CITY OF BLACK DIAMOND

February 4, 2021 Regular Business Meeting Agenda

THIS IS OFFERED AS A ZOOM MEETING ONLY.
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 (phone in only)

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

AGENDA REVIEW AND APPROVAL:

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

1) **AB21-005 –** Confirming the Mayor's Appointment of Crystal Perez to Planning Commission Position #3 — Mayor Benson
2) **AB21-006 –** Confirming the Mayor's Appointment of Felicia Wheatfall to Planning Commission Position #5 — Mayor Benson
3) **AB21-007** – Resolution Approving Agreement with Seattle-King County Department of Health for the 2021-2022 Recycling Events — Mr. Boettcher

CONSENT AGENDA:

4) **Claim Checks –** February 4, 2021 Check No. 49623 through 49667 (voids 49500, 49606) in the amount of $301,115.48
5) **Minutes –** Council Meeting of January 21, 2021

PUBLIC COMMENTS: Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. Please use the "raise your hand" feature and once recognized by the Chair you may unmute and state your name and city for the record. Please limit your comments to 3 minutes. For those dialing in please press *9 to raise your hand and *6 to unmute yourself.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

6) **AB21-004A** – Resolution Adopting the Stormwater Management Program Plan 2021 Update — Mr. Hanis

NEW BUSINESS:

7) AB21-008 – Consideration and Possible Action of Resolution Supporting the Puget Sound Regional Council (PSRC) Vision 2040 Plan, Regional Growth Strategy, and Adopted Growth Targets, and Requesting Full Certification of the City's Comprehensive Plan by PSRC Mr. Linehan

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

- Councilmember O'Donnell
- Councilmember Paige
- Councilmember Deady
- Councilmember Oglesbee
- Councilmember Wisnoski
- Councilmember Stout
- Councilmember de Leon

ATTORNEY REPORT:

EXECUTIVE SESSION:

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:	**Agenda Date: February 4, 2021**		**AB21-005**
Confirming the Mayor's appointment of Crystal Perez to Position #3 of the Black Diamond Planning Commission		Mayor Carol Benson	**X**
		City Administrator	
		City Attorney David Linehan	
		City Clerk – Brenda L. Martinez	
		Com Dev/Nat Res –	
		Finance – May Miller	
		MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): $		Police – Chief Kiblinger	
Fund Source: --		Public Works – Seth Boettcher	
Timeline:		Court – Stephanie Metcalf	

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

Attachments:

SUMMARY STATEMENT:

Late last year staff advertised for two vacancies on the Planning Commission and the City received five applications. Interviews were conducted by the Mayor and Community Development Director with all five applicants and the Mayor is seeking Council confirmation of her appointment of Crystal Perez to the City of Black Diamond's Planning Commission Position #3; term ending on December 31, 2024.

FISCAL NOTE (Finance Department): N/A

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to confirm the Mayor's appointment of Crystal Perez to Position #3 of the Black Diamond Planning Commission; term ending on December 31, 2024.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
February 4, 2021		

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:	**Agenda Date: February 4, 2021**		**AB21-006**
Confirming the Mayor's appointment of Felicia Wheatfall to Position #5 of the Black Diamond Planning Commission		Mayor Carol Benson	**X**
		City Administrator	
		City Attorney David Linehan	
		City Clerk – Brenda L. Martinez	
		Com Dev/Nat Res –	
		Finance – May Miller	
		MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): $		Police – Chief Kiblinger	
Fund Source: --		Public Works – Seth Boettcher	
Timeline:		Court – Stephanie Metcalf	

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

Attachments:

SUMMARY STATEMENT:

Late last year staff advertised for two vacancies on the Planning Commission and the City received five applications. Interviews were conducted by the Mayor and Community Development Director with all five applicants and Mayor Benson is seeking Council confirmation of her appointment of Felicia Wheatfall to the City of Black Diamond's Planning Commission Position #5; term ending on December 31, 2024.

FISCAL NOTE (Finance Department): N/A

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to confirm the Mayor's appointment of Felicia Wheatfall to Position #5 of the Black Diamond Planning Commission; term ending on December 31, 2024.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
February 4, 2021		

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: **Resolution authorizing the Mayor to execute a grant agreement with Seattle-King County Department of Public Health to fund the 2021-2022 household hazardous waste collection and recycling events**	**Agenda Date: February 4, 2021**		**AB21-007**
		Mayor Carol Benson	
		City Administrator	
		City Attorney David Linehan	
		City Clerk – Brenda L. Martinez	
		Com Dev – Mona Davis	
		Finance – May Miller	
		MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): $12,992.11		Police – Chief Kiblinger	
Fund Source: Seattle-King County PHSKC Grant		Public Works – Seth Boettcher	**X**
Timeline: 2021-2022		Court – Stephanie Metcalf	

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

Attachments: Resolution; Grant Agreement

SUMMARY STATEMENT:

This grant agreement from Seattle-King County Department of Public Health is for the City's four planned household hazardous waste collection and recycling events (two in 2021, two in 2022). The City has been combining with Maple Valley for these events and will continue to do so.

The City accepted grant funds on December 17, 2020 (Resolution 20-1400) from King County Solid Waste to assist with these events.

FISCAL NOTE (Finance Department): The recycle Grant Revenue has been included in the 2021 Budget.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

Public Works Committee recommends forwarding to Council for their consideration and placing on consent agenda.

RECOMMENDED ACTION: **MOTION to adopt Resolution 21-1405 authorizing the Mayor to execute a grant agreement with Seattle-King County Department of Public Health to fund the 2021-2022 household hazardous waste collection and recycling events.**

RECORD OF COUNCIL ACTION		
Meeting Date	***Action***	***Vote***
February 4, 2021		

RESOLUTION NO. 21-1405

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH TO FUND THE 2021-2022 HOUSEHOLD HAZARDOUS WASTE COLLECTION AND RECYCLING EVENTS

WHEREAS, the City has identified the need for household hazardous waste collection and recycling services with its 2021-2022 events; and

WHEREAS, the Seattle-King County Department of Public Health has offered a grant to support these events; and

WHEREAS, City residents will be able to use these events to dispose of many household hazardous waste items and recyclable materials;

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

Section 1. The City Council hereby accepts grant funding from Seattle-King County Department of Public Health in the amount of $12,992.11 to fund the 2021-2022 household hazardous waste collection and recycling events;

Section 2. The Mayor is hereby authorized to execute a grant agreement with Seattle-King County Department of Public Health to fund the 2021-2022 household hazardous waste collection and recycling events; substantially in the form attached hereto;

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF FEBRUARY, 2021.

CITY OF BLACK DIAMOND:

_____
Carol Benson, Mayor

Attest:

_____
Brenda L. Martinez, City Clerk

Public Health Seattle & King County	**COMMUNITY SERVICES AGREEMENT – OTHER GOVERNMENT**	**PHSKC Agreement #** 6121 EHS

This Agreement is between King County and the Recipient identified below. The County department overseeing the work to be performed in this Agreement is the Department of Public Health (PHSKC).

RECIPIENT NAME	**RECIPIENT FEDERAL TAX ID #**
City of Black Diamond	91-6016204
RECIPIENT ADDRESS	**RECIPIENT CONTACT & EMAIL ADDRESS**
PO Box 599, Black Diamond, WA 98010	Scott Hanis; shanis@blackdiamondwa.gov

PHSKC DIVISION	**PROJECT TITLE**
EHS	Local Hazardous Waste Management Program

AGREEMENT START DATE	**AGREEMENT END DATE**	**AGREEMENT MAXIMUM AMOUNT**
January 01, 2021	December 31, 2022	$12,992.11

FUNDING DETAILS

Funding Source	PHSKC Contract #	Amount	Effective Dates
King County Local Hazardous Waste Management Program	NA	$12,992.11	Jan 01 2021 TO Dec 31 2022

FUNDING SUMMARY FEDERAL: $0.00	COUNTY: $12,992.11	STATE: $0.00	OTHER: $0.00

IS THE RECIPIENT A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT? **No**

EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:
Exhibit A-Scope of Work; Exhibit B-Budget; Exhibit C-Invoice template.

In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the Recipient shall provide services and comply with the requirements set forth in this Agreement. The parties signing below represent that they have read and understand this Agreement, and have the authority to execute this Agreement. Furthermore, in addition to agreeing to the terms and conditions provided herein, by signing this Agreement, the Recipient certifies that it has read and understands the Agreement requirements on the PHSKC website (http://www.kingcounty.gov/health/contracts), and agrees to comply with all of the Agreement terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.

RECIPIENT SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
PHSKC SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

Approved as to Form: OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY
(This form is available in alternate formats for people with disabilities upon request.)

KING COUNTY TERMS AND CONDITIONS

1. Agreement Term and Termination

A. This Agreement shall commence on the Agreement Start Date and shall terminate on the Agreement End Date as specified on page 1 of this Agreement, unless extended or terminated earlier, pursuant to the terms and conditions of the Agreement.

B. This Agreement may be terminated by the County or the Recipient without cause, in whole or in part, prior to the Agreement End Date, by providing the other party thirty (30) days advance written notice of the termination. The Agreement may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection 1.A. above, by providing the Recipient thirty (30) days advance written notice of the suspension.

C. The County may terminate or suspend this Agreement, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Recipient materially breaches any duty, obligation, or service required pursuant to this Agreement, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Agreement is terminated by the County pursuant to this Subsection 1.C. (1), the Recipient shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Recipient by the County.

D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon written notification to the Recipient, terminate or suspend this Agreement in whole or in part.

If the Agreement is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination or suspension; and (2) in the case of termination the Recipient shall be released from any obligation to provide such further services pursuant to the Agreement ; and (3) in the case of suspension the Recipient shall be released from any obligation to provide services during the period of suspension and until such time as the County provides written authorization to resume services..

Funding or obligation under this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Agreement. Should such appropriation not be approved, this Agreement will terminate at the close of the current appropriation year.

E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

2. Compensation and Method of Payment

A. The County shall reimburse the Recipient for satisfactory completion of the services and requirements specified in this Agreement, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, which complies with the attached Budget Exhibit.

B. The Recipient shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 60 working days after the close of each indicated reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.

C. The Recipient shall submit its final invoice and all outstanding reports within 90 days of the date this Agreement terminates. If the Recipient's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Recipient of the amounts set forth in said invoice or any subsequent invoice.

D. If the signature date of this Agreement occurs after the Start Date listed on page 1, the Recipient may seek compensation for activities performed as of the Start Date, provided that such activities and expenses are identified in the Scope of Work and Budget and that such compensation is compliant with all other terms of this Agreement.

E. When a budget is attached hereto as an exhibit, the Recipient shall apply the funds received from the County under this Agreement in accordance with said budget. The Agreement may contain separate budgets for separate program components. The Recipient shall request prior approval from the County for an amendment to this Agreement when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Agreement amount in any Agreement budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.

F. Should, in the sole discretion of the County, the Recipient not timely expend funds allocated under this Agreement, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Agreement. The County may unilaterally make changes to the funding source without the need for an amendment. The Recipient shall be notified in writing of any changes in the fund source or the recapturing or reprograming of under expenditures.

G. If travel costs are contained in the attached budget, reimbursement of Recipient travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.

1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Recipient does not request government rates, the Recipient shall be personally responsible for the difference. Please reference the federal web site for current rates: http://www.gsa.gov.

2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference http://www.gsa.gov for the current host city per diem rates.

3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Recipient shall always request government rates.

4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

3. Internal Control and Accounting System

The Recipient shall establish and maintain a system of accounting and internal controls which complies with applicable generally accepted government accounting standards (GAGAS).

4. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Recipient, by signature to this Agreement, certifies that the Recipient is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Recipient also agrees that it will not enter into a sub-agreement with a Recipient that is debarred, suspended, or proposed for debarment. The Recipient agrees to notify King County in the event it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

5. Maintenance of Records/Evaluations and Inspections

A. The Recipient shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.

B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Recipient shall maintain the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Agreement; and

2. Records, including written quotes, bids, estimates or proposals submitted to the Recipient by all businesses seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Agreement, including employment records.

The County may visit the site of the work and the Recipient's office to review the foregoing records. The Recipient shall provide every assistance requested by the County during such visits. In all other respects, the Recipient shall make the foregoing records available to the County for inspection and copying upon request. If this Agreement involves federal funds, the Recipient shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreement documents.

C. Except as provided in Section 6 of this Agreement, the records listed in A and B above shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.

D. Medical records shall be maintained and preserved by the Recipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.

E. The Recipient agrees to cooperate with the County or its agent in the evaluation of the Recipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.

F. The Recipient agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

6. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Recipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Recipient shall read and certify compliance with all HIPAA requirements at http://www.kingcounty.gov/healthservices/health/partnerships/contracts

7. Audits

A. If the Recipient is a municipal entity or other government institution or jurisdiction, it shall notify the County in writing within 30 days of when its annual report of examination/audit, conducted by the Washington State Auditor, has been completed.

B. Additional audit or review requirements which may be imposed on the County will be passed on to the Recipient and the Recipient will be required to comply with any such requirements.

8. Corrective Action

If the County determines that a breach of Agreement has occurred, that is, the Recipient has failed to comply with any terms or conditions of this Agreement or the Recipient has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

A. The County will notify the Recipient in writing of the nature of the breach;

The Recipient shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Agreement into compliance, which date shall not be more than ten (10) days from the date of the Recipient's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

B. The County will notify the Recipient in writing of the County's determination as to the sufficiency of the Recipient's corrective action plan. The determination of sufficiency of the Recipient's corrective action plan shall be at the sole discretion of the County;

C. In the event that the Recipient does not respond within the appropriate time with a corrective action plan, or the Recipient's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Agreement in whole or in part pursuant to Section 1.C.;

D. In addition, the County may withhold any payment owed the Recipient or prohibit the Recipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

9. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

10. Hold Harmless and Indemnification

A. In providing services under this Agreement, the Recipient is an independent contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the County for any purpose. The Recipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Recipient, its employees, subcontractors and/or others by reason of this Agreement. The Recipient shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or

losses whatsoever occurring or resulting from (1) the Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Recipient of work, services, materials, or supplies by Recipient employees or other suppliers in connection with or support of the performance of this Agreement.

B. The Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Recipient, its officers, employees, agents, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Term and Termination section.

C. The Recipient shall defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Recipient, its officers, employees, sub-awardees and/or agents in its performance or non-performance of its obligations under this Agreement. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Recipient.

D. The County shall defend, indemnify, and hold harmless the Recipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, or agents in its performance or non-performance of its obligations under this Agreement. In the event the Recipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

11. Insurance Requirements

By the date of execution of this Agreement, the Recipient shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Recipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Recipient or sub-awardee. The Recipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Agreement. The Recipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Recipient, its agents, employees, officers, sub-awardee, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement. Specific coverages and requirements are at http://www.kingcounty.gov/healthservices/health/partnerships/contracts; Recipients shall read and provide required insurance documentation prior to the signing of this Agreement.

12. Assignment/Sub-agreements

A. The Recipient shall not assign or sub-award any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County.

Said consent must be sought in writing by the Recipient not less than fifteen (15) days prior to the date of any proposed assignment.

B. "Sub-agreement" shall mean any agreement between the Recipient and a sub-awardee or between sub-awardees that is based on this Agreement, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Agreement, or (2) supplies.

C. The Recipient shall include Sections 2.E., 2.G., 3, 4, 5, 6, 10.A., 10.B., 10.G., 12, 13, 14, 15, 16, 17, 23, 24, 27, and the Funder's Special Terms and Conditions, if attached, in every sub-agreement that relates to the subject matter of this Agreement.

D. The Recipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Agreement:

"Sub-awardee shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of sub-awardee, its officers, employees, and/or agents in connection with or in support of this Agreement. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this Agreement and shall have the right to bring an action against sub-awardee to enforce the provisions of this paragraph."

13. Nondiscrimination and Equal Employment Opportunity

The Recipient shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

During performance of the Agreement, the Recipient agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Recipient will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at http://www.kingcounty.gov/healthservices/health/partnerships/contracts; Recipients shall read and certify compliance.

14. Conflict of Interest

A. The Recipient agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Agreement, and may result in termination of this Agreement pursuant to Section II and subject the Recipient to the remedies stated therein, or otherwise available to the County at law or in equity.

B. The Recipient agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Recipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current Agreements with the county will be cancelled and it shall not be able to bid on any county Agreement for a period of two years.

C. The Recipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Recipient shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Agreement. Failure to identify current or former County

employees involved in this transaction may result in the County's denying or terminating this Agreement. After Agreement award, the Recipient is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

15. Equipment Purchase, Maintenance, and Ownership

A. The Recipient agrees that any equipment purchased, in whole or in part, with Agreement funds at a cost of $5,000 per item or more, when the purchase of such equipment is reimbursable as an Agreement budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Recipient shall be responsible for all such property, including the proper care and maintenance of the equipment.

B. The Recipient shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Agreement unless otherwise agreed upon by the parties.

16. Proprietary Rights

The parties to this Agreement hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the party that produces such material or article. If any patentable or copyrightable material or article should result from the work described herein and is jointly produced by both parties, all rights accruing from such material or article shall be owned in accordance with US Patent Law. Each party agrees to and does hereby grant to the other party, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient which are modified for use in the performance of this Agreement.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient that are not modified for use in the performance of this Agreement.

17. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

18. King County Recycled Product Procurement Policy

In accordance with King County Code 18.20, the Recipient shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

19. Future Support

The County makes no commitment to support the services awarded for herein and assumes no obligation for future support of the activity awarded herein except as expressly set forth in this Agreement.

20. Entire Agreement/Waiver of Default

The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement

unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

21. Amendments

Either party may request changes to this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement. Changes to the County's Agreement numbering system or fund source may be made unilaterally by the County and without the need for amendment of this Agreement. The Recipient shall be notified in writing of any changes in the Agreement number or fund source assigned by the County; provided, however, that the total compensation allocated by the County through this Agreement does not change.

22. Notices

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Recipient and the project representative of the County department specified on page one of this Agreement. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

23. Services Provided in Accordance with Law and Rule and Regulation

The Recipient and any sub-awardee agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Agreement, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Agreement, the language in the Agreement shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

24. Applicable Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

25. Electronic Processing and Signatures

The parties agree that this Agreement may be processed and signed electronically, which if done so, will be subject to additional terms and conditions found at https://www.docusign.com/company/terms-of-use.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

The parties executing this Agreement electronically have authority to sign and bind its represented party to this Agreement.

26. Counterparts and Signatures by Fax or Email

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. Further, upon executing this Agreement, either party may deliver the signature page to the other by fax or email and that signature shall have the same force and effect as if the Agreement bearing the original signature was received in person.

27. No Third Party Beneficiaries

Except for the parties to whom this Agreement is assigned in compliance with the terms of this Agreement, there are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

END OF COUNTY TERMS AND CONDITIONS

Agreement # 6121 EHS
EXHIBIT A
SCOPE OF WORK
CITY OF BLACK DIAMOND
1/1/2021-12/31/2022

Background

The Local Hazardous Waste Management Plan (hereafter referred to as the "Plan") as updated in 1997 and 2010, was adopted by the partner agencies (the King County Solid Waste Division, Seattle Public Utilities, King County Water and Land Resources Division, and the Seattle-King County Department of Public Health) and the cities located in King County. The Washington State Department of Ecology in accordance with RCW 70.105.220 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the "Program").

The purpose of this Exhibit is to define the relationship associated with the Program's funding of City activities performed under the auspices of the Plan and as approved by the Program's Management Coordination Committee (hereinafter referred to as the "MCC"). This Agreement further defines the responsibilities of the City and the Seattle-King County Department of Public Health with respect to the transfer of Program monies.

Scope of Work

The City of Black Diamond with the City of Maple Valley will organize four citywide household hazardous waste collection and recycling events. At these events the following materials will be collected and recycled: batteries, CFC appliances and other hazardous materials if determined to be appropriate by the City and the Program's Contract Administrator.

If an event occurs outside of the City's control that prevents a hazardous waste collection event from occurring, the City will notify the Program's Contract Administrator. Upon agreement by both parties, the City may opt to provide hazardous waste education instead of the collection event.

Responsibilities of the Parties

The City

1. The City shall develop and submit project proposals and budget requests to the Program's Contract Administrator. Funds provided to the City by the Program pursuant to this Agreement shall be used to implement hazardous waste programs and/or services as approved by the MCC.

2. The City shall submit timely reimbursement requests as negotiated with the Contract Administrator. For reimbursement, the City shall submit the following to the Contract Administrator:

    a) An invoice (see Exhibit C). Invoices should be sent to the Contract Administrator for approval and payment.

b) A brief description of activity accomplished and funds expended in accordance with the scope of work.

c) Copies of invoices for expenditures or a financial statement prepared by the City's finance department. The financial statement should include vendor names, a description of services provided, date paid and a check or warrant number.

d) A legible copy of the Hazardous Waste Manifest.

3. The City shall submit to the Contract Administrator no later than December 5th of each year a final invoice or estimate for activities completed in that calendar year.

4. It is the responsibility of the City to comply with all applicable county, state and/or federal reporting requirements with respect to the collection and transfer of moderate risk wastes. The City shall report to the Contract Administrator the quantity, by type, of moderate risk waste collected using Program funds. The City shall also provide the Contract Administrator with copies of EPA's Non-Hazardous Waste Manifest or similar form, associated with the transport of moderate risk waste collected through Program-funded events.

5. The City is solely responsible for any and all spills, leaks or other emergencies arising at the facilities associated with the City's events or in any other way associated with activities conducted within the scope of this Agreement. In the event of a spill or other emergency, the City is responsible for complying with all applicable laws and regulations.

6. The City agrees to appropriately acknowledge the Program in all media produced – in part or in whole – with Program funds. Where feasible, the City will use the Program's logo. The intent of this provision is to further strengthen this regional partnership in the public's mind.

7. The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.

8. This project shall be administered by Scott Hanis at the City of Black Diamond, PO Box 599, Black Diamond, WA 98010, (shanis@blackdiamondwa.gov or (360) 851-4446) or his designee.

9. Questions or concerns regarding any issue associated with this Exhibit that cannot be handled by the Contract Administrator should be referred to the LHWMP Program Director for resolution.

Seattle-King County Department of Public Health

1. The Seattle-King County Department of Public Health shall administer, via the attached Agreement, the transfer of Program funds to the City for hazardous waste management events and activities.

2. Within ten (10) working days of receiving a request for reimbursement from the City, the Contract Administrator shall either notify the City of any exceptions to the request which

have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The Contract Director will not authorize payment for activities and/or expenditures that are not included in the scope of work, unless the scope has been amended. The Contract Administrator retains the right to withhold all or partial payment if the City's invoices are incomplete (e.g. they do not include proper documentation of expenditures for which reimbursement is being requested) or are not consistent with the submitted scope of work.

Program Contacts

Lynda Ransley
LHWMP Program Director
201 S Jackson St, Ste. 600
Seattle, WA 98104
206-263-8241
lynda.ransley@kingcounty.gov

Joy Carpine-Cazzanti
LHWMP Contract Administrator
401 Fifth Avenue, Suite 1100
Seattle, WA 98104
206-263-0365
jcarpine@kingcounty.gov

Agreement # 6121 EHS
EXHIBIT B

2021-2022 BUDGET

LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

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

Component Description	2021-22 Budget	Total
Household Hazardous Waste Activities	$12,992.11	**$12,992.11**
TOTAL	$12,992.11	**$12,992.11**

Footnote: The 2021-2022 budget can be partly or totally spent in either 2021 and/or 2022 but cannot exceed the budget total in these two years.

Public Health
Seattle & King County

INVOICE

Agreement # 6121 EHS
Exhibit C
Period of Performance: 1/1/21-12/31/22

City of Black Diamond
PO Box 599
Black Diamond WA 98010
Invoice Processing Contact: Scott Hanis
(360) 886-5700
shanis@blackdiamondwa.gov

Submit signed invoice to:
Joy Carpine-Cazzanti
Local Hazardous Waste Management Program
Public Health - Seattle & King County
401 5th Ave., Suite 1100
Seattle, WA 98104
jcarpine@kingcounty.gov

ALL FIELDS MUST BE COMPLETED FOR PROMPT PAYMENT PROCESSING

King County Accounts Payable Information	
Purchase Order #	
Supplier Name	City of Black Diamond
Supplier #	1423
Supplier Pay Site	Black Diamond
Remit to Address	PO Box 599
	Black Diamond WA 98010
Invoice Date	
Invoice #	
Amount to be Paid	
PH Program name/phone	Kristin Painter (206) 477-5470

Invoice for services rendered under this Agreement for the period of:

Start Date	**End Date**

MM/DD/YY

Project	Organization	Expend Acct	Task	CPA	Amount
1114016	860000	53105	001		

Attach sheet for multiple POETAs

Expenditure Item	**2021-22 Budget**	**Previously Billed**	**Current**	**Cumulative**	**Balance**
HHW Collection	$12,992.11				$12,992.11
Total	**$12,992.11**				**$12,992.11**

Materials and quantities collected:

Gallons of motor oil	
Number of motor oil filters	
Gallons of mixed fuel	
Gallons of antifreeze	
Pounds of lead acid batteries	
Pounds of dry batteries	
Number of CFC aplliances	
Other (please specify)	

I, the undersigned, do hereby certify under the laws of the State of Washington penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Recipient Signed Date

PH Authorization / Approval Date

Print Name

INVOICE DETAIL

Salaries & Wages- List by Employee	Hours	Rate of Pay/ Hr	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
Subtotal			$ -	$ -	$ -	$ -	$ -

Fringe Benefits	Base	Rate	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
Subtotal			$ -	$ -	$ -	$ -	$ -

Consultant Costs- Itemize by consultant below	Unit of measure	Rate	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
			$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -
Subtotal			$ -	$ -	$ -	$ -	$ -

Supplies- Please detail below	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
Subtotal	$ -	$ -	$ -	$ -	$ -

Travel				Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
In State Travel	**Total # of Miles**	**Rate**						
Out of State Travel	**# of People**	**Rate**						
Per Diem and Lodging	**# of People**	**# of Units**	**Unit Cost**					
Subtotal				$ -	$ -	$ -	$ -	$ -

Other Costs- Please detail below	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
Subtotal	$ -	$ -	$ -	$ -	$ -

Overhead Costs- Please detail below	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
		$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
Subtotal	$ -	$ -	$ -	$ -	$ -

	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
Direct Costs Total	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
Grand Total	$ -	$ -	$ -	$ -	$ -

Notes regarding this Invoice

CERTIFICATION

Date: **February 04, 2021 Council Meeting**

Check No.'s / EFT	Batch Name	Check / EFT Date	Amount
V49500	Early Void Batch	12/22/20	$ -150.00
49623		01/20/21	$ 150.00
V49606	2nd Early Void Batch	01/15/21	$ -790.00
49424		01/19/21	$ 2.50
49425		01/19/21	787.50
49626 - 49642	Early 6th December Batch	01/20/21	$ 267,490.52
49643	Early 3rd January Batch	01/21/21	$ 15,000.00
49644 - 49665	3rd January Batch	02/05/21	$ 14,589.73
49666 - 49667	1st February Batch	2/5/2021	$ 4,035.23
		TOTAL	**$ 301,115.48**

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

MAY MILLER, FINANCE DIRECTOR **CAROL BENSON, MAYOR**

DATE **DATE**

COUNCILMEMBERS: **DATE:**

Voucher Directory with Transaction Date

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
Emma Sternitzky			
49623	**12/21/2020**	**2020 - December - Early Void Batch for December 2020**	
R12212020 ES			
PD Traffic School Refund			
001-000-210-342-10-01-00		Police Traffic School Fee	$150.00
Reissue Check Lost In Mail			
Total R12212020 ES			**$150.00**
Total 49623			**$150.00**
V49500	**1/20/2021**	**2020 - December - Early Void Batch for December 2020**	
V12212020 ES			
Void - Check Lost in Mail			
001-000-210-342-10-01-00		Police Traffic School Fee	($150.00)
Total V12212020 ES			**($150.00)**
Total V49500			**($150.00)**
Total Emma Sternitzky			**$0.00**
Vendor Count 1		**Grand Total**	**$0.00**

Voucher Directory with Transaction Date

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
Foothills Village LLC			
49624	**1/14/2021**	**2020 - December - Early 2nd Void Batch**	
01142021 FV			
PW - Permit Refund			
401-000-400-369-91-00-10		PW-Permit Consultant Deposits	$2.50
PUB20-0022			
Total 01142021 FV			**$2.50**
Total 49624			**$2.50**
Total Foothills Village LLC			**$2.50**
Weston Butt			
49625	**1/12/2021**	**2020 - December - Early 2nd Void Batch**	
R 1122021 WB2			
Permit Refund			
401-000-400-369-91-00-10		PW-Permit Consultant Deposits	$787.50
PUB20-0048			
Total R 1122021 WB2			**$787.50**
Total 49625			**$787.50**
V49606	**1/12/2021**	**2020 - December - Early 2nd Void Batch**	
V 01122021 WB			
Reissue chk. for corrected amount			
401-000-400-369-91-00-10		PW-Permit Consultant Deposits	($2.50)
Wrong Vendor Name On Ck Request			
401-000-400-369-91-00-10		PW-Permit Consultant Deposits	($787.50)
Reissue Payment for Corrected Amount			
Total V 01122021 WB			**($790.00)**
Total V49606			**($790.00)**
Total Weston Butt			**($2.50)**

Vendor Count 2 **Grand Total $0.00**

Voucher Directory with Transaction Date

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
ADT Security Services (PA)			
49626	**12/13/2020**	**2020 - December - Early 6th December Batch**	
815259454 ADJ			
December 2020 Service			
001-000-270-576-80-49-02		Security	$0.60
001-000-280-536-20-49-02		Security	$1.20
101-000-000-543-50-49-03		Security	$6.60
401-000-000-534-80-49-07		Security	$7.20
407-000-000-535-80-49-05		Security	$7.20
410-000-000-531-10-49-04		Security	$7.20
Total 815259454 ADJ			**$30.00**
Total 49626			**$30.00**
Total ADT Security Services (PA)			**$30.00**
Blueline			
49627	**1/8/2021**	**2020 - December - Early 6th December Batch**	
20416			
December 2020 Service			
001-000-240-558-60-41-01		Prof Serv- Long Range Planning	$7,318.00
Comp Plan Amendments and Land Use			
Total 20416			**$7,318.00**
49627	**1/8/2021**	**2020 - December - Early 6th December Batch**	
20418			
December 2020 Seervice			
001-000-240-558-60-41-01		Prof Serv- Long Range Planning	$2,380.00
Park Program			
Total 20418			**$2,380.00**

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date / Name / Title	Fiscal Description	Void Amount
49627	**1/12/2021**	**2020 - December - Early 6th December Batch**	
20427			
December 2020 Service			
404-000-013-594-34-63-01		Morgan Cr S. Wtr Ln =Eng	$36,006.20
Total 20427			**$36,006.20**
Total 49627			**$45,704.20**
Total Blueline			**$45,704.20**
CenturyLink (WA)			
49628	**1/11/2021**	**2020 - December - Early 6th December Batch**	
01112021 CL			
December 2020 Service			
401-000-000-534-80-42-00		Telephone/DSL/Radios	$361.22
360-886-7235 830B: Water Reservoir			
407-000-000-535-80-42-00		Telephone/DSL/Radios	$63.22
360-886-2835 784B: Morganville Pump Station			
407-000-000-535-80-42-00		Telephone/DSL/Radios	$58.94
360-886-0474 006B: Ridge Sewer Pump Station			
407-000-000-535-80-42-00		Telephone/DSL/Radios	$57.84
360-886-0537 580B: Diamond Glen Sewer			
407-000-000-535-80-42-00		Telephone/DSL/Radios	$74.12
360-886-8146 712B: Old Lawson Pump Station			
Total 01112021 CL			**$615.34**
Total 49628			**$615.34**
Total CenturyLink (WA)			**$615.34**
CHS/Cenex			
49629	**12/31/2020**	**2020 - December - Early 6th December Batch**	
128275 12312020			
PD - December 2020 Fuel			
001-000-210-521-10-32-00		PD-Fuel	$2,173.71
Police			
Total 128275 12312020			**$2,173.71**
Total 49629			**$2,173.71**
Total CHS/Cenex			**$2,173.71**

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
City of Enumclaw			
49630	**12/31/2020**	**2020 - December - Early 6th December Batch**	
6014			
4th Qtr 2020 Service			
001-000-211-523-60-49-00		Jail Costs	$5,704.00
92 days (Guaranteed Bed)			
Total 6014			**$5,704.00**
Total 49630			**$5,704.00**
Total City of Enumclaw			**$5,704.00**
Elan City, Inc.			
49631	**8/31/2020**	**2020 - December - Early 6th December Batch**	
20-1664			
August 2020 Service			
001-000-210-594-21-64-05		Traffic Safety Equipment-Grant only	$5,454.00
Total 20-1664			**$5,454.00**
Total 49631			**$5,454.00**
Total Elan City, Inc.			**$5,454.00**
Enumclaw School District			
49632	**1/20/2021**	**2020 - December - Early 6th December Batch**	
01202021 ESD			
2020 Additional Due			
637-000-000-589-30-00-00		School Mitigation Fee disbursement	$176,176.00
Additional Due From Corrected Permits			
Total 01202021 ESD			**$176,176.00**
Total 49632			**$176,176.00**
Total Enumclaw School District			**$176,176.00**
King County Finance - I-Net			
49633	**12/31/2020**	**2020 - December - Early 6th December Batch**	
11009737			
December 2020 Service			
001-000-214-521-20-42-01		Police Comm KC I-Net	$375.00
PD INet			
001-000-248-518-20-42-00		MDRT Telephone costs	$150.00
MDRT INet			
001-000-254-518-20-42-00		Facilities-Telephones	$225.00

Vendor / Transaction Number	Invoice Date	Fiscal Description	Void Amount
Transaction Reference		Name	
Account Number		Title	
	CH/CD INet		
Total 11009737			**$750.00**
Total 49633			**$750.00**
Total King County Finance - I-Net			**$750.00**
Mayene Miller			
49634	**1/20/2021**	**2020 - December - Early 6th December Batch**	
01202021 MM			
2020 - AFLAC Flex Reimbursememt			
001-000-900-588-10-00-01		AWC Lia.Bld.Equip Ins /Flex Reimbs	$412.49
Total 01202021 MM			**$412.49**
Total 49634			**$412.49**
Total Mayene Miller			**$412.49**
McCarthy & Causseaux, P.S.			
49635	**12/31/2020**	**2020 - December - Early 6th December Batch**	
15			
December 2020 Service			
001-000-242-558-60-41-00		Prof Serv-Hearing Examiner	$1,646.70
	Tamerack/Integrity		
Total 15			**$1,646.70**
Total 49635			**$1,646.70**
Total McCarthy & Causseaux, P.S.			**$1,646.70**
Mountain View Fire & Rescue			
49636	**1/20/2021**	**2020 - December - Early 6th December Batch**	
20-1056			
December 2020 Service			
001-000-240-558-51-41-04		Fire Inspection & Plan Check	$953.28
Total 20-1056			**$953.28**
Total 49636			**$953.28**
Total Mountain View Fire & Rescue			**$953.28**

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
Office Products Nationwide			
49637	**12/9/2020**	**2020 - December - Early 6th December Batch**	
1124406-0			
PD - Supplies			
001-000-210-521-10-31-00		PD-Operating Supplies	$127.88
PD Office Supplies			
Total 1124406-0			**$127.88**
49637	**12/14/2020**	**2020 - December - Early 6th December Batch**	
1124975-0			
CT - Supplies			
001-000-120-512-50-31-00		Operating Supplies	$60.34
Crt Office Supplies			
Total 1124975-0			**$60.34**
Total 49637			**$188.22**
Total Office Products Nationwide			**$188.22**
Puget Sound Energy			
49638	**1/8/2021**	**2020 - December - Early 6th December Batch**	
01082021 PSE			
December 2020 Service			
001-000-212-521-50-47-00		Electric/gas	$25.06
220013379882: Police Storage			
001-000-212-521-50-47-00		Electric/gas	$752.70
200009377470: PD/CT Elec			
001-000-248-518-20-47-00		MDRT Electricity	$533.87
220013379841: MDRT Mod Bldgs Elec			
001-000-254-518-20-47-00		Facilities-Utilities	$162.64
200008062016: City Hall Elec			
001-000-254-518-20-47-00		Facilities-Utilities	$800.80
220013379841: CD/PW Mod Bldgs Elec			
001-000-254-518-20-47-00		Facilities-Utilities	$126.65
200008061844: City Hall Elec			
001-000-270-575-30-47-00		Museum Electric/Gas	$427.47
220013378793: Museum			
001-000-270-575-51-47-00		Gym- Electricity and Gas	$468.63
220013379652: Gym			
001-000-270-576-80-47-00		Electric/Gas	$12.98
220013379221: Lake Sawyer Boat Launch			
001-000-270-576-80-47-00		Electric/Gas	$4.91
220013379635: PW Shop-Parks 4%			

Vendor Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
Account Number		Title	
001-000-280-536-20-47-00		Electric/Gas	$2.46
220013379635: PW Shop-Cemetery 2%			
101-000-000-542-63-47-01		Street Lighting	$0.00
220024468559: Roberts Dr & Bruckners Way			
101-000-000-542-63-47-01		Street Lighting	$0.00
220024466751: 24619 Morgan St			
101-000-000-542-63-47-01		Street Lighting	$55.77
220013379197: Cov Sawyer & 216th			
101-000-000-542-63-47-01		Street Lighting	$114.11
220013379817: Ped Lighting Roberts			
101-000-000-542-63-47-01		Street Lighting	$214.54
220014704229: Intersection Light 219th & SE 296th St			
101-000-000-542-63-47-01		Street Lighting	$0.00
220022730851: Street Light The Villages Roberts Dr Phase 5			
101-000-000-542-63-47-01		Street Lighting	$12.41
220019188881: Intersection Light 24430 Morgan St			
101-000-000-542-63-47-01		Street Lighting	$11.64
220013379247: 216th Signal & Street Lights			
101-000-000-542-63-47-01		Street Lighting	$14.89
220013379601: Baker St Crosswalk			
101-000-000-542-63-47-01		Street Lighting	$2,059.87
220013397355: PSE Streetlights			
101-000-000-543-50-47-00		Electric/Gas	$27.01
220013379635: PW Shop-Street 22%			
401-000-000-534-80-47-00		Electric/Gas	$2,864.15
220013378835: Booster Station			
401-000-000-534-80-47-00		Electric/Gas	$29.45
220013379635: PW Shop-Water 24%			
401-000-000-534-80-47-00		Electric/Gas	$22.58
220013378850: .5 Mil Gal Resv			
401-000-000-534-80-47-00		Electric/Gas	$498.45
220013378868: 4.3 Mil Gal Resv			
407-000-000-535-80-47-00		Electric/Gas	$29.46
220013379635: PW Shop-Sewer 24%			
407-000-000-535-80-47-00		Electric/Gas	$13.76
220013379619: Sewer Pump			
407-000-000-535-80-47-00		Electric/Gas	$119.15
220013378819: Morganville Lift Station			
407-000-000-535-80-47-00		Electric/Gas	$36.56
220013379643: Diamond Glen Sewer			
410-000-000-531-10-47-00		Electric/Gas	$29.46
220013379635: PW Shop-Drainage 24%			

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
Total 01082021 PSE			**$9,471.43**
Total 49638			**$9,471.43**
Total Puget Sound Energy			**$9,471.43**
Summit Law Group, PLLC			
49639	**1/20/2021**	**2020 - December - Early 6th December Batch**	
120855			
December 2020 Service			
001-000-150-515-41-41-08		Legal Svcs-Union Contracts	$3,300.00
Teamsters			
Total 120855			**$3,300.00**
Total 49639			**$3,300.00**
Total Summit Law Group, PLLC			**$3,300.00**
Tacoma Public Utilities			
49640	**12/31/2020**	**2020 - December - Early 6th December Batch**	
12312020 TPU			
December 2020 Service			
401-000-000-534-80-41-05		Tacoma Wholesale base Charge	$6,032.23
Total 12312020 TPU			**$6,032.23**
Total 49640			**$6,032.23**
Total Tacoma Public Utilities			**$6,032.23**
UBM			
49641	**12/4/2020**	**2020 - December - Early 6th December Batch**	
439935			
December 2020 Service			
001-000-120-512-50-49-02		Printing and Binding	$64.85
Total 439935			**$64.85**
Total 49641			**$64.85**
Total UBM			**$64.85**
Valley Communications Center			
49642	**12/31/2020**	**2020 - December - Early 6th December Batch**	
0025250			
December 2020 Service			
001-000-214-521-20-41-00		Valley Comm - Dispatch Service	$8,378.37
189 calls			
Total 0025250			**$8,378.37**

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
49642	**12/31/2020**	**2020 - December - Early 6th December Batch**	
0025263			
December 2020 Service			
001-000-214-521-20-41-02		Valley Comm - Access Charge	$435.70
Total 0025263			**$435.70**
Total 49642			**$8,814.07**
Total Valley Communications Center			**$8,814.07**
Vendor Count	**17**	**Grand Total**	**$267,490.52**

Voucher Directory with Transaction Date

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
Black Diamond Community Center			
49643	**1/21/2021**	**2021 - January - Early 3rd Jan Batch for 02/04/2021 Council**	
01212021 BDCC			
2021 Community Center Support			
001-000-270-575-50-49-00		Community Center Support	$15,000.00
Total 01212021 BDCC			**$15,000.00**
Total 49643			**$15,000.00**
Total Black Diamond Community Center			**$15,000.00**
Vendor Count	**1**	**Grand Total**	**$15,000.00**

Voucher Directory with Transaction Date

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
2 Watch Monitoring, Inc.			
49644	**1/21/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
41468			
December 2021 Service			
001-000-211-523-60-49-01		Electronic Home Monitor Costs	$387.50
Total 41468			**$387.50**
Total 49644			**$387.50**
Total 2 Watch Monitoring, Inc.			**$387.50**
Amazon Capital Services, Inc.			
49645	**12/10/2020**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
13LG-FRK3-KMGM			
MDRT - Returned Supplies			
001-000-248-518-20-49-00		MDRT Misc Costs	($39.24)
Returned Calendar			
Total 13LG-FRK3-KMGM			**($39.24)**
49645	**1/13/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
1RMX-KMRQ-KWJH			
EM - Telecommuter Supplies			
001-000-193-525-60-49-03		EM Mgmt FD COVID Tele com. sup & EQ.	$43.36
Total 1RMX-KMRQ-KWJH			**$43.36**
49645	**1/13/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
1TFX-7NXP-71F6			
CH - Supplies			
001-000-180-518-50-31-00		Office Supplies City Hall	$54.34
Total 1TFX-7NXP-71F6			**$54.34**
Total 49645			**$58.46**
Total Amazon Capital Services, Inc.			**$58.46**

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
Builders Exchange of WA Inc			
49646	**10/8/2020**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
1067130			
September 2020 Service			
402-000-003-594-34-63-06		Springs Water Project	$126.35
		Publish Plans/Specs Springs Project	
Total 1067130			**$126.35**
Total 49646			**$126.35**
Total Builders Exchange of WA Inc			**$126.35**
Christian Ramirez			
49647	**1/14/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
01142021 CR			
PD - Traffic School Refund			
001-000-210-342-10-01-00		Police Traffic School Fee	$139.00
		Ineligible for Traffic Scool	
Total 01142021 CR			**$139.00**
Total 49647			**$139.00**
Total Christian Ramirez			**$139.00**
Comcast			
49648	**1/10/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
849834014016172 01.10.2021			
Service 01/17/2021 - 02/16/2021			
001-000-214-521-20-42-00		Police Tele/web/DSL/Air Cards	$6.07
		Police Cable TV Act 8498 34 014 0106172	
Total 849834014016172 01.10.2021			**$6.07**
Total 49648			**$6.07**
Total Comcast			**$6.07**
Home Depot Credit Service			
49649	**1/19/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
3042190			
PW - Supplies			
101-000-000-544-90-48-01		PW Clearing-shared Shop Cost	$142.98
		Bit Set	
Total 3042190			**$142.98**

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date / Name / Title	Fiscal Description	Void Amount
49649	**1/15/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
7014956			
PW - Supplies			
101-000-000-544-90-35-00		PW Clearing Acct-Small Tools	$64.13
Step Ladder			
Total 7014956			**$64.13**
49649	**1/15/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
7611751			
PW - Supplies			
101-000-000-544-90-31-00		PW Clearing Acct-Supplies	$48.88
Motion Detector Light			
Total 7611751			**$48.88**
49649	**1/15/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
7611752			
PD - Supplies			
001-000-212-521-50-48-02		Police Bldg Repairs & Maintenance	$14.10
AV Cable			
Total 7611752			**$14.10**
Total 49649			**$270.09**
Total Home Depot Credit Service			**$270.09**
Honey Bucket/Northwest Cascade Inc.			
49650	**1/5/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
0551895684			
Service 1/5/2021 - 2/1/2021			
001-000-270-576-80-31-00		Portable Restroom Facilty	$98.00
Parks-Boat Launch Rental: 145291			
Total 0551895684			**$98.00**
49650	**1/5/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
0551895685			
Service 1/5/2021 - 2/1/2021			
001-000-270-576-80-31-00		Portable Restroom Facilty	$98.00
Lake Sawyer Regional Park: 71400002			
Total 0551895685			**$98.00**
Total 49650			**$196.00**
Total Honey Bucket/Northwest Cascade Inc.			**$196.00**

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date / Name / Title	Fiscal Description	Void Amount
Johnsons Home & Garden			
49651	**1/25/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
452759			
Fac - Supplies			
510-000-300-594-21-31-00		Surplus Costs Police	$6.50
Keys			
Total 452759			**$6.50**
Total 49651			**$6.50**
Total Johnsons Home & Garden			**$6.50**
L.N. Curtis & Sons			
49652	**1/7/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
INV454094			
PD - Uniforms			
001-000-210-521-10-31-04		PD-Uniforms	$15.15
Sgt. Chevrons & Alterations			
Total INV454094			**$15.15**
Total 49652			**$15.15**
Total L.N. Curtis & Sons			**$15.15**
Law Enforcement Systems, Inc.			
49653	**1/12/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
212448			
PD - Supplies			
001-000-210-521-10-31-00		PD-Operating Supplies	$88.00
Abandoned Vehicle Label			
Total 212448			**$88.00**
Total 49653			**$88.00**
Total Law Enforcement Systems, Inc.			**$88.00**
Law Office of Krista White Swain			
49654	**1/25/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
01252021 KWS			
January 2021 Service			
001-000-120-512-50-41-00		Court Judge	$3,600.00
Total 01252021 KWS			**$3,600.00**
Total 49654			**$3,600.00**
Total Law Office of Krista White Swain			**$3,600.00**

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
Leads Online LLC			
49655	**1/15/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
259229			
Service 3/1/21 - 2/28/22			
001-000-210-521-10-49-02		PD-Memberships	$1,428.00
Investigation Systen Service Pkg.			
Total 259229			**$1,428.00**
Total 49655			**$1,428.00**
Total Leads Online LLC			**$1,428.00**
National Safety, Inc			
49656	**1/14/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
0604177-IN			
PW - Supplies			
407-000-000-535-80-35-00		Small Tools & Safety Equipment	$646.77
O2 Sensor			
Total 0604177-IN			**$646.77**
Total 49656			**$646.77**
Total National Safety, Inc			**$646.77**
Office Products Nationwide			
49657	**1/15/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
1128724-0			
CH - Supplies			
001-000-180-518-50-31-00		Office Supplies City Hall	$256.16
CH Office Supplies			
Total 1128724-0			**$256.16**
49657	**1/15/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
1128850-0			
CH - Supplies			
001-000-180-518-50-31-00		Office Supplies City Hall	$208.94
CH Office Supplies			
Total 1128850-0			**$208.94**
49657	**1/22/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
1128850-1			
CH - Supplies			
001-000-180-518-50-31-00		Office Supplies City Hall	$35.12
CH Office Supplies			
Total 1128850-1			**$35.12**

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference		Name	Amount
	Account Number		Title	
49657		**1/20/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
	1129194-0			
	Ch -Supplies			
	001-000-180-518-50-31-00		Office Supplies City Hall	$43.51
		CH Office Supplies		
	Total 1129194-0			**$43.51**
49657		**1/22/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
	1129517-0			
	CH - Supplies			
	001-000-180-518-50-31-00		Office Supplies City Hall	$8.04
		CH Office Supplies		
	Total 1129517-0			**$8.04**
49657		**1/22/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
	1129523-0			
	PD - Supplies			
	001-000-210-521-10-31-00		PD-Operating Supplies	$79.34
		PD Office Supplies		
	Total 1129523-0			**$79.34**
49657		**1/25/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
	1129623-0			
	CH - Supplies			
	001-000-180-518-50-31-00		Office Supplies City Hall	$32.15
		CH Office Supplies		
	Total 1129623-0			**$32.15**
49657		**1/25/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
	1129628-0			
	CH - Supplies			
	001-000-180-518-50-31-00		Office Supplies City Hall	$49.98
		CH Office Supplies		
	Total 1129628-0			**$49.98**
49657		**1/25/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
	1129680-0			
	CH - Supplies			
	001-000-180-518-50-31-00		Office Supplies City Hall	$29.87
		CH Office Supplies		
	Total 1129680-0			**$29.87**

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
49657	**1/18/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
C1127346-0			
CH - Returned Supplies			
001-000-180-518-50-31-00		Office Supplies City Hall	($95.48)
CH Office Supplies			
Total C1127346-0			**($95.48)**
Total 49657			**$647.63**
Total Office Products Nationwide			**$647.63**
Prince Telecom LLC			
49658	**1/25/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
01252021 PT			
PW - Permit Refund			
001-000-240-341-81-00-00		Technology Cost Recovery Fee	$45.00
PW21-0003			
001-000-240-345-89-20-04		Public Works Clg Base Fee	$60.00
PW21-0003			
101-000-000-322-40-00-00		Right of Way Permit	$263.00
PW21-0003			
Total 01252021 PT			**$368.00**
Total 49658			**$368.00**
Total Prince Telecom LLC			**$368.00**
Puget Sound Energy			
49659	**1/22/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
01222021 PSE			
December 2020 Service			
101-000-000-542-63-47-01		Street Lighting	$75.43
220024468559: Roberts Dr & Bruckners Way			
101-000-000-542-63-47-01		Street Lighting	$9.11
220024466751: 24619 Morgan St			
Total 01222021 PSE			**$84.54**
Total 49659			**$84.54**
Total Puget Sound Energy			**$84.54**

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
Puget Sound Finance Officers Association			
49660	**1/19/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
01192021 PSFOA			
2021 PSFOA Membership			
001-000-140-514-23-49-02		Membership	$25.00
Total 01192021 PSFOA			**$25.00**
Total 49660			**$25.00**
Total Puget Sound Finance Officers Association			**$25.00**
Regional Animal Services of King County			
49661	**1/15/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
01152021 RAS			
New Lic 432833 Renewal 352457 and 432866			
633-000-600-589-30-00-00		Pet License Fees for King County	$60.00
Total 01152021 RAS			**$60.00**
Total 49661			**$60.00**
Total Regional Animal Services of King County			**$60.00**
Triangle Pump & Equipment, Inc.			
49662	**1/14/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
13214			
January 2021 Storage Fee			
402-000-003-594-34-63-06		Springs Water Project Turbine Storage	$271.50
Total 13214			**$271.50**
Total 49662			**$271.50**
Total Triangle Pump & Equipment, Inc.			**$271.50**
VenTek International			
49663	**1/1/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
124826			
January 2021 Service			
001-000-270-576-80-41-02		Venvue Pay Station	$627.57
Total 124826			**$627.57**
Total 49663			**$627.57**
Total VenTek International			**$627.57**

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
Wa Association of Sheriffs & Police Chiefs			
49664	**1/4/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
DUES 2021-00116			
PD - 2021 Dues			
001-000-210-521-10-49-02		PD-Memberships	$120.00
Total DUES 2021-00116			**$120.00**
Total 49664			**$120.00**
Total Wa Association of Sheriffs & Police Chiefs			**$120.00**
Williams Scotsman, Inc.			
49665	**1/1/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
8404511			
January 2021 Rent			
001-000-254-518-20-45-01		Facilities-Bldg Rental/Modspace	$3,457.74
CD Modular Rental			
Total 8404511			**$3,457.74**
49665	**1/1/2021**	**2021 - January - 3rd Jan Batch for 02/04/2021 Council**	
8404512			
January 2021 Rent			
001-000-248-518-20-45-01		MDRT-Bldg Rental-Modspace	$1,959.86
MDRT Modular Rental			
Total 8404512			**$1,959.86**
Total 49665			**$5,417.60**
Total Williams Scotsman, Inc.			**$5,417.60**
Vendor Count	**22**	**Grand Total**	**$14,589.73**

Voucher Directory with Transaction Date

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
ADT Security Services (PA)			
48507	**1/14/2020**	**2020 - February - 1st Feb Batch for 02/06/2020 Council**	
747131102			
01/30/2020-02/28/2020 Service			
001-000-254-518-20-49-00		Facilities Security	$50.04
Total 747131102			**$50.04**
48507	**1/13/2020**	**2020 - February - 1st Feb Batch for 02/06/2020 Council**	
747495921			
02/01/2020-02/29/2020 Service			
001-000-270-576-80-49-02		Security	$1.09
001-000-280-536-20-49-02		Security	$2.17
101-000-000-543-50-49-03		Security	$11.94
401-000-000-534-80-49-07		Security	$13.03
407-000-000-535-80-49-05		Security	$13.03
410-000-000-531-10-49-04		Security	$13.03
Total 747495921			**$54.29**
Total 48507			**$104.33**
Total ADT Security Services (PA)			**$104.33**
Sorci Family LLC			
48508	**1/15/2020**	**2020 - February - 1st Feb Batch for 02/06/2020 Council**	
01312020 SFLLC			
February 2020 Rent			
001-000-248-518-20-45-02		MDRT Property Rental Cost	$679.74
001-000-254-518-20-45-02		Facilities-Prop Rental	$1,019.60
001-000-254-518-20-45-05		Facilities City Hall Bldg Rental	$2,232.66
Total 01312020 SFLLC			**$3,932.00**
Total 48508			**$3,932.00**
Total Sorci Family LLC			**$3,932.00**

Vendor Count 2 **Grand Total $4,036.33**

Register

Fiscal: 2021, 2020
Deposit Period: 2021 - February, 2021 - January, 2020 - December
Check Period: 2021 - February - 1st February Batch for 02.04.2021 Council, 2021 - January - Early 3rd Jan Batch for 02/04/2021 Council, 2021 - January - 3rd Jan Batch for 02/04/2021 Council, 2020 - December - Early 2nd Void December Batch , 2020 - December - Early 6th December Batch, 2020 - December - Early Void Batch for December 2020

Number	Name	Print Date	Clearing Date	Amount
Columbia Bank				
Check				
49623	Emma Sternitzky	1/20/2021		$150.00
49624	Foothills Village LLC	1/19/2021		$2.50
49625	Weston Butt	1/19/2021		$787.50
49626	ADT Security Services (PA)	1/20/2021		$30.00
49627	Blueline	1/20/2021		$45,704.20
49628	CenturyLink (WA)	1/20/2021		$615.34
49629	CHS/Cenex	1/20/2021		$2,173.71
49630	City of Enumclaw	1/20/2021		$5,704.00
49631	Elan City, Inc.	1/20/2021		$5,454.00
49632	Enumclaw School District	1/20/2021		$176,176.00
49633	King County Finance - I-Net	1/20/2021		$750.00
49634	Mayene Miller	1/20/2021		$412.49
49635	McCarthy & Causseaux, P.S.	1/20/2021		$1,646.70
49636	Mountain View Fire & Rescue	1/20/2021		$953.28
49637	Office Products Nationwide	1/20/2021		$188.22
49638	Puget Sound Energy	1/20/2021		$9,471.43
49639	Summit Law Group, PLLC	1/20/2021		$3,300.00
49640	Tacoma Public Utilities	1/20/2021		$6,032.23
49641	UBM	1/20/2021		$64.85
49642	Valley Communications Center	1/20/2021		$8,814.07
49643	Black Diamond Community Center	1/21/2021		$15,000.00
49644	2 Watch Monitoring, Inc.	2/5/2021		$387.50
49645	Amazon Capital Services, Inc.	2/5/2021		$58.46
49646	Builders Exchange of WA Inc	2/5/2021		$126.35
49647	Christian Ramirez	2/5/2021		$139.00
49648	Comcast	2/5/2021		$6.07
49649	Home Depot Credit Service	2/5/2021		$270.09
49650	Honey Bucket/Northwest Cascade Inc.	2/5/2021		$196.00
49651	Johnsons Home & Garden	2/5/2021		$6.50
49652	L.N. Curtis & Sons	2/5/2021		$15.15
49653	Law Enforcement Systems, Inc.	2/5/2021		$88.00
49654	Law Office of Krista White Swain	2/5/2021		$3,600.00
49655	Leads Online LLC	2/5/2021		$1,428.00
49656	National Safety, Inc	2/5/2021		$646.77

Number	Name	Print Date	Clearing Date	Amount
49657	Office Products Nationwide	2/5/2021		$647.63
49658	Prince Telecom LLC	2/5/2021		$368.00
49659	Puget Sound Energy	2/5/2021		$84.54
49660	Puget Sound Finance Officers Association	2/5/2021		$25.00
49661	Regional Animal Services of King County	2/5/2021		$60.00
49662	Triangle Pump & Equipment, Inc.	2/5/2021		$271.50
49663	VenTek International	2/5/2021		$627.57
49664	Wa Association of Sheriffs & Police Chiefs	2/5/2021		$120.00
49665	Williams Scotsman, Inc.	2/5/2021		$5,417.60
49666	ADT Security Services (PA)	2/5/2021		$56.04
49667	Sorci Family LLC	2/5/2021		$3,979.19
V49500	Emma Sternitzky	1/20/2001		($150.00)
V49606	Weston Butt	1/19/2021		($790.00)
		Total Check		**$301,115.48**
		Total		**$301,115.48**
		Grand Total		**$301,115.48**

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of January 21, 2021
Virtual Meeting Via Zoom

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, Oglesbee, Stout, de Leon, O'Donnell, and Paige

ABSENT: None

Staff present: Scott Hanis, Capital Projects/Program Manager; Mona Davis, Community Development Director; David Linehan, City Attorney; and Brenda L. Martinez, City Clerk/HR Manager.

AGENDA REVIEW AND APPROVAL:

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

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS: None

CONSENT AGENDA:

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

1) **Claim Checks –** January 21, 2021 Check No. 49556 through 49622 (void 49467 and 49558) and EFTs in the amount of $1,181,114.39
2) **Payroll** – December 31, 2020 Check No. 20026 through 20047 and ACHs in the amount of $424,577.49
3) **Minutes –** Council Special Meeting of January 7, 2021 and Council Meeting of January 7, 2021

PUBLIC COMMENTS: None

PUBLIC HEARINGS:

4) **AB21-004** – City's Stormwater Management Program Plan

Capital Projects/Program Manager Hanis briefed Council on this item.

Mayor Benson opened the public hearing at 7:07 p.m. There was no public testimony heard and the public hearing was closed at 7:07 p.m.

UNFINISHED BUSINESS: None

NEW BUSINESS: None

DEPARTMENT REPORTS:

Fire – Chief Smith reported that eight new volunteers graduated from the academy and are assigned to shifts and their mentor program for the next two months. He also added that on the 28th is the graduation for two career firefighters. He shared that no one is in quarantine. He stated that the department is in the process of ordering a new fire engine and it a will be sister engine to the one Black Diamond will be getting at the end of March. He noted that they are almost done with their State audit. He also shared that the department has PPE equipment and training manuals that will be sent to Liberia in the next few weeks. He reported that the department is inspecting a lot of COVID tents at businesses around the area and announced that he received his second COVID vaccination and it was no big deal, other than being tired for three days after receiving this dose. Two boxes of masks were picked up by the City's Emergency Management Director Kevin Esping for distributing to people in Black Diamond. There was discussion on how to and where to sign up for the vaccine.

MAYOR'S REPORT:

Mayor Benson reporting attending the King County Health meeting where Patty Hayes spoke. She noted that Ms. Hayes didn't have answers for how to get the vaccines out and noted they are really struggling with this. She attended the south end Mayor's meeting and noted the SCATBd meeting was cancelled. She also reported that it was decided it was too expensive to put the police department in the Columbia Bank building and are looking at different options. She shared that she and the City Clerk will be meeting tomorrow with a facilitator for the Council retreat.

COUNCIL REPORTS:

Councilmember de Leon mentioned she was able to take advantage of the opportunity to testify in committee for the legislature online. She noted speaking as an individual on two different items and encouraged others to look and see if there is something they are interested in testifying on. She reported attending both of her committee meetings and it's great to work with these committees and is excited to continue to learn and gain knowledge. She also attended the work session on social meeting and the fire station update. She shared being excited to hear there are five people who put in applications for the two vacant Planning Commission positions. She stressed that with hearing the long presentation on the COVID vaccine that we need to stay the course with wearing masks, social distancing and supporting businesses.

Councilmember O'Donnell reported attending his first Finance Committee meeting and expressed how knowledgeable staff was at the meeting. He congratulated Chief Smith on

the volunteers and getting his vaccines to stay safe. He touched on one the speakers at the inauguration and hopes we will be more united moving forward.

Councilmember Deady reported attending all her Committee and Council meetings. She also reported attending the meeting with Patty Hayes. She commented that a couple of years ago the Council passed an ordinance to extend the school zone to Park Street and wondered if there is an update and is hoping the safety committee has talked about it.

Councilmember Oglesbee commented that the Public Safety Committee has not discussed the school zone extension and noted she will try and get an answer. She reported attending the Council work session and noted that other than that it's been a quiet week.

Councilmember Wisnoski reported attending the finance committee and work session meetings. He noted as a former firefighter that it's interesting to see the high cost of equipment. He congratulated the eight graduates. He shared visiting the new juice place in Diamond Square. He also shared that he noticed some businesses are working on getting outdoor tents and asked citizens to frequent local businesses, to wear a mask, social distance, and if you don't feel good stay home. If you're uncomfortable going out, ask a neighbor or family member. He mentioned seeing an article on Ten Trails.

Councilmember Stout reported attending the work session and noted it being really complicated to get something narrowed down. She expressed being happy for the eight volunteers going through the academy during a pandemic. She thought the inauguration was beautifully done and it was nice to see no violence and was grateful for that. She shared that two more friends are ill with COVID and asked everyone to wear a mask, stay home if you can, and to take this seriously. She talked about her granddaughter's experience with going back to school. She hopes people will get the vaccine and noted posting an article about myths and for people to please do research if you're concerned. She gave the website address to get registered to find out when you are eligible for the vaccine.

Councilmember Paige reported attending his first new committee assignment and appreciated meeting with the others and the Community Development Director Mona Davis. He noted having technical difficulties at that meeting too.

ATTORNEY REPORT: None

EXECUTIVE SESSION: None

ADJOURNMENT:

Councilmember Wisnoski **moved** to adjourn the meeting; **second** Councilmember Deady. Motion **passed** with all voting in favor (7-0). The meeting ended at 7:50 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

DRAFT

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT: **Adoption of the 2021 Stormwater Management Program (SWMP) Plan**	**Agenda Date: February 4, 2021 AB21-004A**		
		Mayor Carol Benson	
		City Administrator	
		City Attorney David Linehan	
		City Clerk – Brenda L. Martinez	
		Com Dev – Mona Davis	
		Finance – May Miller	
		MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): $0		Police – Chief Kiblinger	
Fund Source: --		Public Works – Seth Boettcher	**X**
Timeline: 2021		Court – Stephanie Metcalf	

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

Attachments: Resolution; Final 2021 Stormwater Management Program Plan

SUMMARY STATEMENT:

The City is required by the Department of Ecology to update its Stormwater Management Program (SWMP) Plan. This SWMP Plan shows how the City is currently meeting the Department of Ecology's requirements in the National Pollutant Discharge Elimination System (NPDES) Permit, as well as shows future requirements of this Permit. The SWMP Plan is updated annually.

No comments were received as part of the public hearing held January 21, 2021.

FISCAL NOTE (Finance Department): This is an update to a plan. Future costs are unknown at this time.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee reviewed January 26th, 2021 and recommended moving to full council for approval. There was a Public Hearing on this on January 21st.

RECOMMENDED ACTION: **MOTION to adopt Resolution 21-1406 approving the 2021 Stormwater Management Program Plan**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
January 21, 2021	Public Hearing	
February 4, 2021		

RESOLUTION NO. 21-1406

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON ADOPTING THE STORMWATER MANAGEMENT PROGRAM (SWMP) PLAN 2021 UPDATE

WHEREAS, City staff prepared the Stormwater Management Program (SWMP) Plan update for 2021; and

WHEREAS, the City is required to update the SWMP Plan annually by the Western Washington Phase II National Pollutant Discharge Elimination System (NPDES) Permit issued by the Washington State Department of Ecology; and

WHEREAS, the purpose of the SWMP Plan is to detail actions that the City is currently taking and will need to take to maintain compliance with the conditions of the NPDES Permit, and to reduce the discharge of pollutants from the City's municipal separate storm sewer system to the maximum extent practicable; and

WHEREAS, the City Council help a public hearing on January 21, 2021 to take public comment on the SWMP Plan;

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

Section 1. The City Council hereby adopts the Stormwater Management Program Plan 2021 update.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF FEBRUARY, 2021.

CITY OF BLACK DIAMOND:

_____
Carol Benson, Mayor

Attest:

_____
Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND

STORMWATER MANAGEMENT PROGRAM PLAN (SWMP PLAN)

2021 UPDATE

PREPARED BY
Public Works Department
CITY OF BLACK DIAMOND
PO BOX 599
BLACK DIAMOND, WA 98010
(360) 851-4446

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LIST OF ACRONYMS AND ABBREVIATIONS

AKART	All Known and Reasonable Treatment
BMP	Best Management Practices
CESCL	Certified Erosion and Sediment Control Lead
DOE	Department of Ecology
GIS	Geographic Information Systems
IDDE	Illicit Discharge Detection and Elimination
LID	Low Impact Development
MPD	Master Planned Development
MS4	Municipal Separate Storm Sewer System
NPDES	National Pollutant Discharge Elimination System
O&M	Operations and Maintenance
SAM	Stormwater Action Monitoring
SMAP	Stormwater Management Action Plan
SWMMWW	Stormwater Management Manual for Western Washington
SWMP	Stormwater Management Program
SWPPP	Stormwater Pollution Prevention Plan
TMDL	Total Maximum Daily Load

THIS PLAN IS BASED ON THE REQUIREMENTS OUTLINED IN THE WESTERN WASHINGTON PHASE II MUNICIPAL STORMWATER PERMIT. MUCH OF THE LANGUAGE INCLUDED IN THIS DOCUMENT DESCRIBING PERMIT REQUIREMENTS HAS BEEN TAKEN DIRECTLY FROM THIS PERMIT AND HAS BEEN SUMMARIZED FOR EASE OF THE READER.

FOR COMPLETE REQUIREMENTS AND DETAILS, PLEASE REFER TO SECTION S5.C OF THE WESTERN WASHINGTON PHASE II MUNICIPAL STORMWATER PERMIT FROM THE DEPARTMENT OF ECOLOGY.

SECTION 1 – INTRODUCTION

1.1 INTRODUCTION

This document constitutes the City of Black Diamond's Stormwater Management Program (SWMP) Plan as required under Condition S5 of the Western Washington Phase II Municipal Stormwater Permit (the Permit). In addition to the City's permit, the SWMP includes the Total Maximum Daily Load (TMDL) requirements on Lake Sawyer as published in the TMDL document 09-10-053.

The purpose of the SWMP Plan is to detail actions that the City of Black Diamond has taken and will take to maintain compliance with conditions in the permit. This SWMP Plan will be an attachment to the *Annual Report Form for Cities, Towns, and Counties* which is required to be submitted to the Department of Ecology (DOE) by March 31 of each year.

The City's SWMP is intended to reduce the discharge of pollutants from the City's Municipal Separate Storm Sewer System (MS4) to the Maximum Extent Practicable, meet Washington State's All Known and Reasonable Treatment (AKART) requirements, and protect water quality. This goal is accomplished by the inclusion of all Permit SWMP components, minimum measures, and implementation schedules into the City's SWMP.

In compliance with Permit requirements, where the City is already implementing actions or activities called for in this document, the City will continue those actions or activities regardless of the schedule called for in this document. The City will adapt these actions or implement new activities as required by Permit deadlines and as City staff measures the effectiveness of current actions or activities.

The City is active in all 9 areas of permit activity including:

- Monitoring the MS4 and reporting to DOE
- Stormwater planning
- Public education and outreach
- Public involvement and participation
- MS4 mapping and documentation
- Illicit Discharge Detection and Elimination (IDDE)

- Controlling runoff from new development, redevelopment and construction sites
- Operations and maintenance (O&M)
- Source Control Program for Existing Development

SECTION 2 –MONITORING, REPORTING AND ASSESSMENT

2.1 PERMIT REQUIREMENTS AND DATES

Section S5.A, S8, and S9 of the Western Washington Phase II Municipal Stormwater Permit requires the City to develop, monitor, and report the City's SWMP. The SWMP shall be designed to reduce the discharge of pollutants from the City's MS4 to the maximum extent practicable and to protect water quality. The monitoring, reporting and assessment requirement helps keep the City on track with Best Management Practices (BMPs) to reduce the discharge of pollutants to stormwater. Specific dates are outlined below:

- Submit a one-time payment of $717 into a collective fund to implement regional small streams and marine nearshore areas status and trends monitoring in Puget Sound. Payment is due by December 1, 2019 (completed September 2019).
- Notify DOE in writing the City's decision whether or not to participate in contributing to a collective fund to implement regional receiving water status and trends monitoring, at an annual cost of $717, by December 1, 2019 (completed October 16, 2019). Participation in this monitoring meets City requirements for regional status and trends monitoring. Annual payments began August 15, 2020.
- Submit a one-time payment of $1,310 into a collective fund to implement effectiveness studies and source identification studies. Payment is due by December 1, 2019 (completed September 2019).
- Notify DOE in writing the City's decision whether or not to participate in contributing to a collective fund to implement Stormwater Action Monitoring (SAM) effectiveness and source identification studies, at an annual cost of $1,310, by December 1, 2019 (completed October 16, 2019). Participation in this collective fund meets City requirements for effectiveness and source identification studies. Annual payments began August 15, 2020.

2.2 CURRENT ACTIVITIES

The current city activities associated with Monitoring and reporting include:

- Submit the online *Annual Report Form for Cities, Towns, and Counties* which is intended to summarize the City's compliance with the conditions of the Permit. The annual report shall be submitted by March 31 of each calendar year covering the previous calendar year.
- Prepare written documentation of the SWMP and update at least annually for submittal with the City's annual reports to DOE.

- Include with the annual report, notification of any annexations, incorporations, or jurisdictional boundary changes resulting in an increase or decrease in the City's geographic area of permit coverage during the reporting period.
- Track the number of inspections, follow-up actions as a result of inspections, official enforcement actions and types of public education activities for inclusion in the City's annual reports to DOE.
- Track the cost or estimated cost of development and implementation of the SWMP.
- Coordinate, as necessary, with other entities covered under a municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit to encourage coordinated stormwater-related policies, programs and projects within adjoining or shared areas.
- The Development Agreement for the major Master Planned Developments requires extensive water quality monitoring by the developer before, during and after construction; including a yearly review by the Water Quality Review Committee.
- The City is contributing to the collective fund to implement regional receiving water status and trends monitoring.
- The City is contributing to the collective fund to implement SAM effectiveness and source identification studies.
- The City has one staff member certified as a MS4 Stormwater Permit Compliance Professional, certified through the American Stormwater Institute.

2.3 PLANNED ACTIVITIES

The City will continue with the current monitoring and reporting activities in 2021. The City will pay into the collective funds for regional receiving water status and trends monitoring, and for SAM effectiveness and source identification studies.

SECTION 3 –STORMWATER PLANNING

3.1 PERMIT REQUIREMENTS AND DATES

Section S5.C.1 of the Western Washington Phase II Municipal Stormwater Permit requires the City to implement a Stormwater Planning program to inform and assist in the development of policies and strategies as water quality management tools to protect aquatic resources. Specific program components and dates are outlined below:

- Continue to require Low Impact Development (LID) Principles and LID BMPs when updating, revising, and developing new local development-related codes, rules, standards, or other enforceable documents, as needed.
- Convene an inter-disciplinary team to inform and assist in the development, progress, and influence of this program no later than August 1, 2020 (team established July 29, 2020).
- Report on how stormwater management needs and protection/improvement of receiving water health are (or are not) informing the planning update processes and influencing policies and implementation strategies in their jurisdiction in relation to long-range plan updates. Reports shall describe the water quality and watershed protection policies, strategies, codes, and other measures intended to protect and improve local receiving water health through planning, or taking into account stormwater management needs or limitations.
    - Describe how anticipated stormwater impacts on water quality were addressed, if at all, during the 2013-2019 permit term in updates to the Comprehensive Plan and in other locally initiated or state-mandated, long-range land use plans that are used to accommodate growth or transportation in the annual report due March 31, 2021.
    - Submit a report responding describing how anticipated stormwater impacts on water quality were addressed, if at all, during the current 2019-2024 permit cycle in updates to the Comprehensive Plan and in other locally initiated or state-mandated, long-range land use plans that are used to accommodate growth or transportation no later than January 1, 2023.
- Continue to require LID principles and LID BMPs when updating, revising, and developing new local development-related codes, rules, standards, or other enforceable documents, as needed, in order to minimize impervious surfaces, native vegetation loss, and stormwater runoff in all types of development.
    - Annually assess and document any newly identified administrative or regulatory barriers to implementation of LID principles or LID BMPs and measures developed to address the barriers. The report shall also describe mechanisms developed to encourage or require implementation of LID principles or LID BMPs.

- Develop a Stormwater Management Action Plan (SMAP) for at least one priority catchment within the City in accordance with Section S5.C.1.d.
    - Document any existing information related to local receiving waters and contributing area conditions to identify receiving waters that are most likely to benefit from stormwater management planning.
    - Submit a watershed inventory and include a brief description of the relative conditions of the receiving waters and the contributing areas, the findings of the stormwater management influence assessment for each basin, and indicate which receiving waters will be prioritized for the implementation of stormwater facility retrofits no later than March 31, 2022.
    - Develop and implement a prioritization method and process to determine which receiving waters will receive the most benefit from implementation of stormwater facility retrofits, tailored implementation of SWMP actions, and other land/development management actions and document the prioritized and ranked list no later than June 30, 2022.
    - Develop a SMAP for at least one high priority catchment area no later than March 31, 2023.

3.2 CURRENT ACTIVITIES

The City is continuing to assess if there are any administrative or regulatory barriers in implementation of LID principles or LID BMPs.

3.3 PLANNED ACTIVITIES

The City will continually assess, and report annually, any newly identified administrative or regulatory barriers to implementation of LID principles or LID BMPs and measures to address the barriers.

City staff will look at options for assessing local receiving waters and contributing area conditions for development of a SMAP. Staff will look at the workload this effort will take to complete in house and determine if this effort will require the assistance of a consultant. Staff will also consider grant funding to help with the costs of completing these assessments and reports.

SECTION 4 –PUBLIC EDUCATION AND OUTREACH

4.1 PERMIT REQUIREMENTS AND DATES

Section S5.C.2 of the Western Washington Phase II Municipal Stormwater Permit requires the City to include an education and outreach program designed to build general awareness about methods to address and reduce impacts from stormwater runoff, effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts, and create stewardship opportunities that encourage community engagement and participation in addressing the impacts from stormwater runoff. The City must meet the following deadlines:

- Conduct an evaluation of the effectiveness of the ongoing behavior change program required in the 2013-2018 Permit no later than July 1, 2020, unless a new target audience and BMP behavior change campaign will be utilized for social marketing (completed August 14, 2020).
- Develop a social marketing campaign tailored to the community, including development of a program evaluation plan no later than February 1, 2021.
- Begin implementing the social marketing campaign and strategy no later than April 1, 2021.
- Evaluate and report on the changes in understanding and adoption of targeted behaviors resulting from the implementation of the strategy, and any planned or recommended changes to the campaign in order to be more effective, along with a description of strategies and process to achieve the results, no later than March 31, 2024.

4.2 CURRENT ACTIVITIES

The City has educated the public through stormwater articles in the city newsletter, posting educational materials on the City website, handing out materials at City sponsored events, workshops to train City staff and elected officials, and meeting with businesses and owners of private stormwater systems. The current City activities associated with Public Education and Outreach include:

- Educating the public about the need of the stormwater utility and the collaborative effort needed from everyone in the City to improve stormwater quality within the City.
- Training, on an as-needed basis, for City employees regarding illicit discharges.
- Meeting, as-needed, with businesses and the general public about the hazards associated with illicit discharges and improper disposal of waste.
- Distribute illicit discharge information to target audiences through individual meetings.

- Continue to track and maintain records of public education and outreach activities.
- The City is utilizing feedback received from the previous education survey to determine how to educate the public regarding stormwater.
- In cooperation with the Lake Sawyer Park Foundation, educational signs on the importance of water quality were posted in the Lake Sawyer Regional Park.

4.3 PLANNED ACTIVITIES

The City has the following goals for continued Permit compliance in public education and outreach:

- City staff will utilize feedback received from the most recent survey results on education efforts and will continue to evaluate the understanding of target behaviors.
- Educate the general public (including overburdened communities or school age children) and/or businesses (including home-based or mobile businesses) on:
  - General impacts of stormwater on surface waters including impacts from impervious surfaces.
  - LID principles and LID BMPs.
  - The City will provide education on the City's website and articles in the City newsletter as staff time and opportunity allows.
- Encourage behavior change from the general public and/or businesses providing education on the City's website and articles in the City newsletter to address at least one of the BMPs outlined below:
  - Use of storage of pesticides, fertilizers, and/or other household chemicals.
  - Use and storage of automotive chemicals, hazardous cleaning supplies, carwash soaps and/or other hazardous materials.
  - Prevention of illicit discharges.
  - Yard care techniques protective of water quality.
  - Carpet cleaning.
  - Repair and maintenance BMPs for vehicles, equipment and/or home/buildings.
  - Pet waste management and disposal.
  - LID principles and LID BMPs.
  - Stormwater facility maintenance, including LID facilities.
  - Dumpster and trash compactor maintenance.
  - Litter and debris prevention.
  - Sediment and erosion control.

SECTION 5 – PUBLIC INVOLVEMENT AND PARTICIPATION

5.1 PERMIT REQUIREMENTS AND DATES

Section S5.C.3 of the Western Washington Phase II Municipal Stormwater Permit requires the City to provide ongoing opportunities for public involvement and participation. The City will comply with applicable state and local public notice requirements in developing elements of the SWMP and SMAP. The annual report and updated SWMP Plan are required to be published on the City's website by May 31 of each year.

5.2 CURRENT ACTIVITIES

The current compliance activities associated with public involvement and participation include:

- The City has posted the SWMP Plan and annual report on the City website (click on "Public Works", then "Stormwater").
- Provide opportunities for public involvement in the review of the stormwater comprehensive plan updates, SWMP Plan updates, changes to the stormwater utility charges, or other stormwater codes or similar environmental policies at the early consideration stages at the Public Works Committee level.
- Provide opportunities for public involvement and comment in the consideration of the SWMP Plan by holding a public hearing prior to implementation.
- Review the SWMP Plan with the Public Works Committee and receive public comments in a public hearing prior to implementation.
- Make the SWMP Plan, the annual report, and all other submittals required by the Phase II Permit, available to the public.
- Post the updated SWMP Plan and the annual report on the City's website.

5.3 PLANNED ACTIVITIES

The City will continue with the public involvement and participation activities each year for the SWMP Plan and will continue to make the annual report available for public review by posting it on the City website.

The City will provide opportunities for public involvement in development and finalization of the SMAP through at least one public hearing.

The City has "No Dumping" stencils that can be made available to volunteers for marking around catch basins. City staff will look at options for soliciting help from

community volunteers to assist with these markings, perhaps as part of an upcoming social media campaign.

SECTION 6 –MS4 MAPPING AND DOCUMENTATION

6.1 PERMIT REQUIREMENTS AND DATES

Section S5.C.4 of the Western Washington Phase II Municipal Stormwater Permit requires the City to an ongoing program for mapping and documenting the MS4. Specific program components are outlined below:

- Maintain mapping data for the features listed below:
  - Known MS4 outfalls and known MS4 discharge points.
  - Receiving waters, other than groundwater.
  - Stormwater treatment and flow control BMPs/facilities owned or operated by the City.
  - Tributary conveyances to all known outfalls with a 24-inch nominal diameter or larger, or an equivalent cross-sectional area for non-pipe systems, mapping the following features and/or attributes:
    - Tributary conveyance type, material, and size where known.
    - Associated drainage areas.
    - Land use.
  - All connections to the MS4 authorized or allowed by the Permittee after February 16, 2007.
  - Connections between the MS4 and other municipalities or public entities.
  - Geographic areas served by the MS4 that do not discharge stormwater to surface waters.
- The City shall make appropriate mapping updates by the following deadlines:
  - Collect size and material data for all known MS4 outfalls during normal course of business and update records, as necessary, before January 1, 2020 (City staff regularly maintains records of all known MS4 outfalls and discharge points).
  - Complete mapping of all known connections from the MS4 to privately owned stormwater systems by August 1, 2023.
- Upon request, make all maps available to DOE.
- Upon request, and to the extent appropriate, provide mapping information available to federally-recognized Indian Tribes, municipalities, and other permittees at a reasonable cost.

6.2 CURRENT ACTIVITIES

The City currently implements activities and programs that meet Permit requirements. The current compliance activities associated with the above Permit requirements include:

- Continue to make updates to stormwater features in Geographic Information Systems (GIS) software as new information becomes available.

6.3 PLANNED ACTIVITIES

The City will continue with updates to MS4 mapping in GIS. Specifically, the City will verify and update information for all known outfalls during field screenings, inspections, and/or maintenance. The City will also make sure all private connections are known, documented, and mapped, and future private connections to the City's MS4 will be documented and mapped.

SECTION 7 – ILLICIT DISCHARGE DETECTION AND ELIMINATION

7.1 PERMIT REQUIREMENTS AND DATES

Section S5.C.5 of the Western Washington Phase II Municipal Stormwater Permit requires the City to maintain an ongoing program designed to prevent, detect, characterize, trace and eliminate illicit connections and illicit discharges into the MS4. Specific program components are outlined below:

- Include procedures for reporting and correcting or removing illicit connections, spills, and other illicit discharges when they are suspected or identified. Illicit connections and illicit discharges must be identified through (but not limited to) field screening, inspections, complaints/reports, construction inspections, maintenance inspections, source control inspections, and/or monitoring information, as appropriate.
- Informing public employees, businesses, and the general public of hazards associated with illicit discharges and improper disposal of waste.
- Enforce ordinance 18-1099, which effectively prohibits non-stormwater, illicit discharges into the City's MS4 to the maximum extent allowable under state and federal law. Ordinance 18-1099 addresses:
  - Allowable discharges (as outlined in S5.C.5.c.i of the NPDES Permit).
  - Conditionally allowable discharges (as outlined in S5.C.5.c.ii of the NPDES Permit).
  - Any category of allowable or conditionally allowable discharges if the discharges are identified as significant sources of pollutants to waters of the State.
  - Escalating enforcement procedures and actions for repeat offenders.
- Implement an ongoing program designed to detect and identify non-stormwater discharges and illicit connections into the City's MS4. The program shall include:
  - Procedures for conducting investigations, including field screening and methods for identifying potential sources (which may also include source control inspections), implementing a field screening methodology appropriate to the characteristics of the MS4 and water quality concerns. Screening for illicit connections may be conducted using: *Illicit Connection and Illicit Discharge Field Screening and Source Tracing Guidance Manual* (Herrera Environmental Consultants, Inc.; May 2013), or another methodology of comparable or improved effectiveness. The City shall document the field screening methodology in the annual report. The City shall complete field screening for an average of 12% of the MS4 each year. Tracking began August 1, 2019.
  - A publicly listed and publicized hotline or telephone number for public reporting of spills and other illicit discharges. Upon discussions with first

responders, it was determined that the public should call 911 to report a spill or other illicit discharge. Responding fire and/or police will contact Public Works for assistance and reporting. Public Works can still be contacted for non-emergencies (360-851-4446 during business hours; 360-851-4517 for emergencies after hours).
    - An ongoing training program on the identification of an illicit discharge and/or connection, and on the proper procedures for reporting and responding to the illicit discharge and/or connection, for all municipal field staff, who, as part of their normal job responsibilities, might come into contact with or otherwise observe an illicit discharge and/or illicit connection to the MS4. Follow-up training shall be provided as needed. City shall document and maintain records of the trainings provided and the staff trained.
- Implement an ongoing program designed to address illicit discharges, including spills and illicit connections, into the MS4. The program shall include:
    - Procedures for characterizing the nature of, and potential public or environmental threat posed by, any illicit discharges found or reported to the City. Procedures shall address the evaluation of whether the discharge must be immediately contained and steps to be taken for the containment of the discharge.
    - Procedures for tracing the source of an illicit discharge; including visual inspections, and when necessary, opening manholes, using mobile cameras, collecting and analyzing water samples, and/or other detailed inspection procedures.
    - Procedures for eliminating the discharge; including notification of appropriate authorities; notification of the property owner; technical assistance; follow-up inspections; and implementation and use of the compliance strategy mentioned above, including escalating enforcement and legal actions if the discharge is not eliminated.
    - The City must meet the following timelines and be responsible for the following actions:
        - Immediately respond to all illicit discharges, including spills, which are determined to constitute a threat to human health, welfare, or the environment by taking appropriate action to correct or minimize the threat to human health, welfare, and/or the environment; notifying DOE and other appropriate spill response authorities within 24 hours of learning about the illicit discharge or spill; and immediately report spills or discharges of oils or hazardous substances to DOE and the Washington Emergency Management Division.
        - Investigate (or refer to the appropriate agency with the authority to act) within 7 days any complaints, reports, or monitoring information that indicates a potential illicit discharge.
        - Initiate an investigation within 21 days of any report or discovery of a suspected illicit connection to determine the source of the connection,

the nature and volume of discharge through the connection, and the party responsible for the connection.

- Upon confirmation of an illicit connection, use the compliance strategy in a documented effort to eliminate the illicit connection within 6 months. All known illicit connections to the MS4 shall be eliminated.
- Track and maintain records of illicit discharges, spills, and illicit connections, including those that were found by, reported to, or investigated by the City. Data shall be submitted annually in the Annual Report following the instructions, timeline, and format found in Appendix 12 of the Permit.

7.2 CURRENT ACTIVITIES

The City currently implements activities and programs that meet Permit requirements. The current compliance activities associated with the above Permit requirements include:

- Through Ordinance 18-1099, city staff has the ability to intervene and stop illicit discharges, to get involved to educate those that pollute unknowingly and follow up with additional enforcement actions not complying with corrective actions.
- City staff responsible for identification, investigation, termination, cleanup, and reporting of illicit discharges, including spills and illicit connections, shall be trained to conduct these activities. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements or staffing. The training provided and staff trained shall be documented. Six Public Works staff members received IDDE training on November 15, 2018.
- Continue to respond to reported illicit discharge reports and documenting the actions taken to eliminate them.
- Continue to follow up on hotline illicit discharge tips.
- Implement the City IDDE program to detect and stop illicit discharges to the City's MS4 by:
  - Characterizing the nature of illicit discharges
  - Tracing the source
  - Removing the source
  - Educating those responsible
  - Enforcing the City's code to stop illicit discharges

7.3 PLANNED ACTIVITIES

The City will field screen a minimum of 12% of the City's outfalls and discharge points for illicit connections to meet the requirement of screening 12% of all outfalls each year.

The City will provide training to new Public Works staff for IDDE.

SECTION 8 – CONTROLLING RUNOFF FROM NEW DEVELOPMENT, REDEVELOPMENT AND CONSTRUCTION SITES

8.1 PERMIT REQUIREMENTS AND DATES

Section S5.C.6 of the Western Washington Phase II Municipal Stormwater Permit requires the City to implement and enforce a program to reduce pollutants in stormwater runoff to the City's MS4 from new development, redevelopment and construction site activities, which applies to private and public development, including transportation projects. Specific program components are outlined below.

- The City will implement an ordinance or other enforceable mechanism that addresses runoff from new development, redevelopment, and construction site projects no later than June 30, 2022. This program will apply to all applications (projects with a complete project description, site plan, and, if applicable, a SEPA checklist) on or after July 1, 2022, prior to January 1, 2017 that have not started construction by January 1, 2022, and those between January 1, 2022 and July 1, 2022 that have not started construction by July 1, 2027.
  - In order to comply with new requirements regarding site planning requirements; BMP selection criteria; BMP design criteria; BMP infeasibility criteria; LID competing needs criteria; and BMP limitations, the City should adopt the DOE 2019 Stormwater Management Manual for Western Washington (the 2019 SWMMWW). Adoption and implementation of the 2019 SWMMWW will meet the requirements of the Permit. The mechanism to meet these requirements shall be in place by June 30, 2022.
  - The City shall have the legal authority in place by June 30, 2022, through the approval process for new development and redevelopment, to inspect and enforce maintenance standards for private stormwater facilities that discharge to the City's MS4.

8.2 CURRENT ACTIVITIES

The City code currently implements the activities and programs to meet Permit requirements. The current compliance activities associated with the above Permit requirements include:

- The City conducts construction and stormwater site inspections during the pre-construction and construction phases.

- The City has implemented a permitting process with plan review, inspection and enforcement capability for both private and public projects. This program applies to all sites as determined by Section 3 of Appendix 1 of the Permit.
- The City reviews stormwater site plans for proposed development activities.
- The City inspects, prior to clearing and construction, all known development sites that have a high potential for sediment transport.
- The City inspects all known permitted development sites during construction to verify proper installation and maintenance of required erosion and sediment controls. The City will enforce as necessary based on the inspection.
- The City inspects all permitted development sites upon completion of construction and prior to final approval or occupancy to ensure proper installation of permanent stormwater controls such as stormwater facilities and structural BMPs. Also, the City will verify a maintenance plan is completed and responsibility for maintenance is assigned. Enforcements will be made, as necessary, based on the inspection.
- The City must perform at least 80% of required inspections in order to achieve Permit compliance. Staff schedules all inspections through the City's PermitTrax software and records of inspections are maintained in PermitTrax by inspectors. Routine inspections not set in PermitTrax will be tracked separately by Public Works maintenance staff.
- Inspections of all permanent stormwater treatment and flow control BMPs/facilities and catch basins in new residential developments every six months until 90% of the lots are constructed (or when construction is stopped and the site fully stabilized) to identify maintenance needs and enforce compliance with maintenance standards as needed.
- The City implements an enforcement strategy to respond to issues of non-compliance.
- The City ensures that all staff responsible for implementing the program to control stormwater runoff from new development, redevelopment, and construction sites, including permitting, plan review, construction site inspections, and enforcement, are trained to conduct these activities.
    - The City has three Certified Erosion and Sediment Control Leads (CESCL).
    - The City has three Certified Erosion and Sediment Control Inspectors certified through the American Stormwater Institute.
    - The City has two Certified Stormwater Inspectors trained by the NPDES National Stormwater Center.
- Links for DOE's "Notice of Intent for Construction Activity" and "Notice of Intent for Industrial Activity" are available to representatives of proposed new development and redevelopment on the City's website.
- In addition to the above requirements and with the TMDL for phosphorus on Lake Sawyer, City staff (and/or King County, and/or citizen volunteers) continues to take water quality samples at Lake Sawyer. The schedule for meeting goals in the TMDL called for testing that would end in 2014, but the City has continued with the testing.

- The City used the 2005 SWMMWW and the Lake Sawyer TMDL in the Development Agreement for the major Master Planned Developments (MPDs) in Black Diamond.

8.3 PLANNED ACTIVITIES

The City has a program to help reduce stormwater runoff from new development and construction sites. The City will review and implement the 2019 SWMMWW to maintain compliance by June 30, 2022. The City will continue to:

- Update and implementing process codes, fees and standards as necessary and as identified needs arise.
- Determine staff training needs and develop training strategies as updates to Permit requirements are implemented by DOE.
- Conduct testing on Lake Sawyer.

SECTION 9 –OPERATIONS AND MAINTENANCE

9.1 PERMIT REQUIREMENTS AND DATES

Section S5.C.7 of the Western Washington Phase II Municipal Stormwater Permit requires the City to implement and document a program to regulate maintenance activities and to conduct maintenance activities that prevent or reduce stormwater impacts. Specific program components are outlined below.

- Establish maintenance standards that are as protective, or more protective, of facility function that those specified in the 2019 SWMMWW by June 30, 2022. The purpose of the maintenance standard is to determine if maintenance is required and is not a measure of the facility's required condition at all times between inspections.
- Program to verify adequate long-term O&M of stormwater facilities regulated by the City. Verification shall be established by records of inspections and enforcement actions by City staff. Program components include:
  - Ordinance or other enforceable mechanism in place that clearly identifies the party responsible for maintenance; requires inspections of facilities, and establishes enforcement procedures.
  - Annual inspections of all stormwater treatment and flow control BMPs/facilities that discharge to the MS4 and were permitted by the City. The inspection frequency may be reduced if documentation from actual inspections shows a reduced frequency may be used according to Section S.5.C.7.b.i(b) of the Permit. The City must achieve at least 80% of required inspections.
- Annual inspection of all municipally owned or operated stormwater treatment and flow control facilities and taking appropriate maintenance actions. Inspection frequency may be reduced as outlined in Section S5.C.7.c.i of the Permit.
- Spot checks of potentially damaged treatment and flow control BMPs/facilities after major storm events (10 year storm).
- Inspection of all catch basins and inlets owned or operated by the City every two years. A reduced frequency in inspections can be permitted based on documentation in accordance with Section S5.C.7.c.iii(a) of the Permit.
- Implement practices, policies and procedures to reduce stormwater impacts associated with runoff from all lands owned or maintained by the City, including but not limited to: streets, parking lots, roads, highways, buildings, parks, open space, road right-of-way, maintenance yards, and stormwater treatment and flow control BMPs/facilities. Documentation of these practices, policies, and

procedures shall be completed no later than December 31, 2022. Activities to be addressed include pipe cleaning; cleaning of culverts that convey stormwater in ditch systems; ditch maintenance; street cleaning; road repair and resurfacing (including pavement grinding); snow and ice control; utility installation; pavement striping maintenance; maintenance of roadside areas (including vegetation management); dust control; application of fertilizers, pesticides, and herbicides according to the instructions for their use (including reducing nutrients and pesticides using alternatives that minimize environmental impacts); sediment and erosion control; landscape maintenance and vegetation disposal; trash and pet waste management; and building exterior cleaning and maintenance.

- Implement an on-going training program for City staff whose construction, operations or maintenance job functions may impact stormwater quality. Records of training shall be kept and shall include dates, activities or course descriptions, and names and positions of staff in attendance.
- Continue to implement a Stormwater Pollution Prevention Plan (SWPPP) for all heavy equipment maintenance or storage yards, and material storage facilities owned or operated by the City (the Public Works Shop). SWPPPs shall be updated no later than December 31, 2022. The SWPPP shall include components outlined in S5.C.7.f.i-v.
- Keep records of inspections and maintenance or repair activities.

9.2 CURRENT ACTIVITIES

The City currently has activities and programs that meet Permit requirements. The current compliance activities associated with the above Permit requirements include:

- The City has a program for maintaining and inspecting catch basins with the most recent inspections and maintenance occurring in the summer of 2020.
- The City has completed a site assessment of City facilities, including the fire station, the police station, the public works facility, and the water reservoir and pump station.
- The City inspects City owned stormwater treatment facilities and has adapted inspections and inspection criteria as identified in the 2014 SWMMWW.
- The City has trained employees whose construction, operations or maintenance job functions may impact stormwater quality in the implementation of BMPs that will reduce or eliminate pollution from entering the MS4 from City facilities or operations.
- The City has established maintenance standards that are as protective as those specified in the 2014 SWMMWW.

- The City is reviewing the maintenance standards specified in the 2019 SWMMWW.
- The City performs maintenance within required timeframes when an inspection identifies an exceedance of the maintenance standard. For each exceedance of the required timeframe, the City will document the circumstances and how they were beyond the City's control.
- The City annually inspects all municipally owned or operated permanent stormwater treatment and flow control facilities and maintains facilities according to the adopted maintenance standards.
- The City performs maintenance on City ponds and BMPs within required timeframes when an inspection identifies a maintenance standard has been exceeded. If the City does not perform maintenance within the required timeframe, the City will document the circumstances and how they were beyond their control, and will submit documentation to DOE.
- After major storm events (classified as a 10-year storm), the City conducts spot checks of potentially damaged stormwater facilities.
- The City implements practices to reduce stormwater impacts associated with runoff from streets, parking lots, roads or highways owned or maintained by the City, and road maintenance activities conducted by the City.
- Procedures are in place to reduce pollutants in discharges from all lands owned or maintained by the City and subject to this Permit, including but not limited to: parks, open space, road right-of-way, maintenance yards, and stormwater treatment and flow control facilities. Procedures include:
    - Proper application of fertilizer, pesticides, and herbicides
    - Sediment and erosion control (the City has three CESCLs on staff)
    - Proper landscape maintenance and vegetation disposal
    - Proper trash management
    - Proper maintenance and cleaning of City buildings
- City employees, whose construction, operations or maintenance job functions may impact stormwater quality, receive training on an as-needed basis.
- SWPPPs are in place for all heavy equipment maintenance or storage yards, and material storage facilities owned or operated by the City in areas subject to this Permit that are not required to have coverage under the Industrial Stormwater General Permit. The latest update to the SWPPP for the Public Works Maintenance Facility was completed in November, 2019.
- Tracking and documentation methods, along with procedures associated with inspection, maintenance or repair activities, are being utilized by City staff.
- The washing of City vehicles and large equipment is performed at the City's equipment washing facility at the City's maintenance site. Staff

using the facility is trained prior to use in accordance with standard operating procedures for the facility.

9.3 PLANNED ACTIVITIES

The City will continue with current activities to prevent pollution from municipal maintenance operations.

- The City sweeps arterial and collector streets at least twice per year and will sweep more frequently as budgets and schedules allow.
- Street waste is disposed of according to BMPs.
  - The City utilizes guidance from the 2014 SWMMWW to determine how to handle stockpiled sweepings, will refer to Appendix IV-B of the 2019 SWMMWW, and will utilize Appendix 6 of the Permit.
  - Clean soil and compost materials will be mixed and reused in the City, where needed, and in accordance with BMPs.
- The City will clean all catch basins at least once every two years. As part of catch basin cleaning, the City will inspect each catch basin to check for deficiencies that may prevent catch basins from functioning properly.
- Continue to review the 2019 SWMMWW and prepare for adoption before June 30, 2022.
- Prepare documentation of practices, policies, and procedures to reduce stormwater impacts associated with runoff prior to December 31, 2022.

SECTION 10 –SOURCE CONTROL FOR EXISTING DEVELOPMENT

10.1 PERMIT REQUIREMENTS AND DATES

Section S5.C.8 of the Western Washington Phase II Municipal Stormwater Permit requires the City to implement a program to prevent and reduce pollutants in runoff from areas that discharge to the City's MS4. Specific program components and dates are outlined below:

- Apply operational source control BMPs, and if necessary, structural source control BMPs or treatment BMPs/facilities, or both, to pollution generating sources associated with existing land use activities.
- Inspections of pollutant generating sources at publicly and privately owned institutional, commercial, and industrial sites to enforce implementation of required BMPs to control pollution discharging into the MS4.
- Application and enforcement of local ordinances at sites located within the City that meet the criteria of Appendix 8 of the Permit as well as home-based businesses and multi-family sites.
    - Practices must also be implemented to reduce polluted runoff from the application of pesticides, herbicides, and fertilizers at these sites.
- Adopt or make effective an ordinance, or other enforceable documents, requiring the application of source control BMPs for pollutant generating sources associated with land uses within the City that meet the criteria of Appendix 8 of the Permit no later than August 1, 2022. This requirement is met by using the source control BMPs in the 2019 SWMMWW.
- Establish an inventory that identifies publicly and privately owned institutional, commercial, and industrial sites which have the potential to generate pollutants no later than August 1, 2022. This includes sites within the City that meet the criteria of Appendix 8 of the Permit and other pollutant generating sources, such as home-based businesses and multi-family sites.
- Implement an inspection program for identified sites in the City that meet the criterial of Appendix 8 of the Permit, no later than January 1, 2023.
    - Identified sites shall be provided education about activities that may generate pollutants and the source control requirements applicable to those activities.
    - Complete inspections for at least 20% of identified sites annually. Sites can be inspected more than once and follow-up compliance inspections in following years can count towards the 20%

requirement. It is not a requirement to inspect 100% of identified sites over a five-year period.
    - Complete inspections for 100% of sites identified through credible complaints received by the City.
    - Attempted inspections where entry is denied by the property owner count towards the total.
- Implement a progressive enforcement policy that requires sites to comply with stormwater requirements no later than January 1, 2023. Compliance with regulations shall follow the following steps:
    - If, after a reasonable amount of time, a site has failed to adequately implement required BMPs, the City shall take appropriate follow-up action(s), which may include phone calls, reminder letters, emails, or follow-up inspections.
    - If, after a reasonable amount of time, a site has failed to adequately implement required BMPs following follow-up action(s), the City shall take enforcement action as allowed through the City Code or ordinances, or through the judicial system.
    - The City shall maintain records, including documentation of each site visit, inspection reports, warning letters, notices of violation, and other enforcement records, demonstrating the City's efforts to bring sites into compliance. Records shall also be maintained for sites in which the City was denied entry for inspection.
    - Non-emergency violations of local ordinances can be referred to DOE, provided that the City has made a documented effort of progressive enforcement.
- Staff responsible for implementing the source control program shall be trained to conduct these activities. Follow-up trainings shall be provided, as necessary. Training shall cover the legal authority for source control, source control BMPs and their proper application, inspection protocols, lessons learned, typical cases, and enforcement procedures. The City shall document and maintain records of the training provided and the staff trained.

10.2 CURRENT ACTIVITIES

The City currently inspects private properties with stormwater facilities that discharge directly to the City's MS4 and looks at BMPs that are currently in place in relation to the connection point. The has an inventory in its PermitTrax system showing the businesses that are within the City. With this information, City staff will be able to determine which sites would be subject to this program and the applicable BMPs for those sites.

10.3 PLANNED ACTIVITIES

The City will look at how current adopted rules and regulations measure up to the BMPs outlined in Volume IV of the 2019 SWMMWW and how those might apply to existing sites within the City. The City will first analyze which sites in the City meet the criteria in Appendix 8 of the Permit and will investigate which BMPs will apply to those specific sites, and which BMPs are currently in place at those sites. The City will look into DOE's role with investigations on properties within the City that have their own NPDES Permit from DOE.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT: **Resolution in support of PSRC VISION 2040, regional growth strategy and targets, and requesting full certification of the Comprehensive Plan**	**Agenda Date: February 4, 2021**	**AB21-008**
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	**X**
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): None	Police – Chief Kiblinger	
Fund Source: NA	Public Works – Seth Boettcher	
Timeline: Prior to adoption of 2020 Comp Plan amendments	Court – Stephanie Metcalf	

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

Attachments: Resolution

SUMMARY STATEMENT:

In May 2019, the City Council adopted a required periodic update to the City's Comprehensive Plan. This update was originally due in 2015 but was delayed due to multiple factors. The 2019 Comp Plan was upheld by the Growth Management Hearings Board in early January 2020.

The state Growth Management Act calls for coordination between local, regional, and state planning efforts. To advance this coordination, state law requires the Puget Sound Regional Council (PSRC) to certify that local comp plans in the Central Puget Sound region conform to established regional guidelines and principles, the adopted long-range regional transportation plan, and other GMA planning requirements. Within the Central Puget Sound region, the multicounty planning policies in PSRC's VISION 2040 plan provide the guiding principles. PSRC certification of local comp plans is also a requirement for cities that intend to apply for PSRC funding or submit projects to the Regional Transportation Improvement Board. The PSRC's certification process allows the PSRC to review local plans for alignment with VISION 2040, the Regional Transportation Plan, and the GMA.

In January 2020, the PSRC granted *conditional* certification to the City's 2019 periodic update to the Comprehensive Plan. PSRC noted several "exemplary plan provisions" but also noted areas where the City's Comp Plan deviates from regional planning goals and adopted growth targets, including expected housing growth that far exceeds the adopted 2035 housing goals. To obtain full certification, PSRC required the City to meet the following four Conditions:

1. Amend the Comp Plan to indicate that a route development plan for SR-169 has not been completed, and that the City's transportation demand modeling and project list do not assume that SR-169 will be widened. The current plan includes statements referencing potential widening of SR-169.
2. Amend the Comp Plan to acknowledge that SR-169 has been designated a "highway of statewide significance," and that the associated level of service is set by the state, not the City.

3. Amend the Comp Plan to provide a more detailed explanation of contingency plans to address any funding shortfalls that may occur if the planned improvements for the MPDs are not fulfilled.
4. Commit, through a City Council resolution, to continue to work with regional, county, and local planning agencies to ensure that the impacts of the MPDs are managed appropriately, and specifically to:
    a. Coordinate with King County and other jurisdictions during the 2021 target-setting process to narrow the gap between the growth targets and anticipated growth
    b. Avoid increases in development capacity that would significantly surpass adopted targets
    c. Continue to coordinate with other jurisdictions regarding anticipated growth levels, and to assess and mitigate traffic impacts from growth.

While PSRC looks for city comp plans to be substantially consistent with their adopted regional growth targets, PSRC recognized the unique circumstances in Black Diamond, including prior agreements with King County and property owners in the 1990s, annexation of additional area in 2005, and approval of two MPDs in 2010. The PSRC Certification Conditions identified above are intended to continue bringing Black Diamond growth closer into alignment with regional strategy and growth targets over time.

To meet these Conditions, City staff have worked with the Planning Commission and the City Council to approve a docket of 2020 Comp Plan amendments. The proposed amendments have been through a public hearing and Planning Commission review. Community Development Director Mona Davis and the City Attorney met with PSRC staff in late December 2020 to discuss the City's proposed package of 2020 Comp Plan amendments. PSRC confirmed that the draft Comp Plan amendments recommended by the Planning Commission will satisfy Conditions 1, 2, and 3 above.

The attached resolution is intended to satisfy Condition 4. PSRC staff reviewed and approved the language of the attached resolution as meeting the requirements of Condition 4. If the Council adopts this resolution and subsequently adopts the proposed 2020 Comp Plan amendments, then the City will have completed the four requirements for the PSRC to grant full certification of the 2019 Comp Plan update.

The PSRC Executive Board is expected to approve the City's request for an extension until June 30, 2021 to complete the certification requirements. Staff anticipates that the 2020 Comp Plan amendments will be ready for Council consideration and adoption at the March 4, 2021 Council meeting. The attached resolution may be acted on before the Comp Plan amendments are adopted.

FISCAL NOTE (Finance Department): No cost impacts.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **A motion to adopt Resolution supporting PSRC's VISION 2040 plan, regional growth targets and strategies, and requesting full certification of the City's Comprehensive Plan by PSRC.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
February 4, 2021		

RESOLUTION NO. 21-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, SUPPORTING THE PUGET SOUND REGIONAL COUNCIL (PSRC) VISION 2040 PLAN, REGIONAL GROWTH STRATEGY, AND ADOPTED GROWTH TARGETS, AND REQUESTING FULL CERTIFICATION OF THE CITY'S COMPREHENSIVE PLAN BY PSRC.

WHEREAS, the Growth Management Act ("GMA") requires the City of Black Diamond to develop, adopt, and implement a comprehensive plan pursuant to Chapter 36.70A RCW; and

WHEREAS, the GMA further requires that comprehensive plans be subject to continuing review and evaluation and requires that these plans be updated on a periodic basis to ensure continuing compliance with the GMA; and

WHEREAS, the City initiated a major period update of its comprehensive plan in 2015 as required by the GMA; and

WHEREAS, due to various issues concerning staff turnover, political turmoil on the City Council, and other obstacles to completion, the City did not complete its 2015 periodic update until 2019; and

WHEREAS, the City Council adopted the updated Black Diamond Comprehensive Plan on May 2, 2019 ("Comprehensive Plan"); and

WHEREAS, the Comprehensive Plan was appealed to the Growth Management Hearings Board, which upheld the validity of the Comprehensive Plan and the City's adoption process by decision dated January 6, 2020; and

WHEREAS, on January 17, 2020, following its certification review procedures, the Puget Sound Regional Council ("PSRC") issued a PSRC Plan Review Report & Certification Recommendation ("Certification Report") to the PSRC Growth Management Policy Board, Transportation Policy Board, and Executive Board, in which PSRC recommended conditional certification of the City's Comprehensive Plan, with full certification conditioned on the City's satisfaction of four requirements by December 31, 2020; and

WHEREAS, the City's four required conditions for full certification, as stated in the January 17, 2020 PSRC Certification Report are summarized as follows: (1) amend the Comprehensive Plan to indicate that a state route development plan for SR-169 has not been completed, and that the City's transportation demand models and project list do not assume a widening of SR-169; (2) amend the Comprehensive Plan to acknowledge that SR-169 has been designated a highway of statewide significance, with associated levels of service established by the state, not the City; (3) amend the Comprehensive Plan to

provide more details of contingency planning to address funding shortfalls if the Master Developer fails to complete the planned improvements associated with the Master Planned Developments; and (4) adopt a City Council resolution that commits the City to continue working with regional, county, and local planning agencies to ensure the impacts of the Master Planned Developments are managed appropriately, including (i) coordination with King County and other jurisdictions during the 2021 target-setting process to narrow the current gap between anticipated growth and the growth targets (as acknowledged in the Comprehensive Plan); (ii) avoidance of increases in development capacity that would significantly surpass adopted targets; and (iii) coordination with other jurisdictions regarding unanticipated growth levels, with assessment and mitigation of traffic impacts; and

WHEREAS, the City Council adopted a work plan to address the three Comprehensive Plan amendments required by the PSRC Certification Letter, and the City's Planning Commission has now reviewed, received public testimony, deliberated, and recommended a package of Comprehensive Plan amendments that address the PSRC requirements for full certification; and

WHEREAS, the PSRC staff have reviewed the City's proposed package of 2020 Comprehensive Plan amendments and has determined that the amendments, if adopted by the City Council, will satisfy the conditions established by the PSRC for full certification, as described above; and

WHEREAS, the only remaining PSRC requirement for full certification of the Comprehensive Plan is the adoption of a City Council resolution that meets the criteria described above; and

WHEREAS, the recent departure of the City's Director of Community Development and other complications arising from the COVID-19 pandemic have unfortunately delayed completion of the City's work plan in time to meet the December 31, 2020, deadline established in the PSRC Certification Report; and

WHEREAS, the City has requested an extension until June 30, 2021, to complete the requirements for full certification, and the PSRC is expected to grant the request; and

WHEREAS, the City Council desires to complete the four requirements of the PSRC Certification Report and obtain full certification of the Comprehensive Plan;

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

Section 1. The City Council is committed to continue advancing the integrity and mission of VISION 2040 and the Regional Growth Strategy through the policies and implementation strategies adopted in the City's comprehensive plan and regulatory standards.

Section 2. The City Council acknowledges that currently anticipated and vested growth in the City exceeds the growth targets established for Black Diamond by regional planning agencies. Recognizing the binding nature of the vested development

agreements that govern the Master Planned Developments ("MPD"), and that these MPD development agreements do not expire until 2027, the City will continue, as it consistently has, to diligently enforce the mitigation requirements built into the development agreements. Further, the City Council is committed to actively managing and mitigating impacts related to other growth in the City, including impacts on surrounding communities, rural and resource lands, and the local and regional transportation system.

Section 3. It is a City priority for staff and other City representatives to continue working collaboratively with other cities, King County, and the PSRC on future growth allocations during the 2021 (and future) housing and employment target-setting process. The City Council commits to planning for growth in future updates to the Comprehensive Plan, seeking consistency with those collaboratively set and adopted targets, while continuing to comply with state and federal law and vested development rights.

Section 4. The City Council is committed to studying and, as needed, adopting future measures reasonably necessary to manage anticipated growth and mitigate potential impacts on surrounding communities, rural and resource lands, and the regional transportation system. Potential mitigation strategies include: growth monitoring, collaborative planning, impact fees, transportation concurrency requirements, non-motorized transit planning, planning for expanded public facilities, enforcement of environmental regulations, and design review. The Council commits to continue the City's proactive identification and adoption of strategies, measures, and actions to manage and mitigate the impacts of growth.

Section 5. The City Council commits to managing its growth within the current City of Black Diamond and UGA boundaries, and to using the adopted countywide criteria for evaluating any potential UGA modifications.

Section 6. The City Council commits to prioritizing consistency with VISION 2040 and the Regional Growth Strategy when considering future land use and zoning changes and capital facilities investments, subject to applicable state and federal constitutional limitations and consistent with all applicable laws and vested development rights.

Section 7. The City Council finds that it has reasonably addressed the four conditions of certification set forth in the PSRC's Plan Review Report & Certification Recommendation dated January 17, 2020. Accordingly, the City Council hereby requests that the PSRC Executive Board grant full certification of the City of Black Diamond Comprehensive Plan.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS ___TH DAY OF _____, 2021.

CITY OF BLACK DIAMOND:

_____

Carol Benson, Mayor

Attest:

_____
Brenda L. Martinez, City Clerk