



CITY OF BLACK DIAMOND
June 15, 2017 Regular Business Meeting Agenda
25510 Lawson St., Black Diamond, Washington

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

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

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 360-886-5700. Thank you for attending.

CONSENT AGENDA:

All consent agenda items are being sponsored by Councilmembers Edelman and Deady

- 1) Claim Checks** – June 15, 2017 - No. 44948 through No.44989 and EFTs in the amount of \$169,075.87
- 2) Payroll** – May 31, 2017 -No. 19337 through No. 19355 (voids 19331, 19351) and ACHs in the amount of \$297,453.10
- 3) Minutes** – Council Special Meeting of May 4, 2017
- 4) Minutes** – Council Work Session of May 11, 2017
- 5) Minutes** – Council Meeting of May 18, 2017
- 6) Minutes** – Council Meeting of June 1, 2017
- 7) Minutes** – Council Special Meeting of June 8, 2017

PUBLIC HEARINGS:

- 8) AB17-040A** – (Continued)Resolution Regarding 2018-2023 Six Year Transportation Improvement Plan
Mr. Boettcher

UNFINISHED BUSINESS:

- 9) AB17-041A** – Resolution Authorizing Fuel Tax Agreement with TIB for Emergency Pot Hole Repair Mr. Boettcher
- 10) Minutes** – Council meeting of April 21, 2016 Councilor Pepper

NEW BUSINESS:

- 11) AB17-042** – Award Contract for Citywide Emergency Pothole Repair and Road Maintenance Project
First Reading Mr. Boettcher

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

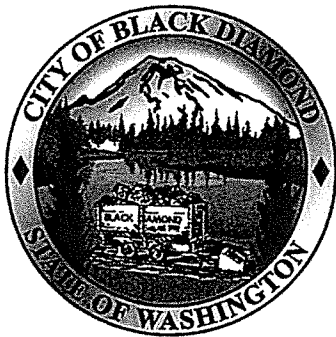
- Councilmember Deady
- Councilmember Morgan
- Councilmember Edelman
- Councilmember Weber
- Councilmember Pepper

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:



CERTIFICATION

Date: June 15th, 2017 Council Meeting

Check No.'s/EFT	Batch Name	Check/EFT Date	Amount
EFT	May- May EFT Batch for 6/15 Council	05/01-5/31	\$ 11,932.67
44948-44989	June- 2 nd June Batch for 06/15 Council	06/16/17	\$ 157,143.20
		TOTAL	\$ 169,075.87

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

May Miller
MAY MILLER, FINANCE DIRECTOR

CAROL BENSON, MAYOR

6-7-2017
DATE

DATE

COUNCILMEMBERS

DATE

Register

Fiscal: 2017

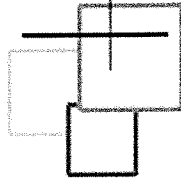
Deposit Period: 2017 - June, 2017 - May

Check Period: 2017 - June - 2nd June Batch for 06/15 Council, 2017 - May - May EFT Batch for 6/15 Council

Number	Name	Print Date	Amount
Check			
<u>44948</u>	ADT Security Services (PA)	6/16/2017	\$48.64
<u>44949</u>	APS, Inc	6/16/2017	\$190.05
<u>44950</u>	Auburn Sports & Marine, Inc.	6/16/2017	\$285.77
<u>44951</u>	AWC	6/16/2017	\$200.00
<u>44952</u>	Christopher & Allison Janes	6/16/2017	\$36.01
<u>44953</u>	City of Black Diamond	6/16/2017	\$1,362.81
<u>44954</u>	City of Issaquah	6/16/2017	\$1,470.00
<u>44955</u>	Columbia Ford	6/16/2017	\$66,910.48
<u>44956</u>	Comcast (34744)	6/16/2017	\$550.85
<u>44957</u>	Comcast (PA)	6/16/2017	\$393.88
<u>44958</u>	Erik P. Vance	6/16/2017	\$1,071.00
<u>44959</u>	Grant A. McCall	6/16/2017	\$465.60
<u>44960</u>	Henry Barnes	6/16/2017	\$1.87
<u>44961</u>	Home Depot Credit Service	6/16/2017	\$175.18
<u>44962</u>	Hydraulic Installation & Repair, Inc.	6/16/2017	\$486.11
<u>44963</u>	Jerry Hjorten	6/16/2017	\$127.28
<u>44964</u>	Johnsons Home & Garden	6/16/2017	\$216.13
<u>44965</u>	Jon E. Buss	6/16/2017	\$1,300.50
<u>44966</u>	King County Finance- Wastewater Treat Div.	6/16/2017	\$50,189.70
<u>44967</u>	King County Prosecuting Attorney	6/16/2017	\$124.21
<u>44968</u>	Kyocera	6/16/2017	\$654.52
<u>44969</u>	Modular Space Corp	6/16/2017	\$5,412.63
<u>44970</u>	Nona M. Zilbauer	6/16/2017	\$590.40
<u>44971</u>	Office Products Nationwide	6/16/2017	\$352.57
<u>44972</u>	Orkin Commercial Services	6/16/2017	\$119.31
<u>44973</u>	Parametrix, Inc.	6/16/2017	\$7,106.25
<u>44974</u>	Progressive Business Publications	6/16/2017	\$130.00
<u>44975</u>	Pro-Vac, LLC	6/16/2017	\$532.14
<u>44976</u>	Rasmussen Wire Rope & Rigging Co	6/16/2017	\$247.73
<u>44977</u>	Rebecca Pillon-Hash	6/16/2017	\$18.00
<u>44978</u>	Regional Animal Services of King County	6/16/2017	\$60.00
<u>44979</u>	Rob & Carissa Schmidt	6/16/2017	\$465.31
<u>44980</u>	Ronald & Carolyn Carroll	6/16/2017	\$83.60
<u>44981</u>	Severson's Building Maint	6/16/2017	\$1,975.00
<u>44982</u>	Timothy C. Floyd	6/16/2017	\$1,180.80
<u>44983</u>	Valley Automotive Repair & Electric	6/16/2017	\$672.04
<u>44984</u>	VenTek International	6/16/2017	\$90.00
<u>44985</u>	Voice of The Valley	6/16/2017	\$186.00
<u>44986</u>	Washington State Dept of Ecology	6/16/2017	\$2,886.00
<u>44987</u>	Washington State Treasurer	6/16/2017	\$8,734.28

<u>44988</u>	Washington Workwear Stores, Inc.	6/16/2017	\$19.55
<u>44989</u>	Water Management Laboratories, Inc.	6/16/2017	\$21.00
<u>EFT Payment</u>	Merchant Card Services	5/1/2017	\$232.02
<u>EFT Payment</u>	U.S. Postal Service (Black Diamond)	5/1/2017	\$335.67
<u>EFT Payment</u>	Invoice Cloud	5/10/2017	\$121.50
<u>EFT Payment</u>	U.S. Postal Service (CMRS-FP)	5/22/2017	\$200.00
<u>EFT Payment</u>	US Bank Equipment Finance	5/22/2017	\$1,932.14
<u>EFT Payment</u>	Washington State Department of Revenue	5/22/2017	\$4,878.49
<u>EFT Payment</u>	Dept of Licensing-Firearms Online	5/31/2017	\$36.00
<u>EFT Payment</u>	U.S. Postal Service (Black Diamond)	5/31/2017	\$342.47
<u>EFT Payment</u>	Dept of Licensing-Firearms Online	5/4/2017	\$57.00
<u>EFT Payment</u>	U.S. Postal Service (CMRS-FP)	5/8/2017	\$200.00
<u>EFT Payment</u>	Dept of Licensing-Firearms Online	5/9/2017	\$57.00
<u>EFT Payment</u>	First Bankcard	5/9/2017	\$3,540.38
	Total		\$169,075.87

Voucher Directory with Transaction Date



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

ADT Security Services (PA)

44948	625679938	5/24/2017	2017 - June - 2nd June Batch for 06/15 Council		
		06/12/17-07/11/17 Security Services			
		001-000-248-518-20-49-02		MDRT Bldg Security Costs	\$19.46
		001-000-254-518-20-49-00		Facilities Security	\$29.18
	Total 625679938				\$48.64
	Total 44948				\$48.64
	Total ADT Security Services (PA)				\$48.64

APS, Inc

44949	60831	5/27/2017	2017 - June - 2nd June Batch for 06/15 Council		
		Postage Machine Ink Cartridges			
		001-000-180-518-50-31-00		Office Supplies City Hall	\$190.05
	Total 60831				\$190.05
	Total 44949				\$190.05

Auburn Sports & Marine, Inc.

44950	578787	5/19/2017	2017 - June - 2nd June Batch for 06/15 Council		
		001-000-215-521-14-48-00		Marine Grt-Repair & Mtc.	\$285.77
	Total 578787				\$285.77
	Total 44950				\$285.77
	Total Auburn Sports & Marine, Inc.				\$285.77

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

AWC

44951	52839	6/1/2017	2017 - June - 2nd June Batch for 06/15 Council		
			Municipal Budgeting & Fiscal Management Workshop		
			001-000-140-514-23-49-01	Workshops and Training	\$200.00
	Total 52839				\$200.00
Total 44951					\$200.00
Christopher & Allison Janes					
44952	052517 CAJ	5/4/2017	2017 - June - 2nd June Batch for 06/15 Council		
			New Owner Effective 05/04/17		
			401-000-000-343-40-00-01	Water Charges	\$36.01
	Total 052517 CAJ				\$36.01
Total 44952					\$36.01
City of Black Diamond					
44953	053017 COBD	5/30/2017	2017 - June - 2nd June Batch for 06/15 Council		
			May Utility Billing		
			001-000-212-521-50-47-01	Water	\$86.76
			2470.0 Police Water		
			001-000-212-521-50-47-02	Sewer	\$64.73
			2470.0 Police Sewer		
			001-000-212-521-50-47-03	Stormwater	\$80.00
			2470.0 Police Storm		
			001-000-248-518-20-47-01	MDRT BD Wtr, Swr, Storm	\$49.47
			2498.0 City Hall-MDRT (40%)		
			001-000-254-518-20-47-00	Facilities-Utilities	\$74.20
			2498.0 City Hall (60%)		
			001-000-270-575-30-47-01	Museum Water/Sewer/Storm	\$32.00
			1399.5 Museum-Storm		
			001-000-270-575-30-47-01	Museum Water/Sewer/Storm	\$108.03
			2070.0 Museum-Water/Sewer		
			001-000-270-575-51-47-01	Gym-Stormwater	\$32.00
			1399.1 Gym-Stormwater		
			001-000-270-575-51-47-02	Gym-Sewer	\$64.73
			1399.0 Gym-Sewer		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
	Account Number		Title	
	001-000-270-575-51-47-03		Gym-Water	\$43.59
	1399.0 Gym-Water			
	001-000-270-576-80-47-01		Water	\$3.35
	1045.0 PW Shops-Water			
	001-000-270-576-80-47-01		Water	\$35.63
	2306.0 Coal Car-Water			
	001-000-270-576-80-47-01		Water	\$35.63
	1582.0 Eagle Creek-Water			
	001-000-270-576-80-47-02		Sewer	\$5.19
	1045.0 PW Shops-Sewer			
	001-000-270-576-80-47-03		Stormwater	\$11.52
	1045.0 PW Shops-Storm			
	001-000-270-576-80-47-03		Stormwater	\$96.00
	1399.2 Boat Launch-Storm			
	001-000-280-536-20-47-01		Water	\$0.84
	1045.0 PW Shops-Water			
	001-000-280-536-20-47-01		Water	\$35.99
	1457.0 Cemetery-Water			
	001-000-280-536-20-47-02		Sewer	\$1.29
	1045.0 PW Shops-Sewer			
	001-000-280-536-20-47-03		Stormwater	\$2.88
	1045.0 PW Shops-Storm			
	001-000-530-522-10-47-01		Water	\$37.15
	2200.0 Fire Dept-Water			
	001-000-530-522-10-47-02		Sewer	\$64.73
	2200.0 Fire Dept-Sewer			
	001-000-530-522-10-47-03		Stormwater	\$40.00
	1399.4 Fire Dept.-Storm			
	101-000-000-543-31-47-01		Water	\$35.63
	2983.0 Railroad Ave Irrig.			
	101-000-000-543-31-47-01		Water	\$6.27
	1045.0 PW Shops-Water			
	101-000-000-543-31-47-02		Sewer	\$9.71
	1045.0 PW Shops-Sewer			
	101-000-000-543-31-47-03		Stormwater	\$21.60
	1045.0 PW Shops-Storm			
	401-000-000-534-80-47-01		Water	\$10.45
	1045.0 PW Shops-Water			
	401-000-000-534-80-47-02		Sewer	\$16.18
	1045.0 PW Shops-Sewer			
	401-000-000-534-80-47-03		Stormwater	\$36.00
	1045.0 PW Shops-Storm			

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
Total City of Black Diamond City of Issaquah	Total 053017 COBD Total 44953	407-000-000-535-80-47-01	Water	\$10.45
		1045.0 PW Shops-Water		
		407-000-000-535-80-47-02	Sewer	\$16.18
		1045.0 PW Shops-Sewer		
		407-000-000-535-80-47-03	Stormwater	\$36.00
		1045.0 PW Shops-Storm		
		407-000-000-535-80-47-03	Stormwater	\$96.00
		1399.3 Sewer Lagoon-Storm		
		410-000-000-531-10-47-01	Water	\$10.45
		1045.0 PW Shops-Water		
Total City of Issaquah Columbia Ford	Total 04-50008419 Total 44954	410-000-000-531-10-47-02	Sewer	\$16.18
		1045.0 PW Shops-Sewer		
		410-000-000-531-10-47-03	Stormwater	\$36.00
		1045.0 PW Shops-Storm		
		Total 053017 COBD		
		Total 44953		
		Total City of Black Diamond		
		City of Issaquah		
		04-50008419	6/1/2017	2017 - June - 2nd June Batch for 06/15 Council
		5/19 Services		
Total City of Issaquah Columbia Ford	Total 04-50008420 Total 44954	320-000-020-542-64-18-06	Rbts Dr. Traffic Control-Outside O/Tr	\$1,120.00
		16hr @ \$70/hr		
		Total 04-50008419		
		Total 44954		
		04-50008420	6/5/2017	2017 - June - 2nd June Batch for 06/15 Council
		6/1 Services		
		320-000-020-542-64-18-06	Rbts Dr. Traffic Control-Outside O/Tr	\$350.00
		5hr @ \$70/hr		
		Total 04-50008420		
		Total 44954		
Total City of Issaquah Columbia Ford	Total 3-H1663 Total 44955	3-H1663	5/26/2017	2017 - June - 2nd June Batch for 06/15 Council
		2017 Ford K8A		
		510-000-300-594-21-64-00	Police Vehicles-replace	\$31,278.32
		Total 3-H1663		
		Total 44955		
		Total City of Issaquah		
		Columbia Ford		
		Total 3-H1663		
		Total 44955		
		Total City of Issaquah		

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
44955	3-H1929		5/31/2017	2017 - June - 2nd June Batch for 06/15 Council	
		2017 Ford F150			
		510-000-300-594-21-64-00		Police Vehicles-replace	\$35,632.16
	Total 3-H1929				\$35,632.16
Total 44955					\$66,910.48
Total Columbia Ford					\$66,910.48
Comcast (34744)					
44956	0106156 051617		5/16/2017	2017 - June - 2nd June Batch for 06/15 Council	
		Services from 05/25/17-06/24/17			
		001-000-214-521-20-42-00		Police Telephone/DSL/Air Cards	\$95.00
		Police Internet Act 8498 34 014 0106156			
	Total 0106156 051617				\$95.00
44956	0106172 051017		5/10/2017	2017 - June - 2nd June Batch for 06/15 Council	
		Services from 05/17/17-06/16/17			
		001-000-214-521-20-42-00		Police Telephone/DSL/Air Cards	\$3.30
		Police Cable TV Act 8498 34 014 0106172			
	Total 0106172 051017				\$3.30
44956	0122286 051217		5/12/2017	2017 - June - 2nd June Batch for 06/15 Council	
		Services from 05/22/17-06/21/17			
		001-000-120-512-50-42-00		Telephone/DSL	\$221.41
		Court Internet Act 8498 34 014 0122286			
	Total 0122286 051217				\$221.41
44956	0125628 052617		5/26/2017	2017 - June - 2nd June Batch for 06/15 Council	
		Services from 06/05/17-07/04/17			
		001-000-248-518-20-42-00		MDRT Telephone, Fax, Internet costs	\$92.46
		MDRT Internet Act 8498 34 014 0125628			
		001-000-254-518-20-42-00		Facilities-Communication	\$138.68
		City Hall Internet Act 8498 34 014 0125628			
	Total 0125628 052617				\$231.14
Total 44956					\$550.85
Total Comcast (34744)					\$550.85

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
Comcast (PA)					
44957	53669588		2017 - June - 2nd June Batch for 06/15 Council		
		001-000-248-518-20-42-00	MDRT Telephone, Fax, Internet costs		\$55.15
		001-000-254-518-20-42-00	Facilities-Communication		\$236.33
		101-000-000-542-90-42-01	Telephone/DSL/Radios		\$25.60
		401-000-000-534-80-42-00	Telephone/DSL/Radios		\$25.60
		407-000-000-535-80-42-00	Telephone/DSL/Radios		\$25.60
		410-000-000-531-10-42-00	Telephone/DSL/Radios		\$25.60
		Total 53669588			\$393.88
Total 44957					\$393.88
Total Comcast (PA)					
Erik P. Vance					
44958	051617		2017 - June - 2nd June Batch for 06/15 Council		
		5/16 Services			
		320-000-020-542-64-18-06	Rbts Dr. Traffic Control-Outside O/Tr		\$535.50
		10 hr @ \$53.50/hr			\$535.50
	Total 051617				
44958	052317		2017 - June - 2nd June Batch for 06/15 Council		
		5/23 Services			
		320-000-020-542-64-18-06	Rbts Dr. Traffic Control-Outside O/Tr		\$535.50
		10hr @ \$53.50/hr			\$535.50
	Total 052317				
Total 44958					\$535.50
Total Erik P. Vance					
Grant A. McCall					
44959	17-002		2017 - June - 2nd June Batch for 06/15 Council		
		5/19 Services			
		320-000-020-542-64-18-06	Rbts Dr. Traffic Control-Outside O/Tr		\$465.60
		8hr @ \$58.20/hr			\$465.60
	Total 17-002				
Total 44959					\$465.60
Total Grant A. McCall					
Total 44959					
\$1,071.00					

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

Henry Barnes

44960	052517 HB	4/7/2017	2017 - June - 2nd June Batch for 06/15 Council		
		New Tenant Effective 04/17/17			
		401-000-000-343-40-00-01		Water Charges	\$1.87
Total 44960	Total 052517 HB				\$1.87
Total Henry Barnes					\$1.87
Home Depot Credit Service					\$1.87
44961	2022258	5/31/2017	2017 - June - 2nd June Batch for 06/15 Council		
		Dock Repairs			
		001-000-215-521-10-31-00		Marine Operating Supplies VRF	\$37.46
Total 2022258					\$37.46
44961	8571833	5/5/2017	2017 - June - 2nd June Batch for 06/15 Council		
		Gym Repair & Maint			
		001-000-270-575-51-48-00		Gym Facility Repair & Maintenance	\$137.72
Total 8571833					\$137.72
Total 44961					\$175.18
Total Home Depot Credit Service					\$175.18
Hydraulic Installation & Repair, Inc.					
44962	74981	4/10/2017	2017 - June - 2nd June Batch for 06/15 Council		
		Plow Cylinder			
		101-000-000-543-33-48-03		Street Share-Vehicle & Eq Mtc Costs	\$486.11
Total 74981					\$486.11
Total 44962					\$486.11
Total Hydraulic Installation & Repair, Inc.					\$486.11

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
Jerry Hjorten	44963	060617 JH	6/6/2017	2017 - June - 2nd June Batch for 06/15 Council	
			Stormwater Refund		
			401-000-000-343-40-00-01	Water Charges	\$127.28
		Total 060617 JH			\$127.28
	Total 44963				\$127.28
	Total Jerry Hjorten				\$127.28
	Johnsons Home & Garden				
	44964	416284	5/30/2017	2017 - June - 2nd June Batch for 06/15 Council	
			407-000-000-535-80-48-02	Sewer System Rep & Mtc-Ext/Int	\$30.36
		Total 416284			\$30.36
Total Johnsons Home & Garden	44964	416300	5/30/2017	2017 - June - 2nd June Batch for 06/15 Council	
			407-000-000-535-80-48-02	Sewer System Rep & Mtc-Ext/Int	\$72.34
			Sewer Effluent Dump Repair 32002 - Union		\$72.34
		Total 416300			
	44964	416389	6/2/2017	2017 - June - 2nd June Batch for 06/15 Council	
			001-000-180-518-50-48-03	Vehicle Repairs & Maintenance	\$37.42
		Total 416389			\$37.42
	44964	416405	6/2/2017	2017 - June - 2nd June Batch for 06/15 Council	
			001-000-145-518-80-48-00	Repairs & Maintenance	\$76.01
			I.T. Rep & Maint		\$76.01
Total Johnsons Home & Garden		Total 416405			\$216.13
	Total 44964				
	Total Johnsons Home & Garden				
	Jon E. Buss				
	44965	17-015	5/19/2017	2017 - June - 2nd June Batch for 06/15 Council	
			5/19 Services		
			320-000-020-542-64-18-06	Rbts Dr. Traffic Control-Outside O/Tr	\$578.00
			8hrs @ \$72.25/hr		\$578.00
		Total 17-015			

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number		Name Title	Amount
44965	17-016 A		6/2/2017	2017 - June - 2nd June Batch for 06/15 Council	
		6/2 Services			
		320-000-020-542-64-18-06		Rbts Dr. Traffic Control-Outside O/Tr	\$722.50
		10 hr @ \$72.25/hr			\$722.50
Total 44965	Total 17-016 A				\$1,300.50
Total Jon E. Buss					\$1,300.50
King County Finance- Wastewater Treat Div.					
44966	30017858		6/1/2017	2017 - June - 2nd June Batch for 06/15 Council	
		June Services			
		407-000-000-535-80-41-04		Metro Sewer Charges	\$50,189.70
Total 44966	Total 30017858				\$50,189.70
Total King County Finance- Wastewater Treat Div.					\$50,189.70
King County Prosecuting Attorney					
44967	053117 KCPA		5/31/2017	2017 - June - 2nd June Batch for 06/15 Council	
		May Remittance - Crime Victims			
		633-000-000-589-90-00-05		Due to Agency-Treasurers Trust Court	\$124.21
Total 44967	Total 053117 KCPA				\$124.21
Total King County Prosecuting Attorney					\$124.21
Kyocera					
44968	55T1019880		5/23/2017	2017 - June - 2nd June Batch for 06/15 Council	
		Service Period 02/21/17-05/20/17			
		001-000-210-521-10-45-00		Lease Payments - US Bank/Copier	\$16.77
		Police Dept			
		001-000-248-518-20-45-03		MDRT-Copier Costs	\$53.22
		MDRT			
		001-000-254-518-20-45-04		Facilities Copier Maint Lease	\$158.43
		Community Dev			
		001-000-254-518-20-45-04		Facilities Copier Maint Lease	\$426.10

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

City Hall

Total 55T1019880
Total 44968
Total Kyocera
\$654.52
\$654.52
\$654.52

Modular Space Corp

44969 502036584 5/27/2017 2017 - June - 2nd June Batch for 06/15 Council
June Rent
001-000-248-518-20-45-01 MDRT-Bldg Rental-Modspace
Total 502036584
\$1,958.06
\$1,958.06

44969 502036595 5/27/2017 2017 - June - 2nd June Batch for 06/15 Council
June Rent
001-000-254-518-20-45-01 Facilities-Bldg Rental/Modspace
Total 502036595
\$3,454.57
\$3,454.57
\$5,412.63
\$5,412.63

Total 44969

Total Modular Space Corp

Nona M. Zilbauer

44970 052017 NZ 5/20/2017 2017 - June - 2nd June Batch for 06/15 Council
5/20 Services
320-000-020-542-64-18-06 Rbts Dr. Traffic Control-Outside O/Tr
10 hr @ \$59.04/hr
Total 052017 NZ
\$590.40
\$590.40
\$590.40

Total 44970

Total Nona M. Zilbauer

Office Products Nationwide

44971 911055-0 5/25/2017 2017 - June - 2nd June Batch for 06/15 Council
MDRT Supplies
001-000-246-558-70-31-00 Office Supplies
Total 911055-0
\$171.58
\$171.58

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
44971	911547-0	5/31/2017	2017 - June - 2nd June Batch for 06/15 Council		
	Total 911547-0	001-000-240-558-51-31-00	Office & Operating Supplies		\$57.29
44971	911555-0	5/31/2017	2017 - June - 2nd June Batch for 06/15 Council		\$57.29
	Total 911555-0	CH Supplies 001-000-180-518-50-31-00	Office Supplies City Hall		\$80.27
44971	911965-0	5/31/2017	2017 - June - 2nd June Batch for 06/15 Council		\$80.27
	Total 911965-0	001-000-240-558-51-31-00	Office & Operating Supplies		\$43.43
Total 44971					\$43.43
Total Office Products Nationwide					\$352.57
Orkin Commercial Services					\$352.57
44972	157857778	5/25/2017	2017 - June - 2nd June Batch for 06/15 Council		
	Total 157857778	June Services 001-000-248-518-20-49-01	MDRT Bldg Custodial Costs		\$31.02
Total 44972		001-000-254-518-20-49-01	Facilities Building Custodial		\$88.29
Total Orkin Commercial Services					\$119.31
Parametrix, Inc.					\$119.31
44973	01-78899	5/25/2017	2017 - June - 2nd June Batch for 06/15 Council		\$1,342.50
	Total 01-78899	Res 15-1048 001-000-240-558-60-41-08	Prof Svs-Arboretum		\$1,342.50
44973	01-78916	5/22/2017	2017 - June - 2nd June Batch for 06/15 Council		\$1,342.50
	Total 01-78916	Res 14-980/15-1022 320-000-020-595-10-63-00	Arboretum: S/Platt-Pass Thru: 4/2/17-5/19/17 Services		\$618.75
		4/2/17-4/29/17 Services	Roberts Dr Rehab-Eng.		\$618.75

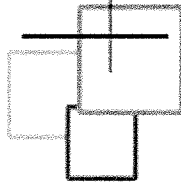
Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		320-000-020-595-30-63-01	Robert Drive-Developer Cost	\$185.00
	Total 01-78916	4/2/17-4/29/17 Services		\$803.75
44973	01-78917	5/22/2017	2017 - June - 2nd June Batch for 06/15 Council	
	Res 15-1048			
	001-000-240-558-60-41-08		Prof Svs-Arboretum	\$935.00
	Total 01-78917	Arboretum: Traffic Analysis Pass Thru: 4/2/17-4/29/17 Services		\$935.00
44973	01-78919	5/22/2017	2017 - June - 2nd June Batch for 06/15 Council	
	Res 16-1101			
	410-000-010-531-10-41-00		KC Grant-Culvert Replacement	\$4,025.00
	Total 01-78919	2/26/17-4/29/17 Services		\$4,025.00
Total 44973				\$4,025.00
Total Parametrix, Inc.				\$7,106.25
Progressive Business Publications				\$7,106.25
44974	06664628	6/6/2017	2017 - June - 2nd June Batch for 06/15 Council	
	Total 06664628			\$130.00
Total 44974				\$130.00
Total Progressive Business Publications				\$130.00
Pro-Vac, LLC				\$130.00
44975	170209-011	3/5/2017	2017 - June - 2nd June Batch for 06/15 Council	
	Sewer Break 6th Ave			
	407-000-000-535-80-48-02		Sewer System Rep & Mtc-Ext/Int	\$532.14
	Total 170209-011			\$532.14
Total 44975				\$532.14
Total Pro-Vac, LLC				\$532.14

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number		Name Title	Amount
Rasmussen Wire Rope & Rigging Co					
	44976		5/25/2017	2017 - June - 2nd June Batch for 06/15 Council	
		219086			
				Parks Supplies	
			001-000-270-576-80-31-03	Operating Supplies	\$247.73
		Total 219086			\$247.73
		Total 44976			\$247.73
Total Rasmussen Wire Rope & Rigging Co					
Rebecca Pillon-Hash					
	44977		6/6/2017	2017 - June - 2nd June Batch for 06/15 Council	
		060617 RPH			
				Stormwater Refund	
			401-000-000-343-40-00-01	Water Charges	\$18.00
		Total 060617 RPH			\$18.00
		Total 44977			\$18.00
Total Rebecca Pillon-Hash					
Regional Animal Services of King County					
	44978		5/31/2017	2017 - June - 2nd June Batch for 06/15 Council	
		053117 RAS			
				May Licenses	
			633-000-000-589-90-00-01	King County Animal License	\$60.00
		Total 053117 RAS			\$60.00
		Total 44978			\$60.00
Total Regional Animal Services of King County					
Rob & Carissa Schmidt					
	44979		5/25/2017	2017 - June - 2nd June Batch for 06/15 Council	
		052517 RCS			
				New Owner Effective 04/11/17	
			401-000-000-343-40-00-01	Water Charges	\$465.31
		Total 052517 RCS			\$465.31
		Total 44979			\$465.31
Total Rob & Carissa Schmidt					

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
Ronald & Carolyn Carroll					
44980	060617 RCC		6/6/2017	2017 - June - 2nd June Batch for 06/15 Council	
		Stormwater Refund			
		401-000-000-343-40-00-01		Water Charges	\$83.60
	Total 060617 RCC				\$83.60
	Total 44980				\$83.60
Total Ronald & Carolyn Carroll					
Severson's Building Maint					
44981	299226		5/31/2017	2017 - June - 2nd June Batch for 06/15 Council	
		City Hall/Com/DevMDRT			
		001-000-248-518-20-49-01		MDRT Bldg Custodial Costs	\$450.00
		MDRT Janitorial Services			
		001-000-254-518-20-49-01		Facilities Building Custodial	\$675.00
		City Hall/Com Dev Janitorial Services			
	Total 299226				\$1,125.00
44981	299227		5/31/2017	2017 - June - 2nd June Batch for 06/15 Council	
		Police/Court			
		001-000-212-521-50-41-03		Police Custodial Cost	\$625.00
		Police/Court Janitorial Services			
	Total 299227				\$625.00
44981	299228		5/31/2017	2017 - June - 2nd June Batch for 06/15 Council	
		Gym			
		001-000-270-575-51-48-00		Gym Facility Repair & Maintenance	\$225.00
		Gym Janitorial Services			
	Total 299228				\$225.00
	Total 44981				\$1,975.00
Total Severson's Building Maint					
Timothy C. Floyd					
44982	BDPD-8		5/16/2017	2017 - June - 2nd June Batch for 06/15 Council	
		5/16 Services			
		320-000-020-542-64-18-06		Rbts Dr. Traffic Control-Outside O/Tr	\$590.40

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
			10hrs @ \$59.04/hr		
	Total BDPD-8				\$590.40
44982			5/18/2017	2017 - June - 2nd June Batch for 06/15 Council	
	BDPD-9				
		5/18 Services			
		320-000-020-542-64-18-06		Rbts Dr. Traffic Control-Outside O/Tr	\$590.40
		10hrs @ \$59.04/hr			\$590.40
	Total BDPD-9				\$1,180.80
Total 44982					\$1,180.80
Total Timothy C. Floyd					
Valley Automotive Repair & Electric					
44983			5/16/2017	2017 - June - 2nd June Batch for 06/15 Council	
	0025791				
		Police			
		001-000-210-521-10-48-01		Vehicle Maintenance & Repair	\$672.04
	Total 0025791				\$672.04
Total 44983					\$672.04
Total Valley Automotive Repair & Electric					\$672.04
VenTek International					
44984			6/1/2017	2017 - June - 2nd June Batch for 06/15 Council	
	106130				
		June Services			
		001-000-270-576-80-41-02		Venue Pay Station	\$90.00
	Total 106130				\$90.00
Total 44984					\$90.00
Total VenTek International					\$90.00
Voice of The Valley					
44985			5/24/2017	2017 - June - 2nd June Batch for 06/15 Council	
	19568				
		Notice of Public Hearing			
		101-000-000-542-90-44-00		Advertising	\$186.00
	Total 19568				\$186.00
Total 44985					\$186.00
Total Voice of The Valley					\$186.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
Washington State Dept of Ecology					
44986	2017-RS-WAR045505		5/18/2017	2017 - June - 2nd June Batch for 06/15 Council	
	Water Quality Program: Regional Stormwater Monitoring Permit				
	410-000-000-531-10-41-04			Dept of Ecology - Stormwater Permit	\$2,886.00
	Covers 08/15/17-08/15/18				
	Total 2017-RS-WAR045505				\$2,886.00
Total 44986					
Total Washington State Dept of Ecology					
Washington State Treasurer					
44987	053117		5/31/2017	2017 - June - 2nd June Batch for 06/15 Council	
	May Remittance				
	633-000-000-589-90-00-05			Due to Agnecy-Treasurers Trust Court	\$8,734.28
	Total 053117				\$8,734.28
Total 44987					
Total Washington State Treasurer					
Washington Workwear Stores, Inc.					
44988	2826		5/25/2017	2017 - June - 2nd June Batch for 06/15 Council	
	Uniform				
	101-000-000-544-90-49-02			PW Clearing-Shared Other costs	\$19.55
	Total 2826				\$19.55
Total 44988					
Total Washington Workwear Stores, Inc.					
Water Management Laboratories, Inc.					
44989	158702		5/22/2017	2017 - June - 2nd June Batch for 06/15 Council	
	401-000-000-534-80-41-02			Water Testing and Sampling	\$21.00
	Total 158702				\$21.00
Total 44989					
Total Water Management Laboratories, Inc.					
Vendor Count 42					Grand Total
					\$157,143.20



Voucher Directory with Transaction Date

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
Dept of Licensing-Firearms Online					
	EFT Payment 5/4/2017 3:34:16 PM - 1		5/4/2017	2017 - May - May EFT Batch for 6/15 Council	
	050417 DFO				
	May Charges				\$57.00
	633-000-000-589-90-00-11			DOL- Firearms EFT Payments	
	Concealed Pistol License				
	Total 050417 DFO				\$57.00
	Total EFT Payment 5/4/2017 3:34:16 PM - 1				\$57.00
	EFT Payment 5/9/2017 3:35:55 PM - 1		5/9/2017	2017 - May - May EFT Batch for 6/15 Council	
	050917 DFO				
	May Charges				\$57.00
	633-000-000-589-90-00-11			DOL- Firearms EFT Payments	
	Concealed Pistol License				
	Total 050917 DFO				\$57.00
	Total EFT Payment 5/9/2017 3:35:55 PM - 1				\$57.00
	EFT Payment 5/31/2017 3:36:54 PM - 1		5/31/2017	2017 - May - May EFT Batch for 6/15 Council	
	053117 DFO				
	May Charges				\$36.00
	633-000-000-589-90-00-11			DOL- Firearms EFT Payments	
	Concealed Pistol License				
	Total 053117 DFO				\$36.00
	Total EFT Payment 5/31/2017 3:36:54 PM - 1				\$36.00
	Total Dept of Licensing-Firearms Online				\$150.00
First Bankcard					
	EFT Payment 5/9/2017 4:32:42 PM - 1		5/9/2017	2017 - May - May EFT Batch for 6/15 Council	
	Bain 7703 050917				
	April MDRT Charges				
	001-000-246-558-70-31-00			Office Supplies	\$58.16
	Batteries/Mop				
	Total Bain 7703 050917				\$58.16

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
	EFT Payment 5/9/2017 4:32:42				
	PM - 1				
	Esping 1117 050917	5/9/2017	2017 - May - May EFT Batch for 6/15 Council		
	April PW Charges				
	001-000-180-518-50-49-23	Wellness Food	City Wellness Program		\$53.59
	001-000-181-518-30-31-04	Uniform Shoes	Uniforms		\$54.29
	001-000-215-521-14-48-00	Marine-Dockline	Marine Grt-Repair & Mtc.		\$567.71
	001-000-215-521-14-48-00	Marine-Supplies	Marine Grt-Repair & Mtc.		\$65.61
	101-000-000-544-90-35-00	Safety Supplies	PW Clearing Acct-Small Tools		\$83.60
	Total Esping 1117 050917				\$824.80
	EFT Payment 5/9/2017 4:32:42				
	PM - 1				
	Girias 2336 050917	5/9/2017	2017 - May - May EFT Batch for 6/15 Council		
	April PD Charges				
	001-000-215-521-14-31-00	Boat Shoes	2016 Marine Grt-Supplies		\$87.59
	001-000-215-521-14-31-00	Boat Short	2016 Marine Grt-Supplies		\$69.49
	001-000-215-521-14-31-00	Boots	2016 Marine Grt-Supplies		\$118.26
	001-000-215-521-14-32-00	Fuel-VRF Class	Marine Grt-Fuel		\$92.15
	001-000-215-521-14-43-00	Fuel-VRF Class	Marine Grt-Travel, Meals, Miles		\$23.74
	001-000-215-521-14-43-00	Lodging-VRF Class	Marine Grt-Travel, Meals, Miles		\$96.33
	001-000-215-521-14-43-00	Meal-VRF Class	Marine Grt-Travel, Meals, Miles		\$20.60
	001-000-215-521-14-43-00	Meal-VRF Class	Marine Grt-Travel, Meals, Miles		\$9.32
	001-000-215-521-14-43-00	Lodgingl-VRF Class	Marine Grt-Travel, Meals, Miles		\$540.90
	001-000-215-521-14-43-00	Meal-VRF Class	Marine Grt-Travel, Meals, Miles		\$4.05
	001-000-215-521-14-43-00	Meal-VRF Class	Marine Grt-Travel, Meals, Miles		\$4.05

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
	Account Number	Name	Title	Amount	
Total Girias 2336 050917 EFT Payment 5/9/2017 4:32:42 PM - 1	001-000-215-521-14-43-00	Lodging-VRF Class-Bill R.	Marine Grt-Travel, Meals, Miles	\$540.90	
	001-000-215-521-14-43-00	Meal-VRF Class	Marine Grt-Travel, Meals, Miles	\$22.21	
	001-000-215-521-14-43-00	Meal-VRF Class	Marine Grt-Travel, Meals, Miles	\$4.05	
	001-000-215-521-14-43-00	Meal-VRF Class	Marine Grt-Travel, Meals, Miles	\$2.00	
	001-000-215-521-14-43-00	Meal-VRF Class	Marine Grt-Travel, Meals, Miles	\$24.04	
	001-000-215-521-14-43-00	Meal-VRF Class	Marine Grt-Travel, Meals, Miles	\$24.96	
	001-000-215-521-14-43-00	Meal-VRF Class	Marine Grt-Travel, Meals, Miles	\$4.05	
	001-000-215-521-14-43-00	Meal-VRF Class		\$1,688.69	
	2017 - May - May EFT Batch for 6/15 Council				
	5/9/2017				
Total Hanis 7970 050917 EFT Payment 5/9/2017 4:32:42 PM - 1	April PW Charges				
	101-000-000-542-90-31-01	Washington DES-Specs	Operating Supplies	\$13.61	
	101-000-000-542-90-43-00	Parking	Meals, Mileage & Lodging	\$9.00	
	401-000-000-534-80-31-01	Washington DES-Specs	Operating Supplies	\$13.61	
	407-000-000-535-80-31-01	Washington DES-Specs	Operating Supplies	\$13.61	
	410-000-000-531-10-31-01	Washington DES-Specs	Stormwater Operating Supplies	\$13.62	
Total Martinez 4360 050917 EFT Payment 5/9/2017 4:32:42 PM - 1	April CC Charges				
	001-000-110-511-60-43-00	SCA Dinner: J. Edelman	Lodging, Meals and Mileage	\$45.00	
	001-000-130-513-10-43-00	SCA Dinner: C. Benson	Lodging, Meals & Mileage	\$45.00	
	001-000-137-514-21-43-00	Lodging	Lodging, Meals & Mileage	\$314.94	
	001-000-137-514-21-43-00	Lodging	Lodging, Meals & Mileage	(\$157.47)	
	2017 - May - May EFT Batch for 6/15 Council				
	5/9/2017				

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
	Account Number	Name	Title		
	Lodging Adjustment				
	Total Martinez 4360 050917				\$247.47
	EFT Payment 5/9/2017 4:32:42				
	PM - 1				
	Mcgraw 9074 050917				
	April PD Charges				
	001-000-214-521-20-42-03			Police Postage	\$6.59
	001-000-214-521-20-42-03			Police Postage	\$12.75
	310-000-011-594-21-64-03			Police Technology & Other	\$41.22
	IT Supplies				\$60.56
	Total Mcgraw 9074 050917				
	EFT Payment 5/9/2017 4:32:42				
	PM - 1				
	Metcalf 4013 050917				
	April Crt Charges				
	001-000-120-512-50-42-00			Telephone/DSL	\$10.04
	Conference Call				\$10.04
	Total Metcalf 4013 050917				
	EFT Payment 5/9/2017 4:32:42				
	PM - 1				
	O'Neill 8528 050917				
	April Fin Charges				
	001-000-140-514-23-43-00			Lodging, Meals & Mileage	\$142.95
	Lodging				\$10.04
	001-000-140-514-23-43-00			Lodging, Meals & Mileage	\$45.52
	Meal/Dinner				\$8.24
	001-000-140-514-23-43-00			Lodging, Meals & Mileage	\$206.75
	Fuel				
	001-000-140-514-23-43-00			Lodging, Meals & Mileage	
	Meal/Dinner				
	Total O'Neill 8528 050917				
	EFT Payment 5/9/2017 4:32:42				
	PM - 1				
	Redd 5176 050917				
	April MDRT Charges				
	001-000-246-558-70-31-00			Office Supplies	\$16.09
	Stamps				\$17.99
	001-000-246-558-70-31-00			Office Supplies	
	Stamps				

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
		Account Number		Title	
		001-000-246-558-70-42-00		Postage	\$196.00
		Stamps V13 NoA			
	Total Redd 5176 050917				
	EFT Payment 5/9/2017 4:32:42				
	PM - 1				\$230.08
	Williamson 8513 050917				
	April MDRT Charges		5/9/2017	2017 - May - May EFT Batch for 6/15 Council	
	001-000-246-558-70-32-00			Fuel	\$41.38
	001-000-246-558-70-43-00			Lodging, Meals & Mileage	\$40.00
	001-000-246-558-70-43-00			Lodging, Meals & Mileage	\$16.00
	001-000-246-558-70-48-00			Lunch	\$5.00
	001-000-246-558-70-48-00			Vehicle Repair & Maintenance	\$5.00
	001-000-246-558-70-49-00			Miscellaneous	\$48.00
	Working Lunch				
	Total Williamson 8513 050917				
	Total EFT Payment 5/9/2017 4:32:42 PM - 1				\$150.38
	Total First Bankcard				\$3,540.38
	Invoice Cloud				\$3,540.38
	EFT Payment 5/10/2017 3:38:29				
	PM - 1				
	774-2017_4		5/10/2017	2017 - May - May EFT Batch for 6/15 Council	
	April Charges				
	401-000-000-534-80-49-50			Bank Analysis Fees/Merch CC/ Lien Fees	\$55.89
	Water				
	407-000-000-535-80-49-50			Bank Analysis Fees/Merch CC Fees	\$55.89
	Sewer				
	410-000-000-531-10-49-50			Bank Analysis Fees/Merch CC/ Lien Fees	\$9.72
	Storm				
	Total 774-2017_4				
	Total EFT Payment 5/10/2017 3:38:29 PM - 1				\$121.50
	Total Invoice Cloud				\$121.50
	Merchant Card Services				\$121.50
	EFT Payment 5/1/2017 3:41:35				
	PM - 1				
	050117 MCS CH		5/1/2017	2017 - May - May EFT Batch for 6/15 Council	
	April Charges				
	001-000-180-518-50-49-03			Bank Merch CC Fees	\$109.01

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

	Total 050117 MCS CH		City Hall 633		
	EFT Payment 5/1/2017 3:41:35				
	PM - 1		5/1/2017	2017 - May - May EFT Batch for 6/15 Council	\$109.01
	050117 MCS LSP				
	April Charges				
	001-000-270-576-80-49-01			Bank Analysis Fees/Merch CC Fees	\$43.49
				Lake Sawyer Parking 758	\$43.49
	Total 050117 MCS LSP				
	EFT Payment 5/1/2017 3:41:35				
	PM - 1		5/1/2017	2017 - May - May EFT Batch for 6/15 Council	
	050117 MCS PD				
	April Charges				
	001-000-210-521-10-49-04			Bank Analysis Fees/Merch CC Fees	\$79.52
				Police 375	\$79.52
	Total 050117 MCS PD				\$232.02
	Total EFT Payment 5/1/2017 3:41:35 PM - 1				\$232.02
	Total Merchant Card Services				
	U.S. Postal Service (Black Diamond)				
	EFT Payment 5/1/2017 3:43:24				
	PM - 1		5/1/2017	2017 - May - May EFT Batch for 6/15 Council	
	050117 USPS BD				
	April Utility Billing Postage Charges				
	401-000-000-534-80-42-01			Postage	\$154.41
	407-000-000-535-80-42-01			Postage	\$154.41
	410-000-000-531-10-42-01			Postage	\$26.85
	Total 050117 USPS BD				\$335.67
	Total EFT Payment 5/1/2017 3:43:24 PM - 1				\$335.67
	EFT Payment 5/31/2017 3:44:26				
	PM - 1		5/31/2017	2017 - May - May EFT Batch for 6/15 Council	
	053117 USPS BD				
	May Utility Billing Postage Charges				
	401-000-000-534-80-42-01			Postage	\$157.54
	407-000-000-535-80-42-01			Postage	\$157.54
	410-000-000-531-10-42-01			Postage	\$27.39
	Total 053117 USPS BD				\$342.47
	Total EFT Payment 5/31/2017 3:44:26 PM - 1				\$342.47
	Total U.S. Postal Service (Black Diamond)				\$678.14

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
U.S. Postal Service (CMRS-FP)	EFT Payment 5/8/2017 3:45:31 PM - 1		5/8/2017	2017 - May - May EFT Batch for 6/15 Council		
	050817 USPS CRMS-FP			Postage		\$200.00
	Total 050817 USPS CRMS-FP					\$200.00
	Total EFT Payment 5/8/2017 3:45:31 PM - 1					\$200.00
	EFT Payment 5/22/2017 3:46:11 PM - 1		5/22/2017	2017 - May - May EFT Batch for 6/15 Council		
	052217 USPS CMRS-FP			Postage		\$200.00
	Total 052217 USPS CMRS-FP					\$200.00
	Total EFT Payment 5/22/2017 3:46:11 PM - 1					\$200.00
	Total U.S. Postal Service (CMRS-FP)					\$400.00
	US Bank Equipment Finance					
US Bank Equipment Finance	EFT Payment 5/22/2017 3:52:23 PM - 1		5/22/2017	2017 - May - May EFT Batch for 6/15 Council		
	327935888			Miscellaneous		\$460.77
	4/20-5/20 Copier Rental			Lease Payments - US Bank/Copier		\$193.03
	001-000-180-518-50-49-00			MDRT-Copier Costs		\$193.03
	001-000-210-521-10-45-00			Facilities Copier Maint Lease		\$1,085.31
	001-000-248-518-20-45-03					\$1,932.14
	001-000-254-518-20-45-04					\$1,932.14
	Total 327935888					\$1,932.14
	Total EFT Payment 5/22/2017 3:52:23 PM - 1					
	Total US Bank Equipment Finance					
Washington State Department of Revenue	EFT Payment 5/22/2017 3:58:42 PM - 1		5/22/2017	2017 - May - May EFT Batch for 6/15 Council		
	052217 DOR			Office Supplies		\$1.38
	May Return			Office Supplies		\$1.56
	001-000-246-558-70-31-00			State of WA Utility Excise Tax		\$39.40
	001-000-246-558-70-31-00			State of WA Utility Excise Tax		\$2,874.02
	401-000-000-534-80-44-01			State of WA Excise Tax		\$2.25
	401-000-000-534-80-44-01			State of WA Excise Tax		\$661.43
	407-000-000-535-80-44-01					
	407-000-000-535-80-44-01					
	Total 052217 DOR					

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
	Account Number	Title			Amount
	410-000-000-531-10-44-01	State of Wa Excise Tax			\$1,298.45
	Total 052217 DOR				\$4,878.49
	Total EFT Payment 5/22/2017 3:58:42 PM - 1				\$4,878.49
	Total Washington State Department of Revenue				\$4,878.49
	Vendor Count	8		Grand Total	\$11,932.67

Payroll Register May 2017

City of Black Diamond, WA

Checks 19337-19355, VOID 19331, replaced by 19340, Void 19351

Check Number	Description	Period	Amount
19331	VOID	2017 - April Month End	\$ (115.40)
<u>19337</u>	Humphreys, Deanna L.M.	2017 - May - Month End	\$692.00
<u>19338</u>	Lynch, Brian W	2017 - May - Month End	\$1,500.00
<u>19339</u>	Williamson, Andrew T	2017 - May - Month End	\$3,640.00
19340	Joseph Kaufman Leoff 1	2017 - April Month End	\$115.40
<u>19341</u>	Dal Santo, Daniel	2017 - May - Month End	\$5,417.74
<u>19342</u>	Humphreys, Deanna L.M.	2017 - May - Month End	\$1,108.52
<u>19343</u>	Lynch, Brian W	2017 - May - Month End	\$9,534.54
<u>19344</u>	Pittam, Jason	2017 - May - Month End	\$3,813.37
<u>19345</u>	Wagner, Fae	2017 - May - Month End	\$154.30
<u>19346</u>	Williamson, Andrew T	2017 - May - Month End	\$7,462.29
<u>19347</u>	AWC Sup Life	2017 - May - Month End	\$21.40
<u>19348</u>	BD Police Officers Association	2017 - May - Month End	\$600.00
<u>19349</u>	City of Black Diamond Flex	2017 - May - Month End	\$117.00
<u>19350</u>	Dept of Labor and Industries	2017 - May - Month End	\$2,922.30
19351	VOID	2017 - May - Month End	\$0.00
<u>19352</u>	Employment Security Dept	2017 - May - Month End	\$440.24
<u>19353</u>	Joseph Kaufman	2017 - May - Month End	\$115.40
<u>19354</u>	Teamsters Local 117	2017 - May - Month End	\$1,101.70
<u>19355</u>	Trusted Plans Service CP LTD	2017 - May - Month End	\$761.60
<u>ACH Aflac May 2017</u>	Aflac	2017 - May - Month End	\$128.44
<u>ACH AWC May 2017</u>	AWC Employee Benefit Trust	2017 - May - Month End	\$42,980.99
<u>ACH Def Comp May</u>	Washington State Treasurer	2017 - May - Month End	\$3,400.00
<u>ACH Retire May 2017</u>	Dept of Retirement Systems	2017 - May - Month End	\$32,171.93
<u>ACH Taxes May 2017</u>	City of Black Diamond Taxes	2017 - May - Month End	\$58,583.61
<u>May 2017 Draw</u>	Payroll Vendor	2017 - May - Month End	\$28,655.00
<u>May 2017 Payroll</u>	Payroll Vendor	2017 - May - Month End	\$92,130.73
			\$297,453.10

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

Finance Director May Miller

Date 6-1-2017

**BLACK DIAMOND CITY COUNCIL SPECIAL
MEETING MINUTES**

May 4, 2017

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

PRESENT: Councilmembers Edelman, Deady, Morgan, Pepper and Weber.

ABSENT: None

Staff present: Andy Williamson, MDRT/Ec Dev/Interim Community Development Director; David Linehan, City Attorney and Katherine Allen, Deputy City Clerk

WORK SESSION:

Mayor Benson announced the purpose of the meeting is to discuss the meeting with Puget Sound Keepers

Andy Williamson, MDRT/Ec Dev/Interim Community Development Director reported on Puget Sound Keepers letter, and discussed that it was a beneficial meeting. He discussed that in section 17.04.020 they asked him to add the following verbiage: *minimize native vegetation loss, minimize impervious surfaces and minimize stormwater flows*. He also shared there has been some additional numbering changes in the manual.

Points of Discussion

- Mr. Williamson-Incorporate LID Impact-This is where our whole goal is.
- Councilmember Morgan-Best Management Practices- noted concern that we keep ourselves at the forefront of best management practices.
- Mr. Williamson-BMP's are spelled out by Ecology in the manual.
- Mr. Williamson went over some section changes of numbering.
- Mr. Williamson stated that conversations went very well with the Consultants-they sent their letter of support.

- Councilmember Deady referred to an email from AHBL regarding LID and compliance.
- Mayor Benson shared that Wayne was one of the principals from AHBL and he is very experienced in writing these stormwater manuals changing LID.
- Councilmember Morgan made comments on the last column in the matrix.

PUBLIC COMMENTS: None

ADJOURNMENT:

A **motion** was made by Councilmember Deady and **seconded** by Councilmember Weber to adjourn the meeting. Motion **passed** with all voting in favor (5-0).

Meeting ended at 6:15 p.m.

ATTEST:

Carol Benson, Mayor

Katherine Allen, Deputy City Clerk

**BLACK DIAMOND CITY COUNCIL
WORK SESSION MINUTES**

May 11, 2017

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the regular work session meeting to order at 6:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Edelman, Weber and Pepper.

ABSENT: Councilmember Morgan (excused).

Staff present: Dan Dal Santo, Interim Public Works Director; Kevin Esping, Facilities Coordinator, and Brenda L. Martinez, City Clerk.

Mayor Benson welcomed everyone and announced the one item for discussion on the agenda is the proposed ordinance regarding traffic concurrency management. She then turned the meeting over to Interim Public Works Director Dal Santo.

WORK SESSION:

Proposed Ordinance Regarding Traffic Concurrency Management

Points of Discussion

Interim Public Works Director Dal Santo discussed with Council the problems with the current code as written and noted he is seeking Council approval to revise the ordinance amending section 11.11.040 Exempt development. He also discussed the special event permit chapter and the email received from Councilmember Morgan on this.

Councilmember Pepper commented on the additions of items *U. Temporary uses, structures, and activities permitted under BDMC 18.52.030 (A) or (B), and V. Temporary uses, structures, and activities described under BDMC 18.52.040*. She asked what was considered a temporary structure and noted she believes they are a transient structure or public events.

Interim Public Works Director Dal Santo stated that temporary uses can exist no longer than six months as described in Chapter 18.52.

Councilmember Edelman asked about adding language that could be broader. Interim Director Dal Santo stated he believes that is taken care of under the flexibility given to the director in this section of code.

Interim Public Works Director Dal Santo also discussed another issue that will come before Council at a later date, which is single family. He noted this ordinance is only in affect when there is a broken intersection and once the intersection is fixed it goes away. He also noted the money received can only be held for six years and if nothing is done with the funds then those dollars go back to the applicant.

Councilmember Edelman noted this revision fulfills a need now and down the road other amendments will come before Council.

Interim Director Dal Santo informed Council that a public hearing on this item is scheduled for the next Council meeting and he would like to see action taken at that meeting if possible as events are coming forward that will be affected by the ordinance as currently written. He also noted having a discussion with Councilmember Morgan on this issue and was hoping a Government Operations Committee meeting could be held before the next Council meeting. He reported on the affected events that are pending now.

Councilmember Pepper discussed the upcoming Council meetings and wondered what the timeline was for the pending events. She also wondered if there was some way each year a calendar could be prepared that schedules events so staff can get them before Council in a reasonable time frame.

Councilmember Deady discussed what has been done in the past and Interim Public Works Director Dal Santo reported on the schedule and the ordinance being adopted in December of 2015 and staff addressing this once the problem was discovered.

Councilmember Deady commented on this not being rushed as the Council has option and discussed those options.

Councilmember Edelman discussed who is on the Government Operations Committee and noted there is a week before the next Council meeting and it being enough time for those committee members to hold a meeting to discuss. She also mentioned it would behoove them that if the Committee cannot get together that the rules be suspended at the next meeting to act on this ordinance.

Councilmember Pepper commented that she is not sure that anyone is against this, but would have liked to of had this for first reading at the last meeting. She also discussed the schedule she would like to see on this item and noted liking the changes she sees.

There was discussion on suspending the rules in the past with Councilmember Pepper discussing her position on this item.

Councilmember Weber asked if the revisions will be included in the packet material for the Council meeting along with BDMC 2.59. He noted being a big preacher on the process and would be in favor of suspending the rules next week to vote on this item.

Interim Public Works Director Dal Santo explained that sometimes the schedule just doesn't work and staff got this to Council as fast as possible.

ADJOURNMENT:

A **motion** was made by Councilmember Deady and **seconded** by Councilmember Edelman to adjourn the meeting. Motion **passed** with all voting in favor (4-0).

Meeting ended at 6:32 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES

May 18, 2017

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, Morgan, Edelman, Weber, and Pepper.

ABSENT: None

Staff present: David Linehan, City Attorney; Jamey Kiblinger, Police Chief; Sergeant Girias, Andy Williamson, MDRT/Ec Dev/Interim Community Development Director; Dan Dal Santo, Interim Public Works Director; Kevin Esping, Facilities Coordinator; May Miller, Finance Director; and Katherine Allen, Deputy City Clerk.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan that we update the agenda to place the consent agenda at the end of the meeting to include items 1-6 and that we add item number 9 (Resolution to hire Legal Services-AB17-037) under Unfinished Business. The Council had this resolution for first reading on May 4, 2017.

Councilmember Pepper spoke to her motion.

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Morgan to recess for ten minutes. Motion **passed** with all voting in favor (5-0).

At 7:02 p.m. Mayor Benson recessed the meeting for ten minutes due to technical difficulties.

Mayor Benson called the meeting back to order at 7:12 p.m.

VOTE: Motion **passed** 3-2 (Edelman, Deady) to accept the updated agenda.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS: None

PUBLIC COMMENTS:

Pat Nelson, Black Diamond spoke to Council.
Leslie Coolie, Black Diamond spoke to Council.
Robbin Taylor, Black Diamond spoke to Council.
Johna Thomson, Black Diamond spoke to Council.
Kristen Bryant, Bellevue, spoke to Council.

PUBLIC HEARINGS:

7) AB17-038- Ordinance Regarding Traffic Concurrency Management

Mayor Benson opened public hearing at 7:36 p.m.

Interim Public Works Director Dal Santo spoke about the work study and that the only change would be that we should not strike the previous exemptions per the City Attorney as they were adopted the last time. His recommendation would be that we not adopt this tonight and let this go first to Department of Commerce.

Attorney Linehan spoke for point of clarification in section 11.11.040, the copy that was submitted with the packet, struck out subsections B-T, and the intention was to leave those in. By taking them out, you are opening the argument that those things now require a traffic study. If you want those items to remain exempt, they probably need to stay in the code, in addition to adding the other items that were intended to be added.

There was Council discussion around this.

Tanya Nielson, from the greater Maple Valley Chamber of Commerce spoke about their concern of the Concurrency Ordinance and the impact on small businesses. She stated the exemptions 11.11.040 are too narrow and vague. 11.11.060 will be a barrier for non-profit businesses.

Scott Shear, Black Diamond spoke about the event permits and the impact on events such as the Lake Sawyer fire -works demonstration. These permits/events are short term permits, what do they have to do with development? He stated it would serve the City better to define long term so then it would have more clarity.

Attorney Linehan stated the reason they need to incorporate event permits is because the definition of development activity is so broad and the Concurrence Ordinance covers things like parades, fruit stands, Christmas tree stands and would require a traffic study.

Interim Public Works Director Dal Santo, Black Diamond shared the history of how we got here. He stated we started issuing permits and we had a short plat and as we started looking at the code, temporary uses were not exempt. We received a few studies/opinions and things got more complicated. Mr. Dal Santo read a letter from Parametrix study addressing the concurrency ordinance for temporary events. He further stated Council can adopt and table or accept it and move on.

Kevin Currier, Maple Valley, President of Kiwanis Club stated the Club relies heavily on these fundraising dollars generated from Tough- Mudder involvement and fireworks stands. The proceeds fund Black Diamond Backpack program, Thanksgiving Dinner at Community Center, Community Garden Project and student scholarships. The Traffic Concurrency Ordinance would prevent us from generating revenue. If this amendment is not passed, we cannot operate the fireworks stand in July. He urged the Council to approve the amendment to exempt temporary projects, such as ours, so we can continue our Community Giving Programs.

Andy Williamson, MDRT/Ec Dev/Interim Community Development Director stated that Concurrency Ordinance would generally follow the traffic element. We are not going to have a Farmers Market this year. He urged that we pass this or suspend the Concurrency Ordinance until it gets redrafted and redone. He urged that you ask the City Attorney if you cannot suspend this Ordinance for 90 days to rewrite it to have the time to do it properly.

Attorney Linehan stated it would require a Commerce review to do what Mr. Williamson recommended. This is all part of a Growth Management regulation.

Steve Paige, Black Diamond spoke about vague concerns in favor of moving forth through this. He shared right now we are in paralysis by analysis, the negative impact is right here in front of you if you don't pass this. He asked that you please move forward and use common sense and do the right thing.

Pat Nelson, Black Diamond spoke about the Parade that is held every year. He stated the Council has done everything to devalue the City, if you stop the parade, Tough Mudder, fireworks, stuff the city is built on, you prove you don't care about the City. Fight for what's right for the City.

Erin, Black Diamond stated make a change so that we can get those permits out there. Set it up for 90 days temporarily to see if it works. This would get the celebration season through August and gives the Lawyers a chance to see what's legal or not and then revisit it in 3-6 months.

Attorney Linehan reiterated this should not be adopted tonight as the statute reads you cannot adopt new development regulations prior to getting Department of Commerce to sign off. We need to wait until the Department of Commerce gives its approval. If we get the approval, this could be passed now in its current form. If you want to revisit it, you are the Council, you can repeal and replace anytime you want. You can always fix the Concurrency Ordinance in a more holistic way in a few months. If you decide you want a more thorough overhaul, or leave these few minor changes in place; if you think they are working appropriately.

Leslie Cooley, Black Diamond wanted to express her agreement with what Attorney Linehan said, and asked to expedite what was amended to the Ordinance through Department of Commerce. When it comes back, don't send it to Committee for review.

Don't send it to a first reading. Pass it as soon as you possibly can as these are time sensitive.

Kristen Bryant, Issaquah stated she thought this ordinance passed in December 2015 and has been in place for 1 ½ years, and the issues that are being brought forward, I don't have a strong opinion. I don't like Tough Mudder traffic, on the other hand I don't like any unnecessary red tape. She wondered if something else could be found with the very short term need because it didn't cause problems for events for last year.

There was Council discussion around this.

Mayor Benson closed the public hearing at 8:08 P.M.

Councilmember Pepper asked for clarification of what are we going to do with this ordinance.

Mayor Benson stated it will be sent to Department of Commerce and brought back as soon as we can by June 1 or sooner.

UNFINISHED BUSINESS:

9) AB17-037- Resolution Regarding Legal Services for the City

A **motion** was made by Councilmember Morgan and **seconded** by Councilmember Pepper that we remove from Committee and approve Resolution request for Legal Service providers to submit proposals to the City and approving Interim Legal Service for the City with Land Use and Property Law and with Glen and Associates.

Councilmember Morgan read the resolution.

There was Council discussion around binding arbitration and Ms. Koler.

Councilmember Edelman shared information regarding job history of Ms. Koler.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan that Attorney Koler be allowed to speak. Motion **passed** with all voting in favor (5-0).

Ms. Koler spoke to Council and wanted to clarify that she was not applying to be the City Attorney.

There was Council discussion around legal services.

Again, a **motion** was made by Councilmember Morgan and **seconded** by Councilmember Pepper to remove from Committee and approve Resolution renewing request to accept Legal Service providers to submit proposals to the City and approving Legal Interim service for the City with Land Use and Property law and Glenn & Associates.

Clerk asked for clarification of motion

Councilmember Morgan reread her motion.

VOTE: Motion **passed** 3-2 (Edelman, Deady)

NEW BUSINESS:

8) AB17-039-Resolution Authorizing Agreement with BHC for Comprehensive Plan Update

MDRT/Ec Dev/Interim Community Development Director Williamson reported on this item.

There was Council discussion around this.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan that this agreement with BHC be postponed and assigned to the Growth Management Committee. Motion **passed** 3-2 (Edelman, Deady)

CONSENT AGENDA:

- 1) **Claim Checks** – May 18, 2017 - No. 44841 through No. 44893 and EFTs in the amount of \$706,768.75

Councilmember Morgan stated that the Consent Agenda is delivered in our agenda as separated out to its many parts and she has something to say about each of the parts and wants it to stay that way.

Councilmember Morgan addressed Council on the vouchers and noted she wants one voucher, No. 44865 in the amount of \$750 held from the Consent Agenda.

There was Council discussion.

A **motion** was made by Councilmember Morgan and **seconded** by Councilmember Weber that we accept the claim checks less the voucher No. 44865. Motion **passed** with all voting in favor (5-0).

- 2) **Payroll** – April 28, 2017– No. 19315 through No. 19333 (Voids 19324, 19334, 19335, 19336) and ACHs in the amount of \$291,885.71

A **motion** was made by Councilmember Morgan and **seconded** by Councilmember Weber that we accept the payroll. Motion **passed** with all voting in favor (5-0).

- 3) **Minutes** –Special Joint Meeting of Council and Planning Commission of September 6, 2016

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Edelman to accept the minutes from September 6, 2016. Motion **passed** with all voting in favor (5-0).

4) Minutes – Special Meeting of April 13, 2017

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to accept Special Meeting Minutes of April 13, 2017 these are the Auditor Exit Conference. Motion **passed** with all voting in favor (5-0).

5) Minutes – Work Session of April 13, 2017

A **motion** was made by Councilmember Deady and **seconded** by Councilmember Edelman to accept work session of April 13, 2017 minutes. No vote was taken.

There was Council discussion.

Councilmember Pepper called Point of Order to audience outburst.

A **motion** was made by Councilmember Morgan and **seconded** by Councilmember Weber to amend the motion and we hold these minutes from the April 13 work study meeting. Motion **passed** 3-2 (Edelman, Deady) to hold the minutes from April 13 meeting.

6) Minutes – Council Meeting of April 20, 2017

A **motion** was made by Councilmember Morgan and **seconded** by Councilmember Weber to hold back minutes of April 20, 2017. Motion **passed** 3-2 (Edelman, Deady)

DEPARTMENT REPORTS:

MDRT/Ec Dev/Interim Community Development Director Williamson reported on the work and paving.

Finance Director Miller gave a financial update report.

Interim Public Works Director Dal Santo gave an update on Roberts Drive.

MAYOR'S REPORT:

Mayor Benson reported that she will be working with the Transportation Board to get our projects on the list. She reported that the major highways are our major concern.

COUNCIL REPORTS:

Councilmember Deady reported that she had met with Officer Hendrich. She went over finances with Ms. Miller.

Councilmember Morgan-No report

Councilmember Edelman spoke about attending the hearing on the recall, went over vouchers with Ms. Miller and attended the Police Interview. She served lunch at the Community Center.

Councilmember Weber spoke about the upcoming Tri-City meeting next week that Black Diamond will be hosting.

Councilmember Pepper shared that this month is Arts Month. Governor Inslee signed a law to help Local Community Support Arts.

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Jennifer Latham, Black Diamond spoke to Council.

Councilmember Edelman called point of order to public outbursts.

Johna Thomson, Black Diamond spoke to Council.

Judy Goodwin, Black Diamond spoke to Council.

Mark Hill, Black Diamond spoke to Council.

Leslie Cooley, Black Diamond spoke to Council.

Dennis Boxx, Black Diamond spoke to Council.

Bob Edelman, Black Diamond spoke to Council.

Robbin Taylor, Black Diamond spoke to Council.

EXECUTIVE SESSION: None

ADJOURNMENT:

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to adjourn the meeting. Motion **passed** with all voting in favor (5-0).

Meeting adjourned at 10:25 p.m.

ATTEST:

Carol Benson, Mayor

Katherine Allen, Deputy City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES

June 1, 2017

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, Morgan, Edelman, Weber, and Pepper.

ABSENT: None

Staff present were: Seth Boettcher, Public Works Director; Mike Henrich, Police Officer; David Linehan, City Attorney, and Brenda L. Martinez, City Clerk.

Councilmember Pepper welcomed attorney Dan Glenn to the meeting and stated his contract was approved by the Council at the last meeting.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to adopt the Council approved agenda per Council Rules of Procedure.

Councilmember Pepper spoke to her motion and discussed the changes to the agenda.

Roll call vote: Councilmember Deady, no; Councilmember Morgan, yes; Councilmember Edelman, no; Councilmember Weber, yes; Councilmember Pepper, yes. Motion **passed** 3-2 (Edelman, Deady).

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS: None

PUBLIC COMMENTS:

Erin Stout, Black Diamond spoke to Council.

Leslie Cooley, Black Diamond spoke to Council.

Johna Thomson, Black Diamond spoke to Council.

Robbin Taylor, Black Diamond spoke to Council.

Judy Carrier, Auburn spoke to Council.

Bob Edelman, Black Diamond spoke to Council.

PUBLIC HEARINGS:

3) AB17-040 – Resolution Regarding 2018-2023 Six Year Transportation Improvement Plan

Public Works Director Boettcher gave an overview of the proposed 2018-2023 Six Year Transportation Improvement Plan.

At 7:14 p.m. Mayor Benson opened the public hearing.

Johna Thomson, Black Diamond discussed attending Council meetings regularly since August and noted not hearing any updates from Oakpointe on what they are working on for the MPDs. She noted Oakpointe's goals overlap with the transportation plan and updates would give the public an understanding of how they overlap and would like to see updates done.

Leslie Cooley, Black Diamond discussed reviewing the transportation plan and thanked staff for their work and noted there being a good mix of projects. She had questions on what the timeline is for applying for grants and what staff needs from Council. She recommended adoption by Council.

Bob Edelman, Black Diamond discussed two things. First he would like to know since the pedestrian overpass has been removed which is a safety issue for pedestrians, he would like to hear from Council how they will address this. Second, he asked for an update regarding the meeting with TIB.

Kristen Bryant, Bellevue commented on growing up in Black Diamond on Roberts Drive and closely watching the Roberts Drive project as well as being generally interested in the Transportation Improvement Program. She noted one of the comments made earlier in regards to the Rock Creek bridge that in her look at the proposed TIP she believes the bridge on the TIP does not exclude a pedestrian access and the replacement and her comment is that in this day and age a pedestrian access on a replacement bridge would be necessary and this may not be in the plan, but in the detail. Her second comment was regarding the current Roberts Drive Rehabilitation project and there being more work to come on other segments that are in the TIP as proposed. She further commented on the current Roberts Drive project and discussed the SEPA Determination of Non Significance issued in September of 2015 and it being withdrawn by staff as there were issues brought up by state agencies and others. She also noted there was additional work and planning being done on this rehab in 2016. She discussed the MDNS issued by staff in September of 2016 and then being withdrawn by staff in November of 2016 and noted none of this information being brought to Council. She discussed the grant being available from 2015 to 2016 and the problem was with SEPA. She added that by all the information provided to the public this project could have been completed in 2016 without Council involvement or action and was not by the drawing out of the administration. She also added with more projects coming forward that will need SEPA review, there were lessons learned on the SEPA components and what can be done to improve so there are not delays because of corrections that need to be made in the SEPA process.

Aaron, Black Diamond commented on being confused on the Rock Creek bridge. He noted the bridge was built in 1914 and in order to run the water over it they would need to replace the bridge and they ran water over it and buried it in the bridge recently, which means when they do replace it they will have to shut off the people on the other side and doesn't understand why it was handled this way.

Mayor Benson and Councilmember Deady commented on the waterline running over the bridge.

Councilmember Pepper stated she would like to keep the public hearing open until the next meeting.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to keep the public hearing open until the next meeting as this is for first reading and assigned to the Growth Management Committee.

Public hearing comments continued.

Robbin Taylor, Black Diamond commented on her confusion on the waterline and it's replacement on the bridge and wondered how it gets from the east side of the creek to the west side of the creek.

Public Works Director Boettcher addressed the confusion and discussed the waterline replacement being below the pavement and above the bridge deck.

There was Council and staff discussion regarding the time frame and scheduling of the Growth Management meeting, bike lanes, Cedar to Green bike trail and adding the TIP to next week's work session.

Roll call vote: Councilmember Deady, no; Councilmember Morgan, yes; Councilmember Edelman, no; Councilmember Weber, yes; Councilmember Pepper, yes. Motion **passed** 3-2 (Edelman, Deady).

UNFINISHED BUSINESS:

4) AB17-038A – Ordinance Regarding Traffic Concurrency Management

Public Works Director Boettcher updated Council on this item and noted it being on hold as staff has not heard back from the Department of Commerce. He also noted that once we hear back from the Department of Commerce staff is planning on bringing this forward either next Thursday or sooner.

5) AB17-039A – Resolution Authorizing Agreement with BHC for Comprehensive Plan Update

Councilmember Pepper discussed this item is still under committee review.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Weber to postpone this item until it has a committee recommendation.

Councilmember Pepper spoke to her motion.

There was Council discussion regarding this item.

Roll call vote: Councilmember Deady, no; Councilmember Morgan, yes; Councilmember Edelman, no; Councilmember Weber, yes; Councilmember Pepper, yes. Motion **passed** 3-2 (Edelman, Deady).

6) AB17-041 – Resolution Authorizing Fuel Tax Agreement with TIB for Emergency Pot Hole Repair (This item on the agenda was under new business, however it was addressed under unfinished business)

Public Works Director Boettcher reported on this item and noted it being for first reading and will be coming back to Council at a later meeting.
There was Council discussion regarding this item.

7) Minutes – Council meeting of April 21, 2016

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan that the amended minutes for April 21, 2016 sent to Council yesterday be approved. (no vote taken as below motion to postpone supersedes)

There was Council discussion.

Mayor Benson called Councilmember Morgan out of order.

Council discussion continued.

Points of order were raised by Councilmembers Weber and Pepper.

Council discussion continued.

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Edelman to postpone the April 21, 2016 meeting minutes until the June 15th meeting. Motion **passed** 4-1 (Pepper).

NEW BUSINESS:

8) Resolution Discharging the Firm of Kenyon Disend from Providing Legal Services for the City

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to pass a resolution of the City of Black Diamond, Washington, discharging the firm of Kenyon Disend from providing legal services for the City.

Councilmember Pepper spoke to her motion by reading the resolution.

There was Council discussion.

A point of order was raised by Councilmember Pepper on Councilmember Dedy for attacking.

Council discussion continued.

Roll call vote: Councilmember Dedy, no; Councilmember Morgan, yes; Councilmember Edelman, no; Councilmember Weber, yes; Councilmember Pepper, yes. Motion **passed** 3-2 (Edelman, Dedy).

CONSENT AGENDA:

- 1) **Claim Checks** – June 1, 2017 No. 44894 through No. 44947 and EFTs in the amount of \$154,317.93
- 2) **Minutes** – Council Meeting of May 4, 2017

Councilmember Weber addressed the vouchers and noted the need to pull three of them (44896 Kenyon Disend; 44919, HWA; 44933, RH2).

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Morgan to adopt the Consent Agenda minus the three pulled vouchers.

Councilmember Weber spoke to his motion by reading an email he wrote to Councilmember Morgan.

Vote: Motion **passed** with all voting in favor (5-0). The Consent Agenda was approved as follows:

- 1) **Claim Checks** – June 1, 2017 No. 44894 through No. 44947 (minus 44896, 44919, 44933) and EFTs in the amount of \$69,422.40
- 2) **Minutes** – Council Meeting of May 4, 2017

DEPARTMENT REPORTS: None

MAYOR'S REPORT: None

COUNCIL REPORTS:

Councilmember Deady reported attending the Tri City meeting, Memorial Day ceremonies at the Black Diamond Cemetery and the Tahoma National Cemetery. She also reported meeting with Finance Director Miller to go over the vouchers.

Councilmember Morgan – no report.

Councilmember Edelman reported attending the Tri City meeting and meeting with Finance Director to review the vouchers.

Councilmember Weber reported not being able to attend the Tri City meeting and noted he wished he could have. He also discussed why he was not running again for his Council seat.

Councilmember Pepper reported attending the Tri City meeting and noted it being a good meeting and liked the trail presentation from King County.

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Melissa Oglabee, Black Diamond spoke to Council.

Johna Thomson, Black Diamond spoke to Council.

Gary Davis, Black Diamond spoke to Council.

Leslie Cooley, Black Diamond spoke to Council.

Robbin Taylor, Black Diamond spoke to Council.

Bob Edelman, Black Diamond spoke to Council.

EXECUTIVE SESSION: None

ADJOURNMENT:

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Edelman to adjourn the meeting. Motion **passed** with all voting in favor (5-0).

Meeting ended by 9:25 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

**BLACK DIAMOND CITY COUNCIL SPECIAL
MEETING MINUTES
June 8, 2017**

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the special meeting to order at 7:01 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Morgan, Edelman, Weber, and Pepper.

ABSENT: None

Staff present were: Seth Boettcher, Public Works Director, Kevin Esping, Facilities Coordinator, and Brenda L. Martinez, City Clerk.

UNFINISHED BUSINESS:

1) AB17-038B – Ordinance Regarding Traffic Concurrency Management

Public Works Director Boettcher reported to Council on this item.

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Weber to adopt an ordinance amending Chapter 11.11.040 of the Black Diamond Municipal Code to include additional exemptions to the concurrency ordinance. Motion **passed** with all voting in favor (5-0).

PUBLIC COMMENTS:

Robbin Taylor, Black Diamond spoke to Council.

Johna Thomson, Black Diamond spoke to Council.

ADJOURNMENT:

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Weber to adjourn the meeting. Motion **passed** with all voting in favor (5-0).

Meeting ended by 7:07 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: June 15, 2017	AB17-040A
Resolution adopting the 2018-2023 Six Year Transportation Improvement Program	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): Planning for various budgets	Public Works – Seth Boettcher	X
Fund Source: Various	Court – Stephanie Metcalf	
Timeline: As per individual project schedules;		
Due July 1, 2017		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution; Draft Six-Year Transportation Improvement Program; Councilmember Pepper Submitted Material		
SUMMARY STATEMENT: <p>Councilmembers Deady and Edelman have placed this item on the agenda.</p> <p>The City is required to update its Six Year Transportation Improvement Program (TIP) per Revised Code of Washington (RCW) 35.77.010 and file the TIP with the Washington State Department of Transportation (WSDOT).</p> <p>Most grant programs require projects to be on the City's Six Year TIP. The City is required by State law to update the TIP prior to July 1st of each year.</p> <p>FISCAL NOTE (Finance Department): This pending action does not bring in revenue nor does it cause expense other than costs for TIP notices for advertising, printing, mailing, and staff labor costs already included in the 2017 budget.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt a Resolution approving the 2018-2023 Six Year Transportation Improvement Program.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
June 1, 2017	Public Hearing continued	
June 15, 2017		

RESOLUTION NO. 17-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
APPROVING THE 2018-2023 SIX YEAR
TRANSPORTATION IMPROVEMENT PROGRAM**

WHEREAS, per RCW 35.77.010, the City is required to annually update its Six Year Transportation Improvement Program (TIP) before July 1st of each year and file the updated Transportation Improvement Program with the Washington State Department of Transportation within thirty days of adoption; and

WHEREAS, per RCW 35.77.010, the purpose of the requirement for annual updates is to assure that each city and town shall perpetually have available advanced plans looking to the future for not less than six years as a guide in carrying out a coordinated transportation program; and

WHEREAS, it is also an eligibility requirement of many grant programs that the City update its Transportation Improvement Program as required by RCW 35.77.010; and

WHEREAS, per RCW 35.77.010, a public hearing was held on the proposed updates to the Transportation Improvement Program;

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

Section 1. The City Council does hereby approve the 2018-2023 Six Year Transportation Improvement Program, a copy of which is attached as Exhibit "A" and incorporated herein by reference.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 15TH DAY OF JUNE, 2017.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

City of Black Diamond 6 Year Transportation Improvement Plan 2018 - 2023

2018-2023 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
EXHIBIT "A"

Rank	Year	Improvement	From	To	Type of Improvement	Length in Miles	Estimated Cost	Funding
1	2018	General Street Improvement	N/A	N/A	Use for opportunities to leverage private funds, short overlays, chip sealing, crack sealing, patch work, addressing minor safety problems	N/A	\$30,000/year; \$180,000 total	Local City Funds
2	2018	Roberts Drive Rehabilitation, phase 2	City Hall	King County Library	Grind, patch, replace panels, crack sealing, shoulder widening; street lighting improvements at Morgan/Roberts intersection	0.23	\$ 200,000	Pavement Preservation Grant, Local City Funds
3	2018	224th Ave. SE Overlay, Ph. I	SE 307th Pl.	SE 304th St.	Asphalt patching and overlay	0.29	\$ 150,000	Grant/ TIB, Local City Funds
4	2018	Park St. & SR 169 Intersection Safety Improvements	N/A	N/A	Site distance improvements and/or other safety improvements	N/A	\$ 30,000	Local City Funds, Developer Funds
5	2019	232nd Ave. SE Overlay, Ph. I	SE 288th St.	SE 293rd Pl.	Asphalt patching and overlay	0.30	\$ 160,000	Grant/ TIB, Local City Funds
6	2019	Morganville Ph. I - Morgan Drive	Dail Dr.	Buena Vista Dr.	Patching and overlay, including Alpine Dr.	0.40	\$ 175,000	Grant/ TIB, Local City Funds
7	2019	Covington Creek Bridge on 224th Ave. SE	N/A	N/A	Replace existing culverts discharging from Lake Sawyer to Covington Creek with a 44' x 60' bridge	N/A	\$ 1,500,000	Grant, Local City Funds
8	2019	Roberts Drive/SR 169 Intersection Improvements	N/A	N/A	Two lane roundabout or signalize intersection; Pedestrian facilities	N/A	\$ 7,777,000	Developer Mitigation and Grant
9	2019	Lawson Street Sidewalk, Ph. II	6th Ave.	Newcastle Dr.	5-foot sidewalk on the north side of Lawson Street	0.19	\$ 400,000	Grant/Safe Routes to School, Developer Mitigation

2018-2023 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
EXHIBIT "A"

Rank	Year	Improvement	From	To	Type of Improvement	Length in Miles	Estimated Cost	Funding
10	2019	Highway 169 Pedestrian and Bike Safety	BD-Ravensdale Rd.	James St.	Pedestrian and bike bypass, or sidewalk, including design and construction	0.25	\$ 530,000	Grant, Local City Funds
11	2020	Roberts Drive Rehabilitation, phase 3	King County Library	S.R. 169	Widening and overlay, sidewalk, street lighting, and stormwater improvements	0.56	\$ 1,750,000	TIB Grant, Local City Funds
12	2020	224th Ave. SE Overlay, Ph. II	SE 304th St.	SE 300th St.	Asphalt patching and overlay, widening for bike lane	0.28	\$ 200,000	Grant/ TIB, Local City Funds
13	2020	216th Ave. SE Overlay	SE 288th St.	SE 296th St.	Patch and overlay	0.41	\$ 180,000	Grant/ TIB, Local City Funds
14	2020	Ravensdale / 169 interim intersection improvements	N/A	N/A	Signalization and alignment improvements, pedestrian facilities	N/A	\$ 700,000	Developer funded and possible grant
15	2020	Rainier View Overlay	Baker St.	SR 169	Patch and overlay in the Rainier View Senior Housing Neighborhood	0.41	\$ 300,000	CDBG grant
16	2021	232nd Ave. SE Overlay, Ph. II	SE 293rd Pl.	SE 298th St.	Asphalt patching and overlay	0.32	\$ 175,000	Grant/ TIB, Local City Funds
17	2021	Morganville Ph. II - Union Drive	Roberts Dr.	South end of road	Patching and overlay, including Highland Dr.	0.34	\$ 100,000	Grant/ TIB, Local City Funds
18	2021	Hammond/Baker/ 5th/6th Overlay	N/A	N/A	Widening and overlay	0.39	\$ 145,000	Grant/ TIB, Local City Funds
19	2021	Ravensdale / 169 intersection	N/A	N/A	Intersection realignment & signal or roundabout	N/A	\$ 8,000,000	Developer Funded & grant
20	2022	224th Ave. SE Overlay, Ph. III	SE 300th St.	SE 296th St.	Asphalt patching and overlay with exception of Covington Creek Bridge	0.16	\$ 175,000	Grant/ TIB, Local City Funds
21	2022	James/Park/Baker/ 4th/2nd	N/A	N/A	Patching and overlay, including some widening	0.39	\$ 110,000	Grant/ TIB, Local City Funds
22	2022	Lawson Street Ph. I	S.R. 169	HL Botts Dr. SE	Surface grinding, select panel replacement, shoulder widening	0.37	\$ 175,000	Grant/ TIB, Local City Funds

2018-2023 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
EXHIBIT "A"

Rank	Year	Improvement	From	To	Type of Improvement	Length in Miles	Estimated Cost	Funding
23	2022	North Connector	169	South to new commercial and multi family housing	New minor arterial connection to SR 169 with signal	0.25	\$ 1,000,000	Developer Funded
24	2022	Morgan Creek Pedestrian Connection	Kanasket Dr.	SR 169	Pedestrian connection from the backside of the Morgan Creek Neighborhood to SR 169	0.14	\$ 200,000	Frontage improvements; Local City Funds; Grant Funds
25	2022	Rock Creek Bridge Replacement on Roberts Drive	N/A	N/A	Replace the existing 19' Rock Creek Bridge with a 30' span bridge	N/A	\$ 1,250,000	Grant, Local City Funds
26	2022	Railroad Avenue & Jones Lake Road Pedestrian Facilities	SR 169 & James St.	SR 169 & Jones Lake Road	Sidewalk extensions and roadway widening to add bike lanes	0.88	\$ 440,000	Grant Funds
27	2023	232nd Ave. SE Overlay, Ph. III	SE 298th St.	End of Road	Asphalt patching and overlay	0.32	\$ 175,000	Grant/ TIB, Local City Funds
28	2023	Morgan Creek Neighborhood Roads Preservation	N/A	N/A	Seal Coat	1.19	\$ 107,000	Local City Funds
29	2023	229th Ave. SE/ SE 292nd Pl.	228th Ave. SE	232nd Ave. SE	Chip sealing, crack sealing, including 236th Ave. SE between SE 291st & SE 293rd	0.50	\$ 60,000	Grant/ TIB, Local City Funds
30	2023	Diamond Glen Neighborhood Improvements	N/A	N/A	Patching, crack sealing, and overlay	0.26	\$ 135,000	Grant/ TIB, Local City Funds
31	2023	Lawson Street Ph. II	HL Botts Dr. SE	City Limits	Chip sealing, crack sealing	0.41	\$ 60,000	Grant/ TIB, Local City Funds
TOTAL ALL PROJECTS							\$ 26,539,000	

**NOTE: The City has identified the need for maintenance on these streets. There are more projects in these categories than can be funded or completed in six years. Projects in the earlier years have a higher probability of getting funded and completed. Projects in the later years have a lower probability of being funded and completed. If funding does become available and is secured for any project on the list, it will be moved to the top of the list.*

RESOLUTION NO. 17-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF BLACK DIAMOND, KING COUNTY, WASHINGTON
APPROVING THE 2018-2023 SIX YEAR
TRANSPORTATION IMPROVEMENT PROGRAM

WHEREAS, per RCW 35.77.010, the City is required to annually update its Six Year Transportation Improvement Program (TIP) before July 1st of each year and file the updated Transportation Improvement Program with the Washington State Department of Transportation within thirty days of adoption; and

WHEREAS, per RCW 35.77.010, the purpose of the requirement for annual updates is to assure that each city and town shall perpetually have available advanced plans looking to the future for not less than six years as a guide in carrying out a coordinated transportation program; and

WHEREAS, it is also an eligibility requirement of many grant programs that the City update its Transportation Improvement Program as required by RCW 35.77.010; and

WHEREAS, per RCW 35.77.010 , a public hearing was held on the proposed updates to the Transportation Improvement Program; and

WHEREAS, City Of Black Diamond Storm And Surface Water Plan, the Black Diamond Best Available Science Review, Summary, and Recommendations, and the Black Diamond Comprehensive Plan document the need for certain improvements when road projects are made; and

WHEREAS, the Council deems it necessary to incorporate prioritization of certain safety and traffic priorities and restoration of stream health where appropriate;

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

Section 1. The City Council does hereby approve the 2018-2023 Six Year Transportation Improvement Program as amended on June 8, 2017, a copy of which is attached as Exhibit "A" and incorporated herein by reference.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS ____ DAY OF
_____, 2017.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

2018-2023 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM

EXHIBIT "A"

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9	2019	Highway 169 Pedestrian & bike design	Ravensdale Rd	James St	Pedestrian & bike bypass or sidewalk preliminary design	.3	\$ 30,000	Grant, Local City Funds

PUBLIC HEARING: scheduled Thursday, June 1, and extended to June 15, 2017

7:00p.m., Black Diamond City Council Chambers

Document Amended June 8, 2017.

2018-2023 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
EXHIBIT "A"

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2018-2023 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
EXHIBIT "A"

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29	2023			City Limits	Chip sealing, crack sealing	0.41	\$ 60,000	Grant/ TIB, Local City Funds

TOTAL ALL PROJECTS: \$25,959,000- \$26,489,000

*NOTE: The City has identified the need for maintenance on these streets. There are more projects in these categories than can be funded or completed in six years. Projects in the earlier years have a higher probability of getting funded and completed. Projects in the later years have a lower probability of being funded and completed. If funding does become available and is secured for any project on the list, it will be moved to the top of the list for construction.

City of Black Diamond 2017-2022 Transportation Improvement Plan

TIP Change Proposal Priorities

1. Where a road project is near an existing culvert, include Culvert replacement to improve stream habitat and fish passage.
2. On projects that have been anticipated for years but not implemented, give additional scrutiny.
3. For projects with the busiest and poor pavement rating roads, are we doing enough?
4. Are we "kicking the can?" or fixing things correctly the first time?
5. Pedestrian Passage on busy roads, are we doing enough?

Contents

TIP Change Proposal Priorities	1
General Information.....	2
City of Black Diamond Comprehensive Plan, 2009.	2
2008 City of Black Diamond Best Available Science Review, Summary, and Recommendations for Code Update - Parametrix.....	<u>33</u>
City Of Black Diamond Storm And Surface Water Plan (Resolution 2010-704).....	<u>44</u>
(GM1) Roberts Drive Rehabilitation, Ph. 1.....	<u>55</u>
(GM2) Roberts Drive Rehabilitation, phase 2 City Hall to Library	<u>88</u>
(GM3) Hwy 169 Pedestrian Safety	<u>88</u>
(GM4) Roberts Drive/SR 169 Intersection Improvements.....	<u>99</u>
(GM5) Ravensdale / 169 interim intersection improvements.....	<u>1010</u>
(GM6) Roberts Drive Rehabilitation, phase 3 Library to Hwy169	<u>1212</u>
(GM7) BD-Ravensdale Rd Pedestrian Safety.....	<u>1313</u>
(GM8) Railroad Avenue & Jones Lake Road Pedestrian Facilities	<u>1313</u>
(GM9) Ravensdale / 169 intersection	<u>1313</u>

General Information

The following information that applies across several proposed TIP changes.

City of Black Diamond Comprehensive Plan, 2009.

The Comp Plan addresses Culvert Replacement and other environmental priorities that are enhanced by improving stream health.

Comp Plan Page 2-14 (emphasis added):

"UGA Natural Environment Objectives and Policies

UGA Objective NE 1: Preserve the diversity and distribution of habitat types in sufficient quantities to sustain species populations, especially rare or unusual habitats.

UGA Objective NE 2: Incorporate the mitigation measures identified in the Final Environmental Impact Statement (EIS) for the PAA to protect environmentally sensitive areas.

Water Quality

UGA Policy NE 3: Protect, and where appropriate, enhance ground and surface water quality to meet or exceed state water quality standards within the drainage basins that may be affected by development in the UGA.

UGA Policy NE 4: Prior to annexation of the Lake 12 Annexation area, Lake 12 water quality must meet or exceed state water quality standards pursuant to WAC 173-201A-030 (5)(c).

Critical Areas

UGA Policy NE 5: Naturally occurring processes such as runoff, stream channel migration, etc., should be maintained by designing stream crossings to pass floods and debris, as well as fish.

UGA Policy NE 6: Development of headwater catchments should be limited to protect streams from temperature increases, sediment, and fish habitat degradation.

UGA Policy NE 7: **Where linkages between habitats have been severed or interrupted, connections should be restored by replacing culverts with bridges**, revegetating riparian areas, and improving in-stream habitat."

Comp Plan Page 4-1:

"4.1.1. Preserving the Natural Beauty

The first 100 years of the City of Black Diamond's (City's) history were based on extraction of the natural resources. The next 100 years of the City's future will be characterized by the preservation of the quality of its natural setting, its scenery and views, and the preservation of its historic treasures.

From the local fishing hole, to the field where deer graze, to the beaver dams, to the

eagle flight overhead; these resources are a tangible part of living in the City. The extensive natural beauty and intricate ecosystem of the City form the basis for a natural resource and open space network. The network serves to define the edges for the existing and future development areas.

This Natural Environment chapter provides the framework for protection of natural resources. The City's forests and fields—along with the natural drainage system and its connections with lakes, streams and forests—form a rich habitat for fish and wildlife that is unlike any other city in King County.:

Comp Plan Pdf Page 68:

Rock Creek. A small portion of the planning area drains to Black Diamond Lake and the wetlands surrounding it. The Black Diamond Lake wetlands serve as partial headwaters of Rock Creek. Rock Creek is listed as supporting coho salmon, cutthroat trout, and steelhead in the WRIA 9 Fish Distribution Map.

Ginder Creek. The northeast portion of the planning area drains to Ginder Creek, which drains into Rock Creek. Ginder Creek historically provided good habitat for salmonid spawning and rearing. The WRIA 9 Fish Distribution Map (2000) shows Cutthroat trout presence in Ginder Creek. Based on a 1982 sampling, Ginder Lake supports warm water fish including black crappie, largemouth bass, and pumpkinseed. An obstruction limits the passage of adult salmonids upstream as far as Ginder Lake. Electroshocking done during the 1982 survey **indicated that Ginder Creek, above State Route (SR) 169 may be able to support other species of fish if passage barriers were removed. The survey generally indicated that Ginder Creek is a relatively productive tributary** (John Henry Mine, SEIS)."

2008 City of Black Diamond Best Available Science Review, Summary, and Recommendations for Code Update - Parametrix

Summary of Findings, page 1:

"The recommendations for management of Sensitive Areas in City of Black Diamond and its Urban Growth Area are:

The City should focus protection on the areas with the most important ecological functions - the "core" stream and wetland complexes of the Rock Creek, Jones Lake/Jones Creek and Black Diamond Lake/Black Diamond Creek and provide those areas with the greatest protection indicated as the "Core" area in Figure 1-1.

The second priority in preservation should be the wetland complexes at the headwaters of **Ginder Creek, Lawson Creek and other tributaries that provide an important water supply to the larger system.**

Other streams and wetlands in the area provide important ecological functions and should be protected."

City Of Black Diamond Storm And Surface Water Plan (Resolution 2010-704)

A table on page 83 summarizes culvert projects, and can be referenced for many of the projects in the TIP proposal:

6.0 CAPITAL IMPROVEMENT PLAN

6.1 PROJECT IDENTIFICATION

The City's Storm and Surface water capital improvement program consists of a series of projects that were identified by: 1) system deficiencies identified by hydraulic modeling; 2) system deficiencies and/or maintenance concerns identified by City staff; and 3) future development projects as identified by representatives of the anticipated development.

Project costs have been developed based on the assumption that storm drainage improvements are the only improvements being completed. Therefore, the entire cost for various items such as roadway restoration, traffic control, mobilization, etc would be funded by the stormwater utility. In some cases, the stormwater improvements may be completed in conjunction with other roadway or utility projects which may result in cost sharing.

6.2 SUMMARY OF RECOMMENDED PROJECTS

A map illustrating the recommended capital improvement projects has been included as **Figure 6.1 Capital Improvement Projects**. A large scale copy of the map has also been included as **APPENDIX J – CIP Map**.

Table 6.01 Capital Improvement Projects

ID	Project Name	Type	Sub-Basin	Priority	Est. Cost
1	224 th St Covington Creek Culvert Replacement	Culvert Replacement	NW-1	Medium	\$300,000
2	Roberts Drive – Ginder Creek Culvert Replacement	Culvert Replacement	GC-1	Low	\$85,000
3	Lake Sawyer Park Culvert Replacements	Culvert Replacement	LS-1	Low	\$110,000
4	3 rd Ave (SR-169) – Ginder Creek Culvert Replacement	Culvert Replacement	GC-1	Low	\$125,000
5	3 rd Ave (SR-169) – Mud Lake Culvert Replacement	Culvert Replacement	GC-1	Low	\$145,000
6	3 rd Ave (SR-169) Culvert Replacement at Old Lawson Road	Culvert Replacement	JL-4	Low	\$75,000
7	Ginder Creek Culvert Replacement at Morgan Street	Culvert Replacement	GC-1	Low	\$75,000
8	Rock creek Wetlands / Lake Sawyer Hydrology Study	Study	GC-1, RC-1	Medium	\$150,000



(GM1) Roberts Drive Rehabilitation, Ph. 1

This project is changed in the TIP to a bridge "replacement" project instead of a "repair" project.

Black Diamond Municipal Code 19.10.328 Water bodies—Culvert replacement. "A. Culverts on public or private roads that are a barrier to fish movement shall be replaced at the time of major reconstruction, or if additional subdivision increases the number of lots served by the roadway by twenty percent or more. Replacement structures shall meet the standards of [subsection] 19.10.330(C)(10). This provision does not limit potential requirements for replacement under other statutes or treaty rights."

Transportation Improvement Board Letter, March 31, 2017, option 2:

2. Adopt the transportation improvement plan and separate the project into two line items in the transportation improvement plan:

- a. The Roberts Drive Improvement project between Buckners Way and City Hall (i.e. year 1 or 2017); and
- b. The Rock Creek Bridge replacement project (i.e. years 3-6).

If this option is pursued, the City would need to request a scope change from the TIB Board by May 5, 2017 and commit to advertise and begin construction no later than July 15, 2017; or

Information from Supporting Documents:

November 21, 2012- **Rock Creek Bridge Evaluation** - Parametrix

This document indicates that bridge replacement is a possibility, and that repairs will extend the expected life of the 100+ year old bridge for only twenty years.

Page 4: "Given a bridge of this age, it is difficult to estimate the remaining life of the structure without a more comprehensive evaluation. ... Assuming the piles are in good condition, it is estimated that the bridge should have a remaining service life of 20 years under normal traffic loading. However, periodic inspections are recommended to detect any signs of deterioration or distress."

BACK OF THE ENVELOPE PERMITTING COSTS

Repairs/Rehabilitation	
SEPA Checklist	\$2,600*
Sensitive Areas Report	\$10,000*
JARPA	\$7,000
Agency Coordination	\$3,000
Total	\$10,000 to \$22,600
(*if necessary)	

Replacement	
SEPA Checklist	\$2,600
Sensitive Areas Report, including Mitigation Plan	\$20,000
JARPA	\$7,000
BA	\$12,000
Cultural Resources Report	\$6,000
Agency Coordination	\$10,000
Total	\$57,600

**Rock Creek Bridge
Cost Estimate Summary**

Alternative	Base Estimate	Rehabilitation Estimate*	Environmental/ Permitting**	Estimate Total
Rehabilitation	\$ 54,300.00	NA	\$ 22,600.00	\$ 76,900.00
Attached Ped Walkway	\$ 53,700.00	\$ 54,300.00	\$ 22,600.00	\$ 130,600.00
Independent Ped Walkway	\$ 74,800.00	\$ 54,300.00	\$ 22,600.00	\$ 151,700.00
Replacement	\$ 435,000.00	NA	\$ 57,600.00	\$ 492,600.00

* Assumes bridge rehabilitation is included with pedestrian walkway alternatives

** Assumes upper range environmental/permitting costs for non-replacement alternatives

Black Diamond Municipal Code – 19.10.335 Habitat other than fish and wildlife habitat conservation areas.

19.10.335 (C)

Wildlife corridors. Corridors providing for migration to and from areas outside the urban growth area are provided in the core stream and wetland complex. Specific standards include:

...

Corridor Requirements and Management Measures

- All new bridges shall provide for animal passage including height sufficient for large mammals and width sufficient for a minimum 15 foot corridor adjacent to OHWM on at least one side.

...

Existing Rock Creek/Roberts Road bridge should be replaced to meet the same bridge standards when programmed as part of capital improvement program.

October 11, 2016 RE: SEPA Mitigated Determination of Non-Significance (MDNS) for Roberts Drive Reconstruction, PLN16-0040 - Muckleshoot Tribe

This letter recommends replacement of the bridge to a 30-foot span to meet standards for fish passage. From the letter (emphasis added):

"This constriction is likely to accelerate water velocities during high flows, restricting juvenile access into streams and wetlands upstream. **In addition to a being a fish passage impediment, this bridge appears to be substandard and likely has reached**

the end of its useful life. It should be replaced because of the extensive amount of structural work, utility access, and long-term infrastructure fortification needs due to future developments. Additionally, the City is adding a new water main line along Roberts Drive, which will include retrofitting of pipes into the bridge infrastructure.² Once in place, these water mains could make a future bridge replacement project more difficult or costly; therefore, **replacing the bridge with a larger structure will better serve the infrastructure needs of the community as well as salmon passage into the future. Further, the City has an approved HPA (2016-4-347) to remove beaver dams at this site where the narrow bridge provided an attractant to beaver activity.** Beavers are important to salmon production (Pollock et al. 2003) and their activity should not be limited by inadequate infrastructure design. This site will continue to be utilized by beaver so long as the bridge constriction remains, thus require further beaver dam removals and other actions that may further degrade salmon habitat. **A correctly sized bridge will reduce the attractant for beaver damming; minimize related maintenance needs; and has better potential to be compatible with important ecological processes for salmon habitat."**

TAT, Peter Rimbo and other concerns over Rock Creek Bridge

The citizen group TAT has advocated bridge replacement.

From TAT:

The proposed repair "fails to recognize the Rock Creek Bridge (RCW) portion of the proposed project is to be conducted in the City's designated core wetland and Fish and Wildlife Habitat Conservation Area (FWHCA), which is also part of the King County designated Wildlife Habitat Network (KCWHN)."

And: 'Structural Life

The Parametrix personnel have stated the bridge can carry "all Legal Load vehicles" for probably "20 years under normal traffic loading" and that "normal load conditions ... include traffic expected to be generated by nearby development, including the proposed Villages Phase 1A Preliminary Plat.'

Unfortunately, there will be voluminous construction traffic for Phase 1A and beyond, as well as general traffic generated by development beyond Phase 1A. Further, whether it's 20, 15, 10 years or whatever, the bridge could need replacement before the MPDs are completed and fully occupied. Ability to carry certain AASHTO loads is a necessary, but not sufficient capability, since bridge life, in general, is often governed by repeated loadings over a long period of time that contributes to fatigue-induced damage and fracture/microfracture of structural components.'

(GM2) Roberts Drive Rehabilitation, ~~phase 2~~ City Hall to Library

This project is highlighted because it should be considered as equal or lower priority to "Roberts Drive Rehabilitation, phase 3". There may be opportunities to combine Phase 3 with other projects and complete Phase 3 sooner. The segment of Roberts east of the library (phase 3) is generally in worse condition. (Rename the project to be more descriptive.)

(GM3) Hwy 169 Pedestrian Safety

This is a new project. Pedestrians cannot safely travel along highway 169/3rd Ave from Roberts Dr to the school / ball fields or the sidewalk on 3rd Ave that begins at James St. There is a blind corner, and almost no shoulder on either side. Consider an alternative trail or widening of part of Highway 169 to include a sidewalk. People do walk in this area, and would walk more if it were safer. It is a key part of getting from the area with the Community Center to the Elementary School, police station, and historic downtown.

One source of funding includes WashDOT and their "Pedestrian and Bike program" and "Safe Routes to Schools" programs.

(GM4) Roberts Drive/SR 169 Intersection Improvements

Modify this project to require inclusion of both pedestrian safety and fish passage and stream health.

This intersection currently has no sidewalk and pedestrians must cross Roberts Drive at the triangle park. The area near the Community Center and traveling toward the Elementary School and historic downtown should be served by good pedestrian infrastructure because these are important community destinations that serve children and people whether they have a car in working condition or not.

There is a blocking culvert under the road here identified as "Mud Lake Culvert" that should be replaced.

City Of Black Diamond Storm And Surface Water Plan (Resolution 2010-704)

From Page 91:

6.0 CAPITAL IMPROVEMENT PLAN

Table 6.06 3rd Ave – Mud Lake Ck Culvert Replacement

PROJECT ID #5	
<u>3RD AVE (SR-169) – MUD LAKE CREEK CULVERT REPLACEMENT</u>	
Description:	This project includes removal, replacement and associated roadway restoration of the existing 24-inch and 48-inch culverts crossing under 3 rd Ave (SR-169) at the intersection of Black Diamond-Ravensdale Road and 3 rd Ave. This culvert system includes a two side by side 24-inch culverts, one corrugated metal and one concrete, crossing under 3 rd Ave and discharging to a landscaped intersection island (a small open basin) in the intersection. Each culvert is approximately 75-feet in length. From there flows are conveyed to a 48-inch corrugated metal culvert, 60-feet in length, flowing to the pond north of Roberts Drive. This system conveys Mud Lake Creek flows across 3 rd Ave. Wildlife and fish passage for Mud Lake Creek will be considered in the design of this project. This project may be a City and/or State funded project.
Location:	Intersection of Black Diamond / Ravensdale Road and 3 rd Ave (SR-169)
Sub-Basin:	GL-1
Receiving Water:	Ginder Creek / Jones Lake
Priority:	Low
Estimated Cost:	\$145,000

(GM5) Ravensdale / 169 interim intersection improvements

The fish blocking culvert here is over 250 feet long and needs to be replaced.

There are serious pedestrian safety issues at this intersection. Design the project in such a way that pedestrians can safely cross highway 169 at this intersection and future pedestrian improvements headed east on the Black Diamond Ravensdale road are considered. There is a Metro bus stop at this location that could be used to access the community center, but no pedestrian crosswalk.

City of Black Diamond Comprehensive Plan, 2009.

Comp Plan Pdf Page 198, Policy T-8:

- "1. Develop design standards for new roadways that incorporate features required by pedestrian, bicycle and transit facilities;
2. Promote transit by developing design standards that provide accessibility through bus pullouts, pedestrian access to bus stops and bus shelters;"

Comp Plan Pdf Page 68:

Rock Creek. A small portion of the planning area drains to Black Diamond Lake and the wetlands surrounding it. The Black Diamond Lake wetlands serve as partial headwaters of Rock Creek. Rock Creek is listed as supporting coho salmon, cutthroat trout, and steelhead in the WRIA 9 Fish Distribution Map.

Ginder Creek. The northeast portion of the planning area drains to Ginder Creek, which drains into Rock Creek. Ginder Creek historically provided good habitat for salmonid spawning and rearing. The WRIA 9 Fish Distribution Map (2000) shows Cutthroat trout presence in Ginder Creek. Based on a 1982 sampling, Ginder Lake supports warm water fish including black crappie, largemouth bass, and pumpkinseed. An obstruction limits the passage of adult salmonids upstream as far as Ginder Lake. Electroshocking done during the 1982 survey **indicated that Ginder Creek, above State Route (SR) 169 may be able to support other species of fish if passage barriers were removed. The survey generally indicated that Ginder Creek is a relatively productive tributary** (John Henry Mine, SEIS)."

City Of Black Diamond Storm And Surface Water Plan (Resolution 2010-704)

From page 90:

6.0 CAPITAL IMPROVEMENT PLAN

Table 6.05 3rd Ave – Ginder Ck Culvert Replacement

PROJECT ID #4	
<u>3RD AVE (SR-169) – GINDER CREEK CULVERT REPLACEMENT</u>	
Description:	This project includes removal, replacement and associated roadway restoration of the existing 36-inch culvert crossing under 3 rd Ave (SR-169) at the intersection of Black Diamond-Ravensdale Road and 3 rd Ave. This culvert system includes a 36-inch concrete culvert connecting to an existing concrete box culvert buried under 3 rd Ave (SR-169). Connected to the box culvert is an additional stretch of 36-inch concrete culvert pipe which discharges upstream of the pond north of Roberts Drive. The total length of this culvert system is approximately 250-feet. This system conveys Ginder Creek flows across 3 rd Ave. Wildlife and fish passage for Ginder Creek will be considered in the design of this project. This project may be a City and/or State funded project.
Location:	Intersection of Black Diamond / Ravensdale Road and 3 rd Ave (SR-169)
Sub-Basin:	GL-1
Receiving Water:	Ginder Creek / Jones Lake
Priority:	Low / High if a street project requires replacement
Estimated Cost:	\$200,000

(GM6) Roberts Drive Rehabilitation, ~~phase 3~~ Library to Hwy169

The section of Roberts Drive from the library east to highway 169 is very bumpy, very busy, and has a very low score for pavement rating. This project has been on the TIP in many forms over the years. It is a priority to improve travel on this road sooner.

Consider prioritizing this ahead of the segment from City hall to the library. (Rename the project to be more descriptive.)

Additionally, require replacement of the stream Culvert at Ginder Creek and Roberts. (To further improve Ginder Creek, the CIP should also include replacement of the Ginder Creek Culvert at Morgan Street, identified on page 93 of the 2010 Storm and Surface Water Plan).

City Of Black Diamond Storm And Surface Water Plan (Resolution 2010-704)

From page 88:

6.0 CAPITAL IMPROVEMENT PLAN

Table 6.03 Roberts Dr – Ginder Ck Culvert Replacement

PROJECT ID #2

ROBERTS DRIVE – GINDER CREEK CULVERT REPLACEMENT

Description:	This project includes the removal and replacement of a 54-inch culvert under Roberts Drive and associated roadway restoration. This culvert conveys Ginder Creek north to south under Roberts Drive and is located approximately 800-feet southwest of the intersection of 3 rd Ave (SR-169) and Roberts Drive. The existing culvert is constructed of corrugated metal and is approximately 60-feet in length. Wildlife and fish passage for Ginder Creek will be considered in the design of this project. Repairs were made in January 2009 that should provide good service for another 10-15 years.
Location:	Roberts Dr. ~ 800' west of 3 rd Ave
Sub-Basin:	GL-1
Receiving Water:	Ginder Creek / Jones Lake
Priority:	Low
Estimated Cost:	\$85,000

(GM7) BD-Ravensdale Rd Pedestrian Safety

This is a proposed new project. Pedestrians cannot walk from the Morgan Creek development to the nearby North Commercial retail area and Community Center. Children have been seen walking and biking down this road.

A study should be made of options to allow safe pedestrian access. Innovative trail options should be considered. Look for collaboration with King County to improve safety on this dangerous stretch of road.

(GM8) Railroad Avenue & Jones Lake Road Pedestrian Facilities

This pedestrian project is lower priority than the previously mentioned pedestrian improvements. Although this project is important, the road has a wide shoulder that can be used if necessary for safety. This is in contrast with the busier highway 169 and Ravensdale Road / Roberts Drive area that has no shoulder and more pedestrians.

(GM9) Ravensdale / 169 intersection

Any needed pedestrian improvements and fish passage improvements not done in the "interim" solution for this intersection (GM5) should be done when the full project is considered.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Grant agreement with the Washington State Transportation Improvement Board (TIB) for the 2017 Emergency Pothole Repair and Road Maintenance project.	Agenda Date: June 15, 2017	
	AB17-041A	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): \$50,000 revenue	Police – Chief Kiblinger	
Fund Source: Transportation Improvement Board Grant	Public Works – Seth Boettcher	X
Timeline: Needs to be complete by August 31	Court – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution 17-xxx; Fuel Tax Agreement; Grant Application; Award Letter; Councilmember Morgan's amended Resolution		
SUMMARY STATEMENT: Councilmembers Edelman and Deady have placed this item on the agenda.		
<p>Public Works staff applied for and was selected for a Small City Preservation Program fuel tax grant from the Washington Transportation Improvement Board (TIB). This project will repair potholes throughout the City as well as other locations where potholes are likely to occur.</p>		
<p>There is a small window for completing this project. All work has to be complete by August 31, 2017. City staff will need to solicit small works roster bids from contractors to complete this work.</p>		
<p>FISCAL NOTE (Finance Department): This grant is for up to \$50,000. The City has a match requirement of 10% and is responsible for all costs not covered by the grant. This amount should not exceed \$15,000. The City budgets \$30,000 each year for General Street Improvements and matching costs.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt a Resolution authorizing the Mayor to execute a grant agreement for the 2017 Emergency Pothole Repair and Road Maintenance project, TIB #2-P-800(006)-1.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
June 1, 2017	Staff introduction	
June 15, 2017		

RESOLUTION NO. 17-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A GRANT
AGREEMENT WITH THE WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD FOR THE
2017 EMERGENCY POTHOLE REPAIR AND ROAD
MAINTENANCE PROJECT**

WHEREAS, the City's grant application for the Transportation Improvement Board 2017 Emergency Repair Program was selected for \$50,000; and

WHEREAS, the City has the funds to complete the project; and

WHEREAS, a grant agreement with the Washington Transportation Improvement Board is required to establish the terms of funding the 2017 Emergency Pothole Repair and Road Maintenance project;

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

Section 1. The City Council hereby accepts grant funding from the Washington Transportation Improvement Board in the amount of \$50,000 to fund the 2017 Emergency Pothole Repair and Road Maintenance project;

Section 2. The Mayor is hereby authorized to execute the grant agreement with the Washington Transportation Improvement Board for the 2017 Emergency Pothole Repair and Road Maintenance project, TIB #2-P-800(006)-1, substantially in the form attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 15TH DAY OF JUNE, 2017.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



CITY OF BLACK DIAMOND

2-P-800(006)-1

2017 Emergency Pavement Repair Project

Various Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
CITY OF BLACK DIAMOND
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 2017 Emergency Pavement Repair Project, Various Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and CITY OF BLACK DIAMOND, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$50,000 for the project specified above, pursuant to terms contained in the RECIPIENT'S TIB-approved Grant Application on file, which is incorporated into this Agreement by this reference; supporting Project Documentation in 3.0; chapter 47.26 RCW; title 479 WAC; and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and previously incorporated by reference into this Agreement. Scope and Budget may be further developed and refined. Any alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to, the following:

- a) Contract Completion Updated Cost Estimate with final summary of quantities; and
- b) Project Accounting History

4.0 BILLING AND PAYMENT

At the closeout of the Project, but no later than August 31st, 2017, the Recipient must submit an invoice for all costs and expenditures actually incurred in the course of performing eligible work directly related to the Project, during the Project period. Any invoice received after August 31, 2017, will not be eligible for reimbursement, unless the local agency has received prior approval from TIB. TIB agrees to reimburse the Recipient for those Project-related costs and expenditures properly documented on the Recipient's invoice.



5.0 TERM OF AGREEMENT

The term of this Agreement shall commence on the latest date of signature of the Parties and terminate upon closeout of the grant or when terminated as provided herein, but in no event shall the term of this Agreement exceed six months unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement and written amendment executed by both of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

a) In the event TIB determines, in its sole discretion, that the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.

b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.

c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.

d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance;
- b) TIB denies the RECIPIENT's request to amend the Project, if any; and
- c) After investigation, TIB confirms RECIPIENT'S non-compliance.



TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.

b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.

c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than roadway system pavement repair is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific Project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All requests for such increases must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific Project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.

12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.



13.0 INDEMNIFICATION AND HOLD HARMLESS

- a) The RECIPIENT shall indemnify and hold TIB, its agents, employees, and officers harmless from, and process and defend at its own expense, any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against TIB and arising out of, in connection with or incident to this AGREEMENT and/or the RECIPIENT's performance or failure to perform any aspect of this AGREEMENT. This indemnity provision applies to all claims against TIB, its agents, employees and officers arising out of, in connection with or incident to the negligent acts or omissions of the RECIPIENT, its agents, employees, officers and subcontractors. Provided, however, that nothing herein shall require the RECIPIENT to indemnify and hold harmless or defend the TIB, its agents, employees or officers to the extent that claims are caused by the negligent acts or omissions of the TIB, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the RECIPIENT or its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the PARTY, its employees, officers, authorized agents, and/or contractors. This indemnification and hold harmless provision shall survive termination of this AGREEMENT.
- b) The RECIPIENT specifically assumes potential liability for actions brought by RECIPIENT's employees and/or subcontractors; and, solely for the purposes of this indemnification and defense, the RECIPIENT specifically waives any immunity under the State Industrial Insurance Law, Title 51 Revised Code of Washington.
- c) In the event either the RECIPIENT or TIB incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT to avoid additional incurred costs and delays to the project. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed-upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.
- e) In the event of litigation or other action brought to resolve a dispute or enforce this Agreement, each Party shall be responsible for its own attorneys' fees and costs.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

17.0 AUTHORIZED SIGNATURES

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies to the obligations set forth herein.

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name



Small City Preservation Program (SCPP)

2017 Emergency Repair Program

The Transportation Improvement Board authorized the Emergency Repair Program for funding in 2017 only
Email ONE signed application and required attachments to the TIB Office no later than **May 31, 2017**

Email your application package to Greg Armstrong at GregA@tib.wa.gov

For assistance contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or via email at GregA@tib.wa.gov

Agency Name	<u>BLACK DIAMOND</u>	Legislative District(s)	<u>5</u>
Agency Contact	<u>Scott Hanis</u>	Congressional District(s)	<u>8</u>
Email Address	<u>shanis@blackdiamondwa.gov</u>	Click Here to find Legislative or Congressional District	
Phone Number	<u>360-886-5700</u>		

Application Instructions (For additional guidance, contact your TIB Engineer)

- Apply repair work on hard surfaced city streets with sufficient base only
- TIB funding for repair work is limited to a maximum of **\$50,000 per agency**
- Federal funding cannot be used for local match

Required Attachments

The following attachments are required with your application
Check those items included in your submittal

- | | |
|--|--|
| <input checked="" type="checkbox"/> Completed Emergency Repair Application Workbook | <input checked="" type="checkbox"/> Include numbered picture (jpg, png, pdf format) for each repair site |
| <input checked="" type="checkbox"/> Street map with requested repair sites marked and numbered | |

Project Funding

Maximum TIB Ratio **90.0%**

Segment information populates from Segment Data worksheet

Street Name	Repair Site Numbers	Photo Numbers	Repair Area (Sq Ft)	Total Cost
Morgan Street	10,11,12,13	10,11,12,13	455 sq ft	\$5,005
232nd Avenue SE -	36-56 (21 sites)	36-56(21 photos)	1,554 sq ft	\$17,094
Mason Street and Hyde Avenue	05-09, 57-59	-09, 57-59(8 photos)	567 sq ft	\$6,237
SE 288th Street	34	34	28 sq ft	\$308
Newcastle Drive	14-24 (11 sites)	14-24(11 photos)	1,284 sq ft	\$14,124
228th Avenue SE	25	25	105 sq ft	\$1,155
SE 298th Street	27-33 (7 sites)	27-33(7 photos)	354 sq ft	\$3,894
224th Avenue SE	26	26	80 sq ft	\$880
Terrace Place	01,02,03,04	01,02,03,04	760 sq ft	\$8,360
SE 291st Street	35	35	72 sq ft	\$792
Other				
TOTAL COST				\$57,849

REQUESTED TIB FUNDING (90% of Total Cost up to \$50,000 max) **\$50,000**

REQUIRED LOCAL MATCH **\$7,849**

Local Match

2017 Emergency Repair Program Application - BLACK DIAMOND

Enter funding sources and their commitment

Federal funds **cannot** be used as local match

Source	Public or Private	Commitment	Amount
BLACK DIAMOND	Public	Budgeted	\$7,849
TOTAL			\$7,849
Local funds are correct			

Repair Completed By

Select how repair work will be completed from the dropdown list

Small Works Roster

Project Schedule

Enter target dates

Repair Start

Repair Completion

Work must be completed by August 31, 2017

Jul 2017

Aug 2017

AGENCY CERTIFICATION

Certification is hereby given that the information provided is accurate and the applicable attachments are complete and included as part of the application package



Agency Official Signature

5/22/17

Date Signed

Carol Benson, Mayor

Printed or Typed Name & Title

FOR TIB USE ONLY Below Line

TIB REVIEW

Review Comments:

Project Engineer _____

Date _____

Engineering Manager _____

Date _____

Finance Manager _____

Date _____

2017 SCPP Emergency Repair Program Application for BLACK DIAMOND

Enter source for Unit Cost Information
(County Engineer, Contractor, Past Work)

Past Work

Enter Unit Costs below

Item	Unit Cost	Unit	Totals
Pavement Repair	\$11.00	Per Square Foot	Total Pavement Repair Cost \$57,849
Enter OTHER Cost			Lump Sum

Total Proposed Repair Cost **\$57,849**

Segment Information

Enter Segment Information in Priority Order

Total Repair Area **5,259 Sq Ft**

Segment Costs calculate automatically in table below

Do NOT skip lines

Priority	Street Name Termini	Repair Sites	Segment Photos (Enter Picture Nos)	Pavement Repair Area (Sq Ft)	Segment Cost
1	Morgan Street	10,11,12,13	10,11,12,13	455 sq ft	\$5,005
	Between Abrams Ave. and Railroad Ave.				
2	232nd Avenue SE	36-56 (21 sites)	36-56 (21 photos)	1,554 sq ft	\$17,094
	Between SE 293rd Pl. and 234th Ave. SE				
3	Mason Street and Hyde Avenue	05-09, 57-59 (8 sites)	05-09, 57-59 (8 photos)	567 sq ft	\$6,237
	Neighborhood west of Abrams Avenue				
4	SE 288th Street	34	34	28 sq ft	\$308
	Intersection with 224th Avenue SE				
5	Newcastle Drive	14-24 (11 sites)	14-24 (11 photos)	1,284 sq ft	\$14,124
	At McKay Lane and west of McKay Lane				
6	228th Avenue SE	25	25	105 sq ft	\$1,155
	Intersection with SE 307th Place				
7	SE 298th Street	27-33 (7 sites)	27-33 (7 photos)	354 sq ft	\$3,894
	Between 224th Ave. SE and 226th Ave. SE				
8	224th Avenue SE	26	26	80 sq ft	\$880
	SE 300th Street				
9	Terrace Place	01,02,03,04	01,02,03,04	760 sq ft	\$8,360
	South of Morgan Street				
10	SE 291st Street	35	35	72 sq ft	\$792
	West of 232nd Avenue SE				

2017 SCPP Emergency Repair Program Application for BLACK DIAMOND

Repair Detail

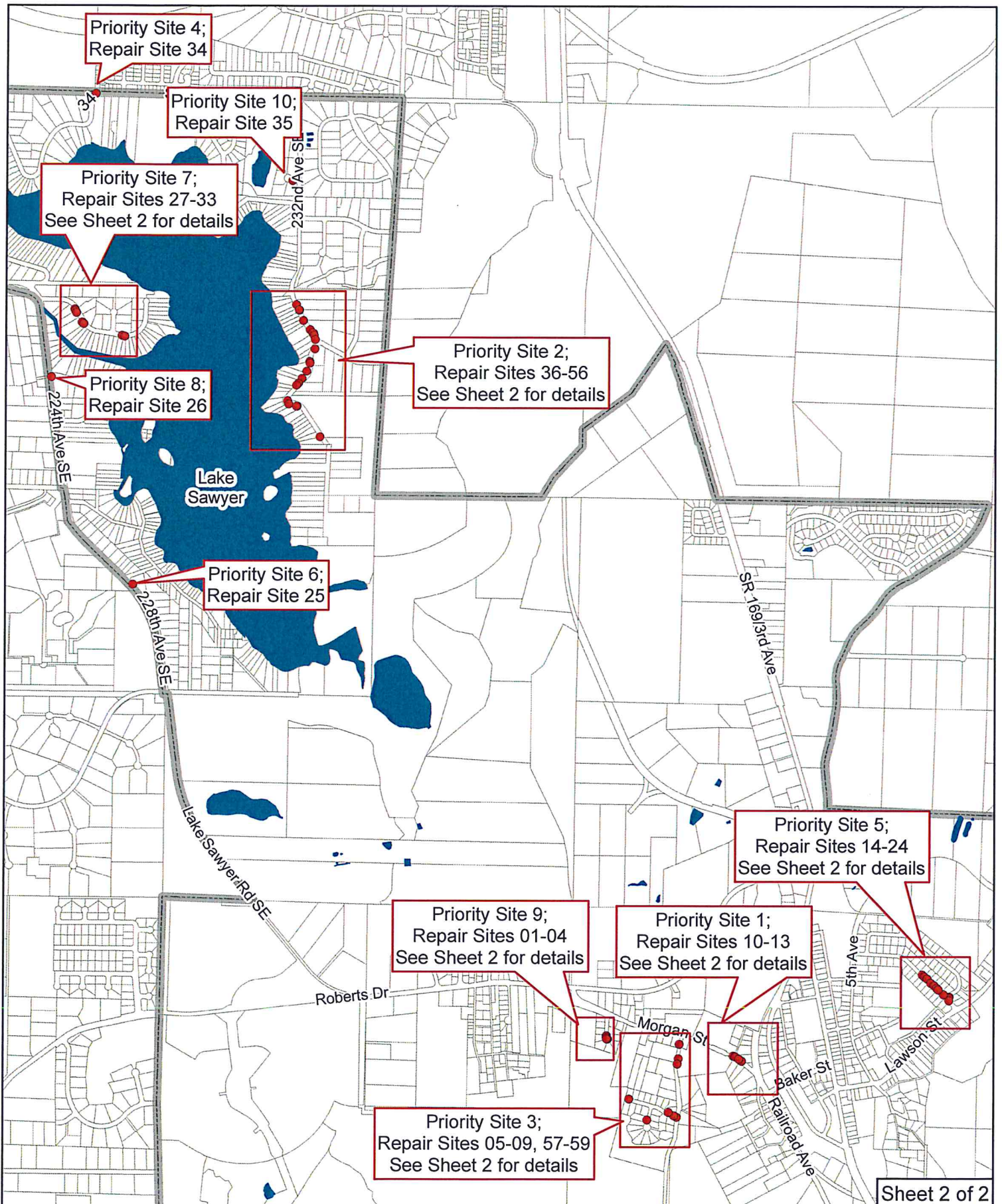
Total Proposed Repair Area (Sq Ft) **5,259 Sq Ft**

Enter Repair Site Detail by Site Number

Do not skip lines

Repair Site	Federal Route Number	STREET NAME	LIMITS Enter Cross Streets	Repair Length (Ft)	Repair Width (Ft)	Repair Area (Sq Ft)
1		Terrace Place	South of Morgan Street	17 ft	10 ft	170 sq ft
2		Terrace Place	South of Morgan Street	30 ft	7 ft	210 sq ft
3		Terrace Place	South of Morgan Street	33 ft	10 ft	330 sq ft
4		Terrace Place	South of Morgan Street	10 ft	5 ft	50 sq ft
5		Abrams Avenue	At intersection with Mason Street	10 ft	6 ft	60 sq ft
6		Mason Street	West of Abrams Avenue	8 ft	5 ft	40 sq ft
7		Mason Street	West of Abrams Avenue	3 ft	3 ft	9 sq ft
8		Mason Street	West of Abrams Avenue	6 ft	5 ft	30 sq ft
9		Hyde Avenue	South of Mason Street	3 ft	3 ft	9 sq ft
10		Morgan Street	Between Abrams Ave. and Railroad Ave	50 ft	5 ft	250 sq ft
11		Morgan Street	Between Abrams Ave. and Railroad Ave	10 ft	6 ft	60 sq ft
12		Morgan Street	Between Abrams Ave. and Railroad Ave	25 ft	5 ft	125 sq ft
13		Morgan Street	Between Abrams Ave. and Railroad Ave	5 ft	4 ft	20 sq ft
14		Newcastle Drive	At intersection with McKay Lane	15 ft	9 ft	135 sq ft
15		Newcastle Drive	At intersection with McKay Lane	17 ft	10 ft	170 sq ft
16		Newcastle Drive	At intersection with McKay Lane	8 ft	3 ft	24 sq ft
17		Newcastle Drive	At intersection with McKay Lane	20 ft	12 ft	240 sq ft
18		Newcastle Drive	West of McKay Lane	11 ft	5 ft	55 sq ft
19		Newcastle Drive	West of McKay Lane	10 ft	3 ft	30 sq ft
20		Newcastle Drive	West of McKay Lane	40 ft	5 ft	200 sq ft
21		Newcastle Drive	West of McKay Lane	7 ft	5 ft	35 sq ft
22		Newcastle Drive	West of McKay Lane	39 ft	5 ft	195 sq ft
23		Newcastle Drive	West of McKay Lane	20 ft	5 ft	100 sq ft
24		Newcastle Drive	West of McKay Lane	10 ft	10 ft	100 sq ft
25		228th Avenue SE	SE 307th Place	35 ft	3 ft	105 sq ft
26		224th Avenue SE	SE 300th Street	10 ft	8 ft	80 sq ft
27		SE 298th Street	Between 224th Ave and 225th Ave	3 ft	3 ft	9 sq ft
28		SE 298th Street	Between 224th Ave and 225th Ave	4 ft	3 ft	12 sq ft

29		SE 298th Street	Between 224th Ave and 225th Ave	6 ft	6 ft	36 sq ft
30		SE 298th Street	Between 224th Ave and 225th Ave	3 ft	3 ft	9 sq ft
31		SE 298th Street	Between 224th Ave and 225th Ave	18 ft	9 ft	162 sq ft
32		SE 298th Street	Between 225th Ave and 226th Ave	11 ft	6 ft	66 sq ft
33		SE 298th Street	Between 225th Ave and 226th Ave	10 ft	6 ft	60 sq ft
34		SE 288th Street	224th Avenue SE	7 ft	4 ft	28 sq ft
35		SE 291st Street	West of 232nd Avenue SE	18 ft	4 ft	72 sq ft
36		232nd Avenue SE	Between SE 293rd Pl and 234th Ave	5 ft	3 ft	15 sq ft
37		232nd Avenue SE	Between SE 293rd Pl and 234th Ave	24 ft	3 ft	72 sq ft
38		232nd Avenue SE	Between SE 293rd Pl and 234th Ave	3 ft	3 ft	9 sq ft
39		232nd Avenue SE	Between SE 293rd Pl and 234th Ave	5 ft	4 ft	20 sq ft
40		232nd Avenue SE	Between SE 293rd Pl and 234th Ave	19 ft	10 ft	190 sq ft
41		232nd Avenue SE	Between SE 293rd Pl and 234th Ave	12 ft	8 ft	96 sq ft
42		232nd Avenue SE	Between SE 293rd Pl and 234th Ave	37 ft	4 ft	148 sq ft
43		232nd Avenue SE	Between SE 293rd Pl and 234th Ave	33 ft	5 ft	165 sq ft
44		232nd Avenue SE	Between SE 293rd Pl and 234th Ave	27 ft	6 ft	162 sq ft
45		232nd Avenue SE	Between SE 293rd Pl and 234th Ave	7 ft	4 ft	28 sq ft
46		232nd Avenue SE	Between SE 293rd Pl and 234th Ave	5 ft	4 ft	20 sq ft
47		232nd Avenue SE	Between SE 293rd Pl and 234th Ave	13 ft	3 ft	39 sq ft
48		232nd Avenue SE	Between SE 293rd Pl and 234th Ave	20 ft	7 ft	140 sq ft
49		232nd Avenue SE	Between SE 293rd Pl and 234th Ave	5 ft	5 ft	25 sq ft
50		232nd Avenue SE	Between SE 293rd Pl and 234th Ave	10 ft	7 ft	70 sq ft
51		232nd Avenue SE	Between SE 293rd Pl and 234th Ave	16 ft	6 ft	96 sq ft
52		232nd Avenue SE	Between SE 293rd Pl and 234th Ave	8 ft	4 ft	32 sq ft
53		232nd Avenue SE	Between SE 293rd Pl and 234th Ave	45 ft	3 ft	135 sq ft
54		232nd Avenue SE	Between SE 293rd Pl and 234th Ave	11 ft	4 ft	44 sq ft
55		232nd Avenue SE	Between SE 293rd Pl and 234th Ave	4 ft	3 ft	12 sq ft
56		232nd Avenue SE	Between SE 293rd Pl and 234th Ave	12 ft	3 ft	36 sq ft
57		Abrams Avenue	South of Morgan Street	55 ft	6 ft	330 sq ft
58		Abrams Avenue	South of Morgan Street	9 ft	6 ft	54 sq ft
59		Abrams Avenue	South of Morgan Street	7 ft	5 ft	35 sq ft



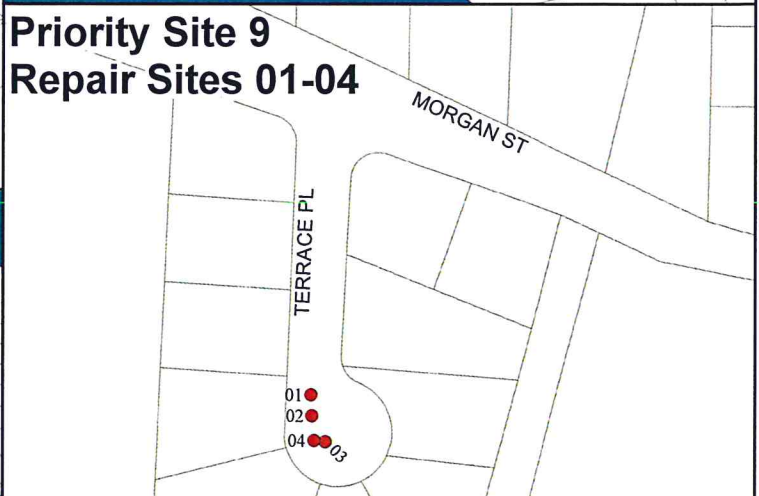
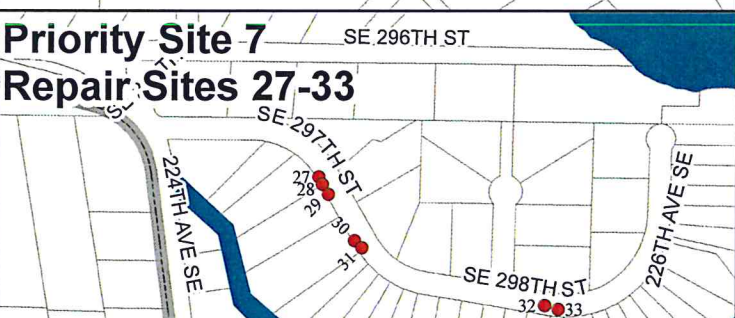
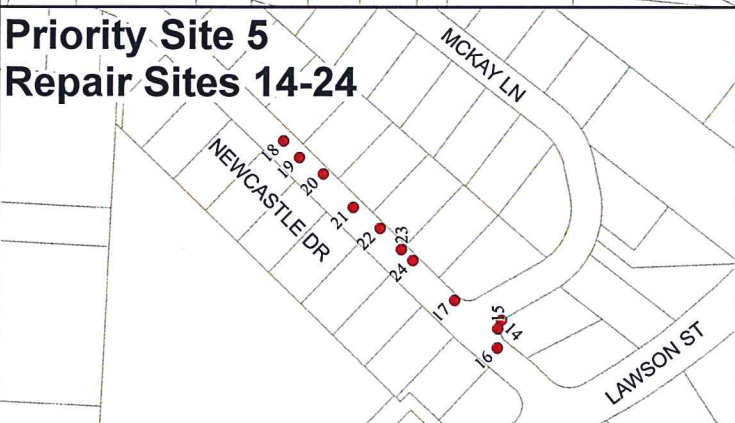
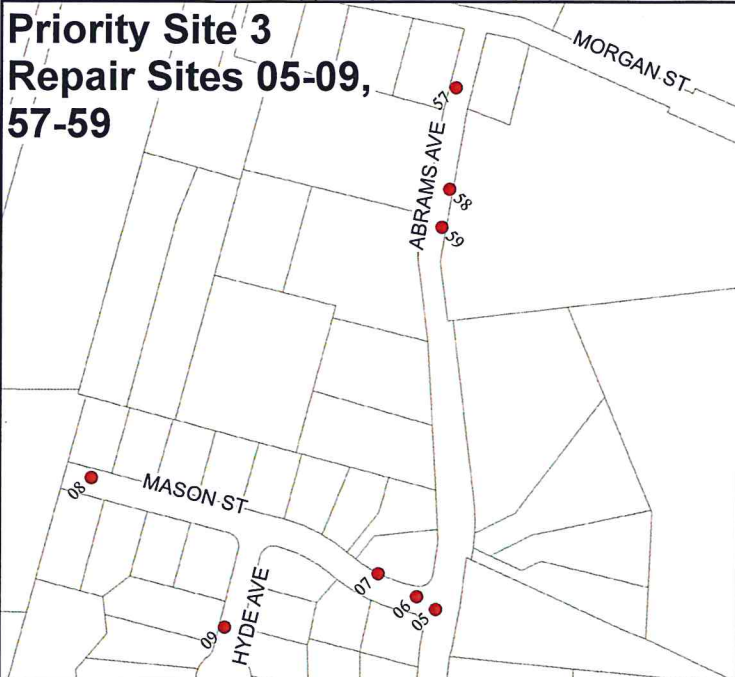
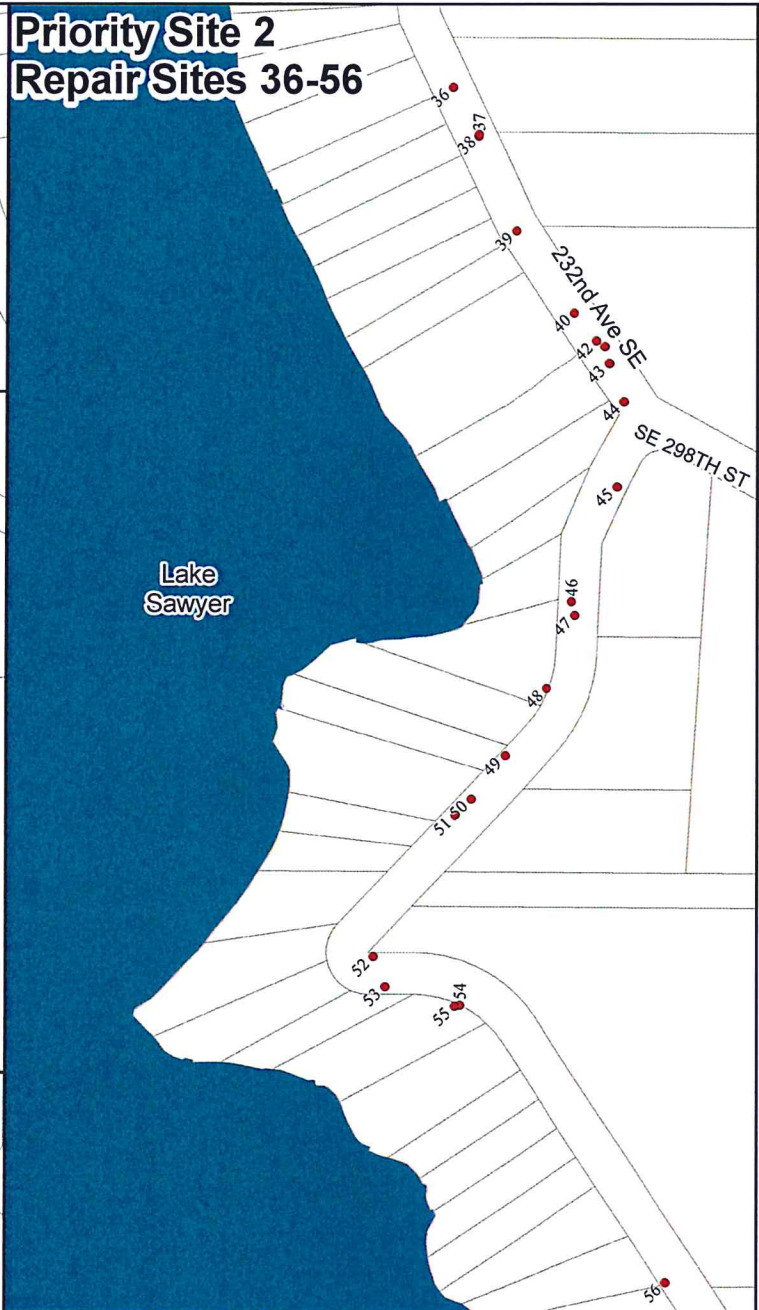
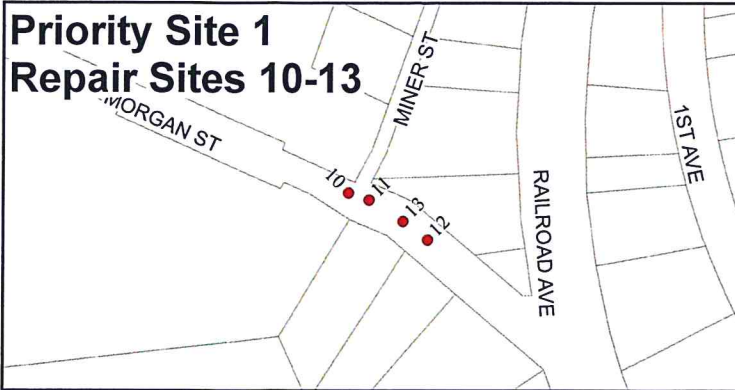
Sheet 2 of 2



Author: Scott Hanis

Revised: May 22, 2017

SCPP Emergency Repair Program Black Diamond



Author: Scott Hanis
Revised: May 22, 2017

SCPP Emergency Repair Program Black Diamond



Washington State Transportation Improvement Board

TIB Members

Commissioner Richard Stevens,
Chair
Grant County

Mayor Patty Lent, Vice Chair
City of Bremerton

Jim Albert
Office of Financial Management

Jeff Carpenter, P.E.
WSDOT

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Wendy Clark-Getzin, P.E.
Clallam Transit

Gary Ekstedt, P.E.
Yakima County

Commissioner Terri Jeffreys
Mason County

Mayor Glenn Johnson
City of Pullman

John Klekotka, P.E.
Port of Everett

Commissioner Robert Koch
Franklin County

Colleen Kuhn
Human Services Council

Mayor Ron Lucas
Town of Steilacoom

Mick Matheson, P.E.
City of Mukilteo

E. Susan Meyer
Spokane Transit Authority

Laura Philpot, P.E.
City of Maple Valley

David Ramsay
Feet First

Martin Snell
Clark County

Jay Weber
County Road Administration Board

May 26, 2017

Mr. Seth Boettcher, P.E.
Public Works Director
City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010-0599



Dear Mr. Boettcher:

Congratulations! We received and reviewed your application. The enclosed project scope meets TIB criteria and is approved for funding. We are pleased to announce the selection of your city for \$50,000 from the TIB 2017 Emergency Repair Program.

In order to receive reimbursement for your project, you must:

Sign and return **both** copies of the Fuel Tax Grant Agreement to TIB. TIB will return one executed agreement for your files.

How does the City of Black Diamond receive reimbursement?

Send the final invoices to your TIB Engineer. Your engineer will prepare project closeout paperwork for your signature. After you return the signed paperwork, TIB will release payment to the City of Black Diamond.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or via e-mail at GregA@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosure

Ashley Probart
Executive Director
PO Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

Brenda Martinez

From: Erika Morgan
Sent: Friday, June 9, 2017 10:56 AM
To: Brenda Martinez
Cc: Carol Benson; Pat Pepper; Brian Weber; Janie Edelman; Tamie Deady
Subject: an amendment for fuel tax TIB pothole repair and road maintenance project
Attachments: ab17-041.pdf

Hello Brenda,

As Gov. Ops Chair I am proposing this amended Resolution accepting the grant with the requirement made by Councilmember Weber at the June 1 meeting that this ordinance must be accompanied by a budget ordinance to authorize the 50K expenditure which is not currently on the 2017 budget.

Thank You,
Erika Morgan
Chair Gove. Ops Standing Legislative Committee.

Summary for Agenda Bill:

**Resolution No. 17-xxx,
Fuel Tax Agreement with the Washington State Transportation Improvement
Board (TIB) for the 2017 Emergency Pothole Repair and Road Maintenance
project.**

AB17-041

PREVIOUS AGENDA BILL INFORMATION:

Public Works staff applied for and was selected for a Small City Preservation Program fuel tax grant from the Washington Transportation Improvement Board (TIB). This project will repair potholes throughout the City as well as other locations where potholes are likely to occur.

There is a small window for completing this project. All work has to be complete by August 31, 2017. The City will need to execute this grant agreement before bids can be solicited. Once bids are received, the City Council will need to award the construction contract to the lowest responsive bidder. The more time the City can give to a contractor, the better.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

Government Operations Committee Chair Morgan recommends amended resolution accepting grant with requirement (as made by Council member Weber at the June 1, 2017 Council meeting) that this item must be accompanied by a budget ordinance to authorize the \$50,000 expenditure which is not currently in the 2017 budget.

RESOLUTION NO.17-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A FUEL
TAX AGREEMENT WITH THE WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD FOR THE
2017 EMERGENCY POTHOLE REPAIR AND ROAD
MAINTENANCE PROJECT**

WHEREAS, the City's grant application for the Transportation Improvement Board 2017 Emergency Repair Program was selected for \$50,000; and

WHEREAS, the City has the funds to complete the project; and

WHEREAS, a fuel tax agreement with the Washington Transportation Improvement Board is required to establish the terms of funding the 2017 Emergency Pothole Repair and Road Maintenance project; and

WHEREAS, state law requires municipal expenditures to be in an approved budget;

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

Section 1. The City Council hereby accepts grant funding from the Washington Transportation Improvement Board in the amount of \$50,000 to fund the 2017 Emergency Pothole Repair and Road Maintenance project;

Section 2. The Mayor is hereby authorized to execute the fuel tax agreement with the Washington Transportation Improvement Board for the 2017 Emergency Pothole Repair and Road Maintenance project, TIB #xxx, substantially in the form attached hereto.

Section 3. The staff is requested to draft and provide to the City Council a supplemental budget ordinance authorizing the expenditure. No expenditure over the current budget amount related to this grant shall be made without a change to the city's budget to authorize the expenditure.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS ____ DAY OF _____, 2017.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES

April 21, 2016

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, Morgan, Edelman, Weber, and Pepper.

ABSENT: None

Staff present: Jamey Kiblinger, Police Chief; Seth Boettcher, Public Works Director; Barbara Kincaid, Community Development Director; Peter Altman, City Labor Attorney, and Brenda L. Martinez, City Clerk.

A **motion** was made by Councilmember Pepper and would like to move immediately to substitute the Council meeting Agenda.

Mayor Benson called her out of order stating the Mayor's submitted her agenda nine days before the meeting and this one was not submitted until Friday.

Councilmember Pepper further stated that council has the right to its own agenda and that agenda is the one that she was presenting now and that it has been denied public notice. She stated she needs a second..

The motion was **seconded** by Councilmember Morgan.

Councilmember Pepper spoke to her motion. She stated the mayor had posted the wrong agenda to the website. Pepper stated she had asked the Council to hold a Special Meeting on Tuesday night the 19th where the Council could vote on the Council agenda for April 21st, adding this would have given people more information sooner about possible council actions for tonight. She referenced RCW 42.30.080 and public notice should have been issued for the meeting on the 19th. She stated we have been through this before and we need the proper Council agenda. Councilmember Pepper called the question

Councilmember Edelman stated we need to have a debate about this.

Mayor Benson called Pepper out of order.

Councilmember Pepper stated on "call the question" there is no debate.

Mayor Benson stated that is not true, everyone gets one chance to speak.

There was Council discussion.

Councilmember Pepper called point of order, impugning the motives of a Councilmember.

Councilmember Pepper called point of order; speak to the issue at hand. You do not get to impugn the motives of a Councilmember.

Councilmember Pepper called point of order; confined remarks to the merit of the pending question.

Councilmember Pepper called point of order and stated that the presiding officer does not engage in debate.

Mayor Benson stated according to state law she can engage in debate and called her out of order.

There was Council discussion around this and the hiring of an attorney which is on the agenda.

Councilmember Pepper called point of order and stated we are off the topic which is the agenda.

Councilmember Pepper called point of order and stated Councilmembers don't question other Councilmembers.

There was Council discussion around this.

Councilmember Pepper called point of order and said the Council has its own meeting and its own agenda and this agenda can be passed this evening.

Mayor Benson stated that this is a Council-Mayor meeting per state law so that we can get together to discuss items of business so that you can pass legislation. This meeting has been properly noticed, and your agenda has not been properly noticed and it is out of order.

Councilmember Pepper stated the agenda can be amended by the council on the evening of the meeting and she called for the vote. Councilmember Morgan seconded it.

Councilmember Pepper stated this has been motioned twice.

Mayor Benson called her out of order.

Councilmember Pepper called the question.

Mayor Benson called her out of order.

Councilmember Pepper called point of order and stated this is the Council's meeting. This is our agenda and stated you do not get to tell us what goes on the agenda.

Councilmember Pepper called point of order.

Mayor Benson called her out of order; you cannot put a new substitute agenda.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to suspend the rules and to immediately substitute the council meeting agenda with the one that is distributed now.

Councilmember Pepper called point of order as Councilmember Edelman already spoke to the motion; Councilmember Edelman shared that she made a different motion.

Councilmember Pepper called point of order; and stated Councilmember will be courteous.

Mayor Benson stated again that you can add to my agenda and noted her (Mayor) agenda was published these nine days ahead of time according to the rules with all the packet material.

Councilmember Pepper called point of order; and stated this agenda was not approved.

Mayor Benson stated this agenda has been approved. There are two other Councilmembers. They are also Councilmembers.

Councilmember Pepper called point of order; and said time to call for the vote.

Councilmember Edelman asked about the debate and stated she had her hand raised to make a statement.

Councilmember Pepper called point of order as Councilmember Edelman was discussing the suspension of the rules. Councilmember Pepper stated please do not impugn the motives of Councilmembers.

Councilmember Pepper called point of order; Courtesy.

There was Council discussion around this and Councilmember Morgan discussed the new Council rules stating the agenda needs to be approved by the Mayor Pro-Tem and Council President. She also discussed the process for getting items on the agenda.

Councilmember Pepper called point of order.

Mayor Benson stated you didn't publish your agenda according to your own rules. You have violated your own rules.

Councilmember Pepper asked the Presiding Officer for the floor.

Councilmember Pepper stated it is time to call for the vote; the motion has been made and seconded.

Mayor Benson stated "your agenda is illegal" and we are not calling for a vote.

Councilmember Pepper called point of order; stated "then we will have to call for the vote ourselves".

Councilmember Deady stated we can go through unfinished business and that items that are still in committee should be discussed at Council.

Councilmember Pepper stated "the approved agenda was not noticed". "This is a substitute agenda". "The motion has been made and seconded".

Mayor Benson stated her approved agenda has been noticed and your agenda has not.

Councilmember Pepper called for the vote.

Mayor Benson stated it is time to move on.

Councilmember Pepper called point of order; there is a motion on the floor. A vote needs to be taken.

Mayor Benson stated we are not going to go by your agenda, it's a violation of your own Council rules.

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Councilmember Morgan responded "No".

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Councilmember Pepper called the roll call vote.

Roll call vote: Councilmember Edelman responded yes she votes with the Mayor, Councilmember Weber responded no, Councilmember Deady responded yes, Councilmember Pepper responded no. Mayor's decision was **overruled**.

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Councilmember Pepper asked the City Clerk to read the original motion.

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Councilmember Pepper asked for roll call vote. The mayor did not call the vote. Councilmember Pepper called the roll call vote.

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Point of order was called by Councilmember Pepper.

No vote was taken on the above motion.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

CONSENT AGENDA:

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to accept the consent agenda. Motion **passed** with all voting in favor (5-0). The consent agenda was approved as follows:

- 1) **Claim Checks** – April 21, 2016 - No. 43375 through No.43432 and EFTs in the amount of \$299,125.05

- 2) **Payroll** – March 31, 2016 - No. 18799 through 18818 and ACH Payments in the amount of \$259,301.19
- 3) **Minutes** – Council Meeting of March 2, 2016

PUBLIC COMMENTS:

Bob Edelman, Black Diamond spoke to Council.

Enumclaw School District representative spoke to Council.

Kevin Esping, Public Works Department spoke to Council.

Matthew House, Teamsters Local 117 spoke to Council.

Robbin Taylor, Black Diamond spoke to Council.

Point of order was called by Councilmember Weber for the Chair to keep the meeting at a respectful level including comments from the public that have not come up to speak.

Mark Hill, Black Diamond spoke to Council.

Judy Carrier, Auburn spoke to Council.

Jason Seth, Black Diamond spoke to Council.

EXECUTIVE SESSION:

A **motion** was made by Councilmember Morgan and **seconded** by Councilmember Edelman to move the executive session up. Motion **passed** with all voting in favor (5-0).

At 7:49 pm Mayor Benson announced an executive session as authorized under RCW 42.30.140(4) to discuss collective bargaining. The executive session is expected to last for 30 minutes. Possible final action may follow the executive session.

A ten minute extension was announced.

Mayor Benson called the meeting back to order at 8:27 pm.

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8) AB16-025A- Resolution Approving Collective Bargaining Agreement with Public Works Unit

A **motion** was made by Councilmember Deady and **seconded** by Councilmember Edelman to adopt resolution number 16-XXXX, the clerk will assign the number at adoption authorizing the Mayor to execute a Collective Bargaining Agreement between the City of Black Diamond and the Teamsters Local Union number 117 Public Works Unit. Motion **passed** with all voting in favor (5-0).

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

4) Claim Check – March 7, 2016 – No. 43294 DKS Associates in the amount of \$10,000

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Morgan to postpone this item until the regular scheduled Council meeting on May 5.

There was Council discussion and the Mayor stated Councilmember Morgan is disparaging one of her staff.

VOTE: Motion **passed** 3-2 (Deady, Edelman).

5) A Resolution approving Legal Services for the City Council and City in connection with Resolution 16-1089 and the Council Rules of Procedure.

Councilmember Pepper read the entire resolution.

Mayor Benson stated you don't need to read the entire resolution.

Councilmember Pepper called point of order and stated she has the floor.

Mayor Benson called her out of order as Councilmember Pepper does not need to read the entire resolution.

Councilmember Pepper stated she has the floor and continued to read the resolution.

Mayor Benson called her out of order and stated she will need to quit or leave the room.

Councilmember Pepper stated she has the floor.

Mayor Benson called her out of order. Again asked her to quit or leave the room. She stated all she needs to read is the title; we don't need to hear the entire item.

Councilmember Pepper continued to read the resolution.

Mayor Benson called her out of order.

Councilmember Pepper stated she has the floor.

Mayor Benson noted to Councilmember Pepper on the Roberts Rules of Order the Mayor is the Chair.

Councilmember Pepper stated she has the floor.

Mayor Benson stated if this is your first reading, you only need to read the title.

There was Council discussion around this.

Councilmember Pepper continued to read the resolution and stated we need to suspend the rules around this.

Councilmember Deady called point of order and stated we need to take a vote to suspend the rules.

A **motion** was made by Councilmember Pepper and was **seconded** by Councilmember Morgan to suspend the rules in order to read the rest of this.

Mayor Benson called her out of order.

Mayor Benson stated to Councilmember Pepper she can leave the meeting.

Mayor Benson called her out of order.

Councilmember Pepper continued to state she has the floor and further stated she (Mayor) does not get to interrupt when she (Pepper) has the floor.

Mayor Benson told her for first reading, you just read the title.

Councilmember Pepper continued to read the resolution.

Mayor Benson called a recess and cleared the room at 8:40 p.m.

Mayor Benson called the meeting back to order at 8:46 p.m.

A **motion** was made by Councilmember Pepper and was **seconded** by Councilmember Morgan to appeal the decision of the chair.

Mayor Benson stated she doesn't think you can appeal the decision of the chair.

A **motion** was made by Councilmember Pepper and was **seconded** by Councilmember Morgan to suspend the rules and adopt this motion right now.

Councilmember Weber noted this was two motions running together. He requested that Councilmember Pepper restate her motion to suspend the rules.

A **motion** was made by Councilmember Pepper and was **seconded** by Councilmember Weber to suspend the rules.

VOTE: 3-2 **motion** passed 3-2 (Edelman, Deady)

Councilmember Pepper continued to read the entire resolution.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to pass this resolution.

There was Council discussion around this.

Councilmember Deady asked Councilmember Pepper when the contract was signed with the law firm and asked about the hourly rate.

Councilmember Pepper called point of order for continuous questioning of a fellow Councilmember.

Discussion continued.

Councilmember Morgan read a statement.

Discussion continued.

Councilmember Weber called point of order as Councilmember Morgan has the floor.

Councilmember Morgan stated she knows you haven't read the contract and stated they couldn't answer questions about the law firm because it was a conflict of interest due to they are contracting to be and in this contract you will see when you read it, they are contracting to be the lawyer not even for the whole Council, but for us (Morgan, Weber, Pepper).

Councilmember Edelman called for order.

Councilmember Pepper called point of order; please do not impugn the motive of the fellow Councilmembers in reaction to questions around resolutions in committee.

Councilmember Pepper called point of order; courtesy.

Councilmember Edelman stated she has the floor and continued with her comments around items that are still in committee.

Councilmember Pepper called point of order for Councilmember Deady saying things that might not be true about the law firm and the representation of the three councilmembers.

Councilmember Weber stated he has the floor. He further stated that since December it's no surprise there has been issues with legal representation with the city. He noted we are

hampered in committee meetings because the Mayor doesn't recognize committee meetings. Therefore, they have to do more research on their own, which takes more time.

Mayor Benson stated you are not even following your own council rules, she noted that her staff has been here thirteen hours today. You cannot make a motion to get stuff moving and not following your own council rules.

Councilmember Pepper stated she believes there is a motion on the floor and a second.

VOTE: Motion passed 3-2 (Edelman, Deady)

6) Resolution approving Interim Legal Services for the City

Mayor Benson stated you cannot hire an interim attorney; you do not have the authority.

Councilmember Pepper presented this item and read the resolution.

There was Council discussion around this.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to approve a resolution of the City of Black Diamond, King County Washington approving interim legal services for the City.

VOTE: Motion passed 3-2 (Edelman, Deady)

Censure of Councilmember Erika Morgan

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to officially censure Councilmember Morgan.

She stated she has a packet for all the Councilmembers that includes correspondence.

There was Council discussion around this.

VOTE: Motion failed 2-3 (Pepper, Weber, Morgan)

DEPARTMENT REPORTS:

MAYOR'S REPORT:

Mayor Benson reported that the claim check for DKS was moved to May 5. We have a resolution for the Department of Ecology that has been there since February and now the grant amount has been reduced down to \$25,000 because you didn't accept the grant. We have a resolution confirming the Mayors appointment to the Civil Service Commission from January. We have a resolution for payment for BHC for building services. We have a resolution for collective bargaining which you did approve tonight and a resolution approving DKS. She noted all paperwork is here and if any of you would like to suspend the

rules and introduce any of these items that are very important to the City, it would greatly be appreciated.

Mayor Benson asked if they have any Department Reports as it was left off their agenda.

Councilmember Pepper stated there was none on the agenda.

Mayor Benson stated that as part of her Mayor's report she wants her staff to get up and speak. She called on Ms. Kincaid to speak.

9) AB16-026A-Resolution Approving an Agreement with DKS

Community Development Director Kincaid discussed AB16-026A – Resolution approving an agreement with DKS. She spoke to the high level of concern regarding the school project. She discussed a contract brought forward at the April 7 meeting and also commented on the ILA agreement with Maple Valley and Covington having troubles with capacity and it's in the best interest to look forward and approve the agreement with the new building official. She noted the fee structure being fair and a benefit of the taking of permits out. She noted the City is required by law to have a building official. She discussed her role with the DKS and BergerABAM contract and also noted that the DKS services being rendered.

Mayor Benson called on Public Work Director Boettcher to speak.

5) AB16-016A-Resolution Accepting Dept. of Ecology Grant for 2015-2017 Stormwater Capacity Grant.

10) AB16-028 – Resolution Authorizing a Conservation Grant Agreement with Puget Sound Energy for the LED Streetlight Conversion Project.

11) AB16-029-Resolution Authorizing Water Quality Grant Agreement with King County for the North Commercial Stormwater Treatment Facility Project.

Public Works Director Boettcher spoke on the above three grants he is trying to get through Council. He noted receiving a letter on Tuesday regarding the Stormwater Capacity Grant being reduced to \$25,000 from \$50,000. The letter indicated since May 2015, revenues in state budget have fallen by \$92 million and the legislature reduced funding for contracts where work was not yet finalized. Mr. Boettcher passed out the letter. With the state cutback he thinks the city will not be able to fund a contractor to look at barriers to Low Impact Development; the remainder of the \$25,000 would be purely to offset expenses for activities the city has to do anyway.

There was Council discussion around this.

A **motion** was made by Councilmember Deady and **seconded** by Councilmember Edelman to suspend the rules to vote on these three grants (Stormwater Capacity Grant, Puget Sound Energy for LED Streetlight Conversion Project, North Commercial Stormwater Treatment Facility Project) tonight.

There was Council discussion.

Motion **failed** 2-3 (Pepper, Weber, Morgan).

COUNCIL REPORTS:

Councilmember Deady read a verbatim transcript excerpt from the Government Operations Budget Finance Administration meeting. She discussed her job as a Councilmember and meeting with the Finance Director to go over vouchers and being prepared to vote on items that come before Council. She also discussed the Civil Service appointment and the Council's job to confirm the appointment and the courtesy of the Council Committee to let the applicant know the status.

Councilmember Morgan discussed being tasked from the Chair of the Budget Committee to look over the vouchers and supporting documentation and reporting back to Councilmember Weber. She noted had Councilmember Deady attended this meeting with her and she reported the happenings back to Councilmember Weber that would have been a violation of the OPMA. She spoke on the Doctrine of Necessity for the Civil Service Commission.

Councilmember Edelman reminded Council they are legislative not administrative and should not be doing the Mayor's job.

Councilmember Weber discussed having two Budget and Growth Management meetings.

Councilmember Pepper discussed that the Association of Washington Cities has a booklet out regarding "Whose meeting is it anyway?". She read an excerpt from the booklet. She discussed that the Maple Valley Council gave permission for a disk golf course to go up somewhere in Maple Valley and wondered if we (Black Diamond) can be a destination for certain things. She noted we should try to get in on tourism dollars and think about things that people would stop by and spend their dollars locally.

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Bob Edelman, Black Diamond spoke to Council.

Robbin Taylor, Black Diamond spoke to Council.

ADJOURNMENT:

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to adjourn the meeting. Motion **passed** with all voting in favor (5-0).

The meeting ended at 10:25 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

DRAFT

BLACK DIAMOND CITY COUNCIL MINUTES

April 21, 2016

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, Morgan, Edelman, Weber, and Pepper.

ABSENT: None

Staffs present: Jamey Kiblinger, Police Chief; Seth Boettcher, Public Works Director; Barbara Kincaid, Community Development Director; Peter Altman, City Labor Attorney, and Brenda L. Martinez, City Clerk.

A **motion** was made by Councilmember Pepper and would like to move immediately to substitute the Council meeting Agenda.

Mayor Benson called her out of order as stating the Mayor's submitted her agenda nine days before the meeting and this one was not submitted until Friday.

Councilmember Pepper further stated that council has the right to its own agenda and that agenda is the one that she was presenting now and that it has been denied public notice. She stated she needs a second. ~~Councilmember Morgan seconded the motion.~~

The motion was **seconded** by Councilmember Morgan.

Councilmember Pepper spoke to her motion. She stated the mayor had posted the wrong agenda to the website. Pepper stated she had asked the Council to hold a Special Meeting on Tuesday night the 19th where the Council could vote on the Council agenda for April 21st, adding this would have given people more information sooner about possible council actions for tonight. She referenced RCW 42.30.080 and public notice should have been issued for the meeting on the 19th. She stated we have been through this before and we need the proper Council agenda. Councilmember Pepper called the question

Councilmember Edelman stated we need to have a debate about this.

Mayor Benson called Pepper out of order.

Councilmember Pepper stated on "called the question" ~~and stated~~ there is no debate.

Mayor Benson stated that is not true, everyone gets one chance to speak.

There was Council discussion.

Councilmember Pepper called point of order, impugning the motives of a Councilmember.

Councilmember Pepper called point of order; speak to the issue at hand. You do not get to impugn the motives of a Councilmember.

Councilmember Pepper called point of order; confined remarks to the merit of the pending question.

Councilmember Pepper called point of order and stated that the presiding officer does not engage in debate.

Mayor Benson stated according to state law she can engage in debate and called her out of order.

There was Council discussion around this and the hiring of an attorney which is on the agenda.

Councilmember Pepper called point of order and stated we are off the topic which is the agenda.

Councilmember Pepper called point of order and stated Councilmembers don't question other Councilmembers.

There was Council discussion around this.

Councilmember Pepper called point of order and said the Council has its own meeting and its own agenda and this agenda can be passed this evening.

Mayor Benson stated that this is a Council-Mayor meeting per state law so that we can get together to discuss items of business so that you can pass legislation. This meeting has been properly noticed, and your agenda has not been properly noticed and it is out of order.

Councilmember Pepper stated the agenda can be amended by the council on the evening of the meeting and she called for the vote. Councilmember Morgan seconded it.

Councilmember Pepper stated this has been motioned twice.

Mayor Benson called her out of order.

Councilmember Pepper called the question.

Mayor Benson called her out of order.

Councilmember Pepper called point of order and stated this is the Council's meeting. This is our agenda and stated you do not get to tell us what goes on the agenda.

Councilmember Pepper called point of order.

Mayor Benson called her out of order; you cannot put a new substitute agenda.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to suspend the rules and to immediately substitute the council meeting agenda with the one that is distributed now.

Councilmember Pepper called point of order as Councilmember Edelman already spoke to the motion; Councilmember Edelman shared that she made a different motion.

Councilmember Pepper called point of order; and stated Councilmember will be courteous.

Mayor Benson stated again that you can add to my agenda and noted her (Mayor) agenda was published these nine days ahead of time according to the rules with all the packet material.

Councilmember Pepper called point of order; and stated this agenda was not approved.

Mayor Benson stated this agenda has been approved. There are two other Councilmembers. They are also Councilmembers.

Councilmember Pepper called point of order; and said time to call for the vote.

Councilmember Edelman asked about the debate and stated she had her hand raised to make a statement.

Councilmember Pepper called point of order as Councilmember Edelman was discussing the suspension of the rules. Councilmember Pepper stated please do not impugn the motives of Councilmembers.

Councilmember Pepper called point of order; Courtesy.

There was Council discussion around this and Councilmember Morgan discussed the new Council rules stating the agenda needs to be approved by the Mayor Pro-Tem and Council President. She also discussed the process for getting items on the agenda.

Councilmember Pepper called point of order.

Mayor Benson stated you didn't publish your agenda according to your own rules. You have violated your own rules.

Councilmember Pepper asked the Presiding Officer for the floor.

Councilmember Pepper stated it is time to call for the vote; the motion has been made and seconded.

Mayor Benson stated “your agenda is illegal” and we are not calling for a vote.

Councilmember Pepper called point of order; stated “then we will have to call for the vote ourselves”.

Councilmember Deady stated we can go through unfinished business and that items that are still in committee should be discussed at Council.

Councilmember Pepper stated “the approved agenda was not noticed”. “This is a substitute agenda”. “The motion has been made and seconded”.

Mayor Benson stated her approved agenda has been noticed and your agenda has not.

Councilmember Pepper called for the vote.

Mayor Benson stated it is time to move on.

Councilmember Pepper called point of order; there is a motion on the floor. A vote needs to be taken.

Mayor Benson stated we are not going to go by your agenda, it’s a violation of your own Council rules.

Councilmember Pepper called point of order, and stated there is a motion on the floor and a vote needs to be taken.

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Councilmember Pepper asked Councilmember Deady “do you vote yay or nay” ?

Councilmember Deady stated she is not going to vote.

Councilmember Pepper stated she is appealing the decision of the Chair. If you agree with the Chair, say yes. She further stated if she doesn't want to vote, it will count as a yes.

Councilmember Deady stated yes she agrees with the Mayor.

Councilmember Pepper asked "Councilmember Morgan?"

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Roll call vote: Councilmember Edelman responded yes she votes with the Mayor, Councilmember Weber responded no, ~~Councilmember Morgan responded no,~~ Councilmember Deady responded yes, Councilmember Pepper responded no. Mayor's decision was **overruled**.

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There was Council discussion around this.

Point of order was called by Councilmember Pepper.

No vote was taken on the above motion.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

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A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to accept the consent agenda. Motion **passed** with all voting in favor (5-0). The consent agenda was approved as follows:

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PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

4) Claim Check – March 7, 2016 – No. 43294 DKS Associates in the amount of \$10,000

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Morgan to postpone this item until the regular scheduled Council meeting on May 5.

There was Council discussion and the Mayor stated Councilmember Morgan is disparaging one of her staff.

VOTE: Motion **passed** 3-2 (Deady, Edelman).

5) A Resolution approving Legal Services for the City Council and City in connection with Resolution 16-1089 and the Council Rules of Procedure.

Councilmember Pepper read the entire resolution.

Mayor Benson stated you don't need to read the entire resolution.

Councilmember Pepper called point of order and stated she has the floor.

Mayor Benson called her out of order as Councilmember Pepper does not need to read the entire resolution.

Councilmember Pepper stated she has the floor and continued to read the resolution.

Mayor Benson called her out of order and stated she will need to quit or leave the room.

Councilmember Pepper stated she has the floor.

Mayor Benson called her out of order. Again asked her to quit or leave the room. She stated all she needs to read is the title; we don't need to hear the entire item.

Councilmember Pepper continued to read the resolution.

Mayor Benson called her out of order.

Councilmember Pepper stated she has the floor.

Mayor Benson noted to Councilmember Pepper on the Roberts Rules of Order the Mayor is the Chair.

Councilmember Pepper stated she has the floor.

Mayor Benson stated if this is your first reading, you only need to read the title.

There was Council discussion around this.

Councilmember Pepper continued to read the resolution and stated we need to suspend the rules around this.

Councilmember Deady called point of order and stated we need to take a vote to suspend the rules.

A **motion** was made by Councilmember Pepper and was **seconded** by Councilmember Morgan to suspend the rules in order to read the rest of this.

Mayor Benson called her out of order.

Mayor Benson stated to Councilmember Pepper she can leave the meeting.

Mayor Benson called her out of order.

Councilmember Pepper continued to state she has the floor and further stated she (Mayor) does not get to interrupt when she (Pepper) has the floor.

Mayor Benson told her for first reading, you just read the title.

Councilmember Pepper continued to read the resolution.

Mayor Benson called a recess and cleared the room at 8:40 p.m.

Mayor Benson called the meeting back to order at 8:46 p.m.

A **motion** was made by Councilmember Pepper and was **seconded** by Councilmember Morgan to appeal the decision of the chair.

Mayor Benson stated she doesn't think you can appeal the decision of the chair.

A **motion** was made by Councilmember Pepper and was **seconded** by Councilmember Morgan to suspend the rules and adopt this motion right now.

Councilmember Weber noted this was two motions running together. He requested that Councilmember Pepper restate her motion to suspend the rules.

A **motion** was made by Councilmember Pepper and was **seconded** by Councilmember Weber to suspend the rules.

VOTE: 3-2 motion passed 3-2 (Edelman, Deady)

Councilmember Pepper continued to read the entire resolution.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to pass this resolution.

There was Council discussion around this.

Councilmember Deady asked Councilmember Pepper when the contract was signed with the law firm and asked about the hourly rate.

Councilmember Pepper called point of order for continuous questioning of a fellow Councilmember.

Discussion continued.

Councilmember Morgan read a statement.

Discussion continued.

Councilmember Weber called point of order as Councilmember Morgan has the floor.

Councilmember Morgan stated she knows you haven't read the contract and stated they couldn't answer questions about the law firm because it was a conflict of interest due to they are contracting to be and in this contract you will see when you read it, they are contracting to be the lawyer not even for the whole Council, but for us (Morgan, Weber, Pepper).

Councilmember Edelman called for order.

Councilmember Pepper called point of order; please do not impugn the motive of the fellow Councilmembers in reaction to questions around resolutions in committee.

Councilmember Pepper called point of order; courtesy.

Councilmember Edelman stated she has the floor and continued with her comments around items that are still in committee.

Councilmember Pepper called point of order for Councilmember Deady saying things that might not be true about the law firm and the representation of the three councilmembers.

Councilmember Weber stated he has the floor. He further stated that since December it's no surprise there has been issues with legal representation with the city. He noted we are hampered in committee meetings because the Mayor doesn't recognize committee meetings. Therefore, they have to do more research on their own, which takes more time.

Mayor Benson stated you are not even following your own council rules, she noted that her staff has been here thirteen hours today. You cannot make a motion to get stuff moving and not following your own council rules.

Councilmember Pepper stated she believes there is a motion on the floor and a second.

VOTE: Motion passed 3-2 (Edelman, Deady)

6) Resolution approving Interim Legal Services for the City

Mayor Benson stated you cannot hire an interim attorney; you do not have the authority.

Councilmember Pepper presented this item and read the resolution.

There was Council discussion around this.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to approve a resolution of the City of Black Diamond, King County Washington approving interim legal services for the City.

VOTE: Motion passed 3-2 (Edelman, Deady)

Censure of Councilmember Erika Morgan

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to officially censure Councilmember Morgan.

She stated she has a packet for all the Councilmembers that includes correspondence.

There was Council discussion around this.

VOTE: ~~Motion failed There was a tie vote 2-3 2 (Pepper, Weber, Morgan) (Councilmember Morgan could not vote). Mayor Benson broke the tie vote with an affirmative vote. Motion passed 3-2 (Pepper, Weber).~~

DEPARTMENT REPORTS:

MAYOR'S REPORT:

Mayor Benson reported that the claim check for DKS was moved to May 5. We have a resolution for the Department of Ecology that has been there since February and now the

grant amount has been reduced down to \$25,000 because you didn't ~~as they did not~~ accept the grant. We have a resolution confirming the Mayors appointment to the Civil Service Commission from January. We have a resolution for payment for BHC for building services. We have a resolution for collective bargaining which you did approve tonight and a resolution approving DKS. She noted all paperwork is here and if any of you would like to suspend the rules and introduce any of these items that are very important to the City, it would greatly be appreciated.

Mayor Benson asked if they have any Department Reports as it was left off their agenda.

Councilmember Pepper stated there was none on the agenda.

Mayor Benson stated that as part of her Mayor's report she wants her staff to get up and speak. She called on Ms. Kincaid to speak.

9) AB16-026A-Resolution Approving an Agreement with DKS

Community Development Director Kincaid discussed AB16-026A – Resolution approving an agreement with DKS. She spoke to the high level of concern regarding the school project. She discussed a contract brought forward at the April 7 meeting and also commented on the ILA agreement with Maple Valley and Covington having troubles with capacity and it's in the best interest to look forward and approve the agreement with the new building official. She noted the fee structure being fair and a benefit of the taking of permits out. She noted the City is required by law to have a building official. She discussed her role with the DKS and BergerABAM contract and also noted that the DKS services being rendered.

Mayor Benson called on Public Work Director Boettcher to speak.

5) AB16-016A-Resolution Accepting Dept. of Ecology Grant for 2015-2017 Stormwater Capacity Grant.

10) AB16-028 – Resolution Authorizing a Conservation Grant Agreement with Puget Sound Energy for the LED Streetlight Conversion Project.

11) AB16-029-Resolution Authorizing Water Quality Grant Agreement with King County for the North Commercial Stormwater Treatment Facility Project.

Public Works Director Boettcher spoke on the above three grants he is trying to get through Council. He noted receiving a letter on Tuesday –regarding the Stormwater Capacity Grant being reduced to \$25,000 from \$50,000. The letter indicated since May 2015, revenues in state budget have fallen by \$92 million and the legislature reduced funding for contracts where work was not yet finalized. Mr. Boettcher passed out the letter. With the state cutback he thinks the city will not able to fund a contractor to look at barriers to Low Impact Development; the remainder of the \$25,000 would be purely to offset expenses for activities the city has to do anyway.

There was Council discussion around this.

A **motion** was made by Councilmember Deady and **seconded** by Councilmember Edelman to suspend the rules to vote on these three grants (Stormwater Capacity Grant, Puget Sound Energy for LED Streetlight Conversion Project, North Commercial Stormwater Treatment Facility Project) tonight.

There was Council discussion.

Motion **failed** 2-3 (Pepper, Weber, Morgan).

COUNCIL REPORTS:

Councilmember Deady read a verbatim transcript excerpt from the Government Operations Budget Finance Administration meeting. She discussed her job as a Councilmember and meeting with the Finance Director to go over vouchers and being prepared to vote on items that come before Council. She also discussed the Civil Service appointment and the Council's job to confirm the appointment and the courtesy of the Council Committee to let the applicant know the status.

Councilmember Morgan discussed being tasked from the Chair of the Budget Committee to look over the vouchers and supporting documentation and reporting back to Councilmember Weber. She noted had Councilmember Deady attended this meeting with her and she reported the happenings back to Councilmember Weber that would have been a violation of the OPMA. She spoke on the Doctrine of Necessity for the Civil Service Commission.

Councilmember Edelman reminded Council they are legislative not administrative and should not be doing the Mayor's job.

Councilmember Weber discussed having two Budget and Growth Management meetings.

Councilmember Pepper discussed that the Association of Washington Cities has a booklet out regarding "Whose meeting is it anyway?". She read an excerpt from the booklet. She discussed that the Maple Valley Council gave permission for a disk golf course to go up somewhere in Maple Valley and wondered if we (Black Diamond) can be a destination for certain things. She noted we should try to get in on tourism dollars and think about things that people would stop by and spend their dollars locally.

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Bob Edelman, Black Diamond spoke to Council.

Robbin Taylor, Black Diamond spoke to Council.

ADJOURNMENT:

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Dedy to adjourn the meeting. Motion **passed** with all voting in favor (5-0).

The meeting ended at 10:25 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Award a construction contract for the Citywide Emergency Pothole Repair and Road Maintenance project	Agenda Date: June 15, 2017	
	AB17-042	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): To be determined	Public Works – Seth Boettcher	X
Fund Source: TIB grant, street funds	Court – Stephanie Metcalf	
Timeline: Work must be complete by August 31, 2017		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Request for Bids; Small Works Contract; Special Provisions; List of Contractors		
<p>SUMMARY STATEMENT: Councilmembers Deady and Edelman have placed this item on the agenda.</p> <p>Public Works staff received a grant from the Transportation Improvement Board in the amount of \$50,000 for emergency pothole repairs and street maintenance. All work under this grant must be complete by August 31, 2017.</p> <p>This project has been sent out to contractors that perform asphalt pavement and minor repairs on the City's Small Works Roster. Bids will be received on June 20th. To give the lowest responsive bidder enough time to meet the August 31 deadline, this contract would need to be awarded at the July 6th Council meeting.</p> <p>The attached Request for Bids has a list of all the repair locations as well as maps to show the locations. Locations on Schedule A are all reimbursable by the grant up to \$50,000 with a City match of 10%. Locations on Schedule B are not eligible for the grant but are identified locations that could use some work (around utility manholes, lids, catch basins, etc.).</p> <p>FISCAL NOTE (Finance Department): The City budgets \$30,000 each year for this type of work. This budgeted amount will be used for the match requirement under Schedule A and for all costs under Schedule B. Current estimates have this amount at about \$12,000. Because this was unanticipated revenue, this expenditure is not in the budget. The Council will need to appropriate the funds and process a budget amendment at the end of the year.</p>		

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to appropriate \$_____ (to be determined by the bid) for street repairs and award a construction contract to the lowest responsive bidder at the July 6, 2017 City Council meeting.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 15, 2017		

REQUEST FOR BIDS FOR CITYWIDE EMERGENCY POTHOLE REPAIR AND ROAD MAINTENANCE PROJECT CITY OF BLACK DIAMOND

The City is requesting asphalt patching work for hot mix asphalt patches throughout the City of Black Diamond. Work will also include the raising of utility lids. The City is requesting unit price bids for each category of work as defined in the attached bid proposal form/Scope of Work.

The cut and patch marks on the streets delineate the intended failed pavement removal only as measured longitudinally along the roadway and are not meant to delineate patch width. The City will freshen the patch delineation striping on the roadway after award of the project (see Plans). The plans show approximate locations of each patch location.

Small Works Roster bids must be turned into Scott Hanis in the Community Development Building, located at 24301 Roberts Drive, Black Diamond, WA 98010, by 3:00 pm on Tuesday, June 20, 2017. Hard copy bids must be signed. E-mailed bids will also be accepted. E-mailed bids must be submitted in pdf form and contain a signature. If the apparent low bidder submitted an electronic bid, the bidder must provide a signed paper copy prior to notice of award. E-mailed bids shall be sent to and received by Scott Hanis: shanis@blackdiamondwa.gov by 3:00 pm at the time stated above. The City will not accept late e-mail submittals or those delayed due to file sizes or incorrect e-mail addresses. An acknowledgment that the bid was received will be sent via e-mail. All contract documents, plans, specifications, and addenda will be published on the City's Small Works page on the City's website:

http://ci.blackdiamond.wa.us/Depts/PubWorks/works_roster.html.

Invitations to bid will be sent to all contractors registered on the City's Small Works Roster located at <http://www.mrscrosters.org> under the category of "Roadway Construction, Repair, and Maintenance" and sub-category of "Asphalt Pavement Minor Repairs" at the time of advertisement. Bids will also be accepted from contractors registered on the Small Works Roster at the time of bid closing.

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

REQUEST FOR BIDS

CITY OF BLACK DIAMOND

Citywide Emergency Pothole Repair and Road Maintenance Project

BID FORM, SCOPE OF WORK, AND SPECIAL PROVISIONS

The City of Black Diamond is hereafter referred to as “the City.”

1. The undersigned hereby certifies that he/she has examined the locations of the patching as outlined in the bid documents for the City of Black Diamond Citywide Emergency Pothole Repair and Road Maintenance Project and is familiar with the local conditions at the location of the work to be done, and has read and thoroughly understands the work that the City requires to be completed, the Contract governing the work and the method by which payment will be made for said work in accordance with the City Contract at the proposed bid prices contained herein.
2. The bid will be evaluated by the sum of the total of the bids for the 5 categories of work on Schedule A and 5 categories of work on Schedule B.

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

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

3. It is agreed that this bid may not be withdrawn within a period of sixty (60) days after the date set for the opening thereof.
4. In accordance with this bid and the City Contract, the undersigned further agrees to so plan the work and to prosecute it with such diligence that said work shall be commenced within ten (10) days after issuance of a notice to proceed.
5. Receipt of the following Addenda to the Plans and/or Specifications is hereto acknowledged:

Addendum

<u>No.</u>	<u>Addendum Receipt Date</u>	<u>Signed Acknowledgement</u>
1.	_____	_____
2.	_____	_____

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

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

SCHEDULE A					
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	QTY	TOTAL
A1	Mobilization \$ _____ Per LS Unit Price in Words	LS	\$ _____	1	\$ _____
A2	Project Temporary Traffic Control \$ _____ Per LS Unit Price in Words	LS	\$ _____	1	\$ _____
A3	Removing Asphalt Concrete Pavement, Incl. Haul \$ _____ Per SY Unit Price in Words	SY	\$ _____	580	\$ _____
A4	HMA Cl. ½ In. PG 64-22 for Pavement Patch \$ _____ Per TON Unit Price in Words	TON	\$ _____	90	\$ _____
A5	Paint Line \$ _____ Per LF Unit Price in Words	LF	\$ _____	115	\$ _____
TOTAL AMOUNT SCHEDULE A					\$ _____

SCHEDULE B					
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	QTY	TOTAL
B1	Mobilization \$ _____ Per LS Unit Price in Words	LS	\$ _____	1	\$ _____
B2	Project Temporary Traffic Control \$ _____ Per LS Unit Price in Words	LS	\$ _____	1	\$ _____
B3	Removing Asphalt Concrete Pavement, Incl. Haul \$ _____ Per SY Unit Price in Words	SY	\$ _____	20	\$ _____
B4	HMA Cl. ½ In. PG 64-22 for Pavement Patch \$ _____ Per TON Unit Price in Words	TON	\$ _____	5	\$ _____
B5	Raise Utility Lid to Grade \$ _____ Per EA Unit Price in Words	EA	\$ _____	2	\$ _____
TOTAL AMOUNT SCHEDULE B					\$ _____

BID SUMMARY	
Total Schedule A	\$
Total Schedule B	\$
BID TOTAL	\$

Bidder _____

Date _____

Contractor's License No. _____

Contractor's Washington UBI No. _____

By _____
Authorized Official

Address:

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

REPAIR LOCATIONS & APPROXIMATE DIMENSIONS

NOTE: Patch limits will be marked in the field. Locations and quantities are approximated on the list below as well as on the maps to follow:

Schedule A

Site #	Street	Limits	Length (ft)	Width (ft)	Depth (in)	Sq Feet
1	Terrace Pl.	South of Morgan St.	17	10	2	170
2	Terrace Pl.	South of Morgan St.	30	7	2	210
3	Terrace Pl.	South of Morgan St.	33	10	2	330
4	Terrace Pl.	South of Morgan St.	10	5	2	50
5	Abrams Ave.	At Mason St.	10	6	6	60
6	Mason St.	West of Abrams Ave.	8	5	2	40
8	Mason St.	West of Abrams Ave.	6	5	2	30
9	Hyde Ave.	South of Mason St.	3	3	2	9
10	Morgan St.	Between Abrams Ave. & Railroad Ave.	50	5	4	250
11	Morgan St.	Between Abrams Ave. & Railroad Ave.	10	6	4	60
12	Morgan St.	Between Abrams Ave. & Railroad Ave.	25	5	4	125
13	Morgan St.	Between Abrams Ave. & Railroad Ave.	5	4	4	20
14	Newcastle Dr.	At McKay Ln.	15	9	2	135
15	Newcastle Dr.	At McKay Ln.	17	10	2	170
16	Newcastle Dr.	At McKay Ln.	8	3	2	24
17	Newcastle Dr.	At McKay Ln.	20	12	2	240
18	Newcastle Dr.	West of McKay Ln.	11	5	2	55
19	Newcastle Dr.	West of McKay Ln.	10	3	2	30
20	Newcastle Dr.	West of McKay Ln.	40	5	2	200
21	Newcastle Dr.	West of McKay Ln.	7	5	2	35
22	Newcastle Dr.	West of McKay Ln.	39	5	2	195
23	Newcastle Dr.	West of McKay Ln.	20	5	2	100
24	Newcastle Dr.	West of McKay Ln.	10	10	2	100
25	228 th Ave. SE	At SE 307 th Pl.	35	3	4	105
27	SE 298 th St.	Between 224 th Ave. & 225 th Ave.	3	3	2	9
28	SE 298 th St.	Between 224 th Ave. & 225 th Ave.	4	3	2	12
29	SE 298 th St.	Between 224 th Ave. & 225 th Ave.	6	6	2	36
30	SE 298 th St.	Between 224 th Ave. & 225 th Ave.	3	3	2	9
31	SE 298 th St.	Between 224 th Ave. & 225 th Ave.	18	9	3	162
32	SE 298 th St.	Between 225 th Ave. & 226 th Ave.	11	6	2	66
33	SE 298 th St.	Between 225 th Ave. & 226 th Ave.	10	6	2	60
34	SE 288 th St.	At 224 th Ave.	7	4	4	28
35	SE 291 st St.	West of 232 nd Ave.	18	4	3	72
36	232 nd Ave. SE	Between SE 293 rd Pl. & 234 th Ave. SE	5	3	2	15
37	232 nd Ave. SE	Between SE 293 rd Pl. & 234 th Ave. SE	24	3	2	72
38	232 nd Ave. SE	Between SE 293 rd Pl. & 234 th Ave. SE	3	3	2	9
39	232 nd Ave. SE	Between SE 293 rd Pl. & 234 th Ave. SE	5	4	2	20
40	232 nd Ave. SE	Between SE 293 rd Pl. & 234 th Ave. SE	19	10	3	190
41	232 nd Ave. SE	Between SE 293 rd Pl. & 234 th Ave. SE	12	8	2	96
42	232 nd Ave. SE	Between SE 293 rd Pl. & 234 th Ave. SE	37	4	3	148

Site #	Street	Limits	Length (ft)	Width (ft)	Depth (in)	Sq Feet
43	232 nd Ave. SE	Between SE 293 rd Pl. & 234 th Ave. SE	33	5	3	165
44	232 nd Ave. SE	Between SE 293 rd Pl. & 234 th Ave. SE	27	6	2	162
45	232 nd Ave. SE	Between SE 293 rd Pl. & 234 th Ave. SE	7	4	2	28
46	232 nd Ave. SE	Between SE 293 rd Pl. & 234 th Ave. SE	5	4	2	20
47	232 nd Ave. SE	Between SE 293 rd Pl. & 234 th Ave. SE	13	3	2	39
48	232 nd Ave. SE	Between SE 293 rd Pl. & 234 th Ave. SE	20	7	2	140
49	232 nd Ave. SE	Between SE 293 rd Pl. & 234 th Ave. SE	5	5	2	25
50	232 nd Ave. SE	Between SE 293 rd Pl. & 234 th Ave. SE	10	7	3	70
51	232 nd Ave. SE	Between SE 293 rd Pl. & 234 th Ave. SE	16	6	2	96
52	232 nd Ave. SE	Between SE 293 rd Pl. & 234 th Ave. SE	8	4	2	32
53	232 nd Ave. SE	Between SE 293 rd Pl. & 234 th Ave. SE	45	3	3	135
54	232 nd Ave. SE	Between SE 293 rd Pl. & 234 th Ave. SE	11	4	2	44
55	232 nd Ave. SE	Between SE 293 rd Pl. & 234 th Ave. SE	4	3	2	12
56	232 nd Ave. SE	Between SE 293 rd Pl. & 234 th Ave. SE	12	3	2	36
57	Abrams Ave.	South of Morgan St.	55	6	4	330
58	Abrams Ave.	South of Morgan St.	9	6	4	54
59	Abrams Ave.	South of Morgan St.	7	5	4	35

Schedule B

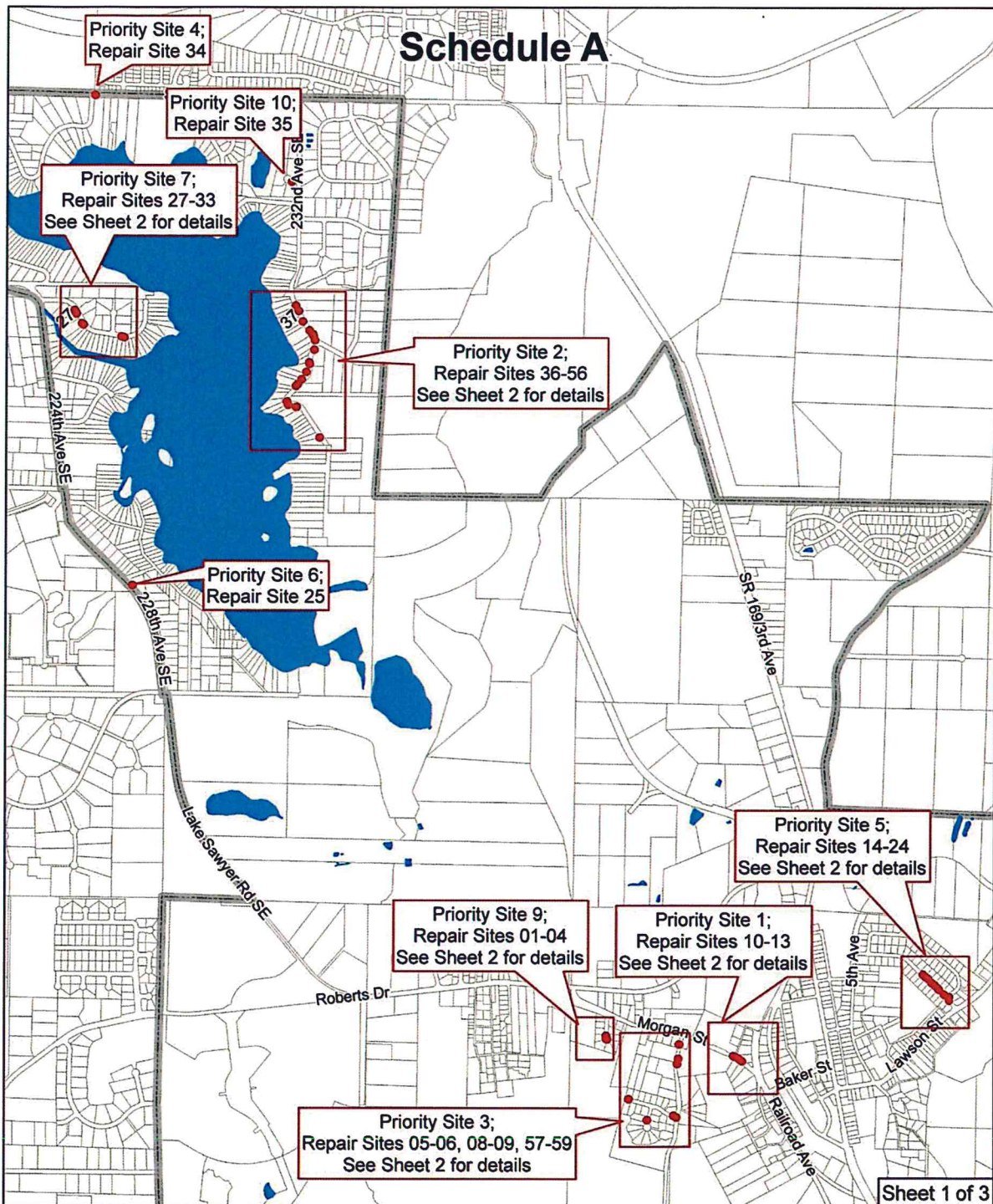
Site #	Street	Limits	Length (ft)	Width (ft)	Depth (in)	Sq Feet
^7	Terrace Pl.	South of Morgan St.	17	10	2	170
26	224 th Ave.	SE 300 th St.	30	7	4	210
60	Morgan St.	Between Abrams Ave. & Railroad Ave.	3	3	4	9
*61	Morgan St.	Between Abrams Ave. & Railroad Ave.	4	3	4	12
*62	Morgan St.	Between Abrams Ave. & Railroad Ave.	4	3	4	12
63	Morgan St.	Between Abrams Ave. & Railroad Ave.	6	3	4	18
64	Morgan St.	Between Abrams Ave. & Railroad Ave.	3	3	4	9
65	Morgan St.	Between Abrams Ave. & Railroad Ave.	4	3	4	12
66	Railroad Ave.	In front of Black Diamond Bakery	4	3	4	12

^Crushed rock may be necessary to level under hole. See picture below

*Raise lid

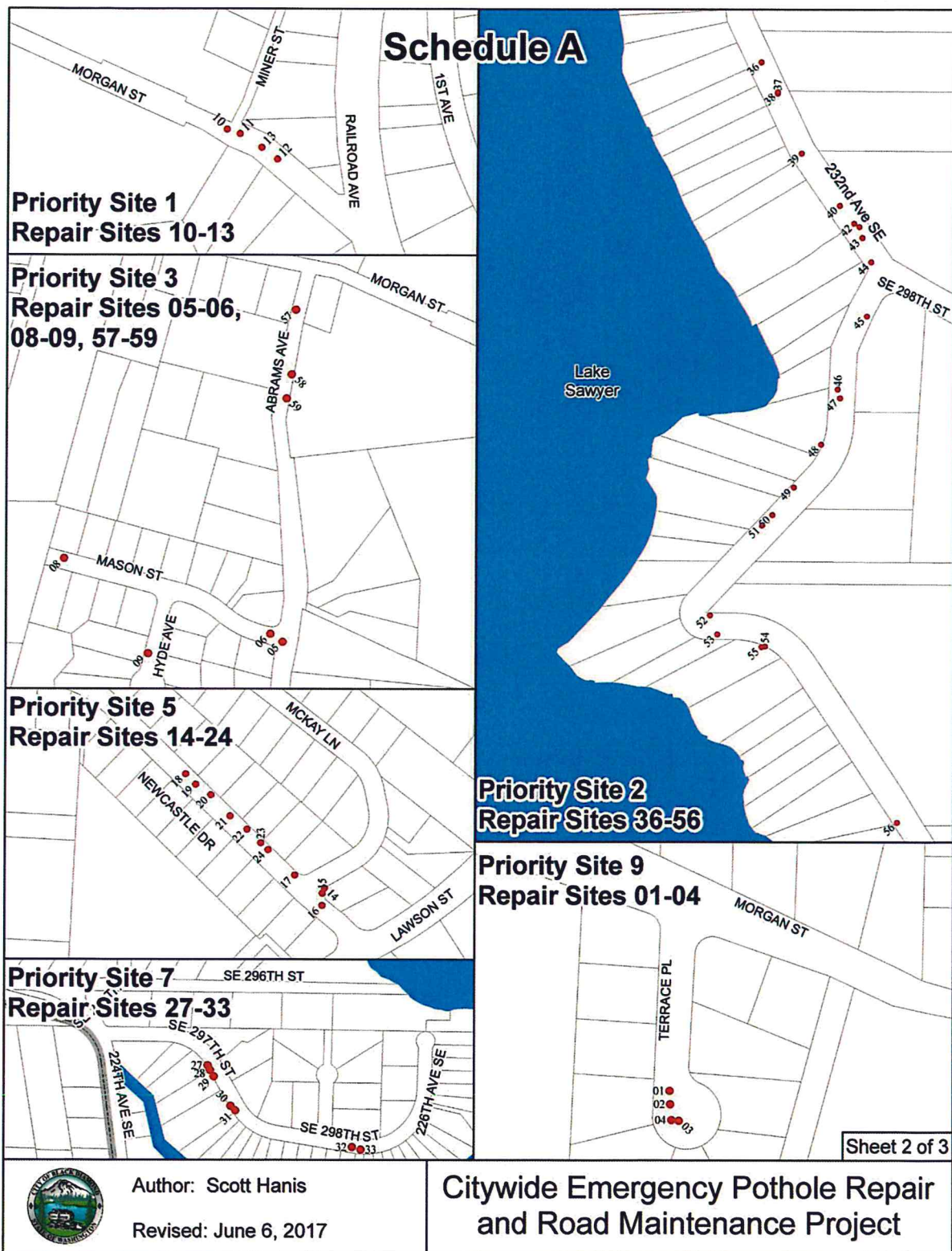
Site 7:





Author: Scott Hanis
Revised: June 6, 2017

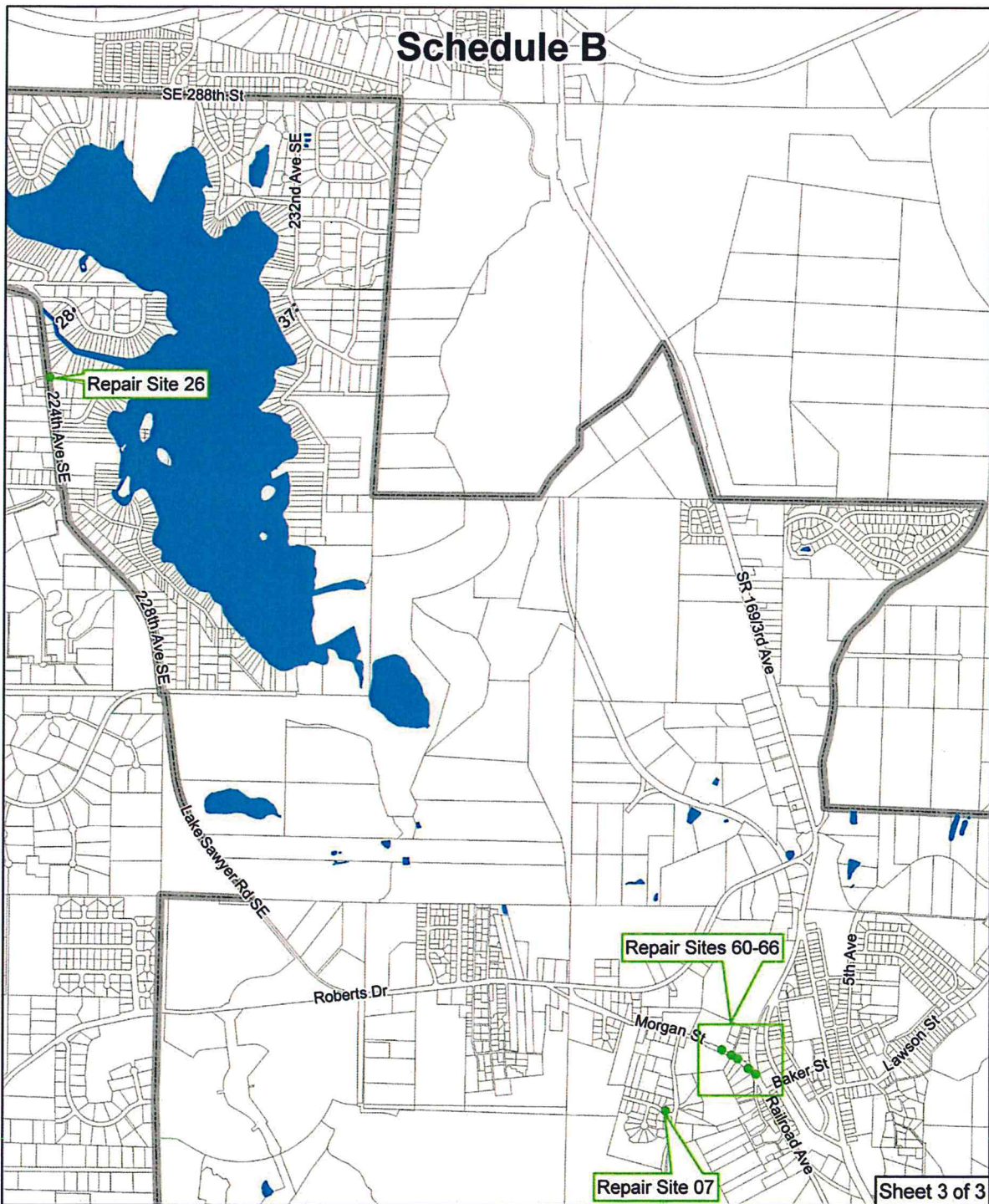
Citywide Emergency Pothole Repair and Road Maintenance Project



Author: Scott Hanis
Revised: June 6, 2017

Citywide Emergency Pothole Repair
and Road Maintenance Project

Schedule B



Author: Scott Hanis

Revised: June 6, 2017

**Citywide Emergency Pothole Repair
and Road Maintenance Project**

CITY OF BLACK DIAMOND

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

PUBLIC WORKS CONTRACT SMALL WORKS

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

2017 Emergency Pothole Repair and Road Maintenance 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: Scott Hanis
Phone: (360) 886-5700 ext. 5713
Fax: (360) 886-2592

CONTRACTOR:

Tax ID # _____
Contact: _____
Phone: (____) _____
Fax: (____) _____

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

6, 2017. 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. August 31, 2017 shall be the deadline for completion of all work in accordance with the terms and conditions of the Contract. The contract will stay in full force and effect until all obligations of the contract are satisfied.

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

A. *In general.*

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

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

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

B. *Work Performance.*

- (1) Prevailing wages. Contractor shall pay prevailing wages, as that term is defined under the laws of the State of Washington, for all work performed on this Project by Contractor and by Contractor's employees, agents and subcontractors. Contractor is fully responsible for prevailing wage compliance.
For reference only, and without relieving any Contractor responsibility, the City notes the State of Washington prevailing wage rates for public works projects located in King County may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this Project, the applicable effective date for prevailing wages for this Project is June 8, 2017. A copy of prevailing wage rates are also available for viewing at the office of the City, 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.

- (2) Notice to City. Minimum 24-hours prior notice shall be given to the City's Department of Public Works prior to commencement of work under this Contract.
- (3) Approved Plans & Specifications to be followed. All work is to be performed to the City's satisfaction and in compliance with the Contract Documents listed in section 6.A(3) above, unless such requirements or specifications are expressly amended in writing by the City.
- (4) Schedule of Work to be followed. The project shall be completed by August 31, 2017. Contractor shall diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with any Schedule of Work agreed to by the Parties, and shall make all reasonable efforts to complete the work in a timely manner.
- (5) Duty to Correct. Contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract. The Contractor shall bear the cost of correcting such rejected work. If the Contractor fails to correct nonconforming work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.
- (6) Project Administration/Notice to Proceed. The Public Works Director, or his or her designee, shall administer this Contract and shall have all authority provided for the City under this Contract including all project approvals, including change orders. Contractor shall not commence work until Notice to Proceed has been given by the City. All work performed under this Contract will be monitored and inspected by the Public Works Director or his or her designee, and accepted by same.

C. Non-Discrimination.

- (1) Contractor, Contractor's officers and employees, and its subcontractors and agents, shall not discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age, disability, or other condition prohibited by federal, state, or local law or ordinance, except where the condition constitutes a bona fide occupational qualification under law.
 - (2) Any violation of this Section shall be a material breach of this Contract and grounds for immediate cancellation, termination, or suspension of the Contract by the City, in whole or in part, and may result in Contractor being ineligible to perform further work for the City.
7. **Compensation.** Compensation shall be by Unit Price for each of the 5 categories of work in Schedule A and each of the categories of work in Schedule B as defined in the attached Bid Form/Scope of Work at the bid amounts.

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

Rule 171 (WAC 458-20-171) and its related rules apply to this project.

8. Payment

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

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

Initial: _____ (Contractor)

- 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

CONTRACTOR

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Office of the City Attorney

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Corp. officer signature (not contract signer)

Printed

Title

State of _____

County of _____

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

Subscribed and sworn to before me this _____ day of _____,
20_____

Notary Public (Signature)

Notary Public (Print)
My commission expires _____

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

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

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

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

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

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

Contractor Signature

Date

**CITY OF BLACK DIAMOND
PERFORMANCE BOND**

Surety Bond #: _____
DATE POSTED: _____
PROJECT COMPLETION DATE: _____

RE: Subdivision/Plat/Name: _____
Owner/Developer/Contractor: _____
Project Address: _____

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

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

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

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

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

A. Conditions.

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

2. The Principal must construct the improvements to conform to the design, location, materials and other specifications for the indicated site improvements, as required by the City in the above-referenced City file. In addition, the Principal must construct the improvements according to the applicable ordinances and standards of the City and/or state statutes, as the same now exist or are hereafter amended.
3. The Principal must have completed all improvements required by the above-referenced conditions, plans and City file within _____ which time period shall begin to run from the earlier of _____ unless an extension is granted by the City.
4. The Principal must have paid all sums owing to laborers, contractors, mechanics, subcontractors, materialmen and suppliers or others as a result of such work for which a lien against any City property has arisen or may arise.
5. The Principal must obtain acceptance by the City of the work completed, all on or before thirty (30) days after the completion date set forth in paragraph 3 above.

B. Default.

1. If the Principal defaults and does not perform the above conditions within the time specified, then the Surety shall, within twenty (20) days of demand of the City, make a written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

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

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

- C. Corrections. Any corrections required by the City shall be commenced within seven (7) days of notification by the City and completed within thirty (30) days of the date of

notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section B above.

- D. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The surety waives notice of any such change, extension, alteration or addition thereunder.
- E. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in King County Superior Court.
- F. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and a bond guaranteeing maintenance of all improvements for a period of twenty-four (24) months from acceptance has been submitted to the City in an amount to be determined by the City Engineer, in a form suitable to the City and until released in writing by the City.

DATED this _____ day of _____, 201__.

SURETY COMPANY
(Signature must be notarized)

DEVELOPER/OWNER
(Signature must be notarized)

By: _____
Its _____

By _____
Its _____

Print Name: _____

Print Name: _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CITY OF BLACK DIAMOND

By: _____
Its: _____

Date: _____

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

APPROVED AS TO FORM:

Office of the City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

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

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

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: _____

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

STATE OF WASHINGTON)
) ss.
COUNTY OF)

Dated: _____

(print or type name)

(For Surety Company)
STATE OF WASHINGTON)
) SS.
COUNTY OF)

Dated: _____

Performance Bond – Surety

**CITY OF BLACK DIAMOND
MAINTENANCE BOND**

Surety Bond #: _____
Date Posted: _____
Expiration Date: _____

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

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

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

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

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

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

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

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

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

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

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

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

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

- E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.
- F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The surety waives notice of any such change, extension, alteration or addition thereunder.
- G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in King County Superior Court.
- H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this ____ day of _____, 2016.

SURETY COMPANY
(Signature must be notarized)

OWNER
(Signature must be notarized)

By: _____
Its _____

By _____
Its _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CITY OF BLACK DIAMOND

By: _____
Mayor

Date: _____

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

APPROVED AS TO FORM:

Office of the City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

- _____ Individual (Form P-1)
- _____ Corporation (Form P-2)
- _____ Surety Company (Form P-2)

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

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

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

(Developer/Owner)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: _____

(print or type name)

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

(Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: _____

(print or type name)

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

INTRODUCTION TO THE SPECIAL PROVISIONS

(*****)

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2016 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the date of the GSP and its source, as follows:

(May 18, 2007 APWA GSP)

(August 7, 2006 WSDOT GSP)

Also incorporated into the Contract Documents by reference are the following documents, regulations, and/or requirements, which shall supersede any conflicting provisions of the Standard Specifications and are made a part of this contract; provided, however, that if any of the following documents, regulations and or requirements are less restrictive than Washington State Law, then the Washington State Law shall prevail.

- City of Black Diamond 2009 Engineering Design and Construction Standards
- Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any
- Standard Plans for Road, Bridge, and Municipal Construction, WSDOT/APWA, current edition

DIVISION 1

GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(March 13, 1995)

This Contract provides for .

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

(January 4, 2016 APWA GSP)

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

Dates

Bid Opening Date

The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Contract Execution Date

The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date

The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date

The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

All references to the terms "State" or "state" shall be revised to read "Contracting Agency" unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to "State Materials Laboratory" shall be revised to read "Contracting Agency designated location".

All references to "final contract voucher certification" shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Business Day

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Bond

The definition in the Standard Specifications for "Contract Bond" applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

Contract Documents

See definition for "Contract".

Contract Time

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Notice of Award

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency's acceptance of the Bid Proposal.

Notice to Proceed

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

Traffic

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

1-02 BID PROCEDURES AND CONDITIONS**1-02.1 Prequalification of Bidders**

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Contract Provisions	2	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	0	Furnished only upon request.

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

1-02.9 Delivery of Proposal

(August 15, 2012 APWA GSP, Option A)

Delete this section and replace it with the following:

Each proposal shall be submitted in a sealed envelope, with the Project Name and TIB Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

As an alternative to the sealed proposal, proposals may be submitted in pdf format to shanis@blackdiamondwa.gov with a signature on the pdf. An apparent low bidder submitting a pdf version shall provide a signed paper copy prior to the City prior to a notice of award.

If the project has FHWA funding and requires DBE Written Confirmation Documents or Good Faith Effort Documentation, then to be considered responsive, the Bidder shall submit with their Bid Proposal, written Confirmation Documentation from each DBE firm listed on the Bidder's completed DBE Utilization Certification, form 272-056A EF, as required by Section 1-02.6.

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids.

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn. Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

1-02.12 Public Opening of Proposals

(May 4, 2012 APWA GSP)

Delete this section and replace it with the following:

Proposals will not be opened and publicly read at the time indicated in the Call for Bids. Bid tabulations will be made available to the public to all bidders and to the public.

1-02.13 Irregular Proposals

(January 4, 2016 APWA GSP)

Delete this section and replace it with the following:

1. A proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidders DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;

- j The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - l. More than one proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
- a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Proposal form entries are not made in ink.

1-02.15 Pre Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

- 1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
- 2. Samples of these materials for quality and fitness tests,
- 3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
- 4. A breakdown of costs assigned to any bid item,
- 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
- 7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

- 1. Be on Contracting Agency-furnished form(s);
- 2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
- 3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify,

defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:

- a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
- b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 Judicial Review
(July 23, 2015 APWA GSP)

Revise this section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

1-04 SCOPE OF THE WORK

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

(March 13, 2012 APWA GSP)

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. Standard Specifications,
7. Contracting Agency's Standard Plans or Details (if any), and
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2) Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic

(January 2, 2012 WSDOT GSP)

Work Zone Clear Zone

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

During nonworking hours equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the Engineer approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10*
40 mph	15
45 to 55 mph	20
60 mph or greater	30

*or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

(*****)

Lane closures are subject to the following restrictions:

During nonworking hours, the Contractor shall maintain one lane of traffic in each direction at all times on all roadways.

During working hours, the Contractor may close the road to all traffic provided that adequate detour signage is installed and detour routes are clearly marked as part of the traffic control plan.

If the Engineer determines the permitted lane closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the lane closure hours.

No lane closures will be allowed on a holiday or holiday weekend, or after 12:00 PM (noon) on a day prior to a holiday or holiday weekend. Holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend.

1-08 PROSECUTION AND PROGRESS

1-08.5 Time For Completion

Section 1-08.5 is supplemented with the following:

(*****)

This project shall be physically completed within 10 working days or by August 31, 2017, whichever comes first.

For the purpose of this contract, a working day is defined as any day (or part of a day) in which any construction activity takes place.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1 General

The first paragraph of Section 1-10.1 is revised as follows:

(*****)

The Contractor shall provide traffic control plans to the Engineer for review and approval. Plans shall be submitted for review no more than 14 calendar days following award of the contract. Notice to Proceed will not be given until the traffic control plans are approved. Plans shall be in accordance with the MUTCD and the WSDOT "Work Zone Traffic Control Guidelines." A minimum of 5 working days will be required for review. Plans will be developed by the Traffic Control Supervisor or a licensed civil engineer. The plans as provided by the Contractor shall include and not be limited to the following information:

- Minimum lane widths provided for vehicular travel.
- Location, legend, and size for all signage.
- Location of flagger stations.
- Lane closure tapers.
- Identification and spacing for traffic control devices
- Identification of detour routes for road closures

The Contractor shall provide flaggers, signs, and other traffic control devices not otherwise specified as being furnished by the Contracting Agency. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations which may occur on highways, roads, streets, sidewalks, or paths. No work shall be done on or adjacent to any traveled way until all necessary signs and traffic control devices are in place.

1-10.2 Traffic Control Management

1-10.2(1) General

Section 1-10.2(1) is supplemented with the following:

(December 1, 2008 WSDOT GSP)

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust

27055 Ohio Ave.

Kingston, WA 98346

(360) 297-3035

Evergreen Safety Council

401 Pontius Ave. N.

Seattle, WA 98109

1-800-521-0778 or

(206) 382-4090

The American Traffic Safety Services Association

15 Riverside Parkway, Suite 100

Fredericksburg, Virginia 22406-1022

Training Dept. Toll Free (877) 642-4637

Phone: (540) 368-1701

1-10.2(2) Traffic Control Plans

The first sentence of Section 1-10.2(2) is replaced with the following:

(*****)

Traffic control plans have not been provided by the Owner. The Contractor shall prepare traffic control plans. Traffic control plans shall be prepared based on the requirements set forth in Sections 1-07.23 and 1-10.1 of these Special Provisions.

END OF DIVISION 1

DIVISION 2
EARTHWORK

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.3 Construction Requirements

2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters

Section 2-02.3(3) is supplemented with the following:

(*****)

Existing pavement shall be saw cut before commencing removal. Pavement shall be removed as required for the construction, and approved by the Engineer. Pavement thickness, type, and extent may vary throughout the project. Removal shall be accomplished by making a neat longitudinal vertical cut along the boundaries of the area to be removed. All cuts shall be continuous, and shall be made with saws specifically equipped for this purpose. No skip cutting will be allowed.

Any pavement, sidewalk, or curb and gutter that is damaged, and not designated for removal as shown on the Plans or preapproved by the Owner, shall be repaired or replaced entirely at the Contractor's expense. The width and location of cuts shall be preapproved by the Engineer before cutting of pavement.

Wheel cutting or jack hammering will not be considered an acceptable means of pavement "cutting," unless preapproved by the Engineer. However, even if preapproved as a method of cutting, or if the Engineer directs the Contractor to utilize this method of cutting, no payment will be made for this type of work; but rather, it shall be considered incidental to the project and as such, included in the various unit prices bid in the Proposal.

Add the following new section:

2-02.3(4) Adjust Existing Utility to Grade

New Section

As shown in the Request for Bids, existing utilities such as manholes and utility lids, shall be raised, as necessary, by the City. The Contractor shall, prior to the beginning of any work, familiarize himself or herself with the existing utility locations. The Contractor shall mark the location of all utilities prior to paving the new surface.

2-02.4 Measurement

Section 2-02.4 is supplemented with the following:

(*****)

"Removing Asphalt Conc. Pavement" will be measured per square yard regardless of depth prior to removal. Only asphalt concrete pavement designated for removal on the Plans, or approved by the Engineer, will be measured for payment.

No separate measurement will be made for saw cutting of any kind.

No separate measurement will be made for marking existing utilities to be raised, as necessary, by the City, except for those specified in the Request for Bids.

2-02.5 Payment

Section 2-02.5 is supplemented with the following:

(*****)

"Removing Asphalt Conc. Pavement", per square yard.

The unit bid price in the Proposal for "Removing Asphalt Conc. Pavement" will be full compensation for the costs of all labor, tools, equipment, and materials necessary or incidental to remove, haul tailings for disposal. Disposal costs will be the responsibility of the Contractor.

All saw cutting shall be considered incidental to other bid items in the Proposal and no additional compensation will be made.

Marking existing utilities to be raised, as necessary, by the City shall be considered incidental to other bid items in the Proposal and no additional compensation will be made.

END OF DIVISION 2

DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS

5-04 HOT MIX ASPHALT

5-04.1 Description

Section 5-04.1 is supplemented with the following:

(*****)

Asphalt concrete pavement shall be used at the following locations on the project:

1. HMA Cl. ½ In., PG 64-22: For all asphalt concrete patch.

5-04.3 Construction Requirements

5-04.3(3)A Material Transfer Device / Vehicle

(January 16, 2014 APWA GSP)

The first paragraph of this section is revised to read:

Additionally, a material transfer device or vehicle (MTD/V) is not required at the Project Site.

5-04.3(7)A2 Statistical or Nonstatistical Evaluation

Delete this section and replace it with the following:

5-04.3(7)A2 Nonstatistical Evaluation

(January 16, 2014 APWA GSP)

Mix designs for HMA accepted by Nonstatistical evaluation shall;

- Be submitted to the Project Engineer on WSDOT Form 350-042
- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2) and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with WSDOT Test Method T 718 or based on historic anti-strip and aggregate source compatibility from WSDOT lab testing. Anti-strip evaluation of HMA mix designs utilized that include RAP will be completed without the inclusion of the RAP.

At or prior to the preconstruction meeting, the contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The proposed mix design indicated on a WSDOT mix design/anti-strip report that is within one year of the approval date
- The proposed HMA mix design submittal (Form 350-042) with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.
- The proposed mix design by a qualified City or County laboratory mix design report that is within one year of the approval date.

The mix design will be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO Material Reference Laboratory (AMRL) program.

At the discretion of the Engineer, agencies may accept mix designs verified beyond the one year verification period with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

5-04.3(8) Mixing

5-04.3(8)A Acceptance Sampling and Testing—HMA Mixture

5-04.3(8)A1 General

(January 16, 2014 APWA GSP)

Delete this section and replace it with the following:

Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation.

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Project Engineer and must be made in accordance with Section 9-03.8(7).

Commercial evaluation may be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. Commercial HMA can be accepted by a contractor certificate of compliance letter stating the material meets the HMA requirements defined in the contract.

5-04.3(8)A4 Definition of Sampling Lot and Sublot

(January 16, 2014 APWA GSP)

Section 5-04.3(8)A4 is supplemented with the following:

For HMA in a structural application, sampling and testing for total project quantities less than 400 tons is at the discretion of the engineer. For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed:

- i. If test results are found to be within specification requirements, additional testing will be at the engineers discretion.
- ii. If test results are found not to be within specification requirements, additional testing as needed to determine a CPF shall be performed.

5-04.3(8)A5 Test Results

(January 16, 2014 APWA GSP)

The first paragraph of this section is deleted.

5-04.3(8)A6 Test Methods
(January 16, 2014 APWA GSP)

Delete this section and replace it with the following:

Testing of HMA for compliance of Va will be at the option of the Contracting Agency. If tested, compliance of Va will be use WSDOT Standard Operating Procedure SOP 731. Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308. Testing for compliance of gradation will be by WAQTC FOP for AASHTO T 27/T 11.

5-04.3(8)A7 Test Section – HMA Mixtures
(March 10, 2010 APWA GSP)
Delete this section.

5-04.4 Measurement

Section 5-04.4 is supplemented with the following:

(*****)

“Crack Sealing” will be an incidental item under HMA Cl. ½ In. PG 64-22 for Pavement Patch.
No separate measurement will be made for crack sealing.

5-04.5 Payment

Section 5-04.5 regarding “Crack Sealing” is deleted and replaced with the following:

(*****)

“Crack Sealing”.

All work for crack sealing, including all labor, tools, equipment, and materials necessary or incidental for sealing around new patches, shall be considered incidental to other bid items in the Proposal and no additional compensation will be made.

5-04.5(1)B Price Adjustments for Quality of HMA Compaction
(January 16, 2014 APWA GSP)

Delete this section and replace it with the following:

The maximum CPF of a compaction lot is 1.00.

For each compaction lot of HMA when the CPF is less than 1.00, a Nonconforming Compaction Factor (NCCF) will be determined. THE NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of the NCCF, the quantity of HMA in the lot in tons and the unit contract price per ton of the mix.

END OF DIVISION 5

Public Agency Name: City of Black Diamond
Roster Type: Small Works Roster
Date: 06/08/2017
Time: 11:15 am
Main-Category: Roadway Construction, Repair, and Maintenance
Sub-Category: Asphalt Pavement Minor Repairs

Small Works Roster Businesses:

509 Excavating LLC
A&W Paving, Inc
A- Advanced Septic & Construction
A 1 asphalt paving Inc
AA Asphaltting LLC
ABSOLUTE CONSTRUCTION LLC
Accord Contractors, LLC
Action Services Corporation
Active Construction Inc.
Apollo Janitorial Services LLC
Asphalt By George LLC
Asphalt Patch Systems Inc
Atlas Paving Company
Axum General Construction, Inc.
B & L Utility, Inc.
BCV Inc
Becker Blacktop LLC
Belsaas & Smith Construction, Inc.
Benjamin Asphalt, Inc.
Bianchi Construction
Black Hills Excavating Inc.
BPCI Earthworks LLC
Campbell Shaffer LLC
Cannon Construction Inc.
Carbon River Builders
Cascade Excavators, Inc
Cascade Utilities, Inc.
Ceccanti, Inc.
Central Paving, LLC
CENTRAL WASHINGTON ASPHALT, INC.
Clark And Sons Excavating INC
Combined Construction, Inc.
CR Contracting
Crestline Builders LLC
D & G Backhoe, Inc.
DARDAN ENTERPRISES, INC
Ditch Maintenance Services
Doolittle Construction
Drain-Pro, Inc.
Eagle Asphalt Sealcoating Co., LLC
EHS-International, Inc.
Electrical Utility Services LLC
Emerald Paving, Inc.
Evergreen Asphalt and Concrete Inc.
Evergreen Striping LLC
Fidalgo Bay Construction LLC
Freese Excavation
G.A. Jorgensen Company Inc.
Global Contractors LLC
Granite Construction Company
Granite Construction Company
Gray Excavation
Green Earthworks Construction, Inc.
Handy's drilling inc.
HART CONSTRUCTION COMPANY INC.
Henifin Construction, LLC

Highline Pavement Maintenance
Hill & Son Excavating, Inc
Hoffman Construction, Inc.
Huber General Contractors Inc
Huffman Enterprises, Inc.
Industrial Const. Service
Integrity Excavating and Construction, Inc
Interwest Construction Inc.
IO Environmental and Infrastructure, Inc.
Iron Creek Construction
Iversen & Sons Inc
Iverson Earth Works LLC
Jake Johnson enterprises inc.
JBD Excavation
Jenkins Pipeline Services LLC
Joe' tree and landscape service
K & A COMMUNICATIONS LLC
King Construction Co., Inc.
Kuchan Construction inc.
Lakeridge Paving Co., LLC
Laughlin Paving
LaValley Backhoe LLC
LKE CORPORATION
LLOYD ENTERPRISES, INC.
Looker Asphalt Inc
Magna Construction
Maroni Construction Inc.
Marshbank Construction, Inc.
McLeod Asphalt Maintenance LLC
Michael Green Construction, Inc.
Moreno & Nelson Construction, Corp.
Mt. View Locating Services, LLC
Nordvind Septic and Sewer
Nor Tec Construction Inc
Northern Environmental LLC
Northfork Asphalt Paving, Inc
North Fork Excavating Inc.
Northwest Asphalt
Northwest Striping & Sealing LLC
Northwest Traffic, Inc.
NOVA Contracting, Inc
N P M Construction Co.
NW Construction General Contracting, Inc.
NW Relining LLC
Oceanside Construction, Inc.
P & P Excavating LLC.
Pacific Cable Const Inc
Pacific Northwest Striping
Pacific Pavement Protection, Inc.
Pacific Tech Construction
Pacific Utility Contractors, Inc.
Paul Brothers, Inc.
Ponderosa Pacific Inc.
Precision Line Striping LLC
Precision Paving Plus LLC
Prime Development Group LLC
Puget Paving & Construction, Inc.
QUILCEDA PAVING & CONST., INC.
R. W. Scott Construction Co.
RailWorks Track Systems
Rainier Asphalt and Concrete
Rains Contracting Inc
Ram Construction General Contractors, LLC
Raptor Excavating and Contracting LLC

RAZZ Construction, Inc.
Rcwconstruction
RC Zeigler Company Inc
Realm Inc.
Red West Consulting
RGC Excavation LLC
River City Environmental, Inc.
Road Construction Northwest, Inc.
Robinson Bros. Constr., Inc.
Rocky Bay Construction
SEALTECH ASPHALT, INC.
Seaside Landscape and Excavation
Sierra Santa Fe Corp.
Signature General Construction Inc.
Skelley Works LLC
Sky Valley Excavation & Rockeries Inc.
SLAVENS CONSTRUCTION
SMS - Superior Maintenance Solutions LLC
SOUTH BAY EXCAVATING INC.
Stanley Patrick Striping
Stripe Rite Inc
Superior Asphalt Maintenance Inc.
Superior Earthworks LLC
Talakai Construction,LLC
Tercom Construction Inc
Tiger Construction, LTD
Tony Lind Paving LLC
TRICO Companies, LLC
Trinity Contractors Inc.
Valdez Construction, Inc
Valkyrie construction llc
Watson Asphalt Paving Company Inc.
Watterson Excavating
Welch Brothers Construction Inc.
Welwest Construction Inc.
Western States Construction, Inc.
Whirlwind Clean & Green
Whole Earth Construction
Windwood Enterprises Inc.
Woodridge Construction LLC
Yard Art