50968	Honey Bucket/Northwest Cascade Inc.	1/20/2022		$123.00
50969	HWA GeoSciences Inc.	1/20/2022		$500.00
50970	Ichijo USA Co., LTD	1/20/2022		$194.00
50971	Jeremy Fortin	1/20/2022		$195.72
50972	Johnsons Home & Garden	1/20/2022		$54.50
50973	King County Finance	1/20/2022		$818.00
50974	King County Prosecuting Attorney	1/20/2022		$90.64
50975	King County Radio Comm Services	1/20/2022		$1,874.64
50976	L.N. Curtis & Sons	1/20/2022		$2,274.66
50977	Larry Smith II	1/20/2022		$91.18

Number	Name	Print Date	Clearing Date	Amount
50978	Law Office of Krista White Swain	1/20/2022		$3,600.00
50979	Les Schwab Tire Ctr - MV	1/20/2022		$1,873.70
50980	Long Bay Enterprises, Inc	1/20/2022		$13,348.98
50981	Madrona Law Group LLC	1/20/2022		$15,757.00
50982	Mayene Miller	1/20/2022		$147.06
50983	McClure and Sons, Inc.	1/20/2022		$27,681.96
50984	OakRidge Homes	1/20/2022		$454.93
50985	O'Brien, Barton, & Hopkins, PLLP	1/20/2022		$3,900.00
50986	Office Products Nationwide	1/20/2022		$29.22
50987	Pacific Civil and Infrastructure	1/20/2022		$583,840.22
50988	Parametrix, Inc.	1/20/2022		$39,322.50
50989	Pollardwater.com-West	1/20/2022		$348.47
50990	Public Safety Testing, Inc	1/20/2022		$221.00
50991	Republic Services #176	1/20/2022		$1,553.57
50992	RH2 Engineering Inc.	1/20/2022		$37,510.94
50993	Robert Erickson	1/20/2022		$7.95
50994	Ron & Leo's Welding Service	1/20/2022		$483.56
50995	Ronald & Carolyn Carroll	1/20/2022		$1,426.50
50996	Severson's Building Maintenance	1/20/2022		$2,300.00
50997	SHI International Corp.	1/20/2022		$283.23
50998	South Correctional Entity	1/20/2022		$10,290.00
50999	Summit Law Group, PLLC	1/20/2022		$1,682.00
51000	Thomson Reuters - West	1/20/2022		$195.66
51001	TRM Wood Products Co. Inc.	1/20/2022		$779.60
51002	UBM	1/20/2022		$41.28
51003	Uline	1/20/2022		$181.86
51004	Utilities Underground Location Center	1/20/2022		$70.95
51005	Varius Inc.	1/20/2022		$4,054.20
51006	Vision Forms, LLC.	1/20/2022		$743.15
51007	Washington State Patrol	1/20/2022		$666.25
51008	Washington State Treasurer	1/20/2022		$6,381.46
51009	Water Management Laboratories, Inc.	1/20/2022		$90.00
51010	Alpine Products Inc.	1/21/2022		$316.78
51011	Amazon Capital Services, Inc.	1/21/2022		$681.04
51012	Association of Washington Cities	1/21/2022		$3,852.00
51013	Black Diamond Community Center	1/21/2022		$20,500.00
51014	Cadman, Inc.	1/21/2022		$2,812.47
51015	Ferguson Waterworks #3011	1/21/2022		$229.63
51016	Greater Maple Valley-Black Diamond Chamber of Commerce	1/21/2022		$275.00
51017	H.D. Fowler Company	1/21/2022		$1,511.97
51018	Home Depot Credit Service	1/21/2022		$303.41
51019	Honey Bucket/Northwest Cascade Inc.	1/21/2022		$196.00
51020	Johnsons Home & Garden	1/21/2022		$548.13
51021	King County Finance - Wastewater Treat Div.	1/21/2022		$92,726.14

Number	Name	Print Date	Clearing Date	Amount
51022	King County Municipal Clerk's Association	1/21/2022		$60.00
51023	King County Police Chief's Association	1/21/2022		$50.00
51024	Office Products Nationwide	1/21/2022		$100.22
51025	Orkin Commercial Services	1/21/2022		$129.35
51026	Secure Pacific Corporation	1/21/2022		$67.00
51027	Sound Cities Association	1/21/2022		$4,111.18
51028	VenTek International	1/21/2022		$628.07
51029	Williams Scotsman, Inc.	1/21/2022		$5,417.61
51030	WPTA	1/21/2022		$260.00
51031	Vision Municipal Solutions, LLC	1/21/2022		$7,629.00
EFT Payment 12/02/2021 2:27:09 PM - 1	U.S. Postal Service (Black Diamond) Utility Postage Only	12/2/2021		$451.32
EFT Payment 12/07/2021 2:25:59 PM - 1	Invoice Cloud	12/7/2021		$75.00
EFT Payment 12/10/2021 2:26:31 PM - 1	Merchant Card Services / Vantive Holding, LLC	12/10/2021		$301.62
EFT Payment 12/20/2021 2:24:16 PM - 1	Dept of Licensing-Firearms Online	12/20/2021		$435.00
EFT Payment 12/20/2021 2:27:42 PM - 1	US Bank Equipment Finance	12/20/2021		$1,472.76
EFT Payment 12/22/2021 2:25:17 PM - 1	First Bankcard	12/22/2021		$13,344.50
EFT Payment 12/28/2021 2:28:25 PM - 1	Washington State Department of Revenue	12/28/2021		$7,243.91
V 50881	Hoot-n-Howl	1/3/2021		($500.00)
V50943	Vision Municipal Solutions, LLC	1/6/2022		($7,629.00)
		Total	**Check**	**$1,341,550.30**
				$1,341,550.30
		Grand Total		**$1,341,550.30**

City of Black Diamond

Payroll Register December 2021

Number	Name	Print Date	Amount
20142	Paper Paycheck	12/31/2021	$830.23
20143	Paper Paycheck	12/31/2021	$1,101.26
20144	Paper Paycheck	12/31/2021	$880.23
20145	Paper Paycheck	12/31/2021	$220.06
20146	Paper Paycheck	12/31/2021	$733.52
20147	BD Police Officers Association	12/31/2021	$960.00
20148	City of Black Diamond Flex	12/31/2021	$336.67
20149	Joseph Kaufman	12/31/2021	$147.40
20150	Minnesota Child Support Payment Ctr	12/31/2021	$455.00
20151	Teamsters Local 117	12/31/2021	$1,978.00
20152	Trusteed Plans Service CP LTD	12/31/2021	$158.26
20153	Western States Police Medical	12/31/2021	$675.00
20154	Esping, Kevin R	12/31/2021	$22.48
December 2021 Aflac	Aflac	12/31/2021	$166.53
December 2021 Draw	Payroll Vendor	12/15/2021	$66,385.27
December 2021 Draw Counter	Employee Draw Correction	12/16/2021	($1,500.00)
December 2021 DRS: DCP	DOR - Deferred Comp	12/31/2021	$7,935.00
December 2021 DRS: Ret	Dept of Retirement Systems	12/31/2021	48951.92
December 2021 ESD	Employment Security Dept	12/31/2021	673.36
December 2021 Fed Taxes	City of Black Diamond Taxes	12/31/2021	83306.92
December 2021 L&I	Dept of Labor and Industries	12/31/2021	4700.25
December 2021 Medical Ins	AWC Employee Benefit Trust	12/31/2021	71242.83
December 2021 Month End	Payroll Vendor	12/31/2021	179473.2
December 2021 PFML	PFML Emp. Security Dept	12/31/2021	804.07
		Total	**$470,637.46**

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

Finance Director May Miller

Date 1-11-21

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of December 2, 2021
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 (via Zoom), Oglesbee, Smith, Mulvihill, de Leon, O'Donnell, and Page

ABSENT: None

Staff present: Mona Davis, Community Development Director; Seth Boettcher, Public Works Director; Andrew Williamson; MDRT/Ec Dev Director; Rob Reed; IS Manager; Tristen Bennett, Mayene Miller; Finance Director; Judge Swain; Jamey Kiblinger, Police Chief; David Linehan, City Attorney; and Brenda L. Martinez, City Clerk/HR Manager.

AGENDA REVIEW AND APPROVAL:

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

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Mayor Benson presented Councilmember Oglesbee with a service award plaque for her service on the City Council and to the City of Black Diamond.

Community Development Director Davis reviewed with Council the City Code and the Planning Commission appointment process.

There was back and forth discussion between Councilmembers with the focus being on the process and candidate qualifications.

A **point of order** was called by Councilmember de Leon to not use the you pronoun.

1) **AB21-082** – Confirming the Mayor's Reappointment of Pam McCain to the Planning Commission Position #4

Mayor Benson reported on this.

Councilmember Mulvihill **moved** to confirm the Mayor's reappointment of Pam McCain to Position #4 of the Black Diamond Planning Commission; term ending on December 31, 2025; **second** Councilmember Oglesbee. Motion **passed** (5-2 (de Leon, O'Donnell)).

2) **AB21-083 -** Confirming the Mayor's Reappointment of John Olson to the Planning Commission Position #7

Mayor Benson reported on this.

Councilmember Oglesbee **moved** to confirm the Mayor's reappointment of John Olson to Position #7 of the Black Diamond Planning Commission; term ending on December 31, 2025; **second** Councilmember Deady. Motion **passed** (5-2 (de Leon, O'Donnell)).).

3) **AB21-084 -** Confirming the Mayor's Appointment of Carol Morgan to the Planning Commission Position #6

Mayor Benson reported on this item.

Councilmember Mulvihill **moved** to confirm the Mayor's appointment of Carol Morgan to Position #6 of the Black Diamond Planning Commission; term ending on December 31, 2025; **second** Councilmember Deady. Motion **passed** (5-1 -1). (O'Donnell – no, de Leon – abstained).

CONSENT AGENDA:

Councilmember Smith asked to have item #8 AB21-087 removed from the consent agenda and added to new business.

Councilmember Oglesbee **moved** to adopt the Consent Agenda with removing AB21-087; **second** Councilmember de Leon. Motion **passed** with all voting in favor (7-0). The Consent Agenda was approved as follows:

4) **Claim Checks –** December 2, 2021, Check No. 50745 through 50788 (void 50638) in the amount of $501,755.94
5) **Minutes** –Council Meeting of November 4, 2021, Special Meeting of November 8, 2021, and Council Meeting of November 18, 2021
6) **AB21-085** – Resolution Regarding Final Plat Approval for The Villages MPD, Ten Trails Plat 2D Division 1
7) **AB21-086** – Resolution Accepting the 2021 Citywide Asphalt Overlays Project
9) **AB21-093** – Resolution Authorizing the Mayor to Sign the South County Area Transportation Board Agreement

PUBLIC COMMENTS:

Philip Acosta, Black Diamond spoke to Council.

Kristen Bryant, Bellevue spoke to Council.

Bob Edelman, Black Diamond spoke to Council.

PUBLIC HEARINGS:

10) AB21-088 – Proposed 2020 Comprehensive Plan Amendments

Community Development Director Davis reported on this and highlighted past actions on it.

Mayor Benson opened the public hearing at 7:51 p.m.

Philip Acosta, Black Diamond spoke on behalf of Friends of Black Diamond. He commented on the four points the city failed to adhere to. 1) Public Participation Plan, which did not keep the interested parties list up to date, 2) Planning Commission is not empowered to be a meaningful forum to debate the issues raised by the public, 3) Council is not consulted in an ongoing basis about comprehensive planning – it happens all at once, and 4) City staff is limited in its ability to do the work and required to do truly comprehensive planning. He noted that for these four reasons the public is forced into an adversarial process such as appeals and court actions. He commented that it would be easier to work with the Council and Planning Commission versus having to challenge all these decisions. He discussed the process of making changes and major changes requiring another having public hearing. He stated this should not be considered a problem as updating the comprehensive plan and listening to the public is an opportunity – not a burden. The public will get a better plan if Council considers and acts on the issues they are offering.

Kristen Bryant, a member of Friends of Black Diamond. She commented that despite the public participation improvement opportunities that were previously mentioned there was a lot of public input to the Planning Commission for the 2020 Comprehensive Plan. She noted that it actually started in the fall of 2019, and it was never finished and was instead rolled into the 2020 update. Before March 1, 2020, several suggestions for comprehensive plan amendments were sent in by the public, however in violation of city code 16.10.140 the city did not give those suggestions to the Planning Commission or create a staff report with preliminary recommendations on it. She shared that more public comments followed in June, July, and December. She commented that all of these public comments are part of a record that according to the Black Diamond Public Participation Plan section 6 she then read this excerpt. She noted that these comments were to be made available to Council and she stated she is not sure they were provided. She stressed that many citizens followed the public process to make those comments as they wanted to be heard. She then went on to share that her group put together three amendments for adoption by Council and reviewed Amendment A with Council. She discussed the map she shared showing significant travel times. She noted that every decision on transportation has been based upon the assumption of SR 169 will have 4 lanes and gave examples. She stressed that everything is based on this false assumption.

Kelly Sauskojus, Black Diamond noted continuing comments from the Friends of Black Diamond regarding the transportation modeling as stated it is assumed that SR 169 has 4 lanes in the future. She noted that this is despite the fact that there is no project and no funding existing currently to achieve this in actual reality. She added that SR 169 is two lanes and there are no projects at any point in the future that are actually slated or potentially funded. She discussed the Hearing Examiners decision and noted the citizens deserve better than faulty and inaccurate assumptions. Citizens deserve a transportation plan that actually takes into account reality and looks at funding and the future of transportation within the City. She noted their (Friends of Black Diamond) amendment B would add text that lays the groundwork for meaningful standards to be adopted into the comprehensive plan in 2022. She then discussed their amendment. She also read a quote from the 2020 comprehensive plan update and stressed that as written it will not work and shared why by quoting Gary Norris a transportation engineer with over 40 years of experience in transportation planning. She stated that their proposed Amendment B would be "The City shall update its level of service to a measurable unit for sidewalks, trails, bikeways, and transit. New development shall be required to include a concurrency analysis for these modes of transportation, showing how the level of service will be met. Traffic Impact Fees will include funding to meet the level of service." She then went on with Amendment C from Friends of Black Diamond which would remove the future land use map made in 2019. The land use would most closely match the city's zoning map as it existed prior to the most recent 2019 comprehensive plan update. She noted this action is necessary because the 2019 action never went through proper analysis with actual current information. She noted the comprehensive plan can not be based on faulty assumptions. She added the City has a duty to address significant deficiencies in its analysis whenever they are discovered and discussed what the adoption of a future land use map does for property owners and discussed rezones and SEPA.

Angela Fettig, Black Diamond continued with what her colleagues previously spoke about. She noted the Comprehensive Plan update process should be viewed as an opportunity and not as a burden. She shared with Council some of those opportunities and talked about Ten Trails being about only 10 % built out and 90% unwritten. She noted a lot has happened since the development agreement was approved 11 years ago and how can we improve that development for the benefit of the new residents and everyone in our community. She spoke about warning signs and future traffic congestion and GMA providing tools for us to phase growth to reduce traffic problems and asked are they using those tools to their best effect. She touched on small cities revitalizing themselves by investing in existing business districts and neighborhoods, and other cities have used planning tools to create design standards that promote this. She stated we can learn a lot from them and take action. She shared the City's development code being mostly decades old and Black Diamond is facing big city challenges with a small-town set of regulatory tools. She noted that to staff this may be too big of a problem to tackle and to the public this may be their last opportunity to protect what value we have in our community. She touched on the Puget Sound Regional Council encouraging Black Diamond to reduce its growth forecast in order to comply with regional planning goals. She noted this isn't a problem, it is an opportunity that communities over the region would like to have. She explained that citizens are being told they must accept high density and additional growth, and most don't want it. She spoke on the new infrastructure money that will be available to protect our environment and will go to communities who have a good plan in place. She stressed that now is the time for Black Diamond to create a comprehensive six-year plan to improve parks, open space, wildlife and salmon habitat. She touched on how much of the open space preservation in Ten Trails is severe mine hazards, steep slopes, wetlands and streams and thinks Black Diamond can do better than that. She noted good planning isn't a chore or a box to be checked off, it's a way of thinking, a way to stimulate positive actions. Good planning isn't an overreach of government or a problem for developers – it's a way for the public to create the kind of community they want. Residents should not pay for the needs that are created by developers and they had that in mind when they proposed their amendments A, B, and C. She noted they are not the whole solution but are at least a start. In closing she stated that good planning isn't just about approving development permits, it's about incentives and rules to protect the public interest. She asked Council to please take tonight as an opportunity to update and create the comprehensive plan based on the citizen comments you have received over the last two years.

Gary Davis, Black Diamond noted living in Black Diamond a long time and shared his residence is at the top of Lawson Street. He stated that when the MPD was proposed some influential people lived on Lawson Street and the developer promised to protect Lawson Street from their traffic by building a new southern access road to their 1500-unit development and noted now the developer wants to change the plan that was approved and to instead send traffic down Lawson Street. He added that this is from the 2021 Comprehensive Plan and not the 2020 Comprehensive Plan that is begin discussed tonight. He stated that Oakpointe has started to pursue this through other means and not the comprehensive plan. He discussed there are neighborhoods around town that are being treated like conduits for new development traffic, but there are no plans for design standards to protect these neighborhoods from negative impacts of excessive traffic. He expressed that this is in stark contrast to the new Ten Trails homes where slow travel speed and pedestrian friendly environments are part of the design. He added that just because the rest of Black Diamond has a legacy of rural roads it doesn't mean the quality of life of those residents should be sacrificed. It isn't enough to add sidewalks or figure out how to increase intersection through pipe, you need to have a plan that deals with traffic safety in a comprehensive way. He noted that planning takes time and detail by comparison and we got the examples of Kirkland, Oakpointe, and Bellevue. He talked about Kirkland's walkable downtown with mixed retail, residential and office space and shared that Kirkland's zoning code is six inches thick. He touched on Oakpointe's headquarters being in Bellevue and Bellevue spending years updating their comprehensive plan and code to plan two transit oriented walkable communities. Traffic reduction and walkability won't happen just because you allow residential use in commercial zones. He suggested an amendment to reduce the allowance on single occupancy vehicles as follows: "The city will create more enforceable design standards that improve safety, enhance neighborhoods, and walkability, and that apply to pedestrians, bicycles, transit, automobiles and trucks." He also thinks they should create a Council to meet and focus on this issue and invite experts to brief Council on what other cities are doing. He stressed that if things continue to go the way they are now people are going to get hurt and shared deficiencies.

Allison Ostrer, Seattle, seconded everything that the previous speakers spoke about. She noted coming to Black Diamond more over the last three years and during this time she has noticed Black Diamond becoming more congested and its natural beauty and charm being destroyed and converted into a cookie cutter style which mirrors neighboring communities. She suggested an actionable plan to create the walking, biking and transit. The plan would call for reducing congestion to be implemented on to try and reduce the negative environment being created.

Mayor Benson closed the public hearing at 8:16 p.m.

Community Development Director Davis addressed some of the public comments heard tonight with Council.

Councilmember Oglesbee **moved** to adopt Ordinance No. 21-1169, adopting the proposed Comprehensive Plan Update for 2020 as forwarded by the Planning Commission, but without the change to residential mixed-use in the Community Commercial zone; **second** by Councilmember Mulvihill.

There was Council comments.

Vote: Motion **passed** with all voting in favor (7-0)

UNFINISHED BUSINESS: None

NEW BUSINESS:

11) AB21-089 – Resolution Regarding Update to City's Fee Schedule

Community Development Director Davis explained this item to Council.

Councilmember Mulvihill **moved** to adopt Resolution No. 21-1458 amending the City's Fee Schedule and to include the new 2022 Utility Rate Schedule; **second** Councilmember de Leon. Motion **passed** with all voting in favor (7-0)

12) AB21-090 – Resolution Accepting Therapeutic Court Grant

Judge Swain reported to Council on this.

There was Council discussion.

Councilmember de Leon **moved** to adopt Resolution No. 21-1459, authorizing the acceptance of therapeutic court grant funds from the Administrative Office of the Courts and allow Judge Krista White Swain to execute Grant Agreement GRT22429 with the

Washington State Administrative Office of the Courts for a therapeutic court program; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (7-0).

13) **AB21-091** – Resolution Regarding Professional Services Agreement for Services Related to Community Court Program Coordinator

Judge Swain briefed Council on this agenda item.

There was back and forth discussion between Judge Swain and Councilmembers.

Councilmember Page **moved** to adopt Resolution No. 20-1460, authorizing the Mayor to execute a Professional Services Agreement with Somer Johnson to provide the services of Program Coordination for the Black Diamond Community Court; **second** Councilmember de Leon. Motion **passed** with all voting in favor (7-0)

14) **AB21-092** – Ordinance Amending the City's 2021 Operating Budget

Finance Director Miller highlighted for the Council the changes to the 2021 Operating Budget.

Councilmember Page **moved** to approve Ordinance No. 21-1170 adopting the 2021 Budget amendment; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (7-0).

8) **AB21-087** – Resolution Regarding Professional Service Agreement with RH2 Engineering for Design and Permitting Service for 3rd Avenue Watermain Improvements

Councilmember Smith **moved** to adopt Resolution No. 21-1457 authorizing the Mayor to execute a Professional Services Agreement with RH2 Engineering, Inc. to provide engineering and permitting services for the 3rd Ave Water Main Improvement Project; **second** Councilmember Deady. Motion **passed** with all voting in favor (7-0)

DEPARTMENT REPORTS:

Fire – Chief Smith congratulated Councilmember Smith and recapped response statistics since the last update and noting them being typical. He commented on receiving a grant from AWC for the Community Center and made that presentation on Wednesday. He commented on their new board member and noted Thanksgiving being really quiet in Black Diamond and there were no calls in the City. He shared that they are getting ready to adopt their budget and working on a strategic plan. He reported that there will be no holiday engine this year and the department will be working on a station to have food and toy donation bins at.

MAYOR'S REPORT:

Mayor Benson let the public know that a letter was written to ESD board members in support of Dr. Carey as they were zoom bombed during their last board meeting.

COUNCIL REPORTS:

Councilmember Smith expressed being excited and shared that he registered for the training with AWC on Saturday. He noted talking with departments and city staff and continuing to hear from residents on their concerns and responding and keeping the open-door policy. He is excited and honored to be here with the council and excited to do good work for the city.

Councilmember Mulvihill reported attending a Jurassic Parliament class on public hearings. She thanked everyone for their public comments tonight. She reported attending all her meetings. She shared that the Community Center is having a toy drive and reminded everyone that gifts need to be turned in by December 9th. December 11 is Hometown Christmas in old town and there will be lots of activities for everyone. She also mentions that the Black Diamond Community Center will also be having a sale that day. On December 4th Nealy mansion will be open for holiday pictures on the porch from 11-3 and to give them a call before showing up. She announced that a new business is opening on the 31st and it's called the Vault.

Councilmember de Leon commented that all the holiday events sound fantastic and it's nice to be doing these again. She shared that she is also part of the AWC training on Saturday. She welcomed aboard Councilmember Smith and thanked Councilmember Oglesbee for her service. She wished safe happy holidays and to be safe while celebrating. She reported attending her committee meetings and was able to be the voting member for SCA and thanked Mayor Benson for that. She also thanked Mayor Benson for writing the letter of support for Dr. Carey and spoke on the gravity of these kinds of situations and thanked all the community members who spoke out too. She addressed a public comment heard tonight and noted it being addressed in November and shared that she apologized to the person at that meeting. She commented on the budget that she did propose having an exploration on a levy lid lift for police funding moving forward and gave examples of some needs. She thanked everyone for their public comments throughout the year and thanked staff for making the hybrid meetings possible. She again reminded everyone to stay safe during the holidays.

Councilmember O'Donnell emphasized that the adopting of the 2020 comp plan is not a reflection that Council did not hear the public comments heard tonight. He reported having an opportunity to attend an Economic Development Conference today and shared what he learned. He noted mentioning last time that he worries that we get public comments, and we don't do anything with them. He does feel that if there are more topics of concerns and interest, we can have some ad hoc committees where they can engage the community and would like to see this in 2022.

Councilmember Page welcomed Councilmember Smith and she looks forward to working with him. She thanked Councilmember Oglesbee for her four years of service to the City and appreciated her kindness. She thanked Mona for being here a year and thanked her for all she and her team do. She thanked John and Pam for their continued service on the Planning Commission and to Ms. Morgan on her new appointment. She encouraged citizens to shop locally as those are dollars that stay here and there is no supply chain issue. She will be attending the AWC training. She noted being shocked too on what happened at the Enumclaw School District board meeting and reached out to Dr. Carey adding her support for him. She noted that she hears the public and gave the example of highway 169. She shared having an opportunity to meet with King County Housing Authority to see what plans there are for more housing opportunities in our community. She thanked everyone for reaching out to her as it meant a lot.

Councilmember Deady shared the schedule for getting tested at the COVID testing site in Enumclaw. She commented on missing the meeting on Tuesday due to her cold and gave background information on the City Administrator position with the City and hopes the Council in the future will do better with finance and that Council is providing input to bring forward. She gave kudos to city staff and the Mayor for doing a great job. She welcomed Councilmember Smith to the Council, and she looks forward to working with him. She shared enjoying working with Councilmember Oglesbee over the past few years and hopes she continues to give her input. She discussed ARPA funding for 2022 and would like to add having the school zoned sign moved. She expressed that Council needs to start thinking about who they want to be Mayor Pro-Tem and what Council standing committee they want to be on in 2022. She welcomed the three appointments to the Planning Commission. She discussed the upcoming events and the toy drive and thanked Public Works for all their hard work and thanked them for putting up the wreaths on Railroad Avenue and for lighting the tree on Hwy 169. She commented that she will be attending the webinar with AWC on Saturday too and wished everyone a wonderful holiday.

Councilmember Oglesbee thanked the community for electing her to serve the past four years. She shared that she does look forward to closing this chapter and welcomed all the new Councilmembers and believes the city will be in good hands. She expressed being ready to go back to her roots which is the volunteer portion in the community and looks forward to doing that. In closing she shared that she is proud of all the relationships she's built.

ATTORNEY REPORT:

City Attorney Linehan welcomed Councilmember Smith and extended to him a meeting invitation to get up to speed and ask questions. He noted he will miss Councilmember Oglesbee, and expressed it has being a pleasure to work with her and wished her all the best in her next chapter.

PUBLIC COMMENTS:

John Olson, Black Diamond spoke to Council.

Kristen Bryant, Bellevue spoke to Council.

EXECUTIVE SESSION:

ADJOURNMENT:

Councilmember Oglesbee **moved** to adjourn the meeting; **second** Councilmember Deady. Motion **passed** with all voting in favor (7-0). The meeting ended at 9:59 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of January 6, 2022
Virtual Via Zoom

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, Stallard, Smith, Mulvihill, de Leon, O'Donnell, and Page

ABSENT: None

Staff present: May Miller, Finance Director; Mona Davis, Community Development Director; Scott Hanis, Public Works Director; Andrew Williamson; MDRT/Ec Dev Director; Kevin Esping, Facilities Equipment Coordinator; Brian Martinez, Commander; David Linehan, City Attorney; and Brenda L. Martinez, City Clerk/HR Manager.

AGENDA REVIEW AND APPROVAL:
Mayor Benson announced she would like to add an executive session to the agenda in accordance with RCW 42.30.110(1)(i) for discussion with Legal Counsel pending litigation.

Councilmember de Leon **moved** to add the executive session to the agenda and accept the agenda as amended; **second** Councilmember Smith. Motion **passed** with all voting in favor (7-0).

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

1) **Oath of Offices – POSTPONED TO JANUARY 20, 2022 MEETING**

2) **AB22-001** – Appointment of Mayor Pro-Tem for the Year 2022

Councilmember Mulvihill **moved** to appoint Councilmember Deady as Mayor Pro-Tem for the year 2022; **second** Councilmember Page. Motion **passed** with all voting in favor (7-0).

3) **AB22-002** – Confirming Mayor's Appointment to the Council Standing Committees

Mayor Benson reported on this item.

Councilmember Deady **moved** to confirm the Mayor's appointments to the 2022 Council Standing Committees; **second** Councilmember de Leon. Motion **passed** with all voting in favor (7-0)

CONSENT AGENDA:

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

4) **Claim Checks –** December 16, 2021, Check No. 50789 through 50880 and EFTs in the amount of $564,910.59 and January 6, 2021, Check No. 50881 through 50943 in the amount of $701,434.70
5) **Payroll -** November 2021, Check No. 20135 through 20141 and ACHs in the amount of $438,320.35
6) **Minutes** –Special Meeting for Work Session of November 30, 2021, and Special Meeting of November 30, 2021
7) **AB22-003** – Resolution Regarding Professional Services Agreement with Parametrix for the City's Stormwater Management Action Plan (SMAP)

PUBLIC COMMENTS:

Kelly Sauskojus, Black Diamond spoke to Council.

Kristen Bryant, Bellevue spoke to Council.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

8) **AB22-004** – Resolution Amending Contract for Architects Rasmussen, Triebelhorn, AIA/PS

Public Works Director Hanis reported to Council on this agenda item.

There was discussion between Council and Director Hanis.

Councilmember de Leon **moved** to adopt Resolution No. 22-1463 authorizing the Mayor to execute an amendment Professional Services Agreement with Architects Rasmussen Triebelhorn, AIA/PS for architectural and engineering services related to the City Hall Building Tenant Improvements project; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (7-0)

DEPARTMENT REPORTS:

Community Development – Community Development Director Davis provided Council with a brief update on parks and upcoming meetings regarding the PROS plan. She also discussed the upcoming Skate Park design meeting that will be held on January 18th. She commented on the pocket park by the museum being a work in progress.

Public Works – Public Works Director Hanis debriefed Council on the snow response and the challenges they faced with new and current equipment. He expressed what a great job the crew did while working long hours. He noted that supplies are stocked should another event happen. He also shared that another plow blade will be needed for a smaller truck to create some redundancy within the department. He asked everyone to be careful as there is some flooding going on.

Finance – Finance Director Miller welcomed the two new Councilmembers and the re-elected members. She reported on items her department is working on and noted January and February being busy months for the department. She expressed looking forward to working with Council and noted that the Capital Improvement Plan will be updated this year and shared the process for this update.

Police – Commander Martinez updated Council on happenings within the department. He noted the department being fully staffed for the first time in a long time and commented on the two new officers that came on board in November and December. He shared that a Sgt position opened yesterday and hopes that every officer puts in for that position and discussed the process. He announced a boating license class will be held again this spring and shared that the marine volunteer program will be opening up again this year. He thanked Council and discussed the body cameras that were authorized for purchase and noted that two officers are wearing one to help work out the bugs. He stated that the department is exploring car options for the department and gave examples. He thanked the Council for the support they give the department.

Fire – Chief Smith reported on the 2021 call statistics in the city and noted fire loss in Black Diamond is typically low. He commented on the snow and a significant fire that was in the Gorge area and it being challenging. He commented that another struggle they've been experiencing is getting ambulances to calls.

Mayor Benson stated that at the next regular meeting Mr. Williamson will be giving an report on the MDRT Department.

MAYOR'S REPORT:

She reported attending the SCA Orientation meeting and the SEAL TC meeting, Flood Control District and grant.

COUNCIL REPORTS:

Councilmember Deady congratulated everyone that was elected to Council and looks forward to working with them and thanked them for electing her Mayor Pro-Tem and shared it being an honor to hold this position. She thanked Public Works for all their hard work during the snow event along with filling potholes. She commented on the funds for the Eagles to get equipment purchased and installed and noted the city is working on getting an agreement on this. She thanked Police and Fire for all their hard work too. She commented on the ARPA funds that the Black Diamond Community Center is helping to disperse. She reported attending the SCA Orientation and commented there are three committees that still need representation for SCA.

Councilmember Stallard noted being really excited to be here and thanked everyone for electing her. She gave some background on herself to help people get to know her and the expertise on leadership she brings to the Council. She commented that no matter where you live in the city you are Black Diamond and expressed feeling very strongly about that. She noted looking forward to learning and shared she is here with a big heart.

Councilmember Smith congratulated Councilmember Stallard and reported attending the Finance Committee and thanked Public Works for their hard work during the snow event and cold temperatures and appreciates what they do. He discussed continuing the conversation of electric vehicles for police and noted it being cutting edge. He asked everyone to take a look at the link to donate to the Skate Park as this will go a long way for our kids. He gave a heads-up that north SR169 near Renton there was a small landslide, and it is closed in both directions. He reminded everyone to feel free to pop him an email or a note as he's here to help and is looking forward to 2022.

Councilmember Mulvihill noted being sick and doesn't have a report.

Councilmember de Leon wished Councilmember Mulvihill a speedy recovery. She extended her congratulations to elected/re-elected Councilmembers and looks forward to working with them. She extended her gratitude to Public Works for the amount of work that was put in during the bad weather. She discussed the extreme difference in temperature there was this year and needing proactive planning for these disasters and doesn't know what that will look like. She reported attending the SCA Orientation and will be serving on one of those committees this year. She also attended her first public safety committee meeting where they discussed vehicle options such as electric cars and hybrid/electric vehicles. She commented that she will miss being on the Planning Committee. She attended her Budget and Finance Committee meeting and newly elected official training. She talked about the legislative priorities and opportunities for Council to lobby with their legislators. She noted this will be virtual again this year and to sign up to speak. She expressed being excited about the work the Arts Alliance is doing in Black Diamond and lastly, she spoke on the insurrection of last year and it being a huge tragedy.

Councilmember O'Donnell thanked the public speakers tonight and welcomed new Councilmembers. He noted being excited about the opportunities as a new team that can be taken on this year and make the strategic informed decision-making engagement on important planning. He also noted that Council's efforts should not be done in a vacuum so the trust can be built with the community. For him, public safety is priority number one, transportation infrastructure throughout the town, PROS plan, preserving our heritage as we grow and how can we enhance it, business support, public facilities, staffing, our environment, and fiscal responsibilities. He noted these are his priorities and hopes they can all pull together early in the year and have an open public engaged Council retreat to set up the priorities as some are time sensitive and gave examples. He looks forward to working with everyone and having a productive 2022.

Councilmember Page thanked directors for their reports and congratulated Councilmember Deady on her appointment as Mayor Pro-Tem. She reported attending her committee meetings and shared that the stormwater retention areas are being evaluated and noted there being one in town that has never filled up. She talked about all the ideas and conversations they are having on community gardens, dog parks, etc. She commented on the public safety meeting and the body cameras. She commented that another thing that came up was a commitment to wellness in the city and having a workout area for city employees and noted this being in the gym. She thanked Chief Smith for his report and commented on Station 99 and shared that Judge Swain reported that our therapeutic court will start in February. She noted not being able to get connected to the SCA Orientation meeting and shared with Council and those in attendance the guiding principles of SCA.

ATTORNEY REPORT:

City Attorney Linehan welcomed Councilmembers Stallard and Smith and extended an invitation to meet with them at their convenience to answer any questions they may have or ways he can be of service to them.

PUBLIC COMMENTS:

Gary Davis, Black Diamond spoke to Council.

Melissa Earl, Lumber House spoke to Council.

Kristen Bryant, Bellevue spoke to Council.

EXECUTIVE SESSION:

At approximately 8:27 p.m. Mayor Benson announced that Council would be going into executive session pursuant to RCW42.30.110(1)(i) to discuss with Legal Counsel pending litigation. The executive session was anticipated to last 45 minutes with no action to follow.

At approximately 9:15 p.m. a 15-minute extension was announced.

At approximately 9:31 p.m. a 5-minute extension was announced.

Mayor Benson called the meeting back to order at approximately 9:38 p.m.

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Page. Motion **passed** with all voting in favor (7-0). The meeting ended at 9:39 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Special Meeting of January 10, 2022
Via Zoom

CALL TO ORDER, FLAG SALUTE:
Mayor Benson called the special meeting to order at 6:32 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Stallard, Smith, Mulvihill, de Leon, Page.

ABSENT: Councilmember O'Donnell (excused)

Staff present: David Linehan, City Attorney; and Brenda L. Martinez, City Clerk/HR

NEW BUSINESS:

Mayor Pro-Tem Deady welcomed everyone and stated what tonight's special meeting was on as Mayor Benson was experiencing technical difficulty.

1) Potential Action Regarding Pending Litigation, *Koler et al. v. City of Black Diamond*

Councilmember Deady stated that she understands Mayor Benson is facing a decision on how to proceed with the Koler vs. City of Black Diamond lawsuit following the recent court of appeals decision that went against the city. She noted wanting to express her views on what to do next and stated she hopes the Council will join her.

Councilmember Deady **moved** that Council offers its full support to Mayor Benson in filing a request for discretionary review in the Washington Supreme Court; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor 6-0.

Mayor Benson thanked all Councilmembers for supporting her in this important lawsuit.

ADJOURNMENT:

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

The meeting ended at 6:37 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: **Approve Ordinance amending Ordinance 21-1168, Exhibit A -2022 Salary Schedule.**	**Agenda Date: January 20, 2022**	**AB22-005**
	Mayor Carol Benson	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Development – Mona Davis	
	Finance – May Miller	X
	MDRT/Econ Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): $7,500	Police – Chief Kiblinger	
Fund Source: General Fund	Public Works – Scott Hanis	
Timeline:	Court Administrator – Stephanie Metcalf	

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

Attachments: Ordinance; Exhibit A - 2022 Salary Schedule (revised)

SUMMARY STATEMENT:

On November 30, 2022, Council adopted the 2022 Budget with Ordinance 21-1168 which included Exhibit A, The Salary Schedule for 2022. The adopted salary schedule for 2022 had included a 3% COLA for the Teamsters and Police Union contract employees. The Police Union contract however should have included a 3.5% maximum COLA and the additional .05% was missed in the original adopted Exhibit A -2022 Salary Schedule in Ordinance 21-1168.

This Ordinance amendment corrects Exhibit A-2022 Salary Schedule to the 3.5% for the Police employees. This is expected to be about $7,500 for 2022 and is expected to be covered by other budget under-runs in the General Fund during 2022.

FISCAL NOTE (Finance Department): The additional expected cost of approximately $7,500 is expected to be covered in 2022 by other 2022 budget under-runs in the General Fund.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Finance Committee reviewed this amendment at their January 13, 2022, meeting and recommended moving forward to full council under Council Consent.

RECOMMENDED ACTION: **MOTION to approve Ordinance No. 22-1171, amending Ordinance No. 21-1168-Exhibit A- 2022 Salary Schedule.**

RECORD OF COUNCIL ACTION

Meeting Date	***Action***	***Vote***
January 20, 2022		

ORDINANCE NO. 22-1171

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AMENDING ORDINANCE NO. 21-1168 - 2022 SALARY SCHEDULE EXHIBIT A FOR CALENDAR YEAR 2022

WHEREAS, the Preliminary Budget was adopted by Ordinance No. 21-1168 on November 30, 2021, and included Exhibit A 2022 Salary Schedule, and

WHEREAS, the portion of the Salary Schedule for the Police Union Contract COLA for 2022 was incorrectly listed at 3% when the contract maximum was 3.5%; and

WHEREAS, the Exhibit A 2022 Salary schedule needs to be revised to pay Police employees during 2022, now therefore,

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

Section 1. This Ordinance shall include the revised 2022 Salary Schedule as shown in the attachment as Exhibit A.

Section 2. This Ordinance shall be in full force and effect five days after its passage, approval, posting and publication in summary form as provided by law.

Passed by a majority of the City Council on 20th day of January 2022.

____
Mayor Carol Benson

Attest:

____
Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

____
David Linehan, City Attorney

Published:
Posted:
Effective Date:

Exhibit A

Budgeted 2022 Positions	2022 Salary Schedule BOLD = Filled Positions	Step 1	Step 2	Step 3	Step 4	5 & On
✓	City Administrator	9,625	9,939	10,415	10,792	11,173
	Assistant City Administrator	8,274	8,688	9,102	9,515	9,929
	City Attorney	8,406	8,826	9,267	9,730	10,217
✓	**Court Administrator**	6,297	6,613	6,943	7,290	7,655
✓	**Judicial Specialist II**	4,124	4,469	4,812	5,157	5,500
	Judicial Specialist I (hourly)	21.63	23.45	25.25	27.05	28.84
	Human Resources Director	8,015	8,444	8,872	9,302	9,732
✓	**City Clerk/HR Manager**	8,015	8,444	8,872	9,302	9,732
✓	**Deputy City Clerk**	4,809	5,146	5,482	5,817	6,154
✓	**Finance Director**	8,754	9,192	9,651	10,133	10,641
✓	**Deputy Finance Director**	7,182	7,496	7,905	8,314	8,723
✓	**Senior Accountant**	5,414	5,685	5,969	6,267	6,579
✓	**Accounting Clerk/Utility Billing Specialist**	4,469	4,694	4,929	5,174	5,432
✓	**Administrative Assistant II**	4,044	4,246	4,458	4,680	4,915
	Administrative Assistant I	2,427	2,620	2,813	3,007	3,199
	Accounts Payable Clerk (hourly)	23.51	24.70	25.94	27.22	28.59
	Accountant 1 Journey (hourly)	17.11	17.95	18.85	19.80	20.79
✓	**Information Services Manager**	7,819	8,271	8,722	9,172	9,624
✓	**Comm. & Infor. Svs/Admin Sup.Tech I**	4,044	4,246	4,458	4,680	4,915
✓	**Police Chief**	11,076	11,454	11,911	12,213	12,652
✓	**Police Commander**	9,949	10,295	10,598	10,901	11,252
✓	**Police Sergeant**	8,972	9,476	-	-	-
✓	**Police Officer**	5,451	6,108	6,768	7,427	8,051
✓	**Police Records Coordinator**	4,809	5,146	5,482	5,817	6,154
✓	**Police Clerk**	4,138	4,345	4,562	4,791	5,029
	Police Clerk (hourly)	23.88	25.06	26.32	27.63	29.02
✓	**MDRT & Economic Director**	8,634	9,066	9,520	9,995	10,496
✓	**Construction Inspector Supervisor**	7,443	7,872	8,302	8,730	9,160
✓	**Construction Inspector**	6,256	6,617	6,978	7,338	7,698
✓	**MDRT Senior Accountant (hourly)**	29.25	30.70	32.24	33.87	35.55
	MDRT Planner (hourly)	26.73	28.60	30.48	32.34	34.22
✓	**Community Dev/Nat Resources Director**	8,634	9,066	9,520	9,995	10,496
✓	**Building Official**	7,443	7,872	8,302	8,730	9,160
✓	**Code Compliance Officer/Building Inspector**	5,299	5,564	5,843	6,135	6,441
✓	**Senior Planner**	5,724	6,009	6,311	6,625	6,957
	Permit Technician Supervisor	6,158	6,439	6,719	6,998	7,278

Exhibit A

✓	**Permit Technician**	5,052	5,408	5,760	6,114	6,465
	Permit Technician (hourly)	29.15	31.20	33.23	35.27	37.30
✓	Assistant Planner / Permit Technician	4,809	5,146	5,482	5,817	6,154
	Parks Department Director	7,723	8,136	8,550	8,964	9,377
✓	**Public Works Director**	8,634	9,071	9,525	10,002	10,502
✓	**Operations & Maintenance Superintendent**	7,443	7,872	8,302	8,730	9,160
✓	**Capital Projects Program Manager**	7,163	7,521	7,896	8,292	8,706
✓	**Facilities Equipment Coordinator**	5,074	5,408	5,760	6,114	6,465
✓	**Public Works Administrative Asst. III**	4,772	5,012	5,263	5,525	5,803
✓	**Public Utilities Operator**	5,402	5,671	5,954	6,253	6,565
✓	**Utility Worker II**	4,827	5,069	5,321	5,588	5,867
✓	Utility Worker I	4,100	4,305	4,520	4,743	4,983
✓	**Utility Worker Seasonal (hourly)**	18.00	21.00	-	-	-

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT:	**Agenda Date: January 20, 2022**	**AB22-006**	
Resolution authorizing a grant agreement with the Department of Ecology for the 2021-2023 Stormwater Capacity Grant		Mayor Carol Benson	
		City Administrator	
		City Attorney David Linehan	
		City Clerk – Brenda L. Martinez	
		Com Dev – Mona Davis	
		Finance – May Miller	
		MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): $50,000 revenue		Police – Chief Kiblinger	
Fund Source: Department of Ecology		Public Works – Scott Hanis	X
Timeline: Expires March 31, 2023		Court – Stephanie Metcalf	

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

Attachments: Grant Agreement, Resolution

SUMMARY STATEMENT:

The purpose of this grant is to provide financial assistance to the City in order to help the City meet the requirements under the City's stormwater permit from the Department of Ecology.

This grant will expire March 31, 2023 and is retroactive to July 1, 2021. The grant funds are as follows:

Task 1 – Up to $2,000 for Project Administration/Management
Task 2 - $48,000 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 grant cycle, these funds are targeted to help fund the Stormwater Management Action Plan (SMAP) that is required by the NPDES Permit. This is a similar grant to previous grants the City has received from the Department of Ecology.

FISCAL NOTE (Finance Department): The DOE Grant for $50,000 was included in the 2022 Budget for the Stormwater Basin Study.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee reviewed this on January 11th, 2022 and recommends bringing this to full council.

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 22-1464 to accept capacity grant funds and authorizing the Mayor to execute a grant agreement with the Department of Ecology for the 2021-2023 Stormwater Capacity Grant.**

RECORD OF COUNCIL ACTION

Meeting Date	***Action***	***Vote***
January 20, 2022		

RESOLUTION NO. 22-1464

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 2021-2023 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 2021-2023 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 2021-2023 Capacity Grant funds from the Washington State Department of Ecology in the amount of $50,000 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 2021-2023 Stormwater Capacity Grant in the amount of $50,000 to meet Phase II NPDES requirements.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF JANUARY 2022.

CITY OF BLACK DIAMOND:

____
Carol Benson, Mayor

Attest:

____
Brenda L. Martinez, City Clerk

Agreement No. WQSWCAP-2123-BlaDia-00210

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:	2021-2023 Biennial Stormwater Capacity Grants
Total Cost:	$50,000.00
Total Eligible Cost:	$50,000.00
Ecology Share:	$50,000.00
Recipient Share:	$0.00
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	03/31/2023
Project Type:	Capacity Grant

<u>Project Short Description:</u>
This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

<u>Project Long Description:</u>
N/A

<u>Overall Goal:</u>
This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

RECIPIENT INFORMATION

Organization Name: City of Black Diamond

Federal Tax ID: 91-6016204
DUNS Number: 195690011

Mailing Address: PO Box 599
Black Diamond, WA 98010

Physical Address: PO Box 599
24301 Roberts Drive

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

Contacts

Project Manager	Scott Hanis Capital Project/Program Manager PO Box 599 24301 Roberts Drive Black Diamond, Washington 98010 Email: shanis@blackdiamondwa.gov Phone: (360) 851-4446
Billing Contact	Scott Hanis Capital Project/Program Manager PO Box 599 24301 Roberts Drive Black Diamond, Washington 98010 Email: shanis@blackdiamondwa.gov Phone: (360) 851-4446
Authorized Signatory	Carol M Benson Mayor PO Box 599 24301 Roberts Drive Black Diamond, Washington 98010 Email: cbenson@blackdiamondwa.gov Phone: (360) 851-4446

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) 407-6452
Financial Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452

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.

Washington State
Department of Ecology

By: DocuSigned by: On behalf of 2BCA6B00046746E...

Vincent McGowan, P.E. Date 1/4/2022
Water Quality
Program Manager

Template Approved to Form by
Attorney General's Office

City of Black Diamond

By: DocuSigned by: Carol M Benson EE1E7DC5859B4D5...

Carol M Benson Date 1/4/2022
Mayor

SCOPE OF WORK

Task Number: 1 **Task Cost:** $2,000.00

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 a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; 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.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. 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, Recipient Closeout Report, and two-page Outcome Summary Report.
* Properly maintained project documentation.

Recipient Task Coordinator: Scott Hanis

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly in EAGL.	
1.2	Recipient Closeout Report (EAGL Form).	
1.3	Two-page draft and Final Outcome Summary Reports.	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $48,000.00

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 ensure funds are used to attain compliance where applicable. The following is a list of elements RECIPIENT's project 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 (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARMENT approves prior to awarding funding for monitoring.
Monitoring, including:
 a) Development of applicable QAPPs.
 b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
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 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 improved permit compliance. Capital construction projects, incentives or give-a-ways, grant application preparation, TAPE review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation are not eligible expenses.

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.

Recipient Task Coordinator: Scott Hanis

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

BUDGET

Funding Distribution EG220283

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: 2021-23 capacity grant
Funding Type: Grant
Funding Effective Date: 07/01/2021
Funding Expiration Date: 03/31/2023

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund:

Type: State

Funding Source %: 100%

Description: MTCA

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

2021-23 capacity grant	**Task Total**
Project Administration/Management	$ 2,000.00
Permit Implementation	$ 48,000.00
	Total: $ 50,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2021-23 capacity grant	0.00 %	$ 0.00	$ 50,000.00	$ 50,000.00
Total		**$ 0.00**	**$ 50,000.00**	**$ 50,000.00**

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 "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 $25,000 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 DUNS number, at www.fsrs.gov <http://www.fsrs.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.fsrs.gov <http://www.fsrs.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>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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/> exclusion list.

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
06/24/2021 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/1701004.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).
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.

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 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.

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 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

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.

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. 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:	**Agenda Date: January 20, 2022**	**AB22-007**
Resolution amending the contract with Parametrix, Inc. to add an additional $60,000 for on-call engineering services.	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): Total for contract not to exceed $290,000	Police – Chief Kiblinger	
Fund Source: Various capital projects, developer funds and utility funds	Public Works – Scott Hanis	X
Timeline: Expires February 29, 2024	Court – Stephanie Metcalf	

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

Attachments: Contract Amendment, Resolution

SUMMARY STATEMENT:
A resolution to authorize the Mayor to execute amendment 2 to the contract with Paramterix Inc. to add additional funding to the contract for on-call engineering services. The City does not have sufficient staff to perform in house engineering services and authorized a contract with Parametrix in 2018 to provide on-call engineering services. Parametrix primarily provides water and sewer reviews.

The prior contract authorized services until 2022 and was not to exceed $230,000. Of that amount, they spent about 136,000. The amendment authorizes a further $60,000 and extends the contract to February 29, 2024. Bringing the total funds to not exceed $290,000.

FISCAL NOTE (Finance Department): Task orders under this agreement cannot exceed $15,000. Work that exceeds $15,000 will require a separate agreement. Many expenses under this agreement will be reimbursable by developers. The 2022 budget included this amount.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Public Works Committee reviewed this at their meeting on January 11, 2022 with recommendation of bringing to full council and placing it on the consent agenda.

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 22-1465 authorizing the Mayor to execute Amendment 2 to the on-call contract with Parametrix Inc. to add an additional $60,000 for on-call engineering services.**

RECORD OF COUNCIL ACTION

Meeting Date	***Action***	***Vote***
January 20, 2022		

RESOLUTION NO. 22-1465

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR EXECUTE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX, INC. FOR ON-CALL ENGINEERING SERVICES

WHEREAS, the City does not have sufficient staff resources to provide civil engineering services to meet the needs of the City; and

WHEREAS, the Mayor executed a Professional Services Agreement with Parametrix, Inc. to be one of the consultants to provide on-call civil engineering services to the City in 2018; and

WHEREAS, City staff recommends authorizing an amendment to the contract with Parametrix, Inc for an additional amount of $60,000 to extend to February 29, 2024;

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 Agreement with Parametrix, Inc. to provide on-call engineering services for the City.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF JANUARY 2022.

CITY OF BLACK DIAMOND:

____
Carol Benson, Mayor

Attest:

____
Brenda L. Martinez, City Clerk

Contract Amendment No. 2~~1~~

On-Call Civil Engineering Services

In accordance with the Professional Services Agreement for the On-Call Civil Engineering Services between the CITY OF BLACK DIAMOND (City) and PARAMETRIX, INC. (Consultant), dated February 20, 2018 and authorized under Resolution 18-1226, this is an authorization to revise Section 3.2 of the Agreement (previously revised through Amendment No. 1 authorized February 21, 2020 through Resolution 20-1343) to read:

> The City shall pay the Consultant an amount based on time and materials, not to exceed Two Hundred ~~Thirty~~ Ninety Thousand Dollars ($~~230~~290,000.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Agreement. Compensation for the services provided pursuant to any one particular On-Call Task Order shall not exceed Fifteen Thousand Dollars ($15,000.00).

and Section 6.1 of the Agreement to read:

> This Agreement takes effect on the date is has been signed by both parties, and it shall remain in effect until February 29~~8~~, 2024~~2~~, unless extended or terminated in writing pursuant to this Section 6.

All other aspects of the Agreement will remain unchanged

AGREED TO BY:

CITY OF BLACK DIAMOND	CONSULTANT
By: ___________________________	By: ____________________________
Carol Benson	Daniel L. McReynolds
Its: Mayor	Its: Senior Consultant
Date: ____________________	Date: ____________________

CITY COUNCIL AGENDA BILL

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

<table>
<tr><th colspan="3">ITEM INFORMATION</th></tr>
<tr><td rowspan="8">SUBJECT:
A resolution to amend the contract with RH2 Engineering, Inc. to add an additional $150,000 for on-call engineering services, and to have Michelle Wright of RH2 serve as City Engineer</td><td colspan="2">Agenda Date: January 20, 2022 AB22-008</td></tr>
<tr><td>Mayor Carol Benson</td><td></td></tr>
<tr><td>City Administrator</td><td></td></tr>
<tr><td>City Attorney David Linehan</td><td></td></tr>
<tr><td>City Clerk – Brenda L. Martinez</td><td></td></tr>
<tr><td>Com Dev – Mona Davis</td><td></td></tr>
<tr><td>Finance – May Miller</td><td></td></tr>
<tr><td>MDRT/Ec Dev – Andy Williamson</td><td></td></tr>
<tr><td>Cost Impact (see also Fiscal Note): Total for contract not to exceed $350,000</td><td>Police – Chief Kiblinger</td><td></td></tr>
<tr><td>Fund Source: Water/Sewer/Streets/Storm/ Developers</td><td>Public Works – Scott Hanis</td><td>X</td></tr>
<tr><td>Timeline: Contract expiration 02/29/2024</td><td>Court – Stephanie Metcalf</td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td colspan="3">Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator</td></tr>
<tr><td colspan="3">Attachments: Contract Amendment, Resolution</td></tr>
</table>

SUMMARY STATEMENT:

A resolution authorizing the Mayor to execute Amendment No. 2 to the Professional Services Agreement with RH2 Engineering, Inc. to add additional funding to the contract for on-call engineering services as the City does not have sufficient staff to perform in house engineering services. RH2 have provided responsive, technically sound engineering with accurate and clear billing, and they are very familiar with the City's infrastructure.

The Public Works Committee is in favor of extending funds associated with amending and extending this contract to enable further provision of on-call engineering services. $200,000 has been spent by the City thus far, thereby with the additional $150,000 the total contract amount is not to exceed a total of $350,000.

The Public Works Committee also recommends appointment of Michelle Wright of RH2 Engineering to serve as City Engineer, this is due to the departure of current City Engineer Seth Boettcher and the necessity to have a representative on the City's behalf.

FISCAL NOTE (Finance Department): Task orders under this agreement cannot exceed $15,000. Work that exceeds $15,000 will require a separate agreement. Many expenses under this agreement will be reimbursable by developers. The 2022 Budget included these funds.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Public Works Committee reviewed this at their meeting on January 11, 2022, with recommendation of bringing to full council and placing it on the consent agenda.

RECOMMENDED ACTION: **MOTION adopt Resolution No. 22-1466 authorizing the Mayor to execute Amendment No. 2 to the Professional Services Agreement with RH2 Engineering, Inc. to provide on-call civil engineering services to the City and to have Michelle Wright of RH2 serve as City Engineer.**		
RECORD OF COUNCIL ACTION		
Meeting Date	***Action***	***Vote***
January 20, 2022		

RESOLUTION NO. 22-1466

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON CONFIRMING THE MAYOR'S APPOINTMENT OF THE CITY ENGINEER AND AUTHORIZING AN AMENDMENT TO THE CITY'S PROFESSIONAL SERVICES AGREEMENT WITH RH2 ENGINEERING, INC.

WHEREAS, pursuant to BDMC 2.28.060, the office of City Engineer shall be appointed by the Mayor and confirmed by the City Council, and the duties of the City Engineer may be performed either by a designated City employee or by a designated independent contractor; and

WHEREAS, the City does not have sufficient staff resources to provide civil engineering services to meet the needs of the City; and

WHEREAS, the City is currently under contract with RH2 Engineering, Inc. to provide on-call civil engineering services to the City (see Resolution No. 18-1227, as amended by Resolution No. 20-1344); and

WHEREAS, Michelle Wright, P.E., of RH2 Engineering, Inc. meets the qualifications of BDMC 2.28.060 and is willing to serve as the designated City Engineer for the City of Black Diamond following the departure of Seth Boettcher; and

WHEREAS, pursuant to BDMC 2.28.060 and RCW 35A.12.090, Mayor Benson has appointed Michelle Wright of RH2 Engineering to serve as the designated City Engineer under the terms of the City's contract with RH2; and

WHEREAS, the City's current contract with RH2 Engineering, Inc. is set to expire on February 28, 2022; and

WHEREAS, in light of the additional duties to be provided by Michelle Wright and the City's other ongoing civil engineering needs, City staff recommends amending the existing RH2 contract to extend the term of the agreement by an additional two years (through February 29, 2024), and to add an additional $150,000 to the spending limit, thus bringing the total contract amount to $350,000; and

WHEREAS, City staff recommends that the City Council confirm the Mayor's appointment of Michelle Wright to serve as City Engineer following the departure of Seth Boettcher;

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 City's existing Professional Services Agreement with RH2 Engineering, Inc. to extend the contract term through February 29, 2024, update the applicable RH2 rate schedule, and provide an additional $150,000 in funding for on-call civil engineering services to the City, all as shown in Contract Amendment No. 2, attached hereto.

Section 2. The City Council hereby confirms the Mayor's appointment of Michelle Wright of RH2 Engineering, Inc. to serve as City Engineer pursuant to BDMC 2.28.060.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20th DAY OF JANUARY, 2022.

CITY OF BLACK DIAMOND:

____
Carol Benson, Mayor

Attest:

____
Brenda L. Martinez, City Clerk

Contract Amendment No. 2

On-Call Civil Engineering Services

In accordance with the Professional Services Agreement for the On-Call Civil Engineering Services between the CITY OF BLACK DIAMOND (City) and RH2 ENGINEERING, INC., (Consultant), dated February 16, 2018, and authorized under Resolution 18-1227, this is an authorization to revise Section 3.2 of the Agreement (previously revised through Amendment No. 1 authorized February 21, 2020, through Resolution 20-1344) to read:

> The City shall pay the Consultant an amount based on time and materials, not to exceed Three Hundred Fifty Thousand Dollars ($350,000.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Agreement. Compensation for the services provided pursuant to any one particular On-Call Task Order shall not exceed Fifteen Thousand Dollars ($15,000.00).

Section 6.1 of the Agreement to read:

> This Agreement takes effect on the date is has been signed by both parties, and it shall remain in effect until February 29, 2024, unless extended or terminated in writing pursuant to this Section 6.

and Exhibit "A" Scope of Work updated to also include:

- Serve as the City Engineer (licensed Professional Engineer) as necessary to support the City's Public Works Department ongoing needs.

and an updated Exhibit "C" 2022 Schedule of Rates and Charges (attached).

All other aspects of the Agreement will remain unchanged.

AGREED TO BY:

CITY OF BLACK DIAMOND	CONSULTANT
By: ______________________	By: Geoffrey G. Dillard
Carol Benson	Geoffrey G. Dillard, P.E.
Its: Mayor	Its: Director
Date: ________________	Date: 1/05/2022

EXHIBIT C RH2 ENGINEERING, INC. 2022 SCHEDULE OF RATES AND CHARGES		
RATE LIST	**RATE**	**UNIT**
Professional I	$152	$/hr
Professional II	$168	$/hr
Professional III	$182	$/hr
Professional IV	$199	$/hr
Professional V	$214	$/hr
Professional VI	$227	$/hr
Professional VII	$243	$/hr
Professional VIII	$255	$/hr
Professional IX	$255	$/hr
Control Specialist I	$139	$/hr
Control Specialist II	$152	$/hr
Control Specialist III	$166	$/hr
Control Specialist IV	$180	$/hr
Control Specialist V	$192	$/hr
Control Specialist VI	$207	$/hr
Control Specialist VII	$220	$/hr
Control Specialist VIII	$231	$/hr
Technician I	$116	$/hr
Technician II	$126	$/hr
Technician III	$144	$/hr
Technician IV	$155	$/hr
Technician V	$169	$/hr
Technician VI	$186	$/hr
Technician VII	$202	$/hr
Technician VIII	$212	$/hr
Administrative I	$75	$/hr
Administrative II	$90	$/hr
Administrative III	$107	$/hr
Administrative IV	$126	$/hr
Administrative V	$145	$/hr
CAD/GIS System	$27.50	$/hr
CAD Plots - Half Size	$2.50	price per plot
CAD Plots - Full Size	$10.00	price per plot
CAD Plots - Large	$25.00	price per plot
Copies (bw) 8.5" X 11"	$0.09	price per copy
Copies (bw) 8.5" X 14"	$0.14	price per copy
Copies (bw) 11" X 17"	$0.20	price per copy
Copies (color) 8.5" X 11"	$0.90	price per copy
Copies (color) 8.5" X 14"	$1.20	price per copy
Copies (color) 11" X 17"	$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	$0.5850	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT: **Resolution authorizing Mayor to accept a grant and execute a grant agreement with King County Parks.**	**Agenda Date: January 20, 2022**	**AB22-009**
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	X
	Finance – May Miller	
	MDRT/Eco Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): $30,000 potential revenue	Police – Chief Kiblinger	
Fund Source: King County	Public Works – Scott Hanis	
Timeline: ASAP	Court – Stephanie Metcalf	

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

Attachments: Resolution, Grant Agreement

SUMMARY STATEMENT:

The City received a grant award in the amount of $30,000 from Reagan Dunn's office through the King County Parks Youth and Amateur Sports Grant Program. If accepted, these funds will be used to design and/or construct a new skatepark.

FISCAL NOTE (Finance Department): The 2022 Budget will need to be amended to include the $30,000 King County Grant for the Skate Park Capital Project.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Planning Committee recommends forwarding to Council for their approval.

RECOMMENDED ACTION: **A MOTION to adopt Resolution No. 22-1467, authorizing the mayor to execute a grant agreement with King County Parks to accept a $30,000 grant to apply towards the design and/or construction of the skatepark.**

RECORD OF COUNCIL ACTION

Meeting Date	***Action***	***Vote***
January 20, 2022		

RESOLUTION NO. 22-1467

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO ACCEPT GRANT FUNDS AND EXECUTE A GRANT AGREEMENT WITH KING COUNTY YOUTH AND AMATEUR SPORTS

WHEREAS, King County Parks funds a Youth and Amateur Sports Grant (YASG) Program to increase youth access to and participation in quality physical activity programs and facilities; and

WHEREAS, the Mayor was awarded a $25,000 check by Reagan Dunn, King County Councilmember, at the Miner's Day event in July 2021 to start the fundraising for a new City skatepark; and

WHEREAS, King County notified the City in October 2021 that they were adding an additional $5,000 to the initial grant; and

WHEREAS, the City of Black Diamond was awarded a total of $30,000 in grant funding from the YASG to design and/or construct a new skatepark through a Capital Project Grant Agreement;

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

Section 1. The City Council hereby accepts the YASG grant funds from King County Parks in the amount of $30,000 to be applied towards the design and/or construction of a new skatepark;

Section 2. The Mayor is hereby authorized to execute a grant agreement with King County Parks in the amount of $30,000 to go into the Skatepark Fund for future design and/or construction costs in 2022.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF JANUARY, 2022.

CITY OF BLACK DIAMOND:

____
Carol Benson, Mayor

Attest:

____
Brenda L. Martinez, City Clerk

King County

Youth and Amateur Sports Grant Agreement

Captial Project Grant Agreement

Department/Division:	**Natural Resources and Parks / Parks and Recreation**				
Agency:	City of Black Diamond				
Project:	Black Diamond Skate Park				
Amount:	$30,000.00	Project#:	1142540	Contract#:	6275234
Term Period:	**January 1, 2021**	To	**December 31, 2022**		

THIS CAPITAL GRANT AGREEMENT ("Agreement") is entered into by KING COUNTY (the "County"), and City of Black Diamond (the "Agency"), whose address is: 24301 Roberts Dr. P.O. Box 599
Black Diamond, WA 98010

WHEREAS, the Agency is either a public agency or a non-profit organization that provides youth or amateur sports opportunities or acts as a fiscal sponsor for such Project;

WHEREAS, King County has selected the identified Agency to receive a Youth and Amateur Sports Fund ("YASF") Grant award to assist in projects that provide increased athletic opportunities for the citizens of King County, Washington;

WHEREAS, the Agency shall utilize the award to address an athletic need in King County; and

WHEREAS, King County is authorized to administer the YASF grant project and enter into agreements for the use of King County funds by public agencies or not-for-profit organizations to provide a service to the public under King County Ordinance 18409 § 84;

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

1. The Agency shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

☒	Program Summary and Scope of Work	Attached hereto as Exhibit I
☒	Capital Budget	Attached hereto as Exhibit II
☒	Project Design Schematic	Attached hereto as Exhibit III

2. TERM

This Agreement shall commence on January 1, 2021, and shall expire on the December 31, 2022, unless extended or earlier terminated, pursuant to the terms and conditions of this Agreement.

3. PREMISES

This grant Project is located at:

24301 Roberts Dr. P.O. Box 599
Black Diamond, WA 98010

4. PARTIES

All communication, notices, coordination, and other tenets of this Agreement shall be managed by:

On behalf of County:

Butch Lovelace, YSFG Project Manager
King County Parks and Recreation Division
201 South Jackson Street, Suite 700
Seattle, WA 98104-3855

Email: butch.lovelace@kingcounty.gov
Phone: 206.477.4577

On behalf of Agency:

Mona Davis, Development Director
24301 Roberts Dr. P.O. Box 599
Black Diamond, WA 98010

Email: mdavis@blackdiamondwa.gov
Phone: 360-851-4528

5. COMPENSATION AND METHOD OF PAYMENT

A. Excepting only Council directed grant funds, County shall authorize, at County's sole discretion, release of a portion of the grant funds, upon execution of this Agreement, and receipt of Agency's County-approved Scope of Work and Capital Budget (see Section 6). County shall initiate authorization for payment after approval of corrected invoices and required exhibits. County shall make payment to the Agency not more than thirty (30) days after a complete and accurate invoice and required documentation is received and approved.

B. Agency shall submit its final invoice and any outstanding deliverables within fifteen (15) days of the date this Agreement expires or is terminated. If the Agency's final invoice and reports are not submitted by the day specified in this subsection, County will be relieved of all liability for payment to the Agency of the amounts set forth in said invoice or any subsequent invoice.

6. AGENCY DELIVERABLES

A. Project Summary and Scope of Work. Agency shall provide a County-approved Project Summary and Scope of Work, attached hereto as **Exhibit I**. The Project Summary and Scope of Work shall describe Agency's capital project, facility use and programming, and description of its intended use of grant funds.

B. Capital Budget. Agency shall provide a County-approved Capital Budget, attached hereto as **Exhibit II**. Agency shall apply the funds received from the County under this Agreement in accordance with said budget. If, at any time during the Term of this Agreement, Agency expects that the cumulative amount of transfers among the budget categories may exceed ten percent (10%) of the Agreement amount, then Agency shall notify County to request approval. Supporting documents necessary to explain fully the nature and purpose of the change(s) and an amended budget may be required for each request for such approval. County approval of any such amendment shall not be unreasonably withheld.

C. Project Design Schematic. Agency shall provide a County-approved Project Design Schematic, attached hereto as **Exhibit III**.

7. COMMUNICATION

Agency shall recognize County as a "grant sponsor" for the grant project in the following manner:

A. Events: Agency shall invite and recognize "King County Parks" at all events promoting the project, and at the final project dedication.

B. Community Relations: Agency shall recognize "King County Parks" as a "grant sponsor" in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project.

8. PUBLIC ACCESS

These funds are provided for the purpose of developing and/or supporting the delivery of sports activities or infrastructure for, but not exclusively serving, persons under twenty-four (24) years of age, and low and moderate income communities within King County. Fees for the Project shall be no greater than those generally charged by public operators or project providers in King County.

9. INTERNAL CONTROL AND ACCOUNTING SYSTEM

Agency shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards in accordance with Revised Code of Washington (RCW) Chapter 40.14.

10. MAINTENANCE OF RECORDS

A. Agency shall maintain accounts and records, including personnel, property, financial, Project records, including Agreement deliverables, and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.

B. These records shall be maintained for a period of six (6) years after the expiration or earlier termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14.

C. Agency shall inform the County in writing of the location, if different from the Agency address listed on page one of this Agreement, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

11. <u>RIGHT TO INSPECT</u>

County reserves the right to review and approve the performance of Agency with regard to this Agreement, and, at its sole discretion, to inspect or audit the Agency's records regarding this Agreement and the Project upon seventy-two (72) hours' notice during normal business hours.

12. <u>COMPLIANCE WITH ALL LAWS AND REGULATIONS</u>

Agency, in cooperation and agreement with the owners of the Premises, shall comply with all applicable laws, ordinances and regulations in using funds provided by the County, including, without limitation, those relating to providing a safe working environment to employees and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA); and, to the extent applicable, those related to "public works," payment of prevailing wages, and competitive bidding of contracts. The Agency specifically agrees to comply and pay all costs associated with achieving such compliance without notice from King County; and further agrees that King County, does not waive this Section by giving notice of demand for compliance in any instance. The Agency shall indemnify and defend the County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to this Agreement.

13. <u>CORRECTIVE ACTION</u>

A. If the County determines that a breach of contract has occurred or does not approve of the Agency's performance, it will give the Agency written notification of unacceptable performance. The Agency will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to the Agency.

B. The County may withhold any payment owed the Agency until the County is satisfied that corrective action has been taken or completed.

14. <u>TERMINATION</u>

A. The County may terminate this Agreement in whole or in part, with or without cause, at any time during the Term of this Agreement, by providing the Agency ten (10) days advance written notice of the termination.

B. If the termination results from acts or omissions of the Agency, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Agency shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Agency by the County.

C. Any King County obligations under this Agreement beyond the current appropriation year are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of the current appropriation year.

15. FUTURE SUPPORT; UTILITIES AND SERVICE

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted for herein except as expressly set forth in this Agreement. The Agency understands, acknowledges, and agrees that the County shall not be liable to pay for or to provide any utilities or services in connection with the Project contemplated herein.

16. HOLD HARMLESS AND INDEMNIFICATION

The Agency agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any use of or occurrence on the Project that is the subject of this Agreement, or the Agency's exercise of rights and privileges granted by this Agreement, except to the extent of the County's sole negligence. The Agency's obligations under this Section shall include:

A. The duty to promptly accept tender of defense and provide defense to the County at the Agency's own expense;

B. Indemnification of claims made by the Agency's employees or agents; and

C. Waiver of the Agency's immunity under the industrial insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses or other costs to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from the Agency.

In the event it is determined that RCW 4.24.115 applies to this Agreement, the Agency agrees to protect, defend, indemnify and save the County, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Agency's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance of failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

A hold harmless provision to protect King County similar to this provision shall be included in all Agreements or subcontractor Agreements entered into by Agency in conjunction with this Agreement. **The Agency's duties under this Section will survive the expiration or earlier termination of this Agreement**.

17. INSURANCE

A. Liability Insurance Requirements. Notwithstanding any other provision within this Agreement, Agency and it subcontractors shall procure and maintain coverage and limits for no less than the following:

1. Commercial General Liability. Insurance Service "occurrence" form CG 00 01 (current edition), to include Products-Completed Operations, insurance against claims for injuries to persons or damages to property that may arise from or in connection with activities under this Agreement. The insurance coverage shall be no less than One Million Dollars ($1,000,000) combined single limit per occurrence, and Two Million Dollars ($2,000,000) in the aggregate.

2. Automobile Liability. *If activities require vehicle usage*. Insurance Services form number CA 00 01 (current edition), covering BUSINESS AUTO COVERAGE, Symbol 1 "any auto". If the grant includes the use of automobiles, the Limit of Liability shall be no less than One Million Dollars ($1,000,000) per occurrence.

3. Workers Compensation/Stop Gap. *If the recipient or its contractor(s) has/have employees*. Statutory Workers Compensation coverage and Stop Gap Liability for a limit no less than One Million Dollars ($1,000,000) per occurrence.

4. Professional Liability. *If the grant includes the use of Professional Services*. Professional Liability coverage shall be no less than One Million Dollars ($1,000,000) per claim and in the aggregate.

5. Sexual Misconduct Liability. *If the grant involves in-person work with minors.* Sexual Misconduct Liability coverage, at a limit of no less than Five Hundred Thousand Dollars ($500,000) per occurrence and in the aggregate.

B. If the grant involves the construction of a capital project or involves the purchase of equipment greater than Five Thousand ($5,000) in value, the Agency shall provide "All Risk" Builders Risk or Property coverage for the full replacement value of the project/property built/purchased. King County shall be listed as an additional Loss payee as our interests may appear.

C. King County and its officers, officials, employees and agents shall be covered as additional insured on Agency's and its contractor(s') commercial general liability insurance and, if applicable, commercial auto liability insurance, with respect to liability arising out of activities performed by the Agency and its contractors. Additional Insured status shall include Products-Completed Operations.

D. To the extent of the Agency's or its contractor's negligence, their insurance respectively shall be primary insurance with respect to the County, its officers, employees and agents. Any insurance or self-insurance maintained by the County, and its officers, officials, employees or agents shall not be subjected to contribution in favor of the Agency or its contractors insurance, and shall not benefit either in any way.

Agency's and its contractors' insurance shall apply separately to each insured against whom a claim is made or a lawsuit is brought, subject to the limits of the insurer's liability.

E. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after thirty (30) days' prior written notice has been given to and change in coverage accepted by King County.

F. The insurance provider must be licensed to do business in the State of Washington and maintain a Best's rating of no less than A-VIII. Within five (5) business days of County's request, Agency must provide a Certificate of Insurance and Additional Insured Endorsement(s) (CG 20 10 11/85 or its equivalent) to the County. The Agency shall be responsible for the maintenance of their contractors' insurance documentation.

G. If Agency is a municipal corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

H. **Agency's duties under this Section shall survive the expiration or earlier termination of this Agreement**. The Agency understands, acknowledges and agrees that for the relevant period of public use set forth in Section 8, the Agency shall maintain insurance and name the County as an additional insured, all of which shall be consistent with the requirements of this Section.

18. NONDISCRIMINATION

King County Code ("KCC") chapters 12.16, 12.17 through 12.18 apply to this Agreement and are incorporated by this reference as if fully set forth herein. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

19. CONFLICT OF INTEREST

KCC Chapter 3.04 (Employee Code of Ethics) is incorporated by reference as if fully set forth hence, and the Agency agrees to abide by all conditions of said chapter. Failure by the Agency to comply with any requirement of said KCC Chapter shall be a material breach of contract.

20. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

21. PROJECT MAINTENANCE; EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

A. As between the County and the Agency, Agency shall be responsible to operate and maintain the completed Project at its own sole expense and risk. Agency shall maintain the completed Project in good working condition consistent with applicable standards and guidelines. Agency understands, acknowledges, and agrees that the County is not responsible to operate or to maintain the Project in any way.

B. Agency shall be responsible for all property purchased pursuant to this Agreement, including the proper care and maintenance of any equipment.

C. Agency shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Agreement funds. **Agency's duties under this Section shall survive the expiration of this Agreement**.

22. NOTICES

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing, and directed to the person specified in Section 4 of this Agreement. Any such notice shall be deemed to have been given on the date of delivery, if mailed, on the third (3rd) business day following the date of mailing; or, if sent by fax, on the first (1st) business day following the day of delivery thereof by fax. Notice sent solely by e-mail shall be deemed to have been given on the date of transmission. Either party may change its address, fax number, email address, or the name of the person indicated as the recipient by notice to the other in the manner aforesaid.

23. ASSIGNMENT

Agency shall not assign any portion of rights and obligations under this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Agency must seek such consent in writing not less than fifteen (15) days prior to the date of any proposed assignment.

24. AMENDMENTS

This Agreement together with the attached exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole Agreement between the Parties. Either party may request changes to this Agreement. No modifications or amendment of this Agreement shall be valid or effective unless evidenced by an Agreement in writing signed by the Parties.

25. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

26. TAXES

Agency agrees to pay on a current basis all taxes or assessments levied on its activities and property, including, without limitation, any leasehold excise tax due under RCW Chapter 82.29A; PROVIDED, however, that nothing contained herein will modify the right of the Agency to contest any such tax, and Agency shall not be deemed to be in default as long as it will, in good faith, be contesting the validity or amount of any such taxes.

27. WASHINGTON LAW CONTROLLING; WHERE ACTIONS BROUGHT

This Agreement is made in and will be in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

28. PARAGRAPH HEADINGS

The paragraph headings contained herein are only for convenience and reference and are not intended to be a part of this Agreement or in any manner to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

29. PUBLIC DOCUMENT

This Agreement will be considered a public document and will be available for inspection and copying by the public.

30. LEGAL RELATIONS

Nothing contained herein will make, or be deemed to make, County and the Agency a partner of one another, and this Agreement will not be construed as creating a partnership or joint venture. Nothing in this Agreement will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

31. SINGULAR AND PLURAL

Wherever the context will so require, the singular will include the plural and plural will include the singular.

32. PERMITS AND LICENSES

Agency shall design, develop and construct the Project in accordance will all applicable laws and regulatory requirements including environmental considerations, permitting determinations, and other legal requirements. All activities and improvements shall be performed by Agency at its sole expense and liability. Agency shall, at its sole cost and expense, apply for, obtain and comply with all necessary permits, licenses and approvals required for the Project,

33. INTERPRETATION OF COUNTY RULES AND REGULATIONS

If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and will be binding upon the Agency.

34. POLICE POWERS OF THE COUNTY

Nothing contained in this Agreement will diminish, or be deemed to diminish, the governmental or police powers of the County.

35. ENTIRE AGREEMENT

This Agreement, including its attachments, constitutes the entire Agreement between the County and the Agency. It supersedes all other agreements and understandings between them, whether written, oral or otherwise.

KING COUNTY	City of Black Diamond
FOR ______________________	______________________
King County Executive	Signature
______________________	______________________
Date	NAME (Please type or print), Title
	______________________
	Date

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT: **Resolution authorizing the Mayor to execute a professional planning services consultant contract with AHBL**	**Agenda Date: January 20, 2022**	**AB22-010**
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	X
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact: $116,000.00	Police – Chief Kiblinger	
Fund Source: 2022 Budget	Public Works – Scott Hanis	
Timeline: January-December 2022	Court – Stephanie Metcalf	

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

Attachments: Resolution, Contract, Exhibit A Scope of Work

SUMMARY STATEMENT:

The Community Development Department requires the use of on-call planning services for the timely processing of the 2022 docket and comprehensive plan updates. Additionally, there is need to have assistance for completing the 2021 comprehensive plan updates under appeal, as well as current planning and municipal code revisions. These include, but are not limited to, the update of the FLUM and zoning maps for consistency, as well as additional items on the 2022 work plan.

This resolution would authorize the Mayor to execute a contract with AHBL for on-call professional planning services through December 31, 2022. The costs are supported by permit fees and the general fund.

FISCAL NOTE (Finance Department): The 2022 Budget includes funds for this service.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 22-1468, authorizing the Mayor to execute a professional services agreement with AHBL for professional on-call planning services.**

RECORD OF COUNCIL ACTION

Meeting Date	***Action***	***Vote***
January 20, 2022		

RESOLUTION NO. 22-1468

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

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

WHEREAS, in order to timely and effectively process the 2021 and 2022 annual comprehensive plan amendments under the adopted docket and effectively process land use applications and permits to assure compliance with the applicable City codes and state law, the City desires to contract with the firm AHBL to provide these planning services; and

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

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

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

Section 1. The Mayor is hereby authorized to execute a professional services contract between City and AHBL for the provision of planning services to the Community Development Department in an amount not to exceed $116,000.00 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 20TH DAY OF JANUARY, 2022.

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 PLANNING SERVICES

THIS AGREEMENT is made effective as of January 1, 2022, by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and AHBL, Inc. (hereinafter the "Consultant"), a corporation organized under the laws of the State of Washington, located and doing business at 2215 North 30th Street, Suite 300, Tacoma, WA 98403.

RECITALS

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

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

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

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

TERMS

I. Description of Work.

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

The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

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 City shall pay the Consultant an hourly rate of the Planner and Project Manager as described in the billing rates in Exhibit B. The payment made by the City to the Consultant shall not exceed $116,000 for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amended or supplemental 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.

Commented [WC1]: This is based on the following calculation:

Emily Adams: $130 x 18 hr/wk x 48 wks = $112,320
Wayne Carlson: $225 x 0.5 hr/wk x 44 wks - $4,950

I rounded it down from $117,270.

B. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The Consultant shall be paid by the City for completed services rendered under each approved individual Task Order. 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 each Task Order after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

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 January 1, 2022 and shall remain in effect through December 31, 2022 unless terminated by written notice in accordance with Section V, below. The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties and the City has issued a Notice to Proceed. The parties agree that the individual projects assigned to the Consultant may have individual deadlines for completion that must be met, as described in the Task Orders.

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.

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

F. 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

If any dispute, misunderstanding, or conflict arises 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, FAICP, LEED AP
AHBL, Inc.
2215 North 30th Street
Suite 300
Tacoma, WA 98403

CITY:

Attn: Mona Davis
City of Black Diamond
PO 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: ______________________	By: ________________________
Wayne E. Carlson Principal	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

<u>2022 SPECIAL PROJECTS PLANNING ASSISTANCE</u>

This scope of work is to provide on- and off-site specialized planning assistance (Planning Services) to the City of Black Diamond. This scope of work is associated with the docketing and processing of the City's 2022 annual Comprehensive Plan Amendments as prescribed under Chapter 16.20 of the Black Diamond Municipal Code (BDMC). The following is AHBL's proposed scope of services:

Task 1 Evaluation of Amendments

1.1. Update and maintain the Black Diamond Zoning Map and Comprehensive Plan Future Land Use Map for consistency.
1.2. Visit sites proposed for amendment to review compatibility with existing uses as well as uses that may be allowed on adjacent sites.
1.3. Prepare for and conduct neighborhood meetings for the purposes of presenting the proposed amendments and soliciting public comment. Notice of the meetings will be mailed to properties within 300 feet of the subject amendment areas. This scope includes the preparation of maps/boards and PowerPoint presentations for use during the meeting.
1.4. Prepare amendments to the text, tables, and figures for the purpose of establishing how the amendments will affect the overall mix of planned land uses within the City.
1.5. Conduct a SEPA Non-Project Environmental Review of the proposed amendments. It is assumed that environmental review will involve the preparation of non-project SEPA Environmental Checklist. This scope of work includes the preparation of legal notices of decisions, coordination with City staff for publication and distribution of legal notices to newspapers of record and interested agencies, and preparation and filing of SEPA decisions with the SEPA Register.
1.6. Prepare a Staff Report detailing existing Comprehensive Plan goals and policies applicable to the amendment criteria found Chapter 16.10 BDMC. The Staff Report will address all four requests.

Task 2 Adoption Phase and Coordination

2.1. Prepare and maintain a project schedule.
2.2. Prepare for and attend up to three meetings with City staff for the purposes of discussing the analysis of the requests.
2.3. Coordinate with the applicants for additional information as necessary.
2.4. Coordinate the physical posting of the site with a public notice board as required under BDMC 16.10.070.
2.5. Prepare for and attend up to two meetings and/or hearings before the Black Diamond Planning Commission to discuss the amendment proposals. Preparation for the meetings and hearings will include making

boards, PowerPoint presentations, and other meeting materials necessary to explain the proposed amendments and the staff report.

2.6. Prepare for and attend up to two meetings and/or hearings before the Black Diamond City Council to discuss the amendment proposals. Preparation for the meetings and hearings will include making boards, PowerPoint presentations, and other meeting materials necessary to explain the proposed amendments and the staff report.

Task 3 Other Specialized Planning Services

3.1. Assist City staff with the initiation of planning associated with the periodic update to the City's Comprehensive Plan. This work initially will involve updates to the population and demographic information to reflect the release of data from the 2020 US Census.

3.2. Assist City staff with the preparation of application bulletins and guidance to provide a better customer interface for project applicants.

Wayne Carlson will serve as principal-in-charge for AHBL to provide day-to-day oversight of our planners and will coordinate with City staff to make sure that we are meeting the City's needs. As principal-in-charge, Wayne Carlson will be involved to ensure that AHBL, Inc. provides these services in an efficient and cost-effective manner, including bringing the appropriate additional resources to the projects as needed and/or desired by the City of Black Diamond.

Emily Adams, AICP (Planner IV) would be assigned as our project planner to conduct this work, with other staff assigned to cover vacations, sick days, and additional work as requested by the City.

EXHIBIT B
BILLING RATES

SCHEDULE OF CHARGES & COMPENSATION

Principal	225.00/Hour
Associate Principal	200.00/Hour
Senior Project Manager	185.00/Hour
Project Manager	170.00/Hour
Senior Planning Project Manager	160.00/Hour
Planning Project Manager	150.00/Hour
Survey Project Manager	160.00/Hour
Assistant Project Manager	125.00/Hour
Senior Engineer	160.00/Hour
Project Engineer 4	140.00/Hour
Project Engineer 3	130.00/Hour
Project Engineer 2	120.00/Hour
Project Engineer 1	105.00/Hour
Senior Engineer Technician	130.00/Hour
Engineer Technician 3	120.00/Hour
Engineer Technician 2	105.00/Hour
Engineer Technician 1	90.00/Hour
Project Administrator	100.00/Hour
Project Expeditor	80.00/Hour
Planner 5	145.00/Hour
Planner 4	130.00/Hour
Planner 3	115.00/Hour
Planner 2	100.00/Hour
Planner 1	75.00/Hour
Planning Technician	50.00/Hour

Director of Landscape Architecture	170.00/Hour
Senior Landscape Architect	145.00/Hour
Landscape Architect 2	130.00/Hour
Landscape Architect 1	120.00/Hour
Senior Landscape Designer	120.00/Hour
Landscape Designer 3	110.00/Hour
Landscape Designer 2	100.00/Hour
Landscape Designer 1	90.00/Hour
Senior Landscape Technician	130.00/Hour
Landscape Technician 3	105.00/Hour
Landscape Technician 2	90.00/Hour
Landscape Technician 1	80.00/Hour
Senior Survey Technician	130.00/Hour
Survey Technician 3	120.00/Hour
Survey Technician 2	105.00/Hour
Survey Technician 1	90.00/Hour
Survey Crew	200.00/Hour
1-Person Survey Crew	130.00/Hour
Graphic Designer	110.00/Hour
Technical Editor	105.00/Hour
Word Processor/Sr. Administrative Asst.	85.00/Hour
Administrative Assistant	75.00/Hour
Outside Consultants	Separate Fee Proposal
Geotechnical Engineers	Separate Fee Proposal
Environmental Consultants	Separate Fee Proposal

Large Format Bond	0.50/sf
Large Format High Density Color Bond	2.00/sf
Large Format Mylar	2.00/sf
Small Format Color Bond 11 X 17	0.50/Sheet
Small Format Color Bond 8.5 X 11	0.40/Sheet

The Schedule of Charges and Compensation is subject to change.

Charges are made for technical typing, as in the preparation of reports, and for technical clerical services directly related to projects. Direct charges are not made for general secretarial services, office management, accounting, or maintenance.