CITY OF BLACK DIAMOND

February 16, 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:

Oath of Office – New Police Officers

Presentation – Flock Safety

CONSENT AGENDA:

1) **Claim Checks –** February 16, 2023, Check No. 52580 through Check No.52646 and EFTs in the amount of $312,342.46
2) **Payroll –** January 2023, Check No. 20269 through 20276 and ACHs in the amount of $500,230.06
3) **Minutes –**Council Meeting of February 2, 2023
4) **AB23-009** – Resolution Authorizing Agreement Renewal for Office 365 Licensing — Mr. Reed

PUBLIC HEARINGS:

UNFINISHED BUSINESS:

NEW BUSINESS:

5) **AB23-010** – Resolution Authorizing Agreement for Purchase of Laserfiche Software from Canon — Mr. Reed
6) **AB23-011** – Resolution Updating the City's Fee Schedule — Ms. Davis
7) **AB23-012** – Ordinance Amending Black Diamond Municipal Code Title 15 Chapter 15.04 — Ms. Davis
8) **AB23-013** – Discussion Regarding Black Diamond Eagle's Needed Funding for Cooling Facility

DEPARTMENT REPORTS:

Police – Annual Report

MDRT – Annual Report

MAYOR'S REPORT:

COUNCIL REPORTS:

- Councilmember Mulvihill
- Councilmember de Leon
- Councilmember Page
- Councilmember Deady
- Councilmember Douglass
- Councilmember Smith

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:

CERTIFICATION

Finance Committee Meeting **February 9, 2023**
Council Date: **February 16, 2023**

Check No.'s / EFT	Batch Name	Check / EFT Date		Amount
	January 2023 EFT Batch	01/01/2023 - 01/31/2023	$	34,083.13
52580 - 52634	Fourth January 2023 Batch	02/17/23	$	137,175.47
52635 - 52646	2nd February 2023 Batch	02/17/23	$	141,083.86
			$	
			$	
			$	
			$	
		TOTAL	**$**	**312,342.46**

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 Feb 8, 2023 **DATE**

Voucher Directory with Transaction Date

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
Columbia Bank					
	EFT Payment 1/31/2023 2:32:36 PM - 1	**2/6/2023**	**2023 - January - Jan 2023 EFT Batch**		
	01232023 CB				
	4th Qtr 2022 Bank Analysis Fees				
	001-000-120-512-50-49-11		CRT - Bank Analysis Fees		$213.60
	001-000-180-518-50-49-05		City- Bank Analysis Fees		$87.07
	001-000-240-558-51-49-05		Bank Analysis Fees/Merch CC Fees		$261.20
	101-000-000-542-30-49-50		Credit Card/Bank Charges		$87.07
	401-000-000-534-80-49-50		WTR - Bank Analysis Fees/Merch CC/ Lien Fees		$174.13
	407-000-000-535-80-49-50		Bank Analysis Fees/Merch CC/ Lien Fees		$174.13
	410-000-000-531-10-49-50		STRM - Bank Analysis Fees/Merch CC/ Lien Fees		$87.07
	Total 01232023 CB				**$1,084.27**
	Total EFT Payment 1/31/2023 2:32:36 PM - 1				**$1,084.27**
Total Columbia Bank					**$1,084.27**
Dept of Licensing-Firearms Online					
	EFT Payment 2/7/2023 2:56:05 PM - 1	**1/4/2023**	**2023 - January - Jan 2023 EFT Batch**		
	01.04.2023 DOL				
	January 2023 Firearms Permits				
	633-000-400-589-30-00-00		CPL Fees for DOL - Firearms EFT		$75.00
			Concealed Pistol License		
	Total 01.04.2023 DOL				**$75.00**
	EFT Payment 2/7/2023 2:56:05 PM - 1	**1/11/2023**	**2023 - January - Jan 2023 EFT Batch**		
	01.11.2023 DOL				
	January 2023 Firearms Permits				
	633-000-400-589-30-00-00		CPL Fees for DOL - Firearms EFT		$54.00
			Concealed Pistol License		
	Total 01.11.2023 DOL				**$54.00**

Vendor Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
EFT Payment 2/7/2023 2:56:05 PM - 1	**1/27/2023**	**2023 - January - Jan 2023 EFT Batch**		
DOL				
January 2023 Firearms Permits				
633-000-400-589-30-00-00		CPL Fees for DOL - Firearms EFT Concealed Pistol License		$237.00
Total DOL				**$237.00**
Total EFT Payment 2/7/2023 2:56:05 PM - 1				**$366.00**
Total Dept of Licensing-Firearms Online				**$366.00**
First Bankcard				
EFT Payment 1/27/2023 2:23:36 PM - 1	**1/20/2023**	**2023 - January - Jan 2023 EFT Batch**		
Cantu, S - 8893 01.2023				
001-000-120-512-50-31-00		CRT - Operating Supplies Business Solutions - Digital Court Stamp		$10.94
Total Cantu, S - 8893 01.2023				**$10.94**
EFT Payment 1/27/2023 2:23:36 PM - 1	**1/20/2023**	**2023 - January - Jan 2023 EFT Batch**		
Clifton, T - 3262 01.2023				
001-000-240-558-51-49-01		CD - Memberships WABO 2023 Membership Dues		$95.00
Total Clifton, T - 3262 01.2023				**$95.00**
EFT Payment 1/27/2023 2:23:36 PM - 1	**1/20/2023**	**2023 - January - Jan 2023 EFT Batch**		
Crooker, T - 9840 01.2023				
001-000-210-521-10-32-00		PD - Fuel Chevron - Fuel		$45.27
Total Crooker, T - 9840 01.2023				**$45.27**
EFT Payment 1/27/2023 2:23:36 PM - 1	**1/20/2023**	**2023 - January - Jan 2023 EFT Batch**		
DelValle, L - 0484 01.2023				
001-000-210-521-10-31-04		PD - Uniforms Amazon - Flashlight		$189.20
001-000-215-521-10-49-01		PD - Training VRF WA Boaters Ed - Registration - Chi		$54.84
001-000-215-521-10-49-01		PD - Training VRF WA Boaters Ed - Registration - Goddard		$54.84
510-000-300-594-21-64-00		Police Vehicles-replace VFIX - Hobbles for Vehicles		$667.25
Total DelValle, L - 0484 01.2023				**$966.13**

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
	EFT Payment 1/27/2023 2:23:36 PM - 1	**1/20/2023**	**2023 - January - Jan 2023 EFT Batch**		
	Esping, K - 9037 01.2023				
	001-000-181-518-30-49-03		Mod - Security Costs		$30.43
			SimpliSafe - Security Arlarm Monitoring		
	001-000-191-525-60-31-00		EM - Supplies		$586.97
			Wayfair - Sleeper Sofa		
	001-000-246-558-70-48-00		MDRT - Vehicle Repair & Maintenance		$453.20
			Jorge's Detailing - Clean & Detail 2 Vehicles		
	001-000-254-518-20-49-00		CH - Bldg Security		$30.43
			SimpliSafe - Security Arlarm Monitoring		
	001-000-270-576-80-31-03		PRK - Operating Supplies		$210.05
			Taylor Printing - Parking Passes		
	101-000-000-542-30-31-12		PW - Clearing Acct - Supplies		$206.33
			Costco - Chairs		
	101-000-000-542-30-31-12		PW - Clearing Acct - Supplies		$99.96
			Walmart - Office Supplies		
	101-000-000-542-30-31-12		PW - Clearing Acct - Supplies		$55.83
			Temu - First Aid Kit Holders		
	101-000-000-542-30-31-12		PW - Clearing Acct - Supplies		$38.02
			Costco - Batteries		
	101-000-000-542-30-31-12		PW - Clearing Acct - Supplies		$114.36
			Harbor Frt - Tool Kits		
	101-000-000-542-30-31-12		PW - Clearing Acct - Supplies		$147.75
			Walmart - Office Supplies		
	101-000-000-542-30-31-12		PW - Clearing Acct - Supplies		$85.96
			Temu - Vehicle Organizers		
	Total Esping, K - 9037 01.2023				**$2,059.29**
	EFT Payment 1/27/2023 2:23:36 PM - 1	**1/20/2023**	**2023 - January - Jan 2023 EFT Batch**		
	Garbini, C - 01.2023				
	001-000-215-521-10-49-01		PD - Training VRF		$55.55
			WA Boaters Ed - Boater's Safety		
	Total Garbini, C - 01.2023				**$55.55**
	EFT Payment 1/27/2023 2:23:36 PM - 1	**1/20/2023**	**2023 - January - Jan 2023 EFT Batch**		
	Henrich, M - 95656 01.2023				
	001-000-120-512-50-43-00		ADM - Bank Service Fees		$39.00
			Over Limit Fee		
	001-000-210-521-10-31-04		PD - Uniforms		$24.61
			Hogue - Pistol Grip		

Vendor Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
001-000-210-521-10-48-01		PD - Vehicle/Eq. Mtc. & Repair		$4,743.00
		AEDSToday - AED & Supplies		
101-000-000-542-30-49-05		PW - Clearing-Shared Training- Clearing Acct		$346.50
		Red Cross Certificates		
Total Henrich, M - 95656 01.2023				**$5,153.11**
EFT Payment 1/27/2023 2:23:36				
PM - 1	**1/20/2023**	**2023 - January - Jan 2023 EFT Batch**		
Hershaw, A - 1210 01.2023				
001-000-210-521-10-31-04		PD - Uniforms		$686.86
		Amazon - Uniforms		
Total Hershaw, A - 1210 01.2023				**$686.86**
EFT Payment 1/27/2023 2:23:36				
PM - 1	**1/20/2023**	**2023 - January - Jan 2023 EFT Batch**		
Jewett, L - 1404 01.2023				
001-000-210-521-10-31-00		PD - Operating Supplies		$100.23
		Uline - Storage Bins		
001-000-210-521-10-31-00		PD - Operating Supplies		$34.38
		Amazon - Folders		
001-000-210-521-10-31-00		PD - Operating Supplies		$61.60
		Amazon - Office Supplies		
001-000-210-521-10-31-00		PD - Operating Supplies		$63.95
		Amazon - Files		
001-000-210-521-10-49-02		PD - Memberships		$50.00
		LIERA - 2023 Membership Dues		
001-000-210-521-10-49-02		PD - Memberships		$65.00
		APE - 2023 Membership Dues		
Total Jewett, L - 1404 01.2023				**$375.16**
EFT Payment 1/27/2023 2:23:36				
PM - 1	**1/20/2023**	**2023 - January - Jan 2023 EFT Batch**		
Kiblinger, J - 7383 01.2023				
001-000-210-521-10-31-04		PD - Uniforms		$39.12
		Amazon - Uniform		
001-000-210-521-10-31-04		PD - Uniforms		$115.20
		TASC - Uniform		
Total Kiblinger, J - 7383 01.2023				**$154.32**
EFT Payment 1/27/2023 2:23:36				
PM - 1	**1/20/2023**	**2023 - January - Jan 2023 EFT Batch**		
Martinez, B - 2849 01.2023				
001-000-210-521-10-31-04		PD - Uniforms		$851.88
		Galls - Uniform		
001-000-210-521-10-32-00		PD - Fuel		$55.00
		Cenex - Fuel		
Total Martinez, B - 2849 01.2023				**$906.88**

Vendor				
Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void	Amount
EFT Payment 1/27/2023 2:23:36 PM - 1	**1/20/2023**	**2023 - January - Jan 2023 EFT Batch**		
Martinez, B - 4360 01.2023				
	001-000-180-518-50-31-03	CEN SVCS - Wellness Supplies Dollar Tree - Jan Wellness Event Supplies		$9.59
	001-000-180-518-50-31-03	CEN SVCS - Wellness Supplies Costco - Jan Wellness Event Supplies		$79.31
Total Martinez, B - 4360 01.2023				**$88.90**
EFT Payment 1/27/2023 2:23:36 PM - 1	**1/20/2023**	**2023 - January - Jan 2023 EFT Batch**		
Pittam, J - 4402 01.2023				
	401-000-000-534-80-49-03	WTR - Training WETRC - WDM1 & Asbestos Pipe - Madeo		$610.00
	401-000-000-534-80-49-03	WTR - Training WA Dept of Health - Certification Testing		$87.00
	401-000-000-534-80-49-03	WTR - Training WETRC - WDM1 & Asbestos Pipe - Stavano		$610.00
	401-000-000-534-80-49-03	WTR - Training ABC-NV - CCCS Exam - Stavano		$104.00
	401-000-000-534-80-49-03	WTR - Training WA Dept of Health -Credit Card Serv Chg		$1.74
	401-000-000-534-80-49-03	WTR - Training WETRC - Water Distribution - Jewett		$400.00
Total Pittam, J - 4402 01.2023				**$1,812.74**
EFT Payment 1/27/2023 2:23:36 PM - 1	**1/20/2023**	**2023 - January - Jan 2023 EFT Batch**		
Redd, T-5176 01.2023				
	001-000-246-558-70-42-00	MDRT - Postage USPS - Postage		$300.00
	001-000-246-558-70-42-00	MDRT - Postage USPS - Postage		$600.00
	001-000-246-558-70-49-00	MDRT - Miscellaneous MT. Mist - Water		$28.10
	001-000-246-558-70-49-00	MDRT - Miscellaneous Global Industries - Plan Set Clamps		$139.87
	001-000-246-558-70-49-00	MDRT - Miscellaneous Oshio - Lunch Metting re: SEPA		$37.47
Total Redd, T-5176 01.2023				**$1,105.44**
EFT Payment 1/27/2023 2:23:36 PM - 1	**1/20/2023**	**2023 - January - Jan 2023 EFT Batch**		
Reed, R - 3197 01.2023				
	001-000-145-518-80-41-13	IT - VEEAM S/W Sup-20-22 iLand - IT Security / Cloud Storage		$6,119.61

Vendor / Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
		001-000-145-518-80-41-14		IT - Security Software subscription		$150.00
				DuoCom - IT Security		
		001-000-145-518-80-41-15		IT - Subs / Reg,Domain Name .GOV		$9.98
				Name Cheap.com - Domain Listing		
		001-000-145-518-80-41-18		IT - Misc software		$24.00
				Sweethawk - Subscription		
		001-000-145-518-80-41-18		IT - Misc software		$273.66
				Zendesk - Subscription		
	Total Reed, R - 3197 01.2023					**$6,577.25**
EFT Payment 1/27/2023 2:23:36						
PM - 1			**1/20/2023**	**2023 - January - Jan 2023 EFT Batch**		
	Riepl, W - 7041 01.2023					
		001-000-210-521-10-31-04		PD - Uniforms		$130.44
				Amazon - Uniform		
		001-000-210-521-10-35-00		PD - Firearms Program		$64.12
				Midway - Sight Tool		
		001-000-210-521-10-48-01		PD - Vehicle/Eq. Mtc. & Repair		$39.02
				Amazon - Remote Control		
		001-000-210-521-10-48-01		PD - Vehicle/Eq. Mtc. & Repair		$17.37
				Fred Meyer - Windshield De-icer		
		001-000-210-521-10-49-01		PD - Training		$28.24
				Amazon - Prop Cash		
		001-000-210-521-10-49-01		PD - Training		$47.25
				Johnson's - Can, Torch		
		001-000-214-521-20-48-03		K/C Radio Maint. & Repair		$20.21
				Amazon - Antenna		
	Total Riepl, W - 7041 01.2023					**$346.65**
EFT Payment 1/27/2023 2:23:36						
PM - 1			**1/20/2023**	**2023 - January - Jan 2023 EFT Batch**		
	Ross, J - 01.2023					
		001-000-246-558-70-49-00		MDRT - Miscellaneous		$2.60
				Johnsons - Drywall Anchor		
	Total Ross, J - 01.2023					**$2.60**
EFT Payment 1/27/2023 2:23:36						
PM - 1			**1/20/2023**	**2023 - January - Jan 2023 EFT Batch**		
	Sloss, J - 1135 01.2023					
		001-000-210-521-10-49-01		PD - Training		$208.00
				PRI - Training Registration		
		001-000-210-521-10-49-02		PD - Memberships		$50.00
				Leira - 2023 Membership Dues		
		001-000-210-521-10-49-02		PD - Memberships		$65.00

IAPE - 2023 Membership Dues

Total Sloss, J - 1135 01.2023 **$323.00**

EFT Payment 1/27/2023 2:23:36 PM - 1 | **1/20/2023** | **2023 - January - Jan 2023 EFT Batch**

Thornquist, C - 01.2023

Account Number	Name	Amount
001-000-180-518-50-31-00	CEN SVCS - Office Supplies	$69.88
Amazon - Flash Drives		

Total Thornquist, C - 01.2023 **$69.88**

Total EFT Payment 1/27/2023 2:23:36 PM - 1 **$20,834.97**

Total First Bankcard **$20,834.97**

Invoice Cloud

EFT Payment 1/09/2023 2:57:17 PM - 1 | **1/9/2023** | **2023 - January - Jan 2023 EFT Batch**

01.09.2023 IC

December 2022 Utility Billing

Account Number	Name	Amount
001-000-210-521-10-49-04	PD - Bank Analysis Fees/Merch CC Fees	$25.00
PD Online Portal		
001-000-240-558-51-49-05	Bank Analysis Fees/Merch CC Fees	$25.00
CD Online Portal		
401-000-000-534-80-49-50	WTR - Bank Analysis Fees/Merch CC/ Lien Fees	$161.09
Water Online Portal & Misc		
407-000-000-535-80-49-50	Bank Analysis Fees/Merch CC/ Lien Fees	$161.09
Sewer Online Portal & Misc		
410-000-000-531-10-49-50	STRM - Bank Analysis Fees/Merch CC/ Lien Fees	$28.02
Storm Online Portal & Misc		

Total 01.09.2023 IC **$400.20**

Total EFT Payment 1/09/2023 2:57:17 PM - 1 **$400.20**

Total Invoice Cloud **$400.20**

Merchant Card Services / Vantive Holding, LLC

EFT Payment 1/10/2023 2:57:57 PM - 1 | **1/10/2023** | **2023 - January - Jan 2023 EFT Batch**

01102023 MCS

Lake Sawyer Pay Station - December 2022

Account Number	Name	Amount
001-000-270-576-80-49-01	PRK - Bank Analysis Fees / Merch CC Fees	$74.13
Lake Sawyer Pay Station		

Total 01102023 MCS **$74.13**

Total EFT Payment 1/10/2023 2:57:57 PM - 1 **$74.13**

Total Merchant Card Services / Vantive Holding, LLC **$74.13**

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
U.S. Postal Service (Black Diamond) Utility Postage Only			
EFT Payment 1/03/2023 2:58:26 PM - 1	**1/3/2023**	**2023 - January - Jan 2023 EFT Batch**	
02.06.2023			
Dec 2023 Utility & Newsletter Postage			
401-000-000-534-80-42-01		WTR - Postage	$235.91
407-000-000-535-80-42-01		Postage	$235.91
410-000-000-531-10-42-01		Postage	$523.90
Total 02.06.2023			**$995.72**
Total EFT Payment 1/03/2023 2:58:26 PM - 1			**$995.72**
Total U.S. Postal Service (Black Diamond) Utility Postage Only			**$995.72**
U.S. Postal Service (CMRS-FP)			
EFT Payment 1/27/2023 2:59:04 PM - 1	**1/27/2023**	**2023 - January - Jan 2023 EFT Batch**	
01272023 FP			
Postage Refill			
001-000-180-518-50-42-00		CEN SVCS - Postage	$600.00
Total 01272023 FP			**$600.00**
Total EFT Payment 1/27/2023 2:59:04 PM - 1			**$600.00**
Total U.S. Postal Service (CMRS-FP)			**$600.00**
US Bank Equipment Finance			
EFT Payment 1/20/2023 2:59:33 PM - 1	**1/20/2023**	**2023 - January - Jan 2023 EFT Batch**	
01202023 USB			
Copier Lease 12/20/2022 - 1/20/2023			
001-000-210-521-10-45-00		PD - Payments - US Bank/Copier Pool 2 - PD	$211.05
001-000-248-518-20-45-03		MDRT - Copier Costs Pool 2 - MDRT	$211.05
001-000-254-518-20-45-04		2022 Copier Lease City Hall	$1,050.66
Total 01202023 USB			**$1,472.76**
Total EFT Payment 1/20/2023 2:59:33 PM - 1			**$1,472.76**
Total US Bank Equipment Finance			**$1,472.76**

Vendor Transaction Number / Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void	Amount
Washington State Department of Revenue				
EFT Payment 1/26/2023 2:59:59 PM - 1	**11/26/2023**	**2023 - January - Jan 2023 EFT Batch**		
01262023 DOR				
January 2023 Excise Tax				
	001-000-210-521-10-41-00	PD - Professional Services Tax Payable - Pace Systems		$417.60
	401-000-000-534-80-44-01	WTR - State of WA Utility Excise Tax B&O Tax: Water		$155.22
	401-000-000-534-80-44-01	WTR - State of WA Utility Excise Tax Utility Tax: Water		$5,673.64
	407-000-000-535-80-44-01	State of WA Excise Tax Utility Tax: Sewer(KC Credit)		($4,057.67)
	407-000-000-535-80-44-01	State of WA Excise Tax B&O Tax: Sewer		$385.98
	407-000-000-535-80-44-01	State of WA Excise Tax Utility Tax: Sewer		$5,307.48
	410-000-000-531-10-44-01	State of Wa Excise Tax B&O Tax: Storm		$372.83
Total 01262023 DOR				**$8,255.08**
Total EFT Payment 1/26/2023 2:59:59 PM - 1				**$8,255.08**
Total Washington State Department of Revenue				**$8,255.08**

Vendor Count 9 **Grand Total $34,083.13**

Voucher Directory with Transaction Date

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
Alpine Products Inc.							
	52580			**1/24/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
		TM-214373					
			PW - Supplies				
			101-000-000-542-30-48-00		STRT - Repair and Maintenance		$263.82
					Cold Patch		
			101-000-000-542-64-31-01		STRT - Street Signs		$170.10
					Sign Supplies		
		Total TM-214373					**$433.92**
	Total 52580						**$433.92**
Total Alpine Products Inc.							**$433.92**
Amazon Capital Services, Inc.							
	52581			**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
		14DG-W3GV-19PY					
			Crt - Supplies				
			001-000-120-512-50-31-00		CRT - Operating Supplies		$14.55
					Divider Tabs		
		Total 14DG-W3GV-19PY					**$14.55**
	52581			**1/23/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
		14GG-VTDN-36X1					
			IT - Supplies				
			001-000-145-518-80-31-00		IT - Misc. Supplies & parts		$96.21
					USB Adaper, USB Card		
		Total 14GG-VTDN-36X1					**$96.21**
	52581			**1/25/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
		19PR-K761-6FMH					
			IT - Supplies				
			001-000-145-518-80-31-00		IT - Misc. Supplies & parts		($29.72)
					Returned Keyboard		
		Total 19PR-K761-6FMH					**($29.72)**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	52581			**1/30/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		1C3W-GQ1H-3G76							
			FAC Mnt - Supplies						
			101-000-000-542-30-31-12			PW - Clearing Acct - Supplies			$27.16
							Socket Set		
		Total 1C3W-GQ1H-3G76							**$27.16**
	52581			**1/24/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		1DMX-TXDR-4XVX							
			PW - Supplies						
			401-000-000-534-80-41-02			WTR - Testing and Sampling			$544.28
							Pocket Pro Tester, Solution, Beaker, Chlorine pkt		
		Total 1DMX-TXDR-4XVX							**$544.28**
	52581			**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		1G1D-PNGG-1QVT							
			Crt - Supplies						
			001-000-120-512-50-31-00			CRT - Operating Supplies			$15.82
							Binder		
		Total 1G1D-PNGG-1QVT							**$15.82**
	52581			**1/18/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		1GND-17WV-CYLP							
			CRT - IT Supplies						
			001-000-121-512-50-31-01			CRT - Tech Imp. Grant Costs			$439.30
							SDI Capture Device		
		Total 1GND-17WV-CYLP							**$439.30**
	52581			**1/22/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		1HJK-6QMR-L16W							
			CH - Supplies						
			001-000-180-518-50-31-00			CEN SVCS - Office Supplies			$56.49
							Tape, Legal Pads, Recycle Box		
		Total 1HJK-6QMR-L16W							**$56.49**
	52581			**1/27/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		1J7L-T4P6-RRCP							
			IT - Supplies						
			001-000-145-518-80-31-00			IT - Misc. Supplies & parts			$227.41
							Keyboardl, Mini Computer Stick, Wire, Cables, Adapter,		
		Total 1J7L-T4P6-RRCP							**$227.41**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	52581			**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		1KCD-QQHC-1C7W							
			CH - Supplies						
			001-000-180-518-50-31-00			CEN SVCS - Office Supplies			$56.61
							Binder, Post It Notes, Stamp		
			001-000-254-518-20-31-00			CH - Operating Supplies			$20.12
							Soap		
		Total 1KCD-QQHC-1C7W							**$76.73**
	52581			**1/29/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		1LRP-XGTF-XVXJ							
			PD - VRF Supplies						
			001-000-215-521-10-35-00			PD - Marine Small Equip VRF			$35.86
							Console Cover		
		Total 1LRP-XGTF-XVXJ							**$35.86**
	52581			**1/27/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		1R7L-64JM-M346							
			CH - Supplies						
			001-000-240-558-51-31-00			CD-Office Supplies only			$103.79
							CD - Office Supplies		
		Total 1R7L-64JM-M346							**$103.79**
	52581			**1/30/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		1TGR-R1FN-6NY3							
			PW - Supplies						
			101-000-000-542-30-31-12			PW - Clearing Acct - Supplies			$214.60
							Dewalt Battery Pack		
		Total 1TGR-R1FN-6NY3							**$214.60**
	52581			**1/29/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		1X4Q-NXJP-XXHT							
			CD - Supplies						
			001-000-240-558-51-31-00			CD-Office Supplies only			$23.10
							Sorter, Mouse Pad		
		Total 1X4Q-NXJP-XXHT							**$23.10**
	52581			**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		K-T7XT-3NGG							
			CH - Supplies						
			001-000-180-518-50-31-00			CEN SVCS - Office Supplies			$44.00
							Binder Tabs, Heater		
		Total K-T7XT-3NGG							**$44.00**

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
	Total 52581			$1,889.58
Total Amazon Capital Services, Inc.				**$1,889.58**

Bill's Locksmith Service Inc.

52582		1/30/2023	2023 - January - 4th January 2023 Batch for 02.16.2023 CM	
126084				
	PW - Supplies			
	101-000-000-542-30-31-12		PW - Clearing Acct - Supplies	$690.33
		Padlocks		
Total 126084				$690.33
Total 52582				$690.33
Total Bill's Locksmith Service Inc.				**$690.33**

Black Diamond Auto Parts

52583		1/27/2023	2023 - January - 4th January 2023 Batch for 02.16.2023 CM	
466128				
	PW - Veh Maint			
	001-000-210-521-10-48-01		PD - Vehicle/Eq. Mtc. & Repair	$36.94
		Wiper Blades		
Total 466128				$36.94
Total 52583				$36.94
Total Black Diamond Auto Parts				**$36.94**

Christopher and Teale Leanaburg

52584		2/3/2023	2023 - January - 4th January 2023 Batch for 02.16.2023 CM	
5432.0				
	Utility Refund			
	401-000-000-343-40-00-01		Water Charges	$193.30
		Refund Closed Account		
Total 5432.0				$193.30
Total 52584				$193.30
Total Christopher and Teale Leanaburg				**$193.30**

CHS/Cenex Inc

52585		1/31/2023	2023 - January - 4th January 2023 Batch for 02.16.2023 CM	
124244123012023CH 01.2023				
	January 2023 Fuel			
	001-000-180-518-50-32-01		CEN SVCS - Fuel	$0.00
		Central Services - CH		

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
			001-000-181-518-30-32-00				Mod - MTC Fuel Costs		$200.00
			Facilities Clearing						
			001-000-240-558-51-32-00				Fuel		$110.44
			Com Dev / Inspections						
			001-000-246-558-70-32-00				MDRT - Fuel		$415.98
			MDRT						
			001-000-270-576-80-32-00				PRK - Fuel		$83.41
			PARKS 4%						
			001-000-280-536-20-32-00				Fuel		$41.71
			CEMETERY 2%						
			101-000-000-543-50-32-00				Fuel		$458.76
			STREETS 22%						
			401-000-000-534-80-32-00				WTR - Fuel		$500.47
			WATER 24%						
			407-000-000-535-80-32-00				SWR Fuel		$500.47
			SEWER 24%						
			410-000-000-531-10-32-00				Fuel		$500.46
			STORM WATER 24%						
		Total 124244123012023CH 01.2023							**$2,811.70**
	Total 52585								**$2,811.70**
Total CHS/Cenex Inc									**$2,811.70**

City of Black Diamond

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	52586			**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		01.31.2023 COBD							
						January 2023 Service			
			001-000-181-518-30-47-00				Mod- Utility Expense		$144.38
			33. 1399.15 MOD - COM DEV						
			001-000-181-518-30-47-00				Mod- Utility Expense		$57.01
			38. 1399.18 Museum - Fire Station 99 50%						
			001-000-212-521-50-47-01				PD - Water		$49.25
			30. 1399.14 Police - Water						
			001-000-212-521-50-47-02				PD - Sewer		$77.11
			31. 1399.14 Police - Sewer						
			001-000-212-521-50-47-03				PD - Stormwater		$97.50
			32. 1399.14 Police - Storm						
			001-000-254-518-20-47-00				CH - Utilities		$428.49
			40. 1399.19 - City Hall & Sorci Warehouse						
			001-000-270-575-30-47-01				Museum Water/Sewer/Storm		$39.00
			24. 1399.5 Museum - Storm						

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
			001-000-270-575-30-47-01				Museum Water/Sewer/Storm		$57.01
			39. 1399.18 Archives / Records Retention 50%						
			001-000-270-575-51-47-01				Gym-Stormwater		$39.00
			21. 1399.1 Gym - Storm						
			001-000-270-575-51-47-02				Gym-Sewer		$74.97
			19. 1399.0 Gym - Sewer						
			001-000-270-575-51-47-03				Gym-Water		$52.11
			20. 1399.0 Gym - Water						
			001-000-270-576-80-47-01				PRK - Water		$3.06
			01. 1399.9 PW Shops - Water						
			001-000-270-576-80-47-01				PRK - Water		$35.63
			26. 1399.11 Eagle Creek - Water						
			001-000-270-576-80-47-01				PRK - Water		$35.63
			35. 1399.16 Railroad Ave Irrigation - Water						
			001-000-270-576-80-47-02				PRK - Sewer		$6.17
			02. 1399.9 PW Shops - Sewer						
			001-000-270-576-80-47-03				PRK - Stormwater		$117.00
			22. 1399.2 Boat Launch - Storm						
			001-000-270-576-80-47-03				PRK - Stormwater		$14.04
			03. 1399.9 PW Shops - Storm						
			001-000-280-536-20-47-01				Water		$35.63
			29. 1399.13 Coal Car - Water						
			001-000-280-536-20-47-01				Water		$35.63
			25. 1399.8 Cemetery - Water						
			001-000-280-536-20-47-01				Water		$0.77
			04. 1399.9 PW Shops - Water						
			001-000-280-536-20-47-02				Sewer		$1.54
			05. 1399.9 PW Shops - Water						
			001-000-280-536-20-47-03				Stormwater		$3.51
			06. 1399.9 PW Shops - Storm						
			001-000-530-522-10-47-01				Water		$37.92
			27. 1399.12 Fire Dept - Water						
			001-000-530-522-10-47-02				Sewer		$77.11
			28. 1399.12 Fire Dept - Sewer						
			001-000-530-522-10-47-03				Stormwater		$48.75
			23. 1399.4 Fire Dept - Storm						
			101-000-000-543-50-47-01				Water		$5.74
			07. 1399.9 PW Shops - Water						
			101-000-000-543-50-47-02				Sewer		$11.57
			08. 1399.9 PW Shops - Water						
			101-000-000-543-50-47-03				Stormwater		$26.33
			09. 1399.9 PW Shops - Storm						

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
401-000-000-534-80-47-01		WTR - Water	$9.56
		10. 1399.9 PW Shops - Water	
401-000-000-534-80-47-02		WTR - Sewer	$19.28
		11. 1399.9 PW Shops - Sewer	
401-000-000-534-80-47-03		WTR - Stormwater	$43.88
		12. 1399.9 PW Shops - Water	
407-000-000-535-80-47-01		Water	$9.56
		13. 1399.9 PW Shops - Water	
407-000-000-535-80-47-01		Water	$84.80
		37. 1399.17 Morganville / Alpine Sew Pump Station - Water	
407-000-000-535-80-47-02		Sewer	$19.28
		14. 1399.9 PW Shops - Sewer	
407-000-000-535-80-47-03		Stormwater	$43.87
		15. 1399.9 PW Shops - Storm	
410-000-000-531-10-47-01		Water	$9.56
		16. 1399.9 PW Shops - Water	
410-000-000-531-10-47-02		Sewer	$19.28
		17. 1399.9 PW Shops - Sewer	
410-000-000-531-10-47-03		Stormwater	$43.85
		18. 1399.9 PW Shops - Water	
Total 01.31.2023 COBD			**$1,914.78**
Total 52586			**$1,914.78**
Total City of Black Diamond			**$1,914.78**

Cummins Sales and Service

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
52587	**12/22/2022**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**	
01-69671			
W - EQ Repair			
407-000-000-535-80-48-06		SEW - Equipment Repair & Maintenance	$6,616.38
		Generator Repair	
Total 01-69671			**$6,616.38**
Total 52587			**$6,616.38**
Total Cummins Sales and Service			**$6,616.38**

Dicks Heating & A/C Inc

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
52588	**1/24/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**	
241704			
PD - Building Repair			
001-000-212-521-50-31-00		PD - Bldg Mtc Sup	$950.47

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
			HVAC Service						
		Total 241704							$950.47
	Total 52588								$950.47
Total Dicks Heating & A/C Inc									$950.47
FCS Group									
	52589			1/20/2023	2023 - January - 4th January 2023 Batch for 02.16.2023 CM				
		3647-22301034							
			January 2023 Service						
			310-000-036-522-10-41-00			Fiscal & Fire Analysis			$7,033.75
			Fiscal Study						
		Total 3647-22301034							$7,033.75
	Total 52589								$7,033.75
Total FCS Group									$7,033.75
Federal Eastern International									
	52590			1/16/2023	2023 - January - 4th January 2023 Batch for 02.16.2023 CM				
		54669000							
			PD - Uniform						
			001-000-210-521-10-31-04			PD - Uniforms			$1,131.11
			Carrier with shoulder straps						
		Total 54669000							$1,131.11
	Total 52590								$1,131.11
Total Federal Eastern International									$1,131.11
Financial Consultants International Inc									
	52591			1/27/2023	2023 - January - 4th January 2023 Batch for 02.16.2023 CM				
		17805							
			PD - Veh Maint						
			001-000-210-521-10-48-01			PD - Vehicle/Eq. Mtc. & Repair			$141.70
			Stop Stick Installation						
		Total 17805							$141.70

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	52591			**2/2/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		17813							
			PD - Veh Maint						
			001-000-210-521-10-48-01			PD - Vehicle/Eq. Mtc. & Repair			$92.66
							Install Docking Station		
		Total 17813							**$92.66**
	52591			**2/2/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		17814							
			PD - Veh Maint						
			001-000-210-521-10-48-01			PD - Vehicle/Eq. Mtc. & Repair			$538.46
							Radio Cable, Dome Light, Mag Mic		
		Total 17814							**$538.46**
	Total 52591								**$772.82**
Total Financial Consultants International Inc									**$772.82**
G.W., Inc									
	52592			**12/19/2022**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		1199116							
			PD - Firearms						
			001-000-210-521-10-35-00			PD - Firearms Program			$1,499.05
							Sights		
		Total 1199116							**$1,499.05**
	Total 52592								**$1,499.05**
Total G.W., Inc									**$1,499.05**
GMP Consultants, LLC									
	52593			**1/30/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		22-103							
			January 2022 Service						
			001-000-180-518-50-41-03			CEN SVCS - Misc hiring/Employment costs			$3,847.50
							Finance Director Search		
		Total 22-103							**$3,847.50**
	Total 52593								**$3,847.50**
Total GMP Consultants, LLC									**$3,847.50**

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
Gunderson Law Firm					
	52594	**2/1/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
	1246 GLF				
	January 2023 Service				
	001-000-151-515-41-41-04		CRT - Legal - Pros Attorney		$3,400.00
	Total 1246 GLF				**$3,400.00**
	Total 52594				**$3,400.00**
Total Gunderson Law Firm					**$3,400.00**
Home Depot Credit Service					
	52595	**1/30/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
	2611469				
	CH Project				
	310-000-002-594-18-62-03		Gen Govt - Campus Improvements		$95.72
			Door Locks		
	Total 2611469				**$95.72**
	52595	**1/27/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
	5011970				
	PW - Supplies				
	101-000-000-542-30-31-12		PW - Clearing Acct - Supplies		$301.50
			Drill Bits, Soap, Paint, Metal Cutters, Ratchet Strap,		
	Total 5011970				**$301.50**
	52595	**1/27/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
	5614668				
	CH Project				
	310-000-002-594-18-62-03		Gen Govt - Campus Improvements		$357.53
			Locks		
	Total 5614668				**$357.53**
	52595	**1/26/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
	6011879				
	PW - Supplies				
	407-000-000-535-80-31-01		SWR - Operating Supplies		$726.99
			Crane Security Cabinet - Ten Trails		
	Total 6011879				**$726.99**

Vendor Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
52595	**1/24/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**	
8011657			
PW - Supplies			
101-000-000-542-66-31-00		STRT - Sand & Salt - Snow & Ice	$878.71
		STRT - Ice Melt	
Total 8011657			**$878.71**
52595	**1/24/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**	
8011660			
PW - Supplies			
101-000-000-542-30-31-12		PW - Clearing Acct - Supplies	$123.85
		Ladders	
Total 8011660			**$123.85**
Total 52595			**$2,484.30**
Total Home Depot Credit Service			**$2,484.30**
Joann Sloss			
52596	**1/19/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**	
01232023 JS			
PD - Mileage Reimbursement			
001-000-216-521-10-43-00		PD - Lodging, Meals & Mileage	$30.13
		23 Miles - LERN Mtg, Tukwila, WA 1.19.2023	
Total 01232023 JS			**$30.13**
Total 52596			**$30.13**
Total Joann Sloss			**$30.13**
Johnsons Home & Garden			
52597	**1/19/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**	
470059			
PW - Supplies			
101-000-000-542-30-31-12		PW - Clearing Acct - Supplies	$224.29
		Misc Glues, Tapes, Screw drivers, Digging Bar	
Total 470059			**$224.29**
52597	**1/24/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**	
470144			
PW - Supplies			
101-000-000-542-30-31-12		PW - Clearing Acct - Supplies	$153.15
		Sockets, Adapter Set, Couplings, Thermostat	
Total 470144			**$153.15**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	52597			**1/25/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		470177							
			PW - EQ						
			407-000-000-535-80-48-06			SEW - Equipment Repair & Maintenance			$266.79
						Ten Trails Lift Staion			
		Total 470177							**$266.79**
	52597			**1/25/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		470201							
			PW - EQ Repair						
			407-000-000-535-80-48-06			SEW - Equipment Repair & Maintenance			$477.00
						Ten Trails Lift Station			
		Total 470201							**$477.00**
	52597			**1/28/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		470260							
			PD - Bldg Supplies						
			001-000-210-521-10-48-01			PD - Vehicle/Eq. Mtc. & Repair			$35.85
						Cleanser, Battery Switch Post			
		Total 470260							**$35.85**
	52597			**1/30/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		470285							
			CH Project						
			310-000-002-594-18-62-03			Gen Govt - Campus Improvements			$13.89
						Key			
		Total 470285							**$13.89**
	52597			**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		470301							
			PW - EQ Repair						
			407-000-000-535-80-48-06			SEW - Equipment Repair & Maintenance			$98.33
						Sewer Jet Rodder Repair			
		Total 470301							**$98.33**
	Total 52597								**$1,269.30**
Total Johnsons Home & Garden									**$1,269.30**

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
King County Finance				
52598	**12/30/2022**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
2146313				
4th Qtr 2022				
001-000-270-575-30-49-00		KC Historical Preservation ILA		$298.23
Total 2146313				**$298.23**
Total 52598				**$298.23**
Total King County Finance				**$298.23**
King County Finance - Water & Land Resources Div.				
52599	**1/25/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
119338				
PW - Thrd Trimester 2022				
410-000-000-531-10-49-09		STRM - WRIA 9		$5,561.00
Total 119338				**$5,561.00**
Total 52599				**$5,561.00**
Total King County Finance - Water & Land Resources Div.				**$5,561.00**
King County Municipal Clerk's Association				
52600	**12/8/2022**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
12082022 KCMC				
CLK- 2023 Membership				
001-000-137-514-21-49-02		CLK - Memberships		$60.00
		Membership - Martinez & Thornquist		
Total 12082022 KCMC				**$60.00**
Total 52600				**$60.00**
Total King County Municipal Clerk's Association				**$60.00**
King County Prosecuting Attorney				
52601	**2/2/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
02.02.2023 KCPA				
January 2023 Court Report				
633-000-100-589-30-00-00		Court Fees for King County		$54.42
		Court Remittance		
Total 02.02.2023 KCPA				**$54.42**
Total 52601				**$54.42**
Total King County Prosecuting Attorney				**$54.42**

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

King County Radio Comm Services

Transaction Number	Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
52602		**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
	19250				
	January 2023 Service				
	001-000-214-521-20-41-03		PD - King County 800 Mhz Radio Costs		$1,571.26
	Total 19250				**$1,571.26**
Total 52602					**$1,571.26**
Total King County Radio Comm Services					**$1,571.26**

L.N. Curtis & Sons

Transaction Number	Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
52603		**1/18/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
	INV668130				
	PD - Uniform				
	001-000-210-521-10-31-04		PD - Uniforms		$116.75
	Total INV668130				**$116.75**
52603		**1/30/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
	INV671265				
	PD - Uniform				
	001-000-210-521-10-31-04		PD - Uniforms		$550.36
	Uniform				
	Total INV671265				**$550.36**
Total 52603					**$667.11**
Total L.N. Curtis & Sons					**$667.11**

Language Line Services, Inc.

Transaction Number	Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
52604		**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
	10738114				
	January 2023 Service				
	001-000-211-523-60-49-02		PD - Prisoner Lang / Medical Costs		$10.88
	Total 10738114				**$10.88**
Total 52604					**$10.88**
Total Language Line Services, Inc.					**$10.88**

Law Office of Krista White Swain

Transaction Number	Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
52605		**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
	01312023 KWS				
	January 2023 Service				
	001-000-120-512-50-41-00		CRT - Judge		$4,200.00

Vendor Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Regular Calendar			
Total 01312023 KWS			**$4,200.00**
Total 52605			**$4,200.00**
Total Law Office of Krista White Swain			**$4,200.00**

Long Bay Enterprises, Inc

52606	**2/1/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**	
2023-1016			
January 2023 Service			
310-000-002-594-18-62-10		Future Campus Planning	$1,367.50
Total 2023-1016			**$1,367.50**
Total 52606			**$1,367.50**
Total Long Bay Enterprises, Inc			**$1,367.50**

Madrona Law Group LLC

52607	**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**	
11796			
January 2023 Service			
001-000-150-515-41-41-36		Legal Svs-Code Enforcement	$1,036.00
CD - Code Enforcement			
Total 11796			**$1,036.00**
52607	**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**	
11797			
January 2023 Service			
001-000-150-515-41-41-40		Legal Svs Development Permits	$544.00
CD - Permit Review			
Total 11797			**$544.00**
52607	**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**	
11798			
January 2023 Service			
001-000-150-515-41-41-01		Legal Services-General Govt	$4,051.80
General City Billing			
101-000-000-542-30-41-15		Legal Costs	$900.40
General City Billing			
401-000-000-534-80-41-04		WTR - Legal Svcs	$1,350.60
General City Billing			

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
			407-000-000-535-80-41-09				Legal Costs		$1,350.60
						General City Billing			
			410-000-000-531-10-41-01				STRM - Legal Costs		$1,350.60
						General City Billing			
		Total 11798							**$9,004.00**
	52607			**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		11799							
			January 2023 Service						
			001-000-150-515-41-41-02				Legal Services -Employment		$464.00
						Employment			
		Total 11799							**$464.00**
	52607			**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		11800							
			January 2023 Service						
			001-000-257-558-70-41-00				MDRT Legal Services		$864.00
						MDRT / Laqwson Hills Fire Station Appeal			
		Total 11800							**$864.00**
	52607			**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		11801							
			January 2023 Service						
			001-000-257-558-70-41-00				MDRT Legal Services		$1,920.00
						MDRT / OakPoint			
		Total 11801							**$1,920.00**
	52607			**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		11802							
			January 2023 Service						
			001-000-150-515-41-41-17				Legal Costs-Public Disc/Oth		$1,667.00
						Public Records Requsts Advice			
		Total 11802							**$1,667.00**
	52607			**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		11803							
			January 2023 Service						
			001-000-150-515-41-41-40				Legal Svs Development Permits		$1,603.00
		Total 11803							**$1,603.00**
	Total 52607								**$17,102.00**
Total Madrona Law Group LLC									**$17,102.00**

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
Maria Moscoso					
	52608	**1/25/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
	2300001				
	January 2023 Service				
	001-000-120-512-50-41-04		CRT - Interpreter		$140.00
	Total 2300001				**$140.00**
	Total 52608				**$140.00**
Total Maria Moscoso					**$140.00**
McDonough & Sons, Inc.					
	52609	**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
	262518				
	January 2023 Service				
	410-000-000-531-10-41-08		STRM - Street Sweeping		$1,891.38
	Total 262518				**$1,891.38**
	Total 52609				**$1,891.38**
Total McDonough & Sons, Inc.					**$1,891.38**
Motorola Solutions Inc. - Chicago					
	52610	**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
	8230399084				
	PD - Annual Radio Maint				
	001-000-216-521-10-49-07		PD - Spillman Records Maintenance		$18,088.72
	Total 8230399084				**$18,088.72**
	Total 52610				**$18,088.72**
Total Motorola Solutions Inc. - Chicago					**$18,088.72**
National PELRA					
	52611	**12/2/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
	2851				
	CLK - 2023 Membership				
	001-000-137-514-21-49-02		CLK - Memberships		$150.00
		2023 Membership			
	Total 2851				**$150.00**
	Total 52611				**$150.00**
Total National PELRA					**$150.00**

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

Pollardwater.com-West

52612 — **1/26/2023** — **2023 - January - 4th January 2023 Batch for 02.16.2023 CM**

0230244

PW - Supplies

Account Number	Title	Amount
401-000-000-534-80-31-01	WTR - Operating Supplies	$216.52
Curb Keys		

Total 0230244 **$216.52**

52612 — **1/24/2023** — **2023 - January - 4th January 2023 Batch for 02.16.2023 CM**

0230245

PW - Supplies

Account Number	Title	Amount
407-000-000-535-80-31-01	SWR - Operating Supplies	$1,302.23
Safety Harness Eq		

Total 0230245 **$1,302.23**

52612 — **1/30/2023** — **2023 - January - 4th January 2023 Batch for 02.16.2023 CM**

0230858

PW - Supplies

Account Number	Title	Amount
407-000-000-535-80-31-01	SWR - Operating Supplies	$221.09
Man Hole Cover Hook, Lanyards		

Total 0230858 **$221.09**

Total 52612 **$1,739.84**

Total Pollardwater.com-West **$1,739.84**

Republic Services #176

52613 — **2/7/2023** — **2023 - January - 4th January 2023 Batch for 02.16.2023 CM**

0176-006953866

January 2023 Service

Account Number	Title	Amount
001-000-181-518-30-47-00	Mod- Utility Expense	$113.68
Mods		
001-000-254-518-20-47-01	CH - Only Waste Disposal	$341.02
City Hall		

Total 0176-006953866 **$454.70**

52613 — **1/31/2023** — **2023 - January - 4th January 2023 Batch for 02.16.2023 CM**

0176-006954109

January 2023 Service

Account Number	Title	Amount
001-000-270-576-80-47-04	PRK - Garbage & Waste Disposal	$267.77
PW-Parks		
001-000-280-536-20-47-04	CEM - Waste Disposal	$21.42
PW-Cemetery		

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
	101-000-000-543-50-47-04		STRT - Waste Disposal		$171.37
			PW-Street		
	401-000-000-534-80-47-04		WTR - Waste Disposal		$203.51
			PW-Water		
	407-000-000-535-80-47-04		SEW - Waste Disposal		$203.51
			PW-Sewer		
	410-000-000-531-10-47-04		STRM - Waste Disposal		$203.50
			PW-Drainage		
	Total 0176-006954109				**$1,071.08**
	52613	**2/7/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
	0176-006954237				
	January 2023 Service				
	001-000-212-521-50-47-04		PD - Waste Disposal		$515.51
			Police & Court		
	Total 0176-006954237				**$515.51**
	Total 52613				**$2,041.29**
Total Republic Services #176					**$2,041.29**

Severson's Building Maintenance

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
	52614	**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
	471354				
	January 2023 Service				
	001-000-270-575-51-48-00		GYM - Facility Repair & Maintenance		$250.00
			Gym Janitorial Services		
	Total 471354				**$250.00**
	52614	**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
	471355				
	January 2023 Service				
	101-000-000-542-30-48-03		PW - Clearing-shared Shop Cost		$200.00
			PW Shop Janitorial Services		
	Total 471355				**$200.00**
	52614	**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
	471356				
	January 2023 Service				
	001-000-212-521-50-41-03		PD - Custodial Cost		$500.00
			Police/Court Janitorial Services		
	Total 471356				**$500.00**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	52614			**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		471357							
			January 2023 Service						
			001-000-181-518-30-49-02			Mod - Janitorial Cost			$400.00
							Com Dev Janitorial Services		
		Total 471357							**$400.00**
	52614			**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		471358							
			January 2023 Service						
			001-000-254-518-20-49-01			CH - Janitorial, Bldg. Maint.			$1,100.00
							City Hall/Com Dev Janitorial Services		
		Total 471358							**$1,100.00**
	Total 52614								**$2,450.00**
Total Severson's Building Maintenance									**$2,450.00**
Sound Publishing Inc.									
	52615			**11/2/2022**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		ECH965879							
			November2022 Service						
			001-000-140-514-23-41-75			FIN - Advertising			$103.80
							Preliminary Budget		
		Total ECH965879							**$103.80**
	Total 52615								**$103.80**
Total Sound Publishing Inc.									**$103.80**
Stericycle, Inc									
	52616			**1/25/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		8003212256							
			December 2022 Service						
			001-000-120-512-50-49-04			CRT - Shredding Services			$35.33
			001-000-180-518-50-49-04			CEN SVCS - Shredding Services			$35.33
			001-000-210-521-10-49-05			PD - Shredding Services			$35.34
		Total 8003212256							**$106.00**
	Total 52616								**$106.00**
Total Stericycle, Inc									**$106.00**

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

Tacoma Public Utilities

52617	**12/31/2022**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
12312022 TPU				
December 2022 Service				
401-000-000-534-80-41-05		WTR - Tacoma PUD Wholesale Base Charge		$13,119.82
	Base Fee			
401-000-000-534-80-47-05		WTR - Tacoma PUD I- Water Purchase		($640.76)
	Consumption Correction			
Total 12312022 TPU				**$12,479.06**
Total 52617				**$12,479.06**
Total Tacoma Public Utilities				**$12,479.06**

Thomas C. Petek, PhD

52618	**1/27/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
1568				
January 2023 Service				
001-000-213-521-10-41-04		PD - Civil Service-Hiring Evaluations		$385.00
	Pre-Employment Eval			
Total 1568				**$385.00**
Total 52618				**$385.00**
Total Thomas C. Petek, PhD				**$385.00**

Thomson Reuters - West

52619	**12/1/2022**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
847426721				
November 2022 Service				
001-000-210-521-10-41-07		PD - Prof Serv / Leads Online - Pawn Shop		$205.44
	Inv not received			
Total 847426721				**$205.44**
52619	**2/7/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**		
847793920				
January 2023 Service				
001-000-210-521-10-41-07		PD - Prof Serv / Leads Online - Pawn Shop		$205.44
Total 847793920				**$205.44**
Total 52619				**$410.88**
Total Thomson Reuters - West				**$410.88**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
Thrifty Service LLC									
	52620			**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		03201							
			PW - Bldg Maint						
			101-000-000-542-30-48-03			PW - Clearing-shared Shop Cost			$353.28
							Shop Door Repiar		
		Total 03201							**$353.28**
	Total 52620								**$353.28**
Total Thrifty Service LLC									**$353.28**
TRM Wood Products Co. Inc.									
	52621			**1/19/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		420151							
			Gym - Bldg Maint						
			001-000-270-575-51-48-00			GYM - Facility Repair & Maintenance			$106.05
							Lumber		
		Total 420151							**$106.05**
	Total 52621								**$106.05**
Total TRM Wood Products Co. Inc.									**$106.05**
UBM									
	52622			**2/6/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		INV489612							
			January 2023 Service						
			001-000-120-512-50-49-02			CRT - Printing and Binding			$26.46
							Monthly Per Copy Charge		
		Total INV489612							**$26.46**
	Total 52622								**$26.46**
Total UBM									**$26.46**
Utilities Underground Location Center									
	52623			**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		3010127							
			January 2023 Service						
			401-000-000-534-80-41-08			WTR - Locating Service			$81.27
							63 locates		
		Total 3010127							**$81.27**
	Total 52623								**$81.27**
Total Utilities Underground Location Center									**$81.27**

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

Valley Defenders

52624		1/31/2023	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**	
	01312023 VD			
	January 2023 Service			
	001-000-151-515-91-41-00		CRT - Legal-Public Defender	$3,750.00
	001-000-151-515-91-41-00		CRT - Legal-Public Defender	$1,000.00
	Additional Calendar			
	001-000-151-515-91-41-04		CRT - Pub Def - Def Critical Phone Advise	$75.00
	DUI Call			
	Total 01312023 VD			**$4,825.00**
Total 52624				**$4,825.00**
Total Valley Defenders				**$4,825.00**

VenTek International

52625		2/1/2023	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**	
	136263			
	2023 Annual Fee & Monthly Service			
	001-000-270-576-80-41-02		PRK - Venvue Pay Station	$585.00
	Total 136263			**$585.00**
Total 52625				**$585.00**
Total VenTek International				**$585.00**

Wa Association of Sheriffs & Police Chiefs

52626		1/11/2023	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**	
	DUES 2023 - 00114			
	PD - 2023 Membership			
	001-000-210-521-10-49-02		PD - Memberships	$120.00
	Total DUES 2023 - 00114			**$120.00**
Total 52626				**$120.00**
Total Wa Association of Sheriffs & Police Chiefs				**$120.00**

Washington Cities Insurance Authority

52627		2/2/2023	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**	
	002023-0572 02.2023			
	PD - Training			
	001-000-210-521-10-49-01		PD - Training	$170.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Account Number	Fiscal Description	Name	Title	Void	Amount
					10 Essentials of Force Reporting - Riepl - 03.06.2023				
		Total 002023-0572 02.2023							**$170.00**
	Total 52627								**$170.00**
Total Washington Cities Insurance Authority									**$170.00**

Washington State Department of Transportation Northwest Region

	52628		**1/17/2023**		**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		RE 41 JZ1545 L003							
			January 2023 Service						
				404-000-020-594-34-63-00		Water Project: ARPA - 3rd Ave. Improvement			$608.19
					Plan Review & Inspection				
		Total RE 41 JZ1545 L003							**$608.19**
	Total 52628								**$608.19**
Total Washington State Department of Transportation Northwest Region									**$608.19**

Washington State Patrol

	52629		**2/1/2023**		**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		I23004083							
			January 2023 Service						
				633-000-500-589-30-00-00		PD - CPL Fees for WSP/FBI - Fingerprint			$66.25
					Fingerprints - CPL				
		Total I23004083							**$66.25**
	Total 52629								**$66.25**
Total Washington State Patrol									**$66.25**

Washington State Treasurer

	52630		**2/2/2023**		**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**				
		02.02.2023 WST							
			January 2023 Court Report						
				633-000-200-589-30-00-00		CRT - Fees for WA State Treasurer			$4,356.06
					Court Remittance				
		Total 02.02.2023 WST							**$4,356.06**
	Total 52630								**$4,356.06**
Total Washington State Treasurer									**$4,356.06**

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
Washington Workwear Stores, Inc.			
52631	**1/9/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**	
6297			
PW - Uniforms			
101-000-000-542-30-31-04		PW - Uniforms & Safety Supplies	$298.34
	PW - Clearing - Uniforms		
Total 6297			**$298.34**
52631	**1/24/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**	
6344			
PW - Uniforms			
101-000-000-542-30-31-04		PW - Uniforms & Safety Supplies	$254.28
Uniforms			
Total 6344			**$254.28**
Total 52631			**$552.62**
Total Washington Workwear Stores, Inc.			**$552.62**
Water Management Laboratories, Inc.			
52632	**1/18/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**	
208973			
January 2023 Service			
401-000-000-534-80-41-02		WTR - Testing and Sampling	$23.00
Total 208973			**$23.00**
52632	**1/24/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**	
209117			
January 2023 Service			
401-000-000-534-80-41-02		WTR - Testing and Sampling	$23.00
Total 209117			**$23.00**
52632	**1/31/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**	
209348			
January 2023 Service			
401-000-000-534-80-41-02		WTR - Testing and Sampling	$46.00
Total 209348			**$46.00**
Total 52632			**$92.00**
Total Water Management Laboratories, Inc.			**$92.00**

Vendor Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
WPTA			
52633	**1/27/2023**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**	
232701			
2023 Membership			
001-000-140-514-23-49-02		FIN - Membership	$200.00
		Membership, Miller, O'Neill, Clifton, Hopkins	
Total 232701			**$200.00**
Total 52633			**$200.00**
Total WPTA			**$200.00**
Zoom Video Communications, Inc			
52634	**10/29/2022**	**2023 - January - 4th January 2023 Batch for 02.16.2023 CM**	
INV173333505			
Zoom Phone System			
310-000-011-594-18-64-00		Gen Gvt-Pc related Hardware	$17,149.56
		Phone / System Installation	
Total INV173333505			**$17,149.56**
Total 52634			**$17,149.56**
Total Zoom Video Communications, Inc			**$17,149.56**

Vendor Count 55 **Grand Total $137,175.47**

Voucher Directory with Transaction Date

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
Amazon Capital Services, Inc.				
	52635	**2/1/2023**	**2023 - February - 2nd February 2023 for 02.16.2023 CFM**	
	1DMH-HW77-1K66			
	CH - Supplies			
	001-000-180-518-50-31-00		CEN SVCS - Office Supplies	$31.92
		Tax Forms		
	Total 1DMH-HW77-1K66			**$31.92**
	Total 52635			**$31.92**
Total Amazon Capital Services, Inc.				**$31.92**
Black Diamond Community Center				
	52636	**2/2/2023**	**2023 - February - 2nd February 2023 for 02.16.2023 CFM**	
	02022023 BDCC			
	2023 Annual Support			
	001-000-270-575-50-49-00		Community Center Support	$19,000.00
	Total 02022023 BDCC			**$19,000.00**
	Total 52636			**$19,000.00**
Total Black Diamond Community Center				**$19,000.00**
Charles Loester				
	52637	**2/1/2023**	**2023 - February - 2nd February 2023 for 02.16.2023 CFM**	
	4523.0			
	Utility Refund			
	401-000-000-343-40-00-01		Water Charges	$58.09
		Refund Closed Account		
	Total 4523.0			**$58.09**
	Total 52637			**$58.09**
Total Charles Loester				**$58.09**

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

Home Depot Credit Service

52638 — **2/2/2023** — **2023 - February - 2nd February 2023 for 02.16.2023 CFM**

9610003

City Hall Proj

310-000-002-594-18-62-03 — Gen Govt - Campus Improvements — $65.19

Keys

Total 9610003 — **$65.19**

Total 52638 — **$65.19**

Total Home Depot Credit Service — **$65.19**

Honey Bucket/Northwest Cascade Inc.

52639 — **1/31/2023** — **2023 - February - 2nd February 2023 for 02.16.2023 CFM**

0553291502

01/31/2023 - 2/27/2023 Service

001-000-270-576-80-31-00 — PRK - Portable Restroom Facilty — $98.00

Lake Sawyer Regional Park: 71400002

Total 0553291502 — **$98.00**

52639 — **1/31/2023** — **2023 - February - 2nd February 2023 for 02.16.2023 CFM**

0553291503

01/31/2023 - 2/27/2023 Service

001-000-270-576-80-31-00 — PRK - Portable Restroom Facilty — $98.00

Lake Sawyer Regional Park: 71400002

Total 0553291503 — **$98.00**

Total 52639 — **$196.00**

Total Honey Bucket/Northwest Cascade Inc. — **$196.00**

IAPE, Inc

52640 — **2/3/2023** — **2023 - February - 2nd February 2023 for 02.16.2023 CFM**

LI967231

PD - Training

001-000-210-521-10-49-01 — PD - Training — $265.00

Registration - Snohomish, WA April 2023

Total LI967231 — **$265.00**

Total 52640 — **$265.00**

Total IAPE, Inc — **$265.00**

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
Johnsons Home & Garden				
	52641	**2/7/2023**	**2023 - February - 2nd February 2023 for 02.16.2023 CFM**	
	470367			
	101-000-000-542-30-31-12		PW - Clearing Acct - Supplies	$7.60
			PVC Supplies	
	Total 470367			**$7.60**
	Total 52641			**$7.60**
Total Johnsons Home & Garden				**$7.60**
King County Finance - Wastewater Treat Div.				
	52642	**2/1/2023**	**2023 - February - 2nd February 2023 for 02.16.2023 CFM**	
	30036434			
	February 2023 Service			
	407-000-000-535-80-41-04		Metro Sewer Charges	$114,694.11
	Total 30036434			**$114,694.11**
	Total 52642			**$114,694.11**
Total King County Finance - Wastewater Treat Div.				**$114,694.11**
OakRidge Homes				
	52643	**2/1/2023**	**2023 - February - 2nd February 2023 for 02.16.2023 CFM**	
	5226.64			
	Utility Refund			
	401-000-000-343-40-00-01		Water Charges	$181.38
			Refund Closed Account	
	Total 5226.64			**$181.38**
	Total 52643			**$181.38**
Total OakRidge Homes				**$181.38**
Office Products Nationwide				
	52644	**2/3/2023**	**2023 - February - 2nd February 2023 for 02.16.2023 CFM**	
	1205379-0			
	PD - Suppleis			
	001-000-212-521-50-31-00		PD - Bldg Mtc Sup	$241.49
			Paper Towel	
	Total 1205379-0			**$241.49**
	Total 52644			**$241.49**
Total Office Products Nationwide				**$241.49**

Vendor Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
Secure Pacific Corporation			
52645	**2/1/2023**	**2023 - February - 2nd February 2023 for 02.16.2023 CFM**	
360189			
02.01.2023 - 04.30.2023 Service			
001-000-120-512-50-49-05		CRT - Security	$193.21
		25510 Lawson - Court	
001-000-212-521-50-49-05		PD - Security	$392.26
		25510 Lawson - Police	
Total 360189			**$585.47**
52645	**2/1/2023**	**2023 - February - 2nd February 2023 for 02.16.2023 CFM**	
360190			
02.01.2023 - 04.30.2023 Service			
001-000-212-521-50-49-05		PD - Security	$92.82
		32820 3rd Ave - Warehouse - Evidence	
101-000-000-542-30-48-03		PW - Clearing-shared Shop Cost	$180.18
		32820 3rd Ave - Warehouse - PW	
Total 360190			**$273.00**
52645	**2/1/2023**	**2023 - February - 2nd February 2023 for 02.16.2023 CFM**	
360191			
02.01.2023 - 02.28.2023 Service			
101-000-000-542-30-48-03		PW - Clearing-shared Shop Cost	$67.00
		32820 3rd Ave - PW Shop	
Total 360191			**$67.00**
Total 52645			**$925.47**
Total Secure Pacific Corporation			**$925.47**
Williams Scotsman, Inc.			
52646	**2/5/2023**	**2023 - February - 2nd February 2023 for 02.16.2023 CFM**	
9016723404			
February 2023 Rent			
001-000-181-518-30-45-01		Mod - Bldg Rental	$3,457.75
		MDS-653523	
Total 9016723404			**$3,457.75**
52646	**2/5/2023**	**2023 - February - 2nd February 2023 for 02.16.2023 CFM**	
9016723408			
February 2023 Rent			
001-000-181-518-30-45-01		Mod - Bldg Rental	$1,959.86

Vendor				
Transaction Number	Invoice Date	Fiscal Description	Void	
Transaction Reference		Name		Amount
Account Number		Title		
	MDS-653591			
Total 9016723408				**$1,959.86**
Total 52646				**$5,417.61**
Total Williams Scotsman, Inc.				**$5,417.61**

Vendor Count 12 **Grand Total $141,083.86**

Register

Fiscal: 2023
Deposit Period: 2023 - February, 2023 - January
Check Period: 2023 - February - 2nd February 2023 for 02.16.2023 CFM, 2023 - January - 4th January 2023 Batch for 02.16.2023 CM, 2023 - January - Jan 2023 EFT Batch

Number	Name	Print Date	Clearing Date	Amount
Columbia Bank	**390562401**			
Check				
52580	Alpine Products Inc.	2/17/2023		$433.92
52581	Amazon Capital Services, Inc.	2/17/2023		$1,889.58
52582	Bill's Locksmith Service Inc.	2/17/2023		$690.33
52583	Black Diamond Auto Parts	2/17/2023		$36.94
52584	Christopher and Teale Leanaburg	2/17/2023		$193.30
52585	CHS/Cenex Inc	2/17/2023		$2,811.70
52586	City of Black Diamond	2/17/2023		$1,914.78
52587	Cummins Sales and Service	2/17/2023		$6,616.38
52588	Dicks Heating & A/C Inc	2/17/2023		$950.47
52589	FCS Group	2/17/2023		$7,033.75
52590	Federal Eastern International	2/17/2023		$1,131.11
52591	Financial Consultants International Inc	2/17/2023		$772.82
52592	G.W., Inc	2/17/2023		$1,499.05
52593	GMP Consultants, LLC	2/17/2023		$3,847.50
52594	Gunderson Law Firm	2/17/2023		$3,400.00
52595	Home Depot Credit Service	2/17/2023		$2,484.30
52596	Joann Sloss	2/17/2023		$30.13
52597	Johnsons Home & Garden	2/17/2023		$1,269.30
52598	King County Finance	2/17/2023		$298.23
52599	King County Finance - Water & Land Resources Div.	2/17/2023		$5,561.00
52600	King County Municipal Clerk's Association	2/17/2023		$60.00
52601	King County Prosecuting Attorney	2/17/2023		$54.42
52602	King County Radio Comm Services	2/17/2023		$1,571.26
52603	L.N. Curtis & Sons	2/17/2023		$667.11
52604	Language Line Services, Inc.	2/17/2023		$10.88
52605	Law Office of Krista White Swain	2/17/2023		$4,200.00
52606	Long Bay Enterprises, Inc	2/17/2023		$1,367.50
52607	Madrona Law Group LLC	2/17/2023		$17,102.00
52608	Maria Moscoso	2/17/2023		$140.00
52609	McDonough & Sons, Inc.	2/17/2023		$1,891.38
52610	Motorola Solutions Inc. - Chicago	2/17/2023		$18,088.72
52611	National PELRA	2/17/2023		$150.00
52612	Pollardwater.com-West	2/17/2023		$1,739.84
52613	Republic Services #176	2/17/2023		$2,041.29

Number	Name	Print Date	Clearing Date	Amount
52614	Severson's Building Maintenance	2/17/2023		$2,450.00
52615	Sound Publishing Inc.	2/17/2023		$103.80
52616	Stericycle, Inc	2/17/2023		$106.00
52617	Tacoma Public Utilities	2/17/2023		$12,479.06
52618	Thomas C. Petek, PhD	2/17/2023		$385.00
52619	Thomson Reuters - West	2/17/2023		$410.88
52620	Thrifty Service LLC	2/17/2023		$353.28
52621	TRM Wood Products Co. Inc.	2/17/2023		$106.05
52622	UBM	2/17/2023		$26.46
52623	Utilities Underground Location Center	2/17/2023		$81.27
52624	Valley Defenders	2/17/2023		$4,825.00
52625	VenTek International	2/17/2023		$585.00
52626	Wa Association of Sheriffs & Police Chiefs	2/17/2023		$120.00
52627	Washington Cities Insurance Authority	2/17/2023		$170.00
52628	Washington State Department of Transportation Northwest Region	2/17/2023		$608.19
52629	Washington State Patrol	2/17/2023		$66.25
52630	Washington State Treasurer	2/17/2023		$4,356.06
52631	Washington Workwear Stores, Inc.	2/17/2023		$552.62
52632	Water Management Laboratories, Inc.	2/17/2023		$92.00
52633	WPTA	2/17/2023		$200.00
52634	Zoom Video Communications, Inc	2/17/2023		$17,149.56
52635	Amazon Capital Services, Inc.	2/17/2023		$31.92
52636	Black Diamond Community Center	2/17/2023		$19,000.00
52637	Charles Loester	2/17/2023		$58.09
52638	Home Depot Credit Service	2/17/2023		$65.19
52639	Honey Bucket/Northwest Cascade Inc.	2/17/2023		$196.00
52640	IAPE, Inc	2/17/2023		$265.00
52641	Johnsons Home & Garden	2/17/2023		$7.60
52642	King County Finance - Wastewater Treat Div.	2/17/2023		$114,694.11
52643	OakRidge Homes	2/17/2023		$181.38
52644	Office Products Nationwide	2/17/2023		$241.49
52645	Secure Pacific Corporation	2/17/2023		$925.47
52646	Williams Scotsman, Inc.	2/17/2023		$5,417.61
EFT Payment 1/03/2023 2:58:26 PM - 1	U.S. Postal Service (Black Diamond) Utility Postage Only	1/3/2023		$995.72
EFT Payment 1/09/2023 2:57:17 PM - 1	Invoice Cloud	1/9/2023		$400.20
EFT Payment 1/10/2023 2:57:57 PM - 1	Merchant Card Services / Vantive Holding, LLC	1/10/2023		$74.13
EFT Payment 1/20/2023 2:59:33 PM - 1	US Bank Equipment Finance	1/20/2023		$1,472.76
EFT Payment 1/26/2023 2:59:59 PM - 1	Washington State Department of Revenue	1/26/2023		$8,255.08
EFT Payment 1/27/2023 2:23:36 PM - 1	First Bankcard	1/27/2023		$20,834.97
EFT Payment 1/27/2023 2:59:04 PM - 1	U.S. Postal Service (CMRS-FP)	1/27/2023		$600.00
EFT Payment 1/31/2023 2:32:36 PM - 1	Columbia Bank	1/31/2023		$1,084.27

Number	Name	Print Date	Clearing Date	Amount
EFT Payment 2/7/2023 2:56:05 PM - 1	Dept of Licensing-Firearms Online	1/31/2023		$366.00
		Total	**Check**	**$312,342.46**
		Total	**390562401**	**$312,342.46**
		Grand Total		**$312,342.46**

City of Black Diamond
Payroll Register - January 2023

Number	Name	Fiscal Description	Amount
20269	BD Police Officers Association	2023 - January - Month End	$1,200.00
20270	City of Black Diamond Flex	2023 - January - Month End	$616.67
20271	HRA VEBA Trust	2023 - January - Month End	$225.00
20272	Joseph Kaufman	2023 - January - Month End	$147.40
20273	Minnesota Child Support Payment Ctr	2023 - January - Month End	$483.00
20274	Teamsters Local 117	2023 - January - Month End	$2,069.04
20275	Trusteed Plans Service CP LTD	2023 - January - Month End	$130.00
20276	Western States Police Medical	2023 - January - Month End	$525.00
January 2023 Aflac	Aflac	2023 - January - Month End	$263.90
January 2023 Draw	Payroll Vendor	2023 - January - Month End	$56,674.47
January 2023 DRS: DCP	DOR - Deferred Comp	2023 - January - Month End	$13,134.00
January 2023 DRS: Ret	Dept of Retirement Systems	2023 - January - Month End	$53,050.44
January 2023 ESD	Employment Security Dept	2023 - January - Month End	$726.02
January 2023 Fed Taxes	City of Black Diamond Taxes	2023 - January - Month End	$90,791.79
January 2023 L&I	Dept of Labor and Industries	2023 - January - Month End	$7,149.07
January 2023 Medical Ins	AWC Employee Benefit Trust	2023 - January - Month End	$74,516.86
January 2023 Month End	Payroll Vendor	2023 - January - Month End	$195,615.29
January 2023 PFML	PFML ESD	2023 - January - Month End	$2,912.11
			$500,230.06

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

Finance Director May Miller

Date 2-8-2023

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of February 2, 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 (Zoom), de Leon, Page

ABSENT: None

Staff present: Mona Davis, Community Development Director; Scott Hanis, Public Works Director; Jamey Kiblinger, Police Chief; Andrew Williamson, MDRT/Ec Dev Director; 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; **second** Councilmember Smith. Motion **passed** with all voting in favor (6-0).

PUBLIC COMMENTS:
Geoff Bowie, Black Diamond spoke to Council.

Katrina Dohn, TNT Fireworks spoke to Council.

Kristen Bryant, Bellevue spoke to Council.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS: None

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

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

DRAFT

3) **Minutes –** Work Session of January 12, 2023, and Council Meeting of January 19, 2023

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

1) **AB23-006** – Resolution Authorizing Contract with AHBL and Parametrix for the Comprehensive Plan Periodic Update.

Community Development Director Davis reported to Council on this item.

Councilmember de Leon **moved** 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; **second** Councilmember Page. Motion **passed** with all voting in favor (6-0).

2) **AB23-007** – Ordinance Regarding Minor Amendment to Section 8.04.130 BDMC – Standards for Fireworks Stands

Community Development Director Davis discussed this item with Council.

Councilmember Smith **moved** to adopt Ordinance No. 23-1190, Proposed Minor Code Amendment to Chapter 8.04.130 Subsection B of the BDMC to be consistent with State law; **second** Councilmember de Leon. Motion **passed** with all voting in favor (6-0-).

3) **AB23-005** – Discussion Regarding the Repeal of Black Diamond's Retail Marijuana Moratorium

Councilmember Page led the discussion on this item. She walked Council through the process for Council to allow cannabis retailers in the city. She discussed the phases that would take place and what each would entail.

Councilmembers had a thoughtful and robust discussion on this issue and there was discussion and authorization to move forward and for staff to develop plans for the potential repeal of the retail cannabis prohibition.

DEPARTMENT REPORTS:

Fire – Chief Judkins noted that on March 1st there is a Changing of the Guard ceremony and invitations will be going out. She also discussed Captain Jewett's retirement and the JATC program.

Community Development – Ms. Davis asked Council to think about how we can generate enthusiasm with our residents for the comprehensive plan update. She announced that the City did not receive the grant from King County for design on the Ginder Creek Park to put in some trails and added that tomorrow she is attending a meeting on the Skate Park grant.

MAYOR'S REPORT:

Mayor Benson shared that she has applied for a position on the DEI Board with AWC. She also shared that she is working with the Museum on insurance issues regarding tours to Franklin.

COUNCIL REPORTS:

Councilmember Smith discussed having the Finance Committee meetings on his calendar, the frustration of getting folks involved in our committees and commissions and reminded people to get their ballots filled and dropped off.

Councilmember Mulvihill no report.

Councilmember de Leon echoed that ballots are out. She asked how Council can help or be of assistance on the Ginder Creek Park grant. She commended Mayor Benson for her interest in being a part of AWCs DEI Board. She shared an event coming up with Enumclaw Youth Empowered at Thunder Mountain Middle School Library. She reported attending the Finance Committee meeting and Regional Law Safety and Justice meeting. Her report also focused on work done/discussed at the Public Safety Committee meeting.

Council Action: Councilmember de Leon **moved** that we allocate some of the police funding to go towards a voluntary buyback program; **second** Councilmember Page. Motion **passed** with all voting in favor (6-0).

Councilmember Page reported attending her Public Safety Committee meeting and reminded citizens to keep their cars locked. She discussed about having themes or topics at our Town Hall meetings. She thanked everyone for the conversation on repealing the prohibition on marijuana .

Councilmember Deady discussed how hard it is to get grants. She reported attending the Finance Committee meeting and noted Finance Director Miller will be giving monthly reports to Council. She also attended the Public Safety Committee meeting and Maple Valley's comp plan kick off meeting and noted it being a fun event. She discussed issues that are happening around Baker and Railroad Avenue and noted that Public Works Director Hanis is working on this. She commented that residents are curious about the roundabout on 169, and that public works is also working on the issue at 232nd. She shared that Miners Day meetings are starting and encouraged citizens to contact her if they are interested in helping with this event.

Councilmember Douglass reported he was able this past week continue his efforts on new councilmember education and noted meeting with Mr. Linehan and Mr. Williamson.

ATTORNEY REPORT: None

PUBLIC COMMENTS:
Geoff Bowie, Black Diamond spoke to Council.

EXECUTIVE SESSION: None

ADJOURNMENT
Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Page. Motion **passed** with all voting in favor (6-0). The meeting ended at 8:37 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:	**Agenda Date: February 16, 2023**	**AB23-009**
Resolution authorizing Office 365 3-year renewal. Core system that powers all Email, Office software, Visio Licenses, Project Licenses, SharePoint, and ID management.	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note):	Police – Chief Kiblinger	
Fund Source:	Public Works – Scott Hanis	
Timeline: ASAP	Court – Stephanie Metcalf	
	IT – Rob Reed	**X**

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

Attachments: Resolution; Agreement; Quote

SUMMARY STATEMENT:
This is to renew the expired agreement with Microsoft for Office 365. Office 365 is a core system that powers all Email, Office software, Visio Licenses, Project Licenses, SharePoint, and ID management. The agreement is with Microsoft and will be billed by the vendor SHI. The cost is approx. $51,939.72 for three years if there are no changes. New users can change the cost but not by much. That’s 17,313.24 per year. This increased by about 1,000 dollars per year over the last agreement.

FISCAL NOTE (Finance Department): The adopted 2023 Budget includes money for this renewal.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to approve Resolution NO. 23-1534 authorizing the Mayor to sing the agreement with Microsoft and to purchase the 3-year licenses that the agreement allows.**

RECORD OF COUNCIL ACTION

Meeting Date	***Action***	***Vote***
February 16, 2023		

RESOLUTION NO. 23-1534

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH SHI TO RENEW OUR MICROSOFT AGREEMENT FOR OFFICE 365

WHEREAS, the City's current agreement has expired and the City needs to renew Microsoft Agreement for Office 365; and

WHEREAS, Office 365 is a core system that powers many integral programs the city uses to operate and needs to be renewed; and

WHEREAS, SHI is an authorized reseller of this product; and

WHEREAS, staff has found the agreement to be fair and reasonable and is recommending the approval of a three-year agreement; and

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

Section 1. The City Council authorizes the Mayor to sign the agreement with Microsoft and to purchase the 3 year licenses that the agreement allows.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF FEBRUARY, 2023.

CITY OF BLACK DIAMOND:

____
Carol Benson, Mayor

Attest:

____
Brenda L. Martinez, City Clerk

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	6564327

5-0000009659906

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10635
Sub250 Form	W29
Product Selection Form	1282576.003_PSF
Enterprise Amendment	M97 (NEW)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Black Diamond
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* **Signature*** **Printed First and Last Name*** **Printed Title** **Signature Date***

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* **Signature*** ________________________________ **Printed First and Last Name*** **Printed Title** **Signature Date***

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Microsoft Volume Licensing

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	75021080	Framework ID *(if applicable)*	
Previous Enrollment number *(Reseller to complete)*	48601552		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *Order requirements.*

a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

(i) **Adding new Products not previously ordered**. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii)Late true-up order. If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

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Enrollment Details

1. Enrolled Affiliate's Enterprise.

a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Black Diamond
Contact name* First Rob **Last** Reed
Contact email address* rreed@blackdiamondwa.gov
Street address* 24301 Roberts Dr PO Box 599
City* Black Diamond
State* WA
Postal code* 98010-9219-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 360-851-4508
Tax ID
** indicates required fields*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Rob **Last** Reed
Contact email address* rreed@blackdiamondwa.gov
Street address* 24301 Roberts Dr PO Box 599
City* Black Diamond
State* WA
Postal code* 98010-9219-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 360-851-4508
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Rob **Last** Reed
Contact email address* rreed@blackdiamondwa.gov
Phone* 360-851-4508
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State* NJ
Postal code* 08873-4145
Country* United States
Contact name* Randy Lee
Phone* 1-888-764-8888
Contact email address* Randy_Lee@shi.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Randy Lee

Printed name* Randy Lee
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

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other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

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Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Black Diamond
Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	48601552	X	

Enterprise

Sub 250 Program
Amendment ID W29

The parties agree that the Enrollment is amended as follows:

1. On the first page of the Enrollment, the following is added after the second paragraph:

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:

a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.

(i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.

(ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.

(iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

(iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

(v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. Software Assurance renewal.

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	☒

By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
Enterprise	48601552	1/31/2023

Electronically Submitted

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

1282576.003

Language: English (United States)

Enrollment Number

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	71	71	1.0	-	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
O365 G1 GCC	6
O365 G3 GCC	65

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	65	71	0	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	**Price Level**
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number 5-0000009659906

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Invoice for Quoted Price
Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
U4S-00002	O365 G1 GCC Sub Per User	6	0
AAA-11894	O365 G3 GCC Sub Per User	65	0
P3U-00001	Visio P2 GCC Sub Per User	1	0
7MS-00001	Project P3 GCC Sub Per User	2	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	0	71

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Jan2023)v2(IU).docx		M97	B

Pricing Proposal
Quotation #: 22969535
Created On: 1/17/2023
Valid Until: 1/27/2023

WA-City Of Black Diamond Wa

Inside Account Executive

Rob Reed
24301 Roberts Dr.
Black Diamond, WA 98010
United States
Phone: 253-258-1844
Fax:
Email: rreed@ci.blackdiamond.wa.us

Joseph Solis
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-652-3063
Fax:
Email: joseph_solis@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Coverage Term: 2/1/2023 – 1/31/2024	6	$88.72	$532.32
2	O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Coverage Term: 2/1/2023 – 1/31/2024	65	$247.15	$16,064.75
3	Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Coverage Term: 2/1/2023 – 1/31/2024	2	$286.47	$572.94
4	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Coverage Term: 2/1/2023 – 1/31/2024	1	$143.23	$143.23
5	O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Coverage Term: 2/1/2024 – 1/31/2025	6	$88.72	$532.32
6	O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Coverage Term: 2/1/2024 – 1/31/2025	65	$247.15	$16,064.75
7	Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Coverage Term: 2/1/2024 – 1/31/2025	2	$286.47	$572.94
8	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Coverage Term: 2/1/2024 – 1/31/2025	1	$143.23	$143.23
9	O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Coverage Term: 2/1/2025 – 1/31/2026	6	$88.72	$532.32

10	O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Coverage Term: 2/1/2025 – 1/31/2026	65	$247.15	$16,064.75
11	Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Coverage Term: 2/1/2025 – 1/31/2026	2	$286.47	$572.94
12	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Coverage Term: 2/1/2025 – 1/31/2026	1	$143.23	$143.23
			Total	$51,939.72

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

By executing a an order against this quote customer agrees that they will review and agree to the manufacturers terms of use. Any discrepancies between manufacturer licensing agreement and customer terms must still be agreed to or negotiated independently and directly with manufacturer.

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT: Resolution authorizing Mayor to sign an agreement with Canon to purchase Document Management System Laserfiche.	**Agenda Date: February 16, 2023 AB23-010**	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note):	Police – Chief Kiblinger	
Fund Source:	Public Works – Scott Hanis	
Timeline: February 2023	Court – Stephanie Cantu	
	IT – Rob Reed	X

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

Attachments: Resolution; Agreement; Project Work Orders

SUMMARY STATEMENT:

The City has been researching an affordable document management system and authorization of this agreement would allow the city to purchase Laserfiche from the reseller Canon.

Laserfiche will be used for the entire city and will be a five-year agreement. The city will purchase the entire five years upfront due to cost benefit. The cost for the five years is a total of $17,323.

By purchasing this document management system, it will reduce the city's use of Dropbox and Adobe Acrobat which will fund 90% plus of the entire cost over the term.

FISCAL NOTE (Finance Department): The adopted 2023 budget includes the funds for this purchase.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to approve Resolution No. 23-1535 authorizing the Mayor to sign an agreement with Canon to purchase the Document Management System Laserfiche.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
February 16, 2023		

RESOLUTION NO. 23-1535

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH CANNON TO PURCHASE THE DOCUMENT MANAGEMENT SYSTEM LASERFICHE

WHEREAS, the City is in the need of a document management solution; and

WHEREAS, staff has researched document management systems and found Laserfiche meets the needs of the city; and

WHEREAS, using the OMNIA partners contract assures the best pricing available; and

WHEREAS, staff is recommending the approval of this five-year agreement with Canon to purchase Laserfiche;

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

Section 1. The City Council accepts the agreement from Canon and authorizes the Mayor to sign the agreement to purchase Laserfiche for $17,323.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF FEBRUARY, 2023.

CITY OF BLACK DIAMOND:

____
Carol Benson, Mayor

Attest:

____
Brenda L. Martinez, City Clerk

CANON SOLUTIONS AMERICA

ADDENDUM TO ORDER SCHEDULE

Project Work Order

NCS Ticket#: 14495
impact #:
Branch: Tukwilla

Customer Information	
Company *("you" or "Customer")*	CITY OF BLACK DIAMOND
Address 1	24301 ROBERTS DR
Address 2	
City	BLACK DIAMOND
State	WA — Zip 98010
Primary Contact	Rob Reed
Phone #	253.258.1844
Email Address	rreed@blackdiamondwa.gov

Project Contact Information	
Sales Contact	Michael Stuber
Phone #	425-652-5332
Email Address	mstuber@csa.canon.com
Project Manager	N/A
Phone #	N/A
Email Address	N/A
Implementation Engineer	N/A
Phone #	N/A
Email Address	N/A

Associated Document(s)	#/ID	DATE
Master Agreement #	MA33759	1/24/2023
Order Schedule Transaction #	S1346461	1/24/2023
☐ Additional Terms and Conditions		

Project Billing Method

☒ Implementation Services
☐ Subscription Services

Technical Review	
PS Manager / Zone Manager	
Solution Analyst / NCS Analyst	
Implementation Engineer	

Work Package	Project Deliverable(s) / Work Description	Work Effort (Days)
1	City of Black Diamond is purchasing LASERFICHE CLOUD MUNICIPALITY SITE LICENSE - LESS THAN 10,000 CITIZENS W/ PREMIUM SUPPORT FOR 1 YEAR Rob Reed, CTO with the City of Black Diamond has stated verbally that he will install and configure the Laserfiche Cloud tenant on his own. Canon will provide up to 4 hours of technical assistance as needed,	1/2 Day (4hours)

Total Work Effort (Days) 1/2 Day

Canon Solutions America Help Desk: 1-800-355-1385
Post implementation support is provided Monday through Friday – 8:30 AM to 8:00 PM Eastern
An active maintenance and support agreement is required to receive Help Desk Support

Project Authorization

Customer by its authorized signatory agrees to the Project Deliverable(s) set forth in this Canon Solutions America, Inc. ("CSA") Project Work Order ("PWO"), and to all terms and conditions herein, and in the Associated Documents.

Company Name

Signature   Date

Print Name   Print Title

ADDITIONAL TERMS AND CONDITIONS TO PROJECT WORK ORDER

1. Scope; Terms and Conditions

The following terms and conditions are applicable to the PWO between you ("You" or "Client") and Canon Solutions America, Inc. ("CSA"), and supplement and control the terms and conditions of the applicable CSA Master Sales and Services Agreement ("Master Agreement") for the specific Order Schedule ("Order Schedule") both as referenced in this PWO (both collectively the "Agreement"). For purposes hereof, the PWO shall be deemed a "Listed Item" under the Agreement notwithstanding anything contained in the Agreement to the contrary. Equipment, hardware, software or consumables acquired from CSA in conjunction with the PWO may be governed by various agreements, but not by this PWO; as such, Your payment and other obligations under such other agreements are not dependent in any way upon CSA's performance of this PWO.

2. Standard Implementation Assumptions

In order to successfully implement Project Deliverables listed in this PWO (the "Implementation"), CSA has relied upon, and You hereby acknowledge these key assumptions:

a. Although CSA's Implementation personnel may consist of CSA's authorized employees, retained third party vendors, or both, in any event CSA shall retain sole responsibility to Client.
b. You will allow Implementation personnel accompanied or badged access to the Implementation-relevant areas. Except as otherwise set forth in this PWO CSA will perform the Implementation during CSA's normal business hours (8:30 AM to 5:00 PM (local time), Monday through Friday, excluding CSA holidays).
c. CSA's Implementation personnel will have administrative access to all servers and domains necessary for the Implementation either directly or by proxy.
d. With regard to any "shrink-wrap" or "click-wrap" or "click-through" acceptance required of an end user license agreement ("EULA"), software as a service or other subscription agreements ("SA") and/or software maintenance agreement ("SMA") for software associated with the PWO, You hereby authorize CSA to accept same on Your behalf (e.g., by clicking the "I ACCEPT" button of the EULA, SA or SMA), and You agree to comply with the terms of same. EULAs, SAs, and SMAs are available at http://ess.csa.canon.com/SMA-EULA.html, and shall solely govern as to the matters contained therein.
e. CSA will not be liable for any loss of data during or as a result of the Implementation. You shall back-up all data that could be affected by the Implementation.
f. All software supplied by You for use in the Implementation is properly licensed to You.
g. Any changes to this PWO, including as to Implementation outside of CSA's normal business hours, must be made in writing in accordance with Section 4 hereof.
h. There is no commitment for ongoing support expressed or implied by the PWO. Any additional requests for services after this Implementation's completion may be subject to additional charges on a time and materials basis or may be the subject of a separate support agreement.
i. Any work product not specifically listed in this PWO is considered out of scope. Services that are out of scope will be addressed through CSA's Implementation change order ("Change Order") procedure. (See Section 4)
j. It is Client's responsibility ensure that its resources are capable and available to assist CSA during the course of the Implementation to ensure timely completion of the Project Deliverables. This includes but is not limited to Client personnel, resources for designing, building, testing, and implementing, and staff for the training of personnel.
k. Client will assign a dedicated point of contact to act in the role of Implementation manager. He or she will work in tandem with CSA to facilitate communication and proper execution throughout the lifecycle of the Implementation.
l. If a change in resources is required during the course of the Implementation, CSA will work with the Client's assigned Implementation manager to facilitate the transition. CSA will ensure that resources with the appropriate technical skill set will be properly aligned with the requirements of the engagement.
m. CSA will provide internal Implementation personnel as CSA deems appropriate for the Implementation.
n. In cases where the required system information is not available or able to be determined by Client resources, CSA will issue a Change Order to extend the requirements gathering activities to collect the required information.
o. Client will respond to all requests for information in writing within two (2) business days.
p. If Client has its own process for managing change or otherwise is aware of internal factors that might delay the completion of this Implementation, Client will inform CSA prior to the initiation of this Implementation.

Changes in these assumptions may result in a scope change, which may cause You to incur additional professional services fees or delays in the Implementation.

3. Standard Dependencies and External Requirements

Project Deliverables may be predicated on certain additional information, external deliverables or agreements ("Additional Requirements"). In order to successfully fulfill the requirements of the PWO, Additional Requirements (other than the Agreement) which have been approved by CSA are incorporated into and made part of this PWO. Where conflicts or inconsistency might exist between terms of the Agreement, the Additional Requirements and this PWO, the terms of this PWO shall take precedence with respect to the Implementation and Project Deliverables.

4. Implementation of Change Order Procedure

Once a change condition is identified, there are three (3) steps involved with implementation of a change order:

a. Your submittal of a Change Order ("Change Order") in a form requested from CSA.
b. CSA's written approval or rejection of the Change Order.
c. Modification and/or adjustment of the Implementation or Project Deliverables if required by an approved Change Order.

The Change Order form is executed by You with CSA's assistance. CSA evaluates Change Orders individually for their overall impact on the Implementation's constraints. CSA will work with Your Implementation manager to communicate these changes and acquire the required approvals for any costs related to Change Orders. You acknowledge that a Change Order is required for work performed outside of CSA's normal business hours, under the following conditions: (i) minimum engagement of four (4) hours; (ii) work typically billed in a minimum of one (1) hour increments; and (iii) hourly services billed at multiples of one and one-half (1.5x) for Monday-Friday after-hours and double (2x) for Saturdays, Sundays and Holidays.

5. Completion Criteria

CSA will have fulfilled its obligations under the PWO when one (1) of the following first occurs:

a. CSA completes the Implementation, or,
b. You terminate the PWO for reasons beyond the control of CSA.

6. Implementation Fees

CSA will invoice You per the terms and conditions of the Agreement. The parties acknowledge the Implementation fee was established on the scope of effort presented to CSA during initial discovery discussions. In the event additional, material requirements are uncovered during the detailed discovery or Implementation execution, CSA will require a Change Order in accordance with Section 4 hereof.

7. Period of Performance

The approximate time to complete the Implementation is an estimate and is subject to revision. Should CSA encounter challenges to the scope or outside factors that have a material impact on the Implementation, CSA will present a Change Order per Section 4 hereof for the services and software needed to complete the job.

8. Implementation Scheduling & Change Policy

CSA will endeavor to work diligently with You to accommodate reasonable schedule requirements. On-site work must be scheduled with a three (3) week minimum advance notice.

CSA recognizes circumstances may arise necessitating the rescheduling of the PWO implementation. Schedule changes requested more than fifteen (15) business days prior to the scheduled implementation date will be accommodated with no charge to You. As CSA must reserve engineering resources in anticipation of the requested implementation date, scheduling changes requested within fifteen (15) business days of the scheduled implementation date are subject to a fee of up to, and including, the full cost of the associated professional service fees and travel costs.

9. Additional Limited Warranty and Limitation of Liability

CSA makes no warranty for proper functioning of equipment not supplied by CSA including, but not limited to: PCs, servers and networks.

CSA makes no warranty for the proper functioning of your proprietary network, server or workstation software. Proprietary is defined for this purpose as software packages that are not sold by CSA.

CSA warrants its workmanship for the Installation services for a period of thirty (30) days from the date such services are rendered. This warranty applies only to the original Installation by CSA and does not include alterations or modifications initiated by You or failure of equipment or software not provided by CSA.

THE SERVICES PERFORMED UNDER THIS AGREEMENT ARE ADVISORY AND NO SPECIFIC RESULT IS ASSURED OR GUARANTEED. CSA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF SERVICE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF EQUIPMENT OR SOFTWARE. YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING WARRANTY SHALL BE TO REJECT THE PROJECT DELIVERABLE OR SERVICES AND CANCEL THIS PWO AT THE TIME INSTALLATION IS COMPLETED. CSA SHALL NOT BE LIABLE (I) FOR BODILY INJURY (INCLUDING DEATH) OR TANGIBLE PROPERTY DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) FOR LOSS OF REVENUE OR PROFIT, LOSS OR CORRUPTION OF DATA, OR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THIS PWO OR THE AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES OR THE USE OF OR INABILITY TO USE ANY PRODUCTS, REGARDLESS OF THE LEGAL THEORY ON WHICH A CLAIM MAY BE BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Disclaimer

This document is the property of and is proprietary to CSA. It is not to be disclosed in whole or in part without prior written consent of CSA, and shall not be duplicated or used in whole or in part, for any purpose other than to evaluate CSA's proposal, and shall be returned upon request.

Canon

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

Master Sales & Services Agreement
Customer Information Face Page

MA33759

Salesperson: Michael A. Stuber Order Date: 1/23/2023

Customer ("you"):

Company: CITY OF BLACK DIAMOND			
DBA:			
Address: 24301 ROBERTS DR			
City: BLACK DIAMOND		County: KING	
State: WA	Zip: 98010	Phone #: 253.258.1844	
Contact: Rob Reed		Fax #:	
Email: rreed@blackdiamondwa.gov			

Applicable Terms and Conditions	Customer Organizational Information
TERMS AND CONDITIONS ARE AVAILABLE AT: **ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS** The CSA customer terms and conditions located at the above website ("Terms") form part of this Agreement. The Terms include general terms, and terms for product and service purchase, maintenance, support and leasing (pursuant to the terms of Rider G); managed print services; and quotes. The Terms applicable to each of your transactions will be referenced in the Order Schedule. By your initials herein and signature below, you understand and acknowledge such Terms and agree to comply with those applicable to each Order Schedule. ____________ **Customer Initials**	**Federal Tax ID Number:** ____________________ **Organization type:** **Address for Notices:** Attn: Rob Reed Address: 24301 ROBERTS DR Address 2: City: BLACK DIAMOND State: WA Zip: 98010 Email: rreed@blackdiamondwa.gov

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE, PURSUANT TO THE TERMS OF RIDER G, OR PURCHASE, AS SPECIFIED IN THIS AGREEMENT, THE ITEMS LISTED IN ANY SCHEDULE, RIDER OR ADDENDA (AS APPROVED BY CSA) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THIS FACE PAGE, APPLICABLE SCHEDULE(S), RIDER(S) AND SUCH ADDENDA, THE QUOTE, AND THE APPLICABLE TERMS AND CONDITIONS IDENTIFIED ABOVE, ALL OF WHICH IS INCORPORATED HEREIN AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature ____

Printed Name ________________________ Title ______________________ Date __________

Canon

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Purchase and Maintenance Schedule (SER-500)
Order Schedule ("Schedule")

Customer: CITY OF BLACK DIAMOND
Agreement #: MA33759
Transaction #: S1346461
Salesperson: Michael A. Stuber
Order Date: 01/23/23

Billing Information	Customer Account:
Company: CITY OF BLACK DIAMOND	
DBA:	
Address: 24301 ROBERTS DR	
Address 2:	
City: BLACK DIAMOND	
State: WA **Zip:** 98010 **County:** KING	
Contact: Rob Reed	
Phone #: 253.258.1844 **Fax #:**	
Email: rreed@blackdiamondwa.gov	

Transaction Description

Purchase (see information below)

Amounts Due (*Plus Applicable Taxes)	
Subtotal	$17,323.00
Delivery/Install	
Sales Tax	TBD at invoicing
Total	$17,323.00
Deposit	
Balance Due	

Payment Terms

Net 30

Total Extended Maintenance Base Charge

Equipment Maintenance Information

Other Transaction Details

Additional details on related Schedule

OC: COUNTY OF DUPAGE CONTRACT FI-R-0251-18

Device Excluded from Maintenance	Maint Base Charge Section A-1	Maint Initial Term	Covered Images Included in Maint Base Charge	Excess Per Image Charge(s)

Item Code	Listed Items Description	Qty	Unit Price	Total
3695V684	LASERFICHE CLOUD IMPLEMENTATION (ON PREMISE) SERVICES BY LOCAL SYSTEM	1	Included	Included

Ship To & Maintenance Billing Information

Shipping: 24301 ROBERTS DR **Delivery Date:** 01/06/23
Address 2:
City: BLACK DIAMOND **County:** KING **State:** WA **Zip:** 98010
Primary Customer Contact: Rob Reed
Phone #: 253.258.1844 **Email:** rreed@blackdiamondwa.gov
Meter Contact:
Phone #: **Email:**
IT Contact: Rob Reed
Phone #: 253.258.1844 **Email:** rreed@blackdiamondwa.gov

Billing:
Address 2:
City: **County:** **State:** **Zip:**
Billing Contact:
Phone #: **Email:**

Elevator: No **Loading Dock:** No **# of Steps:** 0 **Hrs of Operation:** 9-5

Other Invoicing Requirements

Equipment Billing Entity: Canon Solutions America, Inc.

FOR CSA USE ONLY:
Config: A - 1 | 71827790

THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND APPLICABLE RIDERS ("AGREEMENT"). BY YOUR SIGNATURE BELOW, CUSTOMER AGREES TO PURCHASE OR LEASE THE LISTED ITEMS, AND/OR MAINTENANANCE SERVICES AND SUPPORT, AS SPECIFIED, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.

Customer Authorized Signature: Printed Name: Title: Date:

**Requires Remote Reporting Agent

Canon

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Software and Cloud Subscriptions Order Schedule ("Schedule") (SLS-915)

Order Schedule, Rider C of Agreement

Customer: CITY OF BLACK DIAMOND
Agreement #: MA33759
Transaction #: S1346461
Salesperson: Michael A. Stuber
Order Date: 01/23/23

Billing Information	Customer Account:	**Payment Terms**
Company: CITY OF BLACK DIAMOND		Charges Invoiced By CSA
DBA:		Bill For Full Term In Advance (Net 30)
Address: 24301 ROBERTS DR		
Address 2:		**Subscription Details**
City: BLACK DIAMOND **County:** KING **State:** WA **Zip:** 98010		New Subscription
Primary Contact: Rob Reed	**Tech Contact:** Rob Reed	SN/Tenant ID:
Contact Phone: 253.258.1844	**Tech Phone:** 253.258.1844	Term: 60 Months
Contact Email: rreed@blackdiamondwa.gov	**Tech Email:** rreed@blackdiamondwa.gov	Auto Renewal

Software and Software Subscription Licensing and Support (Subject to Rider C of the Agreement)

Item Code	Subscription Name	Qty	Price Per Qty	Periodic Payment	# of Covered Units	Units
3851V823	LASERFICHE CLOUD MUNICIPALITY SITE LICENSE - LESS THAN 10,000 CITIZENS W/ PREMIUM SUPPORT FOR 1 YEA	1	Included	N/A	1	BLOCK OF USERS/Year

Software Subscription Subtotal	Included in Purchase
Sales tax	TBD at invoicing
Software Subscription Total	Included in Purchase
Total Periodic Payment	

THIS ORDER SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER’S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER SCHEDULE.

Customer’s Authorized Signature ______________________

Printed Name: Title: Date:

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and

that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a

Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**
	Sarah Vavra
Authorized Signature	Signature
	Sarah E. Vavra
Name	Name
	Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT: **Resolution amending the 2023 City Fee Schedule – Revision #1**	**Agenda Date: February 16, 2023**	**AB23-011**
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Comm Dev – Mona Davis	X
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact – neutral-	Police – Chief Kiblinger	
Fund Source: --	Public Works – Scott Hanis	
Timeline:	Court – Stephanie Cantu	

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

Attachments: Resolution; Exhibit A and B 2023 City Fee Schedule Revision

SUMMARY STATEMENT:

The city updates its fee schedule annually. The last update was adopted on December 1, 2022 under Resolution 22-1528 and went into effect on January 1, 2023. Minor amendments were necessary to correct errors, provide clarity, and add some line items that were missed with the previous update. A detailed analysis has been provided for in the packet material.

FISCAL NOTE (Finance Department):

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The fee updates were discussed with Planning & Community Services / Public Works Committees.

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 23-1536 amending the City's 2023 Fee Schedule.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
February 16, 2023		

RESOLUTION NO. 23-1536

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AMENDING THE 2023 CITY FEE SCHEDULE

WHEREAS, the Black Diamond City Council last amended the City Fee Schedule by Resolution No.22-1528 on December 1, 2022; and

WHEREAS, the Community Development Permit Center found inconsistencies in various line items in the recently adopted 2023 City Fee Schedule, particularly concerning the Commercial Plumbing and Mechanical permit fees; and

WHEREAS, the Public Works Department provided minor edits to include additional water meter sizes and charges;

WHEREAS, the proposed revisions to the 2023 City Fee Schedule identified by the Community Development and Public Works departments are described in Exhibit A and highlighted in yellow in Exhibit B hereto;

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

Section 1. The City Council hereby amends the 2023 City Fee Schedule to include the revisions outlined in Exhibit B attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF FEBRUARY 2023.

CITY OF BLACK DIAMOND:

____
Carol Benson, Mayor

Attest:

____
Brenda L. Martinez, City Clerk

EXHIBIT A

CITY OF BLACK DIAMOND

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

Phone: (360) 851-4500
Fax: (360) 851-4501
www.blackdiamondwa.gov

Meeting Date: February 16, 2023

Staff Memo Date: February 8, 2023

To: Mayor and City Council

From: Mona Davis, Community Development Director

Subject: 2023 City Fee Schedule – Revision #1

Since the 2023 City Fee Schedule was last adopted on December 1, 2022 under Resolution 22-1528 and went into effect on January 1, 2023, the Community Development and Public Works departments found the need to further revise the fee schedule to reorganize some of the fees to be more clear, with minor edits and modifications, including additional water meter sizes. Those changes are outlined as follows, with an attached exhibit highlighting the specific lines that were modified:

Community Development & Permit Center

- Special Event permit fees were moved from the "Parks" section to "Signs, Trees, Fireworks and Special Event Permits" section, since not all Special Events are held in parks. No changes to fee amount or deposit amount.

- Line 160 under Preliminary Plats – Plat Alteration was changed to Plat Revision because that's more appropriate for an unrecorded plat. The fee amount was carried from the Plat Alteration; however, the term Plat Revision is new. Plat Alteration was moved down below Final Plat (being more appropriate for a recorded plat) with no change to the fee amount. The process for both a plat "revision" and plat "alteration" is basically the same, which is why we kept the fee amount the same for both types of applications. The BDMC will be updated in the future to make this more clear.

- Under "Building Permit Fees", Line 251 was changed to Permit Expiration Extension and the fee was revised from $50.00 to 50% of the permit fee to be consistent with code regulations.

- In the "Mechanical" section, the fees were rearranged to be clearer. The Commercial fees were moved to the top of the section. The titles of the residential permits were modified, and the Mechanical Permit Fee ($200) was combined with the Mechanical Permit Review Fee ($50) to reflect one fee of $250 since they always come in together for review.

- In the “Plumbing” section, the fees were rearranged to be clearer as well. The Commercial fees were moved to the top of the section and reorganized to match the mechanical permit section. A commercial plumbing permit review fee of 65% of the permit fee was added and the Plumbing Permit Fee ($200) was combined with the Plumbing Permit Review Fee ($50) to reflect one fee of $250 since they always come in together for review.

Public Works

- Fees were rearranged for better understanding. Fee line 351 was moved to the top of the section for clarification that most of the fees in the section fall under the Civil Plan.

- Under Utilities, a 3/4-inch meter rental/water purchase option was added to the fees.

- Line 374 fee was changed from “Double Out of City Rates” to “Double Current Water Rates”.

- Water Section – new fee was added for a 3-inch meter and larger with fee reflecting cost of meter and a $750 drop-in meter charge.

Please reach out should you have any questions or need additional information. Thank you.

EXHIBIT B

LINE NUMBER	FEE TITLE	DESCRIPTION	FEE
1+A2:A458	**POLICE**		
2	**Fingerprinting**	Non-Resident	$15
3		Resident	$10
4	**Electronic Monitoring-Police**	Daily Fee	$15
5	Hook-up Fee	One Time Application Fee (Non-Refundable)	$25
6	Equipment Deposit	Refundable	Per Contract
7	**Concealed Pistol License**	Original License	per State Law
8	Renewal	Valid License Renewal	$32
9	Late	Within 90 Days After Expiration	$42
10	Replacement		$10
11	**Process Service**	Civil and Court	$25
12	Mileage for process service		Current IRS Rate
13	**False Alarm Responses**	First Occurrence	None
14		Second Occurrence Per Year	$50
15		Third or More Per Year	$75
16	**Discovery --copies**	No Charge for One Copy of Documents Provided In Compliance With Defense Requests On Municipal Court Cases.	None
17	**Traffic School Fee**		$139
18	**Police Reports**	Per Case Reports	$0.15/page
19	**Off-Duty Rates**	Minimum 3-hour rate applies.	$125/hour, including vehicle, except for command level staff or higher, who will bill at their actual rates.
20	**Photograph Copies**	Each	$0.15
21	**CD Reproduction**	Each	$1.50
22	**Firearms Dealer Fee**	Annual - Set by US Govt	$125
23	**Firearms Clearance Letter**	For Foreign Countries	$15
24	**Local Record Clearance Letter**	In-House Records Check	$15
25	**Staff Redaction Time for Body Worn Camera Recordings**	Time spent redacting, altering, distorting, pixelating, suppressing, or otherwise obscuring any portion of a body worn camera recording. The City will charge all requestors requesting body-worn camera footage except those listed in RCW 42.56.240(e)(i). These charges are based on the average per-minute salary of the City employee responsible for video redaction.	$0.77/min.
26	**Work Crew**	Screening fee (non-refundable)	$25
27		Per Day, State Fee	$15
28	**Work Release**	Per Day, Payable in Advance	Per Contract

EXHIBIT B

29	**PASSPORTS**		
30	Passport fee check is made payable to the US Department of State. The execution fee check is made payable to the City of Black Diamond **Other conditions and restrictions may apply. See City Clerk's office for more details.		
31	**Passport Book**		
32	Passport Fee**	Age 16 and over	$130
33	Passport Fee**	Under age 16	$100
34	Execution Fee		$35
35	**Passport Card**		
36	Passport Fee**	Age 16 and over	$30
37	Passport Fee**	Under age 16	$15
38	Execution Fee		$35
39	**Passport & Card**		
40	Passport Fee**	Age 16 and over	$160
41	Passport Fee**	Under age 16	$115
42	Execution Fee		$35
43	**Expediting Fee (Book only)**		$60
44	**File Search Fee**		$150
45	**1-2 Day Delivery Return Fee**		$18.32
46	**Overnight Delivery Fee to Agency.**		Current US Postal Rate
47	**BUSINESS LICENSES**		
48	Fees paid through the Department of Revenue: **https://secure.dor.wa.gov/home/**		
49	**CEMETERY**		
50	**Casket Burial**	Coordination, Excavation; Liner and Installation; Casket Placement; Backfill and compaction; Landscaping	$1,500
51	**Tent For Service In The Rain**	Set Up The Tent, Take Down, Dry in the Warehouse	$200
52	**Vault**		Actual cost
53	**Saturday Service Fee**	Additional Charge to be Added to Burial Costs	$1,000
54	**Placement of Cremated Remains**	Site Measurements, Location Records, Excavation and Restoration	$200
55	**Saturday Placement of Cremated Remains**	Site Measurements, Location Records, Excavation and Restoration	$600
56	**Plot**	Per Plot	$1,500
57	**Niche Purchase**		$600
58	**Niche Remain Placement**	Open/Close; Secure and Record	$200
59	**Saturday Niche Remain Placement**	Open/Close; Secure and Record	$600
60	**Headstone Placement**	Excavation and Setting According to Cemetery Standards. Normal up to 44" x 20" (880 sq. in.)	$250
61	**Headstone Placement-Large**	Larger than 44"x20" (example 45"x21") 45x21=945 sq. in. 945-880=65 65 sq. in. x $.50=$32.50	$.50 Per Square Inch In Excess of 880 Sq. In.
62	**Exhumation**		$5,000 or Actual Contract Cost Whichever Is Greater

EXHIBIT B

63	**PARKS**		
64	**Park Use**		$250
67	**Gym Rental**	Drop In, Over 18	$3 per person
68		Sports or Special Events	$40 per hour
69		Contract Events	Per Contract
70		Cancellation Fee (24- hr Notice Required for Cancellation)	50% of Rental Fee (Min. $20)
71	**Parking fee at boat launch**	Per vehicle	$5
72	**Annual parking pass - Lake Sawyer**	Per vehicle (non-transferable)	$60
73	**Annual parking pass - Lake Sawyer**	Per vehicle for senior citizens 65 years and older	$35
74	**Annual parking pass - Lake Sawyer**	Per vehicle for persons with a valid State of Washington Disable Vehicle Permit	$35
75	**Lost parking pass replacement or change in vehicle**		$10
76	**MISCELLANEOUS FEES**		
77	**Methods of Release of Records**		
78	**Inspection of Records**	Inspection of agency records on agency public internet website or scheduled at agency	No Fee
79		Access or downloading records posted on City's public internet website	No Fee
80	**Standard Copies of Physical Records**		
81		8.5 x11 black and white or color	$0.15 per printed page
82		8.5 x 14 black and white or color	$0.15 per printed page
83		11 x 17 black and white or color	$0.15 per printed page
84		Outsourced Copies any size	Actual Cost *
85		Large Forma Plan and Maps	Actual Cost *
86	**Electronic Records**		
87		Use of FTP or Cloud drive service or emailing records	$0.10 per gigabyte; no charge if less than 1 GB or $0.05 per every 4 files
88		Scanning physical records to electronic format	$0.10 per page (single or double-sided)
89		USB or other Storage Device	Actual Cost*
90		Video or Audio Tape Reproduction	Actual Cost*
91	**Mailing Physical Records or Storage Devices**	Mailing of physical records or electronic records on storage device	Cost of device plus the actual cost of envelope and postage
92	**Customized Service**	Data Compilations prepared or access as a customize service (cost is in addition to copy fees above)	Actual Cost*
93		Copy charges above may be combined to the extent more than one type of charge applies to copies released in response to a particular records request.	
94		*Actual cost my fluctuate based on current purchase prices.	

EXHIBIT B

95	**Photocopying**	Materials copied on the copier on legal, letter or ledger size paper (includes packet material, ordinances, resolutions, minutes, contracts, etc.	$.15/page
96	**Transcription Preparation**	Staff Time	Actual cost
97		Deposit	$300
98	**City Clerk Certification of Documents**	Per page	$1
99	**King Co. Recording Fee**	Per page, pass through King County fees	Actual cost from King County
100	**Return check fee/NSF Fee**		$35
101	**Public Notice Boards (BDMC 18.08)**		Actual Cost
102	**Newspaper Advertising**		Actual Cost
103	**Liquor Use Permit**		$25
104	**Maps & Plans**		
105		Oversized 18 x 24 or larger (Black and White)	$5
106		Color	$7
107		11 x 17	$3
108	**Code/Comprehensive Planning Documents Reproduction**		
109	**Zoning Code**		Actual Cost
110	**Comprehensive Plan**		Actual Cost
111	**Water Comprehensive Plan**		Actual Cost
112	**Sewer Comprehensive Plan**		Actual Cost
113	**Engineering Design and Construction Standards/Guidelines**		$100
114		Each Section	$10
115	**Municipal Code**		Actual Cost
116	**Technology Fee**	The technology fee for permit tracking software costs is applied to all applications	$45 + $3 per $10,000 in project valuation

EXHIBIT B

118	**CITY STAFF RATES**		
119	All rates are per hour		
120	**City Administrator**		$94
121	**Assistant City Administrator/City Clerk/Human Resources Manager**		$84
122	**Deputy City Clerk**		$51
123	**Finance Director**		$81
124	**Deputy Finance Director**		$60
125	**Senior Accountant**		$54
126	**Community Development Director/Natural Resources Director**		$81
127	**Permit Technician Supervisor**		$54
128	**Permit Technician**		$47
129	**Economic Development Director**		$78
130	**Building Official/Code Official**		per contract
131	**Building Plans Examiner**		per contract
132	**Fire Plan Checks/ Inspector Fees**		per contract
133	**Public Works Director**		$81
134	**Public Works Administrative Assistant III**		$51
135	**Capital Project/Program Manager**		$68
136	**Utilities Supervisor**		$76
137	**Utility Operator**		$48
138	**Utility Worker**		$45
139	**Seasonal Worker**		$22
140	**Facilities Coordinator**		$52
141	**Police Chief**		$89
142	**Police Commander**		$84
143	**Police Officer with vehicle**		$85
144	**Senior Planner**		$68
145	**Information Services**		per contract
146	**MDRT Inspector/ Construction Superintendent**		$78
147	**MDRT Senior Planner**		$68
148	**Clerical Staff**		$31
149	**Engineer**		per contract
150	**City Attorney**		per contract
151	**Landscape Architect**		per contract
152	**Consultant Planner**		per contract
153	**Other Consultants/Contract.**		$1,000 Deposit Actual cost
154	**Hearing Examiner**	Hearing Fee	$225/hr
155		Actual Costs	Actual Cost

EXHIBIT B

156	**PLANNING/LAND USE**		
157	**Preliminary Plat**	Base Application Fee	$2,388
158		Per Lot Charge	$100
159		Public Works Per Lot Charge	$100
160		Plat Revision	$1,812
161		Time Extension - 1 year	$1,050
162	**Final Plat**	Base Application Fee	$4,238
		Plat Alteration	$1,812
163		Public Works Engineering Review Per Lot Charge	$100
164	**Binding Site Plan**	Base Application Fee	$2,918
165		Public Works Engineering Review	$1,945
166	**Preliminary Short Plat**	Base Application Fee	$1,944
167		Public Works Base Application Fee	$1,944
168	**Short Plat Revision**		$1,944
169	**Final Short Plat**	Application Fee	$1,040
170		Public Works Engineering Final Review	$100/lot
171	**Lot Line Adjustment**	Application fee	$1,019
172		Public Works Engineering Final Review	$152
173	**Lot Line Elimination**	Application Fee	$442
174		Public Works Engineering Final Review	$152
175	**Master Planned Development**	Application Fee	$26,250
176		Per Acre charge	$100
177	**Development Agreement**	Application Fee	$1,575
178		Staff Review Time	Staff hours
179	**Annexation**		$10,000 deposit, cost
180	**Postage**		Actual Cost
181	**Conditional Use Permit**	Application Fee	$2,918
182		Public Works Engineering Review	$500
183	**Conditional Use Permit - Administrative**		$1,459
184	**Variance**	Single Family Lot	$1,944
185		All Others	$2,384
186	**Variance - Administrative**		$1,504
187	**Accessory Dwelling Unit**		$1,064
188	**Shoreline Exemption**		$487
189	**Shoreline Substantial Development**		$2,824
190	**Shoreline Variance**		$2,824
191	**Shoreline Conditional Use**		$2,824
192	**Site Plan Review**		$2,824
193		Public Works Engineering Review Per Acre	$100
194	**Comprehensive Plan Amendment**	Application Fee	$2,734
195	**Text Amendment, Title 16-19**	Application Fee	$2,734
196	**Rezone**	Application Fee	$2,734
197	**SEPA Checklist**		$597
198	**Additional Reports**	For Each Additional Study	$267
199	In the review of a land-use permit application, including but not limited to environmental (SEPA) review, the City may determine that such review requires the retention of professional consultant services. In addition to the above development fees that an applicant is required to submit, the applicant shall also be responsible for reimbursing the City for the cost of professional consultant services if the City determines that such services are necessary to complete its review of the application submittal. The City may also require the applicant to deposit an amount with the City, which is estimated, at the discretion of the Community Development Director, to be sufficient to cover anticipated costs of retaining professional consultant services and ensure reimbursement to the City for such costs.		

EXHIBIT B

200	**Environmental Impact Statement**	Per consultant contract	Contract
201	**Appeal of Administrative Decision, SEPA Decision, and/or Notice of Violation Fee (filing fee is $690.00, which must be paid before the appeal deadline)**	Where the appellant prevails in the appeal, reimbursement may be requested of the City.	$690
202	**Temporary Use Permit**	Application Fee	$532
203	**Transfer Development Rights**	Application Fee	$525
204		per development credit	$50
205	**Treasured Place Status**		$263
206	**Reasonable Use Exception**	Application Fee	$487
207	**Sensitive Areas Permit**	Application Fee	$1,147
208	**Sensitive Area Utility Exception**	Application Fee	$1,050
209	**Formal Code Interpretation / Lot Status**	Application Fee	$487
210	**Pre-Application Meeting**	1 hour meeting/review	$267
211		Additional Meetings	Staff time
212	**Hearing Examiner**	Hearing Fee	$1,800
213		Plus Examiner Costs	Actual Cost
214	**Public Notice Boards**	Per BDMC 18.08	Actual Cost
215	BDMC 2.62.012 may require the posting of a deposit and payment of actual city costs for certain permits.		
216	**Late Fee (If not paid within 30 days of invoicing)**	Per Month	$25
217	**SIGNS, TREES, FIREWORKS, AND SPECIAL EVENT PERMITS**		
218	**Wall/Awning, electric**		$225
219	**Wall/Awning, non-electric**		$205
220	**Freestanding/Ground/Monument, non-electric**		$245
221	**Freestanding/Ground/Monument, electric**		$265
222	**Street Signs Charge**	Sign Post	Actual Cost
223		Installation	$138
224	**Tree Permit**	Level 1 application fee	$267
225		Level 2 application fee	$487
226		Exemption Review	$110
227	**Fireworks Display**	Plan review and inspection fee	per contract
228	**Temporary Fireworks Stand**	Permit fee	$100
229		Removal bond-refundable	$750
229	**Special Event Permit**		$100
	Deposit required for events over 150 people		Amount set by size/length of event ($500-$10,000)

EXHIBIT B

230	**BUILDING PERMIT FEES**		
231	On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the Fee Schedule as established by the applicable governing authority. The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment, and permanent systems. If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official.		
232	**General**		
233	**Total Project Valuation**	$1.00 to $500	$35
234		$501 to $2,000	$35 for first $500 plus $7 for each additional $100 or fraction thereof up to and including $2,000
235		$2,001 to $25,000	$140 for first $2,000 plus $17 per each additional $1,000 or fraction thereof up to and including $25,000
236		$25,001 to $50,000	$531 for the first $25,000 plus $14 for each additional $1,000 or fraction thereof, to and including $50,000.
237		$50,001 to $100,000	$881 for the first $50,000 plus $13 for each additional $1,000 or fraction thereof, to and including $100,000.
238		$100,001 to $500,000	$1,531 for first $100,000 plus $13 per each additional $1,000 or fraction thereof up to and including $500,000
239		$500,001 to $1,000,000	$6,731 for first $500,000 plus $9 per each additional $1,000 or fraction thereof up to and including $1,000,000.
240		$1,000,000 and Up	$11,231 for the first $1,000,000 plus $9 per each additional $1,000 or fraction thereof.
241	**Building Plan Review Fee (State surcharges may apply)**		65% of permit fee, see above Based on project valuation per ICC Current Valuation Table
242	**Other Inspections and Fees**		$138 Per Hour
243	**Change of Use**	Permit fee and plan review fee (65% of permit fee)	Based on project valuation per ICC Current Valuation Table
244	**Tenant Improvement**	Permit fee and plan review fee (65% of permit fee)	Based on project valuation per ICC Current Valuation Table
245		Annual fire inspection	Per contract
246	**Re-Roof permit Residential**	Permit fee	$138
247	**Re-Roof permit Commercial/MF**	Permit fee and plan review fee (65% of permit fee)	Based on project valuation per ICC Current Valuation Table
248	**Miscellaneous Permit**	Permit fee	$100 deposit and actual cost
249	**Working Without a Permit**	Permit fee	Double required permit fees
250	**Temporary Certificate of Occupancy**		$263
251	**Permit Expiration Extension**	Per BDMC	50% of Permit Fee
252	**Application Extension**	90-day extension	$50
253	**Consultant/Peer Review**	Consultant fees	per contract
254	**Coal Mine Hazard Report Review**		$138
255	**Inspections outside of normal business hours (minimum 2 hours)**		$240
256	**Re-Inspection fees / Lost Inspection Cards**		$138
257	**Inspections for which no fee is specifically indicated**		$138 per hour, minimum charge, one hour

258	**Additional plan review due to additions or revisions to plans**		$130 per hour, minimum charge, one hour
259	**Additional plan review due to Deferred Submittals**		$130 per hour, minimum charge, one hour
260	**For use of outside consultants for plan checking and inspections or both**		Actual cost
261	**Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, equipment, hourly wage and fringe benefits of the employees involved.**		Actuals
262	**Demolition Permit**	Permit fee and deposit + PW fees for inspections, as applicable	$120 permit, $1000 deposit
263	**Manufactured Home Placement/Relocation Permit**		$250
264	**Registered Plan Submittal Fees**		
265	Base Plan	No permit fee assessed	Plan review fee based on valuation
266	Site Specific Plan(s)		Permit fee + plan review fee of 30% building permit fee

EXHIBIT B

267	**MECHANICAL**		
272	**Commercial Permit Valuation Table**		Permit Fee
273	*Commerical Mechanical Permits are stand-alone permits only	$1 - $500	$141
274		$501 - $2,000	$141 for first $501, plus $3 for each additional $500 up to $2000
275		$2,001 - $25,000	$186 for first $2001, plus $11 for each additional $1000 up to $25,000
276		$25,001 - $50,000	$439 for first $25,001 plus $10 for each additional up to $100,000
277		$50,000 - $100,000	$689 for first $50,001 plus $8 for each additional up to $100,000
278		$100,000 +	$1089 for first $100,001 plus $17 for each additional thereof
	Commercial Mechanical Plan Review Fee		65% of permit fee, per Valuation Table above
268	**Residential Mechanical Permit Review Combined in a Building Permit**	Permit Fee	$250
269		~~Permit Review Fee.~~ This fee was combined into the permit fee so that the fee is combined into one.	~~$50~~
270	**Residential Stand-Alone Permit**	Permit Fee	$138
	The following fixture counts are collected for stand alone residential mechanical permits only		
281	For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories or for which no other fee is listed in the table.		$14
282	Furnaces	For the installation or relocation of forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance up to and including 100,000 btu/h (29.3kW)	$25
283		For the installation or relocation of forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3kW)	$25
284		For the installation or relocation of each suspended heater, recessed wall heater or floor mounted unit heater	$26
285	Appliance Vents	For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	$23
286	Repairs or Additions	For the repair of, the alternation of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of	$17

287	Compressors and Absorption Systems	For the installation or relocation of each Residential compressor to and including 3 horsepower (10.6kW) or each absorption system to and including 1,000,000 BTU/h	$22
288		For the installation or relocation of each Residential compressor over 3 horsepower (10.6kW) to and including 15 horsepower (52.7kW) or each absorption system over 500,000 btu/h (293.1kW) to and including 1,000,000 btu/h (293.1kW).	$36
289		For the installation or relocation of each Commercial compressor over 15 horsepower (105kW) to and including 20 horsepower (176kW) or each absorption system over 1,000,000btu/h (293.1kW) to and including 1,750,000 btu/h (512.9kW).	$51
290		For the installation or relocation of each Commercial compressor over 30 horsepower (105kW) to and including 50 horsepower (176kW) or each absorption system over 1,000,000btu/h (293.1kW) to and including 1,750,000 btu/h (512.9kW).	$73
291		For the installation or relocation of each Commercial compressor over 50 horsepower (176kW), or each absorption system over 1,750,000 btu/h (512.9kW)	$120
292	Air Handlers	For each air handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto (Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance cooling system, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.	$15
293		For each air-handling unit over 10,000 cfm (4719 L/s)	$26
294	Evaporative Cooler - Commercial	For each evaporative cooler other than a portable type.	$15
295	Ventilation and Exhaust	For each ventilation fan connected to a single duct	$12
296		For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	$15

297		For the installation of each hood which is served by a mechanical exhaust, including the ducts for each hood.	$15
298	Incinerators	For the installation or relocation of each domestic-type incinerator	$26
299		For the installation or relocation of each commercial or industrial type incinerator	$30
300	Gas Piping	1-5 outlets	$15
301		For each additional outlet over 5	$6
302	Hazardous process piping system (HPP)	1-5 outlets	$10
303		For each additional outlet over 5	$6
304	Miscellaneous	1. Inspections outside of normal business hours, per hour (minimum charge 2 hours)	$240
305		2. Inspections for which no fee is specifically indicated, per hour	$138
306		3. Revisions to plans or to plans for which an initial review has been completed (minimum charge one hour)	$130

EXHIBIT B

307	**PLUMBING**		
312	**Commercial Permit Valuation Table**		
313		$1 - $500	$141
314		$501 - $2000	$141 for first $501 plus $3 for each additional $500 up to $2000
315		$2,001 - $25,000	$186 for first $2001 plus $11 for each additional $1000 up to $25,000
316		$25,001 - $50,000	$439 for first $25,001 plus $10 for each additional $1000 up to $100,000
317		$50,001 - $100,000	$689 for the first $50,001 plus $8 for each additional $100 up to $100,000
318		$100,000	$1,089 for the first $100,001 plus $17 for each additional $1000 thereof
	Commercial Plumbing Permit Review Fee		65% of permit fee, see above Valuation Table
	Residential Plumbing Permit Review Combined in a Building Permit	Permit Fee	$250
		~~Permit Review Fee.~~ This fee was combined into the permit fee so that the fee is combined into one.	~~$50~~
	Residential Stand-Alone Permit		$138
319	The following fixture counts are collected for stand alone residential mechanical permits only.		
320	For each additional plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and back flow protection thereof.		$12
321	For each building sewer and each trailer park sewer		$23
322	For each water heater and/or vent		$10
323	For each industrial waste pretreatment interceptor including its trap and vent except kitchen-type grease interceptors functioning as fixture traps.		$25
324	For each installation, alteration or repair or water piping and/or water treatment, each		$25
325	For each repair or alteration of a drainage or vent piping, each fixture		$12
326	For atmospheric-type vacuum breakers not included in item 9:	1-5 units	$10
327		For each additional unit over 5	$6
328	For initial installation and testing for a reclaimed water system		$40
329	For each annual cross-connection testing of a reclaimed water system (excluding initial test)		$40
330	For each medical gas piping system service one to five inlet(s) for a specific gas		$75
331	For each additional medical gas inlet(s)/outlet(s)		$10

EXHIBIT B

332	**FIRE PERMITS**		
333	**Commercial Building Permit**	Plan review and inspection fee	per contract
334	**Multi-family Building Permit**	Plan review and inspection fee	per contract
335	**Single-family Building Permit**	Plan review and inspection fee	per contract
336	**Annual Code Enforcement Inspection**		per contract
337	**Final and correction inspections**		per contract
338	**Fire Permit**	Base fee	$105
339	**Fire Sprinkler/Alarm Sys. Rev**	Plan review and inspection fee	per contract
340	**Fuel/Oil Tank Decommission/Remove**	Base permit fee	$138
341		Plan review and inspection fee	per contract
342	**LPG Tanks**	Base Permit Fee	$126
343		Tank Under 125 gal.	$46
344		126-500 gal.	$74
345		501 and up, additional	$100
346		Each 500 gal additional	$126
347	**PUBLIC WORKS**		
	Civil Plan	Engineering Plan Review Fee	$4000 base fee + $400 /sheet for first 10 sheets; $350/sheet for next 5 sheets; $200/sheet for 16+ sheets
348	As-Built Review Fee		$210
349	Plan Change Request	Amending an approved permitted civil plan set	$200
350	Standards Deviation	Engineering Alternative Methods Request (per item)	$263
352	Stormwater Tech Report Review		$5,000
353	Geotechnical Report Review Minor		$3,650
354	Geotechnical Report Major		$6,000
355	Admin and Clerical Fee		$1,439
356	Inspection Fee		3% of total infrastructure construction cost public and private
357	**Driveway (standalone)**	Expansion and new	$250
358	**UTILITIES**		
359	**Meter Testing Charge**	One hour	$76
360	**Lifeline Utility Relief Rate**	City Water, Sewer and Stormwater only (excluding KC Metro)	50%
361	**Delinquency Notice**		$10
362	**Door Hanger w/Shut Off/Turn On**	During Working Hours 8-5	$45
363	**Customer Requested Turn Off**	After Working Hours	$175
364	**3/4" Meter Rental/Water Purchase**	Collect Deposit, Rental fee, and Water Purchase	Deposit $150
365	See BDMC 13.04.280	Base Rental Fee Plus Double the Current Water Rate	Rental per day $15
366		Base Rental Fee Plus Double the Current Water Rate	Rental per week $60
367		Base Rental Fee Plus Double the Current Water Rate	Rental, per month $150
368		Administrative time, Field coordination, Backflow testing certification	$100

364	**2" Meter Rental/Water Purchase**	Collect Deposit, Rental fee, and Water Purchase	Deposit $1,000
365	See BDMC 13.04.280	Base Rental Fee Plus Double the Current Water Rate	Rental per day $25
366		Base Rental Fee Plus Double the Current Water Rate	Rental per week $100
367		Base Rental Fee Plus Double the Current Water Rate	Rental, per month $250
368		Administrative time, Field coordination, Backflow testing certification	$150
369	**4" Meter Rental/Water Purchase**	Collect Deposit, Rental fee, and Water Purchase	Deposit $2,000
370	See BDMC 13.04.280	Base Rental Fee Plus Double the Current Water Rate	Rental per day $500
371		Administrative time (1 hour), Field coordination (1 hour), Backflow testing certification ($50)	$225
372	**Chlorination Injector Pump Rental**	Collect Deposit and Rental Fee	Deposit $2,000 Rental per day $500
373	**Chlorination Injector Pump Associated Costs**	Administrative time and field coordination	$150
374	**Non-Account Water Purchase**		Double the Current Water Rates
375	**Emergency Repair**	Working hours-if prior locate	Time and Materials
376		Working hours-if no locate requested	3 x Time and Materials
377		After hours, if prior locate	1 1/2 Time and Materials
378	**CLEAR & GRADE**		
379	The Clearing and Grading permit shall be calculated by adding applicable amounts from Clearing and Grading Fee Tables. *Covers Civil Construction Permit Inspections.		
380	Clearing Area	<1 ac	$680
381		1-10 ac	$680-$1,112
382		11-40 ac	$1,112-$2,702
383		41-120 ac	$2,702-$3,352
384		>120 ac	$4,452
385	Grading Volume	0-100 cy	$0
386		101-1,000 cy	$432-$720
387		1,001-10,000 cy	$720-$2,160
388		10,001-100,000 cy	$2,160-$4,860
389		>100,000 cy	Time + Expense
390	Plan Revision Fee		$138 plus hourly fee

EXHIBIT B

391	**STREET FEES**		
392	**Public Works-Streets**		
393	**Right-of-Way Use Permit Type A**	Base Amount PW Fee	$60
394		2 inspections and 1/2-hour City Review	$263
395	**Right-of-Way Use Permit Type B**	Base Amount PW Fee	$60
396		2 inspections and 1/2-hour City Review	$263
397	**Right-of-Way Use Permit Type C**	Base Amount PW Fee	$60
398		2 inspections and 1/2-hour City Review	$187
399		Enforcement Fee (Up to 40 sq. ft. and in one location)	$120 per year
400	**Right-of-Way Use Permit Type D**	Base Amount PW Fee	$60
401		2 inspections and 1/2-hour City Review	$187
402	**Right-of-Way Extra Inspection**	1 hour minimum	$138
403	**Right-of-Way Extra City Staff Review**	1 hour minimum	$138
404	**Failure to call for inspection**		$50
405	**Right of Way - Work Without a Permit**		Double Permit Fee
406	**Street Cleaning**		Actual cost
407	**Right-of-Way Vacations Processing**	Application Fees	$1,000
408	**ULID or LID**	City Costs	Actual cost
409	**WATER**		
410	**Water Connection Fee**	Per BDMC 13.04.295	Per BDMC 13.04.295
411	**Drop In Meter Charges**	City Installed	Cost of meter + $500
412	5/8-3/4" meter	City Installed	Cost of meter+ $500
413	1" meter	City Installed	Cost of meter + $500
414	1 1/2" meter	City Installed	Cost of meter + $500
415	2” meter	City Installed	Cost of meter + $500
	3" meter and larger	City Installed	Cost of meter + $750
416	**Cross Connection Control - Review of Proposed Backflow Device if needed**	Per Occurrence	$138
	Back Flow Device Inspection		$138
417	**In-Fill Lots Installation of Water Service Charges**	Homeowner Incurs ALL Costs, Plus Deposit per BDMC 13.040.050	Deposit $1,000
418	**Water Service Line Review/Inspection Fee**		$138
419	**Unauthorized connection fine**	No Meter Present or Bypassing	$1,200
421	**Water Investigation Needs Report**	Residential (Not required for lots within approved city subdivisions and short plats)	$105
422		Multi-Family, Commercial, Industrial, Public	$210
423	**Hydraulic Model for Water System**	Note: Some applications will require the use of outside consultants. See BDMC 2.60.050	Actual cost
424		Deposit	$500
425	**Water Equipment and Parts**		Actual cost

EXHIBIT B

426	**SEWER**		
427	**Grease Interceptor**	Per Occurrence	$138
428	**Reinsertion Fee**	Per Occurrence	$138
429	**Sewer Connection Fee**		Per BDMC 13.20.080
430	**Sewer Investigation Certificates**	Residential	$138
431		Multi-Family, Commercial, Industrial, Public	$300
432	**Side Sewer Review/Inspection**		$138
433	**Sewer Video Inspection**		$138 labor & admin + $30 camera fee
434	**Inspections for which no fee is specifically indicated**	Witness corrections following failed inspection, documenting proper installation, etc.	$69/hour, minimum charge, 2 hours
435	**Engineered Hydraulic Flows to Sewer System**	Deposit Cost	Deposit $1,000
436	**STORMWATER**		
437	**Stormwater Drainage**	Plan Review-per single family lot	$138
438	**Stormwater Downspout Inspection**	Inspection per single family lot	$138
439	**Stormwater Footing Drain Inspection**	Inspection per single family lot	$138
440	**Stormwater Infiltration Inspection**	Inspection per single family lot	$138
441	**Oil Water Separator**	Per Occurrence	$138
442	**Commercial Storm Water System Inspections**	Per Inspection	$138
443	**OTHER INSPECTIONS & FEES**		
444	**Public Works Final Inspection Building Permit**	Inspect meter, sewer clean out, driveway, stormwater, damage to public sidewalks, removal of TESC etc.	$238
445	**Deviation of Public Works Standards**	Application Fee	$300
446	**Traffic Engineer Review Fees**	Note: Some applications will require the use of outside consultants. See BDMC 2.60.050	Actual Cost
447		Deposit	As Per BDMC
448	**Traffic Admin Determination Fee**		$162
449	**Review of Resubmitted/Reinspection**	Per Occurrence	$138
450	**Inspections Outside Business Hours**		Time + Expense
451	**Equipment Fee w/o Operator**	City Dump Truck	$75/hour
452		City Vehicle	$50/hour
453		City Backhoe	$75/hour
454		Miscellaneous Small Utility Equipment	$30/hour
455		Shoulder Mower	$75/hour
456		Riding Mower	$30/hour
457		Parts	Actual Cost
458	**Temporary Erosion Sediment Control**	Per Inspection	$176
459	**Temporary Erosion Sediment Control Plan Review**		$35
460	**Site Stabilization**		$138
461	**Water Service Line Capping**		$138
462	**Sewer Service Capping**		$138
463	**Inspections outside of normal business hours (minimum 2 hours)**		$240
464	**Re-inspection fee**		$138
465	**Inspections for which no fee is specifically indicated**		$138
466	**Additional plan review required by changes, additions or revisions to approved plans (minimum charge one-half hour)**		$130

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:	Agenda Date: February 16, 2023	AB23-012
Ordinance amending BDMC Chapter 15.04 technical codes, including building code amendments	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	X
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): n/a	Police – Chief Kiblinger	
Fund Source:	Public Works – Scott Hanis	
Timeline:	Court – Stephanie Cantu	

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

Attachments: Proposed Ordinance; Attachment A revisions to BDMC Ch. 15.04

SUMMARY STATEMENT:

State law requires cities to adopt state technical codes, including building, residential, mechanical, fire, plumbing, and other related uniform codes developed by international bodies and the state building code council, subject to local technical amendments specific to Black Diamond.

The Black Diamond Municipal Code (BDMC Ch. 15.04) follows state law and automatically incorporates updates to these technical codes when adopted by the state legislature. However, because BDMC 15.04 has not been updated since 2010, it contains some out-of-date language and is missing current references, which may cause confusion in interpretation. This ordinance includes recommendations from the City's Building Official and is intended to harmonize the BDMC with current language in the state-adopted technical codes and streamline the BDMC for easier use and application. This ordinance also includes related housekeeping amendments.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Ordinance No. 23-1191, amending Chapter 15.04 Technical Codes; providing for severability; and establishing an effective date.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
February 16, 2023		

ORDINANCE NO. 23-1191

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AMENDING BDMC CHAPTER 15.04, TECHNICAL CODES ADOPTED; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, RCW 19.27.031 expressly requires the City of Black Diamond to adopt state building, residential, mechanical, fire, plumbing, and related uniform codes; and

WHEREAS, current provisions of Chapter 15.04 of the Black Diamond Municipal Code (BDMC) adopt and rely upon various state and national codes, which have been superseded by statewide amendments (2018 and 2020 editions), effective February 1, 2021; and

WHEREAS, Chapter 15.04 BDMC was last amended in 2010; and

WHEREAS, state and national building code and related technical code amendments are automatically adopted into the BDMC without necessitating separate adoption of the specific 2018 and 2020 amendments to the state and national codes by reference, the BDMC could benefit from streamlining the provisions for clarity and adopting additional housekeeping amendments;

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

Section 1. Adoption of Amendments to BDMC Chapter 15.04. Chapter 15.04, Technical Codes Adopted, of the Black Diamond Municipal Code is hereby amended as set forth in Attachment A hereto.

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

Section 3. Effective Date. This Ordinance, or a summary hereof, shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND AT A REGULAR MEETING THEREOF ON THE 16TH DAY OF FEBRUARY, 2023.

____
Mayor Carol Benson

ATTEST:

____
Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

____
David Linehan, City Attorney

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

Attachment A

Chapter 15.04 TECHNICAL CODES ADOPTED

15.04.010 Chapter scope.

This chapter establishes the administrative, organizational, and enforcement rules and regulations for the adopted technical codes as amended pursuant to this chapter.

15.04.020 Purpose.

The state legislature has established the state building code applicable throughout all cities and counties in the state of Washington for the purpose of promoting the health, safety, and welfare of the occupants or users of buildings and structures and the general public. The purpose of the codes adopted herein is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of these codes. The provisions of Chapter 15.04 shall not be deemed to nullify any provisions of local, state or federal law.

Accordingly, this chapter is designed to effectuate the following purposes, objectives, and standards of the state building code:

A. To require minimum performance and prescriptive standards and requirements for construction and construction materials, consistent with accepted standards of engineering, fire and life safety;

B. To require standards and requirements in terms of performance and nationally accepted prescriptive standards;

C. To permit the use of modern technical methods, devices and improvements;

D. To eliminate restrictive, obsolete, conflicting, duplicating and unnecessary regulations and requirements which could unnecessarily increase construction costs or retard the use of new materials and methods of installation or provide unwarranted preferential treatment to types or classes of materials or products or methods of construction;

E. To provide for standards and specifications for making buildings and facilities accessible to and usable by physically disabled persons; and

F. To consolidate within each authorized enforcement jurisdiction, the administration and enforcement of building codes.

15.04.030 ~~State building~~Technical codes adopted.

A. State building code. The state building code, as adopted by State of Washington Building Code Council pursuant to Chapters 19.27 and 70.92 of the Revised Code of Washington and Title 51 of the Washington Administrative Code, ~~is made a part hereof, as though fully set forth in this chapter, and~~ is hereby adopted, as further amended herein, as the City of Black Diamond

Building Code, and shall consist of the following codes which are also hereby adopted by reference~~.~~:

1. The International Building Code, published by the International Code Council, Inc. and as adopted and amended from time to time and made a part of the state building code by the Washington State Building Code Council, and including Appendices E, H, I, and J thereto;

2. The International Residential Code, published by the International Code Council, Inc. and as adopted and amended from time to time and made a part of the state building code by the Washington State Building Code Council, including Appendices F and U thereto;

3. The International Mechanical Code, published by the International Code Council, Inc. and as adopted and amended from time to time and made a part of the state building code by the Washington State Building Code Council, including the International Fuel Gas Code and the National Fuel Gas Code, published by the International Code Council, Inc., except that the standards for liquified petroleum gas installations shall be NFPA 58 (Storage and Handling of Liquified Petroleum Gases) and ANSI Z223.1/NFPA 54 (National Fuel Gas Code);

4. The International Fire Code, published by the International Code Council, Inc. and as adopted and amended from time to time and made a part of the state building code by the Washington State Building Code Council, including the Appendices Chapters B, C and D, and those standards of the National Fire Protection Association specifically referenced in the International Fire Code: Provided that, notwithstanding any wording in this code, participants in religious ceremonies shall not be precluded from carrying hand-held candles;

5. Except as provided in RCW 19.27.170, the Uniform Plumbing Code and Uniform Plumbing Code Standards, published by the International Association of Plumbing and Mechanical Officials and as adopted and amended from time to time and made a part of the state building code by the Washington State Building Code Council: Provided that, any provisions of the Uniform Plumbing Code and Uniform Plumbing Code Standards affecting sewers or fuel gas piping are not adopted; and

6. The rules adopted by the council establishing standards for making buildings and facilities accessible to and usable by the physically disabled or elderly persons as provided in RCW 70.92.100 through 70.92.160, as now or hereafter amended.

B. The International Existing Building Code, as published by the International Code Council, Inc., as adopted and amended from time to time by the Washington State Building Code Council pursuant to Chapters 19.27 and 70.92 of the Revised Code of Washington and Title 51 of the Washington Administrative Code, is hereby adopted as the Existing Building Code of the City of Black Diamond, and made a part hereof as though fully set forth in this chapter.

C. The International Property Maintenance Code, as published by the International Code Council, Inc., as adopted and amended from time to time by the Washington State Building Code Council pursuant to Chapters 19.27 and 70.92 of the Revised Code of Washington, Title 51 of the Washington Administrative Code, Section 101.4.4 of the International Building Code is hereby adopted, as further amended herein, by the City of Black Diamond, and made a part hereof as though fully set forth in this chapter.

D. The Washington State Energy Code, including the Washington State Energy Code-Commercial and the Washington State Energy Code-Residential as set forth at Chapters 51-11C and 51-11R of the Washington Administrative Code, respectively, and all amendments thereto as adopted from time to time, is hereby adopted as the Energy Code of the City of Black Diamond, and made a part hereof as though fully set forth in this Chapter.

E. All amendments to the technical codes adopted by the Washington State Building Council from time to time are hereby, upon the effective date of such amendments, incorporated in this chapter as though fully set forth herein. In the event that any provisions of the code are renumbered, any reference in this chapter to such provision shall refer to such provision as renumbered.

15.04.040 Definitions.

Use of Words and Phrases. As used in this Chapter 15.04 BDMC, unless the context or subject matter clearly requires otherwise, the following words or phrases defined in this section shall have the indicated meanings:

~~"Building code" or "City of Black Diamond Building Code" shall mean and refer to the state building code as adopted herein and as amended pursuant to the provisions of this Chapter 15.04 BDMC.~~

~~"Buildings and construction code" shall mean and refer to the International Building Code, as amended pursuant to the provisions of this Chapter 15.04 BDMC.~~

"Building service equipment" means and refers to the plumbing, mechanical and electrical equipment including piping, wiring, fixtures, and other accessories which provide sanitation, lighting, heating, ventilation, cooling, refrigeration, firefighting, and transportation facilities essential to the occupancy of the building or structure for its designated use.

"BDMC" means the Black Diamond Municipal Code.

~~"Existing building" means a building erected prior to the adoption of this code, or one for which a legal building permit has been issued and approved.~~

~~"Fire code" shall mean and refer to the International Fire Code, as amended pursuant to the provisions of this Chapter 15.04 BDMC.~~

~~"International Building Code" shall mean and refer to those portions of the International Building Code, published by the International Code Council, Inc., as adopted and amended from time to time and made a part of the state building code by the Washington State Building Code Council pursuant to Chapters 19.27 and 70.92 of the Revised Code of Washington and Title 51 of the Washington Administrative Code.~~

~~"International Existing Building Code" shall mean and refer to the International Existing Building Code, published by the International Code Council, Inc., as adopted and amended from time to time by the Washington State Building Code Council pursuant to Chapters 19.27 and 70.92 of the Revised Code of Washington and Title 51 of the Washington Administrative Code.~~

~~"International Fire Code" shall mean and refer to those portions of the International Fire Code, published by the International Code Council, Inc., as adopted and amended from time to time and made a part of the State Building Code by the Washington State Building Code Council pursuant to Chapters 19.27~~

~~and 70.92 of the Revised Code of Washington and Title 51 of the Washington Administrative Code.~~

~~"International Fuel Gas Code and the National Fuel Gas Code" shall mean and refer to those portions of the International Fuel Gas Code and the National Fuel Gas Code, published by the International Code Council, Inc., that are made a part of the International Mechanical Code, and as are adopted and amended from time to time and made a part of the state building code by the Washington State Building Code Council pursuant to Chapters 19.27 and 70.92 of the Revised Code of Washington and Title 51 of the Washington Administrative Code.~~

~~"International Mechanical Code" shall mean and refer to those portions of the International Mechanical Code, published by the International Code Council, Inc., as adopted and amended from time to time and made a part of the state building code by the Washington State Building Code Council pursuant to Chapters 19.27 and 70.92 of the Revised Code of Washington and Title 51 of the Washington Administrative Code.~~

~~"International Property Maintenance Code" shall mean and refer to International Property Maintenance Code, published by the International Code Council, Inc., as adopted pursuant to Section 101.4.5 of the International Building Code.~~

~~"International Residential Code" shall mean and refer to those portions of the International Residential Code, published by the International Code Council, Inc., as adopted and amended from time to time and made a part of the State Building Code by the Washington State Building Code Council pursuant to Chapters 19.27 and 70.92 of the Revised Code of Washington and Title 51 of the Washington Administrative Code.~~

~~"Mechanical code" shall mean and refer to the International Mechanical Code, as amended pursuant to the provisions of this Chapter 15.04 BDMC.~~

"Mobile home" or "manufactured home" as defined by RCW 46.04.302 means a structure, designed and constructed to be transportable in one or more sections, is built on a permanent chassis, and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities that include plumbing, heating, and electrical systems contained therein.

"~~Used m~~Mobile home, used" means a mobile home, which has been previously sold at retail and has been subjected to tax under chapter 82.08 RCW, or which has been previously used and has been subjected to tax under chapter 82.12 RCW, and which has substantially lost its identity as a mobile unit at the time of sale by virtue of its being fixed in location upon land owned or leased by the owner of the mobile home and placed on a foundation (posts or blocks) with fixed pipe connections with sewer, water, and other utilities.

"Modular home" as defined by RCW 46.04.303 means a factory-assembled structure designed primarily for use as a dwelling when connected to the required utilities that include plumbing, heating, and electrical systems contained therein, does not contain its own running gear, and is mounted on a permanent foundation. A modular home does not include a mobile home or manufactured home.

"Occupancy" means the purpose for which a building, or part thereof, is used or intended to be used.

~~"Person" shall mean and refer to any individual, corporation, partnership, association, joint-stock-company, limited liability company, political subdivision, public corporation, taxing districts, trust, or any other legal entity.~~

~~"Plumbing code and plumbing code standards" shall mean and refer to the Uniform Plumbing Code and Uniform Plumbing Code Standards, as amended pursuant to the provisions of this Chapter 15.04 BDMC.~~

~~"Residential code" shall mean and refer to the International Residential Code, as amended pursuant to the provisions of this Chapter 15.04 BDMC.~~

"Shall" or "will" as used in this chapter, is mandatory.

~~"State building code" shall mean and consist of the following national model codes and the following standards, as such model codes and standards are adopted and amended from time to time by the Washington State Building Code Council pursuant to Chapters 19.27 and 70.92 of the Revised Code of Washington and Title 51 of the Washington Administrative Code:~~

~~1. The International Building Code, published by the International Code Council, Inc.;~~

~~2. The International Residential Code, published by the International Code Council, Inc.;~~

~~3. The International Mechanical Code, published by the International Code Council, Inc., including the International Fuel Gas Code and the National Fuel Gas Code, published by the International Code Council, Inc., except that the standards for liquified petroleum gas installations shall be NFPA 58 (Storage and Handling of Liquified Petroleum Gases) and ANSI Z223.1/NFPA 54 (National Fuel Gas Code);~~

~~4. The International Fire Code, published by the International Code Council, Inc., including Section 503 Fire Apparatus Access Roads, including the Appendices Chapters B, C and D, and those standards of the National Fire Protection Association specifically referenced in the International Fire Code: Provided that, notwithstanding any wording in this code, participants in religious ceremonies shall not be precluded from carrying hand-held candles;~~

~~5. Except as provided in RCW 19.27.170, the Uniform Plumbing Code and Uniform Plumbing Code Standards, published by the International Association of Plumbing and Mechanical Officials: Provided that, any provisions of the Uniform Plumbing Code and Uniform Plumbing Code Standards affecting sewers or fuel gas piping are not adopted; and~~

~~6. The rules adopted by the council establishing standards for making buildings and facilities accessible to and usable by the physically disabled or elderly persons as provided in RCW 70.92.100 through 70.92.160, as now or hereafter amended.~~

~~All amendments to the state building code adopted by the Washington State Building Council from time to time are hereby, upon the effective date of such amendments, incorporated in this chapter as though fully set forth herein. In the event that any provisions of the state building code are renumbered, any reference in this chapter to such provision shall refer to such provision as renumbered.~~

~~"State energy code" shall mean and refer to the Washington State Energy Code as set forth at Chapter 51.11 of the Washington Administrative Code, including the Washington State Residential Energy Code and the Washington State~~

~~Nonresidential Energy Code, and all amendments thereto as adopted from time to time.~~

"Technical codes" shall mean and refer to the national codes, standards and appendices ~~incorporated as part of the state building code, including without limitation, the International Property Maintenance Code, all as amended pursuant to the provisions of this Chapter 15.04 BDMC, together with the International Existing Building Code and the state energy code, all as amended pursuant to the provisions of this Chapter 15.04 BDMC~~as adopted pursuant to Section 15.04.030 BDMC.

~~"Used mobile home" means a mobile home, which has been previously sold at retail and has been subjected to tax under chapter 82.08 RCW, or which has been previously used and has been subjected to tax under chapter 82.12 RCW, and which has substantially lost its identity as a mobile unit at the time of sale by virtue of its being fixed in location upon land owned or leased by the owner of the mobile home and placed on a foundation (posts or blocks) with fixed pipe connections with sewer, water, and other utilities.~~

~~"Uniform Plumbing Code and Uniform Plumbing Code Standards" shall mean and refer to those portions of the Uniform Plumbing Code and Uniform Plumbing Code Standards, published by the International Association of Plumbing and Mechanical Officials, as adopted and amended from time to time and made a part of the state building code by the Washington State Building Code Council pursuant to Chapters 19.27 and 70.92 of the Revised Code of Washington and Title 51 of the Washington Administrative Code.~~

15.04.050 Order of precedence.

A. Except as provided in subsection (B) of this section, conflicts within the technical codes, standards and appendices shall be resolved in accordance with the provisions of Chapters 19.27 and 19.27A of the Revised Code of Washington and Title 51 of the Washington Administrative Code.

B. In the event of a conflict between the appeal and enforcement provisions contained in the technical codes and the appeal and enforcement provisions set forth at sections 15.04.230 and 15.04.240 BDMC, the provisions set forth at Sections 15.04.230 and 15.04.240 of this title shall control to the extent of the conflict.

15.04.060 Appendices.

The appendices to the national codes are not adopted as part of the building code unless specifically made a part of the state building code or specifically adopted pursuant to the provisions of this Chapter 15.04 BDMC.

15.04.070 ~~Other laws~~Reserved.

~~The provisions of Chapter 15.04 shall not be deemed to nullify any provisions of local, state or federal law.~~

15.04.080 Application of references.

References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section, or provision of this title.

15.04.090 Applicability.

Except as otherwise provided herein, this chapter shall apply to all:

A. New construction and additions; and

B. The entire building when all additions, alterations, remodels, or repairs to existing structures in which the area of the additions, alterations, or repairs exceeds more than fifty percent of the habitable area of the existing structure. In the case of a series of additions, alterations, or repair projects, this title shall become effective at the point where in any three-year period the cumulative area of additions, alterations, or repairs exceeds fifty percent of the area of the structure at the time such additions, alterations, or repairs are commenced and shall apply to the entire building.

15.04.100 Building division established.

There is established for the city, the building division that shall be under the supervision and control of the ~~city administrator~~Mayor or ~~his/her~~Mayor's designee.

15.04.110 Building official designated.

The building official, as defined in Section 104 of the International Building Code, R104 of the International Residential Code, and Section 104 of the International Mechanical Code, shall be appointed by the ~~city administrator, and in the absence of such appointment, shall be the city administrator~~Mayor or Mayor's designee.

15.04.120 Administration and enforcement.

The building official is hereby authorized and directed to enforce the provisions of the technical codes, with the exception of the fire code. The building official, with the exception of the fire code, shall have the authority to render interpretations of the technical codes and to adopt policies and procedures in order to clarify the application of their provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this chapter. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in the technical codes. Except as otherwise provided in this chapter, the provisions of this chapter shall be administered and enforced by the building official of the city.

15.04.130 Fire chief and fire marshal designated.

The chief of fire district No. 44, or the District's successor, shall be deemed to be the "chief" or "chief of the fire department" or "fire code official" for the purposes of enforcing and administering all provisions of the fire code. The fire code official shall have the authority to render interpretations of the fire code and to adopt policies and procedures in order to clarify the application of their provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this chapter. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in the technical codes. Except as otherwise provided in this chapter, the provisions of fire code shall be administered and enforced by the fire code official, provided that, the building official shall also have authority to enforce the fire code.

15.04.140 Fees.

Except as otherwise provided in this chapter, the fee for any permit issued by the city under the authority of this chapter shall be as established by the city council. Such fees shall be based on the ICC Valuation Tables as adopted by the International Code Council and adopted herein by reference, as the tables now read and as hereafter amended. A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

15.04.150 Liability.

This chapter is not intended, nor shall this chapter shall be construed, to relieve or lessen the responsibility of a person owning, building, altering, constructing, or moving a building or structure as defined in this chapter; nor shall the city or an agent thereof be held as assuming such responsibility or liability by reason of inspection authorized in this chapter, by reason of a certificate of inspection issued by the city or any of its agents, or by reason of any duty imposed under this chapter. No provision of or any term used in this chapter is intended to impose any duty upon the city or any of its officers or employees which would subject them to damages in a civil action. The building official, or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this chapter or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this chapter shall be defended by a legal representative of the city until the final termination of the proceedings. This chapter is intended for the purpose of promoting the health, safety, and welfare of the general public further not intended to create a duty to any person or individual.

15.04.160 Expiration of permit.

Notwithstanding any provision to contrary in the technical codes, every permit issued pursuant to this chapter shall become invalid unless the work on the site authorized by such permit is commenced within one hundred eighty days after its issuance, or if the work authorized on the site by such permit is suspended, abandoned or not substantially completed two years after the date the permit is issued. The building official is authorized to grant, in writing, a one-time extension of time, for a period not more than two years. The extension shall be requested in writing and justifiable cause demonstrated.

15.04.170 Suspension or revocation.

The building official is authorized to suspend or revoke a permit issued under the provisions of this chapter wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation or any of the provisions of this chapter.

15.04.180 Amendments to ~~state building~~technical codes.

~~The state building code is hereby amended as follows:~~

A. International Building Code is hereby amended as follows:

1. Group Occupancies. The International Building Code is amended by the adoption of the following occupancy groups:

Occupancy Title	Description	
Assembly	A	Social, recreational or civic gatherings of 50 or more persons
Business	B	Office, professional, social activities and related records. Education facilities past 12th grade
Educational	E	Day care for children older than 2.5 years
Factory	F	Manufacturing and industrial processes, except those that are hazardous
Hazardous	H	High potential for health or physical safety hazards. Explosives, flammables, corrosives, toxic materials
Institutional	I	Facilities where occupants cannot fully care for themselves
Mercantile	M	Mercantile sales including stocking of goods
Residential	R	People live and sleep in an unsupervised setting
Storage	S	Storage
Utility	U	Agricultural buildings, aircraft hangers, barns, greenhouses, livestock shelters, tanks and towers

B. The International Property Maintenance Code is hereby amended as follows~~.~~:

1. Notwithstanding any provision in the International Property Maintenance Code to the contrary, all appeals shall be governed by Section 15.04.230 BDMC.

2. The following sections of the International Property Maintenance Code, or the corresponding section of any updated or amended version of the International Property Maintenance Code, are removed in their entirety and are not adopted:

111	Means of Appeal
~~302.9~~	~~Defacement of property~~
~~304.2~~	~~Protective treatment~~
~~304.13.2~~	~~Operable windows~~
404.4.1	Room area
404.5	Overcrowding
404.6	Efficiency unit
604	Electrical facilities

3. ~~That portion of~~ Section 103.5 of the International Property Maintenance Code, or the corresponding section of any updated or amended version of the International Property Maintenance Code, ~~that is left for the decision of the local jurisdiction~~ shall read as follows:

> The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be set by the city council.

4. ~~That portion of~~ Section 302.4 of the International Property Maintenance Code, or the corresponding section of any updated or amended version of the International Property Maintenance Code, ~~that is left for the decision of the local jurisdiction~~ shall read as follows:

All premises and exterior property shall be maintained free from weeds or plant growth in excess of twelve (12") inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs, provided; however, this term shall not include cultivated flowers and gardens.

5. The last sentence of Section 304.9 of the International Property Maintenance Code, or the corresponding section of any updated or amended version of the International Property Maintenance Code, is not adopted so that Section 304.9 shall read only:

All overhang extensions, including but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition.

C. The International Fire Code is hereby amended as follows~~.~~:

1. Section 504.3 of the International Fire ~~c~~Code, or the corresponding section of any updated or amended version of the International Fire Code, is amended as follows:

504.3 Stairway access to roof. New buildings Three or more stories in height, except those with a roof slope greater than four units vertical and 12 units in horizontal (33.3 percent slope), shall be provided with a stairway to the roof. Stairway access to the roof shall be provided in accordance with Section 1011~~09~~.12. Such stairway shall be marked at the street and floor levels with a sign indicating that the stairway continues to the roof. Where roofs are used for roof gardens or for other purposes, stairways shall be provided as required for such occupancy classification.

~~2. Section 903.2 of the International Fire Code is amended as follows:~~

~~903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section.~~

~~Exception. Unless specifically required by another code section all non-residential occupancies shall be provided with an approved automatic sprinkler~~

~~system in buildings with a fire area in excess of 3500 square feet exclusive of fire walls.~~

15.04.190 ~~Energy code adopted~~Reserved.

~~The Washington State Energy Code, as amended in this chapter, is hereby adopted as the Energy Code of the City of Black Diamond, and made a part hereof as though fully set forth in this Chapter. All amendments to the Washington State Energy Code are hereby, upon the effective date of such amendments, incorporated in this Chapter as though fully set forth herein. In the event that any provisions of the Washington State Energy Code are renumbered, any reference in this chapter to such provision shall refer to such provision as renumbered.~~

15.04.200 ~~International Existing Building Code~~Reserved.

~~The International Existing Building Code, as amended in this chapter, is hereby adopted as the Existing Building Code of the City of Black Diamond, and made a part hereof as though fully set forth in this chapter. All amendments to the Washington State Existing Building Code are hereby, upon the effective date of such amendments, incorporated in this chapter as though fully set forth herein. In the event that any provisions of the Washington State Existing Building Code are renumbered, any reference in this chapter to such provision shall refer to such provision as renumbered.~~

15.04.210 Manufactured housing.

All manufactured homes shall be designed to support the local snow load of twenty-five pounds per square foot of ~~ground~~ roof snow load.

15.04.220 Assurance device for building permit—Requirements.

Before issuing any permit pursuant to this chapter the city may require the applicant to execute and file with the city a cash bond or other security in a form approved by the city administrator in such reasonable sum and with the securities as the building official may specify, conditioned that the applicant will pay any and all damages that may be recovered against the city by any person on account of injury to persons or property occasioned by or in any manner resulting from the issuance of the permit or by reason of any act or thing done pursuant thereto, or from the occupancy or disturbance of any street or sidewalk in the city and also to save, keep, and defend the city free from all such damages and costs as may be incurred in defending any such claim, and/or further conditioned that the applicant shall pay to the city the cost of repairing any and all damage which may be done by the applicant or his/her agents to the streets, utilities, or property of the city during or pursuant to the work covered by such permit.

15.04.230 Appeals.

A. Except as otherwise provided in this chapter, a person aggrieved by a decision or interpretation of the building official or fire code official made pursuant to this chapter, or a decision or interpretation of the city administrator pursuant to Chapter 15.28 BDMC, shall be entitled to a review of such decision or interpretation by appeal to the hearing examiner in accordance with the provisions of Chapter 2.30 (hearing examiner). Such appeal shall be in writing and must be filed with the city clerk within ten days of such decision, in accordance with Chapter 2.30 BDMC.

B. An application for appeal shall be based on a claim that this chapter or the technical codes have been incorrectly interpreted, that the provisions of this chapter or the technical codes do not apply or that an equally good or better form of construction, method of protection or safety is proposed. The hearing examiner shall have no authority relative to interpretation of the administrative provisions of this chapter nor shall the hearing examiner be empowered to waive requirements of this chapter. The appellant shall bear the burden of proof by substantial evidence on the record.

C. All references to "board of appeals" in any of the technical codes shall hereafter mean and refer to the hearing examiner.

D. Standing. Standing to bring an appeal under this chapter is limited to the following persons:

1. The applicant and the owner of property to which the permit decision is directed.

2. Another person aggrieved or adversely affected by the order, determination, or decision, or who would be aggrieved or adversely affected by a reversal or modification of the order, determination, or decision. A person is aggrieved or adversely affected within the meaning of this section only when all of the following conditions are present:

a. The order, determination, or decision has prejudiced or is likely to prejudice that person;

b. A judgment in favor of that person would substantially eliminate or redress the prejudice to that person caused or likely to be caused by the order, determination, or decision; and

c. The appellant has exhausted his or her administrative remedies to the extent required by law.

E. The appeal shall contain a clear reference to the matter being appealed and a statement of the specific elements of the building official's or fire code official's order, decision or determination disputed by the appellant.

F. The appeal will be an open record appeal hearing. The scope of the appeal is limited to the specific elements of the building official's or fire code official's order, decision or determination disputed by the appellant and the hearing examiner shall only consider comments, testimony and arguments on these specific elements.

15.04.240 Enforcement—Violations.

The provisions of this chapter shall constitute a regulation within the meaning of section 8.02.020 BDMC, a violation of which is subject to the code enforcement provisions and penalties set forth at Chapter 8.02 BDMC, as now or hereafter amended.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT: Discussion on Black Diamond Eagle's funding request to support equipment needed to be a cooling center.	**Agenda Date: February 16, 2023**	**AB23-013**
	Mayor Carol Benson	X
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note):	Police – Chief Kiblinger	
Fund Source:	Public Works – Scott Hanis	
Timeline:	Court – Stephanie Cantu	
	IT – Rob Reed	

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

Attachments: Email

SUMMARY STATEMENT:

Discussion regarding Black Diamond Eagle's funding request to support equipment needed to be a cooling center.

FISCAL NOTE (Finance Department):

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **Discussion only.**

RECORD OF COUNCIL ACTION

Meeting Date	***Action***	***Vote***
February 16, 2023		

Brenda Martinez

From: Brenda Martinez
Sent: Friday, February 10, 2023 8:42 AM
To: Brenda Martinez
Subject: FW: [Black Diamond, WA] Heating & Cooling Station (Sent by Craig Kjos (Black Diamond Eagles), craigkjos@yahoo.com)

-------- Original message --------
From: "Contact form at Black Diamond, WA" <cmsmailer@civicplus.com>
Date: 2/8/23 2:25 PM (GMT-08:00)
To: Tamie Deady <tdeady@blackdiamondwa.gov>
Subject: [Black Diamond, WA] Heating & Cooling Station (Sent by Craig Kjos (Black Diamond Eagles), craigkjos@yahoo.com)

Hello tdeady,

Craig Kjos (Black Diamond Eagles) (craigkjos@yahoo.com) has sent you a message via your contact form (https://www.blackdiamondwa.gov/user/118/contact) at Black Diamond, WA.

If you don't want to receive such e-mails, you can change your settings at https://www.blackdiamondwa.gov/user/118/edit.

Message:

Hi Tamie,

Happy New Year!

The Black Diamond Eagles presented the council with an estimate for the Heating & Cooling Station, late last year.

The bids and estimated total costs have an estimated shortfall in funding of approximately $15,000-$20,000.
(City of Black Diamond contribution = $30K + Garage Sale Proceeds = $13K = $43K | Estimated Costs = $60K = Shortfall = $17K ish)

When I attended the council meeting, I dropped of the physical estimate document. In the interim we did obtain a 2nd bid for the generator install and find the estimate is reasonable.

Has the council decided if there are additional funds to assist with the shortfall?

Thanks,
Craig Kjos