CITY OF BLACK DIAMOND

**October 6, 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:**

1) **Proclamation - Mental Illness Awareness Week - Mayor Benson**

**CONSENT AGENDA:**

2) **Claim Checks - October 6, 2022, Check No. 51984 through 52062 (voids 51742,51987) in the amount of $272,945.43**

3) **Minutes - Work Session of September 8, 2022, Council Meeting of September 15, 2022, and Special Meeting of September 22, 2022**

4) **AB22-074 - Resolution Authorizing Contract with RH2 for Design Engineering of the SR 169 North Watermain Improvements Project - Mr. Hanis**

5) **AB22-075 - Resolution Authorizing Contract with Zeke's Roofing for Fire Station Roof Repairs - Mr. Hanis**

6) **AB22-076 - Resolution Authorizing Contract with Secure Pacific Corporation for City Hall Campus Security System - Mr. Hanis**

**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:**

**NEW BUSINESS:**

7) **- AB22-077** - Resolution Regarding Port of Seattle Grant - Ms. Davis

8) **- AB22-078** - Resolution Regarding King County Housing Authority for Rainier View Expansion - Ms. Davis

9) **- AB22-079** - First Reading With Option to Adopt - Ordinance Adding New Section 12.04 to the Black Diamond Municipal Regarding Right-of Way Use Permits - Mr. Hanis

10) **- AB22-080** - Resolution Authorizing Contract with GMP Consultants for City Administrator Recruitment Services - Mayor Benson

**DEPARTMENT REPORTS:**

**MAYOR'S REPORT:**

**COUNCIL REPORTS:**

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

**ATTORNEY REPORT:**

**PUBLIC COMMENTS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

## Office of the Mayor

Black Diamond, Washington

# PROCLAMATION

**Whereas** mental health is part of overall health; and

**Whereas** one in five adults experiences a mental health problem in any given year; and

**Whereas** approximately one-half of chronic mental illness begins by the age of 14 and three-quarters by age 24; and

**Whereas** suicide is the 10th leading cause of death in the United States and the 2nd leading cause among young adults, and 90% of people who die by suicide had shown symptoms of a mental health condition, according to interviews with family, friends and medical professionals; and

**Whereas** long delays—sometimes decades—often occur between the time symptoms first appear and when individuals get help; and

**Whereas** early identification and treatment can make a difference in successful management of mental illness and recovery; and

**Whereas** it is important to maintain mental health and learn the symptoms of mental illness in order to get help when it is needed; and

**Whereas** every citizen and community can make a difference in helping end the silence and stigma that for too long has surrounded mental illness discouraging people from getting help; and

**Whereas** public education and civic activities can encourage mental health and help improve the lives of individuals and families affected by mental illness;

**NOW, THEREFORE BE IT RESOLVED**, I Carol Benson, Mayor of the City of Black Diamond do hereby proclaim October 2 through October 8, 2022, as Mental Illness Awareness Week in Black Diamond, Washington to shine a light on mental illness and fight stigma, provide support, educate the public, and advocate for equal care.

______________________________

Carol Benson, Mayor

## CERTIFICATION

**Finance Committee Meeting** **September 29, 2022**
**Council Date:** **October 6, 2022**

| Check No.'s / EFT | Batch Name | Check / EFT Date | | Amount |
|---|---|---|---|---|
| 51984 | September Early Batch # 2 | 09/13/22 | $ | 3,089.31 |
| V51742<br>51985 | September Void Batch # 2 | 09/13/22 09/15/22 | $ | 0.00 |
| 51986 | September Early Batch # 2 | 09/20/22 | $ | 391.32 |
| 51987 | Void Check | Void Check | $ | 0.00 |
| 51988 | September Early Batch # 2 | 09/22/22 | $ | 291.00 |
| 51989 | September Early Batch # 2 | 09/26/22 | $ | 4,350.00 |
| 51990-52061 | September 3rd Batch | 10/07/22 | $ | 252,057.76 |
| 52062 | October 1st Batch | 10/07/22 | $ | 12,766.04 |
| | | **TOTAL** | **$** | **272,945.43** |

**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**

**CAROL BENSON, MAYOR**

**DATE** Oct 29, 2022

**DATE**

# Voucher Directory with Transaction Date

| Vendor | Transaction Number | Transaction Reference | Account Number | Invoice Date | Fiscal Description | Name | Title | Void | Amount |
|---|---|---|---|---|---|---|---|---|---|
| **City of Issaquah** | | | | | | | | | |
| | **51984** | | | **2/29/2020** | **2022 - September - September Early Batch # 2** | | | | |
| | | **20000216** | | | | | | | |
| | | | **February 2020 Services, invoice lost** | | | | | | |
| | | | 001-000-211-523-60-49-00 | | | Jail Costs | | | $1,829.31 |
| | | | | | | | Jail Housing Feb. 2020, Invoice lost | | |
| | | **Total 20000216** | | | | | | | **$1,829.31** |
| | **51984** | | | **1/31/2021** | **2022 - September - September Early Batch # 2** | | | | |
| | | **21000080** | | | | | | | |
| | | | **January 2021 Services, invoice lost** | | | | | | |
| | | | 001-000-211-523-60-49-00 | | | Jail Costs | | | $840.00 |
| | | | | | | | 6 days, invoice lost | | |
| | | **Total 21000080** | | | | | | | **$840.00** |
| | **51984** | | | **5/31/2022** | **2022 - September - September Early Batch # 2** | | | | |
| | | **22000225** | | | | | | | |
| | | | **May 2022 Services, invoice lost** | | | | | | |
| | | | 001-000-211-523-60-49-00 | | | Jail Costs | | | $420.00 |
| | | | | | | | 3 days, invoice lost | | |
| | | **Total 22000225** | | | | | | | **$420.00** |
| | **Total 51984** | | | | | | | | **$3,089.31** |
| **Total City of Issaquah** | | | | | | | | | **$3,089.31** |
| **HWA GeoSciences Inc.** | | | | | | | | | |
| | **51989** | | | **7/31/2022** | **2022 - September - September Early Batch # 2** | | | | |
| | | **33298** | | | | | | | |
| | | | **July 2022 Services** | | | | | | |
| | | | 001-000-257-558-70-41-05 | | | MDRT Geotech | | | $4,350.00 |
| | | | | | | | 100-21 Phase 1B Review | | |
| | | **Total 33298** | | | | | | | **$4,350.00** |
| | **Total 51989** | | | | | | | | **$4,350.00** |
| **Total HWA GeoSciences Inc.** | | | | | | | | | **$4,350.00** |

| Vendor / Transaction Number / Transaction Reference / Account Number | Invoice Date | Fiscal Description / Name / Title | Void | Amount |
|---|---|---|---|---|
| **Long Bay Enterprises, Inc** | | | | |
| **51988** | **8/1/2022** | **2022 - September - September Early Batch # 2** | | |
| **2022-1074** | | | | |
| **July 2022 Services (invoice never recieved)** | | | | |
| 310-000-002-594-18-62-10 | | Future Campus Planning | | $291.00 |
| | | Consultant Services, future campus planning (invoice never recieved) | | |
| **Total 2022-1074** | | | | **$291.00** |
| **Total 51988** | | | | **$291.00** |
| **Total Long Bay Enterprises, Inc** | | | | **$291.00** |
| **Northwest Modular Systems Furniture** | | | | |
| **51986** | **9/13/2022** | **2022 - September - September Early Batch # 2** | | |
| **22-238 First Installment** | | | | |
| **Court Remodel Project (1/2 due upfront, rest due upon completion)** | | | | |
| 310-000-002-594-18-62-03 | | Gen Govt Campus Improvements | | $391.32 |
| | | Disassemble/reassemble 2 desks in court office for new carpet installation (1/2 due upfront, rest due upon completion) | | |
| **Total 22-238 First Installment** | | | | **$391.32** |
| **Total 51986** | | | | **$391.32** |
| **Total Northwest Modular Systems Furniture** | | | | **$391.32** |

**Vendor Count 4** **Grand Total $8,121.63**

# Voucher Directory with Transaction Date

| Vendor | Transaction Number | Transaction Reference | Account Number | Invoice Date | Fiscal Description | Name | Title | Void | Amount |
|---|---|---|---|---|---|---|---|---|---|
| **Washington State Patrol** | | | | | | | | | |
| | **51985** | | | **7/5/2022** | **2022 - September - September Void Batch # 2** | | | | |
| | | **I22007339 REISSUE** | | | | | | | |
| | | | **June 2022 Service, reissue, original check lost in mail** | | | | | | |
| | | | 633-000-500-589-30-00-00 | | | CPL Fees for WSP/FBI - Fingerprint | | | $66.25 |
| | | | | | | | Fingerprints - CPL, reissue, original check lost in mail | | |
| | | **Total I22007339 REISSUE** | | | | | | | **$66.25** |
| | **Total 51985** | | | | | | | | **$66.25** |
| | **V51742** | | | **7/5/2022** | **2022 - September - September Void Batch # 2** | | | | |
| | | **V I22007339** | | | | | | | |
| | | | **June 2022 Service, check lost in mail, void and reissue** | | | | | | |
| | | | 633-000-500-589-30-00-00 | | | CPL Fees for WSP/FBI - Fingerprint | | | ($66.25) |
| | | | | | | | Fingerprints - CPL, check lost in mail, void and reissue | | |
| | | **Total V I22007339** | | | | | | | **($66.25)** |
| | **Total V51742** | | | | | | | | **($66.25)** |
| **Total Washington State Patrol** | | | | | | | | | **$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 |
|---|---|---|---|---|---|---|---|---|---|

## Agrishop Inc.

51990 — 9/20/2022 — 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM

68389 /1

**PW - Equipment maintenance**

| Account Number | Name | Amount |
|---|---|---|
| 101-000-000-542-30-48-04 | PW Clearing- Shared Veh/Equip Maint | $134.77 |

Bearing

**Total 68389 /1** — **$134.77**

**Total 51990** — **$134.77**

**Total Agrishop Inc.** — **$134.77**

## AHBL, Inc.

51991 — 8/31/2022 — 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM

134371

**August 2022 Services**

| Account Number | Name | Amount |
|---|---|---|
| 001-000-240-558-60-41-01 | Prof Serv- Long Range Planning | $6,905.00 |

On-Call Planning Services

**Total 134371** — **$6,905.00**

**Total 51991** — **$6,905.00**

**Total AHBL, Inc.** — **$6,905.00**

## Alpine Products Inc.

51992 — 8/29/2022 — 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM

TM-211598

**Street Signs**

| Account Number | Name | Amount |
|---|---|---|
| 101-000-000-542-64-31-01 | Street Signs | $250.26 |

Speed limit sign, no access sign

**Total TM-211598** — **$250.26**

51992 — 9/13/2022 — 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM

TM-212050

**Boat Launch Signage**

| Account Number | Name | Amount |
|---|---|---|
| 101-000-000-542-30-48-00 | Street Repair and Maintenance | $176.16 |

Flagger signage

| Vendor | Transaction Number | Transaction Reference | Account Number | Invoice Date | Fiscal Description | Name | Title | Void | Amount |
|---|---|---|---|---|---|---|---|---|---|
| | | | 101-000-000-542-64-31-01 | | | | Street Signs | | $100.63 |
| | | | | Boat launch signage | | | | | |
| | | | 101-000-000-542-64-41-02 | | | | Street Striping | | $68.26 |
| | | | | Blue street marking | | | | | |
| | | **Total TM-212050** | | | | | | | **$345.05** |
| | **51992** | | | **9/14/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | | | |
| | | **TM-212073** | | | | | | | |
| | | | **Street Repair Equipment** | | | | | | |
| | | | 101-000-000-542-30-48-00 | | | | Street Repair and Maintenance | | $1,201.01 |
| | | | | Road maintenance signage | | | | | |
| | | **Total TM-212073** | | | | | | | **$1,201.01** |
| | **Total 51992** | | | | | | | | **$1,796.32** |
| **Total Alpine Products Inc.** | | | | | | | | | **$1,796.32** |
| **Amazon Capital Services, Inc.** | | | | | | | | | |
| | **51993** | | | **9/11/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | | | |
| | | **13C1-1M1X-HVQV** | | | | | | | |
| | | | **CH Remodel Project** | | | | | | |
| | | | 310-000-002-594-18-62-03 | | | | Gen Govt Campus Improvements | | $369.44 |
| | | | | Electric door striker, latchbolt | | | | | |
| | | **Total 13C1-1M1X-HVQV** | | | | | | | **$369.44** |
| | **51993** | | | **9/9/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | | | |
| | | **1417-GPMG-V6YY** | | | | | | | |
| | | | **CH Remodel Project** | | | | | | |
| | | | 310-000-002-594-18-62-03 | | | | Gen Govt Campus Improvements | | $190.22 |
| | | | | Toaster oven, Kuerig | | | | | |
| | | **Total 1417-GPMG-V6YY** | | | | | | | **$190.22** |
| | **51993** | | | **9/5/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | | | |
| | | **14PP-6PQJ-GRXP** | | | | | | | |
| | | | **CD - Supplies** | | | | | | |
| | | | 001-000-240-558-51-31-04 | | | | Clg-Office Supplies-CD/PW | | $12.21 |
| | | | | Legal note pads | | | | | |
| | | **Total 14PP-6PQJ-GRXP** | | | | | | | **$12.21** |
| | **51993** | | | **9/6/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | | | |
| | | **19LX-RMKH-CV6M** | | | | | | | |
| | | | **Emergency Management Supplies** | | | | | | |
| | | | 001-000-191-525-60-31-00 | | | | Emergency Management Supplies | | $165.00 |
| | | | | Emergency glow sticks | | | | | |
| | | **Total 19LX-RMKH-CV6M** | | | | | | | **$165.00** |

| Vendor | Transaction Number / Transaction Reference | Invoice Date / Account Number | Fiscal Description / Name / Title | Void | Amount |
|---|---|---|---|---|---|
| | 51993 | 9/13/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| | **19PT-MK4K-CVH4** | | | | |
| | | **PW - Supplies** | | | |
| | | 101-000-000-542-30-31-00 | Office Supplies | | $300.00 |
| | | | Printer toner cartridges | | |
| | **Total 19PT-MK4K-CVH4** | | | | **$300.00** |
| | 51993 | 9/23/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| | **1CMN-G9VM-CKF1** | | | | |
| | | **CH - Supplies** | | | |
| | | 001-000-180-518-50-31-00 | Office Supplies City Hall | | $36.88 |
| | | | Pens, binder dividers | | |
| | | 001-000-254-518-20-31-00 | Facilities Operating Supplies | | $222.80 |
| | | | Urinal cakes, kleenex, trash bags | | |
| | **Total 1CMN-G9VM-CKF1** | | | | **$259.68** |
| | 51993 | 8/17/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| | **1FWT-MPRJ-4WL3** | | | | |
| | | **Court - Supplies** | | | |
| | | 001-000-121-512-20-31-01 | Court Tech Imp. Grant Costs | | $121.80 |
| | | | Computer Monitor | | |
| | **Total 1FWT-MPRJ-4WL3** | | | | **$121.80** |
| | 51993 | 9/19/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| | **1GC3-R1JF-C3JV** | | | | |
| | | **PW - Supplies** | | | |
| | | 101-000-000-542-30-31-00 | Office Supplies | | ($300.00) |
| | | | Return of printer toner | | |
| | **Total 1GC3-R1JF-C3JV** | | | | **($300.00)** |
| | 51993 | 9/19/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| | **1GGC-LV6N-CFCJ** | | | | |
| | | **Facilities - Supplies** | | | |
| | | 001-000-181-518-30-35-00 | Small Tools & Equipment | | $260.87 |
| | | | Wet/dry shop vac | | |
| | **Total 1GGC-LV6N-CFCJ** | | | | **$260.87** |
| | 51993 | 9/17/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| | **1KK6-14FN-7M13** | | | | |
| | | **CH Remodel Project** | | | |
| | | 310-000-002-594-18-62-03 | Gen Govt Campus Improvements | | $39.12 |
| | | | Power supply for door lock pads | | |
| | **Total 1KK6-14FN-7M13** | | | | **$39.12** |

| Vendor | | | | |
|---|---|---|---|---|
| Transaction Number | Invoice Date | Fiscal Description | | Void |
| Transaction Reference | | Name | | Amount |
| Account Number | | Title | | |
| 51993 | 9/16/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| 1KL1-RYD4-RCM9 | | | | |
| IT - Supplies | | | | |
| 001-000-145-518-80-31-00 | | Tech. Misc.Supplies & parts | | $3,219.45 |
| | | Computer monitors, camera, audio receiver, various IT supplies | | |
| **Total 1KL1-RYD4-RCM9** | | | | **$3,219.45** |
| 51993 | 9/8/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| 1LCH-1MGF-JNKD | | | | |
| PW - Supplies | | | | |
| 101-000-000-542-30-31-12 | | PW Clearing Acct-Supplies | | $107.60 |
| | | Furniture mover | | |
| **Total 1LCH-1MGF-JNKD** | | | | **$107.60** |
| 51993 | 9/25/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| 1MFT-P6XM-4HRW | | | | |
| CH Remodel Project | | | | |
| 310-000-002-594-18-62-03 | | Gen Govt Campus Improvements | | $116.36 |
| | | Kitchen utensils, new building | | |
| **Total 1MFT-P6XM-4HRW** | | | | **$116.36** |
| 51993 | 9/18/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| 1QVX-HT4J-4Q1L | | | | |
| PW - Supplies | | | | |
| 101-000-000-542-30-31-12 | | PW Clearing Acct-Supplies | | $820.42 |
| | | Planer, planer stand | | |
| **Total 1QVX-HT4J-4Q1L** | | | | **$820.42** |
| 51993 | 9/15/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| 1R37-L46Q-NCM4 | | | | |
| CH - Supplies | | | | |
| 001-000-180-518-50-31-00 | | Office Supplies City Hall | | $9.77 |
| | | Paperclips | | |
| 001-000-254-518-20-31-00 | | Facilities Operating Supplies | | $74.48 |
| | | Paper towels | | |
| **Total 1R37-L46Q-NCM4** | | | | **$84.25** |
| 51993 | 8/31/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| 1RYX-PTTV-K4PC | | | | |
| CH - Supplies | | | | |
| 001-000-180-518-50-31-00 | | Office Supplies City Hall | | ($34.12) |
| | | Refund for returned office chair mat | | |
| **Total 1RYX-PTTV-K4PC** | | | | **($34.12)** |

| Vendor | Transaction Number / Transaction Reference / Account Number | Invoice Date | Fiscal Description / Name / Title | Void Amount |
|---|---|---|---|---|
| | **51993** | **9/6/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **1THQ-MFGQ-44FR** | | | |
| | **CD - Supplies** | | | |
| | 001-000-240-558-51-31-04 | | Clg-Office Supplies-CD/PW | $14.42 |
| | | | Binder dividers | |
| | **Total 1THQ-MFGQ-44FR** | | | **$14.42** |
| | **51993** | **8/23/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **1V6N-379Q-19C9** | | | |
| | **CH - Supplies** | | | |
| | 001-000-180-518-50-31-00 | | Office Supplies City Hall | $59.44 |
| | | | USB Thumb Drives for Public Records | |
| | **Total 1V6N-379Q-19C9** | | | **$59.44** |
| | **51993** | **9/21/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **1Y7X-NJVV-G9XP** | | | |
| | **IT - Supplies** | | | |
| | 001-000-145-518-80-31-00 | | Tech. Misc.Supplies & parts | $123.90 |
| | | | USB camera, cabling | |
| | **Total 1Y7X-NJVV-G9XP** | | | **$123.90** |
| | **Total 51993** | | | **$5,930.06** |
| **Total Amazon Capital Services, Inc.** | | | | **$5,930.06** |
| **American Promotional Events** | | | | |
| | **51994** | **9/23/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **09232022 APE** | | | |
| | **Permit Refund, FIR22-0006 (permit withdrawn)** | | | |
| | 001-000-240-321-30-00-00 | | Sprinkler/Alarm, Fireworks Permit | $100.00 |
| | | | Refund, temporary fireworks stand | |
| | 001-000-240-321-30-00-00 | | Sprinkler/Alarm, Fireworks Permit | $105.00 |
| | | | Refund, fire permit fee | |
| | 001-000-240-345-83-00-04 | | Fire Inspection Fee | $250.76 |
| | | | Refund, fireworks stand inspection | |
| | 001-000-240-345-89-99-22 | | Fire Works Bonds | $750.00 |
| | | | Refund, fireworks stand bond | |
| | **Total 09232022 APE** | | | **$1,205.76** |
| | **Total 51994** | | | **$1,205.76** |
| **Total American Promotional Events** | | | | **$1,205.76** |

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

**Art Gamblin Motors**

**51995** — **8/9/2022** — **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM**

**416300 Art Gamblins**

**MDRT - Vehicle Maintenance**

| Account Number | Name | Title | Amount |
|---|---|---|---|
| 001-000-246-558-70-48-00 | Vehicle Repair & Maintenance | Oil/filter change | $80.68 |

**Total 416300 Art Gamblins** — **$80.68**

**Total 51995** — **$80.68**

**Total Art Gamblin Motors** — **$80.68**

**Association of Washington Cities**

**51996** — **9/15/2022** — **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM**

**100386**

**GIS Services**

| Account Number | Name | Title | Amount |
|---|---|---|---|
| 001-000-240-558-60-49-05 | Mapping Software Mtc. | GIS Consortium Tier 3 - CD Share | $6,700.00 |
| 101-000-000-542-30-42-03 | GPS Subscription & Costs | GIS Consortium Tier 3 - PW Share | $1,675.00 |
| 401-000-000-534-80-42-03 | GPS Subscription & Costs | GIS Consortium Tier 3 - PW Share | $1,675.00 |
| 407-000-000-535-80-42-03 | GPS Subscription & Costs | GIS Consortium Tier 3 - PW Share | $1,675.00 |
| 410-000-000-531-10-42-03 | GPS Subscription & Costs | GIS Consortium Tier 3 - PW Share | $1,675.00 |

**Total 100386** — **$13,400.00**

**Total 51996** — **$13,400.00**

**Total Association of Washington Cities** — **$13,400.00**

**Big Mountain Electric, Inc**

**51997** — **9/23/2022** — **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM**

**5011**

**CH Remodel Project**

| Account Number | Name | Title | Amount |
|---|---|---|---|
| 310-000-002-594-18-62-03 | Gen Govt Campus Improvements | Labor/materials for outlet installation | $592.42 |

**Total 5011** — **$592.42**

**Total 51997** — **$592.42**

**Total Big Mountain Electric, Inc** — **$592.42**

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

## Black Diamond Auto Parts

| | | | | | |
|---|---|---|---|---|---|
| 51998 | | | 8/9/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | |
| | 463241 | | | | |
| | | PW - Supplies | | | |
| | | 101-000-000-542-30-48-04 | | PW Clearing- Shared Veh/Equip Maint | $819.51 |
| | | | Vehicle maintenance supplies, car jack | | |
| | **Total 463241** | | | | **$819.51** |
| 51998 | | | 8/10/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | |
| | 463302 | | | | |
| | | MDRT - Vehicle Maintenance | | | |
| | | 001-000-246-558-70-48-00 | | Vehicle Repair & Maintenance | $15.22 |
| | | | Oil | | |
| | **Total 463302** | | | | **$15.22** |
| 51998 | | | 8/22/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | |
| | 463503 | | | | |
| | | PD - Vehicle Equipment | | | |
| | | 001-000-210-521-10-48-01 | | PD-Vehicle/Eq. Mtc. & Repair | $8.69 |
| | | | Sprayway glass cleaner | | |
| | **Total 463503** | | | | **$8.69** |
| **Total 51998** | | | | | **$843.42** |

**Total Black Diamond Auto Parts** **$843.42**

## Black Diamond Labor Days Committee

| | | | | | |
|---|---|---|---|---|---|
| 51999 | | | 8/31/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | |
| | 08312022 BDLDC | | | | |
| | | Reimbursement, Labor Days Insurance, Directors & Officers | | | |
| | | 001-000-270-575-50-49-02 | | Labor Day/Minor Day Support | $576.00 |
| | | | Reimbursement for Labor Days Insurance, Directors & Officers | | |
| | **Total 08312022 BDLDC** | | | | **$576.00** |
| **Total 51999** | | | | | **$576.00** |

**Total Black Diamond Labor Days Committee** **$576.00**

## Black Diamond Royal Towing

| | | | | | |
|---|---|---|---|---|---|
| 52000 | | | 9/20/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | |
| | 31255 | | | | |
| | | PD Towing Service | | | |
| | | 001-000-210-521-10-49-06 | | PD-Towing Services | $357.71 |

| Vendor | Transaction Number / Transaction Reference | Invoice Date / Account Number | Fiscal Description / Name / Title | Void / Amount |
|---|---|---|---|---|
| | | | Towing, Evidence Storage | |
| | Total 31255 | | | $357.71 |
| | Total 52000 | | | $357.71 |
| **Total Black Diamond Royal Towing** | | | | **$357.71** |

## Blueline

| Vendor | Transaction Number / Transaction Reference | Invoice Date / Account Number | Fiscal Description / Name / Title | Void / Amount |
|---|---|---|---|---|
| | **52001** | **8/31/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **24389-R** | | | |
| | | **August 2022 Services** | | |
| | | 001-000-240-558-60-41-01 | Prof Serv- Long Range Planning | $1,344.75 |
| | | | Planning Consultation Services | |
| | **Total 24389-R** | | | **$1,344.75** |
| | **Total 52001** | | | **$1,344.75** |
| **Total Blueline** | | | | **$1,344.75** |

## Cadman, Inc.

| Vendor | Transaction Number / Transaction Reference | Invoice Date / Account Number | Fiscal Description / Name / Title | Void / Amount |
|---|---|---|---|---|
| | **52002** | **9/1/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **5857226** | | | |
| | | **Lake Sawyer Storm Improvements** | | |
| | | 410-000-000-531-10-48-03 | Stormwater Maintenance & Repair | $161.74 |
| | | | 5/8-minus rock | |
| | **Total 5857226** | | | **$161.74** |
| | **52002** | **9/19/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **5860554** | | | |
| | | **PW - Supplies** | | |
| | | 101-000-000-542-70-31-01 | Roadside Maintenance Supplies | $335.86 |
| | | | 5/8-minus rock | |
| | **Total 5860554** | | | **$335.86** |
| | **Total 52002** | | | **$497.60** |
| **Total Cadman, Inc.** | | | | **$497.60** |

| Vendor | Transaction Number / Transaction Reference / Account Number | Invoice Date | Fiscal Description / Name / Title | Void / Amount |
|---|---|---|---|---|
| **CenturyLink (WA)** | | | | |
| | **52003** | **9/11/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **360-Z11-0212 898B 09.2022** | | | |
| | **August 2022 Services** | | | |
| | 401-000-000-534-80-42-00 | | Telephone/DSL/Radios | $390.96 |
| | | | 360-886-7235 830B: Water Reservoir | |
| | 407-000-000-535-80-42-00 | | Telephone/DSL/Radios | $75.90 |
| | | | 360-886-8146 712B: Old Lawson Pump Station | |
| | 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 | $58.58 |
| | | | 360-886-0537 580B: Diamond Glen Sewer | |
| | 407-000-000-535-80-42-00 | | Telephone/DSL/Radios | $63.91 |
| | | | 360-886-2835 784B: Morganville Pump Station | |
| | **Total 360-Z11-0212 898B 09.2022** | | | **$651.20** |
| | **Total 52003** | | | **$651.20** |
| **Total CenturyLink (WA)** | | | | **$651.20** |
| **CHS/Cenex Inc** | | | | |
| | **52004** | **8/31/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **12827508312022** | | | |
| | **August 2022 Fuel Charges - PD** | | | |
| | 001-000-210-521-10-32-00 | | PD-Fuel | $2,120.04 |
| | | | Fuel Card Charges - PD | |
| | **Total 12827508312022** | | | **$2,120.04** |
| | **52004** | **8/31/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **YB6-R04251** | | | |
| | **August 2022 Federal Fuel Tax Credit** | | | |
| | 001-000-210-521-10-32-00 | | PD-Fuel | ($86.19) |
| | | | Federal Fuel Tax Credit | |
| | **Total YB6-R04251** | | | **($86.19)** |
| | **Total 52004** | | | **$2,033.85** |
| **Total CHS/Cenex Inc** | | | | **$2,033.85** |
| **City of Black Diamond CD** | | | | |
| | **52005** | **9/13/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **09132022 CoBD CD** | | | |
| | **PW Permitting Fees** | | | |
| | 404-000-020-594-34-63-00 | | Fire Flow Loop: ARPA - 3rd Ave. Improvement | $642.00 |

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

SEPA review, PLN22-0037

**Total 09132022 CoBD CD** **$642.00**

**Total 52005** **$642.00**

**Total City of Black Diamond CD** **$642.00**

## CIVICPLUS

**52006** **9/9/2022** **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM**

**239561**

**Code Updates**

001-000-137-514-21-41-01 Code Update $729.00

Code Updates

**Total 239561** **$729.00**

**Total 52006** **$729.00**

**Total CIVICPLUS** **$729.00**

## Comcast

**52007** **9/8/2022** **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM**

**00024265**

**09/13/22-10/12/22 Services**

001-000-191-525-60-31-00 Emergency Management Supplies $12.13

EM Cable 0125628

**Total 00024265** **$12.13**

**52007** **9/5/2022** **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM**

**00024281**

**09/10/22-10/09/22 Services**

001-000-214-521-20-42-00 Police Tele/web/DSL/Air Cards $12.14

PD Cable 0152887

**Total 00024281** **$12.14**

**Total 52007** **$24.27**

**Total Comcast** **$24.27**

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

## Commercial Driver School

| | | | |
|---|---|---|---|
| **52008** | **9/12/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| **26868** | | | |
| **R. Jewett CDL Class** | | | |
| 101-000-000-542-30-49-05 | | PW Clearing-Shared Training- Clearing Acct | $6,187.00 |
| | | R. Jewett CDL Class | |
| **Total 26868** | | | **$6,187.00** |
| **Total 52008** | | | **$6,187.00** |
| **Total Commercial Driver School** | | | **$6,187.00** |

## Cutters Supply Inc.

| | | | |
|---|---|---|---|
| **52009** | **8/9/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| **145303** | | | |
| **PW - Supplies** | | | |
| 101-000-000-542-30-31-12 | | PW Clearing Acct-Supplies | $61.99 |
| | | Weed wacker parts | |
| **Total 145303** | | | **$61.99** |
| **52009** | **8/25/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| **145585** | | | |
| **PW - Supplies** | | | |
| 101-000-000-542-30-31-12 | | PW Clearing Acct-Supplies | $114.19 |
| | | Weed wacker parts | |
| **Total 145585** | | | **$114.19** |
| **Total 52009** | | | **$176.18** |
| **Total Cutters Supply Inc.** | | | **$176.18** |

## Dona Linton

| | | | |
|---|---|---|---|
| **52010** | **9/16/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| **09162022 D. Linton** | | | |
| **Reimbursement, Mileage** | | | |
| 001-000-140-514-23-43-00 | | Lodging, Meals & Mileage | $95.63 |
| | | Mileage reimbursement for travel to Tacoma, WA for conference | |
| **Total 09162022 D. Linton** | | | **$95.63** |
| **Total 52010** | | | **$95.63** |
| **Total Dona Linton** | | | **$95.63** |

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

## Esri

| | | | |
|---|---|---|---|
| **52011** / **94319104** | **9/9/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **09/2022-09/2023 Enterprise Agreement** | | |
| | 001-000-240-558-60-49-05 | Mapping Software Mtc. | $8,152.50 |
| | | GIS Software, CD share | |
| | 101-000-000-542-30-42-03 | GPS Subscription & Costs | $2,038.12 |
| | | GIS Software, PW share | |
| | 401-000-000-534-80-42-03 | GPS Subscription & Costs | $2,038.14 |
| | | GIS Software, PW share (rounded to nearest penny) | |
| | 407-000-000-535-80-42-03 | GPS Subscription & Costs | $2,038.12 |
| | | GIS Software, PW share | |
| | 410-000-000-531-10-42-03 | GPS Subscription & Costs | $2,038.12 |
| | | GIS Software, PW share | |
| **Total 94319104** | | | **$16,305.00** |
| **Total 52011** | | | **$16,305.00** |
| **Total Esri** | | | **$16,305.00** |

## Ferguson Waterworks #3011

| | | | |
|---|---|---|---|
| **52012** / **1134714** | **9/6/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **PW - Water Meter Parts** | | |
| | 401-000-000-534-80-31-04 | Water Meters & related costs | $1,910.83 |
| | | Water meter parts | |
| **Total 1134714** | | | **$1,910.83** |
| **Total 52012** | | | **$1,910.83** |
| **Total Ferguson Waterworks #3011** | | | **$1,910.83** |

## Grindline Skateparks

| | | | |
|---|---|---|---|
| **52013** / **5973** | **8/31/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **July & August 2022 Services** | | |
| | 001-000-290-558-90-49-00 | Planning Future - Parks & Rec Deve. | $4,746.00 |
| | | Skatepark Design Services | |
| **Total 5973** | | | **$4,746.00** |
| **Total 52013** | | | **$4,746.00** |
| **Total Grindline Skateparks** | | | **$4,746.00** |

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

## H.D. Fowler Company

**52014** **9/13/2022** **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM**
**I6210839**
**PW - Supplies**
401-000-000-534-80-31-01 Water Operating Supplies $336.05
Stainless Steel repair clamp
**Total I6210839** **$336.05**

**52014** **9/16/2022** **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM**
**I6215002**
**PW - Supplies**
401-000-000-534-80-31-01 Water Operating Supplies $466.21
Poly pipe, saddle body, strap, hardware
**Total I6215002** **$466.21**
**Total 52014** **$802.26**
**Total H.D. Fowler Company** **$802.26**

## Hardesty, Andrew & Simone

**52015** **9/8/2022** **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM**
**09082022 Hardesty 5089.0**
**Utility Refund, August 2022**
401-000-000-343-40-00-01 Water Charges $167.63
Escrow overage
**Total 09082022 Hardesty 5089.0** **$167.63**
**Total 52015** **$167.63**
**Total Hardesty, Andrew & Simone** **$167.63**

## Home Depot Credit Service

**52016** **9/23/2022** **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM**
**1085632**
**PD Building Repar**
001-000-212-521-50-48-02 Police Bldg Repairs & Maintenance $164.05
Keyless door keypad
**Total 1085632** **$164.05**

**52016** **9/20/2022** **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM**
**4522431**
**PD Remodel Project**
310-000-002-594-18-62-03 Gen Govt Campus Improvements $143.40
Door transition strip
**Total 4522431** **$143.40**

| Vendor | Transaction Number / Transaction Reference | Invoice Date / Account Number | Fiscal Description / Name / Title | Void | Amount |
|---|---|---|---|---|---|
| | **52016** | **9/20/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | **4613557** | | | | |
| | | **CH Remodel Project** | | | |
| | | 310-000-002-594-18-62-03 | Gen Govt Campus Improvements | | $46.68 |
| | | | Door seal, threshold | | |
| | **Total 4613557** | | | | **$46.68** |
| | **52016** | **9/28/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | **6515191** | | | | |
| | | **PD Remodel Project** | | | |
| | | 310-000-002-594-18-62-03 | Gen Govt Campus Improvements | | $370.99 |
| | | | Base trim & adhesive | | |
| | **Total 6515191** | | | | **$370.99** |
| | **52016** | **9/27/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | **7515054** | | | | |
| | | **PD Remodel Project** | | | |
| | | 310-000-002-594-18-62-03 | Gen Govt Campus Improvements | | $162.83 |
| | | | 10x 17 Gallon Totes | | |
| | **Total 7515054** | | | | **$162.83** |
| | **52016** | **9/16/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | **8521895** | | | | |
| | | **Facilities - Tools** | | | |
| | | 001-000-181-518-30-35-00 | Small Tools & Equipment | | $101.03 |
| | | | Electrical tools | | |
| | **Total 8521895** | | | | **$101.03** |
| | **52016** | **9/16/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | **8521896** | | | | |
| | | **CH Remodel Project** | | | |
| | | 310-000-002-594-18-62-03 | Gen Govt Campus Improvements | | $162.83 |
| | | | 10x 17 Gallon Totes | | |
| | **Total 8521896** | | | | **$162.83** |
| | **52016** | **9/26/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | **8618800** | | | | |
| | | **Facilities - Tools** | | | |
| | | 001-000-181-518-30-35-00 | Small Tools & Equipment | | $421.72 |
| | | | Multi Tool + battery, multi tool blades | | |
| | **Total 8618800** | | | | **$421.72** |

| Vendor | Transaction Number | Transaction Reference | Account Number | Invoice Date | Fiscal Description | Name | Title | Void | Amount |
|---|---|---|---|---|---|---|---|---|---|
| | **52016** | **8618801** | | **9/26/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | | | |
| | | | **CH Remodel Project** | | | | | | |
| | | | 310-000-002-594-18-62-03 | | | Gen Govt Campus Improvements | | | $162.83 |
| | | | | | | | 10x 17 Gallon Totes | | |
| | | **Total 8618801** | | | | | | | **$162.83** |
| | **52016** | **9710604** | | **8/26/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | | | |
| | | | **CH Remodel Project** | | | | | | |
| | | | 310-000-002-594-18-62-03 | | | Gen Govt Campus Improvements | | | $61.25 |
| | | | | | | | Door closer | | |
| | | **Total 9710604** | | | | | | | **$61.25** |
| | **Total 52016** | | | | | | | | **$1,797.61** |
| **Total Home Depot Credit Service** | | | | | | | | | **$1,797.61** |
| **Honey Bucket/Northwest Cascade Inc.** | | | | | | | | | |
| | **52017** | **0553023079** | | **9/13/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | | | |
| | | | **September 2022 Services** | | | | | | |
| | | | 001-000-270-576-80-31-00 | | | Portable Restroom Facilty | | | $98.00 |
| | | | | | | | Parks-Boat Launch Rental: 145291 | | |
| | | **Total 0553023079** | | | | | | | **$98.00** |
| | **52017** | **0553023080** | | **9/13/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | | | |
| | | | **September 2022 Services** | | | | | | |
| | | | 001-000-270-576-80-31-00 | | | Portable Restroom Facilty | | | $123.00 |
| | | | | | | | Regional Park w/ Hand Sanitizer: 0071400003 | | |
| | | **Total 0553023080** | | | | | | | **$123.00** |
| | **52017** | **0553023081** | | **9/13/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | | | |
| | | | **September 2022 Services** | | | | | | |
| | | | 001-000-270-576-80-31-00 | | | Portable Restroom Facilty | | | $98.00 |
| | | | | | | | Lake Sawyer Regional Park: 71400002 | | |
| | | **Total 0553023081** | | | | | | | **$98.00** |
| | **Total 52017** | | | | | | | | **$319.00** |
| **Total Honey Bucket/Northwest Cascade Inc.** | | | | | | | | | **$319.00** |

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

## HWA GeoSciences Inc.

**52018** **9/10/2022** **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM**

**33444**

**Service through 09/10/2022**

001-000-257-558-70-41-05 MDRT Geotech $1,630.00

100-21B Phase 1B Review 2

**Total 33444** **$1,630.00**

**Total 52018** **$1,630.00**

**Total HWA GeoSciences Inc.** **$1,630.00**

## Johnsons Home & Garden

**52019** **9/6/2022** **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM**

**467124**

**BMX Track Fence**

001-000-270-576-80-31-03 Parks Operating Supplies $139.04

Wood stain, bottled water

**Total 467124** **$139.04**

**52019** **9/12/2022** **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM**

**467227**

**PW - Supplies**

101-000-000-542-30-31-12 PW Clearing Acct-Supplies $504.40

Storage box, bleach, gloves, can liners, nail stake

**Total 467227** **$504.40**

**52019** **9/12/2022** **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM**

**467231**

**Flatbed Truck Rail Replacement**

101-000-000-542-30-48-04 PW Clearing- Shared Veh/Equip Maint $133.64

Hardware, latch, nuts, bolts

**Total 467231** **$133.64**

**52019** **9/12/2022** **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM**

**467235**

**Museum Park Project**

001-000-290-558-30-35-05 Minor Community Improvements $204.28

Wood stain, wood stain applicator

**Total 467235** **$204.28**

| Vendor | Transaction Number / Transaction Reference / Account Number | Invoice Date | Fiscal Description / Name / Title | Void | Amount |
|---|---|---|---|---|---|
| | 52019 | 9/13/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| | 467255 | | | | |
| | PW - Supplies | | | | |
| | 101-000-000-542-30-31-12 | | PW Clearing Acct-Supplies | | $291.81 |
| | | | Paint & paint supplies, hardware | | |
| | **Total 467255** | | | | **$291.81** |
| | 52019 | 9/14/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| | 467284 | | | | |
| | PW - Supplies | | | | |
| | 401-000-000-534-80-31-01 | | Water Operating Supplies | | $105.35 |
| | | | Various plumbing fittings | | |
| | **Total 467284** | | | | **$105.35** |
| | 52019 | 9/14/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| | 467286 | | | | |
| | PW - Supplies | | | | |
| | 401-000-000-534-80-31-01 | | Water Operating Supplies | | $135.33 |
| | | | Various plumbing fittings | | |
| | **Total 467286** | | | | **$135.33** |
| | 52019 | 9/14/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| | 467289 | | | | |
| | Water Line Repair Project | | | | |
| | 401-000-000-534-80-48-02 | | Water System Rep & Mtc-Ext/Int | | $73.89 |
| | | | Saw, foamboard | | |
| | **Total 467289** | | | | **$73.89** |
| | 52019 | 9/19/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| | 467396 | | | | |
| | Coal Car Project | | | | |
| | 001-000-270-576-80-31-03 | | Parks Operating Supplies | | $251.48 |
| | | | Paint, hardware, stain | | |
| | **Total 467396** | | | | **$251.48** |
| | 52019 | 9/19/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| | 467397 | | | | |
| | PD - Supplies | | | | |
| | 001-000-212-521-50-48-02 | | Police Bldg Repairs & Maintenance | | $23.89 |
| | | | Mole repellent | | |
| | **Total 467397** | | | | **$23.89** |

| Vendor / Transaction Number / Transaction Reference | Account Number | Invoice Date | Fiscal Description / Name / Title | Void | Amount |
|---|---|---|---|---|---|
| 52019 | | 9/19/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| 467398 | | | | | |
| | CH Remodel Project | | | | |
| | 310-000-002-594-18-62-03 | | Gen Govt Campus Improvements | | $33.68 |
| | | | Lag screws, driver bits | | |
| Total 467398 | | | | | $33.68 |
| 52019 | | 9/20/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| 467415 | | | | | |
| | De-Icer Tank Project | | | | |
| | 101-000-000-542-30-31-12 | | PW Clearing Acct-Supplies | | $45.19 |
| | | | Hardware | | |
| | 101-000-000-542-66-41-00 | | Snow & Ice Control | | $119.50 |
| | | | Hardware | | |
| Total 467415 | | | | | $164.69 |
| 52019 | | 9/20/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| 467435 | | | | | |
| | CH Remodel Project | | | | |
| | 310-000-002-594-18-62-03 | | Gen Govt Campus Improvements | | $30.41 |
| | | | Door hinges | | |
| Total 467435 | | | | | $30.41 |
| 52019 | | 9/22/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| 467493 | | | | | |
| | PW - Supplies | | | | |
| | 101-000-000-542-30-31-12 | | PW Clearing Acct-Supplies | | $326.20 |
| | | | Fabric, spray paint, hardware, sheet metal, saw blade, wire brush | | |
| Total 467493 | | | | | $326.20 |
| Total 52019 | | | | | $2,418.09 |
| **Total Johnsons Home & Garden** | | | | | **$2,418.09** |
| **Josh Bain** | | | | | |
| 52020 | | 6/15/2021 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| 06152021 Bain | | | | | |
| | Reimbursement, form not processed when turned in | | | | |
| | 101-000-000-543-50-47-04 | | Waste Disposal | | $199.66 |
| | | | DTG Enterprises, Dump fee, disposal of old lumber | | |
| Total 06152021 Bain | | | | | $199.66 |
| Total 52020 | | | | | $199.66 |
| **Total Josh Bain** | | | | | **$199.66** |

| Vendor<br>Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date | Fiscal Description<br>Name<br>Title | Void<br>Amount |
|---|---|---|---|

## King County Finance

| | | | |
|---|---|---|---|
| 52021 | 6/30/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | |
| 120063 | | | |
| June 2022 Services | | | |
| 101-000-000-542-64-41-02 | | Street Striping | $974.50 |
| KC Project # 1120292 | | | |
| **Total 120063** | | | **$974.50** |
| 52021 | 6/30/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | |
| 120064 | | | |
| June 2022 Services | | | |
| 101-000-000-542-64-41-02 | | Street Striping | $132.72 |
| KC Project # 1135604 | | | |
| **Total 120064** | | | **$132.72** |
| 52021 | 8/31/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | |
| 121168 | | | |
| August 2022 Services | | | |
| 101-000-000-542-64-48-01 | | Traffic Signal Maintenance | $265.43 |
| KC Project # 1135604 | | | |
| **Total 121168** | | | **$265.43** |
| **Total 52021** | | | **$1,372.65** |
| **Total King County Finance** | | | **$1,372.65** |

## King County Finance - I-Net

| | | | |
|---|---|---|---|
| 52022 | 8/31/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | |
| 11012846 | | | |
| August 2022 Services | | | |
| 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 11012846** | | | **$1,490.00** |
| **Total 52022** | | | **$1,490.00** |
| **Total King County Finance - I-Net** | | | **$1,490.00** |

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

## King County Finance - Mental Health

| | | | | |
|---|---|---|---|---|
| | 52023 | 6/30/2022 | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | 2143936 | | | |
| | | **Q2 2022 Liquor Excise Tax** | | |
| | | 001-000-182-564-00-49-01 | KC Mental Health | $378.52 |
| | | | Q2 2022 Liquor Excise Tax | |
| | **Total 2143936** | | | **$378.52** |
| | **Total 52023** | | | **$378.52** |
| **Total King County Finance - Mental Health** | | | | **$378.52** |

## King County Radio Comm Services

| | | | | |
|---|---|---|---|---|
| | 52024 | 8/31/2022 | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | 18736 | | | |
| | | **August 2022 Services** | | |
| | | 001-000-214-521-20-41-03 | K/C 800 Mhz Radio Costs | $1,483.76 |
| | | | 800 MHz Radio System Access, Infrastructure Reserve Fee | |
| | **Total 18736** | | | **$1,483.76** |
| | **Total 52024** | | | **$1,483.76** |
| **Total King County Radio Comm Services** | | | | **$1,483.76** |

## L.N. Curtis & Sons

| | | | | |
|---|---|---|---|---|
| | 52025 | 8/30/2022 | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | CM33421 | | | |
| | | **PD - Uniforms** | | |
| | | 001-000-210-521-10-31-04 | PD-Uniforms | ($158.57) |
| | | | Return of police uniform items | |
| | **Total CM33421** | | | **($158.57)** |
| | 52025 | 8/1/2022 | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | INV627419 | | | |
| | | **PD - Uniforms** | | |
| | | 001-000-210-521-10-31-04 | PD-Uniforms | $680.79 |
| | | | C. Chi - Police New Hire Uniforms | |
| | **Total INV627419** | | | **$680.79** |
| | **Total 52025** | | | **$522.22** |
| **Total L.N. Curtis & Sons** | | | | **$522.22** |

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

## Language Line Services, Inc.

**52026** **8/31/2022** **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM**

**10622813**

**August 2022 Services**

001-000-211-523-60-49-02 Prisoner Lang/ Medical Costs $67.53

Interpretation services

**Total 10622813** **$67.53**

**Total 52026** **$67.53**

**Total Language Line Services, Inc.** **$67.53**

## Law Office of Krista White Swain

**52027** **9/30/2022** **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM**

**09302022 LOoKWS**

**September 2022 Services**

001-000-120-512-50-41-00 Court Judge $4,200.00

Regular Calendar

**Total 09302022 LOoKWS** **$4,200.00**

**Total 52027** **$4,200.00**

**Total Law Office of Krista White Swain** **$4,200.00**

## Les Schwab Tire Ctr - MV

**52028** **9/12/2022** **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM**

**398000543018**

**MDRT - Vehicle Maintenance**

001-000-246-558-70-48-00 Vehicle Repair & Maintenance $1,689.46

New tires, disposal of old tires

**Total 398000543018** **$1,689.46**

**Total 52028** **$1,689.46**

**Total Les Schwab Tire Ctr - MV** **$1,689.46**

## McDonough & Sons, Inc.

**52029** **9/22/2022** **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM**

**258938**

**September 2022 Services**

410-000-000-531-10-41-08 Street Sweeping $1,328.43

Street Sweeping Services

**Total 258938** **$1,328.43**

**Total 52029** **$1,328.43**

**Total McDonough & Sons, Inc.** **$1,328.43**

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

**Mike Allen**

| | | | | |
|---|---|---|---|---|
| **52030** | | **9/19/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **09192022 Allen** | | | |
| | | **Reimbursement, Mileage** | | |
| | | 001-000-240-558-51-43-01 | Lodging, Meals & Mileage | $162.50 |
| | | | Reimbursement for mileage for conference in Leavenworth, WA | |
| | **Total 09192022 Allen** | | | **$162.50** |
| **Total 52030** | | | | **$162.50** |
| **Total Mike Allen** | | | | **$162.50** |

**Mona Davis**

| | | | | |
|---|---|---|---|---|
| **52031** | | **9/23/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **09232022 Davis** | | | |
| | | **Reimbursement, Mileage** | | |
| | | 001-000-240-558-51-43-01 | Lodging, Meals & Mileage | $216.25 |
| | | | Reimbursement for mileage for conference in Chelan, WA | |
| | **Total 09232022 Davis** | | | **$216.25** |
| **Total 52031** | | | | **$216.25** |
| **Total Mona Davis** | | | | **$216.25** |

**Northstar Chemical Inc.**

| | | | | |
|---|---|---|---|---|
| **52032** | | **9/23/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **234961** | | | |
| | | **Sodium Hydroxide** | | |
| | | 401-000-000-534-80-31-03 | Caustic | $3,189.88 |
| | | | Sodium Hydroxide | |
| | **Total 234961** | | | **$3,189.88** |
| **Total 52032** | | | | **$3,189.88** |
| **Total Northstar Chemical Inc.** | | | | **$3,189.88** |

**Palmer Coking Coal Company**

| | | | | |
|---|---|---|---|---|
| **52033** | | **8/31/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **85148** | | | |
| | | **Coal Car Project** | | |
| | | 001-000-270-576-80-31-03 | Parks Operating Supplies | $36.69 |
| | | | Topsoil | |
| | **Total 85148** | | | **$36.69** |

| Vendor | Transaction Number / Transaction Reference | Invoice Date / Account Number | Fiscal Description / Name / Title | Void / Amount |
|---|---|---|---|---|
| | **52033** | **9/1/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **85164** | | | |
| | | **Lake Sawyer Storm Improvements** | | |
| | | 410-000-000-531-10-48-03 | Stormwater Maintenance & Repair | $51.65 |
| | | | Pea Gravel | |
| | **Total 85164** | | | **$51.65** |
| | **52033** | **9/2/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **85180** | | | |
| | | **Coal Car Project** | | |
| | | 001-000-270-576-80-31-03 | Parks Operating Supplies | $51.93 |
| | | | 2x4 Quarry Spalls | |
| | **Total 85180** | | | **$51.93** |
| | **52033** | **9/16/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **85319** | | | |
| | | **Coal Car Project** | | |
| | | 001-000-270-576-80-31-03 | Parks Operating Supplies | $869.42 |
| | | | Crushed gravel, topsoil, squarry spalls, beauty bark | |
| | **Total 85319** | | | **$869.42** |
| | **52033** | **9/19/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **85339** | | | |
| | | **Coal Car Project** | | |
| | | 001-000-270-576-80-31-03 | Parks Operating Supplies | $335.13 |
| | | | Topsoil, beauty bark | |
| | **Total 85339** | | | **$335.13** |
| | **Total 52033** | | | **$1,344.82** |
| **Total Palmer Coking Coal Company** | | | | **$1,344.82** |

**Parametrix, Inc.**

| | | | | |
|---|---|---|---|---|
| | **52034** | **8/31/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **38725** | | | |
| | | **August 2022 Services** | | |
| | | 001-000-257-558-70-41-03 | MDRT Traffic Engineering-Parametrix | $382.50 |
| | | | Lawson Hills SE Connector Alternatives | |
| | **Total 38725** | | | **$382.50** |

| Vendor Transaction Number | Transaction Reference | Invoice Date / Account Number | Fiscal Description / Name / Title | Void | Amount |
|---|---|---|---|---|---|
| **52034** | **38726** | **8/31/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | | **August 2022 Services** | | | |
| | | 001-000-257-558-70-41-03 | MDRT Traffic Engineering-Parametrix | | $892.50 |
| | | | PUB18-0028 Technical Review | | |
| | **Total 38726** | | | | **$892.50** |
| **52034** | **38727** | **8/31/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | | **August 2022 Services** | | | |
| | | 001-000-257-558-70-41-03 | MDRT Traffic Engineering-Parametrix | | $13,130.00 |
| | | | Updated Transportation Models | | |
| | **Total 38727** | | | | **$13,130.00** |
| **52034** | **38728** | **8/31/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | | **August 2022 Services** | | | |
| | | 001-000-257-558-70-41-03 | MDRT Traffic Engineering-Parametrix | | $895.00 |
| | | | 216th-Covington Sawyer Rd Signal | | |
| | **Total 38728** | | | | **$895.00** |
| **52034** | **38729** | **8/31/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | | **August 2022 Services** | | | |
| | | 001-000-257-558-70-41-03 | MDRT Traffic Engineering-Parametrix | | $1,915.00 |
| | | | Plat 2D Bridge Construction Observation | | |
| | **Total 38729** | | | | **$1,915.00** |
| **52034** | **38730** | **8/31/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | | **August 2022 Services** | | | |
| | | 001-000-257-558-70-41-03 | MDRT Traffic Engineering-Parametrix | | $1,456.25 |
| | | | 216th-288th traffic control plans | | |
| | **Total 38730** | | | | **$1,456.25** |
| **52034** | **38731** | **8/31/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | | **August 2022 Services** | | | |
| | | 320-000-044-595-50-63-00 | Rock Creek Bridge Project | | $1,250.00 |
| | | | Rock Creek Bridge Repair | | |
| | **Total 38731** | | | | **$1,250.00** |

| Vendor<br>Transaction Number<br>Transaction Reference<br>Account Number | Invoice Date | Fiscal Description<br>Name<br>Title | Void<br>Amount |
|---|---|---|---|
| 52034 | 8/31/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | |
| 38732 | | | |
| August 2022 Services | | | |
| 320-000-050-595-50-62-00 | | Covington Creek Bridge<br>Covington Creek Culverts Replacement | $2,671.25 |
| **Total 38732** | | | **$2,671.25** |
| **Total 52034** | | | **$22,592.50** |
| **Total Parametrix, Inc.** | | | **$22,592.50** |
| **Perteet Inc.** | | | |
| 52035 | 8/31/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | |
| 20170202.0014-2 | | | |
| July & August 2022 Services | | | |
| 001-000-257-558-70-41-04 | | MDRT Environmental Consultant-Perteet<br>2A and 2D tree removal | $900.00 |
| **Total 20170202.0014-2** | | | **$900.00** |
| **Total 52035** | | | **$900.00** |
| **Total Perteet Inc.** | | | **$900.00** |
| **Puget Sound Energy** | | | |
| 52036 | 9/6/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | |
| 09062022 PSE | | | |
| August 2022 Services | | | |
| 001-000-212-521-50-47-00 | | Electric/gas<br>200009377470: PD/CT Elec | $585.90 |
| 001-000-212-521-50-47-00 | | Electric/gas<br>220013379882: Police Storage | $45.70 |
| 001-000-248-518-20-47-00 | | MDRT Electricity<br>220013379841: MDRT Mod Bldgs Elec | $188.76 |
| 001-000-254-518-20-47-00 | | Facilities-Utilities<br>200008061844: City Hall Elec | $231.86 |
| 001-000-254-518-20-47-00 | | Facilities-Utilities<br>200008062016: City Hall Elec | $36.10 |
| 001-000-254-518-20-47-00 | | Facilities-Utilities<br>220029758004: CH - Rear 1/2 Both Floors | $318.12 |
| 001-000-254-518-20-47-00 | | Facilities-Utilities<br>220013379841: CD/PW Mod Bldgs Elec | $283.14 |
| 001-000-254-518-20-47-00 | | Facilities-Utilities<br>220029575798: CH - Front of Upper Floor | $194.41 |

| Vendor<br>Transaction Number / Transaction Reference / Account Number | Invoice Date | Fiscal Description / Name / Title | Void / Amount |
|---|---|---|---|
| 001-000-270-575-30-47-00 | | Museum Electric/Gas | $274.23 |
| | 220013378793: Museum | | |
| 001-000-270-575-51-47-00 | | Gym- Electricity and Gas | $398.25 |
| | 220013379652: Gym | | |
| 001-000-270-576-80-47-00 | | Electric/Gas | $12.70 |
| | 220013379221: Lake Sawyer Boat Launch | | |
| 001-000-270-576-80-47-00 | | Electric/Gas | $5.28 |
| | 220013379635: PW Shop-Parks 4% | | |
| 001-000-280-536-20-47-00 | | Electric/Gas | $2.64 |
| | 220013379635: PW Shop-Cemetery 2% | | |
| 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 | $147.15 |
| | 220014704229: Intersection Light 219th & SE 296th St | | |
| 101-000-000-542-63-47-01 | | Street Lighting | $14.61 |
| | 220013379601: Baker St Crosswalk | | |
| 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 | $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 | $78.01 |
| | 220013379817: Ped Lighting Roberts | | |
| 101-000-000-542-63-47-01 | | Street Lighting | $9.36 |
| | 220024466751: 24619 Morgan St | | |
| 101-000-000-542-63-47-01 | | Street Lighting | $46.43 |
| | 220013379197: Cov Sawyer & 216th | | |
| 101-000-000-543-50-47-00 | | Electric/Gas | $29.04 |
| | 220013379635: PW Shop-Street 22% | | |
| 401-000-000-534-80-47-00 | | Electric/Gas | $31.69 |
| | 220013379635: PW Shop-Water 24% (rounded to nearest penny) | | |
| 401-000-000-534-80-47-00 | | Electric/Gas | $397.76 |
| | 220013378868: 4.3 Mil Gal Resv | | |
| 401-000-000-534-80-47-00 | | Electric/Gas | $22.64 |
| | 220013378850: .5 Mil Gal Resv | | |
| 401-000-000-534-80-47-00 | | Electric/Gas | $2,138.11 |
| | 220013378835: Booster Station | | |
| 407-000-000-535-80-47-00 | | Electric/Gas | $34.14 |
| | 220013379643: Diamond Glen Sewer | | |
| 407-000-000-535-80-47-00 | | Electric/Gas | $79.89 |
| | 220013378819: Morganville Lift Station | | |

| Vendor | Transaction Number | Transaction Reference | Account Number | Invoice Date | Fiscal Description | Name | Title | Void | Amount |
|---|---|---|---|---|---|---|---|---|---|
| | | | 407-000-000-535-80-47-00 | | | | Electric/Gas | | $12.13 |
| | | | | | | 220013379619: Sewer Pump | | | |
| | | | 407-000-000-535-80-47-00 | | | | Electric/Gas | | $31.69 |
| | | | | | | 220013379635: PW Shop-Sewer 24% (rounded to nearest penny) | | | |
| | | | 410-000-000-531-10-47-00 | | | | Electric/Gas | | $31.68 |
| | | | | | | 220013379635: PW Shop-Drainage 24% | | | |
| | | **Total 09062022 PSE** | | | | | | | **$7,841.87** |
| | **Total 52036** | | | | | | | | **$7,841.87** |
| **Total Puget Sound Energy** | | | | | | | | | **$7,841.87** |

## Puget Sound Energy General Accounting

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | **52037** | | | **9/23/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | | | |
| | | **09232022 PSE** | | | | | | | |
| | | | **Permit Refund, PUB22-0072** | | | | | | |
| | | | 001-000-240-345-89-20-04 | | | | Public Works Clg Base Fee | | $60.00 |
| | | | | | | Refund, public works base fee | | | |
| | | | 101-000-000-322-40-00-00 | | | | Right of Way Permit | | $263.00 |
| | | | | | | Refund, right of way permit fee | | | |
| | | **Total 09232022 PSE** | | | | | | | **$323.00** |
| | **Total 52037** | | | | | | | | **$323.00** |
| **Total Puget Sound Energy General Accounting** | | | | | | | | | **$323.00** |

## RedfinNow Borrower, LLC

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | **52038** | | | **9/8/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | | | |
| | | **09082022 Redfin 7223.0** | | | | | | | |
| | | | **Utility Refund, August 2022** | | | | | | |
| | | | 401-000-000-343-40-00-01 | | | | Water Charges | | $85.10 |
| | | | | | | Escrow overage | | | |
| | | **Total 09082022 Redfin 7223.0** | | | | | | | **$85.10** |
| | **Total 52038** | | | | | | | | **$85.10** |
| **Total RedfinNow Borrower, LLC** | | | | | | | | | **$85.10** |

## RH2 Engineering Inc.

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | **52039** | | | **8/31/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | | | |
| | | **87488** | | | | | | | |
| | | | **August 2022 Services** | | | | | | |
| | | | 404-000-020-594-34-63-00 | | | | Fire Flow Loop: ARPA - 3rd Ave. Improvement | | $2,895.11 |
| | | | | | | 3rd Ave Water Main Improvement/ARPA | | | |
| | | **Total 87488** | | | | | | | **$2,895.11** |

| Vendor | Transaction Number | Transaction Reference | Account Number | Invoice Date | Fiscal Description | Name | Title | Void | Amount |
|---|---|---|---|---|---|---|---|---|---|
| | **52039** | | | **8/31/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | | | |
| | | **87489** | | | | | | | |
| | | | **August 2022 Services** | | | | | | |
| | | | 001-000-257-558-70-41-02 | | | MDRT Civil Engineering | | | $3,584.68 |
| | | | | | | | Mgmt, PLC Development & Construction Services, SR 169 Plan Review, On Call Inspection Services | | |
| | | **Total 87489** | | | | | | | **$3,584.68** |
| | **52039** | | | **8/31/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | | | |
| | | **87490** | | | | | | | |
| | | | **August 2022 Services** | | | | | | |
| | | | 101-000-000-542-30-41-13 | | | Prof Serv - Eng. Civil Review | | | $2,028.00 |
| | | | | | | | City Engineer | | |
| | | | 101-000-000-543-50-41-01 | | | Professional Services | | | $475.72 |
| | | | | | | | City Standard Details (Rounded to nearest penny) | | |
| | | | 101-000-000-543-50-41-01 | | | Professional Services | | | $464.71 |
| | | | | | | | General Tech. Support | | |
| | | | 401-000-000-534-80-41-10 | | | Prof Serv- Civil Eng | | | $464.71 |
| | | | | | | | General Tech. Support | | |
| | | | 401-000-000-534-80-41-10 | | | Prof Serv- Civil Eng | | | $475.73 |
| | | | | | | | City Standard Details | | |
| | | | 401-000-000-534-80-41-13 | | | Prof Service-GIS | | | $2,028.00 |
| | | | | | | | City Engineer | | |
| | | | 401-000-000-534-80-48-02 | | | Water System Rep & Mtc-Ext/Int | | | $698.03 |
| | | | | | | | North Bank Access Road Restoration | | |
| | | | 407-000-000-535-80-41-01 | | | Prof Srvs-GIS & other review | | | $475.73 |
| | | | | | | | City Standard Details | | |
| | | | 407-000-000-535-80-41-01 | | | Prof Srvs-GIS & other review | | | $464.71 |
| | | | | | | | General Tech. Support | | |
| | | | 407-000-000-535-80-41-13 | | | Prof Service - Eng. Civil Review | | | $2,028.00 |
| | | | | | | | City Engineer | | |
| | | | 410-000-000-531-10-41-00 | | | Prof Serv GIS & Misc | | | $475.73 |
| | | | | | | | City Standard Details | | |
| | | | 410-000-000-531-10-41-00 | | | Prof Serv GIS & Misc | | | $464.71 |
| | | | | | | | General Tech. Support | | |
| | | | 410-000-000-531-10-41-13 | | | Prof Service - Eng. Civil Review | | | $2,028.00 |
| | | | | | | | City Engineer | | |
| | | **Total 87490** | | | | | | | **$12,571.78** |

| Vendor | Transaction Number | Transaction Reference | Account Number | Invoice Date | Fiscal Description | Name | Title | Void | Amount |
|---|---|---|---|---|---|---|---|---|---|
| | **52039** | | | **8/31/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | | | |
| | | **87491 RH2** | | | | | | | |
| | | | **August 2022 Services** | | | | | | |
| | | | 402-000-003-594-34-63-13 | | | WSFFA-Springs Source Rehab | | | $5,124.57 |
| | | | | | | | Black Diamond Springs Rehabilitation | | |
| | | **Total 87491 RH2** | | | | | | | **$5,124.57** |
| | **52039** | | | **8/31/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | | | |
| | | **87492** | | | | | | | |
| | | | **August 2022 Services** | | | | | | |
| | | | 404-000-011-534-80-41-00 | | | Water Comp Plan | | | $5,536.23 |
| | | | | | | | Water System Plan Update Assistance | | |
| | | **Total 87492** | | | | | | | **$5,536.23** |
| | **Total 52039** | | | | | | | | **$29,712.37** |
| **Total RH2 Engineering Inc.** | | | | | | | | | **$29,712.37** |
| **Ron & Leo's Welding Service** | | | | | | | | | |
| | **52040** | | | **8/26/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | | | |
| | | **225770** | | | | | | | |
| | | | **PW - Supplies** | | | | | | |
| | | | 101-000-000-542-30-48-04 | | | PW Clearing- Shared Veh/Equip Maint | | | $312.21 |
| | | | | | | | Hydraulic Hose | | |
| | | **Total 225770** | | | | | | | **$312.21** |
| | **Total 52040** | | | | | | | | **$312.21** |
| **Total Ron & Leo's Welding Service** | | | | | | | | | **$312.21** |
| **Rupe, Ryan & Alectra** | | | | | | | | | |
| | **52041** | | | **9/8/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | | | |
| | | **09082022 Rupe 5024.0** | | | | | | | |
| | | | **Utility Refund, August 2022** | | | | | | |
| | | | 401-000-000-343-40-00-01 | | | Water Charges | | | $211.64 |
| | | | | | | | Escrow overage | | |
| | | **Total 09082022 Rupe 5024.0** | | | | | | | **$211.64** |
| | **Total 52041** | | | | | | | | **$211.64** |
| **Total Rupe, Ryan & Alectra** | | | | | | | | | **$211.64** |

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

## Seattle Daily Journal of Commerce

| | | | | |
|---|---|---|---|---|
| **52042** | | **9/15/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| **3381882** | | | | |
| **City Campus Planning** | | | | |
| | 310-000-002-594-18-62-10 | | Future Campus Planning | $100.70 |
| | | Future City Campus Planning | | |
| **Total 3381882** | | | | **$100.70** |
| **Total 52042** | | | | **$100.70** |

**Total Seattle Daily Journal of Commerce** **$100.70**

## SHI International Corp.

| | | | | |
|---|---|---|---|---|
| **52043** | | **9/20/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| **B15852020** | | | | |
| **Computer Tablet** | | | | |
| | 310-000-011-594-18-64-00 | | Gen Gvt-Pc related Hardware | $1,068.21 |
| | | Surface Pro7+ | | |
| **Total B15852020** | | | | **$1,068.21** |
| **52043** | | **9/22/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| **B15858146** | | | | |
| **Phone Software** | | | | |
| | 001-000-145-518-80-41-18 | | Misc software | $140.66 |
| | | Cisco phone firmware upgrade license | | |
| **Total B15858146** | | | | **$140.66** |
| **Total 52043** | | | | **$1,208.87** |

**Total SHI International Corp.** **$1,208.87**

## Shope Concrete Products

| | | | | |
|---|---|---|---|---|
| **52044** | | **9/13/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| **10022354** | | | | |
| **Sewer Repair Parts** | | | | |
| | 407-000-000-535-80-48-02 | | Sewer System Rep & Mtc-Ext/Int | $911.63 |
| | | Bevelled ring, 3 bolt locking cover | | |
| **Total 10022354** | | | | **$911.63** |
| **Total 52044** | | | | **$911.63** |

**Total Shope Concrete Products** **$911.63**

| Vendor | Transaction Number | Transaction Reference | Account Number | Invoice Date | Fiscal Description | Name | Title | Void | Amount |
|---|---|---|---|---|---|---|---|---|---|
| **Somer Johnson** | | | | | | | | | |
| | **52045** | | | **8/31/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | | | |
| | | **1015 SJ** | | | | | | | |
| | | | **August 2022 Services** | | | | | | |
| | | | 001-000-121-512-50-41-00 | | | Prof Svs-Therap. Grant | Community Court Services | | $2,500.00 |
| | | **Total 1015 SJ** | | | | | | | **$2,500.00** |
| | **Total 52045** | | | | | | | | **$2,500.00** |
| **Total Somer Johnson** | | | | | | | | | **$2,500.00** |
| **Sound Publishing Inc.** | | | | | | | | | |
| | **52046** | | | **8/10/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | | | |
| | | **ECH960500** | | | | | | | |
| | | | **August 2022 Services** | | | | | | |
| | | | 001-000-240-558-60-41-75 | | | Advertising-Long range planning | ORDS 22-1179-1180 | | $90.00 |
| | | **Total ECH960500** | | | | | | | **$90.00** |
| | **52046** | | | **8/17/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | | | |
| | | **ECH960929** | | | | | | | |
| | | | **August 2022 Services** | | | | | | |
| | | | 001-000-240-558-60-41-75 | | | Advertising-Long range planning | NOA Palmer Rezone | | $283.20 |
| | | **Total ECH960929** | | | | | | | **$283.20** |
| | **52046** | | | **8/17/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | | | |
| | | **ECH960930** | | | | | | | |
| | | | **August 2022 Services** | | | | | | |
| | | | 001-000-240-558-60-41-75 | | | Advertising-Long range planning | NOA Palmer #2 | | $283.20 |
| | | **Total ECH960930** | | | | | | | **$283.20** |
| | **52046** | | | **8/17/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | | | |
| | | **ECH960931** | | | | | | | |
| | | | **August 2022 Services** | | | | | | |
| | | | 001-000-240-558-60-41-75 | | | Advertising-Long range planning | Palmer Rezone | | $276.30 |
| | | **Total ECH960931** | | | | | | | **$276.30** |

| Vendor | Transaction Number | Transaction Reference | Account Number | Invoice Date | Fiscal Description / Name / Title | Void | Amount |
|---|---|---|---|---|---|---|---|
| | **52046** | **ECH961305** | | **8/24/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | | | **August 2022 Services** | | | | |
| | | | 001-000-246-558-70-44-00 | | Advertising | | $209.00 |
| | | | | | MPD Site Plan Adjustment | | |
| | | **Total ECH961305** | | | | | **$209.00** |
| | **52046** | **ECH961440** | | **8/24/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | | | **August 2022 Services** | | | | |
| | | | 001-000-210-521-10-41-75 | | PD-Advertising | | $83.10 |
| | | | | | ORD 22-1181 | | |
| | | **Total ECH961440** | | | | | **$83.10** |
| | **Total 52046** | | | | | | **$1,224.80** |
| **Total Sound Publishing Inc.** | | | | | | | **$1,224.80** |
| **Sound Uniform Solutions/Bratwear** | | | | | | | |
| | **52047** | **202208SU116** | | **8/17/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | | | **PD - Uniforms** | | | | |
| | | | 001-000-210-521-10-31-04 | | PD-Uniforms | | $530.46 |
| | | | | | B. Martinez - Jumpsuit uniform | | |
| | | **Total 202208SU116** | | | | | **$530.46** |
| | **Total 52047** | | | | | | **$530.46** |
| **Total Sound Uniform Solutions/Bratwear** | | | | | | | **$530.46** |
| **Summit Law Group, PLLC** | | | | | | | |
| | **52048** | **140024** | | **9/19/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | | | **August 2022 Services** | | | | |
| | | | 001-000-150-515-41-41-08 | | Legal Svcs-Union Contracts | | $1,995.00 |
| | | | | | Police contract consulting | | |
| | | **Total 140024** | | | | | **$1,995.00** |
| | **52048** | **140025** | | **9/19/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | | | **August 2022 Services** | | | | |
| | | | 001-000-150-515-41-41-08 | | Legal Svcs-Union Contracts | | $578.00 |

| Vendor | Transaction Number / Transaction Reference | Invoice Date / Account Number | Fiscal Description / Name / Title | Void | Amount |
|---|---|---|---|---|---|
| | | | Teamsters contract consulting | | |
| | Total 140025 | | | | **$578.00** |
| | **Total 52048** | | | | **$2,573.00** |
| **Total Summit Law Group, PLLC** | | | | | **$2,573.00** |
| **Tacoma Public Utilities** | | | | | |
| | **52049** | **8/31/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | **08312022 TPU** | | | | |
| | | **August 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 | | $40,526.15 |
| | | | Consumption | | |
| | **Total 08312022 TPU** | | | | **$53,645.97** |
| | **Total 52049** | | | | **$53,645.97** |
| **Total Tacoma Public Utilities** | | | | | **$53,645.97** |
| **TRM Wood Products Co. Inc.** | | | | | |
| | **52050** | **9/9/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | **416174** | | | | |
| | | **Museum Park Project** | | | |
| | | 001-000-290-558-30-35-05 | Minor Community Improvements | | $1,745.29 |
| | | | Lumber (4x4s, 2x6s, 2x4s, all cedar) | | |
| | **Total 416174** | | | | **$1,745.29** |
| | **52050** | **9/12/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | **416239** | | | | |
| | | **Flatbed Truck Rail Replacement** | | | |
| | | 101-000-000-542-30-48-04 | PW Clearing- Shared Veh/Equip Maint | | $187.66 |
| | | | Lumber, pressure treated | | |
| | **Total 416239** | | | | **$187.66** |
| | **52050** | **9/15/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | **416375** | | | | |
| | | **Flatbed Truck Rail Replacement** | | | |
| | | 101-000-000-542-30-48-04 | PW Clearing- Shared Veh/Equip Maint | | $34.78 |
| | | | Pressure treated lumber | | |
| | **Total 416375** | | | | **$34.78** |

| Vendor | Transaction Number / Transaction Reference / Account Number | Invoice Date | Fiscal Description / Name / Title | Void | Amount |
|---|---|---|---|---|---|
| | 52050 | 9/20/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| | 416539 | | | | |
| | Coal Car Project | | | | |
| | 001-000-270-576-80-31-03 | | Parks Operating Supplies | | $94.22 |
| | | | Plywood | | |
| | Total 416539 | | | | $94.22 |
| | Total 52050 | | | | $2,061.95 |
| Total TRM Wood Products Co. Inc. | | | | | $2,061.95 |
| **UBM** | | | | | |
| | 52051 | 8/31/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| | INV480122 | | | | |
| | August 2022 Services | | | | |
| | 001-000-120-512-50-49-02 | | Printing and Binding | | $49.57 |
| | | | Printing Charges | | |
| | Total INV480122 | | | | $49.57 |
| | Total 52051 | | | | $49.57 |
| Total UBM | | | | | $49.57 |
| **Unitec Corporation** | | | | | |
| | 52052 | 9/22/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| | SS-04012 | | | | |
| | September 2022 Services | | | | |
| | 001-000-210-521-10-48-01 | | PD-Vehicle/Eq. Mtc. & Repair | | $475.21 |
| | | | Testing, adjustment of portable axle scales | | |
| | Total SS-04012 | | | | $475.21 |
| | Total 52052 | | | | $475.21 |
| Total Unitec Corporation | | | | | $475.21 |
| **Valley Mobile Trailer Repair** | | | | | |
| | 52053 | 8/22/2022 | 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM | | |
| | 33105 | | | | |
| | Repair of Sewer Line Truck | | | | |
| | 101-000-000-542-30-48-04 | | PW Clearing- Shared Veh/Equip Maint | | $2,056.33 |
| | | | Repair of sewer line truck (parts + labor) | | |
| | Total 33105 | | | | $2,056.33 |
| | Total 52053 | | | | $2,056.33 |
| Total Valley Mobile Trailer Repair | | | | | $2,056.33 |

| Vendor | Transaction Number / Transaction Reference / Account Number | Invoice Date | Fiscal Description / Name / Title | Void | Amount |
|---|---|---|---|---|---|
| **Varius Inc.** | | | | | |
| | **52054** | **8/31/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | **1538 Varius** | | | | |
| | **August 2022 Services** | | | | |
| | 001-000-257-558-70-41-02 | | MDRT Civil Engineering | | $6,216.00 |
| | | | Lawson Hills preliminary | | |
| | **Total 1538 Varius** | | | | **$6,216.00** |
| | **52054** | **8/31/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | **1539** | | | | |
| | **August 2022 Services** | | | | |
| | 001-000-257-558-70-41-02 | | MDRT Civil Engineering | | $334.00 |
| | | | General engineering | | |
| | **Total 1539** | | | | **$334.00** |
| | **52054** | **8/31/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | **1540** | | | | |
| | **August 2022 Services** | | | | |
| | 001-000-257-558-70-41-02 | | MDRT Civil Engineering | | $7,511.00 |
| | | | Final plat 2D division 1 | | |
| | **Total 1540** | | | | **$7,511.00** |
| | **52054** | **8/31/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | **1541** | | | | |
| | **August 2022 Services** | | | | |
| | 001-000-257-558-70-41-02 | | MDRT Civil Engineering | | $4,662.00 |
| | | | Mountain View utility permitting | | |
| | **Total 1541** | | | | **$4,662.00** |
| | **52054** | **8/31/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | **1542 Varius** | | | | |
| | **August 2022 Services** | | | | |
| | 001-000-257-558-70-41-02 | | MDRT Civil Engineering | | $4,662.00 |
| | | | P2D utility engineering | | |
| | **Total 1542 Varius** | | | | **$4,662.00** |
| | **Total 52054** | | | | **$23,385.00** |
| **Total Varius Inc.** | | | | | **$23,385.00** |

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

## VenTek International

| | | | | |
|---|---|---|---|---|
| **52055** | | **8/31/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **134102** | | | |
| | | **August 2022 Services** | | |
| | | 001-000-270-576-80-41-02 | Venvue Pay Station | $90.00 |
| | | | Venvue Pay Station | |
| | **Total 134102** | | | **$90.00** |
| **Total 52055** | | | | **$90.00** |
| **Total VenTek International** | | | | **$90.00** |

## Wa Association of Sheriffs & Police Chiefs

| | | | | |
|---|---|---|---|---|
| **52056** | | **9/1/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **DUES 2022-00561** | | | |
| | | **Associate Dues** | | |
| | | 001-000-210-521-10-49-02 | PD-Memberships | $75.00 |
| | | | Associate Dues, B. Martinez | |
| | **Total DUES 2022-00561** | | | **$75.00** |
| **Total 52056** | | | | **$75.00** |
| **Total Wa Association of Sheriffs & Police Chiefs** | | | | **$75.00** |

## Washington State Department of Ecology

| | | | | |
|---|---|---|---|---|
| **52057** | | **9/19/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **23-WAR310537-1** | | | |
| | | **Springs Transmission Main Replacement** | | |
| | | 402-000-003-594-34-63-07 | Permits, Water Rights, Easements | $780.00 |
| | | | Springs Transmission Main Replacement | |
| | **Total 23-WAR310537-1** | | | **$780.00** |
| **Total 52057** | | | | **$780.00** |
| **Total Washington State Department of Ecology** | | | | **$780.00** |

## Washington State Patrol

| | | | | |
|---|---|---|---|---|
| **52058** | | **9/22/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | |
| | **00077556** | | | |
| | | **Quarterly WSP Access Fee** | | |
| | | 001-000-214-521-20-42-02 | WSP Access | $600.00 |
| | | | Qtrly WSP Access Fee | |
| | **Total 00077556** | | | **$600.00** |

| Vendor Transaction Number | Transaction Reference | Invoice Date / Account Number | Fiscal Description / Name / Title | Void | Amount |
|---|---|---|---|---|---|
| **52058** | **I23000956** | **9/7/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | | **August 2022 Services** | | | |
| | | 633-000-500-589-30-00-00 | CPL Fees for WSP/FBI - Fingerprint | | $39.75 |
| | | | Fingerprints - CPL | | |
| | **Total I23000956** | | | | **$39.75** |
| **52058** | **I23001237** | **9/7/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | | **August 2022 Services** | | | |
| | | 001-000-180-518-50-41-03 | Misc hiring/Employment costs | | $11.00 |
| | | | Background check, new hire | | |
| | **Total I23001237** | | | | **$11.00** |
| **Total 52058** | | | | | **$650.75** |
| **Total Washington State Patrol** | | | | | **$650.75** |

## Washington Workwear Stores, Inc.

| Vendor Transaction Number | Transaction Reference | Invoice Date / Account Number | Fiscal Description / Name / Title | Void | Amount |
|---|---|---|---|---|---|
| **52059** | **6101** | **9/1/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | | **PW - Uniforms** | | | |
| | | 101-000-000-542-30-31-04 | Uniforms & Safety Supplies | | $350.50 |
| | | | Boots, Sweatshirt, Shirts | | |
| | **Total 6101** | | | | **$350.50** |
| **Total 52059** | | | | | **$350.50** |
| **Total Washington Workwear Stores, Inc.** | | | | | **$350.50** |

## Water Management Laboratories, Inc.

| Vendor Transaction Number | Transaction Reference | Invoice Date / Account Number | Fiscal Description / Name / Title | Void | Amount |
|---|---|---|---|---|---|
| **52060** | **205732** | **8/31/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | | **Water Testing Services** | | | |
| | | 401-000-000-534-80-41-02 | Water Testing and Sampling | | $23.00 |
| | | | Water testing services | | |
| | **Total 205732** | | | | **$23.00** |
| **52060** | **205997** | **9/19/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | | **Water Testing Services** | | | |
| | | 401-000-000-534-80-41-02 | Water Testing and Sampling | | $23.00 |

| Vendor<br>Transaction Number | Transaction Reference | Account Number | Invoice Date | Fiscal Description<br>Name<br>Title | Void | Amount |
|---|---|---|---|---|---|---|
| | | | | Water testing services | | |
| | **Total 205997** | | | | | **$23.00** |
| **Total 52060** | | | | | | **$46.00** |
| **Total Water Management Laboratories, Inc.** | | | | | | **$46.00** |
| **Williams Scotsman, Inc.** | | | | | | |
| **52061** | | | **9/1/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | **9015103865** | | | | | |
| | | **September 2022 Rent** | | | | |
| | | 001-000-254-518-20-45-01 | | Facilities-Bldg Rental/Modspace | | $3,457.75 |
| | | | | CD Modular Rental | | |
| | **Total 9015103865** | | | | | **$3,457.75** |
| **52061** | | | **9/1/2022** | **2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM** | | |
| | **9015103867** | | | | | |
| | | **September 2022 Rent** | | | | |
| | | 001-000-248-518-20-45-01 | | MDRT-Bldg Rental-Modspace | | $1,959.86 |
| | | | | MDRT Modular Rental | | |
| | **Total 9015103867** | | | | | **$1,959.86** |
| **Total 52061** | | | | | | **$5,417.61** |
| **Total Williams Scotsman, Inc.** | | | | | | **$5,417.61** |

**Vendor Count 72** **Grand Total $252,057.76**

# Voucher Directory with Transaction Date

| Vendor | Transaction Number | Transaction Reference | Account Number | Invoice Date | Fiscal Description / Name / Title | Void / Amount |
|---|---|---|---|---|---|---|
| **Sorci Family LLC** | | | | | | |
| | **52062** | | | **10/1/2022** | **2022 - October - 1st Oct 2022 Batch for 10.06.2022 CM** | |
| | | **10012022** | | | | |
| | | | **October 2022 Rent** | | | |
| | | | 001-000-248-518-20-45-02 | | MDRT Property Rental Cost | $726.42 |
| | | | | | MDRT property rental | |
| | | | 001-000-254-518-20-45-02 | | Facilities-Prop Rental | $1,089.62 |
| | | | | | CD/PW property rental | |
| | | | 001-000-254-518-20-45-05 | | Facilities City Hall Bldg Rental | $10,950.00 |
| | | | | | City Hall rental | |
| | | **Total 10012022** | | | | **$12,766.04** |
| | **Total 52062** | | | | | **$12,766.04** |
| **Total Sorci Family LLC** | | | | | | **$12,766.04** |

**Vendor Count 1** **Grand Total $12,766.04**

# Register

Fiscal: 2022
Deposit Period: 2022 - October, 2022 - September
Check Period: 2022 - October - 1st Oct 2022 Batch for 10.06.2022 CM, 2022 - September - September Void Batch # 2, 2022 - September - September Early Batch # 2, 2022 - September - 3rd Sept 2022 Batch for 10.06.2022 CM

| Number | Name | Print Date | Clearing Date | Amount |
|---|---|---|---|---|
| **Columbia Bank** | **390562401** | | | |
| **Check** | | | | |
| 51984 | City of Issaquah | 9/13/2022 | | $3,089.31 |
| 51985 | Washington State Patrol | 9/15/2022 | | $66.25 |
| 51986 | Northwest Modular Systems Furniture | 9/20/2022 | | $391.32 |
| 51987 | Long Bay Enterprises, Inc | 10/22/2022 | | Void |
| 51988 | Long Bay Enterprises, Inc | 9/22/2022 | | $291.00 |
| 51989 | HWA GeoSciences Inc. | 9/26/2022 | | $4,350.00 |
| 51990 | Agrishop Inc. | 10/7/2022 | | $134.77 |
| 51991 | AHBL, Inc. | 10/7/2022 | | $6,905.00 |
| 51992 | Alpine Products Inc. | 10/7/2022 | | $1,796.32 |
| 51993 | Amazon Capital Services, Inc. | 10/7/2022 | | $5,930.06 |
| 51994 | American Promotional Events | 10/7/2022 | | $1,205.76 |
| 51995 | Art Gamblin Motors | 10/7/2022 | | $80.68 |
| 51996 | Association of Washington Cities | 10/7/2022 | | $13,400.00 |
| 51997 | Big Mountain Electric, Inc | 10/7/2022 | | $592.42 |
| 51998 | Black Diamond Auto Parts | 10/7/2022 | | $843.42 |
| 51999 | Black Diamond Labor Days Committee | 10/7/2022 | | $576.00 |
| 52000 | Black Diamond Royal Towing | 10/7/2022 | | $357.71 |
| 52001 | Blueline | 10/7/2022 | | $1,344.75 |
| 52002 | Cadman, Inc. | 10/7/2022 | | $497.60 |
| 52003 | CenturyLink (WA) | 10/7/2022 | | $651.20 |
| 52004 | CHS/Cenex Inc | 10/7/2022 | | $2,033.85 |
| 52005 | City of Black Diamond CD | 10/7/2022 | | $642.00 |
| 52006 | CIVICPLUS | 10/7/2022 | | $729.00 |
| 52007 | Comcast | 10/7/2022 | | $24.27 |
| 52008 | Commercial Driver School | 10/7/2022 | | $6,187.00 |
| 52009 | Cutters Supply Inc. | 10/7/2022 | | $176.18 |
| 52010 | Dona Linton | 10/7/2022 | | $95.63 |
| 52011 | Esri | 10/7/2022 | | $16,305.00 |
| 52012 | Ferguson Waterworks #3011 | 10/7/2022 | | $1,910.83 |
| 52013 | Grindline Skateparks | 10/7/2022 | | $4,746.00 |
| 52014 | H.D. Fowler Company | 10/7/2022 | | $802.26 |
| 52015 | Hardesty, Andrew & Simone | 10/7/2022 | | $167.63 |
| 52016 | Home Depot Credit Service | 10/7/2022 | | $1,797.61 |
| 52017 | Honey Bucket/Northwest Cascade Inc. | 10/7/2022 | | $319.00 |
| 52018 | HWA GeoSciences Inc. | 10/7/2022 | | $1,630.00 |

| Number | Name | Print Date | Clearing Date | Amount |
|---|---|---|---|---|
| 52019 | Johnsons Home & Garden | 10/7/2022 | | $2,418.09 |
| 52020 | Josh Bain | 10/7/2022 | | $199.66 |
| 52021 | King County Finance | 10/7/2022 | | $1,372.65 |
| 52022 | King County Finance - I-Net | 10/7/2022 | | $1,490.00 |
| 52023 | King County Finance - Mental Health | 10/7/2022 | | $378.52 |
| 52024 | King County Radio Comm Services | 10/7/2022 | | $1,483.76 |
| 52025 | L.N. Curtis & Sons | 10/7/2022 | | $522.22 |
| 52026 | Language Line Services, Inc. | 10/7/2022 | | $67.53 |
| 52027 | Law Office of Krista White Swain | 10/7/2022 | | $4,200.00 |
| 52028 | Les Schwab Tire Ctr - MV | 10/7/2022 | | $1,689.46 |
| 52029 | McDonough & Sons, Inc. | 10/7/2022 | | $1,328.43 |
| 52030 | Mike Allen | 10/7/2022 | | $162.50 |
| 52031 | Mona Davis | 10/7/2022 | | $216.25 |
| 52032 | Northstar Chemical Inc. | 10/7/2022 | | $3,189.88 |
| 52033 | Palmer Coking Coal Company | 10/7/2022 | | $1,344.82 |
| 52034 | Parametrix, Inc. | 10/7/2022 | | $22,592.50 |
| 52035 | Perteet Inc. | 10/7/2022 | | $900.00 |
| 52036 | Puget Sound Energy | 10/7/2022 | | $7,841.87 |
| 52037 | Puget Sound Energy General Accounting | 10/7/2022 | | $323.00 |
| 52038 | RedfinNow Borrower, LLC | 10/7/2022 | | $85.10 |
| 52039 | RH2 Engineering Inc. | 10/7/2022 | | $29,712.37 |
| 52040 | Ron & Leo's Welding Service | 10/7/2022 | | $312.21 |
| 52041 | Rupe, Ryan & Alectra | 10/7/2022 | | $211.64 |
| 52042 | Seattle Daily Journal of Commerce | 10/7/2022 | | $100.70 |
| 52043 | SHI International Corp. | 10/7/2022 | | $1,208.87 |
| 52044 | Shope Concrete Products | 10/7/2022 | | $911.63 |
| 52045 | Somer Johnson | 10/7/2022 | | $2,500.00 |
| 52046 | Sound Publishing Inc. | 10/7/2022 | | $1,224.80 |
| 52047 | Sound Uniform Solutions/Bratwear | 10/7/2022 | | $530.46 |
| 52048 | Summit Law Group, PLLC | 10/7/2022 | | $2,573.00 |
| 52049 | Tacoma Public Utilities | 10/7/2022 | | $53,645.97 |
| 52050 | TRM Wood Products Co. Inc. | 10/7/2022 | | $2,061.95 |
| 52051 | UBM | 10/7/2022 | | $49.57 |
| 52052 | Unitec Corporation | 10/7/2022 | | $475.21 |
| 52053 | Valley Mobile Trailer Repair | 10/7/2022 | | $2,056.33 |
| 52054 | Varius Inc. | 10/7/2022 | | $23,385.00 |
| 52055 | VenTek International | 10/7/2022 | | $90.00 |
| 52056 | Wa Association of Sheriffs & Police Chiefs | 10/7/2022 | | $75.00 |
| 52057 | Washington State Department of Ecology | 10/7/2022 | | $780.00 |
| 52058 | Washington State Patrol | 10/7/2022 | | $650.75 |
| 52059 | Washington Workwear Stores, Inc. | 10/7/2022 | | $350.50 |
| 52060 | Water Management Laboratories, Inc. | 10/7/2022 | | $46.00 |
| 52061 | Williams Scotsman, Inc. | 10/7/2022 | | $5,417.61 |
| 52062 | Sorci Family LLC | 10/7/2022 | | $12,766.04 |
| V51742 | Washington State Patrol | 9/13/2022 | | ($66.25) |

| Number | Name | Print Date | Clearing Date | Amount |
|---|---|---|---|---|
| | | Total | Check | $272,945.43 |
| | | Total | 390562401 | $272,945.43 |
| | | Grand Total | | $272,945.43 |

# BLACK DIAMOND CITY COUNCIL
# WORK SESSION MINUTES
# September 8, 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, Stallard (Zoom), Mulvihill, de Leon (Zoom), O'Donnell, Page. (Councilmember Smith was not present during roll call and entered the meeting at 6:01 p.m.

**ABSENT:** None

**Staff present**: Mayene Miller: Finance Director; Scott Hanis, Public Works Director; Ryan Sweet, Capital Project/Program Manager; Rob Reed, IS Manger; Brenda L. Martinez, City Clerk/HR Manager

## WORK SESSION:

**1) Discussion and Review of 2023-2028 Draft Capital Improvement Plan**

Mayor Benson welcomed everyone and announced that tonight's meeting is on the 2023-2028 Draft Capital Improvement Plan and turned the meeting over to Finance Director Miller.

Councilmember Smith entered the meeting at 6:01 p.m.

Ms. Miller discussed with Council the history of this document and the different plans that are used to form what projects are included in it. She noted this is a plan and if needed it can be amended at any time.

Public Works Director Hanis reviewed the following projects with Council.

**Street Department**

- T1 – Street Maintenance – This project provides annual funding for minor street improvements that typically require minimal design engineering and funded out of REET 2
- T2 – Grant Matching Fund – This fund is used for professional technical assistance with grant applications and supplement funding if a grant is received for a project that needs to be moved up in the CIP schedule or if a larger match than anticipated is needed.
- T4 – SR 169 Roundabouts – Capital adding project.

- T5 – Roberts Drive Rehab – City Hall to SR 169 – This is the last leg to finish up Roberts Drive.
- T6 – Downtown Public Parking – The preliminary stage of this project is to identify and compare options to help with deficiencies that exist in parking in the Railroad Avenue area.
- T7 – Sawyer Woods Sidewalk, Phase 1 – This project is dependent on grant funding.
- T8 – SR 169 – James St to Roberts Drive Sidewalk – This sidewalk would provide a link to the downtown area and the north commercial site.
- T9 – Sawyer Woods Sidewalk, Phase 2 – This project is dependent on grant funding.
- T10 – Pipeline Road – This project is a requirement of developer of the MPD.
- T11 – Lawson Street, Sidewalk, Phase 2 – This is a developer funded project.
- T12 – North Connector – Developer project.
- T13 – SE 288$^{th}$ St. Sidewalk, Phase 1 – 288$^{th}$ sidewalk on south side of SE 288$^{th}$ between 216$^{th}$ Ave and 224$^{th}$ Ave SE.
- T14 – Lawson St/169 Intersection Improvements – Developer funded project to improve the intersection at Lawson St. and SR 169.
- T15 – Baker St/169 Intersection Improvements. Developer funded.
- T16 – Lawson Connector Lawson Parkway – Developer funded project.
- T16B – Lawson St/Botts Drive Intersection Improvements – Developer funded project.
- T18 – 216$^{th}$ Ave Se Pedestrian Improvements – Project targeted with TIB and grant matching funds.

**Water Department**

- W1 – Springs & Transmission Reconstruction – Funded through the WSFFA.
- W3 – Water Comprehensive Plan Update – Funded through water rates.
- W4 – 4.3 Mil Gal Tank Maintenance and Repairs – Funded through water rates.
- W5 – Lawson Street Watermain Replacement
- W6 – Morganville North Watermain Replacement – Targeted funds are CDBG funds, REET 2 and water rates.
- W7 – 0.5 MG Water Reservoir Recoat – This project is a repaint of the inside and outside and may be pushed out a few more years; waiting for development schedule for Lawson Hill. Another inspection might be necessary to determine remaining useful life of this reservoir. Funding is anticipated through water rates.
- W-9 – SCADA System Improvements – partially funded out of water and sewer rates.
- W10 – Morgan Street AC Watermain Replacement, Phase 1 – This project is several years out and could potentially be funded through CDBG, REET 2 and water reserves.

**Sewer Department**

- S2 – Diamond Glen Pump Station Decommissioning

**Stormwater Department**

- D1 – North Commercial and SR 169 Stormwater Treatment Pond (Vault) – Funded through stormwater connection/rates and REET 2.
- D2 – Ginder Creek Headwall – Funded through TIB and REET 2

- D4 – Lawson Hills Stormwater Ponds – Funded through REET 2 and Homeowners Association
- D5 – Diamond Glen Storm Pond Decommission – Funds from sale of lot.

**Public Works Facilities and Equipment**
- A1 - Public Works Facility Improvements – Funded out of operating budgets.
- A2 – Equipment Replacement Program

Community Development Director Davis along with Public Works Director Hanis reviewed these projects with Council.

**Parks Department**
- P1 - Skatepark Reconstruction
- P2 – Ginder Creek Trail and Site Restoration
- P3 – Ginder Creek Property Acquisition & Improvement
- P5 – Eagle Creek Park Redevelopment
- P7 – Lake Sawyer Park Boat Launch – Eng Design & Permitting
- P8 – Boat Launch Park Shoreline Stabilization – Design and Permitting

Councilmember Mulvihill left the meeting at 7:57 p.m.
Councilmember Stallard left the meeting at 8:00 p.m.

Finance Director Miller reviewed the following projects with Council.
**Fire Department**
- F1 - Add New Engine to Fleet
- F2 – Replace Reserve Engine
- F3 – Additional Aid Car
- F4 – Replace Brush-Truck Chassis
- F5 – New Fire Station and Equipment – Growth Related
- F6 – Replace and Add Breathing Apparatus

**Police Department**
- L1 – Patrol Vehicle Replacement Plan
- L2 – Radio Replacement

**Administration General Government**
- G1 - General Facility Improvements
- G2 – Gym/Wayfinding Signs
- G3 – IT Department – IS Manager Reed reviewed the IT projects/needs with Council.

In closing Ms. Miller noted there will be public hearing on this plan and stressed that this is a plan and shared that all departments worked hard to put this document together.

## ADJOURNMENT:

Councilmember Smith **moved** to adjourn the meeting; **second** by Councilmember Page. Motion **passed** with all voting in favor (4-0). The meeting ended at 8:46 p.m.

ATTEST:

| | |
|---|---|
| Carol Benson, Mayor | Brenda L. Martinez, City Clerk |

# BLACK DIAMOND CITY COUNCIL MINUTES
## Council Meeting of September 15, 2022
### Hybrid Meeting Via Zoom and In-Person
### Council Chamber, 25510 Lawson Street, Black Diamond, Washington

## CALL TO ORDER, FLAG SALUTE:
Mayor Benson called the regular meeting to order at 7:00 p.m. and led us all in the Flag Salute.

## ROLL CALL:
**PRESENT:** Councilmembers Deady, Stallard, Smith (zoom), Mulvihill, de Leon (zoom), O'Donnell (zoom), Page

ABSENT: None

Staff present: Kevin Esping, Facilities Equipment Coordinator; Mona Davis, Community Development Director; Scott Hanis, Public Works 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 Deady **moved** to accept the agenda; **second** Councilmember Page. Motion **passed** with all voting in favor (7-0).

## PUBLIC COMMENTS:
Kristen Bryant, Bellevue spoke to Council.

## APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:
**1)** **Proclamation -** Childhood Cancer Week

**2)** **Proclamation -** Constitution Week

**3)** **Proclamation -** National Recovery Month

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

**4)** **Claim Checks –** September 15, 2022, Check No. 51927 through 51983 (void 51816, 51825) and EFTs in the amount of $548,278.42

5) **Payroll** – August 2022, Check No. 20215 through 20224 and ACHs in the amount of $465,678.57
6) **Minutes** –Council Meeting of September 1, 2022
7) **AB22-071 –** Resolution Granting Approval of the Final Plat for Ten Trails (F/K/A "The Villages) Plat 2 D Division 2 Subdivision
8) **AB22-072** – Resolution Approving Letter of Understanding with Teamsters Units

## PUBLIC HEARINGS: None
## UNFINISHED BUSINESS: None
## NEW BUSINESS: None

## DEPARTMENT REPORTS:
**Fire** – Chief Smith expressed that the Labor Day event went great, and they really enjoyed participating. He shared that 218th is open in both directions and stressed caution when using it. This weekend is the Ironman race and roads will be filled with bicycles and reminded everyone to be careful and choose a different route if you can. All recruits are in the academy.

**Police**- Chief Kiblinger recapped her report she sent to Council. She shared staffing levels, and noted they are making progress in hiring. They will be participating in the Trunk or Treat event. She also discussed the Ironman event this weekend and the Tough Mudder event that is coming up too. She reported that the police vessel sank twice, and the mechanics were able to find three areas of the boat that caused it to sink and noted that unfortunately it is not salvageable. She shared that she has reached out to state parks, and they may have some money to contribute. She informed Council that their offices will be closed two days at the end of the month for installing new furniture and flooring and these closures will be posted on the website.

## MAYOR'S REPORT:
Mayor Benson reported attending all three days of the labor day's festivities and thanked the volunteers for all their hours and hard work. She reported that on 9/29 the Finance Director recruitment contract will come before Council as Ms. Miller has given notice that she plans on retiring around June 2023. She also shared that she hopes to bring forward at the October 6th meeting the City Administrator recruitment firm contract.

## COUNCIL REPORTS:
Councilmember Mulvihill no report.

Councilmember de Leon shared her experience with COVID and appreciates the patience. She hopes to attend the Ironman event and shared that Rainier Foothills is turning 40 and the event is this upcoming Wednesday. She attended her finance committee meeting and wished Ms. Miller all the best in her next chapter. She heard about the fish ladder and what that can look like to promote the health of the salmon. She noted that Councilmember Page put together a list of few different projects that Council could be working on and always adding item but not taking anything off the plate and encourage Council to go back to those lists to see what needs to be added. She believes they need to have a start and end time for meetings and thinks this will help with attendance and also help with in-person attendance. She expressed being very concerned they are not tackling things in a proactive way and are being highly reactive to what's going on. She shared that one of the big sticking points for her is that they need to be at the forefront of the kind of city they want to create.

Councilmember O'Donnell noted having similar concerns as Councilmember de Leon. She noted other cities do better on actions items and communicating the progress on these and believes there is a better way. He suggested having periodic updates from all department directors and believes the city code says department heads provide a monthly report and if not, it would be best to get a periodic update from them all and provided examples of what he would like to hear updates on. He discussed the city's CIP and thanked everyone for their hard work and noted that all capital projects need to be captured in the plan whether they can be funded or not. He touched on the fire truck purchase and fire station staffing, a moratorium on future developments until we have infrastructure supported and developers are paying their fair share. He also touched on the FLUM.

Councilmember Page reported on the Community Development meeting that was held today. She noted they had a discussion on food truck permits and how the city code addressed food trucks, adaptive parks, parking, and how to be in a supportive mode for code violations. She commented on starting the budget season and would like to see a salary survey done. She also followed up on the wayfinding signs and working together with Councilmember Deady on this project. She thanked Chief Kiblinger for the report and asked folks to remember the speed limit on Roberts Drive is 25 and to slow down. She commented on the crosswalk flags that have been installed and would like to also see them installed at Roberts Drive and Bruckners Way. She thanked Chief Smith for her stop the bleed show and tell, and on behalf of the Black Diamond Labor Days Committee she thanked the staff and Mayor for all they do behind the scenes and noted they are continually looking for volunteers for events.

Councilmember Deady noted that in the Community Development meeting they also discussed grants they are working on and on Morgan Street a developer is planning on building 55-unit apartment building. She shared that the Labor Day event was awesome and a busy time. She noted the planning for this event being about a five-month process from start to finish and thanked everyone who was involved. She thanked the directors for coming to the meetings and giving updates and noted they are doing a great job on getting information back and Council can contact them and bring back an update at the meeting. She quickly touched on zoom and for Councilmembers to be in the Chambers unless they are sick and if they are on zoom, they should be on camera so everyone can see they are in attendance and to give advance notice if attending by zoom. She further added that she asked Councilmember Page and City Clerk Martinez to help craft language for our Council Rules regarding zoom decorum and to look for that to come forward for discussion.

Councilmember Stallard touched on the zoom camera being off for a Planning and Community Services Committee meeting Councilmember Deady attended, and it being fine with her, and there may be reasons a Councilmember can't explain why they are off camera. She shared this to be fair. She noted sharing in some of the frustrations on actions and explained that she doesn't necessarily agree with Councilmember O'Donnell that they should be stopping development. She shared that there are other ways that we need to be generating revenue so that we can take action and make things happen. She expressed being personally frustrated with coming to meetings where people are not providing her with information, because as a working professional who's doing this for very little pay, she doesn't have time to go and seek everyone out as some Councilmembers can and appreciates them as she wouldn't have some of the information and thinks that is what makes them a good team. She noted that it's okay to expect the departments to be reporting on something just as she would at a school board meeting. She believes this is fair to ask and if a stipend is needed to pay for the extra time, she is in support of this.

Councilmember Smith noted being here, taking notes and doing his civic duty. He echoed Councilmember O'Donnell's concerns, and Councilmember Page's comments on sidewalks. He shared that the Ironman event is coming up this weekend and noted Tough Mudder is sold out and the PTO for the Black Diamond Elementary School is hosting a beer garden at it.

Councilmembers continued to discuss attending by zoom and meeting decorum.

## ATTORNEY REPORT:

City Attorney Linehan updated Council on the King County Housing Authority Rainier View Expansion. He noted that an email was received from an individual at King County Housing Authority regarding what kind of waivers they will need. He shared that Director Davis will prepare a memo outlining her thoughts on the waivers and have it sent out before the special meeting so Council can have a conversation and instruct him on how the Council would like to move forward.

## PUBLIC COMMENTS:

Carol Lynn Harp, Black Diamond spoke to Council.
Councilmember O'Donnell spoke.
John Olson, Black Diamond spoke to Council.
Kristen Bryant, Bellevue spoke to Council.

## EXECUTIVE SESSION: None

## ADJOURNMENT

Councilmember Mulvihill **moved** to adjourn the meeting; **second** Councilmember Deady. Motion **passed** with all voting in favor (7-0). The meeting ended at 8:15 p.m.

ATTEST:

_______________________________ _______________________________

Carol Benson, Mayor Brenda L. Martinez, City Clerk

# BLACK DIAMOND CITY COUNCIL MINUTES
## Council Special Meeting of September 22, 2022
### Hybrid Meeting Via Zoom and In-Person
### Council Chamber, 25510 Lawson Street, Black Diamond, Washington

## CALL TO ORDER, FLAG SALUTE:

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

## ROLL CALL:

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

**ABSENT:** Councilmember Deady (excused)

Staff present: Mona Davis, Community Development Director; Scott Hanis, Public Works Director; IS Manager, Rob Reed, and Brenda L. Martinez, City Clerk/HR

## WORK SESSION:

**1)** Discussion with King County Housing Authority Regarding the Rainier View Expansion

Dan Watson, Dan Landes, and Tim Walters from King County Housing Authority addressed Council. Mr. Watson shared their proposal for the expansion of Rainier View which is to add another 14 residential sites and they would not be touching the commercial area. He discussed with Council that they are looking for two (2) code waivers, 1) waive the 10-acre minimum as they are very close to that, and 2) treat the residential zone areas as a separate parcel from the commercial parcel and keep it (commercial parcel) as is with no landscaping or frontage requirements until that commercial piece is built. Also discussed were assurances. He touched on the Housing Cooperation Law (RCW 35.83) and how it's specific to the Housing Authority, so they can work with local government and gave examples. He mentioned that some may say what does the city get out of this. He stated they are going to do more affordable housing for the city and are simply asking to extend the cooperation that's necessary to run the project forward and the other benefit to the city is, you are getting a more commercially viable parcel that is zoned commercial and they are happy to work with the city on the vision for this land. He noted they have prepared a draft cooperation agreement for review.

Director Davis noted that she sent an email earlier this week with the first review letter and clarified that a CUP would not be required to put residential on residential and noted there is a single-family home on the commercial and noted what areas that poses. She discussed the pedestrian easements and suggested we should talk about this tonight.

- Commercial area
- Landscaping
- Proposed Club House and use – One of the residential units would be the Club House and later would be turned into a residential unit.
- ADA options
- Process moving forward

The City Attorney will work with the Housing Authority based on the tonight's conversation and bring back an agreement for Council review and action.

## ADJOURNMENT:

Councilmember Mulvihill **moved** to adjourn the meeting; **second** Councilmember Page. Motion **passed** with all voting in favor (6-0). The meeting ended at 7:29 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: | Agenda Date: October 6, 2022 | AB22-074 |
|---|---|---|
| **Resolution authorizing the Mayor to execute a professional services agreement with RH2 Engineering, Inc. for design engineering of the SR 169 Northern Water Main Improvements.** | Mayor Carol Benson | |
| | City Administrator | |
| | City Attorney David Linehan | |
| | City Clerk – Brenda L. Martinez | |
| | Com Dev/Nat Res – | |
| | Finance – May Miller | |
| | MDRT/Ec Dev – Andy Williamson | |
| Cost Impact (see also Fiscal Note): $78,440 | Police – Chief Kiblinger | |
| Fund Source: REET 2 and Water Reserves | Public Works – Scott Hanis | X |
| Timeline: 2022-2023 | Court – Stephanie Metcalf | |

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

**Attachments: Resolution; Agreement**

SUMMARY STATEMENT:
The City of Black Diamond intends to extend the existing water system along the State Route 169 commercial corridor to improve the system's reliability and redundancy. These improvements will enhance development potential and water service along the SR 169 commercial corridor and will satisfy the City's current Development Design Standards. It is anticipated that the water main will be installed along the unimproved shoulders of SR 169 to minimize traffic impacts.

The installation will be approximately 600 linear feet of 12 inch ductile iron water main along the west shoulder of SR 169 from Diamond Square to Diamond Glen.

RH2 Engineering, Inc. is very familiar with this project and has been involved in all aspects of the preliminary engineering and feasibility analysis. RH2 has an excellent team of engineers assembled and ready to move this project forward.

FISCAL NOTE (Finance Department): RH2's engineering work on the SR 169 Northern Water Main Improvements Project is estimated to cost $78,440 and is funded through the City budget.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Public Works Committee recommends moving to full council and placing on consent agenda

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 22-1504 authorizing the Mayor to execute a professional services agreement with RH2 Engineering, Inc. for design engineering for the SR 169 Northern Water Main Improvements.**

| RECORD OF COUNCIL ACTION | | |
|---|---|---|
| ***Meeting Date*** | ***Action*** | ***Vote*** |
| October 6, 2022 | | |
| | | |

# RESOLUTION NO. 22-1504

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERIVES AGREEMENT WITH RH2 ENGINEERING, INC. FOR DESIGN ENGINEERING FOR THE SR 169 NORTHERN WATER MAIN IMPROVEMENTS PROJECT**

**WHEREAS,** the City does not have sufficient staff resources for the design engineering of the SR 169 Northern Water Main Improvements project; and

**WHEREAS,** RH2 Engineering, Inc. has provided preliminary investigation and engineering services for this project; and

**WHEREAS,** RH2 Engineering, Inc. has the resources available to perform this work; and

**WHEREAS,** the costs for this project are part of the City's budget;

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

**Section 1.** The Mayor is hereby authorized to execute a Professional Services Agreement with RH2 Engineering, Inc. for design engineering for the SR 169 Northern Water Main Improvements project, substantially in the form attached hereto.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF OCTOBER, 2022.**

CITY OF BLACK DIAMOND:

______________________________
Carol Benson, Mayor

Attest:

______________________________
Brenda L. Martinez, City Clerk

**CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT**

THIS Agreement is made effective as of the 6th day of October, 2022, by and between the City of Black Diamond, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF BLACK DIAMOND, WASHINGTON **(**hereinafter the **"CITY")**
24301 Roberts Drive
Black Diamond, WA 98010
Contact: Seth Boettcher Phone: 360-886-5700 Fax: 360-886-5700

and ______RH2 Engineering, Inc. a corporation, organized under the laws of the State of Washington, doing business at:

RH2 Engineering, Inc **(**hereinafter the **"CONSULTANT")**
22722 29th Drive SE, Suite 210
Bothell, WA 98021

Contact: Geoffrey Dillard Phone: 1-800-800-8052 ext 5322 Fax: 425-951-5401
e-mail: gdillard @rh2.com Tax Id No. 91-1108443

for professional services in connection with the following Project:

Black Diamond SR 169 Northern Water Main Improvements Project.

**TERMS AND CONDITIONS**

**1. Services by Consultant**.

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

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

**2. Schedule of Work.**

A. Consultant shall perform the services described in the scope of work expeditiously, with the goal of completion by March 31, 2023.

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

**3. Terms.** This Agreement shall commence on the effective date and shall terminate upon satisfactory completion of the project or as outlined in Section 8 of this Agreement.

**4. Compensation.**

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed $78,440 without written authorization and will be based on the fee schedule attached hereto as Exhibit B, and the billing rates and reimbursable expenses attached hereto as Exhibit C.

**5. Payment.**

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

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

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

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

**6. Discrimination and Compliance with Laws**

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

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

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

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

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

**8. Suspension and Termination of Agreement**

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

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

C. Rights Upon Termination.

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

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

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

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

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

**10. Ownership of Work Product**.

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

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

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

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

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES

OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

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

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

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

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

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

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

C. Other Insurance Provisions

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

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

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

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

| | |
|---|---|
| Carol Benson | RH2 Engineering, Inc. |
| Mayor | Attn: Geoff Dillard, P.E. |
| 24301 Roberts Drive | 22722 29th Drive SE, suite 210 |
| Black Diamond, WA 98010 | Bothell, WA 98021 |
| | |
| Phone: 360-886-5700 | Phone: 1-800-720-8052 ext 5322 |
| Fax: 360-886-2592 | Fax: 425-951-5401 |

**16. Resolution of Disputes and Governing Law.**

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

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

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

**17. General Provisions.**

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

| | |
|---|---|
| CITY OF BLACK DIAMOND, WASHINGTON | CONSULTANT |
| | By: ________________________________ |
| By: ________________________________<br>Carol Benson<br>Mayor | Name: Geoff Dillard |
| | Title: Principal |

Attest:

By: ______________________________
Brenda Martinez
City Clerk

APPROVED AS TO FORM:

By: ______________________________
David Linehan
City Attorney

# CITY COUNCIL AGENDA BILL

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

<table>
<tr><th colspan="4">ITEM INFORMATION</th></tr>
<tr><td rowspan="8">SUBJECT:<br><br>Award a construction contract to Zeke's Roofing for the Black Diamond Fire Station Roof Replacement project</td><td colspan="2">Agenda Date: October 6, 2022</td><td>AB22-075</td></tr>
<tr><td></td><td>Mayor Carol Benson</td><td></td></tr>
<tr><td></td><td>City Administrator</td><td></td></tr>
<tr><td></td><td>City Attorney David Linehan</td><td></td></tr>
<tr><td></td><td>City Clerk – Brenda L. Martinez</td><td></td></tr>
<tr><td></td><td>Com Dev – Mona Davis</td><td></td></tr>
<tr><td></td><td>Finance – May Miller</td><td></td></tr>
<tr><td></td><td>MDRT/Ec Dev – Andy Williamson</td><td></td></tr>
<tr><td>Cost Impact (see also Fiscal Note):<br>$42,250.00</td><td></td><td>Police – Chief Kiblinger</td><td></td></tr>
<tr><td>Fund Source: Campus Improvement funds</td><td></td><td>Public Works – Scott Hanis</td><td>X</td></tr>
<tr><td>Timeline: September-October 2022</td><td></td><td>Court – Stephanie Metcalf</td><td></td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
<tr><td colspan="4">Agenda Placement: ☒ Mayor ☒ Two Councilmembers ☐ Committee Chair ☐ City Administrator</td></tr>
<tr><td colspan="4">Attachments: Resolution; Small Works Contract; Zeke's Roofing Bid; Bid Tabulation</td></tr>
</table>

SUMMARY STATEMENT:

The City Building Roof at 22015 SE 296th Street (housing the Fire Department) is in need of being replaced. With increasing leaks, City staff requested bids to replace the roof before winter rains further damage the roof and material and equipment in the building.

This past winter, during a storm a branch fell above the day room and damaged the roof. The damage was fixed by Veterans Roofing, free of charge to the City. Veterans Roofing notified staff at the fire station that the roof was nearing the end of its life and needed to be replaced. The City believes replacing the roof is the best course of action before more leaks or damage cause an interruption to Station activities and cost the City more money.

City staff utilized the City's Small Works Roster to solicit bids from roofing contractors on August 26, 2022. A total of nine bids were received on September 8, 2022. Zeke's Roofing provided the lowest responsive bid at $42,250.00. The nine bids ranged from $42,250.00 to $76,495.48.

FISCAL NOTE (Finance Department):
The bid for the Fire Station Roof Project is $42,250.00. This work is currently budgeted in the Campus Improvement Budget. Staff is also requesting a contingency fund of $4,000 for all work on this project for a total of $46,250.00.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee reviewed 9/27/22 and recommended moving forward to full council and place on consent agenda

| |
|---|
| RECOMMENDED ACTION: **MOTION to adopt Resolution No. 22-1505 authorizing the Mayor to execute a $46,250.00 contract with Zeke's Roofing for the Fire Station Roof Replacement project.** |

## RECORD OF COUNCIL ACTION

| ***Meeting Date*** | ***Action*** | ***Vote*** |
|---|---|---|
| October 6, 2022 | | |
| | | |

**RESOLUTION NO. 22-1505**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AWARDING THE LOW BID ON THE CITY BUILDINGS ROOF REPLACEMENT PROJECT TO ZEKE'S ROOFING**

**WHEREAS,** the Fire Station roof is in need of replacement; and

**WHEREAS,** the City has funds available to replace the roof; and

**WHEREAS,** the City received 9 bids on September 8, 2022; and

**WHEREAS,** Zeke's Roofing 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 Fire Station Roof Replacement Project to Zeke's Roofing in the amount of $42,250.00 and authorize the Mayor to execute a contract for the same.

**Section 2.** Authorize a $4,000 contingency fund to cover change orders and changes in quantities for the Fire Station Roof Replacement project.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF OCTOBER, 2022.**

CITY OF BLACK DIAMOND:

________________________________

Carol Benson, Mayor

Attest:

________________________________

Brenda L. Martinez, City Clerk

# 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 Fire Station Roof Replacement, 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: | CONTRACTOR: |
|---|---|
| CITY OF BLACK DIAMOND | _____________________________ |
| PO Box 599 – 24301 Roberts Drive | _____________________________ |
| Black Diamond, Washington 98010 | _____________________________ |
| Contact: Scott Hanis | Tax ID # ________________________ |
| Phone: (360) 851-4521 | Contact:_________________________ |
| Fax: (360) 851-4501 | 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. November 18, 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 October 6, 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 November 18, 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<br>**(Signature must be notarized)** | DEVELOPER/OWNER<br>**(Signature must be notarized)** |
|---|---|
| By: ______________________________<br>Its ______________________________ | By ______________________________<br>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: ________________________________ Date: ______________________
Its: _____________________________

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)**

By: ________________________________
Its ________________________________

Business Name: ______________________

Business Address: ____________________

City/State/Zip Code: __________________

Telephone Number: ___________________

OWNER
**(Signature must be notarized)**

By ________________________________
Its ________________________________

Business Name: ______________________

Business Address: ____________________

City/State/Zip Code: __________________

Telephone Number: ___________________

CITY OF BLACK DIAMOND

By: ________________________________ Date: ________________________
Mayor

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: ______________

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

**(Developer/Owner)**

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: _____________

**(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: ______________

10:42am

CITY OF BLACK DIAMOND
RECEIVED
SEP 08 2022
CITY HALL

Zeke's Roofing LLC
Lic# ZEKESRL803OM
(253) 545-1177
Black Diamond,Wa

City of Black Diamond (Fire Department)
22015 SE 296th St.
Black Diamond, WA 98010
2 story building
Pitch: 6/12
(65 squares)

-bring materials & dumpster for debris
-put tarps to cover anything or move anything needed to avoid damages
-tear off old shingles (65 squares), metals & gutters
-replace any damaged plywood. Will change 5 plywoods for free. After the 5th there is a $95 charge per plywood
-install 30 pieces of starter metals (26 gauge)
-install 12 pieces of edge metals (26 gauge)
-install 7 rolls of synthetic felt or 30lb asphalt felt
-install ice & water on all eaves & around skylights
-install 4 bundles of starter shingles
-install 65 squares of MALARKEY Vista. (40 year quality) Also MALARKEY Legacy (50 year quality) is available but price would differ. 6 nails on every shingle
-install baked enamel metal valleys
-install new flashing around chimney (pan, step & roof to wall)
-install 3 2inch metal pipe boot flashing
-install 1 3inch metal pipe boot flashing
-install 2 bundles of step flashing against the walls
-install new pin metals on walls (4)
-install new roof to wall metals (14)
-re-flash skylights with 26 gauge baked enamel metals
-install safety anchors on peak
-install 3 ridge vents
-install 5 bundles of ridge caps (4 nails per cap)
-apply caulking anywhere needed
-install 350ft – 400ft. Of 5k aluminum gutters including elbows & downspouts
-clean up debris
-use rolling magnet to pick up nails
-clean roof
-haul debris

$35,607.00 (materials, labor & disposal) for MALARKEY Vista
+$ 3,393.00 sales tax 8.7%

---

$39,000 total price

We give a 10 year work warranty
Malarkey gives a limited lifetime manufacture warranty

Also…..:

$38,574.25 (materials, labor & disposal) for MALARKEY Legacy 50 year quality
+$ 3,675.75 sales tax 8.7%

---

$42,250.00 total price

(owner)
Zeke's Roofing LLC

Date: 09/08/2022

City of Black Diamond
PO Box 599
Black Diamond, WA 98010

Project: 2022 Black Diamond Fire Station Roof Replacement
Bid Opening: August 23, 2019 Bid Closed: September 8, 2022

| | | | | Bidder & Address | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Bayside Roofing LLC<br>4202 Kootnai St W<br>Tacoma, WA 98466 | | Chet's Roofing & Construction Inc.<br>26301 79th Ave. S<br>Kent, WA 98032 | | Do It Right Roofing LLC<br>10139 Patterson St. S<br>Tacoma, WA 98444 | | Montes Construction<br>909 112th Ave. NE Unit 902<br>Bellevue, WA 98004 | | Prefered Roof Services<br>14606 Pacific Ave. S, Ste A<br>Tacoma, WA 98444 | |
| **Item** | **Item Description** | **Unit** | **Qty.** | **Unit Bid** | **Amount** | **Unit Bid** | **Amount** | **Unit Bid** | **Amount** | **Unit Bid** | **Amount** | ***Unit Bid*** | ***Amount*** |
| 1 | Plywood, Per 4'x8' Sheet | EA | 0 | $100.00 | $0.00 | $95.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 2 | Total Bid (Including 8.7% Tax) | LS | 1 | | $60,328.50 | | $64,524.32 | | $52,420.53 | | $57,176.00 | | $49,506.02 |
| | **Total** | | | | **$60,328.50** | | **$64,524.32** | | **$52,420.53** | | **$57,176.00** | | ***$49,506.02*** |

| | | | | Bidder & Address | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Skagit Roofing<br>9672 Farm to Market Rd.<br>Bow, WA 98232 | | Wayne's Roofing Inc.<br>PO BOX 2287<br>Sumner, WA 98390 | | Zeke's Roofing LLC<br>PO BOX 521<br>Black Diamond, WA 98010 | | Signature Roof Services<br>27614 132nd Ave. SE<br>Kent, WA 98042 | |
| **Item** | **Item Description** | **Unit** | **Qty.** | ***Unit Bid*** | ***Amount*** | ***Unit Bid*** | ***Amount*** | ***Unit Bid*** | ***Amount*** | ***Unit Bid*** | ***Amount*** |
| 1 | Plywood, Per 4'x8' Sheet | EA | 0 | $88.00 | $0.00 | $160.00 | $0.00 | $95.00 | $0.00 | $95.00 | $0.00 |
| 2 | Total Bid (Including 8.7% Tax) | LS | 1 | | $66,730.93 | | $76,495.48 | | $42,250.00 | | $50,273.75 |
| | **Total** | | | | ***$66,730.93*** | | ***$76,495.48*** | | ***$42,250.00*** | | ***$50,273.75*** |

# CITY COUNCIL AGENDA BILL

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

## ITEM INFORMATION

| | | |
|---|---|---|
| **SUBJECT:** **A resolution authorizing a contract with Secure Pacific Corporation for security systems installation at City Hall campus, including doors, alarms, and cameras.** | **Agenda Date: October 6, 2022** | **AB22-076** |
| | Mayor Carol Benson | |
| | City Administrator | |
| | City Attorney David Linehan | |
| | City Clerk – Brenda L. Martinez | |
| | Com Dev – Mona Davis | |
| | Finance – May Miller | |
| | MDRT/Ec Dev – Andy Williamson | |
| Cost Impact (see also Fiscal Note): $68,198 | Police – Chief Kiblinger | |
| Fund Source: City Hall Improvements Budget | Public Works – Scott Hanis | X |
| Timeline: October 2022 | Court – | |

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

**Attachments: Resolution; Secure Pacific Proposal; Contract; Addendum to Proposal**

SUMMARY STATEMENT:

Security features need to be installed at City Hall. The new space needs to be set up with alarms, secure doorways, and cameras. There will be upgrades at the existing office space on the City Hall campus as well.

City staff requested proposals from three contractors and received one from Secure Pacific. Secure Pacific has done work for the City at the Police Station and is capable of doing this work. The proposed work was approved by the Council on June 16th, but we did not have a contract ready at that time.

Within the contract, paragraphs 16, 17, and 18 needed changes which are reflected in the contract addendum.

FISCAL NOTE (Finance Department): These costs are budgeted in the City Hall Campus Improvements project.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee reviewed on July 12th and recommended moving to full council and placing on consent agenda. Reviewed again with Public Works Committee on September 27, 2022 and recommended moving to full council and placing on the consent agenda.

RECOMMENDED ACTION: **MOTION to approve Resolution No. 22-1506, authorizing the Mayor to implement a contract from Secure Pacific Corporation for the installation of security systems at the City Hall campus.**

| RECORD OF COUNCIL ACTION | | |
|---|---|---|
| ***Meeting Date*** | ***Action*** | ***Vote*** |
| October 6, 2022 | | |
| | | |

# RESOLUTION NO. 22-1506

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING A CONTRACT WITH SECURE PACIFIC CORPORATION FOR THE INSTALLATION OF SECURITY SYSTEMS AT THE CITY HALL CAMPUS**

**WHEREAS,** the existing buildings at the City Hall campus are in need of security upgrades; and

**WHEREAS**, City staff solicited proposals from three vendors to perform this work; and

**WHEREAS,** the City has budgeted for improvements to the City Hall campus;

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

**Section 1.** The Mayor is hereby authorized to execute a contract with Secure Pacific Corporation for the installation of security systems at the City Hall campus in the form attached hereto.

**Section 2.** The Mayor is hereby authorized to execute the addendum to the contract with Secure Pacific Corporation for the installation of security systems at the City Hall campus in the form attached hereto.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF OCTOBER, 2022.**

CITY OF BLACK DIAMOND:

______________________________
Carol Benson, Mayor

Attest:

______________________________
Brenda L. Martinez, City Clerk

Verified Peace of Mind®

SECURE PACIFIC CORP

Intrusion | Video Surveillance | Managed Access Control | Fire Detection

# Systems Proposal

for

## City Of Black Diamond

### City of Black Diamond - City Hall

***Prepared For:***

Rob Reed

City Of Black Diamond Police Department
(253) 631-1012
rreed@blackdiamondwa.gov


***Prepared By:***

Jeremy Robinson
Security Consultant
**Secure Pacific Corporation**
(253) 312-0478
jrobinson@securepacific.com

SECURE PACIFIC CORP

# Peace of Mind Guarantee

## Satisfaction Guarantee

Secure Pacific offers a full, unconditional refund of your installation fee if, for any reason, at six months after installation you are dissatisfied with your system. Secure Pacific will take responsibility to remove the system from your business or home in a professional, workman-like manner.

## Equipment and Labor Guarantee

Secure Pacific extends a full service warranty for normal maintenance on all equipment and labor for as long as Secure Pacific provides your monitoring services.

## Emergency Service Guarantee

Secure Pacific guarantees the arrival of a service technician, on-site, within two (2) hours of your emergency service request, within our normal service area. Secure Pacific will pay you **$50.00** if we do not respond within this time frame.

## $5,000 Performance Guarantee

For systems with Verisafe® technology, Secure Pacific will pay up to $5,000 of any losses incurred to your business or home if an undetected forced entry occurs and the proper authority is not notified. This is in addition to any insurance you may have. Please refer to our Warranty Program for a full description.

## False Alarm Fine Guarantee

For systems with Verisafe® technology, should you receive a false alarm fine due to a Secure Pacific dispatch and not caused by a system user, your telephone service provider or an Act of God, Secure Pacific will represent your interests in getting the fine voided or we will pay the fine.

*Except as stated in this commitment, the terms of the Client Agreement apply.*

***Proposal Number: 44897-1-0***
***Date: May 18, 2022***

SECURE PACIFIC CORP

As an Addendum to the Agreement between Secure Pacific and the client it is agreed:

1. **Warranty**. Beginning after seven (7) consecutive days from installation and operation in Client's premises of Secure Pacific security devices and equipment, Secure Pacific warrants to Client that said Secure Pacific security devices and equipment which are monitored by a Secure Pacific central station will detect and the central station will report to the proper agency any burglary by forcible intrusion into the interior areas of the Client's facility actually protected by the Secure Pacific Security System (the "Protected Facility)". In the event the Client's telephone line is inoperative during the burglary by forcible intrusion, then in lieu of the above warranty, Secure Pacific warrants to Client that if properly activated by Client, any audible device that is part of the Secure Pacific Security System at the ProtectedFacility will sound upon any burglary by forcible intrusion through a protected entry point into the Protected Facility. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum .

2. **Scope of Warranty**. This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion through a protected point of entry into the Protected Facility which is undetected or unreported by the Secure Pacific Security System if said burglary occurs at a time the Secure Pacific Security System has been properly activated by the Client and at a time the Protected Facility is not occupied by Client or other authorized occupant ("Covered Event"). Covered Goods shall mean the Client's own tangible property and fixtures. It is further understood and agreed that the Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Client and the manufacturers of the various devices or equipment used in the Secure Pacific Security System and any such rights , limitations and responsibilities remain solely between those parties .

3. **Exclusions**. This Warranty does not extend to, and Secure Pacific or its agent shall have no liability for, the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior facility damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles, or other property not Covered Goods; (c) loss or damage which occurs at a time when the Protected Facility is occupied by a Client or other authorized occupant, or at a time when the Secure Pacific Security System has not been properly activated by the Client or operated in accordance with the instructions given to Client, or at a time when the Secure Pacific Security System is inoperative due to riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of Secure Pacific; (d) loss or damage occurring during a period of time that the Client has been previously notified by Secure Pacific or its agent that the Secure Pacific Security System would be inoperative; (e) loss or damage that occurs by reason of entry to the Protected Facility via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (f) loss or damage occurring in premises or a location other than the Protected Facility, such as satellite buildings, warehouses, garages, utility rooms, storage buildings, sheds, rooms added on, or any other premises not actually protected by the Secure Pacific Security System .

4. **Maximum Liability**. The maximum liability under this Warranty shall be Five Thousand Dollars ($5,000) for the entire Protected Facility. If Covered Goods are lost or damaged as a result of a Covered Event, Secure Pacific or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Client; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Client without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars ($50.00) per item of jewelry.

5. **Conditions to Warranty**. This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Secure Pacific Security System by Client in strict accordance with the instructions delivered to Client; and (b) any Covered Event must be promptly reported by Client to the police authorities and to Secure Pacific, and within seven (7) days after a Covered Event Client shall submit to Secure Pacific or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Client's original cost of each item, and any other information deemed necessary or desirable regarding such goods .

6. **Termination**. Secure Pacific or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Client. This Warranty is for the exclusive benefit of and is personal to Client and shall not inure to the benefit of any party (including insurers) other than Client.

7. **Waiver of Subrogation**. For the benefit of Secure Pacific or its agent, Client hereby waives any rights of subrogation against Secure Pacific that any insurer of Client may have, provided, however, that if this waiver shall cause the applicable insurance coverage of Client, if any, to be invalidated, this waiver shall be void and of no effect.

8. **Effect on Agreement**. Nothing in this addendum , unless specifically stated otherwise , shall modify or supersede the terms of the principal Agreement .

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SIGNED THIS ______________ DAY OF ________________ , YEAR OF __________

_______________________________ SECURE PACIFIC

By: ____________________

_______________________________ CLIENT

LOCATION: ________________________________________________

________________________________________________

By: ____________________

*Proposal Number: 44897-1-0*
*Date: May 18, 2022*

SECURE PACIFIC CORP

# Scope Of Work

**Customer Details:**

**Site:** 24301 Roberts Drive, , Community Development Bldg Black Diamond, WA, 98010
**Billing:** PO Box 599, Black Diamond, WA, 98010
**Contact:** Rob Reed (253) 631-1012, rreed@blackdiamondwa.gov

- **Materials** - Our security solution includes all labor, wire and miscellaneous materials necessary to install the proposed system in a workmanship like manner. The installation will be in accordance to industry standards, regulations and codes.
- **Electric** - The client will provide the company with access to necessary electric(120VAC) connections.
- **Electric, Direct Connect** - Connections to panels and devices which require a 120VAC direct connect (do not plug in) will be made by a licensed high voltage electrician.
- **IP Communications** - The client will provide and maintain any required broadband public internet connection needed for monitoring or remote access to the system. The client will be responsible to provide a static IP address if required by the system. Secure Pacific Corporation will need to work with the client's IT professional to establish the needed IP addresses, subnet mask, default gateway and open ports as well as any firewall routing to enable the system communications. The client will make available the physical port connections to the network. Installation will begin after the needed connections and information is provided to the installing technician. Internet connection fees are the responsibility of the client.
- **Availability of Connections** - Required power, phone line, network and internet connections not available at the time of installation may result in an additional trip charge which will be invoiced separately.
- **Payment Terms** - Deposit of 50% of installation amount required upon signing of agreement. Final balance due upon completion of installation.
- **Taxes** - All work and service are subject to sales tax unless client provides company with tax exemption form.
- **Takeover Charges:** The "installation" fee for the takeover of an existing system assumes that all equipment and wiring are in working order. Any additions to the system or repairs required would be done at additional cost.
- **Alarm Permits** - Many jurisdictions require permits for the use of operation of an alarm system. Any permit fees are not included in proposal and will be billed separately if required.
- **Electrical Permits** - Many jurisdictions require permits for the use of installation of an alarm system. Any permit fees are not included in proposal and will be billed separately if required.

Initials: __________

**Please note that on the back Portables we will be needing access to your Network for Network Security/ Network Access & Network CCTV ports with static IP address. We would also need access to the conduit from portable to portable to bring power cable over.**

**Prevailing Wage of 18% Labor is on the job**

***Proposal Number: 44897-1-0***
***Date: May 18, 2022***

SECURE PACIFIC CORP

# Investment Summary

**Customer Details:**

**Client:** City Of Black Diamond
**Site:** 24301 Roberts Drive, , Community Development Bldg Black Diamond, WA, 98010
**Contact:** Rob Reed
**Phone #:** 2536311012

**Security Consultant:**

**Name:** Jeremy Robinson
**Cell:** 253-312-0478
**Email:** jrobinson@securepacific.com

## Access Main

| QTY | Description |
|---|---|
| 6 | Battery Back up |
| 10 | Access Module |
| 100 | Standard Thin Proximity Card |
| 3 | Access Power Supply |
| 3 | Voltage Splitter |
| 3 | Fire Panel Interface Relay |
| 3 | Relay Mount |
| 10 | Multiclass Mullion Reader |

## CCTV Main

| QTY | Description |
|---|---|
| 1 | 24 Position Rack Mount Patch Panel |
| 12 | 3' Cable |
| 1 | Open NVR Rack |
| 1 | 14 Day 32 IP Recorder |
| 1 | Surge Suppressor |
| 7 | 4 MP Indoor Micro Dome 2.8mm |
| 4 | Wall Mount Bracket (Add Pendant Cap) |
| 4 | Micro & Mini Dome Pendant Cap |
| 2 | 4 MP Mini Dome 2.8mm |
| 3 | 4 MP Bullet 2.8-12mm |
| 3 | Bullet Camera Back Box |
| 1 | Audio/Video Vandal Kit |
| 1 | Door Release Relay |
| 1 | Desk Mount for Answer Station |

## Portable Access Control

| QTY | Description |
|---|---|
| 2 | Battery Back up |
| 3 | PoE Network Access Module |
| 1 | Access Power Supply |
| 1 | Voltage Splitter |
| 1 | Fire Panel Interface Relay |
| 1 | Relay Mount |
| 3 | Multiclass Mullion Reader |

## Portable CCTV

| QTY | Description |
|---|---|
| 1 | 8-Port PoE Switch |
| 3 | 4 MP Bullet 2.8-12mm |
| 3 | Bullet Camera Back Box |
| 3 | 4 MP Indoor Micro Dome 2.8mm |

*Proposal Number: 44897-1-0*
*Date: May 18, 2022*

SECURE PACIFIC CORP

## Portable Security

| QTY | Description |
|---|---|
| 2 | DMP network 4 zone expansion module |
| 2 | DMP Thinline network keypad |

## Security Main

| QTY | Description |
|---|---|
| 1 | Battery Back up |
| 1 | Secure Pacific XR550 Panel |
| 1 | Cellular Module |
| 1 | Cellular cable adapter |
| 1 | Wireless Receiver for XR Panel |
| 5 | Wireless Pet Immune Motion Sensor |
| 5 | Thinline LCD with White Keypad |
| 1 | 8-Zone Expansion Module |
| 3 | Wireless Contact |

## Investment Summary

| | |
|---|---|
| **Total System Investment:** | **$62,739.00** |
| **Monthly Investment:** | $683.00 |
| **Deposit Due in Advance:** | $31,369.00 |
| **Balance Due Upon Completion:** | $31,369.00 |

**This proposal does not include sales tax, if applicable.**
*Client Owns all Equipment*

This proposal does not constitute a sales agreement. Price quoted above in effect for 30 days from date submitted. Acceptance of this security system quotation is subject to all terms and conditions of Secure Pacific Corporation's standard client agreement which must be executed prior to installation.

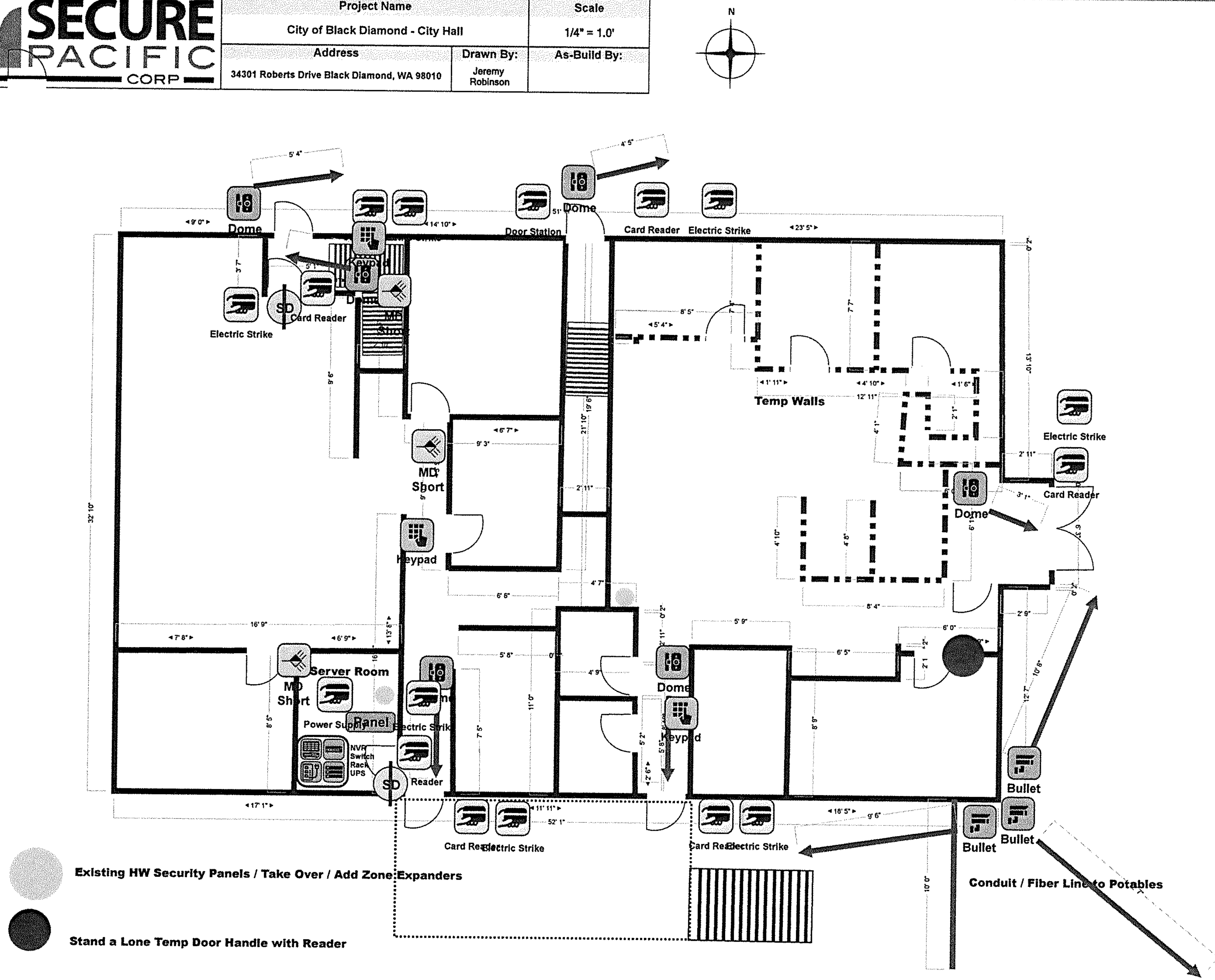
Security Consultant Signature: ______________________________ Date: ____________

Security System Quotation Approved: ______________________________ Date: ____________
(Customer Signature)

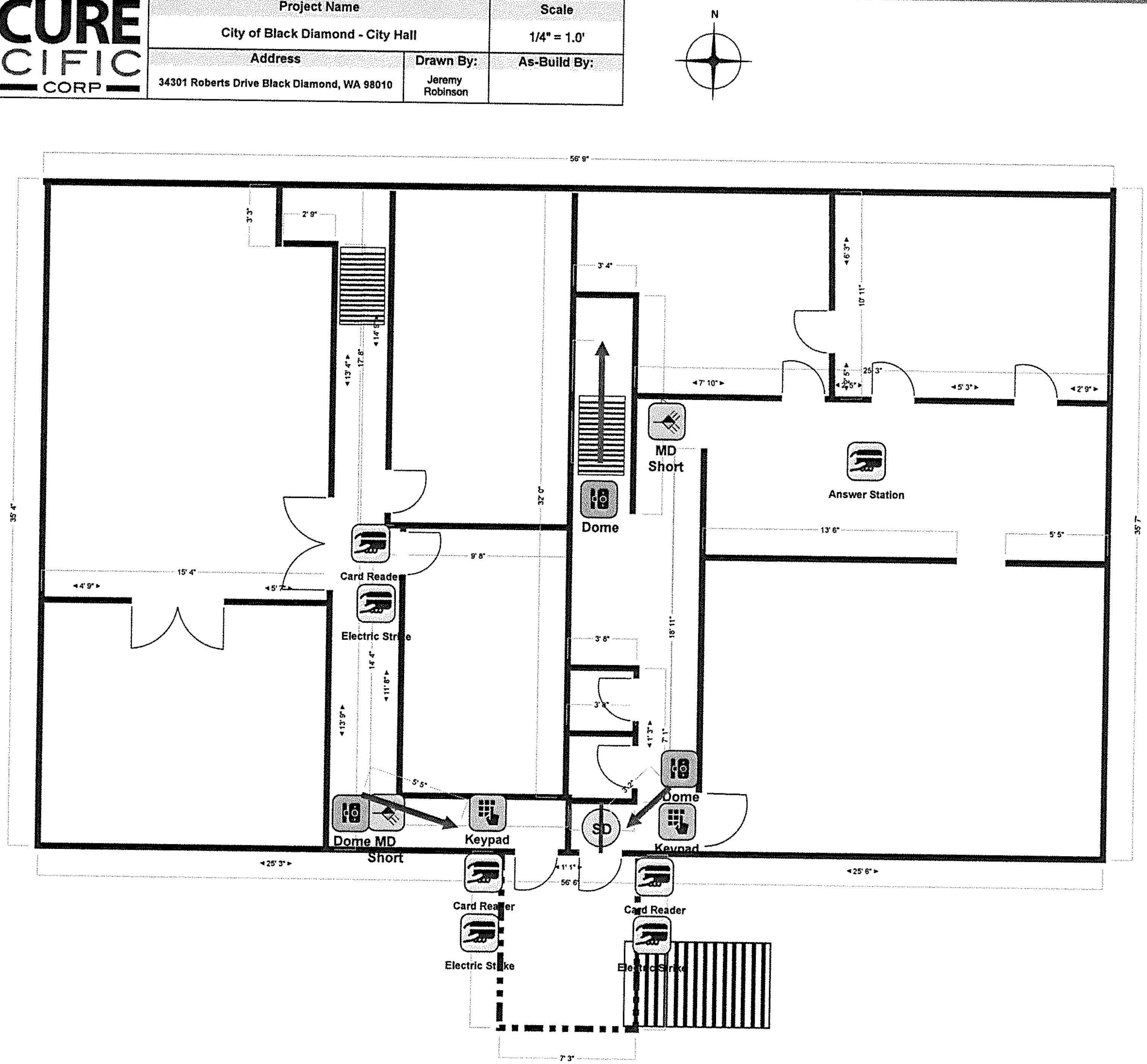
**Secure Pacific Corporation**
Federal Tax ID No. 20-8966510

SECURE PACIFIC CORP

| Project Name | | Scale |
|---|---|---|
| City of Black Diamond - City Hall | | 1/4" = 1.0' |
| Address | Drawn By: | As-Build By: |
| 34301 Roberts Drive Black Diamond, WA 98010 | Jeremy Robinson | |



| SECURE PACIFIC CORP | Project Name | | Scale |
|---|---|---|---|
| | City of Black Diamond - City Hall | | 1/4" = 1.0' |
| | Address | Drawn By: | As-Build By: |
| | 34301 Roberts Drive Black Diamond, WA 98010 | Jeremy Robinson | |

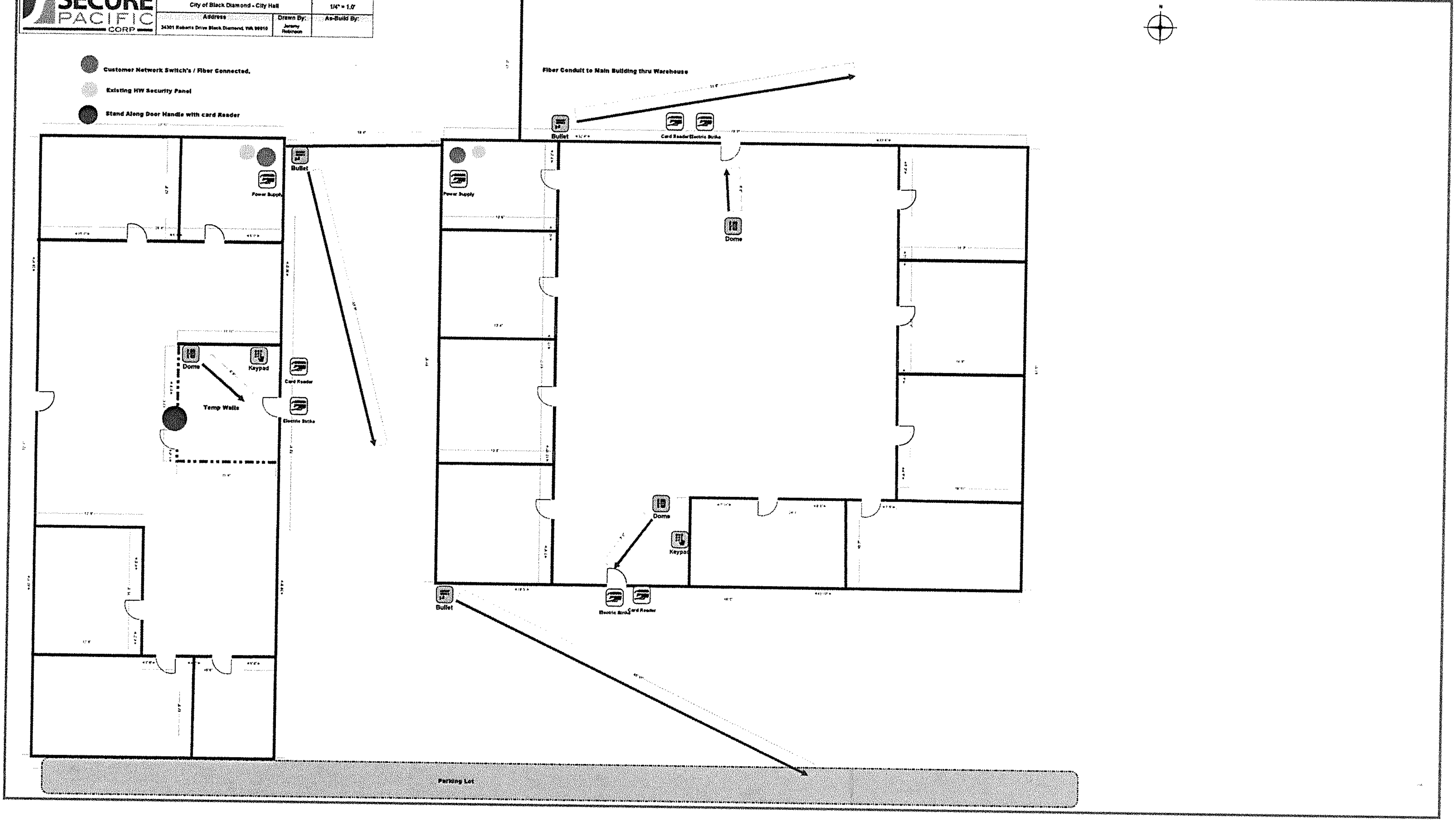


| SECURE PACIFIC CORP | Project Name | | Scale |
|---|---|---|---|
| | City of Black Diamond - City Hall | | 1/4" = 1.0' |
| | Address | Drawn By: | As-Build By: |
| | 34301 Roberts Drive Black Diamond, WA 98010 | Jeremy Robinson | |

Customer Network Switch's / Fiber Connected.

Existing HW Security Panel

Stand Along Door Handle with card Reader



SECURE PACIFIC CORP

*Client Agreement No. 44897-1-0*
*Date: 06/20/2022*

# COMMERCIAL ALARM SYSTEMS SALES AND SERVICE AGREEMENT

## CLIENT AGREEMENT NO. 44897-1-0

This AGREEMENT is made this 20th day of June, 2022, by and between SECURE PACIFIC CORP (hereinafter "We" or "Us"), and Customer: City Of Black Diamond (hereinafter "You" or "Your"). Phone: (253) 631-1012

Address: 24301 Roberts Drive, Community Development Bldg City: Black Diamond State: WA Zip: 98010

Billing Address: PO Box 599 Black Diamond, WA, 98010

TYPE OF SYSTEM AND SERVICES:

☑ Burglary ☑ Access Control ☑ CCTV ☐ Fire ☑ Holdup ☐ Other _______ ☐ Standard Monitoring ☑ Verified Monitoring

☐ Other Services ______

Transmission Type: ☐ Land line Telephone ☑ Cellular/LTE ☑ Internet

All equipment is the personal property of ☐ Dealer ☑ Client

Service: Full service warranty on all parts and labor for normal maintenance for as long as Secure Pacific provides monitoring

1. **INSTALLATION AND SERVICE.** We will sell and install, provide warranty and after-warranty repair service, for the security systems (individually or collectively the "System" or "Sold System") checked above and described on the attached Security Equipment Schedule and in the Service statement above. In addition, monitoring and other services described herein for the alarm system(s) installed on your premises will be provided. You will, at your sole expense, obtain and keep in effect during the entire term of this Agreement, all permits, licenses, plan checks and similar governmental requirements that may be required for the installation, operation and use of the System.

2. **PRICE, PAYMENT AND TERM.**

| | | | | | |
|---|---|---|---|---|---|
| INSTALLATION: | $62,739 | $5,458.29 | $68,197.29 | ( 34,098.65 ) | 34,098.65 |
| | | Tax | Total | Down Payment | Balance Upon Completion |
| MONITORING: | 683 | 0.00 | 683.00 | Per Month Billed Monthly | |
| | Payable in Advance | Tax | Total | Payment Mode | |

Monitoring of the System(s), and other services may not be provided until the sales/installation price is paid in full. We will retain title to the System until the complete sales/installation price is paid. If You fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which We are entitled, including the value of the work performed and loss of profits. In addition We may impose a late charge on all payments more than ten (10) days past due in the maximum amount permitted by law. We may file a mechanic's lien pursuant to state law if you fail to pay the entire sales price.

2.1 SERVICES FEE; FINANCIAL DISCLOSURES. For monitoring and service of the System and other contracted services, you will pay us ☐ monthly ☐ quarterly payments in advance, starting on the first day of the month following the month in which monitoring service begins. In addition, you will pay the pro-rated services fee for the month in which monitoring service starts. The first payment for monitoring service is due when we complete the System. There is no financing charge or cost of credit associated with this Agreement (0% APR). The total sum set forth above is the total cash price and total cost of credit for monitoring service. If you fail to make any payment when due, we may cease monitoring and service, terminate this Agreement and recover all damages to which we are entitled, including the value of the work performed and loss of profits. We will also charge a fee for interest on all past due accounts. See Section 13 for additional information regarding nonpayment, default, late fees and our collection and termination remedies.

TERM. For monitoring service, the original term of this Agreement starts on the day monitoring begins and continues for five (5) years plus the portion of the month in which monitoring starts. This Agreement will automatically continue from year to year thereafter unless canceled by either of us in writing at least thirty (30) days before the end of the original term or any renewal term. Upon termination of this Agreement for any reason, You agree to permit us to enter Your premises and disconnect Your system from our monitoring network.

2.2 INCREASE IN SERVICES FEE. You acknowledge that the services fee is based upon existing federal, state and local taxes or fees, and any utility charges. We shall have the right, at any time, to increase the services fee to reflect any additional or increased taxes, licenses, permits, fees or charges (including services fees) which may be charged to us by our monitoring or any utility or governmental agency relating to the installation of the System or the monitoring service and you agree to pay the same. In addition, so that we may properly adjust our rates to meet changing costs, we may, at any time (but not more than once in any twelve (12) month period) after the expiration of one (1) year from the date of this Agreement, increase the annual Services fee by giving you notice in writing. In the event the increase exceeds more than 10% and you are unwilling to pay the increased charges, you may terminate this Agreement upon giving us written notice within thirty (30) days from the date of notice of the increase. Your failure to notify us within said thirty (30) days shall constitute your acceptance of the increase.

3. LIMITED WARRANTY.

3.1 WHAT IS COVERED: FOR ONE YEAR AFTER WE COMPLETE THE INSTALLATION, WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU. WE CAN USE NEW OR USED PARTS OF THE SAME QUALITY, AND WE MAY KEEP ANY REPLACED PARTS. AN EXTENDED WARRANTY ON ALL SYSTEMS COVERING ALL PARTS AND LABOR IS AVAILABLE. THIS EXTENDED WARRANTY, IF IN FORCE, IS NOTED ABOVE UNDER THE HEADING "SERVICE". 3.2 HOW TO GET SERVICE: CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE BOTTOM OF THIS AGREEMENT AND TELL US WHAT IS WRONGWITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 8:00 A.M. TO 5:00 P.M., MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES AT OUR PREMIUM LABOR RATE.

3.3 WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS BATTERIES THATWE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES. ANY REQUIRED OR REQUESTED FIRE ALARM TESTS AND/OR INSPECTIONS ARE NOT PART OF WARRANTY SERVICE AND SHALL BE SEPARATELY BILLED TO YOU AT OUR PREVAILING RATES FOR SUCH SERVICES AND YOU AGREE TO PAY FOR THE SAME. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, INTRUSION, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED, BYPASSED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESSED LIMITED WARRANTY. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.

3.4 STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

4. OUR LIMITED LIABILITY. Sections 16 and 17 on the reverse side of this Agreement limit our liability to the lesser of $1500.00 or twelve (12) times the monthly services fee, whichever is less, if you or anyone else suffers any harm (damage or loss of property, personal injury, or death) because the System failed to operate properly or we were careless or acted improperly. You have had the opportunity to talk to our security representative about this limitation and you know that you may obtain a higher limitation of our liability by paying an additional periodic fee to us.

5. TERMS ON REVERSE. All of the terms on the reverse side of this page and on all attachments are part of this Agreement. Read them before you sign below.

**SECURE PACIFIC CORP**

**ADDRESS: 5911 Orchard Street W**

**CITY: Tacoma** **STATE: WA**

**PHONE: (253) 473-3812**

**LICENSE NUMBER:** SECURPC863MS

**CITY OF BLACK DIAMOND**

**By:** Carol Benson

**Signature:** ______________________

**Title:** Mayor

**DATED SIGNED:**_________________________, 20______

**SIGNATURE** ______________________________ ______________________________

(COMPANY REPRESENTATIVE) (Manager Approval-office use only)

This Agreement will not be binding upon Company until either (1) signed by one of our managers or (2) we start the installation or service. In the event of our non-approval, our only liability shall be to refund to you the amount that you paid to us. You acknowledge and agree that You may not receive a fully executed copy of this Agreement, and such lack of receipt shall not in any way invalidate or otherwise affect this Agreement.

THE CITY OR COUNTY IN WHICH YOUR PREMISES IS LOCATED MAY REQUIRE THAT YOU OBTAIN A PERMIT FOR THE INSTALLATION, USE AND MONITORING OF AN ALARM SYSTEM. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS OR LICENSES FOR USE OF THE ALARM SYSTEM HAVE BEEN OBTAINED, AND THEREFORE YOU MUST OBTAIN, AT YOUR EXPENSE, ALL NECESSARY PERMITS OR LICENSES, AND PROVIDE US WITH THE LICENSE OR PERMIT NUMBER.

5) MONITORING SERVICE.
5.1 Standard Monitoring Service. We shall connect the System to our monitoring facility (the "Center"). We use enhanced call verification (also known as ECV or 2-call verification). When a burglar alarm signal from the System is received, the Center will first try to telephone your premises, and if there is no answer then will try to telephone the first available person on your emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on your emergency call list to advise them that the police have been notified. When a fire alarm or hold-up/robbery alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list you give us. When a carbon monoxide alarm is received, the Center will first attempt to contact the premises and the first available person on your emergency call list but if there is no answer at the premises, the Center will attempt to notify emergency authorities. When a non-emergency signal is received (e.g. supervisory, temperature warning etc.), the Center will attempt to contact the premises or the first available person on your emergency call list but will not notify emergency authorities. The Center reserves the right to verify all alarm signals by using the audio or video verified feature of the System, if one has been installed or otherwise before notifying emergency personnel. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. If such governmental agencies, now or in the future requires physical or visual verification or another verification method of an emergency condition before responding to a request for assistance, you agree to subscribe with us for such service, and you agree to pay an additional monthly fee for such service that will be added to the then current monthly fee. We may modify or discontinue any particular response service or notification procedures due to governmental or insurance requirements by giving you written notice. You consent to the recording of all telephonic communications with our offices including the Center.
5.2 Verified Monitoring Service. Upon activation of the burglary alarm system, either an audio or video component will transmit sound or video to the Center. This information will be used to attempt to verify the nature of the emergency at your premises. If, in the reasonable judgment of the Center, the audio or video do not indicate that an emergency condition exists, the Center will not notify emergency personnel of the alarm. If, in the reasonable judgment of the Center, the audio or video indicate that an emergency condition does exist, the monitoring facility will attempt to notify the police department.
6. TRANSMISSION LINES. A monitored system includes a communicator that sends signals to the Center over your regular telephone service, or if selected by you Cellular/LTE or Internet service. The System will not communicate over your standard cellular telephone service. For regular telephone service, you will pay for all telephone charges including any installation fee for a special jack to connect the System to your telephone service. We recommend the use of an RJ31X or equivalent telephone jack to give the System priority over other telephones in your premises, however, when the System is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the System connected to a second telephone line. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and the Center and we will not know of the telephone service problem. You acknowledge that the use of cellular service or the Internet may be controlled by local state agencies and Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuing such transmission facilities at our option, in which event we will substitute telephone service. If the Internet is used as a primary or secondary transmission path, the communi- cator is connected to the Internet. You will pay for all Internet provider charges including any installation fee for an Internet modem or similar device. In order for the System to transmit signals, it must have uninterrupted access to an Internet connection. We make no representations or warranties as to how fast a signal will be received at the Center, because signal transmission speed may be adversely affected by weather, power failures or other conditions and events beyond our control, You may be required to execute an additional agreement for cellular/LTE or Internet transmission service. You acknowledge and agree that all software, firmware, computer codes and transmission facilities are our sole and exclusive property and are not part of the System. If the System is connected to your computer network, we are not responsible for the operation, maintenance or configuration of your computer network, nor are we responsible or liable for any interruptions, fault conditions or other adverse conditions on your computer network. You agree to reimburse us for any costs we may incur to reprogram the communicator because of area code changes or other dialing pattern or signal transmission changes. You further understand that transmission facilities currently available and used may not be available in the future (e.g. the discontinuance of common land line telephone service or of existing cellular service), and in such event you agree that in order to provide monitoring service, we may be required to replace or modify your existing transmission facilities. In such event, you agree to pay our standard rates and charges for the installation and use of such facilities. For cellular service, you agree that if an event or events generate signals in excess of the cellular service plan limit included in the Services Fee, you agree to pay for any excess cellular service charges at the rate then in effect. The use of DSL or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility and/or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL or other broadband service IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.
7. INTERRUPTION OF SERVICE: We assume no liability for interruption of monitoring service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption, or unavailability of telephone service, acts of God, or for any other cause beyond our control, and we will not be required to supply monitoring service to you while any such cause may continue. This Agreement may be suspended at our option should the alarm system, your Premises, or our monitoring facilities become so substantially damaged that further service is impractical.
8. SYSTEM INSTALLATION. You will permit us to install the System, including the Communicator, during our normal business hours and you will give us uninterrupted access to your premises. You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations of where the Communicator, control panel, keypads, audible devices, and all devices will be installed. If the burglar alarm system includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for an industry accepted period of time. You will provide 24 hour - 110 volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors, broken windows, etc.) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide the proper environment for the System as we may reasonably request. If telephone utility services or cables are necessary for the installation and operation of the System, you will provide them at your expense. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you.
9. FALSE ALARMS. You agree that you and others using the System will use it carefully so as to avoid causing false alarms. Our systems are designed and installed to limit the number of false alarms generated but you understand that your use of the system must also assist in this effort. The receipt of too many false alarms can result in not only a breach of this contract but also a determination of the responding agency to cease responding to alarms from your system. Should either of these situations arise, we may cancel monitoring service and seek to recover damages. If a false alarm fine or penalty is charged to us or you by a governmental agency, you will pay for the charge. In the event an excessive number of false alarms are caused by your carelessness, malicious action, or accidental use of the alarm system, or in the event Subscriber in any manner misuses or abuses the system, we may in our sole discretion deem same to be a material breach of this Agreement and, at our option, in addition to all other legal remedies available to us, be excused from further performance upon the giving of five (5) days' written notice to you. You agree to pay any false alarm assessments, taxes, fees, or charges relating to the monitoring services provided pursuant to this Agreement.
10. REPAIR SERVICE. Unless you subscribe to our extended service plan which, if in force, will be noted on the front page of this agreement, after the term of our limited warranty, we will repair the System on a time and material basis. You will pay our standard parts and labor charges for all repair calls. There will be a trip charge and a one-half (1/2) hour minimum charge for each repair call.
11. CLIENT'S DUTIES. You will carefully and properly test and set the alarm system immediately prior to the securing of Your premises and carefully test the signal system no less than monthly during the term of this Agreement, and notify us promptly if service is required. You will instruct all other persons who may use the System on its proper use. If the System includes space or interior protection (e.g.: infrared, photo beams or other such detectors) you will turn off controls or remove all things such as air conditioning and heating systems, and pets that might interfere with such devices when they are turned on. If a problem in the System occurs, you will notify us. You will obtain and keep in effect all permits or licenses that may be required for the installation and operation of the System. You will complete and give us an emergency instructions and call list form, which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises and other information we may require. You will notify us in writing of any changes in the persons or telephone numbers on your emergency call list. You agree that we may disclose the information on the emergency instructions and call list form to any governmental agency having jurisdiction over the use and operation of the System. IF THE SYSTEM INCLUDES ANY WIRELESS DEVICES, WE WILL REPLACE THE BATTERIES AS NEEDED UNDER THE CONDITIONS OF OUR SERVICE PLAN. CARBON MONOXIDE AND SMOKE DETECTORS MAY NEED TO BE PERIODICALLY REPLACED. UPON RECEIPT OF CLIENT'S NOTICE THAT THE DETECTOR NEEDS REPLACEMENT, COMPANY WILL REPLACE THE DETECTOR ON A TIME AND MATERIAL BASIS AT COMPANY'S THEN PREVAILING RATES. You agree to furnish us at our request a written list of the names, addresses, telephone numbers and signatures of all persons authorized to enter the Premises or be notified in the event of an alarm, and for commercial systems, a daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to us in writing.
12. DISCLAIMER OF WARRANTIES: WE DO NOT REPRESENT OR WARRANT: THAT THE MONITORING SERVICE WILL PREVENT ANY LOSS BY BURGLARY, FIRE, PERSONAL EMERGENCY, HOLD-UP OR OTHERWISE, OR THAT THE MONITORING SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. YOU ACKNOWLEDGE AND AGREE: THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSO- EVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE MONITORING EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAVE YOU RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. YOU FURTHER ACKNOWLEDGE AND AGREE: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THE AGREEMENT HEREOF. IF MEDICAL ALERT MONITORING SERVICE IS PROVIDED, YOU ACKNOWLEDGE THAT YOU SHOULD OBTAIN ANY LIFE, MEDICAL OR DISABILITY INSURANCE FOR YOUR PROTECTION AND OTHERS WHO MAY USE THE SYSTEM. YOU UNDERSTAND THAT THERE ARE ALTERNATIVES AVAILABLE TO YOU SUCH AS 911 EMERGENCY TELEPHONE SERVICE AND YOU HAVE SELECTED THIS SERVICE WITH A FULL UNDERSTANDING OF ITS LIMITATIONS AND THE LIMITATION OF OUR LIABILITY. WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE PROMPTNESS OF ITS RESPONSE, AND WE HAVE NO CONTROL OVER THE RESPONSE TIME OR CAPABILITY OF ANY AGENCY OR PERSON WHO MAY BE NOTIFIED AS A RESULT OF THE SYSTEM BEING USED. YOU FURTHER UNDERSTAND THAT WE, IN PROVIDING THE MONITORING SERVICE, MAY FAIL TO PROPERLY RESPOND TO THE RECEIPT OF A SIGNAL FROM THE SYSTEM, OR THAT THE SYSTEM MAY FAIL TO FUNCTION PROPERLY. YOU FURTHER ACKNOWLEDGE AND AGREE: THAT WE ARE NOT AN INSURER; THAT YOU ASSUME ALL RISK OF PERSONAL INJURY AND LOSS OR DAMAGE TO YOUR PREMISES OR TO THE CONTENTS THEREOF; AND THAT YOU HAVE READ AND UNDERSTAND ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 16 though 19 WHICH SET FORTH OUR MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO YOU OR ANYONE ELSE. YOU ACKNOWLEDGE THAT WE HAVE DISCUSSED THE LIMITATION OF LIABILITY SET FORTH IN PARAGRAPH 16 AND UNDERSTAND THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL PERIODIC CHARGE.
13. SUSPENSION OR CANCELLATION OF THIS AGREEMENT. You understand that we may stop or suspend monitoring and repair service if: (1) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our Center or so severely damage your premises that continuing service would be impractical, (2) there is an interruption or unavailability of the telephone service between the System and our Center, (3) you do not pay the service charge due to us after we have given you ten (10) days notice that we are canceling service because of non-payment, (4) we are unable to provide service because of some action or ruling by a governmental authority and/or (5) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement is terminated for any reason, you authorize us to remotely disconnect your System from the Center's monitoring equipment and remove our communications and software and all of our signs and decals from your premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing reconnection fee. YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.
14. ASSIGNEES AND SUBCONTRACTORS. We may transfer or assign this Agreement to any other alarm company and/or any financial institution or other entity. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair or monitoring services, and this Agreement, and particularly Sections 16 and 17, shall apply to the work and service they perform, and shall protect them in the same manner as it is applied to and protects us.
15. CHANGES TO THE SYSTEM. If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. YOU AGREE THAT YOU HAVE CHOSEN THIS SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.
16. COMPANY IS NOT AN INSURER, LIMITATION OF LIABILITY. You understand that: (a) we are not an insurer of your premises, property or the personal safety of persons in/on your premises, (b) you are solely responsible for providing any life, health or disability insurance for yourself and persons who use the System, and insurance on your premises and its contents, (c) the amount you pay to us is based only on the value of the service we provide and not on the value of your premises or its contents, (d) alarm systems and monitoring service may not always operate properly for various reasons, (e) it is difficult to determine in advance the value of the property that might be lost stolen or destroyed if the System or our service fail to operate properly, (f ) it is difficult to determine how fast the police or fire department or others would respond to an alarm signal, (g) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System or service. THEREFORE YOU AGREE - Even if a court decides that our breach of this Agreement, or a failure of the System, or our negligence, or a failure of the installation, monitoring or repair service caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the lesser of $1500.00 or twelve (12) times the monthly services fee, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss. YOU MAY OBTAIN A HIGHER LIMITATION OF LIABILITY. If you wish, you may obtain from us a higher limitation of liability for an additional periodic charge. If you elect this option, we will attach a rider to this Agreement which will set forth the amount of the higher limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.
17. THIRD PARTY INDEMNIFICATION AND SUBROGATION. If anyone other than you asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (1) our breach of this Agreement, (2) a failure of the System or services, (3) our negligence, (4) any other improper or careless activity of ours in providing the System or services, or (5) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorney's fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and such harm or damage is solely caused by that employee or subcontractor. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim.
18. THIRD-PARTY INDEMNIFICATION: You agree to and shall indemnify, defend, and hold harmless us, our employees and agents, for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims, demands, or lawsuits, regardless of cause, including our performance or failure to perform any of the obligations herein, our negligence, or a failure of the monitoring equipment or service, whether these claims be based on negligence, express or implied warranty, contribution, indemnification, or strict or product liability on the part of us, our employees or agents.
19. SUBROGATION: So far as it is permitted by Your property insurance coverage, You hereby release, discharge and agree to hold us harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Your premises, whether said claims are made by You, Your agents, or insurance company or other parties claiming under or through You. You agree to indemnify Us against, defend and hold Us harmless from any action for subrogation which may be brought against Us by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorneys' fees. You shall notify Your insurance carrier of the terms of this provision.
20. ATTORNEY'S FEES; GOVERNING LAW; LIMITATION ON LAWSUITS, WAIVER OF JURY TRIAL. In the event it shall become necessary for Us to institute or defend legal proceedings to enforce our rights under this Agreement, You shall pay to Us all costs of collections or defense, including reasonable attorney's fees and expenses. Unless prohibited by law, both We and You agree that no lawsuit or any other legal proceeding connected with this agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred.
21. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the law of the State of Washington. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of this Agreement shall be brought against any of the parties in Snohomish County, Washington, or subject to applicable jurisdictional requirements, in the United States District Court for the Western District of Washington, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue. Dealer expressly consents to personal jurisdiction in Washington and waives any objection thereto.
22. Arbitration. Any controversy or claim or dispute arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration before a sole arbitrator in accordance with the laws of the State of Washington for agreements made in and to be performed in Washington. The arbitration shall be conducted in accordance with the Washington Arbitration Act set out at RCW 7.04A, et. seq. The arbitration shall be administered by a mutually agreed upon arbitrator unless the parties cannot agree on an arbitrator, in which case Secure Pacific Corp shall have the right to select the arbitrator. The arbitrator shall award and allocate all the costs of the arbitration, including fees of the arbitrator and reasonable attorney's fees of the prevailing party against the party who did not prevail. The arbitrator shall also have the power to impose any sanction against any party permitted by Washington law. Judgment on the award may be entered in any court having jurisdiction.
23. ENTIRE AGREEMENT. This is the entire and only agreement between You and Us, and it replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by You and us. IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS OR REPRESENTATIONS MADE BY OUR SECURITY REPRESENTATIVES. If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. The interpretation of this Agreement shall not be construed against the drafter. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. You agree that we may save and store all contracts and other documents executed by you and/or we in an electronic media and all such contracts and other documents shall be deemed to be, and may be used by us as originals and shall be given the same force and effect as the paper-form originals. You agree that a copy of this Agreement and the signatures affixed to it transmitted or delivered by facsimile or electronic mail shall be deemed to be signatures for all purposes.
24. LICENSES. In certain states alarm companies are licensed and regulated. If applicable, our license number is listed below along with the state agency that controls such licenses.

Initials ______________

***Addendum: 44897-4-0***
***Date: September 23, 2022***

## Addendum

This Addendum to Client Agreement No. 44897-3 dated  made this 23rd day of September, 2022 by and between Secure Pacific Corporation and City of Black Diamond located at 24301 Roberts Drive, Community Development Bldg Black Diamond , WA, 98010 hereinafter referred to as "Client";

The Client Hereby requests and agrees to the following addendum:

**Addendum**

| QTY | Description |
|---|---|
| 1 | Addendum to Agreement |

## Investment Summary

**Total System Investment:** **$0.00**

**This proposal does not include sales tax, if applicable.**

*Client Owns all Equipment*

*All required permits will be billed separately*

**The provisions of Paragraph 16, 17 and 18 shall not apply to any claim for personal injury or property damage caused by us while physically present on your property. The provisions of paragraph 18 shall not apply to third party claims that are unrelated in any way, and not associate with, the Services or Products provided by us to the Commercial Alarm Systems Sales and Service Agreement.**

**CLIENT: City of Black Diamond**

Signature ______________________________________

Printed Name ___________________________________

Date ___________________________________________

**SECURE PACIFIC CORPORATION:**

Signature ______________________________________
Secure Pacific Corporation Security Consultant

Date ___________________________________________

Signature ______________________________________
Secure Pacific Corporation Division Manager

Date ___________________________________________

This agreement shall not be binding upon Secure Pacific Corporation unless approved in writing by a manager of Secure Pacific Corporation In the event of non-approval, the sole liability of Secure Pacific Corporation shall be to refund to subscriber the amount that has been paid to Secure Pacific Corporation by the client upon the signing of this addendum.

**Secure Pacific Corporation**
Federal Tax ID No. 20-8966510

# CITY COUNCIL AGENDA BILL

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

| ITEM INFORMATION | | |
|---|---|---|
| **SUBJECT:** | **Agenda Date: October 6, 2022** | **AB22-077** |
| **Resolution authorizing the Mayor to accept grant funds and execute a grant agreement with the Port of Seattle for Economic Development** | Mayor Carol Benson | |
| | City Administrator | |
| | City Attorney David Linehan | |
| | City Clerk – Brenda L. Martinez | |
| | Com Dev – Mona Davis | X |
| | Finance – May Miller | |
| | MDRT/Eco Dev – Andy Williamson | |
| Cost Impact (see also Fiscal Note): | Police – Chief Kiblinger | |
| Fund Source: Port of Seattle grant | Public Works – Scott Hanis | |
| Timeline: | Court – Stephanie Metcalf | |

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

**Attachments: Resolution, Grant Agreement with the Port of Seattle**

SUMMARY STATEMENT: The City has received a grant from the Port of Seattle Economic Development Partnership Program in the amount of $10,000, to support local business and tourism.

This grant will support local business and tourism, providing outreach to local businesses to identify needs and provide workshops, seminars, and local events with Chamber participation. If accepted, the 2022/2023 grant funds from the Port of Seattle will be used to improve our City website to have a section for local business resources and develop a “shop local” campaign, with $5,000 in City matching funds (monetary and in-kind matching) used for additional planning, design, and outreach.

FISCAL NOTE (Finance Department): The Port of Seattle will provide $10,000 in grant funds, subject to an additional $2,500 monetary match and $2,500 in-kind match from the City. A budget change will be needed This year to account for the match dollars.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Move to the full Council for consideration of accepting the $10,000 economic development grant and approve the $5,000 City match obligation per the grant agreement.

RECOMMENDED ACTION: **MOTION to approve Resolution No. 22-1507 authorizing the acceptance of a $10,000 economic development grant from the Port of Seattle and authorizing the Mayor to execute a grant agreement.**

## RECORD OF COUNCIL ACTION

| *Meeting Date* | *Action* | *Vote* |
|---|---|---|
| October 6, 2022 | | |
| | | |

**RESOLUTION NO. 22-1507**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO ACCEPT GRANT FUNDS AND EXECUTE A GRANT AGREEMENT WITH THE PORT OF SEATTLE FOR ECONOMIC DEVELOPMENT**

**WHEREAS,** engaging in the promotion of economic development is a recognized Port of Seattle purpose under RCW 53.08.245; and

**WHEREAS,** RCW 35.21.703 similarly authorizes cities to engage in economic development programs and activities; and

**WHEREAS,** RCW 53.08.240(2) permits the Port of Seattle ("Port") to contract with another municipality to perform economic development activity; and

**WHEREAS,** the Port Commission of the Port of Seattle established an Economic Development Partnership Program to advance and promote a dramatic growth agenda, support the creation of middle class jobs, and address the lack of economic development funding for local projects; and

**WHEREAS,** grant funding across the region is very limited for cities that want to pursue economic development projects or initiatives, and Washington State has not had an economic development grant program for over 20 years; and

**WHEREAS**, the Port's partnership program will provide funding for up to 38 cities in King County to advance local economic development, subject to a 50% matching requirement by cities that receive grants under the program; and

**WHEREAS**, the Port's partnership program provides grants to cities that pursue programs and projects that stimulate business development, job creation, and community revitalization, such as small business development, industry retention and expansion, and other projects that support new investment and job creation and retention; and

**WHEREAS**, the City has identified uses for grant funds that will fulfill the purposes of the Port's Partnership Program—namely in response to an earlier Town Hall meeting with City Council on March 10, 2022 to partner with local businesses to identify issues and needs. Outreach efforts will include providing local businesses with workshops and seminars in partnership with the local Chamber of Commerce and/or the Green River Small Business Center, as well as updating the city's website to identify permitting assistance and support; and

**WHEREAS**, the award to the City of $10,000 in Port Partnership Program funds will support local businesses and tourism, including additional local events planned in conjunction with the local Chamber; and

**WHEREAS**, the City will provide $5,000 in matching funds (monetary and in-kind) for business outreach efforts, including technical assistance and City website enhancement for local business resources, which emphasizes the desire to create support for local businesses; and

**WHEREAS**, the City further intends to engage with local businesses to develop proposed “shop local” campaigns to encourage commerce and tourist activity, and to measure outcomes from technical assistance and Chamber memberships;

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

**Section 1.** The City Council hereby accepts the Port of Seattle Economic Development Partnership grant in the amount of $10,000 to continue City efforts to support local businesses and encourage residents to shop locally, with the City contributing an additional $5,000 in matching funds ($2,500 monetary and $2,500 in-kind) for planning work to enhance and measure business use, website resources, and tourism in the city.

**Section 2.** The Mayor is authorized to execute an Economic Development Partnership Agreement with the Port of Seattle, in a form substantially similar to the agreement attached hereto.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF OCTOBER, 2022.**

CITY OF BLACK DIAMOND:

______________________________
Carol Benson, Mayor

Attest:

______________________________
Brenda L. Martinez, City Clerk

**ECONOMIC DEVELOPMENT PARTNERSHIP AGREEMENT**

**BETWEEN**

**THE PORT OF SEATTLE AND CITY OF BLACK DIAMOND**

**S-00321208**

---

This Economic Development Partnership Agreement (the "Agreement") is made by and between the Port of Seattle (the "Port") and the City of Black Diamond ("Agency"), both municipal corporations of the State of Washington (each, a "Party" or, collectively, the "Parties").

## RECITALS

WHEREAS, engaging in the promotion of economic development is a recognized Port purpose authorized under RCW 53.08.245; and

WHEREAS, RCW 35.21.703 similarly authorizes cities to engage in economic development programs; and

WHEREAS, RCW 53.08.240(2) permits the Port to contract with another municipality to perform such undertakings each is authorized to perform; and

WHEREAS, the Port Commission of the Port of Seattle established the Economic Development Partnership Program (the "Program"), to advance the Port' s Century Agenda, promote a dramatic growth agenda, support the creation of middle class jobs and help address the lack of economic development funding for local projects; and

WHEREAS, grant funding across the region is very limited for cities that want to pursue economic development projects or initiatives, and Washington State has not had an economic development grant program for over 20 years; and

WHEREAS, the Program will provide 38 King County cities per capita funding to advance local economic development throughout the region, and requires a 50% local match by the cities that receive the grants; and

WHEREAS, the Program will help the Port advance regional economic vitality through focused partnerships with King County cities; and

WHEREAS, the Program will make grants to cities that pursue programs and projects that stimulate business development, job creation and community revitalization, such as small business development, industry retention and expansion, and other economic development projects that support new investment and job creation;

**NOW**, THEREFORE the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish a contractual arrangement under which the Port will pay the Agency Program funds in the amount set forth on Section 2 solely for the purpose of carrying out the local initiative described in Exhibit A, attached and incorporated hereto by this reference (the "Project"). This Agreement shall be interpreted in furtherance of this purpose.

2. Responsibilities of the Port. The Port shall contribute Ten Thousand Dollars ($10,000.00) (the "Grant Funds") to assist the Agency in funding the Project. The Port shall disburse the Grant Funds to the Agency no later than thirty (30) days after receipt of a complete and correct invoice(s) detailing those Project deliverables completed in accordance with Exhibit A.

3. Responsibilities of the Agency.

3.1 The Agency shall contribute local funds equivalent to at least fifty percent (50%) of the Grant Funds towards the Project.

3.2 The Agency may contract with local non-profits to complete the Project or elements of the Project; *provided,* that the Port shall not, under any circumstance, disburse the Grant Funds to any of the Agency's contractors or subcontractors.

3.3 The Agency shall complete the Project no later than December 31, 2023

3.4 The Agency shall provide a complete and correct invoice(s) detailing those Project deliverables completed in accordance with Exhibit A no later than December 31, 2023

4. Term. This Agreement shall be become effective as of the date the Port executes this Agreement and shall terminate on December 31, 2023, unless earlier terminated under another provision of this Agreement.

5. Termination for Convenience. The Port may terminate this Agreement at any time for any reason, by giving the Agency thirty (30) days' written notice. In the event the Agency has completed any portion of the Project by the time it receives the Port's notice of termination, the Port shall pay the Agency the percentage of the Grant Funds attributable to the Agency's completed portion of the Project.

6. Termination for Default. Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Agency, the Port shall be entitled, by written or oral notice to the Agency, to terminate Agreement for breach of any of the terms and to have all other rights against the Agency by reason of the Agency's breach as provided by law.

7. Waiver. Failure at any time of the Port to enforce any provision of this Agreement shall not constitute a waiver of such provision or prejudice the right of the Port to enforce such provision at any subsequent time. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written amendment signed by the Parties

8. Partial Invalidity. If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, all other provisions hereof shall remain valid and enforceable.

9. Indemnification and Hold Harmless Agreement. The Agency shall defend, indemnify, and hold harmless the Port, its Commissioners, officers, employees, and agents (hereafter, collectively, the "Port") from all liability, claims, damages, losses, and expenses (including, but not limited to attorneys' and consultants' fees and other expenses of litigation or arbitration) arising out of or related to the fulfillment of this Agreement; *provided,* however, if and to the extent that this Agreement is construed to be relative to the construction, alternation, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving or demolition in connection therewith, and therefore subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss or expense arises from the concurrent negligence of (i) the Port, and (ii) the Agency, its agents, or its employees, it is expressly agreed that the Agency's obligations of indemnity under this paragraph shall be effective only to the extent of the Agency's negligence. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any person or entity described in this paragraph. This paragraph shall not be construed so as to require the Agency to defend, indemnify, or hold harmless the Port from such claims, damages, losses or expenses caused by or resulting from the sole negligence of the Port.

In any and all claims against the Port, by any employee of the Agency, its agent, anyone directly or indirectly employed by either of them, or anyone for whose acts any of them may be liable, the indemnification obligation of this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation benefits payable by or for the Agency, or other person under applicable industrial insurance laws (including, but not limited to Title 51 of the Revised Code of Washington), it being clearly agreed and understood by the Parties hereto that the Agency expressly waives any immunity the Agency might have had under such laws. By executing this Agreement, the Agency acknowledges that the foregoing waiver has been mutually negotiated by the parties.

The Agency shall pay all attorneys' fees and expenses incurred by the Port in establishing and enforcing the Port's right under this paragraph, whether or not suit was instituted.

10. <u>Comply with All Laws</u>. The Agency shall at all times comply with all federal, state and local laws, ordinances and regulations, including but not limited to all environmental laws, which in any manner apply to the performance of this Agreement.

11. <u>Integration</u>. This Agreement, together with the attached Exhibit A, constitutes the entire agreement between the Parties and unless modified in writing by an amendment executed by the Parties, shall be implemented only as described herein.

12. <u>Governing Law and Venue.</u> This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in King County.

13. <u>No Employment Relationship Created.</u> The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the Agency and the Port.

14. <u>No Entity Created.</u> The Parties agree that nothing in this Agreement shall be construed to create a joint entity between the Agency and the Port.

15. <u>Notices</u>.

**<u>Notices to the Port shall be sent to:</u>**
Port of Seattle
Economic Development Division
P. O. Box 1209
Seattle, WA 98111

**<u>Notices to the Agency shall be sent to:</u>**
City of Black Diamond
24301 Roberts Drive
PO Box 599
Black Diamond, WA 98010

16. Audits and Retention of Records. The Agency in and make all books, records and documents (the "Records") relating to the performance of this Agreement open to inspection or audit by representatives of the Port or Washington State during the term of this Agreement and for a period of not less than six (6) years after termination of the Agreement; *provided,* that if any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated, the Agency shall retain such Records until the later of
(a) resolution or completion of litigation claim or audit; or (b) six (6) years after the termination of this Agreement.

17. Amendment. This Agreement may only be amended by written agreement of the Parties.

18. Dispute Resolution. The Parties shall use their best, good faith efforts to cooperatively resolve disputes that arise in connection with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the date first set forth above.

**PORT OF SEATTLE**

By: Colby Wattling
Buyer III

__________________________

*Signature*

__________________________

*Dated*

**CITY 0F BLACK DIAMOND**

By:

__________________________

*Signature*

__________________________

*Dated*

## EXHIBIT A

1. **Project Description:** Summarize the project(s) you plan to implement and explain how project(s) address COVID-19 economic issues in your city. Include a brief description of the project goal(s) and summary of COVID-19 economic impacts being addressed.

   The City of Black Diamond is looking for support to benefit all local and emerging businesses and foster business growth. Several local businesses met at a recent Town Hall meeting with the City Council in March 2022 and expressed the need to establish mechanisms for local businesses to work together to foster business growth, support each other's business, and promote local tourism in the City.

2. **Project Scope of Work:** Outline project title or components, economic impacts of COVID-19 the project is addressing, project goals, project deliverables, and metrics (measurable outcomes) using the table below. View Appendix B for sample metrics, measures of success, and data sources. The table is used in the agreement between the Port of Seattle and each city.

**Project Category:** Small Business Assistance Center Partnership (Small Business Relief and Assistance)

| Project Goal(s) | Timeline (Start and end dates): | Actions | Project metrics | Project outcomes/deliverables |
|---|---|---|---|---|
| • Business outreach to identify issues and needs | • August 2022 – May 2023 | • Contact local business owners<br>• Update City website to have section for local business resource | • # of businesses contacted<br>• # of business events and workshops | • Summary of business assistance efforts including outcomes from technical assistance efforts<br>• Increased Chamber memberships and participation with more local events planned in Black Diamond |
| • Provide technical assistance to local businesses | • August 2022 – May 2023 | • Provide assistance to local businesses based on outreach efforts<br>• Provide business workshops and seminars, along with updates to the City's website to help with permitting new business. | • # of businesses receiving assistance<br>• Metrics from businesses own websites and social media accounts<br>• # of businesses that joined Chamber during project outreach. | • Summary of business assistance efforts including outcomes from technical assistance efforts<br>• Increased Chamber memberships and participation with more local events planned in Black Diamond |
| • Encourage residents to shop locally<br>• | • August 2022 – May 2023 | • Develop "shop local" campaign in partnership with Green River Small Business Center and/or local Chamber | • # of participating businesses<br>• # of promotions feature "shop local" campaign | • Metrics from promotional activities (advertising, social media, etc.)<br>• # of participating businesses<br>• Individual business metrics influenced by overall campaign |

3. **Connection to Port of Seattle interests**: Explain how your project benefits the Port of Seattle and ties to the Port's business interests?

   The Port of Seattle has an interest in economic development and vitality of King County. This project will support local businesses in Black Diamond by promoting tourism and strong buy local campaign in the community.

4. **Project Budget:** Identify each project budget category, total funds (including the monetary value of in-kind resources), Port of Seattle funds and City monetary and in-kind matching funds. Include the total funds from each column in the second to last row. Include the percentage contributions to the Port of Seattle's contribution in the last row. This table is used in the agreement between the Port of Seattle and each city.

| Project: | Project Category (Please select one of the categories provided) | Port of Seattle Funds Awarded: | City Monetary Matching Funds: | City In-kind Matching Funds: | Total Funds (Including In-Kind): |
|---|---|---|---|---|---|
| Support Local Business & Tourism | Small Business Assistance | $10,000 | $2,500 | $2,500 in local staff support | $15,000 |
| **Total Funds:** | | **$10,000** | **$2,500** | **$2,500** | **$15,000** |
| **Percentage contribution to Port Funds*:** | | **100** | **25%** | **25%** | |

5. **Collaboration with partners**: Please identify any community organizations (chamber of commerce, neighborhood associations, Small Business Development Centers, SCORE, Greater Seattle Partners, etc.) you plan to work with to complete all or part of your project(s)?

   Green River Small Business Center
   Local business coalition(s) of Black Diamond businesses
   Maple Valley/Black Diamond Chamber of Commerce
   A training budget of $1,500 will be set aside for one of these partners.

6. **Use of consultants or contractors**: If you plan to use consultants or contractors to complete all or part of the project, please identify the firm or type of firm you plan to hire for this project.

   Kevin Grossman, Green River Small Business Center

# CITY COUNCIL AGENDA BILL

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

## ITEM INFORMATION

| **SUBJECT:** | **Agenda Date: October 6, 2022** | **AB22-078** |
|---|---|---|
| **Resolution for review and possible action on the Cooperative Agreement for King County Housing Authority** | Mayor Carol Benson | |
| | City Administrator | |
| | City Attorney David Linehan | |
| | City Clerk – Brenda L. Martinez | |
| | Com Dev – Mona Davis | X |
| | Finance – May Miller | |
| | MDRT/Eco Dev – Andy Williamson | |
| Cost Impact (see also Fiscal Note): | Police – Chief Kiblinger | |
| Fund Source: Port of Seattle grant | Public Works – Scott Hanis | |
| Timeline: | Court – Stephanie Metcalf | |
| | | |

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

**Attachments: Resolution**

SUMMARY STATEMENT: King County Housing Authority (KCHA) met with the City Council during a Work Study Session on September 22, 2022 to discuss invoking the Housing Cooperation Law and entering into a Cooperative Agreement to expand the Rainier View Mobile Home Park within the residential zoning area of the property (leaving the Community Commercial area undeveloped).

The KCHA is proposing additional development under a Site Plan Review application to expand the number of single-family manufactured homes for low-income seniors and has asked the City Council to waive compliance with several development regulations in the BDMC to provide for 14 additional units.

The Resolution and Cooperative Agreement has been drafted and attached in the Council packet for further review and consideration. The redlines in the resolution are proposed changes from KCHA, which includes the option to not provide the temporary community clubhouse and recreation space depicted on the site plan if development costs for this use exceed $20,000. Staff would like Council to further evaluate this proposed amendment that was not discussed during the work study session.

FISCAL NOTE (Finance Department): N/A

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **Discuss and possibly take action or request amendments to the Resolution.**

## RECORD OF COUNCIL ACTION

| ***Meeting Date*** | ***Action*** | ***Vote*** |
|---|---|---|
| October 6, 2022 | | |
| | | |

**Resolution No. 22~~-__________~~-1508**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON TO INVOKE THE HOUSING COOPERATION LAW TO FACILITATE THE KING COUNTY HOUSING AUTHORITY'S DEVELOPMENT OF LOW-INCOME HOUSING FOR SENIORS**

**WHEREAS,** the Housing Authority for the County of King ("KCHA") owns and operates a manufactured home park commonly known as Rainier View, 32631 First Avenue, Black Diamond, Washington (the "Park") for seniors age 55 and older; and

**WHEREAS,** the Park currently consists of 31 single-family manufactured homes for low-income seniors within a parcel area of approximately 9.35 acres; and

**WHEREAS,** the Park is currently split-zoned, with the western portion of the Park lying within the as Single Family Residential (R4) zoning district, and the eastern portion of the Park lying within the Community Commercial (CC) zoning district; and

**WHEREAS,** KCHA desires to develop 14~~3~~ additional single-family manufactured homes for low-income seniors including ~~plus~~ one ~~additional~~ unit which KCHA intends to utilize as temporary ~~to serve as a~~ community clubhouse and recreation space provided that the incremental costs associated with such use do not exceed $20,000 (together referred to as the "Additional Units") within the Park, substantially as depicted in the Master Plan attached hereto as Exhibit A; and

**WHEREAS,** pursuant to the Housing Co~~o~~operation Law (Chapter 35.83 RCW), the Washington State Legislature has declared in RCW 35.83.010 that "it is a proper public purpose for any state public body to aid any housing authority operating within its boundaries or jurisdiction or any housing project located therein, as the state public body derives immediate benefits and advantages from such an authority or project"; and

**WHEREAS,** pursuant to RCW 35.83.020(3) and (4), the City of Black Diamond is a "state public body," and the City Council is a "governing body"; and

**WHEREAS,** RCW 35.83.030(8) authorizes the City to "do any and all things, necessary or convenient to aid and cooperate in the planning, undertaking, construction or operation" of housing projects; and

**WHEREAS,** RCW 35.83.030(4) specifically authorizes the City "to replan, zone or rezone any part of [the City]; [and to] make exceptions from building regulations and ordinances;" and

**WHEREAS,** RCW 35.83.030(10) authorizes the City to "enter into agreements . . . with a housing housing authority" with respect to action to be taken by the City pursuant to the powers granted by the Housing Cooperation Law; and

**WHEREAS,** RCW 35.83.020(2) defines a housing project as any work or undertaking of a housing authority pursuant to the housing authorities law; and

**WHEREAS,** RCW 35.82.020(9) and RCW 35.82.070 authorize the KCHA to perform work to provide low income housing, including for senior citizens; and

**WHEREAS,** the Additional Units would further the joint goals of the City and KCHA to provide affordable housing for the City's low-income seniors, at a time when there is a critical shortage of housing for low-income seniors;

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

**Section 1.** Pursuant to Chapter 35.83 RCW, the Housing Cooperation Law, compliance with the following provisions of the Black Diamond Municipal Code (BDMC) is waived for the development of the Additional Units as shown on the Master Plan:

1.1. BDMC 18.90.040(C) Minimum project area: ten acres;

1.2. BDMC 18.90.040(E) Open Space requirements; provided that current open space areas within the Single Family Residential zone shall be maintained consistent with the Master Plan;

1.3. Any requirement of commercial use on any portion of the Park other than the vacant area depicted on the Exhibit A and bounded by Third Avenue, Lawson Street, Second Avenue, and First Avenue (the "Commercial Area"), with appropriate uses for the Commercial Area within the CC zone to be identified and developed in the future;

1.4. Any requirements listed in the BDMC for landscaping, frontage improvements, right of way/street improvements, dedication of public parking, or other work on or adjacent to the Commercial Area until a future development plan for the Commercial Area is agreed upon;

Commented [JM1]: Please see proposed additional section 4 below.

1.5. Any requirements for dedication of land for public parking within the Single Family Residential zone;

1.6. Elimination of pedestrian easements associated with public parking and access to Railroad Avenue; and

1.7. Any other permitting requirement or development regulation, including with respect to the Additional Unit intended for temporary community clubhouse and recreation space, that the staff of the City and the Housing Authority agree would make development of the Additional Units impractical, unduly expensive, or unduly delayed, provided that this waiver shall not apply to material life safety, public health, or similar regulations materially affecting the health or welfare of Black Diamond residents.

**Section 2.** KCHA's proposal to develop the Additional Units will continue to be processed under the City's usual permit review processes, including site plan review, SEPA review, and civil plan review, and shall be subject to applicable state building codes and inspection requirements. KCHA understands use of an Additional Unit as a temporary community clubhouse may require compliance with building standards for commercial use structures. To the extent that a conditional use permit would be required for development of the Additional Units, the City hereby waives any such conditional use approval requirement.

**Section 3.** For the avoidance of doubt, nothing herein shall be deemed to waive any requirements of the BDMC with respect to any future development of the Commercial Area.

**Section 4.** The City of Black Diamond hereby adopts the Cooperative Agreement attached hereto as *Exhibit B*, which is incorporated herein by this reference.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS ___ DAY OF ______________, 2022.**

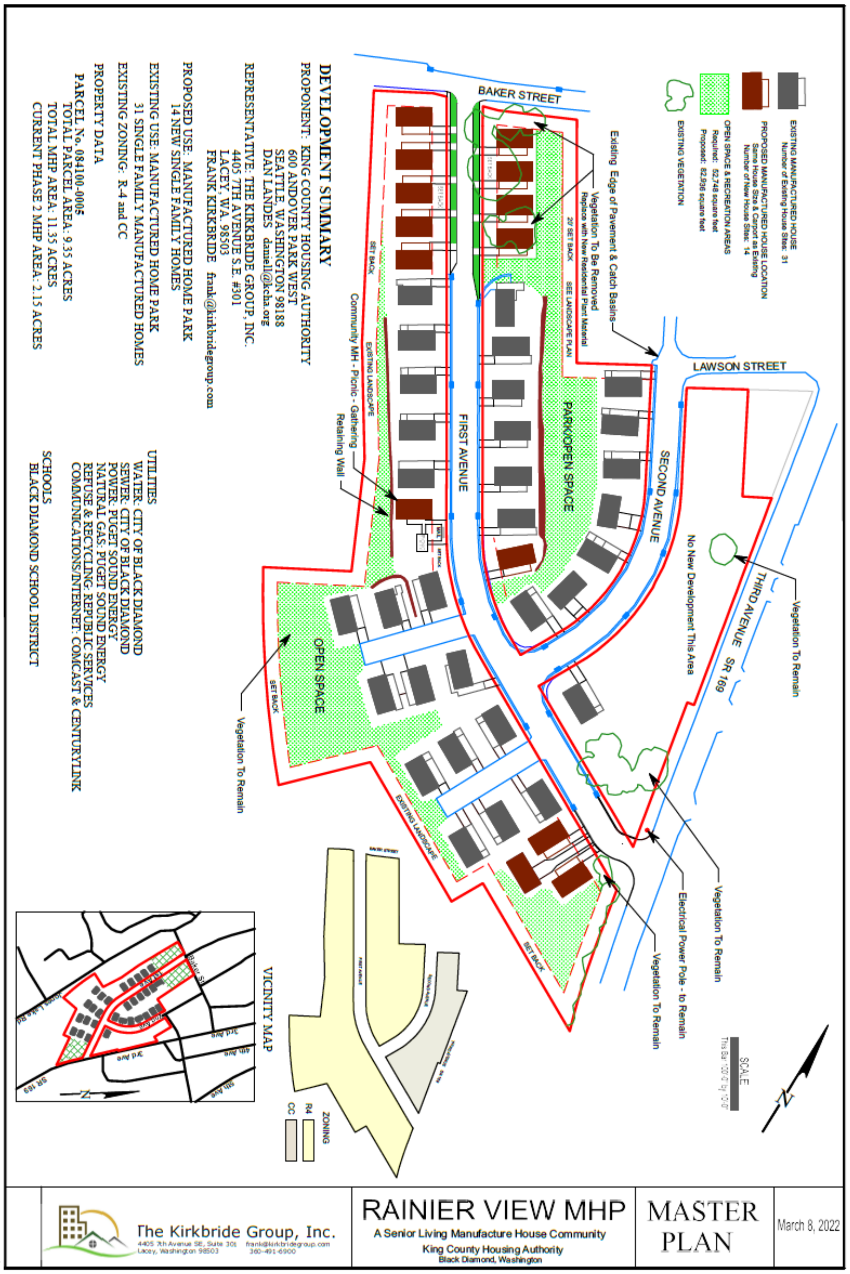
CITY OF BLACK DIAMOND

__________________________
Carol Benson, Mayor

Attest:

__________________________
Brenda S. Martinez ,Clerk

**EXHIBIT A – MASTER PLAN**



Commented [JM2]: Once edits above are finalized, we would propose incorporating them below.

# EXHIBIT B
## COOPERATIVE AGREEMENT FOR LOW-INCOME SENIOR HOUSING

This Cooperative Agreement ("Agreement") is by and between the Housing Authority of the County of King ("KCHA"), a public body corporate and politic under the laws of the State of Washington, and the City of Black Diamond (the "City"), a Washington municipal corporation.

### Recitals

A. KCHA owns and operates a manufactured home park for on Assessor's Parcel Number 0841000005 (the "Park") for seniors age 55 and older.

B. The Park currently consists of 31 existing single-family manufactured homes for low-income seniors within a parcel area of 9.35 acres.

C. The Park is currently zoned as Single Family Residential (R4) and Community Commercial (CC).

D. KCHA desires to develop 13 additional manufactured homes for low-income seniors plus one additional unit to serve as a community clubhouse and recreation space (together, the "Additional Units") within the Park.

E. 45 total manufactured homes on 9.35 acres is consistent with Black Diamond Municipal Code ("BDMC") requirement that manufactured home parks have four to ten units per acre. However, BDMC also requires a minimum project area of ten acres for manufactured home parks.

F. The Housing Cooperation Law, Chapter 35.83, authorizes agreements between cities and public housing authorities related to housing developments and permits cities to waive local regulations related to such developments by resolution or ordinance.

NOW, THEREFORE, in conformance with RCW 35.83 the Housing Cooperation Law, the parties agree as follows:

**1. Effective Date**. This Agreement becomes effective upon the City's adoption of this Agreement by resolution or ordinance and execution by the authorized representatives of KCHA and the City

**2. Development Plan**. KCHA shall develop or cause to be developed the Additional Units in the Park in substantial compliance with the Master Plan attached hereto as *Exhibit A* and incorporated hereto by reference. Such development will include the use of one of the Additional Units as a temporary community clubhouse and recreation space provided that the incremental costs associated with such use do not exceed $20,000.

**3. City Approval and Code Exceptions**. The City hereby approves of the Master Plan and grants KCHA the right to develop the Additional Units in substantial compliance with the Master Plan and the terms of this Agreement. The City hereby waives compliance with the following Black Diamond Municipal Code requirements to the extent applicable with respect to the proposed development of the Additional Units:

3.1. BDMC 18.90.040(C) Minimum project area: ten acres;

3.2. BDMC 18.09.040(E) Open Space requirements; provided that current open space areas shall be maintained consistent with the Master Plan;

3.3. Any requirement of commercial use on any portion of the Park other than the vacant area depicted on the Exhibit A and bounded by Third Avenue, Lawson Street, Second Avenue, and First Avenue (the "Commercial Area"), with appropriate uses for the Commercial Area within the CC zone to be identified and developed in the future;

3.4. Any requirements listed in BDMC 18.90.040 for landscaping, frontage improvements, right of way/street improvements, or other work on or adjacent to the Commercial Area until a future development plan for the Commercial Area is agreed upon;

3.5. Any requirements for dedication of land for public parking within the Single Family Residential zone;

3.6. Elimination of pedestrian easements associated with public parking and access to Railroad Avenue; and

3.7. Any other permitting requirement or development regulation that the staff of the City and the Housing Authority agree would make development of the Additional Units impractical, unduly expensive, or unduly delayed, provided that this waiver shall not apply to material life safety, public health, or similar regulations materially affecting the health or welfare of Black Diamond residents.

**4. Permit Processes.** Nothing in this Agreement shall be construed as exempting KCHA's proposal to develop the Additional Units from the City's usual permit review processes applicable to such developments, including site plan review approval, SEPA review, and civil plan review. The purpose of this Agreement is to modify or waive certain substantive requirements that would otherwise apply to KCHA's development activities within the Park. Development of the Additional Units shall remain subject to applicable state building codes and inspection requirements. KCHA understands that the Additional Unit to be designated as a community clubhouse may be required to comply with building standards for commercial use structures. However, to the extent that a conditional use permit would be required for development of the Additional Units, the City hereby waives any such conditional use approval requirement.

**5. Compliance with Applicable Law**. Except to the extent expressly waived herein, KCHA shall comply, and shall cause its contractors to comply, with all applicable City, state, and federal laws and regulations, including stormwater management regulations, and shall certify such compliance to the City upon request by the City. KCHA shall hold the City harmless from any loss, damage, expense, claim or demand (including costs and attorneys' fees) resulting from KCHA's failure to comply with any applicable City, state or federal law in connection with development of the Additional Units.

**6. General Provisions**.

6.1. **Amendment**. No modification to or amendment of this Agreement shall be effective unless a written amendment, approved by the City by resolution or ordinance, is executed by the authorized representatives of KCHA and the City.

6.2. **Choice of Law**. This Agreement shall be construed in accordance with and governed by the laws of the State of Washington.

6.3. **The City's Rights**. Failure by KCHA to perform or comply with any term or provision of this Agreement within ninety (90) days of written notification from the City of KCHA's nonperformance of or noncompliance with any term or condition shall be an event of default; provided that if the nonperformance or noncompliance cannot reasonably be cured within ninety (90) days then so long as KCHA is diligently pursuing cure and such cure is completed within a reasonable period, it shall not be an event of default. Upon the occurrence of an event of default that is not cured within 90 days (or such other reasonable time period as may be necessary under the circumstances) the City may terminate this Agreement. Termination of this Agreement is not a substitution for any rights or remedies available at law or in equity, including, but not limited to, specific performance.

6.4. **Non-Waiver**. Failure to promptly enforce compliance with any term or provision of this Agreement shall not constitute a waiver or limitation of any right or remedy under this Agreement. No waiver shall be effective unless in writing. A waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach of the same or different provision of this Agreement.

6.5. **No Assignment or Third Party Beneficiaries**. Neither KCHA nor the City shall assign any of its rights or interests or delegate any of its obligations or duties under this Agreement without the prior written approval of the other. Nothing in this Agreement is intended to confer any rights or remedies on any persons or entities other than KCHA and the City.

6.6. **Notice**. Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return-receipt requested, addressed as follows, or to such other address as the receiving party specifies in writing:

If to the City:

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

If to KCHA:

King County Housing Authority
600 Andover Park W.
Tukwila, WA 98188
Attn: Robin Walls, Executive Director

EXECUTED the dates shown below.

THE CITY OF BLACK DIAMOND

By: ______________________ Date: ________________
Name: Carol Benson
Title: Mayor

THE HOUSING AUTHORITY OF THE
COUNTY OF KING

By: ______________________ Date: ________________
Name: Robin Walls
Title: Executive Director

# CITY COUNCIL AGENDA BILL

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

## ITEM INFORMATION

| | | |
|---|---|---|
| **SUBJECT:**<br><br>**Right of Way Ordinance First Reading with Option to Adopt** | **Agenda Date: October 6, 2022** | **AB22-079** |
| | Mayor Carol Benson | |
| | City Administrator | |
| | City Attorney David Linehan | |
| | City Clerk – Brenda L. Martinez | |
| | Com Dev – Mona Davis | |
| | Finance – May Miller | |
| | MDRT/Ec Dev – Andy Williamson | |
| Cost Impact (see also Fiscal Note): NA | Police – Chief Kiblinger | |
| Fund Source: NA | Public Works – Scott Hanis | **X** |
| Timeline: First Reading October 6th with Option to Adopt | Court – Stephanie Metcalf | |
| | | |

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

**Attachments: Proposed Ordinance**

SUMMARY STATEMENT:

Right of Way permits ensure proper and safe use and maintenance of the City Right of Way, including work by franchised Utilities, private companies, and events. The current Black Diamond Municipal Code does not include a section for Right of Way permitting. The Ordinance will add the Right of Way permit and process into code, giving the City authority to require permitting to protect the health, safety and welfare of the public regarding the public right of way.

FISCAL NOTE (Finance Department):

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:
The Public Works Committee reviewed September 27th and recommended moving to full council for first reading with option to adopt.

RECOMMENDED ACTION: **First reading with option to adopt. MOTION to adopt Ordinance No. 22-1182 giving the City authority to enact Right of Way permits, protecting the health, safety and welfare of the public right of way.**

## RECORD OF COUNCIL ACTION

| ***Meeting Date*** | ***Action*** | ***Vote*** |
|---|---|---|
| October 6, 2022 | | |
| | | |

**ORDINANCE NO. 22-1182**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY WASHINGTON, ADOPTING A NEW CHAPTER 12.04 OF THE BLACK DIAMOND MUNICIPAL CODE RELATING TO PERMITS FOR USE OF THE PUBLIC RIGHTS OF WAY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City has the authority to make regulations respecting the safe use and maintenance of the City's rights-of-way to ensure the health, safety, and welfare of the traveling public; and

WHEREAS, members of the public make use of City rights-of-way for various purposes, including but not limited to: temporary construction activities, franchised utilities, sidewalk cafes, and other uses which obstruct or disturb the rights-of-way; and

WHEREAS, the City desires to enact legislation requiring such users of the rights-of-way to apply for a City permit in order to ensure proper traffic control, preserve the value and condition of the public rights-of-way, and protect the health, safety, and welfare of the public;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:**

**Section 1. Adoption of BDMC Chapter 12.04 (Right-of-Way Use Permits).** A new Black Diamond Municipal Code Chapter 12.04 (Right-of-Way Use Permits) is hereby adopted as set forth in Exhibit A, attached hereto and incorporated herein.

**Section 2. Severability.** If any portion of this Ordinance, or its application to any person or circumstance, is determined by final order of a court of competent jurisdiction to be invalid, pre-empted, or otherwise unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining provisions hereof or its application to other persons or circumstances.

**Section 3. Effective Date**. This Ordinance shall be published in the official newspaper of the city and shall take effect and be in full force five (5) days after the date of publication. A summary of this Ordinance may be published in lieu of the entire Ordinance, as authorized by State law.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND AT A REGULAR MEETING THEREOF ON THE __ DAY OF ____________, 2022.**

Mayor Carol Benson

ATTEST:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

David Linehan, City Attorney

Filed with the City Clerk:
Date of Publication:
Effective Date:

# EXHIBIT A

## CHAPTER 12.04 RIGHT-OF-WAY USE PERMITS

Sections:



### 12.04.010 Purpose – Permit required.

The purpose of this chapter is to establish minimum rules and regulations for controlling and enforcing right-of-way uses to assure that proposed uses are consistent with the public health, safety, and welfare of the community, and that harm or nuisance which may result from a proposed right-of-way use is prevented.

It shall be unlawful for anyone to make private use of any public right-of-way without a right-of-way use permit issued by the city, or to use any public right-of-way without complying with all provisions of a permit issued by the city.

### 12.04.020 Definitions.

The following words and phrases, wherever used in this chapter, have the meanings ascribed to them in this section except where otherwise defined or unless the context clearly indicates a different meaning.

A. “Abutting property” means and includes property bordering upon and contiguous to a public right-of-way as defined herein.

B. “Applicant” means any person, partnership, corporation, enterprise, entity, group, or agency applying for the issuance or renewal of a right-of-way use permit or any person, corporation, enterprise, entity, group, or agency that has been issued a right-of-way use permit.

C. "Application" means the collection of papers or electronic data necessary to initiate a right-of-way use permit request, and includes an application in the form approved by the city and other submittals by an applicant consistent with the purposes of this chapter.
D. "Private use" means use of the public right-of-way for the benefit of a person, partnership, corporation, enterprise, entity, group, or agency other than as a public thoroughfare for any type of vehicle, pedestrian, bicycle, or equestrian travel.
E. "Right-of-way" or "ROW" means and includes streets, avenues, ways, boulevards, drives, places, alleys, sidewalks, landscape (parking) strips, squares, triangles, easements, and other rights-of-way open to the use of the public, including the space above or beneath the surface of the same, and further including the unopened or untraveled portions of the same. This definition specifically does not include streets, alleys, ways, landscape strips, sidewalks, easements, or other similar areas that have not been deeded, dedicated, or otherwise permanently conveyed to, or appropriated by, the city for public use.
F. "Sidewalk café means a portion of a public sidewalk on which tables and chairs are placed for the use of patrons while consuming food and/or beverages, including liquor as defined in RCW 66.04.010, when served by a cafe, restaurant, or tavern located on abutting property.

**12.04.030 Right-of-way use permit application process and fee.**

A. The Public Works Director or designee is authorized to approve, conditionally approve, or deny all right-of-way use permit applications consistent with the requirements of this chapter and may establish policies and procedures to administer the permit program.
B. Applicants may be required to submit, in addition to the application form provided by the Public Works Department, any documents the city deems necessary for the Public Works Director or designee to complete an accurate evaluation of the right-of-way use permit application.
C. Decisions by the Public Works Director or designee regarding issuance, renewal, denial, or termination of any permits required under this chapter shall be rendered with due consideration given to the availability of insurance; the provision of performance, restoration, and maintenance bonds; the applicability of indemnification and hold harmless agreements; the capacity of the rights-of-way to accommodate the applicant's proposed facilities or uses; an evaluation of competing public interests; and any other administrative requirements or considerations applicable to the permit.
D. As part of a complete right-of-way use permit application, the applicant shall submit to the city, at the time of application, any applicable right-of-way use permit fees,

including a nonrefundable application fee, as set forth in the most current City of Black Diamond fee schedule.

E. A fee for the processing of applications shall be charged. The amount of the fee shall be determined based upon the time and cost required to review, inspect, research, and coordinate the applicant's data for each permit application.
F. Conditions of approval will be identified by the Public Works Director or designee during the city's review of the application and may include certificates of insurance, indemnification and hold harmless agreements, traffic control plans, performance bonds, restoration bonds, maintenance bonds, time and use restrictions, video data, status reports, restoration of disturbed right-of-way features, or any other requirements the Public Works Director or designee deems necessary to protect the right-of-way and public health, safety, and welfare.
G. The city may incur extra costs of inspection for certain permits that require more than the usual number of inspections. These costs may be incurred because of situations related to observed quality of work, traffic problems, schedule problems, and cooperation of the applicant. Excess inspection fees will be charged based on the hourly rate of actual costs incurred by the city to make the excess inspections.
H. If the city incurs any costs in repairing or replacing any property as the result of the applicant's actions, the costs of repair and replacement will be charged to the applicant. These charges will be for the actual costs to the city.

**12.04.040 Right-of-way use permit types.**

A. Type A, ROW construction permit, is a permit that allows the use of the right-of-way for non-utility construction activities as described in BDMC 12.04.050.
B. Type B, ROW utility permit, is a permit that allows for the use of the right-of-way to construct or maintain utilities as described in BDMC 12.04.060.
C. Type C, ROW occupancy permit, is a permit that allows indefinite use or occupancy of public right-of-way for non-construction activities or placement of structures as described in BDMC 12.04.070, but does not include an initial grant or renewal of utility, cable, or telecommunications franchise, which are separately negotiated and require approval of the city council.
D. Type D, ROW temporary use permit, is a permit that allows seasonal or other non-permanent uses of the public right-of-way for events of limited duration, as described in BDMC 12.04.080, but does not apply to special events covered by Chapter 2.59 BDMC as currently adopted or hereafter amended.

**12.04.050 Type A right-of-way construction permit.**

A. Type A ROW construction permits are required before any person, partnership, corporation, enterprise, entity, group, or agency commences or permits any other person, partnership, corporation, enterprise, entity, group, or agency to commence any non-utility work within the public right-of-way. Types of work that would fall under a Type A ROW construction permit include, but are not limited to, demolition, construction, or improvements made to driveways, curbs, stormwater infrastructure, sidewalks, or retaining walls, and further includes cutting or maintaining trees and haul routes along any public right-of-way. Construction work associated with a franchised or unfranchised utility or telecommunication provider requires a Type B ROW utility permit as described in BDMC 12.04.070.

B. Proof of insurance shall be required, with the city listed as an additional insured, on all work within the right-of-way to address liability for injury to persons or damage to property. Insurance amounts shall be those identified in Section 1-07.18 (Public Liability and Property Damage Insurance) of the Standard Specifications for Road, Bridge and Municipal Construction (current version) published by the Washington State Department of Transportation, and city amendments thereto, or as provided in a city-approved franchise agreement, whichever is more protective of the city. These insurance requirements may be modified at the discretion of the Public Works Director or designee for good cause shown.

C. A current city business license is required for any person performing work in city right-of-way.

D. It is unlawful for any person to perform any work in city right-of-way unless operating under a valid state of Washington general contractor's license, or a valid state of Washington specialty contractor's license applicable to the type of work being performed.

E. Contractors are responsible for traffic control, work area protection/security, and street maintenance to protect the life, health, and safety of the public during any permitted work within the right-of-way, and all methods and equipment used will be subject to the approval of the Public Works Director or designee.

F. All streets, sidewalks, alleys, parkways, and other public rights-of-way disturbed in the course of work performed under any permit shall be restored in accordance with the City of Black Diamond public works standards or as required and approved by the Public Works Director or designee. Restoration and maintenance bonds may be required at the discretion of the Public Works Director or designee.

G. All work within city right-of-way must be pursued to completion with due diligence, and if work is not completed within a reasonable length of time, as determined by the Public Works Director or designee, the city shall cause the work to be completed at the applicant's expense, including any legal costs and attorney fees.

H. Any costs incurred by the city for right-of-way restoration will be charged to the property owner, entity, and/or developer employing the contractor that failed to complete necessary restoration work.

**12.04.060 Type B right-of-way utility permit.**

A. A Type B ROW utility permit is required before any person, partnership, corporation, enterprise, entity, group, or agency commences or permits any other person, partnership, corporation, enterprise, entity, group, or agency to commence any work within the public right-of-way associated with providing or maintaining franchised utilities or telecommunication facilities within the city rights-of-way.
B. Proof of insurance shall be required, with the city listed as an additional insured, on all work within the right-of-way to address liability for injury to persons or damage to property. Insurance amounts shall be those identified in Section 1-07.18 (Public Liability and Property Damage Insurance) of the Standard Specifications for Road, Bridge and Municipal Construction (current version) published by the Washington State Department of Transportation, and city amendments thereto, or as provided in a city-approved franchise agreement, whichever is more protective of the city. These insurance requirements may be modified at the discretion of the Public Works Director or designee for good cause shown.
C. A current city business license is required for any person performing work in city right-of-way.
D. It is unlawful for any person to perform any work in city right-of-way unless operating under a valid state of Washington general contractor’s license, or a valid state of Washington specialty contractor’s license applicable to the type of work being performed.
E. Contractors are responsible for traffic control, work area protection/security, and street maintenance to protect the life, health, and safety of the public during any permitted work within the right-of-way, and all methods and equipment used will be subject to the approval of the Public Works Director or designee.
F. All streets, sidewalks, alleys, parkways, and other public rights-of-way disturbed in the course of work performed under any permit shall be restored in accordance with the City of Black Diamond public works standards or as required and approved by the Public Works Director or designee. Restoration and maintenance bonds may be required at the discretion of the Public Works Director or designee.
G. All work within city right-of-way must be pursued to completion with due diligence, and if work is not completed within a reasonable length of time, as determined by the Public Works Director or designee, the city shall cause the work to be completed at the applicant’s sole expense, including legal costs and attorney fees.
H. Any costs incurred by the city for right-of-way restoration will be charged to the person, entity, and/or developer employing the contractor that failed to complete necessary restoration work.

### 12.04.070 Type C right-of-way occupancy permit.

A. A Type C ROW occupancy permit is required before any person, partnership, corporation, enterprise, entity, group, or agency commences or permits any other person, partnership, corporation, enterprise, entity, group, or agency to (1) place any object or facility within the ROW for an indefinite period of time or (2) utilize the public ROW indefinitely for private benefit or use. Types of activities that fall under a Type C ROW occupancy permit include, but are not limited to, bus shelters and stops; special and unique structures intended for permanent or indefinite placement in the right-of-way, such as awnings, benches, clocks, flagpoles, fountains, kiosks, and lights; and recycling and solid waste facilities. Infrastructure associated with a franchised or unfranchised utility provider or a telecommunication provider requires a Type B ROW utility permit as described in BDMC 12.04.060.

B. Proof of insurance may be required with the city listed as an additional insured to protect the public and the city against liability for injury to persons or damage to property.

C. Issuance of a Type C ROW occupancy permit conveys no property right or title in the right-of-way to the permittee. If at any time the city determines that the area being occupied by the permittee is necessary for other public purposes or benefits, or if the object or facility occupying the ROW falls into disrepair or is not maintained in good condition, or if the city determines that the continued location of the permitted object or facility in the right-of-way is an impediment to other city projects or constitutes a risk to public health or safety, the city may terminate the right-of-way occupancy permit, and the permittee will be required, at its own expense, to remove its facilities from the public right-of-way. Private long-term use or occupancy of the public rights-of-way authorized under Type C permits shall not restrict or in any way limit future public use of the right-of-way.

D. Type C ROW occupancy permits require approval of the city council following a written recommendation by the Public Works Director or designee. Type C ROW occupancy permits may be approved with such conditions as are necessary to protect public health, safety, and welfare or to preserve the use and value of the public rights-of-way. Such conditions may include, but are not limited to, payment of a reasonable rent and/or leasehold excise tax where required by law and execution of an appropriate lease or similar written agreement setting forth the conditions of approval.

### 12.04.080 Type D right-of-way temporary use permit.

A. A Type D ROW temporary use permit is required before any person, partnership, corporation, enterprise, entity, group, or agency commences or permits any other person, partnership, corporation, enterprise, entity, group, or agency to utilize any portion of the public ROW for events of limited duration or other seasonal or short-term activities, except for those events covered by Chapter 2.59 as currently adopted or hereafter amended. Types of activities that fall under a Type D ROW temporary use permit include, but are not limited to, sidewalk cafes or streateries; seasonal or holiday decorations; sidewalk sales; and holiday celebrations or festivals not sponsored by the city. Type D ROW seasonal permits also cover any special facilities or objects that will be located in the public right-of-way for use in connection with the permitted short-term or seasonal activity or event.

B. Proof of insurance may be required with the city listed as an additional insured to protect the public and the city against liability for injury to persons or damage to property.
C. Issuance of a Type D ROW temporary use permit conveys no property right or title in the right-of-way to the permittee. If at any time the city determines that the area being used by the permittee is necessary for other public purposes or benefits, or if the city determines that the continued location of the permitted activity (and any associated objects or facilities) in the right-of-way is an impediment to other city projects or priorities or constitutes a risk to public health or safety, the city may terminate the right-of-way temporary use permit, and the permittee will be required, at its own expense, to cease its use of the public right-of-way and remove any objects or facilities therefrom. Private uses authorized under Type D permits shall not restrict or in any way limit future public use of the right-of-way.
D. Type D ROW temporary use permits shall be processed pursuant to the following procedures:
    1. The Public Works Director may approve or deny Type D ROW temporary use permits for events or activities of one week or less in duration.
    2. Type D ROW temporary use permits for events or activities of more than one week in duration shall require approval of the city council following a written recommendation by the Public Works Director or designee.
    3. Type D ROW temporary use permits may be approved with such conditions as are necessary to protect public health, safety, and welfare or to preserve the use and value of the public rights-of-way. Such conditions may include, but are not limited to, payment of a reasonable rent and/or leasehold excise tax where required by law and execution of an appropriate lease or similar written agreement setting forth the conditions of approval.

**12.04.090 Revocation or suspension of permit.**

All permits issued pursuant to this chapter may be revoked by the city as follows:

A. A permit may be immediately revoked by the city in the event of a violation of any of the terms or conditions of the permit or a violation of this chapter.

B. A permit may be immediately revoked by the city in the event the permitted use of the right-of-way becomes dangerous to persons or property, or if any structure, site condition, or obstruction permitted becomes insecure or unsafe.
C. A permit may be revoked by the city if the applicant misrepresented a material fact in applying for the permit.
D. A permit may be revoked by the city upon 30 days' notice if the permit was not for a specified duration and neither of the preceding three subsections applies.
E. If a permit is revoked, and if any event, use, work, or occupancy for which the permit was originally granted is not immediately discontinued, the city may (1) remove any structure, site condition, object, or obstruction associated with the permitted event, use, work, or occupancy; (2) undertake such repairs as may be necessary to render the structure, site condition, object, or obstruction secure and safe; and/or (3) take such actions as may be necessary to terminate the permitted event, use, work, or occupancy. The cost and expense of such removal, repair, and/or termination shall be assessed against the permittee, including the city's attorney fees.
F. Rather than revoking a permit on the any of the grounds provided in this section, a permit may, at the discretion of the Public Works Director or designee, be suspended for such period of time as may be necessary to cure the violation or to render the permitted structure, site condition, object, or obstruction safe and secure, to the satisfaction of the Public Works Director or designee.
G. Nothing in this section 12.04.090 precludes the city from invoking other applicable codes to remedy a violation of a permit issued under this chapter or imposing such penalties as may be available under other chapters of the Black Diamond Municipal Code.

**12.04.100 Enforcement.**

A. The Public Works Director or designee is authorized to enforce or seek enforcement of the provisions of this chapter and any rules and regulations promulgated hereunder, pursuant to the enforcement and penalty provisions of Chapter 8.02 BDMC and any other codes adopted by the city or other applicable authorities.

B. In addition to the remedies provided elsewhere in this chapter, any activity or object that uses or occupies any right-of-way without a permit is declared a nuisance. The city may post at the location of any such activity, and/or attach a notice to any such object, stating that if the activity and/or object is not terminated and/or removed from the right-of-way within 24 hours of the date and time stated on the notice, the object or thing may be taken into custody and stored at the owner's expense, and those participating in the unpermitted activity may be subject to civil penalties. The notice shall provide an address and phone number where additional information may be obtained. If the object is a hazard to public safety, it may be removed summarily by the city. Notice of such removal shall be thereafter given to the owner, if known. This section does not apply to motor vehicles, which are governed by Title 10 BDMC and applicable provisions of state law.

# CITY COUNCIL
# AGENDA BILL

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

## ITEM INFORMATION

| **SUBJECT:** | **Agenda Date: October 6, 2022** | **AB22-080** |
|---|---|---|
| **Resolution authorizing the services of GMP Consultants to revise the City Administrator job description and to assess City finances to fund this position.** | 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 | |
| Cost Impact (see also Fiscal Note): $9,900 | Police – Chief Kiblinger | |
| Fund Source: General Fund | Public Works – Scott Hanis | |
| Timeline: 2022 | Court – Stephanie Metcalf | |

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

**Attachments: Resolution; Professional Services Agreement; Scope of Work**

SUMMARY STATEMENT:

Before we move forward in the hiring process, I felt it was prudent to hire a consultant to perform an independent review regarding the City Administrator position.

I am seeking authorization to hire GMP Consultants to assess the City's finances to ascertain if the city can fund this position and to also update the City Administrator job description.

I have met with GMP Consultants, and they are qualified to perform such services and come highly recommended.

FISCAL NOTE (Finance Department): The 2022 Budget has the funds to cover this expenditure with unused professional services budgets in the General Fund.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to approve Resolution No. 22-1509, authorizing the Mayor to execute a Professional Services Agreement with GMP Consultants to revise the City Administrator job description and assess City finances to fund this position.**

## RECORD OF COUNCIL ACTION

| ***Meeting Date*** | ***Action*** | ***Vote*** |
|---|---|---|
| October 6, 2022 | | |
| | | |

**RESOLUTION NO. 22-1509**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON THE MAYOR TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT FOR THE SERVICES OF GMP CONSULTANTS TO ASSIST IN THE REVIEW OF CITY FINANCES TO FUND A CITY ADMINISTRATOR POSITION AND TO REVISE THE JOB DESCRIPTION**

**WHEREAS,** in connection with the hiring process Mayor Benson is seeking professional services with revisions to the City Administrator job description and analysis of financial capacity; and

**WHEREAS**, GMP Consultants is qualified to perform such services and comes highly recommended; and

**WHEREAS,** the proposed Professional Services Agreement is found to be reasonable and fair for such services;

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

**Section 1.** Authorize the Mayor to execute the Professional Services Agreement with GMP Consultants to provide services in connection with revisions to the City Administrator job description and analysis of financial capacity and need; substantially in the form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF OCTOBER, 2022.**

CITY OF BLACK DIAMOND:

________________________________

Carol Benson, Mayor

Attest:

________________________________

Brenda L. Martinez, City Clerk

# CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

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

CITY OF BLACK DIAMOND, WASHINGTON ("City")
Physical Address: 24301 Roberts Drive
Mailing Address: PO Box 599
Black Diamond, WA 98010
Contact: Carol Benson Phone: 360-851-4500 Fax: 360-851-4501

and

GMP Consultants ("Consultant")
7041 Cascade Ave. SE
Snoqualmie, WA 98065
Contact: Greg Prothman Phone: 206-714-9499 Email: greg@gmpr.com

Tax Id No.: ________________________

for professional services to be rendered in connection with revisions to the City Administrator job description, and analysis of financial capacity and need for the position ("Project").

## TERMS AND CONDITIONS

### 1. Services by Consultant

1.1 Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the City.

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

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

**.      Schedule of Work**

2.1 Consultant shall perform the services described in the Scope of Work, Exhibit "A", in a timely manner according to the schedule provided therein.

2.2 Consultant shall assure that it, and its subconsultants, will have adequate staffing at all times in order to complete the Scope of Work in a timely manner. If factors beyond Consultant's control that could not have been reasonably foreseen as of the date of this Agreement cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate.

**3. Compensation**

Compensation for the services provided in the Scope of Work shall be a fixed sum of $9,990, plus reasonable direct expenses and travel time charged at the rates shown on Exhibit A, attached hereto.

**4. Payment**

4.1 City shall pay consultant one-half of the total professional services fee ($4,995) upon signing of this Agreement, with payment for the second half of the professional services fee ($4,995) plus any direct expenses due upon conclusion of the Project.

4.2 Consultant shall provide the first invoice to the City at the beginning of the Project and shall provide the final invoice at the conclusion of the Project. Consultant's final invoice shall be paid within sixty (60) days of actual receipt. Invoices shall conform in all respects to the terms of this Agreement.

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

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

**5. Discrimination and Compliance with Laws**

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

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

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

**6. Suspension and Termination of Agreement**

6.1 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing ten (10) days prior to the termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed prior to the date of suspension or termination.

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

**7. Standard of Care**

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

**8. Ownership of Work Product**

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

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

**9. <u>Indemnification/Hold Harmless</u>**

9.1 Consultant shall indemnify and hold the City (including its officers, employees, agents, and volunteers) harmless from all claims, injuries, damages, losses, or suits (including all legal costs and attorney fees) arising out of or in connection with the acts, errors, or omissions of Consultant or its sub-consultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. If a court of competent jurisdiction determines that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City (including its officers, officials, employees, agents, and volunteers), the Consultant's liability hereunder shall be only to the extent of the Consultant's own negligence.

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

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

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

**10. <u>Insurance</u>**

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

10.2 Consultant shall procure and maintain such insurance with minimum limits of $1,000,000 per occurrence, $1,000,000 aggregate, from an insurer with a current A.M. Best rating of not less than A:VII.

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

b. Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 shall be provided to the City upon request. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

**11. <u>Assigning or Subcontracting</u>**

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

**12. <u>Independent Contractor</u>**

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

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

**13. <u>Notice</u>**

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

| | |
|---|---|
| City: | ATTN: Mayor Benson<br>City of Black Diamond<br>P.O. Box 599<br>Black Diamond, WA 98010 |
| With a copy to: | City Clerk |
| Consultant: | GMP Consultants<br>Greg Prothman<br>7041 Cascade Ave. SE<br>Snoqualmie, WA 98065 |

**14. Disputes**

Any suit or action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington, without reference to its choice-of-law rules. Exclusive venue shall be in King County Superior Court, Kent, Washington.

**15. Attorney Fees**

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

**16. Extent of Agreement/Modification**

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

**17. Conflict of Interest; Non-Collusion**

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

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

ACKNOWLEDGED AND AGREED TO BY:

| | |
|---|---|
| CITY OF BLACK DIAMOND | GMP CONSULTANTS |
| By: ___________________________ | By: ________________________________ |
| Carol Benson | Printed Name: ______________________ |
| Its: Mayor | Its: _________________________________ |
| Date: ____________________ | Date: ____________________ |
| Attest: | Approved as to form: |
| By: | By: |
| _________________________________ | _________________________________ |
| Brenda L. Martinez | City Attorney |
| City Clerk | |

EXHIBIT A

SCOPE OF WORK

October 3, 2022

Ms. Carol Benson
Mayor
City of Black Diamond
25510 Lawson St.
Black Diamond, WA 98010

Dear Mayor Benson:

Thank you for your confidence in GMP to conduct a review of the City of Black Diamond's finances to determine if the City can fund the position of City Administrator. Additionally, the City would like a revised city administrator job description and to determine if there is sufficient need for a city administrator given the Mayor's current administrative leadership contributions. The following represents a scope of work for this project and associated professional fees and expenses. If the project scope and associated fees are acceptable, please sign and return a copy and we can schedule a time to begin the assessment.

## BACKGROUND

The City of Black Diamond is a rapidly growing community with substantial new residential development. The City is seeking an independent review to assess the City's finances to ascertain if the City can fund the position of City Administrator. Additionally, the City is asking for a revised City Administrator job description and to review the current administrative contributions by the Mayor and other senior staff to determine if there is sufficient workload and need for a city administrator at this time.

## WORK EFFORT

**INTRODUCTORY MEETINGS** — **ESTIMATED HOURS**

1. Kick-off meeting with the Mayor .......... 4
    - Establish project timelines
    - Review project scope of work and goals of the assessment and revise as needed

**DOCUMENTS PROVIDED BY THE CITY**

1. 2019, 2020, 2021 budgets with actual revenues & expenditures
2. 2022 budget and projected revenues
3. Organization chart for the City
4. List of all City department heads and contact information

5. The City's Personnel Manual
6. List of current vacancies
7. Current labor contracts
8. 2019, 2020 & 2021 State Audit Reports
9. Any year end reports for 2020 & 2021
10. Developer agreements relating to City revenues
11. Current job description for the City Administrator
12. List of duties being performed by the Mayor
13. City Comprehensive Plan
14. Six year Transportation Plan
15. Capital Improvement Plan
16. Contract for fire/EMS services with Mountain View Fire & Rescue
17. Any other contract with a service provider
18. Any Developer agreement resulting in revenues to the City
19. List of City Council members contact information
20. Any City of Black Diamond Ordinances or Resolutions establishing the position of City Administrator

**REVIEW OF RELEVANT STATE STATUTES AND CITY PROVIDED DOCUMENTS ........ 8**

1. Review RCW 35A.12 Mayor/Council Plan of Government
2. Review RCW 35A.12.100 Duties and Authority of the Mayor
3. Review RCW 35A.12.190 Powers of the Council
4. Review all City provided documents
5. Solicit city administrator job descriptions from cities of comparable size and complexity

**CONDUCT INTERVIEWS ........ 14**

1. Preparation for interviews
2. Conduct interview with the Mayor
3. Conduct interviews with Department Directors
4. Conduct interviews with City Council Members
5. Conduct interview with other city staff members as directed
6. Follow up interviews as needed
7. Summarize information

**FINAL REPORT DEVELOPMENT ........ 24**

1. Financial Review
   Provide an analysis and make recommendations regarding the City's finances to ascertain if the City can fund the position of City Administrator; identify any additional issues or observations that would result in city financial health.
2. Organization Review
   Provide an analysis and make recommendation regarding potential job duties for the position of city administrator
3. City Administrator Job Description
   Develop a revised job description for the position of City Administrator.
4. Additional Review
   Identify and comment on topics which might be worthy of additional review on topics brought to the attention of the team during the course of the study

**FINAL REPORT REVIEW PROCESS** .......... **4**

1. Present draft final report to Mayor
   Review report content and recommendations and solicit feedback
2. Update report as needed
3. Present final report to the City

**TOTAL 54**

## PROJECT SCHEDULE

The assessment will take approximately 2 to 3 weeks to accomplish. Copies of needed materials will be available for review by GMP in advance of two to three days of interviews. Exact start dates will be agreed to by both parties and a project schedule will be developed.

## PROJECT TEAM

**Greg M. Prothman – President**
Greg offers a unique combination of 20+ years of experience in various functions of government and 25 years of experience in public sector recruitment. Prior to forming GMP Consulting, Greg founded and was the driving force at Prothman Company as its CEO. Prior he was a partner at Waldron & Company. Early in his career Greg served as a police officer for the University of Washington and the City of Renton. He left police work after completing his Master's degree in Public Administration and accepted an administrative position for the City of Des Moines, WA. He was quickly promoted to Assistant City Manager and then City Manager. A Seattle native, Greg completed his BA at Western Washington University and his Master of Public Administration (MPA) degree from the University of Washington. Additionally, he completed the Senior Executives in State and Local Government program at Harvard University. Greg is a volunteer member of Seattle Mountain Rescue and a member of Crystal Mountain Ski Patrol.

**Mark Bethune – Senior Consultant**
Mark brings 25 years in private and public sector executive management including 16 years leading the City of Orting, WA as City Manager. He has a strong background in community-based planning, budgeting and finance, labor relations and contract negotiations, hazard mitigation planning, and managing comprehensive city projects. Mark is known for being a participative leader and skilled negotiator with a commitment to excellence. He holds an M.B.A. in Marketing and Production/Operations from the University of Missouri.

## PROFESSIONAL FEE AND CANCELLATION

The estimated time needed to complete the organizational assessment is 54 hours. Professional fees are billed at $185 per hour. The total professional fee for conducting the above scope of work is **$9,990** half billed at the beginning of the assessment and the second half at the conclusion of the project. Direct expenses include:

- Printing of documents and materials.
- Consultant travel time is billed at half the hourly consultant rate of $92.50. Mileage is billed at $.62.5 per mile (IRS hourly rate).
- Any client required licenses, fees or taxes.

You have the right to cancel the assessment at any time. Your only obligation would be the fees and expenses incurred prior to cancellation.

Accepted by:

| **City of Black Diamond** | | **GMP Consultants** | |
|---|---|---|---|
| | | Greg Prothman | 9/23/22 |
| Carol Benson | date | Greg Prothman | date |
| Mayor | | President | |