



CITY OF BLACK DIAMOND
September 1, 2022 Regular Business Meeting Agenda
Council Chambers, 25510 Lawson St.
Black Diamond, WA 98010

THIS IS OFFERED AS A HYBRID MEETING AND MAY BE ATTENDED IN PERSON AT THE ABOVE NOTED ADDRESS OR BY JOINING VIRTUAL/TELEPHONICALLY. CALL IN AND JOINING INFORMATION FOLLOWS:

Zoom link to join meeting: <https://zoom.us/j/4454477047?pwd=eGxRY3ZEeU14SVM2cGRBcUxCSjdmZz09>

(Note: You do not need a web cam to join the meeting, but you will need audio to hear the proceedings.)

Meeting ID: 445 447 7047 Password: Council

Telephone dial in options: +1 253 215 8782 US (Tacoma) +1 206 337 9723 US (Seattle) Meeting ID: 445 447 7047

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

READING OF GUIDING PRINCIPLES:

AGENDA REVIEW AND APPROVAL:

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

CONSENT AGENDA:

- 1) Claim Checks - September 1, 2022 Check No. 51881 through 51925 (void 51762) in the amount of \$188,026.26**
- 2) Minutes - Work Session of August 11, 2022, Special Council Meeting of August 18, 2022, and Council Meeting of August 18, 2022**

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

PUBLIC HEARINGS:

UNFINISHED BUSINESS:

- 3) AB22-067A - Discussion and Possible Action on Comment Letter to Commercial Aviation Coordinating Commission (CACC) Regarding the Elimination of the King County Southeast Greenfield Site - Mayor Benson**

NEW BUSINESS:

- 4) - AB22-068 - Resolution Accepting Bid and Awarding Contract to Lakeridge Paving for Ravensdale Road Project - Mr. Hanis**
- 5) - AB22-069 - Resolution Authorizing Mayor to Execute a Collective Bargaining Agreement with the Black Diamond Police Officers' Association - Ms. Martinez**
- 6) - AB22-070 - Resolution Approving Special Event Permit for Tough Mudder - Ms. Davis**

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

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

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:



CERTIFICATION

Finance Committee Meeting August 25, 2022
Council Date: September 8, 2022

Check No.'s / EFT	Batch Name	Check / EFT Date		Amount
V51762	August Void Batch	08/18/22	\$	-750.00
51881	August Void Batch	08/18/22	\$	750.00
51882-51923	3rd August	09/02/22	\$	172,150.83
51924-51925	1st September	09/02/22	\$	15,875.43
			\$	
			\$	
			\$	
		TOTAL	\$	188,026.26

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.

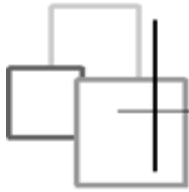
May Miller Finance Director

May Miller, Finance Director

DATE August 25, 2022

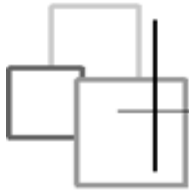
CAROL BENSON, MAYOR

DATE



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Valley Fireworks, LLC				
	51881	8/18/2022	2022 - August - August Void Batch	
	08182022 VF			
		Refund for Firework Deposit		
		001-000-240-345-89-99-22	Fire Works Bonds	\$750.00
		Refund for Firework Deposit		
	Total 08182022 VF			\$750.00
	Total 51881			\$750.00
	V 51762	7/12/2022	2022 - August - August Void Batch	
	V 07122022 VF			
		Refund bond/deposit		
		001-000-240-345-89-99-22	Fire Works Bonds	(\$750.00)
		Check sent to wrong address, not returned in mail		
	Total V 07122022 VF			(\$750.00)
	Total V 51762			(\$750.00)
Total Valley Fireworks, LLC				\$0.00
	Vendor Count	1	Grand Total	\$0.00



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
AHBL, Inc.				
	51882	7/31/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	133539			
		July 2022 Services		
		001-000-257-558-70-49-00	MDRT Planning Consultant	\$13,650.00
		MDRT Resolution No. 20-1395		
	Total 133539			\$13,650.00
	Total 51882			\$13,650.00
Total AHBL, Inc.				\$13,650.00
All Purpose Door Repair				
	51883	8/4/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	28433			
		City Hall Project		
		310-000-002-594-18-62-03	Gen Govt Campus Improvements	\$1,632.67
		Keypad installation City Hall doors		
	Total 28433			\$1,632.67
	Total 51883			\$1,632.67
Total All Purpose Door Repair				\$1,632.67
Alpine Products Inc.				
	51884	8/18/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	TM-211305			
		PW - Supplies		
		101-000-000-542-64-31-01	Street Signs	\$242.88
		25 MPH Sign		
	Total TM-211305			\$242.88
	Total 51884			\$242.88
Total Alpine Products Inc.				\$242.88

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Amazon Capital Services, Inc.				
51885	17Q4-YLQC-4PFM	8/15/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	Com Dev - Supplies			
	001-000-270-575-50-31-00		Community Event Supplies	\$171.26
			Labor Day Event Give Aways for Kids	
	Total 17Q4-YLQC-4PFM			\$171.26
51885	17QT-HVVD-CY3G	8/5/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	CH - Returned Supplies			
	001-000-180-518-50-31-00		Office Supplies City Hall	(\$38.03)
			Returned Chair Mat	
	Total 17QT-HVVD-CY3G			(\$38.03)
51885	17VW-KC73-9X44	7/29/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	CH -S upplies			
	001-000-180-518-50-31-00		Office Supplies City Hall	\$323.80
			Printer paper, post its, office chair mat	
	Total 17VW-KC73-9X44			\$323.80
51885	1HJ3-PVFH-3DQK	8/2/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	CD Office supplies			
	001-000-240-558-51-31-00		CD-Office Supplies only	\$32.58
			Envelopes	
	Total 1HJ3-PVFH-3DQK			\$32.58
51885	1QG7-GKYK-XHQX	8/21/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	CH - Building Maint			
	001-000-181-518-30-48-02		City Hall-only- Building Maint	\$57.48
			Rat Traps	
	Total 1QG7-GKYK-XHQX			\$57.48
51885	1VGX-JN73-TJYL	8/14/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	CH - Supplies			
	001-000-180-518-50-31-00		Office Supplies City Hall	\$123.90
			Printer staples, brochure displays	
	Total 1VGX-JN73-TJYL			\$123.90

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	51885	7/17/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	1WCQ-XPLG-N1D1			
	CD - Supplies			
	310-000-021-553-60-41-00		Lk. Swyr Weed Control Exp	\$121.28
			Marker stakes for Lake Sawyer Weed Control	
	Total 1WCQ-XPLG-N1D1			\$121.28
	51885	8/4/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	1YWV-6QVL-4MWP			
	CD - Supplies			
	310-000-021-553-60-41-00		Lk. Swyr Weed Control Exp	\$15.87
			Color Copy Paper	
	Total 1YWV-6QVL-4MWP			\$15.87
	Total 51885			\$808.14
	Total Amazon Capital Services, Inc.			\$808.14
AquaTechnex				
	51886	8/8/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	14805			
	July 2022 Service			
	310-000-021-553-60-41-01		Lk. Swyr Weed Control-Prof Svs-Matching	\$5,598.05
			Lake Sawyer Chemical Treatment	
	Total 14805			\$5,598.05
	Total 51886			\$5,598.05
	Total AquaTechnex			\$5,598.05
Art Gamblin Motors				
	51887	7/13/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	415365			
	PD - Veh Maint			
	001-000-210-521-10-48-01		PD-Vehicle/Eq. Mtc. & Repair	\$2,316.78
			Repair of front DS window, repair of radio, oil change, overall inspection, tire balance, brake fluid flush, front/rear brake pad/rotor replacement	
	Total 415365			\$2,316.78
	51887	7/21/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	415660			
	PD - Veh Maint			
	001-000-210-521-10-48-01		PD-Vehicle/Eq. Mtc. & Repair	\$445.55

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Check engine light read	
	Total 415660			\$445.55
	Total 51887			\$2,762.33
Total Art Gamblin Motors				\$2,762.33
Auburn Sports & Marine, Inc.				
	51888	8/16/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	688297			
		PD - VRF Boat Repair		
		001-000-215-521-10-48-00	Repairs and Maintenance VRF	\$1,981.80
		Repair & Maint		
	Total 688297			\$1,981.80
	Total 51888			\$1,981.80
Total Auburn Sports & Marine, Inc.				\$1,981.80
Big Mountain Electric, Inc				
	51889	8/12/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	4985			
		PD - Building Maint		
		001-000-212-521-50-48-02	Police Bldg Repairs & Maintenance	\$451.11
		Repair of outlets at PD		
	Total 4985			\$451.11
	51889	8/12/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	4986			
		City Hall Project		
		310-000-002-594-18-62-03	Gen Govt Campus Improvements	\$2,271.83
		Running wire, install of new lights, replacing occupancy sensors		
	Total 4986			\$2,271.83
	Total 51889			\$2,722.94
Total Big Mountain Electric, Inc				\$2,722.94

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Black Diamond Auto Parts				
	51890	7/11/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	462696			
		PW - Supplies		
		101-000-000-542-30-48-04	PW Clearing- Shared Veh/Equip Maint	\$255.39
		HD Battery		
	Total 462696			\$255.39
	Total 51890			\$255.39
	Total Black Diamond Auto Parts			\$255.39
CenturyLink (WA)				
	51891	8/11/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	360-Z11-0212-898B 07.2022			
		August 2022 Services		
		401-000-000-534-80-42-00	Telephone/DSL/Radios	\$300.04
		360-886-7235 830B: Water Reservoir		
		407-000-000-535-80-42-00	Telephone/DSL/Radios	\$58.58
		360-886-0537 580B: Diamond Glen Sewer		
		407-000-000-535-80-42-00	Telephone/DSL/Radios	\$61.85
		360-886-0474 006B: Ridge Sewer Pump Station		
		407-000-000-535-80-42-00	Telephone/DSL/Radios	\$63.91
		360-886-2835 784B: Morganville Pump Station		
		407-000-000-535-80-42-00	Telephone/DSL/Radios	\$75.90
		360-886-8146 712B: Old Lawson Pump Station		
	Total 360-Z11-0212-898B 07.2022			\$560.28
	Total 51891			\$560.28
	Total CenturyLink (WA)			\$560.28
CHS/Cenex Inc				
	51892	7/31/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	12424407312022 CH			
		July 2022 Charges		
		001-000-180-518-50-32-01	Fuel-Central Services	\$59.01
		Central Services - CH		
		001-000-181-518-30-32-00	Fuel	\$439.00
		Facilities Clearing		
		001-000-215-521-10-32-00	Marine Fuel VRF	\$128.05
		Police - VRF Grant		
		001-000-240-558-51-32-00	Fuel	\$186.28
		Com Dev / Inspections		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
		Account Number	Title	
		001-000-246-558-70-32-00	Fuel	\$604.04
		MDRT		
		001-000-270-576-80-32-00	Fuel	\$82.74
		PARKS 4%		
		001-000-280-536-20-32-00	Fuel	\$41.37
		CEMETERY 2%		
		101-000-000-543-50-32-00	Fuel	\$455.06
		STREETS 22%		
		401-000-000-534-80-32-00	Fuel	\$496.43
		WATER 24%		
		407-000-000-535-80-32-00	Fuel	\$496.43
		SEWER 24%		
		410-000-000-531-10-32-00	Fuel	\$496.42
		STORM WATER 24%		
	Total 12424407312022 CH			\$3,484.83
51892		7/31/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	12827507312022 PD			
	July 2022 Charges			
		001-000-210-521-10-32-00	PD-Fuel	\$2,856.31
		PD fuel charges		
	Total 12827507312022 PD			\$2,856.31
Total 51892				\$6,341.14
Total CHS/Cenex Inc				\$6,341.14
Comcast				
51893		8/8/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	8498 34 014 0125628 080822			
	August 2022 Services			
		001-000-191-525-60-31-00	Emergency Management Supplies	\$12.13
		EM Cable 0125628		
	Total 8498 34 014 0125628 080822			\$12.13
51893		8/5/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	8498 34 014 0152887 080522			
	August 2022 Services			
		001-000-214-521-20-42-00	Police Tele/web/DSL/Air Cards	\$12.14
		PD Cable 0152887		
	Total 8498 34 014 0152887 080522			\$12.14
Total 51893				\$24.27
Total Comcast				\$24.27

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
eCourt Date				
	51894	8/23/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	AE322176-0001			
		Referral Message Services		
		001-000-121-512-20-31-01	Court Tech Imp. Grant Costs	\$999.00
		Message credits x10,000		
	Total AE322176-0001			\$999.00
	Total 51894			\$999.00
	Total eCourt Date			\$999.00
Ferguson Waterworks #3011				
	51895	8/15/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	1119550			
		PW - Supplies		
		401-000-000-534-80-31-04	Water Meters & related costs	\$13,098.51
		Gaskets, set module, cables, sensor		
	Total 1119550			\$13,098.51
	51895	8/2/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	CM138450			
		PW - supplies		
		401-000-000-534-80-31-04	Water Meters & related costs	(\$810.16)
		Return of brass coupling		
	Total CM138450			(\$810.16)
	Total 51895			\$12,288.35
	Total Ferguson Waterworks #3011			\$12,288.35
Francotyp-Postalia, Inc.				
	51896	8/15/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	RI105438691			
		Service 8/14/2022 - 11/13/2022		
		001-000-180-518-50-45-01	Postage Meter Rental & Maint.	\$130.44
	Total RI105438691			\$130.44
	Total 51896			\$130.44
	Total Francotyp-Postalia, Inc.			\$130.44

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
Hach Company				
	51897	8/9/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	13186498			
		PW - Supplies		
		401-000-000-534-80-41-02	Water Testing and Sampling	\$21.29
		Electrode filling solution		
	Total 13186498			\$21.29
	Total 51897			\$21.29
	Total Hach Company			\$21.29
Home Depot Credit Service				
	51898	8/15/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	0090265			
		City Hall Project		
		310-000-002-594-18-62-00	Council Chamber & Police & Court Bldg	(\$53.26)
		Returned Sink		
	Total 0090265			(\$53.26)
	51898	8/15/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	0090285			
		City Hall Project		
		310-000-002-594-18-62-03	Gen Govt Campus Improvements	(\$53.26)
		Returned Sink		
	Total 0090285			(\$53.26)
	51898	8/15/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	0110402			
		City Hall Project		
		310-000-002-594-18-62-03	Gen Govt Campus Improvements	(\$48.92)
		Returned Sink		
	Total 0110402			(\$48.92)
	51898	8/5/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	0521426			
		City Hall Project		
		310-000-002-594-18-62-03	Gen Govt Campus Improvements	\$345.62
		Keypad lock, tape		
	Total 0521426			\$345.62

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
51898	0522866	8/15/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	City Hall Project			
	310-000-002-594-18-62-03		Gen Govt Campus Improvements	\$53.26
	Sink			
	Total 0522866			\$53.26
51898	0522904	8/15/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	City Hall Project			
	310-000-002-594-18-62-03		Gen Govt Campus Improvements	\$42.39
	Sink			
	Total 0522904			\$42.39
51898	0611881	8/15/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	City Hall Project			
	310-000-002-594-18-62-03		Gen Govt Campus Improvements	\$48.92
	Sink			
	Total 0611881			\$48.92
51898	2613240	8/23/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	City Hall Project			
	310-000-002-594-18-62-03		Gen Govt Campus Improvements	\$143.81
	Wallplate, 17 Gallon Tote			
	Total 2613240			\$143.81
51898	3523849	8/22/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	City Hall Project			
	310-000-002-594-18-62-03		Gen Govt Campus Improvements	\$80.37
	Door handle			
	Total 3523849			\$80.37
51898	3617670	8/2/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	City Hall Project			
	310-000-002-594-18-62-03		Gen Govt Campus Improvements	\$135.89
	Soap, toilet paper, soap dispenser, air fresheners, hand towels			
	Total 3617670			\$135.89

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
51898	4611148	8/11/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	City Hall Project			
	310-000-002-594-18-62-03		Gen Govt Campus Improvements	\$437.10
			Bucket, plumbers putty, water lines, faucet, drain	
	Total 4611148			\$437.10
51898	4617568	8/1/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	City Hall Project			
	310-000-002-594-18-62-03		Gen Govt Campus Improvements	\$197.74
			Wire, pencil sharpener, level, drill bits, blades, screws	
	Total 4617568			\$197.74
51898	5511189	8/10/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	City Hall Project			
	310-000-002-594-18-62-03		Gen Govt Campus Improvements	\$67.12
			Grab bars	
	Total 5511189			\$67.12
51898	6610874	8/9/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	City Hall Project			
	310-000-002-594-18-62-03		Gen Govt Campus Improvements	\$33.97
			Hole saw, facuet handle	
	Total 6610874			\$33.97
51898	7521847	8/8/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	City Hall Project			
	310-000-002-594-18-62-03		Gen Govt Campus Improvements	\$25.06
			Teflon tape, valve	
	Total 7521847			\$25.06
	Total 51898			\$1,455.81
Total Home Depot Credit Service				\$1,455.81

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Honey Bucket/Northwest Cascade Inc.				
	51899	8/16/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	083122 Honey Bucket			
	8/16/22-9/12/22 Services			
	001-000-270-576-80-31-00		Portable Restroom Facility	\$123.00
			Regional Park w/ Hand Sanitizer: 0071400003	
	001-000-270-576-80-31-00		Portable Restroom Facility	\$98.00
			Lake Sawyer Regional Park: 71400002	
	001-000-270-576-80-31-00		Portable Restroom Facility	\$151.03
			Parks-Boat Launch Rental: 145291	
	Total 083122 Honey Bucket			\$372.03
	Total 51899			\$372.03
	Total Honey Bucket/Northwest Cascade Inc.			\$372.03
Johnsons Home & Garden				
	51900	6/1/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	464706			
	PW - Supplies			
	101-000-000-542-30-31-12		PW Clearing Acct-Supplies	\$454.93
			Sprinklers, Risers, sprayer, Bleach, Soap, Trimmer Line	
	Total 464706			\$454.93
	51900	8/5/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	466327			
	City Hall Project			
	310-000-002-594-18-62-03		Gen Govt Campus Improvements	\$23.65
			Wood Screws and bits	
	Total 466327			\$23.65
	51900	8/12/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	466518			
	VRF Maintenance			
	001-000-215-521-10-48-00		Repairs and Maintenance VRF	\$68.20
			Fuel treatment, cleaners, water spout, antifreeze	
	Total 466518			\$68.20
	51900	8/13/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	466556			
	City Hall Project			
	310-000-002-594-18-62-03		Gen Govt Campus Improvements	\$13.00
			Hardware (nuts/bolts)	
	Total 466556			\$13.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	51900	8/14/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	466562			
		City Hall Project		
		310-000-002-594-18-62-03	Gen Govt Campus Improvements	\$30.39
		Silicone Sealant		
	Total 466562			\$30.39
	51900	8/14/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	466563			
		City Hall Project		
		310-000-002-594-18-62-03	Gen Govt Campus Improvements	\$4.70
		Misc Nuts Bolts & Screws		
	Total 466563			\$4.70
	51900	8/15/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	466576			
		PW Supplies		
		101-000-000-542-30-31-12	PW Clearing Acct-Supplies	\$7.05
		Hose repair kit		
	Total 466576			\$7.05
	51900	8/19/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	466693			
		PW Supplies		
		101-000-000-542-30-31-12	PW Clearing Acct-Supplies	\$487.23
		Nozzles, gloves, blades, drum liners, shop towels		
	Total 466693			\$487.23
	51900	8/23/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	466762			
		PW Supplies		
		101-000-000-542-30-31-12	PW Clearing Acct-Supplies	\$387.97
		Cutoff wheels, pruners, weatherstripping		
	Total 466762			\$387.97
	Total 51900			\$1,477.12
Total Johnsons Home & Garden				\$1,477.12

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Kevin Esping				
	51901	8/15/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	081522 Esping			
	Employee Reimbursement			
	001-000-215-521-10-48-00		Repairs and Maintenance VRF	\$315.60
			Hoses, horn, seat cushion - West Marine	
	Total 081522 Esping			\$315.60
	Total 51901			\$315.60
	Total Kevin Esping			\$315.60
King County Finance				
	51902	7/31/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	120556 120557 120558			
	July 2022 Services			
	101-000-000-542-64-48-01		Traffic Signal Maintenance	\$6,437.74
			RSD Black Diamond DSC Traffic	
	Total 120556 120557 120558			\$6,437.74
	Total 51902			\$6,437.74
	Total King County Finance			\$6,437.74
King County Finance - I-Net				
	51903	7/31/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	11012742			
	July 2022 Contract			
	001-000-214-521-20-42-01		Police Comm KC I-Net	\$745.00
			PD INet	
	001-000-248-518-20-42-00		MDRT Telephone costs	\$298.00
			MDRT INet	
	001-000-254-518-20-42-00		Facilities-Telephones	\$447.00
			CH/CD INet	
	Total 11012742			\$1,490.00
	Total 51903			\$1,490.00
	Total King County Finance - I-Net			\$1,490.00
Kyocera Document Solutions Northwest Inc				
	51904	8/20/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	55T1115762			
	Service 5/21/2022 - 8/20/2022			
	001-000-248-518-20-45-03		MDRT-Copier Costs	\$42.16
			MDRT	

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
		001-000-254-518-20-45-04 City Hall	City Hall/Comm Deve Copier Lease	\$484.03
		001-000-254-518-20-45-04 Community Dev	City Hall/Comm Deve Copier Lease	\$214.37
	Total 55T1115762			\$740.56
	Total 51904			\$740.56
	Total Kyocera Document Solutions Northwest Inc			\$740.56
L.N. Curtis & Sons				
	51905	7/27/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	INV621481			
		PD Uniforms		
		001-000-210-521-10-31-04 Tie bar	PD-Uniforms	\$4.60
	Total INV621481			\$4.60
	51905	7/27/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	INV621509			
		PD Uniforms		
		001-000-210-521-10-31-04 Patrol shirts, name tag, patches	PD-Uniforms	\$69.25
	Total INV621509			\$69.25
	51905	8/15/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	INV622841			
		PD Uniforms		
		001-000-210-521-10-31-04 Police new hire uniform	PD-Uniforms	\$176.58
	Total INV622841			\$176.58
	Total 51905			\$250.43
	Total L.N. Curtis & Sons			\$250.43
Legend Data Systems, Inc.				
	51906	8/16/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	135087			
		PD -Supplies		
		001-000-210-521-10-49-03 ID cards	PD-Printing	\$59.79
	Total 135087			\$59.79
	Total 51906			\$59.79
	Total Legend Data Systems, Inc.			\$59.79

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Nathan Fox				
	51907	8/18/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
		Fox Refund for Traffic School Overpayment		
		Refund for Overpayment to Traffic School		
		001-000-210-342-10-01-00	Police Traffic School Fee	\$139.00
		Refund for Traffic School Overpayment		
		Total Fox Refund for Traffic School Overpayment		\$139.00
	Total 51907			\$139.00
	Total Nathan Fox			\$139.00
National Association of Field Training Officers				
	51908	7/28/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	2607			
		PD - Training		
		001-000-210-521-10-49-01	PD-Training	\$250.00
		Registration for FTO Class for B. Martinez		
		Total 2607		\$250.00
	Total 51908			\$250.00
	Total National Association of Field Training Officers			\$250.00
National Safety, Inc				
	51909	11/19/2021	2022 - August - 3rd August Batch for 09.01.2022 CM	
	0636228-IN			
		PW - Supplies - Inv Lost		
		101-000-000-542-30-31-04	Uniforms & Safety Supplies	\$257.73
		Safety Harnesses		
		Total 0636228-IN		\$257.73
	51909	12/1/2021	2022 - August - 3rd August Batch for 09.01.2022 CM	
	0637238-IN			
		PW - Supplies - Inv Lost		
		101-000-000-542-30-31-04	Uniforms & Safety Supplies	\$515.94
		Fall Protection repair & Certificaiton		
		Total 0637238-IN		\$515.94
	Total 51909			\$773.67
	Total National Safety, Inc			\$773.67

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Office Products Nationwide				
	51910	8/12/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	1190376-0			
		PD - Building Supplies		
		001-000-210-521-10-31-00	PD-Operating Supplies	\$54.80
		PD - Restroom Supplies		
	Total 1190376-0			\$54.80
	Total 51910			\$54.80
	Total Office Products Nationwide			\$54.80
Pape Machinery				
	51911	8/8/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	13818005			
		PW - Veh & Eq Maint		
		101-000-000-542-30-48-04	PW Clearing- Shared Veh/Equip Maint	\$99.76
		Wheel & tire		
	Total 13818005			\$99.76
	51911	8/23/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	13838307			
		PW - Veh & Eq Maint		
		101-000-000-542-30-48-04	PW Clearing- Shared Veh/Equip Maint	\$15.86
		Shipping for ball joints		
	Total 13838307			\$15.86
	51911	8/23/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	13838316			
		PW - Veh & Eq Maint		
		101-000-000-542-30-48-04	PW Clearing- Shared Veh/Equip Maint	\$177.56
		Ball joints		
	Total 13838316			\$177.56
	51911	8/17/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	13846540			
		PW - Veh & Eq Maint		
		101-000-000-542-30-48-04	PW Clearing- Shared Veh/Equip Maint	\$199.53
		Tire & Wheel		
	Total 13846540			\$199.53
	Total 51911			\$492.71
	Total Pape Machinery			\$492.71

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Parametrix, Inc.				
51912	37643	8/12/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
		July 2022 Services		
		412-000-001-594-31-41-00	Stormwater Mgmt Action Plan: Professional Service	\$4,092.50
			BD Stormwater Management Action Plan	
	Total 37643			\$4,092.50
51912	37702	8/16/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
		July 2022 Services		
		001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix	\$19,202.50
			Update transportation models	
	Total 37702			\$19,202.50
51912	37703	8/16/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
		July 2022 Services		
		001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix	\$1,823.75
			216th/Cov Sawyer Signal Review	
	Total 37703			\$1,823.75
51912	37704	8/16/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
		July 2022 Services		
		001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix	\$2,485.00
			Plat 2D Bridge Construction Observation	
	Total 37704			\$2,485.00
51912	37705	8/16/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
		July 2022 Services		
		001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix	\$997.50
			216th/288th Traffic Control Plans	
	Total 37705			\$997.50
51912	37706	8/16/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
		July 2022 Services		
		320-000-044-595-50-63-00	Rock Creek Bridge Project	\$2,332.50
			Rock Creek Bridge Repair	
	Total 37706			\$2,332.50

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	51912	8/16/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	37707			
		July 2022 Services		
		320-000-050-595-50-62-00	Covington Creek Bridge	\$12,921.25
			Covington Creek Culverts Replacement	
	Total 37707			\$12,921.25
	Total 51912			\$43,855.00
Total Parametrix, Inc.				\$43,855.00
Puget Sound Energy				
	51913	8/5/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	30000007074 07.2022			
		July 2022 Service		
		001-000-212-521-50-47-00	Electric/gas	\$38.91
		220013379882: Police Storage		
		001-000-212-521-50-47-00	Electric/gas	\$629.98
		200009377470: PD/CT Elec		
		001-000-248-518-20-47-00	MDRT Electricity	\$199.61
		220013379841: MDRT Mod Bldgs Elec		
		001-000-254-518-20-47-00	Facilities-Utilities	\$232.09
		200008061844: City Hall Elec		
		001-000-254-518-20-47-00	Facilities-Utilities	\$270.67
		220029757998: CH Front - Upper Floor		
		001-000-254-518-20-47-00	Facilities-Utilities	\$39.49
		200008062016: City Hall Elec		
		001-000-254-518-20-47-00	Facilities-Utilities	\$328.89
		220029758004: Rear 1/2 - Both Floors		
		001-000-254-518-20-47-00	Facilities-Utilities	\$299.41
		220013379841: CD/PW Mod Bldgs Elec		
		001-000-270-575-30-47-00	Museum Electric/Gas	\$273.55
		220013378793: Museum		
		001-000-270-575-51-47-00	Gym- Electricity and Gas	\$253.60
		220013379652: Gym		
		001-000-270-576-80-47-00	Electric/Gas	\$12.82
		220013379221: Lake Sawyer Boat Launch		
		001-000-270-576-80-47-00	Electric/Gas	\$5.37
		220013379635: PW Shop-Parks 4%		
		001-000-280-536-20-47-00	Electric/Gas	\$2.68
		220013379635: PW Shop-Cemetery 2%		
		101-000-000-542-63-47-01	Street Lighting	\$71.92
		220013379817: PED Lighting Roberts		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
	Account Number		Title	
	101-000-000-542-63-47-01		Street Lighting	\$145.24
	220014704229: Intersection Light 219th & SE 296th St			
	101-000-000-542-63-47-01		Street Lighting	\$14.73
	220013379601: Baker St Crosswalk			
	101-000-000-542-63-47-01		Street Lighting	\$9.36
	220024466751: 24619 Morgan St			
	101-000-000-542-63-47-01		Street Lighting	\$2,059.47
	220013397355: PSE Streetlights			
	101-000-000-542-63-47-01		Street Lighting	\$77.16
	220024468559: Roberts Dr & Bruckners Way			
	101-000-000-542-63-47-01		Street Lighting	\$12.37
	220019188881: Intersection Light 24430 Morgan St			
	101-000-000-542-63-47-01		Street Lighting	\$11.45
	220013379247: 216th Signal & Street Lights			
	101-000-000-542-63-47-01		Street Lighting	\$48.98
	220013379197: Cov Sawyer & 216th			
	101-000-000-543-50-47-00		Electric/Gas	\$29.52
	220013379635: PW Shop-Street 22%			
	401-000-000-534-80-47-00		Electric/Gas	\$23.21
	220013378850: .5 Mil Gal Resv			
	401-000-000-534-80-47-00		Electric/Gas	\$2,513.27
	220013378835: Booster Station			
	401-000-000-534-80-47-00		Electric/Gas	\$32.20
	220013379635: PW Shop-Water 24%			
	401-000-000-534-80-47-00		Electric/Gas	\$402.13
	220013378868: 4.3 Mil Gal Resv			
	407-000-000-535-80-47-00		Electric/Gas	\$32.20
	220013379635: PW Shop-Sewer 24%			
	407-000-000-535-80-47-00		Electric/Gas	\$13.27
	220013379619: Sewer Pump			
	407-000-000-535-80-47-00		Electric/Gas	\$84.62
	220013378819: Morganville Lift Station			
	407-000-000-535-80-47-00		Electric/Gas	\$34.47
	220013379643: Diamond Glen Sewer			
	410-000-000-531-10-47-00		Electric/Gas	\$32.20
	220013379635: PW Shop-Drainage 24%			
	Total 30000007074 07.2022			\$8,234.84
	Total 51913			\$8,234.84
	Total Puget Sound Energy			\$8,234.84

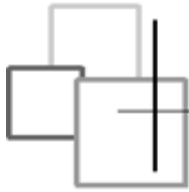
Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Regional Animal Services of King County				
51914	081922 RASoKC	8/19/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	KC Pet License Recap			
	633-000-600-589-30-00-00		Pet License Fees for King County	\$30.00
			Pet license renewal # 432892 & 248448	
	Total 081922 RASoKC			\$30.00
	Total 51914			\$30.00
	Total Regional Animal Services of King County			\$30.00
RH2 Engineering Inc.				
51915	87134	8/15/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	July 2022 Services			
	101-000-000-542-30-41-13		Prof Service - Civil Review	\$1,500.00
			City Engineer - Additional Services	
	101-000-000-543-50-41-01		Professional Services	\$5.77
			General Technical Support	
	401-000-000-534-80-41-10		Professional Services	\$2,856.98
			North Bank Access Road Restoration	
	401-000-000-534-80-41-10		Professional Services	\$5.75
			General Technical Support (Rounded to nearest penny, split from \$23.06)	
	401-000-000-534-80-41-13		Prof Service-Civil Review	\$1,500.00
			City Engineer - Additional Services	
	407-000-000-535-80-41-01		Professional Services-Sewer	\$5.77
			General Technical Support	
	407-000-000-535-80-41-13		Prof Service - Civil Review	\$1,500.00
			City Engineer - Additional Services	
	410-000-000-531-10-41-00		Prof Services	\$5.77
			General Technical Support	
	410-000-000-531-10-41-13		Prof Service - Civil Review	\$1,500.00
			City Engineer - Additional Services	
	Total 87134			\$8,880.04
51915	87137	8/15/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	July 2022 Services			
	402-000-003-594-34-63-13		WSFFA-Springs Source Rehab	\$1,419.11

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Green River Bridge/BD Springs Rehabilitation	
	Total 87137			\$1,419.11
	Total 51915			\$10,299.15
Total RH2 Engineering Inc.				\$10,299.15
Ron & Leo's Welding Service				
	51916	7/11/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	225189			
		PW - Equip Maint		
		101-000-000-542-30-48-04	PW Clearing- Shared Veh/Equip Maint	\$68.58
		Hydraulic hose		
	Total 225189			\$68.58
	51916	7/12/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	225218			
		PW - Equip Maint		
		101-000-000-542-30-48-04	PW Clearing- Shared Veh/Equip Maint	\$80.23
		Hydraulic hose		
	Total 225218			\$80.23
	Total 51916			\$148.81
Total Ron & Leo's Welding Service				\$148.81
Stop Stick				
	51917	8/19/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	0025827-IN			
		PD Vehicle Equip.		
		001-000-210-521-10-48-01	PD-Vehicle/Eq. Mtc. & Repair	\$48.92
		Cord Reel		
	Total 0025827-IN			\$48.92
	Total 51917			\$48.92
Total Stop Stick				\$48.92

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Tacoma Public Utilities				
	51918	7/31/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	07312022 TPU			
		July 2022 Services		
		401-000-000-534-80-41-05	Tacoma Wholesale base Charge	\$13,119.82
		Base Fee		
		401-000-000-534-80-47-05	Tacoma Util- Water Purchase	\$29,021.53
		Consumption		
	Total 07312022 TPU			\$42,141.35
	Total 51918			\$42,141.35
	Total Tacoma Public Utilities			\$42,141.35
Thomson Reuters - West				
	51919	8/1/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	846786972			
		July 2022 Subscription		
		001-000-210-521-10-41-07	PD-Prof Serv/Leads Online-Pawn shop	\$195.66
		Clear Law Enforcement + Enterprise		
	Total 846786972			\$195.66
	Total 51919			\$195.66
	Total Thomson Reuters - West			\$195.66
Valley Mobile Trailer Repair				
	51920	8/2/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	32830			
		PW - Vehicle Maint		
		101-000-000-542-30-48-04	PW Clearing- Shared Veh/Equip Maint	\$1,526.03
		Axle seal, hubcap, hardware, oil, brake cleaner, brake shoes, labor/mileage		
	Total 32830			\$1,526.03
	Total 51920			\$1,526.03
	Total Valley Mobile Trailer Repair			\$1,526.03
Vision Municipal Solutions, LLC				
	51921	8/16/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	09-11192			
		Vision Conference - 2022		
		001-000-140-514-23-49-01	Workshops and Training	\$950.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Vision Annual Conference x2 passes, M. Miller & S. O'Neill	
	Total 09-11192			\$950.00
	Total 51921			\$950.00
Total Vision Municipal Solutions, LLC				\$950.00
Washington Workwear Stores, Inc.				
	51922	8/12/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	6085			
	PW Uniforms			
	101-000-000-542-30-49-07		PW Clearing-Shared Other costs	\$185.84
			Boots, shirt, pants	
	Total 6085			\$185.84
	Total 51922			\$185.84
Total Washington Workwear Stores, Inc.				\$185.84
Water Management Laboratories, Inc.				
	51923	8/9/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	204877			
	August 2022 Service			
	401-000-000-534-80-41-02		Water Testing and Sampling	\$23.00
			Water quality testing	
	Total 204877			\$23.00
	51923	8/12/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	204956 WML			
	August 2022 Service			
	401-000-000-534-80-41-02		Water Testing and Sampling	\$23.00
			Water quality testing	
	Total 204956 WML			\$23.00
	51923	8/15/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	205040			
	August 2022 Services			
	401-000-000-534-80-41-02		Water Testing and Sampling	\$138.00
			Water quality testing	
	Total 205040			\$138.00

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
	51923	8/18/2022	2022 - August - 3rd August Batch for 09.01.2022 CM	
	205120			
		August 2022 Services		
		401-000-000-534-80-41-02	Water Testing and Sampling	\$23.00
		Water quality testing		
	Total 205120			\$23.00
	Total 51923			\$207.00
Total Water Management Laboratories, Inc.				\$207.00
	Vendor Count	42	Grand Total	\$172,150.83



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
CIVICPLUS				
	51924	9/6/2022	2022 - September - 1st Sept 2022 Batch for 09.012022 CM	
	237065			
		IT - Website Annual Renewal		
		001-000-145-518-80-41-06	CivicPlus-City Website Annual Svs Fee	\$1,929.38
		Website Annual Fee		
	Total 237065			\$1,929.38
	51924	9/17/2022	2022 - September - 1st Sept 2022 Batch for 09.012022 CM	
	237145			
		Clrk- Software Renewal		
		001-000-145-518-80-41-07	CivicPlus-CityClerk Svs Chg.	\$2,996.05
		Service		
	Total 237145			\$2,996.05
	Total 51924			\$4,925.43
Total CIVICPLUS				\$4,925.43
Sorci Family LLC				
	51925	9/1/2022	2022 - September - 1st Sept 2022 Batch for 09.012022 CM	
	090122 SF LLC			
		September 2022 Rent		
		001-000-248-518-20-45-02	MDRT Property Rental Cost	\$726.42
		MDRT Building		
		001-000-254-518-20-45-02	Facilities-Prop Rental	\$1,089.62
		CD/PW Building		
		001-000-254-518-20-45-05	Facilities City Hall Bldg Rental	\$9,133.96
		City Hall Building		
	Total 090122 SF LLC			\$10,950.00
	Total 51925			\$10,950.00
Total Sorci Family LLC				\$10,950.00
	Vendor Count	2	Grand Total	\$15,875.43



Register

Fiscal: 2022

Deposit Period: 2022 - September, 2022 - August

Check Period: 2022 - September - 1st Sept 2022 Batch for 09.012022 CM, 2022 - August - August Void Batch, 2022 - August - 3rd August Batch for 09.01.2022 CM

Number	Name	Print Date	Clearing Date	Amount
Columbia Bank				
Check				
<u>51881</u>	Valley Fireworks, LLC	8/18/2022		\$750.00
<u>51882</u>	AHBL, Inc.	9/2/2022		\$13,650.00
<u>51883</u>	All Purpose Door Repair	9/2/2022		\$1,632.67
<u>51884</u>	Alpine Products Inc.	9/2/2022		\$242.88
<u>51885</u>	Amazon Capital Services, Inc.	9/2/2022		\$808.14
<u>51886</u>	AquaTechnex	9/2/2022		\$5,598.05
<u>51887</u>	Art Gamblin Motors	9/2/2022		\$2,762.33
<u>51888</u>	Auburn Sports & Marine, Inc.	9/2/2022		\$1,981.80
<u>51889</u>	Big Mountain Electric, Inc	9/2/2022		\$2,722.94
<u>51890</u>	Black Diamond Auto Parts	9/2/2022		\$255.39
<u>51891</u>	CenturyLink (WA)	9/2/2022		\$560.28
<u>51892</u>	CHS/Cenex Inc	9/2/2022		\$6,341.14
<u>51893</u>	Comcast	9/2/2022		\$24.27
<u>51894</u>	eCourt Date	9/2/2022		\$999.00
<u>51895</u>	Ferguson Waterworks #3011	9/2/2022		\$12,288.35
<u>51896</u>	Francotyp-Postalia, Inc.	9/2/2022		\$130.44
<u>51897</u>	Hach Company	9/2/2022		\$21.29
<u>51898</u>	Home Depot Credit Service	9/2/2022		\$1,455.81
<u>51899</u>	Honey Bucket/Northwest Cascade Inc.	9/2/2022		\$372.03
<u>51900</u>	Johnsons Home & Garden	9/2/2022		\$1,477.12
<u>51901</u>	Kevin Esping	9/2/2022		\$315.60
<u>51902</u>	King County Finance	9/2/2022		\$6,437.74
<u>51903</u>	King County Finance - I-Net	9/2/2022		\$1,490.00
<u>51904</u>	Kyocera Document Solutions Northwest Inc	9/2/2022		\$740.56
<u>51905</u>	L.N. Curtis & Sons	9/2/2022		\$250.43
<u>51906</u>	Legend Data Systems, Inc.	9/2/2022		\$59.79
<u>51907</u>	Nathan Fox	9/2/2022		\$139.00
<u>51908</u>	National Association of Field Training Officers	9/2/2022		\$250.00
<u>51909</u>	National Safety, Inc	9/2/2022		\$773.67
<u>51910</u>	Office Products Nationwide	9/2/2022		\$54.80
<u>51911</u>	Pape Machinery	9/2/2022		\$492.71
<u>51912</u>	Parametrix, Inc.	9/2/2022		\$43,855.00
<u>51913</u>	Puget Sound Energy	9/2/2022		\$8,234.84
<u>51914</u>	Regional Animal Services of King County	9/2/2022		\$30.00

Number	Name	Print Date	Clearing Date	Amount
<u>51915</u>	RH2 Engineering Inc.	9/2/2022		\$10,299.15
<u>51916</u>	Ron & Leo's Welding Service	9/2/2022		\$148.81
<u>51917</u>	Stop Stick	9/2/2022		\$48.92
<u>51918</u>	Tacoma Public Utilities	9/2/2022		\$42,141.35
<u>51919</u>	Thomson Reuters - West	9/2/2022		\$195.66
<u>51920</u>	Valley Mobile Trailer Repair	9/2/2022		\$1,526.03
<u>51921</u>	Vision Municipal Solutions, LLC	9/2/2022		\$950.00
<u>51922</u>	Washington Workwear Stores, Inc.	9/2/2022		\$185.84
<u>51923</u>	Water Management Laboratories, Inc.	9/2/2022		\$207.00
<u>51924</u>	CIVICPLUS	9/2/2022		\$4,925.43
<u>51925</u>	Sorci Family LLC	9/2/2022		\$10,950.00
<u>V 51762</u>	Valley Fireworks, LLC	8/18/2022		(\$750.00)
		Total	Check	\$188,026.26
				\$188,026.26
		Grand Total		\$188,026.26

**BLACK DIAMOND CITY COUNCIL
WORK SESSION MINUTES
August 11, 2022
Hybrid Meeting – In Person and Zoom**

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

PRESENT: Councilmembers Deady, Smith, Mulvihill, de Leon, Page. Commissioners Gentry, Farrell, Seng, Valentine-McKinney, Fouts

ABSENT: Councilmembers Stallard, O'Donnell (excused)

Staff present: Andrew Williamson, Ec Dev/MDRT Director; IS Manger, Rob Reed; Chief Smith; Brenda L. Martinez, City Clerk/HR Manager

WORK SESSION:

1) Joint Session for Black Diamond City Councilmembers and Mountain View Fire & Rescue Commissioners Regarding Annual Meeting Per Contract to Discuss Issues Related to the Contract

Mayor Benson welcomed everyone, and each attendee introduced themselves.

Items discussed at the meeting were:

- The new proposed Enumclaw Plateau Airport – Mayor Benson shared with everyone the proposed letter Council will be considering at their August 18 meeting.
- Trigger points for when things are going to happen, such as a new fire station construction – Mr. Williamson addressed this item. He shared contract obligations per the agreement, site selection process, where the process is at now, appeal process, site plan, rendering of building, building to start in wet weather season
- 55 and older communities – There will be two separate communities, one in Ten Trails and the other by Lake Sawyer Grocery and no impact to service is expected. Rainier View is also expanding with 15 units.
- Plan to staff and equip the new station – Mayor Benson addressed this item and shared steps taken so far and discussed what information is still needed.

- Planning for a levy lid lift. Mayor Benson shared a contract will coming before Council to approve a contract with FCS for a six-year general fund revenue forecast and help with the levy lid lift options that will fund public safety.
- Commissioners look forward to meeting again in six months to discuss these items again and move forward together.

In closing, the Commissioners and Councilmembers look forward to meeting again in six months to discuss these items again and to move forward together.

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** by Councilmember Mulvihill. Motion **passed** with all voting in favor (5-0). The meeting ended at 6:38 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Special Meeting of August 18, 2022
Hybrid Meeting Via Zoom and In-Person
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

Mayor Pro-Tem Deady called the special meeting to order at 6:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Smith, Mulvihill, de Leon (Zoom), O'Donnell, Page

ABSENT: Councilmember Stallard (excused)

Staff present: Jamey Kiblinger, Police Chief; Sofia Mabee, Labor Attorney; IS Manager, Rob Reed, and Brenda L. Martinez, City Clerk/HR

CLOSED SESSION:

1) To Discuss Collective Bargaining Pursuant to RCW 42.30.140(4)

At 6:01 p.m. Mayor Pro-Tem Deady announced that Council would be going into a closed session to discuss collective bargaining pursuant to RCW 42.30.140(4).

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Page. Motion **passed** with all voting in favor (4-0). The meeting ended at 6:36 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of August 18, 2022
Hybrid Meeting Via Zoom and In-Person
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

Mayor Pro-Tem Deady called the regular meeting to order at 7:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Smith, Mulvihill, de Leon (Zoom), O'Donnell, Page

ABSENT: Stallard (excused)

Staff present: Mayene Miller, Finance Director; Mona Davis, Community Development Director; Jamey Kiblinger, Police Chief; David Linehan, City Attorney; Rob Reed, IS Manager; and Brenda L. Martinez, City Clerk/HR Manager.

READING OF GUIDING PRINCIPLES

AGENDA REVIEW AND APPROVAL:

Councilmember de Leon removed item # 5 from the consent agenda and placed it at the end of new business.

Councilmember Page **moved** to accept the agenda; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (6-0).

PUBLIC COMMENTS:

Jason McClure, Lake Sawyer spoke to Council.

Mario Sorci, Black Diamond spoke to Council.

Henry Knies, Black Diamond spoke to Council.

Kristen Bryant, Bellevue spoke to Council.

Bill Bryant, Black Diamond spoke to Council.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

- 1) **AB22-062** – Confirming the Mayor's Appointment of Kelley Sauskojus to the Planning Commission

In Mayor Benson's absence, Mayor Pro-Tem Deady reported on this item.

Councilmember Page **moved** to confirm the Mayor's appointment of Kelley Sauskojus to Position No. 1 of the Planning Commission, said term to expire on December 31, 2022; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (6-0).

CONSENT AGENDA:

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

- 2) **Claim Checks** – August 18, 2022, Check No. 51812 through 51880 and EFTs in the amount of \$426,969.75
- 3) **Payroll** – July 2022, Check No. 20206 through 20214 and ACHs in the amount of \$461,668.82
- 4) **Minutes** – Special Meeting of August 4, 2022, and Council Meeting of August 4, 2022

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

NEW BUSINESS:

- 6) **AB22-064** – Resolution Authorizing Contract with FCS Group for Six Year General Fund Financial Forecast and Levy Lid Lift Process Planning

Finance Director Miller reviewed this item with Council.

Councilmember Mulvihill **moved** to approve Resolution No. 22-1496, authorizing Mayor Benson to execute an amendment to an existing contract with FCS Group to perform additional general fund financial forecasting and analysis of public safety levy lid lift options; **second** Councilmember Deady.

There was Council discussion.

Vote: Motion **passed** with all voting in favor (6-0).

- 7) **AB22-065** – Ordinance Amending Title 9 of the BDMC Regarding Changes to Criminalizing Protection Order Violations and Adopting a New Chapter 9.97 Regarding Protection Order Violations

City Attorney Linehan briefed Council on this agenda item.

Councilmember Page **moved** to approve Ordinance No. 22-1181, amending Title 9 of the Black Diamond Municipal Code to harmonize it with recent changes to State statutes criminalizing protection order violations and adopting a new Chapter 9.97 of the Black Diamond Municipal Code regarding protection order violations, providing for severability,

declaring an emergency, and establishing an effective date; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (6-0).

8) AB22-066 – Resolution Regarding Community Gym Ad Hoc Committee

Councilmember O'Donnell led the discussion on this.

Councilmember Smith **moved** to approve Resolution No. 22-1497, establishing an Ad Hoc Committee to advise the City Council on improvements to the Community Gym; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (6-0).

Councilmember Deady shared that she believes Councilmember O'Donnell should be on the committee.

9) AB22-067 – Discussion and Possible Action on Comment Letter to Commercial Aviation Coordinating Commission (CACC) Regarding the Elimination of the King County Southeast Greenfield Site

Mayor Pro-Tem Deady led the discussion on this item.

Councilmember Page **moved** to authorize the City to sign on to the comment letter to the Commercial Aviation Coordinating Commission (CACC) regarding the elimination of the King County Southeast Greenfield site; **second** Councilmember Mulvihill. Motion **failed** due to tie vote of 3-3 (Smith, de Leon, O'Donnell).

Mayor Pro-Tem Deady noted that this item will come back on the September 1st agenda so there is time to hear from others and the Muckleshoot Indian Tribe.

5) AB22-063 – Resolution Authorizing Mayor to Sign Agreement for Inmate Housing with South Correctional Entity (SCORE)

Chief Kiblinger reported on this item.

There was Council discussion.

Councilmember Mulvihill **moved** to approve Resolution No. 22-1495, authorizing the Mayor to execute the agreement with South Correction Entity (SCORE) for inmate housing; **second** Councilmember Deady. Motion **passed** 4-2 (de Leon, Smith).

DEPARTMENT REPORTS:

Fire – Chief Smith shared that they now have six new recruits in the academy. He noted there is a lot of activity with inspections in the city.

MAYOR'S REPORT: None

COUNCIL REPORTS:

Councilmember Smith appreciated the comments about the wake surfing boats and noted these concerns being mentioned to him and the need to look at this in the public safety committee along with the need for a dock there and to also look at fees. He's impressed with the roundabout construction on the Lake Sawyer Road and is excited to see them come to fruition. He announced that firearm safety locks are available at the front counter at the police department. He discussed the need to look at changing the code to allow the sale of cannabis.

Councilmember Mulvihill reported attending all her committee meetings and noted being troubled with the city being called incompetent and acting with malfeasance and accusations that keep being thrown around. She read an excerpt from the Growth Management Hearings Board Hearing regarding the FLUM.

Councilmember de Leon reported attending all her committee meetings and appreciated the comments and concerns for safety around Lake Sawyer and this will be brought up in an upcoming Public Safety meeting. She also appreciates other comments made tonight and understands that there were many qualified applicants for Planning Commission and hope they will find other ways to get involved and congratulated Kelley.

Councilmember O'Donnell thanked Mr. McClure for his comments tonight and noted he is concerned about the wake surfing and wonders what the legal ramifications would be should we not allow this type of activity and hopes to talk about it in the public safety meeting. He thanked others for their comments and is concerned about the up zoning that will be in front of them soon in a quasi-judicial setting. He commented on Kelley's application and noted others had good applications as this was a high-quality pool of candidates and congratulated her for her willingness to provide this public service. He discussed his concern with marijuana and it not being a big revenue generating business.

Councilmember Page congratulated Kelley and thanked her for her service. She reported attending the barbeque hosted by the Fire Department this week, the Planning and Community Services Committee meeting today and noted that in the meeting they decided that one person from the committee will report on it. She shared that in the meeting the thermometer for the skateboard park has moved, Knucklehead Skateboards is having a Black Diamond Skatepark benefit with proceeds from the benefit going to the future Black Diamond skatepark in memory of KJ, and shared where more information can be found, there was conversation around code compliance and enforcement actions that are moving forward, interviews are happening for the permit tech, review of fees is coming up, reminder that special events permits are required when inviting a food truck to an event. She shared four upcoming events around the area. She addressed concerns about the moving of the bus stop by the Community Center and shared what she found out.

Councilmember Deady reported attending the Planning and Community Services Committee meeting, Station 97 barbeque, and announced the Community wide garage sale was this past weekend and was a big hit. She attended the Public Works meeting where they discussed, right of way use permits, good news, the light on Morgan is finally

fix, watermain upgrade is happening by Diamond Glen and noted this has been a long time coming, Roberts Drive TIB grant is moving forward, and it will be broken into sections, looking at a new bridge at the springs and working with King County on this, and Covington bridge is still moving forward. She congratulated Kelley for her appointment to the Planning Commission.

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Kristen Bryant, Bellevue spoke to Council.

Jason McClure, spoke to Council.

Henry Knies, Black Diamond spoke to Council.

Chief Kiblinger spoke to Council.

EXECUTIVE SESSION:

ADJOURNMENT:

Councilmember Smith **moved** to adjourn the meeting; **second** Councilmember Page. Motion **passed** with all voting in favor (6-0). The meeting ended at 8:57 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: Discussion and possible action on comment letter to Commercial Aviation Coordinating Commission (CACC) regarding the elimination of the King County Southeast Greenfield Site	Agenda Date: September 1, 2022 AB22-067A	
	Mayor Carol Benson	X
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Scott Hanis	
Cost Impact (see also Fiscal Note):	Court – Stephanie Metcalf	
Fund Source:		
Timeline:		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Proposed Letter		
SUMMARY STATEMENT: This item was discussed during the August 18, 2022 and there was a tie vote, however it was noted that it would be added to the September 1, 2022 agenda for further discussion.		
FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION authorizing the City to sign on to the comment letter to the Commercial Aviation Coordinating Commission (CACC) regarding the elimination of the King County Southeast Greenfield site.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
August 18, 2022	Continued to September 1 meeting	
September 1, 2022		

August 8, 2022

Mr. David Fleckenstein, Chair
Commercial Aviation Coordinating Commission

Chair Fleckenstein,

The undersigned cities of Auburn, Black Diamond, Covington, Enumclaw and Maple Valley desire to go on the record with the Commercial Aviation Coordinating Commission (CACC) with respect to the greenfield sites that were introduced to the CACC at your June 23, 2022 meeting by the consultant developing the Washington Aviation System Plan (WASP).

We would like to recognize the difficult task that the legislature has given you on behalf of Washington State and more importantly, the Puget Sound region that is anticipated to need a second commercial aviation site in the coming decades. Regardless of which site you recommend to the legislature, the surrounding communities will undoubtedly be upset at the suggestion of such a significant impact to their way and quality of life.

Legislative Direction

The introduction of a greenfield site in King County, specifically King County Southeast was surprising and leaves us a bit confounded as to how this helps the CACC fulfill its task as set forth in SSB 5370. Section 3(1)(a) of SSB 5370 directs the work of the CACC to include recommendations “..including possible additional aviation facilities or expansion of current aviation facilities, ***excluding those located in a county with a population of two million or more...***”. King County meets this definition by population and we ask the CACC to ignore the introduction of the King County Southeast greenfield site on the simple basis of being contrary to the legislative direction of SSB 5370.

Notwithstanding, we also believe the commission should be aware of a few other issues related to the eight ‘essential factors’ that were used to relatively rank the 10 greenfield sites. Specifically, factors applicable to the King County Southeast site that the CACC was not informed of by the WASP consultant.

Environmental Justice

The WASP consultant review seems to disregard that this site lies immediately adjacent to and east of the Muckleshoot Indian Tribe’s (MIT) key facilities. MIT Administration, Health & Wellness Center, Public Works, Veteran’s Affairs and several more tribal facilities are located in the easternmost portion of the MIT reservation. Moving the site east to provide additional buffering from these facilities causes significant adverse environmental impacts to salmon bearing streams as identified below.

In 2013 the MIT acquired the 90,000 acre Tomanamus Forest, their ancestral hunting and gathering lands, that lies approximately 6 miles to the east, between the Green and White river

watersheds. The King County Southeast site would further separate the tribe from their lands through the placement of massive transportation infrastructure and activity that would negatively impact this indigenous tribal community, disconnecting them from their forest.

Incompatible Land Use

The tribe's White River Amphitheatre is also similarly situated and would be within one mile of the runway edge. Noise from air traffic would seem to be completely incompatible with an outdoor live music venue. Moving the site east to provide additional buffering from this venue causes significant adverse environmental impacts to salmon bearing streams as identified below.

Property Acquisition

The 6-mile diameter of future site area has a massive amount of land (several square miles) that is protected from development through the King County Farmlands Preservation Program (FPP). Over 40 years ago the voters of King County passed a bond measure that funded the FPP through the purchase of development rights for the purpose of preserving farmlands for future generations. Condemnation of these deed restrictions to restore the development rights for a new aviation facility is contrary to everything that King County and its residents have worked to preserve over the past four decades.

Wetland/Floodplain Impact

The CACC should be aware of the significant efforts that have been made and continue underway to improve salmon habitat in the Newaukum and Pussyfoot Creek watersheds. WSDOT recently spent over \$11 million to remove a fish passage barrier on Pussyfoot Creek at SR 164. It appears that siting an aviation facility in the western portion¹ would essentially eliminate the Pussyfoot Creek watershed.

If the site were located far enough east to avoid devastating impacts to the Pussyfoot Creek watershed, Newaukum Creek would be adversely affected and require relocation around the site perimeter² at a tremendous cost in property acquisition and environmental mitigation. Newaukum Creek contains Chinook and winter Steelhead Trout, both listed as Threatened under the Endangered Species Act (ESA) for the Puget Sound area. King County has spent millions to acquire conservation easements and floodplain property acquisitions along the riparian corridor of Newaukum Creek and its major tributaries north and west of Enumclaw city limits. The benefit of the past projects, those currently underway and those anticipated in the near future would be vastly diminished if Newaukum Creek were to be realigned to

¹ Locating the western edge of a new facility at 188th Ave SE would give the MIT reservation a mere 0.5 mile buffer perpendicular to the runway. This location would appear to avoid direct impacts to Newaukum Creek for Layouts 1 & 2.

² It appears theoretically possible to relocate the Newaukum Creek channel to connect to one of its tributaries. A realignment would require upgrades to a minimum of 5 public roadway crossings and require at least 3 miles of new channel right-of-way acquisition from private property owners. A significant number of FPP parcels and land area would be impacted.

accommodate any runway layout in the eastern portion or even Layout 3 if pushed as far west toward the MIT reservation as possible.

Conclusions

Our input and request is simple: Follow the legislative directive in SSB 5370 and eliminate the King County Southeast greenfield site from consideration.

If, for reasons that we are unable to contemplate, the CACC pursues further consideration of the King County Southeast site, we feel the information provided above changes the relative ranking of this site to something much less desirable, and frankly become its fatal flaw when compared to other greenfield sites.

We appreciate the opportunity to engage in the CACC process and provide you with additional and more specific information that will allow you to make the best and most-informed recommendation to the legislature.

Sincerely,

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: September 1, 2022 AB-22-068	
Award a construction contract to - Lakeridge Paving Co. for the 2022 Black Diamond Ravensdale Rd Asphalt Overlay Project	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	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$82,015 + 10% Contingency totaling \$90,216.50	Public Works – Scott Hanis	X
Fund Source: General Street Maintenance Fund	Court – Stephanie Metcalf	
Timeline: Acceptance September 1 st 2022		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Contract; Lakeridge Paving Co. Bid Submittal Docs; Bid Tabulation		
SUMMARY STATEMENT: The 2022 Black Diamond-Ravensdale Rd. Asphalt Overlay project will repair the road condition on the Black Diamond Ravensdale. This will improve condition of the road, decrease maintenance needs and improve safety for vehicles. This project was publicly advertised as per state bid law. The City received 4 bids ranging from \$82,015 to \$111,075 with Lakeridge Paving Co. being the lowest responsive bidder. Public Works has reviewed the Lakeridge Paving Co. bid submittal and found that their bid submittal was complete and responsive. Public Works is recommending that the City Council award the bid to Lakeridge Paving Co. and approve the associated contract. FISCAL NOTE (Finance Department): The Ravensdale asphalt project is funded by REET II in the 2022 Budget. COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee reviewed on August 23, 2022 and recommended placing as a regular agenda item for the September 1, 2022 meeting. RECOMMENDED ACTION: MOTION to adopt Resolution No. 22-1498 authorizing the Mayor to execute a construction contract with Lakeridge Paving Co. for the 2022 Black Diamond Ravensdale Rd Asphalt Overlay project		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 1, 2022		

RESOLUTION NO. 22-1498

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AWARDING THE LOW BID ON THE 2022 BLACK
DIAMOND RAVENSDALE RD ASPHALT OVERLAY
PROJECT TO LAKERIDGE PAVING CO.**

WHEREAS, the Black Diamond and Ravensdale Rd has required weekly maintenance due to high traffic volume and poor road condition; and

WHEREAS, the City has budgeted for street maintenance needs; and

WHEREAS, the City received 4 bids on August 23, 2022; and

WHEREAS, Lakeridge Paving Co. was the lowest responsive bidder and has met all conditions of providing a responsible bid;

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

Section 1. The Mayor is hereby authorized to award the bid for the construction of the 2022 Black Diamond Ravensdale Rd Asphalt Overlay project to Lakeridge Paving Co. in the amount of \$82,015 plus a 10% contingency and authorize the Mayor to execute a contract for the same

Section 2. Authorize a \$8,201.50 contingency fund to cover change orders and changes in quantities for the 2022 Black Diamond Ravensdale Rd Asphalt Overlay

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF SEPTEMBER, 2022.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND

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

PUBLIC WORKS CONTRACT SMALL WORKS

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

2022 Black Diamond-Ravensdale Rd. Asphalt Overlays Project, including those additives, if any, specified in the bid award.
3. **Effective date.** This Contract becomes effective and binding upon the Parties, including each Party's heirs, successors, and assigns, immediately upon execution of this contract by both parties.
4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via facsimile or email. It is the responsibility of Contractor to notify the City in writing if any of the contact information appearing below should change. Any notices required shall be in writing and delivered to the following addresses. If notice by email, a hard copy shall be delivered or mailed the same date as email.

CITY:

CITY OF BLACK DIAMOND
PO Box 599 – 24301 Roberts Drive
Black Diamond, Washington 98010
Contact: Scott Hanis
Phone: (360) 851-4521
Fax: (360) 851-4501

CONTRACTOR:

Tax ID # _____
Contact: _____
Phone: (____) _____
Fax: (____) _____

5. **Notice to Proceed.** Contractor shall provide a performance bond, insurance certificates, a City business license and statement of intent to pay prevailing wage rates within 10 days of receiving a notice of award. The City expects to issue a notice of award on or about

September 2, 2022. Upon timely receipt of the bond, insurance certificate, business license and statement of intent to pay prevailing wage rates, the City will thereafter have ten (10) days to issue a notice to proceed. October 31, 2022 shall be the deadline for completion of all work in accordance with the terms and conditions of the Contract. The deadline for completion of work may be extended, if the notice to proceed is delayed. The contract will stay in full force and effect until all obligations of the contract are satisfied.

6. Obligations of Contractor. The following terms and conditions apply to this Contract:

A. In general.

- (1) Responsible for all labor and work. Contractor shall be solely responsible for furnishing all labor and performance of all work necessary to complete the Project as required.
- (2) Responsible for furnishing all materials and equipment. Contractor shall furnish all materials and equipment necessary to complete the Project, except for any materials expressly agreed in writing to be provided by the City.
- (3) Documents incorporated by reference. All terms and specifications contained in any Request for Bids that was issued by the City as part of determining the awarding of this Contract are hereby incorporated by reference and must be complied with by Contractor, unless one or more of such terms and specifications are expressly amended or waived in writing by the City. The contract documents that the contractor shall comply with are: (1) this contract (2) the City's Construction Standards; (3) the most recent WSDOT Standard Specs for Road, Bridge and Municipal Construction; (4) Contractor's proposal; (5) the solicitation for bids including the roadway section design, the project and reconstruction limits
- (4) Laws and regulations to be followed. Contractor, its employees, agents, and subcontractors, shall at all times fully comply with all applicable laws, regulations, and administrative rulings in performing work for the Project.
- (5) Work Hours. Contractor shall not work on weekends. On Mondays through Thursdays, Contractor shall not start work before 7:00 AM, and shall not work after 6:00 PM. Contractor shall not start work before 7:00 AM on Fridays. Contractor must be off the street and shall not work after 3:30 PM on Fridays.
- (6) Conditions of Work. By submitting a proposal in response to the City's solicitation for quotations, Contractor represents and warrants to the City that Contractor has fully informed itself of all conditions relating to the work involved for completing the Project. In prosecuting the work, Contractor shall employ such methods or means as will not interfere with or interrupt the work of the City or its agents, employees or contractors.
- (7) Contractor's Responsibility. Contractor will prosecute the work in accordance with instructions, descriptions and/or plans and specifications provided by the City. Contractor shall carry on the work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work and/or materials before its final completion and acceptance, repair or replace forthwith the

work and/or materials so injured, damaged or destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at site and become responsible therefore as though such materials and/or equipment were being furnished by Contractor. Contractor shall procure all permits (unless permits are secured by the City) and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor shall be responsible for preparing working drawings and shall submit them to the City for approval prior to commencement of work. For purposes of this Contract, working drawings shall mean, shop drawings, shop plans, erection plans, false-work plans, framework plans, cofferdam, cribbing and shoring plans, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, which Contractor will rely on for purposes of conducting the work for the Project.

- (8) Contractor Clean-Up. Prior to physical completion, all debris resulting from Contractor's work, delivery or installation of equipment shall be disposed of entirely by Contractor in an efficient and expeditious manner as required and directed by the City.
- (9) Safety. Contractor and its subcontractors shall take all safety precautions and furnish and install all guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the work. Contractor agrees to furnish Material Safety Data Sheets (Form OSHA-20) applicable for hazardous or potentially hazardous products. Contractor agrees to comply with the conditions of the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued thereunder, and certify that all items furnished and purchased will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the City from damages assessed against the City because of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

B. *Work Performance.*

- (1) Prevailing wages. Contractor shall pay prevailing wages, as that term is defined under the laws of the State of Washington, for all work performed on this Project by Contractor and by Contractor's employees, agents and subcontractors. Contractor is fully responsible for prevailing wage compliance.
*For reference only, and without relieving any Contractor responsibility, the City notes the State of Washington prevailing wage rates for public works projects located in King County may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this Project, the applicable effective date for prevailing wages for this Project is **August 23, 2022**. A copy of prevailing wage rates is also available for viewing at the office of the City (or via e-mail if City offices are closed), located at 24301 Roberts Drive, Black Diamond, WA 98010. Upon request, the City will mail a hard copy of the applicable prevailing wages for this Project if City offices are open, otherwise they will be provided via e-mail.*

- (2) Notice to City. Minimum 24-hours prior notice shall be given to the City's Department of Public Works prior to commencement of work under this Contract.
- (3) Approved Plans & Specifications to be followed. All work is to be performed to the City's satisfaction and in compliance with the Contract Documents listed in section 6.A(3) above, unless such requirements or specifications are expressly amended in writing by the City.
- (4) Schedule of Work to be followed. The project shall be completed by October 31, 2022. Contractor shall diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with any Schedule of Work agreed to by the Parties, and shall make all reasonable efforts to complete the work in a timely manner.
- (5) Duty to Correct. Contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract. The Contractor shall bear the cost of correcting such rejected work. If the Contractor fails to correct nonconforming work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.
- (6) Project Administration/Notice to Proceed. The Public Works Director, or his or her designee, shall administer this Contract and shall have all authority provided for the City under this Contract including all project approvals, including change orders. Contractor shall not commence work until Notice to Proceed has been given by the City. All work performed under this Contract will be monitored and inspected by the Public Works Director or his or her designee, and accepted by same.

C. *Non-Discrimination.*

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

7. **Compensation.** Compensation shall be by Unit Price for each of the 8 categories of work as defined in the attached Bid Form/Scope of Work at the bid amounts.

Compensation for services requested by the City beyond the defined Scope of Work shall be by the unit prices according to the bid or by change order.

Rule 171 (WAC 458-20-171) and its related rules apply to this project. Contractor shall include sales tax in the unit prices bid.

8. Payment

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

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

Initial: _____ (Contractor)

In lieu of a performance and payment bond, the Contractor may request, in writing, that the City retain an additional 10% of the contract amount, on top of required retainage in item 10 below, until 30 days after the date of final acceptance, or until the receipt of all necessary releases from the Department of Revenue, Department of Employment Security, and Department of Labor and Industries, whichever is later and as determined by Revised Code of Washington (RCW) 39.08.010(3).

- A. If the project qualifies under RCW 39.08.010(3) and Contractor chooses to withhold extra retainage, the Contractor will still be required to provide a Maintenance Bond for a period of two years upon notification of physical completion from the Contracting Agency. The project will not be accepted until a Maintenance Bond is provided by the contractor.

10. Retainage. Pursuant to Chapter 60.28 RCW, a sum of five percent (5%) of the monies earned by Contractor will be retained from progress payments. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract. No final payment or release of any retainage will be made until Contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7 or other approved form) that has been certified by the industrial statistician of the Department of Labor and Industries. Also the retainage will not be released until the City has received certification

that the Department of Revenue has received due payment of applicable taxes. Once the City has received certification from appropriate departments of the state of Washington, 45 days has passed from the date of acceptance of the Project and the City has not received any claims against the Project, then the City will release the retainage.

11. **Changes.** After execution of the Contract, changes in the Project may be accomplished by change order. The City, without invalidating the Contract, may order changes in the Project within the general scope of the Contract consisting of additions, deletions or other revisions, the contract sum and Contract completion date being adjusted accordingly. Change orders shall be in writing signed by the Parties.
12. **Termination of Contract.** This Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to Contractor. Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.
13. **Responsibility Criteria and Verification by Contractor.** Pursuant to Chapter 39.04 RCW, the following requirements are part of this Contract:
 - A. *Responsibility Criteria.*
 - (1) Eligibility to be awarded contract. Contractor hereby certifies that Contractor meets the following responsibility criteria:
 - a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
 - b. Contractor has a current state unified business identifier number;
 - c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
 - d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
 - B. *Requirement to verify subcontractors.* Contractor verifies the responsibility criteria contained above for each first tier subcontractor, and a subcontractor of any tier that hires

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

14. Insurance.

- A. All employees, subcontractors, agents to be covered. Contractor shall procure and maintain for the duration of the Contract, and shall provide proof satisfactory to the City, insurance that covers Contractor and each of Contractor's employees, subcontractors or agents (who are not otherwise covered by Contractor's insurance) against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its employees, subcontractors or agents.
- B. Lack of insurance grounds for termination of contract. Failure of Contractor to maintain insurance as required herein shall be grounds for immediate termination of this Contract by the City.
- C. Title 51 Industrial Insurance Waived. The Parties have specifically negotiated as a term of this Contract that Contractor has agreed to expressly waive immunity under Title 51 RCW, Industrial Insurance Law.
- D. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below and maintain such insurance for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees as follows
 - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. The policy shall provide contractual liability coverage.
 - 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
 - 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Builders Risk [when applicable] insurance covering interests of the City, Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire, flood, earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

E. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

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

4. Employer's liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – policy limit \$1,000,000.

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

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

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

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

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

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

- F. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of all amendatory endorsements, naming the City as additional named insured, including but not necessarily limited to the additional insured endorsements evidencing the Automobile Liability and Commercial General Liability insurance of Contractor before commencement of the work. Before any exposure to loss may occur, Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.
- G. Subcontractors. Contractor shall ensure that each subcontractor of every tier obtains at a minimum the same insurance coverage and limits as stated herein for Contractor (with the exception of Builders Risk insurance). Upon request of the City, Contractor shall provide evidence of such insurance.
- H. Contractor's Other Losses. Whether insured or not, Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, vehicles, equipment or other personal property; and Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by Contractor, or Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

15. Claims for damages.

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

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

It is further agreed that claims for damages against the City for which Contractor's insurance carrier does not accept defense of the City may be tendered by the City to Contractor, who shall then accept and settle with the claimant or defend the claim. The City retains the right to approve claims investigation and counsel assigned to said claims, and all investigation of legal work product regarding said claims shall be performed under a fiduciary relationship to the City.

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

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

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

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

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

20. Extent of Contract/Modification. This Contract, together with attachments or addenda, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only by written instrument properly signed by both parties. Should any language in any of the Exhibits or Contract Documents conflict with language contained in this Contract, the provisions of this Contract shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF BLACK DIAMOND

CONTRACTOR

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Office of the City Attorney

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Corp. officer signature (not contract signer)

Printed

Title

State of _____

County of _____

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

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

Notary Public (Signature)

Notary Public (Print)
My commission expires _____

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

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

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

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

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

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

Contractor Signature

Date

**CITY OF BLACK DIAMOND
PERFORMANCE BOND**

Surety Bond #: _____
DATE POSTED: _____
PROJECT COMPLETION DATE: _____

RE: Subdivision/Plat/Name: _____
Owner/Developer/Contractor: _____
Project Address: _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____
_____ (hereinafter called the "Principal"), and _____
a corporation organized under the laws of the State of _____, and authorized
to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and
firmly bound unto the City of Black Diamond, Washington, in the sum of _____
(\$_____), lawful money of the United States of America, for the payment of which sum
we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has entered into a certain agreement with the City, or
has been granted approval by the City, for _____, within the
City;

WHEREAS, the agreement or the approval granted by the City requires that certain
improvements be made in connection with construction of the project; and that such improvements
be constructed in full compliance with City standards, and the plans and specifications submitted with
the project, as required by the City; and

WHEREAS, the agreement or the approval granted by the City requires that the improvements
are to be made or constructed within a certain period of time, unless an extension is granted in writing
by the City; and

NOW, THEREFORE, it is understood and agreed that this obligation shall continue in effect
until released in writing by the City of Black Diamond, but only after the Principal has performed and
satisfied the following conditions:

A. Conditions.

1. The improvements to be constructed by the Principal include: (insert complete
description here)

2. The Principal must construct the improvements to conform to the design, location, materials and other specifications for the indicated site improvements, as required by the City in the above-referenced City file. In addition, the Principal must construct the improvements according to the applicable ordinances and standards of the City and/or state statutes, as the same now exist or are hereafter amended.
3. The Principal must have completed all improvements required by the above-referenced conditions, plans and City file within _____ which time period shall begin to run from the earlier of _____ unless an extension is granted by the City.
4. The Principal must have paid all sums owing to laborers, contractors, mechanics, subcontractors, materialmen and suppliers or others as a result of such work for which a lien against any City property has arisen or may arise.
5. The Principal must obtain acceptance by the City of the work completed, all on or before thirty (30) days after the completion date set forth in paragraph 3 above.

B. Default.

1. If the Principal defaults and does not perform the above conditions within the time specified, then the Surety shall, within twenty (20) days of demand of the City, make a written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection B(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs, which exceeded the City's estimate, limited to the bond amount.

2. In the event the Principal fails to complete all of the above referenced improvements within the time period specified by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of completing the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to complete such improvements.

C. Corrections. Any corrections required by the City shall be commenced within seven (7) days of notification by the City and completed within thirty (30) days of the date of notification. If

the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section B above.

- D. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The surety waives notice of any such change, extension, alteration or addition thereunder.
- E. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in King County Superior Court.
- F. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and a bond guaranteeing maintenance of all improvements for a period of twenty-four (24) months from acceptance has been submitted to the City in an amount to be determined by the City Engineer, in a form suitable to the City and until released in writing by the City.

DATED this _____ day of _____, 20____.

SURETY COMPANY
(Signature must be notarized)

DEVELOPER/OWNER
(Signature must be notarized)

By: _____
Its _____

By: _____
Its _____

Print Name: _____

Print Name: _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CITY OF BLACK DIAMOND

By: _____
Its: _____

Date: _____

The City of Black Diamond
24301 Roberts Drive
P.O. Box 599
Black Diamond, WA 98010

APPROVED AS TO FORM:

Office of the City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

_____ Individual (Form P-1)
_____ Corporation (Form P-2)

FORM P-1 / NOTARY BLOCK
(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

FORM P-2 / NOTARY BLOCK - (Use For Partnership or Corporation Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the State of
Washington, residing
at: _____
My Commission expires: _____

(For Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

**CITY OF BLACK DIAMOND
MAINTENANCE BOND**

Surety Bond #: _____
Date Posted: _____
Expiration Date: _____

RE: Project Name: _____
Owner/Developer/Contractor: _____
Project Address: _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____
(hereinafter called the "Principal"), and _____, a corporation organized under
the laws of the State of _____, and authorized to transact surety business in
the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of
Black Diamond, Washington, in the sum of _____
dollars (\$ _____), lawful money of the United States of
America, for the payment of which sum we and each of us bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, by these presents. THE CONDITIONS
of the above obligation are such that:

WHEREAS, the above named Principal has constructed and installed certain improvements
on public property in connection with a project as described above within the City of Black Diamond;
and

WHEREAS, in accordance with BMC _____, as a condition of approval, or as a condition
of a contract with the City, the Principal is required to post a bond for the 24 months following project
completion in order to ensure that the project does not contain defects that require repair and to cover
the cost of repair during that 24-month period; and

WHEREAS, in order to provide security for the obligation of the Principal to repair and/or
replace said improvements against defects in workmanship, materials or installation for a period of
twenty-four (24) months after written and final acceptance of the same and approval by the City;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to
the City. It is understood and agreed that this obligation shall continue in effect until released in
writing by the City, but only after the Principal has performed and satisfied the following conditions:

A. The work or improvements installed by the Principal and subject to the terms and conditions
of this Bond are as follows: (insert complete description of work here)

B. The Principal and Surety agree that the work and improvements installed in the above-
referenced project shall remain free from defects in material, workmanship and installation (or, in the

case of landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed, and leave the same in as good condition as it was before commencement of the work.

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty-four (24) months from the date of acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City's estimate, limited to the bond amount.

2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If

the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.

- F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The surety waives notice of any such change, extension, alteration or addition thereunder.
- G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in King County Superior Court.
- H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this ____ day of _____, 20__.

SURETY COMPANY
(Signature must be notarized)

OWNER
(Signature must be notarized)

By: _____
Its _____

By _____
Its _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CITY OF BLACK DIAMOND

By: _____
Mayor

Date: _____

City of Black Diamond
24301 Roberts Drive
P.O. Box 599
Black Diamond, WA 98010

APPROVED AS TO FORM:

Office of the City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

- _____ Individual (Form P-1)
- _____ Corporation (Form P-2)
- _____ Surety Company (Form P-2)

FORM P-1 / NOTARY BLOCK
(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

**REQUEST FOR BIDS
FOR
2022 BLACK DIAMOND-RAVENSDALE RD. ASPHALT
OVERLAY PROJECT
CITY OF BLACK DIAMOND**

The City of Black Diamond is requesting asphalt grinding and overlay work for the Black Diamond-Ravensdale Rd. the City between SR 169 and eastern city limits. Work consists of planing bituminous pavement to a 4-inch depth, a 4-inch asphalt overlay (2 lifts), and some shoulder improvements. The City is requesting unit price bids for each category of work as defined in both schedules of the attached bid proposal form/Scope of Work.

The City will mark overlay limits in the field prior to bid closing. The City will freshen the overlay limits paint after award of the project (see Plans).

Small Works Roster bids must be turned in electronically in pdf format to Ryan Sweet, Capital Project/Program Manager, **by 11:00 am on Tuesday, August 23, 2022**. If you are unable to submit your bid in electronic format, please contact Ryan for other arrangements. The pdf copy of your bid must still be signed. E-mailed bids shall be sent to and received by Ryan Sweet: rsweet@blackdiamondwa.gov by the time stated above. The City will not accept late e-mail submittals or those delayed due to file sizes or incorrect e-mail addresses. An acknowledgment that the bid was received will be sent. All contract documents, plans, specifications, and addenda will be published on the City's Small Works page on the City's website: <https://www.blackdiamondwa.gov/small-works-roster/pages/projects-bidding>.

Invitations to bid will be sent to all contractors registered on the City's Small Works Roster located at <http://www.mrscrosters.org> under the category of "Roadway Construction, Repair, and Maintenance" and sub-category of "Asphalt Pavement Roadways" at the time of advertisement. Bids will also be accepted from contractors registered on the Small Works Roster at the time of bid closing.

Bid guarantees, such as bid bonds, will not be required for this bid. There will not be a public opening of bids.

REQUEST FOR BIDS

CITY OF BLACK DIAMOND

2022 Black Diamond-Ravensdale Rd. Asphalt Overlay Project

BID FORM, SCOPE OF WORK, AND SPECIAL PROVISIONS

The City of Black Diamond is hereafter referred to as "the City."

1. The undersigned hereby certifies that (he/she) examined the location of the overlay as outlined in the bid documents for the City of Black Diamond 2022 Black Diamond-Ravensdale Rd. asphalt overlay project and is familiar with the local conditions at the location of the work to be done, and has read and thoroughly understands the work that the City requires to be completed, the Contract governing the work and the method by which payment will be made for said work in accordance with the City Contract at the proposed bid prices contained herein.
2. The bid shall be awarded by the sum of the total of the bids for the 8 categories of work in the Request for Bids.

The undersigned has checked the amounts below and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

In order for the Owner to consider a bid, all items on the bid must be filled in completely.

3. It is agreed that this bid may not be withdrawn within a period of sixty (60) days after the date set for the opening thereof.
4. In accordance with this bid and the City Contract, the undersigned further agrees to so plan the work and to prosecute it with such diligence that said work shall be commenced within ten (10) days after issuance of a notice to proceed.
5. Receipt of the following Addenda to the Plans and/or Specifications is hereto acknowledged:

Addendum

No.

Addendum Receipt Date

Signed Acknowledgement

1.

8/19/2022

2.



NOTE: Failure to acknowledge receipt of the Addenda may be considered as an irregularity in the Bid.

Addenda 1

Three PCMS message board will be required for this project. Boards must be posted 72 hours in advance of construction. The cost of the PCMS message boards will be covered under Project Temporary Traffic Control.

6. The undersigned hereby proposes to complete the attached scope of work and hourly rates at the following prices according to the City Contract, this Bid, and the Bid Solicitation:

Black Diamond-Ravensdale Rd. Asphalt Overlay Project					
Rule 171 (WAC 458-20-171) applies to this project. Sales tax must be included in your unit prices					
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	QTY	TOTAL
1	Mobilization	LS	\$ 8,200.00	1	\$ 8,200.00
2	Project Temporary Traffic Control	LS	\$ 9,600.00	1	\$ 9,600.00
3	Crushed Surfacing Top Course for Shoulder Rock (As Needed)	TON	\$ 100.00	35	\$ 3,500.00
4	Crushed Surfacing Base Course (As Needed)	TON	\$ 100.00	15	\$1,500.00
5	Planing Bituminous Pavement 4"	SY	\$ 15.00	1225	\$ 18,375.00
6	HMA for Overlay Cl. ½ In. PG 58H-22	TON	\$ 120.00	315	\$ 37,800.00
7	Raised Pavement Marker Type 2	HUN	\$ 4,400.00	0.10	\$ 440.00
8	Paint Line	LF	\$ 2.60	1000	\$ 2,600.00
TOTAL AMOUNT BID					\$ 82,015.00

Lakeridge Paving Company LLC

Bidder

8/23/2022

Date

LAKERPC050JM

Contractor's License No.

601 592 135

Contractor's Washington UBI No.

By


Authorized Official

Jon Cheetham Managing Member

Address:

PO BOX 8500

Covington WA

98042

NOTES: 1. If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
2. If the bidder is a corporation, this bid must be executed by its duly authorized officials.

Lakeridge Paving Company LLC

Jon Cheetham Managing Member

Greg O Farrell Managing Member

NON-COLLUSION DECLARATION

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report rigging activities call

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

2022 Overlay Project Black Diamond-Ravensdale Rd.



Typ.
Planing Bituminous Pavement 4" Depth &
4" HMA Cl. 1/2 In. PG58H-22 Overlay
Limits stretch approximately 4' into the shoulder
on the north/west side of the road and 2' into
the shoulder on the south/east side of the road.
Limits shown here are approximate. Actual limits
marked in the field.

End
Sta. 3+38

Typ.
CSBC as needed for
HMA base.

Typ.
CSTC for Shoulder
Place as needed, typically 1' - 2' and
tapered to existing.

SR 169/3rd Ave.

Start
Sta. 0+00

Black Diamond-Ravensdale Rd.

Legend

- Planing and Overlay
- CSTC for Shoulder
- CSBC



PROJECT GENERAL NOTES:

1. Unless specifically identified as a duty of the City or Project Representative, on the drawings or in the specifications, all work shown or described in the drawings shall be performed by the Contractor and the Contractor shall furnish all labor, materials, equipment, tools, consumables (including water and power) and incidentals needed to accomplish this work.
2. A pre-construction meeting with City staff and Contractor shall be conducted prior to site mobilization and start of construction.
3. A Spill Prevention, Control, and Countermeasure Plan (SPCC) shall be submitted prior to a Notice to Proceed being issued.
4. All construction shall be in accordance with:
 - a. The project drawings and specifications, including any amendments.
 - b. The [City of Black Diamond Engineering Design and Construction Standards](#).
 - c. The 2022 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, M41-10 (referred to in the project documents as the "Standard Specifications" or as "WSDOT Std. Specs").
5. In the event of conflicts with these standards, precedence shall be given in the order listed in Item 4 above.
6. Construction truck traffic shall be routed as per the City of Black Diamond Public works Department. Construction vehicle track-out of dust, dirt or mud may trigger violations of the Black Diamond Municipal Code, or other applicable regulations requiring fee, penalty, or street sweeping at the Contractor's expense.
7. Construction activities shall be limited to daytime hours (7:00 AM to 8:00 PM). There shall be no construction on Saturdays, Sundays, and City-observed holidays. Additionally, at such times when the weather conditions adversely impact the Project, the City shall have the authority to close construction activities on the site until conditions are favorable for this type of work.
8. Locations of existing water valves, gas valves, sewer manholes, and monument cases are not shown in the plans. It shall be the responsibility of the Contractor to verify the location of water valves, gas valves, sewer manholes, and monument cases within the project to protect them. Contractor shall protect existing survey monuments and shall perpetuate all monuments in accordance with State regulations; and shall develop and submit required reports, if necessary. Contractor shall protect existing survey markers and property markers. Contractor shall notify utilities for locates at least 72 hours prior to beginning construction.
9. A copy of the approved Plans and Specifications must be on-site whenever construction is in progress.
10. Once mobilized on site, Contractor shall proceed with the work in a manner that minimizes the duration of the Project and minimizes adverse impacts to property owners, businesses, and the general public.
11. Contractor is solely responsible for developing and submitting a Traffic Control Plan and furnishing traffic control devices and flaggers, including detour signs and information, if allowed by the City.
12. All traffic and pedestrian control and signage shall comply with the latest version of the Manual of Uniform Traffic Control Devices (MUTCD).
13. The Contractor shall restore the public Right-of-Way, including private improvements within the public Right-of-way, and restore private property, after construction, to a condition equal or better than the condition prior to entry or start of work.
14. Archaeology: In the event that archaeological or historic materials (including human remains) are discovered during project activities, work in the immediate vicinity shall stop, the area secured, and the City, State Department of Archaeology & Historic Preservation, and concerned tribes notified, and any related issues shall be resolved before construction work continues.
15. Limits of grinding and paving will be marked in the field by the City.
16. All existing utilities within the project limits (if any) shall be protected and adjusted to grade by the Contractor. Costs for protecting/adjusting existing utilities, monuments, and survey markers are incidental per Section 2-02.4 of the Special Provisions.

City of Black Diamond PO Box 599 Black Diamond, WA 98010														
Project: 2022 BD Ravensdale Rd Asphalt Overlay Bid Oper August 23rd, 2022				Bidder & Address		Lakeridge Paving Co. PO Box 8500 Covington, WA 98042		Lakeside Industries Inc. 26810 Maple Valley-Black Diamond Rd. SE Suite 140 Maple Valley, WA 98038		Puget Paving and Construction Inc. 10910 26th Ave S Lakewood, WA 98499		Tucci & Sons Inc. 4224 Waller Rd. Tacoma, WA 98443		City Estimate
Item	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	
1	Mobilization	LS	1	\$8,200.00	\$8,200.00	\$9,500.00	\$9,500.00	\$1,972.00	\$1,972.00	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00	
2	Project Temporary Traffic Control	LS	1	\$9,600.00	\$9,600.00	\$22,000.00	\$22,000.00	\$11,800.00	\$11,800.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	
3	Crushed Surfacing Top Course for Shoulder Rock (As Needed)	TON	35	\$100.00	\$3,500.00	\$100.00	\$3,500.00	\$160.00	\$5,600.00	\$75.00	\$2,625.00	\$100.00	\$3,500.00	
4	Crushed Surfacing Base Course (As Needed)	TON	15	\$100.00	\$1,500.00	\$75.00	\$1,125.00	\$200.00	\$3,000.00	\$75.00	\$1,125.00	\$80.00	\$1,200.00	
5	Pavement Excavation Incl. Haul	SY	1225	\$15.00	\$18,375.00	\$15.00	\$18,375.00	\$19.96	\$24,451.00	\$25.00	\$30,625.00	\$35.00	\$42,875.00	
6	HMA for Overlay Cl. 1/2 In. PG 58H-22	TON	315	\$120.00	\$37,800.00	\$145.00	\$45,675.00	\$145.00	\$45,675.00	\$152.00	\$47,880.00	\$120.00	\$37,800.00	
7	Raised Pavement Marker Type 2	HUN	0.1	\$4,400.00	\$440.00	\$5,000.00	\$500.00	\$12,500.00	\$1,250.00	\$5,200.00	\$520.00	\$775.00	\$77.50	
8	Paint Line	LF	1000	\$2.60	\$2,600.00	\$3.00	\$3,000.00	\$6.25	\$6,250.00	\$3.30	\$3,300.00	\$3.00	\$3,000.00	
Total				\$82,015.00		\$103,675.00		\$99,998.00		\$111,075.00		\$114,452.50		

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: September 1, 2022	AB22-069
Resolution authorizing the Mayor to sign the Collective Bargaining Agreement and Memorandum of Understanding between the City of Black Diamond and the Black Diamond Police Officers Association	Mayor Carol Benson	
	City Administrator	
	City Labor Attorney Sofia Mabee	X
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$	Public Works – Scott Hanis	
Fund Source: --General Fund	Court – Stephanie Metcalf	
Timeline: January 1, 2023		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Collective Bargaining Agreement (Exhibit A) clean and redlined TA versions; Memorandum of Understanding (Exhibit B)		
SUMMARY STATEMENT: The City's negotiating team consisting of Sofia Mabee, Summit Law Group, Police Chief Jamey Kiblinger, Commander Brian Martinez, and City Clerk/HR Manager Brenda Martinez were able to reach a tentative agreement with the Association for a new three (3) year Collective Bargaining Agreement ("CBA") effective January 1, 2023 through December 31, 2025. The Association has approved the CBA and Memorandum of Understanding (MOU) and the City's negotiating team is recommending ratification by the City Council. FISCAL NOTE (Finance Department): The new Collective Bargaining Agreement was negotiated as directed by the City Council for the term of the agreement.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 22-1499 authorizing the Mayor to sign the Collective Bargaining Agreement and Memorandum of Understanding between the City of Black Diamond and the Black Diamond Police Officers Association.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
September 1, 2022		

RESOLUTION NO. 22-1499

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BLACK DIAMOND AND BLACK DIAMOND POLICE OFFICERS ASSOCIATION ALONG WITH THE MEMORANDUM OF UNDERSTANDING

WHEREAS, the Black Diamond Police Officers Association (the “Association”) is the authorized bargaining representative for the Black Diamond Police Officers; and

WHEREAS, the Association was formed in 2008; and

WHEREAS, the current agreement will end on December 31, 2022; and

WHEREAS, the City negotiating team has reached tentative agreement with the Association for a new three year Collective Bargaining Agreement (“CBA”) effective January 1, 2023 through December 31, 2025 (attached hereto as Exhibit A) and the City negotiating team has recommended that the Council ratify the CBA; and

WHEREAS, the Association has executed the CBA along with the Memorandum of Understanding (MOU); and

WHEREAS, the Council has reviewed the CBA and Memorandum of Understanding and finds it is in the best interests of the City and its employees to authorize the Mayor to execute the CBA and MOU;

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

Section 1. The City Council hereby authorizes the Mayor to execute the CBA as attached hereto as Exhibit A.

Section 2. The City Council hereby authorizes the Mayor to execute the MOU, as attached hereto as Exhibit B.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF SEPTEMBER, 2022.

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

AGREEMENT

by and between

CITY OF BLACK DIAMOND

and

**BLACK DIAMOND POLICE OFFICERS
ASSOCIATION (F.O.P.)**

January 1, 2023 – December 31, 2025

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**AGREEMENT BETWEEN
CITY OF BLACK DIAMOND
and
BLACK DIAMOND POLICE OFFICERS ASSOCIATION (F.O.P.)**

THIS AGREEMENT is made and entered into by and between the City of Black Diamond, hereinafter referred to as the "Employer" or the "City," and the Black Diamond Police Officers' Association (F.O.P.), hereinafter referred to as the "Association."

PREAMBLE

WHEREAS, it is the purpose of this agreement to maintain a high level of performance in the operation of the Black Diamond City government, together with promoting efficiency, initiative, and harmonious relations between the Employer and the Association, and to provide for the rights, well-being, and security of the parties involved; and

WHEREAS, the parties have agreed to certain terms and conditions of wages, hours, and working conditions of employment for employees of the Employer as listed herein and wish to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY AGREED TO AS FOLLOWS:

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Association as the sole collective bargaining agent for all regular full time and regular part time commissioned law enforcement officers of the Police Department, including sergeants, and excluding supervisors, confidential employees, and all other employees.

ARTICLE 2 - ASSOCIATION MEMBERSHIP

- 2.1 The Employer agrees that all employees covered under this agreement shall have the right to join the Association. Employees with questions about Association membership shall consult with an Association or FOP representative.
- 2.2 The Employer will furnish the Association on a current basis notice of all permanent and permanent part time employees as defined in Article I who have been hired, rehired, transferred, laid off or terminated.
- 2.3 If the Employer schedules a Collective Bargaining Agreement negotiation meeting during the scheduled shift of the Association member that represents the Association, then that member may attend the meeting, in paid status, provided the member remains ready to respond to emergency call out at all

times. Any other Association members that attend the meeting, other than the one designated representative, shall do so in an unpaid status.

- 2.4 The Association shall be afforded thirty (30) minutes during each newly hired employee's regular working hours for purposes of presenting information about the bargaining unit and Association representation ("orientation"). One (1) employee acting in the capacity of an Association representative will be provided thirty (30) minutes paid release time to provide the orientation, provided no interruption to the Employer's business or risk to public safety. Orientation shall generally occur within the first two (2) weeks of hire, but in no instance any later than ninety (90) calendar days.
- 2.5 The Association may use the City's premises for Association meetings, provided space is available and there is no disruption to City business. On-duty Association members may attend Union meetings, provided they remain available to complete daily work tasks and respond to emergencies.

ARTICLE 3 - CHECK-OFF OF DUES

- 3.1 The Employer agrees to deduct Association dues from the wages of each employee as qualified in Section 3.2 below. The Employer agrees to forward such dues to the account of the Association monthly.
- 3.2 The Employer shall deduct Association dues from the wages of each employee in the bargaining unit who authorizes the deduction in accordance with RCW 41.80.100, with a copy of the authorization given to the Employer and the Association for certification purposes. Employees requesting to revoke their authorization for deductions shall submit a written request to the Association. The Employer will stop deductions after receiving confirmation from the Association that the requesting employee has properly revoked authorization. Every effort will be made by the Employer to stop monthly deductions the first payroll cycle after confirmation is received by the Association, but in no event later than the second payroll cycle.
- 3.3 The Association agrees to defend, indemnify, save and hold the City harmless from, for and against any and all claims arising from the application of this article.

ARTICLE 4 - WORK SCHEDULE

- 4.1 Establishing and changing the work schedule is a management right. Generally, the regular work schedule shall consist of the "4/10" work schedule: A work day shall consist of ten (10) consecutive hours including time for lunch when the employee is on call during the lunch period. The Chief of Police has the right to assign an alternate work schedule for employees when assignments, special duties, training, vacations, sick time, and other circumstances preclude the use of

the regular work schedule. Absent an emergency, or the circumstances described above, the Employer shall notify the Association in writing, no less than 14 calendar days before a change in the regular work schedule (i.e. 4-10's vs. 5-8s). If the Association provides written notice within the 14 day period that it wishes to discuss the change before it is implemented, then the Employer agrees not to implement the change for 30 more days in order to give sufficient time to confer with the Association.

- 4.2 The parties may, upon mutual consent, meet and discuss alternative work shifts.

ARTICLE 5 - OVERTIME

- 5.1 Overtime shall be defined as all hours worked beyond forty (40) hours from between 2400 hours on Saturday to 2359 the following Saturday. Hours of work shall include sick leave, vacation, compensatory time, holiday and any other City provided leave. Voluntary shift swapping shall not result in the payment of overtime. Training time shall be considered compensable hours of work. Training time consisting of more than seven (7) hours in a day shall constitute a regular work day for compensation purposes, regardless of whether the time spent is more or less than the regular work day. For example, if the training lasts 7 1/2 hours, the Employee will be compensated for 10 hours if they normally work a 10 hour shift.
- 5.2 Except as specifically modified herein, the Employees shall be entitled to all of the benefits in the Fair Labor Standards Act.
- 5.3 Employees on their day of rest that are subpoenaed to appear in court on a criminal case, or called back to work, shall be compensated at a minimum of three (3) hours at the overtime rate of pay. If an employee is called back to work due to the employee's own failure to perform necessary work tasks (e.g., failure to complete an urgent probable cause report before leaving the last shift worked, failure to submit monthly productivity stats on time, etc.), the employee will be paid only the time actually worked, excluding travel time.
- 5.4 Officers not notified of a cancellation of a scheduled criminal court appearance within twelve (12) hours of the scheduled appearance shall be compensated at a minimum of three (3) hours at the overtime rate of pay, only if they called the Court the day before and were advised that their Court appearance was still required.
- 5.5 Department wide meetings are not subject to the call back minimum set forth above, and Employees required to attend department wide meetings will be paid the appropriate rate of pay for actual time spent in the meeting, with a three (3) hour minimum. Training for all employees may be conducted during the department meetings.

- 5.6 Any employee, if agreed to by the Employer, may elect to accrue compensatory time off at the rate of time and one-half (1.5) in lieu of overtime payments up to a maximum accumulation of forty (40) hours. Requests to utilize accrued compensatory shall be made to the Chief or their designee. Requests to utilize compensatory time off shall be granted in accordance with the Fair Labor Standards Act.
- 5.7 At the start of each calendar month, sergeants of the Department shall receive three (3) hours of compensatory time off. Compensatory time off under this Section is provided as the exclusive compensation for time spent by sergeants responding to work-related telephone calls during off-duty hours, provided, however, that sergeants who are called back to work after receiving an off-duty telephone call shall be paid as provided elsewhere in this Agreement. Should the City have an unfilled sergeant position, or when a sergeant is on leave for one (1) or more consecutive calendar months without a replacement, the amount of compensatory time off per calendar month shall increase to four (4) hours and shall remain at this rate until sergeant staffing levels are restored. A sergeant is eligible for compensatory time off only in those calendar months in which the sergeant works at least one (1) shift (*i.e.*, compensatory time is not provided to sergeants on an extended leave of absence). Sergeants may elect to bank the compensatory time earned under Article 5.7, provided they do not exceed the 40-hour bank maximum listed in Article 5.6. Once this 40-hour bank limit is reached, any additional compensatory time earned by sergeants under Article 5.7 shall be scheduled and used in the calendar month in which it is earned.

ARTICLE 6 - HOLIDAYS

- 6.1 Each full time Employee shall receive 120 hours of holiday time in lieu of holidays. If the City recognizes more than 12 holidays in a year as official holidays, then this allotment shall increase by 10 hours for each additional recognized holiday. Holiday time may be used before or after vacation time, and must be used in the calendar year in which it is received, with exception for the carry over provided in Article 6.3. This allotment amount shall be prorated for regular part time employees based on the percentage of a fulltime shift that they normally work. An Employee whose shift starts on a holiday shall be paid overtime for the entire shift (for example, an employee starting a 10-hour shift at 8:00 PM on Christmas shall be paid overtime for 10 hours). Provided, if, during any holiday, an off-duty Employee is called to duty, they shall be compensated at the double time rate (2x). In addition, any employee who already qualifies for overtime based on the hours worked in Article 5.1, and who is subsequently assigned to work the Fourth of July or Labor Day, or any portion thereof, shall be compensated at the overtime rate of double time (2x).

- 6.2 For Employees who do not work a full year, their prorated share of holiday time will be based on a percentage of time worked which will be established through the date of employment and determined by the Employer.
- 6.3 An Employee may carry over to the following calendar year up to 40 hours of holiday time.

ARTICLE 7 - VACATIONS

- 7.1 Vacation shall be given as an additional employment benefit. Vacation may be taken as earned according to the following schedule:

Date of hire through 5 years	8 hours per month
Beginning of 6 th through 9 th year	10 hours per month
Beginning of 10 th through 15 th year	12 hours per month
Beginning of 16 th through 19 th year	14 hours per month
Beginning of 20 th year and thereafter	16 hours per month

Vacation time is accrued from the date of hire, but cannot be used, until successfully completing ninety (90) days of employment or successful completion of field training, whichever is later. Accrued vacation shall not exceed 288 hours at any time. For purposes of establishing annual vacation accruals, lateral hires who have successfully completed at least one (1) year of service with a full commission at another U.S. law enforcement agency, or as a member of the military police of any branch of the U.S. armed forces, may be credited with their prior years of service. To earn credit, the past experience at another agency must have been within the past 24 months from the date of hire at the City. At the discretion of the Chief, for purposes of establishing annual vacation accruals, credit for prior years of service may also be extended to lateral hires with limited commissions at other agencies.

Effective January 1, 2020, any current bargaining unit employee with eligible previous lateral experience shall have their vacation accruals adjusted to account for the prior service.

- 7.2 Vacation Bid Process: Employees shall choose vacation by seniority at the City. The annual shift bid shall take place first, followed by the annual vacation bid, which spans two weeks and typically takes place during the last two weeks of November. During the annual vacation bid, employees may bid for up to eighty (80) hours of vacation each. Following the annual vacation bid, the paid leave calendar shall remain open for bidding, by seniority at the City, for seven (7) calendar days, typically beginning on December 1 and ending on December 7. Thereafter, vacation shall be scheduled on a “first come – first served” basis. The calendar dates for bidding may be adjusted by the Employer based on a

delay with issuance of the final budget, although the total days for bidding shall not be reduced. Once scheduled, vacations shall not be cancelled absent an actual emergency. Only one Employee can be on vacation at any time, unless the Chief of Police determines staffing needs can be adequately met.

Employees shall not be able to bid a vacation on January 1, July 4th, Labor Day, Thanksgiving, the day after Thanksgiving or Christmas Day. Provided, nothing prohibits the Department from granting leave on one of those dates by seniority if staffing levels otherwise permit.

- 7.3 Employees shall receive all accrued vacation at the time of termination, provided vacation earned during the year of termination shall be prorated.

ARTICLE 8 - SICK LEAVE

- 8.1 Employees of the police department shall accrue sick leave at the rate of eight (8) hours per month. Employees are allowed to accrue an unlimited amount of sick leave during the calendar year, however, they have a maximum accrual carryover of one thousand and four hundred and forty (1,440) hours from one calendar year to the next, with any excess hours deemed surrendered at the end of each year.

- 8.2 Sickness or disability shall be reported to the department head or the immediate supervisor at least four (4) hours prior to commencement of the employee's workday, if feasible, or as soon thereafter as practicable in the event of an emergency or unforeseeable sick leave absence. If necessary, an employee may designate another person (e.g., family member, friend, co-worker) to provide notice on his/her behalf. An employee may be required by the Employer to provide medical verification confirming that sick leave was taken for an authorized purpose when the employee has been absent for more than three (3) scheduled work days. When medical verification is required by the Employer, an employee shall have ten (10) calendar days, beginning on the date of the first sick leave absence, to obtain and provide the verification. On a case-by-case basis, an employee is subject to excusal from the requirement of providing medical verification if the employee establishes an "unreasonable burden or expense," as that phrase is defined by Washington law, that cannot be adequately mitigated by the Employer.

- 8.3 Employees noted in 8.1 above are entitled to use sick leave for the following authorized purposes:

8.3.1 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

8.3.2 To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;

8.3.3 When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; and

8.3.4 When the employee's need for leave qualifies for leave under Washington's Domestic Violence Leave Act, RCW 49.76.

8.3.5 Solely for purposes of defining authorized sick leave usage under Section 8.3, "family member" shall include the following: (a) a child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; (b) a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (c) spouse; (d) registered domestic partner; (e) grandparent; (f) grandchild; or (g) sibling.

8.3.6 Employees shall make reasonable attempts to schedule routine/preventative medical, dental, and vision appointments during their off-duty time so as not to impact Department staffing levels.

8.4 Employees entitled to sick leave who have exhausted their sick leave accrual shall then use accrued vacation.

8.5 Time off for medical purposes shall be charged against sick leave for actual time used only.

8.6 If an employee retires from the City, meeting LEOFF plan requirements, that employee is eligible to cash out 25% of their sick leave balance at their current straight time rate. The cash out rate will increase to 50% for employees who retire from the City, meeting LEOFF plan requirements, with at least 20 years of completed service with the City.

If an employee separates from the City without retiring and/or meeting LEOFF plan requirements, that employee is eligible to cash out their sick leave balance at their current straight time rate as follows:

Hire date-12 months	0%
Year 1-5	10%
Year 6-12	20%
Year 13-20	30%
Year 21-24	40%
Year 25+	50%

8.7 Leave Provided by Applicable Statutes.

The Employer will provide eligible employees with all family and medical leave, pregnancy disability leave, military leave, and other paid and unpaid leave required by state and federal law, including:

- a) Family and Medical Leave (29 U.S.C. § 2601 et seq. and RCW 49.78).
- b) Family Care Act Leave (RCW 49.12.265).
- c) Pregnancy Disability Leave (RCW 49.60).
- d) Leave for Victims of Domestic Violence, Sexual Assault, and Stalking (RCW 49.76).
- e) Leave for Spouses of Deployed Military Personnel (RCW 49.77).
- f) Military Leave for Public Employees (RCW 38.40.060).
- g) Leave for Certain Emergency Services Personnel (RCW 49.12.460).

Leave eligibility, benefits, and requirements will be determined by applicable state or federal law and will be administered according to the City of Black Diamond Personnel Manual. In the event any provisions of the City of Black Diamond Personnel Manual conflict with state or federal law, then the terms of the state or federal law shall apply.

8.7.1 Eligible employees are covered by Washington's Paid Family and Medical Leave Program (PFML), RCW 50A.05. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law. Each year, consistent with the law, employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.05. The Employer shall pay any remaining portion, only as required by law. In addition, the Employer retains the sole discretion to self-insure, provided benefits remain the same or better as those provided by the State of Washington.

8.7.2. Eligible employees are covered by Washington's Long-Term Care Act, RCW 50B.05. Any leave and benefits is established by Washington law and is therefore independent of this Agreement. Starting January 1, 2022 or as otherwise determined by the State, employees are subject to a payroll deduction as required by Washington law, RCW 50B.04.080.

- 8.8 Employees injured on duty who receive Labor and Industries compensation shall be permitted to sign over the L&I check to the City and receive their regular compensation provided for under the Agreement. Employees shall not exhaust sick leave while on L&I status.
- 8.9 Association members shall be permitted to donate accrued, but unused, vacation or sick leave to other employees in accordance with City policy, as stated in the City of Black Diamond Personnel Manual. The parties recognize that the City will amend its current donation policy to reflect that donated hours will be converted into cash, and then converted into a proportionate share of hours for the employee receiving the donation, to account for pay disparities between the donating and receiving employees. Beyond this change, the City agrees to bargain the impacts of any subsequent policy revision that materially impacts Association members.

ARTICLE 9 - BEREAVEMENT LEAVE

- 9.1 Employees are eligible to receive up to forty (40) hours of paid bereavement leave for the death of an immediate family member. The specific length shall be determined by the Chief. In addition, employees are guaranteed an additional three (3) days of paid bereavement leave for attendance at the funeral of an immediate family member located more than 500 miles away. In the event an employee's spouse or child dies, the Chief has the discretion to allow the employee to use accrued sick, vacation, or holiday leave for purposes of extended bereavement. All leave taken under this Article shall be used within thirty (30) days of the date of death.

For purposes of this section, "immediate family member" includes spouses, children, stepchildren, foster children, siblings, grandparents, parents of employees or parents of employees' spouses, grandchildren, and any other familial inhabitants of employees' households.

- 9.2 Employees may be excused by the Employer to attend the funeral of deceased fellow employees as leave with pay.

ARTICLE 10 - JURY DUTY

- 10.1 An employee serving on a jury of a federal, state, or municipal court shall be granted leave from City employment to the extent required by such service, and shall be paid during such leave the difference between his/her regular salary and the amount paid by the Court for such duty. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing date and time served and the amount of jury pay received. The employee shall submit to the City the money received for such services performed during City time. This benefit shall be expanded or diminished based

upon changes in applicable federal or state law, and the impacts shall not be negotiated.

ARTICLE 11 - OTHER LEAVES

- 11.1 The Employer provides military leave in accordance with RCW 38.40.060. Leave eligibility, benefits, and requirements will be determined by applicable state law and will be administered according to the City of Black Diamond Personnel Manual. In the event any provisions of the City of Black Diamond Personnel Manual conflict with state law, then the terms of the state law shall apply.
- 11.2 The Employer may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) days, in the sole discretion of the Employer. No leave of absence without pay shall be granted except upon written request of the employee. Whenever granted, the leave shall be in writing and signed by the Employer, and a copy filed with the department head. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status, excepting that the time on leave will be deducted from his total service to determine seniority. Failure on the part of the employee on leave without pay to report promptly at the expiration of the leave shall result in automatic termination of employment. The Employer may, in exceptional circumstances and in its sole discretion extend leave beyond ninety (90) days but reinstatement cannot be guaranteed. The Employee shall be responsible for paying in advance all health insurance premiums during the absence without pay. Failure to do so is grounds for denying the leave of absence.
- 11.3 Pursuant to RCW 1.16.050(3), each employee is entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Leave will be provided in accordance with Washington law and the City of Black Diamond Personnel Manual. In the event City policy conflicts with Washington law, then the minimum requirements of Washington law shall apply.

ARTICLE 12 - SENIORITY

- 12.1 Seniority is the length of continuous employment of an employee with the Employer in the police department.
- 12.2 Seniority shall be broken only by resignation, discharge, retirement, layoff of more than eighteen (18) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff.

ARTICLE 13 - PROMOTIONS, DEMOTIONS AND TRANSFERS

- 13.1 Promotions, non-disciplinary demotions and transfers will be carried out in accordance with Civil Service Commission rules, regulations and statutes.

ARTICLE 14 - LAYOFFS AND RECALL

- 14.1 Layoffs will be conducted in reverse order of seniority. Recall from layoff shall be done in order of seniority, with the most senior employee being recalled first. Seniority shall be defined as the total length of service with the Department. As a mandatory condition of reinstatement, an employee subject to recall must be qualified to hold his/her position at the time of recall.
- 14.2 The period for recalling a laid-off employee shall be limited to eighteen (18) months beginning on the date of the layoff. The Employer reserves the right to extend the eighteen (18) month period at its discretion. It is the responsibility of a laid-off employee to provide current contact information to the Employer. If the Employer has difficulty contacting a laid-off employee, it may request assistance from the Association. Failure of an employee to report for reinstatement within ten (10) days of notification of job availability shall result in loss of seniority and, at the Employer's discretion, may result in the forfeiture of the right to reinstatement.

ARTICLE 15 - HEALTH & WELFARE - DENTAL - VISION - PRESCRIPTION DRUG - PENSION - LIFE INSURANCE

- 15.1 The City shall provide all full-time employees and their dependents the option of enrolling in one of two health plans offered by AWC. The first plan is AWC HealthFirst 250 plan with AWC Plan "A" dental insurance. The second plan is AWC Kaiser Permanente \$200 AD Plan. The vision and orthodontia plans currently offered by AWC (subject to change by AWC) are the following: (1) Vision Service Plan – Full Family, \$25 Deductible; and (2) Orthodontia – Plan V. All employees agree to add both vision and orthodontia plans at their sole expense. Employees also have the option of adding any other benefits offered by AWC through the plans at their sole expense.
- 15.2 For AWC HealthFirst 250 or AWC Kaiser Permanente \$200 AD Plan, the City will pay 100% of the employee-only portion of the monthly medical premium. Employees shall pay 10% of the cost of monthly medical premiums for dependents.
- 15.3 The City has the right to change health and welfare plans and carriers, but agrees that it shall negotiate the impacts of the changes. If the City anticipates changing a benefit from the plan specified above, it shall give the Association no

less than thirty (30) days notice so that the parties may meet and discuss other possible alternatives.

- 15.4 Each full-time employee shall be paid a sum of \$770 with the January payroll of each calendar year from which sum the employee may elect to acquire supplemental disability and life insurance coverage. However, the parties agree that this additional sum is income, not a benefit, and the Employer has no responsibility for providing supplemental disability or life insurance. During the term of this Agreement, should the annual cost of the FOP's disability and life insurance premiums exceed \$770, the next lump-sum payment to employees shall increase to match (for example, if the cost of annual premiums reaches \$780, the January payment to employees shall equal \$780). Before annual checks are issued, the Association shall timely notify the City of a premium increase to the FOP plan. The parties agree to this arrangement as a replacement to the WACOPS disability/life coverage previously paid directly by the Employer.
- 15.5 The Employer shall make pension contributions required by statute to the State of Washington, Department of Retirement Systems under the Law Enforcement and Firefighters (LEOFF) Plan.
- 15.6 HRA/VEBA. The City will establish HRA/VEBA accounts for each bargaining unit employee who has successfully completed the probationary period. To be eligible for an HRA/VEBA, an employee must be enrolled in one of the City's AWC health plans, as specified in Article 15.1.

The City shall contribute \$75 per month to each employee's HRA/VEBA.

Employees shall pay all administrative fees or other costs charged by the HRA/VEBA administrator. If the election is made by the bargaining unit, employees eligible for the cash-out of vacation (Article 7.3) and/or sick leave (Article 8.6), who separate from the City in accordance with the terms of this Agreement, shall have their eligible hours deposited into their HRA/VEBA accounts in lieu of a cash payment. Should the bargaining unit change its election for a calendar year, it shall notify the City no later than October 31 of the previous year. No contribution to HRA/VEBAs will be allowed that trigger tax liability under the "Cadillac Tax" of the Affordable Care Act; if such tax liability is expected, the parties agree to reopen this Agreement solely for purposes of bargaining alternatives.

ARTICLE 16 - DISCIPLINARY PROCEDURES

- 16.1 The Employer may discipline or discharge an employee for just cause inclusive, but not limited to, those causes set forth in the Civil Service Rules and Regulations.

16.2 Disciplinary action or measures may include the following:

- A. Verbal Warning
- B. Written reprimand
- C. Reassignment that results in an adverse economic impact
- D. Suspension without pay
- E. Demotion
- F. Discharge

16.3 Progressive discipline is generally preferred, but not required, as it is intended to give notice of inappropriate conduct and to afford the Employee an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline. Certain types of conduct do not require progressive discipline, and may justify an initial higher level of discipline, or even immediate discharge.

16.4 When the Employer determines the circumstances are such that retention of the employee will likely result in the disruption of Employer services, damage to or loss of Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Employer may immediately suspend with pay, depending on the circumstances. In such cases the facts supporting the circumstances will be made available to the employee by the Employer not later than three (3) working days after the action became effective.

16.5 The provisions of this article shall not apply to newly hired employees serving a probationary period. Consistent with Civil Service rules, the probationary period shall be twelve (12) months from police academy graduation date, not in any case to exceed eighteen (18) months from date of hire. Probationary employees shall work under the provisions of this agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse. Employees on probationary status shall be eligible for the twelve (12) month step increase under conditions cited in Article XXIV, Section 24.2 of this agreement.

16.6 The employee and the employee's Association representative with the employee's written authorization shall have the right to inspect the full contents of his/her personnel file. No disciplinary document may be placed in an employee's personnel file without the employee having been first notified of said disciplinary document and given a copy. An employee who disagrees with the validity of any disciplinary document added to the file shall have the opportunity to challenge said complaint under the grievance procedure herein, other than verbal or written reprimands, which shall not be subject to the grievance process. In the case of a written reprimand or higher form of discipline, the employee may provide a

written response within thirty (30) days of being provided notice, which shall be placed in the personnel file, and only removed if the written response is also removed. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

16.7

Pursuant to RCW 40.14.070(4), personnel records for any peace officer must be retained for the duration of the officer's employment and a minimum of 10 years thereafter. Such records include all misconduct and equal employment opportunity complaints, progressive discipline imposed including written reprimands, supervisor coaching, suspensions, involuntary transfers, other disciplinary appeals and litigation records, and any other records needed to comply with the requirements set forth in RCW 43.101.095 and 43.101.135.

ARTICLE 17 - UNIFORMS WEAPONS AND EQUIPMENT

- 17.1 The Employer will provide each new hire with all department issued and required equipment, including uniforms as listed:

- 1 Class A long sleeve shirt
- 1 Class A pants

For daily wear, new-hires shall have their choice of the following options:

Option A: One (1) jumpsuit, one (1) pair Class B pants, one (1) Class B short-sleeve shirt, and one (1) Class B long-sleeve shift.

Option B: Three (3) pairs Class B pants, three (3) Class B short-sleeve shirts, and two (2) Class B long-sleeve shirts.

- 1 tie
- 1 tie clip
- 1 metal name plate
- 1 pair shoes (maximum price of \$150)
- 1 baseball cap
- 1 dress cap
- 1 jacket with shoulder and badge patch, 1 x 5 name tape
- 1 ALS mid-ride level 3 holster
- 1 TASER holster
- 1 nylon duty belt liner, hook and loop
- 1 nylon belt keeper 4-pack
- 1 nylon double cuff case
- 1 nylon MK-4 pepper-spray holder with flap

1 nylon expandable baton holder
1 nylon 2.25" duty belt
1 nylon double magazine pouch
1 portable radio holder

The Employee shall be responsible for maintaining all issued equipment and uniforms. All issued equipment shall be returned to the City upon termination of employment.

- 17.2 Each employee shall be provided a new ballistic vest at least once every five (5) years or whenever the vest has expired.
- 17.3 Each calendar year, excluding the calendar year of hire, a \$750 uniform allowance will be provided to each employee and the allowance can only be used at an approved vendor. The City will pay the vendor directly, up to the amount of unused allowance. The allowance shall be credited to the employee in January of each year. If a piece of equipment or uniform is damaged in the line of duty, it will be repaired or replaced by the City separately, without deduction from the Employee or the uniform allowance.

ARTICLES 18 - GRIEVANCE PROCEDURE

- 18.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If a grievance cannot be resolved through informal means, the grievance will be settled as hereinafter provided.
- 18.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any specific provision of this Agreement.
- 18.3 Any party who believes they have a grievance arising out of the terms of this Agreement may, except for arbitration, personally or through a representative, apply for relief under the provisions of this Article. Provided an employee cannot grieve an item unless it is approved first by the Association executive board, and proof of said approval is provided to the City at the time the grievance process is commenced.
- 18.4 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual written agreement of the parties to the grievance. For purposes of this Article, "working day" shall be defined as Monday through Friday, excluding holidays recognized by the City (and specified in the City of Black Diamond Personnel Manual).

- 18.5 To timely initiate the grievance process, a party must file a formal written grievance within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance. If a party fails to comply with this ten (10) working day period, then that party forever waives and forfeits the grievance as well as any and all rights and remedies relating to the grievance. Failure to timely pursue a grievance to the next step renders final and conclusive the last determination and response. If an employee wishes to have those matters currently addressed under Civil Service Rules and Regulations, inclusive of promotions, demotions, transfers, layoffs, recall and discipline, but not limited thereto, the employee must file a request for an investigative hearing within ten (10) working days of the occurrence. Regarding disciplinary actions, the employee may elect to have disciplinary action reviewed by the Civil Service Commission. If the employee elects to have disciplinary action reviewed by the Civil Service Commission then a request for an investigative hearing must be filed with the Commission within ten (10) working days from the date of the disciplinary action. The employee must elect to have disciplinary action reviewed either through the grievance procedure or by the Civil Service Commission. An employee is not entitled to review of disciplinary action under both procedures. If the employee elects to pursue matters before the Civil Service Commission then the Civil Service Commission procedures will be applicable and not those of the collective bargaining agreement.
- 18.6 Prior to initiating the formal grievance procedure, the Association and/or grievant may verbally present a grievance to the Chief or the Chief's designee. A grievant presenting a verbal grievance shall have the option of being accompanied by an Association representative. The presentation of a verbal grievance under this paragraph is intended as a voluntary, optional, and informal method of attempting to settle potential grievances at an early stage. If a verbal grievance is not satisfactorily resolved, then the grievant may initiate the formal grievance procedure. Presenting a verbal grievance under this paragraph does not suspend the ten (10) working day period for filing a formal written grievance, as dictated by paragraph 18.5 and Step 1 of the formal grievance procedure.

- 18.7 The formal grievance procedure shall be as follows:

Step 1:

The grievance shall be presented in written form, stating the specific provision(s) of this Agreement allegedly violated, to the Chief within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance. Thereafter, the Chief shall respond in writing to the aggrieved employee within ten (10) working days after receipt of the grievance. If the employee elects to have applicable matters reviewed by Civil Service then the employee will need to comply with the provisions set forth in Section 18.5 above.

Step 2:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) working days of the response in Step 1 above, the grievance in written form shall be presented to the Mayor or designee. The Mayor or designee shall schedule a meeting with the employee within fifteen (15) working days from the date of submission and respond within seven (7) working days of the meeting to the employee and Association. The employee has the right to be represented by his Association representative and the department head has the right to be represented by an Employer representative.

Step 3:

A. Final and Binding Arbitration and/or Mediation:

If the grievance has not been resolved at Step 2, the Association or City may refer the unsettled grievances to mediation and/or final and binding arbitration. If the parties refer the matter to mediation then the timelines for final and binding arbitration shall be extended to accommodate the mediation process.

B. Notice - Time Limitations: The Association shall notify the other party in writing by certified mail of submission to mediation or arbitration within twenty (20) working days.

C. Arbitrator - Selection: After timely notice, the parties shall establish who the arbitrator will be in the following manner:

1. After timely notice, the parties shall select an impartial arbitrator within thirty (30) working days, if possible, after the request is made to arbitrate.

2. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, they will request a list of nine (9) arbitrators who are willing to abide by time limitations. A list of impartial arbitrators shall be furnished by the Public Employment Relations Commission (PERC). The parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until one (1) name remains. This person will serve as the sole arbitrator subject to the following provisions.

D. Decision - Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of said arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) working days or as soon as possible thereafter, unless an extension of time is agreed upon as

provided for herein.

E. Limitations - Scope - Power of Arbitrator:

1. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.

2. The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there has been a violation of the terms of this Agreement.

3. The arbitrator shall also have the authority to receive evidence and question witnesses.

4. The arbitrator shall not have the authority to review or consider appeals carried out pursuant to Civil Service Commission Rules and Regulations.

F. Arbitration Award - Damages - Expenses:

1. Each party hereto shall pay the expenses of their own attorneys, representatives, witnesses, and other costs associated with the presentation of their case.

2. The arbitrator's written award shall be final and binding on all parties.

ARTICLE 19 - NON-REDUCTION OF WAGES AND WORKING CONDITIONS

19.1 The parties hereto agree that the wages and working conditions specified in this Collective Bargaining Agreement shall not be modified during the agreement term, except as provided herein or as authorized by law. The Employer may provide additional benefits to the Employees, from time to time, as may be adopted by City ordinance or resolution.

ARTICLE 20 - STRIKES AND LOCKOUTS

20.1 The employer and the Association recognize that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, neither the Association nor the Employer shall cause, engage in, or sanction any work stoppage, slowdown, or other interference with City functions. Employees who engage in any of the foregoing actions may be subject to disciplinary action including immediate discharge. No individual shall receive any portion of his/her salary or benefits as provided by the

employer, and in accordance with applicable law, while engaging in activities in violation of this Article.

ARTICLE 21 - ASSOCIATION REPRESENTATION

- 21.1 An authorized representative of the Association shall have the right, in unpaid status and after obtaining appropriate signed releases from the affected employees, to investigate grievances or conditions at reasonable hours upon first securing permission from the Employer to do so and without interfering with the progress of work. The Association shall advise the Employer, in writing, of the names of their authorized representatives and stewards.

ARTICLE 22 - BULLETIN BOARD

- 22.1 The Employer shall provide space for a bulletin board of no more than 8 square feet in size, for the Association's use in an area conveniently accessible to bargaining unit employees, solely to be used for the purpose of notifying employees of matters pertaining to Association business. All notices shall be signed by a representative of the Association who is authorized by the Association to approve Association notices. The Board shall be properly maintained, in a neat and safe manner, by the Association.

ARTICLE 23 - NON-DISCRIMINATION

- 23.1 The Employer agrees that they will not discriminate against any employee because of lawful Association activity.
- 23.2 Neither the Association nor the Employer, in carrying out their obligation under this agreement, shall not unlawfully discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, color, creed, national origin, gender, age, marital status, disability or religion.
- 23.3 All references to employees in this Agreement designate all genders.

ARTICLE 24 – WAGES

- 24.1 The Employees shall be paid the base wage set forth in Appendix A.
- 24.2 Wage rates for the term of this Agreement are listed in Appendix A. Wage rates are subject to adjustments for education incentive pay (as described in this Article), specialty pay (as described in this Article), longevity pay (as described in this Article), progression through steps (as described in Appendix A of this Agreement), and promotions.

- 24.3 All bargaining unit employees shall receive an education incentive added to the base pay equal to 2% for an Associate Degree or 4% for a Bachelor Degree and 6% for a Master degree.
- 24.4 Employees assigned by the Chief to act as a Field Training Officer or full time Detective shall be paid an additional premium of three percent (3%) of the base rate of pay each month. There shall be no pyramiding of premium pays, and the FTO premium pay shall only apply during actual training time.
- 24.5 The K-9 Officer shall receive one-half hour release time from each shift and one-half hour of pay or compensatory time off on each day off for compensation for the at home care and feeding of the dog. During the term of this Agreement, should the City staff a K-9, the parties agree to reopen this Agreement solely for purposes of bargaining a K-9 handler premium and/or compensation for the at-home care/training of the K-9.
- 24.6 The employee assigned as Commercial Vehicle Officer (CVO) shall receive a premium of three percent (3%) of the base rate of pay each month. There shall be no pyramiding of premium pays. Assignments to CVO shall normally be three (3) years, however, the Chief has the discretion to extend the assignment by one (1) additional year. The employee assigned to the position must maintain an acceptable level of performance. The Chief has the discretion to fill or vacate this position based upon the needs of the City.
- 24.7 LONGEVITY – Longevity pay shall be added to an employee's base pay according to the following schedule:
- Upon completion of 5 years of service with the City: 2%
- Upon completion of 10 years of service with the City: 3%
- Upon completion of 15 years of service with the City: 4%
- Upon completion of 20 years of service with the City: 5%
- Longevity is paid monthly as a premium added to base wages and is not cumulative. Longevity is not considered a premium for purpose of stacking with other incentive pay.
- 24.8 DEFERRED COMPENSATION – The Employer participates in the Washington State Deferred Compensation Program. Employees may voluntarily participate to save for retirement. The Employer shall match an employee's contribution on a monthly basis up to \$150.00 per month. Participation in the Washington State Deferred Compensation Program shall be subject to Program rules and IRS regulations.

- 24.9 An employee assigned as Corporal will receive a premium of five percent (5%) of the base rate of pay each month. There shall be no pyramiding of premium pays. Assignments shall normally be three (3) years, however, the Chief has the discretion to extend the assignment by one (1) additional year. The employee assigned to the position must maintain an acceptable level of performance. The Chief has the discretion to fill or vacate this position based upon the needs of the City.

ARTICLE 25 - SEPARABILITY

- 25.1 In the event that any provision of this agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction, or through a final decree of a government, state or local body, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provision of this agreement shall be modified through negotiations to comply with the existing regulations or laws.

ARTICLE 26 - MILEAGE ALLOWANCE

- 26.1 All employees required by the cognizant department head to use their private cars for official departmental business, shall be compensated at the rate provided by ordinance or resolution, or as the same may be amended or substituted.

ARTICLE 27 – TAKE HOME CARS

- 27.1 Employees shall be provided their assigned regular patrol vehicle as a take home vehicle, subject to the rules and regulations, including amendments there to, that are adopted by the Chief of Police. Each employee will be required to sign, prior to receiving a take home vehicle, an agreement with the City that they will comply with the adopted rules and regulations and failure to do so may result in losing the take home car privilege. If the take home car privilege is taken away from an officer, only whether or not a violation of the adopted rules and regulations has occurred will be subject to the grievance process.

ARTICLE 28 - CONFLICT OF CONTRACT AND ORDINANCE

- 28.1 The rules and regulation of the Black Diamond Civil Service Commission shall govern unless specifically superseded by the terms and conditions of the Agreement.

ARTICLE 29 - MANAGEMENT RIGHTS

- 29.1 Except as expressly modified or restricted by a specific provision of this Agreement or applicable Civil Service Regulations, all statutory and inherent

managerial rights, prerogatives, and functions are retained and vested exclusively in management. This shall include, but is not limited to the right in its sole and exclusive judgment and discretion to; 1) take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the department or the City; 2) to discipline employees for cause; 3) to determine the number of employees to be employed and the appropriate staffing levels; 4) to conduct job analysis and performance; 5) to determine the duties, task, responsibilities and essential functions of each job; 6) to hire employees; 7) to determine employee qualifications and to assign and direct their work; 8) to evaluate employee's performance; 9) to promote, demote, transfer, lay off, recall to work, and retire employees; 10) to set productivity standards; 11) to set reasonable fitness standards; 12) to maintain the efficiency of operations; 13) to set working schedules, add or delete shifts, and determine the shift to be worked; 14) to determine the personnel, methods, means and facilities by which operations are conducted; 15) to contract for goods and or services; 16) to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation or service; 17) to control and regulate the use of facilities, equipment, and other property of the department; 18) to introduce new or improved equipment, materials, or methods; and 19) to issue, amend, revise and delete policies, rules, regulations, general orders, administrative directives and practices.

- 29.2 The Employer's failure to exercise any right reserved to it in section 29.1, or its exercise of the right in a particular way, shall not be considered a waiver of the right, or a limitation of its exercise of the right in some other way not in conflict with the express provisions of this Agreement. There shall be no prevailing right of the Association or the Employee to any particular way a management right has been exercised in the past, or a benefit has been administered, except as expressly set forth in this Agreement.

ARTICLE 30 – BILL OF RIGHTS

- 30.1 Subject to the provisions of this Agreement and except as otherwise provided, employees have the right to use the grievance procedure contained herein to protect their rights as set forth in this Agreement.
- 30.2 All employees within the bargaining unit shall be covered by the following rules and regulations. The powers and duties of law enforcement officers involve them in many contacts with members of the public and questions are bound to arise as to the nature of such contacts, which questions require immediate investigation by superior officers who have been authorized to make such investigations by the Chief of Police.

Investigations into citizen complaints or other policy violations shall be conducted under the following general guidelines:

30.2.1 When a permanent, non-probationary employee is the subject of a formal internal investigation by the Black Diamond Police Department, prior to any interview of the employee, the employee shall be advised of the general nature of the inquiry of and whether he or she is suspected of (1) committing a criminal offense; (2) misconduct that would be grounds for termination, demotion, suspension, or other disciplinary actions; (3) that the employee may not be qualified for continued employment with the Department. If a formal investigatory interview is based on a citizen or employee written complaint, during the interview the employee shall be provided a copy of the written complaint before being questioned, although the City retains the discretion to redact the name of the complainant. All interviews shall be conducted in a manner consistent with due process rights granted by law, including *Weingarten*. The officer shall not thereafter contact the citizen or witnesses without prior written permission of the Chief of Police.

30.2.2 If the Chief of Police determines that the officer should be questioned about the allegation, such questioning shall be done as soon as practicable. Unless an emergency is thought by the Chief of Police to exist, such questioning shall be while the member is on duty and during the daytime, if possible.

30.2.3 Questioning of the officer shall be with full regard to their constitutional rights. If the allegations amount to a charge that the officer is guilty of a crime, the officer shall be fully advised of their rights and obligations under the Garrity decision. The employee shall have the right to retain an attorney of their own choosing, (at no expense to the City of Black Diamond). Such attorney (and/or a representative of the Association) shall have the right to be present during any questioning.

30.2.4 An employee who is the subject of a formal investigation shall have a right to make copies of any statement they have signed pertaining to the investigation, and shall be entitled to a copy of any recording of an interview of the employee. During an investigatory interview, should the employee be questioned about any electronic recording (e.g., video footage, audio footage, etc.), the employee and Association representative will first be entitled to review the footage before the employee is subject to questioning about the footage.

30.2.5 It is understood that under state law, no officer may be required to take any lie detector test as a condition of continued employment, though they may request a polygraph test. If one is requested by the employee, and the Employer consents to the polygraph of the employee, it shall be taken by an independent agency chosen by the Chief of Police, after consultation with the Association, at the Employee's expense.

30.2.6 Should the Employer reach a preliminary conclusion that “just cause” exists to discipline an employee with a reassignment, demotion, unpaid suspension, or termination, the employee and the Association shall be provided with the following: (1) A copy of all investigation materials relied upon by the Employer to support the allegation(s) or charge(s); (2) Citation to the directives, policies, procedures, work rules, regulations, or other orders that the Employer alleges were violated; (3) the level of discipline being considered; and (4) copies of any prior discipline records from the employee’s file that the Employer intends to rely upon as part of progressive discipline. These materials will be provided to the employee and the Association prior to any *Loudermill* pre-disciplinary meeting.

30.2.7 All formal internal investigations conducted by the Black Diamond Police Department shall normally be completed within 180 calendar days, unless circumstances require otherwise. If the Employer determines that additional time is necessary to complete the investigation, it will provide written notice to both the employee and the Association, notifying them of the delay and the expected date the investigation will be completed.

ARTICLE 31- LIABILITY INSURANCE

- 31.1 The Employer agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of employment provided, however, such coverage will not protect the employee from their intentional and/or malicious tortious acts or assaults. Subject to the provisions of this Article, the coverage will include reasonable attorney’s fees incurred by attorneys chosen by the City and reasonable costs connected with lawsuits.
- 31.2 The Drug and Alcohol Policy and procedures mutually agreed on by the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement. Said policies and procedures are a part of this Agreement.

ARTICLE 32 - TERMINATION AND RENEWAL

- 32.1 This agreement shall be in full force and effect from January 1, 2023 until December 31, 2025.

**CITY OF BLACK DIAMOND,
WASHINGTON**

By: _____
Mayor Carol Benson

Date: _____

**BLACK DIAMOND POLICE
OFFICERS' ASSOCIATION**

By: _____
Bill Riepl, President

Date: _____

APPENDIX A

2023 Pay Scale			Step 1	Step 2	Step 3	Step 4
Police Officer			6,849	7,589	8,327	9,027
Police Sergeant			10,061	10,625	N/A	N/A

Effective January 1, 2023, employees shall receive a 10% increase to base wages.

Effective January 1, 2024, employees shall receive a base wage increase equal to the June 2022-to-June 2023 CPI-U for Seattle-Tacoma-Bellevue, with a guaranteed minimum of 3% and a maximum of 5%.

Effective January 1, 2025, employees shall receive a base wage increase equal to the June 2023-to-June 2024 CPI-U for Seattle-Tacoma-Bellevue, with a guaranteed minimum of 3% and a maximum of 5%.

An officer's wage shall be increased to the next step on their step-increase eligibility date and upon a satisfactory performance evaluation. For employees hired on or before May 6, 2010, the step-increase eligibility date is the first day of the month of hire. For employees hired after May 6, 2010, including all future employees, the step-increase eligibility date is the first day of the month of hire if hired from the 1st through the 15th of the month, or the first day of the month following the month of hire if hired from the 16th through the 31st of the month.

Employees will submit timesheets to the Employer's payroll department one week before the end of each month to allow sufficient time for payroll processing. A lag report for overtime earned, or leave taken, during the last week of each month will be submitted by employees with the following month's timesheets.

MEMORANDUM OF UNDERSTANDING
CITY OF BLACK DIAMOND
AND
BLACK DIAMOND POLICE OFFICERS' ASSOCIATION (F.O.P.)

1. Dates and Parties. This Memorandum of Understanding (MOU) is effective January 1, 2023 through December 31, 2025, by and between the City of Black Diamond (the "City") and the Black Diamond Police Officers' Association (the "Association").
2. Terms of this MOU – Shift Adjustments
 - a. The City will provide 48 hours' notice of adjustments to an officer's regularly-scheduled shift. Overtime will be paid for adjustments made with less than 48 hours' notice, paid for those hours falling outside of an officer's regularly-scheduled shift. A deviation of two (2) hours or less from a regularly-scheduled shift does not qualify as a shift adjustment and does not qualify for overtime payment.
 - b. The payment of overtime for shift adjustments is intended to avoid causing inconvenience to officers' personal lives during time off and is not intended to incur overtime liability on a regular basis. The payment of overtime provided by this MOU shall apply only when the Department is fully staffed and not during staffing emergencies or public emergencies (as determined by the Chief or Commander). For example, having an officer on extended L&I leave for one (1) week or more in duration counts as a staffing emergency. Shift adjustments made by mutual agreement between the Department and the affected officer(s) shall not qualify for overtime payments.
 - c. All paid time off (vacation, holiday, compensatory time off) requests must be submitted with 72 hours' notice or they are subject to denial.
3. This MOU will remain in effect for the duration of the parties' 2023-2025 CBA and then expire. While the MOU remains in effect, the parties will evaluate its pros/cons. This MOU will not become part of the status quo or evidence at interest arbitration. The terms of this MOU will be subject for negotiation during bargaining over a successor CBA. All other terms and conditions of the 2023-2025 CBA shall remain unchanged and in full force and effect.

CITY OF BLACK DIAMOND

BLACK DIAMOND POLICE OFFICERS'
ASSOCIATION

Date: _____

Date: _____

Carol Benson, Mayor

Bill Riepl, Association President

AGREEMENT
by and between
CITY OF BLACK DIAMOND
and
BLACK DIAMOND POLICE OFFICERS
ASSOCIATION (F.O.P.)

January 1, ~~2020-2023~~ – December 31,
~~2022~~2025

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**AGREEMENT BETWEEN
CITY OF BLACK DIAMOND
and
BLACK DIAMOND POLICE OFFICERS ASSOCIATION (F.O.P.)**

THIS AGREEMENT is made and entered into by and between the City of Black Diamond, hereinafter referred to as the "Employer" or the "City," and the Black Diamond Police Officers' Association (F.O.P.), hereinafter referred to as the "Association."

PREAMBLE

WHEREAS, it is the purpose of this agreement to maintain a high level of performance in the operation of the Black Diamond City government, together with promoting efficiency, initiative, and harmonious relations between the Employer and the Association, and to provide for the rights, well-being, and security of the parties involved; and

WHEREAS, the parties have agreed to certain terms and conditions of wages, hours, and working conditions of employment for employees of the Employer as listed herein and wish to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY AGREED TO AS FOLLOWS:

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Association as the sole collective bargaining agent for all regular full time and regular part time commissioned law enforcement officers of the Police Department, including sergeants, and excluding supervisors, confidential employees, and all other employees.

ARTICLE 2 - ASSOCIATION MEMBERSHIP

- 2.1 The Employer agrees that all employees covered under this agreement shall have the right to join the Association. Employees with questions about Association membership shall consult with an Association or FOP representative.
- 2.2 The Employer will furnish the Association on a current basis notice of all permanent and permanent part time employees as defined in Article I who have been hired, rehired, transferred, laid off or terminated.
- 2.3 If the Employer schedules a Collective Bargaining Agreement negotiation meeting during the scheduled shift of the Association member that represents the Association, then that member may attend the meeting, in paid status, provided the member remains ready to respond to emergency call out at all

times. Any other Association members that attend the meeting, other than the one designated representative, shall do so in an unpaid status.

- 2.4 The Association shall be afforded thirty (30) minutes during each newly hired employee's regular working hours for purposes of presenting information about the bargaining unit and Association representation ("orientation"). One (1) employee acting in the capacity of an Association representative will be provided thirty (30) minutes paid release time to provide the orientation, provided no interruption to the Employer's business or risk to public safety. Orientation shall generally occur within the first two (2) weeks of hire, but in no instance any later than ninety (90) calendar days.
- 2.5 The Association may use the City's premises for Association meetings, provided space is available and there is no disruption to City business. On-duty Association members may attend Union meetings, provided they remain available to complete daily work tasks and respond to emergencies.

ARTICLE 3 - CHECK-OFF OF DUES

- 3.1 The Employer agrees to deduct Association dues from the wages of each employee as qualified in Section 3.2 below. The Employer agrees to forward such dues to the account of the Association monthly.
- 3.2 The Employer shall deduct Association dues from the wages of each employee in the bargaining unit who ~~signs an authorization card to that effect~~ authorizes the deduction in accordance with RCW 41.80.100, with a copy of the authorization ~~card~~ given to the Employer and the Association for certification purposes. Employees requesting to revoke their authorization for deductions shall submit a written request to the Association. The Employer will stop deductions after receiving confirmation from the Association that the requesting employee has properly revoked authorization. Every effort will be made by the Employer to stop monthly deductions the first payroll cycle after confirmation is received by the Association, but in no event later than the second payroll cycle.
- 3.3 The Association agrees to defend, indemnify, save and hold the City harmless from, for and against any and all claims arising from the application of this article.

ARTICLE 4 - WORK SCHEDULE

- 4.1 Establishing and changing the work schedule is a management right. Generally, the regular work schedule shall consist of the "4/10" work schedule: A work day shall consist of ten (10) consecutive hours including time for lunch when the employee is on call during the lunch period. The Chief of Police has the right to assign an alternate work schedule for employees when assignments, special duties, training, vacations, sick time, and other circumstances preclude the use of

the regular work schedule. Absent an emergency, or the circumstances described above, the Employer shall notify the Association in writing, no less than 14 calendar days before a change in the regular work schedule (i.e. 4-10's vs. 5-8s). If the Association provides written notice within the 14 day period that it wishes to discuss the change before it is implemented, then the Employer agrees not to implement the change for 30 more days in order to give sufficient time to confer with the Association.

- 4.2 The parties may, upon mutual consent, meet and discuss alternative work shifts.

ARTICLE 5 - OVERTIME

- 5.1 Overtime shall be defined as all hours worked beyond forty (40) hours from between 2400 hours on Saturday to 2359 the following Saturday. Hours of work shall include sick leave, vacation, compensatory time, holiday and any other City provided leave. Voluntary shift swapping shall not result in the payment of overtime. Training time shall be considered compensable hours of work. Training time consisting of more than seven (7) hours in a day shall constitute a regular work day for compensation purposes, regardless of whether the time spent is more or less than the regular work day. For example, if the training lasts 7 1/2 hours, the Employee will be compensated for 10 hours if they normally work a 10 hour shift. ~~If the training lasts 11 hours the Employee would be compensated for 10 hours if they normally work a 10 hour shift.~~
- 5.2 Except as specifically modified herein, the Employees shall be entitled to all of the benefits in the Fair Labor Standards Act.
- 5.3 Employees on their day of rest that are subpoenaed to appear in court on a criminal case, or called back to work, shall be compensated at a minimum of three (3) hours at the overtime rate of pay. If an employee is called back to work due to the employee's own failure to perform necessary work tasks (e.g., failure to complete an urgent probable cause report before leaving the last shift worked, failure to submit monthly productivity stats on time, etc.), the employee will be paid only the time actually worked, excluding travel time.
- 5.4 Officers not notified of a cancellation of a scheduled criminal court appearance within twelve (12) hours of the scheduled appearance shall be compensated at a minimum of three (3) hours at the overtime rate of pay, only if they called the Court the day before and were advised that their Court appearance was still required.
- 5.5 Department wide meetings are not subject to the call back minimum set forth above, and Employees required to attend department wide meetings will be paid the appropriate rate of pay for actual time spent in the meeting, with a three (3)

hour minimum. Training for all employees may be conducted during the department meetings.

- 5.6 Any employee, if agreed to by the Employer, may elect to accrue compensatory time off at the rate of time and one-half (1.5) in lieu of overtime payments up to a maximum accumulation of forty (40) hours. Requests to utilize accrued compensatory shall be made to the Chief or their designee. Requests to utilize compensatory time off shall be granted in accordance with the Fair Labor Standards Act.
- 5.7 At the start of each calendar month, sergeants of the Department shall receive three (3) hours of compensatory time off. Compensatory time off under this Section is provided as the exclusive compensation for time spent by sergeants responding to work-related telephone calls during off-duty hours, provided, however, that sergeants who are called back to work after receiving an off-duty telephone call shall be paid as provided elsewhere in this Agreement. Should the City have an unfilled sergeant position, or when a sergeant is on leave for one (1) or more consecutive calendar months without a replacement, the amount of compensatory time off per calendar month shall increase to four (4) hours and shall remain at this rate until sergeant staffing levels are restored. A sergeant is eligible for compensatory time off only in those calendar months in which the sergeant works at least one (1) shift (*i.e.*, compensatory time is not provided to sergeants on an extended leave of absence). Sergeants may elect to bank the compensatory time earned under Article 5.7, provided they do not exceed the 40-hour bank maximum listed in Article 5.6. Once this 40-hour bank limit is reached, any additional compensatory time earned by sergeants under Article 5.7 shall be scheduled and used in the calendar month in which it is earned.

ARTICLE 6 - HOLIDAYS

- 6.1 Each full time Employee shall receive ~~110-120~~ hours of holiday time in lieu of holidays. If the City recognizes more than ~~11-12~~ holidays in a year as official holidays, then this allotment shall increase by 10 hours for each additional recognized holiday. Holiday time may be used before or after vacation time, and must be used in the calendar year in which it is received, with exception for the carry over provided in Article 6.3. This allotment amount shall be prorated for regular part time employees based on the percentage of a fulltime shift that they normally work. An Employee whose shift starts on a holiday shall be paid overtime for the entire shift (for example, an employee starting a 10-hour shift at 8:00 PM on Christmas shall be paid overtime for 10 hours). Provided, if, during any holiday, an off-duty Employee is called to duty, ~~he~~they shall be compensated at the double time rate (2x). In addition, any employee who already qualifies for overtime based on the hours worked in Article 5.1, and who is subsequently assigned to work the Fourth of July or Labor Day, or any portion thereof, shall be compensated at the overtime rate of double time (2x).

- 6.2 For Employees who do not work a full year, their prorated share of holiday time will be based on a percentage of time worked which will be established through the date of employment and determined by the Employer.
- 6.3 An Employee may carry over to the following calendar year up to 40 hours of holiday time.

ARTICLE 7 - VACATIONS

- 7.1 Vacation shall be given as an additional employment benefit. Vacation may be taken as earned according to the following schedule:

Date of hire through 5 years	8 hours per month
Beginning of 6 th through 9 th year	10 hours per month
Beginning of 10 th through 15 th year	12 hours per month
Beginning of 16 th through 19 th year	14 hours per month
Beginning of 20 th year and thereafter	16 hours per month

Vacation time is accrued from the date of hire, but cannot be used, until successfully completing ~~six (6) months~~ ninety (90) days of employment or successful completion of field training, whichever is later. Accrued vacation shall not exceed ~~240-288~~ hours at any time. For purposes of establishing annual vacation accruals, lateral hires who have successfully completed at least one (1) year of service with a full commission at another U.S. law enforcement agency, or as a member of the military police of any branch of the U.S. armed forces, may be credited with their prior years of service. To earn credit, the past experience at another agency must have been within the past 24 months from the date of hire at the City. At the discretion of the Chief, for purposes of establishing annual vacation accruals, credit for prior years of service may also be extended to lateral hires with limited commissions at other agencies.

Effective January 1, 2020, any current bargaining unit employee with eligible previous lateral experience shall have their vacation accruals adjusted to account for the prior service.

- 7.2 Vacation Bid Process: Employees shall choose vacation by seniority at the City. The annual shift bid shall take place first, followed by the annual vacation bid, which spans two weeks and typically takes place during the last two weeks of November. During the annual vacation bid, employees may bid for up to eighty (80) hours of vacation each. Following the annual vacation bid, the paid leave calendar shall remain open for bidding, ~~by rank and then seniority within the rank~~ by seniority at the City, for seven (7) calendar days, typically beginning on December 1 and ending on December 7. Thereafter, vacation shall be

scheduled on a "first come – first served" basis. The calendar dates for bidding may be adjusted by the Employer based on a delay with issuance of the final budget, although the total days for bidding shall not be reduced. Once scheduled, vacations shall not be cancelled absent an actual emergency. Only one Employee can be on vacation at any time, unless the Chief of Police determines staffing needs can be adequately met.

Employees shall not be able to bid a vacation on January 1, July 4th, Labor Day, Thanksgiving, the day after Thanksgiving or Christmas Day. Provided, nothing prohibits the Department from granting leave on one of those dates by seniority if staffing levels otherwise permit.

- 7.3 Employees shall receive all accrued vacation at the time of termination, provided vacation earned during the year of termination shall be prorated.

ARTICLE 8 - SICK LEAVE

- 8.1 Employees of the police department shall accrue sick leave at the rate of eight (8) hours per month. Employees are allowed to accrue an unlimited amount of sick leave during the calendar year, however, they have a maximum accrual carryover of one thousand and four hundred and forty (~~1,040~~1,440) hours from one calendar year to the next, with any excess hours deemed surrendered at the end of each year.
- 8.2 Sickness or disability shall be reported to the department head or the immediate supervisor at least four (4) hours prior to commencement of the employee's workday, if feasible, or as soon thereafter as practicable in the event of an emergency or unforeseeable sick leave absence. If necessary, an employee may designate another person (e.g., family member, friend, co-worker) to provide notice on his/her behalf. An employee may be required by the Employer to provide medical verification confirming that sick leave was taken for an authorized purpose when the employee has been absent for more than three (3) scheduled work days. When medical verification is required by the Employer, an employee shall have ten (10) calendar days, beginning on the date of the first sick leave absence, to obtain and provide the verification. On a case-by-case basis, an employee is subject to excusal from the requirement of providing medical verification if the employee establishes an "unreasonable burden or expense," as that phrase is defined by Washington law, that cannot be adequately mitigated by the Employer.
- 8.3 Employees noted in 8.1 above are entitled to use sick leave for the following authorized purposes:
- 8.3.1 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis,

care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

8.3.2 To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;

8.3.3 When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; and

8.3.4 When the employee's need for leave qualifies for leave under Washington's Domestic Violence Leave Act, RCW 49.76.

8.3.5 Solely for purposes of defining authorized sick leave usage under Section 8.3, "family member" shall include the following: (a) a child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; (b) a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (c) spouse; (d) registered domestic partner; (e) grandparent; (f) grandchild; or (g) sibling.

8.3.6 Employees shall make reasonable attempts to schedule routine/preventative medical, dental, and vision appointments during their off-duty time so as not to impact Department staffing levels.

8.4 Employees entitled to sick leave who have exhausted their sick leave accrual shall then use accrued vacation.

8.5 Time off for medical purposes shall be charged against sick leave for actual time used only.

8.6 If an employee retires from the City, meeting LEOFF plan requirements, that employee is eligible to cash out 25% of their sick leave balance at their current straight time rate. The cash out rate will increase to 50% for employees who retire from the City, meeting LEOFF plan requirements, with at least 20 years of completed service with the City.

If an employee separates from the City without retiring and/or meeting LEOFF plan requirements, that employee is eligible to cash out their sick leave balance at their current straight time rate as follows:

Hire date-12 months	0%
Year 1-5	10%
Year 6-12	20%
Year 13-20	30%
Year 21-24	40%
Year 25+	50%

8.7 Leave Provided by Applicable Statutes.

The Employer will provide eligible employees with all family and medical leave, pregnancy disability leave, military leave, and other paid and unpaid leave required by state and federal law, including:

- a) Family and Medical Leave (29 U.S.C. § 2601 et seq. and RCW 49.78).
- b) Family Care Act Leave (RCW 49.12.265).
- c) Pregnancy Disability Leave (RCW 49.60).
- d) Leave for Victims of Domestic Violence, Sexual Assault, and Stalking (RCW 49.76).
- e) Leave for Spouses of Deployed Military Personnel (RCW 49.77).
- f) Military Leave for Public Employees (RCW 38.40.060).
- g) Leave for Certain Emergency Services Personnel (RCW 49.12.460).

Leave eligibility, benefits, and requirements will be determined by applicable state or federal law and will be administered according to the City of Black Diamond Personnel Manual. In the event any provisions of the City of Black Diamond Personnel Manual conflict with state or federal law, then the terms of the state or federal law shall apply.

8.7.1 Eligible employees are covered by Washington's Paid Family and Medical Leave Program (PFML), RCW 50A.05. Eligibility for leave and benefits, ~~which begins January 1, 2020,~~ is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law ~~and for the period ending December 31, 2020, will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise adjusted up or down at the discretion of the State).~~ Each year, consistent with the law, employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.05. The Employer shall pay any remaining portion, only as required by law. In addition, the Employer retains the sole discretion to self-insure, provided benefits remain the same or better as those provided by the State of Washington.

8.7.2. Eligible employees are covered by Washington's Long-Term Care Act, RCW 50B.05. Any leave and benefits is established by Washington law and is therefore independent of this Agreement. Starting January 1, 2022 or as

otherwise determined by the State, employees are subject to a payroll deduction as required by Washington law, RCW 50B.04.080.

- 8.8 Employees injured on duty who receive Labor and Industries compensation shall be permitted to sign over the L&I check to the City and receive their regular compensation provided for under the Agreement. Employees shall not exhaust sick leave while on L&I status.
- 8.9 Association members shall be permitted to donate accrued, but unused, vacation or sick leave to other employees in accordance with City policy, as stated in the City of Black Diamond Personnel Manual. The parties recognize that the City will amend its current donation policy to reflect that donated hours will be converted into cash, and then converted into a proportionate share of hours for the employee receiving the donation, to account for pay disparities between the donating and receiving employees. Beyond this change, the City agrees to bargain the impacts of any subsequent policy revision that materially impacts Association members.

ARTICLE 9 - BEREAVEMENT LEAVE

- 9.1 Employees are eligible to receive up to ~~five (5) days~~forty (40) hours of paid bereavement leave for the death of an immediate family member. The specific length shall be determined by the Chief. In addition, employees are guaranteed an additional three (3) days of paid bereavement leave for attendance at the funeral of an immediate family member located more than 500 miles away. In the event an employee's spouse or child dies, the Chief has the discretion to allow the employee to use accrued sick, vacation, or holiday leave for purposes of extended bereavement. All leave taken under this Article shall be used within thirty (30) days of the date of death.

For purposes of this section, "immediate family member" includes spouses, children, stepchildren, foster children, siblings, grandparents, parents of employees or parents of employees' spouses, grandchildren, and any other familial inhabitants of employees' households.

- 9.2 Employees may be excused by the Employer to attend the funeral of deceased fellow employees as leave with pay.

ARTICLE 10 - JURY DUTY

- 10.1 An employee serving on a jury of a federal, state, or municipal court shall be granted leave from City employment to the extent required by such service, and shall be paid during such leave the difference between his/her regular salary and the amount paid by the Court for such duty. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate

public official showing date and time served and the amount of jury pay received. The employee shall submit to the City the money received for such services performed during City time. This benefit shall be expanded or diminished based upon changes in applicable federal or state law, and the impacts shall not be negotiated.

ARTICLE 11 - OTHER LEAVES

- 11.1 The Employer provides military leave in accordance with RCW 38.40.060. Leave eligibility, benefits, and requirements will be determined by applicable state law and will be administered according to the City of Black Diamond Personnel Manual. In the event any provisions of the City of Black Diamond Personnel Manual conflict with state law, then the terms of the state law shall apply.
- 11.2 The Employer may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) days, in the sole discretion of the Employer. No leave of absence without pay shall be granted except upon written request of the employee. Whenever granted, the leave shall be in writing and signed by the Employer, and a copy filed with the department head. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status, excepting that the time on leave will be deducted from his total service to determine seniority. Failure on the part of the employee on leave without pay to report promptly at the expiration of the leave shall result in automatic termination of employment. The Employer may, in exceptional circumstances and in its sole discretion extend leave beyond ninety (90) days but reinstatement cannot be guaranteed. The Employee shall be responsible for paying in advance all health insurance premiums during the absence without pay. Failure to do so is grounds for denying the leave of absence.
- 11.3 Pursuant to RCW 1.16.050(3), each employee is entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Leave will be provided in accordance with Washington law and the City of Black Diamond Personnel Manual. In the event City policy conflicts with Washington law, then the minimum requirements of Washington law shall apply.

ARTICLE 12 - SENIORITY

- 12.1 Seniority is the length of continuous employment of an employee with the Employer in the police department.

- 12.2 Seniority shall be broken only by resignation, discharge, retirement, layoff of more than eighteen (18) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff.

ARTICLE 13 - PROMOTIONS, DEMOTIONS AND TRANSFERS

- 13.1 Promotions, non-disciplinary demotions and transfers will be carried out in accordance with Civil Service Commission rules, regulations and statutes.

ARTICLE 14 - LAYOFFS AND RECALL

- 14.1 Layoffs will be conducted in reverse order of seniority. Recall from layoff shall be done in order of seniority, with the most senior employee being recalled first. Seniority shall be defined as the total length of service with the Department. As a mandatory condition of reinstatement, an employee subject to recall must be qualified to hold his/her position at the time of recall.
- 14.2 The period for recalling a laid-off employee shall be limited to eighteen (18) months beginning on the date of the layoff. The Employer reserves the right to extend the eighteen (18) month period at its discretion. It is the responsibility of a laid-off employee to provide current contact information to the Employer. If the Employer has difficulty contacting a laid-off employee, it may request assistance from the Association. Failure of an employee to report for reinstatement within ten (10) days of notification of job availability shall result in loss of seniority and, at the Employer's discretion, may result in the forfeiture of the right to reinstatement.

ARTICLE 15 - HEALTH & WELFARE - DENTAL - VISION - PRESCRIPTION DRUG - PENSION - LIFE INSURANCE

- 15.1 The City shall provide all full-time employees and their dependents the option of enrolling in one of two health plans offered by AWC. The first plan is AWC HealthFirst 250 plan with AWC Plan "A" dental insurance. The second plan is AWC Kaiser Permanente \$200 AD Plan. The vision and orthodontia plans currently offered by AWC (subject to change by AWC) are the following: (1) Vision Service Plan – Full Family, \$25 Deductible; and (2) Orthodontia – Plan V. All employees agree to add both vision and orthodontia plans at their sole expense. Employees also have the option of adding any other benefits offered by AWC through the plans at their sole expense.
- 15.2 For AWC HealthFirst 250 or AWC Kaiser Permanente \$200 AD Plan, the City will pay 100% of the employee-only portion of the monthly medical premium.

~~employees~~ Employees shall pay 10% of the cost of monthly medical premiums for ~~dependent every tier of coverage (employee only, employee + spouse, employee + child, etc.)~~.

- 15.3 The City has the right to change health and welfare plans and carriers, but agrees that it shall negotiate the impacts of the changes. If the City anticipates changing a benefit from the plan specified above, it shall give the Association no less than thirty (30) days notice so that the parties may meet and discuss other possible alternatives.
- 15.4 Each full-time employee shall be paid a sum of \$770 with the January payroll of each calendar year from which sum the employee may elect to acquire supplemental disability and life insurance coverage. However, the parties agree that this additional sum is income, not a benefit, and the Employer has no responsibility for providing supplemental disability or life insurance. During the term of this Agreement, should the annual cost of the FOP's disability and life insurance premiums exceed \$770, the next lump-sum payment to employees shall increase to match (for example, if the cost of annual premiums reaches \$780, the January payment to employees shall equal \$780). Before annual checks are issued, the Association shall timely notify the City of a premium increase to the FOP plan. The parties agree to this arrangement as a replacement to the WACOPS disability/life coverage previously paid directly by the Employer.
- 15.5 The Employer shall make pension contributions required by statute to the State of Washington, Department of Retirement Systems under the Law Enforcement and Firefighters (LEOFF) Plan.
- 15.6 HRA/VEBA. The City will establish HRA/VEBA accounts for each bargaining unit employee who has successfully completed the probationary period. To be eligible for an HRA/VEBA, an employee must be enrolled in one of the City's AWC health plans, as specified in Article 15.1.

The City shall contribute \$75 per month to each employee's HRA/VEBA.

Employees shall pay all administrative fees or other costs charged by the HRA/VEBA administrator. If the election is made by the bargaining unit, employees eligible for the cash-out of vacation (Article 7.3) and/or sick leave (Article 8.6), who separate from the City in accordance with the terms of this Agreement, shall have their eligible hours deposited into their HRA/VEBA accounts in lieu of a cash payment. Should the bargaining unit change its election for a calendar year, it shall notify the City no later than October 31 of the previous year. No contribution to HRA/VEBAs will be allowed that trigger tax liability under the "Cadillac Tax" of the Affordable Care Act; if such tax liability is expected, the parties agree to reopen this Agreement solely for purposes of bargaining alternatives.

ARTICLE 16 - DISCIPLINARY PROCEDURES

- 16.1 The Employer may discipline or discharge an employee for just cause inclusive, but not limited to, those causes set forth in the Civil Service Rules and Regulations.
- 16.2 Disciplinary action or measures may include the following:
- A. Verbal Warning
 - B. Written reprimand
 - C. Reassignment that results in an adverse economic impact
 - D. Suspension without pay
 - E. Demotion
 - F. Discharge
- 16.3 Progressive discipline is generally preferred, but not required, as it is intended to give notice of inappropriate conduct and to afford the Employee an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline. Certain types of conduct do not require progressive discipline, and may justify an initial higher level of discipline, or even immediate discharge.
- 16.4 When the Employer determines the circumstances are such that retention of the employee will likely result in the disruption of Employer services, damage to or loss of Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Employer may immediately suspend with pay, depending on the circumstances. In such cases the facts supporting the circumstances will be made available to the employee by the Employer not later than three (3) working days after the action became effective.
- 16.5 The provisions of this article shall not apply to newly hired employees serving a probationary period. Consistent with Civil Service rules, the probationary period shall be twelve (12) months from police academy graduation date, not in any case to exceed eighteen (18) months from date of hire. Probationary employees shall work under the provisions of this agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse. Employees on probationary status shall be eligible for the twelve (12) month step increase under conditions cited in Article XXIV, Section 24.2 of this agreement.
- 16.6 The employee and the employee's Association representative with the employee's written authorization shall have the right to inspect the full contents of his/her personnel file. No disciplinary document may be placed in an employee's

personnel file without the employee having been first notified of said disciplinary document and given a copy. An employee who disagrees with the validity of any disciplinary document added to the file shall have the opportunity to challenge said complaint under the grievance procedure herein, other than verbal or written reprimands, which shall not be subject to the grievance process. In the case of a written reprimand or higher form of discipline, the employee may provide a written response within thirty (30) days of being provided notice, which shall be placed in the personnel file, and only removed if the written response is also removed. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

16.7 ~~Records of disciplinary action shall be removed from all City or Department maintained personnel files and not considered for purposes of progressive discipline based upon the following retention schedule and upon request of the employee:~~

~~1. Verbal Warning - Written records of a verbal warning or counseling shall be removed and destroyed after twelve (12) month without a reoccurrence of similar conduct which gave rise to the warning or counseling.~~

~~6. Written Reprimand - Written reprimands shall be removed and destroyed after eighteen (18) months without reoccurrence of the same conduct which gave rise to the reprimand.~~

~~8. Suspension - Suspensions shall be removed and destroyed after sixty (60) months without a reoccurrence of similar conduct which gave rise to the suspension.~~

~~Records of disciplinary action shall be kept by the City as required by Washington State records retention laws and schedules, as promulgated by the Office of the Secretary of State Pursuant to RCW 40.14.070(4), personnel records for any peace officer must be retained for the duration of the officer's employment and a minimum of 10 years thereafter. Such records include all misconduct and equal employment opportunity complaints, progressive discipline imposed including written reprimands, supervisor coaching, suspensions, involuntary transfers, other disciplinary appeals and litigation records, and any other records needed to comply with the requirements set forth in RCW 43.101.095 and 43.101.135.~~

ARTICLE 17 - UNIFORMS WEAPONS AND EQUIPMENT

17.1 The Employer will provide each new hire with all department issued and required equipment, including uniforms as listed:

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1 Class A long sleeve shirt
1 Class A pants

For daily wear, new-hires shall have their choice of the following options:

Option A: One (1) jumpsuit, one (1) pair Class B pants, one (1) Class B short-sleeve shirt, and one (1) Class B long-sleeve shift.

Option B: Three (3) pairs Class B pants, three (3) Class B short-sleeve shirts, and two (2) Class B long-sleeve shirts.

1 tie
1 tie clip
1 metal name plate
1 pair shoes (maximum price of \$150)
1 baseball cap
1 dress cap
1 jacket with shoulder and badge patch, 1 x 5 name tape
1 ALS mid-ride level 3 holster
1 TASER holster
1 nylon duty belt liner, hook and loop
1 nylon belt keeper 4-pack
1 nylon double cuff case
1 nylon MK-4 pepper-spray holder with flap
1 nylon expandable baton holder
1 nylon 2.25" duty belt
1 nylon double magazine pouch
1 portable radio holder

The Employee shall be responsible for maintaining all issued equipment and uniforms. All issued equipment shall be returned to the City upon termination of employment.

17.2 Each employee shall be provided a new ballistic vest at least once every five (5) years or whenever the vest has expired.

17.3 Each calendar year, excluding the calendar year of hire, a ~~\$700~~ \$750 uniform allowance will be provided to each employee and the allowance can only be used at an approved vendor. The City will pay the vendor directly, up to the amount of unused allowance. The allowance shall be credited to the employee in January of each year. If a piece of equipment or uniform is damaged in the line of duty, it will be repaired or replaced by the City separately, without deduction from the Employee or the uniform allowance.

ARTICLES 18 - GRIEVANCE PROCEDURE

- 18.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If a grievance cannot be resolved through informal means, the grievance will be settled as hereinafter provided.
- 18.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any specific provision of this Agreement.
- 18.3 Any party who believes they have a grievance arising out of the terms of this Agreement may, except for arbitration, personally or through a representative, apply for relief under the provisions of this Article. Provided an employee cannot grieve an item unless it is approved first by the Association executive board, and proof of said approval is provided to the City at the time the grievance process is commenced.
- 18.4 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual written agreement of the parties to the grievance. For purposes of this Article, "working day" shall be defined as Monday through Friday, excluding holidays recognized by the City (and specified in the City of Black Diamond Personnel Manual).
- 18.5 To timely initiate the grievance process, a party must file a formal written grievance within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance. If a party fails to comply with this ten (10) working day period, then that party forever waives and forfeits the grievance as well as any and all rights and remedies relating to the grievance. Failure to timely pursue a grievance to the next step renders final and conclusive the last determination and response. If an employee wishes to have those matters currently addressed under Civil Service Rules and Regulations, inclusive of promotions, demotions, transfers, layoffs, recall and discipline, but not limited thereto, the employee must file a request for an investigative hearing within ten (10) working days of the occurrence. Regarding disciplinary actions, the employee may elect to have disciplinary action reviewed by the Civil Service Commission. If the employee elects to have disciplinary action reviewed by the Civil Service Commission then a request for an investigative hearing must be filed with the Commission within ten (10) working days from the date of the disciplinary action. The employee must elect to have disciplinary action reviewed either through the grievance procedure or by the Civil Service Commission. An employee is not entitled to review of disciplinary action under both procedures. If the employee elects to pursue matters before the Civil Service Commission then the Civil Service Commission procedures will be applicable and not those of the collective bargaining agreement.

18.6 Prior to initiating the formal grievance procedure, the Association and/or grievant may verbally present a grievance to the Chief or the Chief's designee. A grievant presenting a verbal grievance shall have the option of being accompanied by an Association representative. The presentation of a verbal grievance under this paragraph is intended as a voluntary, optional, and informal method of attempting to settle potential grievances at an early stage. If a verbal grievance is not satisfactorily resolved, then the grievant may initiate the formal grievance procedure. Presenting a verbal grievance under this paragraph does not suspend the ten (10) working day period for filing a formal written grievance, as dictated by paragraph 18.5 and Step 1 of the formal grievance procedure.

18.7 The formal grievance procedure shall be as follows:

Step 1:

The grievance shall be presented in written form, stating the specific provision(s) of this Agreement allegedly violated, to the Chief within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance. Thereafter, the Chief shall respond in writing to the aggrieved employee within ten (10) working days after receipt of the grievance. If the employee elects to have applicable matters reviewed by Civil Service then the employee will need to comply with the provisions set forth in Section 18.5 above.

Step 2:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) working days of the response in Step 1 above, the grievance in written form shall be presented to the Mayor or designee. The Mayor or designee shall schedule a meeting with the employee within fifteen (15) working days from the date of submission and respond within seven (7) working days of the meeting to the employee and Association. The employee has the right to be represented by his Association representative and the department head has the right to be represented by an Employer representative.

Step 3:

A. Final and Binding Arbitration and/or Mediation:

If the grievance has not been resolved at Step 2, the Association or City may refer the unsettled grievances to mediation and/or final and binding arbitration. If the parties refer the matter to mediation then the timelines for final and binding arbitration shall be extended to accommodate the mediation process.

B. Notice - Time Limitations: The Association shall notify the other

party in writing by certified mail of submission to mediation or arbitration within twenty (20) working days.

C. Arbitrator - Selection: After timely notice, the parties shall establish who the arbitrator will be in the following manner:

1. After timely notice, the parties shall select an impartial arbitrator within thirty (30) working days, if possible, after the request is made to arbitrate.

2. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, they will request a list of nine (9) arbitrators who are willing to abide by time limitations. A list of impartial arbitrators shall be furnished by the Public Employment Relations Commission (PERC). The parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until one (1) name remains. This person will serve as the sole arbitrator subject to the following provisions.

D. Decision - Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of said arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) working days or as soon as possible thereafter, unless an extension of time is agreed upon as provided for herein.

E. Limitations - Scope - Power of Arbitrator:

1. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.

2. The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there has been a violation of the terms of this Agreement.

3. The arbitrator shall also have the authority to receive evidence and question witnesses.

4. The arbitrator shall not have the authority to review or consider appeals carried out pursuant to Civil Service Commission Rules and Regulations.

F. Arbitration Award - Damages - Expenses:

1. Each party hereto shall pay the expenses of their own attorneys, representatives, witnesses, and other costs associated with the presentation of their case. ~~The party that did not substantially prevail shall pay the expenses of the arbitrator.~~

2. The arbitrator's written award shall be final and binding on all parties.

ARTICLE 19 - NON-REDUCTION OF WAGES AND WORKING CONDITIONS

- 19.1 The parties hereto agree that the wages and working conditions specified in this Collective Bargaining Agreement shall not be modified during the agreement term, except as provided herein or as authorized by law. The Employer may provide additional benefits to the Employees, from time to time, as may be adopted by City ordinance or resolution.

ARTICLE 20 - STRIKES AND LOCKOUTS

- 20.1 The employer and the Association recognize that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, neither the Association nor the Employer shall cause, engage in, or sanction any work stoppage, slowdown, or other interference with City functions. Employees who engage in any of the foregoing actions may be subject to disciplinary action including immediate discharge. No individual shall receive any portion of his/her salary or benefits as provided by the employer, and in accordance with applicable law, while engaging in activities in violation of this Article.

ARTICLE 21 - ASSOCIATION REPRESENTATION

- 21.1 An authorized representative of the Association shall have the right, in unpaid status and after obtaining appropriate signed releases from the affected employees, to investigate grievances or conditions at reasonable hours upon first securing permission from the Employer to do so and without interfering with the progress of work. The Association shall advise the Employer, in writing, of the names of their authorized representatives and stewards.

ARTICLE 22 - BULLETIN BOARD

- 22.1 The Employer shall provide space for a bulletin board of no more than 8 square feet in size, for the Association's use in an area conveniently accessible to bargaining unit employees, solely to be used for the purpose of notifying employees of matters pertaining to Association business. All notices shall be signed by a representative of the Association who is authorized by the

Association to approve Association notices. The Board shall be properly maintained, in a neat and safe manner, by the Association.

ARTICLE 23 - NON-DISCRIMINATION

- 23.1 The Employer agrees that they will not discriminate against any employee because of lawful Association activity.
- 23.2 Neither the Association nor the Employer, in carrying out their obligation under this agreement, shall not unlawfully discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, color, creed, national origin, gender, age, marital status, disability or religion.
- 23.3 All references to employees in this Agreement designate ~~all genders both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.~~ **all genders both sexes,**

ARTICLE 24 – WAGES

- 24.1 The Employees shall be paid the base wage set forth in Appendix A.
- 24.2 Wage rates for the term of this Agreement are listed in Appendix A. Wage rates are subject to adjustments for education incentive pay (as described in this Article), specialty pay (as described in this Article), longevity pay (as described in this Article), progression through steps (as described in Appendix A of this Agreement), and promotions.
- 24.3 All bargaining unit employees shall receive an education incentive added to the base pay equal to 2% for an Associate Degree or 4% for a Bachelor Degree and 6% for a Master degree.
- 24.4 Employees assigned by the Chief to act as a Field Training Officer or full time Detective shall be paid an additional premium of three percent (3%) of the base rate of pay each month. There shall be no pyramiding of premium pays, and the FTO premium pay shall only apply during actual training time.
- 24.5 The K-9 Officer shall receive one-half hour release time from each shift and one-half hour of pay or compensatory time off on each day off for compensation for the at home care and feeding of the dog. During the term of this Agreement, should the City staff a K-9, the parties agree to reopen this Agreement solely for purposes of bargaining a K-9 handler premium and/or compensation for the at-home care/training of the K-9.
- 24.6 The employee assigned as Commercial Vehicle Officer (CVO) shall receive a premium of three percent (3%) of the base rate of pay each month. There shall be no pyramiding of premium pays. Assignments to CVO shall normally be

three (3) years, however, the Chief has the discretion to extend the assignment by one (1) additional year. The employee assigned to the position must maintain an acceptable level of performance. The Chief has the discretion to fill or vacate this position based upon the needs of the City.

- 24.7 LONGEVITY – Longevity pay shall be added to an employee's base pay according to the following schedule:

Upon completion of 5 years of service with the City: 2%

Upon completion of 10 years of service with the City: ~~0.53~~%

Upon completion of 15 years of service with the City: ~~1.04~~%

Upon completion of 20 years of service with the City: ~~2.05~~%

Longevity is paid monthly as a premium added to base wages and is not cumulative. Longevity is not considered a premium for purpose of stacking with other incentive pay.

- 24.8 DEFERRED COMPENSATION – The Employer participates in the Washington State Deferred Compensation Program. Employees may voluntarily participate to save for retirement. The Employer shall match an employee's contribution on a monthly basis up to \$150.00 per month. Participation in the Washington State Deferred Compensation Program shall be subject to Program rules and IRS regulations.

- 24.9 An employee assigned as Corporal will receive a premium of five percent (5%) of the base rate of pay each month. There shall be no pyramiding of premium pays. Assignments shall normally be three (3) years, however, the Chief has the discretion to extend the assignment by one (1) additional year. The employee assigned to the position must maintain an acceptable level of performance. The Chief has the discretion to fill or vacate this position based upon the needs of the City.

ARTICLE 25 - SEPARABILITY

- 25.1 In the event that any provision of this agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction, or through a final decree of a government, state or local body, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provision of this agreement shall be modified through negotiations to comply with the existing regulations or laws.

ARTICLE 26 - MILEAGE ALLOWANCE

- 26.1 All employees required by the cognizant department head to use their private cars for official departmental business, shall be compensated at the rate provided by ordinance or resolution, or as the same may be amended or substituted.

ARTICLE 27 – TAKE HOME CARS

- 27.1 Employees shall be provided their assigned regular patrol vehicle as a take home vehicle, subject to the rules and regulations, including amendments there to, that are adopted by the Chief of Police. Each employee will be required to sign, prior to receiving a take home vehicle, an agreement with the City that they will comply with the adopted rules and regulations and failure to do so may result in losing the take home car privilege. If the take home car privilege is taken away from an officer, only whether or not a violation of the adopted rules and regulations has occurred will be subject to the grievance process.

ARTICLE 28 - CONFLICT OF CONTRACT AND ORDINANCE

- 28.1 The rules and regulation of the Black Diamond Civil Service Commission shall govern unless specifically superseded by the terms and conditions of the Agreement.

ARTICLE 29 - MANAGEMENT RIGHTS

- 29.1 Except as expressly modified or restricted by a specific provision of this Agreement or applicable Civil Service Regulations, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in management. This shall include, but is not limited to the right in its sole and exclusive judgment and discretion to; 1) take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the department or the City; 2) to discipline employees for cause; 3) to determine the number of employees to be employed and the appropriate staffing levels; 4) to conduct job analysis and performance; 5) to determine the duties, task, responsibilities and essential functions of each job; 6) to hire employees; 7) to determine employee qualifications and to assign and direct their work; 8) to evaluate employee's performance; 9) to promote, demote, transfer, lay off, recall to work, and retire employees; 10) to set productivity standards; 11) to set reasonable fitness standards; 12) to maintain the efficiency of operations; 13) to set working schedules, add or delete shifts, and determine the shift to be worked; 14) to determine the personnel, methods, means and facilities by which operations are conducted; 15) to contract for goods and or services; 16) to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation or service; 17) to control and regulate the use of facilities, equipment, and other property of the department; 18) to introduce new or improved

equipment, materials, or methods; and 19) to issue, amend, revise and delete policies, rules, regulations, general orders, administrative directives and practices.

- 29.2 The Employer's failure to exercise any right reserved to it in section 29.1, or its exercise of the right in a particular way, shall not be considered a waiver of the right, or a limitation of its exercise of the right in some other way not in conflict with the express provisions of this Agreement. There shall be no prevailing right of the Association or the Employee to any particular way a management right has been exercised in the past, or a benefit has been administered, except as expressly set forth in this Agreement.

ARTICLE 30 – BILL OF RIGHTS

- 30.1 Subject to the provisions of this Agreement and except as otherwise provided, employees have the right to use the grievance procedure contained herein to protect their rights as set forth in this Agreement.
- 30.2 All employees within the bargaining unit shall be covered by the following rules and regulations. The powers and duties of law enforcement officers involve them in many contacts with members of the public and questions are bound to arise as to the nature of such contacts, which questions require immediate investigation by superior officers who have been authorized to make such investigations by the Chief of Police.

Investigations into citizen complaints or other policy violations shall be conducted under the following general guidelines:

30.2.1 When a permanent, non-probationary employee is the subject of a formal internal investigation by the Black Diamond Police Department, prior to any interview of the employee, the employee shall be advised of the general nature of the inquiry of and whether he or she is suspected of (1) committing a criminal offense; (2) misconduct that would be grounds for termination, demotion, suspension, or other disciplinary actions; (3) that the employee may not be qualified for continued employment with the Department. If a formal investigatory interview is based on a citizen or employee written complaint, during the interview the employee shall be provided a copy of the written complaint before being questioned, although the City retains the discretion to redact the name of the complainant. All interviews shall be conducted in a manner consistent with due process rights granted by law, including *Weingarten*. The officer shall not thereafter contact the citizen or witnesses without prior written permission of the Chief of Police.

30.2.2 If the Chief of Police determines that the officer should be questioned about the allegation, such questioning shall be done as soon as

practicable. Unless an emergency is thought by the Chief of Police to exist, such questioning shall be while the member is on duty and during the daytime, if possible.

30.2.3 Questioning of the officer shall be with full regard to ~~his~~-~~their~~ constitutional rights. If the allegations amount to a charge that the officer is guilty of a crime, ~~he-the officer~~ shall be fully advised of ~~his-their~~ rights and obligations under the Garrity decision. The employee shall have the right to retain an attorney of ~~his-their~~ own choosing, (at no expense to the City of Black Diamond). Such attorney (and/or a representative of the Association) shall have the right to be present during any questioning.

30.2.4 An employee who is the subject of a formal investigation shall have a right to make copies of any statement ~~he-or-she-has~~~~they have~~ signed pertaining to the investigation, and shall be entitled to a copy of any recording of an interview of the employee. During an investigatory interview, should the employee be questioned about any electronic recording (e.g., video footage, audio footage, etc.), the employee and Association representative will first be entitled to review the footage before the employee is subject to questioning about the footage.

30.2.5 It is understood that under state law, no officer may be required to take any lie detector test as a condition of continued employment, though ~~he-they~~ may request a polygraph test. If one is requested by the employee, and the Employer consents to the polygraph of the employee, it shall be taken by an independent agency chosen by the Chief of Police, after consultation with the Association, at the Employee's expense.

30.2.6 Should the Employer reach a preliminary conclusion that "just cause" exists to discipline an employee with a reassignment, demotion, unpaid suspension, or termination, the employee and the Association shall be provided with the following: (1) A copy of all investigation materials relied upon by the Employer to support the allegation(s) or charge(s); (2) Citation to the directives, policies, procedures, work rules, regulations, or other orders that the Employer alleges were violated; (3) the level of discipline being considered; and (4) copies of any prior discipline records from the employee's file that the Employer intends to rely upon as part of progressive discipline. These materials will be provided to the employee and the Association prior to any *Loudermill* pre-disciplinary meeting.

30.2.7 All formal internal investigations conducted by the Black Diamond Police Department shall normally be completed within 180 calendar days, unless circumstances require otherwise. If the Employer determines that additional time is necessary to complete the investigation, it will provide written notice to both the

employee and the Association, notifying them of the delay and the expected date the investigation will be completed.

ARTICLE 31- LIABILITY INSURANCE

- 31.1 The Employer agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of employment provided, however, such coverage will not protect the employee from their intentional and/or malicious tortious acts or assaults. Subject to the provisions of this Article, the coverage will include reasonable attorney's fees incurred by attorneys chosen by the City and reasonable costs connected with lawsuits.
- 31.2 The Drug and Alcohol Policy and procedures mutually agreed on by the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement. Said policies and procedures are a part of this Agreement.

ARTICLE 32 - TERMINATION AND RENEWAL

- 32.1 This agreement shall be in full force and effect from January 1, ~~2020-2023~~ until December 31, ~~2022~~2025.

**CITY OF BLACK DIAMOND,
WASHINGTON**

**BLACK DIAMOND POLICE
OFFICERS' ASSOCIATION**

By: _____
Mayor Carol Benson

By: _____
~~Michael Henrich~~Bill Riepl, President

Date: _____

Date: _____

APPENDIX A

2023 Pay Scale	Step 1	Step 21	Step 32	Step 43	Step 54
Police Officer		<u>6,849</u>	<u>7,589</u>	<u>8,327</u>	<u>9,027</u>
Police Sergeant		<u>10,061</u>	<u>N/A</u> <u>10,625</u>	N/A	N/A

Effective January 1, ~~2020~~2023, employees shall receive a 10% ~~2.5%~~ increase to base wages.

Effective January 1, ~~2021~~2024, employees shall receive a base wage increase equal to the June ~~2019~~2022-to-June ~~2020~~-2023 CPI-U for Seattle-Tacoma-Bellevue, with a guaranteed minimum of ~~2.0%~~ 3% and a maximum of ~~3.5%~~ 5%.

Effective January 1, ~~2022~~2025, employees shall receive a base wage increase equal to the June ~~2020~~2023-to-June ~~2021~~-2024 CPI-U for Seattle-Tacoma-Bellevue, with a guaranteed minimum of ~~2.0%~~ 3% and a maximum of ~~3.5%~~ 5%.

An officer's wage shall be increased to the next step on ~~his/her~~their step-increase eligibility date and upon a satisfactory performance evaluation. For employees hired on or before May 6, 2010, the step-increase eligibility date is the first day of the month of hire. For employees hired after May 6, 2010, including all future employees, the step-increase eligibility date is the first day of the month of hire if hired from the 1st through the 15th of the month, or the first day of the month following the month of hire if hired from the 16th through the 31st of the month.

Employees will submit timesheets to the Employer's payroll department one week before the end of each month to allow sufficient time for payroll processing. A lag report for overtime earned, or leave taken, during the last week of each month will be submitted by employees with the following month's timesheets.

MEMORANDUM OF UNDERSTANDING
CITY OF BLACK DIAMOND
AND
BLACK DIAMOND POLICE OFFICERS' ASSOCIATION (F.O.P.)

1. Dates and Parties. This Memorandum of Understanding (MOU) is effective January 1, ~~2020-2023~~ through December 31, ~~2022~~2025, by and between the City of Black Diamond (the "City") and the Black Diamond Police Officers' Association (the "Association").

~~1. Background and Purpose.~~

~~c. The parties have executed a collective bargaining agreement ("CBA") for the period of January 1, 2020 through December 31, 2022.~~

~~e. During bargaining over the CBA, the parties could not reach an agreement concerning a notice period for shift adjustments. The parties agreed to this MOU as a compromise to evaluate the need for and costs associated with providing such notice.~~

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2. Terms of this MOU – Shift Adjustments

- a. The City will provide 48 hours' notice of adjustments to an officer's regularly-scheduled shift. Overtime will be paid for adjustments made with less than 48 hours' notice, paid for those hours falling outside of an officer's regularly-scheduled shift. A deviation of two (2) hours or less from a regularly-scheduled shift does not qualify as a shift adjustment and does not qualify for overtime payment.
- b. The payment of overtime for shift adjustments is intended to avoid causing inconvenience to officers' personal lives during time off and is not intended to incur overtime liability on a regular basis. The payment of overtime provided by this MOU shall apply only when the Department is fully staffed and not during staffing emergencies or public emergencies (as determined by the Chief or Commander). For example, having an officer on extended L&I leave for one (1) week or more in duration counts as a staffing emergency. Shift adjustments made by mutual agreement between the Department and the affected officer(s) shall not qualify for overtime payments.
- c. All paid time off (vacation, holiday, compensatory time off) requests must be submitted with 72 hours' notice or they are subject to denial.

3. This MOU will remain in effect for the duration of the parties' ~~2020-2022~~2023-2025 CBA and then expire. While the MOU remains in effect, the parties will evaluate its pros/cons. This MOU will not become part of the status quo or evidence at interest arbitration. The terms of this MOU will be subject for negotiation during bargaining over a successor CBA. All other terms and conditions of the ~~2020-2022~~2023-2025 CBA shall remain unchanged and in full force and effect.

CITY OF BLACK DIAMOND

BLACK DIAMOND POLICE OFFICERS'
ASSOCIATION

Date: _____

Date: _____

Carol Benson, Mayor
President

~~Michael Henrich~~Bill Riepl, Association

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: September 1, 2022 AB22-070	
Resolution approving the Tough Mudder Seattle 2022 Special Event Permit SEP22-0012	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	
	Police – Chief Kiblinger	
Cost Impact: None	Public Works – Scott Hanis	
Fund Source: Prepaid by Tough Mudder 2022	Court – Stephanie Metcalf	
Timeline: September 24-25, 2022		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution, Application, Operations Plan, Fire & Police conditions of approval		
SUMMARY STATEMENT: The Tough Mudder Event is an 8-10-mile foot race obstacle course that takes place at 31407 3rd Avenue, private property owned by Palmer Coking Coal. This is an annual 2-day event scheduled for September 24th and 25th from 7 am to 6 pm. This will be Tough Mudder’s tenth year in Black Diamond. Black Diamond Municipal Code (BDMC 2.59.040) requires City Council approval for events lasting more than one day. This Special Event permit, SEP22-0012, was reviewed by all relevant departments who submitted comments and conditions for organizers to comply with. Additionally, the applicant has met all criteria for issuance of a Special Events Permit, including prepayment of a deposit to cover cost of public services needed for this event. If approved with conditions, the reviewers find no basis to deny this permit. Therefore, the Community Development Director is recommending approval of the Special Events Permit, SEP22-0012, with conditions along with any additional items the Council deems appropriate. FISCAL NOTE (Finance Department): All City supplied services for this event will be reimbursed to the city based on the current rates for services provided. Additionally, if Tough Mudder sells any merchandise during the event and charges sales tax, they remit this sales tax to the State of which the city gets a share.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 22-1500 authorizing the Mayor to execute the approval of SEP-22-0012 for Tough Mudder Seattle 2022.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 1, 2022		

RESOLUTION NO. 22-1500

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE CITY COUNCIL TO APPROVE THE
TOUGH MUDDER SPECIAL EVENT SEP22-0012**

WHEREAS, Tough Mudder Seattle 2022 has proposed a two-day athletic event to occur on private property within the city limits September 24-25, 2022; and

WHEREAS, the Tough Mudder Seattle 2022 event will be held on private property between the hours of 7am to 6pm on Saturday, September 24th and 7am to 5pm on Sunday, September 25th.

WHEREAS, Black Diamond Municipal Code 2.59.040(B) requires the City Council to approve any special event that exceeds one day in duration; and

WHEREAS, City staff has reviewed the proposed activity and recommends it be approved as conditioned;

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

Section 1. The Mayor is hereby authorized to execute the approval of Special Event Permit SEP22-0012 for the Tough Mudder two-day event to be held on September 24th and 25th, 2022.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF SEPTEMBER 2022.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



SPECIAL EVENT APPLICATION

PERMIT# _____

EVENT INFORMATION

EVENT NAME: Tough Mudder Seattle 2022

EVENT LOCATION: Palmer Coking Coal Company

(If structures will be erected and/or street ROW used, please attach (3) drawings noting locations and dimensions.)

EVENT TYPE: ☐ Exhibition ☐ Protest ☐ Run/Walk ☐ Dance ☐ Festival ☐ Concert ☐ Party
(Check all that apply) ☐ Wedding ☐ Drama ☐ Parade ☐ Other ☒ Obstacle Course Race/Mud Run

DATE OF EVENT: September 24 & 25, 2022 HOURS: 5am to 7pm

PURPOSE OF EVENT: Obstacle Course Race/Mud Run Event

EST. ATTENDANCE: Participants 6,149 Spectators 679 Volunteers/Personnel 250
CITY BUS. LICENSE #: _____ (participating commercial vendors will also require a City license)

PARKING PLANS: Please see attached parking plan
(Please provide a drawing unless you are using an existing parking lot with sufficient stalls.)

FACILITIES TO BE USED: ☐ City Park ☐ Lake Sawyer ☐ Sidewalk ☐ Street ☒ Private Property
(If using private property, you must provide proof that you have permission unless you are the owner.)

CITY ASSISTANCE REQUIRED: ☒ Police ☐ Fire ☒ Public Works ☐ Other _____

Describe: Police are used to assist with traffic management ; Public works for providing a water hydrant meter
(Police and Fire services require a written agreement that must be submitted with the event application.)

INSURANCE COMPANY: Locton Companies
(Proof of Ins. required naming City of Black Diamond as co-insured if event is taking place on City property.)

FOOD TO BE SERVED: ☒ YES ☐ NO If yes, provide copy of Health Dept approval/license.

SOUND SYSTEM: ☒ YES ☐ NO
(If liquor and music are provided a Cabaret license may be required.)

SANITATION PLANS (Sani-cans, hand washing stations, etc): Waste Management staff maintains the venue

PRODUCTS OR SERVICES TO BE SOLD: ☒ YES ☐ NO If yes, what? Merchandise, Food, and Drink

ADMISSION FEE: ☒ YES ☐ NO If yes, how much? Different ticket levels 15k \$169, 10k \$119, 5k \$89, Spectator \$25

HAS THE EVENT BEEN PREVIOUSLY PRODUCED? ☒ YES ☐ NO PREVIOUS DATE: September 25 & 26, 2021

ANY CHANGES FROM PREVIOUS EVENT? ☐ YES ☒ NO If yes, list changes:
No addition of the overnight event like in 2021, Will run daytime hours only

APPLICANT INFORMATION

APPLICANT: AJ Monette ORGANIZATION: OCR US Holdings LLC (Tough Mudder)

MAILING ADDRESS: 234 Congress Street 4th Floor, Boston, MA 02210

CONTACT PHONE: 757-339-2849 FAX _____

EMAIL ADDRESS: aj.monette@toughmudder.com

EMERGENCY CONTACT Aron Hagberg PHONE 646-429-2079

AJ Monette 6/29/2022
SIGNATURE OF APPLICANT DATE

Additional information or requirements may be requested. Please allow 3 – 4 weeks for processing.



Tough Mudder Seattle 2022

Event Operations Plan

Palmer Coking Coal Co.
31407 WA-169, Black Diamond, WA 98010

Saturday September 24th & Sunday September 25th, 2022

Recipients shall hold and treat the Confidential Information in strict confidence and shall not, without the prior written consent of the Tough Mudder Inc, disclose or permit disclosure of Confidential Information by their Representatives. Recipients agree not to use or derive benefit from the Confidential Information in any manner whatsoever, in whole or in part, other than in connection with the Transaction. Moreover, Recipients agree to disclose Confidential Information only to those Representatives who have a need to know the Confidential Information in order to assist in evaluating a possible Transaction, and who are informed of the strictly confidential nature of the Confidential Information. Recipients shall be responsible for any breach of this Agreement by their Representatives.

TOUGH MUDDER Seattle 2022 Event Operations Plan

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TOUGH MUDDER Seattle 2022 Event Operations Plan

Introduction

Tough Mudder is a 8-10 mile course featuring 20+ military style obstacles designed to test participants' all around strength, stamina, and mental grit. Tough Mudder is not a timed race - we stress the importance of camaraderie and teamwork, encouraging everyone to help each other complete all obstacles and finish the course.

Our events have been taking place since 2010 in the United States. In 2019, Tough Mudder held over 60 events throughout the United States, Canada, the United Kingdom, Australia, Mexico and Asia. The number of events and locations will continue to grow in 2023. To date, Tough Mudder is proud to have helped raise over \$12 million dollars for charities around the world.

Contact List

Role	Name	Organization	Phone
Director of Event Operations	Brendan Quinn	Tough Mudder	585-355-6241
Producer	A.J. Monette	Tough Mudder	757-339-2849
Operations Manager	Aron Hagberg	Tough Mudder	646-429-2079
Festival Manager	Anthony Coscino	Tough Mudder	307-277-8391
Logistics Manager	Mike Barron	Tough Mudder	586-484-0100
Venue	Nolan Kombol	Palmer Coking Coal	
Medical Operations Manager	Rob Militello	Emergency Medical Services	
Police	Jamey Kiblinger	Black Diamond PD	253-261-0602
Fire		King County Fire	
CVB			

Event Attendance and Timeline

Below is a brief overview of the event timeline and attendance:

	Saturday	Sunday	
Date	September 24, 2022	September 25, 2022	
First Start Wave	7:45 AM	8:00 AM	
Last Start Wave	2:45 PM	11:45 AM	
Event Operating Hours	7:00 AM - 6:00 PM	7:00 AM - 5:00 PM	
Participants	4,300	1,850	
Total On-Site (Inc Spectators)	4,793	2,034	

TOUGH MUDDER Seattle 2022 Event Operations Plan

Venue Summary

Name	Palmer Coking Coal Company
Address	31407 WA-169, Black Diamond, WA 98010
Size	Approx. 300 Acres for Course Approx. .5 Acres for Festival Area
Primary Contact	Nolan Kombol
Phone Number	
Relevant Event Permits	Special Event Permit, Temporary Business License, Police Agreement

Phases of Operation

The planning process for the Tough Mudder Event Operations team begins approximately five months prior to the event weekend. The following table outlines the phases in which the team plans and executes the event.

Phase	Description	Date
Site Visit and Course Design	Initial visit by Event Operations Team to meet stakeholders and plan all aspects of the event, including parking, traffic, Festival Area, course, and construction.	June 20-23, 2022
Load In	Period in which the venue will receive deliveries, set up temporary infrastructure, mark the course route, load in vendors/sponsors, construct Festival Area and course obstacles.	September 14, 2022
Event Operations	Event weekend when all participants, spectators, and workforce are on-site.	September 24 7am-6pm September 25 7am-5pm
Load Out	Monday and Tuesday following the event, the Event Operations Team will break down temporary infrastructure and oversee removal of rental equipment and trash.	September 26 - September 28, 2022
Site Restoration	Period in which obstacles are removed and site restoration work is carried out.	Timeline TBD with venue and Construction Manager

Event Stakeholders

Participants	All patrons running the Tough Mudder course. All participants must be 18 or older, or 13 - 17 with a chaperone to take part in the event.
Spectators	All patrons viewing the Tough Mudder course. Spectator routes are marked with wayfinding signs to watch obstacles and take photographs of those participating in the event.
Workforce	All volunteers, independent contractors, temporary labor, and Tough Mudder staff on-site during the event week and weekend to support the operation of the event.

TOUGH MUDDER Seattle 2022 Event Operations Plan

Venue	Venue Contact will act as Tough Mudder's main point of contact for all venue related questions.
Vendors	Contractors and suppliers that provide services/equipment for the event.
Partner Activations	Official Tough Mudder Partners on both the local and national level will be present in the Festival Area.
Police	Tough Mudder has informed the local police of the Parking and Traffic Management Plan and will refine it to ensure compliance by all parties.
Emergency Service Providers	Tough Mudder's Safety Operations Director, Brendan Quinn will contact local EMS and Fire regarding the weekend's medical operation to ensure they are kept in the loop on our operation.
Community Groups	Tough Mudder has worked with the CVB/COC to help with volunteer recruitment and local marketing opportunities.

Radio Communication

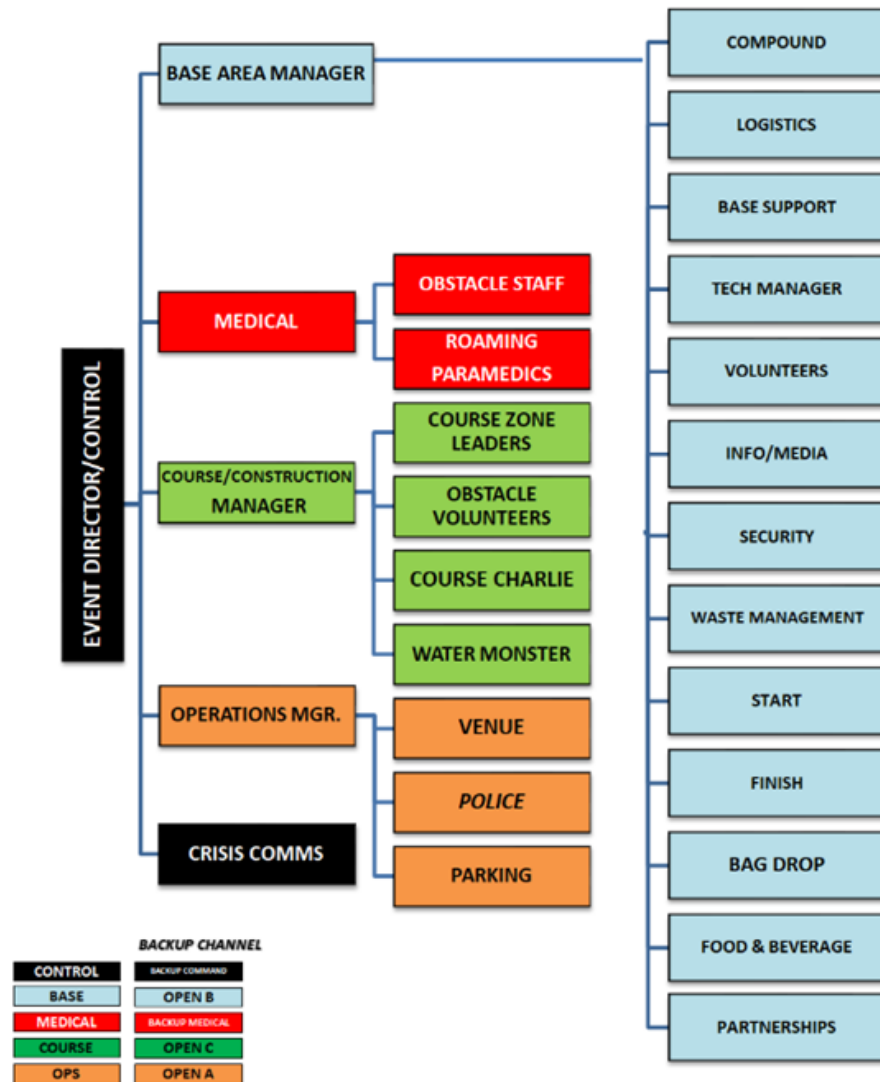
Well established and tested radio communication structures are being implemented to ensure that Tough Mudder Seattle 2022 runs smoothly, and that any issues and/or incidents which do arise can be dealt with efficiently and effectively.

- Tough Mudder Seattle 2022 will be delivered by an integrated event team, led by the Event Director. Key event operations roles have been identified and will be filled by experienced individuals. Position Descriptions for these roles clearly outline responsibilities and reporting channels. A similar staffing model has been used successfully at many previous Tough Mudder events.
- Tough Mudder follows the Incident Command System (ICS): a systematic tool used for the command, control, and coordination of emergency responses.
- All staff in a management or supervisory role will be issued a radio. A number of radio channels will be used, with radio users logically assigned to one of these channels according to their role. The 'lead'/manager on each channel will carry a second radio, and will be linked with other 'leads' on the 'Control' radio channel. All channels will be monitored by a person filling the role of 'Control', who will have the capacity to pass information to relevant individuals on any radio channel.
- An Event Command Center (ECC) will be established and will operate for the duration of the event. The ECC will be managed by 'Control', a role responsible for monitoring radio channels and disseminating information to relevant parties. Control will have the capability to contact key members of the event team, including the Event Director, the event's medical providers and other emergency services providers at any time.
- A comprehensive contact list containing contact details for all relevant stakeholders and emergency service providers has been compiled and distributed to the event team, and will be available in the ECC for the duration of the event.
- An organizational chart has been produced for the event, clearly identifying the chain-of-command amongst core members of the Event Team; this organizational chart also serves to illustrate Tough Mudder's communication structure, identifying the various radio channels that will be used during the event, and the roles/individuals using each channel. Protocols on the use of radios have been developed and all staff have been trained on them.

TOUGH MUDDER Seattle 2022 Event Operations Plan

Communication Chart

Up to 150 radios will be used during the event, and will be stored and charged and distributed in the Logistics Field Warehouse. Chargers, spare batteries, ear pieces, antennas and hand mics have been scoped. A Radio Repeater will be installed on site to enable long-distance radio communications.



TOUGH MUDDER Seattle 2022 Event Operations Plan

Safety

The health and safety of all participants, spectators, staff and others on-site throughout Tough Mudder Seattle 2022 is a priority of the Event Team.

Responsibility for managing incidents across the event site rests with the Tough Mudder Event Team, led by the Event Director.

Occupational Health and Safety

Tough Mudder uses the following protocol to make sure the event site is as safe as possible and to minimize the risk of harm to any individual:

- Guidelines have been developed and will be implemented at the event, including:
 - Loading and Unloading Vehicles
 - Setting Up and Packing Down Infrastructure
 - Use of Utility Terrain Vehicles (UTVs)
- In the event of an incident, one or more experienced team members have been designated as 'safety officer' to assist in the management of the incident.
- A series of checks are carried out to ensure the site is safe before gates are opened to participants and spectators.

Power and Fuel

Approximate power usage: 12 x 2000W generators, 2 x 3000W generators and 30 x 6000W light towers. Said generators will be gas or diesel powered. All fuel cells will be stored on/in leak proof containment pans or storage.

Medical Arrangements

Tough Mudder events attract large numbers of people and are physically challenging by their nature. Tough Mudder maintains an International Safety Committee, which is responsible for assessing risks and establishing mitigation measures at all obstacles on the course. On-site medical care at Tough Mudder events is conducted by Event Medic Services (EMS), who are responsible for recruitment and dispatch of EMTs, paramedics, lifeguards, and other medical professionals involved in the event.

While participants and spectators are on site, a consistent medical presence is maintained. Every Tough Mudder event will include a fully staffed and fully stocked medical tent, which will provide basic lifesaving care. Medical personnel ranging from first responders to paramedics are stationed at various locations around the course. Every event will have five medical rover teams with two EMTs each. These rovers will circulate the course in pre-identified zones to provide emergency care, transport

TOUGH MUDDER Seattle 2022 Event Operations Plan

injured participants, and otherwise monitor the safety of the course. Every rover is equipped with a backboard, stokes basket, and automated external defibrillator.

Tough Mudder will contract with local ambulance providers at each venue to ensure ALS-level coverage for significant injuries or medical emergencies. The ambulance contracts are typically executed about 30 days before the event date. Information about each event's ambulance provider, the event Incident Action Plan, and further details can be provided on request 30 days from the event.

Additional information on Medical Arrangements can be found in the attached OCR Emergency Medical Action Plan.

Incident Management

The following measures have been put in place to ensure that any incident that does occur is quickly identified and responded to in an efficient and effective manner:

- Emergency Action Plans (EAPs) have been developed for a number of specific scenarios, and event team staff have been briefed on how to respond if such incidents occur.
- Key Event Operations Roles have been identified for the event, responsibilities for each role have been clearly defined, and each role will be filled by an experienced Tough Mudder staff member.
- Details of all major incidents will be logged in the ECC by 'Control' or a logger on a real-time basis, ensuring an up-to-date record of what has occurred, actions taken in response, and relevant timings.
- A number of medical staff as well as 2-3 ambulances will be on site throughout the event.
- The local Police and Fire Departments have been informed about the event and appropriate contacts have been identified should additional assistance be required on site.
- Emergency vehicle access points and a helicopter landing area have been identified for the site and included in plans, should these be required.
- Incident Report Forms are available on site and all staff will be instructed to complete these for any incidents they witness/report.
- A Tough Mudder Operations Executive will be on-duty at all times during the event (potentially off-site), and will be available to assist in arranging additional support for and providing guidance to the Event Director if required.

Further details about incident management arrangements will be available in the following documents upon request:

- Emergency Action Plans
 - Death or Serious Injury;
 - Obstacle Failure or Collapse;
 - Major Traffic Incident;

TOUGH MUDDER Seattle 2022 Event Operations Plan

- Severe Weather;
- Evacuation;
- Emergency Vehicle Access and Helicopter Landing Area Plan

Parking and Traffic

The means by which participants, spectators and staff travel to and from the venue is a key element of planning for all Tough Mudder events.

A comprehensive Parking and Traffic Plan* has been developed for Seattle 2022 Tough Mudder Weekend addressing on-site parking, the flow of vehicles into and out of the venue, required signage and traffic management, contingency plans, and staffing requirements.

The following tables outline key information regarding Tough Mudder Seattle 2021's Parking and Traffic plans:

	Saturday	Sunday
Participant Start Waves	8:00 AM - 2:45 PM 150 every 15 minutes	9:00 AM - 12:00 PM 150 every 15 minutes
Total Cars Expected	2,503 Cars • 2,282 Participant • 200 Staff/Volunteer • 20 VIP	1,118 Cars • 968 Participant • 200 Staff/Volunteers • 20 VIP
Spaces Available	3,600 On-Site	3,600 On-Site
Ingress Hours	7:00 AM - 2:00 PM 417 cars/hour	8:00 AM - 11:00 AM 396 cars/hour
Egress Hours	10:00 AM - 6:00 PM 313 cars/hour	11:00 AM - 3:00 PM 297 cars/hour
Parking/Traffic Staff	8 staff 4 officers	5 staff 3 officers

*Full Parking and Traffic Plan is available upon request.

Course

The following table provides a summary of the course for Tough Mudder Seattle 2022:

Length	9 Miles/6 Miles/3 Miles
Obstacles/Features	30/20/13
Water Stations	6
Terrain	Rolling hills, open fields, and scenic trail running.

TOUGH MUDDER Seattle 2022 Event Operations Plan

Estimated Completion Time	First finisher expected to take 1 hour 45 min Average finisher expected to take 3.5 hours Slowest finisher expected to take up to 6 hours
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For a full course map, including obstacles, see Appendix B.

Festival Area and Services

The area in which participants start and finish the course is referred to as “Festival Area”. This area is also where a range of services will be available to all patrons throughout the event weekend. The following table provides a summary of the key services being provided:

Check-In	All participants and spectators will enter the Festival Area area through the check-in tent. All patrons must have a paid ticket accompanied by a signed waiver upon entry and will be given a wristband once processed.
Ticket Sales/Information	A Tough Mudder HQ employee and volunteers will staff the “Mudder Services” tent which handles day-of admissions, customer service questions, and lost and found.
Bag Drop	Participants will be able to check their belongings.
Food & Beverage	There will be a variety of food and non-alcoholic beverages for sale to all event attendees. There will also be beer for sale in the beer garden for those 21+.
Merchandise	We will have a tent setup with Tough Mudder apparel for sale.
Giveaways	Upon crossing the finish line, participants will receive giveaways such as product samples, t-shirt, and headband.
Partner Activations	Within the Festival Area, there will be a number of features sponsored by our local and national partners.
Rinse Stations	A rinse area will be available in the Festival Area.
Entertainment	Music will be played throughout the Festival Area via speakers for the duration of the event. There will also be an emcee at the Start Line and Finish Line.

For a full Festival Area map, see Appendix C.

Food and Alcohol Services

Tough Mudder Seattle 2021 will have food, non-alcoholic beverages, and beer for sale to all patrons on-site during the event weekend. In addition to purchased items, there will be a number of samples and potable water available for participants on course.

Food Concessionaire	TBC (various food trucks)
Alcohol Concessionaire/Non-Profit Group	TBD/ Black Diamond PTA
Alcohol Service Hours	Saturday: 9:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM
Product Sampling (Course and Finish Line)	Bob's Bar , Gatorade Electrolytes, Bananas
Potable Water Locations	6 - Course 3 - Festival Area

TOUGH MUDDER Seattle 2022 Event Operations Plan

Identification Checks: All participants and spectators wishing to enter the event area will be required to show ID at the registration tents prior to entering the Festival Area. They'll be given an identifiable wristband indicating they are over 21, and this wristband will be checked at any point of sale. Roughly 87% of participants are 21+ years of age.

Additional Checkpoints: In the event that a participant wearing a wristband may appear to be under the age of 21, an escort will be provided to allow the participant to retrieve his/her ID from the Bag Drop tent, and then return if age has been appropriately validated. All bartenders serving beer have the right to question and re-check identification for those who may look to be under age.

Security and Credentials

Tough Mudder has contracted with TBD to provide event security for Tough Mudder Seattle 2022. Security staff will be on-site overnight throughout the week leading up to the event and during the event weekend.*

Overnight Security is responsible for protecting assets from theft and managing access into the Festival Area and back of house areas.

During the event, Security will be positioned at the Entrance/Exit point to ensure all patrons have a proper credential and at the Bag Drop tent to ensure there are no problems with theft. There will also be a supervisor on-site to help with any escalated issues.

We will work with the local Police Department to determine additional event security requirements based on venue and permit requirements.

Waste Management and Disposal

Tough Mudder is committed to keeping event sites clean at all times. All waste generated by the event will be appropriately stored and removed from the site.

Trash bins and dumpsters will be sourced for placement around the event site. These will be strategically positioned in areas where large amounts of waste are likely to be generated. Contract cleaning staff will be scoped and will be present on site throughout the weekend to perform litter picking and to empty trash bins. Dumpsters will be emptied at the conclusion of the event.

The following is a summary of the Waste Management arrangements for the event:

Waste Management Staffing Provider	Express
Waste Management Staff*	8 Saturday 6 Sunday
Dumpster Provider	TBD
Dumpsters On-Site	3 - 30 yd. Dumpsters for Festival Area 2 - 30 yd. Dumpster for Field Warehouse 3 - 20 yd. Dumpsters for Course
Portable Toilet Provider	United Site Services
Portable Toilets On-Site	65 - Festival Area 2 - Field Warehouse 20 - Course

TOUGH MUDDER Seattle 2022 Event Operations Plan

Logistics

A Logistics Compound and Field Warehouse will be established on site. All equipment and product required for the event will be delivered to the Logistics Compound. Receipt, distribution and recovery of all equipment/product will be managed by a dedicated Logistics Coordinator.

Technology

Laptops will be set-up in the Event Command Center and Event Operations Center for use by Tough Mudder staff. Internet access will be available through Tough Mudder owned technology equipment in order to service our Registration Platform, Active.

Scanners will be used to check in participants and spectators and to assign participant numbers to the runners. This information is available in real time to those in the Event Command Center so information about all participants on course, including Emergency Contact Information, is readily available based on bib number. Staff working at the Mudder Services Tent in the Base Area will also have iPads in order to check in participants and troubleshoot any registration issues.

TOUGH MUDDER Seattle 2022 Event Operations Plan

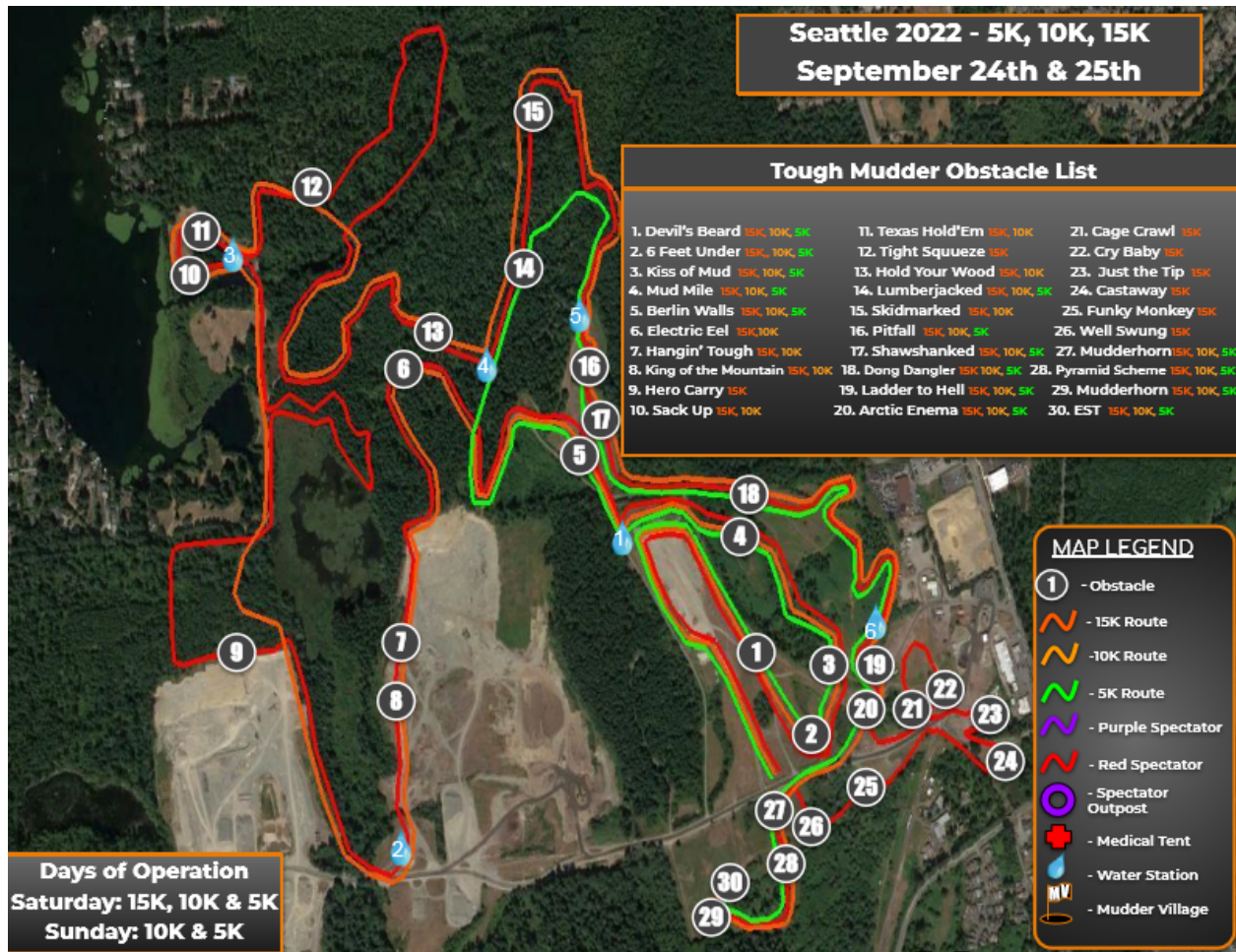
Appendix A: Parking Map



TOUGH MUDDER Seattle 2022 Event Operations Plan

Appendix B: Course Map

Course Map



COURSE MAP SUBJECT TO CHANGE

TOUGH MUDDER Seattle 2022 Event Operations Plan

Appendix C: Festival Area Map



VILLAGE MAP SUBJECT TO CHANGE



MOUNTAIN VIEW FIRE AND RESCUE

32316 148th AVE SE Auburn, WA 98092 253 735 0284 info@kcfd44.org www.mvfire.org

August 5, 2022

Agreement for Services Public Health – Seattle & King County Emergency Medical Services States:

- 1. Basic Life Support Services, which involve emergency medical treatment for non-life-threatening injuries and/or illnesses, shall be provided by another agency. If the patient's injuries and/or illnesses require basic life support care, the patient may be transported by private ambulance company or local fire department at an additional fee charged to the patient by the respective ambulance company or local fire department.*

Mountain View/Black Diamond Fire Department is not a King County Agency, **the Fire Department will not transport patients from this event.** The Event needs to contract with a Private Ambulance Company to have transport ambulance on site during the event.

The Fire Department requires that 2 firefighter EMTs are at the event to coordinate Basic Life Support and interface with Advanced Life Support, KC Medics. A service agreement is required for this to take place.

Mountain View Fire is the Authority having jurisdiction in Black Diamond for Fire Department support of Special Events.

The Fire Department would respond to any 911 request to this event, but will not transport BLS patients.

Any tents that are more than 400 square feet in area need to be inspected and approved by the Fire Marshal. SEE ATTACHED.

No open burning of vegetation, wood or other materials is to take place.

BBQ are permitted.

Plans for this project were received by the Fire Marshal's office for review. A careful review was conducted based upon the International Fire Code, the City of Black Diamond Code and applicable national standards.

This list is provided as information only, and includes the items that have been identified as deficiencies or needing to be addressed during the plan review; and shall not be construed as an

If any item or issues are discovered or identified during construction or at the time of field inspections these will need to be addressed and corrections made so that code compliance is achieved. Please contact the Fire Marshal's Office before deviating from approved plans or proceeding with any changes in construction.

GM Smith

Greg Smith

Fire Chief

Mountain View Fire Rescue

chiefsmith@mvfire.org



MOUNTAIN VIEW FIRE AND RESCUE

32316 148th AVE SE Auburn, WA 98092 253 735 0284 info@kcfd44.org www.mvfire.org

TENTS

- Any tents, membrane structures or air supported structures larger than 400 sq. feet will require a permit/inspection by the fire department prior to the public being admitted.
 - All such structures will have to meet the requirements of Chapter 24 of the IFC. (Note this does not include smaller pop ups or tents used exclusively for recreational camping purposes. You will need to submit to us a site plan that shows the size, use, and location of all such structures in advance of the event to allow time for review.
 - All tents/membrane structures must be securely fastened to the ground to prevent movement in windy conditions.
 - All tents and membrane structures must have NO SMOKING signs posted under them, and any tents with 3 sides or more must have exit signs posted at required exits.
 - A portable fire extinguisher of at least 2A (recommend 2A 10BC min.) must be visible and easily accessible with no more than 75 feet of all main event center tents/membrane structures (at or above 400 Square Feet in size).
2. No open flame cooking appliances or appliances that produce grease laden vapors are allowed under tents/membrane structures that the public can enter. (This includes any vendor cooking vehicles, their suppression systems and extinguisher must be up to date with all service requirements or they will NOT be allowed to cook food within the City Limits)
3. Each tent or membrane structure must be inspected by the Fire Marshal, prior to use by the public (call 253 735 0284 at least 24 hours in advance)
- Any Tent being utilized, requires compliance with IFC (International Fire Code) Chapter 31, Tents and other Membrane Structures. The size of this tent, and use, requires compliance with IFC (International Fire Code) Chapter 31, Tents and other Membrane Structures.

SERVICE AGREEMENT REQUEST FORM



CITY OF BLACK DIAMOND

Community Development Dept.

24301 Roberts Drive / PO Box 599
Black Diamond, WA 98010
(360) 851-4447

REQUEST INFORMATION

City Assistance Required From: ☒ Police Department ☐ Fire Department ☐ Public Works Department

Organization/ Person Requesting Assistance: Tough Mudder / A.J. Monette

Phone: 757-339-2849 Email: aj.monette@toughmudder.com

Event Location: Palmer Coking Coal Company Date(s)/Time(s): 9/24 and 9/25 2022 (56 hours)

Please describe the event: Tough Mudder is an obstacle course race/mud run challenge.

Sat 6:30-4pm 9.5 hrs (4 officers) Sun 0730-1:30 6hrs (3 officers)

Contractor requests the services of a commissioned police officer who will be dedicated to performing the following services (check box that applies):

- ☒ Flagging/Traffic Control ☐ Security for Entertainment Venue or Event ☐ Security for Retail Establishment
☐ Guarding of Property, Buildings, Possessions, or Equipment ☐ Other (please describe):

SIGNATURES

The City of Black Diamond agrees to provide these services on the requested date(s). The City of Black Diamond will bill for all services on an hourly basis per the adopted fee schedule. There shall be a three (3) hour minimum payment for police services. Cancellation, alteration, or rescheduling of police officer services by the contractor for a specific date must be made at least 10 hours prior to the scheduled start time for that date. If contractor fails to provide ten (10) hours advance notice from the scheduled start time, contractor will be billed for a minimum payment of (3) hours per officer scheduled for that date. Cancellation, alteration, or rescheduling notification can be made by phone or email.

The City of Black Diamond may subcontract to other outside police agencies in the event they are unable to provide staffing. The hourly rate would be the same, per the adopted fee schedule.

City Staff Signature: [Signature]

Date: 7/28/22

Title: Chief of Police

Tough Mudder agrees to pay for the services the City of Black Diamond is providing.
Requester's Name

Signature: AJ Monette

Date: 7/28/2022