



CITY OF BLACK DIAMOND
July 6, 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
Password: 426953

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

READING OF GUIDING PRINCIPLES:

AGENDA REVIEW AND APPROVAL:

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

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

CONSENT AGENDA:

- 1) **Claim Checks** – July 6, 2023, Check No. 53092 through Check No. 53154 (voided 53094, 49144) in the amount of \$311,224.67
- 2) **Minutes** – Council Retreat of May 20, 2023, Tri City Meeting of May 24, 2023, Work Session of June 8, 2023, and Council Meeting of June 15, 2023
- 3) **AB23-031**– Resolution Accepting 3rd Avenue Watermain Improvement Project Complete Mr. Sweet
- 4) **AB23-032** – Resolution Updating the City's Fee Schedule Mr. Sweet

PUBLIC HEARINGS:

UNFINISHED BUSINESS:

- 5) **AB23-030A** – Resolution Regarding Skatepark Agreement with Enumclaw School District Ms. Davis

NEW BUSINESS:

- 6) **AB23-033** – Resolution Approving Purchase of Reserve Fire Engine Ms. Miller
- 7) **AB23-034** – Resolution Referring Land Use Analysis for Potential Cannabis Retail Sites to the Planning Commission Councilor Page

- 8) **AB23-035** – Resolution Authorizing Mayor to Execute an Interlocal Agreement with the City of Sunnyside
for Inmate Housing Commander Martinez

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

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

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:



CERTIFICATION

Finance Committee Meeting

June 29, 2023

Council Date:

July 6, 2023

Check No.'s / EFT	Batch Name	Check / EFT Date	Amount
53093, 53095 & 53096	Early 3rd June 2023 Batch	6/12 - 6/22/2023	\$ 12,377.50
53094	Void - Damaged in Printing		\$ 0.00
53097 - 53151	Third June 2023 Batch	07/07/23	\$ 285,042.11
53152 - 53153	1st July 2023 Batch	07/07/23	\$ 13,805.06
V49144 / 53154	June Void Batch	07/07/23	\$ -120.00
			\$ 120.00
			\$
			\$
			\$
			\$
			\$
			\$
		TOTAL	\$ 311,224.67

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.

Shane C. O'Neill
Shane O'Neill, Acting Finance Director

CAROL BENSON, MAYOR

DATE 06/28/2023

DATE

Register

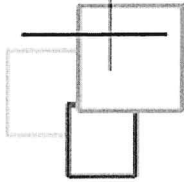
Fiscal: 2023

Deposit Period: 2023 - July, 2023 - June

Check Period: 2023 - July - 1st July 2023 Batch, 2023 - June - June Void Batch, 2023 - June - 3rd June Batch, 2023 - June - Early 3rd June Batch

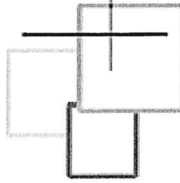
Number	Name	Print Date	Clearing Date	Amount
Columbia Bank	390562401			
Check				
<u>53093</u>	FCS Group	6/13/2023		\$377.50
<u>53094</u>	Fields Data Recovery LLC	6/20/2023		Void
<u>53095</u>	Fields Data Recovery LLC	6/20/2023		\$10,000.00
<u>53096</u>	Black Diamond Municipal Court	6/22/2023		\$2,000.00
<u>53097</u>	AHBL, Inc.	7/7/2023		\$64,230.00
<u>53098</u>	All Purpose Door Repair	7/7/2023		\$15,069.08
<u>53099</u>	Alpine Products Inc.	7/7/2023		\$96.70
<u>53100</u>	Amazon Capital Services, Inc.	7/7/2023		\$973.37
<u>53101</u>	Art Gamblin Motors	7/7/2023		\$196.66
<u>53102</u>	Black Diamond Auto Parts	7/7/2023		\$629.36
<u>53103</u>	CHS/Cenex Inc	7/7/2023		\$3,261.06
<u>53104</u>	City of Black Diamond	7/7/2023		\$936.00
<u>53105</u>	City of Black Diamond/Retained Funds	7/7/2023		\$2,797.55
<u>53106</u>	Comcast	7/7/2023		\$24.35
<u>53107</u>	Confidential Data Disposal	7/7/2023		\$135.00
<u>53108</u>	Coro Medical	7/7/2023		\$3,692.55
<u>53109</u>	Elwalu LLC (Elephant Car Wash)	7/7/2023		\$221.47
<u>53110</u>	Fast Water Heater Company	7/7/2023		\$195.00
<u>53111</u>	Federal Eastern International	7/7/2023		\$54.35
<u>53112</u>	Ferguson Waterworks #3011	7/7/2023		\$2,864.30
<u>53113</u>	Garrette Custom Homes	7/7/2023		\$874.62
<u>53114</u>	GMP Consultants, LLC	7/7/2023		\$3,281.25
<u>53115</u>	HM Pacific Northwest, Inc	7/7/2023		\$63.00
<u>53116</u>	Home Depot Credit Service	7/7/2023		\$1,453.58
<u>53117</u>	Hunter Vaiese	7/7/2023		\$194.01
<u>53118</u>	HWA GeoSciences Inc.	7/7/2023		\$6,330.00
<u>53119</u>	Jane Falding	7/7/2023		\$166.29
<u>53120</u>	Johnsons Home & Garden	7/7/2023		\$735.31
<u>53121</u>	King County Finance - I-Net	7/7/2023		\$1,490.00
<u>53122</u>	Kirby Built Sales	7/7/2023		\$2,277.55
<u>53123</u>	L.N. Curtis & Sons	7/7/2023		\$424.79
<u>53124</u>	Miguel Angel Molina Pedroza	7/7/2023		\$31.00
<u>53125</u>	Northstar Chemical Inc.	7/7/2023		\$3,580.49
<u>53126</u>	Office Products Nationwide	7/7/2023		\$98.80
<u>53127</u>	Pacific Civil and Infrastructure	7/7/2023		\$58,021.26

Number	Name	Print Date	Clearing Date	Amount
53128	Perfett Inc.	7/7/2023		\$6,677.50
53129	Pete Jon Swartz	7/7/2023		\$5.00
53130	Puget Sound Energy	7/7/2023		\$8,071.24
53131	Raedeke Associates Inc	7/7/2023		\$1,899.00
53132	Republic Services #176	7/7/2023		\$2,115.85
53133	RH2 Engineering Inc.	7/7/2023		\$21,409.05
53134	Scheibmeir, Kelly & Satterfield	7/7/2023		\$825.00
53135	Scott Hanis	7/7/2023		\$172.66
53136	SHI International Corp.	7/7/2023		\$9,681.76
53137	Signs By Tomorrow	7/7/2023		\$159.76
53138	Sound Publishing Inc.	7/7/2023		\$1,464.90
53139	Sova Consulting	7/7/2023		\$5,000.00
53140	Summit Law Group, PLLC	7/7/2023		\$151.50
53141	Tacoma Public Utilities	7/7/2023		\$29,917.95
53142	TMG Services, Inc.	7/7/2023		\$15,512.58
53143	Tristan Lawson	7/7/2023		\$120.54
53144	TRM Wood Products Co. Inc.	7/7/2023		\$334.84
53145	Utilities Underground Location Center	7/7/2023		\$68.37
53146	Valley Defenders	7/7/2023		\$4,250.00
53147	VenTek International	7/7/2023		\$90.00
53148	Vision Municipal Solutions, LLC	7/7/2023		\$839.13
53149	Washington State Patrol	7/7/2023		\$600.00
53150	Water Management Laboratories, Inc.	7/7/2023		\$611.00
53151	Work-Sports & Outdoors	7/7/2023		\$665.73
53152	Honey Bucket/Northwest Cascade Inc.	7/7/2023		\$319.00
53153	Sorci Family LLC	7/7/2023		\$13,486.06
53154	Clair Kintanar	7/7/2023		\$120.00
V 49144	Clair Kintanar	6/23/2023		(\$120.00)
	Total	Total	Check	\$311,224.67
		Total	390562401	\$311,224.67
	Grand Total			\$311,224.67



Voucher Directory with Transaction Date

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
Black Diamond Municipal Court					
53096	06212023 BDMC	6/22/2023	2023 - June - Early 3rd June Batch		
	Account Balance Increase				
	001-000-120-512-51-49-09		CRT - Misc Court Costs		\$2,000.00
	Checking Account Balance Increase				\$2,000.00
	Total 06212023 BDMC				\$2,000.00
Total Black Diamond Municipal Court					
FCS Group					
53093	3648-22212106	12/16/2022	2023 - June - Early 3rd June Batch		
	Service through 12/16/2022				
	001-000-257-558-70-41-01		MDRT - Fiscal Analysis-		\$377.50
	Total 3648-22212106				\$377.50
Total FCS Group					
Fields Data Recovery LLC					
53095	PAY-000013300	6/12/2023	2023 - June - Early 3rd June Batch		
	June 2023 Service				
	001-000-145-518-80-41-00		Prof Sys-Data Recovery-Misc		\$10,000.00
	Hard Drive Data Recovery				\$10,000.00
	Total PAY-000013300				\$10,000.00
Total Fields Data Recovery LLC					
Vendor Count 3				Grand Total	\$12,377.50



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
AHBL, Inc.	53097	2/28/2023	2023 - June - 3rd June Batch	
	137569	February 2023 Service 001-000-240-558-60-41-01	PLN - Prof Serv - Long Range Planning	\$9,420.00 \$9,420.00
	Total 137569			
	53097	5/31/2023	2023 - June - 3rd June Batch	
	139012	May 2023 Service 310-000-038-594-58-62-00	Comp PI Update-State DOC Grant	\$23,730.00 \$23,730.00
	53097	5/31/2023	2023 - June - 3rd June Batch	
	139128	May 2023 Service 001-000-257-558-70-49-00	MDRT - Planning Consultant	\$19,200.00 \$19,200.00
	Total 139128			
	53097	5/31/2023	2023 - June - 3rd June Batch	
	139129	May 2023 Service 001-000-240-558-51-41-08	COM DEV - Prof Sys-Planning/Reg Review	\$11,880.00 \$11,880.00 \$64,230.00 \$64,230.00
Total AHBL, Inc. All Purpose Door Repair	Total 53097			
	53098	6/26/2023	2023 - June - 3rd June Batch	
	29447	Gym - Imp Proj 310-000-002-594-18-62-05	Gym Improvements	\$15,069.08

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

Door Replacement					
Total 29447					
Total 53098					
Total All Purpose Door Repair					
Alpine Products Inc.					
53099			5/30/2023	2023 - June - 3rd June Batch	
	TM-216680				
		PD - Supplies			
		001-000-212-521-50-48-02		PD - Bldg Repairs & Maintenance	\$96.70
		PD Parking Only Sign			
Total TM-216680					\$96.70
Total 53099					\$96.70
Total Alpine Products Inc.					
Amazon Capital Services, Inc.					
53100			6/25/2023	2023 - June - 3rd June Batch	
	11C3-L6MK-K7HJ				
		Fac - Supplies			
		001-000-254-518-20-49-01		CH - Janitorial, Bldg. Maint.	\$46.16
		Animal Repellant			
Total 11C3-L6MK-K7HJ					\$46.16
53100			6/9/2023	2023 - June - 3rd June Batch	
	179H-71XW-6MFH				
		IT - Supplies			
		001-000-145-518-80-31-00		IT - Misc. Supplies & parts	\$248.80
		Toner, Battery Backup			
Total 179H-71XW-6MFH					\$248.80
53100			6/13/2023	2023 - June - 3rd June Batch	
	1DTJ-3DJV-46FL				
		PD - Supplies			
		001-000-212-521-50-48-02		PD - Bldg Repairs & Maintenance	\$47.80
		Flag			
Total 1DTJ-3DJV-46FL					\$47.80

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number		Name Title	Amount
53100	1J6G-VHP9-173Y	6/21/2023	2023 - June - 3rd June Batch		
	CH - Supplies				
	001-000-180-518-50-31-00		CEN SVCS - Operating & Office Supplies		\$47.44
		Power Strip, Chair Mat			
	Total 1J6G-VHP9-173Y				\$47.44
53100	1JGJ-KRGD-MRWR	6/12/2023	2023 - June - 3rd June Batch		
	PD - Supplies				
	001-000-212-521-50-48-02		PD - Bldg Repairs & Maintenance		\$22.38
		Flag			
	Total 1JGJ-KRGD-MRWR				\$22.38
53100	1K43-LQN4-6QFJ	6/22/2023	2023 - June - 3rd June Batch		
	IT - Supplies				
	001-000-145-518-80-31-00		IT - Misc. Supplies & parts		\$54.87
		USB Adapters, Thermal Paste			
	Total 1K43-LQN4-6QFJ				\$54.87
53100	1K4J-LJRX-91TT	6/22/2023	2023 - June - 3rd June Batch		
	IT - Supplies				
	001-000-145-518-80-31-00		IT - Misc. Supplies & parts		\$40.67
		Power Supply, Thermal Comp. Paste			
	Total 1K4J-LJRX-91TT				\$40.67
53100	1MGn-HGTW-1KYW	6/19/2023	2023 - June - 3rd June Batch		
	IT - Returned Cables				
	001-000-145-518-80-31-00		IT - Misc. Supplies & parts		(\$50.62)
		IT - Returned Cables			
	Total 1MGn-HGTW-1KYW				(\$50.62)

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount
53100	1N9Y-6T9Q-1Q6W	6/5/2023	2023 - June - 3rd June Batch		
	PW - Supplies				
	101-000-000-542-30-31-12		PW - Clearing Acct - Supplies		\$8.99
	Bus Card Blanks				
	Total 1N9Y-6T9Q-1Q6W				\$8.99
53100	1NY9-PC9P-4VKJ	6/2/2023	2023 - June - 3rd June Batch		
	CH - Office Supplies				
	001-000-180-518-50-31-00		CEN SVCS - Operating & Office Supplies		\$12.39
	Office Supplies - City Hall				
	Total 1NY9-PC9P-4VKJ				\$12.39
53100	1QFR-GT1V-HJQR	6/15/2023	2023 - June - 3rd June Batch		
	PW - Supplies				
	101-000-000-542-30-31-12		PW - Clearing Acct - Supplies		\$72.60
	Paper				
	Total 1QFR-GT1V-HJQR				\$72.60
53100	1QRV-9PNG-GDJ9	6/10/2023	2023 - June - 3rd June Batch		
	MDRT - Returned Safety Supplies				
	001-000-246-558-70-35-00		MDRT - Small Tools and Safety Equipment		(\$45.22)
	Returned Vests				
	Total 1QRV-9PNG-GDJ9				(\$45.22)
53100	1TKP-113X-34QW	6/15/2023	2023 - June - 3rd June Batch		
	CH - Supplies				
	001-000-254-518-20-31-00		CH - Operating Supplies		\$81.50
	Restroom Supplies				
	001-000-254-518-21-31-00		MOD - Operating & Mtc. Supplies		\$27.16
	Restroom Supplies				
	Total 1TKP-113X-34QW				\$108.66
53100	1VG7-WGYK-DKQ4	6/10/2023	2023 - June - 3rd June Batch		
	COM DEV - Veh Supplies				
	001-000-240-594-24-64-01		CD-Vehicles		\$163.03
	CD - New Veh Mats				
	Total 1VG7-WGYK-DKQ4				\$163.03

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
53100	1WX1-CDFT-V66X	MDRT - Supplies	6/26/2023	2023 - June - 3rd June Batch		
		001-000-246-558-70-31-00		MDRT - Office Supplies		\$154.91
	Total 1WX1-CDFT-V66X	Fans, Labels, Envelope Sealer				\$154.91
	1Y4C-TY1J-1KPQ	CH - Supplies	6/7/2023	2023 - June - 3rd June Batch		
		001-000-180-518-50-31-00		CEN SVCS - Operating & Office Supplies		\$26.40
		Business Card Blanks		CH - Operating Supplies		\$14.11
		001-000-254-518-20-31-00				\$40.51
	Total 1Y4C-TY1J-1KPQ	Cleaning Supplies				\$973.37
	Total 53100					\$973.37
	Total Amazon Capital Services, Inc.					
53101	424323	PW - Veh Maint	4/7/2023	2023 - June - 3rd June Batch		
		101-000-000-542-30-48-04		PW - Clearing- Shared Veh/Equip Maint		\$92.85
	Total 424323	Oil Change				\$92.85
	425136	FAC - Veh Maint	5/2/2023	2023 - June - 3rd June Batch		
		001-000-181-518-30-48-00		FAC - Mtc Vehicle Mtc. & Repair		\$103.81
53101	Total 425136	Oil Change				\$103.81
	Total Art Gamblin Motors					\$196.66
	Black Diamond Auto Parts					\$196.66
	467603	PW - Veh Maint	5/1/2023	2023 - June - 3rd June Batch		
53102		101-000-000-542-30-48-04		PW - Clearing- Shared Veh/Equip Maint		\$629.36

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number		Name	Amount
				Title	
				Batteries	
	Total 467603				
	Total 53102				\$629.36
	Total Black Diamond Auto Parts				\$629.36
	CHS/Cenex Inc				\$629.36
	53103	128275 CHS PD 05.2023	5/31/2023	2023 - June - 3rd June Batch	
		PD - Fuel			
		001-000-210-521-10-32-00		PD - Fuel	\$3,261.06
		Police			
	Total 128275 CHS PD 05.2023				\$3,261.06
	Total 53103				\$3,261.06
	Total CHS/Cenex Inc				\$3,261.06
	City of Black Diamond				\$3,261.06
	53104	23039	6/23/2023	2023 - June - 3rd June Batch	
		May 2023 Service			
		404-000-020-594-34-63-00		Water Project: ARPA - 3rd Ave. Improvement	\$936.00
	Total 23039				\$936.00
	Total 53104				\$936.00
	Total City of Black Diamond				\$936.00
	City of Black Diamond/Retained Funds				\$936.00
	53105	4 PCI 06132023 R	6/13/2023	2023 - June - 3rd June Batch	
		Retainage			
		404-000-020-594-34-63-00		Water Project: ARPA - 3rd Ave. Improvement	\$2,797.55
	Total 4 PCI 06132023 R				\$2,797.55
	Total 53105				\$2,797.55
	Total City of Black Diamond/Retained Funds				\$2,797.55

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

Comcast

53106	8498 34 014 0152887 06.2023	6/5/2023	2023 - June - 3rd June Batch		
	May 2023 Service				
	001-000-214-521-20-42-00		PD - Tele / web / DSL / Air Cards		\$12.14
	PD Cable 0152887				
	Total 8498 34 014 0152887 06.2023				\$12.14
53106	8498 34 014 0155476 06.2023	6/3/2023	2023 - June - 3rd June Batch		
	May 2023 Service				
	001-000-191-525-60-31-00		EM - Supplies		\$12.21
	EM Cable 0125628				
	Total 8498 34 014 0155476 06.2023				\$12.21
Total Comcast					\$24.35
					\$24.35

Confidential Data Disposal

53107	162047	4/22/2023	2023 - June - 3rd June Batch		
	April 2023 Service				
	001-000-120-512-51-49-04		CRT - Shredding Services		\$15.00
	001-000-180-518-50-49-04		CEN SVCS - Shredding Services		\$15.00
	001-000-210-521-10-49-05		PD - Shredding Services		\$15.00
	Total 162047				\$45.00
53107	217695	3/14/2023	2023 - June - 3rd June Batch		
	March 2023 Service				
	001-000-120-512-51-49-04		CRT - Shredding Services		\$15.00
	001-000-180-518-50-49-04		CEN SVCS - Shredding Services		\$15.00
	001-000-210-521-10-49-05		PD - Shredding Services		\$15.00
	Total 217695				\$45.00
53107	219076	6/8/2023	2023 - June - 3rd June Batch		
	June 2023 Service				
	001-000-120-512-51-49-04		CRT - Shredding Services		\$15.00
	001-000-180-518-50-49-04		CEN SVCS - Shredding Services		\$15.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number		Name Title	Amount
Total Confidential Data Disposal	Total 219076		001-000-210-521-10-49-05	PD - Shredding Services	\$15.00
	Total 53107				\$45.00
	Total Confidential Data Disposal				\$135.00
	Total Confidential Data Disposal				\$135.00
Coro Medical	53108		3/28/2023	2023 - June - 3rd June Batch	
	PS-INV169494				
	PD - Supplies		001-000-210-521-10-31-00	PD - Operating Supplies	\$466.33
	Emergency Medical Supplies				
	Total PS-INV169494				\$466.33
	53108		3/28/2023	2023 - June - 3rd June Batch	
	PS-INV169494 MDRT				
	MDRT - Safety Supplies		001-000-246-558-70-35-00	MDRT - Small Tools and Safety Equipment	\$1,613.11
	AED				
	Total PS-INV169494 MDRT				\$1,613.11
Total Coro Medical	53108		3/28/2023	2023 - June - 3rd June Batch	
	PS-INV169494 PW				
	PW - Safety Supplies		101-000-000-542-30-31-04	PW - Uniforms & Safety Supplies	\$1,613.11
	AED				
	Total PS-INV169494 PW				\$1,613.11
	Total 53108				\$1,613.11
	Total Coro Medical				\$3,692.55
	Total Coro Medical				\$3,692.55
	Total Coro Medical				\$3,692.55
	Total Coro Medical				\$3,692.55
Elwalu LLC (Elephant Car Wash)	53109		5/31/2023	2023 - June - 3rd June Batch	
	1603 ELW				
	May 2023 Service		001-000-210-521-10-48-01	PD - Vehicle/Eq. Mtc. & Repair	\$221.47
	Total 1603 ELW				\$221.47
	Total 53109				\$221.47
	Total Elwalu LLC (Elephant Car Wash)				\$221.47
	Total Elwalu LLC (Elephant Car Wash)				\$221.47
	Total Elwalu LLC (Elephant Car Wash)				\$221.47
	Total Elwalu LLC (Elephant Car Wash)				\$221.47
	Total Elwalu LLC (Elephant Car Wash)				\$221.47

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
Fast Water Heater Company	53110	PLM23-0014	6/23/2023	2023 - June - 3rd June Batch		
		Refund Plumbing Permit			Plumbing Permits	\$150.00
		001-000-240-322-10-00-03		Duplicate Payment		
		001-000-240-341-81-00-00		PERM - Technology Cost Recovery Fee		\$45.00
		Duplicate Payment				
		Total PLM23-0014				\$195.00
		Total 53110				\$195.00
		Total Fast Water Heater Company				\$195.00
		Federal Eastern International				
	53111	54988600	5/1/2023	2023 - June - 3rd June Batch		
Total Federal Eastern International Ferguson Waterworks #3011		PD - Uniforms			PD - Uniforms	\$54.35
		001-000-210-521-10-31-04		Alterations		
		Total 54988600				\$54.35
		Total 53111				\$54.35
		Total Federal Eastern International				\$54.35
		Ferguson Waterworks #3011				\$54.35
	53112	0005207	6/13/2023	2023 - June - 3rd June Batch		
		Software Support through 8/2024			WTR - Meters & Related Costs	\$2,864.30
		401-000-000-534-80-31-04				\$2,864.30
		Total 0005207				\$2,864.30
Total Ferguson Waterworks #3011 Garrette Custom Homes		Total 53112				\$2,864.30
		Total Ferguson Waterworks #3011				\$2,864.30
		Garrette Custom Homes				\$2,864.30
	53113	BLD22-0197	6/23/2023	2023 - June - 3rd June Batch		
		Refund Permit Deposit			CD - Demo Deposit	\$874.62
		001-000-240-345-89-99-10				\$874.62
		Total BLD22-0197				\$874.62
		Total 53113				\$874.62
		Total Garrette Custom Homes				\$874.62

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
GMP Consultants, LLC					
53114	22-140		4/10/2023	2023 - June - 3rd June Batch	
		3/10/2023 - 4/05/2023 Service			
		001-000-180-518-50-41-03		CEN SVCS -hiring/Employment costs	\$945.00
	Total 22-140	Finance Director			\$945.00
53114	22-159		4/21/2023	2023 - June - 3rd June Batch	
		4/17/2023 - 4/19/2023 Service			
		001-000-180-518-50-41-03		CEN SVCS -hiring/Employment costs	\$577.50
	Total 22-159	Finance Director			\$577.50
53114	23-173		5/8/2023	2023 - June - 3rd June Batch	
		4/24/2023 - 5/03/2023 Service			
		001-000-180-518-50-41-03		CEN SVCS -hiring/Employment costs	\$1,758.75
	Total 23-173	Finance Director			\$1,758.75
Total 53114					\$3,281.25
Total GMP Consultants, LLC					\$3,281.25
HM Pacific Northwest. Inc					
53115	5910918		6/12/2023	2023 - June - 3rd June Batch	
		June 2023 Service			
		310-000-002-594-18-62-05		Gym Improvements	\$63.00
	Total 5910918	Concrete Disposal			\$63.00
Total 53115					\$63.00
Total HM Pacific Northwest. Inc					\$63.00
Home Depot Credit Service					
53116	3621173		6/8/2023	2023 - June - 3rd June Batch	
		MDRT - Supplies			
		001-000-248-518-20-48-00		MDRT - Bldg / Gen Mtc Costs	\$49.08
	Total 3621173	Duct Tape, Spray Paint, Metal Glide			\$49.08

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
53116	4010818	6/7/2023	2023 - June - 3rd June Batch		
		PW - Supplies			
		101-000-000-542-30-31-12	PW - Clearing Acct - Supplies		\$42.26
		PW - Shared Cost			\$42.26
	Total 4010818				
53116	4612893	6/27/2023	2023 - June - 3rd June Batch		
		PW - Supplies			
		101-000-000-542-30-31-12	PW - Clearing Acct - Supplies		\$151.09
		Inflator			\$151.09
	Total 4612893				
53116	5137672	6/26/2023	2023 - June - 3rd June Batch		
		Wellness Supplies			
		001-000-180-518-50-31-03	CEN SVCS - Wellness Supplies		\$76.05
		Hose Nozzle			\$76.05
	Total 5137672				
53116	6011500	5/18/2023	2023 - June - 3rd June Batch		
		PRK - Supplies			
		001-000-290-576-90-41-00	Deve Pocket Park		\$380.49
		Concrete			\$380.49
	Total 6011500				
53116	7012005	6/14/2023	2023 - June - 3rd June Batch		
		Gym - Supplies			
		001-000-270-575-51-31-00	GYM - Operating Supplies		\$48.89
		Lock Box			\$48.89
	Total 7012005				
53116	7614041	5/5/2023	2023 - June - 3rd June Batch		
		PD - Supplies			
		001-000-210-521-10-31-00	PD - Operating Supplies		\$12.87
		PD - Pad lock, Screw Eyes			\$12.87
	Total 7614041				

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

53116	8014800		5/4/2023	2023 - June - 3rd June Batch	
		PW - Supplies			
		401-000-000-534-80-31-01		WTR - Operating Supplies	\$55.38
		Alum Roll Flashing			
	Total 8014800				\$55.38
53116	8610925		6/13/2023	2023 - June - 3rd June Batch	
		Cem - Supplies			
		001-000-280-536-20-31-02		CEM - Operating Supplies	\$19.48
		Buckets			
	Total 8610925				\$19.48
53116	8612266		6/23/2023	2023 - June - 3rd June Batch	
		PW - Supplies			
		101-000-000-542-30-31-12		PW - Clearing Acct - Supplies	\$41.02
		Spider Spray, Air Freshener			
	Total 8612266				\$41.02
53116	8623172		6/23/2023	2023 - June - 3rd June Batch	
		PW - Supplies			
		101-000-000-542-30-31-12		PW - Clearing Acct - Supplies	\$197.74
		PW - Shared Cost			
	Total 8623172				\$197.74
53116	9135888		6/12/2023	2023 - June - 3rd June Batch	
		Cem / Prk - Supplies			
		001-000-270-576-80-31-03		PRK - Operating Supplies	\$172.79
		Hose, Waste Cans			
		001-000-280-536-20-31-02		CEM - Operating Supplies	\$206.44
		Hose, Waste Cans			
	Total 9135888				\$379.23
	Total 53116				\$1,453.58
	Total Home Depot Credit Service				\$1,453.58

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
Hunter Vaiese					
53117	4917.0	6/8/2023	2023 - June - 3rd June Batch		
		Utility Refund			
		401-000-000-343-40-00-01	Refund Closed Account	Water Charges	\$194.01
	Total 4917.0				
Total 53117					\$194.01
Total Hunter Vaiese					\$194.01
HWA GeoSciences Inc.					\$194.01
53118	34345	5/26/2023	2023 - June - 3rd June Batch		
		May 2023 Service			
		001-000-257-558-70-41-05	MDRT - Geotech		\$4,830.00
	Total 34345				\$4,830.00
53118	34357	5/26/2023	2023 - June - 3rd June Batch		
		May 2023 Service			
		001-000-257-558-70-41-05	MDRT - Geotech		\$1,500.00
	Total 34357				\$1,500.00
Total 53118					\$6,330.00
Total HWA GeoSciences Inc.					\$6,330.00
Jane Falding					
53119	2818.0	6/8/2023	2023 - June - 3rd June Batch		
		Utility Refund			
		401-000-000-343-40-00-01	Refund Closed Account	Water Charges	\$166.29
	Total 2818.0				\$166.29
Total 53119					\$166.29
Total Jane Falding					\$166.29

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

Johnsons Home & Garden

53120	472714		6/2/2023	2023 - June - 3rd June Batch	
		PW - Supplies			
		101-000-000-542-30-31-12		PW - Clearing Acct - Supplies	\$339.44
		Weed killer, Trimmer Line, Chain Saw Supplies			
	Total 472714				\$339.44
53120	472874		6/9/2023	2023 - June - 3rd June Batch	
		PW - Supplies			
		101-000-000-542-30-31-12		PW - Clearing Acct - Supplies	\$106.45
	Total 472874				\$106.45
53120	472946		6/13/2023	2023 - June - 3rd June Batch	
		PW - Supplies			
		101-000-000-542-30-31-12		PW - Clearing Acct - Supplies	\$107.59
		Pressure Washer Supplies			
	Total 472946				\$107.59
53120	473164		6/23/2023	2023 - June - 3rd June Batch	
		PW - Supplies			
		101-000-000-542-30-31-12		PW - Clearing Acct - Supplies	\$181.83
		Ladder hanger, Storage Hanges, Stain Pad,			
	Total 473164				\$181.83
	Total 53120				\$735.31
	Total Johnsons Home & Garden				\$735.31
	King County Finance - I-Net				
53121	11013672		5/31/2023	2023 - June - 3rd June Batch	
		May 2023 Service			
		001-000-145-518-80-42-00		IT - Telephone Costs	\$1,490.00
	Total 11013672				\$1,490.00
	Total 53121				\$1,490.00
	Total King County Finance - I-Net				\$1,490.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
Kirby Built Sales						
	53122	INVKSA4645	6/14/2023	2023 - June - 3rd June Batch		
		PRK - Equip				
		001-000-290-576-90-41-00		Deve Pocket Park		\$2,277.55
		Benches				
		Total INVKSA4645				
	Total 53122					\$2,277.55
	Total Kirby Built Sales					\$2,277.55
						\$2,277.55
L.N. Curtis & Sons						
	53123	INV712101	5/22/2023	2023 - June - 3rd June Batch		
		PD - Uniforms				
		001-000-210-521-10-31-04		PD - Uniforms		\$424.79
		Holsters				
		Total INV712101				
	Total 53123					\$424.79
	Total L.N. Curtis & Sons					\$424.79
						\$424.79
Miguel Angel Molina Pedroza						
	53124	06212023 MP	6/21/2023	2023 - June - 3rd June Batch		
		PD - Traffic School Refund				
		001-000-210-342-10-01-00		PD - Traffic School Fee		\$31.00
		Refund Over Payment				
		Total 06212023 MP				\$31.00
	Total 53124					\$31.00
	Total Miguel Angel Molina Pedroza					\$31.00
						\$31.00
Northstar Chemical Inc.						
	53125	25918	6/13/2023	2023 - June - 3rd June Batch		
		PW - Supplies				
		401-000-000-534-80-31-03		WTR - Caustic		\$3,580.49
		Total 25918				\$3,580.49
	Total 53125					\$3,580.49
	Total Northstar Chemical Inc.					\$3,580.49

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
Office Products Nationwide					
	53126	1215707-0	6/23/2023	2023 - June - 3rd June Batch	
		PD - Supplies			
		001-000-212-521-50-31-00		PD - Bldg Mtc Sup	\$98.80
		Restroom Supplies			
	Total 1215707-0				\$98.80
	Total 53126				\$98.80
	Total Office Products Nationwide				\$98.80
	Pacific Civil and Infrastructure				\$98.80
	53127	4	6/13/2023	2023 - June - 3rd June Batch	
		Progress Payment 4			
		404-000-020-594-34-63-00		Water Project: ARPA - 3rd Ave. Improvement	\$58,021.26
	Total 4				\$58,021.26
	Total 53127				\$58,021.26
	Total Pacific Civil and Infrastructure				\$58,021.26
	Perteet Inc.				\$58,021.26
	53128	20170202.0015-4	6/7/2023	2023 - June - 3rd June Batch	
		May 2023 Service			
		001-000-257-558-70-41-04		MDRT - Environmental Consultant-Perteet	\$6,677.50
	Total 20170202.0015-4				\$6,677.50
	Total 53128				\$6,677.50
	Total Perteet Inc.				\$6,677.50
	Pete Jon Swartz				\$6,677.50
	53129	06222023 PJS	6/22/2023	2023 - June - 3rd June Batch	
		Refund Overpayment - Parking Pass			
		001-000-271-347-30-00-00		Lake Sawyer Parking Fee	\$5.00
	Total 06222023 PJS				\$5.00
	Total 53129				\$5.00
	Total Pete Jon Swartz				\$5.00
	Puget Sound Energy				\$5.00

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

53130	06082023 PSE	6/8/2023	2023 - June - 3rd June Batch		
May 2023 Service					
	001-000-212-521-50-47-00	220013379882: Police Storage	PD - Electric/gas	\$134.52	
	001-000-212-521-50-47-00	200009377470: PD/CT Elec	PD - Electric/gas	\$577.04	
	001-000-254-518-20-47-00	220029575798: CH - Front of Upper Floor	CH - Utilities	\$149.07	
	001-000-254-518-20-47-00	200008062016: City Hall Elec	CH - Utilities	\$47.00	
	001-000-254-518-20-47-00	220029758004: CH - Rear 1/2 Both Floors	CH - Utilities	\$413.78	
	001-000-254-518-20-47-00	200008061844: City Hall Elec	CH - Utilities	\$201.30	
	001-000-254-518-21-47-00	MOD - Utility Expense	MOD - Utility Expense	\$457.37	
	001-000-270-575-30-47-00	220013379841: CD/PW Mod Bldgs Elec	PRK - Museum Electric/Gas	\$102.92	
	001-000-270-575-30-47-00	220031492105: Old Fire Station 99	PRK - Museum Electric/Gas	\$236.73	
	001-000-270-575-51-47-00	220013378793: Museum	GYM - Electricity and Gas	\$346.93	
	001-000-270-576-80-47-00	220013379652: Gym	PRK - Electric/Gas	\$12.83	
	001-000-270-576-80-47-00	220013379221: Lake Sawyer Boat Launch	PRK - Electric/Gas	\$4.10	
	001-000-280-536-20-47-00	220013379635: PW Shop-Parks 4%	CEM - Electric/Gas	\$2.05	
	101-000-000-542-63-47-01	220013379635: PW Shop-Cemetery 2%	STRT - Street Lighting	\$2,162.06	
	101-000-000-542-63-47-01	220013397355: PSE Streetlights	STRT - Street Lighting	\$11.38	
	101-000-000-542-63-47-01	220013379247: 216th Signal & Street Lights	STRT - Street Lighting	\$12.93	
	101-000-000-542-63-47-01	220019188881: Intersection Light 24430 Morgan St	STRT - Street Lighting	\$10.43	
	101-000-000-542-63-47-01	220024466751: 24619 Morgan St	STRT - Street Lighting	\$14.78	
	101-000-000-542-63-47-01	220013379601: Baker St Crosswalk	STRT - Street Lighting	\$134.64	
	101-000-000-542-63-47-01	220014704229: Intersection Light 219th & SE 296th St			

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		101-000-000-542-63-47-01	STRT - Street Lighting	\$70.58
		220013379817: Ped Lighting Roberts		
		101-000-000-542-63-47-01	STRT - Street Lighting	\$35.22
		220013379197: Cov Sawyer & 216th		
		101-000-000-542-63-47-01	STRT - Street Lighting	\$85.10
		220024468559: Roberts Dr & Bruckners Way		
		101-000-000-543-50-47-00	PW - Electric/Gas	\$22.57
		220013379635: PW Shop-Street 22%		
		401-000-000-534-80-47-00	WTR - Electric/Gas	\$22.05
		220013378850: .5 Mil Gal Resv		
		401-000-000-534-80-47-00	WTR - Electric/Gas	\$506.56
		220013378868: 4.3 Mil Gal Resv		
		401-000-000-534-80-47-00	WTR - Electric/Gas	\$24.63
		220013379635: PW Shop-Water 24%		
		401-000-000-534-80-47-00	WTR - Electric/Gas	\$2,079.51
		220013378835: Booster Station		
		407-000-000-535-80-47-00	SEW - Electric/Gas	\$33.75
		220013379643: Diamond Glen Sewer		
		407-000-000-535-80-47-00	SEW - Electric/Gas	\$12.95
		220013379619: Sewer Pump		
		407-000-000-535-80-47-00	SEW - Electric/Gas	\$24.63
		220013379635: PW Shop-Sewer 24%		
		407-000-000-535-80-47-00	SEW - Electric/Gas	\$97.20
		220013378819: Morganville Lift Station		
		410-000-000-531-10-47-00	STRM - Electric/Gas	\$24.63
		220013379635: PW Shop-Drainage 24%		
		Total 06082023 PSE		
		Total 53130		\$8,071.24
		Total Puget Sound Energy		\$8,071.24
		Raedeke Associates Inc		\$8,071.24
		53131		
		60669		
		6/8/2023	2023 - June - 3rd June Batch	
		May 2023 Service		
		001-000-240-558-51-41-07	COM DEV - Advertising & other/reimb costs	\$1,899.00
		Sayer - 2nd Review		
		Total 60669		\$1,899.00
		Total 53131		\$1,899.00
		Total Raedeke Associates Inc		\$1,899.00

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

Republic Services #176

53132	0176-007072339	May 2023 Service	5/31/2023	2023 - June - 3rd June Batch	
		001-000-254-518-20-47-01	CH	CH -Waste Disposal	\$338.60
		001-000-254-518-21-47-01	MOD	MOD - Waste Disposal	\$112.86
	Total 0176-007072339				\$451.46
53132	0176-007072575	May 2023 Service	5/31/2023	2023 - June - 3rd June Batch	
		001-000-270-576-80-47-04	PW-Parks	PRK - Garbage & Waste Disposal	\$288.54
		001-000-280-536-20-47-04	PW-Cemetery	CEM - Waste Disposal	\$23.08
		101-000-000-543-50-47-04	PW-Street	STRT - Waste Disposal	\$184.66
		401-000-000-534-80-47-04	PW-Water	WTR - Waste Disposal	\$219.29
		407-000-000-535-80-47-04	PW-Sewer	SEW - Waste Disposal	\$219.29
		410-000-000-531-10-47-04	PW-Drainage	STRM - Waste Disposal	\$219.28
	Total 0176-007072575				\$1,154.14
53132	0176-007072701	May 2023 Service	5/31/2023	2023 - June - 3rd June Batch	
		001-000-212-521-50-47-04	Police & Court	PD - Waste Disposal	\$510.25
	Total 0176-007072701				\$510.25
	Total 53132				\$2,115.85
	Total Republic Services #176				\$2,115.85

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

RH2 Engineering Inc.

53133	91179	6/15/2023	2023 - June - 3rd June Batch		
		May 2023 Service			
		404-000-020-594-34-63-00	Water Project: ARPA - 3rd Ave. Improvement		\$4,126.39
	Total 91179				\$4,126.39
53133	91181	6/15/2023	2023 - June - 3rd June Batch		
		May 2023 Service			
		404-000-016-594-34-63-00	WTR - Loop - SR 169 - Const		\$2,436.70
	Total 91181				\$2,436.70
53133	91219	6/16/2023	2023 - June - 3rd June Batch		
		May 2023 Service			
		001-000-257-558-70-41-02	MDRT - Civil Engineering		\$1,197.97
	Total 91219				\$1,197.97
53133	91329	6/20/2023	2023 - June - 3rd June Batch		
		May 2023 Service			
		101-000-000-542-30-41-05	STRT - Professional Services		\$372.53
		101-000-000-542-30-41-13	STRT - Prof Serv - Eng. Civil Review		\$2,364.00
		401-000-000-534-80-41-10	WTR - Prof Serv- Civil Eng		\$372.52
		401-000-000-534-80-41-13	WTR - Prof Service-GIS		\$2,701.90
		401-000-000-534-80-41-13	WTR - Prof Service-GIS		\$2,364.00
		407-000-000-535-80-41-01	SEW - Prof Srvs-GIS & other review		\$372.52
		407-000-000-535-80-41-13	SEW - Prof Service - Eng. Civil Review		\$2,364.00
		410-000-000-531-10-41-13	STRM - Prof Service - Eng. Civil Review		\$372.52
		410-000-000-531-10-41-13	STRM - Prof Service - Eng. Civil Review		\$2,364.00
	Total 91329				\$13,647.99
	Total 53133				\$21,409.05
Total RH2 Engineering Inc.					
Scheibmeir, Kelly & Satterfield					
53134	24136	5/31/2023	2023 - June - 3rd June Batch		
		May 2023 Service			
		001-000-242-558-60-41-00	Prof Serv-Hearing Examiner		\$275.00
		Taqueria La Finca			
	Total 24136				\$275.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
53134	24137		5/31/2023	2023 - June - 3rd June Batch	
		May 2023 Service			
		001-000-242-558-60-41-00		Prof Serv-Hearing Examiner	\$550.00
		CD			
Total 53134	Total 24137				\$550.00
Total Scheibmeir, Kelly & Satterfield					\$825.00
Scott Hanis					\$825.00
53135	06262023 SH		6/26/2023	2023 - June - 3rd June Batch	
		Employee Reimbursement			
		101-000-000-542-30-43-01		PW - Clearing- Shared Meals, Miles & Lodging	\$172.66
		Mileage Reimbursement - 263.6 Miles - PW Director Training - Spanaway, WA			
Total 53135	Total 06262023 SH				\$172.66
Total Scott Hanis					\$172.66
SHI International Corp.					\$172.66
53136	B16960743		6/8/2023	2023 - June - 3rd June Batch	
		IT - Software Sub Through 6/2024			
		001-000-145-518-80-41-09		IT - Adobe Acrobat Costs & License	\$9,681.76
Total 53136	Total B16960743				\$9,681.76
Total SHI International Corp.					\$9,681.76
Signs By Tomorrow					\$9,681.76
53137	INV-40573		6/1/2023	2023 - June - 3rd June Batch	
		PW - Supplies			
		101-000-000-542-30-31-12		PW - Clearing Acct - Supplies	\$159.76
		Vehicle Decals			
Total 53137	Total INV-40573				\$159.76
Total Signs By Tomorrow					\$159.76

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

Sound Publishing Inc.

53138	ECH975581	4/26/2023	2023 - June - 3rd June Batch		
		April 2023 Service			
		001-000-240-558-60-41-75		PLN - Advertising - Long range planning	\$234.90
	Total ECH975581				\$234.90
53138	ECH976754	5/17/2023	2023 - June - 3rd June Batch		
		May 2023 Service			
		101-000-000-542-30-41-75		STRT - Advertising	\$214.20
		6 YR Traffic Imp Plan			
	Total ECH976754				\$214.20
53138	ECH977020	5/17/2023	2023 - June - 3rd June Batch		
		May 2023 Service			
		001-000-246-558-70-44-00		MDRT - Advertising	\$186.60
		PLN23-0025			
	Total ECH977020				\$186.60
53138	ECH977021	5/17/2023	2023 - June - 3rd June Batch		
		May 2023 Service			
		001-000-246-558-70-44-00		MDRT - Advertising	\$186.60
		PLN23-0024			
	Total ECH977021				\$186.60
53138	ECH977022	5/17/2023	2023 - June - 3rd June Batch		
		May 2023 Service			
		001-000-246-558-70-44-00		MDRT - Advertising	\$248.70
		PLN23-0019			
	Total ECH977022				\$248.70
53138	ECH977034	5/17/2023	2023 - June - 3rd June Batch		
		May 2023 Service			
		001-000-240-558-60-41-75		PLN - Advertising - Long range planning	\$186.60
		PLN22-0091 SEPA			
	Total ECH977034				\$186.60

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

53138	ECH977778	5/31/2023	2023 - June - 3rd June Batch		
		May 2023 Service			
		001-000-240-558-60-41-75	PLN - Advertising - Long range planning		\$207.30
		Diamond Square			
	Total ECH977778				\$207.30
	Total 53138				\$1,464.90
	Total Sound Publishing Inc.				\$1,464.90
	Sova Consulting				
53139	23030A	5/31/2023	2023 - June - 3rd June Batch		
		May 2023 Service			
		310-000-002-594-18-62-10	CIP - Future Campus Planning		\$5,000.00
		Appraisal Report			
	Total 23030A				\$5,000.00
	Total 53139				\$5,000.00
	Total Sova Consulting				\$5,000.00
	Summit Law Group, PLLC				\$5,000.00
53140	146184	6/16/2023	2023 - June - 3rd June Batch		
		May 2023 Service			
		001-000-150-515-41-41-08	Legal Svcs-Union Contracts		\$151.50
		Teamsters			
	Total 146184				\$151.50
	Total 53140				\$151.50
	Total Summit Law Group, PLLC				\$151.50
	Tacoma Public Utilities				
53141	05312023 TPU	5/31/2023	2023 - June - 3rd June Batch		
		May 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		\$16,798.13

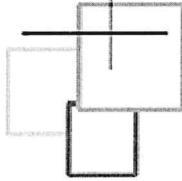
Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	

	Total 05312023 TPU				
Total 53141					\$29,917.95
Total Tacoma Public Utilities					\$29,917.95
TMG Services, Inc.					\$29,917.95
53142	50204	6/23/2023	2023 - June - 3rd June Batch		
		PW - Equipment			
		401-000-000-534-80-41-02		WTR - Testing and Sampling	\$15,512.58
		Chlorine Analyzer			
Total 50204					
Total 53142					\$15,512.58
Total TMG Services, Inc.					\$15,512.58
Tristan Lawson					\$15,512.58
53143	4729.0	6/8/2023	2023 - June - 3rd June Batch		
		Utility Refund			
		401-000-000-343-40-00-01		Water Charges	\$120.54
		Refund Closed Account			
Total 4729.0					
Total 53143					\$120.54
Total Tristan Lawson					\$120.54
TRM Wood Products Co. Inc.					\$120.54
53144	424265	6/7/2023	2023 - June - 3rd June Batch		
		PD - Supplies			
		001-000-215-521-10-31-00		PD - Marine Operating Supplies VRF Grant	\$334.84
		Sign Posts			
Total 424265					
Total 53144					\$334.84
Total TRM Wood Products Co. Inc.					\$334.84
					\$334.84

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
Utilities Underground Location Center				
53145	3050128	5/31/2023	2023 - June - 3rd June Batch	
	May 2023 Service			
	401-000-000-534-80-41-08	# Locates	WTR - Locating Service	\$68.37
	Total 3050128			\$68.37
	Total 53145			\$68.37
Total Utilities Underground Location Center				
Valley Defenders				
53146	05232023	5/23/2023	2023 - June - 3rd June Batch	
	May 2023 Service			
	001-000-151-515-91-41-00	Additional Court Calendar	CRT - Legal-Public Defender	\$500.00
	001-000-151-515-91-41-00		CRT - Legal-Public Defender	\$3,750.00
	Total 05232023			\$4,250.00
	Total 53146			\$4,250.00
Total Valley Defenders				
VenTek International				
53147	138233	6/1/2023	2023 - June - 3rd June Batch	
	June 2023 Service			
	001-000-270-576-80-41-02		PRK - Venvue Pay Station	\$90.00
	Total 138233			\$90.00
	Total 53147			\$90.00
Total VenTek International				
Vision Municipal Solutions, LLC				
53148	098-12818	6/8/2023	2023 - June - 3rd June Batch	
	Bill Forms			
	401-000-000-534-80-49-04	Printing - Utility Bills	WTR - Printing	\$335.65
	407-000-000-535-80-49-03	Printing - Utility Bills	SEW - Printing	\$335.65
	410-000-000-531-10-49-03		STRM - Printing	\$167.83

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
		Printing - Utility Bills			
	Total 098-12818				
	Total 53148				
	Total Vision Municipal Solutions, LLC				
	Washington State Patrol				
	53149	00180797	6/27/2023	2023 - June - 3rd June Batch	
		June 2023 Service			
		001-000-214-521-20-42-02		PD - WSP Access	
		Qtrly WSP Access Fee			
		Total 00180797			\$600.00
	Total 53149				
	Total Washington State Patrol				
	Water Management Laboratories, Inc.				
	53150	212181	5/31/2023	2023 - June - 3rd June Batch	
		May 2023 Service			
		401-000-000-534-80-41-02		WTR - Testing and Sampling	
		Total 212181			\$23.00
	53150	212223	6/5/2023	2023 - June - 3rd June Batch	
		June 2023 Service			
		401-000-000-534-80-41-02		WTR - Testing and Sampling	
		Total 212223			\$76.00
	53150	212544	6/19/2023	2023 - June - 3rd June Batch	
		May 2023 Service			
		401-000-000-534-80-41-02		WTR - Testing and Sampling	
		Total 212544			\$512.00
	Total 53150				
	Total Water Management Laboratories, Inc.				
					\$512.00
					\$611.00
					\$611.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
Work-Sports & Outdoors						
53151	1-2248551	PW - Uniforms 101-000-000-542-30-31-04 Uniforms	5/3/2023	2023 - June - 3rd June Batch		
	Total 1-2248551			PW - Uniforms & Safety Supplies		\$39.15
53151	1-2248553	PW - Uniforms 101-000-000-542-30-31-04 Uniforms	5/3/2023	2023 - June - 3rd June Batch		\$39.15
	Total 1-2248553			PW - Uniforms & Safety Supplies		\$626.58
Total 53151						\$665.73
Total Work-Sports & Outdoors						\$665.73
	Vendor Count	55		Grand Total		\$285,042.11

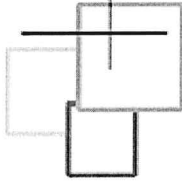


Voucher Directory with Transaction Date

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
Honey Bucket/Northwest Cascade Inc.					
53152	0553548086	6/20/2023 - 7/17/2023 Service	6/20/2023	2023 - July - 1st July 2023 Batch	
		001-000-270-576-80-31-00		PRK - Portable Restroom Facility	\$98.00
		Parks-Boat Launch Rental: 145291			\$98.00
	Total 0553548086				
53152	0553548087	6/20/2023 - 7/17/2023 Service	6/20/2023	2023 - July - 1st July 2023 Batch	
		001-000-270-576-80-31-00		PRK - Portable Restroom Facility	\$123.00
		Regional Park w/ Hand Sanitizer: 0071400003			\$123.00
	Total 0553548087				
53152	0553548088	6/20/2023 - 7/17/2023 Service	6/20/2023	2023 - July - 1st July 2023 Batch	
		001-000-270-576-80-31-00		PRK - Portable Restroom Facility	\$98.00
		Lake Sawyer Regional Park: 71400002			\$98.00
	Total 0553548088				\$319.00
Total Honey Bucket/Northwest Cascade Inc.					
Sorci Family LLC					
53153	07012023 SFLLC	July 2023 Rent	7/1/2023	2023 - July - 1st July 2023 Batch	
		001-000-254-518-20-45-06		CH - 2023 - Bldg Rent	\$11,497.50
		City Hall Building			
		001-000-254-518-21-45-02		MOD - Land Rental	\$1,988.56

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

			Land Rental		
		Total 07012023 SFLLC			\$13,486.06
		Total 53153			\$13,486.06
		Total Sorci Family LLC			\$13,486.06
				Grand Total	\$13,805.06
		Vendor Count	2		



Voucher Directory with Transaction Date

Vendor		Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
			Account Number		Name Title	
Clair Kintanar		53154	R 08262020 CK	6/23/2023	2023 - June - June Void Batch	
			Reissue Ck Lost In Mail			
			001-000-120-512-51-41-02		CRT - Protem Judge	\$120.00
			2 hours			\$120.00
		Total 53154	Total R 08262020 CK			\$120.00
		V 49144	V 08262020 CK	6/23/2023	2023 - June - June Void Batch	
			Void / Reissue Ck Lost in Mail			
			001-000-120-512-51-41-02		CRT - Protem Judge	(\$120.00)
			2 hours			(\$120.00)
		Total V 49144	Total V 08262020 CK			(\$120.00)
Total Clair Kintanar						\$0.00
		Vendor Count	1		Grand Total	\$0.00

BLACK DIAMOND CITY COUNCIL MINUTES
Special Meeting of May 20, 2023 - Retreat
Hybrid Meeting Via Zoom and In-Person
Black Diamond Bakery, 32805 Railroad Avenue, Black Diamond,
Washington

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the special meeting to order at 8:30 a.m.

ROLL CALL:

PRESENT: Councilmembers Deady, Douglass, Smith, Mulvihill, de Leon, Jones, Page (Councilmember de Leon was not present during roll call and entered the meeting at 8:32 a.m.)

ABSENT: None

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

Mayor Benson welcomed everyone and turned the meeting over to our facilitator, Jim Reid of The Falcon Group.

For meeting content and discussion attached is the meeting summary which is incorporated into the minutes.

ADJOURNMENT:

The meeting was adjourned at 3:41 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk



CITY COUNCIL ANNUAL RETREAT

Saturday, 20 May 2023, 8:30 a.m. – 3:40 p.m.

Black Diamond Bakery and Restaurant
32805 Railroad Ave., Black Diamond

SUMMARY

OF THE MEETING'S MAJOR DISCUSSIONS AND DECISIONS

06.23.23, Final Edition

ATTENDED: Mayor Carol Benson; Council Members Tamie Deady, Brad Douglass, Kristiana de Leon, Nate Jones, Leih Mulvihill, Debbie Page, and Therron Smith; Brenda Martinez, City Clerk; Rob Reed, Information Technology Manager; Jake Kapsandy, Communication and Information Services; and Jim Reid, The Falconer Group, Facilitator.

COUNCIL AND MAYOR LIST MAJOR ACCOMPLISHMENTS OF 2022

To begin this year's retreat, the City Councilmembers and Mayor Benson cited the City's major accomplishment of 2022. They were:

- Flags at crosswalks enhance safety.
- Black Diamond "Be Kind" campaign.
- The City passed the Pride Proclamation and raised the Pride flag.
- New sidewalks on Roberts Dr., which connect old and new neighborhoods.
- We recognized the leadership, service, and heroism of those who have served the community. In doing so, we tethered the past and future.
- The Council listened to and heard community concerns. When a developer requested to work on a project at night, citizens voiced concerns and opposition. We acted by denying the variance.
- Juneteenth Proclamation and Flag.
- Progress on SR 169.
- Our use of ARPA grant funds totaling \$1.4 million to help people pay rent and utilities, improve water lines on SR 169, and fund the Community Center.

- Contract with Mountainview demonstrated the City is a good partner. The cooperation resulted in purchasing an aid car and fire engine. We involved the union and had its support.
- Guiding Principles were read at every meeting.
- In 2022 the Town Hall focused on the business community and the role the City could play in supporting small business owners.
- We've renewed our relationship with the Maple Valley/Black Diamond Chamber of Commerce.
- The significant number of women who are in leadership positions in Black Diamond, including the Mayor, Councilmembers, and the Chiefs of Police and Fire.
- The increase the budgetary support for Rainier Foothills. How a community treats its children and youth reflects the community's values. Our support of mental health services for children and youth reflects positively on what the City values.
- Good progress on the parks plan and have begun updating the Comprehensive Plan with public input.
- We may get a new City Hall with a minimum cost to the City. This building will bring all staff together and help unite the community.
- We are close to having a fully staffed Police Department.
- The sidewalk plan has increased accessibility to library and is connecting it to Ten Trails.
- Our IT staff has made major technical improvements and Black Diamond's ability to offer hybrid meetings has become a role model for other cities, who are seeking our expertise and guidance.
- Channelization improvements at Roberts Road and SR 169 has improved traffic flow and safety.
- Public Works is making infrastructure improvements that are strengthening phone service.
- The Therapeutic Court is making strides in reducing recidivism.
- Open house for community volunteers.
- The negotiations that resulted in the new police contract, including cost-of-living adjustments.

After the Council and Mayor listed these accomplishments, they offered insights into the factors that made them possible.

- The City's communications with residents, including listening to their interests and needs. And the City's messaging is effective.
- We respect each other and collaborate effectively, even when we disagree. And it is not about us; it's about what is best for the community.
- We keep our eyes focused on the long-term horizon.
- The Council's passion is like the power of the sun. We focus its energy to do the right thing. Talented, committed people—Council, staff, residents, business people—are committing time and energy, and increasingly rowing in the same direction to accomplish big things.

COUNCIL AND MAYOR ENVISION BLACK DIAMOND IN 10-20 YEARS

In preparing for the retreat, a number of Council members observed that the City's Comprehensive Plan offers a vision and policies to guide development of the City. But the Mayor and Council have not had a common vision that unites them and gives guidance in determining their goals and priorities. Therefore, an important discussion during this year's retreat was answering the question: ***"What do you imagine Black Diamond could or should be in 10-20 years?"***

Mayor Benson provided some context for this discussion by providing an oversight of the City's history:

1. Until the 1990s, Black Diamond's population was fairly stable at 2000 residents. When Lake Sawyer was annexed, the population doubled.
2. The Urban Growth Area (UGA) that was established as required by the Growth Management Agreement (GMA) expanded the City's physical limits.
3. The development of Ten Trails, a Master Planned Development, established three distinct neighborhoods in Black Diamond: Ten Trails, Historic Old Town, and Lake Sawyer.
4. There are two potential annexation areas, but an increasing number of residents have accepted the community as it is today.
5. The Mayor stated that she doesn't think the City needs to annex more land; but with more people coming here, the density will increase, which will lead to more housing options. That does not mean that Black Diamond needs to look like Maple Valley or Covington.

Here is the vision that was articulated by the Council and Mayor at this year's retreat. Ten to twenty years from today:

- Black Diamond will not only be a great place to live, but a destination community.
- The people of Black Diamond will have fully embraced our heritage and our future. The City will have capitalized on change to strengthen the community by preserving its past and anticipating and focusing on the future. Historic Black Diamond will be in evidence in the design of many buildings and will exist in harmony with newer, more modern facilities.
- Black Diamond will have two to four times as many people as in 2023, and the three neighborhoods will be fully connected and unified to form a cohesive community.
- The City's culture will be caring, welcoming, and open, and will be offering services that bring out peoples' humanity.
- The community's strong and robust economy will help shape Black Diamond's unique identity.
- The community's natural beauty—forests, parks, trails—will be even more vibrant.
- Because affordable housing is available, Black Diamond will have a more diverse population that reflects a diversity of income levels.
- A technological center of excellence that is performing cutting edge research in partnership with an institute of higher education will be located in Black Diamond.
- Black Diamond will be known for being a "carbon neutral community."
- Skilled manufacturing will have returned to the community.
- High-skilled, high-paying jobs will bring more resources and amenities.
- Facilities, including recreational, will be available to older residents.
- A vibrant, active parks system, including a regional park along Lake Sawyer, will serve the diverse needs and interests of the residents.
- A strong partnership with the federal and state governments will be bringing financial support to help achieve Black Diamond's vision.
- Processes and procedures have been streamlined to ensure that the things we want and are working for get done.
- The Council's Action Plan ensures a smooth transition between the Council of 2023 and future City Councils.
- More people will commute into Black Diamond than out of it, and the community is less dependent on cars.
- The City's creativity and outreach will attract businesses that can invest in the long-term future and will help them gain greater access to capital. City policies and actions will also help facilitate the growth and prosperity of small businesses.

COUNCIL AGREES TO DEVELOP A COUNCIL ACTION PLAN

During the discussion of the vision for Black Diamond's future in ten to twenty years, the Council agreed to develop a Council Action Plan. Council members Debbie Page, Tamie Deady, and Brad Douglass will develop the prototype and share it with the other four members and Mayor Benson by the end of August.

The Action Plan should include the vision articulated today and will be a "living list" of the Council's priorities, both current and future. The Council should reexamine the plan at least once per quarter and work with the Mayor and department directors to track progress in implementing it.

The document is envisioned as a guide for future Council members and a bond between today's Council members and their successors.

GUIDING PRINCIPLES: A ROAD MAP TO ACHIEVE THE CITY'S PRIORITIES

At last year's retreat, the Council and Mayor Benson achieved consensus on eight guiding principles (see **ATTACHMENT** on page 11.) They also identified strategies to ensure the principles guide decisions on policy and operations. During the last year the Councilmembers have read the guiding principles at Council meetings. Some Councilmembers observed that more is needed to ensure that the principles unify them and the Administration and serve as the "road map" for making choices and establishing priorities that are implemented through policies, programs, and the budget.

Below are the eight Guiding Principles. Underneath them are examples that Mayor Benson cited of what the City is currently doing to advance them. Then come the Council's suggestions for actions that could be taken in the future to advance the principles. These ideas may be near- or long-term priorities, depending on the availability of funding.

Growth and Development

What the City is currently doing:

- Staff assures that development is planned and built within the guidelines of our design standards and City codes.
- Staff holds pre-application meetings with developers.

The Council's additional ideas:

- Create an information packet for new businesses.
- Implement a program to attract the kinds of businesses we want while maintaining land use and zoning standards.
- Develop a "sister cities" program.
- Allow "infill" development at a higher density to help create more affordable housing.

Social and Economic Vitality

What the City is currently doing:

- Rainier Foothills Wellness Foundation—financial support for in-school counselors.
- Black Diamond Community Center—financial support.
- Port of Seattle grant to help local businesses.

Council's additional Ideas:

- Hire an Economic Development Director and establish an Economic Development Department.
- Proactively promote economic development through continuous meetings with businesses and business leaders and advertise and market the City.
- Put a small business directory on the website.
- Sponsor summer activities in Old Town to attract residents to that neighborhood.
- Become a business hub for entrepreneurs and a market place for creative, cutting-edge ideas.
- Establish a cannabis district.
- "Welcome to Black Diamond! Get On Our Grass!" (Rather than "Stay Off the Lawn!")

Environmental Stewardship

What the City is currently doing:

- Partner with King County regarding fish passage.
- Promote educational information through our City newsletter regarding stormwater.
- Secured grant funding for Lake Sawyer aquatic invasive weeds control.
- Partner with King County for Lake Sawyer water monitoring.

Council's additional Ideas:

- Keep Lake Sawyer a green space with a park.
- Provide heat pump credits, incentives for lowering water consumption and induction stoves.
- Establish an Urban Forestry Program in partnership with the UW and WSU; hire a ranger.
- Put stencils of fish on stormwater drains.
- Make Black Diamond a "Tree City USA." Hire an arborist, promote urban fish, and establish offset/credit programs.

City Leadership and Services

What the City is currently doing:

- Transparency to citizens through communication channels such as the website and social media.
- Bi-weekly management meetings.

Council's additional Ideas:

- Provide broader public broadband/wi-fi.
- Hold town halls in spring and fall.

- Develop a “scorecard” for the guiding principles to increase accountability. “A Report Card at a Glance.”
- Hire a City Administrator and an Economic Development Director.
- Establish a Parks and Recreation Department
- Provide programs for people of all ages at the Community Center.
- Hire or help fund social workers.
- Build a partnership with the Muckleshoot Tribe.
- Establish restorative justice program with alternatives to incarceration.
- Make Haley of the MDRT a full-time employee!

Infrastructure

What the City is currently doing:

- Upgrade existing water lines.
- Continue to improve our Information Technology (IT) infrastructure.

Council’s additional Ideas:

- Provide public Wi-Fi in Old Town.
- Bring fiber optics to the homes in the city.
- Provide more parking in Old Town.
- Get public transit to Black Diamond, including van pools, busses, and rail.
- Maintain the water tower.
- Establish fully separated and protected bike lanes.
- Make Black Diamond “carbon neutral” through buildings and transit.
- At Lake Sawyer, provide improved public facilities, disc golf, and a trail network.

Mobility

What the City is currently doing:

- Continuing to improve city streets and build sidewalks in areas the City has identified in the Six-Year Transportation Improvement Plan (TIP).
- Working with funding agencies to secure grants for TIP projects.
- Gateway projects.
- SR 169 roundabouts and two signalized stoplights at Baker and Lawson Streets.

Council’s additional Ideas:

- Establish a Black Diamond shuttle to help connect and integrate the three neighborhoods.
- Identify opportunities to partner with transit agencies and others on non-fixed route options.
- Provide multi-modal means of accessing public spaces, such as parks.
- Place a vehicle charging station in Old Town.
- Provide more handicap accessibility.

Inclusion, Diversity, Equity, and Accountability (IDEA)

What the City is currently doing:

- Ensure diversity in employment.
- Actively searching for DEI Commission members.

Council's additional Ideas:

- Provide IDEA training courses.
- Offer multi-lingual services for all City programs.
- Every month showcase a person of note.
- Conduct a yearly audit of hiring and promotion practices.
- Provide regularly scheduled comparisons with other similar cities for pay fairness and competitiveness with the job market.
- Create adaptive play spaces.
- City plug into various neighborhood activities.
- Use a different font on the Guiding Principles cards to make them easier to read.

Public Safety

What the City is currently doing:

- Work with the Fire Department to identify needs to maintain facilities, equipment, and personnel.
- Ensure the Police Department is proactive and community based.
- Teach DARE at the Black Diamond Elementary School.
- Provide employees with a wellness program and a gym for their use.
- Municipal Court and Therapeutic Court Program.
- Staff assigned to emergency management.

Council's additional Ideas:

- Establish restorative justice programs.
- Establish a gun buy-back program with money offered to incentivize participation.
- Establish behavioral and mental health clinics.
- Promote "Stop the Bleed."
- Offer CPR classes.
- Provide clearer communication cooling centers.
- Provide shields for officers and active shooter information.
- Put up a fence around the stormwater catch basin on Sunny Lane.
- Offer special classes on topics of safety, such as fentanyl, online bullying, etc.
- Create an emergency text message system or an App to auto-dial phone system for emergency alerts.

After all the Council members' ideas had been recorded and briefly reviewed, a broader discussion ensued. Here are the highlights from it:

1. The actions listed under the Guiding Principles should be somehow integrated or compatible with the ideas in the Council Action Plan.

2. Many of the suggestions of actions to advance the Guiding Principles require help from and coordination with King County, the state, and our tri-city colleagues, Maple Valley and Covington.
3. To make progress on these ideas, we should invite King County Council member Regan Dunn to meet with us throughout the year.
4. We should also be more proactive in defining and implementing a legislative lobbying campaign. One suggestion was to invite the legislators who represent Black Diamond in Olympia and Council member Dunn to tour key places in the community that reflect our priorities.
 - a. The Mayor and Council need to agree on three priorities to present to the legislators.
 - b. We also need talking points (a “talk track”) so that we all speak the same words and present a united front when working with the State Legislature and Governor’s Office and with the King County Executive and Council.
 - c. The City should also ensure that its priorities are reflected in the Sound Cities Association Public Issues Committee’s agenda.
5. We need to also ask “What fences do we have that are creating barriers to equity and justice? How do we remove them? What services should we provide to achieve more equity? And if we don’t directly provide the services, what can we do to reduce the barriers so that others can provide them?”

At the end of the discussion Council member Smith reminded everyone that the City’s intention is to help everyone benefit. In doing so, “We are not trying to take anything away from anyone. We want everyone to prosper.”

Finally, Mayor Benson and the Council said that “Each month we should do a deep dive on a different Guiding Principle.”

COUNCIL PREPARES FOR JUNE DISCUSSION WITH FCS GROUP ABOUT FINANCIAL SUSTAINABILITY

Mayor Benson and the Council had a brief discussion of the June 2023 discussion with representatives of the FSC Group during which they will discuss the possibility of submitting to the voters a ballot measure to increase the property tax to fund public safety (a levy lid lift).

At that discussion the Council is interested in understanding very clearly how the levy lid lift would impact residents. They asked the Mayor to request that the FSC Group presentation also address these questions:

1. What is the cost of a Full-Time Equivalent (FTE) employee, including factoring in inflation?
2. What would be the cost per year for each homeowner of raising the property tax levy by one percent? And if other percentages are being considered, what, then, would be their costs to Black Diamond’s homeowners?

3. What limited sources of revenue does the City have? What would be the impacts of budget reductions to close the fund deficit?
4. What are the pros and cons of other increases, such as the car tabs and a Business and Occupation Tax (B&O tax)?

IDEAS FOR COMMUNITY ENGAGEMENT AND TRANSPARENCY

The Council and Mayor are interested in actively engaging the community in the affairs of the City so that residents and business owners are more involved in charting the City's future. The City currently engages the community through the newsletter, website, and social media, including Instagram, Facebook, and Twitter. Brenda and Rob also post on social media the Council proceedings.

The discussion generated these additional ideas for transparently engaging the community:

- When out and about in the community, Council members should wear their Council badge so that they are more visible as representatives of the City.
- Hold two Town Halls per year and focus them on specific issues, such as the recent Town Hall that focused on the needs of small businesses in Black Diamond.
- Council members could host "open sessions" during which residents had the opportunity to ask questions about City projects and initiatives.
- At making reports at Council meetings, Council members could take a little more time to provide context and background, i.e., an overview of the issue, the process used to reach the recommendation, and other information that would offer insights into the importance of the issue.
- Establish a calendar of community events that is shared with the residents and businesses.
- When responding to emails, speak only for yourself, check with the City Attorney when necessary, and be clear and concise in your answer.
- Figure out ways to meet people where they are, not where we are.
- Be very specific about why we are posting and what we are posting. Examples: events, road closures, weather updates, public safety updates.
- Make it easier for people to opt into the City's online messages.
- Create a primer for how people can communicate with the City.
- Use our own branding, not shutter stock photos.
- Get businesses to display and hand out the City's newsletter.

ADDRESSING HOUSING, HOMELESSNESS, AND MENTAL HEALTH

The last discussion of the retreat focused on affordable housing, homelessness, and mental health.

Regarding affordable housing, everyone agreed that the City needs a common definition of the term. The Average Medium Income (AMI) would be helpful in defining "affordable housing." In addition:

- The City could change its Code to allow generate more housing stock and more types of housing, including small houses, townhomes, and duplexes.
- Consider "social housing," like Seattle is doing, which has a component of government ownership.

- Provide more incentives to encourage developers to produce affordable housing.
- Establish limits on Air B'n Bs to ensure that affordable homes are not taken out of the marketplace; allow more long-term rentals.
- Ascertain the impacts of HB 1110 on Black Diamond, if there are any.

Regarding the provision of mental health services, the Council expressed an interest in eventually hiring a Mental Health Resources Officer, who might be housed in the Police Department. Police officers might receive more training, too.

The City could also do a better job of communicating to residents about the mental health resources that are currently available. To that end, the City should consider hosting a forum that features volunteers and staff from mental health service providers so that they could explain to the public the services they offer and how those services can be accessed. A resource sheet that summarizes those services might be an outcome of such a forum.

The City might also consider communicating with communities of faith as another strategy to raise awareness of mental health services that are available.

Finally, the recommendation was made to discuss with King County using Proposition 1 funding for a walk-in crisis clinic in Black Diamond.

THE COUNCIL'S 2024 RETREAT

Council members agreed that in 2024 the annual retreat should be held sometime between late January and late February. This summer the decision will be made in a Council work session.

TAKEAWAYS FROM THE RETREAT

The retreat ended with the Mayor and Council identifying the most important takeaways from this year's Council retreat.

- Each of us should review the ideas we generated today to advance the Guiding Principles to determine our unique interest and how we can show leadership. This could ensure that we give voice to our highest interests and priorities.
- We are advancing the cause of taking concrete actions to achieve our vision.
- "I am thankful to have all of you as my colleagues in doing the work."
- Legislative lobbying is so vitally important.
- The Council Action Plan is another way to ensure action and progress.
- Black Diamond is a great community; we have lots of dedicated work ahead of us to build on its greatness.
- Good things have been done this past year! Let's keep going!
- I am grateful and excited about the work that lies ahead, particularly the Council Action Plan

ATTACHMENT

THE MAYOR'S AND COUNCIL'S

GUIDING PRINCIPLES

- ❖ **Growth and Development:** Growth is planned and communicated in a responsible way that retains our strong sense of community character and livability.
- ❖ **Social and Economic Vitality:** An economically vital and diverse community that is supported by robust businesses and supportive services.
- ❖ **Environmental Stewardship:** Environmental resources are proactively enhanced, protected and stewarded.
- ❖ **City Leadership and Services:** Leadership and accountability are provided in the delivery of public services for our growing and diversifying community.
- ❖ **Infrastructure:** Infrastructure systems that are planned, designed, built, and maintained well to support current and future community needs.
- ❖ **Mobility:** Getting around town is easier for people who live, work and play here.
- ❖ **Inclusion, Diversity, Equity, Accountability (IDEA):** Actively work for a more inclusive and diverse city, with a strong sense of equity and expectation of accountability.
- ❖ **Public Safety:** The community is safe, secure, healthy, resilient, and accessible.

BLACK DIAMOND CITY COUNCIL MINUTES
Special Council Meeting of May 24, 2023 – Tri City Meeting
Hybrid Meeting Via Zoom and In-Person
Lake Wilderness Lodge, 22500 SE 248th St, Maple Valley, Washington

CALL MEETING TO ORDER

Mayor Kelly called the meeting to order at 7:00 p.m.

Councilor Linda Johnson led the pledge of allegiance.

Maple Valley Councilors present: Les Burberry, Linda Johnson, Didem Pierson, Victoria Schroff, Deputy Mayor Dana Parnello and Mayor Sean P. Kelly

Absent: Councilor Syd Dawson, staff was notified

Black Diamond Councilors present: Brad Douglass, Therron Smith, Leih Mulvihill, Kristian de Leon, Nathan Jones, Debbie Page, Mayor Pro Tem Tamie Deady and Mayor Carol Benson

Covington Councilors present: Kristina Soltys, Jennifer Harjehausen, Debra Hartsock, Joseph Cimaomo, Elizabeth Porter, Mayor Pro Tem Sean Smith and Mayor Jeff Wagner

Mayors, City Managers and Councilors took turns introducing themselves.

Mayor Kelly welcomed all in attendance.

1. PRESENTATION

(a) King County Council Update

King County Councilmember Reagan Dunn provided a State of the County update virtually.

2. CITY UPDATES

Mayor Carol Benson provided the update for Black Diamond. City Manager Regan Bolli gave the update for Covington. City Manager Laura Philpot provided the update for Maple Valley.

3. DISCUSSION TOPICS

(a) Police Updates

Maple Valley Police Chief Tommy Collins provided the Maple Valley update. Chief Adam Easterbrook provided the Covington update. Corporal William Riepl gave the update for Black Diamond.

(b) Mental Health Updates

Community Care Specialist Darrin Patterson gave the Covington update. Sarah Stratton and Jessica Eidens from Rainier Foothills Wellness gave the update for Black Diamond. Community Resource Coordinator Greta Huntley provided the update for Maple Valley.

4. CLOSING REMARKS

Mayor Kelly thanked everyone for attending and reminded councilmembers from each city they are appreciated, and they are making a big difference in their community.

5. ADJOURNMENT

The meeting was adjourned at 9:51p.m by Councilor Linda Johnson.

Carol Benson
Mayor

Brenda L. Martinez
City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Work Session of June 8, 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 work session to order at 6:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Douglass, de Leon, Jones, Page (Councilmember Mulvihill was not present during roll call and joined the meeting via Zoom at 6:05 p.m.)

ABSENT: Councilmember Smith (excused)

Staff present: Mayene Miller, Finance Director; Scott Hanis, Public Works Director; David Linehan, City Attorney; Rob Reed and Jake Kapsandy, IT Department; and Brenda L. Martinez, City Clerk/HR Manager.

WORK SESSION:

1) Discussion Regarding Levy Lid Lift Scenarios and Options

Mayor Benson welcomed everyone and noted that tonight's meeting is to discuss option and scenarios on a potential levy lid lift. She then turned the meeting over to Martin Chaw from FCS.

Councilmember Mulvihill joined the meeting at 6:05 p.m.

Points of Discussion

- History of how the 6% and 1% limits came about.
- Property taxes and how the levy rate is determined and anything to exceed the 1% limit, requires a public vote (levy lid lift)
- Levy lid lift requirement
- Type of levy lid lifts – single year, multiple years, and what are the differences.
- Single Year – Temp vs Permanent levy lid lift
- Multi-Year – Temp vs Permanent levy lid lift
- Exemptions for low-income seniors and disabled.
- Ballot Requirements
- Anatomy of a levy lid lift ballot – City of Medina example
- Example from City of Medina of a multi-year levy lid lift with an annual levy limit factor
- Example from Vashon Maury Island Parks and Rec District of a multi-year levy lid lift without an annual levy limit factor

- Example of single-year levy lid lift for Public Hospital District #4
- Town of Eatonville example of single-year permanent levy lid lift
- Impact to a SFR property tax bill with a \$400K home, \$600K home, and a \$1M home

Councilmember Page left the meeting at 7:17 p.m. and reentered the meeting at 7:20 p.m.

- Timeline of actions for city to institute a levy lid lift
- Election planning - key dates for jurisdictions
- Estimated public safety FTEs supportable under alternative levy scenarios
- Need for discussion on 2.5M and 3M levy and scheduling meetings before a council meeting or possibly adding a second work session on the 4th Thursday

ADJOURNMENT

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Page. Motion **passed** with all voting in favor (6-0). The meeting ended at 7:45 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of June 15, 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, Jones, Page

ABSENT: None

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

READING OF GUIDING PRINCIPLES

AGENDA REVIEW AND APPROVAL:

Councilmember de Leon **moved** to approve the agenda; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (7-0).

PUBLIC COMMENTS:

Janelle Stallings, Executive Director of the Black Diamond/Maple Valley Chamber of Commerce spoke to Council.

Maro Sorci, Black Diamond spoke to Council.

Gary Davis, Black Diamond spoke to Council.

Geoff Bowie, Black Diamond spoke to Council.

Kristen Bryant, Bellevue spoke to Council.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

1) Proclamation – Juneteenth

Councilmember de Leon read the Juneteenth Proclamation.

CONSENT AGENDA:

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

- 2) **Claim Checks** – June 15, 2023, Check No. 53031 through Check No. 53091 (void 53003) and EFTs in the amount of \$441,417.56.
- 3) **Payroll** – May 2023, Check No. 20302 through No. 20309 and ACHs in the amount of \$497,709.02
- 4) **Minutes** – Council Meeting of June 1, 2023

PUBLIC HEARINGS:

UNFINISHED BUSINESS:

- 5) **AB23-025A** – Resolution Authorizing Mayor to Execute a Contract with CCD Black Diamond Partners LCC for the Purchase of the Lawson Hills Fire Station

MDRT/Ec Dev Director Williamson briefed Council on this item.

Councilmember de Leon **moved** to adopt Resolution No. 23-1546, authorizing the Mayor to execute a contract with CCD Black Diamond Partners LLC for the purchase of the Lawson Hills Fire Station; **second** Councilmember Deady. Motion **passed** with all voting in favor. (7-0).

Director Williamson shared that on August 2nd there will be a groundbreaking ceremony for the Lawson Hills Fire Station.

NEW BUSINESS:

- 6) **AB23-026** – Resolution Regarding the 202-2029 Six Year Transportation Program

Public Works Director Hanis reported on this item.

Councilmember Deady **moved** to adopt Resolution No. 23-1547, the 2024-2029 Six Year Transportation Improvement Program; **second** Councilmember de Leon. Motion **passed** with all voting in favor (7-0).

- 7) **AB23-027** – Resolution Regarding the City's 2023 Docket of Proposed Comp Plan Amendments

Community Development Director Davis along with Planning Commission Chair Olson discussed this item with Council.

There was Council discussion.

Councilmember Mulvihill **moved** to adopt Resolution No. 23-1548, establishing the City's 2023 Docket of proposed Comprehensive Plan amendments to be carried into the 2024 Periodic Update; **second** Councilmember de Leon.

There was continued Council discussion.

Vote: Motion **passed** (5-2) (Deady, Smith).

City Attorney Linehan suggested that a public hearing be held at the August 3rd Council meeting.

Council Action: Councilmember Jones **moved** to rescind the vote on AB23-027; **second** Councilmember Deady. Motion **passed** with all voting in favor (7-0).

8) AB23-028 – Resolution Regarding Contract with Secure Pacific for Security Systems at Certain City Properties

IS Manager Reed explained this item to Council.

Councilmember de Leon **moved** to approve Resolution No. 23-1549, authorizing the Mayor to implement a contract from Secure Pacific Corporation for the installation of security systems at Community Gym, Police Department and Water Tower; **second** Councilmember Mulvihill.

There was Council discussion.

Vote: Motion **passed** with all voting in favor (7-0).

9) AB23-029 – Resolution Regarding Purchase of SIEM Software from Rapid7

IS Manager Reed reported on this item.

There was Council discussion.

Councilmember Page **moved** to approve Resolution No. 23-1550, authorizing the Mayor to execute a contract with Rapid7 for SIEM software; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (7-0).

10) AB23-030 – Resolution Regarding Skate Park Agreement with Enumclaw School District

Community Development Director Davis briefed Council on this item.

There was Council discussion and Mr. Bowie provided comments too.

There was consensus to postpone until the July 6th Council meeting and consensus to have Councilmembers Deady, Page and Douglass to prepare the Council statement for the School Board meeting.

DEPARTMENT REPORTS:

Fire – Chief Judkins thanked everyone who came to welcome future employees.

Councilmember Smith left the meeting at 9:34 p.m. and returned at 9:36 p.m.

Public Works – Mr. Deady discussed having the new security at the gym being a good thing.

MAYOR'S REPORT:

Mayor Benson reported attending a South-end Mayors meeting and recapped the discussion. She also attended the Black Diamond Labor Day committee meeting and shared that a button was picked.

COUNCIL REPORTS:

Councilmember Jones reported that the Black Diamond Community Center needs diapers for folks in need. He stated that he attended the Mountain View Fire and Rescue taco truck event and was impressed by their staff and learning the importance of different types of equipment and looks forward to getting to know the Police Department as well.

Councilmember Page reported that she participated in the Pride Flag raising and thanked everyone who was involved. She attended the services for Gomer Evans and shared the scholarship that will be awarded. She discussed attending the work session, taco truck event at Mountain View Fire and Rescue. She shared that the button winners will be contacted this week for Labor Days. She attended her second Board of Firefighters meeting. She attended the DARE graduation at the Black Diamond Elementary School and thanked Chief Kiblinger for making this a priority in our school. She reminded folks that the cemetery cleanup day is June 24 sometime in the morning, and Ten Trails pop up market for Father's Day is Friday.

Councilmember Deady reported attending all the services for Gomer Evans and shared he is really loved and having the pocket park being named after him. She attended the Pride Flag raising even, the DARE graduation and announced she will be having a fundraiser this year for that program. She also attended the Mountain View Fire and Rescue meet and greet taco truck event and met new and old friends. She announced that Miners Day is

one month away and is on Railroad Avenue and she reminded everyone to mark their calendars. She added that volunteers are needed.

Councilmember Douglass thanked Chief Judkins for the delicious tacos.

Councilmember Smith reported attending the flag raising and thanked everyone. He discussed being a tight knit community and attending the DARE graduation and shared that his daughter won the essay writing contest for it and noted the city is lucky to have it.

Councilmember Mulvihill reported attending all services for Gomer Evans and there was a large turnout. She attended the Sound Cities Networking Dinner, EMAC committee and caucus meeting and shared the subcommittees she will be attending. She also attended the Black Diamond Labor Days committee meeting. She is working on the Miners Day brochure and noted attending all her committee meetings.

Councilmember de Leon shared an event that is happening tomorrow in Renton regarding vaping, and shared who is putting this on. She attended the taco truck event, the Pride Flag raising and was glad to see how many were in attendance. She shared that on June 28 there is another webinar for the passport to 2044. She announced that Ten Trails will have a Fourth of July event on July 1, and this will be a drone event. She also shared that in support of therapeutic courts there is an article in the Enumclaw Courier Herald showing why this is important to support it.

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Kristen Bryant, Bellevue spoke to Council.

Geoff Bowie, Black Diamond spoke to Council.

Andrew Williamson, MDRT Director addressed Council.

EXECUTIVE SESSION: None

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Jones. Motion **passed** with all voting in favor (7-0). The meeting ended at 10:09 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: June 27, 2023 AB23-031	
Resolution accepting the 3rd Ave Watermain Improvements project	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): N/A	Public Works – Ryan Sweet	X
Fund Source: ARPA	Court – Tawnya Parks	
Timeline: 40 days		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution		
SUMMARY STATEMENT: Pacific Civil and Infrastructure completed the required work for the 3rd Ave Watermain Improvements Project, including change order 1 for two replaced service connections. Retainage of 5% has been held until release is received by the Department of Revenue, Department of Labor and Industries, and the Employment Security Department. Once release from these departments has been received, the City may release retainage to the contractor. FISCAL NOTE (Finance Department): The 3rd Ave Watermain Improvements project was completed slightly over budget due to extra asphalt needed for road restoration per WSDOT request. The asphalt estimation at time of bid was 250 tons and the final amount needed was 385.3 tons. The 169 Water Loop Project will be under budget and those savings will cover the 3rd Avenue Water project shortfall with a December Budget adjustment.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee recommends moving this forward to the full council for consideration on the consent agenda.		
RECOMMENDED ACTION: MOTION to approve Resolution No. 23-1552 authorizing the Mayor to accept the 3rd Ave Watermain Improvements Project by Pacific Civil and Infrastructure as complete according to the contract documents.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
July 6, 2023		

RESOLUTION NO. 23-1552

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
REGARDING FINAL ACCEPTANCE OF THE 3rd AVE
WATERMAIN IMPROVEMENTS PROJECT**

WHEREAS, Pacific Civil and Infrastructure has completed the 3rd Ave Watermain Improvements project according to the contract; and

WHEREAS, RCW 60.28.011(2) allows a period of forty-five days to file any liens or claims with the City; and

WHEREAS, RCW 39.080.030 requires acceptance of a Public Works project as complete as a formal, public action in order to begin the forty-five day period;

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

Section 1. The City hereby accepts the 3rd Ave Watermain Improvements project as complete and as set forth in the contract with Pacific Civil and Infrastructure.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF JULY, 2023.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution amending the 2023 City Fee Schedule.	Agenda Date: July 6, 2023 AB23-032	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):	Public Works – Ryan Sweet	X
Fund Source:	Court – Tawnya Parks	
Timeline: 2023		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Exhibit A		
SUMMARY STATEMENT: The current fee schedule was adopted on February 16, 2023, under resolution 23-1536. This amendment is necessary to add line items for message board rentals. The city recently purchased two message boards that are available for community use. A \$5,000 deposit is required in addition to usage charged at daily, weekly, or monthly rates. FISCAL NOTE (Finance Department): numbering in fee schedule shall be changed to include three new line items. A deposit of \$5,000 is required to rent a message board. Rates for usage are as follows: \$130/day, \$520/week, \$1,300/month.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The fee updates were discussed with the Public Works Committee.		
RECOMMENDED ACTION: MOTION to approve Resolution No. 23-1553 amending the City's 2023 Fee Schedule.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
July 6, 2023		

RESOLUTION NO. 23-1553

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

WHEREAS, the Black Diamond City Council last amended the City Fee Schedule by Resolution No. 23-1536 on February 16, 2023; and

WHEREAS, the Black Diamond City Council authorized purchase of two community message boards by Resolution No. 23-020 on May 4, 2023; and

WHEREAS, the newly purchased message boards are available for public use upon payment of a deposit and rental fees set forth in the updated Fee Schedule; and

WHEREAS, the proposed revision to the 2023 City Fee Schedule is shown in Exhibit A;

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

Section 1. The City Council hereby amends the 2023 City Fee Schedule to include the revision shown in Exhibit A attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF JULY 2023.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

EXHIBIT A

City of Black Diamond 2023 FEE Schedule Table of Contents – By Line



Police	1
Passports	29
Business Licenses	47
Cemetery	49
Parks	63
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City Staff	116
Planning/Land Use	154
Signs, Trees, Fireworks & Special Events	216
Building	231

Mechanical	268
Plumbing	306
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Utilities	358
Clear & Grade	383
Street Fees	396
Water	414
Sewer	432
Stormwater	442
Other Inspections & Fees	449
Utility Rate Schedule (2023)	Last Page

*School, Traffic, and Fire Impact Fees can be found within the BDMC

342		See line up, additional	\$200
343		Each 500 gal additional	\$126
344	PUBLIC WORKS		
345	Civil Plan	Engineering Plan Review Fee	\$4000 base fee + \$400 /sheet for first 10 sheets; \$350/sheet for next 5 sheets; \$200/sheet for 16+ sheets
346	As-Built Review Fee		\$210
347	Plan Change Request	Amending an approved permitted civil plan set	\$200
348	Standards Deviation	Engineering Alternative Methods Request (per item)	\$263
349	Stormwater Tech Report Review		\$5,000
350	Geotechnical Report Review Minor		\$3,650
351	Geotechnical Report Major		\$6,000
352	Admin and Clerical Fee		\$1,439
353	Inspection Fee		3% of total infrastructure construction cost public and private
354	Driveway (standalone)	Expansion and new	\$250
355	Message Board Daily Rental	Deposit, rental, delivery & setup	Deposit \$5,000 + \$130/day
356	Message Board Weekly Rental	Deposit, rental, delivery & setup	Deposit \$5,000 + \$520/week
357	Message Board Monthly Rental	Deposit, rental, delivery & setup	Deposit \$5,000 + \$1,300/month
358	UTILITIES		
359	Meter Testing Charge	One hour	\$76
360	Lifeline Utility Relief Rate	City Water, Sewer and Stormwater only (excluding KC Metro)	50%
361	Delinquency Notice		\$10
362	Door Hanger w/Shut Off/Turn On	During Working Hours 8-5	\$45
363	Customer Requested Turn Off	After Working Hours	\$175
364	3/4" Meter Rental/Water Purchase	Collect Deposit, Rental fee, and Water Purchase	Deposit \$150
365	See BDMC 13.04.280	Base Rental Fee Plus Double the Current Water Rate	Rental per day \$15

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: July 6, 2023 AB23-030A	
Discussion and possible action on Skatepark Agreement with the Enumclaw School District	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	X
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):	Public Works – Scott Hanis	
Fund Source:	Court – Tawnya Parks	
Timeline:		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Agreement		
SUMMARY STATEMENT: Community Development Director Davis will be addressing this item with Council.		
FISCAL NOTE (Finance Department):		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: For discussion and possible action		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 15, 2023	Postponed to July 6 th Council Meeting	
July 6, 2023		

GROUND LEASE FOR RECREATIONAL FACILITIES

This Ground Lease for Recreational Facilities (“Agreement”) is entered into this ____ day of ___, 2023, between the City of Black Diamond, a Washington municipal corporation (“Lessee” or “City”), and the Enumclaw School District #216 (“Lessor” or “District”), each of which are a “Party” and together the “Parties” to this Agreement. Pursuant to the authority provided in Chapter 39.33 RCW, the Parties hereby agree as follows:

1. **Premises.** Lessor is the owner of a parcel of land of approximately 4.63 acres located in the City of Black Diamond, County of King, State of Washington, identified in the records of King County as Tax Parcel No. 142106-9065 (the “Site”) and commonly known as the Black Diamond ballfields. The Site is more particularly described by its legal description and depiction shown in **Exhibit A** attached hereto and incorporated herein by reference. The Site is located immediately adjacent to Tax Parcel No. 0844000325, upon which sits Lessor’s Black Diamond Elementary School (the “School”), and Lessor uses portions of the Site for outdoor educational purposes and play areas associated with the School. Lessor hereby leases to Lessee an approximately 1.22-acre portion of the Site commonly referred to as the skate park and tennis courts (the “Premises”), as described and depicted in **Exhibit B** attached hereto and incorporated herein by reference.

2. **Use.**

(a) The Premises may be used by Lessee for planning, designing, engineering, permitting, constructing, operating, inspecting, repairing, replacing, and maintaining public recreational facilities, including a new skate park (“Skate Park”), subject to the provisions herein. The Skate Park and associated facilities are described in **Exhibit C** attached hereto.

(b) All improvements and equipment for the Skate Park shall be constructed and installed at Lessee’s expense. It is understood and agreed that Lessee’s ability to use the Premises is contingent upon its obtaining all permits other approvals (collectively the “Governmental Approvals”) that may be required by any federal, state, or local authorities to locate and construct the Skate Park on the Premises. Lessor agrees to cooperate with Lessee, at Lessee’s sole expense and subject to prompt reimbursement by Lessee of any Lessor costs related thereto, in making application for and obtaining all licenses, permits, and any other Government Approvals that may be required for Lessee’s intended use of the Premises.

(c) Subject to Section 4(b) below, Lessee may engage in maintenance and repair of its Skate Park facilities on the Premises without prior approval of Lessor. Lessee may not install or construct additional improvements or equipment on the Premises for purposes not connected with the use and operation of the Skate Park without prior consent of Lessor, which shall not be unreasonably withheld unless Lessor determines, in its sole discretion, that such additional improvements or equipment would conflict with the educational operations on the Premises. Notwithstanding the foregoing, Lessee’s addition of any such approved additional improvements or equipment shall be

subject to terms of this Agreement and such improvements shall be identified specifically with an amendment to this Agreement.

(d) Nothing contained within this Agreement shall infringe upon the District's right to use the Site upon which the Skate Park is constructed, provided that such use does not unreasonably interfere with the City's use of the Premises for construction, installation, operation, maintenance, inspection, repair, and replacement of the Skate Park and City facilities associated therewith. The Parties hereto expressly agree that Lessor's use of the Site for outdoor educational purposes and play areas associated with the School does not constitute an interference with the City's use of the Premises. The District acknowledges that the Site is subject to a restriction pursuant to that deed recorded under King County Recording No. 2948321 which restricts the use of the Site to athletic and recreational purposes and reserves to the citizens of Black Diamond the right to use the Site for public recreation in a manner that will not damage or interfere with the District's ability to utilize the Site for its School purposes. Pursuant to this Agreement, the District agrees that the use of the Premises, for the term of the Agreement and subject to the provisions herein, is secondary to the public use of the Premises, and the District's construction, operation, maintenance, and/or any other use of the Site for school purposes shall not interfere with the Skate Park activities including but not limited to, skateboarding and other related sporting activities, tournaments, special events, playground use, summer recreational programs, and City rentals of the Skate Park facilities; provided that, all access to the Premises, including without limitation any access related to planning, design, construction, and maintenance, shall be from the Park Street side of the Premises and not over or through the Site adjacent to the School.

3. **Testing, Planning, and Design.** Subject to at least two (2) business days' notice to the Lessor, and subject to the terms of Section 4(b) herein, Lessee and its agents and contractors shall have the right at any time following the full execution of this Agreement to enter upon the Premises for the purpose of planning, making appropriate engineering and boundary surveys, inspections, soil test borings, Skate Park design work, and other reasonably necessary tests and inspections for purposes of planning for the construction of the Skate Park and related improvements. Lessee and its agents and contractors shall not access the Premises from the School property at any time without prior written consent of Lessor. Upon Lessor's request, Lessee agrees to provide to Lessor, at Lessor's sole cost and expense, copies of all plans, specifications, and surveys for the Skate Park facilities and related improvements installed or constructed on the Premises if Lessee has the requested plans, specifications, and surveys in its possession.

4. **Construction, Maintenance, and Repair.** Lessee and its agents and contractors (collectively, the "Lessee") shall have the right to construct and install all improvements and equipment deemed appropriate by Lessee for the creation of the Skate Park on the Premises, all as subject to the terms herein.

(a) Construction and installation activities shall occur on a schedule to be coordinated between Lessee and Lessor once the design is complete. The schedule shall provide a 12-month window during which such construction and installation activities may be commenced and

completed, with construction activities continuing without suspension once commenced. Lessor and Lessee shall cooperate in good faith to modify or extend the construction window as needed to minimize burdens and expenses to both Parties. To the extent feasible and practicable without undue expense, Lessee shall conduct as much of the construction activity as possible during the summer months when school is not in session. Lessee shall give Lessor at least thirty (30) days' written notice before commencement of any construction (including earth-moving) activities on the Premises.

(b) Lessee's actions under Section 3 above, this Section 4, and any other section herein wherein Lessee is performing work on the Site shall be subject to the following:

- i. Lessee shall be responsible, at its sole cost and expense, for all costs related to its work at the Premises and any of Lessee's obligations hereunder.
- ii. Lessor shall have the right to have a representative on site during any of Lessee's entry and work and to review and confirm that the location and performance of work consistent with this Agreement. Notwithstanding the foregoing, Lessor's rights hereunder shall not lessen or otherwise affect the obligations on Lessee as otherwise set forth herein.
- iii. Lessee shall coordinate with Lessor and take due care to not interfere or interrupt school site operations including, without limitation, arrivals and departures of students and staff, whether by school bus or private vehicle.
- iv. Lessee shall not be permitted to use any portion of the Site outside of the Premises for construction staging, parking, or stockpiling of any sort, without prior written consent.
- v. Lessee shall, at all times when active work on the Skate Park is suspended, even if for a few hours, secure the Premises from third party access and secure any open ditches, trenches, holes, or similar openings with plating or similar stable materials. In the event that Lessee starts but suspends temporarily its work, Lessee shall inform Lessor of the estimated length of such suspension. Lessee shall be solely responsible for the safety and security of its own work and Lessor shall have no obligation with regard to same.
- vi. Lessee shall restore any portion of the Site not improved for the Skate Park to a condition as nearly as reasonably possible to its condition prior to any such material disturbance from Lessee's activities at the Skate Park.
- vii. Lessee shall, at a minimum, remove any trash on the site at the end of each work day.
- viii. Lessee shall be required at all times to ensure that Lessee and any party acting by or through Lessee complies with the prohibition on the use of all tobacco products on public school property consistent with RCW 28A.210.310 and that no such person has been found guilty of any felony crime as specified in RCW 28A.400.330, generally regarding crimes against children.
- ix. Lessee shall not permit the attachment of any liens or claims to the Premises or the Site.

(c) After completion of the Skate Park construction and installation, Lessee may continue to use the Premises while this Agreement remains in effect for all maintenance, repair, replacement, and reconstruction activities deemed appropriate and advisable by Lessee.

5. Term of Lease.

(a) The term of this Agreement (the “Term”) shall commence on the first (1st) day of the month following the execution of this Agreement by both Parties (“Commencement Date”) and shall expire on the later of (i) the twentieth (20th) anniversary of the Commencement Date or (ii) twenty (20) years after the date on which the Washington State Recreation and Conservation Office accepts the Skate Park project as complete, unless otherwise terminated as provided in Section 10, below. At the end of the Term, the Parties may extend this Agreement for an additional period of five (5) years (the “Renewal Term”), subject to approval of the governing bodies of each Party.

6. Rent. In addition, to other consideration as stated herein, Lessee shall pay to Lessor Ten Dollars (\$10.00) per year (“Rent”) during the Term of this Agreement and any Renewal Term. Rent is due on or before the thirtieth (30th) day of January of each year this Agreement remains in effect.

7. Facilities; Utilities; Access.

(a) In addition to the Skate Park facilities described in Exhibit C hereto, Lessee has the right to erect, maintain, and operate on the Premises: utility lines, power lines, standby power generators, shelters, air conditioning and heating equipment, electronic equipment, communications equipment, and supporting equipment (collectively, “Facilities”) as Lessee deems appropriate for purposes related to the Skate Park only. For purposes of this Agreement, Facilities does not include any cell towers, lattice structures, monopoles, or any other antenna or equipment support structures unless the District provides prior written consent. Lessee has the right to do all work necessary to prepare and maintain the Premises for Lessee’s Skate Park operations and to install communication and utility lines as deemed necessary in Lessee’s sole discretion after consultation with the Washington State Recreation and Conservation Office. Lessee’s Facilities shall be erected and maintained at the expense of Lessee at its sole risk and expense. All of Lessee’s construction and installation work shall be performed at Lessee’s sole cost and expense and in a good and workmanlike manner. Title to Lessee’s Facilities shall be held by Lessee. All of Lessee’s Facilities shall remain the personal property of Lessee and are not fixtures. Lessee has the right to remove all of Lessee’s Facilities at its sole expense on or before the expiration or termination of this Agreement, subject to the terms of Section 11, Facilities Removal.

(b) Lessee shall pay for the electricity and any other utilities it consumes in its operations on the Premises at the rate charged by the servicing utility company. Lessee shall have the right to draw electricity and other utilities from any utility company that will provide service to the premises (including a standby power generator for Lessee’s exclusive use). Lessor agrees to sign such documents or easements as may be reasonably required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company, of a license or easement in, over, across, under, or through the Site as required by such servicing utility company to provide utility services to the Premises to meet Lessee’s reasonable operating

needs for the Skate Park and related improvements. However, the location of any such utility easement on the subject property shall require the District's written approval and consent, which shall not be unreasonably withheld, delayed, or conditioned; provided that, the District may, in its sole discretion, disapprove of any location of any such utility easement that would cross the Site outside of the Premises or affect the School site.

(c) Lessee shall maintain all landscaping installed or required to be installed in connection with Lessee's use of the Premises.

(d) Lessee shall keep the Premises clean and free of garbage and other debris at all times.

(e) Lessor agrees that officials, employees, or designees of the Washington State Recreation and Conservation Office (RCO) may enter the Premises at any time, without advance notice, to inspect Lessee's facilities. Lessor further acknowledges and agrees that Lessee will erect or post signage on the Premises in conformance with RCO sign requirements.

8. Interference. Lessee shall operate the Skate Park in a manner that will not cause interference to Lessor and other lessees or licensees of the Site. Likewise, Lessor will continue to operate the remainder of the Site in a manner that will not cause interference with Lessee's or the general public's use of the Premises for a Skate Park and related recreational activities.

9. Fees and Taxes. Lessee shall (i) pay promptly, and before they become delinquent, all taxes on all merchandise, personal property, and improvements owned or placed by Lessee on the Premises; (ii) pay all license fees and public utility charges related to the conduct of the Skate Park on the Premises; (iii) pay for all permits, licenses, and zoning approvals relating to the construction and operation of the Skate Park on the Premises by Lessee; (iv) pay any other taxes owed to another government entity as a result of Skate Park operations (v) ensure payment of all contractors for labor and materials used in construction of the Skate Park and related improvements on the Premises.

10. Termination.

(a) **For cause.** This Agreement may be terminated by either Party for cause if the other Party fails to cure a material breach within thirty (30) days after written notice by the non-breaching Party of the material breach and the non-breaching Party's intent to terminate at the conclusion of the 30-day cure period. If with reasonable diligence the breach cannot reasonably be cured to the non-breaching Party's satisfaction within the allotted 30 days, the notice of termination shall not be effective unless the breaching Party fails to commence an agreed-upon course of action to cure the breach and diligently pursues the cure to completion within a reasonable period of time after the allotted 30 days.

(b) **Without cause.** Except as provided in subsection (c) below, this Agreement is irrevocable and may not be terminated without cause prior to expiration of the Term.

(c) Recapture of the Site or Premises for School Purposes. Pursuant to RCW 28A.335.040(1), if, at any time before expiration of the Term, Lessor, by resolution enacted by its Board of Directors, determines the need to use the Site and/or the Premises for school purpose in a manner that Lessor reasonably anticipates would impact Lessee's use and enjoyment of the Premises ("Recapture"), Lessor shall provide Lessee with at least 18 months' notice prior to the Recapture. At the time Lessor retakes possession of all or a portion of the Premises subject to the Recapture, Lessor shall reimburse Lessee the present amortized value of Lessee's improvements on the Premises, based on a 20-year amortization period; provided that, if the Recapture includes only a portion of the Premises and such Recapture will not impact the continued use of Lessee's improvements, as determined by Lessee in its reasonable discretion, no reimbursement shall be required. Capital improvements that are subject to this reimbursement requirement include, but are not limited to, improvements that were funded in whole or in part by grants from other agencies. Lessee shall not make any capital improvements after receiving notice of Lessor's Recapture resolution.

(d) Holdover. If Lessee's tenancy remains after the termination of this Agreement, the occupancy of the Premises after the termination shall be that of a tenancy at sufferance. Lessee's occupancy of the Premises during the holdover period shall be subject to all the terms and provisions of this Agreement. No holdover by Lessee may be construed to extend the Term nor may it be construed to waive any applicable terms of the Agreement or prevent Lessor from immediate recovery of possession of the Premises at the end of the Term (or Renewal Term) by summary proceedings or otherwise. Nothing herein shall be construed as Lessor's consent to Lessee's holding over.

11. Facilities Removal.

(a) Upon expiration of the Term (and any Renewal Term) and holdover period, Lessee shall, upon Lessor's written request, remove its Skate Park facilities, including all related improvements and equipment, and all other personal property and restore the Premises to its original condition, reasonable wear and tear excepted. Lessor agrees and acknowledges that all of the equipment and all other personal property of Lessee shall remain the personal property of Lessee, who shall have the right to remove the same at any time during the Term. If such time for removal causes Lessee to remain on the Premises after expiration of the Term (or any Renewal Term), Lessee shall continue to pay Rent consistent with Section 5, above, until such time as the removal of the personal property is completed. If Lessee maintains any equipment or other improvements or facilities on the Premises longer than ninety (90) days after the expiration of the Term (and any Renewal Term), then Lessor may, at its sole option, remove Lessee's personal property and dispose of Lessee's equipment at Lessee's sole reasonable cost and expense.

(b) Ownership of any of Lessee's Skate Park facilities, equipment, or other improvements that cannot be removed without undue burden and expense at the conclusion of the Term (and any Renewal Term) may be conveyed to Lessor; provided that, Lessor shall assess whether such

facilities, equipment, or other improvements are in a condition acceptable for such conveyance and, in Lessor's discretion, Lessor may require Lessee to conduct remediation activities necessary to assure site safety.

12. Destruction or Condemnation. If the Premises or Lessee's facilities on the Premises are damaged or destroyed by a third-party or event outside of Lessee's control, or condemned or conveyed under threat of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation, or conveyance by giving notice to Lessor no more than thirty (30) days following the date of such damage, destruction, condemnation, or conveyance in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall continue to be due to the City without reduction or proration. In any condemnation proceeding (including any such proceeding initiated by one of the Parties), each Party shall be entitled to make a claim against the condemning authority for just compensation.

13. Insurance.

(a) Lessee maintains, and shall maintain for so long as Lessee in any way occupies the Premises, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the acts or omissions of Lessee. Lessee shall provide a copy of its coverage agreement with the Association of Washington Cities – Risk Management Service Agency to the Lessor upon request

(b) Upon receipt of notice from its insurer(s), Lessee shall provide the Lessor with thirty (30) days' prior written notice of any termination or cancellation of any insurance policy required pursuant to this Section 13. Lessee shall, prior to the effective date of such termination or cancellation, obtain appropriate replacement insurance policies.

(c) Lessee's maintenance of insurance as required by this Section 13 shall not be construed to limit Lessor's recourse to any other remedy available at law or equity.

14. Indemnification.

(a) Except to the extent caused by the breach of this Agreement by the District or from the sole negligence or willful misconduct of the District, its officers, officials, employees, volunteers, or agents, the City agrees to indemnify, defend, and hold harmless the District, its officers, officials, employees, agents, and volunteers from any and all claims, costs, judgments, awards, or liabilities to any person for injury or death of any person or damage to property caused by or arising out of any acts or omissions of the City, its employees, officials, officers, volunteers, or agents in connection with this Agreement and any rights granted in this Agreement. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised, with City's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

(b) The District shall promptly notify the City of any claim or suit and request in writing that the City indemnify the District. The District's failure to so notify and request indemnification shall not relieve the City of any liability that the City may have, except to the extent that such failure prejudices the City's ability to defend such claim or suit. Each Party agrees to cooperate with the other Party and to cause its employees and agents to cooperate with the other Party in the defense of any such claim, and the relevant records of each Party shall be available to the other Party with respect to any such defense.

(c) If a court of competent jurisdiction or other tribunal voluntarily agreed to by the Parties determines that damages arising out of bodily injury to persons or damages to property were caused by the concurrent negligence of the Parties (including their officers, officials, employees, volunteers, or agents), then the liability of each Party under this Section 13 shall be only to the extent of that Party's own negligence.

(d) It is further specifically and expressly understood that the indemnification provided constitutes the City's waiver of immunity under Title 51 RCW. This waiver has been mutually negotiated by the Parties.

(e) The provisions of this Section 14, Indemnification, shall survive the expiration, revocation, or termination of this Agreement.

15. **Assignment.** Lessee may not assign or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein and further subject to all obligations imposed by law or contract or condition recorded on title.

16. **Repairs.** Lessee shall be required to make repairs to the Premises or Site if such repairs are necessitated by reason of the use of the Premises by Lessee or the activities of public users of the Premises for recreational purposes, or the default or neglect of the City in using or maintaining the Premises for said purposes.

17. **Additional Consideration to Lessor.** Lessor acknowledges the benefits conferred by Lessee's construction of the proposed Skate Park improvements on the Premises. As additional consideration to Lessor for its agreement to permit Lessee's exclusive use of the Premises for the Skate Park pursuant to this Agreement, the Parties agree as follow:

(a) Upon the commencement of the Term and at each subsequent one (1) year anniversary during the Term, Lessee shall pay to Rainier Foothills Wellness Foundation or an Equivalent Provider (as defined in subsection (b) below) the amount of Eight Thousand Dollars (\$8,000.00) (the "Annual Leasehold Payment") for the purpose of providing no-cost mental health counseling services to students of the Enumclaw School District. This Annual Leasehold Payment represents the appraised annual leasehold value of the

Premises. The total of the Annual Leasehold Payments over the Term reflects the fair market value of a twenty-year leasehold interest in the Premises to be leased to Lessee under this Agreement.

- (b) As used in this Section 17, “Equivalent Provider” means an organization that is approved by the Enumclaw School District to provide no-cost mental health counseling services (or substantially equivalent services) in an on-campus setting for youth attending schools within the Enumclaw School District. In the event that Rainier Foothills Wellness Foundation ceases to operate or ceases to provide on-campus mental health counseling to students of the Enumclaw School District, then Lessor may direct that the Annual Leasehold Payment be paid to an Equivalent Provider selected by Lessor to provide such services (or substantially equivalent services) to students of the Enumclaw School District.

18. Miscellaneous.

- (a) **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to Lessee’s use of the Site, and supersedes all offers, negotiations, and other agreements, written or otherwise, between them concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both Parties.
- (b) **Severability.** If a court of competent jurisdiction holds this Agreement to be illegal, invalid, or otherwise unenforceable, in whole or in part, the remaining terms, covenants, and provisions shall remain in force and effect to the fullest extent possible and will in no way be impaired, affected, or invalidated.
- (c) **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.
- (d) **Notices.** Any notice or demand required to be given herein shall be made by (i) certified or registered mail, return receipt requested, or (ii) reliable overnight courier to the address of the respective parties set forth below:

Lessor: Enumclaw School District #216
2929 McDougall Ave
Enumclaw, WA 98022
Attn: Superintendent

Lessee: City of Black Diamond
Attn: Mayor
24301 Roberts Drive
P.O. Box 599
Black Diamond, Washington 98010

Lessee and Lessor may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) **Applicable Law/Venue.** This Agreement shall be governed by the laws of the State of Washington, without regard to its choice-of-law rules. Exclusive venue and jurisdiction for any judicial proceedings arising out of or related to this Agreement shall be in the King County Superior Court.

(f) **Memorandum of Agreement.** Lessor acknowledges that a memorandum of Agreement in the form amended hereto as **Exhibit D** shall be recorded by Lessee in the official records of King County.

(g) **Compliance with all Applicable Laws.** Lessee agrees to comply with all laws, ordinances, rules, and regulations of the public authorities with jurisdiction in performing any and all work upon the Site or Premises.

(h) **Non-Release of Obligations Upon Termination.** No termination, forfeiture, or cancellation of this Agreement shall release Lessee from any liability or obligation with respect to any matter occurring prior to such termination, default, or cancellation, nor shall termination, default, or cancellation release Lessee from its obligation and liability as described in Section 11 (Facilities Removal) above to remove its facilities upon request and restore the Premises to its original condition or better.

(i) **Title Insurance.** Lessee may obtain title insurance on its interest in the Site. Lessor shall cooperate by executing documentation required by the title insurance company.

(j) **Exhibits Incorporated.** All riders and exhibits annexed hereto form material parts of this Agreement.

(k) **Counterparts.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed to be an original.

(l) **Nonwaiver.** The failure of a Party to insist upon strict performance of any of the covenants or agreements within this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement, or option, or any other covenant agreement or option.

(m) **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement.

(n) **Attorneys' Fees.** If a suit or other action is instituted in connection with any controversy arising out of this Agreement, the prevailing party ("Prevailing Party") shall be

entitled to recover its costs and expenses including reasonable attorneys' fees, in such sum as set by the Court, including fees upon appeal of any judgment or ruling.

(o) **Survival.** The following Sections shall survive termination or expiration of this Agreement: 10 (Termination); 11 (Facilities Removal); 14 (Indemnification); and 18(e) (Applicable Law/Venue). Further, any provisions of this Agreement that require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first above written.

LESSEE

City of Black Diamond

By: _____

Name: Carol Benson

Title: Mayor

Date: _____

LESSOR

Enumclaw School District

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

David A. Linehan, City Attorney

INSERT NOTARY PAGE

Exhibit A- Legal Description and Depiction of the Site

King County Parcel No. 142106-9065:

BEG 1741.24 FT S & 279.88 FT E OF N 1/4 COR TH S 41.25 FT TH S 80-00-00 W 103.30 FT TH N 10-00-00 W 52.05 FT TH N 79-54-14 E 110.61 FT TH N 10-19-22 W 528.89 FT TH N 79-00-00 E 351.34 FT M/L TO INTSN WITH WLY BDY LN OF FRANKLIN HOWARD RD TH SLY ALG SD BDY 543.68 FT TH S 79-27-48 W 370.34 FT M/L TO BEG LESS ALL C/M RGTS & POR VAC ST

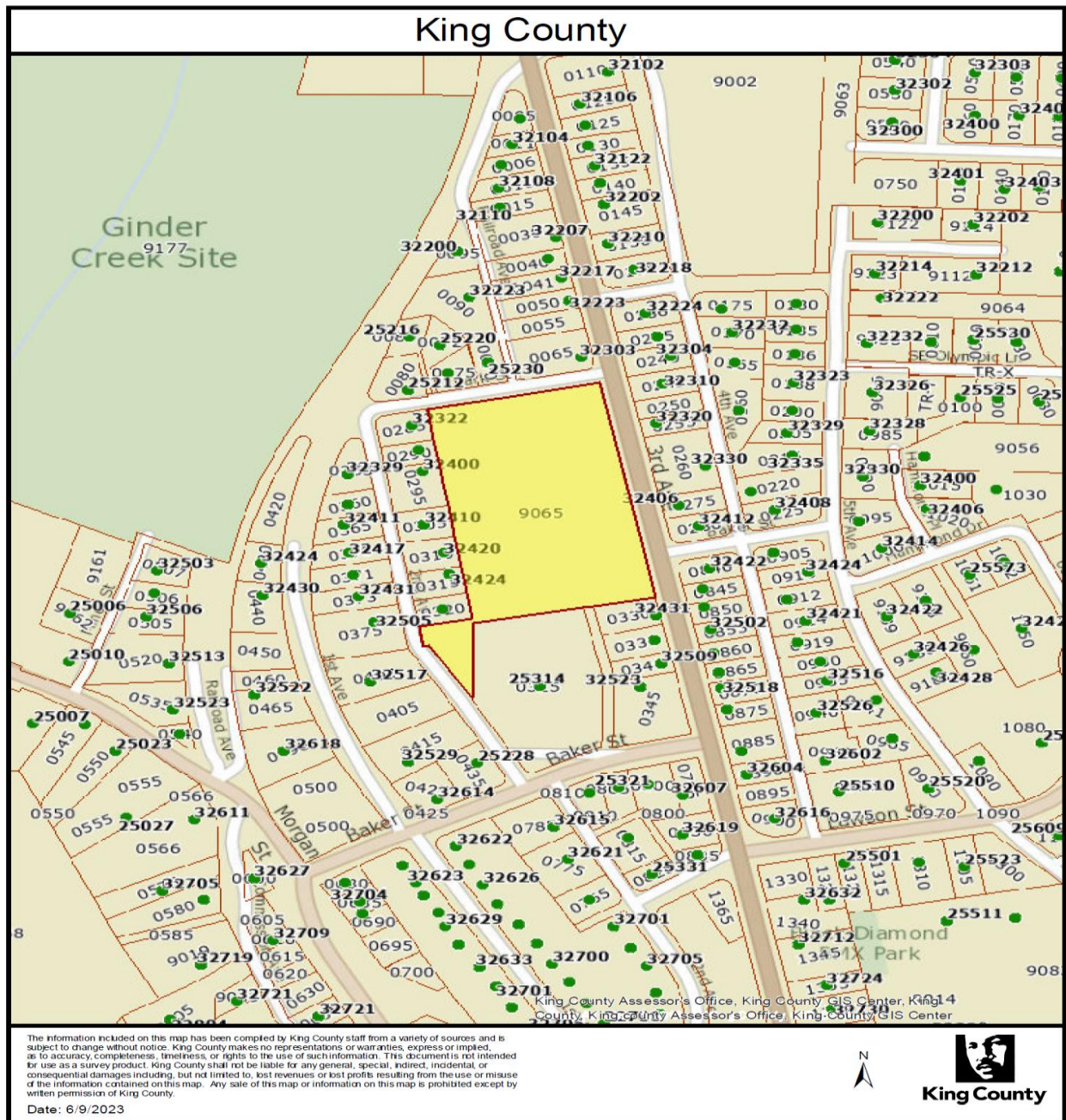


Exhibit B – Description/Depiction of the Leased Premises

A 1.22 acre (53,143 sq. ft.) portion of King County Parcel No. 142106-9065, depicted generally in the area shaded below (adjacent to Park Street):



Exhibit C – Skate Park Facilities

[100% plans]

Exhibit D - Memorandum of Agreement

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution approving purchase of reserve fire engine from Mountain View Fire & Rescue	Agenda Date: July 6, 2023 AB23-033	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – May Miller	X
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Scott Hanis	
Cost Impact (see also Fiscal Note): \$250,000 plus tax & tabs	Court – Tawnya Parks	
Fund Source: 2023 fire equipment budget		
Timeline: ASAP		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution, Sales Agreement; Invoice; Letter from Chief Judkins, MVFR		
SUMMARY STATEMENT: The City's agreement with Mountain View Fire & Rescue obligates the City to provide one primary fire engine and one reserve fire engine. The City's current reserve engine is a model year 2000 Pierce Saber, which is in poor condition and not reliable for emergency service due to its age and mileage. The reserve engine needs to be replaced. Rather than purchasing a new fire engine (potentially at a cost of nearly \$1 million) to replace the reserve engine, the City has an opportunity to purchase a used fire engine from Mountain View at a cost of \$250,000. This fire engine is a 2010 Sutphen Custom engine, which is in good condition and according to Mountain View should provide another 6-7 years of useful service. Once the 2010 Sutphen engine reaches the end of its useful life, the City's recently acquired new fire engine could be moved into reserve status and a new engine would be purchased at that time. Mountain View researched the fair market values of comparable used engines and determined that they range in price from \$225,000 to \$450,000, with a 2010 Sutphen engine recently selling for \$250,000, not including tax and license fees. Mountain View is offering to sell one of its 2010 Sutphen engines to Black Diamond at the same price. The 2023-2028 Capital Improvement Plan identified the fire equipment needs for the next few years with proposed budgets per the City's agreement with Mountain View Fire and Rescue agreement. The Budget has been established to allow the City to upgrade and purchase this reserve engine, which will help establish a better replacement schedule in the next few years. FISCAL NOTE (Finance Department): \$250,000 plus sales tax and tabs; covered by the 2023 budget allocation of \$300,000.		

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Finance Committee reviewed the purchase of the upgraded reserve fire engine from Mountain View Fire and Rescue at their June 29, 2023 meeting and recommended forwarding to Council.

RECOMMENDED ACTION: **MOTION to approve Resolution No. 23-1554, authorizing the purchase of a reserve fire engine from Mountain View Fire and Rescue for a price of \$250,000, plus sales tax and license fees.**

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
July 6, 2023		

RESOLUTION NO. 23-1554

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, WASHINGTON, APPROVING A THE
PURCHASE OF A RESERVE FIRE ENGINE FROM
MOUNTAIN VIEW FIRE AND RESCUE.**

WHEREAS, the City of Black Diamond's back-up fire engine, a 2000 Pierce Saber, is past its useful life and needs to be replaced;

WHEREAS, Mountain View Fire & Rescue has a 2010 Sutphen Custom fire engine in good condition available for purchase, which is expected to have at least six or seven more years of useful service as a reserve fire engine; and

WHEREAS, based on research of comparable used fire engines, the fair market value of the 2010 Sutphen fire engine is \$250,000; and

WHEREAS, funds to purchase this reserve fire engine are available under the 2023 budget;

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

Section 1. The City Council hereby approves the purchase of a 2010 Sutphen Custom fire engine to serve as the City's reserve engine at a cost of \$250,000 plus tax and license fees, and authorizes the Mayor to execute a sales agreement with Mountain View Fire and Rescue, in substantially the form attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF JULY, 2023.

CITY OF BLACK DIAMOND

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

SALES AGREEMENT

This Agreement dated June 22, 2023, is entered into between MOUNTAIN VIEW FIRE AND RESCUE, a municipal corporation, hereafter referred to as "Seller", and CITY OF BLACK DIAMOND, a municipal corporation, hereafter referred to as "Buyer."

RECITALS

1. Seller owns the Apparatus identified in the Bill of Sale attached hereto as **Exhibit A** "Apparatus."
2. Buyer desires to purchase the Apparatus in accordance with the terms of this Agreement and in satisfaction of its obligation to provide Seller with a reserve engine under Section 7.1 of the 2021 Agreement for Fire Protection and Emergency Medical Services between Buyer and Seller.

AGREEMENT

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **Sale of Apparatus.** Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Apparatus consistent with the terms of the Bill of Sale attached hereto as **Exhibit A**.
2. **Consideration.**
 - 2.1. Buyer shall pay to Seller the sum of \$250,000.00 (Buyer shall also be responsible for any applicable Washington Sales Tax, transfer and licensing fees).

**MOUNTAIN VIEW FIRE AND
RESCUE**

CITY OF BLACK DIAMOND

By: _____

By: _____

Print Name: _____

Print Name: _____

Its _____

Its _____

DATE: _____

DATE: _____

EXHIBIT A

BILL OF SALE AND HOLD HARMLESS AGREEMENT

In consideration of Buyer's payment of \$250,000 the receipt and sufficiency of which is hereby acknowledged by the parties to this Agreement, MOUNTAIN VIEW FIRE AND RESCUE, a Washington municipal corporation, ("District") does hereby sell, assign, convey, transfer and deliver to the CITY OF BLACK DIAMOND ("Buyer") the following Apparatus "Apparatus":

2010 Sutphen Custom Fire Engine VIN# 1S9A1BMD7A1003054

The District hereby warrants to Buyer that immediately prior to the delivery of this Bill of Sale, the District was the owner of the full legal title to the described Apparatus and that the District had the lawful right to sell the same and that good and clear title to the Apparatus is hereby vested in Buyer free and clear of all liens, claims, encumbrances, and rights of others. The District makes no representations regarding the condition of the Apparatus or the existence of known or hidden defects. The District makes no warranty with respect to the Apparatus and Buyer warrants that it has inspected the described Apparatus, is aware of any defects in such Apparatus, and has determined that the Apparatus is in a reasonable safe condition for Buyer's use.

Buyer accepts the Apparatus "as is," and the District makes no warranty of any kind, express or implied, or arising by operation of law, by course of dealing or arising by performance, trade practice, or otherwise. The District disclaims all other warranties, including without limitation, any implied warranties of merchantability or fitness for a particular purpose. Repair or replacement of defective parts shall be the sole obligation of Buyer. In no event shall the District be liable for direct, indirect, incidental, exemplary, consequential, or special damages arising in any manner whatsoever, even if the District had been previously advised of the possibility of that damage. The District's maximum liability shall in no event exceed the price of the surplus Apparatus specified herein. No person has authority to make any claim, representation, warranty, promise, guarantee or commitment on behalf of the District that is not expressed in this agreement.

BY SIGNING THIS AGREEMENT, THE BUYER AFFIRMS:

- 1) That the District has made Buyer aware that the Apparatus to be sold under this agreement is used and has been determined by the District to be surplus to the District's needs.
- 2) That the Buyer has been given ample opportunity to inspect the Apparatus and has in fact inspected the Apparatus referred to in this Agreement, is aware of any defects and accepts the Apparatus "as is."
- 3) That the Buyer has independently found the Apparatus to meet or exceed Buyer's requirements and standards.
- 4) That the Buyer agrees to the terms of this Agreement.

EXHIBIT A

IN CONSIDERATION OF RECEIVING THE APPARATUS BUYER AGREES TO INDEMNIFY AND HOLD THE DISTRICT HARMLESS FROM AND AGAINST THE FULL AMOUNT OF ANY AND ALL COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS INCIDENT TO ANY SUIT, ACTION, INVESTIGATION OR OTHER PROCEEDING), DAMAGES AND LOSSES, SETTLEMENTS, REDUCTIONS OR OTHER ADVERSE EFFECTS ARISING OUT OF OR RESULTING FROM ANY FUTURE CLAIMS RELATING TO THE APPARATUS AND THE USE THE APPARATUS.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE PURCHASER'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale and Hold Harmless Agreement to be executed and delivered in its name this 22nd day of June 2023.

MOUNTAIN VIEW FIRE AND RESCUE

CITY OF BLACK DIAMOND

By:_____

By:_____

Print Name:_____

Print Name:_____

Its:_____

Its:_____



Mt. View Fire & Rescue

INVOICE

Mountain View Fire & Rescue
32316 148th AVE SE
Auburn, WA 98092
253-735-0284

DATE: JUNE 22, 2023
INVOICE # 23-005

BILL City of Black Diamond
TO Attn: Accounts Payable
PO BOX 599
Black Diamond, WA 98010

EMAIL:

DATE	DESCRIPTION	BALANCE	AMOUNT
06/22/2023	2010 Sutphen Custom Fire Engine VIN# 1S9A1BMD7A1003054 License Plate #94179C		\$250,000.00

Buyer will be responsible for any applicable Washington
Sales Tax, transfer, and licensing fees.

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
					\$250,000.00

Make all checks payable to Mountain View Fire & Rescue

Thank you for your business!



May 16, 2023

Mayor Benson
City of Black Diamond

Dear Mayor Benson,

In preparation for the 2023 Capital Improvement Plan, Mountain View Fire and Rescue was asked to provide upcoming capital needs. One of the requests for capital needs that was made is for Black Diamond is to have a safe and reliable reserve fire engine.

The Interlocal Agreement between our agencies states that the City will provide two engines, one aid car, one brush truck and two staff vehicles. The 2000 Pierce Saber that is owned by the City is in poor condition and is not reliable as a reserve engine due to its age and mileage. An alternative to purchasing a new fire engine as a replacement reserve engine is that the City would purchase one of the MVFR reserve 2010 Sutphen fire engines instead of purchasing a new fire engine. This would allow for the City to have two engines approximately 10 years apart in age to satisfy our Interlocal Agreement. Then the City would have time to plan for a new engine purchase in the next 6-7 years.

Our 2010 Sutphen is reliable and is expected to be in good working condition for 6-7 more years when a new engine should be purchased by the City. The newer 2020 Black Diamond engine can then be moved to reserve status.

We have researched a range of comparable engines and their fair market values. The range spanned from \$450,000 to \$225,000. The most comparable engine is a 2010 Sutphen that recently sold for \$250,000. The fair market value amount that we determined of MVFR's 2010 Sutphen is \$250,000. This amount does not include sales tax or licensing fees.

Please let me know if that amount and agreement is satisfactory for you and the City, and we will invoice the City in the amount of \$250,000.

With respect,

Dawn Judkins

Fire Chief, Mountain View Fire and Rescue

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

ITEM INFORMATION					
SUBJECT: Resolution Referring Zoning and Land Use Analysis for Potential Cannabis Retail Sites Analysis to the Planning Commission		Agenda Date: July 6, 2023		AB23-034	
		Mayor Carol Benson			
		City Administrator			
		City Attorney David Linehan			
		City Clerk – Brenda L. Martinez			
		Com Dev – Mona Davis			
		Finance – May Miller			
		MDRT/Ec Dev – Andy Williamson			
		Cost Impact (see also Fiscal Note):		Police – Chief Kiblinger	
Fund Source:		Public Works – Scott Hanis			
Timeline:		Court – Tawnya Parks			
		Councilmember Page		X	
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator					
Attachments: Resolution					
SUMMARY STATEMENT: This item will be addressed at the Council meeting.					
FISCAL NOTE (Finance Department): N/A					
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:					
RECOMMENDED ACTION: MOTION to approve Resolution No. 23-1555, referring zoning and land use analysis for potential cannabis retail sites to the Planning Commission.					
RECORD OF COUNCIL ACTION					
Meeting Date		Action		Vote	
July 6, 2023					

RESOLUTION NO. 23-1555

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, REFERRING ZONING AND LAND USE ANALYSIS FOR POTENTIAL CANNABIS RETAIL SITES TO THE PLANNING COMMISSION.

WHEREAS, the Black Diamond City Council has determined that it should analyze whether it would be in the City's best interest to repeal the prohibition in the Municipal Code on the siting of cannabis retail stores within the City; and

WHEREAS, before the Council can make an informed decision on whether to allow cannabis retail establishments in the City, it is important to understand the related land use implications—including what zoning districts would be best suited for cannabis retail, and whether any additional zones should be created where cannabis retail would be a permitted and/or condition use; and

WHEREAS, the Planning Commission is authorized under the Municipal Code to hold hearings, receive testimony, and make recommendations to the City Council on matters concerning zoning, land use, and development regulations, and other such matters as the City Council may direct from time to time;

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

Section 1. The City Council hereby requests that the Planning Commission hold one or more public hearings, receive testimony, conduct deliberations, and make recommendations to the City Council on the following issues related to the potential for allowing cannabis retail to be sited within the City of Black Diamond:

1. Which of the City's current zoning districts would be best suited for the siting of cannabis retail uses, either as a permitted or conditional use;
2. Whether any additional zones should be created where cannabis retail would be a permitted and/or conditional use;
3. Whether any additional review criteria should be adopted by ordinance and applied by City Staff when considering cannabis retail as a conditional use within a specified zone; and
4. Whether the buffers established in state law regarding placement of cannabis-related businesses near certain other types of establishments should be reduced or expanded.
5. Such other and related land-use issues as the Community Development Director finds would be helpful to the City Council in analyzing the foregoing issues and the potential siting of cannabis retail in the City.

Section 2. The City Council asks that the Planning Commission complete its analysis of the above issues and report back to Council with its recommendations no later than October 15, 2023.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF JULY, 2023.**

CITY OF BLACK DIAMOND

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: July 6, 2023 AB23-035	
Interlocal agreement for inmate housing with the City of Sunnyside Jail.	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): Unknown	Police – Chief Kiblinger	X
Fund Source: General Fund	Public Works – Scott Hanis	
Timeline:	Court – Tawnya Parks	
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Agreement		
SUMMARY STATEMENT: Currently the City of Black Diamond contracts with Enumclaw, Issaquah, and SCORE Jails for short-term confinement of inmates. This agreement would allow for long-term housing of inmates at the rate of \$60 per day and would keep our guaranteed bed at Enumclaw Jail free. This fee included the transportation of inmates by Sunnyside Jail. Comparably, the other jail rates are: Enumclaw daily rate: \$80.00 (\$90.00 in 2024). Anticipated yearly cost of \$3,650 Issaquah jail daily rate: \$140.00 SCORE jail daily rate: \$189.52 (\$204.97 in 2024) FISCAL NOTE (Finance Department):		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to approve Resolution No. 23-1556, authorizing the Mayor to execute an interlocal agreement for inmate housing with the City of Sunnyside.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
July 6, 2023		

RESOLUTION NO. 23-1556

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE AN
INTERLOCAL AGREEMENT FOR INMATE HOUSING WITH
THE CITY OF SUNNYSIDE.**

WHEREAS, City of Black Diamond wishes to designate Sunnyside as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any city to contract with any other city/county to perform any governmental service, activity or undertaking which each contracting city/county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended;

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

Section 1. The Mayor is hereby authorized to execute the interlocal agreement in substantially similar form to the attached agreement, for inmate housing with the City of Sunnyside for an indefinite term, as shown in Attachment A hereto. The schedule of fees and charges included in the inmate housing agreement is approved.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF JULY, 2023.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

WHEN RECORDED RETURN TO:

City of Sunnyside, Washington
818 East Edison
Sunnyside, WA 98944

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON
AND THE CITY OF CITY/COUNTY OF, WASHINGTON, FOR THE HOUSING OF
INMATES**

THIS INTERLOCAL AGREEMENT is made and entered into on this 6th day of July, 2023, by and between the City of Black Diamond, Washington, hereinafter referred to as "Black Diamond", and the City of Sunnyside, Washington, hereinafter referred to as "Sunnyside", each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, Sunnyside and Black Diamond are authorized by law to have charge and custody of the Sunnyside City Jail and Black Diamond prisoners or inmates, respectively; and

WHEREAS, Black Diamond wishes to designate Sunnyside as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Sunnyside is desirous of accepting and keeping in its custody such inmate(s) in the Sunnyside Jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any city to contract with any other city/county to perform any governmental service, activity or undertaking which each contracting city/county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. GOVERNING LAW. The parties hereto agree that, except where expressed otherwise, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to this Agreement.

2. DURATION. This Agreement shall enter into full force and effect from the date of execution and end December 31, 2023, subject to earlier termination as provided by Section 3 herein. This agreement shall be renewed automatically for like successive periods under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed to require Black Diamond to house inmates in Sunnyside continuously.

3. TERMINATION.

(a) By either party. This Agreement may be terminated by written notice from either party to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners. The notice must be delivered by regular mail to the contact person identified herein. Termination shall become effective *thirty* (30) working days after receipt of such notice. Within said *thirty* (30) working days, BLACK DIAMOND agrees to remove its inmate(s) from Sunnyside.

(b) By Black Diamond due to lack of funding. The obligation of BLACK DIAMOND to pay Sunnyside under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by Black Diamond. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then Black Diamond shall have the option of terminating the Agreement upon written notice to Sunnyside, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to Black Diamond.

(c) Termination for Breach. In the event Black Diamond breaches or fails to perform or observe any of the terms or conditions herein, and fails to cure such breach or default within *seven* (7) days of Sunnyside giving Black Diamond written notice thereof, or, if not reasonably capable of being cured within such *seven* (7) days, within such other period of time as may be reasonable in the circumstances, Sunnyside may terminate Black Diamond's rights under this Agreement in addition to and not in limitation of any other remedy of Sunnyside at law or in equity, and the failure of Sunnyside to exercise such right at any time shall not waive Sunnyside's right to terminate for any future breach or default.

(d) In the event of termination of this agreement for any reason, Black Diamond shall compensate Sunnyside for prisoners housed by Sunnyside after notice of such

termination until Black Diamond retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

4. MAILING ADDRESSES. All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

To Sunnyside:	City of Sunnyside 818 E. Edison Avenue Sunnyside, WA 98944
Primary Contact Person:	Andrew Gutierrez, Corrections Sergeant 509-836-6200, agutierrez@sunnyside-wa.gov
Secondary Contact:	Johnnie Gusby, Support Services Commander 509-836-6216, JGusby@sunnyside-wa.gov
To Black Diamond:	City of Black Diamond PO Box 309 / 25510 Lawson St. Black Diamond, WA 98010 Billing: jsloss@blackdiamondwa.gov
Primary Contact Person:	Jamey Kiblinger, Chief of Police 253-261-0602, jkiblinger@blackdiamondwa.gov
Secondary Contact:	Brian Martinez, Commander 253-455-3433, bamartinez@blackdiamondwa.gov Communications: 253-372-1440

Notices mailed shall be deemed given on the date mailed. The Parties shall notify each other in writing of any change of address.

5. DEFINITIONS. The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

(a) Day. A twenty-four-hour-long unit of time commencing at 00:00:00 a.m., and ending 23:59:59 p.m.

(b) Inmate Classifications shall be pursuant to the Sunnyside's Objective Jail Inmate Classification System which is modeled after the National Institute of Corrections Jail Classification System:

(i) "**Minimum**" classification shall apply to those inmates who present a low risk to staff and the community.

(ii) "**Medium**" classification shall apply to those inmates who present a moderate risk to staff and the community.

(iii) "**Maximum**" classification shall apply to those inmates who present a substantial risk to staff and the community.

6. COMPENSATION.

(a) Rates. Sunnyside agrees to accept and house Black Diamond inmates for compensation per inmate at the rate of \$60.00 per day. This includes minimum and medium classification inmates. The parties agree that Sunnyside will not charge a separate booking fee in addition to such rate. The date of booking into the Sunnyside Jail of Black Diamond inmates shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24-hour period. The date of release from Sunnyside Corrections and/or returned to Black Diamond, regardless of the time frame within a 24-hour day shall not constitute a charge by the City of Sunnyside against Black Diamond.

(b) Billing and Payment. Sunnyside agrees to provide Black Diamond with an itemized invoice listing all names of housed inmates, the case/citation number, the number of days housed (including the date and time of booking and date and time of release), and the payment amount due. Sunnyside agrees to provide said invoice by the 10th of each month. Black Diamond agrees to make payment to the City of Sunnyside within *thirty* (30) days of receipt of such invoice for the amount billed for the previous calendar month.

(c) Transportation of inmates is included in the cost and is provided by Sunnyside Corrections.

7. RIGHT OF INSPECTION. Black Diamond shall have the right to inspect, at all reasonable times, all Sunnyside facilities in which inmates of Black Diamond are confined in order to determine if such jail maintains standards of confinement acceptable to Black Diamond and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Sunnyside shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLOUGHS, PASSES, AND WORK RELEASE. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews,

electronic home detention or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

9. INMATE ACCOUNTS. Sunnyside shall establish and maintain an account for each inmate received from Black Diamond and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Sunnyside shall be accountable to Black Diamond for such inmate funds. At either the termination of this Agreement, the inmate's death, and release from incarceration or return to either Black Diamond or indefinite release to the court, the inmate's money shall be refunded in the form of a pre-paid debit card or check issued to the inmate at the time of their release or transfer.

10. INMATE PROPERTY. Black Diamond may transfer to Sunnyside only agreed amounts of personal property of Black Diamond inmates recovered from or surrendered by inmates to Black Diamond upon booking. Only those items which fit into a 12-inch by 14-inch bag will be allowed on transports, when such transports are conducted by Sunnyside Jail Personnel. Additional legal material or personal belongings may be shipped to the Sunnyside Jail at the expense of the inmate or Black Diamond.

11. RESPONSIBILITY FOR OFFENDER'S CUSTODY. It shall be the responsibility of Sunnyside to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require the City of Sunnyside, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require Sunnyside to provide services, treatment, facilities or programs to Black Diamond inmates above, beyond or in addition to that which is required by applicable law.

12. MEDICAL SERVICES.

(a) Inmates deemed Black Diamond inmates shall receive such medical, psychiatric and dental treatment when **emergent** and necessary to safeguard their health while housed in Sunnyside. Sunnyside shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the Sunnyside Jail, Black Diamond shall pay directly or reimburse Sunnyside for any and all costs associated with the delivery of any emergency and/or major medical service provided to Black Diamond inmates. Black Diamond shall be responsible for any

and all **emergent** medical, dental and psychiatric treatment provided outside of the Sunnyside Jail and shall be billed therefor.

(b) An adequate record of all such services shall be kept by Sunnyside for Black Diamond's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services requiring treatment from providers outside of the Sunnyside Jail shall be reported to Black Diamond as soon as time permits.

(c) Should medical, psychiatric or dental services require hospitalization, Black Diamond agrees to compensate Sunnyside dollar for dollar any amount expended, or cost incurred in providing the same; provided that, except in emergencies, Black Diamond will be notified by contacting the duty supervisor at Black Diamond prior to the inmate's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.

(d) Sunnyside will make all reasonable efforts to ensure that medical care providers providing services to Black Diamond inmates adhere to payment requirements of RCW 70.48.130 when such services are not billed directly to Black Diamond by the medical care provider. Sunnyside may elect to have the medical care provider(s) bill Black Diamond directly. Black Diamond will have the responsibility for notifying medical care providers of these payment requirements when billed directly by medical care providers.

13. DISCIPLINE. Sunnyside shall have physical control over and power to execute disciplinary authority over all inmates of Black Diamond. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

14. RECORDS AND REPORTS.

(a) Black Diamond shall forward to Sunnyside before or at the time of delivery of each inmate, a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner.

(b) Sunnyside shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Sunnyside, Black Diamond shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.

15. REMOVAL FROM THE JAIL. An inmate of Black Diamond legally confined in Sunnyside shall not be removed from the jail by any person without written authorization from Black Diamond by order of any court having jurisdiction. Black Diamond hereby designates the Corrections Sergeant as the official authorized to direct Sunnyside to

remove Black Diamond inmates from the Sunnyside Jail. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of the Sunnyside Jail. In the event of any such emergency removal, Sunnyside shall inform Black Diamond the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

16. ESCAPES. In the event any Black Diamond inmate escapes from Sunnyside's custody, Sunnyside will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Black Diamond. Sunnyside shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Sunnyside; however, Sunnyside shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states or other countries.

17. DEATH OF AN INMATE.

(a) In the event of the death of a Black Diamond inmate, the Yakima County Coroner shall be notified. Black Diamond shall receive copies of any records made at or in connection with such notification.

(b) Sunnyside shall immediately notify Black Diamond of the death of a Black Diamond inmate, furnish information as requested and follow the instructions of Black Diamond regarding the disposition of the body. Black Diamond hereby designates the Chief of Police as the official authorized to request information from and provide instructions to Sunnyside regarding deceased inmates. The body shall not be released except on written order of said appropriate official(s) of Black Diamond. Written notice shall be provided within three weekdays of receipt by Black Diamond of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by Black Diamond. With Black Diamond's consent, to be obtained on an individual basis, Sunnyside may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by Black Diamond. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) Black Diamond shall receive a certified copy of the death certificate for any of its inmates who have died while in the City of Sunnyside's custody.

18. RETAKE OF INMATES. Upon request from Sunnyside, Black Diamond shall, at its expense, retake any Black Diamond inmate within *thirty-six* (36) hours after receipt of such request. In the event the confinement of any Black Diamond inmate is terminated for any reason, Black Diamond shall, at its expense, retake such inmate at the Sunnyside Facility.

19. HOLD HARMLESS AND INDEMNIFICATION.

(a) Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.

(b) The terms of section 19 shall survive the termination or expiration of this Agreement.

19.1 SUNNYSIDE – HOLD HARMLESS AND INDEMNIFICATION. Sunnyside agrees to hold harmless, indemnify and defend THE CITY/COUNTY OF, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct, negligent act, error, or omission of Sunnyside, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) Sunnyside's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of Black Diamond, its officials, agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both Black Diamond and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

19.2 BLACK DIAMOND– HOLD HARMLESS AND INDEMNIFICATION. Black Diamond agrees to hold harmless, indemnify and defend Sunnyside, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of Black Diamond, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) Black Diamond's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of Sunnyside, its agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both Black Diamond and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

20. RIGHT OF REFUSAL AND TRANSPORTATION.

(a) Sunnyside shall have the right to refuse to accept any inmate from Black Diamond when, in the opinion of Sunnyside, its inmate census is at capacity such that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Sunnyside shall further have the right to refuse to accept any inmate from Black Diamond who, in the judgment of Sunnyside, has a current illness or injury which may adversely affect the operations of the Sunnyside Jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property, or is classified as a maximum-security inmate pursuant to Sunnyside's Objective Jail Classification System.

(c) Black Diamond prisoners incarcerated in Sunnyside pursuant to this Agreement shall be transported to Sunnyside by and at the expense of Sunnyside and shall be returned, if necessary, to Black Diamond's custody by Sunnyside personnel and at Sunnyside's expense provided that notice of the necessity of transport is received by Sunnyside *three* (3) days prior to time of expected transport.

21. INDEPENDENT CONTRACTOR. In providing services under this contract, Sunnyside is an independent contractor and neither it nor its officers, agents or employees are employees of Black Diamond for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of Black Diamond under any applicable law, rule or regulation.

22. GENERAL PROVISIONS.

(a) Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

(b) Dispute Resolution. In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by

agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo, with venue placed in Sunnyside, Yakima County, Washington. Each party shall bear its own attorney fees and costs.

(c) Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

(d) Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be severed only to the extent necessary to bring it within legal requirements.

(e) Filing. This Agreement shall be filed with the Yakima County Auditor's Office or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

23. INTERPRETATION. This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and gender neutral.

24. ACCESS TO RECORDS CLAUSE. The parties hereby agree that authorized representatives of the parties shall access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of *three* (3) years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

25. INTERLOCAL COOPERATIVE ACT PROVISIONS Each party shall be solely responsible for all costs, materials, supplies and services necessary for their performance under the terms of this Agreement. All property and materials secured by each party in the performance of this Agreement shall remain the sole property of that party. All funding incident to the fulfillment of this Interlocal Agreement, shall be borne by each party necessary for the fulfillment of their responsibilities under the terms of this Agreement. No special budgets or funds are anticipated, nor shall be created incident to this Interlocal Cooperation Agreement. It is not the intention that a separate legal entity be established to conduct the cooperative undertakings, nor is the acquisition, holding, or

disposing of any real or personal property anticipated under the terms of this Agreement. The City Manager of the City of Sunnyside, Washington, shall be designated as the Administrator of this Interlocal Cooperative Agreement.

A copy of this Interlocal Agreement shall be filed or placed on the City's and Black Diamond's website as provided by RCW 39.34.

26. ENTIRE AGREEMENT. This Agreement represents the entire integrated Agreement between Black Diamond and Sunnyside and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF SUNNYSIDE

By: _____
Elizabeth Alba, City Manager

ATTEST:

Jacqueline Renteria, City Clerk

APPROVED AS TO FORM:

Kerr Law Group, PLLC,
Attorneys for the City of Sunnyside

CITY OF BLACK DIAMOND

By: _____
Carol Benson, Mayor

ATTEST:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

David Linehan, Attorney for Black
Diamond

STATE OF WASHINGTON)

: ss.

CITY OF BLACK DIAMOND))

On this day personally appeared before me Elizabeth Alba, City Manager, of the City of Sunnyside, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 20__.

NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)

: ss.

CITY OF BLACK DIAMOND))

On this day personally appeared before me _____, *Title*, of the CITY OF CITY/COUNTY OF, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 20__.

NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My Commission Expires: _____