



CITY OF BLACK DIAMOND
July 16, 2020 Regular Business Meeting Agenda

**THIS IS OFFERED AS A ZOOM MEETING ONLY.
CALL IN AND JOINING INFORMATION FOLLOWS:**

Zoom link to join meeting:

<https://zoom.us/j/4454477047?pwd=eGxRY3ZEeU14SVM2cGRBcUxCSjdmZz09>

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

Meeting ID: 445 447 7047

Password: Council

Telephone dial in options:

+1 253 215 8782 US (Tacoma)

+1 206 337 9723 US (Seattle)

Meeting ID: 445 447 7047

Password: 426953 (phone in only)

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

AGENDA REVIEW AND APPROVAL:

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

CONSENT AGENDA:

- 1) Claim Checks – July 16, 2020 Check No. 48951 through 48990 and EFTs in the amount of \$406,326.89
- 2) Payroll – June 30, 2020 Check No. 19979 through 19990 and ACHs in the amount of \$380,655.14
- 3) Minutes – Council Meeting of July 2, 2020

PUBLIC COMMENTS: There will be no oral public comment at this meeting. Only written comment will be accepted and shall be included with the minutes. Written public comment should be submitted by email to smartinez@blackdiamondwa.gov by 5:00 p.m. on July 15, 2020. The public is asked to include "PUBLIC COMMENT 07/16/20" in the subject line. Public comment should include name and city of commenter.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

- 4) **AB20-042** – Resolution Authorizing Contract with FCS for Fire Service Study Mr. Williamson
- 5) **AB20-043** – Resolution Authorizing Amendment #3 to RH2 Springs Design Contract for Bridge Design Mr. Boettcher
- 6) **AB20-044** – Resolution Accepting the 2020 City-Wide Asphalt Overlays Project Mr. Boettcher
- 7) **AB20-045** – Resolution Authorizing Rainier Wood Recyclers for Wood Debris Grinding Services Mr. Boettcher

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

- Councilmember Paige
- Councilmember Deady
- Councilmember Oglesbee
- Councilmember Wisnoski
- Councilmember Stout
- Councilmember de Leon
- Councilmember Nelson

ATTORNEY REPORT:

EXECUTIVE SESSION:

ADJOURNMENT:



CERTIFICATION

Date: July 16, 2020 Council Meeting

Check No.'s / EFT	Batch Name	Check / EFT Date	Amount
	June EFT Batch	6/1/2020 - 6/30/2020	\$ 2,943.00
48951	Early 2nd July Batch	7/6/2020	\$ 12,307.24
48952 - 48990	2nd July Batch	7/17/2020	\$ 391,076.65
			\$
			\$
		TOTAL	\$ 406,326.89

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

MAY MILLER, FINANCE DIRECTOR

CAROL BENSON, MAYOR

DATE

DATE

COUNCILMEMBERS:

DATE:



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
First Bankcard				
	EFT Payment 6/19/2020 12:55:07 PM - 1 Esping 06192020	6/19/2020	2020 - June - EFT Batch for 7/16/2020 Council	
	001-000-181-518-30-31-04		Uniforms	\$65.15
	Uniform - Shoes			
	001-000-191-525-60-31-02		Em Mgmt-COVID 19 Supplies	\$37.49
	Office Supplies for Telecommuter			
	001-000-191-525-60-31-02		Em Mgmt-COVID 19 Supplies	\$52.05
	Office Supplies for Telecommuter			
	001-000-210-521-10-48-01		PD-Vehicle/Eq. Mtc. & Repair	\$45.58
	Car Wash Soap			
	101-000-000-544-90-31-00		PW Clearing Acct-Supplies	\$58.61
	Batteries for PW			
	Total Esping 06192020			\$258.88
	EFT Payment 6/19/2020 12:55:07 PM - 1 Hershaw 06192020	6/19/2020	2020 - June - EFT Batch for 7/16/2020 Council	
	001-000-210-521-10-48-01		PD-Vehicle/Eq. Mtc. & Repair	\$23.43
	Car Wash Soap			
	Total Hershaw 06192020			\$23.43
	EFT Payment 6/19/2020 12:55:07 PM - 1 Kiblinger 06192020	6/19/2020	2020 - June - EFT Batch for 7/16/2020 Council	
	001-000-210-521-10-31-00		PD-Operating Supplies	\$147.52
	Book Case			
	001-000-210-521-10-31-00		PD-Operating Supplies	\$186.67
	Desk			
	Total Kiblinger 06192020			\$334.19
	EFT Payment 6/19/2020 12:55:07 PM - 1 Metcalf 06192020	6/19/2020	2020 - June - EFT Batch for 7/16/2020 Council	
	001-000-120-512-50-42-00		Telephone/DSL	\$8.96
	Conference Call			
	001-000-120-512-50-42-03		Postage	\$15.60
	001-000-120-512-50-42-03		Postage	\$111.70

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
		001-000-120-512-50-42-03	Postage	\$111.40
		001-000-191-525-60-31-02	Em Mgmt-COVID 19 Supplies	\$217.09
			Zoom Meeting	
	Total Metcalf 06192020			\$464.75
	EFT Payment 6/19/2020 12:55:07			
	PM - 1	6/19/2020	2020 - June - EFT Batch for 7/16/2020 Council	
	O'Neill 06192020			
		001-000-191-525-60-31-02	Em Mgmt-COVID 19 Supplies	\$30.00
			EM - Telecommuters	
		001-000-214-521-20-48-04	NetMotion Maintenance Mobile Units	\$60.00
			PD - Net Motion Billing	
	Total O'Neill 06192020			\$90.00
	EFT Payment 6/19/2020 12:55:07			
	PM - 1	6/19/2020	2020 - June - EFT Batch for 7/16/2020 Council	
	Redd 06192020			
		001-000-191-525-60-31-02	Em Mgmt-COVID 19 Supplies	\$54.29
			Camera for Zoom Meetings	
		001-000-246-558-70-42-00	Postage	\$440.00
		001-000-246-558-70-49-00	Miscellaneous	\$182.45
			Applied Patches	
		001-000-246-558-70-49-00	Miscellaneous	\$27.49
			Office Supplies	
		001-000-246-558-70-49-00	Miscellaneous	\$29.29
			Working Lunch	
		001-000-246-558-70-49-00	Miscellaneous	\$19.99
			Meeting Supplies	
	Total Redd 06192020			\$753.51
	EFT Payment 6/19/2020 12:55:07			
	PM - 1	6/19/2020	2020 - June - EFT Batch for 7/16/2020 Council	
	Reed 06192020			
		001-000-145-518-80-41-10	Cloud storage & Comp	\$1,545.11
			June 2020 Service	
		001-000-191-525-60-31-02	Em Mgmt-COVID 19 Supplies	\$438.90
			EM - Telephone for Telecommuter	
		001-000-191-525-60-31-02	Em Mgmt-COVID 19 Supplies	(\$132.00)
			EM - Telephone Trade In Value	
	Total Reed 06192020			\$1,852.01
	EFT Payment 6/19/2020 12:55:07			
	PM - 1	6/19/2020	2020 - June - EFT Batch for 7/16/2020 Council	
	Sloss 06192020			
		001-000-210-521-10-43-00	PD-Lodging, Meals & Mileage	\$2.75
			Bridge Toll	
	Total Sloss 06192020			\$2.75

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Total EFT Payment 6/19/2020 12:55:07 PM - 1				\$3,779.52
Total First Bankcard				\$3,779.52
Invoice Cloud				
EFT Payment 06/04/2020 12:58:39 PM - 1				
06042020 IC				
6/4/2020				
2020 - June - EFT Batch for 7/16/2020 Council				
May 2020 Service				
001-000-210-521-10-49-04 PD-Bank Analysis Fees/Merch CC Fees				\$25.00
PD Online Portal				
001-000-240-558-51-49-05 Bank Analysis Fees/Merch CC Fees				\$25.00
CD Online Portal				
401-000-000-534-80-49-50 Bank Analysis Fees/Merch CC/ Lien Fees				\$73.19
Water Online Portal & Misc				
407-000-000-535-80-49-50 Bank Analysis Fees/Merch CC/ Lien Fees				\$73.19
Sewer Online Portal & Misc				
410-000-000-531-10-49-50 Bank Analysis Fees/Merch CC/ Lien Fees				\$12.72
Storm Online Portal & Misc				
Total 06042020 IC				\$209.10
Total EFT Payment 06/04/2020 12:58:39 PM - 1				\$209.10
Total Invoice Cloud				\$209.10
Merchant Card Services / Vantive Holding, LLC				
EFT Payment 6/10/2020 12:59:03 PM - 1				
06102020 MCS				
6/10/2020				
2020 - June - EFT Batch for 7/16/2020 Council				
May 2020 Service				
001-000-270-576-80-49-01 Bank Analysis Fees/Merch CC Fees				\$141.44
Lake Sawyer Pay Station				
Total 06102020 MCS				\$141.44
Total EFT Payment 6/10/2020 12:59:03 PM - 1				\$141.44
Total Merchant Card Services / Vantive Holding, LLC				\$141.44
U.S. Postal Service (Black Diamond)				
EFT Payment 06/01/2020 12:59:29 PM - 1				
06012020 USPS BD				
6/1/2020				
2020 - June - EFT Batch for 7/16/2020 Council				
May 2020 - Bulk Mail - Utility Billing				
401-000-000-534-80-42-01 Postage				\$189.59
407-000-000-535-80-42-01 Postage				\$189.60

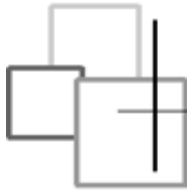
Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		410-000-000-531-10-42-01	Postage	\$32.97
	Total 06012020 USPS BD			\$412.16
	Total EFT Payment 06/01/2020 12:59:29 PM - 1			\$412.16
	Total U.S. Postal Service (Black Diamond)			\$412.16
US Bank Equipment Finance				
	EFT Payment 6/22/2020 12:59:55 PM - 1			
	416064533	6/22/2020	2020 - June - EFT Batch for 7/16/2020 Council	
	05/20/2020 - 6/20/2020 Service			
	001-000-210-521-10-45-00		PD-Payments - US Bank/Copier	\$193.03
			Pool 2 - PD	
	001-000-248-518-20-45-03		MDRT-Copier Costs	\$193.03
			Pool 2 - MDRT	
	001-000-254-518-20-45-04		City Hall/Comm Deve Copier Lease	\$8.00
			Supply Freight	
	001-000-254-518-20-45-04		City Hall/Comm Deve Copier Lease	\$115.85
			Sales & Use Tax	
	001-000-254-518-20-45-04		City Hall/Comm Deve Copier Lease	\$0.69
			Sales & Use Tax	
	001-000-254-518-20-45-04		City Hall/Comm Deve Copier Lease	\$960.82
			Pool 1 - CH	
	Total 416064533			\$1,471.42
	Total EFT Payment 6/22/2020 12:59:55 PM - 1			\$1,471.42
	Total US Bank Equipment Finance			\$1,471.42
Washington State Department of Revenue				
	EFT Payment 6/24/2020 1:00:24 PM - 1			
	06242020 DOR	6/24/2020	2020 - June - EFT Batch for 7/16/2020 Council	
	May 2020 Excise Tax			
	401-000-000-534-80-44-01		State of WA Utility Excise Tax	\$4,442.17
			Utility Tax: Water	
	401-000-000-534-80-44-01		State of WA Utility Excise Tax	\$91.41
			B&O Tax: Water	
	407-000-000-535-80-44-01		State of WA Excise Tax	(\$2,112.80)
			Utility Tax: Sewer(KC Credit)	
	407-000-000-535-80-44-01		State of WA Excise Tax	\$235.39
			B&O Tax: Sewer	

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		407-000-000-535-80-44-01	State of WA Excise Tax	\$3,085.36
		Utility Tax: Sewer		
		410-000-000-531-10-44-01	State of Wa Excise Tax	\$552.07
		B&O Tax: Storm		
	Total 06242020 DOR			\$6,293.60
	Total EFT Payment 6/24/2020 1:00:24 PM - 1			\$6,293.60
	Total Washington State Department of Revenue			\$6,293.60
	Vendor Count	6	Grand Total	\$12,307.24



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
King Co Dept of Local Services - Permitting				
	48951 06242020 KCDLS Permit COMM19-0025 402-000-003-594-34-63-06	6/24/2020	2020 - July - Early 2nd July Batch Springs Water Project	\$2,943.00
	Total 06242020 KCDLS			\$2,943.00
	Total 48951			\$2,943.00
Total King Co Dept of Local Services - Permitting				\$2,943.00
	Vendor Count	1	Grand Total	\$2,943.00



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Transaction Date	Fiscal Description Name Title	Void Amount
ADT Security Services (PA)				
48949	771168788	6/19/2020	2020 - July - 1st July Batch for 07.02.2020 Council	
		6/30/2020 - 07/29/2020 Service		
		001-000-254-518-20-49-00	Facilities Security	\$50.04
	Total 771168788			\$50.04
48949	771485073	6/19/2020	2020 - July - 1st July Batch for 07.02.2020 Council	
		07/01/2020 - 07/31/2020 Service		
		001-000-270-576-80-49-02	Security	\$1.09
		001-000-280-536-20-49-02	Security	\$2.17
		101-000-000-543-50-49-03	Security	\$11.94
		401-000-000-534-80-49-07	Security	\$13.03
		407-000-000-535-80-49-05	Security	\$13.03
		410-000-000-531-10-49-04	Security	\$13.03
	Total 771485073			\$54.29
Total 48949				\$104.33
48952	773782455	7/1/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		5/12/2020 - 6/11/2020 Service		
		001-000-248-518-20-49-02	MDRT Bldg Security Costs	\$22.22
		001-000-254-518-20-49-00	Facilities Security	\$33.32
	Total 773782455			\$55.54
Total 48952				\$55.54
Total ADT Security Services (PA)				\$159.87

Vendor	Transaction Number Transaction Reference Account Number	Transaction Date	Fiscal Description Name Title	Void Amount
AHBL, Inc.				
	48953 119732	5/31/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		May 2020 Service 001-000-257-558-70-49-00	MDRT-Bldg Ins/Plan Ex/Official	\$23,617.50
	Total 119732			\$23,617.50
	Total 48953			\$23,617.50
Total AHBL, Inc.				\$23,617.50
Alpine Products Inc.				
	48954 TM-194958	6/25/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		PW - Supplies 101-000-000-542-64-31-01	Street Signs	\$1,833.36
	Total TM-194958			\$1,833.36
	48954 TM-194959	6/25/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		PW - Supplies 101-000-000-542-64-31-01 Bolts	Street Signs	\$8.36
	Total TM-194959			\$8.36
	Total 48954			\$1,841.72
Total Alpine Products Inc.				\$1,841.72
Andrew and Kerry Edgerton				
	48955 07062020 AKE	7/6/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		Refund Closed Account 401-000-000-343-40-00-01 32402 MCKay Ln	Water Charges	\$186.60
	Total 07062020 AKE			\$186.60
	Total 48955			\$186.60
Total Andrew and Kerry Edgerton				\$186.60

Vendor	Transaction Number Transaction Reference Account Number	Transaction Date	Fiscal Description Name Title	Void Amount
Axon Enterprise, Inc.				
	48956 SI-1665045	6/23/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		PD - Supplies 001-000-210-521-10-35-00 Tasers	PD-Firearms Program	\$860.11
		Total SI-1665045		\$860.11
	Total 48956			\$860.11
	Total Axon Enterprise, Inc.			\$860.11
Benjamin and Arielle Farhner				
	48957 07062020 BAF	7/6/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		Refund Closed Account 401-000-000-343-40-00-01 24024 Buena Vista Dr	Water Charges	\$38.66
		Total 07062020 BAF		\$38.66
	Total 48957			\$38.66
	Total Benjamin and Arielle Farhner			\$38.66
Cadman, Inc.				
	48958 5680733	4/23/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		April 2020 Service 510-000-500-594-48-62-00 Gravel	PW Bldg Related	\$533.29
		Total 5680733		\$533.29
	48958 5691902	6/19/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		PW - Supplies 510-000-500-594-48-62-00	PW Bldg Related	\$334.84
		Total 5691902		\$334.84
	Total 48958			\$868.13
	Total Cadman, Inc.			\$868.13

Vendor	Transaction Number Transaction Reference Account Number	Transaction Date	Fiscal Description Name Title	Void Amount
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CallTower, Inc.

48959	200513332	6/26/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		June 2020 Service		
		001-000-120-512-50-42-00 Court Telephone	Telephone/DSL	\$178.04
		001-000-214-521-20-42-00 Police Telephone	Police Tele/web/DSL/Air Cards	\$534.11
		001-000-240-558-51-42-00 Comm Dev Telephone	Telephone	\$219.37
		001-000-246-558-70-42-01 MDRT Telephone	Telephones	\$138.83
		001-000-254-518-20-42-00 City Hall Telephone	Facilities-Telephones	\$392.11
		001-000-270-576-80-42-00 4% Parks Telephone	Telephone/DSL/Radios	\$9.90
		001-000-280-536-20-42-00 2% Cemetary Telephone	Telephone, DSL & Radios	\$4.95
		101-000-000-542-30-42-01 22% Streets Telephone	Telephone/DSL/Radios	\$54.47
		401-000-000-534-80-42-00 24% Water Telephone	Telephone/DSL/Radios	\$59.42
		407-000-000-535-80-42-00 24% Sewer Telephone	Telephone/DSL/Radios	\$59.42
		410-000-000-531-10-42-00 24% Drainage Telephone	Telephone/DSL/Radios	\$59.43
	Total 200513332			\$1,710.05
	Total 48959			\$1,710.05
	Total CallTower, Inc.			\$1,710.05

CHS/Cenex

48960	124244 06302020 CH	6/30/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		June 2020 Service		
		001-000-181-518-30-32-00 Facilities Clearing	Fuel	\$246.74
		001-000-210-521-10-32-00 Police	PD-Fuel	\$34.00
		001-000-240-558-51-32-00 Com Dev	Fuel	\$26.04

Vendor	Transaction Number Transaction Reference	Transaction Date Account Number	Fiscal Description Name Title	Void Amount
		001-000-246-558-70-32-00 MDRT	Fuel	\$99.80
		001-000-270-576-80-32-00 PARKS 4%	Fuel	\$45.18
		001-000-280-536-20-32-00 CEMETERY 2%	Fuel	\$22.61
		101-000-000-543-50-32-00 STREETS 22%	Fuel	\$248.47
		401-000-000-534-80-32-00 WATER 24%	Fuel	\$271.06
		407-000-000-535-80-32-00 SEWER 24%	Fuel	\$271.06
		410-000-000-531-10-32-00 STORM WATER 24%	Fuel	\$271.05
	Total 124244 06302020 CH			\$1,536.01
	Total 48960			\$1,536.01
	Total CHS/Cenex			\$1,536.01

City of Black Diamond

48961

06302020 COBD

6/30/2020

2020 - July - 2nd July Batch for 7.16.2020 Council

June 2020 Service

001-000-212-521-50-47-01 2470.0 Police Water	Water	\$120.89
001-000-212-521-50-47-02 2470.0 Police Sewer	Sewer	\$187.27
001-000-212-521-50-47-03 2470.0 Police Storm	Stormwater	\$97.50
001-000-248-518-20-47-01 2498.0 City Hall-MDRT (40%)	MDRT BD Wtr, Swr, Storm	\$51.07
001-000-254-518-20-47-00 2498.0 City Hall (60%)	Facilities-Utilities	\$76.60
001-000-270-575-30-47-01 2070.0 Museum-Water/Sewer	Museum Water/Sewer/Storm	\$107.26
001-000-270-575-30-47-01 1399.5 Museum-Storm	Museum Water/Sewer/Storm	\$39.00
001-000-270-575-51-47-01 1399.1 Gym-Stormwater	Gym-Stormwater	\$39.00
001-000-270-575-51-47-02 1399.0 Gym-Sewer	Gym-Sewer	\$70.33

Vendor	Transaction Number Transaction Reference	Transaction Date	Fiscal Description Name	Void Amount
		001-000-270-575-51-47-03 1399.0 Gym-Water	Gym-Water	\$49.97
		001-000-270-576-80-47-01 2306.0 Coal Car-Water	Water	\$35.63
		001-000-270-576-80-47-01 1582.0 Eagle Creek-Water	Water	\$56.63
		001-000-270-576-80-47-01 1045.0 PW Shops-Water	Water	\$3.31
		001-000-270-576-80-47-02 1045.0 PW Shops-Sewer	Sewer	\$5.61
		001-000-270-576-80-47-03 1399.2 Boat Launch-Storm	Stormwater	\$117.00
		001-000-270-576-80-47-03 1045.0 PW Shops-Storm	Stormwater	\$14.04
		001-000-280-536-20-47-01 1045.0 PW Shops-Water	Water	\$0.83
		001-000-280-536-20-47-01 1457.0 Cemetery-Water	Water	\$35.69
		001-000-280-536-20-47-02 1045.0 PW Shops-Sewer	Sewer	\$1.41
		001-000-280-536-20-47-03 1045.0 PW Shops-Storm	Stormwater	\$3.51
		001-000-530-522-10-47-01 2200.0 Fire Dept-Water	Water	\$35.69
		001-000-530-522-10-47-02 2200.0 Fire Dept-Sewer	Sewer	\$70.33
		001-000-530-522-10-47-03 1399.4 Fire Dept.-Storm	Stormwater	\$48.75
		101-000-000-543-50-47-01 1045.0 PW Shops-Water	Water	\$6.21
		101-000-000-543-50-47-01 2983.0 Railroad Ave Irrig.	Water	\$35.63
		101-000-000-543-50-47-02 1045.0 PW Shops-Sewer	Sewer	\$10.55
		101-000-000-543-50-47-03 1045.0 PW Shops-Storm	Stormwater	\$26.33
		401-000-000-534-80-47-01 1045.0 PW Shops-Water	Water	\$10.36
		401-000-000-534-80-47-02 1045.0 PW Shops-Sewer	Sewer	\$17.58
		401-000-000-534-80-47-03 1045.0 PW Shops-Storm	Stormwater	\$43.88

Vendor	Transaction Number Transaction Reference	Transaction Date Account Number	Fiscal Description Name Title	Void Amount
		407-000-000-535-80-47-01 1045.0 PW Shops-Water	Water	\$10.36
		407-000-000-535-80-47-02 1045.0 PW Shops-Sewer	Sewer	\$17.58
		407-000-000-535-80-47-03 1045.0 PW Shops-Storm	Stormwater	\$43.88
		410-000-000-531-10-47-01 1045.0 PW Shops-Water	Water	\$10.36
		410-000-000-531-10-47-02 1045.0 PW Shops-Sewer	Sewer	\$17.58
		410-000-000-531-10-47-03 1045.0 PW Shops-Storm	Stormwater	\$43.88
	Total 06302020 COBD			\$1,561.50
	Total 48961			\$1,561.50
	Total City of Black Diamond			\$1,561.50
City of Black Diamond Taxes				
0		7/6/2020	2020 - July - Month End	
	Federal Income Tax - 9900			
	Total Federal Income Tax - 9900			
0		7/6/2020	2020 - July - Month End	
	Medicare - 9900 (1)			
	001-000-110-511-60-10-00		Councilmember Wages	\$3.48
	Total Medicare - 9900 (1)			\$3.48
0		7/6/2020	2020 - July - Month End	
	Medicare - 9900 (2)			
	001-000-110-511-60-20-00		Social Security & Medicare	\$3.48
	Total Medicare - 9900 (2)			\$3.48
0		7/6/2020	2020 - July - Month End	
	Social Security Tax - 9900 (1)			
	001-000-110-511-60-10-00		Councilmember Wages	\$14.88
	Total Social Security Tax - 9900 (1)			\$14.88
0		7/6/2020	2020 - July - Month End	
	Social Security Tax - 9900 (2)			
	001-000-110-511-60-20-00		Social Security & Medicare	\$14.88
	Total Social Security Tax - 9900 (2)			\$14.88
	Total 0			\$36.72
	Total City of Black Diamond Taxes			\$36.72

Vendor	Transaction Number Transaction Reference Account Number	Transaction Date	Fiscal Description Name Title	Void Amount
Department of Health				
48962	N03669	6/17/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		June 2020 Service		
		404-000-011-534-80-41-00	Water Comp Plan	\$3,705.00
		Submittal 20-0308		
	Total N03669			\$3,705.00
	Total 48962			\$3,705.00
	Total Department of Health			\$3,705.00
Enumclaw School District				
48963	06302020 ESD	6/30/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		June 2020 Mitigation Fees		
		637-000-000-589-30-00-00	School Mitigation Fee disbursement	\$207,917.00
		19 Residential and 3 Multi Family Fees		
	Total 06302020 ESD			\$207,917.00
	Total 48963			\$207,917.00
	Total Enumclaw School District			\$207,917.00
Ferguson Waterworks #3011				
48964	0887713	6/10/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		PW - Supplies		
		401-000-000-534-80-31-04	Water Meters	\$20,175.77
	Total 0887713			\$20,175.77
48964	0887720	6/11/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		PW - Supplies		
		401-000-000-534-80-31-04	Water Meters	\$3,156.15
	Total 0887720			\$3,156.15
48964	0891783	6/24/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		PW - Software Support through 8/3/2021		
		401-000-000-534-80-41-09	Sensus Software Support & Maintenance	\$2,518.27
	Total 0891783			\$2,518.27
	Total 48964			\$25,850.19
	Total Ferguson Waterworks #3011			\$25,850.19

Vendor	Transaction Number Transaction Reference Account Number	Transaction Date	Fiscal Description Name Title	Void Amount
Gunderson Law Firm				
	48965 1101	6/30/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		May 2020 Service		
		001-000-120-512-50-49-00	Witness/Jury Fees	\$150.00
		001-000-151-515-41-41-04	Court Legal-Pros Attorney	\$3,400.00
	Total 1101			\$3,550.00
	48965 1104	7/6/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		June 2020 Service		
		001-000-151-515-41-41-04	Court Legal-Pros Attorney	\$3,400.00
	Total 1104			\$3,400.00
	Total 48965			\$6,950.00
	Total Gunderson Law Firm			\$6,950.00
Home Depot Credit Service				
	48966 0613106	6/26/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		PW - Supplies		
		101-000-000-544-90-31-00	PW Clearing Acct-Supplies	\$38.50
	Total 0613106			\$38.50
	Total 48966			\$38.50
	Total Home Depot Credit Service			\$38.50
Honey Bucket/Northwest Cascade Inc.				
	48967 0551603674	6/23/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		June 2020 Service		
		001-000-270-576-80-31-00	Portable Restroom Facility	\$98.00
			Parks-Boat Launch Rental: 145291	
	Total 0551603674			\$98.00
	48967 0551603675	6/23/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		June 2020 Service		
		001-000-270-576-80-31-00	Portable Restroom Facility	\$98.00

Vendor	Transaction Number Transaction Reference Account Number	Transaction Date	Fiscal Description Name Title	Void Amount
			Lake Sawyer Regional Park: 71400002	
	Total 0551603675			\$98.00
	Total 48967			\$196.00
	Total Honey Bucket/Northwest Cascade Inc.			\$196.00
Ichijo USA Co., LTD				
	48968	7/6/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	07062020 4740.18IUC			
			Refund Closed Account	
			401-000-000-343-40-00-01	
			Water Charges	\$156.41
			32838 Ten Trails Pkwy SE	
	Total 07062020 4740.18IUC			\$156.41
	Total 48968			\$156.41
	Total Ichijo USA Co., LTD			\$156.41
Johnsons Home & Garden				
	48969	6/29/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	447528			
			MDRT - Supplies	
			001-000-248-518-20-31-00	
			MDRT Bldg. Supplies	\$8.67
			Wasp & Hornet Spray	
	Total 447528			\$8.67
	48969	6/29/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	447529			
			PW - Supplies	
			101-000-000-544-90-31-00	
			PW Clearing Acct-Supplies	\$8.67
	Total 447529			\$8.67
	48969	7/1/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	447623			
			PW - Supplies	
			101-000-000-542-30-31-03	
			Streets Operating Supplies	\$166.05
	Total 447623			\$166.05

Vendor	Transaction Number Transaction Reference Account Number	Transaction Date	Fiscal Description Name Title	Void Amount
	48969	7/2/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	447673			
		Prks - Supplies		
		001-000-270-576-80-31-03	Parks Operating Supplies	\$48.84
	Total 447673			\$48.84
	48969	7/5/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	447710			
		PD - VRF - Supplies		
		001-000-215-521-10-48-00	Repairs and Maintenance VRF	\$102.01
		Cleaning Supplies & Oil Drain Pan		
	Total 447710			\$102.01
	Total 48969			\$334.24
	Total Johnsons Home & Garden			\$334.24
King Co Dept of Local Services - Permitting				
	48951	6/24/2020	2020 - July - Early 2nd July Batch	
	06242020 KCDLS			
		Permit COMM19-0025		
		402-000-003-594-34-63-06	Springs Water Project	\$2,943.00
	Total 06242020 KCDLS			\$2,943.00
	Total 48951			\$2,943.00
	Total King Co Dept of Local Services - Permitting			\$2,943.00
King County Finance				
	48970	5/31/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	106001-106002			
		May 2020 Service		
		101-000-000-542-64-48-01	Traffic Signal Maintenance	\$808.81
	Total 106001-106002			\$808.81
	Total 48970			\$808.81
	Total King County Finance			\$808.81

Vendor	Transaction Number Transaction Reference Account Number	Transaction Date	Fiscal Description Name Title	Void Amount
King County Finance - Wastewater Treat Div.				
	48971 30029864	7/1/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		July 2020 Service 407-000-000-535-80-41-04	Metro Sewer Charges	\$58,203.72
	Total 30029864			\$58,203.72
	Total 48971			\$58,203.72
Total King County Finance - Wastewater Treat Div.				
\$58,203.72				
King County Prosecuting Attorney				
	48972 07012020 KCPA	7/1/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		June 2020 Court Remittance 633-000-100-589-30-00-00	Court Fees for King County	\$123.32
		Court Remittance		
	Total 07012020 KCPA			\$123.32
	Total 48972			\$123.32
Total King County Prosecuting Attorney				
\$123.32				
Law Office of Krista White Swain				
	48973 06252020 KWS	6/25/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		June 2020 Service 001-000-120-512-50-41-00	Court Judge	\$3,600.00
	Total 06252020 KWS			\$3,600.00
	Total 48973			\$3,600.00
Total Law Office of Krista White Swain				
\$3,600.00				
Lennar NW LLC				
	48974 07062020 4656.238 LNI	7/6/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		Refund Closed Account 401-000-000-343-40-00-01	Water Charges	\$144.87
		32924 SE Cottonwood St		
	Total 07062020 4656.238 LNI			\$144.87

Vendor	Transaction Number Transaction Reference Account Number	Transaction Date	Fiscal Description Name Title	Void Amount
	48974	7/6/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	07062020 4656.239 LNI			
	Refund Closed Account			
	401-000-000-343-40-00-01		Water Charges	\$178.95
			32912 SE Cottonwood St	
	Total 07062020 4656.239 LNI			\$178.95
	48974	7/6/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	07062020 4656.242 LNI			
	Refund Closed Account			
	401-000-000-343-40-00-01		Water Charges	\$138.61
			32871 Ten Trails Pkwy. SE	
	Total 07062020 4656.242 LNI			\$138.61
	48974	7/6/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	07062020 4656.254 LNI			
	Refund Closed Account			
	401-000-000-343-40-00-01		Water Charges	\$145.88
			32879 Ten Trails Pkwy. SE	
	Total 07062020 4656.254 LNI			\$145.88
	48974	7/6/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	07062020 4656.82 LNI			
	Refund Closed Account			
	401-000-000-343-40-00-01		Water Charges	\$131.69
			23386 Summerland Ln	
	Total 07062020 4656.82 LNI			\$131.69
	Total 48974			\$740.00
	Total Lennar NW LLC			\$740.00
	Madrona Law Group LLC			
	48975	6/30/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	10262 MLG			
	June 2020 Service			
	101-000-000-543-30-41-05		Legal Costs	\$309.00
	320-000-038-544-40-41-00		Tr Impact Fee Prof Svcs	\$1,261.00
	401-000-000-534-80-41-04		Legal Svcs	\$1,036.00
	402-000-000-594-34-63-11		WSFFA-Partner-Legal Costs	\$1,050.00
	Total 10262 MLG			\$3,656.00

Vendor	Transaction Number Transaction Reference Account Number	Transaction Date	Fiscal Description Name Title	Void Amount
48975	10263 MLG	6/30/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	June 2020 Service			
	001-000-150-515-41-41-36		Legal Svs-Code Enforcement	\$2,004.30
	Total 10263 MLG			\$2,004.30
48975	10264 MLG	6/30/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	June 2020 Service			
	001-000-150-515-41-41-39		Legal Service-COVID 19	\$2,025.00
	Total 10264 MLG			\$2,025.00
48975	10265 MLG	6/30/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	June 2020 Service			
	401-000-400-534-80-41-10		PW-Permit Consultant Exp	\$3,255.00
	Total 10265 MLG			\$3,255.00
48975	10266 MLG	6/30/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	June 2020 Service			
	001-000-150-515-41-41-01		Legal Services-General Govt	\$2,661.30
	101-000-000-543-30-41-05		Legal Costs	\$591.40
	401-000-000-534-80-41-04		Legal Svcs	\$887.10
	407-000-000-535-80-41-09		Legal Costs	\$887.10
	410-000-000-531-10-41-01		Legal Costs	\$887.10
	Total 10266 MLG			\$5,914.00
48975	10268 MLG	6/30/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	June 2020 Service			
	001-000-257-558-70-41-00		MDRT Legal Services	\$7,500.00
	Total 10268 MLG			\$7,500.00
48975	10269/71 MLG	6/30/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	June 2020 Service			
	001-000-150-515-41-41-17		Legal Costs-Public Disc/Oth	\$1,573.00
	Total 10269/71 MLG			\$1,573.00

Vendor	Transaction Number Transaction Reference Account Number	Transaction Date	Fiscal Description Name Title	Void Amount
	48975	6/30/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	10270 MLG			
		June 2020 Service		
		001-000-150-515-41-41-01	Legal Services-General Govt	\$675.00
	Total 10270 MLG			\$675.00
	Total 48975			\$26,602.30
Total Madrona Law Group LLC				\$26,602.30
O'Brien, Barton, & Hopkins, PLLP				
	48976	7/2/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	65574			
		June 2020 Service		
		001-000-151-515-91-41-00	Court Legal-Public Defender	\$3,000.00
	Total 65574			\$3,000.00
	Total 48976			\$3,000.00
Total O'Brien, Barton, & Hopkins, PLLP				\$3,000.00
Office Products Nationwide				
	48977	5/29/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	1100246-0			
		CH - Supplies		
		001-000-180-518-50-31-00	Office Supplies City Hall	\$17.37
		CH Office Supplies		
	Total 1100246-0			\$17.37
	48977	6/3/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	1100667-0			
		CH- Supplies		
		001-000-180-518-50-31-00	Office Supplies City Hall	\$67.32
		CH Office Supplies		
	Total 1100667-0			\$67.32
	48977	6/12/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	1102032-0			
		CH - Supplies		
		001-000-180-518-50-31-00	Office Supplies City Hall	\$33.51
		CH Office Supplies		
	Total 1102032-0			\$33.51

Vendor	Transaction Number Transaction Reference Account Number	Transaction Date	Fiscal Description Name Title	Void Amount
48977	1103896-0	6/26/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	CH - Supplies			
	001-000-180-518-50-31-00		Office Supplies City Hall	\$27.69
			CH Office Supplies	
	001-000-254-518-20-31-00		Facilities Operating Supplies	\$141.85
			Can Liners	
	Total 1103896-0			\$169.54
48977	1104290-0	6/30/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	CH - Supplies			
	001-000-180-518-50-31-00		Office Supplies City Hall	\$255.75
			Paper	
	Total 1104290-0			\$255.75
48977	1104731-0	6/30/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	CH - Supplies			
	001-000-180-518-50-31-00		Office Supplies City Hall	\$54.69
			CH Office Supplies	
	Total 1104731-0			\$54.69
48977	C1103896-0	6/30/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	CH - Returned Supplies			
	001-000-180-518-50-31-00		Office Supplies City Hall	(\$27.68)
			CH Office Supplies	
	Total C1103896-0			(\$27.68)
	Total 48977			\$570.50
	Total Office Products Nationwide			\$570.50
Orkin Commercial Services				
48978	199513390	6/27/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	7/1/2020 - 7/31/2020 Service			
	001-000-248-518-20-49-01		MDRT Bldg Custodial Costs	\$31.94
	001-000-254-518-20-49-01		Facilities Bldg.Custodial & Maint.	\$95.80
	Total 199513390			\$127.74
	Total 48978			\$127.74
	Total Orkin Commercial Services			\$127.74

Vendor	Transaction Number Transaction Reference Account Number	Transaction Date	Fiscal Description Name Title	Void Amount
Parametrix, Inc.				
	48979 17315	3/12/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		February 2020 Service 401-000-400-534-80-41-10	PW-Permit Consultant Exp	\$1,067.50
	Total 17315			\$1,067.50
	Total 48979			\$1,067.50
Total Parametrix, Inc.				\$1,067.50
Payroll Vendor				
	19991	7/6/2020	2020 - July - Month End Erin Stout	
	Net Pay - 9900	001-000-110-511-60-10-00	Councilmember Wages	\$221.03
	Total Net Pay - 9900			\$221.03
	Total 19991			\$221.03
Total Payroll Vendor				\$221.03
PFML Emp. Security Dept				
	0	7/6/2020	2020 - July - Month End	
	PFML - 9900	001-000-110-511-60-10-00	Councilmember Wages	\$0.61
	Total PFML - 9900			\$0.61
	Total 0			\$0.61
Total PFML Emp. Security Dept				\$0.61
Regional Animal Services of King County				
	48980	7/1/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	07012020 RAC	Pet License 633-000-000-589-90-00-01	King County Animal License New Tag 43283, Renewal 352494	\$30.00
	Total 07012020 RAC			\$30.00
	Total 48980			\$30.00
Total Regional Animal Services of King County				\$30.00

Vendor	Transaction Number Transaction Reference Account Number	Transaction Date	Fiscal Description Name Title	Void Amount
Severson's Building Maintenance				
48981	576471	6/30/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		June 2020 Service		
		001-000-212-521-50-41-03	Police Custodial Cost	\$500.00
			Police/Court Janitorial Services	
	Total 576471			\$500.00
48981	576472	6/30/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		June 2020 Service		
		101-000-000-544-90-48-01	PW Clearing-shared Shop Cost	\$200.00
			PW Shop Janitorial Services	
	Total 576472			\$200.00
48981	57670	6/30/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		June 2020 Service		
		001-000-248-518-20-49-01	MDRT Bldg Custodial Costs	\$180.00
			MDRT Janitorial Services	
		001-000-254-518-20-49-01	Facilities Bldg.Custodial & Maint.	\$720.00
			City Hall/Com Dev Janitorial Services	
	Total 57670			\$900.00
	Total 48981			\$1,600.00
Total Severson's Building Maintenance				\$1,600.00
Sorci Family LLC				
48950	07012020 SFLLC	7/1/2020	2020 - July - 1st July Batch for 07.02.2020 Council	
		July 2020 Rent		
		001-000-248-518-20-45-02	MDRT Property Rental Cost	\$679.74
		001-000-254-518-20-45-02	Facilities-Prop Rental	\$1,019.60
		001-000-254-518-20-45-05	Facilities City Hall Bldg Rental	\$2,232.66
	Total 07012020 SFLLC			\$3,932.00
	Total 48950			\$3,932.00
Total Sorci Family LLC				\$3,932.00

Vendor	Transaction Number Transaction Reference Account Number	Transaction Date	Fiscal Description Name Title	Void Amount
Sound Publishing Inc.				
48982	ECH897859	5/6/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		May 2020 service		
		001-000-240-558-51-41-75	CD-Permitting type Adv	\$334.95
	Total ECH897859			\$334.95
48982	ECH898200	5/13/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		May 2020 Service		
		001-000-240-558-51-41-75	CD-Permitting type Adv	\$152.10
	Total ECH898200			\$152.10
48982	ECH898329	5/13/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		May 2020 Service		
		401-000-000-534-80-41-75	Advertising	\$100.35
	Total ECH898329			\$100.35
48982	ECH899323	5/27/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		May 2020 Service		
		001-000-246-558-70-44-00	Advertising	\$269.40
	Total ECH899323			\$269.40
	Total 48982			\$856.80
Total Sound Publishing Inc.				\$856.80
TRM Wood Products Co. Inc.				
48983	390499	6/29/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		PD - Supplies		
		001-000-212-521-50-31-00	Police Bldg Mtc Sup	\$107.12
	Total 390499			\$107.12
48983	390506	6/29/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		PW - Supplies		
		101-000-000-542-64-31-01	Street Signs	\$192.22

Vendor	Transaction Number Transaction Reference	Transaction Date Account Number	Fiscal Description Name Title	Void Amount
		510-000-400-594-18-62-01	Police Boat Shelter	\$111.56
	Total 390506			\$303.78
	Total 48983			\$410.90
	Total TRM Wood Products Co. Inc.			\$410.90
Utilities Underground Location Center				
	48984	6/30/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	0060118			
		June 2020 Service		
		401-000-000-534-80-41-08	Locating Service	\$136.74
		106 locates		
	Total 0060118			\$136.74
	Total 48984			\$136.74
	Total Utilities Underground Location Center			\$136.74
VenTek International				
	48985	7/1/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	122064			
		June 2020 Service		
		001-000-270-576-80-41-02	Venvue Pay Station	\$90.00
	Total 122064			\$90.00
	Total 48985			\$90.00
	Total VenTek International			\$90.00
Washington State Patrol				
	48986	6/15/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
	00072386			
		2nd Qtr 2020 Service		
		001-000-214-521-20-42-02	WSP Access	\$600.00
	Total 00072386			\$600.00
	Total 48986			\$600.00
	Total Washington State Patrol			\$600.00

Vendor	Transaction Number Transaction Reference Account Number	Transaction Date	Fiscal Description Name Title	Void Amount
Washington State Treasurer				
48987	01012020 WST	7/1/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		June 2020 Court Remittance		
		633-000-200-589-30-00-00	Court Fees for WA State Treasurer	\$8,906.97
		Court Remittance		
	Total 01012020 WST			\$8,906.97
48987	07012020 BLD WST	7/1/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		2nd Qtr 2020 Building Fees		
		633-000-300-589-30-00-00	Bldg Permit Fees for State Treasurer	\$629.50
		Building Fees		
	Total 07012020 BLD WST			\$629.50
	Total 48987			\$9,536.47
Total Washington State Treasurer				\$9,536.47
Washington Tractor				
48988	2110788	6/9/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		PW - Supplies		
		101-000-000-542-30-48-00	Street Repair and Maintenance	\$67.09
	Total 2110788			\$67.09
	Total 48988			\$67.09
Total Washington Tractor				\$67.09
Water Management Laboratories, Inc.				
48989	185596	6/12/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		June 2020 Service		
		401-000-000-534-80-41-02	Water Testing and Sampling	\$21.00
	Total 185596			\$21.00
48989	185704	6/12/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		June 2020 Service		
		401-000-000-534-80-41-02	Water Testing and Sampling	\$48.00
	Total 185704			\$48.00
	Total 48989			\$69.00
Total Water Management Laboratories, Inc.				\$69.00

Vendor	Transaction Number	Transaction Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
Williams Scotsman, Inc.				
48990	7915783	7/1/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		July 2020 Rent		
		001-000-254-518-20-45-01	Facilities-Bldg Rental/Modspace	\$3,454.55
		CD Modular Rental		
	Total 7915783			\$3,454.55
48990	7915784	7/1/2020	2020 - July - 2nd July Batch for 7.16.2020 Council	
		July 2020 Rent		
		001-000-248-518-20-45-01	MDRT-Bldg Rental-Modspace	\$1,958.05
		MDRT Modular Rental		
	Total 7915784			\$1,958.05
	Total 48990			\$5,412.60
Total Williams Scotsman, Inc.				\$5,412.60
	Vendor Count	44	Grand Total	\$398,314.34



Register

Fiscal: 2020

Deposit Period: 2020 - July, 2020 - June

Check Period: 2020 - July - 2nd July Batch for 7.16.2020 Council, 2020 - July - Early 2nd July Batch, 2020 - June - EFT Batch for 7/16/2020 Council

Number	Name	Print Date	Clearing Date	Amount
Columbia Bank				
Check				
<u>48951</u>	King Co Dept of Local Services - Permitting	6/24/2020		\$2,943.00
<u>48952</u>	ADT Security Services (PA)	7/17/2020		\$55.54
<u>48953</u>	AHBL, Inc.	7/17/2020		\$23,617.50
<u>48954</u>	Alpine Products Inc.	7/17/2020		\$1,841.72
<u>48955</u>	Andrew and Kerry Edgerton	7/17/2020		\$186.60
<u>48956</u>	Axon Enterprise, Inc.	7/17/2020		\$860.11
<u>48957</u>	Benjamin and Arielle Farhner	7/17/2020		\$38.66
<u>48958</u>	Cadman, Inc.	7/17/2020		\$868.13
<u>48959</u>	CallTower, Inc.	7/17/2020		\$1,710.05
<u>48960</u>	CHS/Cenex	7/17/2020		\$1,536.01
<u>48961</u>	City of Black Diamond	7/17/2020		\$1,561.50
<u>48962</u>	Department of Health	7/17/2020		\$3,705.00
<u>48963</u>	Enumclaw School District	7/17/2020		\$207,917.00
<u>48964</u>	Ferguson Waterworks #3011	7/17/2020		\$25,850.19
<u>48965</u>	Gunderson Law Firm	7/17/2020		\$6,950.00
<u>48966</u>	Home Depot Credit Service	7/17/2020		\$38.50
<u>48967</u>	Honey Bucket/Northwest Cascade Inc.	7/17/2020		\$196.00
<u>48968</u>	Ichijo USA Co., LTD	7/17/2020		\$156.41
<u>48969</u>	Johnsons Home & Garden	7/17/2020		\$334.24
<u>48970</u>	King County Finance	7/17/2020		\$808.81
<u>48971</u>	King County Finance - Wastewater Treat Div.	7/17/2020		\$58,203.72
<u>48972</u>	King County Prosecuting Attorney	7/17/2020		\$123.32
<u>48973</u>	Law Office of Krista White Swain	7/17/2020		\$3,600.00
<u>48974</u>	Lennar NW LLC	7/17/2020		\$740.00
<u>48975</u>	Madrona Law Group LLC	7/17/2020		\$26,602.30
<u>48976</u>	O'Brien, Barton, & Hopkins, PLLP	7/17/2020		\$3,000.00
<u>48977</u>	Office Products Nationwide	7/17/2020		\$570.50
<u>48978</u>	Orkin Commercial Services	7/17/2020		\$127.74
<u>48979</u>	Parametrix, Inc.	7/17/2020		\$1,067.50
<u>48980</u>	Regional Animal Services of King County	7/17/2020		\$30.00
<u>48981</u>	Severson's Building Maintenance	7/17/2020		\$1,600.00
<u>48982</u>	Sound Publishing Inc.	7/17/2020		\$856.80
<u>48983</u>	TRM Wood Products Co. Inc.	7/17/2020		\$410.90
<u>48984</u>	Utilities Underground Location Center	7/17/2020		\$136.74
<u>48985</u>	VenTek International	7/17/2020		\$90.00

Number	Name	Print Date	Clearing Date	Amount
<u>48986</u>	Washington State Patrol	7/17/2020		\$600.00
<u>48987</u>	Washington State Treasurer	7/17/2020		\$9,536.47
<u>48988</u>	Washington Tractor	7/17/2020		\$67.09
<u>48989</u>	Water Management Laboratories, Inc.	7/17/2020		\$69.00
<u>48990</u>	Williams Scotsman, Inc.	7/17/2020		\$5,412.60
<u>EFT Payment 06/01/2020 12:59:29 PM - 1</u>	U.S. Postal Service (Black Diamond)	6/1/2020		\$412.16
<u>EFT Payment 06/04/2020 12:58:39 PM - 1</u>	Invoice Cloud	6/4/2020		\$209.10
<u>EFT Payment 6/10/2020 12:59:03 PM - 1</u>	Merchant Card Services / Vantive Holding, LLC	6/10/2020		\$141.44
<u>EFT Payment 6/19/2020 12:55:07 PM - 1</u>	First Bankcard	6/19/2020		\$3,779.52
<u>EFT Payment 6/22/2020 12:59:55 PM - 1</u>	US Bank Equipment Finance	6/22/2020		\$1,471.42
<u>EFT Payment 6/24/2020 1:00:24 PM - 1</u>	Washington State Department of Revenue	6/4/2020		\$6,293.60
		Total	Check	\$406,326.89
		Total	390562401	\$406,326.89
		Grand Total		\$406,326.89

City of Black Diamond

Payroll Register June 2020

Number	Name	Fiscal Description	Amount
19979	Paper Paycheck	2020 - June - Month End	\$5,266.10
19980	Paper Paycheck	2020 - June - Month End	\$880.54
19981	Paper Paycheck	2020 - June - Month End	\$880.54
19982	Paper Paycheck	2020 - June - Month End	\$880.54
19983	Paper Paycheck	2020 - June - Month End	\$733.78
19984	BD Police Officers Association	2020 - June - Month End	\$960.00
19985	City of Black Diamond Flex	2020 - June - Month End	\$265.00
19986	Joseph Kaufman	2020 - June - Month End	\$147.40
19987	Minnesota Child Support Payment Ctr	2020 - June - Month End	\$455.00
19988	Teamsters Local 117	2020 - June - Month End	\$1,730.26
19989	Trusteed Plans Service CP LTD	2020 - June - Month End	\$316.52
19990	Western States Police Medical	2020 - June - Month End	\$600.00
June 2020 Aflac	Aflac	2020 - June - Month End	\$166.53
June 2020 AWC Ins	AWC Employee Benefit Trust	2020 - June - Month End	\$59,365.84
June 2020 Draw	Payroll Vendor	2020 - June - Month End	\$52,813.80
June 2020 DRS: DCP	DOR - Deferred Comp	2020 - June - Month End	\$8,591.32
June 2020 DRS: Ret	Dept of Retirement Systems	2020 - June - Month End	\$45,609.24
June 2020 ESD	Employment Security Dept	2020 - June - Month End	\$543.57
June 2020 L & I	Dept of Labor and Industries	2020 - June - Month End	\$4,372.78
June 2020 LC Payout	Payroll Vendor	2020 - June - Month End	\$977.58
June 2020 Month End	Payroll Vendor	2020 - June - Month End	\$126,857.22
June 2020 PFML	PFML Emp. Security Dept	2020 - June - Month End	\$695.60
June Fed Taxes	City of Black Diamond Taxes	2020 - June - Month End	\$67,545.98
			\$380,655.14

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of July 2, 2020
Virtual Meeting Via Zoom

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

PRESENT: Councilmembers Oglesbee, Stout, de Leon, Nelson, and Paige. (Councilmember Wisnoski was not present during roll call and joined the meeting at 7:11 p.m.)

ABSENT: Councilmember Deady (excused)

Staff present: Seth Boettcher, Public Works Director; David Linehan, City Attorney; Barb Kincaid, Community Development Director; and Brenda L. Martinez, City Clerk/HR.

AGENDA REVIEW AND APPROVAL:

Councilmember de Leon **moved** to adopt the agenda; **second** Councilmember Oglesbee. Motion **passed** with all voting in favor (5-0).

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS: None

CONSENT AGENDA:

Councilmember Oglesbee **moved** to adopt the Consent Agenda; **second** Councilmember de Leon. Motion **passed** with all voting in favor (5 -0). The Consent Agenda was approved as follows:

- 1) **Claim Checks** – July 2, 2020 Check No. 48908 through 48950 in the amount of \$361,321.46
- 2) **Minutes** – Council Meeting of June 18, 2020

PUBLIC COMMENTS:

Written comments received are included with the minutes for this meeting.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

3) AB20-037 – Resolution Accepting the Variable Frequency Control Pane from Process Solutions

Public Works Director Boettcher reported on this item.

Councilmember Oglesbee **moved** to adopt Resolution No. 20-1361 accepting the Variable Frequency Drive Control Panels from Process Solutions, Inc. according to the contract documents; **second** Councilmember de Leon. Motion **passed** with all voting in favor (5-0).

4) AB20-038 – Resolution Accepting the New Pumps and Appurtenances from Triangle Pump & Equipment

Public Works Director Boettcher discussed this agenda item and noted is it part of the previous action Council approved.

Councilmember Oglesbee **moved** to adopt Resolution No. 20-1362 accepting the New Pumps and Appurtenances from Triangle Pumps & Equipment, Inc. according to the contract documents; **second** Councilmember Nelson. Motion **passed** with all voting in favor (5-0).

5) AB20-039 – Ordinance Amending the Non-Exclusive, Twenty-Year Water System Franchise with the City of Tacoma

Public Works Director Boettcher briefed Council on this action item.

Councilmember Wisnoski joined the meeting at 7:11 p.m.

Councilmember de Leon **moved** to adopt Ordinance No. 20-1143, amending the franchise granted to the City of Tacoma, to construct, maintain, operate, replace, and repair a water system within the public rights-of-way; providing for severability; and establishing an effective date; **second** Councilmember Paige. Motion **passed** with all voting in favor (6-0).

6) AB20-040 – Ordinance Amending Chapter 6.04 of the Black Diamond Municipal Code Entitled “County Animal Control Ordinance Adopted”

Community Development Director Kincaid reported on this agenda item.

There was Council discussion.

Councilmember Oglesbee **moved** to approve Ordinance No. 20-1144 amending Chapter 6.04 of the Black Diamond Municipal Code entitle “County Animal Control Ordinances”; providing for severability; and establishing an effective date; **second** Councilmember Nelson. Motion **passed** with all voting in favor (6-0).

7) AB-20-041 – Resolution Authorizing Professional Services Contract with Blueline for On-Call Planning Services for the Community Development Department

Community Development Director Kincaid addressed this agenda item.

Councilmember Oglesbee **moved** to adopt Resolution No. 20-1363, authorizing the Mayor to execute a professional services agreement with Blueline for professional on-call planning services; **second** Councilmember Oglesbee. Motion **passed** with all voting in favor (6-0).

DEPARTMENT REPORTS:

Fire – Chief Smith spoke on fireworks during the 4th of July and noted the city has two fireworks stands within the city limits. He reviewed the time frames for when fireworks can be sold and discharged within the city limits. He also discussed the approval of the permit for the fireworks display at Lake Sawyer. He commented on the reckless discharge of fireworks that is in the Black Diamond Municipal Code and shared that last Tuesday was Chief Barlow's last day and they will be reviewing applications for his replacement. He also discussed what types of outdoor burning is allowed.

Public Works- Public Works Director Boettcher reported that next week Lawson Street will be chipped sealed and explained that this type of project has been done in the city before. He also reported that the department is working on private projects that are coming into construction phase and gave the examples of a mini storage with a small retail component and a site north of Columbia Bank that has a clear and grade permit. He shared that there is an approved 6 lot short plat on 236th Ave SE and the John Henry Mine reclamation is starting. There is lot of private activity and activity in Ten Trails that is keeping the maintenance workers busy. He stated that it is grant season and Mr. Hanis is busy working on that and he is busy with permit review and administration of the four phases of the springs project and director duties.

There was discussion on what is being proposed at Diamond Square.

MAYOR'S REPORT: No report as Mayor Benson was absent from this meeting.

COUNCIL REPORTS:

Councilmember Nelson reported attending the Public Safety meeting and discussed issues he has become aware of from residents on social media and it not being positive. He noted the importance of getting the message out that we are one unified City. He talked with local businesses and they are excited to move forward cautiously and is not sure how the city is moving forward to support the businesses and noted we need to look at this. He discussed the firework stand by the Kiwanis and encouraged folks to patronize it as it is their big fundraiser that supports the city.

Councilmember Paige commented on 4th of July and every year the show is a great community event and encourage folks to attend and to social distance. He shared that there are limited speeding hours on Lake Sawyer and that Friday is considered a holiday, so

the speeding hours are 11 a.m. to 3 p.m. and the same for the 4th. He mentioned that our Black Diamond Police will be out on the lake patrolling to make sure folks are shutting down at 3 p.m. He hopes everyone is safe and sane and noted this will be a great 4th despite the worldwide pandemic.

Councilmember Deady - absent

Councilmember Oglesbee complimented Councilmember Stout on running the meeting. She reported attending the Planning Committee meeting where they discussed items on the agenda. She attended the Public Safety Committee meeting and shared the officers are getting ready for the 4th of July celebration on the lake. She announced that the Municipal Court is looking for a full-time court position with experience. She met with Mr. Williamson on Ten Trails to review information she had questions on and wished everyone a happy and safe 4th and to use caution and to enjoy and have fun.

Councilmember Wisnoski reported attending the Public Safety Committee meeting and discussed the marine unit on the lake. He reminded everyone on the GoFundMe for the museum to raise money for a new furnace and thanked Ten Trails and Brian Ross for their donations. He commented on the division of citizens being ridiculous and added that Ten Trails is our neighbors and part of the community. He commented on having a safe 4th and to please not drive impaired and offered for people to give him a call if they need a ride. He suggested forming an ad hoc committee on addressing community togetherness as it needs to be nipped in the bud and is not acceptable.

Councilmember Stout reported attending the AWC Annual Conference via virtual attendance. She noted the conference being good with great sessions and discussions. She also attended the Public Works and Finance Committee meetings where items on the agenda were discussed. She reported on a King County Metro meeting where they discussed their pandemic response and budget impacts. She recommended to Council participating in Sound Cities Association (SCA) meetings. She bid farewell to former Enumclaw School District Superintendent Mike Nelson who is off to another post working for the state. She congratulated the Deady family on their new grandbaby.

Councilmember de Leon complimented Councilmember Stout on running the meeting. She reported attending the Planning Committee meeting where items on the agenda were discussed and the need to prioritize our online infrastructure for the future and hopes to get the website development prioritized even though city staff are strained. She also attended the Public Works Committee meeting and appreciated all the walk throughs and all the work the Public Works staff is doing to keep the city running. She was also able to attend the AWC Conference and noted it was a great opportunity to listen to the great speakers and review the resources available including the digital presence. She noted getting to be a voting delegate was exciting and to leverage our collective power as cities. She shared on the last day there was a panel that presented on how cities can address systemic racism and hopes we can continue that momentum as other cities are doing and addressing those root causes and helping to overall make everyone's life better, including those who are most impacted by systemic racism. She hopes everyone has a safe 4th of

July weekend and to be especially mindful of pets and also that setting off fireworks could set off a lot of traumatic responses for people.

Councilmember Stout added that all material from the AWC Conference is available online.

ATTORNEY REPORT: None

EXECUTIVE SESSION: None

Councilmember Wisnoski recognized Councilmember Stout for her leadership in running a smooth meeting tonight.

ADJOURNMENT:

Councilmember Wisnoski **moved** to adjourn the meeting; **second** Councilmember Paige. Motion **passed** with all voting in favor (6-0).

The meeting ended at 8:02p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

The CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution authorizing execution of a contract with FCS Group, Inc. to conduct a fiscal analysis of potential options for fire protection services to the City and its residents	Agenda Date: July 16, 2020 AB20-042	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	X
	City Clerk – Brenda L. Martinez	
	Com Dev – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	X
Cost Impact (see also Fiscal Note): \$54,380	Police – Chief Kiblinger	
Fund Source:	Public Works – Seth Boettcher	
Timeline: Through March 31, 2021	Court – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution; Proposed Contract and Scope of Work		
<p>SUMMARY STATEMENT: In January, via Resolution No. 20-1335, the Council authorized the Mayor to proceed with an RFP solicitation process to select a consultant to provide the City Council with a fiscal study to analyze and evaluate options for providing fire protection services. The need for this analysis arose when the City’s current fire services provider, Mountain View Fire & Rescue, sent a notice in late 2019 that it intended to terminate its contract with the City effective December 31, 2022. Per Resolution No. 20-1335, the Council required that the contract with the selected consultant be brought back to Council for approval.</p> <p>The City issued the RFP in March 2020 and received three proposals from qualified respondents. The selection committee evaluated and scored these responses using objective criteria to identify the response that best meets the City’s needs for a fiscal analysis and report evaluating the four available options for obtaining fire protection services. At the conclusion of the RFP process, FCS Group, Inc., was selected as the best respondent for providing the requested fiscal study.</p> <p>City staff have worked with the City Attorney to negotiate a contract and appropriate scope of work for FCS to provide the requested fiscal study and final report. Under this contract, FCS expects to complete the fiscal study and report to Council by December 31, 2020. However, the contract builds in some flexibility to extend the work through March 2021 to accommodate any delays that may occur in obtaining necessary information from third parties or completing the analysis, as well as any follow-up or further analysis that Council may request beyond the initial scope of work described in the contract. A more detailed project schedule and scope is set forth in Exhibit A to the contract.</p> <p>For the scope of work set forth in the agreed contract, FCS will be paid for its actual time and materials up to a maximum of \$54,380.</p> <p>FISCAL NOTE (Finance Department): The budget of approximately \$55,000 was covered by an existing \$35,000 of existing funds but will need an additional 2020 Budget change of \$20,000</p>		

for 2020. This can be covered by the excess collection of Sales Tax during 2020.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Finance Committee will discuss the coverage of the Budget during their July 9, 2020 Finance Committee meeting.

RECOMMENDED ACTION **MOTION to adopt Resolution No. 20-1364, authorizing the Mayor to execute a contract with FCS Group, in an amount not to exceed \$54,380, to conduct a fiscal analysis of options for providing fire protection services to the City and its residents.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
July 16, 2020		

RESOLUTION NO. 20-1364

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH FCS GROUP, TO CONDUCT A FISCAL ANALYSIS OF OPTIONS FOR DELIVERING FIRE PROTECTION SERVICES TO THE CITY AND ITS RESIDENTS

WHEREAS, currently the City of Black Diamond contracts with Mountain View Fire and Rescue to provide fire protection services to our citizens; and

WHEREAS, Mountain View Fire and Rescue has provided the City with a Notice of Termination and Intent to Renegotiate letter received on November 13, 2019; and

WHEREAS, in order for the City Council to do their due diligence in evaluating available alternatives for obtaining fire protection services, an experienced consultant needs to be retained to assist with analyzing the potential fiscal impacts to the City and its residents; and

WHEREAS, the Council previously authorized the City administration to undertake an RFP process to select a qualified fiscal consultant to analyze and evaluate fire service options; and

WHEREAS, the City issued an RFP announcement on or about March 18, 2020, requesting qualified consultants to submit proposals meeting the criteria and specifications described in the RFP;

WHEREAS, the City received three timely responses to its RFP from qualified consultants; and

WHEREAS, the selection committee has conducted a thorough evaluation of the various proposals submitted by the RFP respondents and has selected FCS Group, Inc., as the respondent that will best meet the needs of City according to the criteria and specifications described in the RFP; and

WHEREAS, FCS Group is willing and able to provide the requested services on the terms and conditions set forth in the contract attached hereto as Attachment A;

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

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Section 1. The Mayor is hereby authorized to execute a professional services contract between the City and FCS Group, Inc., to conduct a fiscal analysis of options for delivering fire protection services to the City and its residents, as more fully described in the City's March 2020 RFP announcement. The contract shall be for an amount not exceed \$54,380 and shall be substantially in the form attached hereto as Attachment A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF JULY, 2020.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF BLACK DIAMOND AND
FINANCIAL CONSULTING SOLUTIONS GROUP, INC. FOR
FISCAL ANALYSIS OF FIRE SERVICES**

THIS AGREEMENT is made effective as of July 16, 2020, by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and Financial Consulting Solutions Group, Inc. (hereinafter the "Consultant"), a corporation organized under the laws of the State of Washington, located and doing business at 7525 166th Ave NE D-215, Redmond, WA 98052

RECITALS

WHEREAS, the Mountain View Fire District has provided formal notification to terminate its existing fire services contract with the City of Black Diamond effective December 31, 2022; and

WHEREAS, the City desires to obtain a detailed Fire Services Study, as described in its Request for Proposals ("RFP") dated March 19, 2020, to evaluate its options for continued fire services; and

WHEREAS, the City selected the Consultant through a competitive process to provide fire fiscal analysis services; and

WHEREAS, the Consultant has agreed to provide such services on the terms and conditions provided in this Agreement;

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

TERMS

I. Description of Work.

The scope of Consultant's work under this Agreement is set forth in Exhibit A, attached hereto. Consultant shall assign professional fiscal analysis staff to prepare a fiscal analysis report of options for continued fire services, consistent with the milestones and timeline described in Exhibit A. As described more particularly in Exhibit A, the consulting services shall include, but not be limited to, comparing and contrasting the fiscal and policy implications of 1) Contracting with the Mountain View Fire District; 2) Annexing into the MVFD; 3) Annexing into a Regional Fire Authority; and 4) Creating a city-owned and operated Fire Department. The fiscal analysis shall be limited to identifying the operational costs and policy implications of providing comprehensive community fire services consistent with the City's levels of service (standard of cover) as presented in the City's adopted comprehensive plan dated May 2, 2019 (Ord. 19-1121), excerpts of which are incorporated in this agreement as Attachment C.

The Consultant represents and warrants that it and any staff member assigned to the work will have the requisite training, skill, and experience necessary to provide the services required by this Agreement and if required, are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultant(s) under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. The Consultant shall not subcontract with any subconsultant for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. The City shall pay the Consultant actual time and materials, based upon an hourly rate from the current fee schedule in Exhibit B. The payment made by the City to the Consultant shall not exceed \$54,380 (Fifty-Four Thousand Three Hundred and Eighty Dollars) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to suspend or terminate the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall submit monthly invoices to the City for each Task Order after such services have been performed, and a final bill upon completion of all the services described in the Task Order. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. The Consultant will not undertake any work or otherwise financially obligate the City in excess of the not-to-exceed amount in Section II(A) above, without a duly authorized amendment to this Agreement. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, attached hereto.

III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only

in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

IV. Duration of Work

This Agreement is effective as of June 8, 2020, and shall remain effective through March 31, 2021, unless terminated by written notice in accordance with Section V, below. The Consultant shall not begin any work under this Agreement until the City has issued a Notice to Proceed.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Section I. Termination shall be effective immediately upon posting or transmission of written notice by the City, or on such date as stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages,

losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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 Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

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

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of this 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 Consultant, its agents, representatives, or employees.

B. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

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. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

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

4. Professional Liability insurance appropriate to the Consultant's profession.

C. Minimum Amounts of Insurance. Consultant 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.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

D. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

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

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

4. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs, reports, and other work products developed under this Agreement shall belong to and become the joint property of the City and the Consultant. The City and Consultant each shall have the nonexclusive right to do or authorize any of the acts enumerated in 17 U.S.C. § 106, including without limitation reproduction, distribution, performance, or display of the work. The parties agree that there shall be no liability or accounting for profits or revenues made on account of the exercise of any of the aforementioned rights. Each party will retain exclusive interest in and ownership of its intellectual property that was developed before this Agreement takes effect or that was developed outside the scope of this Agreement. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of

Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor of the City of Black Diamond, who shall determine the term or provision's true intent or meaning. The Mayor of the City of Black Diamond shall also decide all questions that may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement that cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, then any resulting litigation must be filed in King County Superior Court, King County, Washington, which shall be the exclusive venue for disputes relating to the interpretation, performance, or enforcement of this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of the State of Washington, exclusive of its choice-of-law rules. The non-prevailing party in any action brought to enforce this Agreement shall pay the other party's expenses and reasonable attorney's fees.

XVI. Written Notice

Unless otherwise specified, any written notice required by this Agreement shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: John Ghilarducci
Financial Consulting Solutions Group, Inc.
7525 166th Ave NE D-215, Redmond, WA
98052

CITY:

Attn: Andy Williamson
City of Black Diamond
P.O. Box 599
24301 Roberts Drive
Black Diamond, WA 98010

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City is void. If the City gives its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment may be made without the City's consent.

XVIII. Modification and Severability

No waiver, alteration, or modification of any of the provisions of this Agreement is binding unless in writing and signed by the duly authorized representatives of the City and the Consultant.

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained herein, then this Agreement controls.

AGREED TO AND EXECUTED BY:

CONSULTANT

CITY OF BLACK DIAMOND

By: _____
John Ghilarducci, Principal and
President

By: _____
Carol Benson, Mayor

Consultant:
**Financial Consulting Solutions
Group, Inc.**
7525 166th Ave NE D-215,
Redmond, WA 98052

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

EXHIBIT A

Scope of Work and Schedule

This scope of work is for the Consultant to provide fire financial analysis professional services to the City, as described generally in the City's RFP for a Fire Services Study.

The financial analysis professional services will include comparing and contrasting the fiscal implications to the City and to its citizens of four options for continued fire services: 1) Continuing to contract with the Mountain View Fire District; 2) Annexing into the MVFD; 3) Annexing into a Regional Fire Authority; or 4) Creating a city-owned and operated Fire Department.

The following presents a proposed task plan.

Task 1 - Review and Confirm the Overall Work Plan

We will review our proposed work plan with the City. Steps will include the following:

- Review the tasks to be performed, methods used, resources to be utilized, and any potential problems and a general timeline to complete each element of the workplan.
- Conduct the work plan review on site or by video conference as conditions and safety concerns dictate. This meeting will also serve as the initial kick off meeting to discuss the study's logistics as well as expectations and outcomes.

Task 2 - Review Background Information

We will review available information from the City to help us develop a deeper understanding of the City's current operational and capital costs, revenues, levels of service, and identify key stakeholders. These include the city's comprehensive plan, previous fire services study, budget, and other documents provided by the City.

Task 3 - Conduct Stakeholder Meetings

We will work with the City's project team to identify meetings with key stakeholders. These may include, but not be limited to, the City's Finance Director, Planning Director, Mayor, Council, and MVFD Fire Chief. We will commence a comprehensive review of fire and EMS entities by touring the City to become more familiar with areas of growth, risks and geography.

Task 4 – Prepare baseline data

A key pre-requisite to our analysis will be to prepare a baseline understanding of the current fiscal impact of providing fire services. The analysis will include a high level cost-of-services study for the MVFD. Key anticipated subtasks include:

- Review and analyze fire and EMS costs and workload data
- Develop a cost of service framework
- Determine the cost of service between availability and demand cost categories
- Evaluate potential customer classes and allocation methods
- Calculate availability and demand rates for each customer class
- Review and analyze MVFD's requested future increases to annual charges for providing services to the City under a renewed fire services contract.

Task 5 – Prepare analysis of alternatives

We will identify and analyze the 10-year operating costs and impact to City property taxes and other City revenues for four alternatives as follows:

- Enter into new contract to continue service with MVFD
- Annex into the MVFD
- Annex into a Regional Fire Authority
- Create a city-owned and operated fire department

It is understood, per the RFP, that the fire fiscal analysis will entail estimates of operating and capital costs of contracting with MVFD (which currently uses primarily volunteer firefighters (NFPA 1720), with anticipated increases of some full-time career firefighters as population increases) versus contracting with another Fire District or Regional Fire Authority for similar service and staffing levels as appropriate to meet level of service standards. Likewise, when analyzing the option to create a city-owned fire department, the analysis will entail an anticipated increase of some full-time career firefighters as the City's population increases. Consultant may assume that the population is 5,000 residents at the beginning of the study and will increase by approximately 500 per year over the next 10 years. In all respects and whenever possible to do so, the Fire Services Study should incorporate realistic assumptions and scenarios concerning the use of volunteer and/or career firefighter personnel under the four different service alternatives.

In addition, for each alternative, we will identify an implementation plan to include considerations such as:

- Timeline for negotiating a new contract with MVFD
- Timeline for annexing into either the MVFD or an RFA, including public noticing and election requirements
- Timeline for creating the City's own fire department including establishing financial and operating policies and procedures, hiring, equipment procurement, locating property for a fire station, and capital construction of a fire station

Task 6 – Conduct a survey of comparable jurisdictions

We will prepare a fire services survey of comparable jurisdictions. Based on direction from the City's project team, the comparable jurisdictions will include the following cities: Fircrest, Medical Lake, Milton, Orting, Prosser, Selah and Stanwood. We will work with the City's project team to determine the data points to be collected (such as history and how fire services are provided, number of career vs volunteer staff, fire operating expenses per capita, fire equipment reserves per capita, and sources of funding, including property taxes, levy mil rate, assessed valuation), residential population growth rate, and future planned fire capital facilities.

Task 7 - Prepare Executive Summary

With completion of the analysis and implementation plan for each of the four options as identified under Task 5, we will prepare an executive level summary to facilitate City decision making. This summary will compare and contrast the estimated 10-year (2021-2031) operating costs, revenue impacts, stakeholder concerns, and implementation considerations of each option.

Task 8 - Draft and Final Report

We will prepare a draft feasibility report for review and comment by the City's project manager and any key stakeholders. The report will describe the assumptions, methodologies used, analyses, observations, and recommendations. We will review the draft report with the City, and based on the comments we will make revisions, as appropriate, and prepare a final report. We

will provide an electronic copy of the final report. The final report is anticipated to be completed by December 31, 2020, but must be completed and delivered to the City by no later than February 28, 2021, unless the parties agree in writing that additional time is reasonable and appropriate. If the City requests additional deliverables or an expanded scope of work, the parties will mutually determine an appropriate schedule for completing the additional work and/or deliverables.

Task 9 - Council Presentations

As specified in the City’s proposed scope, we will prepare and facilitate two presentations to the City Council during public hearing or work session.

If additional City Council meetings are needed, these can be added based upon actual time and materials.

Task 10 - Administration

This final task includes project accounting and administration, invoicing, and bi-weekly meetings (once every two weeks) with the City’s project team to discuss project status, discuss and resolve any potential issues that may affect the project schedule, discuss upcoming meetings or deliverables, and receive any appropriate direction from the City.

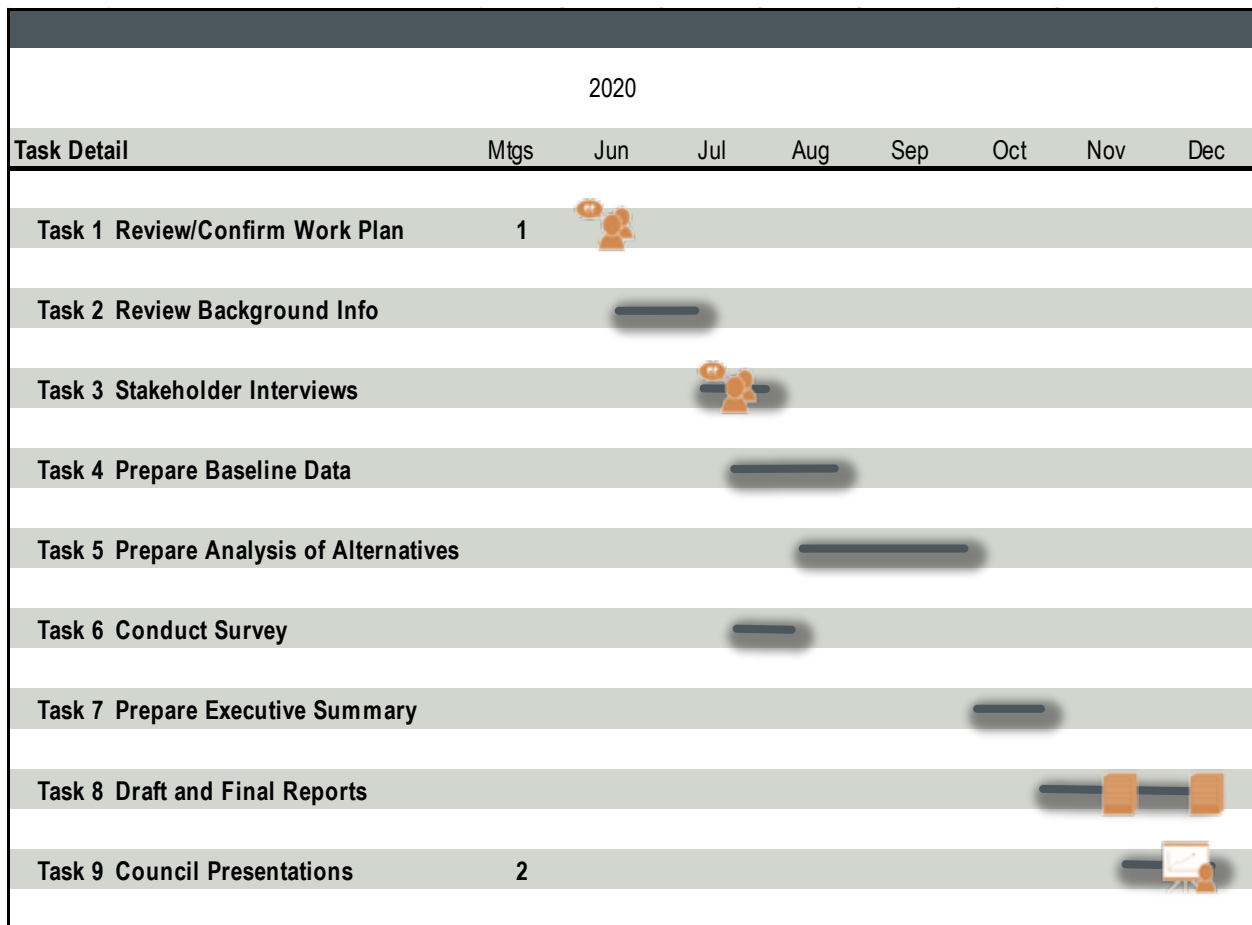


EXHIBIT B
Study Budget

Task Detail	Mtgs	J. Ghilarducci	P.Moy	M.Chaw	L.Slaughterbeck & C.Bozette	Admin	Total	Expense	Budget incl
		PIC	TA	Sr. PM	Sr. Analyst		Budget	Budget	Estimate
Task 1 Review/Confirm Work Plan	1	2	0	2	2	0	6	\$0	\$1,220
Task 2 Review Background Info		0	2	6	6	0	14	\$0	\$2,450
Task 3 Stakeholder Interviews	3	1	2	8	8	0	19	\$600	\$4,000
Task 4 Prepare Baseline Data		2	2	8	40	0	52	\$0	\$8,310
Task 5 Prepare Analysis of Alternatives		4	14	40	56	0	114	\$0	\$19,870
Task 6 Conduct Survey		0	2	12	8	0	22	\$0	\$3,910
Task 7 Prepare Executive Summary		1	2	8	8	0	19	\$0	\$3,400
Task 8 Draft and Final Reports		1	2	12	24	0	39	\$200	\$6,700
Task 9 Council Presentations	2	1	2	8	8	0	19	\$200	\$3,600
Task 10 Administration		0	0	8	0	4	12	\$0	\$1,920
Labor Total		\$3,240	\$5,740	\$21,840	\$23,200	\$360			\$54,380
Budget Estimate									\$54,380
Cost Summary									
Total Hours		12	28	112	160	4	316		
Billing Rate		\$270	\$205	\$195	\$145	\$90			

EXHIBIT C

Fire Level of Service City of Black Diamond 2015-2035 Comprehensive Plan (excerpts)

1. Chapter 8.7 – Fire and Emergency Medical Services (Ord. 19-1121, adopted May 2, 2019) (attached)
2. Appendix 6 - Fire Protection Facilities (Ord. 19-1121, adopted May 2, 2019) (attached)

- **Policy P-6:** Apply CPTED (Crime Prevention Through Environmental Design) principles during the development review process to promote public safety.
- **Policy P-7:** Continue to participate in COPS principles to support community partnerships and develop localized problem-solving techniques.

8.7 Fire and Emergency Medical Services

The City of Black Diamond contracts with the Mountain View Fire and Rescue, King County Fire Protection District 44 (KCFD 44) to provide rescue, fire protection, fire suppression, fire prevention, fire marshal services, emergency medical services, Basic Life Support (BLS), hazardous materials response, dispatch services, administrative services and public education activities to citizens. Mountain View Fire and Rescue (KCFD 44) is a combination department consisting of both career and volunteer personnel. Fire investigative services are contracted through the King County Sheriff's Department.

The District operates out of eight fire stations, two of which are owned by the City of Black Diamond, Fire Station 98 and Station 99. Fire station 99 is in the center of the city at 25323 Baker Street and is not currently active. Fire Station 98 is near Lake Sawyer at SE 296th Street. A 2015 Fire and Emergency Medical Services study from the Ad Hoc Fire Committee reports that Station 99 is not adequate to meet Black Diamond's current needs for protection and should be replaced. The City established development impact fees for fire protection facilities in 2012 (Ordinance No. 12-980) and is planning and budgeting for the siting and construction of a new 8,000 square foot Fire Station to meet its needs.

The Ad Hoc Fire Committee also recommends using the City use NFPA (National Fire Protection Association) 1720 Section 4.3 standard as a benchmark to establish a Standard of Cover for the City to guide minimum staffing requirements and deployment for safe and effective operations. The NFPA defines "Demand Zones" for Standard of Cover that are based on population per square mile. Black Diamond's current population demographic falls within the NFPA "Suburban Area" Defined Zone with 500-1000 people per square mile. Standard Cover for Suburban sets a benchmark for a minimum of 15 staff to respond (including volunteers) with a 10-minute response time to "low hazard occupancy" (typically 2,000 square foot residential home) and being able to meet this objective 80% of the time. Current staffing levels are below the NFPA guidelines.

Advanced Life Support (ALS) services are provided by King County Medic One (KCM1). KCM1 is one of six ALS providers in the regional EMS system. It services approximately 520 square miles of south King county, an area with a population close to 725,000 people in 2015. ALS is considered a Second Tier of response and care is provided by Paramedics. The First Tier of Response, for BLS is provided by Firefighters and EMTs. Average response times for medic units in the county has been stable over time despite increased population. A review conducted in 2015 by the ALS Subcommittee concluded that there is adequate capacity within the region to manage anticipated demand.

Black Diamond has adopted standards for its water system which include regulating the design and construction of new development to achieve fire flow requirements. It is imperative that these standards be regularly reviewed and revised when needed to continually ensure there is enough water for fire protection throughout the system.

Future Fire and Emergency Medical Needs

As the City grows over the next 20 years, additional fire stations, equipment and personnel will be required to maintain adequate fire and emergency medical services. Additional water system improvements will also be needed to maintain adequate fire flow. The anticipated growth from the master planned developments will change the City's NFPA Demand Zone from Suburban to "Urban" Standard of Coverage.

Black Diamond is expected to grow from its current population of 4,200 to approximately 19,200. Based on the Ad Hoc Committee Report, Washington cities with populations between 15,000 and 25,000 average 2.3 fire stations and 7.4 on-duty firefighters. The NFPA standard indicates a need for 3 fire stations for Black Diamond when the master planned developments are fully developed. Using the NFPA Standard of Coverage for Urban Demand Zone, there will be a need for approximately twelve (12) paid firefighters to respond to fire emergencies. Typical fire station staffing in communities like Black Diamond is a 4-crew member per station. Specific capital improvement projects for fire stations and apparatus are shown in the Capital Facilities and Utilities Chapter.

Fire and Emergency Medical Services Policies

- **Policy FE-1:** Establish a Standard Level of Cover consistent with the NFPA 1720 Section 4.3 standards and strive to meet staffing standards for the Suburban Area Demand Zone which is six (6) firefighters/EMTs on duty.
- **Policy FE-2:** Consider relevant factors such as response time, call loads, growth of population and non-residential structures, geographical area, topographic and manmade barriers, natural hazards, and the NFPA standards when considering the level of service for determining the need for fire and emergency capital facilities and equipment.
- **Policy FE-3:** Take reasonable action to ensure that there is a fire station within a 1.5-mile radius or 6-minute travel time upon built roads from developed properties.
- **Policy FE-4:** Implement impact fees for fire and emergency medical capital facilities and equipment consistent with the City's impact fee ordinance.
- **Policy FE-5:** Make the replacement of Station 99 and Engine 99 a priority for public safety.
- **Policy FE-6:** Continue to work with Mountain View Fire to develop a work plan for long-term fire and emergency services needs as the City grows.

approximately 12,000 square feet on two floors. The center, which opened in October 1990, now offers programs for seniors and youth and classes and meeting space for community groups. The center is owned and operated as a nonprofit entity, the Black Diamond Community Center Association, with its own Board of Directors.

The Black Diamond branch of the King County Library System is located on Roberts Drive. The library is open 59 hours a week. In addition to the collection of books, the library maintains collections of magazines, videos, and compact discs (CDs). The library computer system allows the public to order any book in the King County system and have it mailed directly to their home.

Fire Protection Facilities

Mountain View Fire and Rescue is a combination department consisting of both career and volunteer personnel. The department's responsibilities include providing a minimum of two personnel on duty 24 hours a day, seven days a week in Black Diamond to provide fire protection.

In 2006, City entered into agreement with Mountain View Fire and Rescue to provide emergency services to the City operating and operating the District and City Fire Departments as one Department (merged). Currently an Interlocal Agreement contract for services. for fire and emergency services.

An Ad Hoc Fire Committee is a Joint Committee of the City Council and King County Fire District No. 44. Known as Fire Protection Joint Ad Hoc Committee. It was established by City under Resolution 13-883. Established and formalized in August 2013. The Committee is made up of City Council members and Mountain View Fire and Rescue Board members, and District 44 Fire chief and deputy. This Committee is charged with exploring alternative models for fire and emergency medical services for the City.

Existing Facilities

The City owns two fire stations, three fire engines, one brush truck, one aid car, and two staff vehicles. Station 98 is located on SE 296th Street, near Lake Sawyer. It is staffed half-time. Station 99 is located in the City Center, and it is not staffed. Several of the fire apparatus are older models that do not meet current standards.

The City contracts with Mountain View Fire and Rescue, King County Fire Protection District 44, to provide fire protection, fire prevention, rescue, emergency medical services, and other services that protect life or property. The current contract between the City and the District is the 2006 inter-local agreement (ILA).

Mountain View Fire and Rescue

Mountain View Fire and Rescue is a "fire district" that provides Emergency Services to a 70 square mile area of southeast King County. The District operates out of eight Fire Stations, utilizing 11 Fire Engines, 4 Medical Aid Cars, 2 Rescue Vehicles and a combination of smaller support vehicles.

MVFR provides services to Black Diamond by means of an interlocal Agreement. In the Agreement, the City provides funds to the District.

Mountain View Fire and Rescue is a combination department, consisting of both career and volunteer personnel, and has 28 career staff and approximately 100 volunteers, 23 of which are assigned to the City. The District services a combined area of approximately 70 square miles encompassing an estimated population of 27,000. Approximately 4,200 of those people live in the City.

The district operates out of eight stations, including two located in the City. District equipment includes 12 structure fire apparatus, including three water tenders (2,000 gallons each), three brush trucks, one medium rescue vehicle, one light rescue vehicle, five aid vehicles, a special operations support vehicle, a 14-person transport van, various four-wheel drive command vehicles, and a training/safety officer vehicle.

Pursuant to the April 2006 ILA between the City and District 44, one career lieutenant and one career firefighter/EMT are on duty at the Lake Sawyer station between 0600 hours and 1800 hours each day. Staffing at night is provided by two volunteer firefighters/EMTs. Station 99 is staffed only by volunteers responding from home. The staff assigned in the City is supported by a cadre of volunteers and career staff assigned throughout the District. Nighttime coverage, between 1800 hours and 0600 hours, is augmented by volunteer staff at Station 92, Station 93 on SE Covington Sawyer Road, Station 97 on Green Valley Road, and Station 94 near Krain Corner. Additionally, Station 92 has a staff of two career firefighters on duty 24 hours each day.

Emergency calls per dwelling and per square foot of non-residential space can be used to forecast future call loads. The average emergency calls per year in two comparable fire protection providers⁶ is 0.116 calls per dwelling unit and 0.1489 calls per 1,000 square feet of non-residential space. Applying these call rates to the 6,050 new dwellings and 1,165,000 square feet of non-residential space in the proposed MPDs would predict 875 emergency calls per year. Adding these calls to the current 170 calls per year produces a total of 1,045 calls per year. If future fire stations handle double the current call load of Station 98, Black Diamond would need a total of 3.1 stations when the MPDs are built out.

Basis of Need	Stations Needed
Comparable cities	2.3
Emergency call load	3.1
NFPA response standards	3.0
Population growth	1.8
Average	2.5

⁶ North Whatcom Fire & Rescue, Eastside Fire & Rescue

As noted above, Black Diamond currently has the equivalent of 0.5 staffed fire stations, therefore new development in Black Diamond creates the need for two additional fire stations (with apparatus)⁷.

Current level of Service (Standard of Cover)

Comprehensive Plan sets policy that there should be a fire station within 1.5-mile radius for 6 minutes travel time from developed properties in City.

Under current conditions, the City applies the NFPA 1720 as the standard while acknowledging the change will be required by imminent growth. NFPA is used primarily for volunteer departments. It provides guidance for staffing and time benchmarks for volunteer response based on zone type and population which are useful benchmarks against which to measure fire agency performance.

The City applies the “suburban” classification under the NFPA which is defined by having 5001000 people per square mile. For this classification, staffing and deployment requires a minimum of 10 firefighters arrive at a “low hazard occupancy” fire (typically a 2,000 sq. ft residential home), in no less than 10 minutes 80% of the time.

The NFPA Standard allows for “Mutual Aid” personnel to be counted toward achieving the response goal of 10 personnel in 10 minutes. Additional mutual aid units could be added from Kent Fire and/or Enumclaw Fire depending on nature and size of fire. Under interlocal agreement, Mountain View Fire automatically provides additional coverage as if the city and Mt. View are “one” department.

Fire station 99 is the only fire station located in Black Diamond, it is owned by the City. Fire Station 98 is owned by City but not physically located inside of City boundaries. Fire District is primarily a garage, constructed over 60 years ago, houses one fire apparatus, one District owned rescue vehicle, a brush truck and District owned rescue boat. It is not considered a viable response facility.

Projected Needs

Black Diamond is expected to grow from its current population of 4,200 to approximately 19,200. Emergency calls per dwelling and per square foot of non-residential space can be used to forecast future call loads. The average emergency calls per year in comparable fire protection providers is 0.116 calls per dwelling unit and 0.1489 calls per 1,000 square feet of non-residential space. Applying these call rates to the 6,050 new dwellings and 1,165,000 square feet of non-residential space in the proposed MPDs would predict 875 emergency calls per year.

Adding these calls to the current 170 calls per year produces a total of 1,045 calls per year. If future fire stations handle double the current call load of Station 98, Black Diamond would need a total of 3.1 stations when the MPDs are built out. The standards of the NFPA indicate the number of firefighters to respond to a structure fire. Specific response standards vary according to the type of emergency, the type of fire protection agency, and the density of development. It is assumed that approximately 12 firefighters are needed to respond to a fire emergency in Black Diamond. Typical

fire station staffing in communities like Black Diamond is 4 crew members per station. This NFPA standard indicates a need for 3 fire stations for Black Diamond when fully developed.

As noted above, Black Diamond is expected to grow from its current population of 4,200 to approximately 19,200. The growth of 15,000 people is 3.58 times the current population. If the City's current half-time staffed station is considered the equivalent of 0.5 stations, then 3.58 times 0.5 indicates that the future need for population (excluding commercial development) is at least 1.8 stations. Black Diamond currently has the equivalent of 0.5 staffed fire stations, therefore new development in Black Diamond creates the need for two additional fire stations (with apparatus).

The City's policy for emergency response times will not be met in the west development area for the MPDs without capital improvements. The expected new population from the MPD building will require an additional fire department and more on duty career firefighters. The DAs for the MPDs address funding to provide for them. These planned improvements from the City's Capital Improvement Plan include the following:

- Replace reserve engine #981
- Replace primary fire engine #98
- Replace aid car #98
- Construction of an 8,000 sq ft (+/-) fire station in Lawson Hills area.

Fire Impact Fees

City established a fire capital facilities fund in 1995. The purpose of this fund is to collect capital facility fees from new development to use for land acquisition and improvements to provide for fire protection and emergency services. Impact fees are collected for residential and nonresidential development based on a formula adopted in the City's Code.

Police Facilities

Inventory of Department Staff, Facilities, and Programs

The Black Diamond Police Department is a full-service law enforcement agency serving the citizens and business population of the City. The police department currently is staffed by 12 commissioned police officers, one reserve officer, one records manager, and one part-time support position. Core services include responding to calls for service, proactive patrol, special operations, traffic enforcement, marine services, records, evidence, crime prevention, and narcotics and criminal investigation.

The police fleet currently consists of 11 patrol cars, two administrative vehicles, one undercover vehicle, one off-road Jeep, one marine boat, and one marine Jet Ski™.

The police department responds to calls 24 hours per day, 7 days per week, through requests for service via contracted dispatch with Valley Communications. The department is housed in approximately 1,600 square feet of space in a building shared with the Municipal Court, City Council Chambers, and the Emergency Operations Center.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution authorizing RH2 Springs Project Contract Amendment #3 for Bridge Design	Agenda Date: July 16, 2020	
	AB20-043	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (\$244,258)	Police – Chief Kiblinger	
Fund Source: WSFFA	Public Works – Seth Boettcher	X
Timeline:	Court – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution; Contract Amendment; Exhibit A1; Exhibit B1		
<p>The original engineering contract for the Springs Rehabilitation Project did not contain a bridge design. Preliminary design engineering has determined that the most practical reasonable bridge concept to cross the Green River is a parallel new cable bridge similar to the existing bridge.</p> <p>RH2 has the capacity and structural expertise to design the bridge.</p> <p>FISCAL NOTE (Finance Department): The funding needed for this project has been budgeted and is provided from the partners through the Water Supply and Facilities Funding Agreement. The request for funding through September has been sent.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee reviewed 7-7-2020, recommending approval to full council.		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 20-1365, authorizing the Mayor to execute Amendment No. 3 to the Professional Services Agreement with RH2 Engineering, Inc. for the Black Diamond Springs Rehabilitation project for the design of a bridge for the City’s water supply line.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
July 16, 2020		

RESOLUTION NO. 20-1365

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH RH2 ENGINEERING, INC. FOR BRIDGE DESIGN FOR THE SPRINGS REHABILITATION PROJECT

WHEREAS, in November 2018, the City council approved a \$662,000 contract with RH2 Engineering, Inc., to design the rehabilitation of the springs, pumping and transmission system by Resolution No.18-1278; and

WHEREAS, having determined the most practical, environmentally sensitive and reasonable concept to bring the water supply lines across the Green River, the City is now ready to design, permit, and bid the bridge component of Springs Rehabilitation Project; and

WHEREAS, RH2 has the capacity and structural expertise to design the bridge; and

WHEREAS, the additional scope of work caused the compensation limit set forth in the original contract to be exceeded by \$244,300; and

WHEREAS, the project funding is provided by Palmer Coking Coal and Oakpointe under the Water Supply Facility Funding Agreement and is within the 2020 budget allocation; and

WHEREAS, a contract amendment is required to amend the scope of work, and increase the compensation limit to \$1,117,700;

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

Section 1. The Mayor is hereby authorized to execute Amendment No. 3 to the Professional Services Agreement with RH2 Engineering, Inc. for the Black Diamond Springs Rehabilitation project, substantially in the form attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF JULY, 2020.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

City of Black Diamond
Contract Amendment No. 3
Black Diamond Springs Rehabilitation
Rh2 Project No. BD 518.179

In November 2018, the Black Diamond City Council approved a contract with RH2 Engineering, Inc. to design the rehabilitation of the springs, pumping and transmission system by Resolution 18-1278. In accordance with Sections 1 and 17 of the Professional Services Agreement for the **Black Diamond Springs Rehabilitation** (“Contract”), this is an authorization to add additional work to the Scope of Work as described in Exhibit A-1 referenced below (“Replacement Bridge Work”), and increase the authorized compensation under the Contract relating to the Replacement Bridge Work (“Amendment No. 3”). The Replacement Bridge Work will be invoiced pursuant to the methods and rates originally specified in the Contract.

Section 1 of the Contract is hereby repealed and replaced to read as follows:

1. Services by Consultant.

- A. Consultant shall perform the services described in the Scopes of Work attached to this Agreement as Exhibit “A” and Exhibit “A-1”. The services performed by the Consultant shall not exceed these Scopes of Work without prior written authorization from the City.
- B. The City may from time to time require changes or modifications in the Scopes of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

Section 2.B.4 of the Contract is hereby repealed and replaced to read as follows:

4. Compensation.

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$1,117,700 without written authorization and will be based on the fee schedules Exhibit “B” and Exhibit “B-1” attached hereto and the billing rates and reimbursable expenses as attached hereto as Exhibit C.

All other terms of the Contract (including any amendments entered into prior to this Amendment No. 3) remain in full force and effect.

AGREED TO BY:

RH2 ENGINEERING, INC.

CITY OF BLACK DIAMOND

Signature

Geoffrey G. Dillard, Director

Print Name/Title

Date

*RH2 Engineering, Inc. 22722 29th Dr. SE, Suite 210, Bothell, WA
98021*

Signature

Carol Benson, Mayor

Print Name/Title

Date

EXHIBIT A-1
Scope of Work
City of Black Diamond
Black Diamond Springs Rehabilitation
Green River Bridge
July 2020

Background

The Black Diamond Springs are the City of Black Diamond's (City) major source of drinking water supply and are utilized year-round. Groundwater is collected in a series of collection boxes and pipes. Once captured, the piped spring water flows via gravity across the top of an embankment area and down a steep slope. It then crosses the Green River via a 6-inch-diameter pipe on a cable suspension bridge and is pumped to the City's water system via the North Bank Pump Station (NBPS).

Additionally, the City's water right from the Black Diamond Springs allows for a water allotment for power generation. The City owns a power generation site on the south bank of the river that needs periodic inspection. Thus, the cable suspension bridge supports the water main across the river and provides pedestrian access to the power generating facility. This facility is an asset that the City would like to maintain.

The existing conveyance pipe from the Black Diamond Springs' junction box to the NBPS is undersized and the existing cable suspension bridge was built approximately 100 years ago. In 2017, the City had a pre-application meeting with King County (County) to address permit requirements for replacement of the bridge and waterline crossing of the Green River. At that time, the County requested an evaluation of the bridges structural soundness and integrity to support the new main; however, the City has not been able to provide one. The City retained Parametrix (PMX), a structural engineering consultant, to inspect the bridge, provide rehabilitation or replacement alternatives, and prepare a conceptual design.

PMX evaluated the bridge and prepared a report with rehabilitation and replacement alternatives. The report presented four alternatives based on ease of construction, ease of permitting, ease of access for inspection/maintenance, and structure cost. Of the four alternatives presented in the report, replacement in kind was recommended as the best alternative to be pursued.

The City is committed to the rehabilitation of the entire Black Diamond Springs source of supply. RH2 Engineering, Inc., (RH2) is currently under contract for the Design Phase Nos. 1 through 4. These Design Phases include the following.

- Phase 1 – NBPS
- Phase 2 – Transmission Main
- Phase 3 – Springs Conveyance System
- Phase 4 – Springs Groundwater Under the Influence of Surface Water (GWI) Protection

These Design Phases did not include services to replace the water main crossing of the Green River as the City was evaluating alternatives for this phase of the project.

The City has asked that RH2 prepare a proposal for the design of a new cable suspension bridge to support the new water main and provide pedestrian access to the south bank. This Scope of Work outlines the approach and effort needed to accomplish the City's request.

Task 1 – Project Initiation

Objective: The objective of the Project Initiation task is to prepare the engineering environment for success in completing the construction documents for the replacement bridge and waterline crossing of the Green River. Create the Project Delivery Team (PDT) to transition from the concept level design to the construction document level of design.

Approach:

- 1.1 Draft and Distribute Project Management Plan – A Project Management Plan (PMP) will be prepared to: communicate the makeup of the Project Team, including the City's representatives and the PDT members; communicate the anticipated deliverable documents and proposed schedule of delivery; provide the framework for managing the effort of the PDT; provide the communication protocol between members of the PDT; and provide protocol for communication of the PDT budget and schedule performance to the City and RH2 management.
- 1.2 Subcontract Geotechnical Engineering Firm – Enter into a contract with PanGEO Inc., (PanGEO) to perform the geotechnical design.
- 1.3 Conduct Project Kickoff Meeting – Conduct a project kickoff meeting with the City to present the PDT configuration, project objectives, project deliverables, deliverable schedule, communication protocol, and PDT member responsibilities.
- 1.4 Check Preliminary Calculations – Perform a check of the preliminary calculations already prepared by RH2 to determine if the concept level design is appropriate for use in the engineering of the contract documents.
- 1.5 Complete Structural Design Checklist – The Structural Design Checklist is a tool used to define the applicable design Codes and Standards, to identify and quantify the environmental and project loads and load combinations, and to identify the structural and geo-materials to be used. It is the basis of design.

Assumptions:

- *RH2 assumes that the geotechnical engineering firm from the concept level design, PanGEO, will be retained for the preparation of the construction documents.*

Provided by the City:

- As-built or record drawings of the bridge, waterline, and other constructed infrastructure in the vicinity of the project.

- Topographic mapping of the vicinity of the project in a format that can be imported as a 3D surface in AutoCAD.
- Planimetric mapping of the vicinity of the project in a format that can be imported as 3D elements in AutoCAD.
- Project records related to the elements of design, including reports, studies, operations records, maintenance records, and other documents the City has which are relevant to the project.
- Access to the site for the PDT staff.
- Attendance at one (1) Project Kickoff Meeting.

RH2 Deliverables:

- Attendance at one (1) Project Kickoff Meeting.
- Meeting agenda and minutes in electronic format.
- Project Management Plan in electronic format (PDF).
- Structural Design Checklist in electronic format.

Task 2 – Front-End Engineering and Design (30-Percent)

Objective: The objective of this Task is to perform the Front-End Engineering and Design (FEED) to ground truth the bridge crossing configuration and estimated construction cost. The FEED effort also develops the project information for use in pre-application permitting. The general approach is to develop the project documents, drawings, technical specifications, construction cost estimate, and permits at a 30-percent level of development. These documents will be prepared as draft documents for submittal to the City and review Agencies. The current list of deliverable documents is delineated in the following subtask definitions and will be revised as necessary throughout the development of the project's construction documents.

Approach:

- 2.1 Prepare Project Drawings – The objective of this subtask is to provide a set of drawings necessary and sufficient to define the major elements of the project.
 - 2.1.1 Create drawing C01 – Grading Plan. This sheet illustrates the earthwork.
 - 2.1.2 Create drawings C02 through C04 – Piping Plan and Details. These sheets illustrate the new piping and appurtenances, including tie-in to the Springs Conveyance System (Phase 3), and transition to the new bridge.
 - 2.1.3 Create drawing S01 – Notes. This drawing communicates the design data, materials, general notes, structural notes, and special inspection tables.
 - 2.1.4 Create drawing S02 – Plan and Elevation. This drawing shows the plan configuration of the existing and new bridges and the elevation of the new bridge.

- 2.1.5 Create drawing S03 – North Abutment, Sections and Details. This drawing shows the Plan Detail and the Sections of the North Abutment. This drawing will show the cable anchors. *It is anticipated that the abutment will be a cast-in-place concrete deadman and that the cable anchors will be anchor rods cast into the deadman.*
- 2.1.6 Create drawing S04 – South Abutment, Sections, and Details. This drawing shows the Plan Detail and the Sections of the South Abutment. *It is anticipated that the abutment will be a cast-in-place concrete retaining wall that acts as a sill for the bridge cables and retains the geo-materials which comprise the access pathway. It is also anticipated that the cable anchors will be anchor rods grouted into the exposed sandstone rock face.*
- 2.1.7 Create drawing S05 – Tower Framing and Foundation. This drawing shows the cast-in-place concrete shallow foundation and the structural steel framing which comprise the Tower. The Tower is the structural element that supports the north end of the cables as they transition to the backspan.
- 2.1.8 Create drawing S06 – Bridge Span. This drawing shows the configuration of the guard rails, walking surface, stringers, cable connections, pipe supports, and conduit supports. It also shows the ramp and security fence on the north bank of the river.
- 2.2 Prepare Technical Specifications – The objective of this subtask is to list the technical specification sections anticipated to be necessary to solicit construction bids.
 - 2.2.1 Prepare Section 03 30 53 Miscellaneous Cast-in-Place Concrete. This section delineates the requirements for the materials, formwork, placement, curing, repair of the cast-in-place concrete, reinforcing steel, and accessories.
 - 2.2.2 Prepare Section 05 16 33 Bridge Cabling. This section delineates the requirements for the bridge cable and connector materials and installation.
 - 2.2.3 Prepare Section 05 51 36 Miscellaneous Metal. This section delineates the requirements for the bridge railing, walking surface, stringers, pipe supports, and conduit supports. This section also includes the requirements for the materials, fabrication, coating, and installation of the structural steel for the Tower.
 - 2.2.4 Prepare Section 31 11 00 Clearing and Grubbing. This section delineates the requirements for clearing and preparing the site for the construction activities.
 - 2.2.5 Prepare Section 31 22 00 Grading. This section delineates the requirements for establishing the final topographic configuration of the site.
 - 2.2.6 Prepare Section 31 23 00 Excavation and Fill. This section delineates the requirements for the earthwork associated with the waterline piping and the North Abutment deadman anchor.
 - 2.2.7 Prepare Section 31 68 13 Rock Foundation Anchors. This section delineates the requirements for the components, materials, and installation of the rock foundation anchors.

- 2.2.8 Prepare Section 33 05 33 Polyethylene Utility Pipe. This section delineates the requirements for the materials and installation of the High-Density Polyethylene (HDPE) waterline, fittings, thrust blocking, valving, and appurtenances.
- 2.3 Prepare OPCC – The objective of this subtask is to develop an Association for the Advancement of Cost Engineering International (AACE) Class 5 construction cost estimate.
 - 2.3.1 Perform a quantity take-off of the elements of construction.
 - 2.3.2 Develop unit prices for the elements of construction.
 - 2.3.3 Develop Opinion of Probable Construction Cost (OPCC) comprised of the product of the quantities and the unit prices and applicable taxes and permits.
- 2.4 Prepare and Deliver 30-Percent Submittal – The objective of this subtask is to review the deliverable documents, compile and seal the deliverable documents, and transmit the deliverable documents for Agency review.
 - 2.4.1 Review drawings per RH2 Quality Control Plan (QCP).
 - 2.4.2 Review specifications per RH2 QCP.
 - 2.4.3 Review OPCC per RH2 QCP.
 - 2.4.4 Compile and seal the deliverable documents.
 - 2.4.5 Transmit 30-percent documents to the City for review. *Review comments will be provided in Task 3.*

Assumptions:

- *RH2 assumes that sufficient capacity can be developed in the geo-materials on the north and south sides of the Green River to resist the loads applied by the bridge components.*
- *The City acknowledges that the OPCC prepared by RH2 is based on professional experience and qualifications and represents RH2’s best judgement as an experienced and qualified professional. It is recognized that RH2 does not have control over the cost of labor, materials, equipment, or services furnished by others, or over market conditions. RH2 does not guarantee that actual costs will not vary from the OPCC developed.*

RH2 Deliverables:

- One (1) copy of 30-percent drawings C01 through C04, S01 through S06, and others deemed necessary during the FEED effort in electronic format (PDF).
- One (1) copy of 30-percent technical specification sections prepared during the FEED effort in electronic format (PDF).
- One (1) copy of 30-percent OPCC in electronic format (PDF).

Task 3 – Design Development (60-Percent)

Objective: Develop the design to a level where all major elements of the work have been configured and engineered and that the 30-percent City and review Agency comments have been addressed. The general approach is to develop the project documents, drawings, technical specifications, construction cost estimate, and permits at a 60-percent level of development. The documents will be revised to incorporate the design development and to address review comments. These documents will be prepared as draft documents for City review. The current list of deliverable documents is delineated in the following subtask definitions and will be revised as necessary throughout the development of the project’s construction documents.

Approach:

- 3.1 Revise Drawings – The objective of this subtask is to complete the analysis, design, and engineering of the project features and to show the features on a set of the drawings to be used for soliciting construction bids. The drawings will show all major elements in their final configuration.
 - 3.1.1 Revise drawing C01 – Grading Plan. This sheet illustrates the earthwork.
 - 3.1.2 Revise drawings C02 through C04 – Piping Plan and Details. These sheets illustrate the new piping and appurtenances, including tie-in to the Springs Conveyance System (Phase 3), and transition to the new bridge.
 - 3.1.3 Revise drawing S01 – Notes. This drawing communicates the design data, materials, general notes, structural notes, and special inspection tables.
 - 3.1.4 Revise drawing S02 – Plan and Elevation. This drawing shows the plan configuration of the existing and new bridges and the elevation of the new bridge.
 - 3.1.5 Revise drawing S03 – North Abutment, Sections, and Details. This drawing shows the Plan Detail and the Sections of the North Abutment. This drawing will show the cable anchors. *It is anticipated that the abutment will be a cast-in-place concrete deadman and that the cable anchors will be anchor rods cast into the deadman.*
 - 3.1.6 Revise drawing S04 – South Abutment, Sections and Details. This drawing shows the Plan Detail and the Sections of the South Abutment. *It is anticipated that the abutment will be a cast-in-place concrete retaining wall that acts as a sill for the bridge cables and retains the geo-materials which comprise the access pathway. It is also anticipated that the cable anchors will be anchor rods grouted into the exposed sandstone rock face.*
 - 3.1.7 Revise drawing S05 – Tower Framing and Foundation. This drawing shows the cast-in-place concrete shallow foundation and the structural steel framing which comprise the Tower. The Tower is the structural element that supports the north end of the cables as they transition to the backspan.

- 3.1.8 Revise drawing S06 – Bridge Span. This drawing shows the configuration of the guard rails, walking surface, stringers, cable connections, pipe supports, and conduit supports. It also shows the ramp and security fence on the north bank of the river.
- 3.2 Revise Technical Specifications – The objective of this subtask is to provide a set of the unedited technical specification sections to be used for soliciting construction bids.
 - 3.2.1 Create section 03 30 53 Miscellaneous Cast-in-Place Concrete. This section delineates the requirements for the materials, formwork, placement, curing, repair of the cast-in-place concrete, reinforcing steel, and accessories.
 - 3.2.2 Create section 05 16 33 Bridge Cabling. This section delineates the requirements for the bridge cable and connector materials and installation.
 - 3.2.3 Create section 05 51 36 Miscellaneous Metal. This section delineates the requirements for the bridge railing, walking surface, stringers, pipe supports, and conduit supports. This section also includes the requirements for the materials, fabrication, coating, and installation of the structural steel for the Tower.
 - 3.2.4 Create section 31 11 00 Clearing and Grubbing. This section delineates the requirements for clearing and preparing the site for the construction activities.
 - 3.2.5 Create section 31 22 00 Grading. This section delineates the requirements for establishing the final topographic configuration of the site.
 - 3.2.6 Create section 31 23 00 Excavation and Fill. This section delineates the requirements for the earthwork associated with the waterline piping and the North Abutment deadman anchor.
 - 3.2.7 Create section 31 68 13 Rock Foundation Anchors. This section delineates the requirements for the components, materials, and installation of the rock foundation anchors.
 - 3.2.8 Create Section 33 05 33 Polyethylene Utility Pipe. This section delineates the requirements for the materials and installation of the HDPE waterline, fittings, thrust blocking, valving, and appurtenances.
- 3.3 Prepare 60-Percent OPCC – The objective of this subtask is to develop an AACE Class 3 construction cost estimate as a draft document for City review.
 - 3.3.1 Perform a quantity take-off of the elements of construction.
 - 3.3.2 Develop unit prices for the elements of construction.
 - 3.3.3 Develop Opinion of Probable Construction Cost (OPCC) comprised of the product of the quantities and the unit prices and applicable taxes and permits.
- 3.4 Prepare and Deliver 60-Percent Submittal – The objective of this subtask is to review the deliverable documents, compile and seal the deliverable documents, and transmit the deliverable documents for City review.

- 3.4.1 Review drawings per RH2 QCP.
- 3.4.2 Review specifications per RH2 QCP.
- 3.4.3 Review cost estimate per RH2 QCP.
- 3.4.4 Compile and seal the deliverable documents.
- 3.4.5 Transmit 60-percent documents to the City for review. *Review comments will be provided in Task 4.*

Assumptions:

- *RH2 assumes that the design will not be reconceptualized in the review process.*
- *The comments developed during the 30-percent review process will be addressed. It is anticipated that 60-percent review comments will be constrained to details that were developed subsequent to the 30-percent review submittal, or that were revised or unresolved during the 30-percent review process.*

Provided by the City:

- Review comments on the 30-Percent Submittal coordinated between all City shareholders within fifteen (15) working days of receipt of 30-Percent Submittal package.

RH2 Deliverables:

- One (1) copy of 60-percent drawings C01 through C04, S01 through S06, and others deemed necessary during the 30-percent design in electronic format (PDF).
- One (1) copy of 60-percent technical specification sections deemed necessary during the 30-percent design in electronic format (PDF).
- One (1) copy of 60-percent OPCC in electronic format (PDF).

Task 4 – Design Completion (90-Percent)

Objective: The objective of this Task is to complete the design to a level that all major elements of the work have been detailed and that the 60-percent City review comments have been addressed. The general approach is to complete the drawings, technical specifications, construction cost estimate, and permit documents. The documents will be revised to incorporate the design development and to address the 60-percent City review comments. These documents will be prepared for 90-percent City and Agency review.

Approach:

- 4.1 Prepare 90-Percent Drawings – The objective of this subtask is to complete the detailing of the project features and to show the features on a set of the drawings to be used for soliciting construction bids. The drawings will show all major elements in their final configuration.
 - 4.1.1 Revise drawing C01 – Grading Plan. This sheet illustrates the earthwork.

- 4.1.2 Revise drawings C02 through C04 – Piping Plan and Details. These sheets illustrate the new piping and appurtenances, including tie-in to the Springs Conveyance System (Phase 3), and transition to the new bridge.
- 4.1.3 Revise drawing S01 – Notes. This drawing communicates the design data, materials, general notes, structural notes, and special inspection tables.
- 4.1.4 Revise drawing S02 – Plan and Elevation. This drawing shows the plan configuration of the existing and new bridges and the elevation of the new bridge.
- 4.1.5 Revise drawing S03 – North Abutment, Sections and Details. This drawing shows the Plan Detail and the Sections of the North Abutment. This drawing will show the cable anchors. *It is anticipated that the abutment will be a cast-in-place concrete deadman and that the cable anchors will be anchor rods cast into the deadman.*
- 4.1.6 Revise drawing S04 – South Abutment, Sections and Details. This drawing shows the Plan Detail and the Sections of the South Abutment. *It is anticipated that the abutment will be a cast-in-place concrete retaining wall that acts as a sill for the bridge cables and retains the geo-materials which comprise the access pathway. It is also anticipated that the cable anchors will be anchor rods grouted into the exposed sandstone rock face.*
- 4.1.7 Revise drawing S05 – Tower Framing and Foundation. This drawing shows the cast-in-place concrete shallow foundation and the structural steel framing which comprise the Tower. The Tower is the structural element that supports the north end of the cables as they transition to the backspan.
- 4.1.8 Revise drawing S06 – Bridge Span. This drawing shows the configuration of the guard rails, walking surface, stringers, cable connections, pipe supports, and conduit supports. It also shows the ramp and security fence on the north bank of the river.
- 4.2 Prepare 90-Percent Technical Specifications – The objective of this subtask is to complete the technical specification sections by editing each to reflect the project’s requirements and to incorporate the 60-percent review comments.
 - 4.2.1 Edit section 03 30 53 Miscellaneous Cast-in-Place Concrete. This section delineates the requirements for the materials, formwork, placement, curing, repair of the cast-in-place concrete, reinforcing steel, and accessories.
 - 4.2.2 Edit section 05 16 33 Bridge Cabling. This section delineates the requirements for the bridge cable and connector materials and installation.
 - 4.2.3 Edit section 05 51 36 Miscellaneous Metal. This section delineates the requirements for the bridge railing, walking surface, stringers, pipe supports, and conduit supports. This section also includes the requirements for the materials, fabrication, coating, and installation of the structural steel for the Tower.
 - 4.2.4 Edit section 31 11 00 Clearing and Grubbing. This section delineates the requirements for clearing and preparing the site for the construction activities.

- 4.2.5 Edit section 31 22 00 Grading. This section delineates the requirements for establishing the final topographic configuration of the site.
- 4.2.6 Edit section 31 23 00 Excavation and Fill. This section delineates the requirements for the earthwork associated with the waterline piping and the North Abutment deadman anchor.
- 4.2.7 Edit section 31 68 13 Rock Foundation Anchors. This section delineates the requirements for the components, materials, and installation of the rock foundation anchors.
- 4.2.8 Edit Section 33 05 33 Polyethylene Utility Pipe. This section delineates the requirements for the materials and installation of the HDPE waterline, fittings, thrust blocking, valving, and appurtenances.
- 4.3 Prepare 90-Percent OPCC – The objective of this subtask is to develop an AACE Class 2 construction cost estimate as a draft document for City review.
 - 4.3.1 Perform a quantity take-off of the elements of construction.
 - 4.3.2 Develop unit prices for the elements of construction.
 - 4.3.3 Develop Opinion of Probable Construction Cost (OPCC) comprised of the product of the quantities and the unit prices and applicable taxes and permits.
- 4.4 Prepare Deliverables for 90-Percent Submittal – The objective of this subtask is to review the deliverable documents, compile and seal the deliverable documents, and transmit the deliverable documents for City review.
 - 4.4.1 Review drawings per RH2 QCP.
 - 4.4.2 Review specifications per RH2 QCP.
 - 4.4.3 Review cost estimate per RH2 QCP.
 - 4.4.4 Compile and seal the deliverable documents.
 - 4.4.5 Transmit 90-percent documents to the City and other Agencies for review.

Assumptions:

- *The comments developed during the 60-percent review process will be addressed. It is anticipated that 90-percent review comments will be constrained to details that were developed subsequent to the 60-percent review submittal, or that were revised or unresolved during the 60-percent review process.*

Provided by the City:

- Review comments on the 60-Percent Submittal coordinated between all City shareholders within fifteen (15) working days of receipt of the 60-Percent Submittal package.

RH2 Deliverables:

- One (1) copy of 90-percent drawings C01 through C04, S01 through S06, and others deemed necessary during the 60-percent design in electronic format (PDF).
- One (1) copy of 90-percent technical specification sections deemed necessary during the 60-percent design in electronic format (PDF).
- One (1) copy of 90-percent OPCC in electronic format (PDF).

Task 5 – Bid Documents

Objective: The objective of this Task is to receive, evaluate, and incorporate the review comments into the 90-Percent documents and issue the construction documents for bid solicitation. These are the Issued for Bid (IFB) documents. The general approach is to incorporate all City and Agency comments and issue the construction document package.

Approach:

- 5.1 Receive and process review comments from City and Agency.
- 5.2 Incorporate City and Agency review comments in the drawings.
- 5.3 Incorporate City and Agency review comments in the technical specifications.
- 5.4 Incorporate City and Agency review comments in the OPCC.
- 5.5 Review drawings per RH2 QCP.
- 5.6 Review specifications per RH2 QCP.
- 5.7 Review cost estimate per RH2 QCP.
- 5.8 Compile and seal the deliverable documents.
- 5.9 Transmit the IFB documents to the City to issue for construction bid solicitation.

Assumptions:

- *RH2 will perform services described up to the amounts included in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the City and RH2.*

Provided by the City:

- Review comments on the 90-Percent Submittal coordinated between all City shareholders within fifteen (15) working days of receipt of 90-Percent Submittal.

Provided by other Agencies:

- Review comments on the 90-Percent Submittal coordinated between all Agency shareholders within fifteen (15) working days of receipt of 90-Percent Submittal.

RH2 Deliverables:

- One (1) copy of IFB drawings, technical specifications, and OPCC in electronic format (PDF).
- One (1) copy of IFB drawings in AutoCAD native format.

- One (1) copy of IFB technical specification sections, individually, in Word Document format.
- One (1) copy of IFB OPCC elements in native file format (expected to be Excel, Word, PDF, and JPEG).

Task 6 – Services During Bidding (SDB)

Objective: The objective of this Task is to provide the City services during the bidding process.

Approach:

- 6.1 Receive contractor Requests for Information (RFIs) and prepare bid addenda for the City to issue.
- 6.2 Receive the contractors' bids and prepare the bid tabulation.
- 6.3 Check the Apparent Low Bidders' references.
- 6.4 Prepare a Contract Award Recommendation.

Assumptions:

- *There will be five (5) or fewer RFIs received by the City and routed to RH2 for review.*
- *There will be two (2) or fewer addendum prepared.*
- *The City will coordinate advertisement of the project and will pay any applicable fees.*
- *City is responsible for construction contract award and execution.*

Provided by the City:

- Contractor RFIs.
- Contractors' bids.

RH2 Deliverables:

- Up to two (2) bid addenda in Word format.
- One (1) copy of bid tabulation in Excel format.
- One (1) copy results of the Apparent Low Bidder's reference check in Word format.
- One (1) copy of Contract Award Recommendation in Word format.

Task 7 – Permitting

Objective: Determine regulatory requirements for bridge design and construction and review updated regulations as related to critical areas (aquatic areas, steep slope hazards, coal mine hazards, erosion hazards, seismic hazards, and landslide hazards). Coordinate with agencies. Prepare and submit additional permit applications and associated documents.

Approach:

- 7.1 Prepare a County pre-application meeting request package. Attend a pre-application meeting with the County. An additional pre-application is required by the County due to the change in project scope and the amount of time that has passed since the prior pre-application meeting between the City and County (September 2017).
- 7.2 Define the area of potential effect (APE) and prepare an exhibit to delineate the APE. Prepare an EZ1 form and submit it to the Washington State Department of Archeological and Historic Preservation (DAHP). Prepare a cultural resources survey, if required by DAHP. Cultural Resource Consultants will provide this service as a subconsultant to RH2. It is assumed that no cultural materials will be discovered.
- 7.3 Prepare a County Commercial Building Permit application and supporting materials.
- 7.4 Finalize and produce County permit applications. Attend County permit submittal appointment. Coordinate with the County to answer questions as needed. Prepare up to two (2) resubmittals per permit and attend up to two (2) additional resubmittal appointments.
- 7.5 Support the City and coordinate with DOH and submit construction plans for approval. This will include efforts for all phases of the project. These efforts were not reflected in previous scopes of work.

Assumptions:

- *The proposed bridge structure will not require fill below the Ordinary High-Water Mark of the Green River; therefore, neither US Army Corps of Engineers Section 404 permitting nor Endangered Species Act compliance will be required.*
- *Acceptance or rejection of the submittal is beyond the control of RH2 and the City, and no date is warranted or implied for agency response or approval.*

Provided by the City:

- Permitting fees.

RH2 Deliverables:

- One (1) hard copy of all permit application materials submitted to the County.
- One (1) hard copy and one (1) electronic copy of Washington State Department of Health (DOH) construction plans submittal.

Task 8 – Project Management

Objective: Manage RH2’s project team and maintain frequent client communications, including phone calls, emails, and progress meetings.

Approach:

- 8.1 Organize, manage, communicate, and coordinate technical disciplines as described herein, and RH2 QCP processes to execute this Scope of Work in close coordination with City staff. Provide direction, coordination, and oversight to the PDT.
- 8.2 Prepare monthly invoices and budget status summaries.
- 8.3 Create, maintain, and update an internal project schedule. Monitor, modify, and update the project schedule throughout the design phase to determine potential impacts of proposed changes. Adjust the schedule to reflect the status of the project and revisions made to this Scope of Work.

RH2 Deliverables:

- Electronic monthly invoices submitted each month (PDF).
- Electronic project schedule submitted each month (PDF).

EXHIBIT B1

Fee Estimate

City of Black Diamond

Black Diamond Springs Rehabilitation

Green River Bridge

7/2/20

Description Classification	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1 Project Initiation	32	\$ 5,918	\$ 12,737	\$ 409	\$ 19,064
Task 2 Front-End Engineering and Design (30-Percent)	264	\$ 43,249	\$ -	\$ 6,039	\$ 49,288
Task 3 Design Development (60-Percent)	348	\$ 56,263	\$ -	\$ 8,098	\$ 64,361
Task 4 Design Completion (90-Percent)	144	\$ 24,206	\$ -	\$ 2,868	\$ 27,074
Task 5 Bid Documents	59	\$ 9,688	\$ -	\$ 1,359	\$ 11,047
Task 6 Services During Bid (SDB)	57	\$ 9,926	\$ -	\$ 949	\$ 10,875
Task 7 Additional Permitting	279	\$ 47,723	\$ 4,025	\$ 3,693	\$ 55,441
Task 8 Project Management	33	\$ 6,905	\$ -	\$ 246	\$ 7,151
PROJECT TOTAL	1,215	\$ 203,878	\$ 16,762	\$ 23,660	\$ 244,300

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: July 16, 2020 AB20-044	
Resolution accepting the 2020 Citywide Asphalt Overlays project	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):	Public Works – Seth Boettcher	X
Fund Source: --	Court – Stephanie Metcalf	
Timeline: July 2020		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution		
<p>SUMMARY STATEMENT: Pavement Maintenance of Washington LLC completed the required work for the 2020 Citywide Asphalt Overlays project. Retainage of 5% will be held until release is received by the Department of Revenue, Department of Labor and Industries, and the Employment Security Department. Once release from these departments has been received, the City may release retainage to the contractor.</p> <p>FISCAL NOTE (Finance Department): Costs under Schedule A (partially covered by a TIB grant – 232nd and 312th) came in \$5,634.40 less than the bid amount. Costs under Schedule B (City funds for Railroad and the shop entrance) came in \$7,677.20 more than the bid amount, a total of \$2,042.80 over the original bid amount. The various 2020 budget are available to cover the overage from this contract.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 20-1366 accepting the 2020 Citywide Asphalt Overlays project by Pavement Maintenance of Washington LLC as complete according to the contract documents.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
July 16, 2020		

RESOLUTION NO. 20-1366

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
REGARDING FINAL ACCEPTANCE OF THE 2020
CITYWIDE ASPHALT OVERLAYS PROJECT**

WHEREAS, Pavement Maintenance of Washington LLC has completed the 2020 Citywide Asphalt Overlays project according to the contract; and

WHEREAS, RCW 60.28.011(2) allows a period of forty-five days to file any liens or claims with the City; and

WHEREAS, RCW 39.080.030 requires acceptance of a Public Works project as complete as a formal, public action in order to begin the forty-five day period;

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

Section 1. The City hereby accepts the 2020 Citywide Asphalt Overlays project as complete and as set forth in that contract with Pavement Maintenance of Washington LLC.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF JULY, 2020.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution authorizing grind and haul cottonwood tops and limb piles along RR Ave and accepting bid	Agenda Date: July 16, 2020	
	AB20-045	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact \$16,507	Public Works – Seth Boettcher	x
Fund Source: REET	Court – Stephanie Metcalf	
Timeline:		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution; Bid		
<p>SUMMARY STATEMENT: There has been significant neighborhood concern about the safety and aesthetics of the large woody debris piles left over from taking down the dangerous cottonwood trees along RR Ave. The public works Committee has discussed various alternatives and is recommending bringing this solution forward to council</p> <p>The City has a bid from Rainier Wood Recyclers to have the wood debris piles ground up and hauled away from the site for \$16,507. Complete removal will help with the effort to control the black berry bushes, ivy and knott weed.</p> <p>FISCAL NOTE (Finance Department): A 2020 budget change will be needed for the expected cost of \$16,507 plus the 2020 cost of approximately \$15,000 that was paid earlier in 2020 for the dangerous tree removal. This total Budget Change of approximately \$33,000 can use excess REET funds collected in 2020 to cover additional Cottonwood tree and debris removal.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 20-1367 authorizing the Mayor and Public Works to order the wood grinding and hauling services from Rainier Wood Recyclers for the written bid price of \$15,200 plus Washington State Sales Tax.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
July 16, 2020		

RESOLUTION NO. 20-1367

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING WOODY DEBRIS GRINDING SERVICES
FROM RAINIER WOOD RECYCLERS**

WHEREAS, The City had 5 piles of wood debris remaining from the removal of danger trees along the unopened section of RR Ave. and north to SR 169; and

WHEREAS, the City received a significant number of neighborhood complaints about the safety and ugliness of the piles that were left from the tree removal project; and

WHEREAS, the public works committee discussed various alternatives to deal with the issue; and

WHEREAS, the city has unallocated REET funds available to fund the final clean up of the Capital Improvement Project P6 for the removal of the cottonwood trees.

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

Section 1. Real Estate Excise Tax Funds are hereby appropriated to fund the final cleanup of the City Capital Improvement Project P6 and the Mayor is authorized to make arrangements with Rainier Wood Recyclers to grind and haul away the woody debris for \$15,200 plus Washington State sales tax.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF JULY,
2020.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

BID QUOTATION
Tree Debris Grinding
Black Diamond, WA
5 Piles

July 1, 2020

TO: City of Black Diamond

ATTN: Seth Boettcher



FROM: Bob Sargent
PHONE: 253-350-1291

RE: GRINDING AND HAUL OFF LANDCLEARING DEBRIS

You log, stump, clear, clean and pile land clearing debris. Excludes demolition, rubbish removal, sod mowing and/or removal, TESCstreet sweeping, dust control, road building, traffic control, permits and fees, rubbish removal, WSST. Assumes no retention. One mobilization included. Bid good for 90 days. We look forward to setting a mutually agreeable schedule.

Grinding stumps and brush. Hauling chips off site.

Lump Sum: \$14,400 plus \$800 mobilization/demobilization