CITY OF BLACK DIAMOND

September 21, 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:

Presentation – Recovery Navigator

CONSENT AGENDA:

1) **Claim Checks –** September 21, 2023, Check No. 53341 through Check No. 53503 and EFTs in the amount of $453,012.96
2) **Payroll** – August 2023, Check No. 20332 through Check No. 20339 and ACHs in the amount of $547,628.54
3) **Minutes –** Special Meeting of September 7, 2023, and Council Meeting of September 7, 2023
4) **AB23-048** – Resolution Authorizing Precision Concrete Cutting to Perform Sidewalk Maintenance — Mr. Hanis
5) **AB23-049** – Resolution Authorizing Lake Defense Force to Remove Dead Aquatic Weed Mats — Mr. Hanis
6) **AB23-050** – Resolution Accepting and Awarding Bid to Tony Lind Paving for Roberts Drive Shoulder Improvement Project — Mr. Hanis

PUBLIC HEARINGS:

UNFINISHED BUSINESS:

NEW BUSINESS:

7) **AB23-051 –** Discussion/Action Regarding Re+ Pledge — Mayor Benson

8) **AB23-052 –** Discussion Regarding 2024 Legislative Agenda — Mayor Benson

9) **Discussion** - October Town Hall Meeting — Councilors Deady and Page

DEPARTMENT REPORTS:

Fire – Report Regarding Level of Service and Staffing Requirements

MDRT – Update from Director Williamson

MAYOR'S REPORT:

COUNCIL REPORTS:

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

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:

CERTIFICATION

Finance Committee Meeting **September 14, 2023**
Council Date: **September 21,2023**

Check No.'s / EFT	Batch Name	Check / EFT Date		Amount
	August 2023 EFT Batch	08/01/2023 - 08/31/2023	$	21,417.27
53441	Early 2nd September Batch	09/05/23	$	3,382.80
53442 - 53496	4th August 2023 Batch	09/22/23	$	423,374.37
53497 - 53503	2nd September Batch	09/22/23	$	4,838.52
			$	
			$	
			$	
			$	
			$	
			$	
			$	
		TOTAL	$	453,012.96

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.

Xavier Mason

Xavier Mason, Finance Director **CAROL BENSON, MAYOR**

DATE 09/12/2023 **DATE**

Register

Fiscal: 2023
Deposit Period: 2023 - September, 2023 - August
Check Period: 2023 - September - 2nd September 2023 Batch, 2023 - September - Early 2nd September 2023 Batch, 2023 - August - August 2023 EFT Batch, 2023 - August - 4th August 2023 Batch

Number	Name	Print Date	Clearing Date	Amount
Columbia Bank	**390562401**			
Check				
53441	Black Diamond Labor Days Committee	9/5/2023		$3,382.80
53442	AHBL, Inc.	9/22/2023		$13,840.00
53443	Alliance 2020. Inc	9/22/2023		$42.64
53444	Alpine Products	9/22/2023		$5,344.15
53445	Amazon Capital Services, Inc.	9/22/2023		$713.00
53446	Art Gamblin Motors	9/22/2023		$91.29
53447	AT&T Mobility: First Net	9/22/2023		$3,091.77
53448	Bill's Locksmith Service Inc.	9/22/2023		$2,255.29
53449	CHS/Cenex Inc	9/22/2023		$6,586.55
53450	City of Black Diamond	9/22/2023		$2,588.02
53451	Cutters Supply Inc.	9/22/2023		$143.55
53452	DCW - Data Center Warehouse	9/22/2023		$2,170.39
53453	DD Printing Solutions	9/22/2023		$265.58
53454	Enumclaw School District	9/22/2023		$50,569.00
53455	FCS Group	9/22/2023		$2,587.50
53456	Grainger	9/22/2023		$55.71
53457	Guardian Alliance Technologies, Inc.	9/22/2023		$62.00
53458	Gunderson Law Firm	9/22/2023		$3,400.00
53459	H.D. Fowler Company	9/22/2023		$953.34
53460	Home Depot Credit Service	9/22/2023		$330.11
53461	HWA GeoSciences Inc.	9/22/2023		$150.00
53462	Intercom Language Services, Inc.	9/22/2023		$55.65
53463	Johnsons Home & Garden	9/22/2023		$8.04
53464	King County Finance - Wastewater Treat Div.	9/22/2023		$121,103.64
53465	King County Prosecuting Attorney	9/22/2023		$225.05
53466	King County Radio Comm Services	9/22/2023		$1,578.87
53467	Language Line Services, Inc.	9/22/2023		$157.88
53468	Law Office of Krista White Swain	9/22/2023		$4,200.00
53469	Long Bay Enterprises, Inc	9/22/2023		$2,187.50
53470	Madrona Law Group LLC	9/22/2023		$23,022.00
53471	Matzke Polygraph, LLC	9/22/2023		$250.00
53472	McKay Garvin	9/22/2023		$145.00
53473	Mountain View Fire & Rescue	9/22/2023		$1,125.59
53474	Office Products Nationwide	9/22/2023		$206.29

Number	Name	Print Date	Clearing Date	Amount
53475	Parametrix, Inc.	9/22/2023		$10,078.00
53476	Perteet Inc.	9/22/2023		$2,757.50
53477	Puget Sound Energy	9/22/2023		$24,895.74
53478	Quinn Thomas, LLC	9/22/2023		$5,000.00
53479	Regional Animal Services of King County	9/22/2023		$15.00
53480	Republic Services #176	9/22/2023		$2,311.89
53481	RH2 Engineering Inc.	9/22/2023		$16,412.88
53482	Severson's Building Maintenance	9/22/2023		$3,075.00
53483	Somer Johnson	9/22/2023		$2,500.00
53484	Tacoma Public Utilities	9/22/2023		$77,915.22
53485	Thomson Reuters - West	9/22/2023		$215.72
53486	U.S. Postal Service - Black Diamond PO Box Renewal	9/22/2023		$398.00
53487	Uline	9/22/2023		$421.51
53488	United Business Machines of WA Inc	9/22/2023		$66.62
53489	Utilities Underground Location Center	9/22/2023		$68.37
53490	VenTek International	9/22/2023		$90.00
53491	Vision Municipal Solutions, LLC	9/22/2023		$2,404.16
53492	Washington State Department of Ecology	9/22/2023		$5,249.00
53493	Washington State Patrol	9/22/2023		$79.50
53494	Washington State Treasurer	9/22/2023		$19,125.17
53495	Water Management Laboratories, Inc.	9/22/2023		$112.00
53496	Work-Sports & Outdoors	9/22/2023		$677.69
53497	Amazon Capital Services, Inc.	9/22/2023		$28.65
53498	Home Depot Credit Service	9/22/2023		$75.77
53499	Karen R Arris	9/22/2023		$1.46
53500	Nielsen Commercial	9/22/2023		$1,000.00
53501	Office Products Nationwide	9/22/2023		$236.35
53502	Signs By Tomorrow	9/22/2023		$38.54
53503	Williams Scotsman, Inc.	9/22/2023		$3,457.75
EFT Payment 8/01/2023 12:49:20 PM - 1	Dept of Licensing-Firearms Online	8/1/2023	8/31/2023	$309.00
EFT Payment 8/1/2023 12:52:19 PM - 1	U.S. Postal Service (Black Diamond) Utility Postage Only	8/1/2023	8/31/2023	$507.16
EFT Payment 8/10/2023 12:52:50 PM - 1	US Bank Equipment Finance	8/10/2023	8/31/2023	$1,828.33
EFT Payment 8/21/2023 12:50:43 PM - 1	First Bankcard	8/21/2023	8/31/2023	$6,776.42
EFT Payment 8/28/2023 12:53:22 PM - 1	Washington State Department of Revenue	8/28/2023	8/31/2023	$11,076.90
EFT Payment 8/8/2023 12:51:20 PM - 1	Invoice Cloud	8/8/2023	8/31/2023	$481.50
EFT Payment 8/8/2023 12:51:55 PM - 1	Merchant Card Services / Vantive Holding, LLC	8/8/2023	8/31/2023	$437.96
		Total	**Check**	**$453,012.96**
		Total	**390562401**	**$453,012.96**
		Grand Total		**$453,012.96**

Voucher Directory with Transaction Date

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
AHBL, Inc.				
	53442	**7/31/2023**	**2023 - August - 4th August 2023 Batch**	
	2190066.32			
	July 2023 Service			
	001-000-257-558-70-49-00		MDRT - Planning Consultant	$13,840.00
	Total 2190066.32			**$13,840.00**
	Total 53442			**$13,840.00**
Total AHBL, Inc.				**$13,840.00**
Alliance 2020. Inc				
	53443	**8/31/2023**	**2023 - August - 4th August 2023 Batch**	
	5847111			
	August 2023 Service			
	001-000-180-518-50-41-03		CEN SVCS -hiring/Employment costs	$42.64
			GG - New Hire Background Check	
	Total 5847111			**$42.64**
	Total 53443			**$42.64**
Total Alliance 2020. Inc				**$42.64**
Alpine Products				
	53444	**8/24/2023**	**2023 - August - 4th August 2023 Batch**	
	TM-219136			
	PW - Supplies			
	101-000-000-542-64-31-01		STRT - Street Signs	$5,344.15
			Street Signs	
	Total TM-219136			**$5,344.15**
	Total 53444			**$5,344.15**
Total Alpine Products				**$5,344.15**

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

Amazon Capital Services, Inc.

53445	**8/31/2023**	**2023 - August - 4th August 2023 Batch**	
131T-PVNH-1KHX			
CH - Supplies			
001-000-180-518-50-31-00		CEN SVCS - Operating & Office Supplies	$7.73
	Envelope Moisteners		
001-000-254-518-20-31-00		CH - Operating Supplies	$60.27
	Restroom Supplies		
Total 131T-PVNH-1KHX			**$68.00**
53445	**8/15/2023**	**2023 - August - 4th August 2023 Batch**	
149P-WY6L-9XQK			
Fin - Supplies			
001-000-180-518-50-31-00		CEN SVCS - Operating & Office Supplies	$10.64
	Stamper		
Total 149P-WY6L-9XQK			**$10.64**
53445	**8/4/2023**	**2023 - August - 4th August 2023 Batch**	
199K-LQ6H-HX99			
MDRT - Supplies			
001-000-246-558-70-31-00		MDRT - Office Supplies	$249.13
	Business Cards, Paper, Clips		
Total 199K-LQ6H-HX99			**$249.13**
53445	**8/22/2023**	**2023 - August - 4th August 2023 Batch**	
19YN-HW76-RMNN			
PW - Supplies			
101-000-000-542-30-31-12		PW - Clearing Acct - Supplies	$20.63
	Keyboard Cleaner, Dry Erase Supplies		
Total 19YN-HW76-RMNN			**$20.63**
53445	**8/31/2023**	**2023 - August - 4th August 2023 Batch**	
1GT9-QGD6-WVNF			
Crt - Supplies			
001-000-120-512-51-31-00		CRT - Operating Supplies	$41.28
	Tablet Stand		
Total 1GT9-QGD6-WVNF			**$41.28**
53445	**8/22/2023**	**2023 - August - 4th August 2023 Batch**	
1HLJ-4XVQ-NQ94			
Fin - Supplies			
001-000-180-518-50-31-00		CEN SVCS - Operating & Office Supplies	$11.95

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
							Office Supplies - City Hall		
		Total 1HLJ-4XVQ-NQ94							**$11.95**
	53445			**8/29/2023**	**2023 - August - 4th August 2023 Batch**				
		1KK7-W79G-64DN							
			Clrk - Supplies						
			001-000-180-518-50-31-00			CEN SVCS - Operating & Office Supplies			$19.46
							Office Supplies - City Hall		
		Total 1KK7-W79G-64DN							**$19.46**
	53445			**8/28/2023**	**2023 - August - 4th August 2023 Batch**				
		1X64-GMPW-GFGF							
			MDRT - Supplies						
			001-000-246-558-70-49-00			MDRT - Miscellaneous			$291.91
							Chair		
		Total 1X64-GMPW-GFGF							**$291.91**
	Total 53445								**$713.00**
	53497			**9/8/2023**	**2023 - September - 2nd September 2023 Batch**				
		167R-HW3H-P7GM							
			IT - Supplies						
			001-000-145-518-80-31-00			IT - Misc. Supplies & parts			$28.65
							Power Cord		
		Total 167R-HW3H-P7GM							**$28.65**
	Total 53497								**$28.65**
Total Amazon Capital Services, Inc.									**$741.65**
Art Gamblin Motors									
	53446			**6/30/2023**	**2023 - August - 4th August 2023 Batch**				
		427317							
			June 2023 Service						
			001-000-246-558-70-48-00			MDRT - Vehicle Repair & Maintenance			$91.29
							Invoice Lost in Mail		
		Total 427317							**$91.29**
	Total 53446								**$91.29**
Total Art Gamblin Motors									**$91.29**

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
AT&T Mobility: First Net					
	53447	**8/5/2023**	**2023 - August - 4th August 2023 Batch**		
	287294109909X08132023				
	July2023 Service				
	001-000-120-512-51-42-00 Crt		CRT - Telephone / DSL / Radios / Air Cards		$172.37
	001-000-135-513-11-42-00 Admin		ADMIN - Telephone / DSL / Radios / Air Cards		$46.11
	001-000-145-518-80-42-00 IT		IT - Telephone / DSL / Radios / Air Cards		$542.70
	001-000-145-518-80-42-01 IT - Data Lines		IT - Comm - INET Costs - First Net		$303.41
	001-000-214-521-20-42-00 PD		PD - Telephone / DSL / Radios / Air Cards		$865.54
	001-000-240-558-51-42-00 Com Dev		COM DEV - Telephone / DSL / Radios / Air Cards		$335.76
	001-000-246-558-70-42-01 MDRT		MDRT - Telephone / DSL / Radios / Air Cards		$204.72
	001-000-270-576-80-42-00 4% Parks		PRK - Telephone / DSL / Radios / Air Cards		$21.37
	001-000-280-536-20-42-00 2% Cemetery		CEM - Telephone / DSL / Radios / Air Cards		$10.68
	101-000-000-542-30-42-01 22% Streets		STRT - Telephone / DSL / Radios / Air Cards		$117.51
	401-000-000-534-80-42-00 24% Water		WTR - Telephone / DSL / Radios / Air Cards		$128.19
	404-000-010-534-80-41-00 SCADA Syst		SCADA/Telemetry Prof Svs		$87.02
	407-000-000-535-80-42-00 24% Sewer		SEW - Telephone / DSL / Radios / Air Cards		$128.19
	410-000-000-531-10-42-00 24 % Storm		STRM - Telephone / DSL / Radios / Air Cards		$128.20
	Total 287294109909X08132023				**$3,091.77**
	Total 53447				**$3,091.77**
Total AT&T Mobility: First Net					**$3,091.77**

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

Bill's Locksmith Service Inc.

53448 | **8/31/2023** | **2023 - August - 4th August 2023 Batch**

126426

PW - Supplies

401-000-000-534-80-31-01 | WTR - Operating Supplies | $1,503.53

Gate Locks & Shackles

Total 126426 **$1,503.53**

53448 | **8/22/2023** | **2023 - August - 4th August 2023 Batch**

126449

PW - Supplies

401-000-000-534-80-31-01 | WTR - Operating Supplies | $751.76

Keys for Gate Locks

Total 126449 **$751.76**

Total 53448 **$2,255.29**

Total Bill's Locksmith Service Inc. **$2,255.29**

Black Diamond Labor Days Committee

53441 | **9/1/2023** | **2023 - September - Early 2nd September 2023 Batch**

09012023 BDLDC

Event Insurance

001-000-270-575-50-49-02 | Labor Day/Miner Day Support | $593.00

Directors & Officers

001-000-270-575-50-49-02 | Labor Day/Miner Day Support | $1,412.58

Liability

001-000-270-575-50-49-02 | Labor Day/Miner Day Support | $1,377.22

Parade

Total 09012023 BDLDC **$3,382.80**

Total 53441 **$3,382.80**

Total Black Diamond Labor Days Committee **$3,382.80**

CHS/Cenex Inc

53449 | **8/31/2023** | **2023 - August - 4th August 2023 Batch**

12424408312023 CH

CH - Fuel 08.2023

001-000-181-518-30-32-00 | FAC - MTC Fuel Costs | $291.00

Facilities Clearing

001-000-215-521-10-32-00 | PD - Marine Fuel VRF Grant | $252.48

Police - VRF Grant

001-000-240-558-51-32-00 | COM DEV - Fuel | $128.95

Com Dev / Inspections

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
			001-000-246-558-70-32-00			MDRT	MDRT - Fuel		$686.98
			001-000-270-576-80-32-00			PARKS 4%	PRK - Fuel		$43.25
			001-000-280-536-20-32-00			CEMETERY 2%	CEM - Fuel		$21.62
			101-000-000-543-50-32-00			STREETS 22%	STRT - Fuel		$237.87
			401-000-000-534-80-32-00			WATER 24%	WTR - Fuel		$259.49
			407-000-000-535-80-32-00			SEWER 24%	SWR - Fuel		$259.49
			410-000-000-531-10-32-00			STORM WATER 24%	STRM - Fuel		$259.50
		Total 12424408312023 CH							**$2,440.63**
	53449			**8/31/2023**	**2023 - August - 4th August 2023 Batch**				
		128275082023 PD							
			PD - Fuel 08.2023						
			001-000-210-521-10-32-00			Police	PD - Fuel		$4,145.92
		Total 128275082023 PD							**$4,145.92**
	Total 53449								**$6,586.55**
Total CHS/Cenex Inc									**$6,586.55**
City of Black Diamond									
	53450			**8/31/2023**	**2023 - August - 4th August 2023 Batch**				
		08312023 COBD							
			August 2023 Service						
			001-000-212-521-50-47-01			30. 1399.14 Police Water	PD - Water		$97.50
			001-000-212-521-50-47-02			28. 1399.14 Police Sewer	PD - Sewer		$139.69
			001-000-212-521-50-47-03			29. 1399.14 Police Stirn	PD - Stormwater		$253.10
			001-000-254-518-20-47-00			35. 1399.19 City Hall & Sorci Warehouse	CH - Utilities		$431.11
			001-000-254-518-21-47-00			26. 1399.12 Archives at Fire Museum	MOD - Utility Expense		$66.54
			001-000-254-518-21-47-00			31. 1399.15 MOD - Com Dev	MOD - Utility Expense		$207.95

Vendor				
Transaction Number	Invoice Date	Fiscal Description		Void
Transaction Reference		Name		Amount
Account Number		Title		
001-000-270-575-30-47-01		PRKS - Museum Water/Sewer/Storm		$231.49
34. 1399.18 Train Museum				
001-000-270-575-30-47-01		PRKS - Museum Water/Sewer/Storm		$39.00
23. 1399.5 Museum				
001-000-270-575-30-47-01		PRKS - Museum Water/Sewer/Storm		$27.98
26. 1399.12 Fire Museum - Sewer				
001-000-270-575-51-47-01		GYM - Stormwater		$19.50
21. 1399.0 Gym				
001-000-270-575-51-47-02		GYM - Sewer		$77.11
19. 1399.0 Gym				
001-000-270-575-51-47-03		GYM - Water		$48.87
20. 1399.0 Gym				
001-000-270-576-80-47-01		PRK - Water		$136.80
32. 1399.16 Railroad Ave Irrigation				
001-000-270-576-80-47-01		PRK - Water		$196.77
25. 1399.11 Eagle Creek				
001-000-270-576-80-47-01		PRK - Water		$3.62
01. 1399.9 City Shop				
001-000-270-576-80-47-01		PRK - Water		$35.63
27. 1399.13 Coal Car				
001-000-270-576-80-47-02		PRK - Sewer		$6.17
02. 1399.9 City Shop				
001-000-270-576-80-47-02		PRK - Sewer		$38.56
26. 1399.12 Fire Museum - Water				
001-000-270-576-80-47-03		PRK - Stormwater		$117.00
22. 1399.2 Boat Launch				
001-000-270-576-80-47-03		PRK - Stormwater		$14.04
03. 1399.9 City Shop				
001-000-280-536-20-47-01		CEM - Water		$40.74
24. 1399.8 Cemetery				
001-000-280-536-20-47-02		CEM - Sewer		$0.91
04. 1399.9 City Shop				
001-000-280-536-20-47-02		CEM - Sewer		$1.54
05. 1399.9 City Shop				
001-000-280-536-20-47-03		CEM - Stormwater		$3.51
06. 1399.9 City Shop				
101-000-000-543-50-47-01		Water		$6.79
07. 1399.9 City Shop				
101-000-000-543-50-47-02		STRT - Sewer		$11.57
08. 1399.9 City Shop				
101-000-000-543-50-47-03		STRT - Stormwater		$26.33
09. 1399.9 City Shop				

Vendor					
Transaction Number	Invoice Date	Fiscal Description		Void	
Transaction Reference		Name			Amount
Account Number		Title			
401-000-000-534-80-47-01		WTR - Water			$11.32
	10. 1399.9 City Shop				
401-000-000-534-80-47-02		WTR - Sewer			$19.28
	11. 1399.9 City Shop				
401-000-000-534-80-47-03		WTR - Stormwater			$43.88
	12. 1399.9 City Shop				
407-000-000-535-80-47-01		SEW - Water			$84.80
	33. 1399.17 Morganville / Alpine Sew Pump Station				
407-000-000-535-80-47-01		SEW - Water			$11.32
	13. 1399.9 City Shop				
407-000-000-535-80-47-02		SEW - Sewer			$19.28
	14. 1399.9 City Shop				
407-000-000-535-80-47-03		SEW - Stormwater			$43.86
	15. 1399.9 City Shop				
410-000-000-531-10-47-01		Water			$11.32
	16. 1399.9 City Shop				
410-000-000-531-10-47-02		STRM - Sewer			$19.28
	17. 1399.9 City Shop				
410-000-000-531-10-47-03		STRM - Stormwater			$43.86
	18. 1399.9 City Shop				
Total 08312023 COBD					**$2,588.02**
Total 53450					**$2,588.02**
Total City of Black Diamond					**$2,588.02**

Cutters Supply Inc.

53451	**8/10/2023**	**2023 - August - 4th August 2023 Batch**			
153450					
PW - Supplies					
101-000-000-542-30-48-04		PW - Clearing- Shared Veh/Equip Maint			$143.55
	Handlebar, Air Filter, Blades, Spark Plug...				
Total 153450					**$143.55**
Total 53451					**$143.55**
Total Cutters Supply Inc.					**$143.55**

DCW - Data Center Warehouse

53452	**7/27/2023**	**2023 - August - 4th August 2023 Batch**			
0000175351					
IT - Supplies					
001-000-145-518-80-35-00		IT - Minor Equipment			$1,497.06
	APC UPS EXT Run 1 Unit				
Total 0000175351					**$1,497.06**

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

53452 | 7/31/2023 | 2023 - August - 4th August 2023 Batch

0000175552

IT - Supplies

001-000-145-518-80-35-00 | IT - Minor Equipment | $673.33

Replacement Battery Cartridge

Total 0000175552 **$673.33**

Total 53452 **$2,170.39**

Total DCW - Data Center Warehouse **$2,170.39**

DD Printing Solutions

53453 | **8/30/2023** | **2023 - August - 4th August 2023 Batch**

1803 DDP

Crt - Envelopes

001-000-120-512-51-49-02 | CRT - Printing and Binding | $265.58

Total 1803 DDP **$265.58**

Total 53453 **$265.58**

Total DD Printing Solutions **$265.58**

Dept of Licensing-Firearms Online

EFT Payment 8/01/2023 12:49:20 PM - 1 | **8/1/2023** | **2023 - August - August 2023 EFT Batch**

09072023 DOL

Firearms Permits through 07.312023

633-000-400-589-30-00-00 | CPL Fees for DOL - Firearms EFT | $309.00

Concealed Pistol License

Total 09072023 DOL **$309.00**

Total EFT Payment 8/01/2023 12:49:20 PM - 1 **$309.00**

Total Dept of Licensing-Firearms Online **$309.00**

Enumclaw School District

53454 | **9/6/2023** | **2023 - August - 4th August 2023 Batch**

09052023 ESD

August 2023 School Fees

111-000-100-518-65-49-03 | Enumclaw School Impact Fees Single-Fam | $13,210.00

Reg Single Fam

Total 09052023 ESD **$13,210.00**

Vendor	Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
	53454	9/8/2023	2023 - August - 4th August 2023 Batch	
	09082023 ESD			
	July & Aug 2023 School Fees			
		111-000-100-518-65-49-01	Enumclaw School Mitigation Fees MPD Single-Fam	$12,453.00
			MPD Single Fam - Aug 2023	
		111-000-100-518-65-49-01	Enumclaw School Mitigation Fees MPD Single-Fam	$24,906.00
			MPD Single Fam - July 2023	
	Total 09082023 ESD			**$37,359.00**
	Total 53454			**$50,569.00**
Total Enumclaw School District				**$50,569.00**

FCS Group

Vendor	Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
	53455	8/18/2023	2023 - August - 4th August 2023 Batch	
	3648-22308114			
	July 2023 Service			
		001-000-257-558-70-41-01	MDRT - Fiscal Analysis-	$2,587.50
	Total 3648-22308114			**$2,587.50**
	Total 53455			**$2,587.50**
Total FCS Group				**$2,587.50**

First Bankcard

Vendor	Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
	EFT Payment 8/21/2023 12:50:43 PM - 1	8/18/2023	2023 - August - August 2023 EFT Batch	
	Allen, M 6926 08/18/2023			
		001-000-240-558-51-32-00	COM DEV - Fuel	$50.04
			Cenex - Fuel	
	Total Allen, M 6926 08/18/2023			**$50.04**
	EFT Payment 8/21/2023 12:50:43 PM - 1	8/18/2023	2023 - August - August 2023 EFT Batch	
	Bain, R 7703 08/18/2023			
		001-000-246-558-70-48-00	MDRT - Vehicle Repair & Maintenance	$15.00
			Chevron - Car Wash	
		001-000-246-558-70-49-00	MDRT - Miscellaneous	$59.76
			Sahara Pizza - Long Range Planning - Pittam, Bain, Williamson, Benson	
	Total Bain, R 7703 08/18/2023			**$74.76**
	EFT Payment 8/21/2023 12:50:43 PM - 1	8/18/2023	2023 - August - August 2023 EFT Batch	
	Brandt, A 9656 08/18/2023			
		001-000-210-521-10-32-00	PD - Fuel	$59.43
			76 Station - Fuel - Cenex Pumps Down	
	Total Brandt, A 9656 08/18/2023			**$59.43**

Vendor					
Transaction Number		Invoice Date	Fiscal Description	Void	
	Transaction Reference		Name		Amount
		Account Number	Title		
EFT Payment 8/21/2023 12:50:43					
PM - 1		**8/18/2023**	**2023 - August - August 2023 EFT Batch**		
	Chatterson, K 9386 08/18/2023				
		001-000-210-521-10-32-00	PD - Fuel		$104.37
			76 Station - Fuel - Cenex Pumps Down		
		001-000-210-521-10-32-00	PD - Fuel		$94.29
			76 Station - Fuel - Cenex Pumps Down		
	Total Chatterson, K 9386 08/18/2023				**$198.66**
EFT Payment 8/21/2023 12:50:43					
PM - 1		**8/18/2023**	**2023 - August - August 2023 EFT Batch**		
	Chi, C 08/18/2023				
		001-000-210-521-10-31-04	PD - Uniforms		$37.91
			LAPG.Com - Uniform		
		001-000-210-521-10-32-00	PD - Fuel		$62.44
			Cenex - Fuel - Fuel Card nit working		
	Total Chi, C 08/18/2023				**$100.35**
EFT Payment 8/21/2023 12:50:43					
PM - 1		**8/18/2023**	**2023 - August - August 2023 EFT Batch**		
	Davis, M 2619 08/18/2023				
		001-000-240-558-51-49-01	COM DEV - Memberships		$100.00
			AWC Membership Dues		
		001-000-240-558-60-49-01	PLN - Training		$502.75
			HOVA.Com - Conf Regis - Planning Director Conf 9.2023		
		310-000-025-334-04-21-00	Comp Plan Update-DOC-St Gr 14-63200-005		$16.42
			Promotional Supplies - Community Event		
	Total Davis, M 2619 08/18/2023				**$619.17**
EFT Payment 8/21/2023 12:50:43					
PM - 1		**8/18/2023**	**2023 - August - August 2023 EFT Batch**		
	Esping, K 6315 08/18/2023				
		001-000-181-518-30-32-00	FAC - MTC Fuel Costs		$127.00
			76 - Station - Fuel - Cenex Pumps Down		
		001-000-254-518-21-49-00	MOD - Security Costs		$60.86
			Simpli Safe- Alarm Monitoring		
		001-000-270-576-80-31-03	PRK - Operating Supplies		$62.13
			ETrailer - Stickers for Buoy		
		310-000-002-594-18-62-05	Gym Improvements		$48.28
			Lowes - Repair Supplies & Lock - Gym Door		
	Total Esping, K 6315 08/18/2023				**$298.27**
EFT Payment 8/21/2023 12:50:43					
PM - 1		**8/18/2023**	**2023 - August - August 2023 EFT Batch**		
	Goddard, C 08/18/2023				
		001-000-210-521-10-32-00	PD - Fuel		$64.80

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
		Fred Meyer - Fuel - Cenex Pumps Down		
Total Goddard, C 08/18/2023				**$64.80**
EFT Payment 8/21/2023 12:50:43 PM - 1	**8/18/2023**	**2023 - August - August 2023 EFT Batch**		
Hershaw, A 08/18/2023				
001-000-210-521-10-32-00		PD - Fuel		$67.21
		76 Station - Cenex Pumps Down		
001-000-210-521-10-32-00		PD - Fuel		$63.03
		76 Station - Cenex Pumps Down		
Total Hershaw, A 08/18/2023				**$130.24**
EFT Payment 8/21/2023 12:50:43 PM - 1	**8/18/2023**	**2023 - August - August 2023 EFT Batch**		
Jewett, L 08/18/2023				
001-000-210-521-10-31-00		PD - Operating Supplies		$319.70
		Tritech - Evidence Supplies for PD		
Total Jewett, L 08/18/2023				**$319.70**
EFT Payment 8/21/2023 12:50:43 PM - 1	**8/18/2023**	**2023 - August - August 2023 EFT Batch**		
Kibblinger, J 08/18/2023				
001-000-210-521-10-32-00		PD - Fuel		$75.17
Total Kibblinger, J 08/18/2023				**$75.17**
EFT Payment 8/21/2023 12:50:43 PM - 1	**8/18/2023**	**2023 - August - August 2023 EFT Batch**		
Kuzaro, J 7057 08/18/2023				
001-000-240-558-51-49-00		Com DEV - Training		$296.40
		Permit Trx Users - Training Conf		
001-000-240-558-60-49-00		PLN - Miscellaneous		$210.33
		King County Recorder - DRC Recording		
001-000-240-558-60-49-00		PLN - Miscellaneous		$210.33
		King County Recorder - DRC Recording		
Total Kuzaro, J 7057 08/18/2023				**$717.06**
EFT Payment 8/21/2023 12:50:43 PM - 1	**8/18/2023**	**2023 - August - August 2023 EFT Batch**		
Martinez, Bre 4360 08/18/2023				
001-000-137-514-21-43-00		CLK - Lodging, Meals & Mileage		$19.32
		McDonalds - AWC - RMSA Retreat		
001-000-137-514-21-49-02		CLK - Memberships		$93.75
		PELRA - Membership Dues		
001-000-180-518-50-31-03		CEN SVCS - Wellness Supplies		$25.98
		Costco - Wellness Event Supplies		
001-000-180-518-50-32-01		CEN SVCS - Fuel		$32.00
		Safeway - Fuel - AWC - RMSA Retreat		

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
001-000-213-521-10-41-04		PD - Civil Service-Hiring Evaluations	$33.58
		Safeway - Oral Boards Supplies	
Total Martinez, Bre 4360 08/18/2023			**$204.63**
EFT Payment 8/21/2023 12:50:43			
PM - 1	**8/18/2023**	**2023 - August - August 2023 EFT Batch**	
Nielsen, D 9225 08/18/2023			
310-000-038-594-58-62-00		Comp Pl Update-State DOE Grant	$69.44
		Dollar Tree - Comp Plan Promotional Supplies	
Total Nielsen, D 9225 08/18/2023			**$69.44**
EFT Payment 8/21/2023 12:50:43			
PM - 1	**8/18/2023**	**2023 - August - August 2023 EFT Batch**	
O'Neill, S 8528 08/18/2023			
001-000-140-514-23-43-00		FIN - Lodging, Meals & Mileage	$265.94
		Enzien Inn - Deposit - Lodging - AWC Conf	
001-000-140-514-23-43-00		FIN - Lodging, Meals & Mileage	$302.72
		Enzien Inn - Remaining Balance - Lodging - AWC Conf	
001-000-140-514-23-49-01		FIN - Training and Workshops	$275.00
		Assoc WA Cities - Training Reg - X Mason 08.203	
Total O'Neill, S 8528 08/18/2023			**$843.66**
EFT Payment 8/21/2023 12:50:43			
PM - 1	**8/18/2023**	**2023 - August - August 2023 EFT Batch**	
Redd, T 5176 08/18/2023			
001-000-246-558-70-49-00		MDRT - Miscellaneous	$39.57
		Hops & Drops - Working Lunch - RE: Sewer, Pipeline Rd	
001-000-246-558-70-49-00		MDRT - Miscellaneous	$31.85
		Mountain Mist - Bottled Water Service	
001-000-246-558-70-49-00		MDRT - Miscellaneous	$80.01
		Oshio's - Working Lunch - Sewer Comp Plan - Williamson, D Ervin, Redd, Hanis	
001-000-246-558-70-49-00		MDRT - Miscellaneous	$15.46
		BD Bakery - Working Lunch - RE SEPA 169 / Roundabouts	
001-000-246-558-70-49-02		MDRT - Memberships	$327.04
		National Notary - Notary Bonding & Stamp	
Total Redd, T 5176 08/18/2023			**$493.93**
EFT Payment 8/21/2023 12:50:43			
PM - 1	**8/18/2023**	**2023 - August - August 2023 EFT Batch**	
Reed, R 3197 08/18/2023			
001-000-145-518-80-41-14		IT - Security Software subscription	$210.00
		Duo-Com	
001-000-145-518-80-41-18		IT - Misc software	$69.60
		SP Track 4 GPS Subscription	
001-000-145-518-80-41-18		IT - Misc software	$24.00
		Sweethawk - Subscription	

Vendor / Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
	001-000-145-518-80-41-18	IT - Misc software	$99.99
		Go Daddy - Subscription	
	001-000-145-518-80-41-18	IT - Misc software	$325.33
		Zendesk - Subscription	
Total Reed, R 3197 08/18/2023			**$728.92**
EFT Payment 8/21/2023 12:50:43			
PM - 1	**8/18/2023**	**2023 - August - August 2023 EFT Batch**	
Self, M 08/18/2023			
	101-000-000-542-30-49-00	STRT - Miscellaneous	$197.56
		Oshio - PW Dept Mtg - 11 Attendees	
Total Self, M 08/18/2023			**$197.56**
EFT Payment 8/21/2023 12:50:43			
PM - 1	**8/18/2023**	**2023 - August - August 2023 EFT Batch**	
Sloss, J 08/18/2023			
	001-000-210-521-10-49-03	PD - Printing	$38.03
		Vista Print - Business Cards	
	001-000-214-521-20-42-03	PD - Postage	$28.75
		USPS- Postage	
Total Sloss, J 08/18/2023			**$66.78**
EFT Payment 8/21/2023 12:50:43			
PM - 1	**8/18/2023**	**2023 - August - August 2023 EFT Batch**	
Stavano, J 7166 08/18/2023			
	001-000-270-576-80-32-00	PRK - Fuel	$11.76
		76 Station - Fuel, Cenex Pumps Down	
	001-000-280-536-20-32-00	CEM - Fuel	$5.88
		76 Station - Fuel, Cenex Pumps Down	
	101-000-000-542-30-48-04	PW - Clearing- Shared Veh/Equip Maint	$20.00
		Bryant Tractor - Deposit for Mower Bags	
	101-000-000-542-30-49-05	PW - Clearing-Shared Training- Clearing Acct	$1,050.00
		Green River College - Training 5 Attendees	
	101-000-000-543-50-32-00	STRT - Fuel	$64.65
		76 Station - Fuel, Cenex Pumps Down	
	401-000-000-534-80-32-00	WTR - Fuel	$70.52
		76 Station - Fuel, Cenex Pumps Down	
	407-000-000-535-80-32-00	SWR - Fuel	$70.52
		76 Station - Fuel, Cenex Pumps Down	
	410-000-000-531-10-32-00	STRM - Fuel	$70.52
		76 Station - Fuel, Cenex Pumps Down	
Total Stavano, J 7166 08/18/2023			**$1,363.85**

Vendor Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
EFT Payment 8/21/2023 12:50:43 PM - 1	**8/18/2023**	**2023 - August - August 2023 EFT Batch**	
Williamson, A 7508 08/18/2023			
001-000-246-558-70-32-00		MDRT - Fuel	$100.00
		Chevron - Fuel	
Total Williamson, A 7508 08/18/2023			**$100.00**
Total EFT Payment 8/21/2023 12:50:43 PM - 1			**$6,776.42**
Total First Bankcard			**$6,776.42**
Grainger			
53456	**7/26/2023**	**2023 - August - 4th August 2023 Batch**	
9784610439			
CD- Bldg Maint Supplies			
001-000-254-518-21-48-00		MOD - Building Mtc.	$55.71
		Door Reinforcer	
Total 9784610439			**$55.71**
Total 53456			**$55.71**
Total Grainger			**$55.71**
Guardian Alliance Technologies, Inc.			
53457	**8/31/2023**	**2023 - August - 4th August 2023 Batch**	
20801			
August 2023 Service			
001-000-213-521-10-41-04		PD - Civil Service-Hiring Evaluations	$62.00
		Background Check	
Total 20801			**$62.00**
Total 53457			**$62.00**
Total Guardian Alliance Technologies, Inc.			**$62.00**
Gunderson Law Firm			
53458	**8/31/2023**	**2023 - August - 4th August 2023 Batch**	
1292 GLF			
August 2023 Service			
001-000-151-515-41-41-04		CRT - Legal - Pros Attorney	$3,400.00
Total 1292 GLF			**$3,400.00**
Total 53458			**$3,400.00**
Total Gunderson Law Firm			**$3,400.00**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
H.D. Fowler Company									
	53459			**8/25/2023**	**2023 - August - 4th August 2023 Batch**				
		C590544							
			PW - Supplies						
			401-000-000-534-80-31-01			WTR - Operating Supplies			($1,765.29)
							Returned Joint Gaskets		
		Total C590544							**($1,765.29)**
	53459			**8/21/2023**	**2023 - August - 4th August 2023 Batch**				
		I6490194							
			PW - Supplies						
			401-000-000-534-80-31-04			WTR - Meters & Related Costs			$559.63
							Meter Box Lids & Gaskets		
		Total I6490194							**$559.63**
	53459			**8/24/2023**	**2023 - August - 4th August 2023 Batch**				
		I6494856							
			PW - Supplies						
			401-000-000-534-80-31-01			WTR - Operating Supplies			$1,808.61
							Joint Gasket		
		Total I6494856							**$1,808.61**
	53459			**8/28/2023**	**2023 - August - 4th August 2023 Batch**				
		I6497129							
			PW - Supplies						
			401-000-000-534-80-48-02			WTR - System Rep & Mtc-Ext/Int			$350.39
							Repair Clamp		
		Total I6497129							**$350.39**
	Total 53459								**$953.34**
Total H.D. Fowler Company									**$953.34**
Home Depot Credit Service									
	53460			**8/28/2023**	**2023 - August - 4th August 2023 Batch**				
		2511760							
			CD - Supplies						
			001-000-254-518-21-48-00			MOD - Building Mtc.			$76.32
							CD - Door Handle		
		Total 2511760							**$76.32**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
	53460			8/24/2023	2023 - August - 4th August 2023 Batch		
		6512391					
			PW - Supplies				
			101-000-000-542-30-31-12		PW - Clearing Acct - Supplies		$38.03
					Water Bottles		
		Total 6512391					**$38.03**
	53460			8/24/2023	2023 - August - 4th August 2023 Batch		
		6512393					
			PRK - Supplies				
			001-000-270-576-80-31-03		PRK - Operating Supplies		$70.48
					PRK - Bouy Supplies		
		Total 6512393					**$70.48**
	53460			8/23/2023	2023 - August - 4th August 2023 Batch		
		7614906					
			PW - Supplies				
			101-000-000-542-30-31-12		PW - Clearing Acct - Supplies		$97.79
					Knee Pads, Ratchet		
		Total 7614906					**$97.79**
	53460			8/31/2023	2023 - August - 4th August 2023 Batch		
		9624927					
			PD - Supplies				
			001-000-212-521-50-48-02		PD - Bldg Repairs & Maintenance		$47.49
					Light Tubes		
		Total 9624927					**$47.49**
	Total 53460						**$330.11**
	53498			9/8/2023	2023 - September - 2nd September 2023 Batch		
		1514159					
			MDRT - Supplies				
			001-000-248-518-20-48-00		MDRT - Bldg / Gen Mtc Costs		$1.77
					Switchplate		
		Total 1514159					**$1.77**
	53498			9/7/2023	2023 - September - 2nd September 2023 Batch		
		2514038					
			PD - Building Supplies				
			001-000-212-521-50-48-02		PD - Bldg Repairs & Maintenance		$6.83
					Zep		
		Total 2514038					**$6.83**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	53498			**9/1/2023**	**2023 - September - 2nd September 2023 Batch**				
		8130126							
			CH - Supplies						
			001-000-254-518-20-49-01			CH - Janitorial, Bldg. Maint.			$47.58
							Plants for Planters		
		Total 8130126							**$47.58**
	53498			**9/1/2023**	**2023 - September - 2nd September 2023 Batch**				
		8625085							
			MDRT - Supplies						
			001-000-246-558-70-49-00			MDRT - Miscellaneous			$19.59
							Toggle Switches		
		Total 8625085							**$19.59**
	Total 53498								**$75.77**
Total Home Depot Credit Service									**$405.88**
HWA GeoSciences Inc.									
	53461			**7/28/2023**	**2023 - August - 4th August 2023 Batch**				
		34682							
			June 2023 Service						
			001-000-257-558-70-41-05			MDRT - Geotech			$150.00
							Late arriving Invoice		
		Total 34682							**$150.00**
	Total 53461								**$150.00**
Total HWA GeoSciences Inc.									**$150.00**
Intercom Language Services, Inc.									
	53462			**8/31/2023**	**2023 - August - 4th August 2023 Batch**				
		23-389							
			August 2023 Service						
			001-000-120-512-51-41-04			CRT - Interpreter			$55.65
		Total 23-389							**$55.65**
	Total 53462								**$55.65**
Total Intercom Language Services, Inc.									**$55.65**

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

Invoice Cloud

EFT Payment 8/8/2023 12:51:20 PM - 1 | **9/7/2023** | **2023 - August - August 2023 EFT Batch**

Invoice - 9/7/2023 10:13:17 AM

Fees for July 2023 Utility Billing

Account Number	Name / Title	Amount
001-000-210-521-10-49-04	PD - Bank Analysis Fees/Merch CC Fees PD Online Portal	$25.00
001-000-240-558-51-49-05	COM DEV - Bank Analysis Fees/Merch CC Fees CD Online Portal	$25.00
401-000-000-534-80-49-50	WTR - Bank Analysis Fees/Merch CC/ Lien Fees Water Online Portal & Misc	$198.49
407-000-000-535-80-49-50	SEW - Bank Analysis Fees/Merch CC/ Lien Fees Sewer Online Portal & Misc	$198.49
410-000-000-531-10-49-50	STRM - Bank Analysis Fees/Merch CC/ Lien Fees Storm Online Portal & Misc	$34.52

Total Invoice - 9/7/2023 10:13:17 AM **$481.50**

Total EFT Payment 8/8/2023 12:51:20 PM - 1 **$481.50**

Total Invoice Cloud **$481.50**

Johnsons Home & Garden

53463 | **8/23/2023** | **2023 - August - 4th August 2023 Batch**

474536

PW - Supplies

Account Number	Name / Title	Amount
101-000-000-542-30-31-12	PW - Clearing Acct - Supplies Nuts, Bolts. Screws	$8.04

Total 474536 **$8.04**

Total 53463 **$8.04**

Total Johnsons Home & Garden **$8.04**

Karen R Arris

53499 | **9/8/2023** | **2023 - September - 2nd September 2023 Batch**

09082023 KA

PD - Traffic School

Account Number	Name / Title	Amount
001-000-210-342-10-01-00	PD - Traffic School Fee Refund Overpayment	$1.46

Total 09082023 KA **$1.46**

Total 53499 **$1.46**

Total Karen R Arris **$1.46**

Vendor Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
King County Finance - Wastewater Treat Div.				
53464	**9/1/2023**	**2023 - August - 4th August 2023 Batch**		
30037480				
August 2023 Service				
407-000-000-535-80-41-04		SEW - Metro Sewer Charges		$121,103.64
Total 30037480				**$121,103.64**
Total 53464				**$121,103.64**
Total King County Finance - Wastewater Treat Div.				**$121,103.64**
King County Prosecuting Attorney				
53465	**9/1/2023**	**2023 - August - 4th August 2023 Batch**		
09012023 KCPA				
August 2023 Court Receipts				
633-000-100-589-30-00-00		CRT - Fees for King County Court Remittance		$225.05
Total 09012023 KCPA				**$225.05**
Total 53465				**$225.05**
Total King County Prosecuting Attorney				**$225.05**
King County Radio Comm Services				
53466	**8/30/2023**	**2023 - August - 4th August 2023 Batch**		
19966				
August 2023 Service				
001-000-214-521-20-41-03		PD - King County 800 Mhz Radio Costs		$1,578.87
Total 19966				**$1,578.87**
Total 53466				**$1,578.87**
Total King County Radio Comm Services				**$1,578.87**
Language Line Services, Inc.				
53467	**8/31/2023**	**2023 - August - 4th August 2023 Batch**		
11094514				
August 2023 Service				
001-000-210-521-10-41-09		PD - Interpreter		$157.88
Total 11094514				**$157.88**
Total 53467				**$157.88**
Total Language Line Services, Inc.				**$157.88**

Vendor / Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void Amount
Law Office of Krista White Swain			
53468	**9/5/2023**	**2023 - August - 4th August 2023 Batch**	
09052023 LOKWS			
	August 2023 Service		
	001-000-120-512-51-41-00	CRT - Judge	$4,200.00
	Regular Calendar		
Total 09052023 LOKWS			**$4,200.00**
Total 53468			**$4,200.00**
Total Law Office of Krista White Swain			**$4,200.00**
Long Bay Enterprises, Inc			
53469	**9/3/2023**	**2023 - August - 4th August 2023 Batch**	
2023-1111			
	August 2023 Service		
	310-000-002-594-18-62-10	CIP - Future Campus Planning	$2,187.50
Total 2023-1111			**$2,187.50**
Total 53469			**$2,187.50**
Total Long Bay Enterprises, Inc			**$2,187.50**
Madrona Law Group LLC			
53470	**8/31/2023**	**2023 - August - 4th August 2023 Batch**	
12153			
	August 2023 Service		
	310-000-037-594-76-64-00	Skate Park: Reconstruction	$576.00
	Skate Park		
	320-000-050-595-50-62-00	CIP - STRT - Covington Creek Bridge	$256.00
	Covington Crk Bridge		
	404-000-016-594-34-63-00	WTR - Loop - SR 169 - Const	$160.00
	SR 169		
Total 12153			**$992.00**
53470	**8/31/2023**	**2023 - August - 4th August 2023 Batch**	
12154			
	August 2023 Service		
	001-000-150-515-41-41-36	Legal - Code Enforcement	$576.00
	CD - Code Enforcement		
Total 12154			**$576.00**

Vendor Transaction Number	Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
53470	**12155**	**9/12/2023**	**2023 - August - 4th August 2023 Batch**	
		August 2023 Service		
		001-000-150-515-41-41-40	Legal Svs Development Permits CD - Permit Review	$9,408.00
	Total 12155			**$9,408.00**
53470	**12156**	**8/31/2023**	**2023 - August - 4th August 2023 Batch**	
		August 2023 Service		
		001-000-150-515-41-41-01	Legal Services-General Govt General City Billing	$2,606.40
		101-000-000-542-30-41-15	STRT - Legal Costs General City Billing	$579.20
		401-000-000-534-80-41-04	WTR - Legal Svcs General City Billing	$868.80
		407-000-000-535-80-41-09	SEW - Legal Costs General City Billing	$868.80
		410-000-000-531-10-41-01	STRM - Legal Costs General City Billing	$868.80
	Total 12156			**$5,792.00**
53470	**12157**	**8/31/2023**	**2023 - August - 4th August 2023 Batch**	
		August 2023 Service		
		001-000-150-515-41-41-02	Legal - Employment Employment	$243.00
	Total 12157			**$243.00**
53470	**12158**	**8/31/2023**	**2023 - August - 4th August 2023 Batch**	
		August 2023 Service		
		001-000-257-558-70-41-00	MDRT - Legal Services MDRT / OakPoint	$5,664.00
	Total 12158			**$5,664.00**
53470	**12159**	**8/31/2023**	**2023 - August - 4th August 2023 Batch**	
		August 2023 Service		
		001-000-150-515-41-41-17	Legal - Public Disc/Oth Public Records Requsts Advice	$347.00
	Total 12159			**$347.00**
Total 53470				**$23,022.00**

Vendor Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Total Madrona Law Group LLC			**$23,022.00**
Matzke Polygraph, LLC			
53471	**8/25/2023**	**2023 - August - 4th August 2023 Batch**	
82523			
August 2023 Service			
001-000-213-521-10-41-04		PD - Civil Service-Hiring Evaluations	$250.00
Total 82523			**$250.00**
Total 53471			**$250.00**
Total Matzke Polygraph, LLC			**$250.00**
McKay Garvin			
53472	**8/23/2023**	**2023 - August - 4th August 2023 Batch**	
08232023			
PD - Refund Traffic School			
001-000-210-342-10-01-00		PD - Traffic School Fee	$145.00
	Unable to attend		
Total 08232023			**$145.00**
Total 53472			**$145.00**
Total McKay Garvin			**$145.00**
Merchant Card Services / Vantive Holding, LLC			
EFT Payment 8/8/2023 12:51:55 PM - 1	**8/8/2023**	**2023 - August - August 2023 EFT Batch**	
08082023 MCS			
Pay Station Fees 07.2023			
001-000-270-576-80-49-01		PRK - Bank Analysis Fees / Merch CC Fees	$437.96
	Lake Sawyer Pay Station		
Total 08082023 MCS			**$437.96**
Total EFT Payment 8/8/2023 12:51:55 PM - 1			**$437.96**
Total Merchant Card Services / Vantive Holding, LLC			**$437.96**
Mountain View Fire & Rescue			
53473	**8/30/2023**	**2023 - August - 4th August 2023 Batch**	
23-024			
Fire - Bldg Maint			
001-000-530-522-10-48-00		FIRE - Repair & Mtc. of Bldg & Equip.	$1,125.59

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
					Roll Up Door Repair		
		Total 23-024					**$1,125.59**
	Total 53473						**$1,125.59**
Total Mountain View Fire & Rescue							**$1,125.59**
Nielsen Commercial							
	53500			**9/11/2023**	**2023 - September - 2nd September 2023 Batch**		
		09112023 NC					
			Utility Refund				
			401-000-000-369-91-03-00		WTR - Hydrant Meter Deposits		$1,000.00
					Refund Hydrant Meter Deposit		
		Total 09112023 NC					**$1,000.00**
	Total 53500						**$1,000.00**
Total Nielsen Commercial							**$1,000.00**
Office Products Nationwide							
	53474			**7/31/2023**	**2023 - August - 4th August 2023 Batch**		
		1218087-0					
			PD - Supplies				
			001-000-212-521-50-48-02		PD - Bldg Repairs & Maintenance		$206.29
					Trash Liners		
		Total 1218087-0					**$206.29**
	Total 53474						**$206.29**
	53501			**9/8/2023**	**2023 - September - 2nd September 2023 Batch**		
		1220855-0					
			PD - Supplies				
			001-000-210-521-10-31-00		PD - Operating Supplies		$236.35
					PD Office Supplies		
		Total 1220855-0					**$236.35**
	Total 53501						**$236.35**
Total Office Products Nationwide							**$442.64**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
Parametrix, Inc.							
	53475			**8/11/2023**	**2023 - August - 4th August 2023 Batch**		
		47568					
			July 2023 Service				
			401-000-400-534-80-41-10		PW - Reimburseable Permit Consultant Exp		$666.25
					Palmer Rezone		
		Total 47568					**$666.25**
	53475			**8/11/2023**	**2023 - August - 4th August 2023 Batch**		
		47569					
			July 2023 Service				
			410-000-000-531-10-41-13		STRM - Prof Service - Eng. Civil Review		$1,612.50
		Total 47569					**$1,612.50**
	53475			**8/11/2023**	**2023 - August - 4th August 2023 Batch**		
		47570					
			July 2023 Service				
			404-000-016-594-34-63-00		WTR - Loop - SR 169 - Const		$1,702.50
		Total 47570					**$1,702.50**
	53475			**8/11/2023**	**2023 - August - 4th August 2023 Batch**		
		47572					
			July 2023 Service				
			320-000-050-595-50-62-00		CIP - STRT - Covington Creek Bridge		$4,483.75
		Total 47572					**$4,483.75**
	53475			**8/24/2023**	**2023 - August - 4th August 2023 Batch**		
		47958					
			August 2023 Service				
			101-000-000-542-60-41-00		STRT - Professional Services		$993.00
		Total 47958					**$993.00**
	53475			**8/30/2023**	**2023 - August - 4th August 2023 Batch**		
		48100					
			August 2023 Service				
			310-000-025-334-04-21-00		Comp Plan Update-DOC-St Gr 14-63200-005		$620.00
		Total 48100					**$620.00**
	Total 53475						**$10,078.00**
Total Parametrix, Inc.							**$10,078.00**

Vendor Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Perteet Inc.			
53476	**9/8/2023**	**2023 - August - 4th August 2023 Batch**	
20170202.0015-6			
August 2023 Service			
001-000-257-558-70-41-04		MDRT - Environmental Consultant-Perteet	$2,757.50
Total 20170202.0015-6			**$2,757.50**
Total 53476			**$2,757.50**
Total Perteet Inc.			**$2,757.50**
Puget Sound Energy			
53477	**9/5/2023**	**2023 - August - 4th August 2023 Batch**	
08072023 PSE			
July 2023 Service			
001-000-212-521-50-47-00		PD - Electric/gas 200009377470: PD/CT Elec	$547.26
001-000-212-521-50-47-00		PD - Electric/gas 220013379882: Police Storage	$112.93
001-000-254-518-20-47-00		CH - Utilities 200008061844: City Hall Elec	$216.34
001-000-254-518-20-47-00		CH - Utilities 200008062016: City Hall Elec	$41.49
001-000-254-518-20-47-00		CH - Utilities 220029575798: CH - Front of Upper Floor	$175.08
001-000-254-518-20-47-00		CH - Utilities 220029758004: CH - Rear 1/2 Both Floors	$431.21
001-000-254-518-21-47-00		MOD - Utility Expense 220013379841: CD/PW Mod Bldgs Elec	$418.54
001-000-270-575-30-47-00		PRK - Museum Electric/Gas 220031492105: Old Fire Station 99	$66.13
001-000-270-575-30-47-00		PRK - Museum Electric/Gas 220013378793: Museum	$337.60
001-000-270-575-51-47-00		GYM - Electricity and Gas 220013379652: Gym	$379.77
001-000-270-576-80-47-00		PRK - Electric/Gas 220013379635: PW Shop-Parks 4%	$5.54
001-000-270-576-80-47-00		PRK - Electric/Gas 220013379221: Lake Sawyer Boat Launch	$12.83
001-000-280-536-20-47-00		CEM - Electric/Gas 220013379635: PW Shop-Cemetery 2%	$2.77
101-000-000-542-63-47-01		STRT - Street Lighting 220014704229: Intersection Light 219th & SE 296th St	$129.29

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
			101-000-000-542-63-47-01				STRT - Street Lighting		$69.01
					220013379817: Ped Lighting Roberts				
			101-000-000-542-63-47-01				STRT - Street Lighting		$14.78
					220013379601: Baker St Crosswalk				
			101-000-000-542-63-47-01				STRT - Street Lighting		$11.50
					220013379247: 216th Signal & Street Lights				
			101-000-000-542-63-47-01				STRT - Street Lighting		$36.59
					220013379197: Cov Sawyer & 216th				
			101-000-000-542-63-47-01				STRT - Street Lighting		$10.43
					220024466751: 24619 Morgan St				
			101-000-000-542-63-47-01				STRT - Street Lighting		$12.93
					220019188881: Intersection Light 24430 Morgan St				
			101-000-000-542-63-47-01				STRT - Street Lighting		$85.10
					220024468559: Roberts Dr & Bruckners Way				
			101-000-000-542-63-47-01				STRT - Street Lighting		$2,162.06
					220013397355: PSE Streetlights				
			101-000-000-543-50-47-00				PW - Electric/Gas		$30.47
					220013379635: PW Shop-Street 22%				
			401-000-000-534-80-47-00				WTR - Electric/Gas		($2,415.76)
					220013378835: Booster Station				
			401-000-000-534-80-47-00				WTR - Electric/Gas		$22.91
					220013378850: .5 Mil Gal Resv				
			401-000-000-534-80-47-00				WTR - Electric/Gas		$515.78
					220013378868: 4.3 Mil Gal Resv				
			401-000-000-534-80-47-00				WTR - Electric/Gas		$33.24
					220013379635: PW Shop-Water 24%				
			407-000-000-535-80-47-00				SEW - Electric/Gas		$34.86
					220013379643: Diamond Glen Sewer				
			407-000-000-535-80-47-00				SEW - Electric/Gas		$92.10
					220013378819: Morganville Lift Station				
			407-000-000-535-80-47-00				SEW - Electric/Gas		$33.24
					220013379635: PW Shop-Sewer 24%				
			407-000-000-535-80-47-00				SEW - Electric/Gas		$13.08
					220013379619: Sewer Pump				
			410-000-000-531-10-47-00				STRM - Electric/Gas		$33.24
					220013379635: PW Shop-Drainage 24%				
		Total 08072023 PSE							**$3,672.34**
	53477			**9/11/2023**	**2023 - August - 4th August 2023 Batch**				
		09072023 PSE							
			August 2023 Service						
			001-000-212-521-50-47-00				PD - Electric/gas		$104.71

Vendor Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
		220013379882: Police Storage	
001-000-212-521-50-47-00		PD - Electric/gas	$668.79
		200009377470: PD/CT Elec	
001-000-254-518-20-47-00		CH - Utilities	$222.58
		200008061844: City Hall Elec	
001-000-254-518-20-47-00		CH - Utilities	$181.44
		220029575798: CH - Front of Upper Floor	
001-000-254-518-20-47-00		CH - Utilities	$465.80
		220029758004: CH - Rear 1/2 Both Floors	
001-000-254-518-20-47-00		CH - Utilities	$41.49
		200008062016: City Hall Elec	
001-000-254-518-21-47-00		MOD - Utility Expense	$438.08
		220013379841: CD/PW Mod Bldgs Elec	
001-000-270-575-30-47-00		PRK - Museum Electric/Gas	$79.23
		220031492105: Old Fire Station 99	
001-000-270-575-30-47-00		PRK - Museum Electric/Gas	$317.36
		220013378793: Museum	
001-000-270-575-51-47-00		GYM - Electricity and Gas	$384.70
		220013379652: Gym	
001-000-270-576-80-47-00		PRK - Electric/Gas	$12.83
		220013379221: Lake Sawyer Boat Launch	
001-000-270-576-80-47-00		PRK - Electric/Gas	$5.75
		220013379635: PW Shop-Parks 4%	
001-000-280-536-20-47-00		CEM - Electric/Gas	$2.88
		220013379635: PW Shop-Cemetery 2%	
101-000-000-542-63-47-01		STRT - Street Lighting	$85.10
		220024468559: Roberts Dr & Bruckners Way	
101-000-000-542-63-47-01		STRT - Street Lighting	$78.38
		220013379817: Ped Lighting Roberts	
101-000-000-542-63-47-01		STRT - Street Lighting	$37.17
		220013379197: Cov Sawyer & 216th	
101-000-000-542-63-47-01		STRT - Street Lighting	$143.42
		220014704229: Intersection Light 219th & SE 296th St	
101-000-000-542-63-47-01		STRT - Street Lighting	$14.79
		220013379601: Baker St Crosswalk	
101-000-000-542-63-47-01		STRT - Street Lighting	$2,162.06
		220013397355: PSE Streetlights	
101-000-000-542-63-47-01		STRT - Street Lighting	$11.37
		220013379247: 216th Signal & Street Lights	
101-000-000-542-63-47-01		STRT - Street Lighting	$10.43
		220024466751: 24619 Morgan St	

Vendor Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
101-000-000-542-63-47-01		STRT - Street Lighting		$12.93
		220019188881: Intersection Light 24430 Morgan St		
101-000-000-543-50-47-00		PW - Electric/Gas		$31.63
		220013379635: PW Shop-Street 22%		
401-000-000-534-80-47-00		WTR - Electric/Gas		$497.29
		220013378868: 4.3 Mil Gal Resv		
401-000-000-534-80-47-00		WTR - Electric/Gas		$14,952.54
		220013378835: Booster Station		
401-000-000-534-80-47-00		WTR - Electric/Gas		$34.51
		220013379635: PW Shop-Water 24%		
401-000-000-534-80-47-00		WTR - Electric/Gas		$23.40
		220013378850: .5 Mil Gal Resv		
407-000-000-535-80-47-00		SEW - Electric/Gas		$34.51
		220013379635: PW Shop-Sewer 24%		
407-000-000-535-80-47-00		SEW - Electric/Gas		$86.91
		220013378819: Morganville Lift Station		
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		$33.87
		220013379643: Diamond Glen Sewer		
410-000-000-531-10-47-00		STRM - Electric/Gas		$34.50
		220013379635: PW Shop-Drainage 24%		
Total 09072023 PSE				**$21,223.40**
Total 53477				**$24,895.74**
Total Puget Sound Energy				**$24,895.74**

Quinn Thomas, LLC

Vendor Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
53478	**8/31/2023**	**2023 - August - 4th August 2023 Batch**		
5619				
August 2023 Service				
310-000-002-594-18-62-10		CIP - Future Campus Planning		$5,000.00
Total 5619				**$5,000.00**
Total 53478				**$5,000.00**
Total Quinn Thomas, LLC				**$5,000.00**

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

Regional Animal Services of King County

	53479	**8/18/2023**	**2023 - August - 4th August 2023 Batch**	
	248448			
		Pet License		
		633-000-600-589-30-00-00	Pet License Fees for King County	$15.00
	Total 248448			**$15.00**
	Total 53479			**$15.00**
Total Regional Animal Services of King County				**$15.00**

Republic Services #176

	53480	**8/31/2023**	**2023 - August - 4th August 2023 Batch**	
	0176-007150512			
		August 2023 Service		
		001-000-254-518-20-47-01 CH	CH -Waste Disposal	$355.27
		001-000-254-518-21-47-01 MOD	MOD - Waste Disposal	$118.42
	Total 0176-007150512			**$473.69**
	53480	**8/31/2023**	**2023 - August - 4th August 2023 Batch**	
	0176-007150744			
		August 2023 Service		
		001-000-270-576-80-47-04 PW-Parks	PRK - Garbage & Waste Disposal	$334.38
		001-000-280-536-20-47-04 PW-Cemetery	CEM - Waste Disposal	$26.75
		101-000-000-543-50-47-04 PW-Street	STRT - Waste Disposal	$214.00
		401-000-000-534-80-47-04 PW-Water	WTR - Waste Disposal	$254.12
		407-000-000-535-80-47-04 PW-Sewer	SEW - Waste Disposal	$254.12
		410-000-000-531-10-47-04 PW-Drainage	STRM - Waste Disposal	$254.13
	Total 0176-007150744			**$1,337.50**
	53480	**8/31/2023**	**2023 - August - 4th August 2023 Batch**	
	0176-007150870			
		August 2023 Service		
		001-000-212-521-50-47-04	PD - Waste Disposal	$500.70

Police & Court

Total 0176-007150870 **$500.70**

Total 53480 **$2,311.89**

Total Republic Services #176 **$2,311.89**

RH2 Engineering Inc.

53481	**8/18/2023**	**2023 - August - 4th August 2023 Batch**		
92210				
July 2023 Service				
	404-000-011-534-80-41-00		WTR - Comp Plan	$10,764.55
Total 92210				**$10,764.55**
53481	**8/18/2023**	**2023 - August - 4th August 2023 Batch**		
92219				
July 2023 Service				
	101-000-000-542-30-41-05		STRT - Professional Services	$608.08
	101-000-000-542-30-41-13		STRT - Prof Serv - Eng. Civil Review	$804.00
	401-000-000-534-80-41-10		WTR - Prof Serv- Civil Eng	$608.08
	401-000-000-534-80-41-13		WTR - Prof Service-GIS	$804.00
	407-000-000-535-80-41-01		SEW - Prof Srvs-GIS & other review	$608.08
	407-000-000-535-80-41-13		SEW - Prof Service - Eng. Civil Review	$804.00
	410-000-000-531-10-41-13		STRM - Prof Service - Eng. Civil Review	$608.08
	410-000-000-531-10-41-13		STRM - Prof Service - Eng. Civil Review	$804.01
Total 92219				**$5,648.33**
Total 53481				**$16,412.88**
Total RH2 Engineering Inc.				**$16,412.88**

Severson's Building Maintenance

53482	**8/31/2023**	**2023 - August - 4th August 2023 Batch**		
471423				
August 2023 Service				
	001-000-254-518-21-49-01		MOD - Janitorial Cost	$500.00
		Com Dev Janitorial Services		
Total 471423				**$500.00**
53482	**8/31/2023**	**2023 - August - 4th August 2023 Batch**		
471424				
August 2023 Service				
	101-000-000-542-30-48-03		PW - Clearing-shared Shop Cost	$250.00
		PW Shop Janitorial Services		
Total 471424				**$250.00**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	53482			**8/31/2023**	**2023 - August - 4th August 2023 Batch**				
		471425							
			August 2023 Service						
			001-000-212-521-50-41-03			PD - Custodial Cost			$625.00
							Police/Court Janitorial Services		
		Total 471425							**$625.00**
	53482			**8/31/2023**	**2023 - August - 4th August 2023 Batch**				
		471426							
			August 2023 Service						
			001-000-270-575-51-48-00			GYM - Facility Repair & Maintenance			$325.00
							Gym Janitorial Services		
		Total 471426							**$325.00**
	53482			**8/31/2023**	**2023 - August - 4th August 2023 Batch**				
		471427							
			August 2023 Service						
			001-000-254-518-20-49-01			CH - Janitorial, Bldg. Maint.			$1,375.00
							City Hall/Com Dev Janitorial Services		
		Total 471427							**$1,375.00**
	Total 53482								**$3,075.00**
Total Severson's Building Maintenance									**$3,075.00**
Signs By Tomorrow									
	53502			**9/7/2023**	**2023 - September - 2nd September 2023 Batch**				
		INV-41075							
			EM - Supplies						
			001-000-191-525-60-31-00			EM - Supplies			$38.54
							Emerg Opperations Ctr Sign		
		Total INV-41075							**$38.54**
	Total 53502								**$38.54**
Total Signs By Tomorrow									**$38.54**

Vendor / Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
Somer Johnson			
53483	**8/1/2023**	**2023 - August - 4th August 2023 Batch**	
102 SJ			
	August 2023 Service		
	001-000-121-512-51-41-00	CRT - Prof Svs - Therap. Grant	$2,500.00
Total 102 SJ			**$2,500.00**
Total 53483			**$2,500.00**
Total Somer Johnson			**$2,500.00**
Tacoma Public Utilities			
53484	**7/31/2023**	**2023 - August - 4th August 2023 Batch**	
07312023 TPU			
	July 2023 Service		
	401-000-000-534-80-41-05	WTR - Tacoma PUD Wholesale Base Charge Base Fee	$13,119.82
	401-000-000-534-80-47-05	WTR - Tacoma PUD I- Water Purchase Consumption	$25,931.31
Total 07312023 TPU			**$39,051.13**
53484	**8/31/2023**	**2023 - August - 4th August 2023 Batch**	
08312023 TPU			
	August 2023 Service		
	401-000-000-534-80-41-05	WTR - Tacoma PUD Wholesale Base Charge Base Fee	$13,119.82
	401-000-000-534-80-47-05	WTR - Tacoma PUD I- Water Purchase Consumption	$25,744.27
Total 08312023 TPU			**$38,864.09**
Total 53484			**$77,915.22**
Total Tacoma Public Utilities			**$77,915.22**
Thomson Reuters - West			
53485	**9/1/2023**	**2023 - August - 4th August 2023 Batch**	
848885113			
	August 2023 Service		
	001-000-210-521-10-41-07	PD - Prof Serv / Leads Online - Pawn Shop	$215.72
Total 848885113			**$215.72**
Total 53485			**$215.72**
Total Thomson Reuters - West			**$215.72**

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
U.S. Postal Service - Black Diamond PO Box Renewal				
	53486	**9/8/2023**	**2023 - August - 4th August 2023 Batch**	
	09082023 USPS			
	Rental Through 9/30/2024			
	001-000-180-518-50-45-01		CEN SVCS - Postage Meter Rental & Maint.	$398.00
	CH PO Box Rental			
	Total 09082023 USPS			**$398.00**
	Total 53486			**$398.00**
Total U.S. Postal Service - Black Diamond PO Box Renewal				**$398.00**
U.S. Postal Service (Black Diamond) Utility Postage Only				
	EFT Payment 8/1/2023 12:52:19 PM - 1	**8/1/2023**	**2023 - August - August 2023 EFT Batch**	
	Invoice - 9/7/2023 10:10:25 AM			
	Bulk Postage 07.2023 Utility Billing			
	401-000-000-534-80-42-01		WTR - Postage	$233.29
	407-000-000-535-80-42-01		SEW - Postage	$233.29
	410-000-000-531-10-42-01		STRM - Postage	$40.58
	Total Invoice - 9/7/2023 10:10:25 AM			**$507.16**
	Total EFT Payment 8/1/2023 12:52:19 PM - 1			**$507.16**
Total U.S. Postal Service (Black Diamond) Utility Postage Only				**$507.16**
Uline				
	53487	**8/29/2023**	**2023 - August - 4th August 2023 Batch**	
	167820367			
	PD Supplies			
	001-000-210-521-10-31-00		PD - Operating Supplies	$421.51
	Gloves			
	Total 167820367			**$421.51**
	Total 53487			**$421.51**
Total Uline				**$421.51**
United Business Machines of WA Inc				
	53488	**9/5/2023**	**2023 - August - 4th August 2023 Batch**	
	INV02103			
	August 2023 Service			
	001-000-120-512-51-49-02		CRT - Printing and Binding	$66.62

Vendor Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Monthly Per Copy Charge			
Total INV02103			**$66.62**
Total 53488			**$66.62**
Total United Business Machines of WA Inc			**$66.62**
US Bank Equipment Finance			
EFT Payment 8/10/2023 12:52:50 PM - 1	**8/10/2023**	**2023 - August - August 2023 EFT Batch**	
08102023 USB			
Copier Rental 7/10 - 8/10/2023			
001-000-180-518-50-45-03 CLRK		CEN SVCS - Copier Costs	$358.21
001-000-180-518-50-45-03 CH		CEN SVCS - Copier Costs	$421.98
001-000-210-521-10-45-03 PD		PD - Copier Costs	$317.40
001-000-240-558-51-45-03 CD		COM DEV - Copier Costs	$89.55
001-000-248-518-20-45-03 MDRT		MDRT - Copier Costs	$347.20
101-000-000-542-30-45-03 STRT		STRT - Copier Costs	$88.20
401-000-000-534-80-45-03 WTR		WTR - Copier Costs	$102.90
407-000-000-535-80-45-03 SWR		SEW - Copier Costs	$58.80
410-000-000-531-10-45-03 STRM		STM - Copier Costs	$44.09
Total 08102023 USB			**$1,828.33**
Total EFT Payment 8/10/2023 12:52:50 PM - 1			**$1,828.33**
Total US Bank Equipment Finance			**$1,828.33**

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
Utilities Underground Location Center				
53489	**8/31/2023**	**2023 - August - 4th August 2023 Batch**		
3080130				
August 2023 Service				
401-000-000-534-80-41-08		WTR - Locating Service		$68.37
		53 locates		
Total 3080130				**$68.37**
Total 53489				**$68.37**
Total Utilities Underground Location Center				**$68.37**
VenTek International				
53490	**9/1/2023**	**2023 - August - 4th August 2023 Batch**		
139885				
August 2023 Service				
001-000-270-576-80-41-02		PRK - Venvue Pay Station		$90.00
Total 139885				**$90.00**
Total 53490				**$90.00**
Total VenTek International				**$90.00**
Vision Municipal Solutions, LLC				
53491	**8/24/2023**	**2023 - August - 4th August 2023 Batch**		
09-13087				
Fin - Training				
001-000-140-514-23-49-01		FIN - Training and Workshops		$950.00
		Mason & O'Neill - Vision Con - Leavenworth, WA 10/03 - 10/06/2023		
Total 09-13087				**$950.00**
53491	**8/30/2023**	**2023 - August - 4th August 2023 Batch**		
09-13228				
Fin - Forms				
001-000-180-518-50-49-02		CEN SVCS - Printing Vouchers/Receipts		$833.70
		A/P Checks		
Total 09-13228				**$833.70**
53491	**8/20/2023**	**2023 - August - 4th August 2023 Batch**		
09-13232				
Fin - Forms				
001-000-180-518-50-49-02		CEN SVCS - Printing Vouchers/Receipts		$620.46

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
			Claim Vouchers		
	Total 09-13232				**$620.46**
	Total 53491				**$2,404.16**
Total Vision Municipal Solutions, LLC					**$2,404.16**
Washington State Department of Ecology					
	53492	**8/22/2023**	**2023 - August - 4th August 2023 Batch**		
	24-WAR045505-1				
	2024 Storm Permit				
	410-000-000-531-10-41-04		STRM - Dept of Ecology - Stormwater Permit		$5,249.00
	Total 24-WAR045505-1				**$5,249.00**
	Total 53492				**$5,249.00**
Total Washington State Department of Ecology					**$5,249.00**
Washington State Department of Revenue					
	EFT Payment 8/28/2023 12:53:22 PM - 1	**8/28/2023**	**2023 - August - August 2023 EFT Batch**		
	08282023 DOR				
	July 2023 Excise Tax				
	401-000-000-534-80-44-01		WTR - State of WA Utility Excise Tax		$365.46
			B&O Tax: Water		
	401-000-000-534-80-44-01		WTR - State of WA Utility Excise Tax		$8,295.47
			Utility Tax: Water		
	407-000-000-535-80-44-01		State of WA Excise Tax		$6,300.19
			Utility Tax: Sewer		
	407-000-000-535-80-44-01		State of WA Excise Tax		$429.29
			B&O Tax: Sewer		
	407-000-000-535-80-44-01		State of WA Excise Tax		($4,664.91)
			Utility Tax: Sewer(KC Credit)		
	410-000-000-531-10-44-01		STRM - State of Wa Excise Tax		$351.40
			B&O Tax: Storm		
	Total 08282023 DOR				**$11,076.90**
	Total EFT Payment 8/28/2023 12:53:22 PM - 1				**$11,076.90**
Total Washington State Department of Revenue					**$11,076.90**

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

Washington State Patrol

	53493			9/1/2023	2023 - August - 4th August 2023 Batch		
		2401098					
			August 2023 Service				
			633-000-500-589-30-00-00		PD - CPL Fees for WSP/FBI - Fingerprint		$79.50
					Fingerprints - CPL		
		Total 2401098					**$79.50**
	Total 53493						**$79.50**
Total Washington State Patrol							**$79.50**

Washington State Treasurer

	53494			9/1/2023	2023 - August - 4th August 2023 Batch		
		09012023 WST					
			August 2023 Court Receipts				
			633-000-200-589-30-00-00		CRT - Fees for WA State Treasurer		$19,125.17
					Court Remittance		
		Total 09012023 WST					**$19,125.17**
	Total 53494						**$19,125.17**
Total Washington State Treasurer							**$19,125.17**

Water Management Laboratories, Inc.

	53495			8/18/2023	2023 - August - 4th August 2023 Batch		
		214007					
			August 2023 Service				
			401-000-000-534-80-41-02		WTR - Testing and Sampling		$28.00
		Total 214007					**$28.00**
	53495			8/28/2023	2023 - August - 4th August 2023 Batch		
		214201					
			August 2023 Service				
			401-000-000-534-80-41-02		WTR - Testing and Sampling		$28.00
		Total 214201					**$28.00**
	53495			8/31/2023	2023 - August - 4th August 2023 Batch		
		214375					
			August 2023 Service				
			401-000-000-534-80-41-02		WTR - Testing and Sampling		$56.00
		Total 214375					**$56.00**
	Total 53495						**$112.00**
Total Water Management Laboratories, Inc.							**$112.00**

Vendor Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Williams Scotsman, Inc.			
53503	**9/1/2023**	**2023 - September - 2nd September 2023 Batch**	
9018737904			
Rent - September 2023			
001-000-254-518-21-45-01		MOD - Bldg Rental	$3,457.75
MDS-653523			
Total 9018737904			**$3,457.75**
Total 53503			**$3,457.75**
Total Williams Scotsman, Inc.			**$3,457.75**
Work-Sports & Outdoors			
53496	**9/5/2023**	**2023 - August - 4th August 2023 Batch**	
1-2275022			
PW - Uniforms			
101-000-000-542-30-31-04		PW - Uniforms & Safety Supplies	$442.74
Total 1-2275022			**$442.74**
53496	**9/5/2023**	**2023 - August - 4th August 2023 Batch**	
1-2275023			
PW - Uniforms			
101-000-000-542-30-31-04		PW - Uniforms & Safety Supplies	$234.95
Total 1-2275023			**$234.95**
Total 53496			**$677.69**
Total Work-Sports & Outdoors			**$677.69**

Vendor Count 67 **Grand Total $453,012.96**

City of Black Diamond
Payroll Register - August 2023

Number	Name	Fiscal Description	Amount
20332	BD Police Officers Association	2023 - August - Month End	$1,200.00
20333	City of Black Diamond Flex	2023 - August - Month End	$616.67
20334	HRA VEBA Trust	2023 - August - Month End	$225.00
20335	Joseph Kaufman	2023 - August - Month End	$147.40
20336	Minnesota Child Support Payment Ctr	2023 - August - Month End	$483.00
20337	Teamsters Local 117	2023 - August - Month End	$2,036.22
20338	Trusteed Plans Service CP LTD	2023 - August - Month End	$130.00
20339	Western States Police Medical	2023 - August - Month End	$450.00
August 2023 L&I	Dept of Labor and Industries	2023 - August - Month End	$8,084.90
August 2023 Aflac	Aflac	2023 - August - Month End	$220.87
August 2023 Draw	Payroll Vendor	2023 - August - Month End	$58,194.60
August 2023 DRS: DCP	DOR - Deferred Comp	2023 - August - Month End	$14,424.00
August 2023 DRS: Ret	Dept of Retirement Systems	2023 - August - Month End	$56,858.19
August 2023 ESD	Employment Security Dept	2023 - August - Month End	$808.01
August 2023 Fed Taxes	City of Black Diamond Taxes	2023 - August - Month End	$103,992.27
August 2023 Medical Ins	AWC Employee Benefit Trust	2023 - August - Month End	$75,882.45
August 2023 Month End	Payroll Vendor	2023 - August - Month End	$218,122.45
August 2023 P/O	Physical Check - Pay Out	2023 - August - Month End	$1,254.49
August 2023 PFML	PFML ESD	2023 - August - Month End	$3,240.04
August 2023 WA Cares	WA Cares ESD	2023 - August - Month End	$1,257.98
			$547,628.54

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

Finance Director Xavier Mason

Date 9/12/2023

BLACK DIAMOND CITY COUNCIL MINUTES
Council Special Meeting of September 7, 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 special meeting to order at 6:00 p.m.

ROLL CALL:

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

ABSENT: None

Staff present: Sofia Mabee, Labor Attorney; and Brenda L. Martinez, City Clerk/HR

CLOSED SESSION:

1) To Discuss Collective Bargaining Pursuant to RCW 42.30.140(4)

Council went into a closed session at 6:01 p.m. to discuss collective bargaining pursuant to RCW 42.30.140(4).

ADJOURNMENT:
Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Page. Motion **passed** with all voting in favor (7-0). The meeting ended at 6:56 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of September 7, 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: Xavier Mason, Finance Director; Mona Davis, Community Development Director; Commander Martinez; Brenda L. Martinez, City Clerk/HR Manager; Rob Reed, IS Manager; Jake Kapsandy, IT Staff.

READING OF GUIDING PRINCIPLES

AGENDA REVIEW AND APPROVAL:

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

PUBLIC COMMENTS: None

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Presentation – King County Solid Waste – Amy Ockerlander

Ms. Ockerlander shared with the Council a PowerPoint presentation on the Re+ program. She shared the mission and vision and explained that it is a call to action and discussed what that means.

CONSENT AGENDA:

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

1) **Claim Checks –** September 7, 2023, Check No. 53393 through Check No. 53340 (Voided Check No. 53392) in the amount of $343,708.21
2) **Minutes –** Council Meeting of August 17, 2023, and Special Council Meeting of

August 24, 2023

3) **AB23-041 –** Resolution Regarding Contract Amendment for Prosecutor

4) **AB23-042 –** Resolution Regarding Contract Amendment for Public Defender

5) **AB23-043 –** Resolution Regarding Contract Amendment for Municipal Court Judge

6) **AB23-044 –** Resolution Regarding Special Event Permit for Tough Mudder

7) **AB23-045 –** Approving Amendment to ILA with King County for CDBG Program

PUBLIC HEARINGS: None
UNFINISHED BUSINESS: None
NEW BUSINESS:

8) **AB23-046** – Resolution Regarding Contract for a Mental Health Therapist for Therapeutic Court

Municipal Court Judge Swain reported on this item.

Councilmember Page **moved** to adopt Resolution No. 23-1565 authorizing the Mayor to enter into a Professional Services Agreement with Khadija Ewalt as a Mental Health Therapist for Therapeutic Court; **second** Councilmember de Leon. Motion **passed** with all voting in favor (7-0).

9) **AB23-047** – Resolution Regarding Contract for Peer Counselor for Therapeutic Court

Municipal Court Judge Swain discussed this item with the Council.

Councilmember Mulvihill **moved** to adopt Resolution No. 23-1566 authorizing the Mayor to enter into a Professional Services Agreement with Jaydn Bond as a Peer Support Counselor for the Black Diamond Therapeutic Court; **second** Councilmember de Leon. Motion **passed** with all voting in favor (7-0).

10) **Discussion/Action** – Foregoing Council Report for 2023 to Allow Time for Council to Work on Possible Levy Lid Lift

Councilmember Page led the discussion on this agenda item. She summarized they would forego Council reports through the end of year, and one councilmember will report on their committee meetings and each councilmember will limit themselves to one question for the directors presenting. She explained the goal is to make this efficient and respectful for everyone and not go on and on for hours. There was council consensus.

Councilmember Page **moved** to modify the order of business to forego council reports through the end of 2023 and to provide dedicated time during each meeting for discussion of potential levy lid lift; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (7-0).

DEPARTMENT REPORTS:

Police – Commander Martinez updated Council on the Flock Camera system and how they are helping to find stolen cars in our community. He updated Council on the accident that happened recently and noted it being a tragedy. He also provided an update on staffing levels.

Fire – Chief Judkins noted sending a report today and having a good conversation at the public safety meeting regarding a partnership with Parker Bounds Johnson Foundation to provide Wilderness for Life program for youth. She also touched on the accident that took place and how all entities worked well together.

Public Works – Brock Deady commented on it being nice to have all the improvements at the Community Gym and renters are enjoying these improvements.

MAYOR'S REPORT:

Mayor Benson reported participating in the dedication of the Gomer Evans Jr. Memorial Park on Saturday. She attended the Flood Control meeting where they adopted the budget and CIP. She attended a meeting with the city of Enumclaw, and the Enumclaw School District on what's next for schools to make sure we are all on the same page whether a bond passes or not.

COUNCIL REPORTS:

Public Works Report – Councilmember Page noted talking about high level on budget, a conversation about a cross connection control ordinance and how that program would work, quick update on the Covington Creek project and funding, the three-way stop at Baker and Railroad is still in progress and they are still working out some issues. There will be an increase in the boat launch fee at the first of the year and talks about projects and improvements at the boat launch site.

Public Safety Report – Councilmember de Leon shared that items shared tonight covered the public safety content quite thoroughly and there were very heartfelt conversations about how we take care of staff and how staff take care of each other during tragedies.

Councilmember de Leon expressed how wonderful the dedication of the Gomer Evans Jr Park and Labor Days was. She also mentioned how she enjoyed the additional meeting on the levy lid lift, met with the Director of the Maple Valley Food Bank, and went on a ride along with the police department and getting to see a tour of the flock systems.

Councilmember Jones reported doing reconnaissance of skate parks and he visited one in Kent and Maple Valley. He shared taking note of maintenance issues and adjacent amenities the city might want to consider. He shared the best takeaway is that kids do help each other and are enjoying outdoor activities and socializing. He discussed concerns about the clumps on Lake Sawyer and how they are hard for boaters to see and noted that residents will be forming a letter to Council soon.

Councilmember Page would like to have the Re+ Pledge brought to the next meeting for Council to consider and sign off on. She thanked everyone for attending Labor Days and all the volunteers. She touched on the crisis care levy and having a letter of support from our surrounding communities to send to the King County Executive.

Councilmember Deady reported attending the Gomer Evans Memorial Jr. Park dedication. She congratulated Councilmember Page on chairing Labor Days. She touched on the Council action plan and is hoping to have this completed and in Councilmembers binders by the first of October. She attended the SCA Networking Dinner and shared the discussion on the FIFA World Cup coming to Seattle in 2026 and the impact, involvement, and excitement that each city can bring.

Councilmember Douglas had no report.

Councilmember Smith commented on the FIFA World Cup and celebrating Black Diamond heritage. He reminded everyone to hug their mom and friends. He touched on it's okay to ask for help when you don't feel okay.

Councilmember Mulvihill had no report.

Commander Martinez touched on the new police boat and noted it being amazing. He noted funding for the boat was from a grant from the state, insurance money and the city of Black Diamond.

ATTORNEY REPORT: None
PUBLIC COMMENTS: None
EXECUTIVE SESSION: None

ADJOURNMENT:

There was a **motion** and a **second** to adjourn the meeting. Motion **passed** with all voting in favor (7-0). The meeting ended at 9:14 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: September 21, 2023	AB23-048
Resolution authorizing Precision Concrete Cutting to perform sidewalk maintenance in the Diamond Glen neighborhood to remove trip hazards	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – Xavier Mason/May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): $3,750	Police – Chief Kiblinger	
Fund Source: Street Preservation	Public Works – Scott Hanis	X
Timeline: 2023	Court – Judge Swain/Tawnya Parks	

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

Attachments: Resolution; Precision Concrete Cutting bid

SUMMARY STATEMENT:
Public Works staff received a citizen request to look at a trip hazard on a portion of sidewalk in the Diamond Glen neighborhood. After verifying the hazard, staff solicited a quote from Precision Concrete Cutting. Precision Concrete Cutting looked at the hazard and also looked at all sidewalks within Diamond Glen, noting nineteen trip hazards on sidewalks in Diamond Glen. Precision Concrete Cutting provided a bid of $3,105.38 (pre-tax) to remove the trip hazards.

FISCAL NOTE (Finance Department): This work can be funded out of the General Street Improvement. A total of $3,750 is being requested to cover costs associated with Diamond Glen repairs and to potentially address a couple more potential trip hazard locations within the city.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee recommends bringing to the full Council on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve Resolution No. 23-1567 authorizing Precision Concrete Cutting to perform sidewalk maintenance in the Diamond Glen neighborhood to remove trip hazards.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
September 21, 2023		

RESOLUTION NO. 23-1567

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING PRECISION CONCRETE CUTTING TO PERFORM SIDEWALK MAINTENANCE IN THE DIAMOND GLEN NEIGHBORHOOD TO REMOVE TRIP HAZARDS

WHEREAS, City staff was alerted to a trip hazard within the Diamond Glen neighborhood; and

WHEREAS, City staff requested Precision Concrete Cutting to look at the hazard as well as analyze other potential hazards within Diamond Glen; and

WHEREAS, nineteen potential trip hazards were identified; and

WHEREAS, the City has budgeted funds for street preservation;

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

Section 1. The Mayor is hereby authorized to authorize Precision Concrete Cutting to perform sidewalk maintenance in the Diamond Glen neighborhood to remove trip hazards.

Section 2. Street Preservation funds in the amount of $3,750 are hereby set aside for the identified hazards within Diamond Glen as well as to address other potential hazards within the city.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF SEPTEMBER, 2023.

CITY OF BLACK DIAMOND:

____
Carol Benson, Mayor

Attest:

____
Brenda L. Martinez, City Clerk

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

BID
WA96716BC
August 29, 2023

City of Black Diamond
Scott Hanis
24301 Roberts Dr
Black Diamond, WA, 98010
360-851-4521
shanis@blackdiamondwa.gov

Hi Scott,

The following is an estimate for trip hazard removal work for Diamond Glen.

Subtotal Estimate Amount	**$3,105.38**

Cost Savings Analysis:

The average cost per square foot is $5.13. On average using Precision Concrete Cutting is approximately 75% less expensive then removal and replacement of the sidewalk.

Detail on work that would be completed:

No. of repairable trip hazards	**19**
Total lineal feet cut	**76**
Total inch feet cut	**44**
Subtotal estimate amount	**$3,105.38**

Please contact us with any questions. We appreciate the opportunity to provide an estimate for The City of Black Diamond.

Sincerely,

Brandy Clark
Precision Concrete Cutting
206-265-9363
Brandy@safesidewalks.com

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

August 29, 2023
Surveyed By: Brandy and Cassie
Bid #: WA96716BC

City of Black Diamond
Scott Hanis
24301 Roberts Dr
Black Diamond, WA, 98010
360-851-4521
shanis@blackdiamondwa.gov

Precision Concrete Cutting
3191 North Canyon Road
Provo, Utah 84604
(801) 224-0025 - phone
(801) 855-7150 - fax
Federal ID #: 04-3800739

City of Black Diamond Pilot Project

			Total Ln. Ft.		**Total In. Ft.**
			75.7		**44.36**
PRECISION CONCRETE CUTTING					
No.	**Size**	**Size**	**Lineal Feet**	**Location**	**Inch Feet**
1	1.125	0.625	4.0	In front of 25000 along franklin drive priority hazard	3.50
2	1.125	0.625	4.8	In front of 25000 along franklin drive priority hazard	4.16
3	1.125	0.625	5.0	In front of 25000 along franklin drive priority hazard	4.38
4	1.125	0.250	4.8	In front of 25000 along franklin drive priority hazard	3.27
5	0.500	0.250	4.0	In front of 25001 along summit drive	1.50
6	0.750	0.250	4.0	In front of 25001 along summit drive	2.00
7	0.500	0.250	4.0	In front of 25005 along summit drive L cut	1.50
8	0.875	0.000	3.7	In front of 25013 along summit drive	1.60
9	0.750	0.000	4.0	In front of 25013 along summit drive cross cut	1.50
10	0.750	0.125	4.0	Near neighborhood entrance In front of 25013 along summit drive	1.75
11	1.125	1.125	4.0	At entrance to diamond glen by children at play sign on summit Drive	4.50
12	1.750	0.000	4.0	X cut on summit Drive on side on house 30408	3.50
13	1.375	0.000	4.0	X cut on summit Drive on side on house 30408	2.75
14	0.500	0.000	3.0	on corner of summit Drive and Kummer Ave on side on house 30408	0.75
15	0.500	0.000	4.0	on corner of summit Drive and Kummer Ave on side on house 30408	1.00
16	0.875	0.250	4.0	In front of house 25006 on franklin Drive	2.25
17	0.625	0.375	4.0	On franklin Dr in front of house 25002	2.00
18	0.625	0.000	3.0	On Blane Ave on corner of house 30404 and house 30406	0.94
19	0.875	0.000	3.5	On Blane Ave in front of house 30406	1.53

		Totals:	75.7		44.36
				Subtotal:	$3,105.38

**All Bids and Proposals from Precision Concrete Cutting are valid for 90 days. After 90 days the scope or pricing may need to be adjusted, please contact your sales rep for a new bid with current pricing.*

*Bids are proprietary to Precision Concrete Cutting & should not be shared with other contractors without permission

***Precision Concrete Cutting will identify panels that need to be replaced but we do not do replacements**

Precision Concrete Cutting (PCC) repairs only those uneven sidewalks specifically requested by the client and therefore makes no guarantee that the property is free of uneven sidewalk hazards (trip hazards). After the project is completed, sidewalks will continue to shift due to tree roots, water, settling, and other natural and man-made causes outside of PCC's control. PCC is not liable for any related claims, losses, or damages related to future trip hazards or hazards that were not addressed by this project.

At the time of completion, PCC warranties that the trip hazard repairs are ADA Compliant, specifically with regard to the ADA Change in Level standard. Upon completion you agree to inspect the work, payment of your invoice is indication that you have inspected the property and the work has been done to your satisfaction.

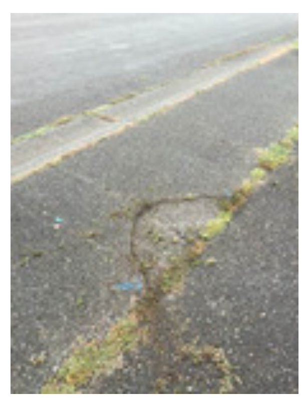
If any repair locations are inaccessible during our repair process, and an additional trip is needed, a $250 mobilization fee will be added to the invoice. Invoice is due upon receipt, if not paid in full within 30 days of the invoice date a 5% late fee will be assessed every 15 days until it is paid.

*If credit card payment is used, 3% service fee will apply.








Franklin Dr
Kummer Ave
Kummer Ave
Blaine Ave
Blaine Ave
Summit Dr
Summit Dr
Summit Dr
169
17
16
4
18
19
5
6
7
15
14
12
8
9
11

PRECISION CONCRETE CUTTING • AUTHORIZATION TO PROCEED

Billing Information:

Business/Client Name: ______________________________

Address: ______________________________

City__________ State: __________ Zip__________________

Phone #______ Email: ____

Bid #: ___ PO # (if applicable): ______________________________

Option Approved: _________ Amount: ______

Start Date: ___

Signature of Authorized Purchaser:

____ Date: ______________

Project Details:

____

____

____

____

____

____

Precision Concrete Cutting (PCC) repairs only those uneven sidewalks specifically requested by the client and therefore makes no guarantee that the property is free of uneven sidewalk hazards (trip hazards). After the project is completed, sidewalks will continue to shift due to tree roots, water, settling, and other natural and man-made causes outside of PCC's control. PCC is not liable for any related claims, losses, or damages related to future trip hazards or hazards that were not addressed by this project.

At the time of completion, PCC warranties that the trip hazard repairs are ADA Compliant, specifically with regard to the ADA Change in Level standard. Upon completion you agree to inspect the work, payment of your invoice is indication that you have inspected the property and the work has been done to your satisfaction.

If any repair locations are inaccessible during our repair process, and an additional trip is needed, a $250 mobilization fee will be added to the invoice. Invoice is due upon receipt, if not paid in full within 30 days of the invoice date a 5% late fee will be assessed every 15 days until it is paid.

*If credit card payment is used, 3% service fee will apply.

**All Bids and Proposals from Precision Concrete Cutting are valid for 90 days. After 90 days the scope or pricing may need to be adjusted. Please contact your sales rep for a new bid with current pricing.*

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT: **Resolution authorizing Lake Defense Force to remove dead aquatic weed mats from Lake Sawyer**	**Agenda Date: September 21, 2023**	**AB23-049**
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – Xavier Mason/May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): $14,000	Police – Chief Kiblinger	
Fund Source: Parks Professional Services	Public Works – Scott Hanis	X
Timeline: September/October 2023	Court – Judge Swain/Tawnya Parks	

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

Attachments: Resolution; Lake Defense Force Quote email

SUMMARY STATEMENT:

Following invasive plant spraying on Lake Sawyer, dead invasive plants began to mat together in different locations around the lake. These mats of dead plants have become hazardous to recreational users of the lake and give off a foul odor as they decompose. Decomposition in the lake could also lead to spikes of chemicals found in the plants and could deplete oxygen levels in the lake.

Lake Defense Force specializes in the removal of underwater weeds and other non-native, noxious plans. It is estimated that removal will take three days, however, Public Works staff recommends including an additional day in case more mats are discovered or extra work is needed.

FISCAL NOTE (Finance Department): This work can be funded out of the Parks fund.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee recommends bringing to the full Council on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve Resolution No. 23-1568 authorizing Lake Defense Force to remove dead aquatic weed mats from Lake Sawyer.**

RECORD OF COUNCIL ACTION

Meeting Date	***Action***	***Vote***
September 21, 2023		

RESOLUTION NO. 23-1568

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING LAKE DEFENSE FORCE TO REMOVE DEAD AQUATIC WEED MATS FROM LAKE SAWYER

WHEREAS, aquatic weed treatment was performed on Lake Sawyer to treat for invasive aquatic weeds and noxious plants; and

WHEREAS, aquatic plants are floating in large mats on Lake Sawyer causing potential hazards for recreational users of the lake; and

WHEREAS, removal of these large mats will protect the Lake Sawyer ecosystem; and

WHEREAS, the City has park funds available for professional services and parks maintenance;

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

Section 1. the Mayor is hereby authorized to authorize Lake Defense Force to remove dead aquatic weed mats from Lake Sawyer.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF SEPTEMBER, 2023.

CITY OF BLACK DIAMOND:

____
Carol Benson, Mayor

Attest:

____
Brenda L. Martinez, City Clerk

Scott Hanis

From: Jay ONeal <jay@lakedefenseforce.com>
Sent: Friday, September 1, 2023 1:56 PM
To: Scott Hanis
Subject: Re: Lake Sawyer Invasive Species

Scott -

We charge $3500 / day. With you disposing of the composted material we can also offer a 10% discount.

We could do next week, or the week of the 11th.

Thanks for the reminder! We were on it but it may have lapsed.

Jay

Jay O'Neal
Lake Defense Force
206-640-5584

On Fri, Sep 1, 2023 at 7:54 AM Scott Hanis <shanis@blackdiamondwa.gov> wrote:

> Hi Jay,
>
> We probably would only have about one or two days of work. It sounds like they're floating all over the place as a mat, so the roots might actually be detached. How much do you typically charge per day or per sq. ft.? How soon could you come out for removal?
>
> We'll probably need you to get on our small works roster as well. We use MRSC Rosters (mrscrosters.org) and many cities do. It's free to sign up.
>
> Thanks!
>
> Scott

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT: **Resolution accepting and awarding a construction contract to Tony Lind Paving for the Roberts Shoulder Improvements Project in the amount of $23,750.00.**	**Agenda Date: September 21, 2023**	**AB23-050**
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – Xavier Mason/May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): $23,750.00	Police – Chief Kiblinger	
Fund Source: Budgeted Street Maintenance	Public Works – Scott Hanis	X
Timeline: October 2023	Court – Judge Swain/Tawnya Parks	

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

Attachments: Resolution; Bid; Contract; Bid Tabulation

SUMMARY STATEMENT:

On September 9, 2023, 5 bids were received by public works for the construction of approximately 880 linear feet of 2-foot wide and 4-inch depth asphalt shoulder along a portion of Roberts Drive known to experience deep ruts which cause unsafe roadway conditions. The bids ranged from $23,750.00 to $45,284.35, with the city estimate at $19,150.00. The lowest bid of $23,750.00 was provided by Tony Lind Paving.

FISCAL NOTE (Finance Department): This expenditure will be covered by the 2023 General Street Improvement budget allocation.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee recommends bringing to full Council for consideration on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve Resolution No. 23-1569, accepting and awarding the bid on the Roberts Shoulder Improvements Project to Tony Lind Paving in the amount of $23,750.00.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
September 21, 2023		

RESOLUTION NO. 23-1569

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AWARDING THE LOW BID ON THE ROBERTS SHOULDER IMPROVEMENTS PROJECT TO TONY LIND PAVING.

WHEREAS, the City has planned and budgeted for general street improvements; and

WHEREAS, the City has received 5 bids on August 9, 2023; and

WHEREAS, Tony Lind Paving was the lowest responsive bidder and has met all conditions of providing a responsible bid; and

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

Section 1. The Mayor is hereby authorized to award the bid of the Roberts Shoulder Improvements Project to Tony Lind Paving in the amount of $23,750.00 for the construction of the Roberts Shoulder Improvements Project and authorize the Mayor to execute a contract for the same.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21st DAY OF SEPTEMBER, 2023.

CITY OF BLACK DIAMOND:

____
Carol Benson, Mayor

Attest:

____
Brenda L. Martinez, City Clerk

REQUEST FOR BIDS
ROBERTS SHOULDER IMPROVEMENTS PROJECT
CITY OF BLACK DIAMOND

The City of Black Diamond is seeking bids for the construction of asphalt shoulder along a section of Roberts Drive east of the King County Black Diamond Library. Work will include installation of approximately eight hundred and eighty linear feet of two foot wide, four-inch thick HMA shoulder to be extended to existing roadway. The City is requesting bids for each category of work as defined in the attached bid proposal form/scope of work that encompasses all time, material, and labor costs in order to complete the work.

The City will mark areas of Roberts Dr. where shoulder is to be installed in the field prior to bid closing and re-paint the limits after the project has been awarded.

Small Works Roster bids must be e-mailed to Ryan Sweet, Capital Project/Program Manager at, rsweet@blackdiamondwa.gov by **Tuesday, August 28, 2023, at 11:00 am**. E-mailed bids must be submitted in pdf form and contain a signature. The City will not accept late e-mail submittals or those delayed due to file sizes or incorrect e-mail addresses. An acknowledgment that the bid was received will be sent via e-mail.

Invitations to bid will be sent to all contractors registered on the City's Small Works Roster located at http://www.mrscrosters.org under the category of "Roadway Construction, Repair, and Maintenance" and sub-category of "Asphalt Pavement Roadways" at the time of advertisement. Bids will also be accepted from contractors registered on the Small Works Roster at the time of bid closing. Prevailing wages will be required for this work. Note, Rule 171 (WAC 458-20-171) and its related rules apply to this bid. Incorporate sales tax in your unit price bids and not as a separate line item. The City will look to award this contract on **Thursday, September 21, 2023, or the next council meeting.**

Bid guarantees will not be required for this bid. There will not be a public opening of bids.

BID FORM, SCOPE OF WORK, AND SPECIFICATIONS

The City of Black Diamond is hereafter referred to as "The City."

1. The undersigned hereby certifies that he/she has examined the locations of the of the work to be performed as outlined in the bid documents for the City of Black Diamond Springs Fence Repair Project and is familiar with the local conditions at the location of the work to be done, and has read and thoroughly understands the work that the City requires to be completed, the Contract governing the work and the method by which payment will be made for said work in accordance with the City Contract at the proposed bid prices contained herein.

2. The bid will be evaluated by the sum of the total of the bids for the 3 categories of work for the Springs Fence Repair Project. The city reserves the right to award the bid based on the cumulative amount for the project.

3. The undersigned has checked the amounts below and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

   In order for the City to consider a bid, all items on the bid must be filled in completely.

4. It is agreed that this bid may not be withdrawn within a period of sixty (60) days after the date set for the opening thereof.

5. In accordance with this bid and the City Contract, the undersigned further agrees to so plan the work and to prosecute it with such diligence that said work shall be commenced within ten (10) days after issuance of a notice to proceed.

6. Receipt of the following Addenda to the Plans and/or Specifications is hereto acknowledged:

Addendum No.	**Addendum Receipt Date**	**Signed Acknowledgement**
1.	N/A	
2.	N/A	

NOTE: Failure to acknowledge receipt of the Addenda may be considered as an irregularity in the Bid.

7. The undersigned hereby proposes to complete the attached scope of work and hourly rates at the following prices according to the City Contract, this Bid, and the Bid Solicitation:

Roberts Shoulder Improvements Project					
Rule 171 (WAC 458-20-171) applies to this project. Sales tax must be included in your unit prices					
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	QTY	TOTAL
1	Mobilization	LS	$ 2,500.00	1	$ 2,500.00
2	Project Temporary Traffic Control	LS	$ 3,500.00	1	$ 3,500.00
3	Crushed Surfacing Top Course for Shoulder Rock (As Needed)	TON	$ 25.00	20	$ 500.00
4	Crushed Surfacing Base Course (As Needed)	TON	$ 50.00	45	$ 2,250.00
5	HMA for Shoulder Cl. ½ In. PG 58H-22	TON	$ 300.00	50	$ 15,000.00
				TOTAL AMOUNT BID	$ 23,750.00

******For additive bid, only include the amount above the cost of installing the manual gate*

Pac West Paving, LLC dba Tony Lind Paving
Bidder

2023-08-29
Date

TONYLLP798LQ
Contractor's License No.

604 717 742
Contractor's Washington UBI No.

By [signature]
Authorized Official

Address:

2515 S HOOD ST
TACOMA, WA 98402
253-630-7612
PIERCE County

NOTES: 1. If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
2. If the bidder is a corporation, this bid must be executed by its duly authorized officials.

NON-COLLUSION DECLARATION

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

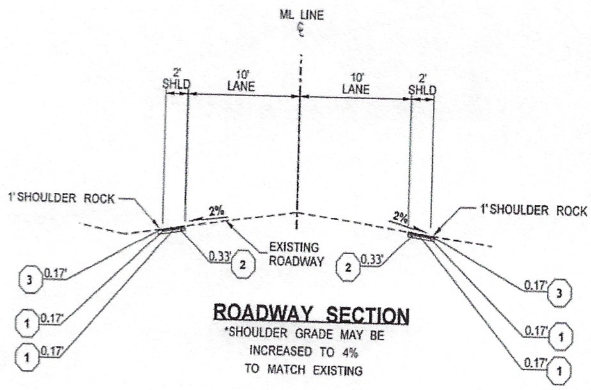
King County iMap

Date: 6/27/2023

Notes:

N

King County



ROADWAY SECTION

*SHOULDER GRADE MAY BE INCREASED TO 4% TO MATCH EXISTING

CONSTRUCTION NOTES:

1. HMA CL.1#2IN. PG 58H-22
2. CRUSHED SURFACING BASE COURSE
3. CRUSHED SURFACING TOP COURSE FOR SHOULDER ROCK

PROJECT GENERAL NOTES:

1. Unless specifically identified as a duty of the City or Project Representative, on the drawings or in the specifications, all work shown or described in the drawings shall be performed by the Contractor and the Contractor shall furnish all labor, materials, equipment, tools, consumables (including water and power) and incidentals needed to accomplish this work.
2. A pre-construction meeting with City staff and Contractor shall be conducted prior to site mobilization and start of construction.
3. A Spill Prevention, Control, and Countermeasure Plan (SPCC) shall be submitted prior to a Notice to Proceed being issued.
4. All construction shall be in accordance with:
    a. The project drawings and specifications, including any amendments.
    b. The City of Black Diamond Engineering Design and Construction Standards.
    c. The 2022 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, M41-10 (referred to in the project documents as the "Standard Specifications" or as "WSDOT Std. Specs").
5. In the event of conflicts with these standards, precedence shall be given in the order listed in Item 4 above.
6. Construction truck traffic shall be routed as per the City of Black Diamond Public works Department. Construction vehicle track-out of dust, dirt or mud may trigger violations of the Black Diamond Municipal Code, or other applicable regulations requiring fee, penalty, or street sweeping at the Contractor's expense.
7. Construction activities shall be limited to daytime hours (7:00 AM to 8:00 PM). There shall be no construction on Saturdays, Sundays, and City-observed holidays. Additionally, at such times when the weather conditions adversely impact the Project, the City shall have the authority to close construction activities on the site until conditions are favorable for this type of work.
8. Locations of existing water valves, gas valves, sewer manholes, and monument cases are not shown in the plans. It shall be the responsibility of the Contractor to verify the location of water valves, gas valves, sewer manholes, and monument cases within the project to protect them. Contractor shall protect existing survey monuments and shall perpetuate all monuments in accordance with State regulations; and shall develop and submit required reports, if necessary. Contractor shall protect existing survey markers and property markers. Contractor shall notify utilities for locates at least 72 hours prior to beginning construction.
9. A copy of the approved Plans and Specifications must be on-site whenever construction is in progress.
10. Once mobilized on site, Contractor shall proceed with the work in a manner that minimizes the duration of the Project and minimizes adverse impacts to property owners, businesses, and the general public.
11. Contractor is solely responsible for developing and submitting a Traffic Control Plan and furnishing traffic control devices and flaggers, including detour signs and information, if allowed by the City.

12. All traffic and pedestrian control and signage shall comply with the latest version of the Manual of Uniform Traffic Control Devices (MUTCD).
13. The Contractor shall restore the public Right-of-Way, including private improvements within the public Right-of-way, and restore private property, after construction, to a condition equal or better than the condition prior to entry or start of work.
14. Archaeology: In the event that archaeological or historic materials (including human remains) are discovered during project activities, work in the immediate vicinity shall stop, the area secured, and the City, State Department of Archaeology & Historic Preservation, and concerned tribes notified, and any related issues shall be resolved before construction work continues.
15. Limits of grinding and paving will be marked in the field by the City.
16. All existing utilities within the project limits (if any) shall be protected and adjusted to grade by the Contractor. Costs for protecting/adjusting existing utilities, monuments, and survey markers are incidental per Section 2-02.4 of the Special Provisions.

CITY OF BLACK DIAMOND

Department of Public Works
P.O. Box 599 – 24301 Roberts Drive
Black Diamond, Washington 98010

PUBLIC WORKS CONTRACT
SMALL WORKS

1. **Contract and Parties.** This Public Works Contract-Small Works ("Contract") is between the CITY OF BLACK DIAMOND, King County, Washington ("City"), a Washington municipal corporation and ________________________________ ("Contractor"), a corporation organized under the laws of the State of Washington, whose address is ______________________________. The City and Contractor are each a "Party" and together the "Parties" to the Contract. The Parties agree as follows.

2. **Project.** The Parties enter into this Contract for purposes of Contractor providing the City with equipment, materials and performing work for the City ("the Project"), generally described as:

   2023 Roberts Shoulder Improvements Project, including those additives, if any, specified in the bid award.

3. **Effective date.** This Contract becomes effective and binding upon the Parties, including each Party's heirs, successors, and assigns, immediately upon execution of this contract by both parties.

4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via facsimile or email. It is the responsibility of Contractor to notify the City in writing if any of the contact information appearing below should change. Any notices required shall be in writing and delivered to the following addresses. If notice by email, a hard copy shall be delivered or mailed the same date as email.

CITY:	CONTRACTOR:
CITY OF BLACK DIAMOND	Name: ___________________________
PO Box 599 – 24301 Roberts Drive	Address: __________________________
Black Diamond, Washington 98010	_________________________________
Contact: Ryan Sweet	Tax ID #:__________________________
Phone: (360) 469-9314	Contact: ___________________________
Fax: (360) 851-4501	Phone: (____)______________________
	Fax:(_____)________________________

5. **Notice to Proceed.** Contractor shall provide a performance bond, insurance certificates, a City business license and statement of intent to pay prevailing wage rates within 10 days of receiving a notice of award. The City expects to issue a notice of award on or about

September 21, 2023. Upon timely receipt of the bond, insurance certificate, business license and statement of intent to pay prevailing wage rates, the City will thereafter have ten (10) days to issue a notice to proceed. October 31, 2023 shall be the deadline for completion of all work in accordance with the terms and conditions of the Contract. The deadline for completion of work may be extended, if the notice to proceed is delayed. The contract will stay in full force and effect until all obligations of the contract are satisfied.

6. **Obligations of Contractor.** The following terms and conditions apply to this Contract:

A. *In general.*

(1) Responsible for all labor and work. Contractor shall be solely responsible for furnishing all labor and performance of all work necessary to complete the Project as required.

(2) Responsible for furnishing all materials and equipment. Contractor shall furnish all materials and equipment necessary to complete the Project, except for any materials expressly agreed in writing to be provided by the City.

(3) Documents incorporated by reference. All terms and specifications contained in any Request for Bids that was issued by the City as part of determining the awarding of this Contract are hereby incorporated by reference and must be complied with by Contractor, unless one or more of such terms and specifications are expressly amended or waived in writing by the City. The contract documents that the contractor shall comply with are: (1) this contract (2) the City's Construction Standards; (3) the most recent WSDOT Standard Specs for Road, Bridge and Municipal Construction; (4) Contractor's proposal; (5) the solicitation for bids including the roadway section design, the project and reconstruction limits

(4) Laws and regulations to be followed. Contractor, its employees, agents, and subcontractors, shall at all times fully comply with all applicable laws, regulations, and administrative rulings in performing work for the Project.

(5) Work Hours. Contractor shall not work on weekends. On Mondays through Thursdays, Contractor shall not start work before 7:00 AM, and shall not work after 6:00 PM. Contractor shall not start work before 7:00 AM on Fridays. Contractor must be off the street and shall not work after 3:30 PM on Fridays.

(6) Conditions of Work. By submitting a proposal in response to the City's solicitation for quotations, Contractor represents and warrants to the City that Contractor has fully informed itself of all conditions relating to the work involved for completing the Project. In prosecuting the work, Contractor shall employ such methods or means as will not interfere with or interrupt the work of the City or its agents, employees or contractors.

(7) Contractor's Responsibility. Contractor will prosecute the work in accordance with instructions, descriptions and/or plans and specifications provided by the City. Contractor shall carry on the work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work and/or materials before its final completion and acceptance, repair or replace forthwith the

work and/or materials so injured, damaged or destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at site and become responsible therefore as though such materials and/or equipment were being furnished by Contractor. Contractor shall procure all permits (unless permits are secured by the City) and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor shall be responsible for preparing working drawings and shall submit them to the City for approval prior to commencement of work. For purposes of this Contract, working drawings shall mean, shop drawings, shop plans, erection plans, false-work plans, framework plans, cofferdam, cribbing and shoring plans, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, which Contractor will rely on for purposes of conducting the work for the Project.

(8) Contractor Clean-Up. Prior to physical completion, all debris resulting from Contractor's work, delivery or installation of equipment shall be disposed of entirely by Contractor in an efficient and expeditious manner as required and directed by the City.

(9) Safety. Contractor and its subcontractors shall take all safety precautions and furnish and install all guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the work. Contractor agrees to furnish Material Safety Data Sheets (Form OSHA-20) applicable for hazardous or potentially hazardous products. Contractor agrees to comply with the conditions of the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued thereunder, and certify that all items furnished and purchased will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the City from damages assessed against the City because of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

B. *Work Performance.*

(1) Prevailing wages. Contractor shall pay prevailing wages, as that term is defined under the laws of the State of Washington, for all work performed on this Project by Contractor and by Contractor's employees, agents and subcontractors. Contractor is fully responsible for prevailing wage compliance.
For reference only, and without relieving any Contractor responsibility, the City notes the State of Washington prevailing wage rates for public works projects located in King County may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the bid submittal deadline for this Project, the applicable effective date for prevailing wages for this Project is August 14, 2023. A copy of prevailing wage rates is also available for viewing at the office of the City (or via e-mail if City offices are closed), located at 24301 Roberts Drive, Black Diamond, WA 98010. Upon request, the City will mail a hard copy of the applicable prevailing wages for this Project if City offices are open, otherwise they will be provided via e-mail.

(2) Notice to City. Minimum 24-hours prior notice shall be given to the City's Department of Public Works prior to commencement of work under this Contract.

(3) Approved Plans & Specifications to be followed. All work is to be performed to the City's satisfaction and in compliance with the Contract Documents listed in section 6.A(3) above, unless such requirements or specifications are expressly amended in writing by the City.

(4) Schedule of Work to be followed. The project shall be completed by October 31, 2022. Contractor shall diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with any Schedule of Work agreed to by the Parties, and shall make all reasonable efforts to complete the work in a timely manner.

(5) Duty to Correct. Contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract. The Contractor shall bear the cost of correcting such rejected work. If the Contractor fails to correct nonconforming work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.

(6) Project Administration/Notice to Proceed. The Public Works Director, or his or her designee, shall administer this Contract and shall have all authority provided for the City under this Contract including all project approvals, including change orders. Contractor shall not commence work until Notice to Proceed has been given by the City. All work performed under this Contract will be monitored and inspected by the Public Works Director or his or her designee, and accepted by same.

C. *Non-Discrimination*.

(1) Contractor, Contractor's officers and employees, and its subcontractors and agents, shall not discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age, disability, or other condition prohibited by federal, state, or local law or ordinance, except where the condition constitutes a bona fide occupational qualification under law.

(2) Any violation of this Section shall be a material breach of this Contract and grounds for immediate cancellation, termination, or suspension of the Contract by the City, in whole or in part, and may result in Contractor being ineligible to perform further work for the City.

7. Compensation. Compensation shall be by Unit Price for each of the 5 categories of work as defined in the attached Bid Form/Scope of Work at the bid amounts.

Compensation for services requested by the City beyond the defined Scope of Work shall be by the unit prices according to the bid or by change order.

Rule 171 (WAC 458-20-171) and its related rules apply to this project. Contractor shall include sales tax in the unit prices bid.

8. Payment

A. Contractor shall request approval and acceptance of each category of work from the City. Contractor may not bill for the completed work until the City has accepted the completed work.

B. All invoices shall be submitted for work after it has been performed, and paid by City warrant within thirty (30) days of receipt of a proper invoice.

C. Failure to perform any of the obligations under the Contract by Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by the City that any work has been satisfactorily completed.

D. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

9. Performance Bond. Contractor shall provide a performance and payment bond to the City prior to commencement of work for 100% of the bid amount guaranteeing the full and faithful performance by Contractor of the terms and conditions of this Contract.

Initial: ________ (Contractor)

In lieu of a performance and payment bond, the Contractor may request, in writing, that the City retain an additional 10% of the contract amount, on top of required retainage in item 10 below, until 30 days after the date of final acceptance, or until the receipt of all necessary releases from the Department of Revenue, Department of Employment Security, and Department of Labor and Industries, whichever is later and as determined by Revised Code of Washington (RCW) 39.08.010(3).

A. If the project qualifies under RCW 39.08.010(3) and Contractor chooses to withhold extra retainage, the Contractor will still be required to provide a Maintenance Bond for a period of two years upon notification of physical completion from the Contracting Agency. The project will not be accepted until a Maintenance Bond is provided by the contractor.

10. Retainage. Pursuant to Chapter 60.28 RCW, a sum of five percent (5%) of the monies earned by Contractor will be retained from progress payments. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract. No final payment or release of any retainage will be made until Contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7 or other approved form) that has been certified by the industrial statistician of the Department of Labor and Industries. Also the retainage will not be released until the City has received certification that the Department of Revenue has received due payment of applicable taxes. Once the City has received certification from appropriate departments of the state of Washington, 45 days has passed from the date of acceptance of the Project and the City has not received any claims against the Project, then the City will release the retainage.

11. **Changes.** After execution of the Contract, changes in the Project may be accomplished by change order. The City, without invalidating the Contract, may order changes in the Project within the general scope of the Contract consisting of additions, deletions or other revisions, the contract sum and Contract completion date being adjusted accordingly. Change orders shall be in writing signed by the Parties.

12. **Termination of Contract.** This Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to Contractor. Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

13. **Responsibility Criteria and Verification by Contractor.** Pursuant to Chapter 39.04 RCW, the following requirements are part of this Contract:

A. *Responsibility Criteria.*

(1) <u>Eligibility to be awarded contract</u>. Contractor hereby certifies that Contractor meets the following responsibility criteria:

a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;

b. Contractor has a current state unified business identifier number;

c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and

d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

B. *Requirement to verify subcontractors*. Contractor verifies the responsibility criteria contained above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors and that each subcontractor verify the responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every subcontract of every tier.

14. Insurance.

A. All employees, subcontractors, agents to be covered. Contractor shall procure and maintain for the duration of the Contract, and shall provide proof satisfactory to the City, insurance that covers Contractor and each of Contractor's employees, subcontractors or agents (who are not otherwise covered by Contractor's insurance) against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its employees, subcontractors or agents.

B. Lack of insurance grounds for termination of contract. Failure of Contractor to maintain insurance as required herein shall be grounds for immediate termination of this Contract by the City.

C. Title 51 Industrial Insurance Waived. The Parties have specifically negotiated as a term of this Contract that Contractor has agreed to expressly waive immunity under Title 51 RCW, Industrial Insurance Law.

D. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below and maintain such insurance for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees as follows

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

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

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

4. Builders Risk [when applicable] insurance covering interests of the City, Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire, flood, earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of $5,000 for each occurrence, which will be the responsibility of Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

E. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate and a $2,000,000 products-completed operations aggregate limit.

3. Builders Risk insurance shall be written in the amount of the completed value of the Project with no coinsurance provisions.

4. Employer's liability insurance each accident $1,000,000; Employer's Liability Disease each employee $1,000,000; and Employer's Liability Disease – policy limit $1,000,000.

E. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, Employer's Liability and Builders Risk insurance:

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

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

3. Contractor, at the City's request, shall provide to the City a complete copy of requested policy(ies) and not just certificates.

4. The City will not waive its right to subrogation against the Contractor. The Contractor's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation.

The Contractor's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

F. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of all amendatory endorsements, naming the City as additional named insured, including but not necessarily limited to the additional insured endorsements evidencing the Automobile Liability and Commercial General Liability insurance of Contractor before commencement of the work. Before any exposure to loss may occur, Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

G. Subcontractors. Contractor shall ensure that each subcontractor of every tier obtains at a minimum the same insurance coverage and limits as stated herein for Contractor (with the exception of Builders Risk insurance). Upon request of the City, Contractor shall provide evidence of such insurance.

H. Contractor's Other Losses. Whether insured or not, Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, vehicles, equipment or other personal property; and Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by Contractor, or Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

15. Claims for damages.

A. Excluded situations. The City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, including public and private utilities; or reasonably foreseeable delays.

B. Liability limited to direct costs. Contractor agrees that the City's liability to Contractor for payment of claims or damages of any kind whatsoever related to this Contract shall be limited to direct costs as provided under the force account provisions of applicable standard specifications. Contractor expressly waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that are not specific as to the actual, direct costs of contract work as defined in the force account provisions of applicable standard specifications.

C. "Damages" defined. For purposes of applying RCW 4.24.115 to this Contract, Contractor and the City agree that the term "damages" applies only to a finding in a judicial proceeding and is exclusive of third party claims for damage primarily thereto.

D. Indemnification. The following provision shall control over any other indemnification provision in the Contract Documents. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this

Agreement, except for injuries or damages caused by the sole negligence of the City.

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

It is further agreed that claims for damages against the City for which Contractor's insurance carrier does not accept defense of the City may be tendered by the City to Contractor, who shall then accept and settle with the claimant or defend the claim. The City retains the right to approve claims investigation and counsel assigned to said claims, and all investigation of legal work product regarding said claims shall be performed under a fiduciary relationship to the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

16. Assigning or Subcontracting. Contractor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Contract without the express prior written consent of the City.

17. Independent Contractor. Contractor is and shall be at all times during the term of this Contract an independent contractor.

18. Disputes. Any action for claims arising out of or relating to this Contract shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court.

19. Attorneys Fees. In any suit or action instituted to enforce any right granted in this Contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys fees from the other party.

20. Extent of Contract/Modification. This Contract, together with attachments or addenda, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only by written instrument properly signed by both parties. Should any language in any of the Exhibits or Contract Documents conflict with language contained in this Contract, the provisions of this Contract shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BY ITS SIGNATURE BELOW, EACH PARTY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS CONTRACT AND AGREES TO BE BOUND BY THEM.

CITY OF BLACK DIAMOND	**CONTRACTOR**
By: ______________________________	By: ______________________________
Print name: ______________________	Print name: ________________________
Title: ____________________________	Title: _______________________________
Date: ____________________	Date: ____________________

APPROVED AS TO FORM:

____
Office of the City Attorney

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ____________________________________ *(Corporate Officer (Not Contract Signer))* certify that I am the ____ *(Corporate Title)* of the corporation named as Contractor in the Contract attached hereto; that _______________________________, *(Contract Signer)* who signed said Contract on behalf of Contractor, was then _________________________ *(Corporate Title)* of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

____
Corp. officer signature (not contract signer)

____
Printed

____
Title

State of _______________________

County of _________________________

_____________________________________, *(corporate officer (not contract signer))* being duly sworn, deposes and says that he/she is _____________________________ *(Corporate Title)* of ______________________________ *(Name of Corporation)*

Subscribed and sworn to before me this _______ day of _____________, 20______

____
Notary Public (Signature)

____
Notary Public (Print)
My commission expires____________

DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

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

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

________(1) Retained in a fund by the City.

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

________(3) Placed in escrow with a bank or trust company by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and Contractor jointly. Such check shall be converted into bonds and securities chosen by Contractor and approved by the City and the bonds and securities held in escrow. Contractor in choosing option (2) or (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

______________________________ ________________

Contractor Signature *Date*

CITY OF BLACK DIAMOND
PERFORMANCE BOND

Surety Bond #: ______________________________
DATE POSTED: ______________________________
PROJECT COMPLETION DATE: __________________

RE: Subdivision/Plat/Name: ______________________________________
Owner/Developer/Contractor: ____
Project Address: ____

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

WHEREAS, the above named Principal has entered into a certain agreement with the City, or has been granted approval by the City, for ______________________________, within the City;

WHEREAS, the agreement or the approval granted by the City requires that certain improvements be made in connection with construction of the project; and that such improvements be constructed in full compliance with City standards, and the plans and specifications submitted with the project, as required by the City; and

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

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

A. Conditions.

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

____
____
____
____

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

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

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

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

B. Default.

1. If the Principal defaults and does not perform the above conditions within the time specified, then the Surety shall, within twenty (20) days of demand of the City, make a written commitment to the City that it will either:

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

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

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

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

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

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

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

F. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and a bond guaranteeing maintenance of all improvements for a period of twenty-four (24) months from acceptance has been submitted to the City in an amount to be determined by the City Engineer, in a form suitable to the City and until released in writing by the City.

DATED this ______ day of ____________________, 20___.

SURETY COMPANY **(Signature must be notarized)**	DEVELOPER/OWNER **(Signature must be notarized)**
By: ______________________ Its ______________________	By ______________________ Its ______________________
Print Name: ______________________	Print Name: ______________________
Business Name: ______________________	Business Name: ______________________
Business Address: ______________________	Business Address: ______________________
City/State/Zip Code: ______________________	City/State/Zip Code: ______________________
Telephone Number: ______________________	Telephone Number: ______________________

CITY OF BLACK DIAMOND

By: ______________________________ Date: ______________________

Its: ____________________________

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

APPROVED AS TO FORM:

____
Office of the City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

____ Individual (Form P-1)
____ Corporation (Form P-2)

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

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: _________________________

____

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

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

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: ______________________________

____

____

(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at: _________________________________

My Commission expires: _____________

(For Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated:_____________________________

____

____

(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at: _________________________________

My Commission expires: ______________

CITY OF BLACK DIAMOND
MAINTENANCE BOND

Surety Bond #: ________________________________
Date Posted: ________________________________
Expiration Date: ________________________________

RE: Project Name: ____
Owner/Developer/Contractor: ____
Project Address: ____

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

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

WHEREAS, in accordance with BMC______, as a condition of approval, or as a condition of a contract with the City, the Principal is required to post a bond for the 24 months following project completion in order to ensure that the project does not contain defects that require repair and to cover the cost of repair during that 24-month period; and

WHEREAS, in order to provide security for the obligation of the Principal to repair and/or replace said improvements against defects in workmanship, materials or installation for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City;

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

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

____
____
____

B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

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

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty-four (24) months from the date of acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:

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

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

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

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

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

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

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

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

DATED this ____ day of ______________________, 20___.

SURETY COMPANY	OWNER
(Signature must be notarized)	**(Signature must be notarized)**
By: ______________________________	By ______________________________
Its ______________________________	Its ______________________________
Business Name: ______________________	Business Name: ______________________
Business Address: ____________________	Business Address: ____________________
City/State/Zip Code: __________________	City/State/Zip Code: __________________
Telephone Number: ___________________	Telephone Number: ___________________

CITY OF BLACK DIAMOND

By: ________________________________ Date: ________________________

Mayor

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

APPROVED AS TO FORM:

____
Office of the City Attorney

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

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

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated:

____

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

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

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

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

Dated: ______________________________

____

____
(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _________________________________
My Commission expires: _____________

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

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

Dated: _____________________________

____

____
(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _________________________________
My Commission expires: ______________

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

Project: 2023 Roberts Shoulder Improvements Project
Bid Opening: August 17, 2023
Bid Closed: August 29, 2023

		Bidder & Address		Tony Lind-Pac West 2515 S Hood St Tacoma, WA 98402		Lakeside Industries Inc. 28610 MVBD Rd. SE #140 Maple Valley, WA 98038		Lakeridge Paving Co. LLC PO. BOX 8500 Covington, WA 98042		Puget Paving & Construction 10910 26th Ave S Lakewood, WA 98499		Wolfskill Construction LLC. 26781 SE Ravensdale Pl. Ravensdale, WA 98051		*City Estimate*	
Item	**Item Description**	**Unit**	**Qty.**	**Unit Bid**	**Amount**	**Unit Bid**	**Amount**	**Unit Bid**	**Amount**	**Unit Bid**	**Amount**	**Unit Bid**	**Amount**	***Unit Bid***	***Amount***
1	Mobilization	LS	1	$2,500.00	$2,500.00	$3,500.00	$3,500.00	$10,000.00	$10,000.00	$12,000.00	$12,000.00	$815.25	$815.25	*$2,600.00*	*$2,600.00*
2	Project Temporary Traffic Control	LS	1	$3,500.00	$3,500.00	$7,000.00	$7,000.00	$3,500.00	$3,500.00	$12,500.00	$12,500.00	$2,717.50	$2,717.50	*$2,800.00*	*$2,800.00*
3	Crushed Surfacing Top Course for Shoulder Rock (As Needed)	TON	20	$25.00	$500.00	$80.00	$1,600.00	$100.00	$2,000.00	$45.00	$900.00	$271.75	$5,435.00	*$100.00*	*$2,000.00*
4	Crushed Surface Base Course (As Needed)	TON	45	$50.00	$2,250.00	$60.00	$2,700.00	$70.00	$3,150.00	$45.00	$2,025.00	$177.78	$8,000.10	*$100.00*	*$4,500.00*
5	HMA for Shoulder Cl. ½ In. PG 58H-22	TON	50	$300.00	$15,000.00	$300.00	$15,000.00	$250.00	$12,500.00	$150.00	$7,500.00	$566.33	$28,316.50	*$145.00*	*$7,250.00*
	TOTAL				**$23,750.00**		**$29,800.00**		**$31,150.00**		**$34,925.00**		**$45,284.35**		***$19,150.00***

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:	**Agenda Date: September 21, 2023**	**AB23-051**
Re+ Pledge regarding King County's Re+ Program	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – Xavier Mason/May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note):	Police – Chief Kiblinger	
Fund Source:	Public Works – Scott Hanis	
Timeline:	Court – Judge Swain/Tawnya Parks	
	Councilmember Page	X

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

Attachments: Re+ Pledge

SUMMARY STATEMENT:

At the September 7th Council meeting Councilmembers requested this be put on the next meeting agenda discussion and possible action.

FISCAL NOTE (Finance Department): N/A

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION authorizing the Mayor to execute the Re+ Pledge acknowledging the City's support of King County's Re+ Program.**

RECORD OF COUNCIL ACTION

Meeting Date	***Action***	***Vote***
September 21, 2023		

Re+ Pledge

Climate Change is an urgent challenge, with far-reaching current and future impacts to our environment, public health, and economy. King County's Re+ program aims to divert recoverable material from the landfill which will reduce greenhouse gas emissions and contribute to a circular economy. Based on the 2019 Waste Characterization study up to 70% of what ends up in our landfill could be composted, reused and recycled. Reclaiming these items and repurposing them through recycling or composting will help us reach King County's zero waste goals.

Implementing Re+ will ensure that we are keeping true to our commitments to reduce climate impacts, conserve resources, and create a healthier environment for our communities by keeping valuable materials out of the landfill and in use as long as possible.

Re+ is a roadmap for making that change.

Our approach aims to reinvent the current waste management system to be more resilient, equitable, and cost-effective through strategies necessary to meet our 2030 goal of zero food waste and zero waste of reusable resources.

Key actions include identifying new ways of processing organics and recycling, developing recycling markets for organics, paper and plastic, and a community panel to engage historically underrepresented and adversely impacted community members to help guide future outcomes. These new markets will create local jobs in the private sector, help build the green economy and ensure a just and equitable impact on the members of our community.

Re+ builds on the important work that many of our partners, including cities, the Port of Seattle, businesses, non-profits, community members, and the County are already doing to reduce contributions to climate change.

WHEREAS, climate change is an urgent challenge, with far-reaching current and future impacts to our environment, public health, and economy; and

WHEREAS, greenhouse gas (GHG) emissions generated globally from the production, transport, use, and disposal of goods, foods, and services consumed in King County are a major part of our communities' climate footprint and are more than locally generated GHG emissions; and

WHEREAS, King County and K4C partners are measuring, reporting, and developing new strategies to reduce consumption-related GHG emissions; and

WHEREAS, supporting the Re+ effort will help focus our joint effort and responsibility to make progress toward reducing local GHG emissions by increasing waste prevention and recycling, laying the foundation for developing a circular economy; and

WHEREAS, we recognize that the success of Re+ will require collaboration between King County, local jurisdictions, tribes, businesses, community-based organizations, and others; and

Mission

Reducing single use items
Reusing everything that can be
Recycling what's left
Renewing communities
Rethinking what's possible

Vision

Healthy, safe, and thriving communities in a waste-free King County

WHEREAS, the Re+ Program is consistent with, consolidates, and accelerates progress towards achieving the approved goals and strategies of the 2020 Strategic Climate Action Plan, the 2019 Comprehensive Solid Waste Management Plan, and the Joint Climate Action Commitment of the King County Cities Climate Collaborative (K4C) in relation to the County's zero-waste goals; and

WHEREAS, we will work with the County to identify ways to enhance our efforts to achieve the vision of Re+ with implementation support from the County including competitive grants, model language for countywide program and policy implementation, and technical support; and

WHEREAS, as a core component of this important work we must engage in ways that are fair, equitable and inclusive for those who are historically under-represented and have been disproportionately impacted by the status quo in our communities.

Now, therefore, we pledge our support for the shared vision that Re+ represents and look forward to collaborating to see this vision become reality.

Signed this ____________ day of _____________ , _______ by

____

Name, Title

on behalf of

____

Jurisdiction

Re+ ™

King County
Department of
Natural Resources and Parks
Solid Waste Division

Alternate Formats Available
206-477-4466 • TTY Relay 711

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:	**Agenda Date: September 21, 2023**	**AB23-052**
Discussion regarding forming the City's 2024 Legislative Agenda	Mayor Carol Benson	X
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – Xavier Mason/May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note):	Police – Chief Kiblinger	
Fund Source:	Public Works – Scott Hanis	
Timeline:	Court – Judge Swain/Tawnya Parks	

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

Attachments: 2023 Legislative Agenda

SUMMARY STATEMENT:

Each year Council adopts a legislative agenda for use during the AWC City Action Days held in February. In your packet you will find the adopted 2023 Legislative Agenda for your reference.

Mayor Benson is looking for guidance from Council to put forth for approval at an upcoming meeting the City's 2024 Legislative Agenda.

FISCAL NOTE (Finance Department): N/A

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **DISCUSSION ONLY.**

RECORD OF COUNCIL ACTION

Meeting Date	***Action***	***Vote***
September 21, 2023		

CITY OF **BLACK DIAMOND**

2023 Legislative Agenda

BLACK DIAMOND'S KEY PRIORITIES AT A GLANCE

TRANSPORTATION

- Hwy 18—The City is grateful for the state's investment of $640 million for widening and safety improvements along SR18. The City will be closely monitoring the development of the project and urges the Legislature to phase the funds in a manner that allows for the most expeditious delivery schedule. Ensuring this project gets funded expeditiously is going to take continued effort.
- SR 169—Segment-base widening of 169 and reduction of slide risk
  Long Term: Comprehensive widening of SR 169 and remediation of slide risk
- SR 516—Support of 516 project in Covington for east-west connectors. SR 516 carries regional traffic from Maple Valley, Black Diamond and Covington to Hwy 18

OTHER SUPPORT

- Support City of Covington Aquatic & Recreation Center
- Keep the Public Works Trust Fund fully funded
- Support Association of Washington Cities and Sound Cities Association Legislative Agendas
- Support Culturally Responsive Mental Health Funding for Schools and Community Centers
- HB 1310—Support follow-up legislation to address unintended consequences, ambiguities, and conflicting provisions of the new laws.

<u>Elected Officials</u>

Mayor Carol Benson

Councilmembers:

Tamie Deady
Therron Smith
Vacant
Leih Mulvihill
Kristiana de Leon
Bernie O'Donnell
Debbie Page

****

Phone: (360) 851-4500

24301 Roberts Drive

PO Box 599
Black Diamond, WA 98010

Brenda Martinez

From:	Carol Benson
Sent:	Thursday, September 14, 2023 9:33 AM
To:	Brenda Martinez
Subject:	FW: South end Mayor's meeting - Wednesday

Tuesday morning, at 8, I attended the SEAL TC Meeting where we discussed meeting in person and our next focus for our legislative session and agenda.

Tuesday, at 11:30, I attended the South End Mayor's Meeting at Lake Wilderness Lodge. The following email highlights the purpose of the meeting and some pictures, for my Mayor's report.

From: Sean Kelly <Sean.Kelly@maplevalleywa.gov>
Sent: Wednesday, September 13, 2023 6:26 AM
To: Jim Ferrell <jim.ferrell@cityoffederalway.com>; 1.5 South Caucus Mayors <scm@SoundCities.org>; 1.5 South Valley Caucus Mayors <svcm@SoundCities.org>; Tamie Bothell <tbothell@auburnwa.gov>; nbackus@auburnwa.gov; Allan Ekberg <allan.ekberg@tukwilawa.gov>; Matt Mahoney <mmahoney@desmoineswa.gov>; Jessica Griess <jessicag@algonawa.gov>; Troy Linnell <Troyl@algonawa.gov>; jwagner@covingtonwa.gov; Leanne Guier <lguier@ci.pacific.wa.us>; Kirstina Weaver <kirstina.weaver@maplevalleywa.gov>; APavone@rentonwa.gov; Dana Ralph <dralph@kentwa.gov>; Carol Benson <cbenson@blackdiamondwa.gov>; sue-ann.hohimer@normandyparkwa.gov; Sofia Argon <sofiaa@burienwa.gov>; jmolinaro@ci.enumclaw.wa.us; David Hoffman <David@SoundCities.org>
Cc: Huston, Jennifer <Jennifer.Huston@kingcounty.gov>; PatriciaTaraday <patricia@lighthouselawgroup.com>; Anderson, Jesse <jesse.anderson@kingcounty.gov>; jeffrey.flohr@kingcounty.gov; Laura Philpot <Laura.Philpot@maplevalleywa.gov>; Kirstina Weaver <kirstina.weaver@maplevalleywa.gov>; Sarah Brenden <Sarah.Brenden@maplevalleywa.gov>
Subject: South end Mayor's meeting - Wednesday

Good morning team leaders,

It was great to see everyone yesterday in-person.

Really appreciated the good conversation about the King County Sheriff's Office Air Support Unit. In a time when our first responders need tools, this is one of the best tools out there to keep us all safe.

Appreciate Undersheriff Jesse Anderson and Division Chief Jeff Flohr for joining us.

Looking forward to David compiling a letter from the mayors to support the KCSO Air Support Unit to our state legislators and federal delegation. - Thank you!

Contact Info:
Undersheriff Jesse Anderson
jesse.anderson@kingcounty.gov
206-255-4316

Chief Jeff Flohr
jeffrey.flohr@kingcounty.gov

206-423-4588

For those of you that could not attend yesterday (we missed you), I would highly recommend that you contact Chief Flohr and schedule a tour of the KCSO Air Support Unit at the Renton Airport.

Sidenote for everyone, if you're at the hanger and they get a police call, they will most likely take you with them, on a ride in the helicopter.

Maple Valley will be honored to host an in-person luncheon again next year.

Stay safe team!

Sean P. Kelly
Mayor

CITY OF MAPLE VALLEY

NOTICE OF PUBLIC DISCLOSURE: This email has been generated by a public employee and may be considered public record pursuant to the Public Records Act, RCW 42.56. Accordingly, this email, in whole or in part, may be subject to public disclosure.

From: Nathan Jones
To: Brenda Martinez
Cc: Debbie Page; Brad Douglass; Carol Benson
Subject: 9/12 Public Works Committee notes/report
Date: Thursday, September 14, 2023 3:38:36 PM

Hello, Brenda. PW Committee report for sharing in the Council meeting 9/21 in lieu of a Council report from me.

These are topics covered in 9/12 Public Works committee meeting.

1. **Roberts Drive Shoulder contract** rutting on both sides to be addressed with paving rather than gravel. The solution will solve the hazard of vehicles catching as they re-enter roadway and getting pulled into oncoming traffic. Cost: ca: $25K. Will go forward on consent agenda for 9/21 council meeting.

2. **Diamond Glen Sidewalks** – the city will address several areas with lifted or pitched, uneven sidewalk panels due to substrate sinking or vegetation root upheaval. A total of 18-20 areas will be addressed at an estimated cost of $3,750 and this will go forward on the consent agenda at the following city council meeting on 9/21.

3. **Lily "blobs" removal contract** – there are floating root ball and muddy debris "blobs" floating and massing in various areas around shores of Lake Sawyer since the spraying for invasive plants, including lilies and pose a threat to boaters, swimmers, and wildlife. The environment could be affected by decaying plant material, releasing hazardous phosphorus and other chemicals as part of the natural process which affects fish life. The city lacks equipment for completing this task and a local company is available and experts in this area. They will charge $3500 per day and the city is budgeting for 4 days of clean-up. This item will come to the council meeting on 9/21 for the consent agenda.

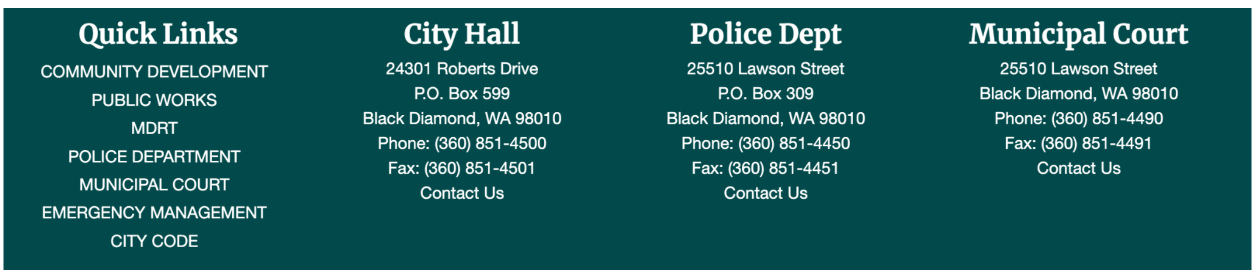
~ Nate Jones
Council Position 6

September 21, 2023 Council Report
Council Member Debbie Page Position #7 (submitted 9/14 to meet deadline)

Since the last council meeting I attended the Public Works Committee.

I also attended the Planning Commission Meeting and Public Hearing regarding the possible repeal of the marijuana retail prohibition in the City of Black Diamond and look forward to Director Davis bringing those to an upcoming council meeting.

In reviewing the website recently I noticed that in the footer (as shown below) that we do not have immediate access to fire information for our citizens. It is my opinion that we should make their information as readily available as what is listed below. I am clear that there are always formatting issues with template websites but would request this be explored to identify an easily accessible way for citizens to contact Mountain View Fire regarding questions they may have.



Reminder to citizens that Tough Mudder is this weekend on the 23rd and 24th.

From: Tamie Deady
To: Brenda Martinez
Subject: Council report
Date: Thursday, September 14, 2023 11:29:49 AM

Mayor Pro Temp Tamie Deady council report for 9/21/2023

Since the last council meeting, it has been fairly quiet.

On 9/13/2023, I had the honor of attending the Black Diamond Antiques and More 10 year anniversary!

10 years is a big accomplishment for a small business owner. If you get a chance, swing by and congratulate the owner, Brenda Evenson, and enjoy browsing, shopping, and going down memory lane.

The antique store is located in historic Black Diamond on Railroad Ave., next door to the museum.

9/23-9/24 Tough Mudder is back in Black Diamond at Palmer Coking Coal's property. This will be a busy weekend. If you are participating, have fun! I did this event several years ago and enjoyed the experience. My husband, Brock, will be participating for the third time on Saturday. "Go Mudders"!