CITY OF BLACK DIAMOND

March 2, 2023 Regular Business Meeting Agenda
Council Chambers, 25510 Lawson St.
Black Diamond, WA 98010

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

Zoom link to join meeting: https://zoom.us/j/4454477047?pwd=eGxRY3ZEeU14SVM2cGRBcUxCSjdmZz09
(Note: You do not need a web cam to join the meeting, but you will need audio to hear the proceedings.)
Meeting ID: 445 447 7047 Password: Council

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

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

READING OF GUIDING PRINCIPLES:

AGENDA REVIEW AND APPROVAL:

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

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Proclamation –Chief Smith Day

CONSENT AGENDA:

1) **Claim Checks –** March 2, 2023, Check No. 52647 through Check No.52689 (void 52634) in the amount of $176,350.05

2) **Minutes –**Special Meeting of February 9, 2023, and Council Meeting of February 16, 2023

PUBLIC HEARINGS:

UNFINISHED BUSINESS:

NEW BUSINESS:

3) **AB23-014** – Resolution Awarding and Authorizing Contract with New X Inc. for the SR 169 Northern Watermain Improvement Project — Mr. Hanis

DEPARTMENT REPORTS:

MDRT – Annual Report

MAYOR'S REPORT:

COUNCIL REPORTS:

- Councilmember de Leon

- Councilmember Page
- Councilmember Deady
- Councilmember Douglass
- Councilmember Smith
- Councilmember Mulvihill

ATTORNEY REPORT:
PUBLIC COMMENTS:
EXECUTIVE SESSION:
ADJOURNMENT:

Office of the Mayor
Black Diamond, Washington

PROCLAMATION

WHEREAS, Chief Greg Smith has been a dedicated public servant throughout his career; and

WHEREAS, in his chosen career of fire service, Chief Smith as excelled by successfully exhibiting leadership at all levels of the departments served; and

WHEREAS, Chief Smith of Mountain View Fire & Rescue has been serving the citizens of Black Diamond since 2006; and

WHEREAS, I have had the good fortune to witness the good Chief Smith has done for this community. He is dedicated, passionate, engaged and working long hours to better our community; and

WHEREAS, these dedicated public servants like Chief Smith know their communities and are well respected members of the community they serve; and

WHEREAS, as a token of our appreciation I want to set aside a day in time as the day we publicly express our appreciation for his selfless service and dedication to the City of Black Diamond;

NOW, THEREFORE, I, Mayor Pro-Tem of the City of Black Diamond, do hereby proclaim March 2, 2023, as Chief Greg Smith Day in the City of Black Diamond, WA.

____
Tamie Deady, Mayor Pro-Tem

CERTIFICATION

Finance Committee Meeting **February 23, 2023**
Council Date: **March 2, 2023**

Check No.'s / EFT	Batch Name	Check / EFT Date		Amount
52634	February Void Batch	-	$	-17,149.56
52647	Early 3rd February Batch	02/08/23	$	1,045.00
52648 - 52688	3rd February Batch	03/03/23	$	178,475.80
52689	1st March Batch	03/03/23	$	13,978.81
			$	
			$	
			$	
			$	
			$	
			$	
			$	
			$	
			$	
		TOTAL	$	176,350.05

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 22, 2023 **DATE**

Register

Fiscal: 2023
Deposit Period: 2023 - March, 2023 - February
Check Period: 2023 - March - 1st March 2023 Batch, 2023 - February - February Void Batch, 2023 - February - 3rd February 2023 Batch for 03.02.2023 CM, 2023 - February - Early 3rd February Batch

Number	Name	Print Date	Clearing Date	Amount
Columbia Bank	**390562401**			
Check				
52647	Chad McGraw	2/8/2023		$1,045.00
52648	Alpine Products Inc.	3/3/2023		$3,051.91
52649	Amazon Capital Services, Inc.	3/3/2023		$1,314.91
52650	APSCO, LLC	3/3/2023		$1,573.44
52651	Big Mountain Electric, Inc	3/3/2023		$652.20
52652	Bill's Locksmith Service Inc.	3/3/2023		$7.91
52653	Black Diamond Auto Parts	3/3/2023		$160.75
52654	Blue Line Consulting, LLC	3/3/2023		$315.00
52655	Chase Goddard	3/3/2023		$9.81
52656	Christopher Chi	3/3/2023		$20.18
52657	City of Seattle	3/3/2023		$1,900.00
52658	Comcast	3/3/2023		$24.49
52659	Contech Engineered Solutions	3/3/2023		$2,001.17
52660	Cutters Supply Inc.	3/3/2023		$1,031.37
52661	DD Printing Solutions	3/3/2023		$159.80
52662	Department of Enterprise Services	3/3/2023		$790.54
52663	Department of Health	3/3/2023		$1,985.80
52664	Department of Labor & Industries - Boiler Section	3/3/2023		$59.80
52665	Ferguson Waterworks #3011	3/3/2023		$4,328.28
52666	FP Mailing Solutions	3/3/2023		$130.44
52667	H.D. Fowler Company	3/3/2023		$1,168.75
52668	Home Depot Credit Service	3/3/2023		$417.66
52669	International Institute of Municipal Clerks	3/3/2023		$185.00
52670	Johnsons Home & Garden	3/3/2023		$639.43
52671	King County Finance	3/3/2023		$27,880.58
52672	King County Finance - I-Net	3/3/2023		$1,490.00
52673	Orkin Commercial Services	3/3/2023		$1,616.37
52674	Parametrix, Inc.	3/3/2023		$19,922.50
52675	Pollardwater.com-West	3/3/2023		$4,563.56
52676	Raedeke Associates Inc	3/3/2023		$89.00
52677	RH2 Engineering Inc.	3/3/2023		$46,871.00
52678	Ron & Leo's Welding Service	3/3/2023		$228.26
52679	Scott Hanis	3/3/2023		$150.00
52680	Seattle Daily Journal of Commerce	3/3/2023		$465.60

Number	Name	Print Date	Clearing Date	Amount
52681	Somer Johnson	3/3/2023		$2,500.00
52682	Sound Publishing Inc.	3/3/2023		$949.95
52683	Sound Uniform Solutions/Bratwear	3/3/2023		$235.88
52684	Stericycle, Inc	3/3/2023		$104.83
52685	Summit Law Group, PLLC	3/3/2023		$412.50
52686	Tacoma Public Utilities	3/3/2023		$13,621.13
52687	Varius Inc.	3/3/2023		$35,400.00
52688	Water Management Laboratories, Inc.	3/3/2023		$46.00
52689	Sorci Family LLC	3/3/2023		$13,978.81
V52634	Zoom Video Communications, Inc	2/22/2023		($17,149.56)
		Total	**Check**	**$176,350.05**
		Total	**390562401**	**$176,350.05**
		Grand Total		**$176,350.05**

Voucher Directory with Transaction Date

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
Zoom Video Communications, Inc				
	V52634	**10/29/2022**	**2023 - February - February Void Batch**	
	V INV 173333505			
	Stop Payment Issued			
	310-000-011-594-18-64-00		Gen Gvt-Pc related Hardware	($17,149.56)
			Paid via Credit Card and by Check	
	Total V INV 173333505			**($17,149.56)**
	Total V52634			**($17,149.56)**
Total Zoom Video Communications, Inc				**($17,149.56)**

Vendor Count 1 **Grand Total ($17,149.56)**

Voucher Directory with Transaction Date

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
Chad McGraw			
52647	**2/8/2023**	**2023 - February - Early 3rd February Batch**	
PUB22-0095			
Permit Refund			
001-000-240-341-81-00-00		PERM - Technology Cost Recovery Fee	$45.00
		Analysis Not Required	
401-000-400-369-91-00-10		PW-Permit Consultant Deposits	$1,000.00
		Analysis Not Required	
Total PUB22-0095			**$1,045.00**
Total 52647			**$1,045.00**
Total Chad McGraw			**$1,045.00**

Vendor Count 1 **Grand Total $1,045.00**

Voucher Directory with Transaction Date

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
Alpine Products Inc.						
	52648			**1/17/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**	
		TM-214242				
			PW - Supplies			
			101-000-000-542-64-31-01		STRT - Street Signs	$131.56
					Street Signs	
		Total TM-214242				**$131.56**
	52648			**1/30/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**	
		TM-214456				
			PW - Supplies			
			101-000-000-542-64-31-01		STRT - Street Signs	$169.93
					Flagging Signs	
		Total TM-214456				**$169.93**
	52648			**2/10/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**	
		TM-214639				
			PW - Supplies			
			101-000-000-542-64-31-01		STRT - Street Signs	$2,197.77
					Street Signs	
		Total TM-214639				**$2,197.77**
	52648			**2/13/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**	
		TM-214659				
			PW - Supplies			
			101-000-000-542-64-41-02		STRT - Striping	$552.65
					Paint	
		Total TM-214659				**$552.65**
	Total 52648					**$3,051.91**
Total Alpine Products Inc.						**$3,051.91**

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

Amazon Capital Services, Inc.

Transaction Number	Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
52649		**2/15/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**		
	13JG-WCH6-7M4M				
	PW - Supplies				
	510-000-500-594-48-62-00		PW Bldg Related Impr.		$386.43
			Storage Shed		
	Total 13JG-WCH6-7M4M				**$386.43**
52649		**2/15/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**		
	19YQ-9J6F-DQ1G				
	City Hall Proj				
	310-000-002-594-18-62-03		Gen Govt - Campus Improvements		$211.95
			Combination Locks		
	Total 19YQ-9J6F-DQ1G				**$211.95**
52649		**2/16/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**		
	1GNJ-LYPL-3KKC				
	City Hall Project				
	310-000-002-594-18-62-03		Gen Govt - Campus Improvements		$17.38
			Sheet Metal		
	Total 1GNJ-LYPL-3KKC				**$17.38**
52649		**12/11/2022**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**		
	1HDT-PR36F-MWR3				
	IT - Supplies				
	001-000-145-518-80-31-00		IT - Misc. Supplies & parts		$147.81
			Thumb Drives, Key Boards, HD Cards		
	001-000-145-518-80-35-00		IT - Minor Equipment		$1,359.40
			Meeting Owl & Case		
	Total 1HDT-PR36F-MWR3				**$1,507.21**
52649		**2/16/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**		
	1KWF-RMMP-FMRM				
	CH - Supplies				
	001-000-180-518-50-31-00		CEN SVCS - Office Supplies		$62.23
			Folder, Screen Protectors, Clips		
	Total 1KWF-RMMP-FMRM				**$62.23**
52649		**2/7/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**		
	1VVQ-3NF3-1M7H				
	CD - Supplies				
	001-000-240-558-51-31-00		CD-Office Supplies only		$30.64

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
			CD - Office Supplies		
	Total 1VVQ-3NF3-1M7H				**$30.64**
	52649	**1/4/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**		
	1WNF-QKP6-6GQY ADJ				
	CH - Supplies				
	001-000-180-518-50-31-00		CEN SVCS - Office Supplies		($14.12)
			Returned Binder		
	310-000-002-594-18-62-03		Gen Govt - Campus Improvements		($1,057.80)
			Returned Stand Up Desk		
	Total 1WNF-QKP6-6GQY ADJ				**($1,071.92)**
	52649	**2/12/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**		
	1YWF-CGK7-PD7V				
	CH - Supplies				
	001-000-180-518-50-31-00		CEN SVCS - Office Supplies		$51.81
			Binder Clips, Post-its, Key Tags		
	310-000-002-594-18-62-03		Gen Govt - Campus Improvements		$119.18
			Eq City Hall		
	Total 1YWF-CGK7-PD7V				**$170.99**
	Total 52649				**$1,314.91**
Total Amazon Capital Services, Inc.					**$1,314.91**
APSCO, LLC					
	52650	**2/2/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**		
	23338 APS				
	PW - Eq Maint				
	407-000-000-535-80-48-01		SEW - Repair & Maint Shops		$1,573.44
			Lift Station Repair Parts		
	Total 23338 APS				**$1,573.44**
	Total 52650				**$1,573.44**
Total APSCO, LLC					**$1,573.44**

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

Big Mountain Electric, Inc

52651 | **2/16/2023** | **2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**

5139

CH Bldg Proj

310-000-002-594-18-62-03 | Gen Govt - Campus Improvements | $652.20

Electrical for Alarm System

Total 5139 **$652.20**

Total 52651 **$652.20**

Total Big Mountain Electric, Inc **$652.20**

Bill's Locksmith Service Inc.

52652 | **2/7/2023** | **2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**

126066

PD - Keys

001-000-210-521-10-31-00 | PD - Operating Supplies | $7.91

aq

Total 126066 **$7.91**

Total 52652 **$7.91**

Total Bill's Locksmith Service Inc. **$7.91**

Black Diamond Auto Parts

52653 | **1/7/2023** | **2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**

465255

PW - Veh Maint

101-000-000-542-30-48-04 | PW - Clearing- Shared Veh/Equip Maint | $160.75

Battery Cable, Plugs,, WD40

Total 465255 **$160.75**

Total 52653 **$160.75**

Total Black Diamond Auto Parts **$160.75**

Blue Line Consulting, LLC

52654 | **2/2/2023** | **2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**

25343

January 2034 Service

001-000-240-558-60-41-01 | PLN - Prof Serv - Long Range Planning | $315.00

KC Park Levy Grant Application

Total 25343 **$315.00**

Total 52654 **$315.00**

Total Blue Line Consulting, LLC **$315.00**

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

Chase Goddard

52655 | **2/8/2023** | **2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**

02082023 CG

Employee Expense Reimbursement

Account Number	Name	Amount
001-000-210-521-10-31-00	PD - Operating Supplies	$9.81
Velco		

Total 02082023 CG **$9.81**

Total 52655 **$9.81**

Total Chase Goddard **$9.81**

Christopher Chi

52656 | **2/2/2023** | **2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**

02022023 CC

Employee Expense Reimbursement

Account Number	Name	Amount
001-000-210-521-10-32-00	PD - Fuel	$20.18
Card wouldn't work		

Total 02022023 CC **$20.18**

Total 52656 **$20.18**

Total Christopher Chi **$20.18**

City of Seattle

52657 | **2/15/2023** | **2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**

SU1008641

PW - GPS Subscription

Account Number	Name	Amount
101-000-000-542-30-42-03	PW - GPS Subscription & Costs	$475.00
401-000-000-534-80-42-03	WTR - GPS Subscription & Costs	$475.00
407-000-000-535-80-42-03	SEW - GPS Subscription & Costs	$475.00
410-000-000-531-10-42-03	GPS Subscription & Costs	$475.00

Total SU1008641 **$1,900.00**

Total 52657 **$1,900.00**

Total City of Seattle **$1,900.00**

Comcast

52658 | **2/6/2023** | **2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**

8498 34 014 0152887 02052023

02/10/2023 - 3/09/2023 Service

Account Number	Name	Amount
001-000-214-521-20-42-00	PD - Tele / web / DSL / Air Cards	$12.29
PD Cable 0152887		

Total 8498 34 014 0152887 02052023 **$12.29**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	52658			**2/3/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**				
		8498 34 014 0155476 02032023							
			02/08/2023 - 03/07/2023 Service						
			001-000-191-525-60-31-00			EM - Supplies			$12.20
							EM Cable 0125628		
		Total 8498 34 014 0155476 02032023							**$12.20**
	Total 52658								**$24.49**
Total Comcast									**$24.49**
Contech Engineered Solutions									
	52659			**2/3/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**				
		26428259							
			pw - sUPPLIES						
			410-000-000-531-10-48-03			STRM - Maintenance & Repair			$2,001.17
							fILTERS		
		Total 26428259							**$2,001.17**
	Total 52659								**$2,001.17**
Total Contech Engineered Solutions									**$2,001.17**
Cutters Supply Inc.									
	52660			**1/5/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**				
		149666							
			PW - Supplies						
			101-000-000-542-30-35-00			PW Clearing Acct-Small Tools			$885.61
							Cutoff Saw		
		Total 149666							**$885.61**
	52660			**12/20/2022**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**				
		3424016							
			PW - Eq Maint						
			101-000-000-542-30-48-04			PW - Clearing- Shared Veh/Equip Maint			$145.76
							Pole Saw Repair		
		Total 3424016							**$145.76**
	Total 52660								**$1,031.37**
Total Cutters Supply Inc.									**$1,031.37**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
DD Printing Solutions							
	52661			**2/8/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**		
		1799					
			CH - Supplies				
			001-000-180-518-50-31-00		CEN SVCS - Office Supplies		$159.80
			Envelopes				
		Total 1799					**$159.80**
	Total 52661						**$159.80**
Total DD Printing Solutions							**$159.80**
Department of Enterprise Services							
	52662			**2/9/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**		
		731121274					
			PD - Supplies				
			001-000-210-521-10-31-00		PD - Operating Supplies		$790.54
			Citation Books				
		Total 731121274					**$790.54**
	Total 52662						**$790.54**
Total Department of Enterprise Services							**$790.54**
Department of Health							
	52663			**2/6/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**		
		07220 7 000513 02.2023					
			2023 Operating Permit				
			401-000-000-534-80-49-05		WTR - Permit-Health Dept		$1,985.80
		Total 07220 7 000513 02.2023					**$1,985.80**
	Total 52663						**$1,985.80**
Total Department of Health							**$1,985.80**
Department of Labor & Industries - Boiler Section							
	52664			**2/1/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**		
		358731					
			2023 Permit				
			001-000-181-518-30-48-00		FAC - Mtc Vehicle Mtc. & Repair		$29.90
			001-000-270-575-51-48-00		GYM - Facility Repair & Maintenance		$29.90
		Total 358731					**$59.80**
	Total 52664						**$59.80**
Total Department of Labor & Industries - Boiler Section							**$59.80**

Vendor	Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
Ferguson Waterworks #3011				
	52665	**2/13/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**	
	1178902			
		PW - Supplies		
		401-000-000-534-80-31-04	WTR - Meters & Related Costs	$4,328.28
			Meter Box Lids	
	Total 1178902			**$4,328.28**
	Total 52665			**$4,328.28**
Total Ferguson Waterworks #3011				**$4,328.28**
FP Mailing Solutions				
	52666	**2/16/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**	
	I105657308			
		2/14/2023 - 5/13/2023 Service		
		001-000-180-518-50-45-01	CEN SVCS - Postage Meter Rental & Maint.	$130.44
	Total I105657308			**$130.44**
	Total 52666			**$130.44**
Total FP Mailing Solutions				**$130.44**
H.D. Fowler Company				
	52667	**2/1/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**	
	I6312275			
		PW - Supplies		
		401-000-000-534-80-31-04	WTR - Meters & Related Costs	$1,168.75
			Meter Boxes	
	Total I6312275			**$1,168.75**
	Total 52667			**$1,168.75**
Total H.D. Fowler Company				**$1,168.75**
Home Depot Credit Service				
	52668	**1/19/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**	
	3192739			
		City Hall Project		
		310-000-002-594-18-62-03	Gen Govt - Campus Improvements	($520.28)
			Returned Compressor, Knobs	
	Total 3192739			**($520.28)**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	52668			**2/18/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**				
		3510265							
			City Hall Project						
			310-000-002-594-18-62-03			Gen Govt - Campus Improvements			$42.25
							Painting Supplies		
		Total 3510265							**$42.25**
	52668			**2/7/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**				
		4520973							
			EM - Supplies						
			001-000-191-525-60-31-00			EM - Supplies			$22.79
							Water		
		Total 4520973							**$22.79**
	52668			**2/16/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**				
		5014586							
			PW - Supplies						
			101-000-000-542-30-31-12			PW - Clearing Acct - Supplies			$471.96
							Pipe Wrences, Diamond Blades, Ratchet		
		Total 5014586							**$471.96**
	52668			**2/15/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**				
		6611776							
			Dock Project						
			310-000-039-594-75-62-00			CIP - Dock & Boat Shelter Cost			$17.81
							Rope		
		Total 6611776							**$17.81**
	52668			**1/13/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**				
		8014155							
			PD Building Project						
			310-000-002-594-18-62-03			Gen Govt - Campus Improvements			$383.13
							Locks		
		Total 8014155							**$383.13**
	Total 52668								**$417.66**
Total Home Depot Credit Service									**$417.66**

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

International Institute of Municipal Clerks

52669		1/12/2023	2023 - February - 3rd February 2023 Batch for 03.02.2023 CM	
	01122023 IIMC			
	2023 Membership			
	001-000-137-514-21-49-02		CLK - Memberships	$185.00
	Total 01122023 IIMC			**$185.00**
Total 52669				**$185.00**
Total International Institute of Municipal Clerks				**$185.00**

Johnsons Home & Garden

52670		2/5/2023	2023 - February - 3rd February 2023 Batch for 03.02.2023 CM	
	470424			
	PW - Supplies			
	101-000-000-542-30-31-12		PW - Clearing Acct - Supplies	$24.99
			Wrecker Blade	
	Total 470424			**$24.99**
52670		2/7/2023	2023 - February - 3rd February 2023 Batch for 03.02.2023 CM	
	470459			
	PW - Supplies			
	101-000-000-542-30-31-12		PW - Clearing Acct - Supplies	$242.79
			Gloves, Adhesive Remover	
	Total 470459			**$242.79**
52670		2/15/2023	2023 - February - 3rd February 2023 Batch for 03.02.2023 CM	
	470502			
	PW - Supplies			
	101-000-000-542-30-31-12		PW - Clearing Acct - Supplies	$180.41
			Tarps, Handsaw	
	Total 470502			**$180.41**
52670		2/14/2023	2023 - February - 3rd February 2023 Batch for 03.02.2023 CM	
	470565			
	PW - Supplies			
	101-000-000-542-30-31-12		PW - Clearing Acct - Supplies	$191.24
			Leaf Skimmer, Rake, Ratchet	
	Total 470565			**$191.24**
Total 52670				**$639.43**
Total Johnsons Home & Garden				**$639.43**

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
King County Finance			
52671	**1/31/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**	
124441-124442			
January 2023 Service			
101-000-000-542-64-48-01		STRT - Traffic Signal Maintenance	$3,971.57
Total 124441-124442			**$3,971.57**
52671	**1/25/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**	
2146729			
2022 Service			
001-000-137-514-40-49-07		CLK - Voter Registration Costs	$23,909.01
		Voter Registration 2022	
Total 2146729			**$23,909.01**
Total 52671			**$27,880.58**
Total King County Finance			**$27,880.58**
King County Finance - I-Net			
52672	**2/15/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**	
11013285			
January 2023 Service			
001-000-214-521-20-42-01		PD - Comm / KC I-Net	$745.00
		PD INet	
001-000-246-558-70-42-01		MDRT - Telephones	$298.00
		MDRT INet	
001-000-254-518-20-42-00		CH - Telephones	$447.00
		CH/CD INet	
Total 11013285			**$1,490.00**
Total 52672			**$1,490.00**
Total King County Finance - I-Net			**$1,490.00**
Orkin Commercial Services			
52673	**2/13/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**	
27725356 02282023			
2023 Annual Service			
001-000-254-518-20-49-01		CH - Janitorial, Bldg. Maint.	$808.19
		City Hall Service	
001-000-254-518-21-49-01		Mod - Janitorial Cost	$808.18

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
			CD Building Service						
		Total 27725356 02282023							**$1,616.37**
	Total 52673								**$1,616.37**
Total Orkin Commercial Services									**$1,616.37**

Parametrix, Inc.

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	52674			**2/13/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**				
		42464							
		January 2023 Service	412-000-001-594-31-41-00			STRM - Mgmt Action Plan - Professionl Service			$12,302.50
		Total 42464							**$12,302.50**
	52674			**2/16/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**				
		42580							
		January 2023 Service	001-000-257-558-70-41-03			MDRT Traffic Engineering-Parametrix			$735.00
		Total 42580							**$735.00**
	52674			**2/16/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**				
		42581							
		January 2023 Service	001-000-257-558-70-41-03			MDRT Traffic Engineering-Parametrix			$260.00
		Total 42581							**$260.00**
	52674			**2/16/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**				
		42583							
		January 2023 Service	001-000-257-558-70-41-03			MDRT Traffic Engineering-Parametrix			$520.00
		Total 42583							**$520.00**
	52674			**2/9/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**				
		42587							
		January 2023 Service	401-000-400-534-80-41-10			PW-Permit Consultant Exp			$628.75
			Kelly Latte						
		Total 42587							**$628.75**

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
	52674	2/16/2023	2023 - February - 3rd February 2023 Batch for 03.02.2023 CM		
	42588				
	January 2023 Service				
	320-000-038-595-30-41-00		CIP - STRT - Traffic Impact Fee / Concurrency Prof Svs		$432.50
	Total 42588				$432.50
	52674	2/16/2023	2023 - February - 3rd February 2023 Batch for 03.02.2023 CM		
	42589				
	January 2023 Service				
	320-000-044-595-50-63-00		CIP - STRT - Rock Creek Bridge: Project		$350.00
	Total 42589				$350.00
	52674	2/16/2023	2023 - February - 3rd February 2023 Batch for 03.02.2023 CM		
	42590				
	January 2023 Service				
	401-000-400-534-80-41-10		PW-Permit Consultant Exp		$4,136.25
		Ray Frye Roberts Apts			
	Total 42590				$4,136.25
	52674	2/16/2023	2023 - February - 3rd February 2023 Batch for 03.02.2023 CM		
	45882				
	January 2023 Service				
	001-000-257-558-70-41-03		MDRT Traffic Engineering-Parametrix		$557.50
	Total 45882				$557.50
	Total 52674				$19,922.50
Total Parametrix, Inc.					$19,922.50
Pollardwater.com-West					
	52675	2/7/2023	2023 - February - 3rd February 2023 Batch for 03.02.2023 CM		
	0230861				
	PW - Supplies				
	407-000-000-535-80-31-01		SWR - Operating Supplies		$506.57
		MXF Poles			
	Total 0230861				$506.57
	52675	2/6/2023	2023 - February - 3rd February 2023 Batch for 03.02.2023 CM		
	0230956				
	PW - Supplies				
	407-000-000-535-80-31-01		SWR - Operating Supplies		$266.32
		Harness			
	Total 0230956				$266.32

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
	52675			**2/9/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**		
		0231723					
			PW - Supplies				
			101-000-000-542-30-31-12		PW - Clearing Acct - Supplies		$725.09
					Safety Gloves		
		Total 0231723					**$725.09**
	52675			**2/9/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**		
		0231725					
			PW - Supplies				
			401-000-000-534-80-31-01		WTR - Operating Supplies		$3,065.58
					Tap Kit 3/4 - 2		
		Total 0231725					**$3,065.58**
	Total 52675						**$4,563.56**
Total Pollardwater.com-West							**$4,563.56**
Raedeke Associates Inc							
	52676			**2/8/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**		
		60474					
			January 2023 Service				
			001-000-240-558-51-41-75		CD - Permit Pass Thru Cost for Reimb		$89.00
					Rock Creek Reserves		
		Total 60474					**$89.00**
	Total 52676						**$89.00**
Total Raedeke Associates Inc							**$89.00**
RH2 Engineering Inc.							
	52677			**2/10/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**		
		89353					
			January 2023 Service				
			001-000-257-558-70-41-02		MDRT Civil Engineering		$3,040.42
		Total 89353					**$3,040.42**
	52677			**2/10/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**		
		89373					
			January 2023 Service				
			404-000-016-594-34-63-00		WTR PROJ - Fire Flow Loop - SR 169		$15,364.44
		Total 89373					**$15,364.44**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	52677			**2/16/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**				
		89527							
			January 2023 Service						
			310-000-025-558-60-41-00				Comp Plan Update-Prof Svs		$4,647.86
		Total 89527							**$4,647.86**
	52677			**2/16/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**				
		89530							
			January 2023 Service						
			402-000-003-594-34-63-00				Springs Proj. Professional Services		$6,808.15
		Total 89530							**$6,808.15**
	52677			**2/16/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**				
		89537							
			January 2023 Service						
			101-000-000-542-30-41-13				STRT - Prof Serv - Eng. Civil Review		$2,173.06
			101-000-000-543-50-41-01				STRT - Professional Services		$2,079.47
			401-000-000-534-80-41-10				WTR - Prof Serv- Civil Eng		$2,079.47
			401-000-000-534-80-41-13				WTR - Prof Service-GIS		$2,173.06
			407-000-000-535-80-41-01				SEW - Prof Srvs-GIS & other review		$2,079.47
			407-000-000-535-80-41-13				SEW - Prof Service - Eng. Civil Review		$2,173.06
			410-000-000-531-10-41-13				STRM - Prof Service - Eng. Civil Review		$2,173.07
			410-000-000-531-10-41-13				STRM - Prof Service - Eng. Civil Review		$2,079.47
		Total 89537							**$17,010.13**
	Total 52677								**$46,871.00**
Total RH2 Engineering Inc.									**$46,871.00**
Ron & Leo's Welding Service									
	52678			**1/10/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**				
		227054							
			PW - Suppleis						
			101-000-000-542-30-48-04				PW - Clearing- Shared Veh/Equip Maint		$228.26
					Misc Hoses				
		Total 227054							**$228.26**
	Total 52678								**$228.26**
Total Ron & Leo's Welding Service									**$228.26**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
Scott Hanis									
	52679			**2/7/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**				
		02072023 SH							
			AFLAC Reimbursement						
			001-000-900-588-10-00-01			ADM - AWC Lia. Bld. Equip Ins / Flex Reimbs			$150.00
		Total 02072023 SH							**$150.00**
	Total 52679								**$150.00**
Total Scott Hanis									**$150.00**
Seattle Daily Journal of Commerce									
	52680			**2/7/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**				
		3385766							
			January 2023 Service						
			404-000-016-594-34-63-00			WTR PROJ - Fire Flow Loop - SR 169			$465.60
							Legal Advertising		
		Total 3385766							**$465.60**
	Total 52680								**$465.60**
Total Seattle Daily Journal of Commerce									**$465.60**
Somer Johnson									
	52681			**2/10/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**				
		1032 SJ							
			January 2023 Service						
			001-000-121-512-50-41-00			CRT - Prof Svs - Therap. Grant			$2,500.00
		Total 1032 SJ							**$2,500.00**
	Total 52681								**$2,500.00**
Total Somer Johnson									**$2,500.00**
Sound Publishing Inc.									
	52682			**1/4/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**				
		ECH968969							
			CD - Advertising						
			001-000-240-558-60-41-75			CD - Advertising-Long range planning			$279.75
							NOA - Retail South		
		Total ECH968969							**$279.75**

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

52682 — **1/18/2023** — **2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**

ECH969856

MDRT - Advertising

001-000-246-558-70-49-00	MDRT - Miscellaneous	$221.10
Advertising - Trail Development		
Total ECH969856		**$221.10**

52682 — **1/18/2023** — **2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**

ECH969868

CD - Advertising

001-000-240-558-60-41-75	CD - Advertising-Long range planning	$193.50
SEPA - Kelly Latte		
Total ECH969868		**$193.50**

52682 — **1/25/2023** — **2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**

ECH970018

CD - Advertising

001-000-240-558-60-41-75	CD - Advertising-Long range planning	$255.60
NOA - Dock		
Total ECH970018		**$255.60**
Total 52682		**$949.95**
Total Sound Publishing Inc.		**$949.95**

Sound Uniform Solutions/Bratwear

52683 — **1/23/2023** — **2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**

202301SU193

PD - Uniforms

001-000-210-521-10-31-04	PD - Uniforms	$235.88
Jacket		
Total 202301SU193		**$235.88**
Total 52683		**$235.88**
Total Sound Uniform Solutions/Bratwear		**$235.88**

Stericycle, Inc

52684 — **12/25/2022** — **2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**

8003018296

December 2022 Service

001-000-120-512-50-49-04	CRT - Shredding Services	$34.94
001-000-180-518-50-49-04	CEN SVCS - Shredding Services	$34.94

Vendor	Transaction Number	Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
			001-000-210-521-10-49-05	PD - Shredding Services	$34.95
		Total 8003018296			**$104.83**
	Total 52684				**$104.83**
Total Stericycle, Inc					**$104.83**
Summit Law Group, PLLC					
	52685		**2/16/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**	
		143425			
			January 2023 Service		
			001-000-150-515-41-41-02	Legal Services -Employment	$412.50
				Teamsters	
		Total 143425			**$412.50**
	Total 52685				**$412.50**
Total Summit Law Group, PLLC					**$412.50**
Tacoma Public Utilities					
	52686		**2/1/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**	
		01312023 TPU			
			January 2023 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	$501.31
				Consumption	
		Total 01312023 TPU			**$13,621.13**
	Total 52686				**$13,621.13**
Total Tacoma Public Utilities					**$13,621.13**
Varius Inc.					
	52687		**2/7/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**	
		1585			
			January 2023 Service		
			001-000-257-558-70-41-02	MDRT Civil Engineering	$15,635.00
		Total 1585			**$15,635.00**

Vendor	Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
	52687	**2/7/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**	
	1586			
		January 2023 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	$3,540.00
	Total 1586			**$3,540.00**
	52687	**2/7/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**	
	1587 VAR			
		January 2023 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	$2,950.00
	Total 1587 VAR			**$2,950.00**
	52687	**2/7/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**	
	1588			
		January 2023 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	$7,670.00
	Total 1588			**$7,670.00**
	52687	**2/7/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**	
	1589			
		January 2023 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	$4,425.00
	Total 1589			**$4,425.00**
	52687	**2/7/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**	
	1590			
		January 2023 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	$1,180.00
	Total 1590			**$1,180.00**
	Total 52687			**$35,400.00**
Total Varius Inc.				**$35,400.00**
Water Management Laboratories, Inc.				
	52688	**2/6/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**	
	209496			
		February 2023 Service		
		401-000-000-534-80-41-02	WTR - Testing and Sampling	$23.00
	Total 209496			**$23.00**

Vendor Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
52688	**2/14/2023**	**2023 - February - 3rd February 2023 Batch for 03.02.2023 CM**	
209614			
January 2023 Service			
401-000-000-534-80-41-02		WTR - Testing and Sampling	$23.00
Total 209614			**$23.00**
Total 52688			**$46.00**
Total Water Management Laboratories, Inc.			**$46.00**
Vendor Count 41		**Grand Total**	**$178,475.80**

Voucher Directory with Transaction Date

Vendor	Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
Sorci Family LLC				
	52689	**3/1/2023**	**2023 - March - 1st March 2023 Batch**	
	03012023 SFLLC			
	March 2023 Rent			
		001-000-254-518-20-45-06	CH - 2023 - Bldg Rent	$11,990.25
		City Hall Building		
		001-000-254-518-21-45-02	Mod - Land Rental	$1,988.56
		Land Rental		
	Total 03012023 SFLLC			**$13,978.81**
	Total 52689			**$13,978.81**
Total Sorci Family LLC				**$13,978.81**

Vendor Count 1 **Grand Total $13,978.81**

BLACK DIAMOND CITY COUNCIL MINUTES
Special Council Meeting of February 9, 2023
Hybrid Meeting Via Zoom and In-Person
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

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

ROLL CALL:
PRESENT: Councilmembers Deady, Douglass, Smith, Mulvihill, de Leon, Page (Zoom)

ABSENT: None

Staff present: Rob Reed, IS Manager; Jake Kapsandy, IT Department; and Brenda L. Martinez, City Clerk/HR Manager.

EXECUTIVE SESSION:

1) To Discuss Site Selection and Real Estate Acquisition Strategy Pursuant to RCW 42.30.110(1)(b).

At 6:01 p.m. Mayor Benson recessed the meeting into executive session. The executive session was anticipated to last approximately one (1) hour with possible action to follow.

At 7:01 p.m. a 30-minute extension was announced.

At 7:29 p.m. another 15-minute extension was announced.

At 7:44 p.m. another 3-minute extension was announced.

At 7:50 p.m. Mayor Benson called the meeting back to order.

NEW BUSINESS:
2) Possible Action Regarding the City Campus RFP Proposals

Councilmember Smith **moved** to pursue action regarding the city campus RFP as recommended with OakPointe and also for the Mayor to execute a contract with a public relations agency; **second** Councilmember de Leon. Motion **passed** with all voting in favor (6-0).

Public comments on Enumclaw School District No. 216 Proposition 1 General Obligations Bonds - $253,210,000

Therron Smith spoke to Council as a citizen.

3) Resolution Supporting Enumclaw School district No. 216 Proposition 1 General Obligation Bonds - $235,210,000

Councilmember Mulvihill **moved** to adopt Resolution No. 23-1533, supporting the Enumclaw School District No. 216 Proposition 1 General Obligation Bonds - $235,210,000; **second** Councilmember Page.

There was Council discussion on this item.

Vote: Motion **passed** (5-0-1). Councilmember Deady abstained.

ADJOURNMENT

Councilmember de Leon **moved** to adjourn the meeting; **second** Councilmember Page. Motion **passed** with all voting in favor (6-0). The meeting ended at 8:01 p.m.

ATTEST:

Carol Benson, Mayor	Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of February 16, 2023
Hybrid Meeting Via Zoom and In-Person
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

PRESENT: Councilmembers Deady, Douglass, Smith, Mulvihill, de Leon, Page

ABSENT: None

Staff present: Mona Davis, Community Development Director; Scott Hanis, Public Works Director; Jamey Kiblinger, Police Chief; Commander Martinez: 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 Deady. Motion **passed** with all voting in favor (6-0).

PUBLIC COMMENTS:

Geoff Bowie, Black Diamond spoke to Council.

Craig Kjos, Black Diamond Eagles spoke to Council.

Kristen Bryant, Bellevue spoke to Council.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Oath of Offices – Police Officers

Mayor Benson administered oath of offices to two of our new police officers Christopher Chi and Chase Goddard. She then administered oath of offices to the two Corporals Officers Mike Henrich and Bill Riepl

Presentation - Flock Safety

Hector Solman-Valdez of Flock Safety shared a presentation with Council on their product (cameras) and explained how they work and what they do and don’t do.

CONSENT AGENDA:

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

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

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

5) **AB23-010** – Resolution Authorizing Agreement for Purchase of Laserfiche Software from Canon

Information Services Manager Reed reported to Council on this item.

Councilmember de Leon **moved** to adopt Resolution No. 23-1535 authorizing the Mayor to sign an agreement with Canon to purchase the Document Management System Laserfiche; **second** Councilmember Mulvihill.

There was Council discussion.

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

6) **AB23-011** – Resolution Updating the City's Fee Schedule

Community Development Director Davis discussed this item with Council.

Councilmember Page **moved** to adopt Resolution No. 23-1536, amending the City's 2023 Fee Schedule; **second** Councilmember de Leon. Motion **passed** with all voting in favor (6-0-).

7) **AB23-012** – Ordinance Amending Black Diamond Municipal code Title 156 Chapter 15.04

Councilmember de Leon **moved** to adopt Ordinance No. 23-1191, amending Chapter 15.04 Technical Codes, providing for severability, and establishing an effective date; **second** Councilmember Page. Motion **passed** with all voting in favor (6-0).

8) Discussion Regarding Black Diamond Eagles Needed Funding for Cooling Facility

Councilmember Deady led the discussion on this item with Councilmembers joining in on back-and-forth discussion with Mr. Kjos of the Black Diamond Eagles.

DEPARTMENT REPORTS:

Police – Commander Martinez presented and discussed with Council the department's 2022 annual report.

Mayor Benson announced Mr. Williamson will be doing his annual report at the March 2nd meeting, and the Finance Director will be doing a progress report soon on the six-year forecast.

Fire – Chief Judkins reported it being an exciting time in their department. She announced that a retirement celebration for Chief Smith will take place on March 1st. She shared they are working through the fire marshal change and commented that the department is anxious to have a new deputy chief on board. She also commented that they are looking forward to hiring this spring and summer.

MAYOR'S REPORT:

Mayor Benson reported attending the SEAL TC meeting, she met with King County and the Fire Department on Fire Station 98 regarding annexation. She shared that she had applied for DEI cabinet with AWC, however she was not selected. She announced that there were three applicants for the vacant council position and interviews will take place at the March 9th work session. She also shared receiving an email from the Mayor of Mercer Island regarding HB 1110 and sending a letter opposing it.

Councilmembers took turns sharing their thoughts on HB 1110, with four supporting the letter opposing it.

COUNCIL REPORTS:

Councilmember Mulvihill reported attending a Sound Cities Association Caucus meeting, the Emergency Management Advisory Committee meeting, SCA presentation wit Cedar Grove Compost regarding the new organics management law, the meeting on Station 98, and an EMAC meeting. She shared that kindness signs that have been placed around town and if people would like to order them to contact her. She reported on the Planning and Community Services and shared items that were discussed.

Councilmember de Leon reported attending the Finance Committee meeting and more with be forthcoming on a longer financial forecast. She brought up that she enjoyed working with GMP Consultants on finding a new Deputy Chief for the Fire Department.

Councilmember Page congratulated our new police officers and the promotions of the two officers to corporals. She reported attending the meeting on Fire Station 98 regarding annexation. She reminded everyone to keep an eye on neighbors next week as the temperatures are dropping. She shared a post she read on Facebook from a citizen in Black Diamond who witnessed a kind act by their house.

Councilmember Deady reported attending the SCA Deputy Mayor meeting, the fire station meeting, finance committee meeting, WRIA 9 meeting, special council meeting, and Planning and Community Services Committee meeting. She congratulated the two new officers and the promotion of the two officers to corporal.

Councilmember Douglass reported there being no committee meeting for him this week. He had the opportunity to meet with Director Davis and thanked her for educating him on what her department does. He thanked Councilmember Smith for his work on the levy.

Councilmember Smith shared Black Diamond's voter returns being low and encouraged people to take advantage and vote. He reported on the Finance Committee meeting and mentioned that the police department has free gun locks at their counter and if someone needs one to come get one. He shared his engagement with citizens.

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Bill Bryant, Black Diamond spoke to Council.

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 10:02 p.m.

ATTEST:

________________________________ ________________________________

Carol Benson, Mayor Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: **Award State Route 169 Northern Water Main Improvements Project contract to New X Inc.**	**Agenda Date: March 2, 2023 AB23-014**	
	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): $398,301.03	Police – Chief Kiblinger	
Fund Source: Water Capital	Public Works – Scott Hanis	X
Timeline: Bid opening on February 16th	Court – Stephanie Cantu	

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

Attachments: Resolution; Bid Tabulation; PCI Bid; Contract

SUMMARY STATEMENT:
The City of Black Diamond intends to extend the existing water system along the State Route 169 commercial corridor to improve the system's reliability and redundancy. These improvements will enhance development potential and water service along the SR 169 commercial corridor and will satisfy the City's current Development Design Standards. The contract includes construction of approximately 676 linear feet of water main and appurtenances along SR 169 starting from Summit Drive and extending south. The project will install 609 linear feet od 12-inch diameter ductile iron pipe along the west side of SR 169. 67 linear feet of 12-inch diameter ductile iron pipe will cross SR 169 to the east, installed via trenchless construction. The city has pre-purchased the required 12-inch ductile iron pipe for the project.

RH2 engineering worked on the design of this project. Their estimate for the cost was $482,214.94. The bid was opened on February 16th. The city received 10 bids ranging between $398,301.03 to $545,417.47. New X Inc. was the lowest qualified bidder and are not on L&I's debarred contractor list.

FISCAL NOTE (Finance Department) The 2023 Water Capital Budget covers the cost of the route 169 water Improvement Project.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION **MOTION to adopt Resolution No. 23-1537 authorizing the Mayor to execute a contract with New X Inc. for the State Route 169 Northern**

Watermain Improvements Project and approve the use of additional ARPA Funds.

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
March 2, 2023		

RESOLUTION NO. 23-1537

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AWARDING THE LOW BID ON THE STATE ROUTE 169 NORTHERN WATERMAIN IMPROVEMENTS PROJECT TO PACIFIC CIVIL AND INFRASTRUCTURE.

WHEREAS, the City has planned and budgeted for the State Route 169 Northern Water Main Improvements Project; and

WHEREAS, the City has received 10 bids on February 16, 2023; and

WHEREAS, New X Inc. was the lowest responsive bidder and has met all conditions of providing a responsible bid; and

WHEREAS, Public Works staff recommends approval of State Route 169 Northern Water Main Improvements Project contract to New X Inc;

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

Section 1. The Mayor is hereby authorized to award the bid of the State Route 169 northern Watermain Improvements Project to New X Inc. in the amount of $398,301.03 for the construction of the State Route 169 Northern Water Main Improvements Project and authorize the Mayor to execute a contract for the same.

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

CITY OF BLACK DIAMOND:

____

Carol Benson, Mayor

Attest:

____

Brenda L. Martinez, City Clerk

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

SR 169 Northern Water Main Improvements Project

Bid Opening: Feburary 16, 2023

				New X Inc 19916 Old Owen Rd Ste 257 Monroe WA 98272		**Kar-Vel Construction** PO Box 58275 Renton WA 98058		**Blue Mountain** 2335 W Newton St Seattle WA 98199		**RW Scott** 4005 West Valley Hwy N Auburn WA 98001		**SLE** 600 NE 88th St Ste B101 Vancouver WA 98005		**Indepth Excavation** 14751 N Kelsey St SE Ste 105 PMB 166 Monroe WA 98272		**Rodarte** 17 East Valley Hwy E Auburn WA 98092		**Scottys** 20405 SE 344th St Aauburn WA 98092		**NW Cascade** PO Box 73399 Puyallup WA 98373		**Sita Ent** 21707 103rd Ave Ct E #203 Graham WA 98338		**RH2 Estimate**	
Item	**Item Description**	**Unit**	**Qty.**	**Unit Bid**	**Amount**	**Unit Bid**	**Amount**	**Unit Bid**	**Amount**	**Unit Bid**	**Amount**	**Unit Bid**	**Amount**	**Unit Bid**	**Amount**	**Unit Bid**	**Amount**	**Unit Bid**	**Amount**	**Unit Bid**	**Amount**	**Unit Bid**	**Amount**	***Unit Bid***	***Amount***
1	Mob and Demob	LS	1	$12,305.00	$12,305.00	$40,000.00	$40,000.00	$40,047.00	$40,047.00	$36,000.00	$36,000.00	$37,538.50	$37,538.50	$60,000.00	$60,000.00	$42,000.00	$42,000.00	$45,000.00	$45,000.00	$48,000.00	$48,000.00	$45,500.00	$45,500.00	*$30,000.00*	*$30,000.00*
2	Traffic Control	LS	1	$33,214.30	$33,214.30	$11,000.00	$11,000.00	$6,305.00	$6,305.00	$39,312.00	$39,312.00	$21,000.00	$21,000.00	$35,000.00	$35,000.00	$36,000.00	$36,000.00	$26,000.00	$26,000.00	$59,000.00	$59,000.00	$20,000.00	$20,000.00	*$20,000.00*	*$20,000.00*
3	Construction Survey and As-Builts	LS	1	$8,970.00	$8,970.00	$2,000.00	$2,000.00	$1,853.00	$1,853.00	$2,520.00	$2,520.00	$5,000.00	$5,000.00	$2,000.00	$2,000.00	$5,000.00	$5,000.00	$15,000.00	$15,000.00	$2,500.00	$2,500.00	$7,500.00	$7,500.00	*$12,000.00*	*$12,000.00*
4	Temp Sedimentation and Erosion Control	LS	1	$5,750.00	$5,750.00	$4,000.00	$4,000.00	$2,459.00	$2,459.00	$11,000.00	$11,000.00	$5,000.00	$5,000.00	$1,000.00	$1,000.00	$8,000.00	$8,000.00	$4,500.00	$4,500.00	$24,500.00	$24,500.00	$3,500.00	$3,500.00	*$5,000.00*	*$5,000.00*
5	Shoring and Trench Safety System	LS	1	$4,512.60	$4,512.60	$5,000.00	$5,000.00	$16,608.00	$16,608.00	$1,680.00	$1,680.00	$3,060.00	$3,060.00	$4,500.00	$4,500.00	$1.00	$1.00	$26,000.00	$26,000.00	$1,200.00	$1,200.00	$3,500.00	$3,500.00	*$10,000.00*	*$10,000.00*
6	Pipe Zone Bedding Material	TN	180	$26.24	$4,723.20	$10.00	$1,800.00	$150.00	$27,000.00	$32.00	$5,760.00	$35.00	$6,300.00	$30.00	$5,400.00	$27.00	$4,860.00	$38.00	$6,840.00	$49.00	$8,820.00	$45.00	$8,100.00	*$40.00*	*$7,200.00*
7	Import Backfill Material	TN	430	$26.24	$11,283.20	$10.00	$4,300.00	$100.00	$43,000.00	$32.00	$13,760.00	$35.00	$15,050.00	$30.00	$12,900.00	$25.00	$10,750.00	$34.00	$14,620.00	$28.00	$12,040.00	$40.00	$17,200.00	*$40.00*	*$17,200.00*
8	Crushed Rock Material	TN	50	$26.24	$1,312.00	$10.00	$500.00	$42.00	$2,100.00	$35.00	$1,750.00	$35.00	$1,750.00	$30.00	$1,500.00	$65.00	$3,250.00	$48.00	$2,400.00	$60.00	$3,000.00	$60.00	$3,000.00	*$40.00*	*$2,000.00*
9	Hot Mix Asphalt (HMA)	TN	130	$212.75	$27,657.50	$86.00	$11,180.00	$169.00	$21,970.00	$200.00	$26,000.00	$210.00	$27,300.00	$200.00	$26,000.00	$265.00	$34,450.00	$220.00	$28,600.00	$315.00	$40,950.00	$210.00	$27,300.00	*$175.00*	*$22,750.00*
10	12-Inch Ductile Iron Water Main	LF	609	$47.14	$28,708.26	$93.00	$56,637.00	$115.00	$70,035.00	$81.50	$49,633.50	$90.00	$54,810.00	$90.00	$54,810.00	$115.00	$70,035.00	$53.00	$32,277.00	$47.00	$28,623.00	$171.00	$104,139.00	*$150.00*	*$91,350.00*
11	8-inch Gate Valve	EA	2	$2,243.21	$4,486.42	$3,000.00	$6,000.00	$3,320.00	$6,640.00	$2,467.00	$4,934.00	$4,000.00	$8,000.00	$1,850.00	$3,700.00	$2,500.00	$5,000.00	$2,450.00	$4,900.00	$2,840.00	$5,680.00	$3,000.00	$6,000.00	*$2,500.00*	*$5,000.00*
12	12-Inch Gate Valve	EA	7	$4,213.88	$29,497.16	$4,500.00	$31,500.00	$5,553.00	$38,871.00	$4,238.00	$29,666.00	$5,000.00	$35,000.00	$3,500.00	$24,500.00	$4,500.00	$31,500.00	$4,190.00	$29,330.00	$4,650.00	$32,550.00	$5,250.00	$36,750.00	*$4,500.00*	*$31,500.00*
13	Trenchless Water Crossing	LS	1	$91,962.50	$91,962.50	$110,000.00	$110,000.00	$24,680.00	$24,680.00	$70,000.00	$70,000.00	$75,000.00	$75,000.00	$115,000.00	$115,000.00	$95,000.00	$95,000.00	$99,885.00	$99,885.00	$130,000.00	$130,000.00	$97,825.00	$97,825.00	*$100,000.00*	*$100,000.00*
14	East Connect to Existing Water Sys (STA 4+78A)	EA	1	$3,473.00	$3,473.00	$10,000.00	$10,000.00	$8,633.00	$8,633.00	$5,707.00	$5,707.00	$15,000.00	$15,000.00	$3,000.00	$3,000.00	$10,000.00	$10,000.00	$6,500.00	$6,500.00	$6,600.00	$6,600.00	$18,500.00	$18,500.00	*$3,000.00*	*$3,000.00*
15	North Conn to Exsisting Water Sys (STA 5+85A)	EA	1	$6,355.74	$6,355.74	$12,000.00	$12,000.00	$10,060.00	$10,060.00	$6,800.00	$6,800.00	$15,000.00	$15,000.00	$3,500.00	$3,500.00	$8,000.00	$8,000.00	$12,610.00	$12,610.00	$8,000.00	$8,000.00	$22,500.00	$22,500.00	*$6,000.00*	*$6,000.00*
16	Clearing, Grubing, and Surface Resoration	EA	1	$22,133.16	$22,133.16	$25,000.00	$25,000.00	$3,028.00	$3,028.00	$31,000.00	$31,000.00	$12,000.00	$12,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$28,000.00	$28,000.00	$7,100.00	$7,100.00	$4,750.00	$4,750.00	*$10,000.00*	*$10,000.00*
17	Pothole Exsisting Utilities	EA	9	$460.00	$4,140.00	$100.00	$900.00	$926.00	$8,334.00	$751.00	$6,759.00	$500.00	$4,500.00	$1,200.00	$10,800.00	$900.00	$8,100.00	$900.00	$8,100.00	$575.00	$5,175.00	$1,250.00	$11,250.00	*$600.00*	*$5,400.00*
18	Fire Hydrant Assembly	EA	1	$9,038.25	$9,038.25	$14,000.00	$14,000.00	$12,272.00	$12,272.00	$7,630.00	$7,630.00	$12,000.00	$12,000.00	$8,500.00	$8,500.00	$9,000.00	$9,000.00	$8,049.00	$8,049.00	$7,650.00	$7,650.00	$10,000.00	$10,000.00	*$10,000.00*	*$10,000.00*
19	Tree Removal	EA	1	$2,645.00	$2,645.00	$2,500.00	$2,500.00	$4,355.00	$4,355.00	$1,706.00	$1,706.00	$5,000.00	$5,000.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$680.00	$680.00	$2,300.00	$2,300.00	$750.00	$750.00	*$3,000.00*	*$3,000.00*
20	Pavement Sawcutting	LF	370	$11.50	$4,255.00	$1.00	$370.00	$6.00	$2,220.00	$3.00	$1,110.00	$5.00	$1,850.00	$10.00	$3,700.00	$5.00	$1,850.00	$20.00	$7,400.00	$5.00	$1,850.00	$10.00	$3,700.00	*$6.00*	*$2,220.00*
21	Minor Change	FA	1	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	*$50,000.00*	*$50,000.00*
	Subtotal				**$366,422.29**		**398,687.00**		**400,470.00**		**402,727.50**		**410,158.50**		**448,310.00**		**455,296.00**		**456,691.00**		**485,538.00**		**501,764.00**		***443,620.00***
	Washington State Sales Tax (8.7%)				**$31,878.74**		**34,685.77**		**34,840.89**		**35,037.29**		**35,683.79**		**39,002.97**		**39,610.75**		**39,732.12**		**42,241.81**		**43,653.47**		***38,594.94***
	TOTAL BID				**$398,301.03**		**433,372.77**		**435,310.89**		**437,764.79**		**445,842.29**		**487,312.97**		**494,906.75**		**496,423.12**		**527,779.81**		**545,417.47**		***482,214.94***

BID SCHEDULE

State Route 169 Northern Water Main Improvements

NOTE: Unit prices for all items, all extensions, and the total amount bid must be shown. All entries must be typed or entered in ink.

BASE BID

Item No.	Description	Unit	Quantity	Unit Price	Total Amount	
1	Mobilization and Demobilization	LS	1	$12,305.00	$ 12,305.00	
2	Traffic Control	LS	1	$33,214.30	$ 33,214.30	
3	Construction Survey and As-Builts	LS	1	$ 8970.00	$ 8970.00	
4	Temporary Sedimentation and Erosion Control	LS	1	$ 5750.00	$ 5750.00	
5	Shoring and Trench Safety Systems	LS	1	$ 4512.60	$ 4512.60	
6	Pipe Zone Bedding Material	TN	180	$ 26.24	$ 4723.20	
7	Import Backfill Material	TN	430	$ 26.24	$ 11,288.20	11283.20
8	Crushed Rock Material	TN	50	$ 26.24	$ 1312.00	
9	Hot Mix Asphalt (HMA)	TN	130	$ 212.75	$ 27,657.50	
10	12-Inch Ductile Iron Water Main	LF	609	$ 47.14	$ 28,707.77	28708.26
11	8-Inch Gate Valve	EA	2	$ 2243.21	$ 4486.43	4486.42
12	12-Inch Gate Valve	EA	7	$ 4213.88	$ 29,497.16	
13	Trenchless Water Crossing	LS	1	$ 91,962.50	$ 91,962.50	
14	East Connection to Existing Water System (STA 4+78A)	EA	1	$ 3473.00	$ 3473.00	
15	North Connection to Existing Water System (STA 5+85A)	EA	1	$ 6355.74	$ 6355.74	
16	Clearing, Grubbing, and Surface Restoration	EA	1	$22,133.16	$ 22133.16	
17	Pothole Existing Utilities	EA	9	$ 460.00	$ 4140.00	
18	Fire Hydrant Assembly	EA	1	$ 9038.25	$ 9038.25	
19	Tree Removal	EA	1	$ 2645.00	$ 2645.00	
20	Pavement Sawcutting	LF	370	$ 11.50	$ 4255.00	

21	Minor Change	FA	1	$50,000	$50,000	
			Subtotal	$ 366,421.81		366422.29
			Sales Tax @ 8.7%	$ 31,878.70		31878.74
			TOTAL BASE BID SCHEDULE	$ 398,300.51		398,301.03

Project award will be based on the total bid amount. All bidders shall provide pricing for all bid items in the Base Bid or their bid will be considered unresponsive.

CONTRACT DOCUMENTS

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CONTRACT

THIS AGREEMENT, made in four (4) copies, each of which shall be deemed original, and entered into as of the date hereinafter affixed, by and between the City of Black Diamond, Washington, hereinafter called the Owner, and

____

Contractor Name

HEREINAFTER called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and equipment for the construction of the **State Route 169 Northern Water Main Improvements**, in accordance with and as described in the Contract Documents, which shall include: plans, specifications, Addenda, the 2022 Washington State Department of Transportation Standard Specifications for Road and Bridge Construction, and all other documents submitted by the bidder in response to the City's bid, all of which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

   If said work is not completed within the time specified, the Contractor agrees to pay to the Owner the sum as specified in Section 1-08.9 of the 2022 WSDOT/APWA Standard Specifications for each and every working day said work remains uncompleted and after expiration of the specified time, as liquidated damages. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof and shall guarantee said materials and work for a period of one year after completion of this contract by providing the City with a maintenance bond, in the form attached to the Bid Documents, except as may be modified by the plans, specifications, and/or contract documents.

II. The City of Black Diamond, Washington, hereby promises and agrees with the Contractor to retain the Contractor to provide the materials and to perform the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of prices bid and hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

III. The Contractor for him/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants contained herein.

IV. It is further provided that no liability shall attach to the City of Black Diamond, Washington, by reason of entering into this contract, except as expressly provided herein.

V. No change order or combination of change orders which result in an increase or decrease of the total construction costs shall be binding upon the City until approved in writing by the Director of Public Works or a designate who is authorized to execute Change Orders.

COUNTERSIGNED:

this ________________ day of _________________________, 20 ____

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first herein above written.

CONTRACTOR

____
Signature

____
Printed

____
Title

Federal Tax ID No.__________________

CITY OF BLACK DIAMOND, WASHINGTON

____
Mayor

Attested:

____
CITY CLERK

Approved as to form:

____
CITY ATTORNEY

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ______________________________, certify that I am the ________________________
Corporate Officer (not Contract Signer) Corporate Title

of the corporation named as Contractor in the Agreement attached hereto; that

____________________________________, who signed said Agreement on behalf of the
Contract Signer

Contractor, was then ____ of said
Corporate Title – Contract Signer

corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

____
Corporate Officer (not Contract Signer)

____
Printed

____
Title

State of ________________)
) ss.
County of)

____, being duly sworn,
Corporate Officer (not Contract Signer)

deposes and says that he is ____
Corporate Title

of ____
Name of Corporation

Subscribed and sworn to before me this

_____ day of _________________, 20_____

____
Notary Public (Signature)

____
Notary Public (Print)

My commission expires ___________________, 20___

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CITY OF BLACK DIAMOND
PUBLIC WORKS PROJECT
PERFORMANCE BOND

City Project #:	
Surety Bond #:	
DATE POSTED:	
PROJECT COMPLETION DATE:	

RE: Project Name: State Route 169 Northern Water Main Improvements
Owner: City of Black Diamond
Project Address: 3rd Avenue/ SR 169

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

WHEREAS, the above named Principal has entered into a certain agreement with the City, to perform the following public works project within the City: ____________

____________; and

WHEREAS, the agreement with the City requires that certain improvements be made as part of the public works project; and that such improvements be constructed in full compliance with City standards, and the plans and specifications as required by the City; and

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

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

A. Conditions.

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

____

____

____

____

2. The Principal must construct the improvements to conform to the design, location, materials and other specifications for the indicated site improvements, as required by the City in the above-referenced project. In addition, the Principal must construct the improvements according to the applicable ordinances and standards of the City and/or state statutes, as the same now exist or are hereafter amended.

3. The Principal must have completed all improvements required by the above-referenced conditions, plans and City file within _______ which time period shall begin to run from the earlier of _______________ unless an extension is granted by the City.

4. The Principal must have paid all sums owing to laborers, contractors, mechanics, subcontractors, materialmen and suppliers or others as a result of such work for which a lien against any City property has arisen or may arise.

5. The Principal must obtain acceptance by the City of the work completed, all on or before thirty (30) days after the completion date set forth in paragraph 3 above.

B. Default.

1. If the Principal defaults and does not perform the above conditions within the time specified, then the Surety shall, within ten (10) days of demand of the City, make a written commitment to the City that it will either:

   a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or

   b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

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

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

C. Corrections. Any corrections required by the City shall be commenced within seven (7) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section B above.

D. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The surety waives notice of any such change, extension, alteration or addition thereunder.

E. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in King County Superior Court.

F. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and a bond guaranteeing maintenance of all improvements for a period of twelve (12) months from acceptance has been submitted to the City in an amount to be determined by the City Engineer, in a form suitable to the City and until released in writing by the City.

DATED this ________ day of __________________, 20__.

SURETY COMPANY (Signature must be notarized)	CONTRACTOR/OWNER (Signature must be notarized)
By: ______________________ Its ________________	By ______________________ Its ______________________
Print Name: ________________	Print Name: ________________
Business Name: ______________	Business Name: ______________
Business Address: ____________	Business Address: ____________
City/State/Zip Code: ___________	City/State/Zip Code:
Telephone Number: ___________	Telephone Number: ___________

CITY OF BLACK DIAMOND

By: ______________________________ Date: ______________________________

Its: ____________________________

P.O. Box 599 – 24301 Roberts Drive
Black Diamond, WA 98010
Contact: Scott Hanis
Phone: (360) 851-4521
Email: shanis@blackdiamondwa.gov

APPROVED AS TO FORM:

____

Office of the City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

____ Individual (Form P-1)

____ Corporation (Form P-2)

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

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: ______________________

____

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

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

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: ____________________________

____

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

(For Surety Company)
STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: ____________________________

____

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

CITY OF BLACK DIAMOND
MAINTENANCE BOND

Project #: ____________________
Surety Bond #: ____________________
Date Posted: ____________________
Expiration Date: ____________________

RE: Project Name: State Route 169 Northern Water Main Improvements
Owner: City of Black Diamond
Project Address: 3rd Avenue/ SR 169

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

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

WHEREAS, in accordance with the BDMC, as a condition of approval, the contractor is required to post a bond for the 12 months following project completion in order to ensure that the project does not contain defects that require repair and to cover the cost of repair during that 12-month period; and

WHEREAS, in order to provide security for the obligation of the Principal to repair and/or replace said improvements against defects in workmanship, materials or installation for a period of twelve (12) months after written and final acceptance of the same and approval by the City;

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

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

   ____

   ____

B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive,) for a period of twelve (12) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twelve (12) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

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

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twelve (12) months from the date of acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within ten (10) days of demand of the City, make written commitment to the City that it will either:

   a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or

   b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

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

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

E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.

F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The surety waives notice of any such change, extension, alteration or addition thereunder.

G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in King County Superior Court.

H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this ________ day of __________________, 20__.

SURETY COMPANY (Signature must be notarized)	CONTRACTOR/OWNER (Signature must be notarized)
By: ______________________________ Its ______________________________	By ______________________________ Its ______________________________
Print Name: ______________________	Print Name: ______________________
Business Name: ___________________	Business Name: ___________________
Business Address: ________________	Business Address: ________________
City/State/Zip Code: ______________	City/State/Zip Code: ______________
Telephone Number: ________________	Telephone Number: ________________

CITY OF BLACK DIAMOND

By: ______________________________ Date: ______________________
Carol Benson, Mayor

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

APPROVED AS TO FORM:

____
Office of the City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE
____ Individual (Form P-1)
____ Corporation (Form P-2)
____ Surety Company (Form P-2)

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

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: ______________________

____

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

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

(Contractor/Owner)
STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: ____________________________

____

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

(For Surety Company)
STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: ____________________________

____

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

CERTIFICATE OF INSURANCE

TO: City of Black Diamond

Return this certificate to:
City of Black Diamond
24301 Roberts Drive
Black Diamond, WA 98010

This certifies to City of Black Diamond that the following described policies have been issued to the Insured named below and are in force at this time:

Insured ____

Address ____

Description of operations/locations/products (show contract name and/or number, if any)

Policies and Insureds	Limits		Policy Number	Expiration Date	Best's Rating
	Bodily Injury	Property Damage			
Comprehensive / General Liability	Each Person	Each Occurrence			
Workers Compensation	Employer's Liability				
Automotive Liability	Each Person	Each Occurrence			

COMBINED SINGLE LIMIT

All policies are in effect at this time and will not be canceled, limited, or allowed to expire without renewal until after 30 days' written notice has been given to the Certificate Holder named on the top line. Any coverage afforded the Certificate Holder as an additional insured shall apply as primary and not excess to any insurance issued in the name of the Certificate Holder.

Note to Contractor: City of Black Diamond and its authorized agents shall be named as additional insured for this policy.

ACORD. **CERTIFICATE OF LIABILITY INSURANCE** OP ID SU PARIN-1

DATE (MM/DD/YY) 10/02/00

PRODUCER

Hurley, Atkins & Stewart, Inc.
1800 Ninth Ave., #1500
Seattle WA 98101
Phone: 206-682-5656

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A

INSURER B

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER N ADDITIONAL INSURED; INSURER LETTER: -------

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT ~~BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

ACORD 25-S (7/97)

DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

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

If option (2) or (3) is selected, the "Interest Escrow Bearing Account/Escrow Agreement," beginning page F.7 must be completed. **It is the Contractor's responsibility to setup all accounts.**

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

______(1) Retained in a fund by the Owner.

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

______(3) Placed in escrow with a bank or trust company by the Owner. When the monies reserved are to be placed in escrow, the Owner will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the Owner and the bonds and securities held in escrow.

The Contractor in choosing option (2) or (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

______________________________ ______________________________
Contractor Signature Date

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ATTACHMENT A
INTEREST BEARING ACCOUNT/ESCROW AGREEMENT

City of Black Diamond

Contract No: ________________

Project Name: ____

Estimated Contract Completion Date: ______________________________

Bank Name: ____

Escrow/Interest Bearing Account No: ______________________________

INTEREST BEARING DEPOSITORY/ESCROW AGENT, located at: ________________

____

____

This Agreement is for the investment, or retention in an interest bearing account, of the retained percentages of the above referenced project and contract number ("Contract") in accordance with RCW Chapter 60.28, now and as hereafter amended.

The Undersigned, ________ , hereinafter referred to as the Contractor, has directed the City of Black Diamond, hereinafter referred to as the City, to deliver to you its warrants, checks or drafts which shall be payable to you and the Contractor jointly. Such warrants, checks or drafts are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

The Contractor has chosen you, and the City has agreed to your selection, to act as an

INTEREST BEARING ACCOUNT DEPOSITORY or ESCROW AGENT (circle one)

____________________________ (Contractor sign here to acknowledge selection)

If selected as an INTEREST BEARING ACCOUNT depository, in accordance with RCW 60.28.011, the depository shall be either a bank, mutual savings bank, or savings and loan association, authorized and doing business in the State of Washington.

1. Upon delivery to you, warrants, checks or drafts made payable to you and the Contractor jointly shall be endorsed by you and forwarded for collection. The monies from all such warrants, checks or drafts received hereunder shall be deposited by you in an interest bearing account in your institution. Interest on such account shall be paid to the Contractor. Statements for the account shall be provided both to the City and the Contractor at the addresses listed below. The statement shall reference both the Project Name and the Contract Number.

2. Monies in the account are not subject to withdrawal until after the final acceptance of said improvement or work is completed and agreed upon by both parties. The Contractor is not authorized to withdraw all or any part of the monies deposited with you pursuant to this Agreement except in accordance with the written instructions of the City, or by order of a court of competent jurisdiction. Compliance with such instructions or with a court order shall relieve you of any further liability related thereto.

3. The Contractor agrees to assume full responsibility to pay all costs which may accrue from the Bank.
4. This agreement shall not be binding until executed by the Contractor and the City and accepted by you.
5. If Contractor has chosen you as an Escrow agent, the monies from warrants, checks or drafts made payable to you and the Contractor jointly will be used to purchase bonds or other securities selected by the Contractor and approved by the City. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided said direction conforms with the following listing of approved securities:

   a. Bills, certificates, notes or bonds of the United States;
   b. Other obligations of the Unites States or its agencies;
   c. Obligations of any corporation wholly-owned by the government of the United States;
   d. Indebtedness of the Federal National Mortgage Association; and
   e. Time deposits in commercial banks.

   Other bonds and securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the City. Purchase of such bonds or other securities shall be in a form which shall allow you to convert such bonds or other securities into money if you are required to do so by the City.

   The investments selected by the Contractor, approved by the City, and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.
6. This instrument contains the entire agreement between you, the Contractor, and the City with respect to the interest bearing account or escrow agreement. You are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter, nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
7. The foregoing provision shall be binding upon the assigns, successors, personal representative and heirs of the parties thereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this interest bearing account or escrow agreement.

______________________________ (Contractor)	City of Black Diamond
By ____________________________ (Name and Title)	By ____________________________ Director
Dated:__________________________	Dated:__________________________
Mailing Address:________________	<u>Mailing Address:</u> 24301 Roberts Drive Black Diamond, WA 98010
______________________________	
______________________________	
______________________________ (Tax Identification No.)	

The above escrow agreement received and accepted this ___ day of ____________, 20____.

____
(Bank)

____
(Address)

____

____

By ___________________________
(Name and Title)

Dated:_________________________

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