



CITY OF BLACK DIAMOND
October 5, 2023 Regular Business Meeting Agenda
Council Chambers, 25510 Lawson St.
Black Diamond, WA 98010

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

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

Telephone dial in options: +1 253 215 8782 US (Tacoma) +1 206 337 9723 US (Seattle) Meeting ID: 445 447 7047
Password: 426953

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

READING OF GUIDING PRINCIPLES:

AGENDA REVIEW AND APPROVAL:

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

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

CONSENT AGENDA:

- 1) **Claim Checks** – October 5, 2023, Check No. 53504 through Check No. 53537 (Voids 53646, 53505) in the amount of \$98,495.67
- 2) **Minutes** – Work Session of September 14, 2023, and Council Meeting of September 21, 2023
- 3) **AB23-053** – Resolution Declaring Certain City Property as Surplus Mr. Hanis

PUBLIC HEARINGS:

UNFINISHED BUSINESS:

NEW BUSINESS:

- 4) **AB23-054** – Resolution Regarding Parametrix On-Call Contract for Support for WSDOT Fish Passages Mr. Hanis
- 5) **AB23-055** – Resolution Regarding Parametrix Contract Amendment for Covington Creek Bridge Project Mr. Hanis

DEPARTMENT REPORTS:

Police – Six-Year Staffing Report

MAYOR'S REPORT:

COUNCIL REPORTS:

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

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:



CERTIFICATION

Finance Committee Meeting
Council Date:

September 2, 2023
October 5, 2023

Check No.'s / EFT	Batch Name	Check / EFT Date		Amount
V53464	Early 5th August Void Batch	09/15/23	\$	-121,103.64
53504	Early 3rd September Batch	09/15/23	\$	121,103.64
49378	September Void Batch	12/04/20	\$	-10.32
53505		10/06/23	\$	10.32
53506 - 53536	3rd September Batch	10/06/23	\$	85,009.61
53537	1st October Batch	10/06/23	\$	13,486.06
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
		TOTAL	\$	98,495.67

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

Xavier Mason

Xavier Mason, Finance Director

DATE 09/26/2023

CAROL BENSON, MAYOR

DATE



Register

Fiscal: 2023

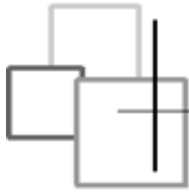
Deposit Period: 2023 - October, 2023 - September, 2023 - August

Check Period: 2023 - October - 1st October 2023 Batch, 2023 - September - September Void Batch, 2023 - September - 3rd September 2023

Batch, 2023 - September - Early 3rd September 2023, 2023 - August - Early 5th August Void Batch

Number	Name	Print Date	Clearing Date	Amount
Columbia Bank	390562401			
Check				
<u>53504</u>	King County Finance - Wastewater Treat Div.	9/15/2023		\$121,103.64
<u>53505</u>	Elaina Cote'	10/6/2023		\$10.32
<u>53506</u>	AHBL, Inc.	10/6/2023		\$26,488.50
<u>53507</u>	Amazon Capital Services, Inc.	10/6/2023		\$1,526.41
<u>53508</u>	Art Gamblin Motors	10/6/2023		\$91.29
<u>53509</u>	Black Diamond Auto Parts	10/6/2023		\$94.49
<u>53510</u>	Comcast	10/6/2023		\$24.51
<u>53511</u>	El Walu LLC (Elephant Car Wash)	10/6/2023		\$116.33
<u>53512</u>	Esri	10/6/2023		\$16,305.00
<u>53513</u>	Home Depot Credit Service	10/6/2023		\$196.34
<u>53514</u>	Honey Bucket/Northwest Cascade Inc.	10/6/2023		\$319.00
<u>53515</u>	Johnsons Home & Garden	10/6/2023		\$729.80
<u>53516</u>	Jose Luis Molnar	10/6/2023		\$135.72
<u>53517</u>	King County Finance - I-Net	10/6/2023		\$1,135.00
<u>53518</u>	King County Finance - Mental Health	10/6/2023		\$1,334.96
<u>53519</u>	L.N. Curtis & Sons	10/6/2023		\$16.52
<u>53520</u>	Matzke Polygraph, LLC	10/6/2023		\$250.00
<u>53521</u>	Mona Davis	10/6/2023		\$174.80
<u>53522</u>	Motorola Solutions Inc. - Chicago	10/6/2023		\$7,787.87
<u>53523</u>	Office Products Nationwide	10/6/2023		\$14.12
<u>53524</u>	Raedeke Associates Inc	10/6/2023		\$1,067.25
<u>53525</u>	RH2 Engineering Inc.	10/6/2023		\$12,588.95
<u>53526</u>	Scheibmeir, Kelly & Satterfield	10/6/2023		\$2,725.00
<u>53527</u>	Secure Pacific Corporation	10/6/2023		\$998.20
<u>53528</u>	Shea Homes	10/6/2023		\$147.50
<u>53529</u>	South Correctional Entity	10/6/2023		\$5,283.00
<u>53530</u>	State Auditor's Office	10/6/2023		\$1,152.90
<u>53531</u>	Summit Law Group, PLLC	10/6/2023		\$1,816.50
<u>53532</u>	Tawnya Parks	10/6/2023		\$35.09
<u>53533</u>	Valley Mobile Trailer Repair	10/6/2023		\$499.56
<u>53534</u>	Wa Association of Sheriffs & Police Chiefs	10/6/2023		\$75.00
<u>53535</u>	Washington State Department of Ecology	10/6/2023		\$1,280.00
<u>53536</u>	Washington State Patrol	10/6/2023		\$600.00
<u>53537</u>	Sorci Family LLC	10/6/2023		\$13,486.06

Number	Name	Print Date	Clearing Date	Amount
<u>V 53464</u>	King County Finance - Wastewater Treat	9/15/2023		(\$121,103.64)
	Div.			
<u>V49378</u>	Elaina Cote'	10/6/2023		(\$10.32)
		Total	Check	\$98,495.67
		Total	390562401	\$98,495.67
		Grand Total		\$98,495.67



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
AHBL, Inc.				
0	140736	8/31/2023	2023 - September - 3rd September2023 Batch	
	August 2023 Service			
	001-000-240-558-51-41-08		COM DEV - Prof Svs-Planning/Reg Review	\$11,160.00
	Total 140736			\$11,160.00
0	140905	8/31/2023	2023 - September - 3rd September2023 Batch	
	August 2023 Service			
	310-000-038-594-58-62-00		Comp PI Update-State DOE Grant	\$15,328.50
	Total 140905			\$15,328.50
Total 0				\$26,488.50
Total AHBL, Inc.				\$26,488.50
Amazon Capital Services, Inc.				
0	14Q6-1MMM-4DGR	9/10/2023	2023 - September - 3rd September2023 Batch	
	PW - Supplies			
	101-000-000-542-30-31-12		PW - Clearing Acct - Supplies	\$186.91
			Paper, Ink Cart, Photo Sleeved, ...	
	Total 14Q6-1MMM-4DGR			\$186.91
0	179Y-1JF3-3JD7	9/18/2023	2023 - September - 3rd September2023 Batch	
	PW - Supplies			
	101-000-000-542-30-31-10		STRT - Plotter Costs	\$397.18
			Print Head	
	Total 179Y-1JF3-3JD7			\$397.18
0	1911-K39C-KVDM	9/22/2023	2023 - September - 3rd September2023 Batch	
	PW - Supplies			
	101-000-000-542-30-31-12		PW - Clearing Acct - Supplies	\$176.80
			Flashlights, Soil Probe, Pipe Cutter	

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		101-000-000-542-30-48-04	PW - Clearing- Shared Veh/Equip Maint Replacement Ignition Coil	\$19.45
	Total 1911-K39C-KVDM			\$196.25
0		9/21/2023	2023 - September - 3rd September2023 Batch	
	1K4C-HTLH-JFT3			
	IT - Supplies			
	001-000-145-518-80-31-00		IT - Misc. Supplies & parts	\$202.60
	Cable			
	Total 1K4C-HTLH-JFT3			\$202.60
0		9/13/2023	2023 - September - 3rd September2023 Batch	
	1KG7-TKY1-1WHT			
	IT - Supplies			
	001-000-145-518-80-31-00		IT - Misc. Supplies & parts	\$103.18
	Cables			
	Total 1KG7-TKY1-1WHT			\$103.18
0		9/21/2023	2023 - September - 3rd September2023 Batch	
	1MHT-J949-DYWY			
	Crt - Supplies			
	001-000-120-512-51-31-00		CRT - Operating Supplies	\$46.87
	Pens, Accordian Files			
	Total 1MHT-J949-DYWY			\$46.87
0		9/25/2023	2023 - September - 3rd September2023 Batch	
	1MWM-JJT9-M1HT			
	IT - Supplies			
	001-000-145-518-80-31-00		IT - Misc. Supplies & parts	\$180.80
	Transceiver & Cables			
	Total 1MWM-JJT9-M1HT			\$180.80
0		9/14/2023	2023 - September - 3rd September2023 Batch	
	1VMP-V6G9-3YMC			
	CH - Supplies			
	001-000-180-518-50-31-00		CEN SVCS - Operating & Office Supplies	\$10.86
	Paper Holder			
	001-000-254-518-20-31-00		CH - Operating Supplies	\$48.91
	Trash Bags			
	001-000-254-518-21-31-00		MOD - Operating & Mtc. Supplies	\$16.30
	Trash Bags			
	Total 1VMP-V6G9-3YMC			\$76.07

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	0	9/12/2023	2023 - September - 3rd September2023 Batch	
	1X1R-1FDQ-7GLW			
	MDRT - Supplies			
	001-000-246-558-70-31-00		MDRT - Office Supplies	\$30.40
	Easel Stand			
	Total 1X1R-1FDQ-7GLW			\$30.40
	0	9/18/2023	2023 - September - 3rd September2023 Batch	
	1XHM-TLYC-NP47			
	PW - Supplies			
	401-000-000-534-80-31-01		WTR - Operating Supplies	\$106.15
	Chlorine Pillows			
	Total 1XHM-TLYC-NP47			\$106.15
	Total 0			\$1,526.41
Total Amazon Capital Services, Inc.				\$1,526.41
Art Gamblin Motors				
	0	9/19/2023	2023 - September - 3rd September2023 Batch	
	430151			
	MDRT - Veh Maint			
	001-000-246-558-70-48-00		MDRT - Vehicle Repair & Maintenance	\$91.29
	Oil Change			
	Total 430151			\$91.29
	Total 0			\$91.29
Total Art Gamblin Motors				\$91.29
Black Diamond Auto Parts				
	0	8/31/2023	2023 - September - 3rd September2023 Batch	
	469161			
	PW - Veh Maint Supplies			
	101-000-000-542-30-48-04		PW - Clearing- Shared Veh/Equip Maint	\$94.49
	Clamps			
	Total 469161			\$94.49
	Total 0			\$94.49
Total Black Diamond Auto Parts				\$94.49

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Comcast				
0	8498 34 014 0152887 09.2023	9/5/2023	2023 - September - 3rd September2023 Batch	
	August 2023 Service			
	001-000-214-521-20-42-00		PD - Telephone / DSL / Radios / Air Cards	\$12.30
			PD Cable 0152887	
	Total 8498 34 014 0152887 09.2023			\$12.30
0	8498 34 014 0155476 09.2023	9/3/2023	2023 - September - 3rd September2023 Batch	
	August 2023 Service			
	001-000-191-525-60-31-00		EM - Supplies	\$12.21
			EM Cable 0125628	
	Total 8498 34 014 0155476 09.2023			\$12.21
Total 0				\$24.51
Total Comcast				\$24.51
El Walu LLC (Elephant Car Wash)				
0	1623	8/31/2023	2023 - September - 3rd September2023 Batch	
	August 2023 Service			
	001-000-210-521-10-48-01		PD - Vehicle/Eq. Mtc. & Repair	\$72.81
			Lube Service	
	001-000-210-521-10-48-01		PD - Vehicle/Eq. Mtc. & Repair	\$43.52
			Car Washes	
	Total 1623			\$116.33
Total 0				\$116.33
Total El Walu LLC (Elephant Car Wash)				\$116.33
Elaina Cote'				
0	R 11.09.2020 EC	9/25/2023	2023 - September - September Void Batch	
	Reissue Employee Reimbursement			
	001-000-214-521-20-42-03		PD - Postage	\$10.32
			Reissue Stale Dated Check	
	Total R 11.09.2020 EC			\$10.32
Total 0				\$10.32

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	V49378	9/25/2023	2023 - September - September Void Batch	
	V 11.09.2020 EC			
	Void & Reissue Stale Dated Check			
	001-000-214-521-20-42-03		PD - Postage	(\$10.32)
	Void & Reissue Stale Dated Check			
	Total V 11.09.2020 EC			(\$10.32)
	Total V49378			(\$10.32)
Total Elaina Cote'				\$0.00
Esri				
	0	9/8/2023	2023 - September - 3rd September2023 Batch	
	94559129 CD			
	9/2023 - 9/2024 Service			
	001-000-240-558-60-49-05		PLN - Mapping Software Mtc.	\$8,152.50
	Total 94559129 CD			\$8,152.50
	0	9/8/2023	2023 - September - 3rd September2023 Batch	
	94559129 PW			
	9/2023 - 9/2024 Service			
	101-000-000-542-30-42-03		PW - GPS Subscription & Costs	\$2,038.12
	401-000-000-534-80-42-03		WTR - GPS Subscription & Costs	\$2,038.14
	407-000-000-535-80-42-03		SEW - GPS Subscription & Costs	\$2,038.12
	410-000-000-531-10-42-03		GPS Subscription & Costs	\$2,038.12
	Total 94559129 PW			\$8,152.50
	Total 0			\$16,305.00
Total Esri				\$16,305.00
Home Depot Credit Service				
	0	8/28/2023	2023 - September - 3rd September2023 Batch	
	2511761			
	EM Supplies			
	001-000-181-518-30-35-00		FAC - Mtc Small Tools & Equip	\$33.01
	Tie Down Straps			
	Total 2511761			\$33.01
	0	9/14/2023	2023 - September - 3rd September2023 Batch	
	5011843			
	PW - Supplies			
	101-000-000-542-30-31-12		PW - Clearing Acct - Supplies	\$147.50
	Trash Bags			
	Total 5011843			\$147.50

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	0	9/11/2023	2023 - September - 3rd September2023 Batch	
	8042203			
		Comm Event Suplies		
		001-000-270-575-50-31-00	Community Event Supplies	\$15.83
		Rope for hanging banners		
	Total 8042203			\$15.83
	Total 0			\$196.34
	Total Home Depot Credit Service			\$196.34
Honey Bucket/Northwest Cascade Inc.				
	0	9/12/2023	2023 - September - 3rd September2023 Batch	
	0553718332			
		September 2023 Service		
		001-000-270-576-80-31-00	PRK - Portable Restroom Facility	\$98.00
		Parks-Boat Launch Rental: 145291		
	Total 0553718332			\$98.00
	0	9/12/2023	2023 - September - 3rd September2023 Batch	
	0553718333			
		September 2023 Service		
		001-000-270-576-80-31-00	PRK - Portable Restroom Facility	\$98.00
		Lake Sawyer Regional Park: 71400002		
	Total 0553718333			\$98.00
	0	9/12/2023	2023 - September - 3rd September2023 Batch	
	0553718334			
		September 2023 Service		
		001-000-270-576-80-31-00	PRK - Portable Restroom Facility	\$123.00
		Regional Park w/ Hand Sanitizer: 0071400003		
	Total 0553718334			\$123.00
	Total 0			\$319.00
	Total Honey Bucket/Northwest Cascade Inc.			\$319.00
Johnsons Home & Garden				
	0	9/11/2023	2023 - September - 3rd September2023 Batch	
	474915			
		PW - Supplies		
		101-000-000-542-30-31-12	PW - Clearing Acct - Supplies	\$118.45
		Nozzles, High Pressure Gun		
	Total 474915			\$118.45

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	0	9/11/2023	2023 - September - 3rd September2023 Batch	
	474930			
		VRF Supplies		
		001-000-215-521-10-48-00	PD - Repairs and Maintenance VRF	\$6.84
	Total 474930			\$6.84
	0	9/13/2023	2023 - September - 3rd September2023 Batch	
	474986			
		PW - Supplies		
		101-000-000-542-30-31-12	PW - Clearing Acct - Supplies	\$226.39
			Shop Towels, Drum Liners, Car Wash Supplies	
	Total 474986			\$226.39
	0	9/21/2023	2023 - September - 3rd September2023 Batch	
	475159			
		PW - Supplies		
		101-000-000-542-30-31-12	PW - Clearing Acct - Supplies	\$378.12
			Misc Hand Tools & Supplies	
	Total 475159			\$378.12
	Total 0			\$729.80
	Total Johnsons Home & Garden			\$729.80
Jose Luis Molnar				
	0	9/13/2023	2023 - September - 3rd September2023 Batch	
	4856			
		September 2023 Service		
		001-000-120-512-51-41-04	CRT - Interpreter	\$135.72
	Total 4856			\$135.72
	Total 0			\$135.72
	Total Jose Luis Molnar			\$135.72
King County Finance - I-Net				
	0	8/31/2023	2023 - September - 3rd September2023 Batch	
	11013916			
		Augudt 2023 Service		
		001-000-145-518-80-42-01	IT - Comm - INET Costs - First Net	\$1,135.00
	Total 11013916			\$1,135.00
	Total 0			\$1,135.00
	Total King County Finance - I-Net			\$1,135.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
King County Finance - Mental Health				
0	2150219	9/13/2023	2023 - September - 3rd September2023 Batch	
	4th Qtr 2022			
	001-000-182-564-00-49-01		KC Mental Health	\$409.92
	Invoice Issued Late			
	Total 2150219			\$409.92
0	2150256	9/19/2023	2023 - September - 3rd September2023 Batch	
	1St Qtr 2023			
	001-000-182-564-00-49-01		KC Mental Health	\$461.99
	Invoice Issued Late			
	Total 2150256			\$461.99
0	2150313	9/19/2023	2023 - September - 3rd September2023 Batch	
	2nd Qtr 2023			
	001-000-182-564-00-49-01		KC Mental Health	\$463.05
	Invoice Issued Late			
	Total 2150313			\$463.05
Total 0				\$1,334.96
Total King County Finance - Mental Health				\$1,334.96
King County Finance - Wastewater Treat Div.				
53504	R 30037480	9/15/2023	2023 - September - Early 3rd September 2023	
	September 2023 Service			
	407-000-000-535-80-41-04		SEW - Metro Sewer Charges	\$121,103.64
	Total R 30037480			\$121,103.64
Total 53504				\$121,103.64
V 53464	V 30037480	9/15/2023	2023 - August - Early 5th August Void Batch	
	Void & Reissue in Sep Batch			
	407-000-000-535-80-41-04		SEW - Metro Sewer Charges	(\$121,103.64)
	Total V 30037480			(\$121,103.64)
Total V 53464				(\$121,103.64)
Total King County Finance - Wastewater Treat Div.				\$0.00

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
L.N. Curtis & Sons				
	0	9/6/2023	2023 - September - 3rd September2023 Batch	
	INV743420			
		PD - Uniform		
		001-000-210-521-10-31-04	PD - Uniforms	\$16.52
	Total INV743420			\$16.52
	Total 0			\$16.52
Total L.N. Curtis & Sons				\$16.52
Matzke Polygraph, LLC				
	0	9/14/2023	2023 - September - 3rd September2023 Batch	
	91423			
		September 2023 Service		
		001-000-213-521-10-41-04	PD - Civil Service-Hiring Evaluations	\$250.00
	Total 91423			\$250.00
	Total 0			\$250.00
Total Matzke Polygraph, LLC				\$250.00
Mona Davis				
	0	9/8/2023	2023 - September - 3rd September2023 Batch	
	09082023 MD			
		Mileage Reimbursement		
		001-000-240-558-60-43-00	PLN - Lodging, Meals & Mileage	\$174.80
		304 Round Trip Miles - Chelan, WA - Planning Cinf 9/05 - 9/08/2023		
	Total 09082023 MD			\$174.80
	Total 0			\$174.80
Total Mona Davis				\$174.80
Motorola Solutions Inc. - Chicago				
	0	9/19/2023	2023 - September - 3rd September2023 Batch	
	Invoice - 9/25/2023 2:51:13 PM			
		PD - Spillman Server Migration		
		310-000-011-594-21-64-03	Police Pc related Hardware	\$7,787.87
	Total Invoice - 9/25/2023 2:51:13 PM			\$7,787.87
	Total 0			\$7,787.87
Total Motorola Solutions Inc. - Chicago				\$7,787.87

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Office Products Nationwide				
0	1220855-1	9/11/2023	2023 - September - 3rd September2023 Batch	
	PD - Supplies			
	001-000-210-521-10-31-00		PD - Operating Supplies	\$14.12
	Legal Pads			
	Total 1220855-1			\$14.12
Total 0				\$14.12
Total Office Products Nationwide				\$14.12
Raedeke Associates Inc				
0	60842	9/8/2023	2023 - September - 3rd September2023 Batch	
	August 2023 Service			
	001-000-240-558-51-41-01		COM DEV - Prof Svs.Perm. Extra consultant Exp	\$1,020.75
	Sayer			
	Total 60842			\$1,020.75
0	60843	9/8/2023	2023 - September - 3rd September2023 Batch	
	August 2023 Service			
	001-000-240-558-51-41-01		COM DEV - Prof Svs.Perm. Extra consultant Exp	\$46.50
	Albers			
	Total 60843			\$46.50
Total 0				\$1,067.25
Total Raedeke Associates Inc				\$1,067.25
RH2 Engineering Inc.				
0	92671	9/18/2023	2023 - September - 3rd September2023 Batch	
	August 2023 Service			
	404-000-011-534-80-41-00		WTR - Comp Plan	\$2,722.91
	Total 92671			\$2,722.91
0	92674 RH2	9/18/2023	2023 - September - 3rd September2023 Batch	
	August 2023 Service			
	402-000-003-594-34-63-13		WSFFA-Springs Source Rehab	\$2,278.58
	Total 92674 RH2			\$2,278.58

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	0	9/21/2023	2023 - September - 3rd September2023 Batch	
	92743			
		August 2023 Service		
		101-000-000-542-30-41-05	STRT - Professional Services	\$132.87
		101-000-000-542-30-41-13	STRT - Prof Serv - Eng. Civil Review	\$1,764.00
		401-000-000-534-80-41-10	WTR - Prof Serv- Civil Eng	\$132.87
		401-000-000-534-80-41-13	WTR - Prof Service-GIS	\$1,764.00
		407-000-000-535-80-41-01	SEW - Prof Srvs-GIS & other review	\$132.87
		407-000-000-535-80-41-13	SEW - Prof Service - Eng. Civil Review	\$1,764.00
		410-000-000-531-10-41-13	STRM - Prof Service - Eng. Civil Review	\$132.85
		410-000-000-531-10-41-13	STRM - Prof Service - Eng. Civil Review	\$1,764.00
	Total 92743			\$7,587.46
	Total 0			\$12,588.95
Total RH2 Engineering Inc.				\$12,588.95
Scheibmeir, Kelly & Satterfield				
	0	8/31/2023	2023 - September - 3rd September2023 Batch	
	24749			
		August 2023 Service		
		001-000-242-558-60-41-00	Prof Serv-Hearing Examiner	\$2,725.00
		CD		
	Total 24749			\$2,725.00
	Total 0			\$2,725.00
Total Scheibmeir, Kelly & Satterfield				\$2,725.00
Secure Pacific Corporation				
	0	9/1/2023	2023 - September - 3rd September2023 Batch	
	380540			
		September 2023 Service		
		101-000-000-542-30-48-03	PW - Clearing-shared Shop Cost	\$70.35
		Shop		
	Total 380540			\$70.35
	0	9/1/2023	2023 - September - 3rd September2023 Batch	
	380541			
		September 2023 Service		
		001-000-254-518-20-49-00	CH - Bldg Security	\$695.89
		City Hall		
		001-000-254-518-20-49-00	CH - Bldg Security	\$2,054.54
		Correction to 2023 coding		

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name	Amount
		001-000-254-518-21-49-00	MOD - Security Costs	\$684.84
		Correction to 2023 coding		
		001-000-254-518-21-49-00	MOD - Security Costs	\$231.96
		Com Dev - MOD		
		001-000-254-518-21-49-00	MOD - Security Costs	(\$2,739.38)
		Correction to 2023 coding		
	Total 380541			\$927.85
	Total 0			\$998.20
Total Secure Pacific Corporation				\$998.20
Shea Homes				
	0	9/19/2023	2023 - September - 3rd September2023 Batch	
	SGN23-0011			
		Permit Refund		
		001-000-240-322-10-00-08	Sign Permits	\$122.50
		Permit Not Required		
		633-000-300-389-30-00-00	Bldg Permit Fees for State Treasurer	\$25.00
		Permit Not Required		
	Total SGN23-0011			\$147.50
	Total 0			\$147.50
Total Shea Homes				\$147.50
Sorci Family LLC				
	0	9/12/2023	2023 - October - 1st October 2023 Batch	
	09122023 SFLLC			
		October 2023 Rent		
		001-000-254-518-20-45-06	CH - 2023 - Bldg Rent	\$11,497.50
		City Hall Building		
		001-000-254-518-21-45-02	MOD - Land Rental	\$1,988.56
		Land Rental		
	Total 09122023 SFLLC			\$13,486.06
	Total 0			\$13,486.06
Total Sorci Family LLC				\$13,486.06
South Correctional Entity				
	0	9/15/2023	2023 - September - 3rd September2023 Batch	
	7191			
		August 2023 Service		
		001-000-211-523-60-49-00	PD - Jail Costs	\$5,283.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		21 days		
	Total 7191			\$5,283.00
	Total 0			\$5,283.00
Total South Correctional Entity				\$5,283.00
State Auditor's Office				
	0	9/12/2023	2023 - September - 3rd September2023 Batch	
	L156535			
	August 2023 Service			
	001-000-140-514-23-41-01		FIN - State Auditor Services	\$288.22
	101-000-000-542-30-41-14		STRT - State Auditor Services	\$69.17
	401-000-000-534-80-41-03		WTR - State Auditor Services	\$265.17
	407-000-000-535-80-41-07		SEW - State Auditor Services	\$265.17
	410-000-000-531-10-41-02		STRM - State Auditor Services	\$265.17
	Total L156535			\$1,152.90
	Total 0			\$1,152.90
Total State Auditor's Office				\$1,152.90
Summit Law Group, PLLC				
	0	9/13/2023	2023 - September - 3rd September2023 Batch	
	148308			
	August 2023 Service			
	001-000-150-515-41-41-08		Legal Svcs-Union Contracts	\$412.50
	General Labor			
	Total 148308			\$412.50
	0	9/13/2023	2023 - September - 3rd September2023 Batch	
	148309			
	August 2023 Service			
	001-000-150-515-41-41-08		Legal Svcs-Union Contracts	\$1,404.00
	Teamsters			
	Total 148309			\$1,404.00
	Total 0			\$1,816.50
Total Summit Law Group, PLLC				\$1,816.50

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Tawnya Parks				
	0	9/15/2023	2023 - September - 3rd September2023 Batch	
	09152023 TP			
		Employee Reimbursement		
		001-000-121-512-51-41-00	CRT - Prof Svs - Therap. Grant	\$35.09
		Water and Graduation Cards		
	Total 09152023 TP			\$35.09
	Total 0			\$35.09
	Total Tawnya Parks			\$35.09
Valley Mobile Trailer Repair				
	0	8/28/2023	2023 - September - 3rd September2023 Batch	
	36245			
		August 2023 Service		
		101-000-000-542-30-48-04	PW - Clearing- Shared Veh/Equip Maint	\$499.56
		Trailer Maintenance		
	Total 36245			\$499.56
	Total 0			\$499.56
	Total Valley Mobile Trailer Repair			\$499.56
Wa Association of Sheriffs & Police Chiefs				
	0	9/1/2023	2023 - September - 3rd September2023 Batch	
	Dues 2023-00635			
		Membership through 9/2024		
		001-000-210-521-10-49-02	PD - Memberships	\$75.00
		Brian Martinez		
	Total Dues 2023-00635			\$75.00
	Total 0			\$75.00
	Total Wa Association of Sheriffs & Police Chiefs			\$75.00
Washington State Department of Ecology				
	0	8/29/2023	2023 - September - 3rd September2023 Batch	
	24-WAG994517-1			
		Aquatic Pest Permit 2024		
		310-000-021-553-60-41-00	Lk. Swyr Weed Control Exp	\$500.00
	Total 24-WAG994517-1			\$500.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	0	9/10/2023	2023 - September - 3rd September2023 Batch	
	24-WAR310537-1			
	Springs Transmission Permit 2024			
	402-000-003-594-34-63-07		Permits, Water Rights, Easements	\$780.00
	2024 Permit			
	Total 24-WAR310537-1			\$780.00
	Total 0			\$1,280.00
	Total Washington State Department of Ecology			\$1,280.00
Washington State Patrol				
	0	9/18/2023	2023 - September - 3rd September2023 Batch	
	00181404			
	September 2023 Service			
	001-000-214-521-20-42-02		PD - WSP Access	\$600.00
	3rd Qtr 2023 Access			
	Total 00181404			\$600.00
	Total 0			\$600.00
	Total Washington State Patrol			\$600.00
	Vendor Count	34	Grand Total	\$98,495.67

BLACK DIAMOND CITY COUNCIL MINUTES
Work Session of September 14, 2023
Hybrid Meeting Via Zoom and In-Person
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

Mayor Pro-Tem Deady called the regular work session to order at 6:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Douglass, Smith (Zoom), Mulvihill, Jones, Page

ABSENT: Councilmember de Leon (excused)

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

WORK SESSION:

1) Discussion Regarding Council Ethics and Code of Conduct

Mayor Pro-Tem Deady announced that her and Councilmember Page met yesterday to go over this and shared that our current Council Procedures do not have language on this.

Councilmember Page shared that this conversation has been in the works since last year. She noted that one area that has become evident is that we need to present an expectation that we hold ourselves and each other to the standards that our community expects so it doesn't diminish the integrity of the body as a whole. She discussed creating a document of our guiding principles, a code of conduct with best practices. She distributed two examples, one from the City of Sammamish and the other from the City of Yakima that she felt were good documents to borrow from to elevate the standards of what we do on the council, other boards, and commissions. She shared an email from Councilmember de Leon regarding tonight's meeting.

Points of Discussion

- Update code of conduct that also includes a one-page cheat sheet of our guiding principles to make expectations clear.
- Update the onboarding binder for new members and have each council member contribute things they have learned through our processes and their experiences.
- Plan to have the code of conduct signed by new members as well as by all members at the 1st meeting of each new year.
- Review Section 5, relating to attendance, remarks and speaking to a motion.
- Police ourselves and each other to make sure we are keeping to those standards.

- Council members should raise their hand and wait to be called on by the presiding officer, even if they are not called on first.
- Allow whoever is talking to finish what they have to say.
- When called on, make your statement, your question and then end it.
- Limit questions to the department heads to one per member until each member has had a turn. If there are still more questions, they can be asked in the second round.
- Residents expect members of the council to physically be at the meetings so they can talk with them in person, and they want to know they are being heard.
- If a council member can't make the meeting or they are going to listen in but not be able to participate, they need to let the other members know.
- City of Sammamish splitting it into two components: 1) using principles of professionalism, respect, and civility in working for the greater good of the city and 2) inspire public confidence in the government.

There was consensus to meet again on this topic at the October 12 work session with each member bringing their list for the code of conduct document to further discuss and move forward.

ADJOURNMENT

Councilmember Mulvihill **moved** to adjourn the meeting; **second** Councilmember Deady. Motion **passed** with all voting in favor (6-0). The meeting ended at 6:38 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of September 21, 2023
Hybrid Meeting Via Zoom and In-Person
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

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

ABSENT: Councilmember Jones (excused)

Staff present: Xavier Mason, Finance Director; Mona Davis, Community Development Director; Jamey Kiblinger, Police Chief, Scott Hanis, Public Works Director; Ryan Sweet, Capital Project/Program Manager; Andrew Williamson, MDRT/Ec Dev Director; David Linehan, City Attorney; 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 Mulvihill. Motion **passed** with all voting in favor (6-0).

PUBLIC COMMENTS: None

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Presentation – Recovery Navigator

Chief Kiblinger introduced a service provider they use for mental health. Ryan Pacchiano, Outreach Navigator for Recovery Navigator shared their program with Council and discussed the services they provide for us and shared some success stories.

CONSENT AGENDA:

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

- 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
- 5) **AB23-049** – Resolution Authorizing Lake Defense Force to Remove Dead Aquatic Weed Mats
- 6) **AB23-050** – Resolution Accepting and Awarding Bid to Tony Lind Paving for Roberts Drive Shoulder Improvement Project

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

- 7) **AB23-051** – Discussion/Action Regarding Re+ Pledge.

Councilmember Page led the discussion on this item and shared she is in support of the Council signing on to this.

Councilmember Mulvihill **moved** to authorize the mayor to execute the Re+ Pledge acknowledging the City's support of King County's Re+ Program; **second** Councilmember de Leon. Motion **passed** with all voting in favor (6-0).

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

Mayor Benson led the discussion on this agenda item and noted Council turning in ideas for our legislative agenda. She noted we haven't received SCA's or AWC's as they are still working on them and mentioned that the goal is to get ours adopted in November.

There was Council discussion.

- 9) **Discussion**– October Town Hall Meeting

Councilmember Deady led the discussion on this agenda item and shared having some sort of event and suggested the gym and have an ice cream social or have a business support this as a food vendor. She noted this will be less formal and the city might get more participants. There was continued discussion amongst Councilmembers on what this might look like.

DEPARTMENT REPORTS:

Fire – Report Regarding Level of Service and Staffing Requirements

Chief Judkins shared with the Council a PowerPoint presentation which touched on the current interlocal agreement. She highlighted and addressed questions for Section 3.1, Fire Suppression Services, Section 3.3 Staffing Levels, Section 4 Payment of Services, Section 6 Fire Stations, Section 7 Equipment Apparatus, stations they provide services from, 2023 staffing levels, volunteers, minimum staffing, 2023 MVFR Operating Budget, 2023 cost breakdown for station 98, 2023 split to operate the three fire stations, 2024 proposed operating budget, station 99 outfitting and onboarding expenses, 2025 projected operating budget, and she touched on current response times.

There were Council questions/discussion.

MDRT – Director Williamson gave an update to Council on happenings with the SR 169 roundabout construction and the plan on the phases of the construction, he also shared information on the Visconsi North Commercial Site and planned businesses.

Councilmember Smith left the meeting at 9:04 p.m. and returned at 9:05 p.m.

Public Works – Director Hanis shared with Council on a traffic calming/speed summary regarding when calming devices are needed in the city. He explained that Public Works has set criteria to investigate requests for traffic calming devices or changing a speed limit and described how the process would work.

MAYOR'S REPORT:

Mayor Benson announced that her report is in the packet material.

COUNCIL REPORTS:

Public Works Committee Meeting Update – Report was included in packet material.

Finance Committee Meeting Update – Councilmember Deady reported on items discussed, possible utility rate increase, 10% of every dollar spent in Black Diamond comes back to the city on sales tax. Ten Trails is finishing up on their current plats.

Community Development Committee Meeting Update – Councilmember Mulvihill updated Council on items discussed during the meeting, public hearing on cannabis, cost versus income, land use element for the comp plan, climate planning grant, the grant for Ginder Creek was completed, and the Comp Plan Transportation Workshop is Tuesday, September 26th.

Councilmember Page left the meeting at 9:12 p.m. and returned at 9:14 p.m.

ATTORNEY REPORT: None

PUBLIC COMMENTS: None

EXECUTIVE SESSION: None

ADJOURNMENT:

Councilmember Mulvihill **moved** to adjourn the meeting; **second** Councilmember Deady. Motion **passed** with all voting in favor (6-0). The meeting ended at 9:18 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: Resolution declaring surplus property	Agenda Date: October 5, 2023 AB23-053	
	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	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$500	Public Works – Scott Hanis	X
Fund Source: Surplus fund	Court – Judge Swain/Tawnya Parks	
Timeline:		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Exhibit A		
SUMMARY STATEMENT: As needed the City discontinues use of or has no need for certain property, it is turned over to the facilities coordinator to surplus it. With the authorization from the city council surplus items are available for sale either by sealed bid, online auction, or other reasonable and allowable means. FISCAL NOTE (Finance Department): Ebay fees, surplus supplies, vehicle repairs, fuel, report of sale fees.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee recommends bringing to the full Council for consideration on the regular agenda.		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 23-1570 declaring certain City property surplus to the needs of the City.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 5, 2023		

RESOLUTION NO. 23-1570

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
DECLARING CERTAIN CITY PROPERTY SURPLUS TO
THE NEEDS OF THE CITY**

WHEREAS, the City desires to dispose of personal property surplus to the needs of the City; and

WHEREAS, such property has accumulated over time in various storage areas; and

WHEREAS, all such property has been cataloged with all departments have the opportunity to review the listing; and

WHEREAS, City Council must deem the property to be surplus and authorize its disposal;

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

Section 1. The listing of certain City property is hereby declared surplus to the needs of the City of Black Diamond, as attached hereto as Exhibit A.

Section 2. City Council authorizes staff to make items available for sale either by sealed bid, online auction or other reasonable and allowable means.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF OCTOBER
2023**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

EXHIBIT "A"

[illegible]

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: On-call Professional Services Agreement with Parametrix for engineering support in relation to WSDOT's replacement of five fish passages along SR 169.	Agenda Date: October 5, 2023 AB23-054	
	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	
	Police – Chief Kiblinger	
	Public Works – Scott Hanis	X
Cost Impact (see also Fiscal Note): TBD	Court – Judge Swain/Tawnya Parks	
Fund Source: Reimbursable by WSDOT		
Timeline: 2023-2029		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Professional Services Agreement; Exh. B Task Request, Exh. C-1 Billing Rates; Exh. C-2 Reimbursement Rates		
SUMMARY STATEMENT: WSDOT is actively working on replacing five fish passages within Black Diamond city limits along SR 169. City staff is working with WSDOT to create an agreement which will reimburse the city for all city expenses (including staff time, equipment time, and consultant costs) related to their work within the City. WSDOT is under court order to replace these fish passages by 2029. Construction work to replace the fish passages near the intersection of SR 169 and Black Diamond-Ravensdale Rd. will not begin until after the completion of the roundabout project. Work on three passages along Jones Lake may begin prior to completion of the roundabouts. It is difficult to quantify the amount of staff time and consultant time needed for this work with WSDOT. This agreement with Parametrix is an “open end” agreement with no set budget limits. However, all costs are to be reimbursed by WSDOT and no tasks will be authorized by city staff until executed by staff in a task order (exhibit B of the agreement). FISCAL NOTE (Finance Department): All costs in this agreement will be reimbursed by WSDOT. City staff is working with WSDOT in separate agreements to ensure reimbursements from WSDOT will be expedited. A budget change will be processed once costs and reimbursement amounts are known.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee recommends bringing to the full Council for consideration on the regular agenda.		
RECOMMENDED ACTION: MOTION to approve Resolution No. 23-1571 authorizing the Mayor to execute an on-call Professional Services Agreement with Parametrix, Inc. for engineering support in relation to WSDOT's replacement of five fish passages along SR 169.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 5, 2023		

RESOLUTION NO. 23-1571

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE AN ON-CALL
PROFESSIONAL SERVICES AGREEMENT WITH
PARAMETRIX, INC. FOR ENGINEERING SUPPORT IN
RELATION TO WSDOT'S REPLACEMENT OF FIVE FISH
PASSAGES ALONG SR 169**

WHEREAS, WSDOT is under court order to replace five fish passages along SR 169 within city limits; and

WHEREAS, City staff has been meeting with WSDOT in preparation for these replacements; and

WHEREAS, City staff and WSDOT are working on agreements in which WSDOT will reimburse the City for City expenses related to these replacements; and

WHEREAS, City staff needs extra engineering support to review and monitor these replacements; and

WHEREAS, Parametrix, Inc. was selected by the City to provide on-call engineering services for the City; and

WHEREAS, Parametrix, Inc. has the staffing availability and expertise to assist the City with these fish passage projects; and

WHEREAS, Parametrix, Inc. has experience with WSDOT fish passage projects;

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

Section 1. The Mayor is hereby authorized to execute an on-call Professional Services Agreement with Parametrix, Inc. for engineering support in relation to WSDOT's replacement of five fish passages along SR 169, significantly in the form attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF OCTOBER, 2023.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT FOR CIVIL ENGINEERING SERVICES

This Professional Services Agreement (“Agreement”) is entered into by and between:

CITY OF BLACK DIAMOND, WASHINGTON (the “City”)

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: Scott Hanis Phone: 360-851-4446 Fax : 360-851-4501

and

PARAMETRIX, INC. (“Consultant”)

Physical Address: 1019 39th Avenue SE, Suite 100

Puyallup, WA 98374

Mailing Address: Same as above

Contact: Austin Fisher, P.E. Phone: 253-604-6600 Fax: 855-542-6353

Tax Id No.: 91-0914810

for non-exclusive on-call professional civil engineering services in connection with the following project:

City of Black Diamond Public Works and Community Development.

WHEREAS, the City has conducted an RFQ and qualifications-based selection process for civil engineering services, and based on that process the City desires to work with the Consultant on City matters under the terms and conditions set forth herein; and

WHEREAS, the Consultant has agreed to provide the services described in Exhibit A (scope of work) under the terms and conditions set forth herein;

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

TERMS AND CONDITIONS

1. Services by Consultant

1.1 Consultant has been retained by the City to provide professional civil engineering on-call services as generally described in the Scope of Work attached to this Agreement as Exhibit "A". The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the City.

1.2 The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

2. Schedule of Work

2.1 The City will issue an on-call task request for each project task for which the City requires Consultant services. No work shall be commenced by Consultant under this Agreement except pursuant to such an on-call task request issued by the City in the form attached as Exhibit "B." Consultant shall perform the services described in the on-call task request in accordance with the schedule and scope of work set forth in the on-call task request (the "Task Scope of Work").

2.2 Consultant will work within the project schedule set forth in the on-call task request and will diligently proceed with the work and shall assure that it, and its subconsultants, will have adequate staffing at all times in order to complete the Scope of Work in a timely manner. If factors beyond Consultant's control that could not have been reasonably foreseen as of the date of this Agreement cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. The Consultant shall provide the City with written notice of any delay, or potential delay, that may trigger the need for a time extension within 3 business days after the Consultant becomes aware of the delay or potential delay.

2.3 Consultant is authorized to proceed with services upon receipt of a signed task order.

3. Compensation

3.1 Rates. Compensation for the services provided pursuant to each on-call task request shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "C". Consultant may adjust the billing rates and reimbursable expenses once each calendar year on or after January 1st by providing the City with written notice of the adjusted rates and expenses no less than (30) thirty days prior to the effective date of such adjustment. The billing rates and reimbursable expenses for on-call task orders issued prior to receipt of written notice of the rate/expense adjustment by the City shall not be affected by the adjustment.

3.2 Other. In the event that after commencement of work, the Consultant anticipates that the work for an on-call task request will exceed the initial amount authorized, Consultant shall promptly notify the City and provide the City with whatever documents or information is necessary to request approval of any amounts in excess thereof.

4. Payment

4.1 Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices, in a format acceptable to the City for work performed to the date of the invoice.

4.2 All invoices shall be paid by City warrant within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

4.3 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.

4.4 If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

5. Discrimination and Compliance with Laws

5.1 Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

5.2 Consultant and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Consultant's ineligibility to conduct further work for the City.

6. Duration, Suspension, and Termination of Agreement

6.1 This Agreement is an "Open End" Agreement that is signed by both parties, unless the City provides written notice of earlier termination pursuant to this Section 6, below.

6.2 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing no fewer than ten (10) days prior to the stated termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted

to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

6.3 Any notice from the City to Consultant regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

7. Standard of Care

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

8. Ownership of Work Product

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon termination of this Agreement. Consultant assigns to the City all of Consultant's right, title, and interest in any such documents. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement and the Project to which it relates, without written concurrence by Consultant, will be at the sole risk of the City.

8.2 The City acknowledges Consultant's documents as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of the City's reuse of such documents beyond the use for which they were originally intended without the written authorization of Consultant.

8.3 Methodology, software, logic, and systems developed under this Agreement are the property of Consultant and the City, and may be used as either Consultant or the City see fit, including the right to revise or publish the same without limitation.

9. Indemnification/Hold Harmless

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, volunteers, and agents harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. PROVIDED, HOWEVER, THAT IF ANY SUCH CLAIMS, INJURIES, DAMAGES, LOSSES OR SUITS RESULT FROM THE CONCURRENT NEGLIGENCE OF CONSULTANT AND THE CITY, IT IS EXPRESSLY AGREED THAT CONSULTANT'S OBLIGATIONS AND INDEMNITY UNDER THIS PARAGRAPH SHALL BE EFFECTIVE ONLY TO THE EXTENT OF CONSULTANT'S NEGLIGENCE.

9.2 The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

9.4 The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, 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 Consultant, its agents, representatives, or employees.

10.2 Consultant shall procure and maintain the following types and amounts of insurance:

a. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and

advertising injury. This insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

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

d. Professional Liability insurance appropriate to Consultant's profession, with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

10.3 The Automobile Liability, Commercial General Liability, and Professional Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

a. Consultant's insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.

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

10.4 The City shall be named as an additional insured under Consultant's Automobile Liability and Commercial General Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.

10.5 Insurance shall be placed with insurers with a current A.M. Best rating of not less than A:VII.

10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City not less than ten (10) days following both parties signing this Agreement and before commencement of the work. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy Consultant must procure and maintain pursuant to this Agreement and Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

11. Assigning or Subcontracting

11.1 Consultant shall not assign, transfer, subcontract, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.

14. Disputes

14.1 Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington, excluding its choice-of-law rules. Venue and personal jurisdiction shall lie exclusively in King County Superior Court, Kent, Washington.

15. Attorney Fees

15.1 In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party.

16. General Administration and Management on Behalf of the City

16.1 The Mayor of the City, or his/her designee (the contract Administrator) shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant. Consultant understands and agrees that any and all work to be performed pursuant to this Agreement must be approved in advance by the contract Administrator. No third party, including the project applicant, shall have any direct control or influence over the services performed under this Contract.

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

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

17. Extent of Agreement/Modification

17.1 This Agreement, together with any 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 Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

18. Conflict of Interest; Non-Collusion

18.1 No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Consultant shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

18.2 The Consultant warrants and represents that the Consultant has not, nor has any other member, employee, representative, agent or officer of the Consultant, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

AGREED TO BY:

CITY OF BLACK DIAMOND

PARAMETRIX, INC.

By: _____

By: _____

Carol Benson

Steven K. Aisaka

Its: Mayor

Its: Director of Risk Management

Date: _____

Date: _____

Attest:

By:

Brenda L. Martinez
City Clerk

APPROVED AS TO FORM:

David A. Linehan
City Attorney

EXHIBIT A

(General Scope of Work)

At the City's request, Parametrix will be available to provide the following services:

- Review of the Maintenance of Traffic provisions (typically Section 2.22 of the RFP).
- Review Alternative Technical Concepts (ATCs) submitted by the Design Build Contractors.
- Coordinate and provide input on potential City owned utility relocations that may be necessary.
- Review proposed storm sewer improvements including enclosed pipe systems, water quality and flow control that are constructed by WSDOT and will be transferred to the City for ownership and maintenance.
- Review proposed illumination improvements including street- and pedestrian-level lighting that are constructed by WSDOT and will be transferred to the City for ownership and maintenance.
- Coordinate and provide input on permitting documents.
- Review proposed easements for temporary access and use of City-owned property.
- Review structures and civil infrastructure improvements.
- Provide special inspection services upon request.
- Other work assigned and agreed to by both parties.

EXHIBIT B

(On-Call Task Request Form)

EXHIBIT C

(Billing Rates and Reimbursable Expenses)

Exhibit B

City of Black Diamond On-Call Task Request

Date: _____	City Staff Contact: _____
Task Name: _____	Phone: 360-886-5700
Consultant Project No.: _____	Fax: 360-886-2592
Consultant Contact Name: _____	
Consultant Phone: _____	
Consultant Fax: _____	

Scope of Task Request

Budget Estimate:

Task Request Approval:

City of Black Diamond:

_____ Written Name	_____ Title
_____ Signature	_____ Date

Consultant:

_____ Written Name	_____ Title
_____ Signature	_____ Date

*Costs are billed on a time-and-materials basis. The Consultant shall notify the City should additional funds be necessary to complete the task order. Additional work beyond that which is ordered by the City shall not commence until written notification is received from the City.

Exhibit C-1

Parametrix Puget Sound Billing Rates - September 1, 2023 through September 30, 2024

Classification	Grade	Classification Rate Minimum	Classification Rate Maximum	Classification	Grade	Classification Rate Minimum	Classification Rate Maximum
CADD Operator I	8	\$110	\$130	Jr. Planner	8	\$110	\$130
CADD Operator II	9	\$115	\$145	Planner I	10	\$120	\$150
CADD Operator III	11	\$130	\$160	Planner II	11	\$130	\$160
CADD Supervisor/Technical Lead	12	\$140	\$170	Planner III	12	\$140	\$170
CADD Services Manager	14	\$160	\$195	Planner III	13	\$145	\$175
				Planner IV	14	\$160	\$200
Jr. Designer	8	\$110	\$130	Sr. Planner	15	\$180	\$220
Designer I	10	\$125	\$155	Sr. Planner	16	\$200	\$240
Designer II	11	\$135	\$165	Sr. Planner	17	\$210	\$260
Designer III	12	\$145	\$175				
Designer III	13	\$155	\$185	Jr. Scientist/Biologist	8	\$110	\$130
Designer IV	14	\$155	\$185	Scientist/Biologist I	10	\$120	\$150
Sr. Designer	15	\$170	\$210	Scientist/Biologist II	11	\$130	\$160
Sr. Designer	16	\$190	\$230	Scientist/Biologist III	12	\$140	\$170
Sr. Designer	17	\$205	\$250	Scientist/Biologist III	13	\$145	\$175
				Scientist/Biologist IV	14	\$160	\$200
Jr. Engineer	8	\$115	\$140	Sr. Scientist/Biologist	15	\$180	\$220
Engineer I	10	\$130	\$160	Sr. Scientist/Biologist	16	\$200	\$240
Engineer II	11	\$135	\$165	Sr. Scientist/Biologist	17	\$210	\$260
Engineer III	12	\$145	\$175				
Engineer III	13	\$160	\$195	Environmental Technician I	7-8	\$110	\$130
Engineer IV	14	\$170	\$210	Environmental Technician II	9	\$115	\$145
Sr. Engineer	15	\$195	\$235	Environmental Technician III	10	\$120	\$150
Sr. Engineer	16	\$205	\$255				
Sr. Engineer	17	\$225	\$275	Jr. Hydrogeologist	8	\$110	\$130
Sr. Consultant	18	\$255	\$315	Hydrogeologist I	10	\$120	\$150
Sr. Consultant	19	\$260	\$320	Hydrogeologist II	11	\$130	\$160
				Hydrogeologist III	12-13	\$145	\$175
Electrical Designer I	11	\$135	\$165	Hydrogeologist IV	14	\$160	\$200
Electrical Designer II	12	\$150	\$180	Sr. Hydrogeologist	15	\$180	\$220
Electrical Designer III	13	\$160	\$200	Sr. Hydrogeologist	16	\$200	\$240
Electrical Designer IV	14	\$160	\$200	Sr. Hydrogeologist	17	\$210	\$260
Sr. Electrical Designer	15-16	\$195	\$235				
Sr. Electrical Designer	17	\$210	\$260	GIS Technician	9	\$115	\$145
Electrical Engineer I	11	\$135	\$165	GIS Analyst	10	\$120	\$150
Electrical Engineer II	12	\$145	\$175	Sr. GIS Analyst	11	\$130	\$160
Electrical Engineer III	13	\$160	\$195				
Electrical Engineer IV	14-15	\$180	\$220	Graphic Designer	10-11	\$130	\$160
Sr. Electrical Engineer	16-17	\$205	\$255	Sr. Graphic Designer	12-13	\$145	\$175
Sr. Electrical Engineer	18	\$245	\$295				
				Publications Specialist I	8	\$100	\$120
Jr. Surveyor	8	\$110	\$130	Publications Specialist II	9-10	\$115	\$145
Surveyor I	9	\$115	\$145	Sr. Publications Specialist	10-11	\$125	\$155
Surveyor II	10	\$120	\$150	Publications Supervisor	12-13	\$135	\$165
Surveyor III	11	\$135	\$165	Technical Editor	10-11	\$125	\$155
Sr. Surveyor	12	\$145	\$175	Sr. Technical Editor	12-13	\$135	\$165
Sr. Surveyor	13	\$175	\$215				
Survey Supervisor	14-15	\$185	\$225	Technical Aide	7	\$100	\$120
Survey Supervisor	16-17	\$205	\$250	Sr. Technical Aide	8	\$110	\$130
Survey Prevailing Wage*				Project Coordinator	9	\$115	\$145
				Sr. Project Coordinator	10	\$120	\$150
Jr. Inspector	8	\$110	\$130	Project Controls Specialist	11	\$130	\$160
Construction Inspector	10-11	\$130	\$160	Sr. Project Controls Specialist	12-13	\$145	\$175
Sr. Construction Inspector	12-13	\$145	\$175				
Resident Engineer	13	\$155	\$185	Project Accountant	9	\$115	\$145
Resident Engineer	14	\$160	\$200	Sr. Project Accountant	10-11	\$130	\$160
Construction Manager I	12-14	\$160	\$200	Accounting Specialist	9	\$115	\$145
Construction Manager II	15-17	\$175	\$215	Sr. Accounting Specialist	10-11	\$125	\$155
Sr. Construction Manager	15	\$190	\$230				
Sr. Construction Manager	16-17	\$210	\$260	Admin Assistant	7	\$100	\$120
Owner's Representative	18-19	\$235	\$285	Sr. Admin Assistant	8	\$110	\$130
				Office Administrator	10-11	\$130	\$160
Division Manager	16-17	\$210	\$260	Sr. Office Administrator	12-13	\$140	\$170
Regional Division Manager	18-19	\$240	\$290	Office Administrative Manager	14-15	\$160	\$200
Operations Manager	16-17	\$210	\$260	Business Manager	15-16	\$175	\$215
Operations Manager	18-19	\$250	\$305	Sr. Contract Administrator	12-13	\$145	\$175
Program Manager	18-20	\$250	\$310	Director of Risk Management	20	\$265	\$325
Principal Consultant	19	\$250	\$310				
Principal Consultant	20	\$270	\$330	UAV Pilot	12-13	\$170	\$210
Vice President/Sr. Vice President	18-20	\$270	\$330	Expert Witness		\$360	\$440

* Prevailing Wage Rates apply to construction surveying on all Washington Public Works Projects.

IN-HOUSE EQUIPMENT GOVERNMENT (FAR-COMPLIANT) RATES

Effective April 2022

Equipment Item	Rate	Category
Mileage	Current IRS mileage rate (day of travel) ¹	Rate per mile
Per Diem	Not to exceed current GSA per diem rate (date/place of travel) ²	Rate per day
Survey Equipment	\$160 per day	Rate per day
Scanner	\$250 per day	Rate per day
Wingtra Drone	\$360 per day	Rate per day
Bathymetry Equipment and Boat	\$840 per day	Rate per day

Notes:

All other direct costs – such as parking, transportation fares, postage, delivery, reproduction costs, rental equipment, and supplies – will be billed at cost without markup.

FAR = Federal Acquisition Regulation; IRS = Internal Revenue Service; GSA = General Services Administration.

1 See www.irs.gov for current IRS mileage rate.

2 See www.gsa.gov for current GSA per diem rates.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Amendment 1 to Professional Services Agreement with Parametrix for design of the Covington Creek Culvert Replacement project	Agenda Date: October 5, 2023 AB23-055	
	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	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$194,363.85	Public Works – Scott Hanis	X
Fund Source: King County Flood Control District, City funds	Court – Judge Swain/Tawnya Parks	
Timeline: 2023-2024		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Amendment 1; Revised Scope of Work, Exhibit B Budget Estimate		
SUMMARY STATEMENT: Through the design and permitting process on the Covington Creek Culvert Replacement project, unplanned components have arisen due to permitting requirements and the desire to keep traffic, particularly emergency vehicles, moving through the area instead of doing a full road closure. These changes need to be added to the design scope of the agreement with Parametrix (Resolution 21-1411). Additions to the scope include additional utility coordination, construction staging to maintain traffic throughout the construction, the potential for increased monitoring requirements from Fish & Wildlife and finalizing the bridge design. The attached Scope of Work shows redline edits to the original scope of work. FISCAL NOTE (Finance Department): Funding in the amount of \$2,293,500 was secured from the King County Flood Control District (FCD) for this project, which can cover this amendment. Current project estimates will exceed FCD funding. We are seeking more funds from the FCD and are also looking at using Streets Grant Matching funds and other capital funds to complete this project. A budget change will need to be processed once final amounts and available Revenue is identified.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee recommends bringing to the full Council for consideration on the regular agenda.		
RECOMMENDED ACTION: MOTION to approve Resolution No. 23-1572 authorizing the Mayor to execute Amendment 1 to the Professional Services Agreement with Parametrix, Inc. for the design engineering of the Covington Creek Culvert Replacement project.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 5, 2023		

RESOLUTION NO. 23-1572

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 1
TO THE PROFESSIONAL SERVICES AGREEMENT WITH
PARAMETRIX, INC. FOR THE COVINGTON CREEK
CULVERT REPLACEMENT PROJECT**

WHEREAS, the King County Flood Control District committed \$2,293,500 to the City for the Covington Creek Culvert Replacement project; and

WHEREAS, Parametrix has been designing the Covington Creek Culvert Replacement project; and

WHEREAS, changes to the scope of the project due to permitting requirements and the City's desire to maintain traffic during construction of the project were not included in the original scope; and

WHEREAS, additional utility coordination is required to maintain necessary clearances from utilities while meeting fish passage requirements;

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

Section 1. The Mayor is hereby authorized to execute Amendment 1 to the Professional Services Agreement with Parametrix, Inc. for the Covington Creek Culvert Replacement project.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF OCTOBER, 2023.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

Amendment No. 1

TO CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

City of Black Diamond **BETWEEN** Parametrix, Inc.
and

The terms and provisions of the City of Black Diamond Professional Services Agreement apply herein unless otherwise specifically revised.

Date: Thursday, September 21, 2023 **Project No.:** Resolution 21-1411

Project Name: Covington Creek Culvert Replacement Project

Contract Price:

Original Contract:	\$	346,228.00
Prior Amendments:	\$	0
This Amendment:	\$	194,363.85
Revised Total:	\$	\$540,591.85

Time of Completion:

Original Contract:	Goal of 12/31/21
Prior Amendments:	0
This Amendment:	Goal of 4/18/24
Revised Date:	9/21/23

Description of Amendment:

The attached exhibit A amends the scope of work of the original contract and the attached exhibit B adds to the fee limit of the original contract.

Reason for Amendment:

Expanded scope due to permitting requirements and the need to maintain traffic through the project area for the entirety of the construction.

Approved By:

CITY OF BLACK DIAMOND

PARAMETRIX, INC.

By: _____
Title: Mayor
Date: _____

By: _____
Title: _____
Date: _____

SCOPE OF WORK

City of Black Diamond Covington Creek Culvert Replacement Amendment for Final Contract Documents

OBJECTIVE

The City of Black Diamond (City) requested that Parametrix prepare contract plans and specifications for final design for the replacement of the Covington Creek culverts at Lake Sawyer Road and 224th Avenue SE with a new bridge. The project will also include permitting, structural design, utility coordination, and completion of the hydraulic sizing and analysis of Covington Creek.

This scope of work amendment describes additional effort for finalizing contract documents, including utility coordination, construction staging design to maintain traffic through the project site during construction, and final bridge design.

SCHEDULE

Final design in preparation of advertisement is anticipated to be completed by ~~December 31, 2021~~ April 18, 2024.

ASSUMPTIONS

- Design will utilize previously collected ground survey. No additional survey is included in this scope of services.
- Stormwater mitigation will not be required, and the scope of services does not include design of water quality or flow control facilities.
- ~~• It is assumed that 224th Avenue SE can be temporarily closed for construction of the bridge and removal of the existing culverts. Maintaining traffic through the project site may require additional design effort for construction staging that is not included in this scope of services.~~
- It is assumed that traffic will be maintained through the site during construction by a temporary bridge staged within the footprint of the permanent bridge as described in the "Covington Creek at 224th Avenue SE Construction Staging" Technical Memo by Parametrix dated February 17, 2022.

PHASE 1 – COVINGTON CREEK CULVERT REPLACEMENT

Task 1 – Project Management and Quality Assurance/Quality Control

Approach

Parametrix will be responsible for continuous tracking and contract administration of this project including preparing monthly invoices, coordinating work efforts with the City's project manager, and coordinating with our subconsultants. The Parametrix project manager will maintain routine telephone and email contact with the City's project manager on an as-needed basis with regard to scope, schedule, budget, and invoicing issues.

Independent qualified staff will conduct reviews of all deliverables prior to submittal to the City and/or other regulatory agencies.

Deliverables

The deliverables for this task consist of the following:

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports and invoices.

Task 2 – Geotechnical Investigation and Report (AES)

Approach

Associated Earth Sciences (AES), Inc. will utilize data previous collected to provide recommendations for the bridge foundations and retaining walls that will be necessary for the project.

Deliverables

The deliverables for this task consist of the following:

- Revised/updated Final Geotechnical Report in electronic (PDF) format.

Assumptions

- For a list of project assumptions regarding this task, see the attached proposal from AES.

Task 3 – Permitting

Parametrix will [continue to](#) prepare environmental documentation necessary to obtain permits for the culvert replacement. [Based on communications from staff at the Washington Department of Fish and Wildlife \(WDFW\), it is anticipated that the project will be eligible for permitting through the Fish Habitat Enhancement Project process, resulting in the waiver of requirements for SEPA review and local permitting. Additional work on this task will consist of coordinating with staff from environmental permits and approvals for this project will be required by the City of Black Diamond, Washington Department of Fish and Wildlife \(WDFW\), the U.S. Army Corps of Engineers \(Corps\), and the Washington Department of Ecology \(Ecology\), including addressing requests for additional information and documentation. Parametrix will also prepare documentation to satisfy SEPA \(State Environmental Policy Act\) with the City of Black Diamond acting as the SEPA lead agency.](#)

Subtask 3.1 City of Black Diamond Sensitive Areas Ordinance Permitting

Approach

Parametrix will prepare a Final Mitigation Plan building upon the conceptual mitigation plan described in the 2017 *Sensitive Areas Report for the Covington Creek Culvert Replacement* (SAR) and the final project design.

Assumptions

- Two (2) Parametrix wetland biologists will need one (1) day to verify site conditions for drafting the final mitigation plan.
- No revisions to the 2017 SAR will be needed.

- A portion of the disturbed sensitive area (Covington Creek riparian area) to the west of the bridge occurs in King County right-of-way, as identified in the 2017 SAR. It is assumed that the City will get approval from King County to mitigate for impacts to the riparian area there per City of Black Diamond code as part of the overall final mitigation plan. No King County permitting will occur under this scope.
- All mitigation will be able to be performed onsite. No off-site mitigation will be needed.
- The scope assumes one review of the final mitigation plan by the City.

Deliverables

The deliverables for this subtask consist of the following:

- A final mitigation plan (to be incorporated as 2 sheets in the final engineering design).

Subtask 3.2 City of Black Diamond Shoreline Master Program Exemption

Approach

The project area is within the Shoreline jurisdiction of Lake Sawyer, which requires a permit for certain activities in accordance with the City's Shoreline Master Program (SMP). The City's SMP allows for exemptions for projects that are considered normal maintenance or repair. The 2017 SAR includes an analysis that addresses SMP exemption criteria, documenting that the project is exempt under the SMP because it is a normal repair activity.

Assumptions

- The language in the 2017 SAR is sufficient to support an exemption decision by the City.
- The City will exempt the project under its SMP as a normal repair activity. If a Shoreline Permit is required, additional scope and budget will be required.

Deliverables

No additional deliverables are anticipated.

Subtask 3.3 WDFW Permitting – Hydraulic Project Approval

Approach

Parametrix will submit an application for a Hydraulic Project Approval (HPA) via WDFW's online Aquatic Protection Permitting System. Parametrix will provide the text of the draft HPA application to the City for review. Parametrix will make any needed revisions to the draft application prior to submission to WDFW.

Assumptions

- Parametrix staff (up to one biologist and one engineer) will meet with WDFW staff in the field prior to submission of the HPA application to discuss the anticipated culvert replacement structure size and to receive WDFW input. Parametrix will request WDFW staff include Muckleshoot Indian Tribe fisheries biologist in the field visit.
- Existing information will be used to document fish presence and habitat use in the project area. No field surveys for fish will be required.

Deliverables

The deliverables for this subtask consist of the following:

- Draft and final HPA application.

Subtask 3.4 Federal Permitting – Nationwide Permit

Approach

Parametrix will prepare permit application documentation to obtain a Nationwide Permit for work occurring below the ordinary high-water mark (OHWM) to satisfy requirements of Sections 404 and 401 of the Clean Water Act, as administered by the Corps and Ecology, respectively. Due to the type and magnitude of work anticipated, the project will be covered by a Nationwide Permit 3, Maintenance. Parametrix will submit a Joint Aquatic Resources Permit Application (JARPA) to fulfill the Pre-Construction Notification requirement and will request a jurisdictional determination.

To support consultation as required under Section 7 of the Endangered Species Act (ESA), Parametrix will prepare documentation demonstrating consistency with the National Marine Fisheries Service's (NMFS) 2017 Fish Passage and Restoration Actions in Washington State (FPRP III) programmatic ESA consultation. Parametrix will also complete a Biological Evaluation (BE) form to document that the project will have no effect on species or critical habitat under the jurisdiction of the U.S. Fish and Wildlife Service (USFWS). Parametrix staff (up to one biologist and one engineer) will meet with the Corps onsite to discuss the project and the Corps' potential jurisdiction.

To support consultation under Section 106 of the National Historic Preservation Act, a Parametrix cultural resources subconsultant (WCRA) will prepare a cultural resources report for consultation. See attached WCRA proposal.

Assumptions

- Excavation and fill for placement of new streambed substrates will trigger the permitting requirements of Clean Water Act Section 404.
- The project will be classified as a fish passage improvement project eligible for coverage under the FPRP III programmatic consultation. This scope does not include preparation of a Biological Assessment.
- No cultural or historical resources will be impacted by the project; there will be no Adverse Effect to cultural or historical resources.

Deliverables

The deliverables for this subtask consist of the following:

- Draft and final JARPA.
- Draft and Final Cultural Resources Memorandum.
- FPRP III compliance form and BE form.

Subtask 3.5 SEPA

Approach

Parametrix will prepare a SEPA checklist for submission to the City of Black Diamond as the SEPA lead agency.

Assumptions

- The project will qualify for Determination of Significance (DNS) or a Mitigated DNS.
- One round of City review will occur prior to finalizing the draft SEPA checklist.

Deliverables

The deliverables for this subtask consist of the following:

- Draft and final SEPA checklist.

Subtask 3.6 King County Critical Area Report

Approach

Parametrix will prepare a Critical Area Report (CAR) to satisfy the King County (County) Critical Areas Ordinance (CAO) permitting requirements. The CAO requires the submittal of a CAR that documents potential to critical areas regulated by the County. For this project, these critical areas consist primarily of Covington Creek and associated wetland and riparian areas. Parametrix will identify and flag wetland boundaries and riparian/stream OHWMs so that potential impacts to critical areas can be assessed and documented in a CAR. Parametrix will complete the following:

- Identify, delineate, and generally describe wetlands, streams, and buffers in the project area. Any wetlands within the study area will be delineated according to the Corps of Engineers Wetland Delineation Manual (Environmental Laboratory 1987) and the regional supplement.
- Research available background information on wetlands at the site including the King County Area Soil Survey and National Wetland Inventory data prior to conducting the field work.
- Locate wetland boundaries and stream OHWM in the field and mark with numbered flagging. All delineated wetlands and streams will be documented on a general hand-drawn sketch map for the use of the project survey team.
- Document soil, vegetation, and hydrology conditions as necessary at representative locations throughout the study area to identify wetlands (data plots). The data plots will be identified in the field with labeled flagging. Both wetland and upland data plots will be sampled, and the data will be included in a CAR. Data forms for the regional supplement to the Corps of Engineers Wetland Delineation Manual will be prepared.
- Wetlands will be rated in accordance with the Department of Ecology's 2014 Washington State Wetland Rating System for Western Washington.
- A CAR will be written that includes streams and wetlands delineated as part of this task. The CAR will include a mitigation plan for impacts to streams and wetlands along the trail alignment as described in Subsection 4.1.
- Photograph wetlands, streams, and buffers in the study area, as necessary, to document existing environmental conditions.

Assumptions

- Two (2) Parametrix wetland biologists will need one (1) day to conduct a stream and wetland delineation.

- The City will procure right-of-entry documentation for all non-County owned land or right-of-way areas prior to field work.
- The scope assumes one review of the draft CAR by the City and County.
- Per Subsection 4.1, Parametrix will prepare a Final Mitigation Plan building upon the conceptual mitigation plan discussed in the 2017 Sensitive Areas Report for the Covington Creek Culvert Replacement (SAR) and the final project design.

Deliverables

The deliverables for this subtask consist of the following:

- Draft and final King County CAR with conceptual mitigation plan for impacts within King County jurisdiction.

Subtask 3.7 Monitoring Plan

Approach

If required by WDFW and/or the Army Corps, Parametrix will prepare a monitoring plan. The scope and nature of such a plan will not be known unless and until it is requested. Plan development will entail coordination with the regulatory agencies to define goals and objectives, development of performance standards and methods for ensuring that the goals and objectives are met, and establishment of a monitoring and reporting schedule.

Assumptions

- Monitoring may be required for the following project elements: (1) channel gradient through the project area, (2) substrate conditions in the project area, (3) persistence of large woody material installations, (4) fish use of large woody debris installations, and (5) condition of riparian habitat plantings.
- The area to be monitored will consist of the project footprint for the restored stream channel and new streambed substrates.
- Monitoring and reporting will be performed under a separate scope of work.

Deliverables

The deliverables for this subtask consist of the following:

- Draft and final Stream Habitat Monitoring Plan.

Task 4 – Design Confirmation

Parametrix will review the plans previously submitted to confirm the requirements that are necessary to comply with permitting requirements and to meet current design guidelines. Parametrix will review and update preliminary footprint based on roadway design and bridge staging concept and assess impacts to utilities. Parametrix will then provide bridge geometry to Sargent and p~~Preliminary bridge plans will be prepared by Sargent, and impacts to utilities will be assessed. Parametrix will also work with the City to determine how to stage the construction of the bridge including temporary impacts to traffic.~~

Approach

The Preliminary Plans are anticipated to include the following sheets:

• Cover and Legend	2 sheets <u>(Complete)</u>
• Survey Control and Right-of-Way	1 sheet <u>(Complete)</u>
• Demolition and Temporary Erosion and Sediment Control (TESC) Plans	1 sheet <u>(Complete)</u>
• TESC Details	1 sheet <u>(Complete)</u>
• Road Sections	1 sheet <u>(Complete)</u>
• <u>Roadway Plan and Profile</u>	<u>24 sheets (Complete)</u>
• <u>Bridge Plan and Elevation and Wingwall Profiles</u>	<u>2 sheets (Complete)</u>
• Stream Plan and Profile <u>and Stream Sections and Details</u>	1 sheet <u>(Complete)</u>
• Stream Sections and Details	1 sheet
• Preliminary Staging <u>Traffic Control</u> Plans	3 sheets
• <u>Preliminary Bridge Plan (Sargent)</u>	<u>3 sheets</u>
Total:	<u>175</u> sheets

Parametrix and Sargent will ~~prepare an updated~~ update the preliminary Opinion of Cost for review by the City.

Parametrix will verify the stream survey and hydrologic, hydraulic, and scour analyses. The letter may be updated based on our review and will state the results of the analysis and recommended minimum hydraulic opening that the bridge will need to span. The letter will also propose an amount of large woody material for agency review and comment.

Parametrix will assess potential impacts to utilities and will work with City staff and utility companies to assess relocation needs. Parametrix will coordinate with King County Wastewater Treatment Division for sewer impacts.

Parametrix will assess constructability of the new bridge and will prepare staging plans to understand temporary impacts and work that will be necessary for construction of the bridge and removal of the culverts. The design assumes that 224th Avenue SE will remain open during construction using temporary bridge staging. ~~will be closed during construction.~~

Assumptions

- This task includes the review and minor update of deliverables provided to the City under a previous contract. No additional deliverables will be provided.
- At this stage, the project plans will note that utilities are to be done “By Others.” Parametrix assumes that the utility companies will be able to construct their installations between the girders of the proposed bridge superstructure.
- A tree preservation plan is not included in this scope of services.

Deliverables

The deliverables for this task consist of the following:

- Revised cover letter and hydraulic culvert sizing calculations in PDF format, if applicable.
- Updated Preliminary plans in PDF format.
- Updated preliminary Opinion of Cost in MS Excel format.

Task 5 – Final Design

Parametrix will complete the stream and roadway design and prepare plans, contract specifications, and Opinion of Cost for the project. Sargent Engineers (see attached proposal) will complete structural design and plans for the bridge and associated retaining walls. The plans and contract specifications will be prepared in accordance with the City's legal boilerplate and 2021 WSDOT *Standard Specifications for Road, Bridge, and Municipal Construction*. Parametrix will prepare final design plans that incorporate permit agency review comments to the stream design (such as streambed material and large woody debris).

Approach

Final plans are anticipated to include the following sheets:

- | | |
|---|-----------|
| • Cover and Legend | 2 sheets |
| • Survey Control and Right-of-Way | 1 sheet |
| • Demolition and TESC Plans | 2 sheets |
| • TESC Details | 1 sheet |
| • Road Sections | 1 sheet |
| • Roadway Plan and Profile | 2 sheets |
| • <u>Structural Plans (Sargent)</u> | 13 sheets |
| • <u>Bridge Staging Plans (Sargent)</u> | 3 sheets |
| • Stream Plan, Profile, Sections Details | 3 sheets |
| • Final Mitigation Plan | 2 sheets |
| • Landscape Plans <u>and Details</u> | 2 sheets |
| • <u>Bridge Staging</u> Traffic Control Plans | 3 sheets |
| • <u>Details</u> | 2 sheets |

Total: 3734 sheets

Sargent will provide final structural calculations and bridge load rating for the new bridge. Sargent will provide final bridge staging plans.

Parametrix will prepare traffic control plans to maintain traffic by a temporary bridge staged within the footprint of the permanent bridge.

Parametrix will design details and stability/buoyancy calculations for Large Woody Debris to be included in the final design plans. Design calculations will be included in a final hydraulic design technical memorandum.

Parametrix will refine the Opinion of Cost for consistency with the final plans.

Parametrix will prepare a Stormwater Site Plan for the project.

Parametrix will incorporate the City's legal boilerplate and Public Works Contract into the contract specifications, including a Schedule of Prices based on the Bid Item List and special technical provisions as appropriate.

Assumptions

- The City will deliver the most recent legal boilerplate and Public Works Contract to Parametrix for incorporation into the contract specifications.
- Contract specifications including technical special provisions shall be based on the WSDOT Standard Specifications.
- The work included in the final design task assumes that the work required by WDFW will be limited to the area currently occupied by the existing culverts that are being replaced. Additional restoration requirements beyond the limits of the existing culverts may require additional funds to complete.
- No landscape or wetland mitigation plans, other than those required to restore the stream channel within the area of disturbance beneath the new bridge, are included in this scope of services. Regulatory or other requirements that require "off-site" mitigation will require a supplement.
- No permanent stormwater mitigation facilities are required for detention/retention and/or water quality treatment.
- The Bridge design will be based on the current WSDOT Bridge Design Manual and AASHTO LRFD Bridge Design Specifications.

Deliverables

The deliverables for this task consist of the following:

- Final plans in PDF format.
- Stormwater Site Plan in PDF format.
- Final contract specifications in PDF format.
- Final Opinion of Cost in MS Excel format.

Task 6 – Construction Support

Parametrix and Sargent Engineers will provide services during the advertisement period and during construction up to the budget amount included in the contract.

Approach

Services during the advertisement period and during construction are undefined but may include the following:

- Bid addenda.
- Responses to Requests for Information (RFIs).
- Structural submittal reviews will be provided by Sargent Engineers.
- On-site Structural Meetings and Observation.

Assumptions

- The services are undefined and will be as approved by City Staff up to the task budget amount.
- Deliverables will be in electronic format.

Deliverables

The deliverables for this task consist of the following:

- Bid addenda and submittal responses in PDF format.

Exhibit B

City of Black Diamond
Covington Creek Culverts Replacement
Budget Estimate - Amendment for Final Contract Documents

Exhibit B

City of Black Diamond

Covington Creek Culverts Replacement

Budget Estimate - Amendment for Final Contract Documents

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Subconsultants	Original	Total	Amended
Associated Earth Sciences Inc	\$2,100.00	\$2,100.00	\$0.00
Sargent Engineers Inc	\$83,099.10	\$118,601.70	\$35,502.60
Willamette Cultural Resource	\$5,108.25	\$5,108.25	\$0.00
Subconsultants Total:	\$90,307.35	\$125,809.95	\$35,502.60

Note: A 5% markup is added to subconsultant fees to cover administrative costs and B&O taxes.

Other Direct Expenses	Original	Total	Amended
Other Direct Costs	\$3,500.65	\$3,500.65	\$0.00
Other Direct Expenses Total:	\$3,500.65	\$3,500.65	\$0.00

Budget Total	\$346,228.00	\$540,591.85	\$194,363.85
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October 5, 2023 Council Report

Council Member Debbie Page Position #7 (submitted 9/27 to meet deadline)

Since the last council meeting I attended the Planning & Community Development Committee meeting - Council Member Mulvihill gave that report orally at the 9/21 council meeting.

Attended a community meeting hosted by MDRT Director Williamson for the local business community regarding the roundabout project on SR 169 that kicked off last week. Director Williamson also gave this presentation on the 9/21 council meeting and you can hear that update about 80 minutes into the meeting - and you can find the [recording here](#) - thank you to the City for this outreach to the business community.

I met with the Children's Services Librarian and the Information Services Manager at Black Diamond Library to discuss community connections and outreach for the community including children, teens and adults. During that conversation we identified 7 possible community partners to engage with regarding programing and I have started making introductions for the team at Black Diamond Library to follow up and explore possibilities.

If you are interested in library programming for your self or family you can follow the Black Diamond Library on Facebook at [@blackdiamondlibrary](#)

On 9/26 I attended the Mountain View Board of Fire Commissioners meeting where the discussion included reviews of calls, IT initiatives to serve the communities of Mountain View Fire and Rescue and Chief Judkins reviewed the presentation for the Commissioners that she gave on 9/21 for City Council. There was a well rounded conversation about next steps on the path to level of service, Station 99, and staffing. During that meeting we discussed having the annual joint meeting of the Board of Fire Commissioners and City Council and I have reached out to the City Clerk and Mayor to coordinate with the Board of Commissioners this meeting that is included in the Interlocal Agreement.

From: [Brad Douglass](#)
To: [Brenda Martinez](#)
Cc: [Debbie Page](#); [Nathan Jones](#)
Subject: Public Works Committee Meeting (9/26) Summary
Date: Wednesday, September 27, 2023 11:54:02 AM

Hi Brenda,

Below is our Public Works Committee Meeting summary for inclusion in the 10/5 Council Meeting packet.

Let us know if any questions. Thank you.

Cheers,
Brad

Public Works Committee Meeting (9/26) Report

1. Covington Creek Culvert Project Design (Parametrix)

Dir. Hanis to report to full Council, especially regarding how this imminent project will help relieve traffic pressure as roundabout construction commences on SR 169.

2. SR 169 Fish Passage Project Consulting (Parametrix)

Dir. Hanis to report to full Council regarding Parametrix contract structure and work approvals.

3. Caution Sign Coming to Lake Sawyer Boat Ramp

Due to low water levels and lake bed erosion there is a drop-off at the end of the boat ramp. Signage to indicate caution will be erected while a plan is established to repair.

—
Brad Douglass
Black Diamond City Council
+1.310.309.7238

Brenda Martinez

From: Kristiana De Leon
Sent: Thursday, September 28, 2023 3:19 PM
To: Brenda Martinez
Subject: Council report

Hi Brenda!

I'll try to get in the rhythm of adding my council reports in advance (lots can happen even in that week interim!) but some highlights that come to mind:

- I attended the in-person kickoff meeting for the school year with Enumclaw Youth Empowered that covered Guiding Good Choices (classes coming up again for October 10th), Healing of the Canoe, youth prevention clubs, and more
- Relatedly, there is a survey for all who live in Enumclaw SD boundaries to fill out (takes 5-7 minutes) that can help stakeholders figure out next steps for addressing youth mental health and substance abuse in our community.

<https://www.surveymonkey.com/r/KIENEN2023>

- I attended the finance committee and will have attended public safety by the next council meeting

- I attended the RLSJC committee meeting with the Sound Cities Association

- Lake Sawyer Parks Foundation is planning to also be at the Trick or Trot trail run on October 14th put on by BDPD on October 14 so stop by and say hi!

Kristiana de Leon

[She/her](#)

Councilmember for the City of Black Diamond, Position 5
(253) 709-9557