



CITY OF BLACK DIAMOND
February 2, 2023 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:

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

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

CONSENT AGENDA:

- 1) **Claim Checks** – February 2, 2023, Check No. 52526 through Check No. 52579 in the amount of \$205,258.51
- 2) **Payroll** – December 2022, Check No. 20255 through 20268 and ACHs in the amount of \$514,962.92
- 3) **Minutes** – Work Session of January 12, 2023, and Council Meeting of January 19, 2023

PUBLIC HEARINGS:

UNFINISHED BUSINESS:

NEW BUSINESS:

- 4) **AB23-006** – Resolution Authorizing Contracts with AHBL and Parametrix for the Comprehensive Plan Periodic Update – Ms. Davis
- 5) **AB23-007** – Ordinance Regarding Minor Code Amendment to Fireworks Code in Chapter 8.04.130 – Ms. Davis
- 6) **AB23-008** – Discussion Regarding the Repeal of Black Diamond's Retail Marijuana Moratorium – Councilor Page

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

- Councilmember Smith
- Councilmember Mulvihill
- Councilmember de Leon

Americans with Disabilities Act – Reasonable Accommodations Provided Upon Request (360-851-4500)

- Councilmember Page
- Councilmember Deady
- Councilmember Douglass

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:



CERTIFICATION

Finance Committee Meeting
Council Date:

January 26, 2023
February 2, 2023

Check No.'s / EFT	Batch Name	Check / EFT Date		Amount
52526 - 52550	Early 5th December 2022	01/20/23	\$	165,660.60
52551 - 52578	3rd January 2023	02/03/23	\$	25,619.10
52579	1st February 2023	02/03/23	\$	13,978.81
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
		TOTAL	\$	205,258.51

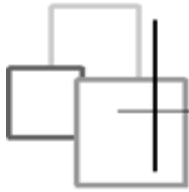
I, THE UNDERSIGNED DO HEREBY CERTIFY UNDER THE PENALTY OF PERJURY, THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED AND OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF BLACK DIAMOND, AND THAT I AM AUTHORIZED TO AUTHENTICATE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

May Miller, Finance Director
May Miller, Finance Director

CAROL BENSON, MAYOR

DATE January 25, 2023

DATE



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
AHBL, Inc.				
	52526	12/31/2022	2022 - December - Early 5th December Batch	
	136276			
		December 2022 Service		
		001-000-257-558-70-49-00	MDRT Planning Consultant	\$19,350.00
	Total 136276			\$19,350.00
	52526	12/31/2022	2022 - December - Early 5th December Batch	
	136277			
		December 2022 Service		
		001-000-240-558-60-41-01	PLN - Prof Serv - Long Range Planning	\$7,972.50
	Total 136277			\$7,972.50
	Total 52526			\$27,322.50
Total AHBL, Inc.				\$27,322.50
Amazon Capital Services, Inc.				
	52527	12/7/2022	2022 - December - Early 5th December Batch	
	17JV-3YHJ-6KMT			
		City Hall Project		
		310-000-002-594-18-62-03	Gen Govt - Campus Improvements	\$21.74
		Fire & Smoke Gasket for door		
	Total 17JV-3YHJ-6KMT			\$21.74
	Total 52527			\$21.74
Total Amazon Capital Services, Inc.				\$21.74
Art Gamblin Motors				
	52528	12/2/2022	2022 - December - Early 5th December Batch	
	420213			
		MDRT - Veh Maint		
		001-000-246-558-70-48-00	MDRT - Vehicle Repair & Maintenance	\$92.21
		Oil Change		
	Total 420213			\$92.21

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	52528	12/8/2022	2022 - December - Early 5th December Batch	
	420404			
	PW - Veh Maint			
	101-000-000-542-30-48-04		PW Clearing- Shared Veh/Equip Maint	\$92.21
	Oil Change			
	Total 420404			\$92.21
	52528	12/20/2022	2022 - December - Early 5th December Batch	
	420719			
	MDRT- Veh Maint			
	001-000-246-558-70-48-00		MDRT - Vehicle Repair & Maintenance	\$92.21
	Oil Change			
	Total 420719			\$92.21
	Total 52528			\$276.63
	Total Art Gamblin Motors			\$276.63
	AT&T Mobility: First Net			
	52529	12/31/2022	2022 - December - Early 5th December Batch	
	287294109909X01132023			
	Service Through December 31.2022			
	001-000-120-512-50-42-00		CRT - Telephone / DSL	\$242.74
	Crt			
	001-000-145-518-80-42-00		IT - Telephone Costs	\$883.96
	IT			
	001-000-145-518-80-42-01		IT - Comm - INET Costs - First Net	\$3,837.37
	Data Plans			
	001-000-214-521-20-42-00		PD - Tele / web / DSL / Air Cards	\$1,805.76
	Police			
	001-000-240-558-51-42-00		CD - Telephone	\$615.12
	Com Dev			
	001-000-246-558-70-42-01		MDRT - Telephones	\$490.16
	MDRT			
	001-000-254-518-20-42-00		CH - Telephones	\$102.52
	Facilities			
	001-000-254-518-20-42-00		CH - Telephones	\$194.88
	City Clerk			
	001-000-270-576-80-42-00		PRK - Telephone/DSL/Radios	\$51.51
	4% Parks			
	001-000-280-536-20-42-00		CEM - Telephone, DSL & Radios	\$25.76
	2% Cemetery			

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
		Account Number	Title	
		101-000-000-542-30-42-01 22% Streets	STRT - Telephone/DSL/Radios	\$283.33
		401-000-000-534-80-42-00 24% Water	WTR - Telephone/DSL/Radios	\$309.09
		404-000-010-534-80-41-00 PW SCADA Routers	SCADA/Telemetry Prof Svs	\$174.04
		407-000-000-535-80-42-00 24% Sewer	SEW - Telephone/DSL/Radios	\$309.09
		410-000-000-531-10-42-00 24% Drainage	STRM - Telephone/DSL/Radios	\$309.08
	Total 287294109909X01132023			\$9,634.41
	Total 52529			\$9,634.41
	Total AT&T Mobility: First Net			\$9,634.41
Black Diamond Auto Parts				
	52530	12/1/2022	2022 - December - Early 5th December Batch	
	465211			
		PW - Veh / Eq Maint		
		101-000-000-542-30-48-04 Batteries, Eng Cleaner	PW Clearing- Shared Veh/Equip Maint	\$478.28
	Total 465211			\$478.28
	Total 52530			\$478.28
	Total Black Diamond Auto Parts			\$478.28
Carina Thornquist				
	52531	11/22/2022	2022 - December - Early 5th December Batch	
	11222022 CT			
		Employee Reimbursement		
		001-000-240-558-60-41-75 Mail Contract - CD	CD - Advertising-Long range planning	\$13.75
	Total 11222022 CT			\$13.75
	52531	11/29/2022	2022 - December - Early 5th December Batch	
	11292022 CT			
		Employee Reimbursement		
		001-000-180-518-50-31-03 Christmas Event Supplies	ADM - Wellness Supplies	\$31.36
	Total 11292022 CT			\$31.36
	Total 52531			\$45.11
	Total Carina Thornquist			\$45.11

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
CHS/Cenex Inc				
	52532	12/31/2022	2022 - December - Early 5th December Batch	
	128275 12302022 PD			
	PD - Fuel December 2022			
	001-000-210-521-10-32-00		PD-Fuel	\$1,963.52
	Police			
	Total 128275 12302022 PD			\$1,963.52
	Total 52532			\$1,963.52
	Total CHS/Cenex Inc			\$1,963.52
City of Enumclaw				
	52533	2/1/2023	2022 - December - Early 5th December Batch	
	06624			
	4th Qtr 2022 Service			
	001-000-211-523-60-49-00		PD - Jail Costs	\$6,470.00
	92 days (Guaranteed Bed)			
	001-000-211-523-60-49-02		PD - Prisoner Lang / Medical Costs	\$175.91
	Medical Billing			
	Total 06624			\$6,645.91
	Total 52533			\$6,645.91
	Total City of Enumclaw			\$6,645.91
CIVICPLUS				
	52534	12/27/2022	2022 - December - Early 5th December Batch	
	251080			
	Clk - December 2022 Service			
	001-000-137-514-21-41-01		CLK - Code Update	\$58.34
	Code Updates			
	Total 251080			\$58.34
	Total 52534			\$58.34
	Total CIVICPLUS			\$58.34
Comcast				
	52535	1/3/2023	2022 - December - Early 5th December Batch	
	8498 34 014 0155476 12.2022			
	3rd Qtr 2022 Service			
	001-000-191-525-60-31-00		EM - Supplies	\$80.34

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		EM Cable 0125628		
	Total 8498 34 014 0155476 12.2022			\$80.34
	Total 52535			\$80.34
Total Comcast				\$80.34
Cutters Supply Inc.				
	52536	12/1/2022	2022 - December - Early 5th December Batch	
	149253			
		PW - Supplies		
		101-000-000-542-30-31-12	PW Clearing Acct-Supplies	\$894.48
		2 Chain Saws and Blades		
	Total 149253			\$894.48
	52536	1/12/2023	2022 - December - Early 5th December Batch	
	149852			
		PW - Supplies		
		101-000-000-542-30-48-04	PW Clearing- Shared Veh/Equip Maint	\$31.74
		Late charges		
	Total 149852			\$31.74
	Total 52536			\$926.22
Total Cutters Supply Inc.				\$926.22
H.D. Fowler Company				
	52537	12/21/2022	2022 - December - Early 5th December Batch	
	16290844			
		PW - Supplies		
		401-000-000-534-80-31-01	WTR - Operating Supplies	\$51.01
		Nipple		
	Total 16290844			\$51.01
	Total 52537			\$51.01
Total H.D. Fowler Company				\$51.01

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Home Depot Credit Service				
	52538	11/28/2022	2022 - December - Early 5th December Batch	
	5614196			
		PD - Supplies		
		001-000-212-521-50-31-00	PD - Bldg Mtc Sup	\$96.34
		Shelves, Bracket, Drill Bit		
	Total 5614196			\$96.34
	52538	12/5/2022	2022 - December - Early 5th December Batch	
	8010904			
		City Hall Project		
		310-000-002-594-18-62-03	Gen Govt - Campus Improvements	\$199.58
	Total 8010904			\$199.58
	Total 52538			\$295.92
Total Home Depot Credit Service				\$295.92
King County Finance				
	52539	1/31/2022	2022 - December - Early 5th December Batch	
	123787-123788			
		December 2022 Service		
		101-000-000-542-64-48-01	STRT - Traffic Signal Maintenance	\$699.89
	Total 123787-123788			\$699.89
	52539	1/3/2023	2022 - December - Early 5th December Batch	
	5004245			
		December 2022 Service		
		001-000-110-511-60-49-01	LEG - K. C. Filing Fees & Misc.	\$204.50
		Recording Fees 20742035113		
	Total 5004245			\$204.50
	Total 52539			\$904.39
Total King County Finance				\$904.39
King County Finance - I-Net				
	52540	12/31/2022	2022 - December - Early 5th December Batch	
	11013187			
		December 2022 Service		
		001-000-214-521-20-42-01	PD - Comm / KC I-Net	\$745.00
		PD INet		
		001-000-246-558-70-42-01	MDRT - Telephones	\$298.00
		MDRT INet		

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		001-000-254-518-20-42-00 CH/CD INet	CH - Telephones	\$447.00
	Total 11013187			\$1,490.00
	Total 52540			\$1,490.00
Total King County Finance - I-Net				\$1,490.00
Parametrix, Inc.				
52541	41416	1/5/2023	2022 - December - Early 5th December Batch	
		December 2022 Service		
		001-000-257-558-70-41-06	MDRT Surveyor-Parametrix	\$1,045.00
	Total 41416			\$1,045.00
52541	41629	1/11/2023	2022 - December - Early 5th December Batch	
		December 2022 Service		
		001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix	\$1,713.75
	Total 41629			\$1,713.75
52541	41630	1/11/2023	2022 - December - Early 5th December Batch	
		December 2022 Service		
		001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix	\$4,365.00
	Total 41630			\$4,365.00
52541	41631	1/11/2023	2022 - December - Early 5th December Batch	
		December 2022 Service		
		001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix	\$363.75
	Total 41631			\$363.75
52541	41651	1/19/2023	2022 - December - Early 5th December Batch	
		December 2022 Service		
		412-000-001-594-31-41-00	STRM - Mgmt Action Plan - Professionl Service	\$8,070.00
	Total 41651			\$8,070.00
52541	41676	1/12/2023	2022 - December - Early 5th December Batch	
		December 2022 Service		
		320-000-038-595-30-41-00	CIP - STRT - Traffic Impact Fee / Concurrency Prof Svs	\$1,891.25
	Total 41676			\$1,891.25

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	52541	1/12/2023	2022 - December - Early 5th December Batch	
	41677			
		December 2022 Service		
		320-000-044-595-50-63-00	CIP - STRT - Rock Creek Bridge: Project	\$507.50
	Total 41677			\$507.50
	52541	1/12/2023	2022 - December - Early 5th December Batch	
	41678			
		December 2022 Service		
		320-000-050-595-50-62-00	CIP - STRT - Covington Creek Bridge	\$762.50
	Total 41678			\$762.50
	Total 52541			\$18,718.75
Total Parametrix, Inc.				\$18,718.75
Petty Cash Custodian				
	52542	1/19/2023	2022 - December - Early 5th December Batch	
	01.19.2022 COBD PCC			
		2021/2022 Year End Reimbursement		
		001-000-130-513-10-43-00	MAYOR - Lodging, Meals & Mileage	\$4.64
		Tip for Luncheon		
		001-000-137-514-21-31-00	CLK - Office Supplies	\$3.25
		Bottled Water for Council Chambers		
		001-000-137-514-21-42-02	CLK - Postage	\$4.33
		Certified Mail		
		001-000-180-518-50-42-00	ADM - Postage	\$8.16
		Certified Mail		
		001-000-180-518-50-42-00	ADM - Postage	\$29.20
		Certified Mail		
		001-000-180-518-50-42-00	ADM - Postage	\$11.55
		Certified Mail		
		001-000-180-518-50-49-16	ADM - Retreat-Travel & Training	\$20.48
		Supplies for Council Retreat		
		001-000-246-558-70-49-00	MDRT - Miscellaneous	\$14.05
		Water Supplies for Office		
	Total 01.19.2022 COBD PCC			\$95.66
	Total 52542			\$95.66
Total Petty Cash Custodian				\$95.66
Puget Sound Energy				

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
52543	01092023 PSE	1/9/2023	2022 - December - Early 5th December Batch	
	December 2022 Service			
	001-000-212-521-50-47-00		PD - Electric/gas	\$264.07
	220013379882: Police Storage			
	001-000-212-521-50-47-00		PD - Electric/gas	\$1,036.13
	200009377470: PD/CT Elec			
	001-000-248-518-20-47-00		MDRT Electricity	\$502.68
	220013379841: MDRT Mod Bldgs Elec			
	001-000-254-518-20-47-00		City Hall Utilities	\$194.38
	200008061844: City Hall Elec			
	001-000-254-518-20-47-00		City Hall Utilities	\$754.02
	220013379841: CD/PW Mod Bldgs Elec			
	001-000-254-518-20-47-00		City Hall Utilities	\$728.63
	220029758004: CH - Rear 1/2 Both Floors			
	001-000-254-518-20-47-00		City Hall Utilities	\$232.09
	220029575798: CH - Front of Upper Floor			
	001-000-254-518-20-47-00		City Hall Utilities	\$167.72
	200008062016: City Hall Elec			
	001-000-270-575-30-47-00		PRK - Museum Electric/Gas	\$705.28
	220013378793: Museum			
	001-000-270-575-51-47-00		Gym- Electricity and Gas	\$708.25
	220013379652: Gym			
	001-000-270-576-80-47-00		PRK - Electric/Gas	\$12.78
	220013379221: Lake Sawyer Boat Launch			
	001-000-270-576-80-47-00		PRK - Electric/Gas	\$7.46
	220013379635: PW Shop-Parks 4%			
	001-000-280-536-20-47-00		CEM - Electric/Gas	\$3.73
	220013379635: PW Shop-Cemetery 2%			
	101-000-000-542-63-47-01		STRT - Street Lighting	\$11.47
	220013379247: 216th Signal & Street Lights			
	101-000-000-542-63-47-01		STRT - Street Lighting	\$130.04
	220013379817: Ped Lighting Roberts			
	101-000-000-542-63-47-01		STRT - Street Lighting	\$12.43
	220019188881: Intersection Light 24430 Morgan St			
	101-000-000-542-63-47-01		STRT - Street Lighting	\$2,068.75
	220013397355: PSE Streetlights			
	101-000-000-542-63-47-01		STRT - Street Lighting	\$54.00
	220013379197: Cov Sawyer & 216th			
	101-000-000-542-63-47-01		STRT - Street Lighting	\$205.08
	220014704229: Intersection Light 219th & SE 296th St			

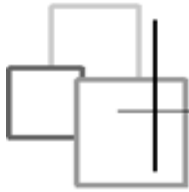
Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
	Account Number		Title	
	101-000-000-542-63-47-01		STRT - Street Lighting	\$15.03
	220013379601: Baker St Crosswalk			
	101-000-000-542-63-47-01		STRT - Street Lighting	\$9.40
	220024466751: 24619 Morgan St			
	101-000-000-542-63-47-01		STRT - Street Lighting	\$77.51
	220024468559: Roberts Dr & Bruckners Way			
	101-000-000-543-50-47-00		PW - Electric/Gas	\$41.04
	220013379635: PW Shop-Street 22%			
	401-000-000-534-80-47-00		Electric/Gas	\$1,097.69
	220013378868: 4.3 Mil Gal Resv			
	401-000-000-534-80-47-00		Electric/Gas	\$44.77
	220013379635: PW Shop-Water 24%			
	401-000-000-534-80-47-00		Electric/Gas	\$40.28
	220013378850: .5 Mil Gal Resv			
	401-000-000-534-80-47-00		Electric/Gas	\$2,716.47
	220013378835: Booster Station			
	407-000-000-535-80-47-00		PW SEW - Electric/Gas	\$42.20
	220013379643: Diamond Glen Sewer			
	407-000-000-535-80-47-00		PW SEW - Electric/Gas	\$122.91
	220013378819: Morganville Lift Station			
	407-000-000-535-80-47-00		PW SEW - Electric/Gas	\$13.60
	220013379619: Sewer Pump			
	407-000-000-535-80-47-00		PW SEW - Electric/Gas	\$44.77
	220013379635: PW Shop-Sewer 24%			
	410-000-000-531-10-47-00		STRM - Electric/Gas	\$44.79
	220013379635: PW Shop-Drainage 24%			
	Total 01092023 PSE			\$12,109.45
	Total 52543			\$12,109.45
	Total Puget Sound Energy			\$12,109.45
Raedeke Associates Inc				
	52544	1/9/2023	2022 - December - Early 5th December Batch	
	60410			
	December 2022 Service			
	001-000-240-558-51-41-75		CD - Permit Pass Thru Cost for Reimb	\$2,041.00
			Rock Creek Reserves	
	Total 60410			\$2,041.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	52544	1/10/2023	2022 - December - Early 5th December Batch	
	60413			
		December 2022 Service		
		001-000-240-558-51-41-75	CD - Permit Pass Thru Cost for Reimb	\$693.00
		Sayer		
	Total 60413			\$693.00
	52544	1/10/2023	2022 - December - Early 5th December Batch	
	60415			
		December 2022 Service		
		001-000-240-558-51-41-75	CD - Permit Pass Thru Cost for Reimb	\$1,639.50
		Sawyer Landing		
	Total 60415			\$1,639.50
	Total 52544			\$4,373.50
	Total Raedeke Associates Inc			\$4,373.50
Redwood Toxicology Laboratory				
	52545	12/22/2022	2022 - December - Early 5th December Batch	
	787937			
		December 2022 Service		
		001-000-121-512-50-41-00	CRT - Prof Svs - Therap. Grant	\$98.75
	Total 787937			\$98.75
	Total 52545			\$98.75
	Total Redwood Toxicology Laboratory			\$98.75
RH2 Engineering Inc.				
	52546	12/31/2022	2022 - December - Early 5th December Batch	
	89100			
		December 2022 Service		
		404-000-020-594-34-63-00	Water Project: ARPA - 3rd Ave. Improvement	\$751.20
	Total 89100			\$751.20
	52546	12/31/2022	2022 - December - Early 5th December Batch	
	89101			
		December 2022 Service		
		404-000-016-594-34-63-00	WTR PROJ - Fire Flow Loop - SR 169	\$26,924.41
	Total 89101			\$26,924.41

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	52546	12/31/2022	2022 - December - Early 5th December Batch	
	89102			
		December 2022 Service		
		101-000-000-542-30-41-04	STRT - Professional Services	\$243.75
	Total 89102			\$243.75
	52546	12/31/2022	2022 - December - Early 5th December Batch	
	89103			
		December 2022 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	\$1,577.41
	Total 89103			\$1,577.41
	52546	1/18/2023	2022 - December - Early 5th December Batch	
	89239			
		December 2022 Service		
		402-000-003-594-34-63-13	WSFFA-Springs Source Rehab	\$5,727.82
	Total 89239			\$5,727.82
	52546	1/8/2023	2022 - December - Early 5th December Batch	
	89240			
		December 2022 Service		
		101-000-000-542-30-41-13	STRT - Prof Serv - Eng. Civil Review	\$2,866.13
		401-000-000-534-80-41-10	WTR - Prof Serv- Civil Eng	\$5,669.19
		401-000-000-534-80-41-10	WTR - Prof Serv- Civil Eng	\$32.29
		401-000-000-534-80-41-13	WTR - Prof Service-GIS	\$2,866.13
		407-000-000-535-80-41-13	SEW - Prof Service - Eng. Civil Review	\$2,866.13
		410-000-000-531-10-41-13	STRM - Prof Service - Eng. Civil Review	\$2,866.11
	Total 89240			\$17,165.98
	Total 52546			\$52,390.57
	Total RH2 Engineering Inc.			\$52,390.57
	Sound Publishing Inc.			
	52547	12/7/2022	2022 - December - Early 5th December Batch	
	ECH967821			
		December 2022 Service		
		001-000-240-558-60-41-75	CD - Advertising-Long range planning	\$214.20
		Zoning		
	Total ECH967821			\$214.20

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	52547	12/7/2022	2022 - December - Early 5th December Batch	
	ECH967887			
		December 2022 Service		
		001-000-140-514-23-41-75	FIN - Advertising	\$65.70
		Adopt Budget, budget Ammendment		
		001-000-240-558-60-41-75	CD - Advertising-Long range planning	\$32.85
		Ord 22-1186		
		401-000-000-534-80-41-75	WTR - Advertising	\$32.85
		Ord 22-1187		
	Total ECH967887			\$131.40
	Total 52547			\$345.60
Total Sound Publishing Inc.				\$345.60
Summit Law Group, PLLC				
	52548	12/19/2022	2022 - December - Early 5th December Batch	
	142109			
		November 2022 Service		
		001-000-150-515-41-41-02	Legal Services -Employment	\$272.00
		General Gov		
	Total 142109			\$272.00
	52548	1/18/2023	2022 - December - Early 5th December Batch	
	142383			
		December 2022 Service		
		001-000-150-515-41-41-02	Legal Services -Employment	\$204.00
		General Gov		
	Total 142383			\$204.00
	Total 52548			\$476.00
Total Summit Law Group, PLLC				\$476.00
UW Valley Medical Center				
	52549	12/16/2022	2022 - December - Early 5th December Batch	
	12162022 UWMC			
		December 2022 Service		
		001-000-213-521-10-41-04	Civil Service-Hiring Evaluations	\$287.50
		Goddard		
	Total 12162022 UWMC			\$287.50
	Total 52549			\$287.50
Total UW Valley Medical Center				\$287.50

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
Varius Inc.				
52550	1573	1/10/2023	2022 - December - Early 5th December Batch	
		December 2022 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	\$7,394.50
	Total 1573			\$7,394.50
52550	1574	1/10/2023	2022 - December - Early 5th December Batch	
		December 2022 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	\$2,256.00
	Total 1574			\$2,256.00
52550	1575	1/10/2023	2022 - December - Early 5th December Batch	
		December 2022 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	\$1,974.00
	Total 1575			\$1,974.00
52550	1576	1/10/2023	2022 - December - Early 5th December Batch	
		December 2022 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	\$14,946.00
	Total 1576			\$14,946.00
	Total 52550			\$26,570.50
Total Varius Inc.				\$26,570.50
Vendor Count 25				
Grand Total				\$165,660.60



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Alpine Products Inc.				
52551	TM-214177	1/11/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	PW - Supplies			
	101-000-000-542-64-31-01		STRT - Street Signs	\$394.67
		Signs		
	Total TM-214177			\$394.67
Total 52551				\$394.67
Total Alpine Products Inc.				\$394.67
Amazon Capital Services, Inc.				
52552	11TF-T44N-1GNW	1/17/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	IT - Supplies			
	001-000-145-518-80-31-00		IT - Misc. Supplies & parts	\$17.40
		White Board Supplies		
	Total 11TF-T44N-1GNW			\$17.40
52552	1DMK-9PW7-KFR3	1/11/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	MDRT - Supplies			
	001-000-246-558-70-31-00		MDRT - Office Supplies	\$106.68
		Paper		
	Total 1DMK-9PW7-KFR3			\$106.68
52552	1DY4-DTT7-MYTQ	1/16/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	IT - Supplies			
	001-000-145-518-80-31-00		IT - Misc. Supplies & parts	\$35.88
	Total 1DY4-DTT7-MYTQ			\$35.88

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
52552	1LLF-RH99-CDJQ Fin - Supplies 310-000-002-594-18-62-03 Standing Desk	1/10/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM Gen Govt - Campus Improvements	\$141.30
	Total 1LLF-RH99-CDJQ			\$141.30
52552	1RHL-43CK-DRFP PW - Supplies 101-000-000-542-30-49-07 Chest Waders	1/11/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM PW Clearing-Shared Other costs	\$434.68
	Total 1RHL-43CK-DRFP			\$434.68
52552	1TL1-4W93-CQ49 PW - Supplies 401-000-000-534-80-48-02 Sensaphone Monitor 407-000-000-535-80-48-02 Sensaphone Monitor	1/10/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM Water System Rep & Mtc-Ext/Int Sewer System Rep & Mtc-Ext/Int	\$616.33 \$616.33
	Total 1TL1-4W93-CQ49			\$1,232.66
52552	1V9G-P7VG-D4QN PW - Supplies 101-000-000-542-30-31-12 Toner	1/14/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM PW Clearing Acct - Supplies	\$64.63
	Total 1V9G-P7VG-D4QN			\$64.63
52552	1WNF-QLP6-6GQY CH - Supplies 001-000-180-518-50-31-00 Binder 310-000-002-594-18-62-03 Stand Up Desks	1/4/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM CH - Office Supplies Gen Govt - Campus Improvements	\$14.12 \$1,057.80
	Total 1WNF-QLP6-6GQY			\$1,071.92

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	52552	1/14/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	1XNY-MCW4-DQQR			
	CD - Supplies			
	001-000-240-558-51-31-00		CD-Office Supplies only	\$50.86
			Batteries, Sponge, Backpack	
	Total 1XNY-MCW4-DQQR			\$50.86
	52552	1/11/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	1YYC-3TXK-F1V9			
	CH - Supplies			
	001-000-180-518-50-31-00		CH - Office Supplies	\$300.45
			Tax forms, Env, Hang Files, Binders, Table	
	Total 1YYC-3TXK-F1V9			\$300.45
	Total 52552			\$3,456.46
	Total Amazon Capital Services, Inc.			\$3,456.46
Axon Enterprise, Inc.				
	52553	1/1/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	INUS128559			
	PD - Certification Bundle			
	001-000-210-521-10-35-00		PD-Firearms Program	\$9,391.68
			Taser Certification Bundle	
	Total INUS128559			\$9,391.68
	Total 52553			\$9,391.68
	Total Axon Enterprise, Inc.			\$9,391.68
CenturyLink (WA)				
	52554	1/11/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	360-Z11-0212 898B 01.2023			
	January 2023 Service			
	401-000-000-534-80-42-00		WTR - Telephone/DSL/Radios	\$306.64
			360-886-7235 830B: Water Reservoir	
	407-000-000-535-80-42-00		SEW - Telephone/DSL/Radios	\$78.34
			360-886-8146 712B: Old Lawson Pump Station	
	407-000-000-535-80-42-00		SEW - Telephone/DSL/Radios	\$64.07
			360-886-0474 006B: Ridge Sewer Pump Station	
	407-000-000-535-80-42-00		SEW - Telephone/DSL/Radios	\$60.80
			360-886-0537 580B: Diamond Glen Sewer	
	407-000-000-535-80-42-00		SEW - Telephone/DSL/Radios	\$66.36

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			360-886-2835 784B: Morganville Pump Station	
	Total 360-Z11-0212 898B 01.2023			\$576.21
	Total 52554			\$576.21
Total CenturyLink (WA)				\$576.21
CIVICPLUS				
	52555	1/1/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	251081			
		Clk - Annual subscription		
		001-000-137-514-21-41-01	CLK - Code Update	\$1,652.91
		Code Updates		
	Total 251081			\$1,652.91
	Total 52555			\$1,652.91
Total CIVICPLUS				\$1,652.91
Comcast				
	52556	1/10/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	8498 34 014 0152887 01.10.2023			
		01.10.2023 - 02.09.2023 Service		
		001-000-214-521-20-42-00	PD - Tele / web / DSL / Air Cards	\$12.21
		PD Cable 0152887		
	Total 8498 34 014 0152887 01.10.2023			\$12.21
	Total 52556			\$12.21
Total Comcast				\$12.21
Dicks Heating & A/C Inc				
	52557	1/12/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	241892			
		PD - Bld Mntc		
		001-000-212-521-50-48-02	PD - Bldg Repairs & Maintenance	\$950.47
		HVAC Repair		
	Total 241892			\$950.47
	Total 52557			\$950.47
Total Dicks Heating & A/C Inc				\$950.47

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Earl & Stacy Beckett				
	52558	1/17/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	4942.0			
		Utility Refund		
		401-000-000-343-40-00-01	Water Charges	\$154.27
		Refund Closed Account		
	Total 4942.0			\$154.27
	Total 52558			\$154.27
	Total Earl & Stacy Beckett			\$154.27
Foothills Village LLC				
	52559	1/17/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	BLD21-0322			
		Permit Refund		
		001-000-240-345-89-99-10	CD - Demo Deposit	\$1,000.00
		Refund Demo Deposit		
	Total BLD21-0322			\$1,000.00
	Total 52559			\$1,000.00
	Total Foothills Village LLC			\$1,000.00
Home Depot Credit Service				
	52560	1/20/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	2526392			
		PW - Supplies		
		101-000-000-542-30-31-12	PW Clearing Acct - Supplies	\$23.04
		Cleansers		
	Total 2526392			\$23.04
	52560	1/19/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	3021582			
		City Hall Project		
		310-000-002-594-18-62-03	Gen Govt - Campus Improvements	\$43.39
		10 Gal Can		
	Total 3021582			\$43.39
	52560	1/19/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	3021583			
		PW - Supplies		
		101-000-000-542-30-31-12	PW Clearing Acct - Supplies	\$59.62

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Staple Tacker, Staples		
	Total 3021583			\$59.62
	Total 52560			\$126.05
	Total Home Depot Credit Service			\$126.05
Honey Bucket/Northwest Cascade Inc.				
	52561	12/10/2022	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	0553202002			
		CM for prorated month		
		001-000-270-576-80-31-00	PRK - Portable Restroom Facility	(\$105.43)
		Unit Returned - Credit for partial month		
	Total 0553202002			(\$105.43)
	52561	1/3/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	0553242420			
		January 2023 Service		
		001-000-270-576-80-31-00	PRK - Portable Restroom Facility	\$98.00
		Parks-Boat Launch Rental: 145291		
	Total 0553242420			\$98.00
	52561	1/3/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	0553242421			
		January 2023 Service		
		001-000-270-576-80-31-00	PRK - Portable Restroom Facility	\$98.00
		Lake Sawyer Regional Park: 71400002		
	Total 0553242421			\$98.00
	Total 52561			\$90.57
	Total Honey Bucket/Northwest Cascade Inc.			\$90.57
Johnsons Home & Garden				
	52562	1/10/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	469827			
		PW - Supplies		
		101-000-000-542-30-31-12	PW Clearing Acct - Supplies	\$663.44
		Tool Box, Gloves, Extension Hose, Nozzles, High Pressure Gun		
	Total 469827			\$663.44

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	52562	1/11/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	469858			
		PW - Supplies		
		101-000-000-542-30-31-12	PW Clearing Acct - Supplies	\$545.36
			Couplings, Drill /Driver Set, Safety Hasp, File Sets, Rivet Tool	
	Total 469858			\$545.36
	52562	1/12/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	469897			
		PW - Supplies		
		101-000-000-542-30-31-12	PW Clearing Acct - Supplies	\$35.08
			Duct Tape, Hasp	
	Total 469897			\$35.08
	Total 52562			\$1,243.88
	Total Johnsons Home & Garden			\$1,243.88
Jose Clavel Hernandez				
	52563	1/19/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	01192023 JCH			
		Traffic School Refund		
		001-000-210-342-10-01-00	PD - Traffic School Fee	\$2.90
			Refund Small Overpayment	
	Total 01192023 JCH			\$2.90
	Total 52563			\$2.90
	Total Jose Clavel Hernandez			\$2.90
Julia Martin				
	52564	1/17/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	2699.0			
		Utility Refund		
		401-000-000-343-40-00-01	Water Charges	\$97.56
			Refund Closed Account	
	Total 2699.0			\$97.56
	Total 52564			\$97.56
	Total Julia Martin			\$97.56

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
King County Police Chief's Association				
	52565	1/1/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	23-003			
		PD - 2023 Membership		
		001-000-210-521-10-49-02	PD - Memberships	\$50.00
		2023 Membership		
	Total 23-003			\$50.00
	Total 52565			\$50.00
	Total King County Police Chief's Association			\$50.00
L.N. Curtis & Sons				
	52566	1/10/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	INV665773			
		PD - Uniform		
		001-000-210-521-10-31-04	PD - Uniforms	\$78.12
	Total INV665773			\$78.12
	Total 52566			\$78.12
	Total L.N. Curtis & Sons			\$78.12
Leads Online LLC				
	52567	1/15/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	403012			
		3/01/2023 - 2/29/2024 Service		
		001-000-210-521-10-41-07	PD - Prof Serv / Leads Online - Pawn Shop	\$2,419.00
	Total 403012			\$2,419.00
	Total 52567			\$2,419.00
	Total Leads Online LLC			\$2,419.00
Legend Data Systems, Inc.				
	52568	1/12/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	136251			
		PD - Photo ID		
		001-000-210-521-10-31-00	PD - Operating Supplies	\$39.78
		ID Card		
	Total 136251			\$39.78
	Total 52568			\$39.78
	Total Legend Data Systems, Inc.			\$39.78

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Lennar Northwest, Inc				
	52569	1/17/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	4656.407			
		Utility Refund		
		401-000-000-343-40-00-01	Water Charges	\$15.00
		Refund Closed Account		
	Total 4656.407			\$15.00
	Total 52569			\$15.00
	Total Lennar Northwest, Inc			\$15.00
NWRE Investment Holding, LLC				
	52570	1/17/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	PLN21-0026			
		Permit Refund		
		001-000-240-345-89-00-01	PLN - Various Land Use Fees	\$1,412.00
		Refund 1/2 of Withdrawn Permit		
	Total PLN21-0026			\$1,412.00
	Total 52570			\$1,412.00
	Total NWRE Investment Holding, LLC			\$1,412.00
OakRidge Homes				
	52571	1/17/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	5226.0			
		Utility Refund		
		401-000-000-343-40-00-01	Water Charges	\$770.49
		Refund Closed Account		
	Total 5226.0			\$770.49
	Total 52571			\$770.49
	Total OakRidge Homes			\$770.49
Puget Sound Energy				
	52572	1/17/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	01172023 PSE			
		January 2023 Service		
		001-000-270-575-30-47-00	PRK - Museum Electric/Gas	\$72.91
		220031492105: Old Fire Station 99		
	Total 01172023 PSE			\$72.91
	Total 52572			\$72.91
	Total Puget Sound Energy			\$72.91

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Puget Sound Finance Officers Association				
	52573	1/23/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	01232023 PSFOA			
	2023 Membership Dues			
	001-000-140-514-23-49-02		FIN - Membership	\$50.00
	Total 01232023 PSFOA			\$50.00
	Total 52573			\$50.00
Total Puget Sound Finance Officers Association				\$50.00
Regional Animal Services of King County				
	52574	1/12/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	105702			
	Tag 432837,432833,430422,432866			
	633-000-600-589-30-00-00		Pet License Fees for King County	\$75.00
	Total 105702			\$75.00
	52574	1/20/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	105706			
	Tag 453565			
	633-000-600-589-30-00-00		Pet License Fees for King County	\$15.00
	Total 105706			\$15.00
	Total 52574			\$90.00
Total Regional Animal Services of King County				\$90.00
Scott Hanis				
	52575	1/23/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	01232023 SH			
	AFLAC Reimbursement			
	001-000-900-588-10-00-01		ADM - AWC Lia. Bld. Equip Ins / Flex Reimbs	\$150.00
	Total 01232023 SH			\$150.00
	Total 52575			\$150.00
Total Scott Hanis				\$150.00
Somer Johnson				
	52576	1/3/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	01102023 SJ			
	Crt - Shared User License			
	001-000-121-512-50-41-00		CRT - Prof Svs - Therap. Grant	\$254.88

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		1/3 Share - My Case Subscription		
	Total 01102023 SJ			\$254.88
	Total 52576			\$254.88
Total Somer Johnson				\$254.88
TRM Wood Products Co. Inc.				
	52577	1/9/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	419847			
	PW - Supplies			
	101-000-000-542-64-31-01		STRT - Street Signs	\$465.54
	Sign Posts			
	Total 419847			\$465.54
	Total 52577			\$465.54
Total TRM Wood Products Co. Inc.				\$465.54
Washington Workwear Stores, Inc.				
	52578	1/3/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	6281			
	PW - Uniform			
	101-000-000-542-30-31-04		PW - Uniforms & Safety Supplies	\$347.23
	PW - Clearing - Uniforms			
	Total 6281			\$347.23
	52578	1/9/2023	2023 - January - 3rd January 2021 Batch for 02.02.2023 CM	
	6296			
	PW - Uniform			
	101-000-000-542-30-31-04		PW - Uniforms & Safety Supplies	\$254.31
	PW - Clearing - Uniforms			
	Total 6296			\$254.31
	Total 52578			\$601.54
Total Washington Workwear Stores, Inc.				\$601.54
	Vendor Count	28	Grand Total	\$25,619.10



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Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Sorci Family LLC	52579	2/1/2023	2023 - February - 1st February 2023 for 02.02.2023 CM	
	02012023 SFLLC			
	February 2023 Rent			
	001-000-181-518-30-45-02		Mod-Land Rental	\$1,988.56
	Land Rental			
	001-000-254-518-20-45-06		2023 City HallL Bldg rental-	\$11,990.25
	City Hall Building			
	Total 02012023 SFLLC			\$13,978.81
	Total 52579			\$13,978.81
Total Sorci Family LLC				\$13,978.81
	Vendor Count	1	Grand Total	\$13,978.81



Register

Fiscal: 2023, 2022

Deposit Period: 2023 - February, 2023 - January, 2022 - December

Check Period: 2023 - February - 1st February 2023 for 02.02.2023 CM, 2023 - January - 3rd January 2021 Batch for 02.02.2023 CM, 2022 - December - Early 5th December Batch

Number	Name	Print Date	Clearing Date	Amount
Columbia Bank	390562401			
Check				
<u>52526</u>	AHBL, Inc.	1/20/2023		\$27,322.50
<u>52527</u>	Amazon Capital Services, Inc.	1/20/2023		\$21.74
<u>52528</u>	Art Gamblin Motors	1/20/2023		\$276.63
<u>52529</u>	AT&T Mobility: First Net	1/20/2023		\$9,634.41
<u>52530</u>	Black Diamond Auto Parts	1/20/2023		\$478.28
<u>52531</u>	Carina Thornquist	1/20/2023		\$45.11
<u>52532</u>	CHS/Cenex Inc	1/20/2023		\$1,963.52
<u>52533</u>	City of Enumclaw	1/20/2023		\$6,645.91
<u>52534</u>	CIVICPLUS	1/20/2023		\$58.34
<u>52535</u>	Comcast	1/20/2023		\$80.34
<u>52536</u>	Cutters Supply Inc.	1/20/2023		\$926.22
<u>52537</u>	H.D. Fowler Company	1/20/2023		\$51.01
<u>52538</u>	Home Depot Credit Service	1/20/2023		\$295.92
<u>52539</u>	King County Finance	1/20/2023		\$904.39
<u>52540</u>	King County Finance - I-Net	1/20/2023		\$1,490.00
<u>52541</u>	Parametrix, Inc.	1/20/2023		\$18,718.75
<u>52542</u>	Petty Cash Custodian	1/20/2023		\$95.66
<u>52543</u>	Puget Sound Energy	1/20/2023		\$12,109.45
<u>52544</u>	Raedeke Associates Inc	1/20/2023		\$4,373.50
<u>52545</u>	Redwood Toxicology Laboratory	1/20/2023		\$98.75
<u>52546</u>	RH2 Engineering Inc.	1/20/2023		\$52,390.57
<u>52547</u>	Sound Publishing Inc.	1/20/2023		\$345.60
<u>52548</u>	Summit Law Group, PLLC	1/20/2023		\$476.00
<u>52549</u>	UW Valley Medical Center	1/20/2023		\$287.50
<u>52550</u>	Varius Inc.	1/20/2023		\$26,570.50
<u>52551</u>	Alpine Products Inc.	2/3/2023		\$394.67
<u>52552</u>	Amazon Capital Services, Inc.	2/3/2023		\$3,456.46
<u>52553</u>	Axon Enterprise, Inc.	2/3/2023		\$9,391.68
<u>52554</u>	CenturyLink (WA)	2/3/2023		\$576.21
<u>52555</u>	CIVICPLUS	2/3/2023		\$1,652.91
<u>52556</u>	Comcast	2/3/2023		\$12.21
<u>52557</u>	Dicks Heating & A/C Inc	2/3/2023		\$950.47
<u>52558</u>	Earl & Stacy Beckett	2/3/2023		\$154.27
<u>52559</u>	Foothills Village LLC	2/3/2023		\$1,000.00
<u>52560</u>	Home Depot Credit Service	2/3/2023		\$126.05

Number	Name	Print Date	Clearing Date	Amount
<u>52561</u>	Honey Bucket/Northwest Cascade Inc.	2/3/2023		\$90.57
<u>52562</u>	Johnsons Home & Garden	2/3/2023		\$1,243.88
<u>52563</u>	Jose Clavel Hernandez	2/3/2023		\$2.90
<u>52564</u>	Julia Martin	2/3/2023		\$97.56
<u>52565</u>	King County Police Chief's Association	2/3/2023		\$50.00
<u>52566</u>	L.N. Curtis & Sons	2/3/2023		\$78.12
<u>52567</u>	Leads Online LLC	2/3/2023		\$2,419.00
<u>52568</u>	Legend Data Systems, Inc.	2/3/2023		\$39.78
<u>52569</u>	Lennar Northwest, Inc	2/3/2023		\$15.00
<u>52570</u>	NWRE Investment Holding, LLC	2/3/2023		\$1,412.00
<u>52571</u>	OakRidge Homes	2/3/2023		\$770.49
<u>52572</u>	Puget Sound Energy	2/3/2023		\$72.91
<u>52573</u>	Puget Sound Finance Officers Association	2/3/2023		\$50.00
<u>52574</u>	Regional Animal Services of King County	2/3/2023		\$90.00
<u>52575</u>	Scott Hanis	2/3/2023		\$150.00
<u>52576</u>	Somer Johnson	2/3/2023		\$254.88
<u>52577</u>	TRM Wood Products Co. Inc.	2/3/2023		\$465.54
<u>52578</u>	Washington Workwear Stores, Inc.	2/3/2023		\$601.54
<u>52579</u>	Sorci Family LLC	2/3/2023		\$13,978.81
		Total	Check	\$205,258.51
		Total	390562401	\$205,258.51
		Grand Total		\$205,258.51

City of Black Diamond

Payroll Register - December 2022

Number	Name	Fiscal Description	Amount
20255	Paper Check	2022 - December - Month End	\$219.51
20256	Paper Check	2022 - December - Month End	\$828.02
20257	Paper Check	2022 - December - Month End	\$878.02
20258	Paper Check	2022 - December - Month End	\$878.02
20259	Paper Check	2022 - December - Month End	\$512.18
20260	BD Police Officers Association	2022 - December - Month End	VOID
20261	City of Black Diamond Flex	2022 - December - Month End	\$496.67
20262	HRA VEBA Trust	2022 - December - Month End	\$225.00
20263	Joseph Kaufman	2022 - December - Month End	\$147.40
20264	Minnesota Child Support Payment Ctr	2022 - December - Month End	\$483.00
20265	Teamsters Local 117	2022 - December - Month End	\$2,169.75
20266	Trusteed Plans Service CP LTD	2022 - December - Month End	\$130.00
20267	Western States Police Medical	2022 - December - Month End	\$450.00
20268	BD Police Officers Association	2022 - December - Month End	\$1,080.00
December 2022 Aflac	Aflac	2022 - December - Month End	\$209.56
December 2022 Draw	Payroll Vendor	2022 - December - Month End	\$56,674.47
December 2022 DRS: DCP	DOR - Deferred Comp	2022 - December - Month End	\$10,987.90
December 2022 DRS: Ret	Dept of Retirement Systems	2022 - December - Month End	\$54,461.92
December 2022 ESD	Employment Security Dept	2022 - December - Month End	\$1,865.81
December 2022 Fed Taxes	City of Black Diamond Taxes	2022 - December - Month End	\$94,783.76
December 2022 L&I	Dept of Labor and Industries	2022 - December - Month End	\$4,989.69
December 2022 Medical Ins	AWC Employee Benefit Trust	2022 - December - Month End	\$72,642.02
December 2022 Month End	Payroll Vendor	2022 - December - Month End	\$206,711.03
December 2022 Final Payout	Payroll Vendor	2022 - December - Month End	\$1,674.98
December 2022 PFML	PFML ESD	2022 - December - Month End	\$1,464.21
			\$514,962.92

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

Finance Director May Miller

Date 1-25-2023

**BLACK DIAMOND CITY COUNCIL
WORK SESSION MINUTES
January 12, 2023
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, Douglass, Smith, Mulvihill, de Leon, Page.

ABSENT:

Staff present: Mona Davis, Community Development Director; Andrew Williamson, MDRT/Ec Dev Director; Scott Hanis, Public Works Director; Rob Reed and Jake Kapsandy IT Department; Brenda L. Martinez, City Clerk/HR Manager

WORK SESSION:

1) Informational Presentation Regarding 2024 Comprehensive Plan Periodic Update

Community Development Director Davis discussed with Council her goal to keep the Council and public informed on the 2024 Periodic Update of the Comp Plan. She discussed the RFP process that was done by staff and the selection by staff of AHBL as the consultant firm to aide in this update and noted a contract will be coming forward at the first meeting in February for Council approval.

Wayne Carlson, of AHBL shared with Council the consultants that would be part of the team to lead this update.

Below are topics/items discussed in the PowerPoint presentation

- GMA Overview
- 2015 to Now – What has occurred since the last update and what to expect moving forward.
- This work will begin with: Gap Analysis of the City's Planning and Policy Documents and develop Public Participation Plan
- Overview of Public Engagement and Plan Preparation
- Public Engagement Activity Strategies

- Finalize contract, including scope and budget for Council approval at their February 2nd meeting.
- What public participation would look like. Open houses, surveys, website, social media.
- Challenges with recent legislation as it pertains to affordable housing.
- Addressing and engaging people who speak other languages.
- Addressing commercial buildout.
- Cities AHBL has worked with on Comp Plans.
- Including MPDs or not?
- How the Growth Management Act came about.
- Roads and Mass Transit Infrastructure for Black Diamond.
- Where will the delays occur to timeline and what will cause them?
- How did the list of priorities come about for the City of Des Moines.

Mayor Benson discussed the process moving forward for the Councilmember recruitment, with Council wanting to go back out and advertise.

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** by Councilmember Page. Motion **passed** with all voting in favor (6-0). The meeting ended at 6:45 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of January 19, 2023
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, Douglass, Smith, Mulvihill, de Leon, Page

ABSENT: None

Staff present: Mayene Miller, Finance Director; Mona Davis, Community Development Director; Scott Hanis, Public Works Director; Ryan Sweet, Capital Project/Program Manager; Jamey Kiblinger, Police Chief; Rob Reed, IS Manager; Jake Kapsandy, IT Department; and Brenda L. Martinez, City Clerk/HR Manager.

READING OF GUIDING PRINCIPLES

AGENDA REVIEW AND APPROVAL:

Councilmember de Leon **moved** to approve the agenda with the removal of item 6; **second** Councilmember Smith. Motion **passed** with all voting in favor (6-0).

PUBLIC COMMENTS:

Geoff Bowie, Black Diamond spoke to Council.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

CONSENT AGENDA:

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

1) Claim Checks - January 19, 2023, Check No. 52457 through Check No. 52525 (voids 52457, 52458) and EFTs in the amount of \$727,724.59

2) Minutes – Council Meeting of January 5, 2023

PUBLIC HEARINGS:

UNFINISHED BUSINESS:

NEW BUSINESS:

3) AB23-003 – Resolution Authorizing Agreement with Olympic Environmental for Recycling Events.

Public Works Director Hanis reported to Council on this item.

Councilmember Deady **moved** to adopt Resolution No. 23-1529 authorizing the Mayor to execute an agreement with Olympic Environmental Resources for the City's 2023 and 2024 Spring and Fall Recycling Events; **second** Councilmember Smith. Motion **passed** with all voting in favor (6-0).

4) AB23-004 – Resolution Authorizing Grant Agreement with King County for Recycling Events

Public Works Director Hanis discussed this item with Council.

Councilmember Deady **moved** to adopt Resolution No. 23-1530 authorizing the Mayor to execute a Waste Reduction and Recycling grant agreement with King County to help fund the 2023-2024 household hazardous waste collection and recycling events; **second** Councilmember de Leon. Motion **passed** with all voting in favor (6-0-).

5) AB23-005 – Resolution Approving Contract with Valley Defenders, PLLP for Public Defense Services

Mayor Benson reported on this agenda item.

Councilmember Mulvihill **moved** to adopt Resolution No. 23-1531 authorizing a Contract with Valley Defenders, PLLP for Public Defense Services; **second** Councilmember Deady. Motion **passed** with all voting in favor (6—0).

DEPARTMENT REPORTS:

Fire – Chief Judkins invited Councilmembers to be part of the hiring process for the new Deputy Chief. She updated Council on the repairs of the aid car and the challenges they are facing with finding parts.

MAYOR'S REPORT:

Mayor Benson reported attending some meetings and did not attend the regional meeting due to a conflict.

COUNCIL REPORTS:

Councilmember Douglass reported attending his very first Public Works Committee meeting and thanked Scott for giving him the 101 on Public Works.

Councilmember Smith reported attending his Finance and Public Works Committee meetings and commented on looking forward to a water source tour. He touched on BD Kind and hopes this is something that continues and appreciates Councilmember Mulvihill for taking the lead.

Councilmember de Leon reported attending the Finance Committee meeting and thanked the Finance Department for taking their feedback and making those meetings run more efficiently and be more proactive. She wondered if there was any follow-up for Mr. Bowie's concerns regarding unmarked city vehicles. She a work study item of creating a sister city partnership and noted she will be sending out the email on the sister city program and what that might look like and suggested it could be tasked with the DEI Commission. She added that another item for a wokstudy is the IT infrastructure, and this is good to look at for safety and being mindful and strategic on how to better budget for technology. She met with the new Executive Director of Enumclaw Youth Empowered. She brought up that the Legislature is in session and noted lots of ways for people to participate. She invited Councilors to attend a lobby day on February 8th. She commented on the sign in Maple Valley advertising their Comp Plan Open House.

Councilmember Mulvihill reported on the SCA Emergency Management Caucus meeting and orientation meeting. She thanked Councilmember Smith for his kind works on the BD Kindness Campaign and shared statistics on the campaign.

Councilmember Page discussed the Councilmember vacancy process and thanked Councilmember O'Donnell for his service and passion for the city. She shared that applications are open until February 15th and then the process will continue with Council interviews and selection. She suggested that after this position vacancy is fill that a work session is scheduled on the Council Rules so all are on the same page and understanding of what the expectations are and to look at any changes needed. She reported attending her Community Development meeting and shared what was on the agenda for discussion. She noted meeting with Directors Davis and Williamson and others to discuss the Port grant and shop local program. She encouraged Councilmembers to get a hard copy of the City's current Comprehensive Plan and read through it as we will be going through this for the update.

Councilmember Deady commented how Public Works was out on Christmas Day to work on the sewer backup and shared that disposable wipes are a hazard to our system and for folks to remember not to flush them. She agrees with Councilmember Page that Council needs to revisit the Council Rules. She attended her Community Development meeting and attended the Council president meeting through SCA and shared the topics that were discussed. She also reported attending the PIC and SCATBd meetings.

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Kristen Bryant, Bellevue spoke to Council.

Geoff Bowie, Black Diamond spoke to Council.

EXECUTIVE SESSION: None

ADJOURNMENT

Councilmember de Leon **moved** to adjourn the meeting; **second** Councilmember Smith. Motion **passed** with all voting in favor (6-0). The meeting ended at 7:53 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

DRAFT

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Professional Services Agreements with AHBL, Inc. and Parametrix for the 2024 Periodic Update to the City of Black Diamond Comprehensive Plan	Agenda Date: February 2, 2023	
	AB23-006	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	X
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact: (see also Fiscal Note)	Public Works – Scott Hanis	
Fund Source: General Fund & grant, 2023 Budget amendment	Court – Stephanie Cantu	
Timeline: February 2023 – December 2024		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution, Memo, Contracts		
SUMMARY STATEMENT: The Growth Management Act (GMA) requires cities and counties to periodically review and update their Comprehensive Plans to meet GMA requirements. All elements of the Comprehensive Plan shall be consistent with each other, the King County Planning Policies, PSRC 2050, and the GMA. Compliance with this GMA mandate is necessary for state infrastructure grant and loan eligibility. The City of Black Diamond’s Comprehensive Plan was last updated in May 2019. The City is required to update the Comprehensive Plan by December 31, 2024. AHBL was selected as a qualified consultant and has provided a scope, fee, and draft schedule to support the city’s efforts in completing this update. AHBL will be working with the City’s traffic engineer, Parametrix, under separate contract to save the City money on third-party invoicing mark-up. The scopes of work and fee estimates total \$409,750. Insufficient budget amounts were identified with having allocated \$175,000 out of the City’s budget and \$125,000 awarded through grant funding by the Department of Commerce and a 2023 Budget amendment for the balance. FISCAL NOTE (Finance Department): The 2023 budget will need to be amended to cover the additional \$109,750 needed to meet the requirements from PSRC for the transportation plan portion of the update.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Review during Council study session January 12, 2023 and Council Committee meeting on January 19, 2023. Recommend approval.		

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 23-1532 authorizing the Mayor to execute agreements with AHBL, Inc. and Parametrix to provide professional services for the 2024 Periodic Update of the Comprehensive Plan in the amount not to exceed \$409,750.**

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 2, 2023		

RESOLUTION NO. 23-1532

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

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

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

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

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

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

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

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

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

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



CITY OF BLACK DIAMOND

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

Phone: (360) 851-4567
Fax: (360) 851-4501
www.blackdiamondwa.gov

Date: February 2, 2023

To: Mayor Carol Benson and City Councilmembers

From: Mona Davis, Community Development Director

Subject: 2024 Periodic Update to the Black Diamond Comprehensive Plan
Professional Services Agreements with AHBL, Inc. and Parametrix

Background

As a city operating under the State Growth Management Act, the City of Black Diamond is required to update its Comprehensive Plan before December 31, 2024. The last update was prepared in 2015 and adopted in 2019.

Discussion

The team of AHBL and Parametrix was selected to assist staff in the 2024 periodic update to the Comprehensive Plan. AHBL will serve as the consultant lead and be responsible for preparing updates to all of the plan elements except for transportation. Parametrix will prepare the transportation element. Coordination between AHBL and Parametrix will occur to ensure that there is internal consistency between the land use, housing, and transportation elements. Scopes of work and fee estimates are attached.

Fiscal Impact

The scopes of work and fee estimates total \$409,750, which includes \$192,770 for the transportation element and requisite traffic modeling and \$216,980 for the balance of the plan. The City has not updated its citywide traffic model since 2009 and the cost for preparing the model is impacted by a change in required modeling methodology by the Puget Sound Regional Council (PSRC). PSRC has the authority to certify the transportation element of the City's Comprehensive Plan.

There is insufficient budget and revenues identified to support these professional services agreements. The 2023 budget includes \$175,000 identified for consultant work to assist in the update to the Comprehensive Plan. The City has also been awarded \$125,000 in state grants for this work.

The 2023 budget will need to be amended to cover the additional \$109,750 needed to meet the requirements from PSRC for the transportation plan.

Recommendation

Staff recommends the City Council approve proposed Resolution No. 23-_____ authorizing the Mayor to execute agreements with AHBL, Inc. and Parametrix to provide professional services for the 2024 Periodic Update to the Comprehensive Plan in an amount "not to exceed" \$409,750.

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

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

RECITALS

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

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

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

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

TERMS

I. Description of Work.

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

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

II. Payment

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

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

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

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

III. Relationship of Parties

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

IV. Duration of Work

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

V. Termination

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

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT:

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

CITY:

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

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

XVII. Assignment

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

XVIII. Modification and Severability

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

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

XIX. Entire Agreement

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

AGREED TO AND EXECUTED BY:

CONSULTANT

CITY OF BLACK DIAMOND

By: _____
Wayne Carlson, Principal

By: _____
Carol Benson, Mayor

Consultant:

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

EXHIBIT A

SCOPE OF WORK

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

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

1.1 Collect Data and Review Current Plans and Policies

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

This work task will include:

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

Deliverable:

Gap Analysis Matrix and Summary Memorandum

Task 2: Public Engagement

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

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

2.1 Prepare a Public Participation Plan

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

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

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

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

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

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

Deliverables:

City of Black Diamond Public Participation Plan

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

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

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

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

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

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

Deliverable:

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

2.2.2 Policy Workshop (2023 Q2: June 2023)

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

Deliverable:

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

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

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

Deliverable:

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

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

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

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

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

Deliverable:

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

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

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

Deliverable:

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

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

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

Deliverable:

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

Task 3: Draft Comprehensive Plan Update

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

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

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

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

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

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

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

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

Deliverable:

- Comprehensive Plan first draft

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

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

Deliverable:

- Comprehensive Plan final draft

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

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

Deliverable:

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

Task 5: Final Review, Noticing, and Adoption

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

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

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

Deliverable:

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

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

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

Deliverable:

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

5.3 Final Plans (2024 Q4: December 2024)

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

Deliverables:

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

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

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

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

Deliverables:

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

Task 7: Post-Adoption Support (Dates TBD)

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

Certification through PSRC

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

Appearance before the Growth Management Hearings Board (if required)

Comprehensive Plan Periodic Update

City of Black Diamond
Comprehensive Plan Periodic Update

	AHBL								AHBL Total	ECONorthwest Economist Consultant Fee	Subconsultant Fees	Total Labor Cost
	Planning Principal	Planning Sr. Project Manager	Planner 3	Planner 2	Planning Fees	Civil Project Manager	Civil Engineer 3	Civil Fees				
	Planning - 30					Civil - 10						
	\$240	\$170	\$120	\$105	--	\$180	\$130	--				
Task 1 Gap Analysis of the City's Planning and Policy Documents												
1.1 Collect Data and Review Current Plans and Policies	4	8	20		\$4,720			\$0	\$4,720		\$0	\$4,720
Task 1- SUBTOTAL (hours)	4	8	20	0		0	0					
Task 1- SUBTOTAL (fee)					\$4,720			\$0	\$4,720	\$0	\$0	\$4,720
Task 2 Public Engagement												
2.1 Prepare a Public Participation Plan	2	4	20		\$3,560			\$0	\$3,560	\$0	\$0	\$3,560
2.2 Public Workshops and Open House										\$0		
2.2.1 Update Kick-off and Visioning Workshop	4	8	40		\$7,120			\$0	\$7,120	\$0	\$0	\$7,120
2.2.2 Policy Workshop	4	4	28		\$5,000			\$0	\$5,000	\$0	\$0	\$5,000
2.2.3 Land Use Strategies Workshop	4	4	32		\$5,480			\$0	\$5,480	\$2,200	\$2,200	\$7,680
2.2.4 Housing and Land Use Workshop	4	2	28		\$4,660			\$0	\$4,660	\$2,200	\$2,200	\$6,860
2.2.5 Multi-Modal Transportation Workshop	4	2	12		\$2,740			\$0	\$2,740	\$0	\$0	\$2,740
2.2.6 Final Wrap-Up Open House					\$0			\$0	\$0	\$0	\$0	\$0
Task 2- SUBTOTAL (hours)	22	24	160	0		0	0					
Task 2- SUBTOTAL (fee)					\$28,560			\$0	\$28,560	\$4,400	\$4,400	\$32,960
Task 3 Draft Comprehensive Plan Update												
3.1 Prepare First Complete Draft of the Document												
Introduction	2	4	12		\$2,600			\$0	\$2,600	\$0	\$0	\$2,600
Parks, Recreation, Trails, and Open Space	1	2	16		\$2,500			\$0	\$2,500	\$0	\$0	\$2,500
Natural Environment	2	4	24		\$4,040			\$0	\$4,040	\$0	\$0	\$4,040
Land Use	36	56	96		\$29,680			\$0	\$29,680	\$0	\$0	\$29,680
Housing	4	8	24		\$5,200			\$0	\$5,200	\$13,200	\$13,200	\$18,400
Transportation	1	1	8		\$1,370			\$0	\$1,370	\$0	\$0	\$1,370
Capital Facilities	2	4	16		\$3,080	16	40	\$8,080	\$11,160	\$0	\$0	\$11,160
Utilities	1	1	8		\$1,370			\$0	\$1,370	\$0	\$0	\$1,370
Economic Development	2	4	16		\$3,080			\$0	\$3,080	\$17,600	\$17,600	\$20,680
3.2 Prepare Final Draft of Comprehensive Plan	2	4	4	32	\$5,000			\$0	\$5,000	\$0	\$0	\$5,000
Task 3- SUBTOTAL (hours)	53	88	224	32		16	40					
Task 3- SUBTOTAL (fee)					\$57,920			\$8,080	\$66,000	\$30,800	\$30,800	\$96,800
Task 4 SEPA Environmental Review												
4.1 Expanded Non-Project SEPA Environmental Checklist	4	4	32		\$5,480			\$0	\$5,480	\$0	\$0	\$5,480
4.2 DNS	2	2	24		\$3,700			\$0	\$3,700	\$0	\$0	\$3,700
Task 4- SUBTOTAL (hours)	6	6	56	0		0	0					
Task 4- SUBTOTAL (fee)					\$9,180			\$0	\$9,180	\$0	\$0	\$9,180
Task 5 Final Review, Noticing, and Adoption												
5.1 Planning Commission Meetings/Hearings	24		48		\$11,520			\$0	\$11,520	\$0	\$0	\$11,520
5.2 City Council Meetings/Hearings	24		24		\$8,640			\$0	\$8,640	\$0	\$0	\$8,640
5.3 Final Plans to Commerce	1		8		\$1,200			\$0	\$1,200	\$0	\$0	\$1,200
Task 5- SUBTOTAL (hours)	49	0	80	0		0	0					
Task 5- SUBTOTAL (fee)					\$21,360			\$0	\$21,360	\$0	\$0	\$21,360
Task 6 Development Regulations Update												
6.1 Development Regulation Gap Analysis	4	8	32		\$6,160			\$0	\$6,160	\$0	\$0	\$6,160
6.2 Amendments to applicable chapters within the BDMC	40	60	200		\$43,800			\$0	\$43,800	\$0	\$0	\$43,800
Task 6- SUBTOTAL (hours)	44	68	232	0		0	0					
Task 6- SUBTOTAL (fee)					\$49,960			\$0	\$49,960	\$0	\$0	\$49,960
Task 7 Post-Adoption Support												
Public appeal support									TBD	\$0	\$0	TBD
Task 7- SUBTOTAL (hours)	0	0	0	0		0	0					
Task 7- SUBTOTAL (fee)					\$0			\$0	\$0	\$0	\$0	\$0
GRAND TOTAL	178	194	772	32	\$171,700	16	40	\$8,080	\$179,780	\$35,200	\$35,200	
CONSULTANT FEE SUBTOTAL												\$214,980
CONSULTANT REIMBURSABLE EXPENSES (e.g. copies, mileage, and postage)												\$2,000
CONSULTANT BUDGET												\$216,980

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

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

RECITALS

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

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

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

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

TERMS

I. Description of Work.

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

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

II. Payment

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

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

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

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

III. Relationship of Parties

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

IV. Duration of Work

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

V. Termination

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

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT:

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

CITY:

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

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

XVII. Assignment

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

XVIII. Modification and Severability

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

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

XIX. Entire Agreement

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

AGREED TO AND EXECUTED BY:

CONSULTANT

CITY OF BLACK DIAMOND

By: _____
Name, Title

By: _____
Carol Benson, Mayor

Consultant:

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

REVIEW DRAFT

EXHIBIT A

SCOPE OF WORK

City of Black Diamond Transportation Element Update

INTRODUCTION

The purpose of this contract is to provide transportation planning and related services to the City of Black Diamond (City) to update the Transportation Element to include in the City's 2024 Comprehensive Plan Update.

SCOPE OF WORK

Consultant Deliverable Standards

1. For all deliverables, Parametrix (the Consultant) shall provide the following unless otherwise specified in a particular task:
 - a. Two draft versions and one final version of any document, plan, or technical memo.
 - b. All documents (reports, technical memos, monthly progress reports/invoices, etc.) will be transmitted electronically in Microsoft (MS) Office Suite software and/or Portable Document Format (PDF) files. No documents will be prepared using InDesign or other document production software.
 - c. Draft agenda 3 business days before scheduled meetings.
 - d. Draft meeting/workshop notes within 3 business days following the event.
2. The City will review the draft submittals and transmit review comments via email to the Consultant using MS Word track changes format, comments within PDFs, Bluebeam, or comments in MS Excel. The City will strive to provide a single set of consolidated comments with all conflicts resolved. Should the Consultant require clarification regarding a comment or should the City provide conflicting comments, the City Project Manager will be consulted to reach a timely resolution. The Consultant shall provide a written response to the City for each comment including a description of how the comment will be incorporated into the final document.
3. The Consultant shall be responsible for preparation of meeting agendas, materials, and summaries. Summaries shall provide an overview of the meeting and document the content of discussion, decisions made, action tasks, and task owner.
4. Consultant shall perform review of all deliverables prior to transmittal to the City in accordance with Consultant's established quality assurance/quality control (QA/QC) procedures.

Project Assumptions

The following assumptions apply to all tasks.

- All Planning Commission and City Council meetings will be attended in person, unless otherwise directed by the City. All other meetings will be via telephone or online platforms (e.g., MS Teams).

- Unless specified by the City differently, the City will review and provide comments for each draft deliverable within 10 business days of delivery. The Consultant shall have 5 business days to respond to comments. Revised review and response periods will be discussed as needed during development of each deliverable. When feasible, the Consultant shall provide the City with working drafts of documents to allow for review of work in progress, with the intent of expediting review periods.
- All presentation materials will be prepared consistent with the City's adopted style guide.

TASK 01 – PROJECT MANAGEMENT

The objective of this task is to provide overall project management of the Consultant contract.

Approach

The Consultant will:

- Develop a project management plan (PMP) that, at a minimum, will include:
 - Initial project schedule and monthly updates
 - Project budget
 - Work breakdown structure
 - Organization chart
- Attend bi-weekly Project Management Team (PMT) meetings. The City and Consultant Project Managers will meet biweekly to review the status of work in progress and deliverables, schedule, budget, and risk items. Meetings will also include discussions of technical topics or review of draft deliverables as applicable.
- Track the project budget to verify that progress is keeping pace with spending.
- Monitor subconsultant work for the adherence to scope, schedule, budget, and quality of deliverables.
- Prepare a monthly progress report and invoice for Consultant services in a format approved by the City.
- Facilitate a project kickoff meeting that includes City and Consultant team members. The purpose of the meeting will be to review study goals, objectives, scope, and schedule. Discussion items will include:
 - Milestones and timeline for deliverables
 - Roles and responsibilities and communication protocol
 - Data sources/data needs delivery
 - Key deliverables
- Maintain all project files on an online project site, such as SharePoint or Teams, that is hosted by the Consultant. Materials shall be hosted on this site and made available to all project team members. Access to this service will be limited to project team members and outside agencies as determined acceptable by the City.

Deliverables

Deliverables for this task include:

- Project management plan (PMP)
- Monthly progress reports and invoices.
- Meeting agendas and notes
- All project files

Assumptions

- Project duration is 18 months and includes 36 biweekly PMT meetings.
- Biweekly PMT meetings are 1/2 hour.

TASK 02 – INVENTORY AND MODEL EXISTING CONDITIONS

The objective of this task is to collect, model, evaluate, and document the existing conditions of the City of Black Diamond transportation system.

Subtask 02-01 – Data Collection and Methodology

The Consultant will collect and/or assimilate data needed to analyze the City's existing transportation conditions. The Consultant will develop a methodology memorandum that documents how the existing and future (2032 and 2044) traffic models will be developed, and existing conditions will be evaluated. The Consultant will identify all data needs for updating the Transportation Element and collect all data not provided by the City.

Deliverables

- Traffic modeling methodology
- Supplemental data not provided by the City

Assumptions

- The City will provide all available data, such as traffic counts, signal timing plans, pedestrian and bicycle counts, collision/safety data, and transportation infrastructure inventories.
- Intersection turning movement counts will be collected at up to 13 intersections during the 2-hour PM peak period (4 to 6 pm). Consultant to confirm locations with the City prior to collecting data.

Subtask 02-02 Develop Existing Traffic Models

The Consultant will develop the existing conditions travel demand and traffic operations models to evaluate traffic operations and conditions in Black Diamond during the PM peak hour. For the traffic operations model, the Consultant will:

- Calculate existing PM peak-hour level of service (LOS) in the City of Black Diamond at the study intersections
- Identify intersections that currently operate below LOS standards defined in the City's Comprehensive Plan.

- Conduct the analysis using Synchro (v 11) and SIDRA.
- Analysis will be based on methodologies described in the *Highway Capacity Manual* and WSDOT Synchro and SIDRA protocols.

Deliverables

- Existing LOS results for study intersections, including summary tables and maps.
- Existing conditions Synchro and SIDRA model files

Assumptions

- PM peak hour LOS will be calculated at up to 13 intersections.
- The Existing 2022 model will be based on existing network conditions.

Subtask 02-03 Update Existing Conditions

The Consultant will document the findings of Subtask 02-02 as well as all other aspects of the City's transportation system and update the existing conditions section of the Final Transportation Element (Task 7). The update will include a description of all aspects of the existing transportation system in the City of Black Diamond, including:

- Roadway Functional Classification
- General Purpose Traffic, including traffic volumes and existing level of service
- Safety
- Freight
- Nonmotorized
- Transit
- Planned transportation improvements by other agencies

Deliverables

- Existing conditions update to the Transportation Element

TASK 03 – REVIEW AND UPDATE POLICIES

The objective of this task is to review and update the goals, objectives, and policies of the existing Transportation Element.

Subtask 03-01 – Review Land Use and Housing Elements

The Consultant will meet with City staff to review the Land Use and Housing elements of the Comprehensive Plan to determine where and how the future vision these elements have changed in order to inform potential changes to the Transportation Element goals, policies, and objectives.

Deliverables

- Meeting summary

Assumptions

- One 2-hour meeting

Subtask 03-02 – Review and Update Transportation Goals, Policies, and Objectives

The Consultant will update the Transportation Element goals, policies, and objectives based on changes to the Land Use and Housing Elements, relevant plans by regional partners, and other citywide objectives.

Deliverables

- Transportation Goals, Objectives, and Policies section of the Transportation Element.

Assumptions

- Final Transportation Goals, Objectives, and Policies may be revisited during Task 7 to reflect findings revealed through Tasks 4 through 6.

TASK 04 – EVALUATE FUTURE TRANSPORTATION SYSTEM

The objective of this task is to evaluate the future traffic operations and demands on the Black Diamond transportation system for both the 2032 and 2044 planning horizons.

Subtask 04-01 – Develop Future Conditions Model

The Consultant will identify the demands placed on existing facilities by new development and overall growth in background traffic. The Consultant will:

- Use Puget Sound Regional Council's (PSRC's) most recent activity-based travel demand model to update the City's existing travel demand model.
- Develop traffic forecasts for year 2032 and year 2044 planning horizon.
- Create refined zone system that splits larger zones in the current travel demand model to better reflect development areas. Land use will be refined to reflect appropriate totals for each of the new zones and the roadway network will be adjusted as well.
- Calculate Year 2032 PM peak hour level of service at the study area intersections.
- Calculate Year 2044 PM peak hour level of service at the study area intersections.
- Identify intersections that are forecasted to operate below LOS standards defined in the City's Comprehensive Plan.

Deliverables

- Year 2030 PM peak-hour LOS results for study intersections, including summary tables and maps.
- Year 2044 PM peak-hour LOS results for study intersections, including summary tables and maps.
- Future Conditions Synchro, SIDRA, and EMME Traffic Model files
- Technical memorandum documenting the travel demand model calibration process and results.

Assumptions

- Traffic forecasts will be based on the City's 2032 and 2044 land use forecasts and growth assumed in the PSRC most recent regional EMM activity-based travel demand model and will incorporate land use and housing assumptions consistent with the City's updated Comprehensive Plan.
- Forecasts assume the Master Planned Developments of The Villages and Lawson Hills will reach full-build out by the year 2032.

Subtask 04-02 – Identify Infrastructure Needs

Based upon the demands placed on existing facilities by new development and background traffic growth, the Consultant will identify the projects required to maintain LOS standards defined in the City's Comprehensive Plan as well as long-term projects to achieve the City's Transportation Vision. The Consultant will develop:

- Develop a list of improvements to meet concurrency requirements for the year 2032.
- Calculate Year 2032 PM peak hour level of service at the study area intersections and study area roadways with Capital Improvement Program (CIP)-funded projects as well as those expected to be funded as part of Master Planned Developments.
- Calculate Year 2044 PM peak hour level of service at the study area intersections and study area roadways with CIP-funded projects as well as those expected to be funded as part of Master Planned Developments.
- Recommended changes, if any, to the existing functional classification of roads.

Deliverables

- Improvements for the year 2032 planning horizon
- Improvements for the year 2044 planning horizon
- Year 2032 PM peak-hour LOS results for study intersections with proposed improvements, including summary tables and maps.
- Year 2044 PM peak-hour LOS results for study intersections with proposed improvements, including summary tables and maps

TASK 05 – CONCEPTUAL DESIGN AND COST ESTIMATES

The objective of this task is to develop conceptual engineering and cost estimates for projects identified in Task 04 for both the year 2032 and year 2044 planning horizon, using a vetted cost estimating methodology to provide accurate cost estimates.

Subtask 05-01 – Develop Cost Estimating Methodology

The Consultant will prepare a methodology that details how cost estimates for the Transportation Element will be developed. The methodology will identify appropriate planning level cost estimate assumptions, typical bid items or a bid item breakdown, and contingencies. The Consultant will coordinate with City staff to review any available information on recent projects constructed by the City. Prior to development of the methodology, the Consultant will meet with the City to discuss required elements for incorporation into the methodology.

Deliverables

- Cost Estimating Methodology

Assumptions

- The City will provide available information on recent projects constructed by the City.

Subtask 05-02 – Develop Cost Estimates

The Consultant will develop accurate planning level cost estimates based on conceptual engineering for the year 2032 and 2044 planning horizon improvements. The Consultant will:

- Develop a cost estimating spreadsheet to document planning level cost estimates.

Deliverables

- Year 2032 and Year 2044 cost estimate summaries
- Detailed planning level estimates for 2032 and 2044 projects

Assumptions

- Planning level costs will be developed for the year 2032 and year 2044 planning horizon.
- Up to 15 transportation capacity adding improvements will be estimated for the year 2032 planning horizon and up to 10 transportation capacity adding improvements will be estimated for the year 2044 planning horizon.
- The projects included in the MDP Conditions of Approval are assumed to be included in the year 2032 projects as funded by the developer. Conceptual design and cost estimates will not be prepared for these projects.

TASK 06 – DEVELOP TRANSPORTATION ELEMENT

The objective of this task is to develop a draft and final Transportation Element document for inclusion in the 2024 City of Black Diamond Comprehensive Plan.

Subtask 06-01 – Develop Transportation Element

The Consultant will develop a Transportation Element document that includes all required information with text, maps, graphics, and tables. This subtask will integrate the applicable content of deliverables developed in previous tasks and be prepared in a manner that is accessible and useful to a broad audience. The Consultant will update any goals, policies, or objectives as needed and identify funding sources for transportation improvements

Deliverables

- Updated Comprehensive Plan Transportation Element

Assumptions

- Up to two rounds of review to respond to PSRC comments.

TASK 07 – INTERNAL AND EXTERNAL COMMUNITY OUTREACH PARTICIPATION

The objective of this task is to support the City in community outreach efforts associated with the Transportation Element update and communications with the Planning Commission and City Council.

Subtask 07-01 – Community Outreach Support

The Consultant will support the City outreach efforts of the Transportation Element of the comprehensive plan through participation at community outreach events. The Consultant will complete the following engagement activities:

- Participate in one (1) open house

Deliverables

- Meeting materials related to transportation, including presentations

Assumptions

- The Consultant will design up to five display boards for the open house
- Up to two Consultant team members will attend the open house

Subtask 07-02 – Planning Commission and City Council Meetings

The Consultant will provide support to City staff at Planning Commission and City Council meetings, including public hearings. The Consultant will prepare meeting materials derived from task deliverables and PowerPoint presentations. The Consultant will attend meetings and present materials as requested by the City.

The Consultant will facilitate and present at workshops with the Planning Commission. Workshops will focus on topics determined by the City.

Deliverables

- Meeting materials, including presentations
- Attendance and presentation at Planning Commission and City Council meetings

Assumptions

- The Consultant shall have 3 business days to respond to comments or questions received at Planning Commission and City Council meetings.
- The Consultant will attend two Planning Commission and/or City Council workshops.
- The Consultant will attend three Planning Commission meetings
- The Consultant will attend three City Council meetings
- Two members of the Consultant team will attend each Planning Commission and City Council meeting

TASK 08 – MANAGEMENT RESERVE/OPTIONAL TASKS

Subtask 08-01 – Supplemental Meeting Support

The Consultant will provide support to the City for additional meetings and hearings pertaining to the Transportation Element Update.

Deliverables

- Meeting materials, including presentations
- Attendance and presentation at meetings or hearings

Assumptions

- Up to two, 2-hour prep-sessions for each event, attended by up to two Consultant team members.
- Up to two, 2-hour meetings, attended by up to two Consultant team members

Black Diamond Transportation Element Update
Budget Estimate

Black Diamond Transportation Element Update Budget Estimate					Billing Rates:										
					Alex Atchison	Alicia McIntire	Jennifer John	Sara Urbina	Rachel Durham	Sierra Ohlsen	Austin Fisher	Cameron Woodcock	Amanda Lucas	Jessica Lavaris	Christy Pope
					Sr Consultant 18	Sr Consultant 18	Sr Consultant 18	Engineer III 13	Planner III 12	Planner I 10	Vice President 19	Engineer IV 14	Publications Supervisor 12	Sr Project Accountant 10	Sr Project Controls Specialist 12
					\$285.00	\$285.00	\$285.00	\$175.00	\$155.00	\$135.00	\$300.00	\$190.00	\$150.00	\$145.00	\$160.00
Task	SubTask	Description	Labor Dollars	Labor Hours											
01		Transportation Element Update													
	01	Project Management	\$20,760.00	94	44	4	0	0	26	0	0	0	0	10	10
		Project Management Plan	\$1,500.00	8	2				6						
		PMT Meetings	\$5,130.00	18	18										
		Develop and Maintain Project Schedule	\$1,810.00	10	2				8						
		Invoices	\$6,050.00	36	4				12					10	10
		Coordination with ABHL	\$6,270.00	22	18	4									
	02	Inventory and Model Existing conditions	\$34,610.00	186	10	4	24	76	32	32	0	0	8	0	0
		Data collection and methodology	\$5,540.00	28	2	2	4	8	12						
		Develop existing traffic operations model	\$1,970.00	10	2			8							
		Develop existing travel demand model	\$13,840.00	64	4		20	40							
		Develop existing conditions section	\$13,260.00	84	2	2		20	20	32			8		
	03	Review and Update Policies	\$9,420.00	44	8	12	0	0	24	0	0	0	0	0	0
		Review land use and housing elments	\$2,280.00	8	4	4									
		Review and update Transportation Goals, Policies and Objectives	\$7,140.00	36	4	8			24						
	04	Evaluate Future Transportation System	\$57,900.00	268	16	4	80	168	0	0	0	0	0	0	0
		Develop future operations models (2032 and 2044)	\$7,880.00	40	4	4		32							
		Develop future travel demand model (2032 and 2044)	\$46,080.00	208	8		80	120							
		Identify infrastructure needs	\$3,940.00	20	4			16							
	05	Planning Level Cost Estimates	\$30,790.00	144	6	0	0	0	0	0	26	112	0	0	0
		Develop Cost Estimating Methodology	\$3,450.00	16	2						2	12			
		Develop planning level cost estimates	\$27,340.00	128	4						24	100			
	06	Develop Transportation Element and Capital Facilities Plan	\$22,560.00	132	12	8	0	4	48	40	0	8	12	0	0
		Develop Transporation Element	\$22,560.00	132	12	8		4	48	40		8	12		
	07	Internal and External Public Outreach and Participation	\$14,280.00	52	30	0	0	0	6	0	16	0	0	0	0
		Community Outreach	\$3,840.00	16	6				6		4				
		Planning Commission and City Council Meetings	\$10,440.00	36	24						12				
Labor Totals:			\$190,320.00	920	126	32	104	248	136	72	42	120	20	10	10
Totals:			\$190,320.00		\$35,910.00	\$9,120.00	\$29,640.00	\$43,400.00	\$21,080.00	\$9,720.00	\$12,600.00	\$22,800.00	\$3,000.00	\$1,450.00	\$1,600.00
Subconsultant - IDAX															
Traffic Counts - 13 intersections - 2-hour counts			\$2,450.00												
Total Budget Estimate			\$192,770.00												

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: February 2, 2023	AB23-007
Ordinance regarding minor amendment to Section 8.04.130 BDMC – Standards for Fireworks Stands	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	X
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): N/A	Public Works – Scott Hanis	
Fund Source: N/A	Court – Stephanie Cantu	
Timeline: February 2023		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Ordinance; Staff Report; Inspection Form		
SUMMARY STATEMENT: Currently, the Black Diamond Municipal Code (BDMC) regulates the sales, storage, and use of consumer fireworks. The City requires a permit for the temporary sales of consumer fireworks. Consumer fireworks are also regulated in Washington State by Chapter 212-17 WAC, Title 70.77 RCW, and Chapter 8.04 BDMC. The current Chapter 8.04.130(B) BDMC is far more restrictive in how close a consumer fireworks stand can be located to gasoline stations than other codes or the fire marshal require. This is not based on any facts related to the dangers of consumer fireworks. It is recommended that the distance required be changed to that required by State Law (WAC 212-17-21509). FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: 1/19/23 – Recommend Approval		
RECOMMENDED ACTION: MOTION to approve the Ordinance No. 23- 1190, proposed minor code amendment to Chapter 8.04.130 Subsection B of the BDMC to be consistent with state law.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
February 2, 2023		

ORDINANCE NO. 23-1190

AN ORDINANCE OF THE CITY OF BLACK DIAMOND, WASHINGTON, AMENDING SECTION 8.04.130 OF THE BLACK DIAMOND MUNICIPAL CODE TO HARMONIZE IT WITH STATE LAW

WHEREAS, temporary consumer fireworks stands are regulated in the City of Black Diamond Chapter 8.04 of the Black Diamond Municipal Code; and

WHEREAS, Washington State fireworks law is regulated by Chapter 212-17 of the Washington Administrative Code and Chapter 70.77 of the Revised Code of Washington; and

WHEREAS, the location of consumer fireworks retail sales facilities (CFRS, otherwise referred to as fireworks stands) is regulated in Washington State by Section 212-17-21509 of the Washington Administrative Code; and

WHEREAS, City staff worked with Fire Chief Greg Smith, Mountain View Fire and Rescue, to harmonize existing state law with the Black Diamond Municipal Code; and

WHEREAS, City Council Planning & Community Services Committee was informed of the intention to update the Fireworks Stands section of code;

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

Section 1. BDMC 8.04.130 Amended. BDMC 8.04.130, "Standards for fireworks stands," is hereby amended to read as follows:

8.04.130 - Standards for fireworks stands.

The fireworks stands of all those persons engaging in the sale of common fireworks pursuant to a permit issued under this chapter shall conform to the following minimum standards and conditions:

- A. Fireworks stands shall comply with all provisions of the building code and shall be constructed in such a manner so as not to endanger the safety of attendants and patrons.
- B. No fireworks stand shall be located within fifty feet of any other building or structure, nor within ~~one quarter of one mile of any gasoline station, oil storage tank or premises where flammable liquids are kept or stored~~ one hundred feet from any motor vehicle dispensing station, retail propane dispensing station, flammable liquid storage, or combustible liquid storage. Measurements will be taken from the pump, island, or dispensing device above ground tank storage or lids of underground tanks to the fireworks stand.

- C. Each fireworks stand must have at least two exits which shall be unobstructed at all times.
- D. Each fireworks stand shall have, in a readily accessible place, at least two full buckets of water and/or a fire extinguisher duly approved in advance by the fire chief.
- E. All weeds, grass and combustible material shall be cleared from the location of the fireworks stand and the surrounding area a distance of not less than twenty feet, measured from the exterior walls on each side of the fireworks stand.
- F. No smoking shall be permitted in or near a fireworks stand, and the same shall be posted with proper "No Smoking" signs.
- G. Each fireworks stand shall have an adult in attendance at all times that the stand is stocked. Stock from the stand shall not be removed or stored in any other building during the sales period without the express written approval of the fire chief.
- H. No fireworks stand shall be located within a radius of one quarter mile from any other stand.
- I. Each fireworks stand shall have provision for sufficient off-street parking, in the opinion of the fire chief, to avoid impeding continuous flow of traffic at entrances and exits from the premises.
- J. Each fireworks stand shall post prominently a list of fireworks that may be sold to the public.

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

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

Approved as to form:

David Linehan, City Attorney

Filed with the City Clerk:

Passed by the City Council:

Ordinance No.

Date of Publication:

Effective Date:



CITY OF BLACK DIAMOND

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

Phone: (360) 851-4447
Fax: (360) 851-4501
www.blackdiamondwa.gov

Meeting Date: February 2, 2023

To: Mayor and City Council

Staff Contact: Mona Davis – Community Development Director

Subject: Standards for Fireworks Stands - Minor Code Amendment

Findings of Fact

Currently, the Black Diamond Municipal Code (BDMC) regulates the sales, storage, and use of consumer fireworks. The City requires a permit for the sales of consumer fireworks. Consumer fireworks are also regulated in Washington State by Chapter 212-17 WAC, Title 70.77 RCW, and Chapter 8.04 BDMC.

The current Chapter 8.04 BDMC is far more restrictive in how close a consumer fireworks stand can be located to gasoline stations than other codes or our fire marshal require. This is not based on any facts related to the dangers of consumer fireworks.

It is recommended that the distances required from gasoline stations, oil storage tanks or premises where flammable liquids are kept or stored be revised to be consistent with State Law (**WAC 212-17-21509**).

Proposed Code Amendments

Chapter 8.04 - FIREWORKS

8.04.130 - Standards for fireworks stands.

The fireworks stands of all those persons engaging in the sale of common fireworks pursuant to a permit issued under this chapter shall conform to the following minimum standards and conditions:

- A. Fireworks stands shall comply with all provisions of the building code and shall be constructed in such a manner so as not to endanger the safety of attendants and patrons.
- B. No fireworks stand shall be located within fifty feet of any other building or structure, nor within ~~one quarter of one mile of any gasoline station, oil storage tank or premises where flammable liquids are kept or stored~~ one hundred feet from any motor vehicle dispensing station, retail propane dispensing station, flammable liquid storage, or combustible liquid storage. Measurements will be taken from the pump, island, or dispensing device above ground tank storage or lids of underground tanks to the fireworks stand.
- C. Each fireworks stand must have at least two exits which shall be unobstructed at all times.
- D. Each fireworks stand shall have, in a readily accessible place, at least two full buckets of water and/or a fire extinguisher duly approved in advance by the fire chief.



- E. All weeds, grass and combustible material shall be cleared from the location of the fireworks stand and the surrounding area a distance of not less than twenty feet, measured from the exterior walls on each side of the fireworks stand.
- F. No smoking shall be permitted in or near a fireworks stand, and the same shall be posted with proper "No Smoking" signs.
- G. Each fireworks stand shall have an adult in attendance at all times that the stand is stocked. Stock from the stand shall not be removed or stored in any other building during the sales period without the express written approval of the fire chief.
- H. No fireworks stand shall be located within a radius of one quarter mile from any other stand.
- I. Each fireworks stand shall have provision for sufficient off-street parking, in the opinion of the fire chief, to avoid impeding continuous flow of traffic at entrances and exits from the premises.
- J. Each fireworks stand shall post prominently a list of fireworks that may be sold to the public.

Staff Recommendation

The purpose of tonight's meeting is to get the approval from the City Council on the proposed minor code amendment to revise Section 8.04.130(B). Staff recommends approval of the minor code amendment as proposed.



MOUNTAIN VIEW FIRE RETAIL FIREWORKS STAND INSPECTION

Inspector:	Phone Number:
	Date:

Contact Person:	Phone Number:
Property Name:	Property Address:
Structure Type ☐ Fireworks Stand ☐ Fireworks Tent	Local Permit Number

Retail Fireworks Stand WAC Requirements WAC 212-17-21509 to 212-17-21519

WAC Reference

ADMINISTRATION

- ☐ A State Fire Marshal's License posted.
- ☐ Local Permit posted.
- ☐ Proof of insurance coverage as specified in RCW 70.74.
- ☐ Written Authorization from the property owner which allows use of the site.
- ☐ A Site Plan of the proposed location of the fireworks stand shall be drawn to scale on an 8 ½ x 11 diagram. This diagram shall show the size of the stand; distance from the stand to structures, buildings, fire hydrants, other stands, streets, and parking areas.
- ☐ Posted Signage: List of legal fireworks, No Smoking, and Photo ID Required.

212-17-185(1)

212-17-185(2)

STRUCTURE

- ☐ Retail sales of fireworks and other products which are holiday related shall be from buildings used for no other purpose; OR,
- ☐ A permanent structure which meets provisions of WAC 212-17-21505(3).
- ☐ Temporary, stable structures.
- ☐ Tents, canopies, or structures utilizing temporary membrane materials made from fire retardant or treated with fire retardant.
- ☐ Electrical service shall be installed in accordance to NEC & AHJ.

212-17-213

212-17-21513

STAND LOCATION

- ☐ Not more than 150 feet from a private way/public road, street, or highway.
- ☐ Fireworks stands shall be at least 100 feet apart or separated by a road, street, or highway not less than 50 feet.
- ☐ Meets Minimum Clearances.

Retail Fireworks Stands - Minimum Clearances

	Buildings	Combustibles	Property Line	Parking	Public Road*	Private Way
BACK OF STAND	20 FT.	20 FT.	5 FT.	20 FT.	20 FT.	5 FT.
SIDE OF STAND	20 FT.	20 FT.	5 FT.	20 FT.	20 FT.	5 FT.
FRONT OF STAND	40 FT. 20 FT.**	40 FT. 20 FT.**	20 FT.	20 FT.	20 FT.	20 FT.

*Measured from the outer edge of the nearest traffic lane.

**If stand is equipped with 135 fusible links which will automatically close all sales doors in case of fire. Exception: Fuel for generators, fuel within the tanks of vehicles.

212-17-21509



EXTERIOR		WAC Reference
☐ Area around stand kept free of dry grass, dry brush, and combustible debris. ☐ No parking within 20 feet, except when delivering and unloading fireworks. ☐ Sell <100' from storage & dispensing of flammables. ☐ No fireworks may be discharged within 100 feet of a stand. ☐ NO SMOKING signs with at least 4" letters, posted.		212-17-21511
GENERATOR		
☐ Generator at least 20' from stand. ☐ No high grass, weeds, trash near generator. ☐ 6 BC extinguisher on site for generator.		212-17-21513(4)
INTERIOR		
☐ Clear aisle ways of at least 24 inches. ☐ Customers permitted inside only when greater than four hundred square feet. ☐ Temporary stands shall have two exits at least 28" in width. ☐ Two approved pressurized 2 ½ gallon water-type fire extinguishers. ☐ No open flames or flame equipment inside.		212-17-21515
STAND OPERATIONS		
☐ Stand shall be secured when unoccupied if fireworks are kept in the stand. ☐ At least one person 18 years of age must be present at all times. Sellers shall require proof of age. ☐ No person under the age of 16 shall be allowed within a retail fireworks stand (other than customers). ☐ Fireworks not sold or offered to children less than 16 years of age. ☐ A sign reading "no sale of fireworks to person under the age of sixteen years." ☐ "PHOTO ID REQUIRED" in letters at least two inches high shall be posted. Sellers shall require proof of age ☐ No sleeping inside a retail fireworks stand or temporary fireworks storage facility. ☐ Location of the nearest telephone must be posted and workers aware of it. ☐ Local emergency phone number posted. ☐ No cooking is permitted in a retail fireworks stand or temporary storage structure. WAC 212-17-21517(8)		212-17-21515
CLEAN UP		
☐ At the end of the selling period, all fireworks must remain in the retail stand or temporary storage authorized by the permit until returned to the supplier. ☐ Black Diamond requires a clean-up bond. Site inspection required (253 569 7770).		212-17-21519
Inspection by:	Inspection Date:	
☐ Stand Approved ☐ Stand Not Approved		
Re-inspection By:	Re-inspection Date:	
☐ Stand Approved After Re-inspection	☐ Stand Not Approved After Re-inspection	
Comments:		

20 Feet

Back

Side

20 Feet

20 Feet

Side

20 Feet

Front

20 Feet

40 Feet for buildings and combustibles

Side

Front

Side

Back

Fire Extinguishers:
A minimum of two fire extinguishers is required

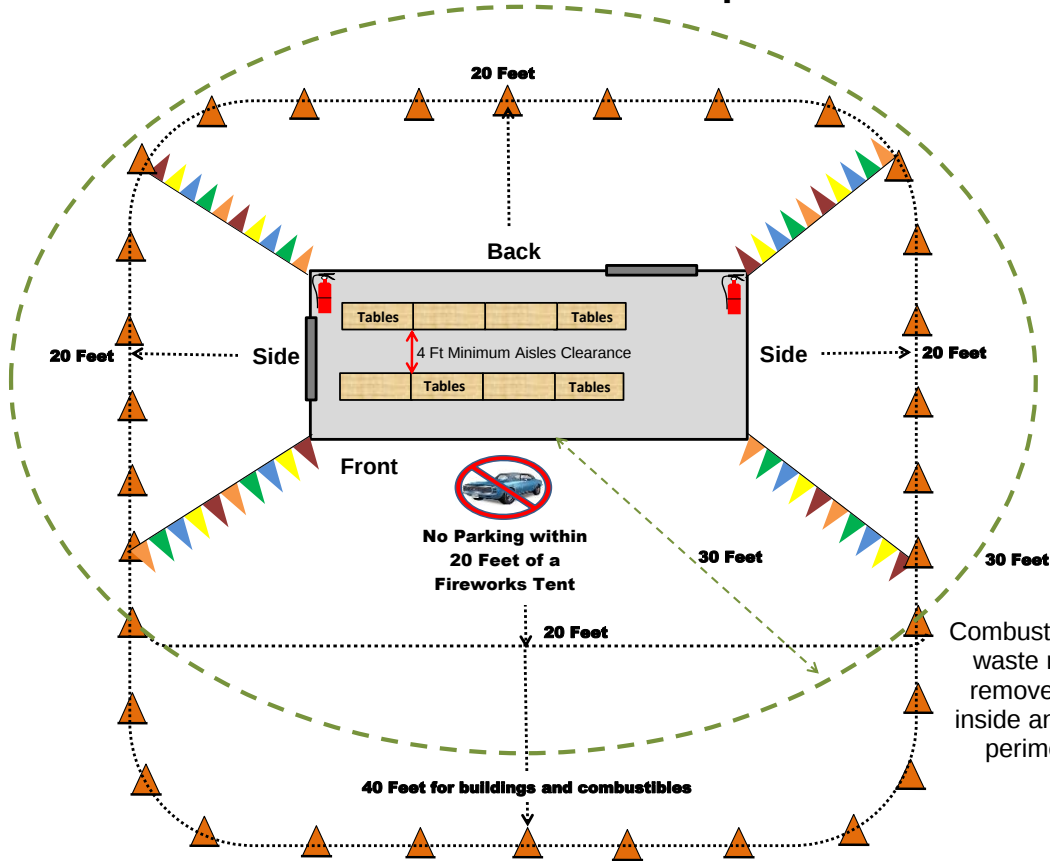
Required Signage
No Smoking: 1 each side door
Exit: 1 each side door
No Discharge of Fireworks: 1 each side

	Buildings	Combustibles	Generator (with less than 5 Gallons of Fuel)	Property Line	Parking	Motor Vehicle Traffic Public Road ⁽¹⁾	Motor Vehicle Traffic Private Road
Back of Stand	20 Feet	20 Feet	20 Feet	5 Feet	20 Feet	20 Feet	5 Feet
Side of Stand	20 Feet	20 Feet	20 Feet	5 Feet	20 Feet	20 Feet	5 Feet
Front of Stand	40 Feet	40 Feet	20 Feet	20 Feet	20 Feet	20 Feet	20 Feet
	20 Feet ⁽²⁾	20 Feet ⁽²⁾					

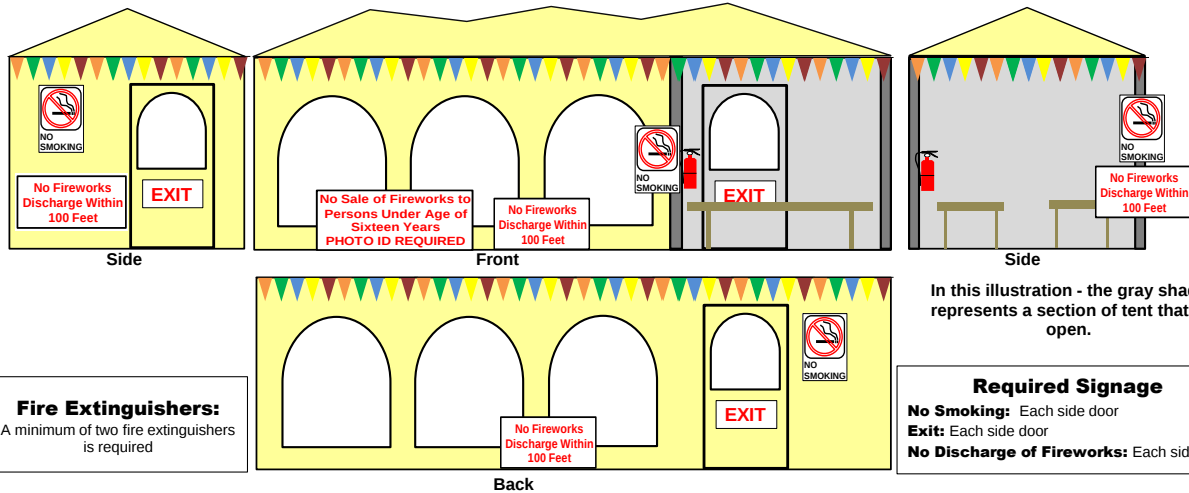
Clearance distances are not cumulative.

- Retail fireworks stands shall not be located closer than one hundred feet from any motor vehicle dispensing station, retail propane dispensing station, flammable liquid storage, or combustible liquid storage. Retail fireworks stands shall not be located closer than three hundred feet from any bulk storage of flammable or combustible liquid or gas, including bulk plant dispensing areas.

Fireworks Tent Requirements



Combustible vegetation and waste material shall be removed and kept clear inside and within a 30-foot perimeter of the tent.



Fire Extinguishers:
A minimum of two fire extinguishers is required

Required Signage
No Smoking: Each side door
Exit: Each side door
No Discharge of Fireworks: Each side

Retail Fireworks Stands - Minimum Clearances

	Buildings	Combustibles	Generator (with less than 5 Gallons of Fuel)	Property Line	Parking	Motor Vehicle Traffic Public Road ⁽¹⁾	Motor Vehicle Traffic Private Road
Back of Stand	20 Feet	20 Feet	20 Feet	5 Feet	20 Feet	20 Feet	5 Feet
Side of Stand	20 Feet	20 Feet	20 Feet	5 Feet	20 Feet	20 Feet	5 Feet
Front of Stand	40 Feet	40 Feet	20 Feet	20 Feet	20 Feet	20 Feet	20 Feet
	20 Feet ⁽²⁾	20 Feet ⁽²⁾					

Note:

Clearance distances are not cumulative.

(1) Measured from the outer edge of the nearest traffic lane.

(2) If stand is equipped with 135 fusible links which will automatically close all sales doors in case of fire, or is equipped with a wire-mesh screen with openings of not more than one inch which covers not less than 90% of all sales openings.

Retail fireworks stands shall not be located closer than one hundred feet from any motor vehicle dispensing station, retail propane dispensing station, flammable liquid storage, or combustible liquid storage. Retail fireworks stands shall not be located closer than three hundred feet from any bulk storage of flammable or combustible liquid or gas, including bulk plant dispensing areas.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: February 2, 2023	AB23-008
Discussion regarding the repeal of Black Diamond's retail marijuana moratorium	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): N/A	Public Works – Scott Hanis	
Fund Source: N/A	Court – Stephanie Cantu	
Timeline: February 2023	Councilor Page	X
Agenda Placement: ☐ Mayor ☒ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments:		
SUMMARY STATEMENT: Councilmembers Page, Douglass, and Smith have placed this item on the agenda.		
FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A		
RECOMMENDED ACTION: Discussion only.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 2, 2023		