



CITY OF BLACK DIAMOND
April 4, 2024 Regular Business Meeting Agenda
Council Chambers, 25510 Lawson St.
Black Diamond, WA 98010

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

Zoom link to join meeting: <https://zoom.us/j/4454477047?pwd=eGxRY3ZEeU14SVM2cGRBcUxCSjdmZz09>

(Note: You do not need a web cam to join the meeting, but you will need audio to hear the proceedings.)

Meeting ID: 445 447 7047 Password: Council

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

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

READING OF GUIDING PRINCIPLES:

AGENDA REVIEW AND APPROVAL:

COMMITTEE REPORTS:

DEPARTMENT REPORTS:

1) Finance

2) Court

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

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

3) Proclamation – Sexual Assault Awareness Month

CONSENT AGENDA:

4) Claim Checks – April 4, 2024, Check No. 54273 through Check No. 54314 in the amount of \$165,554.02

5) Minutes – Town Hall Meeting of March 14, 2024, Special Council Meeting of March 21, 2024, Council Meeting of March 21, 2024

6) AB24-028 - Resolution Accepting the Gymnasium Roof Replacement Project as Complete Mr. Hanis

PUBLIC HEARINGS:

UNFINISHED BUSINESS:

NEW BUSINESS:

7) AB24-029 – Resolution Accepting Bid and Awarding Contract for the Boat Dock Project Mr. Hanis

MAYOR'S REPORT:

COUNCIL REPORTS:

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

ATTORNEY REPORT:**PUBLIC COMMENTS:****EXECUTIVE SESSION:****ADJOURNMENT:**

City of Black Diamond, Washington

Financial Operating Report

For the Fourth Quarter

2023





CITY OF BLACK DIAMOND

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Black Diamond, WA 98010

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March 13, 2024

2023 4th Quarter Financial Report for Operating Funds

The 4th Quarter Financial Report summarizes the 2023 budgeted revenue and expenditures compared to the actual revenue and expenditures received through December 31, 2023. Prior years' revenue and expenditures are included for the purpose of making comparisons. This report includes statements for the General Fund, Street Fund, Water Fund, Sewer Fund, and Stormwater Fund.

General Fund Operating Revenues

The General Fund operating revenue for the fourth quarter of 2023 equals \$8,674,449 which is 103.2% of above what was budgeted. This increase is primarily due to the high rates of return we are seeing from the interest from investments being 179% of what was expected. Additionally, Business Licenses, Utility and Gambling Tax, and Police Department Revenue were all significantly higher than budgeted expectations. Partially offsetting these positive revenue increases are the State Sales Tax Assistance, Municipal Court, Land Use and Permitting Fees, and Parks revenues. Total General Fund Operating revenue is at about 3.2% percent above trend. The following revenue comparisons briefly describe the various revenue highlights and their variances from the 2023 budget.

2023 Revenue Comparison

Revenue	Comparison to Trend
Property Tax	Ended just above trend.
Sales Tax	Ended 10% above budget.
State Sales Tax Assistance	Not Eligible for 2023.
Utility & Gambling Tax	11.1% above trend due to an increase in utility users and milder weather.
Cable Franchise Fees	23.1% above trend due to reduction in traditional cable but an increase in internet service through the same providers.
Business Licenses	34.8% above trend.
Liquor Tax & Profit	11.5% above trend.
KC Recycle Grants	7.2% above trend.

Municipal Court	34.8% under trend.
Police Department Revenue	17.3% above trend due primarily to a surge in Traffic School revenues in the summer.
Land Use & Permitting Fees	12.3% under trend.
Park Fees	6.9% under trend.
Cemetery Fees & Charges	201.4% above trend.
Investment Interest & Misc	179% above trend due to high interest rates for different investment vehicles: treasury notes, certificates of deposits, and bonds.
Funding Agreement	20.3% under trend, this could be due to less expenditures to be reimbursed or the timing lag between reimbursements and the initial expenditure.

General Fund Operating Expenditures

The operating expenditure for the General Fund during 2023 is \$8,240,582, which is 78.0% of what the City had budgeted to spend. All of the General Fund Departments spent within their budget this year, which is great. In total, the General Fund is under trend by approximately 23.3%.

General Fund Summary

In all, the General Fund had a surplus of \$375, 897 in operating revenue excluding revenues related to the MRDT funding agreement and reimbursements. The City's Total General Fund Sources for 2023 is \$17,656,560 – a little more than \$1.1 million dollars more than what was budgeted for the year. This is largely due to the City having a larger beginning cash balance of approximately \$1.4 million than what was budgeted for in 2022.

Street and Utility Operating Funds

The Street Operating Fund revenue operating revenue ended 2023 at \$155,658 a little above 2% of budgeted projections. The Street Fund received three transfers from different funds totaling \$450,000 and an additional \$13,282 from interest from investments. Operating expenditures for the year totaled at \$473,136 a little over 76% of what was budgeted for the year. After consideration of transfers, this fund had a total surplus of \$97,258 this year.

The Water Operating Fund for 2023, is \$1,892,348 or 105.1% of what was projected for the year. The surplus is primarily due to the increased number of residences and increased usage during the peak summer months. Operating expenditures are at 76.1% of what was budgeted at \$1,267,288. Overall, the Water Fund incurred a surplus of \$208,919 for 2023.

The Sewer Operating Fund revenue through December 31, 2023, is \$2,187,697 or 101.4% of what was projected for the year. Similar to the Water Fund, the surplus is primarily due to the increased number of residences. Operating expenditures are at 91.4% of what was budgeted, \$2,328,465. This fund is very close to being on trend. Adding to the overall expenditure for the fund was a transfer of \$35,000 that was

made to the Public Works Equipment Replacement Fund. Overall, the Sewer Fund incurred a surplus of \$652,098. After transfers were made, the Stormwater Fund incurred a surplus of \$59,888.

Summary of trend in Cash and Investment Balances - 2017 through December 31, 2023

The last page of this document is a summary report showing cash and financial trends from 2017 through December 2023. The total city Cash and Investment balance of 19,944,516 as of December 31, 2023.

Last year, there was an increase in the General Fund cash balance of \$499,254 from what it was last year, \$8,005,313. This increase is in part due to the increased effort towards conservative spending because we are acutely aware that expenditures increased roughly 47% from 2021 to 2022. Due to this conservative spending, our expenditures in 2023 were roughly 12% less than 2022. Additionally, general fund revenues were higher overall than expected. Our goal is to keep a positive cash balance so that we will have a stronger position in the future to mitigate any potential surprises.

The Operating Utility Funds cash balance of \$4,165,958 through December 31, 2023, has reduced by \$617,425 since December 2022 and is due partially to costs for service and the completion of capital projects.

Overall, the city has a very stable and positive financial position. This demonstrates that Mayor Benson, Council and Departments are diligently managing Black Diamonds Budget and Finances.

If you have any questions about the report, please call Xavier Mason, Finance Director, at 360-851-4514.

Xavier Mason
Finance Director
City of Black Diamond

2023 General Fund 4th Quarter Finance Report



	2022 4th Quarter Actual	2023 Budget	2023 4th quarter Actual	Variance to Budget	% Received or Spent
REVENUE					
1 Beg Cash & Invest Balance	8,346,574	6,097,682	7,506,059	1,408,377	123.1%
2 General Property Tax	2,444,231	2,674,500	2,729,594	55,094	102.1%
3 Sales Tax	1,585,394	1,200,000	1,322,835	122,835	110.2%
4 State Sales Tax Assistance	32,943	26,000	0	(26,000)	0.0%
5 Utility & Gambling Tax	977,659	984,140	1,093,406	109,266	111.1%
6 Cable Franchise Fees	81,196	66,200	81,498	15,298	123.1%
7 Business Licenses	42,590	35,600	48,000	12,400	134.8%
8 Liquor Tax & Profits	78,874	80,800	90,069	9,269	111.5%
9 KC Recycle Grants	16,496	16,500	17,687	1,187	107.2%
10 Municipal Court	190,527	150,400	98,050	(52,350)	65.2%
11 Police Department Rev	419,065	427,650	501,453	73,803	117.3%
12 Land Use and Permitting Fees	1,714,538	1,353,100	1,187,194	(165,906)	87.7%
13 Parks Revenue	45,352	56,000	52,132	(3,868)	93.1%
14 Cemetery Fees & Charges	2,657	3,600	7,250	3,650	201.4%
15 Investment Interest & Misc	198,354	280,000	501,218	221,218	179.0%
16 Subtotal Operating Rev	7,829,876	7,354,490	7,730,387	375,897	105.1%
17 Funding Agreement-MDRT	931,828	1,052,396	944,062	(108,334)	89.7%
18 Total Operating Revenue	8,761,704	8,406,886	8,674,449	267,563	103.2%
19 AWC Insurance and Flex Dep.	347,527	403,000	390,741	(12,259)	97.0%
20 Developer Reimb-MDRT Consultants	1,003,481	1,645,000	1,085,311	(559,689)	66.0%
21 Total Revenue	10,112,712	10,454,886	10,150,501	(304,385)	97.1%
22 Total General Fund Sources	18,459,286	16,552,568	17,656,560	1,103,992	106.7%

2023 General Fund 4th Quarter Finance Report



	2022 4th Quarter Actual	2023 Budget	2023 4th quarter Actual	Variance to Budget	% Received or Spent
1 EXPENDITURES					
2 Legislative-Council	17,757	24,542	16,352	8,190	66.6%
3 Executive-Mayor	13,396	15,898	15,827	71	99.6%
4 City Adminitrator	5,669	206,351	0	206,351	0.0%
5 Administrative Services (Clerk/Fin/IT/HR/Cnt Svc)	683,212	816,854	744,868	71,986	91.2%
6 Legal Services - Includes Pros. Atty & Public Def.	512,110	499,300	219,965	279,335	44.1%
7 Municipal Court	355,039	479,488	379,704	99,784	79.2%
8 Police Department	2,698,990	3,552,317	3,050,027	502,290	85.9%
9 Fire Department	989,100	1,133,340	1,099,068	34,272	97.0%
10 Recycling/Animal Control/Air Quality/Mental Health	49,573	111,700	48,736	62,964	43.6%
11 COVID 19 Expenses	6,328	10,500	0	10,500	0.0%
12 Community Development	939,416	2,259,737	1,383,120	876,617	61.2%
13 Facilities Department	190,186	152,702	129,205	23,497	84.6%
14 Parks Department	173,184	224,570	186,345	38,225	83.0%
15 Cemetery	38,635	28,742	19,633	9,109	68.3%
16 Total Operating Expenditures	6,672,596	9,516,041	7,292,851	2,223,190	76.6%
17 Funding Agreement-MDRT	884,627	1,052,396	947,731	104,665	90.1%
18 Total Operating Expenditures	7,557,223	10,568,437	8,240,582	2,327,855	78.0%
19 Transfer to Street Fund	170,000	200,000	200,000	0	100.0%
20 Transfer to Future Campus	1,800,000	0	0	0	0.0%
21 Transfer to Fire Study	35,000	75,000	75,000	0	100.0%
22 AWC Ins and Flex Deposit	348,445	403,000	8,176	394,824	2.0%
23 Developer MDRT-Consultants	1,042,560	1,645,000	1,127,488	517,512	68.5%
24 Total Expenditures	10,953,227	12,891,437	9,651,247	3,240,190	74.9%
25 30% Operating Reserved C&I	2,001,779	2,854,812	2,187,855	666,957	76.6%
26 Developer Reserved C&I	63,000	63,000	63,000	0	100.0%
27 Future Fire & Unreserved C&I	5,441,280	743,319	5,754,458	5,011,139	774.2%
28 Total Ending Cash & Investments	7,506,059	3,661,131	8,005,313	4,344,182	218.7%
29 Total General Fund Uses	18,459,286	16,552,568	17,656,560	1,103,992	106.7%

2023 Street Fund 4th Quarter Finance Report



	2022 Actual	2023 Budget	2023 4th Quarter Actual	Variance to Budget	% Received or Spent
1 REVENUE					
2 Gas Tax	99,858	100,200	113,782	13,582	113.6%
3 Right of Way Permits	14,202	14,000	12,922	(1,078)	92.3%
4 Other Revenue	45,737	38,300	28,954	(9,346)	75.6%
5 Total Operating Revenue	159,797	152,500	155,658	3,158	102.1%
6 Interest	4,434	1,200	13,282	12,082	1106.8%
7 Transfer in-REET II	70,000	100,000	100,000	0	100.0%
8 Transfer in Gen Fund	170,000	200,000	200,000	0	100.0%
9 Transfer in- TBD - Car Tab Fee	100,000	150,000	150,000	0	100.0%
10 Total Other Revenue	344,434	451,200	463,282	12,082	102.7%
11 Total Revenue	504,231	603,700	618,939	15,239	102.5%
12 Beginning Cash and Investments	292,205	243,905	325,924	82,019	133.6%
13 Total Street Fund Sources	796,436	847,605	944,863	97,258	111.5%
14 EXPENDITURES					
15 Total Salaries and Benefits	238,656	347,905	263,806	84,099	75.8%
16 Office and Operating Supplies	34,941	31,550	31,890	(340)	101.1%
17 Prof Services	185,916	237,735	177,441	60,294	74.6%
19 Total Operating Expenses	459,513	617,190	473,136	144,054	76.7%
20 Transfer - Equip Replacement	11,000	35,000	35,000	0	100.0%
21 Total Expenditures	470,513	652,190	508,136	144,054	77.9%
22 3 Months Operating Cash Bal	117,628	163,048	127,034	36,014	77.9%
21 Ending Cash and Inv	208,295	32,368	309,693	277,326	956.8%
22 Total Ending Cash and Inv	325,923	195,415	436,727	241,312	223.5%
23 Total Street Fund Uses	796,436	847,605	944,863	97,258	111.5%

2023 Water Fund 4th Quarter Finance Report



	2022 Actual	2023 Budget	2023 4th Quarter Actual	Variance to Budget	% Received or Spent
1 REVENUE					
2 Water Charges	1,455,181	1,502,300	1,585,575	83,275	105.5%
3 Water Charges-Hydrant/Irrigation	141,620	135,000	152,843	17,843	113.2%
4 Meter and Irrigation Setting Fees	123,291	88,000	92,485	4,485	105.1%
5 Water Revenue Permitting-Other	122,191	75,000	61,446	(13,554)	81.9%
6 Total Operating Revenue	1,842,282	1,800,300	1,892,348	92,048	105.1%
7 Interest and Miscellaneous	10,895	8,000	26,688	18,688	333.6%
8 Permitting-Deposits for consultants	36,500	40,000	16,933	(23,068)	42.3%
9 Palmer Coking Coal Contribution	-	-	-	0	0.0%
10 Total Other Revenue	47,395	48,000	43,621	(4,379)	90.9%
11 Total Revenue	1,889,677	1,848,300	1,935,969	87,669	104.7%
12 Beg Cash and Investment Unreserved	626,793	620,516	704,394	83,878	113.5%
13 Total Water Fund Sources	2,516,470	2,468,816	2,640,363	171,547	106.9%
14 EXPENDITURES					
15 Total Salaries and Benefits	433,368	560,186	457,199	102,987	81.6%
16 Total Supplies	156,429	214,740	66,048	148,692	30.8%
17 Total Services and Charges	786,281	891,363	744,040	147,323	83.5%
18 Total Operating Expenditures	1,376,078	1,666,289	1,267,288	399,001	76.1%
19 Debt Service - Water P & I	311,227	298,444	298,443	1	100.0%
20 Consult Permitting Exp	13,772	30,000	26,319	3,681	87.7%
21 Transfers Out - Equipment/Capital Res.	111,000	135,000	135,000	0	100.0%
22 Subtotal Other Expenditures	435,999	463,444	459,762	3,682	99.2%
23 Total Expenditures	1,812,077	2,129,733	1,727,050	402,683	81.1%
24 3 Month Operating Cash Balance	344,019	416,572	316,822	99,750	76.1%
25 Unreserved Cash and Investments	360,374	(77,489)	596,491	673,981	-769.8%
26 Total Ending Cash and Investments	704,393	339,083	913,313	574,230	269.3%
27 Total Water Fund Uses	2,516,470	2,468,816	2,640,363	171,547	106.9%

2023 Sewer Fund 4th Quarter Finance Report



	2022 Actual	2023 Budget	2023 4th Quarter Actual	Variance to Budget	% Received or Spent
1 REVENUE					
2 Sewer User Charges-K.C Metro	1,270,405	1,450,000	1,453,348	3,348	100.2%
3 Sewer User Charges-City	625,490	625,000	666,895	41,895	106.7%
4 Permits & Misc Revenue	87,018	82,200	67,724	(14,476)	82.4%
5 Total Operating Revenue	1,982,913	2,157,200	2,187,967	30,767	101.4%
6 Total Revenue	1,982,913	2,157,200	2,187,967	30,767	101.4%
7 Beginning Cash and Investments	494,625	525,000	627,875	102,875	119.6%
8 Total Sewer Fund Sources	2,477,538	2,682,200	2,815,842	133,642	105.0%
9 EXPENDITURES					
10 Total Salaries and Benefits	341,852	437,214	353,283	83,931	80.8%
11 Total Supplies	20,406	25,669	15,903	9,766	62.0%
12 Total Services and Charges	1,473,267	1,850,582	1,754,890	95,692	94.8%
13 King County Metro Sewer Charges	3,138	15,000	3,668	11,332	24.5%
14 Total Operating Expenditures	1,838,663	2,328,465	2,127,744	200,721	91.4%
15 Transfer to PW Equip Replace Fund	11,000	35,000	35,000	0	100.0%
16 Subtotal Other Expenditures	11,000	35,000	35,000	0	100.0%
17 Grand Total Expenditures	1,849,663	2,363,465	2,162,744	200,721	91.5%
18 3 Months Operating Cash Balance	459,666	582,116	531,936	50,180	91.4%
19 Unreserved Cash and Investments	168,209	(263,381)	121,161	384,542	-46.0%
20 Total Ending Cash & Investments	627,875	318,735	653,097	334,362	204.9%
21 Total Sewer Fund Uses	2,477,538	2,682,200	2,815,842	133,642	105.0%

2023 Stormwater Fund 4th Quarter Finance Report



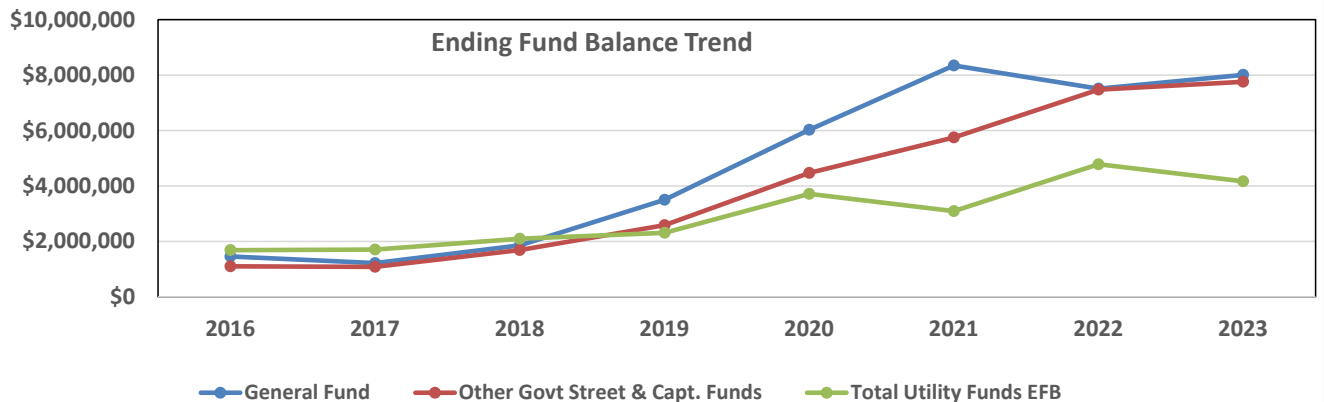
	2022 Actual	2023 Budget	2023 4th Quarter Actual	Budget Balance	% Received or Spent
1 REVENUE					
2 Stormwater Charges	746,883	755,000	813,310	58,310	107.7%
3 Stormwater Inspection and Review Fees	37,944	27,200	54,456	27,256	200.2%
4 Total Operating Revenue	784,827	782,200	867,766	85,566	110.9%
5 Interest and Refunds	5,475	4,000	16,818	12,818	420.5%
6 Total Other Revenue	5,475	4,000	16,818	12,818	420.5%
7 Total Revenue	790,302	786,200	884,585	98,385	112.5%
8 Beginning Cash and Investments	428,668	450,000	414,572	(35,428)	92.1%
9 Total Stormwater Fund Sources	1,218,970	1,236,200	1,299,156	62,956	105.1%
10 EXPENDITURES					
11 Total Salaries and Benefits	336,488	449,174	364,016	85,158	81.0%
12 Office and Operating Supplies	22,475	27,692	6,331	21,361	22.9%
13 Total Services and Charges	324,435	433,565	359,350	74,215	82.9%
14 Total Operating Expenditures	683,398	910,431	729,697	180,734	80.1%
15 Transfer - Capital Project	110,000	60,000	60,000	0	100.0%
16 Transfer - Capital Equipment Reserve	11,000	35,000	35,000	0	100.0%
17 Total Other Expenditures	121,000	95,000	95,000	0	
18 Total Expenditures	804,398	1,005,431	824,697	180,734	82.0%
19 3 Month Operating Cash Balance	201,100	227,608	206,174	21,434	90.6%
20 Unreserved Cash and Investments	213,471	3,161	268,285	265,124	
21 Total Ending Cash and Investments	414,571	230,769	474,459	286,557	205.6%
22 Total Stormwater Fund Uses	1,218,970	1,236,200	1,299,156	62,956	105.1%

Cash & Investment Balance Report 4rd Qtr 2023

GOVERNMENTAL FUNDS	2017	2018	2019	2020	2021	2022	2023
General Fund Ending Fund Balance	1,217,657	1,857,462	3,501,660	6,022,285	8,346,574	7,506,059	8,005,313
Gen Govt Capital Funds							
Street Fund	134,234	114,449	76,743	188,158	292,205	325,924	436,727
Fire Impact Fees	205,493	497,099	936,627	1,135,891	1,623,301	1,239,869	1,142,030
TBD-Car Tabs	9,398	2,155	22,429	33,607	53,427	78,497	60,907
Traffic Mitigation/Impact Fees	84,305	133,404	136,539	170,342	216,654	288,438	118,986
ARPA Recovery Runds	0	0	0	0	568,288	151,212	0
School Impact Fee Fund	0	0	0	0	0	0	0
REET I & Gen Govt Cap Proj	342,622	483,547	699,890	1,856,948	1,606,887	4,246,747	4,586,993
REET II & PW-Streets	230,861	362,624	599,844	915,195	1,275,958	1,034,878	1,334,676
Police & Fire Equipment Replacement	73,315	95,073	116,316	168,868	115,771	103,780	76,793
Other Govt, Street & Capt.	1,080,228	1,688,351	2,588,388	4,469,008	5,752,491	7,469,345	7,757,113
Total Govrnt Ending C&I	2,297,885	3,545,813	6,090,048	10,491,293	14,099,065	14,975,404	15,762,426
UTILITY FUNDS							
Water Operating	429,813	497,143	630,271	660,141	626,793	704,394	901,673
Water/WSFFA	187,914	272,486	251,484	1,240,281	498,658	257,340	212,868
Water Reserve & Capital	209,311	413,930	455,748	602,226	521,335	2,251,540	1,169,849
Sewer Operating	107,138	195,665	275,999	419,155	494,625	627,875	653,097
Sewer Reserve & Capital	354,228	302,528	235,149	272,463	325,312	372,446	391,799
Stormwater Operating	103,277	101,196	222,421	344,919	428,667	414,572	472,018
Stormwater Reserves & Capital	56,158	40,054	43,543	39,730	12,878	82,913	231,314
PW Equipment Replacement	258,647	269,476	191,231	136,577	183,239	72,304	133,340
Total Util Funds Ending C&I	1,706,486	2,092,478	2,305,846	3,715,492	3,091,507	4,783,383	4,165,958
Trust Funds-due to others*	183,825	204,177	1,441	4,322	8,215	2,475	16,132
Total Ending-Cash & Inv.**	4,188,196	5,842,468	8,397,335	14,211,107	17,198,787	19,761,262	19,944,516

*2014/2015 is due to change in insurance from CIAW to AWC Jan billing dates & 2019 due to State accounting change

** High 2016 due to Grade School Permit coll w/lag Insp. 2017 low-Lawsuit cost. 18-19 due to Permit fee coll/Sales Tax



City Wide -Balance Sheet as of December 31, 30, 2023

	2017	2018	2019	2020	2021	2022	2023
Cash & Investments	4,188,196	5,842,468	8,397,335	14,211,107	17,198,787	19,761,262	19,944,516
Accounts Receivable (2019 excluded Perm	254,387	248,702	248,702	776,719	276,103	269,123	301,237
Fixed Assets & Depreciation (cash cities do	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insured Assets (excl Str & Uti land & infra)							
Vehicles	\$574,357	753,881	856,556	916,827	1,973,498	2,001,289	2,024,002
-Off Road- Mowers, Boats & trailers	\$381,317	381,317	381,317	396,755	416,093	574,694	723,288
Buildings	\$12,002,871	12,002,871	12,002,871	12,526,300	12,608,615	12,608,615	12,608,615
Total Assets	17,401,128	\$19,229,239	\$21,886,781	\$28,827,708	\$32,473,096	\$35,214,983	\$35,601,658
Outstanding Accounts Payable (bills paid when due)							
Internal Loans							
Water Public Works Trust Fund Loan-short	(\$306,739)	(\$306,739)	(\$306,739)	(\$306,739)	(\$306,739)	(\$306,739)	(\$298,443)
Water Public Works Trust Fund Loan-long	(\$1,817,930)	(\$1,511,191)	(\$1,204,452)	(\$897,713)	(\$590,974)	(\$284,235)	
Total Liabilities	(\$2,124,669)	(\$1,817,930)	(\$1,511,191)	(\$1,204,452)	(\$897,713)	(\$590,974)	(\$298,443)
Black Diamond Fund Position (equity or r	\$ 15,276,459	\$ 17,411,309	\$ 20,375,590	\$ 27,623,256	\$ 31,575,383	\$ 34,624,009	\$ 35,303,215

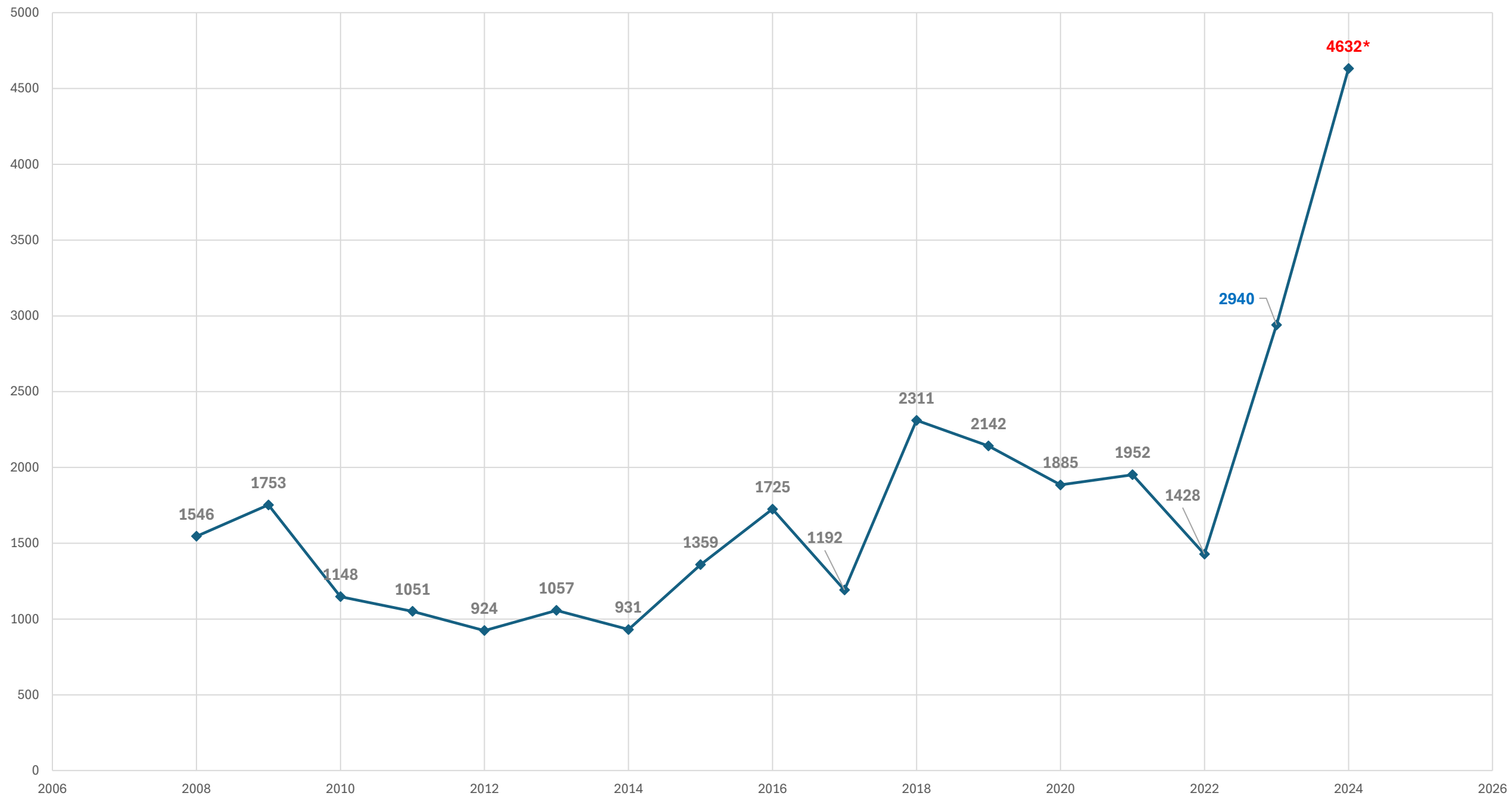


BLACK DIAMOND MUNICIPAL COURT

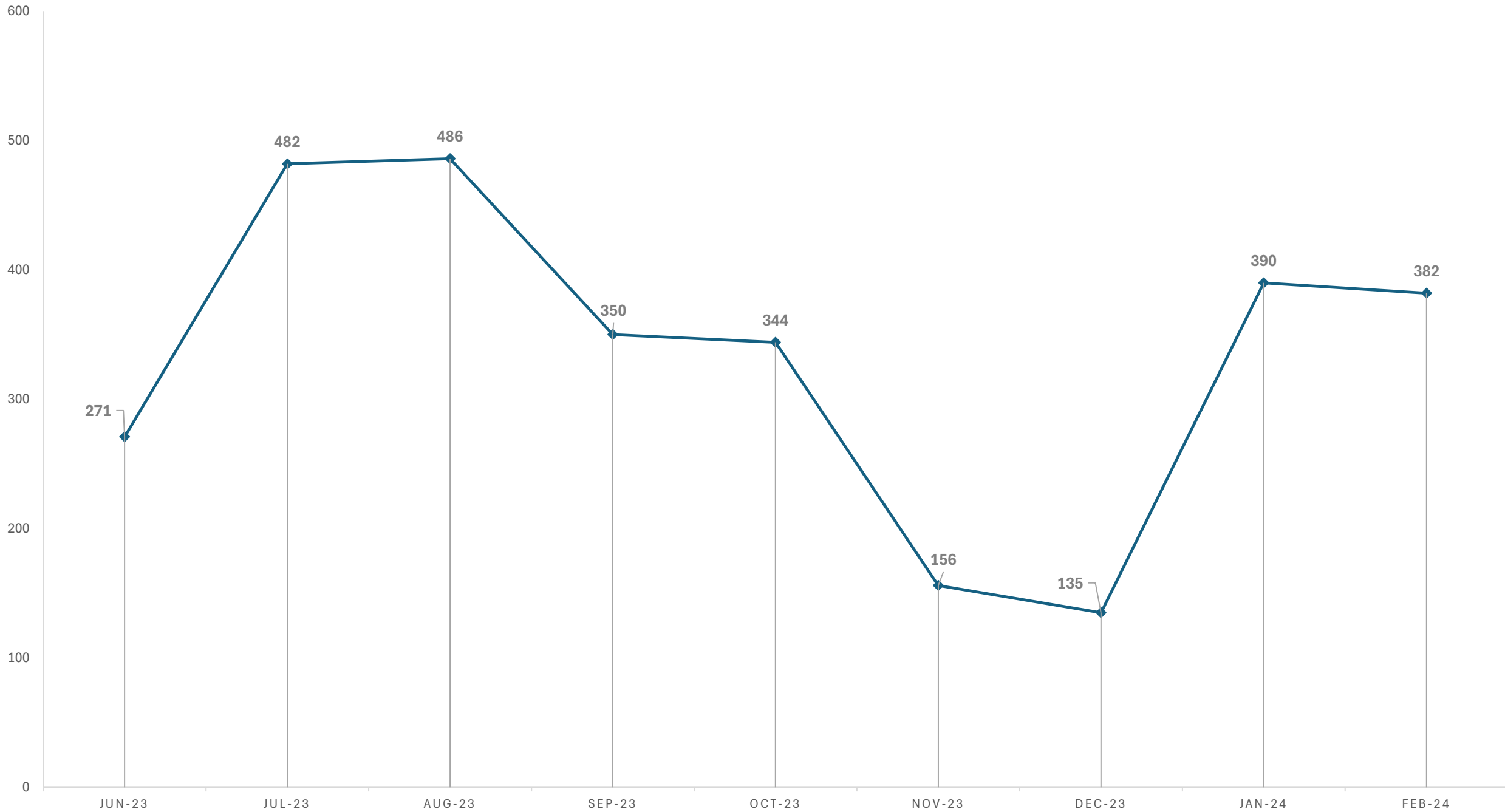
CURRENT OUTLOOK AND FUTURE
PROJECTIONS FOR COURT STAFFING



HISTORICAL FILING DATA - CASES FILED 2008 - CURRENT

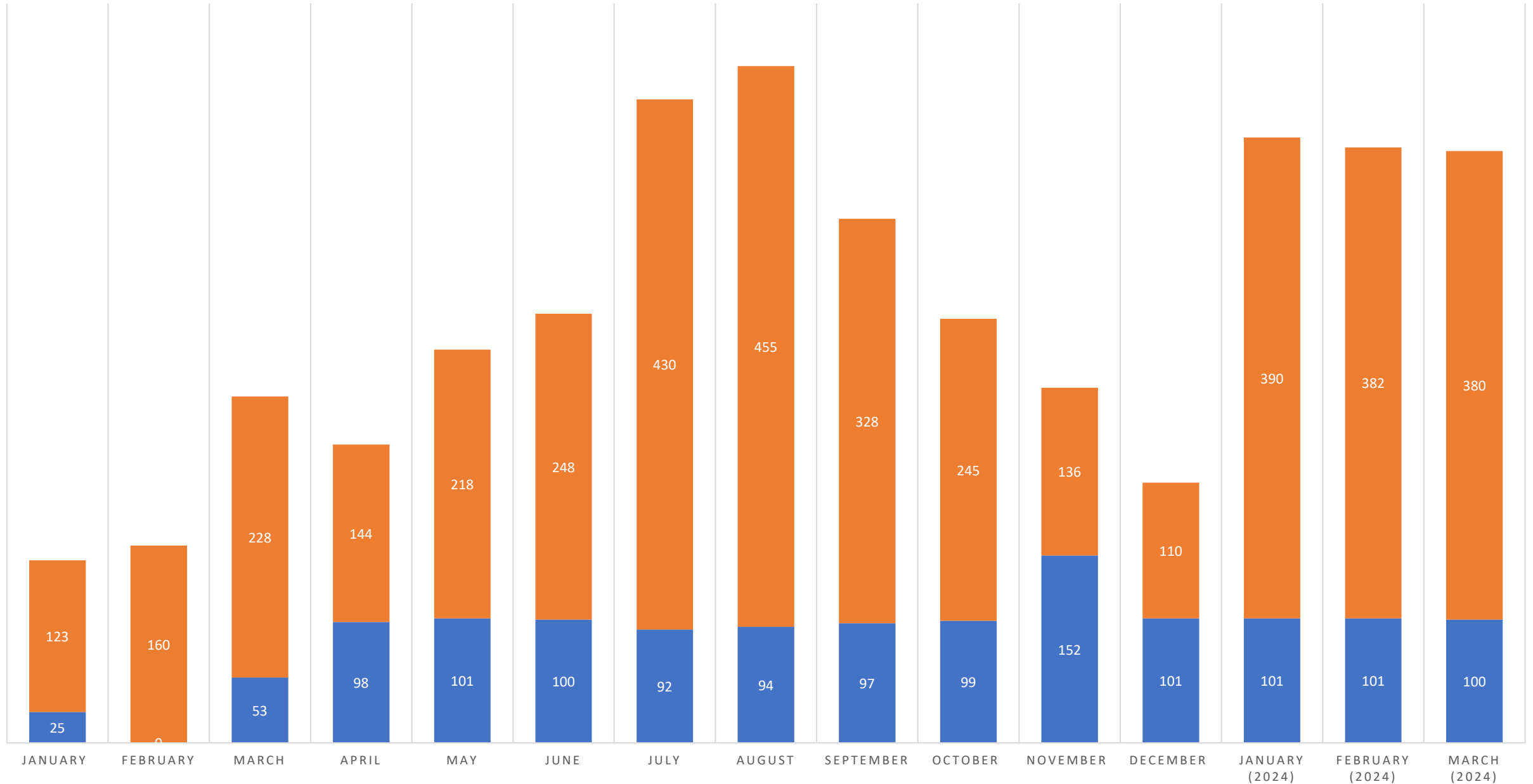


CASE FILING DATA JUNE 2023 - CURRENT



INFRACTIONS FILED & TRAFFIC SCHOOL DISMISSALS

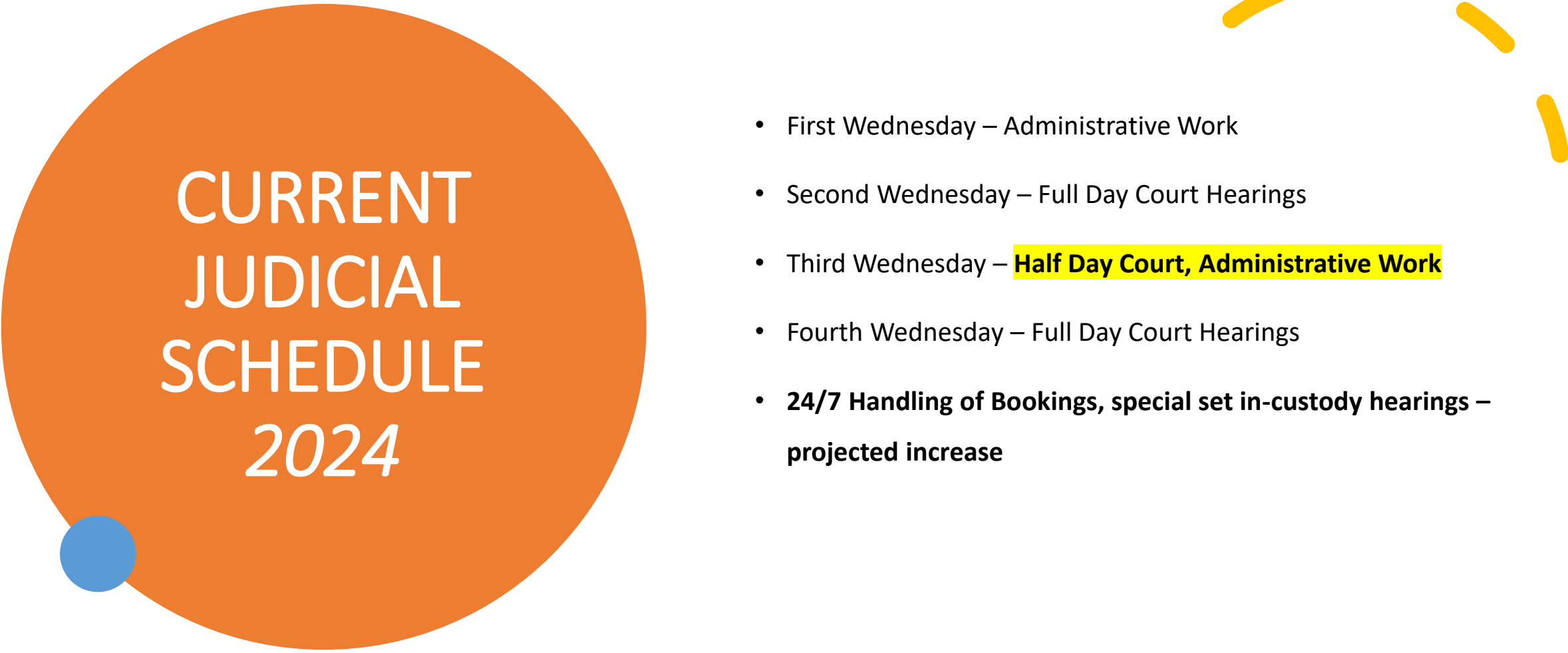
■ TRAFFIC SCHOOL DISMISSALS ■ TRAFFIC INFRACTIONS FILED





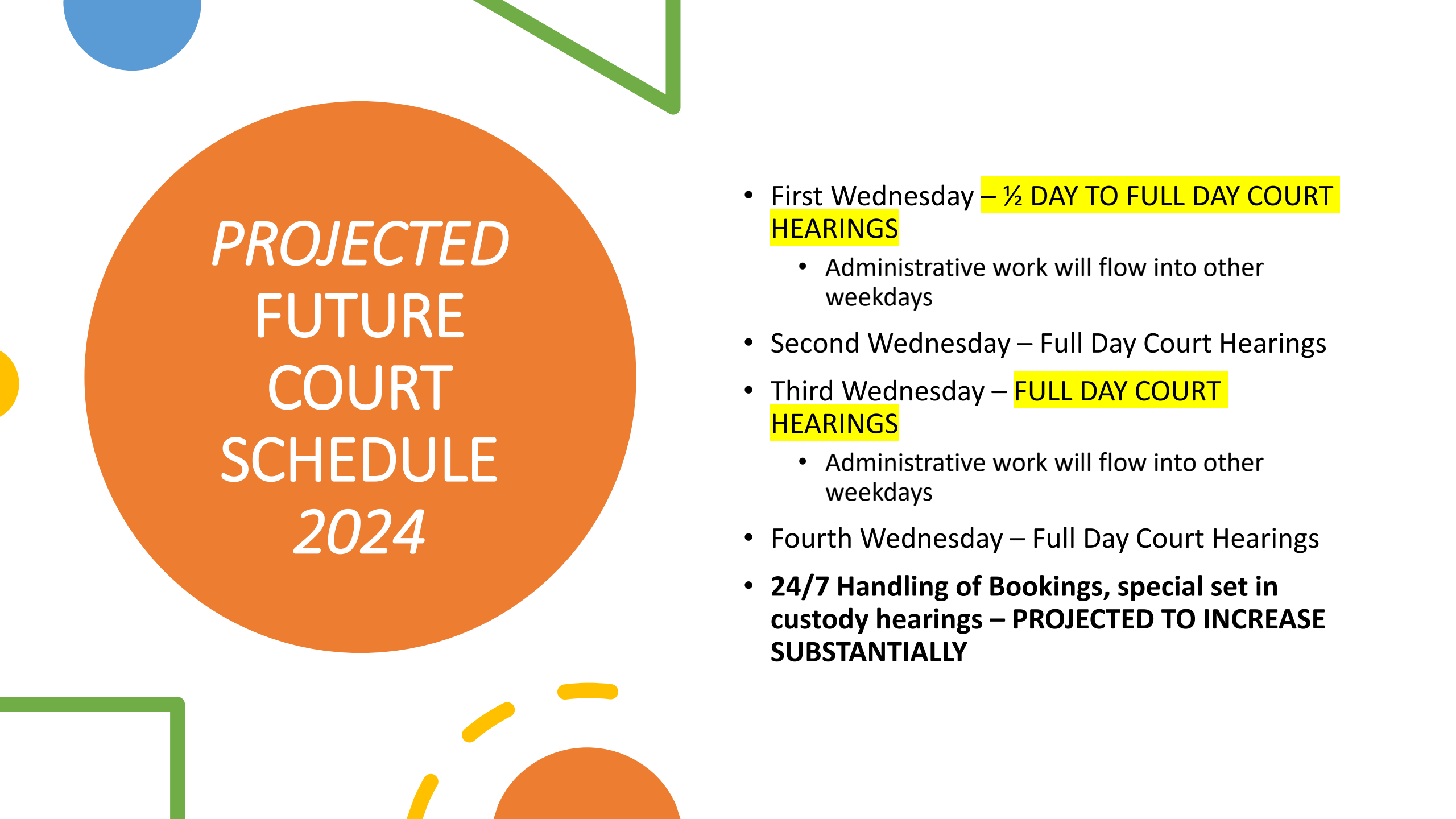
2023 JUDICIAL SCHEDULE

- First Wednesday – Administrative Work
- Second Wednesday – Full Day Court Hearings
- Third Wednesday – Administrative Work and Motions Hearings
- Fourth Wednesday – Full Day Court Hearings
- **24/7 Handling of Bookings, special set in-custody hearings**



CURRENT JUDICIAL SCHEDULE 2024

- First Wednesday – Administrative Work
- Second Wednesday – Full Day Court Hearings
- Third Wednesday – **Half Day Court, Administrative Work**
- Fourth Wednesday – Full Day Court Hearings
- **24/7 Handling of Bookings, special set in-custody hearings – projected increase**



PROJECTED FUTURE COURT SCHEDULE 2024

- First Wednesday – ½ DAY TO FULL DAY COURT HEARINGS
 - Administrative work will flow into other weekdays
- Second Wednesday – Full Day Court Hearings
- Third Wednesday – FULL DAY COURT HEARINGS
 - Administrative work will flow into other weekdays
- Fourth Wednesday – Full Day Court Hearings
- **24/7 Handling of Bookings, special set in custody hearings – PROJECTED TO INCREASE SUBSTANTIALLY**

CURRENT STAFFING

Judge Krista Swain 20%

Court Administrator Tawnya Parks FT

Judicial Specialist Carly Gaertner FT

REQUESTED INCREASE FOR 2024

Judge Krista Swain 35%

Court Administrator Tawnya Parks FT

Judicial Specialist Carly Gaertner FT

Judicial Specialist Full Time Position

REQUESTED INCREASE FOR 2025

Judge Krista Swain 50%

Court Administrator Tawnya Parks FT

Judicial Specialist Carly Gaertner FT

Judicial Specialist Full Time Position

Understanding Community Court



Community Court: A novel approach to justice

Definition: Community court is a specialized court that focuses on addressing the underlying issues behind low-level offenses by providing tailored interventions and community-based solutions.



Key Features of Community Court

- 1. Restorative Justice:** Emphasizes repairing harm caused by crime rather than just punishing offenders.
- 2. Community Collaboration:** Involves partnerships between justice system stakeholders, social services, and community organizations.
- 3. Problem-Solving Approach:** Addresses the root causes of criminal behavior such as substance abuse, mental health issues, and homelessness.

Advantages of Community Court

Benefits

- 1. Reduced Recidivism:** Studies show that community court programs lead to lower rates of reoffending compared to traditional court systems.
- 2. Cost-Effectiveness:** By preventing future crimes, community court programs can save taxpayer dollars associated with incarceration and court proceedings.
- 3. Community Empowerment:** Engages community members in the justice process and fosters a sense of accountability and responsibility.

Impact

- ❖ Improved community safety and cohesion
- ❖ Enhanced trust in the justice system
- ❖ Positive outcomes for both offenders and victims

Conclusion

Community court offers a promising alternative to conventional justice systems by promoting rehabilitation, community involvement, and long-term crime prevention.



Office of the Mayor
Black Diamond, Washington



PROCLAMATION

WHEREAS, sexual assault is pervasive: Every 68 seconds, someone is sexually assaulted in the United States; and

WHEREAS, Black, Indigenous and other people of color, people living in poverty, LGBTQ+ people, elders, people with disabilities and others who have been historically oppressed are disproportionately affected by sexual violence in significant and complex ways; and

WHEREAS, sexual assault is among the most underreported crimes for many reasons, but survivors who are already most marginalized face additional barriers to reporting, such as language, immigration status or disability; and

WHEREAS, negative impacts of sexual violence trauma on adults, youth, and children include fear, concern for safety, physical and mental health conditions, including symptoms of post-traumatic stress disorder, injury, and missed work or school; and

WHEREAS, by working together as a community, we can alleviate the trauma of sexual violence by ensuring supportive resources are available to all survivors, while standing up to and actively disrupting harmful attitudes and behaviors that contribute to sexual violence.

NOW, THEREFORE, I, Carol Benson, Mayor of the City of Black Diamond, join advocates and communities throughout King County in taking action to prevent sexual violence by standing with survivors and proclaiming April 2024 SEXUAL ASSAULT AWARENESS MONTH.

Together, we commit to a safer future for all children, young people, adults, and families in our community.

Carol Benson, Mayor



CERTIFICATION

Finance Committee Meeting
Council Date:

March 28, 2024
April 04, 2024

Check No.'s / EFT	Batch Name	Check / EFT Date		Amount
54273 - 54313	3rd March 2024 Batch	04/05/24	\$	151,447.60
54314	1st April 2024 Batch	04/05/24	\$	14,106.42
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
		TOTAL	\$	165,554.02

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

Xavier Mason
Xavier Mason, Finance Director

CAROL BENSON, MAYOR

DATE: 03/26/2024

DATE _____

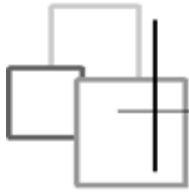


Register

Fiscal: 2024
Deposit Period: 2024 - April, 2024 - March
Check Period: 2024 - April - 1st April 2024 Batch, 2024 - March - 3rd March 2024 Batch

Number	Name	Print Date	Clearing Date	Amount
Columbia Bank	390562401			
Check				
<u>54273</u>	AHBL, Inc.	4/5/2024		\$37,615.31
<u>54274</u>	Amazon Capital Services, Inc.	4/5/2024		\$361.90
<u>54275</u>	APS, Inc	4/5/2024		\$706.56
<u>54276</u>	Black Diamond Auto Parts	4/5/2024		\$14.12
<u>54277</u>	Black Diamond Royal Towing	4/5/2024		\$414.15
<u>54278</u>	CCD Black Diamond Partners LLC	4/5/2024		\$26.03
<u>54279</u>	Comcast	4/5/2024		\$12.19
<u>54280</u>	Commercial Driver School	4/5/2024		\$6,230.00
<u>54281</u>	Confidential Data Disposal	4/5/2024		\$45.00
<u>54282</u>	Criminal Justice Training Commission	4/5/2024		\$500.00
<u>54283</u>	Fugate Ford	4/5/2024		\$761.46
<u>54284</u>	Grainger	4/5/2024		\$513.19
<u>54285</u>	Home Depot Credit Service	4/5/2024		\$124.41
<u>54286</u>	Johnsons Home & Garden	4/5/2024		\$11.90
<u>54287</u>	Judicial Conference Registrar	4/5/2024		\$200.00
<u>54288</u>	King County Finance	4/5/2024		\$153.75
<u>54289</u>	King County Treasurer	4/5/2024		\$3,146.54
<u>54290</u>	Law Seminars International	4/5/2024		\$1,242.50
<u>54291</u>	Motion and Flow Control Products, Inc.	4/5/2024		\$206.08
<u>54292</u>	Northstar Chemical Inc.	4/5/2024		\$3,971.10
<u>54293</u>	Office Products Nationwide	4/5/2024		\$148.13
<u>54294</u>	Palmer Coking Coal Company	4/5/2024		\$40.37
<u>54295</u>	Leonard, Marty	4/5/2024		\$145.00
<u>54296</u>	Butt LLC,	4/5/2024		\$2,342.50
<u>54297</u>	CCD Black Diamond Partners LLC,	4/5/2024		\$1.25
<u>54298</u>	India Food Mart,	4/5/2024		\$648.75
<u>54299</u>	Namaste Mart Inc,	4/5/2024		\$128.75
<u>54300</u>	Palmer Coking Cole,	4/5/2024		\$31.25
<u>54301</u>	Palmer Coking Cole,	4/5/2024		\$20.00
<u>54302</u>	Palmer Coking Cole,	4/5/2024		\$11.25
<u>54303</u>	Frye, Ray	4/5/2024		\$863.75
<u>54304</u>	Sayers, Susan	4/5/2024		\$4,812.50
<u>54305</u>	Somer Johnson	4/5/2024		\$180.19
<u>54306</u>	Tacoma Public Utilities	4/5/2024		\$15,782.72
<u>54307</u>	Pacific Civil Infrastructure,	4/5/2024		\$1,000.00
<u>54308</u>	Provident Electric	4/5/2024		\$8,478.48

Number	Name	Print Date	Clearing Date	Amount
<u>54309</u>	Varius Inc.	4/5/2024		\$55,002.00
<u>54310</u>	Vision Municipal Solutions, LLC	4/5/2024		\$4,516.47
<u>54311</u>	Washington State Patrol	4/5/2024		\$600.00
<u>54312</u>	Water Management Laboratories, Inc.	4/5/2024		\$112.00
<u>54313</u>	Work-Sports & Outdoors	4/5/2024		\$326.05
<u>54314</u>	Sorci Family LLC	4/5/2024		\$14,106.42
		Total	Check	\$165,554.02
		Total	390562401	\$165,554.02
		Grand Total		\$165,554.02



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
AHBL, Inc.				
	54273	2/29/2024	2024 - March - 3rd March 2024 Batch	
	144042			
		February 2024 Service		
		310-000-038-594-58-62-00	Comp PI Update-State DOE Grant	\$6,266.56
	Total 144042			\$6,266.56
	54273	2/29/2024	2024 - March - 3rd March 2024 Batch	
	144053			
		February 2024 Service		
		310-000-038-594-58-62-00	Comp PI Update-State DOE Grant	\$13,201.25
	Total 144053			\$13,201.25
	54273	2/29/2024	2024 - March - 3rd March 2024 Batch	
	144207			
		February 2024 Service		
		001-000-240-558-60-41-01	PLN - Prof Serv - Long Range Planning	\$18,147.50
			Planning Consultant/Assistant	
	Total 144207			\$18,147.50
	Total 54273			\$37,615.31
Total AHBL, Inc.				\$37,615.31
Amazon Capital Services, Inc.				
	54274	3/20/2024	2024 - March - 3rd March 2024 Batch	
	114M-WCX6-DR9J			
		CH - Suppleis		
		001-000-180-518-50-31-00	CEN SVCS - Operating & Office Supplies	\$41.43
			Folders, Highlighters	
	Total 114M-WCX6-DR9J			\$41.43
	54274	5/24/2023	2024 - March - 3rd March 2024 Batch	
	13T4-KXLK-11KN ADJ2			
		PW - Supplies		
		101-000-000-542-30-31-03	STRT: Operating Supplies	\$65.22
			PW - Operating Supplies - Streets	

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
		Account Number	Title	
		401-000-000-534-80-31-01	WTR - Operating Supplies	\$97.82
		PW - Operating Supplies - Water		
		407-000-000-535-80-31-01	SWR - Operating Supplies	\$114.13
		PW - Operating Supplies - Sewer		
		410-000-000-531-10-31-01	STRM - Operating Supplies	\$48.91
		PW - Operating Supplies - Storm		
	Total 13T4-KXLK-11KN ADJ2			\$326.08
54274		3/18/2024	2024 - March - 3rd March 2024 Batch	
	14LQ-J7VJ-YKVP			
	Crt - Supplies			
		001-000-120-512-51-31-00	CRT: Operating Supplies	\$7.60
		Crt - Planner		
	Total 14LQ-J7VJ-YKVP			\$7.60
54274		3/21/2024	2024 - March - 3rd March 2024 Batch	
	17WW-XYPP-J3FP			
	Crt - Supplies			
		001-000-120-512-51-31-00	CRT: Operating Supplies	\$11.96
		Crt - Supplies		
	Total 17WW-XYPP-J3FP			\$11.96
54274		3/15/2024	2024 - March - 3rd March 2024 Batch	
	1DPW-DGP1-J97P			
	CH - Supplies			
		001-000-180-518-50-31-00	CEN SVCS - Operating & Office Supplies	\$19.66
		City Hall - Office Supplies		
		001-000-254-518-20-31-00	CH: Operating Supplies	\$49.71
		CH - Janitorial and Bld Maint Supplies		
		001-000-254-518-21-31-00	MOD: Operating & Mtc. Supplies	\$16.58
		CD - Janitorial and Bld Maint Supplies		
	Total 1DPW-DGP1-J97P			\$85.95
54274		3/21/2024	2024 - March - 3rd March 2024 Batch	
	1G16-XVNJ-6GDV			
	CH - Supplies			
		001-000-180-518-50-31-00	CEN SVCS - Operating & Office Supplies	\$325.14
		City Hall - Office Supplies		
	Total 1G16-XVNJ-6GDV			\$325.14

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	54274	3/20/2024	2024 - March - 3rd March 2024 Batch	
	1R4D-MCKF-9RLP			
	PW - Supplies			
	101-000-000-542-30-31-04		STRT: Uniforms & Safety Supplies	(\$43.04)
	PW - Uniform Hats			
	401-000-000-534-80-31-05		WTR - Uniform Allowance	(\$64.57)
	PW - Uniform Hats			
	407-000-000-535-80-31-04		SWR - Uniform Allowance	(\$75.33)
	PW - Uniform Hats			
	410-000-000-531-10-31-04		STRM - Uniforms and Safety Supplies	(\$32.28)
	PW - Uniform Hats			
	Total 1R4D-MCKF-9RLP			(\$215.22)
	54274	3/22/2024	2024 - March - 3rd March 2024 Batch	
	1VYH-9TXW-H1PN			
	PW - Supplies			
	101-000-000-542-30-48-00		STRT: Repair and Maintenance	(\$62.50)
	PW - Veh Maint - Streets - Return Battery Charger			
	401-000-000-534-80-48-01		WTR: Vehicle Repair & Maintenance	(\$62.50)
	PW - Veh Maint - Water - Return Battery Charger			
	407-000-000-535-80-48-01		SEW: Vehicle Repair & Maintenance	(\$62.50)
	PW - Veh Maint - Sewer - Return Battery Charger			
	410-000-000-531-10-48-01		STRM: Vehicle Repair & Maintenance	(\$62.50)
	PW - Veh Maint - Strm - Return Battery Charger			
	Total 1VYH-9TXW-H1PN			(\$250.00)
	54274	3/12/2024	2024 - March - 3rd March 2024 Batch	
	1YNF-GP79-499			
	PW - Supplies			
	101-000-000-542-30-31-00		STRT: Office Supplies	\$5.79
	PW - Office Supplies - Streets			
	401-000-000-534-80-31-02		WTR - Office Supplies	\$8.69
	PW - Office Supplies - Water			
	407-000-000-535-80-31-02		SWR - Office Supplies	\$10.14
	PW - Office Supplies - Sewer			
	410-000-000-531-10-31-00		STRM - Office Supplies	\$4.34
	PW - Office Supplies - Strm			
	Total 1YNF-GP79-499			\$28.96
	Total 54274			\$361.90
	Total Amazon Capital Services, Inc.			\$361.90

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
			Account Number	Name Title	Amount
APS, Inc					
	54275		3/9/2024	2024 - March - 3rd March 2024 Batch	
		91132			
			Annual Maint 06/2024 - 6/2025		
			001-000-180-518-50-45-01	CEN SVCS: Postage Meter Rental & Maint.	\$461.98
			Maintenance Agreement		
		Total 91132			\$461.98
	54275		3/10/2024	2024 - March - 3rd March 2024 Batch	
		91214			
			CH - Supplies		
			001-000-180-518-50-31-00	CEN SVCS - Operating & Office Supplies	\$244.58
			Postage Meter Ink		
		Total 91214			\$244.58
	Total 54275				\$706.56
Total APS, Inc					\$706.56
Black Diamond Auto Parts					
	54276		1/6/2024	2024 - March - 3rd March 2024 Batch	
		471745			
			PW - Supplies		
			101-000-000-543-50-48-01	STRT: Vehicle Repair & Maintenance	\$14.12
			Plug		
		Total 471745			\$14.12
	Total 54276				\$14.12
Total Black Diamond Auto Parts					\$14.12
Black Diamond Royal Towing					
	54277		3/14/2024	2024 - March - 3rd March 2024 Batch	
		31924			
			March 2024 Service		
			001-000-210-521-10-49-06	PD: Towing Services	\$414.15
		Total 31924			\$414.15
	Total 54277				\$414.15
Total Black Diamond Royal Towing					\$414.15

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
CCD Black Diamond Partners LLC				
	54278	3/1/2024	2024 - March - 3rd March 2024 Batch	
	2384			
		Reimbursement		
		101-000-000-542-63-47-01	STRT: Street Lighting	\$26.03
		PSE Streetlight Billing		
	Total 2384			\$26.03
	Total 54278			\$26.03
Total CCD Black Diamond Partners LLC				\$26.03
Comcast				
	54279	3/5/2024	2024 - March - 3rd March 2024 Batch	
	8498 34 014 0152887 03.2024			
		March 2024 Service		
		001-000-214-521-20-42-00	PD: Telephone / DSL / Radios / Air Cards	\$12.19
		PD Cable 0152887		
	Total 8498 34 014 0152887 03.2024			\$12.19
	Total 54279			\$12.19
Total Comcast				\$12.19
Commercial Driver School				
	54280	5/13/2024	2024 - March - 3rd March 2024 Batch	
	30270			
		PW - Training		
		101-000-000-542-30-49-01	STRT: Training	\$1,246.00
		CDL Training - N Wilson		
		401-000-000-534-80-49-01	WTR: Training & Workshops	\$1,869.00
		CDL Training - N Wilson		
		407-000-000-535-80-49-01	SEW: Training & Workshops	\$2,180.50
		CDL Training - N Wilson		
		410-000-000-531-10-49-01	STRM: Training & Workshops	\$934.50
		CDL Training - N Wilson		
	Total 30270			\$6,230.00
	Total 54280			\$6,230.00
Total Commercial Driver School				\$6,230.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Confidential Data Disposal				
	54281	3/20/2024	2024 - March - 3rd March 2024 Batch	
	224468			
		March 2024 Service		
		001-000-180-518-50-49-05	CEN SVCS: Shredding Services	\$45.00
	Total 224468			\$45.00
	Total 54281			\$45.00
	Total Confidential Data Disposal			\$45.00
Criminal Justice Training Commission				
	54282	2/1/2024	2024 - March - 3rd March 2024 Batch	
	201139219			
		PD - Training		
		001-000-210-521-10-49-01	PD: Training	\$500.00
		C Garbini Defense Tactics		
	Total 201139219			\$500.00
	Total 54282			\$500.00
	Total Criminal Justice Training Commission			\$500.00
Fugate Ford				
	54283	3/18/2024	2024 - March - 3rd March 2024 Batch	
	484056			
		PW - Veh Maint		
		101-000-000-543-50-48-01	STRT: Vehicle Repair & Maintenance	\$190.37
		401-000-000-534-80-48-01	WTR: Vehicle Repair & Maintenance	\$190.37
		407-000-000-535-80-48-01	SEW: Vehicle Repair & Maintenance	\$190.36
		410-000-000-531-10-48-01	STRM: Vehicle Repair & Maintenance	\$190.36
	Total 484056			\$761.46
	Total 54283			\$761.46
	Total Fugate Ford			\$761.46
Grainger				
	54284	2/27/2024	2024 - March - 3rd March 2024 Batch	
	9034786344			
		PW - Equipment		
		407-000-000-535-80-31-01	SWR - Operating Supplies	\$513.19

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Confined Space Blower		
	Total 9034786344			\$513.19
	Total 54284			\$513.19
Total Grainger				\$513.19
Home Depot Credit Service				
	54285	2/13/2024	2024 - March - 3rd March 2024 Batch	
	3013057			
	PW - Supplies			
	401-000-000-534-80-31-01		WTR - Operating Supplies	\$99.15
			Hex Head bits, Hole Strap, Conduit...	
	Total 3013057			\$99.15
	54285	3/14/2024	2024 - March - 3rd March 2024 Batch	
	3042386			
	PW - Supplies			
	101-000-000-542-30-31-03		STRT: Operating Supplies	\$5.05
			Streets - Operating Supplies	
	401-000-000-534-80-31-01		WTR - Operating Supplies	\$7.58
			Water - Operating Supplies	
	407-000-000-535-80-31-01		SWR - Operating Supplies	\$8.84
			Sewer - Operating Supplies	
	410-000-000-531-10-31-01		STRM - Operating Supplies	\$3.79
			Storm - Operating Supplies	
	Total 3042386			\$25.26
	Total 54285			\$124.41
Total Home Depot Credit Service				\$124.41
Johnsons Home & Garden				
	54286	3/18/2024	2024 - March - 3rd March 2024 Batch	
	478368			
	PW - Supplies			
	001-000-270-576-80-31-04		PRK - Signage	\$11.90
			Paint for Sign	
	Total 478368			\$11.90
	Total 54286			\$11.90
Total Johnsons Home & Garden				\$11.90

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Judicial Conference Registrar				
	54287	3/22/2024	2024 - March - 3rd March 2024 Batch	
	03222024 JCR			
		Crt - Registration 2024 DMCMA Conf		
		001-000-120-512-51-49-01	CRT: Training & Workshops	\$200.00
		T Parks		
	Total 03222024 JCR			\$200.00
	Total 54287			\$200.00
	Total Judicial Conference Registrar			\$200.00
King County Finance				
	54288	2/29/2024	2024 - March - 3rd March 2024 Batch	
	132371-132371			
		February 2024 Service		
		101-000-000-542-64-48-01	STRT: Traffic Signal Maintenance	\$153.75
	Total 132371-132371			\$153.75
	Total 54288			\$153.75
	Total King County Finance			\$153.75
King County Treasurer				
	54289	2/27/2024	2024 - March - 3rd March 2024 Batch	
	02272024 KCT			
		2024 Property Tax		
		001-000-180-518-50-49-00	CEN SVCS: Miscellaneous	\$19.02
		142106 9013 09 5th Ave		
		001-000-180-518-50-49-00	CEN SVCS: Miscellaneous	\$21.42
		729950 0290 03 Lot off Abrams		
		001-000-180-518-50-49-00	CEN SVCS: Miscellaneous	\$18.80
		202560 0310 09 Tract A - Diamond Glen		
		001-000-180-518-50-49-00	CEN SVCS: Miscellaneous	\$18.91
		423340 0750 05 Tract C - Lawson Hill Estates		
		001-000-180-518-50-49-00	CEN SVCS: Miscellaneous	\$19.15
		122106-9082-07 Lawson St Land		
		001-000-180-518-50-49-00	CEN SVCS: Miscellaneous	\$30.80
		142106 9197 07 Jones Lake Land		
		001-000-180-518-50-49-00	CEN SVCS: Miscellaneous	\$18.82
		084400 1315 08 Gym / PW Shop Access		
		001-000-180-518-50-49-00	CEN SVCS: Miscellaneous	\$365.60
		142106 9177 01 Ginder Creek Land		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
	Account Number		Title	
	001-000-180-518-50-49-00		CEN SVCS: Miscellaneous	\$19.37
	084400 0975 01 25510		Lawson St	
	001-000-180-518-50-49-00		CEN SVCS: Miscellaneous	\$18.86
	08440 0600 04 32627		Railroad	
	001-000-180-518-50-49-00		CEN SVCS: Miscellaneous	\$20.47
	142106 9014 08 32820		3rd Ave PW Shop / Gym	
	001-000-180-518-50-49-00		CEN SVCS: Miscellaneous	\$25.21
	152106 9004 09		Union Stump Park	
	001-000-270-576-80-49-00		PRK - Miscellaneous	\$18.82
	192107 9019 07		Franklin Property	
	001-000-270-576-80-49-00		PRK - Miscellaneous	\$72.83
	102106 9026 08		Lk Sawyer Park	
	001-000-270-576-80-49-00		PRK - Miscellaneous	\$18.92
	21405 0410 07		Eagle Creek Park	
	001-000-270-576-80-49-00		PRK - Miscellaneous	\$50.02
	102106 9009 09 31500		Lk Sawyer Rd (Lk Sawyer Park)	
	001-000-270-576-80-49-00		PRK - Miscellaneous	\$19.54
	615180 0460 00		Boat Launch	
	001-000-270-576-80-49-00		PRK - Miscellaneous	\$20.03
	102106 907 01		Lk Sawyer Park	
	001-000-270-576-80-49-00		PRK - Miscellaneous	\$18.78
	084400 0605 09		Railroad Ave Lot 2	
	001-000-280-536-20-49-00		CEM - Miscellaneous	\$20.33
	142106 9059 04 24431		Morgan St (Cemetery)	
	001-000-530-522-10-49-00		FIRE - KC Prop Tax	\$1,868.35
	042106 9092 05 22015		SE 296th (Fire Station)	
	001-000-530-522-10-49-00		FIRE - KC Prop Tax	\$19.16
	084400 0810 00 25313		Baker St (Fire Station)	
	401-000-000-534-80-49-00		WTR: Miscellaneous	\$253.94
	122106 9081 08		Lawson St Land	
	401-000-000-534-80-49-00		WTR: Miscellaneous	\$22.57
	192107 9058 09		Springs Property	
	401-000-000-534-80-49-00		WTR: Miscellaneous	\$18.86
	122106 9083 06		Lawson St Land	
	401-000-000-534-80-49-00		WTR: Miscellaneous	\$18.73
	112106 9072 00		Triangle Park	
	401-000-000-534-80-49-00		WTR: Miscellaneous	\$71.25
	192107 9022 02		Springs Property	
	410-000-000-531-10-49-00		STRM: Miscellaneous	\$18.96
	214095 0420 05		Eagle Creek Pond	
	410-000-009-595-40-61-02		N. Comm Storm Land pur assoc costs	\$19.02
	112106 9099 09		Blk Dia Enumclaw Rd SW	

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	Total 02272024 KCT			\$3,146.54
	Total 54289			\$3,146.54
Total King County Treasurer				\$3,146.54
Law Seminars International				
54290	84444	3/21/2024	2024 - March - 3rd March 2024 Batch	
		Com Dev - Training		
		001-000-240-558-60-49-01	PLN: Training & Workshops	\$497.50
		Growth Mgmnt Act Training - Kuzaro		
	Total 84444			\$497.50
54290	84445	3/21/2024	2024 - March - 3rd March 2024 Batch	
		Com Dev - Training		
		001-000-240-558-60-49-01	PLN: Training & Workshops	\$745.00
		Growth Mgmnt Act Training - Davis		
	Total 84445			\$745.00
Total 54290				\$1,242.50
Total Law Seminars International				\$1,242.50
Motion and Flow Control Products, Inc.				
54291	9036417	3/5/2024	2024 - March - 3rd March 2024 Batch	
		PW - Supplies		
		401-000-000-534-80-31-01	WTR - Operating Supplies	\$206.08
		Pressure Washer Parts		
	Total 9036417			\$206.08
Total 54291				\$206.08
Total Motion and Flow Control Products, Inc.				\$206.08
Northstar Chemical Inc.				
54292	276836	3/19/2024	2024 - March - 3rd March 2024 Batch	
		PW - Supplies		
		401-000-000-534-80-31-03	WTR - Caustic	\$3,971.10
	Total 276836			\$3,971.10
Total 54292				\$3,971.10
Total Northstar Chemical Inc.				\$3,971.10

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Office Products Nationwide				
	54293	3/22/2024	2024 - March - 3rd March 2024 Batch	
	1233104-0			
		PD - Supplies		
		001-000-210-521-10-31-00	PD: Operating Supplies	\$148.13
		PD Office Supplies		
	Total 1233104-0			\$148.13
	Total 54293			\$148.13
	Total Office Products Nationwide			\$148.13
Palmer Coking Coal Company				
	54294	3/6/2024	2024 - March - 3rd March 2024 Batch	
	90190			
		PW - Supplies		
		101-000-000-542-30-31-03	STRT: Operating Supplies	\$40.37
		Gravel		
	Total 90190			\$40.37
	Total 54294			\$40.37
	Total Palmer Coking Coal Company			\$40.37
PD - Transient Vendors				
	54295	3/25/2024	2024 - March - 3rd March 2024 Batch	
	03252024 ML		Marty Leonard	
		Traffic School Refund		
		001-000-210-342-10-01-00	PD - Traffic School Fee	\$145.00
		Traffic School Reimbursement		
	Total 03252024 ML			\$145.00
	Total 54295			\$145.00
	Total PD - Transient Vendors			\$145.00
PW - Transient Vendors				
	54296	3/20/2024	2024 - March - 3rd March 2024 Batch	
	03192024 BLLC		Butt LLC	
		Deposit Refund		
		401-000-400-369-91-00-10	PW-Permit Consultant Deposits	\$2,342.50
		Task 46 Sawyer Landing TIA		
	Total 03192024 BLLC			\$2,342.50
	Total 54296			\$2,342.50

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	54297	3/20/2024	2024 - March - 3rd March 2024 Batch	
	03192024 CCD		CCD Black Diamond Partners LLC	
	Deposit Refund			
	401-000-400-369-91-00-10		PW-Permit Consultant Deposits	\$1.25
	Task 64 Oakpointe Coffee TIA			
	Total 03192024 CCD			\$1.25
	Total 54297			\$1.25
	54298	3/20/2024	2024 - March - 3rd March 2024 Batch	
	03192024 IFM		India Food Mart	
	Deposit Refund			
	401-000-400-369-91-00-10		PW-Permit Consultant Deposits	\$648.75
	Task 60 India Food Mart TIA			
	Total 03192024 IFM			\$648.75
	Total 54298			\$648.75
	54299	3/20/2024	2024 - March - 3rd March 2024 Batch	
	03192024 NMI		Namaste Mart Inc	
	Deposit Refund			
	401-000-400-369-91-00-10		PW-Permit Consultant Deposits	\$128.75
	Task 63 Namaste Mart TIA			
	Total 03192024 NMI			\$128.75
	Total 54299			\$128.75
	54300	3/20/2024	2024 - March - 3rd March 2024 Batch	
	03192024 PCC 1		Palmer Coking Cole	
	Deposit Refund			
	401-000-400-369-91-00-10		PW-Permit Consultant Deposits	\$31.25
	Task 43 Palmer Rezone 1			
	Total 03192024 PCC 1			\$31.25
	Total 54300			\$31.25
	54301	3/20/2024	2024 - March - 3rd March 2024 Batch	
	03192024 PCC 2		Palmer Coking Cole	
	Deposit Refund			
	401-000-400-369-91-00-10		PW-Permit Consultant Deposits	\$20.00
	Task 44 Palmer Rezone 2			
	Total 03192024 PCC 2			\$20.00
	Total 54301			\$20.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	54302	03192024 PCC 3	3/20/2024	2024 - March - 3rd March 2024 Batch Palmer Coking Cole
		Deposit Refund		
		401-000-400-369-91-00-10	PW-Permit Consultant Deposits	\$11.25
		Task 45 Palmer Rezone 3		
		Total 03192024 PCC 3		\$11.25
	Total 54302			\$11.25
	54303	03192024 RF	3/20/2024	2024 - March - 3rd March 2024 Batch Ray Frye
		Deposit Refund		
		401-000-400-369-91-00-10	PW-Permit Consultant Deposits	\$863.75
		Task 52 Ray Frye Roberts Apartment TIA		
		Total 03192024 RF		\$863.75
	Total 54303			\$863.75
	54304	03192024 SS	3/20/2024	2024 - March - 3rd March 2024 Batch Susan Sayers
		Deposit Refund		
		401-000-400-369-91-00-10	PW-Permit Consultant Deposits	\$4,812.50
		Task 47 Sayers TIA		
		Total 03192024 SS		\$4,812.50
	Total 54304			\$4,812.50
	Total PW - Transient Vendors			\$8,860.00
Somer Johnson				
	54305	03042023 SJ	3/4/2024	2024 - March - 3rd March 2024 Batch
		Reimbursement		
		001-000-121-512-51-41-01	CRT: AOC-Therapeutic Grant 07/01/2023 - 06/30/2024	\$103.85
		Mileage Reimbursement - Regional Comm Crt Retreat = Suquamish, WA 155 miles		
		Total 03042023 SJ		\$103.85
	54305	03132023 SJ	3/13/2024	2024 - March - 3rd March 2024 Batch
		Expense Rimbursement		
		001-000-121-512-51-41-01	CRT: AOC-Therapeutic Grant 07/01/2023 - 06/30/2024	\$76.34
		Share of Cell Service Costs 01.2024 - 03.31.2024		
		Total 03132023 SJ		\$76.34
	Total 54305			\$180.19
	Total Somer Johnson			\$180.19

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Sorci Family LLC				
	54314	3/19/2024	2024 - April - 1st April 2024 Batch	
	04012024 SFLLC			
		Aoril 2024 Rents		
		001-000-240-591-58-70-00	COM DEV: Bld & Property Lease	\$1,331.22
		Com Dev Mod - Permitting		
		001-000-240-591-58-70-01	PLN: Bld & Property Lease	\$332.81
		Com Dev Mod - Planning		
		001-000-248-591-58-70-00	MDRT: Bld & Property Lease	\$4,209.24
		City Hall Building - MDRT		
		001-000-254-591-18-70-00	CH: Bld & Property Lease	\$3,607.92
		City Hall Building - Admin		
		001-000-254-591-18-70-01	MOD: Bld & Property Lease	\$416.01
		Com Dev Mod - Admin		
		101-000-000-591-95-70-00	STRT: Bld & Property Lease	\$1,052.30
		City Hall Building - Streets		
		401-000-000-591-34-70-00	WTR: Bld & Property Lease	\$1,052.30
		City Hall Building - Water		
		407-000-000-591-35-70-00	SEW: Bld & Property Lease	\$1,052.31
		City Hall Building - Sewer		
		410-000-000-591-31-70-00	STRM: Bld & Property Lease	\$1,052.31
		City Hall Building - Storm		
		Total 04012024 SFLLC		\$14,106.42
	Total 54314			\$14,106.42
	Total Sorci Family LLC			\$14,106.42
Tacoma Public Utilities				
	54306	2/29/2024	2024 - March - 3rd March 2024 Batch	
	02292024 TPU			
		February 2024 Service		
		401-000-000-534-80-41-05	WTR - Tacoma PUD Wholesale Base Charge	\$14,899.89
		Base Fee		
		401-000-000-534-80-47-05	WTR: Tacoma PUD I- Water Purchase	\$882.83
		Consumption		
		Total 02292024 TPU		\$15,782.72
	Total 54306			\$15,782.72
	Total Tacoma Public Utilities			\$15,782.72

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Utility Refund - Itenerant Vendors				
54307	03.20.2024 PCI	3/20/2024	2024 - March - 3rd March 2024 Batch Pacific Civil Infrastructure	
	Meter Deposit Refund			
	401-000-000-369-91-03-00		WTR - Hydrant Meter Deposits	\$1,000.00
	Refund Overpayment for Meter Deposit			
	Total 03.20.2024 PCI			\$1,000.00
Total 54307				\$1,000.00
54308	4800.0 / 4800.1	3/14/2024	2024 - March - 3rd March 2024 Batch Provident Electric	
	Utility Refund			
	401-000-000-343-40-00-01		Water Charges	\$2,421.92
	Refund Billing Over Charges			
	401-000-000-343-40-00-08		Water Sales from Irrigation	\$672.00
	Refund Billing Over Charges			
	407-000-000-343-50-00-01		King County Sewer Revenue	\$5,384.56
	Refund Billing Over Charges			
	Total 4800.0 / 4800.1			\$8,478.48
Total 54308				\$8,478.48
Total Utility Refund - Itenerant Vendors				\$9,478.48
Varius Inc.				
54309	1695	3/13/2024	2024 - March - 3rd March 2024 Batch	
	February 2024 Service			
	001-000-257-558-70-41-02		MDRT - Civil Engineering	\$7,416.00
	Total 1695			\$7,416.00
54309	1696	3/13/2024	2024 - March - 3rd March 2024 Batch	
	February 2024 Service			
	001-000-257-558-70-41-02		MDRT - Civil Engineering	\$618.00
	Total 1696			\$618.00
54309	1697	3/13/2024	2024 - March - 3rd March 2024 Batch	
	February 2024 Service			
	001-000-257-558-70-41-02		MDRT - Civil Engineering	\$1,854.00
	Total 1697			\$1,854.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	54309	3/13/2024	2024 - March - 3rd March 2024 Batch	
	1698			
		February 2024 Service		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$1,854.00
	Total 1698			\$1,854.00
	54309	3/13/2024	2024 - March - 3rd March 2024 Batch	
	1699			
		February 2024 Service		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$7,416.00
	Total 1699			\$7,416.00
	54309	3/13/2024	2024 - March - 3rd March 2024 Batch	
	1700 VAR			
		February 2024 Service		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$6,798.00
	Total 1700 VAR			\$6,798.00
	54309	3/13/2024	2024 - March - 3rd March 2024 Batch	
	1701			
		February 2024 Service		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$11,124.00
	Total 1701			\$11,124.00
	54309	3/13/2024	2024 - March - 3rd March 2024 Batch	
	1702			
		February 2024 Service		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$17,922.00
	Total 1702			\$17,922.00
	Total 54309			\$55,002.00
Total Varius Inc.				\$55,002.00
Vision Municipal Solutions, LLC				
	54310	3/21/2024	2024 - March - 3rd March 2024 Batch	
	09-14276			
		February 2024 Service		
		001-000-140-514-23-49-01	FIN: Training and Workshops	\$4,516.47
		In house training		
	Total 09-14276			\$4,516.47
	Total 54310			\$4,516.47
Total Vision Municipal Solutions, LLC				\$4,516.47

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Washington State Patrol				
	54311	3/25/2024	2024 - March - 3rd March 2024 Batch	
	00182447			
		First Quarter 2024		
		001-000-214-521-20-42-02	PD: WSP Access	\$600.00
		Qtrly WSP Access Fee		
	Total 00182447			\$600.00
	Total 54311			\$600.00
	Total Washington State Patrol			\$600.00
Water Management Laboratories, Inc.				
	54312	2/21/2024	2024 - March - 3rd March 2024 Batch	
	210493			
		February 2024 Service		
		401-000-000-534-80-41-02	WTR - Testing and Sampling	\$28.00
	Total 210493			\$28.00
	54312	3/8/2024	2024 - March - 3rd March 2024 Batch	
	218873			
		March 2024 Service		
		401-000-000-534-80-41-02	WTR - Testing and Sampling	\$56.00
	Total 218873			\$56.00
	54312	3/15/2024	2024 - March - 3rd March 2024 Batch	
	218991			
		March 2024 Service		
		401-000-000-534-80-41-02	WTR - Testing and Sampling	\$28.00
	Total 218991			\$28.00
	Total 54312			\$112.00
	Total Water Management Laboratories, Inc.			\$112.00
Work-Sports & Outdoors				
	54313	2/21/2024	2024 - March - 3rd March 2024 Batch	
	1-2321780			
		PW - Uniforms		
		101-000-000-542-30-31-04	STRT: Uniforms & Safety Supplies	\$81.51
		401-000-000-534-80-31-05	WTR - Uniform Allowance	\$81.51
		407-000-000-535-80-31-04	SWR - Uniform Allowance	\$81.51

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name	Amount
			Title	
		410-000-000-531-10-31-04	STRM - Uniforms and Safety Supplies	\$81.52
	Total 1-2321780			\$326.05
	Total 54313			\$326.05
Total Work-Sports & Outdoors				\$326.05
	Vendor Count	33	Grand Total	\$165,554.02

BLACK DIAMOND CITY COUNCIL

TOWN HALL MINUTES

March 14, 2024

Hybrid Meeting Via Zoom and In-Person

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

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

ABSENT: Councilmember Smith (excused)

Staff present: Andrew Williamson, MDRT/Ec Dev Director; Mona Davis, Community Development Director; Scott Hanis, Public Works Director; Rob Reed, IS Manager, and Brenda L. Martinez, City Clerk/HR Manager.

Mayor Benson presented Justin Ross and Neil Wilson with the Mayor's Distinguished Service Award for their help during a recent house fire in Black Diamond.

PUBLIC COMMENTS:

Andrew Williamson, Black Diamond spoke to Council.

ADJOURNMENT:

Councilmember de Leon **moved** to adjourn the meeting; **second** Councilmember Deady. Motion **passed** with all voting in favor (6-0). The meeting ended at 7:18 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Special Meeting of March 21, 2024
Hybrid Meeting Via Zoom and In-Person
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER:

Mayor called the special meeting to order at 6:00 p.m. and led us in the Flag Salute.

ROLL CALL:

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

ABSENT: None

Staff present: Xavier Mason, Finance Director; Mona Davis, Community Development Director; Andrew Williamson, MDRT/Ec Dev Director; Rob Reed, IS Manager, and Brenda L. Martinez, City Clerk/HR

WORK SESSION:

1) Administration Recommendation Regarding Potential Levy Lid Lift

Mr. Mason shared with Council a presentation regarding the Administration's recommendation regarding the potential levy led lift. Below are highlights of what was shared in the presentation.

- Recommendations
 - Operational Objectives
 - Recommended Level of Service for Fire – Contract fire services with 1 station and 3 FTEs
 - Recommended levy lid lift amount for contracted fire services with 1 station and 3 FTEs – Recommending \$2,500,000
 - Recommended Usage of Levy Lid Lift Funds (Ballot Title) – Fire & Emergency Response (Ballot Title)
 - Recommended Type of Fire Service – Contract Fire Services
 - Recommended Plan of Action

The Council had a robust conversation regarding this, and Finance Director Mason shared that he will be sending out a memo next week regarding annexing into the fire district.

ADJOURNMENT:

Councilmember de Leon **moved** to adjourn the meeting; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (7-0). The meeting ended at 6:58 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of March 21, 2024
Hybrid Meeting Via Zoom and In-Person
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

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

ABSENT: None

Staff present: Andrew Williamson, MDRT/Ec Development Director; Xavier Mason, Finance Director; Mona Davis, Community Development Director, Scott Hanis, Public Works Director; Rob Reed, IS Manager; Brenda L. Martinez, City Clerk/HR Manager.

READING OF GUIDING PRINCIPLES

AGENDA REVIEW AND APPROVAL:

Councilmember Page **moved** to add to the agenda a resolution regarding the Council opposing the establishment of an aggregate mine and asphalt plant in the Southeast King County community of Cumberland; **second** Councilmember Smith. Motion **passed** with all voting in favor (7-0).

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

COMMITTEE REPORTS:

Budget, Finance and Administration Committee – Councilmember Page reported on items that were discussed in the Finance Committee meeting. They reviewed vouchers, and a discussion on increasing car tabs fee.

Planning and Community Services Committee – Councilmember de Leon reported that during the meeting the discussion was on an increase in tree permitting, and reminded everyone to reach out to Community Development staff before removing any trees, they also discussed growth, projects, and the challenges they are in.

DEPARTMENT REPORTS:

1) Police – Year End Report for 2023

Commander Martinez shared with Council the department's 2023 Annual Report.

PUBLIC COMMENTS:

Nancy Merrill, Enumclaw spoke to Council.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Presentation - Aypa Regarding BESS Facilities

Andrew Breyer, affiliated with Aypa Power shared with Council a PowerPoint presentation on Battery Energy Storage System (BESS), and noted the four topics he will be addressing.

Councilmember Page left the meeting at 8:23 p.m. and returned at 8:25 p.m.

Councilmember Mulvihill left the meeting at 8:32 p.m. and returned at 8:33 p.m.

Presentation - BESS Facilities - James DeLay

Mr. DeLay shared with Council a presentation he prepared regarding BESS facilities.

CONSENT AGENDA:

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

- 2) **Claim Checks** – March 21, 2024, Check No. 54185 through Check No. 54272 and EFTs in the amount of \$492,600.12.
- 3) **Payroll** - February 2024, Check No. 20385 through No. 20392 and ACHs in the amount of \$543,856.79.
- 4) **Minutes** – Council Work Session of February 8, 2024, Council Retreat of February 10, 2024, and Council Meeting of March 7, 2024.
- 5) **AB24-025** - Resolution Authorizing Contract with AHBL, Inc. for Planning Services for MDRT
- 6) **AB24-026** - Resolution Regarding Contract with FCS for Water System Plan Update
- 7) **AB24-027** – Resolution Regarding Contract with RH2 to Update City's Design and Construction Standards.

PUBLIC HEARINGS:

8) AB24-024A - Continued Public Hearing on One-Year Moratorium on the Acceptance, Processing, and/or Approval of Applications for Building and Land Development Permits and Related Land Use Decisions for Battery Energy Storage Facilities to be Located within the City of Black Diamond.

Mayor Benson opened the public hearing at 8:56 p.m.

Michael Gall, Ravensdale, noted being a union electrician and stated that the battery backup systems are not as dangerous as being told about tonight. He gave background information on systems he has built. He shared new technology storage methods that are in use in the state and believes the revenue could provide for fire service and long-term jobs and believes this is a benefit to the community to be on the cutting edge of clean renewable energy storage facilities. He touched on the problem with ingress and egress already from the city.

Anthony Garren, Puyallup, noted being a member of Local 46. He asked the council to look at the labor that you use. He noted that IBEW educates and teaches how to safely do this. He reiterated to Council to look into the labor and noted being in the community and building since 1901.

Bonnie Helms, Auburn, wonders why Black Diamond was chosen rather than other areas. She had several questions for the representative of Aypa and wondered if he could address those with her after the meeting. She touched on the Comprehensive Plan update, and noted it sounds like we are exploiting the growth problems for financial benefit. It was mentioned that it was in rural areas, but the need is in urban areas. She touched on a ship that was kept 2 miles offshore in 2023 and not allowed to come to shore so there is rationale for considering evacuation plans. She noted BESS is new technology and doesn't want Black Diamond to be another Guinea pig.

Nicohle Grant, unincorporated King County, noted being an electrician with Local 46 and shared her last time working on a battery energy system. She commented that when it comes to keeping the power on there is nothing like battery energy storage systems. She noted they are a real solution to real problems. She thinks this technology is very important and there should not be a moratorium and believes there is an opportunity to build it. She commented on how electricians are out of work and to have the opportunity to have jobs is important.

Ann Kalise, Black Diamond believes we should continue the moratorium, so we have time to study it. She also touched on polluting and once it is done there is no going back.

Oscar Rodriquez, Black Diamond encouraged the Council to continue the moratorium and dig into this through the lens of what benefits the residents of Black Diamond most. He noted it being concerning that representatives from local unions came out in force tonight. He wondered how it benefits his family and others who struggle with the rising costs. He touched on the first responder contract and how residents cannot afford any more raise in property taxes.

Curt Kalesa, previous Black Diamond resident noted his concern is the two week burn and the water relocation and expressed concerns about pollution. He noted having porous ground in Black Diamond and is really concerned with the burn, but it could be great and make you a lot of money.

Mayor Benson closed the public hearing at 9:18 p.m.

UNFINISHED BUSINESS: None

NEW BUSINESS:

9) Discussion Regarding Committee Chair and Reporting Out to the body as a Whole

Councilmember Deady led the discussion on this item. She gave background information on having committee chairs who would report back to the Council. She noted that during the retreat there was a discussion about having committee chairs and she would like to get back to doing this. She shared that this keeps Councilmembers accountable for attending and reporting on these meetings. There was Council consensus to have committee chairs.

Councilmember Smith left the meeting at 9:19 p.m. and returned at 9:21 p.m.

10) Resolution Opposing the Establishment of an Aggregate Mine and Asphalt Plant in the Southeast King County Community of Cumberland.

Councilmember Page led this discussion on this and gave background information from the last meeting and Councilmembers continued with discussion on this.

Councilmember de Leon **moved** to adopt Resolution No. 24-1611, opposing the establishment of an aggregate mine and asphalt plant in the southeast king county community of Cumberland; **second** Councilmember Jones. Motion **passed** with all voting in favor (7-0).

MAYOR'S REPORT:

Mayor Benson reported attending the SCATBd meeting in person and noted having a conversation with King County Metro about restoring our service in Black Diamond. She added that she has put an article in the newsletter about some ride share options available to residents. She asked about the 4th of July meeting and if Council was in favor of turning the work session meeting into a special meeting to replace the meeting on the 4th. There was Council consensus to do this. She announced that the annual Tri City meeting is May 22nd at Covington Council Chambers, and shared that she attended the Chamber Luncheon.

COUNCIL REPORTS:

Councilmember de Leon reported appreciating the people who spoke tonight and would like to follow up with the union members who were here tonight. She attended the Chamber Luncheon, the King County Council meeting, her committee meetings, the Youth Empowered meeting, the Enumclaw Capital Facilities meeting, and met with staff to speak in general on projects in Black Diamond.

Councilmember Jones noted receiving bad news on a friend's family that was killed in the accident in Renton this week. He asked the Commander if they needed anything from the Council so that we don't have to encounter that type of incident and added the door is open to fire department too.

Councilmember Page reminded everyone that when people consider doing projects at their residence to become friends with Community Development and check in with them as permits may be needed. She announced that next Thursday from 6 – 8 p.m. the Council and Fire Commissioners will hold their annual meeting at Station 95, located at 32316 148th Ave, SE, Auburn, WA.

Councilmember Deady reported attending most of her meetings, and thanked the community for helping and reaching out and to the fire department for the funds that were raised. She thanked Public Works for their help on getting her mom out. She discussed struggling with housing and Oakpointe offered a vacant house on Lawson Hills so her niece and nephew's children could stay in the Enumclaw School District. She expressed having immense respect for everyone in the community and the fire department.

Councilmember Douglass reported visiting Surprise Arizona where a BESS fire took place, and it is now a blank slab. He found it interesting that the fire department is about 120 strong and Peoria is as well and reading the FEMA report on the incident and how the fire departments stepped through the plan that was given to them by the company and still, they were left in a situation using the best of knowledge that was available to them, they triggered a fire and an explosion. More research needs to be done and he encouraged the council to think hard about safety and how this technology could benefit or pose a risk to the community.

Councilmember Smith no report.

Councilmember Mulvihill noted her report is in the packet and added that she attended her committee meetings and the push in ceremony.

ATTORNEY REPORT:

Asked Council for an executive session regarding litigation and would like to tackle it before the closed session starts.

PUBLIC COMMENTS:

Brock Deady, Black Diamond spoke to Council.

EXECUTIVE SESSION:

At 9:53 p.m. Mayor Benson recessed the meeting in executive session to discuss litigation pursuant to RCW 42.30.110(1)(i) for 20 minutes with possible action to follow. A

At 10:13 p.m. a 5-minute extension was announced.

At 10:18 p.m. a 3-minute extension was announced.

At 10:21 p.m. the executive session ended, and the meeting was called back to order at 10:22 p.m. Mayor Benson announced that there would be no action. She noted that following adjournment would be the closed session on collective bargaining.

ADJOURNMENT:

Councilmember Page **moved** to adjourn the meeting; **second** Councilmember Jones. Motion **passed** with all voting in favor (7-0). The meeting ended at 10:22 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

FOLLOWING THE REGULAR MEETING WAS A CLOSED SESSION TO DISCUSS COLLECTIVE BARGAINING PURSUANT TO RCW 42.30.140(4). No public participation.

The closed session started at 10:30 p.m. and ended at 10:59 p.m.

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

[illegible]

RESOLUTION NO. 24-1612

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
REGARDING FINAL ACCEPTANCE OF THE 2024 BLACK
DIAMOND GYM ROOF REPLACEMENT PROJECT**

WHEREAS, Zeke's Roofing Inc. has completed the 2024 Black Diamond Gym Roof Replacement project according to the contract; and

WHEREAS, Twenty additional sheets of Plywood were needed to complete the project, at a cost of an additional \$1,425.00, that was budgeted in the minor change for the project; and

WHEREAS, The final cost of the projects is \$34,158.98;

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

Section 1. The City hereby accepts the 2024 Black Diamond Gym Roof Replacement project as complete and as set forth in the contract with Zeke's Roofing Inc.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF APRIL, 2024.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution awarding a construction contract to Waters And Woods for the Lake Sawyer Dock Project in the amount of \$212,952.06.	Agenda Date: April 4, 2024 AB24-029	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$212,952.06	Public Works – Scott Hanis	X
Fund Source: Parks Capital	Court – Judge Swain/Tawnya Parks	
Timeline: April 2024		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Contract; Bid Tabulation		
SUMMARY STATEMENT: On April 2, 2024, one bid was received by public works for the construction of the Lake Sawyer Dock Project. Waters and Woods was the only Bidder at a cost of \$212,952. The City estimated the cost for this project at \$220,000.00.		
FISCAL NOTE (Finance Department): There is currently approximately \$184,000 budgeted for this expenditure. A budget amendment will be necessary for the remaining amount at the end of the year.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to approve Resolution No. 24-1613, awarding the bid on the Lake Sawyer Dock Project to Waters and Woods in the amount of \$212,952.06.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
April 4, 2024		

RESOLUTION NO. 24-1613

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AWARDING THE LOW BID ON THE LAKE SAWYER DOCK
PROJECT TO WATERS AND WOODS.**

WHEREAS, the City has planned and budgeted Funds for the Lake Sawyer Dock Project;
and

WHEREAS, the City has received one bid on April 2, 2024; and

WHEREAS, Waters and Woods was the lowest responsive bidder and has met all
conditions of providing a responsible bid;

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

Section 1. The Mayor is hereby authorized to award the bid of the Lake Sawyer Dock
Project to Waters and Woods in the amount of \$212,952.06 and authorize the Mayor to
execute a contract for the same.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF APRIL, 2024.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND

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

PUBLIC WORKS CONTRACT SMALL WORKS

1. **Contract and Parties.** This Public Works Contract-Small Works ("Contract") is between the CITY OF BLACK DIAMOND, King County, Washington ("City"), a Washington municipal corporation and Waters & Wood, Inc. ("Contractor"), a corporation organized under the laws of the State of Washington, whose address is 3130th St NE #25 Auburn, WA. The City and Contractor are each a "Party" and together the "Parties" to the Contract. The Parties agree as follows.
2. **Project.** The Parties enter into this Contract for purposes of Contractor providing the City with equipment, materials and performing work for the City ("the Project"), generally described as:

Lake Sawyer Dock Project, including those additives, if any, specified in the bid award.
3. **Effective date.** This Contract becomes effective and binding upon the Parties, including each Party's heirs, successors, and assigns, immediately upon execution of this contract by both parties.
4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via facsimile or email. It is the responsibility of Contractor to notify the City in writing if any of the contact information appearing below should change. Any notices required shall be in writing and delivered to the following addresses. If notice by email, a hard copy shall be delivered or mailed the same date as email.

CITY:

CITY OF BLACK DIAMOND
PO Box 599 – 24301 Roberts Drive
Black Diamond, Washington 98010
Contact: Ryan Sweet
Phone: (360) 469-9314
Fax: (360) 851-4501

CONTRACTOR:

Waters & Wood, Inc.
131 30th St NE #25
Auburn, WA 98002
Tax ID # 91-1675712
Contact: Eric Hamilton
Phone: (206) 719-5045

5. **Notice to Proceed.** Contractor shall provide a performance bond, insurance certificates, a City business license and statement of intent to pay prevailing wage rates within 10 days of receiving a notice of award. The City expects to issue a notice of award on or about April 5th, 2024. Upon timely receipt of the bond, insurance certificate, business license and

statement of intent to pay prevailing wage rates, the City will thereafter have ten (10) days to issue a notice to proceed. April 30th, 2024 shall be the deadline for completion of all **in water** work in accordance with the terms and conditions of the Contract. The deadline for completion of work may be extended, if the notice to proceed is delayed. The contract will stay in full force and effect until all obligations of the contract are satisfied.

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

A. *In general.*

- (1) Responsible for all labor and work. Contractor shall be solely responsible for furnishing all labor and performance of all work necessary to complete the Project as required.
- (2) Responsible for furnishing all materials and equipment. Contractor shall furnish all materials and equipment necessary to complete the Project, except for any materials expressly agreed in writing to be provided by the City.
- (3) Documents incorporated by reference. All terms and specifications contained in any Request for Bids that was issued by the City as part of determining the awarding of this Contract are hereby incorporated by reference and must be complied with by Contractor, unless one or more of such terms and specifications are expressly amended or waived in writing by the City. The contract documents that the contractor shall comply with are: (1) this contract (2) the City's Construction Standards; (3) the most recent WSDOT Standard Specifications for Road, Bridge and Municipal Construction; (4) Contractor's proposal; (5) the solicitation for bids including the roadway section design, the project and reconstruction limits
- (4) Laws and regulations to be followed. Contractor, its employees, agents, and subcontractors, shall at all times fully comply with all applicable laws, regulations, and administrative rulings in performing work for the Project.
- (5) Work Hours. Contractor shall not work on weekends. On Mondays through Thursdays, Contractor shall not start work before 7:00 AM, and shall not work after 6:00 PM. Contractor shall not start work before 7:00 AM on Fridays. Contractor must be off the street and shall not work after 3:30 PM on Fridays.
- (6) Conditions of Work. By submitting a proposal in response to the City's solicitation for quotations, Contractor represents and warrants to the City that Contractor has fully informed itself of all conditions relating to the work involved for completing the Project. In prosecuting the work, Contractor shall employ such methods or means as will not interfere with or interrupt the work of the City or its agents, employees or contractors.
- (7) Contractor's Responsibility. Contractor will prosecute the work in accordance with instructions, descriptions and/or plans and specifications provided by the City. Contractor shall carry on the work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work and/or materials before its final completion and acceptance, repair or replace forthwith the work and/or materials so injured, damaged or destroyed, at his own expense and to

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

- (8) Contractor Clean-Up. Prior to physical completion, all debris resulting from Contractor's work, delivery or installation of equipment shall be disposed of entirely by Contractor in an efficient and expeditious manner as required and directed by the City.
- (9) Safety. Contractor and its subcontractors shall take all safety precautions and furnish and install all guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the work. Contractor agrees to furnish Material Safety Data Sheets (Form OSHA-20) applicable for hazardous or potentially hazardous products. Contractor agrees to comply with the conditions of the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued thereunder, and certify that all items furnished and purchased will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the City from damages assessed against the City because of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

B. *Work Performance.*

- (1) Prevailing wages. Contractor shall pay prevailing wages, as that term is defined under the laws of the State of Washington, for all work performed on this Project by Contractor and by Contractor's employees, agents and subcontractors. Contractor is fully responsible for prevailing wage compliance.
For reference only, and without relieving any Contractor responsibility, the City notes the State of Washington prevailing wage rates for public works projects located in King County may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this Project, the applicable effective date for prevailing wages for this Project is April 5th, 2024. A copy of prevailing wage rates is also available for viewing at the office of the City (or via e-mail if City offices are closed), located at 24301 Roberts Drive, Black Diamond, WA 98010. Upon request, the City will mail a hard copy of the applicable prevailing wages for this Project if City offices are open, otherwise they will be provided via e-mail.

- (2) Notice to City. Minimum **24-hours prior notice** shall be given to the City's Department of Public Works **prior to commencement of work** under this Contract.
- (3) Approved Plans & Specifications to be followed. All work is to be performed to the City's satisfaction and in compliance with the Contract Documents listed in section 6.A(3) above, unless such requirements or specifications are expressly amended in writing by the City.
- (4) Schedule of Work to be followed. All **in-water** work for the project shall be completed by **April 30, 2024**. Contractor shall diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with any Schedule of Work agreed to by the Parties, and shall make all reasonable efforts to complete the work in a timely manner.
- (5) Duty to Correct. Contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract. The Contractor shall bear the cost of correcting such rejected work. If the Contractor fails to correct nonconforming work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.
- (6) Project Administration/Notice to Proceed. The Public Works Director, or his or her designee, shall administer this Contract and shall have all authority provided for the City under this Contract including all project approvals, including change orders. Contractor shall not commence work until Notice to Proceed has been given by the City. All work performed under this Contract will be monitored and inspected by the Public Works Director or his or her designee, and accepted by same.

C. *Non-Discrimination.*

- (1) Contractor, Contractor's officers and employees, and its subcontractors and agents, shall not discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age, disability, or other condition prohibited by federal, state, or local law or ordinance, except where the condition constitutes a bona fide occupational qualification under law.
- (2) Any violation of this Section shall be a material breach of this Contract and grounds for immediate cancellation, termination, or suspension of the Contract by the City, in whole or in part, and may result in Contractor being ineligible to perform further work for the City.

7. Compensation. **Compensation shall be by Lump Sum** for the entire scope of work as defined in the attached Bid Form/Scope of Work at the bid amounts.

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

Rule 170 (WAC 458-20-170) and its related rules apply to this project. Contractor shall not include sales tax in the unit prices bid with the following exception. The Contracting

Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

8. Payment

- A. Contractor shall request approval and acceptance of the entire scope of work from the City. Contractor may not bill for the completed work until the City has accepted the completed work.
- B. All invoices shall be submitted for work after it has been performed, and paid by City warrant within thirty (30) days of receipt of a proper invoice.
- C. Failure to perform any of the obligations under the Contract by Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by the City that any work has been satisfactorily completed.
- D. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

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

→ Initial: [Signature] (Contractor)

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

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

- 10. Retainage.** Pursuant to Chapter 60.28 RCW, a sum of five percent (5%) of the monies earned by Contractor will be retained from progress payments. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the

Contract. No final payment or release of any retainage will be made until Contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7 or other approved form) that has been certified by the industrial statistician of the Department of Labor and Industries. Also the retainage will not be released until the City has received certification that the Department of Revenue has received due payment of applicable taxes. Once the City has received certification from appropriate departments of the state of Washington, 45 days has passed from the date of acceptance of the Project and the City has not received any claims against the Project, then the City will release the retainage.

11. **Changes.** After execution of the Contract, changes in the Project may be accomplished by change order. The City, without invalidating the Contract, may order changes in the Project within the general scope of the Contract consisting of additions, deletions or other revisions, the contract sum and Contract completion date being adjusted accordingly. Change orders shall be in writing signed by the Parties.
12. **Termination of Contract.** This Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to Contractor. Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.
13. **Responsibility Criteria and Verification by Contractor.** Pursuant to Chapter 39.04 RCW, the following requirements are part of this Contract:
 - A. *Responsibility Criteria.*
 - (1) Eligibility to be awarded contract. Contractor hereby certifies that Contractor meets the following responsibility criteria:
 - a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
 - b. Contractor has a current state unified business identifier number;
 - c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and

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

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

14. Insurance.

- A. All employees, subcontractors, agents to be covered. Contractor shall procure and maintain for the duration of the Contract, and shall provide proof satisfactory to the City, insurance that covers Contractor and each of Contractor's employees, subcontractors or agents (who are not otherwise covered by Contractor's insurance) against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its employees, subcontractors or agents.
- B. Lack of insurance grounds for termination of contract. Failure of Contractor to maintain insurance as required herein shall be grounds for immediate termination of this Contract by the City.
- C. Title 51 Industrial Insurance Waived. The Parties have specifically negotiated as a term of this Contract that Contractor has agreed to expressly waive immunity under Title 51 RCW, Industrial Insurance Law.
- D. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below and maintain such insurance for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees as follows
 - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. The policy shall provide contractual liability coverage.
 - 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed

Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

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

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

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

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

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

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

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

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

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

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

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

4. The City will not waive its right to subrogation against the Contractor. The Contractor's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Contractor's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

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

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

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

15. Claims for damages.

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

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

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF BLACK DIAMOND

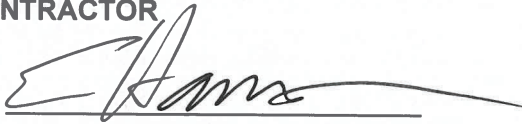
By: _____

Print name: _____

Title: _____

Date: _____

CONTRACTOR

By: _____

Print name: Eric Hamilton

Title: President - Waters & Wood, inc.

Date: 4.1.24

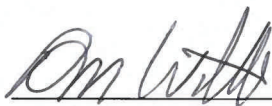
APPROVED AS TO FORM:

Office of the City Attorney

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Don Wilde (Corporate Officer (Not Contract Signer)) certify that I am the Co-owner / Treasurer (Corporate Title) of the corporation named as Contractor in the Contract attached hereto; that Eric Hamilton (Contract Signer) who signed said Contract on behalf of Contractor, was then Co-owner / President (Corporate Title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



Corp. officer signature (not contract signer)

Don Wilde

Printed

Co-owner / Treasurer

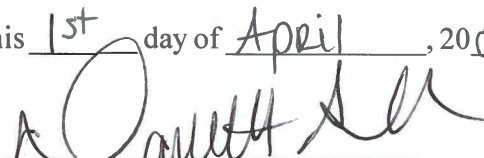
Title

State of WA

County of King

Don Wilde (corporate officer (not contract signer)) being duly sworn, deposes and says that he/she is Co-owner / Treasurer (Corporate Title) of Waters and Wood, Inc. (Name of Corporation)

Subscribed and sworn to before me this 1st day of April, 2024


Notary Public (Signature)

Danette Selk
Notary Public (Print)

My commission expires 05/05/2027

Notary Public
State of Washington
Danette Selk
Commission No. 153523
Commission Expires 05-05-27

**DECLARATION OF OPTION FOR MANAGEMENT
OF STATUTORY RETAINED PERCENTAGE**

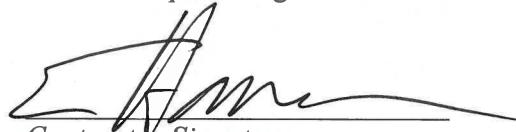
Note: This form must be submitted at the time Contractor executes the contract. Contractor shall designate the option desired by checking the appropriate space.

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

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

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

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


Contractor Signature

4.1.24
Date

City of Black Diamond PO Box 599 Black Diamond, WA 98010					
Project:	Lake Sawyer Dock Project	Bidder		Water & Woods, Inc.	
Bid Opening:	3/25/2024	& Address		131 30th St. NE #25 Auburn, WA 98002	
Item	Item Description	Unit	Qty.	Unit Bid	Amount
1	Boat Dock Complete	LS	1	\$195,728.00	\$195,728.00
				Bid Subtotal	\$195,728.00
				Washington State Sales Tax (8.8%)	\$17,224.06
				Total	\$212,952.06