CITY OF BLACK DIAMOND

March 17, 2026 Council Meeting Agenda – Revised 03/16/2026
Council Chambers, 25510 Lawson St.
Black Diamond, WA 98010

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

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

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

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

AGENDA REVIEW AND APPROVAL:

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

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Sergeant Swearing In – Chief Kiblinger

COMMITTEE REPORTS:

DEPARTMENT REPORTS:

Public Works – Scott Hanis, Public Works Director

Police – Year End Report – Commander Martinez

1) **AB26-029 -** December 2025 Financial Report — Mr. Mason

2) **AB26-030** – 2025 4th Quarter Report — Mr. Mason

CONSENT AGENDA:

3) **Claim Checks –** March 17, 2026, Check No. 57104 through Check No. 57138 in the amount of $388,000.03

4) **Payroll** – February 2026 – Check No. 20594 through Check No. 20601 and EFTs in the amount of $671,709.16

5) **Minutes –**Council Meeting of February 19, 2026, Special Meeting of March 3, 2026, and Council Meeting of March 3, 2026

6) **AB26-031** – Resolution Authorizing Task Order with Varius, Inc. for MDRT Services — Mr. O'Neill

7) **AB26-032** – Resolution Authorizing Amendment 1 to Task Request with Parametrix for the Transportation Impact Fee Rate Study — Mr. Hanis

8) AB26-033 – Ordinance Approving an Interfund Loan from the General Fund to the Public Works Fund Mr. Mason

PUBLIC HEARINGS:

UNFINISHED BUSINESS:

NEW BUSINESS:

9) AB26-034 – Resolution Authorizing Mayor to Execute a Contract with Parametrix for the Park Street Crossing Project Mr. Sweet

10) AB26-035– Resolution Authorizing Iron Horse LLC to Perform Sewer Mainline Repair Services Mr. Hanis

11) AB26-036 – Resolution Approving Professional Services Agreement with RH2 Engineering, Inc. Mr. O'Neill

MAYOR'S REPORT:

COUNCIL REPORTS:

- Councilmember Dal Santo
- Councilmember Deady
- Councilmember Nielsen
- Councilmember Peterson
- Councilmember Sorci
- Councilmember Young

CITY ADMINISTRATOR REPORT:

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION: RCW 42.30.110(1)(g) – Personnel and RCW 42.30.140(4) – Labor Negotiations

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: December 2025 Monthly Financial Report	**Agenda Date:** March 17, 2026 **AB26-029**	
	Mayor John Adler	
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev –	
	Finance – Xavier Mason	X
	MDRT/Ec Dev –	
Cost Impact (see also Fiscal Note): N/A	Police – Chief Kiblinger	
Fund Source: N/A	Public Works – Scott Hanis	
Timeline: 2025	Court – Judge Swain/Tawnya Parks	

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

Attachments: December 2025 Monthly Financial Report

SUMMARY STATEMENT:

The December 2025 Monthly Financial Report is meant to provide a high-level overview of the City's fiscal solvency.

The Black Diamond December 2025 Monthly Financial Report includes the following information:

- A comprehensive summary of 2025's revenues and expenditures
- An evaluation of actual revenues against expenditures by quarter for the General Fund in 2025
- A multi-year trend analysis of the General Fund's revenues and expenditures from 2019 through 2025.
- A targeted analysis, General Fund Revenues Snapshot, that details property and sales tax trends (2023-2025) accompanied with a department-level budget-to-actual expenditure comparison.
- Lastly, there is a detailed summary of the Enterprise Funds' performance from 2020 through 2025, specifically tracking revenues, expenditures, and surpluses and deficits.

FISCAL NOTE (Finance Department): N/A

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Reviewed by the Budget, Finance, and Administration Committee on March 10th, 2026

RECOMMENDED ACTION: N/A

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*

Black Diamond December 2025 Monthly Financial Report

This page was intentionally left blank.

Monthly Highlights

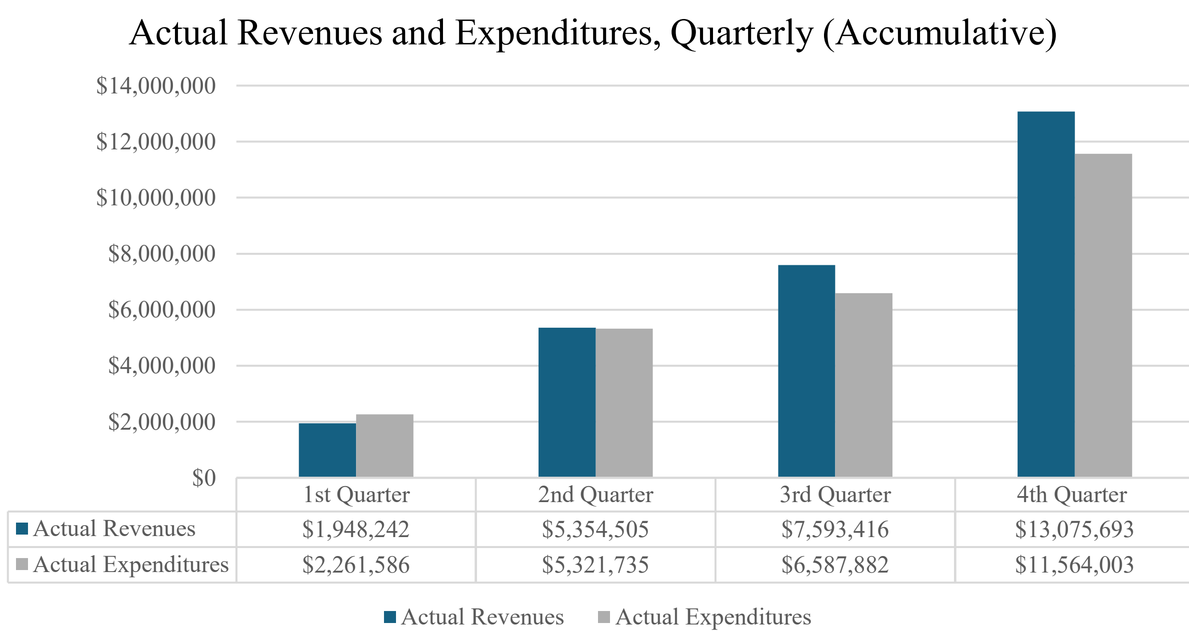
1. The General Fund completed 2025 with a surplus of $1,511,690.
2. The Water Fund completed 2025 with a surplus of $531,016.
3. The Sewer and Stormwater Fund ended the year with smaller deficits than what was anticipated.

General Fund Revenues	Budget	Actual	Difference	% Collected
Property Taxes	$3,125,929	$3,201,536	$75,607	102.4%
Sales & Use Taxes	$1,380,000	$1,549,628	$169,628	112.3%
Utility and Gambling Taxes	$1,228,510	$1,326,893	$98,383	108.0%
Cable Franchise Fees	$88,000	$73,797	-$14,203	83.9%
Business License Fees	$54,000	$52,220	-$1,780	96.7%
Land Use and Permitting Fees	$1,508,370	$3,108,400	$1,600,030	206.1%
Liquor Tax and Profits	$104,000	$100,416	-$3,584	96.6%
Investments and Miscalleneous Revenue	$424,500	$413,355	-$11,145	97.4%
Parks and Gym Revenue	$75,000	$75,752	$752	101.0%
Cemetery Fees	$4,000	$250	-$3,750	6.3%
Police Department Revenue	$515,060	$581,333	$66,273	112.9%
Municipal Court Revenue	$214,540	$222,178	$7,638	103.6%
Subtotal Operating Revenue	**$8,721,909**	**$10,705,759**	$1,983,850	**122.7%**
AWC Insurance and Flex Deposit	$603,452	$6,750	-$596,702	1.1%
MDRT Revenues	$3,041,530	$2,363,184	-$678,346	77.7%
Total Revenue	**$12,366,891**	**$13,075,693**	**$708,802**	**105.7%**

General Fund Expenditures	Budget	Actual	Difference	% Expended
City Council	$24,007	$17,546	$6,461	73.1%
Mayoral	$16,516	$14,979	$1,537	90.7%
City Administrator	$195,236	$109,689	$85,547	56.2%
General Government	$846,631	$755,964	$90,667	89.3%
Legal Services	$371,500	$450,689	-$79,189	121.3%
Municipal Court	$596,116	$574,761	$21,355	96.4%
Police Department	$3,793,520	$3,478,663	$314,857	91.7%
Fire Department	$1,318,961	$1,301,326	$17,635	98.7%
Recycle/ Animal Control/ Mental Health	$161,400	$77,799	$83,601	48.2%
Master Development Review Team	$1,186,530	$1,059,775	$126,755	89.3%
Community Development	$1,604,166	$1,466,635	$137,531	91.4%
Parks Department	$368,655	$302,516	$66,139	82.1%
Cemetery	$63,957	$62,803	$1,154	98.2%
Total Operating Expenditures	**$10,547,195**	**$9,673,147**	**$874,048**	**91.7%**
Transfers	$735,000	$700,000	$35,000	95.2%
AWC Insurance and Flex Deposits	$604,952	$6,493	$598,459	1.1%
MDRT Consultants	$1,855,000	$1,184,364	$670,636	63.8%
Total Expenditures	**$13,742,147**	**$11,564,003**	**$2,178,144**	**84.1%**
Surplus/Deficit	**-$1,375,256**	**$1,511,690**	**$2,886,946**	**209.9%**

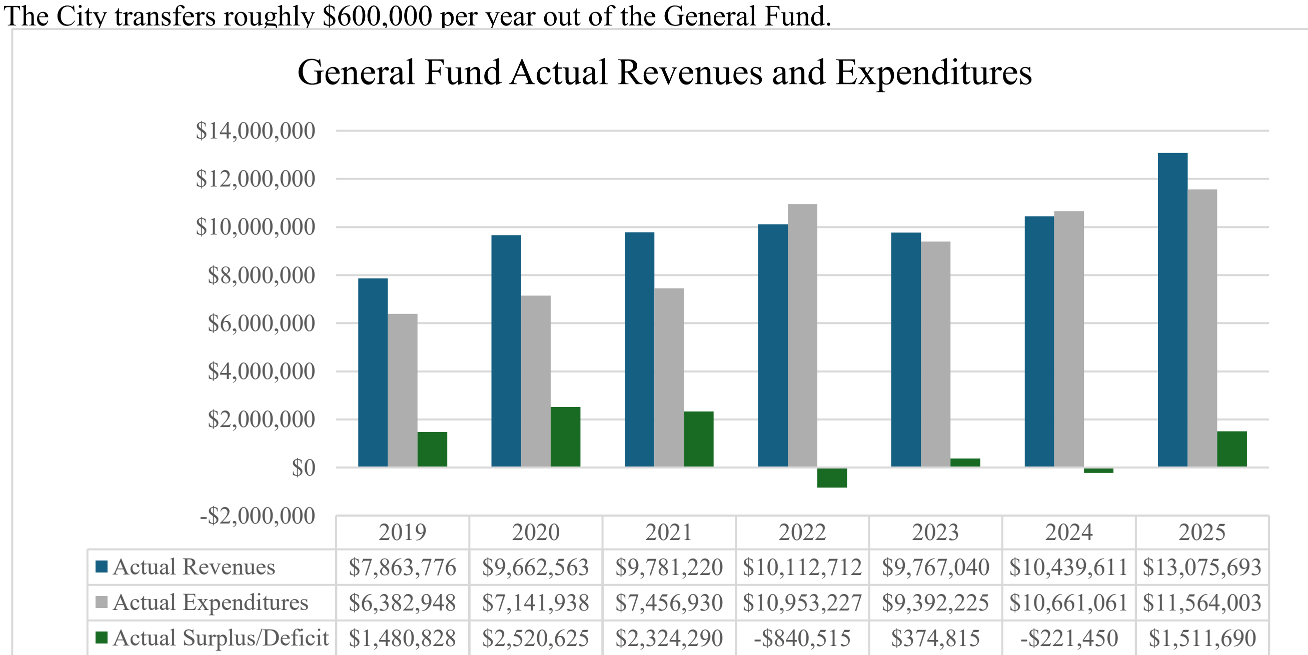
General Fund Revenue and Expenditure Summary

The graph below, *Actual Revenues and Expenditures, Quarterly* depicts Black Diamond's General Fund revenues (blue) and expenditures (grey) accumulated through each quarter.



	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Actual Revenues	$1,948,242	$5,354,505	$7,593,416	$13,075,693
Actual Expenditures	$2,261,586	$5,321,735	$6,587,882	$11,564,003

The graph, *General Fund* Actual Revenues and Expenditures 2019 - December 2025, depict the City's actual revenues and expenditures from 2019 through December 2025. For five of the past seven years, the City achieved a surplus within the General Fund. The expenditures include transfers made to other internal funds. The City transfers roughly $600,000 per year out of the General Fund.

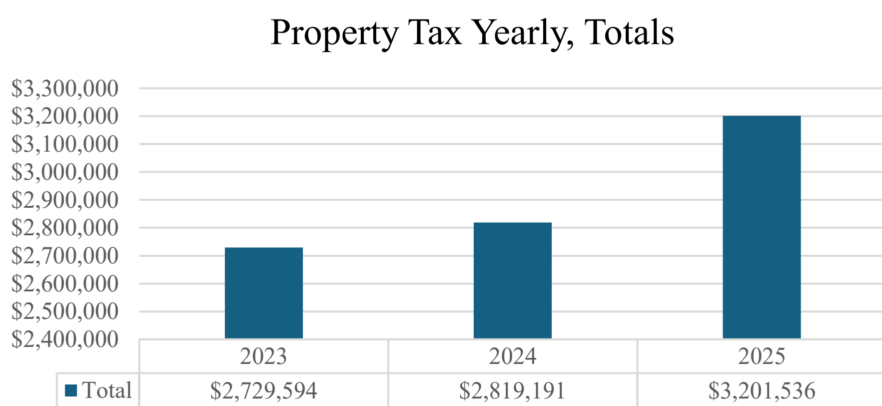


	2019	2020	2021	2022	2023	2024	2025
Actual Revenues	$7,863,776	$9,662,563	$9,781,220	$10,112,712	$9,767,040	$10,439,611	$13,075,693
Actual Expenditures	$6,382,948	$7,141,938	$7,456,930	$10,953,227	$9,392,225	$10,661,061	$11,564,003
Actual Surplus/Deficit	$1,480,828	$2,520,625	$2,324,290	-$840,515	$374,815	-$221,450	$1,511,690

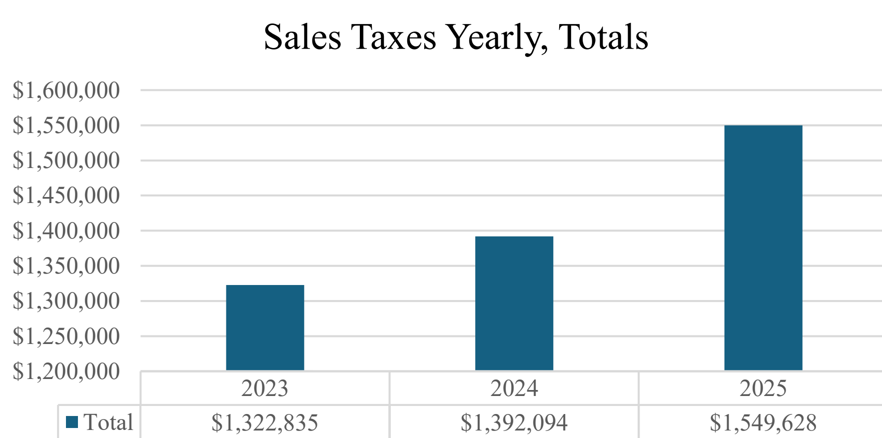
General Fund Revenues "Snapshot"

The following graphs depict the yearly totals of select General Fund revenue streams. For the year 2025, the tally accounts up to the most currently closed month.

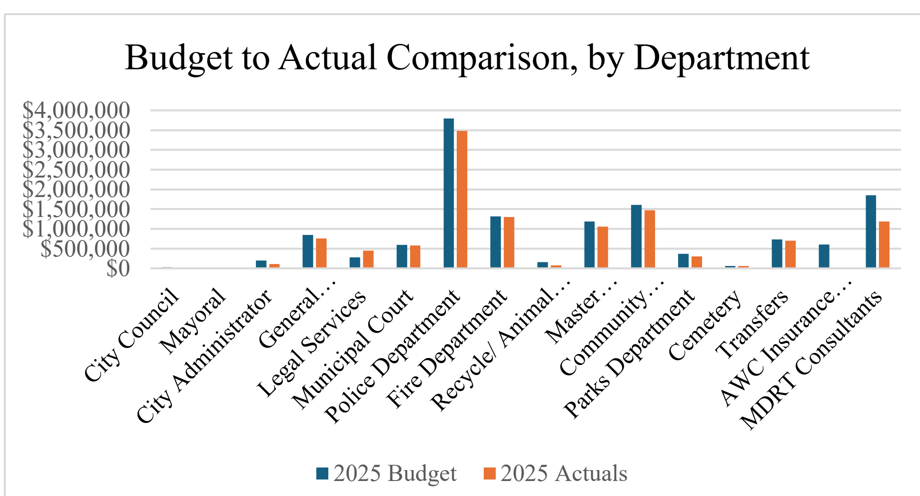
Property taxes serve as the financial backbone and single largest source of locally-generated revenue. Property Taxes in 2026, are estimated to account for 33% of General Fund revenues.



Sales taxes are a critical and flexible source of revenue. The sales taxes collected by Black Diamond are used to support the functions of General Government, with a portion being earmarked for capital projects.



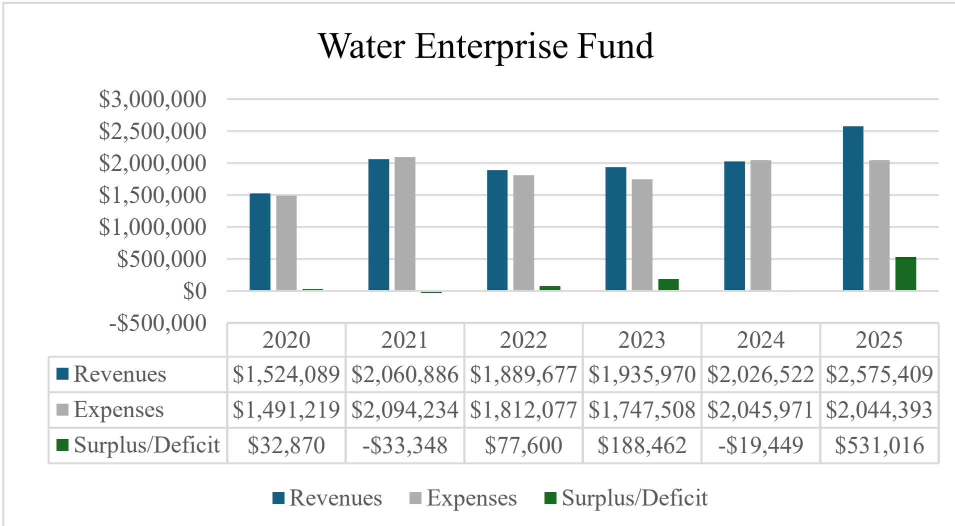
This graph, *Budget to Actual Comparison by Department,* compares each department's expenditures within the General Fund for the year of 2025 ending in December.



Enterprise Funds

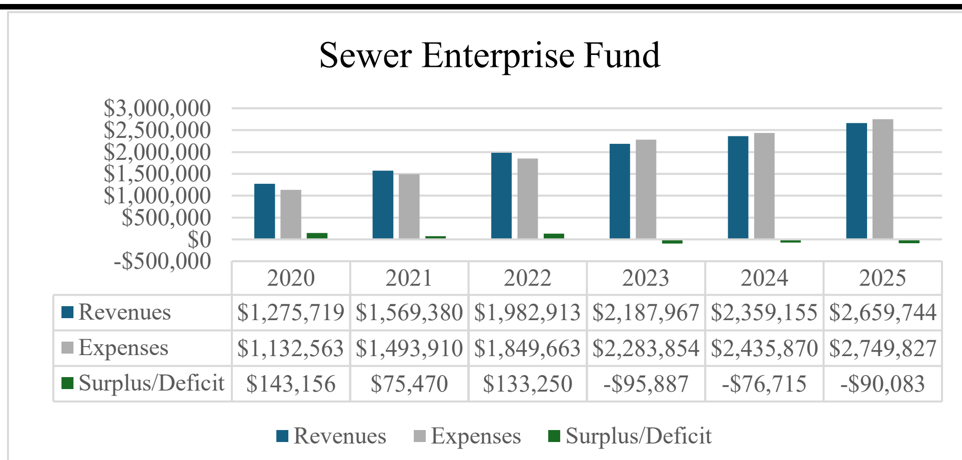
Enterprise funds operate differently from the General Fund and other Special Revenue Funds. These funds must operate similar to a private business, in that, their operational revenues must consistently and sustainably cover their operational expenditures. As a full-service City, Black Diamond has three enterprise funds: Water, Sewer, and Stormwater. The following graphs, one for each fund, depict the actual revenues and expenditures from 2020 to the most recently closed month, December. It is important to note some deficits were caused by internal transfers.

The Water Operational Fund is responsible for the delivering of safe, high-quality, and reliable drinking water. The core revenues are: water charges; sales from irrigation; and new meter fees due to the amount of new construction.



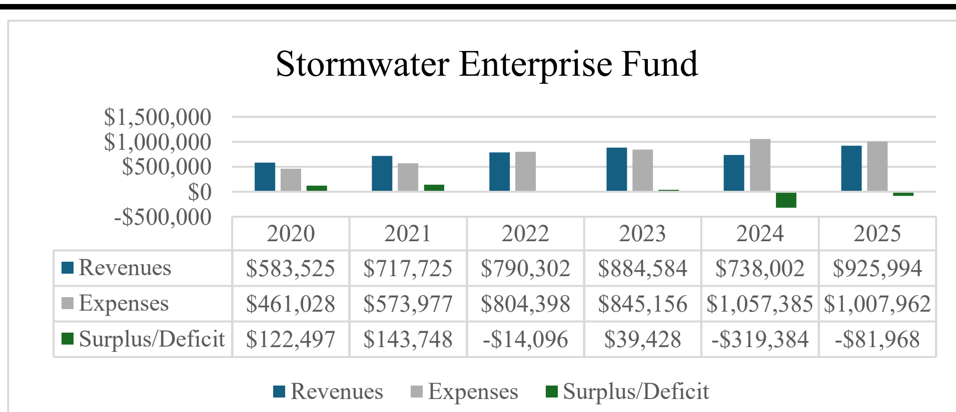
	2020	2021	2022	2023	2024	2025
Revenues	$1,524,089	$2,060,886	$1,889,677	$1,935,970	$2,026,522	$2,575,409
Expenses	$1,491,219	$2,094,234	$1,812,077	$1,747,508	$2,045,971	$2,044,393
Surplus/Deficit	$32,870	-$33,348	$77,600	$188,462	-$19,449	$531,016

The Sewer Operational Fund is responsible for the collection and conveyance of wastewater from homes and businesses within the City. This funds largest revenues are: sewer charges; sewer investigations; and reviews.



	2020	2021	2022	2023	2024	2025
Revenues	$1,275,719	$1,569,380	$1,982,913	$2,187,967	$2,359,155	$2,659,744
Expenses	$1,132,563	$1,493,910	$1,849,663	$2,283,854	$2,435,870	$2,749,827
Surplus/Deficit	$143,156	$75,470	$133,250	-$95,887	-$76,715	-$90,083

The Stormwater Operational Fund is responsible for managing the City's infrastructure to reduce flooding, protect water quality, and the roadway system. This funds primary revenue source are Stormwater Charges.



	2020	2021	2022	2023	2024	2025
Revenues	$583,525	$717,725	$790,302	$884,584	$738,002	$925,994
Expenses	$461,028	$573,977	$804,398	$845,156	$1,057,385	$1,007,962
Surplus/Deficit	$122,497	$143,748	-$14,096	$39,428	-$319,384	-$81,968

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: 2025 4th Quarter Financial Report	**Agenda Date: March 17, 2026 AB26-030**	
	Mayor John Adler	
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev –	
	Finance – Xavier Mason	X
	MDRT/Ec Dev –	
Cost Impact (see also Fiscal Note): N/A	Police – Chief Kiblinger	
Fund Source: N/A	Public Works – Scott Hanis	
Timeline: 2025	Court – Judge Swain/Tawnya Parks	

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

Attachments: 2025 4th Quarter Financial Report, 4th Quarter Financial Report Presentation

SUMMARY STATEMENT:
The Black Diamond 2025, 4th Quarter Financial Report summarizes the 2025 budgeted revenues and expenditures compared to the actual revenues and expenditures received through December 31st, 2025. This report includes statements for the General Fund, Street Fund, Water Fund, Sewer Fund, Stormwater Fund, a city-wide balance sheet, and Black Diamond's investment portfolio.

General Fund Summary
The General Fund earned $13,075,693 in 2025, equaling approximately 105.7% of projected revenues for the year. The pace of revenues earned was considerably strong throughout the year; especially considering that some revenues have seasonal variations in the pace of their earnings throughout the year. The General Fund operating expenditures are $9,673,147 as of December 31, 2025, equaling approximately 91.8% of budgeted expenditures for the entire year.

Street Fund Summary
The Street Fund earned $173,242 in operational revenue for 2025, or 101% of projected revenues of what was budgeted for the year. The operating expenditures for the Street Fund for 2025 was $651,366 or 90% of projected expenditures for the year. This fund is unique in that its revenues are heavily supplemented by internal transfers, so the difference between operating revenues and operating expenditures are usual for this fund, more information could be found on pages 9 and 13 of the attached Black Diamond 2025, 4th Quarter Financial Report.

Water Fund Summary

The Water Fund earned $2,575,409 in 2025, or 105% of projected revenues for the year. Like the General Fund, some revenues have some seasonal variation in the pace at which they are earned. This year's revenues were very strong. Operating expenditures for 2025 was $1,618,991 or 98% of the budgeted expenditures for the year.

Sewer Fund Summary
The Sewer Fund operating revenue earned $2,659,744 or 102.2% of the projected revenues for 2025. The Sewer Fund's operating expenditures totaled $2,560,057 or 99% of the budgeted expenditures for the year. After transfers are considered, the Sewer Fund ended 2025 with a deficit of $90,083.

Stormwater Fund Summary
The Stormwater Fund earned $925,994 in 2025, or 87% of projected revenues. This number is lower than what was budgeted due to the reallocation of a grant to the Streets Fund due to the change in scope for the project. Stormwater operating expenditures were $895,168 or 89.4% of budgeted operating expenditures for the year. After transfers are considered, the Stormwater Fund ended 2025 with a deficit of $81,968.

Balance Sheet Summary
Across all funds, the City has a total balance of reserves and cash in the amount of $21,239,250 an increase of $457,608 since December 31, 2024, as detailed on page 17 of the Black Diamond 2025, 4th Quarter Financial Report. The following table highlights four funds that have notably increased their ending balance since December 31, 2024: (1) the General Fund, (2) Fire Impact Fees, (3) Water Operating Fund, and (4) the Street Fund.

Investment Report Summary
The City continues to benefit from high interest rates with an average return of 3.88% from the LGIP and 4.24% from longer-term investments. In 2025, the City earned $801,237.53 from investments that are being utilized to support operational and capital expenditures.

Additions
Though fund balance designations are reviewed in: (1) income statements; (2) the Audited Financial Report; (3) the Annual Report; and (4) discussed during the annual budget process; additional information has been added in the form of the Fund Balance Classifications Summary to increase accessibility and depth regarding this information.

FISCAL NOTE (Finance Department): N/A

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Reviewed by the Budget, Finance, and Administration Committee on March 10th, 2026

RECOMMENDED ACTION: N/A

RECORD OF COUNCIL ACTION		
Meeting Date	***Action***	***Vote***
March 17, 2026		

Black Diamond Investment Report: 4th Quarter of 2025

This quarterly investment report details the City's cash position and investment activity for the quarter just ended. Each investment follows the City's investment policy, state statutes, and the Black Diamond Municipal Code. The City's investment policy was approved by Mayor Benson and then reviewed by City Council on February 1st, 2024.

Total Cash and Investments at the end of the 4th Quarter of 2025, the City had a total of $23,948,388: $2,749,170 in depository banks, $13,699,218 in the State LGIP, and $7,500,000 (par value) invested in long-term securities (this amount varies from the City's financial statements due primarily to outstanding checks and the usage of Par value/Face Value rather than market value for the long-termed investments).

The City's Investment Portfolio

The City's investment activities are governed by State regulations and the City of Black Diamond's Investment Policy.

Calls or Maturities: During the last quarter, there were no investments that either matured or were called.

Purchases: The following are the city's list of investments:

Issue	Face Value	Issuer	Date of Maturity	Yield to Maturity
001	$1,000,000	Fed Farm Credit	02/13/2029	4.16%
002	$1,000,000	Fed Home Ln Bank	06/09/2028	4.14%
003	$1,000,000	U.S. Treasury	01/31/2028	4.20%
004	$1,000,000	U.S Treasury	06/30/2027	4.23%
005	$1,000,000	Fed Farm Credit	03/21/2029	4.165%
006	$1,000,000	Fed Farm Credit	06/23/2026	4.81%
007	$500,000	U.S. Treasury	01/15/2027	4.23%
008	$1,000,000	Fed. Home Loan Mortgage Corp.	12/11/2030	4.008%

Portfolio and Benchmark Yield and Maturity (as of December 31st, 2025):

	March 31, 2025	June 30, 2025	September 30, 2025	December 31, 2025
Avg. weighted yield of City investments, excluding LGIP:	4.28%	4.28%	4.28%	4.24%
LGIP State Pool 30-day yield Gross Earnings:	4.4052%	4.38%	4.29%	3.88%
Weighted average maturity of City investments, excluding LGIP:	2.73 Years	2.48 Years	2.235 Years	2.35 Years
Weighted average maturity of LGIP State Pool 30-day yield:	15 Days	27 Days	39 Days	43 Days

When securities are chosen for purchase, there are several factors taken into consideration before a decision is reached. Some of those factors include cash flows from City operations, debt obligations, liquid and maturing securities.

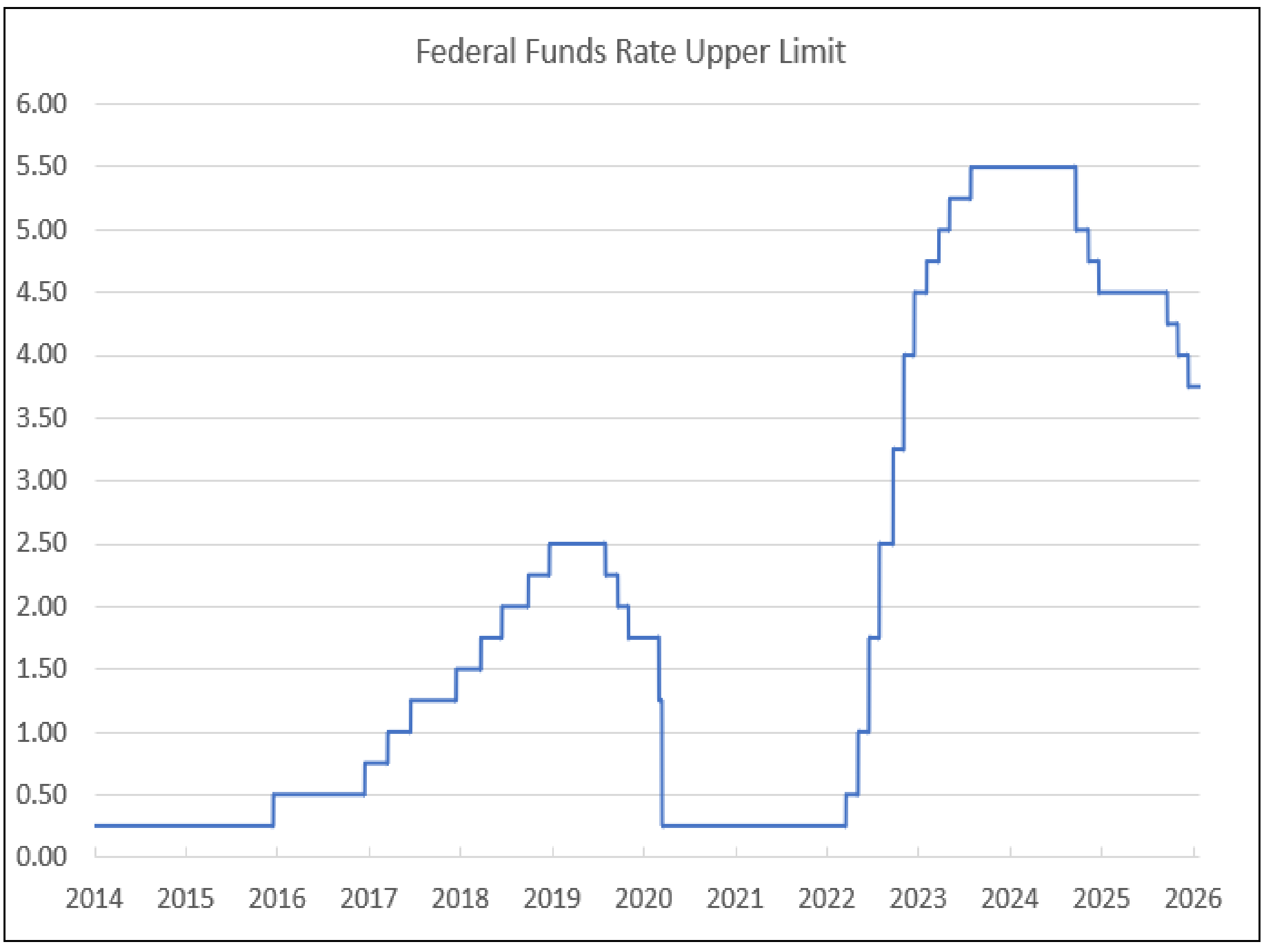
The City's Investment Portfolio consists of three general tiers which coincide with the primary considerations of prudent investing:

1. The safety portion of the Portfolio consists of funds invested in the Local Government Investment Pool (LGIP, or State Pool) managed by the Washington State Treasurer. Funds from this investment pool can be deposited or withdrawn generally within 48 hours. The liquidity that this investment vehicle provides has significant cash flow advantages for the City's operations. This allows us to adjust to unanticipated fluctuations in revenues and expenditures.
2. The liquidity portion of the Portfolio consist of demand deposit (checking) accounts at banks, Columbia Bank and U.S. Bank which are qualified public depositaries, protected above FDIC-insured balances through the actions of the Washington State Public Deposit Protection Commission (PDPC).

3. The long-term security segment of the portfolio consists of an array of Agencies, Treasuries, and/or authorized investments with staggered maturities of up to five years. Based on an analysis of historical cash reserves and budgetary planning, this segment will not be subject to seasonal spending and will continue to be safely invested in the long term.

Economic Outlook

The federal funds rate is the interest rate on overnight loans set by the Federal Open Market Committee (FOMC) at the Federal Reserve. Rates offered by local government pools (i.e. LGIP) and money market funds tend to correlate closely with the federal funds rate. The reason why the correlation is so high is because the average length of maturity for LGIP investments is usually around 15 days, it is now 43 days as the State Treasurer's Office diligently increased the length of their investments as returns continue to decline with shorter-term investments. The graph below shows the upper bound of the federal funds rate range over the last 11 years.



As depicted in the graph above, the federal funds rate today does not reflect historical norms. The rate reflects the Federal Reserve's fight against inflation and combatting weaknesses in the labor market. The expectation is that as inflation cools the federal funds rate will be reduced, as has been done historically. Recently, pressures towards the labor market have also added to the reduction in the federal funds rate. The Federal Open Market Committee meets, typically, eight times per year. During these meetings they determine the level of that rate, as depicted in the table below, the rate has been reduced during the prior two meetings with a cut of 0.25% on 7/30/2025, 9/17/2025, 10/29/2025 and again on 12/10/2025. Bringing the federal rate down from 4.0-4.25% to 3.5-3.75% in the fourth quarter of 2025.

Calendar				
Announcement Date	**Time**	**Current Rate**	**For**	**Against**
12/18/2024*	11:00 AM PST	4.25-4.50%	11	1
1/29/2025	11:00 AM PST	4.25-4.50%	12	0
3/19/2025*	11:00 AM PST	4.25-4.50%	11	1
5/7/2025	11:00 AM PST	4.25-4.50%	12	0
6/18/2025*	11:00 AM PST	4.25-4.50%	12	0
7/30/2025	11:00 AM PST	4.25-4.50%	9	2
9/17/2025*	11:00 AM PST	4.00-4.25%	11	1
10/29/2025	11:00 AM PST	3.75-4.00%	10	2
12/10/2025*	11:00 AM PST	3.50-3.75%	9	3
1/28/2026	11:00 AM PST			
3/18/2026*	11:00 AM PST			
4/29/2026	11:00 AM PST			
6/17/2026*	11:00 AM PST			

*Meeting includes Summary of Economic Projections release

Source: https://www.federalreserve.gov/monetarypolicy/fomccalendars.htm

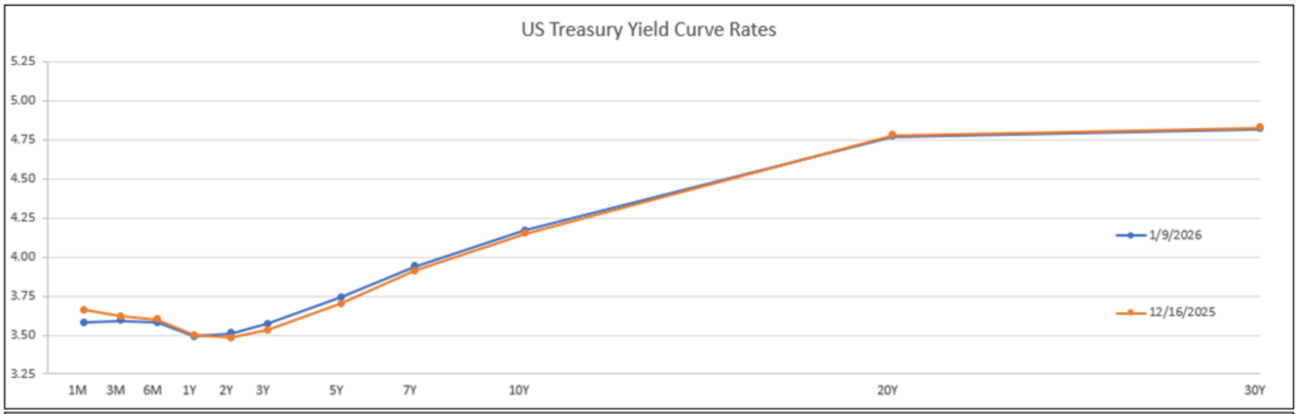
As shown by the number of votes to reduce rates from 3.5– 3.75% the FOMC seems to have a nearly unanimous perception of the U.S. economy and where it is heading and what decisions need to be made to address their dual mandate. The FOMC projects that there will be cuts to the federal fund rate in 2026 with the median projected range being near 3.25 by the end of 2026. As depicted in the table below, further cuts are expected to reach 2.625%, potentially beyond 2028, as depicted in the Target Rate Table below.

Target Rate	2025	2026	2027	2028	Long Run
4.000					
3.875	6	3	2	2	1
3.750					1
3.625	12	4	2	2	1
3.500					1
3.375	1	4	3	2	2
3.250					1
3.125		4	6	6	2
3.000					5
2.875		2	3	3	1
2.750				1	1
2.625		1	2	3	3
2.500					
2.375			1		
2.250					
2.125		1			
2.000					

Source: https://www.federalreserve.gov/monetarpolicy/fomcprojtabl20251210.htm

Current Rates.

As of December 31st, 2025, the yield curve is not currently inverted, but it still does have an irregular shape where interest rates dip lower from the short-term to the 1-2 year range before rising again. This shape of the yield curve would typically indicate that the bond market expects short-term rates to go down further in the near term. The main way for this to happen is for the Federal Reserve continuing to cut the policy rate, but it is very uncertain at this point what the Fed's plan is for the policy rate. The longer-term rates have increased since early September, while the shorter-term rates have decreased since early September. If there are not any geopolitical surprises or black swan events, it is likely that rates will continue to drop in a fashion similarly depicted in the Target Rate Table, above. This means that the yields from the LGIP will reflect the target rates, bringing the revenues the City earns from funds within the LGIP back to historical rates. The reduction in LGIP returns has already had affect. In September of 2023, the City was earning 5.44% in interest and is now earning 3.8829%, if the LGIP had not extended the average maturity for their investments, returns would be closer to 3.58%. As of now, the long-term securities are earning close to a 0.7% higher interest rate than the LGIP.



	1 Mo	3 Mo	6 Mo	1 Yr	2 Yr	3 Yr	5 Yr	10 Yr	30 Yr
1/9/2026	3.580	3.590	3.580	3.490	3.510	3.570	3.740	4.170	4.820
12/16/2025	3.660	3.620	3.600	3.500	3.480	3.530	3.700	4.150	4.830
Difference	-0.080%	-0.030%	-0.020%	-0.010%	0.030%	0.040%	0.040%	0.020%	-0.010%

Source: https://www.treasury.gov/resource-center/data-chart-center/interest-rates/pages/textview.aspx?data=yield

Strategy Notes. The City of Black Diamond's investments are not typically actively traded, meaning that there are no attempts to "buy low and sell high" or efforts to "time the market" are being made. Investments purchased with the intent of providing investment income are intended to be held to maturity, relying on following a prudent course of action for income rather than predicting market direction.

Black Diamond Investment Portfolio (as of December 31, 2025)		
LGIP	$13,699,218	64.6%
Treasuries	$2,500,000	11.8%
Agencies	$5,000,000	23.6%
Totals	**$21,199,218**	**100%**

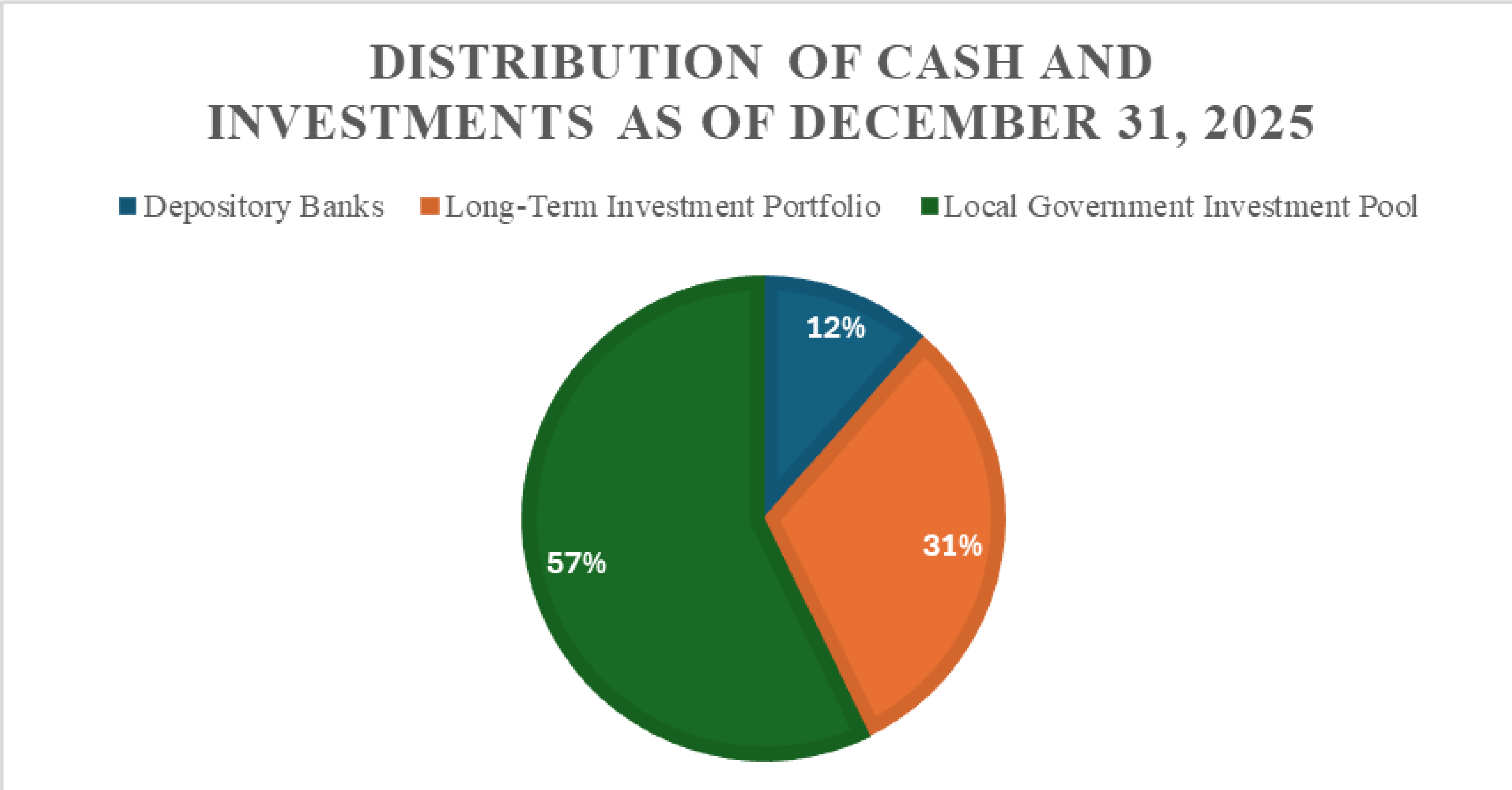
Debt Activity

The City's last debt payment took place in May 2024. The City of Black Diamond is completely debt free. A comprehensive city-wide debt report is attached with current balances.

Interfund Borrowings and Investments

Borrowing between funds is temporary in nature, reviewed periodically by staff and is amended as circumstances change. Currently, the City of Black Diamond does not have any interfund loans. The most recent interfund loan issued in 2017 was for $160,000 to the Police Department (General Fund) from the Equipment Replacement Fund. The General Fund repaid the Equipment Replacement Fund $160,000 in principle and $4,000 in interest at a 2.5% interest rate, totaling $164,000 for repayment.

City of Black Diamond Distribution of Cash and Investments



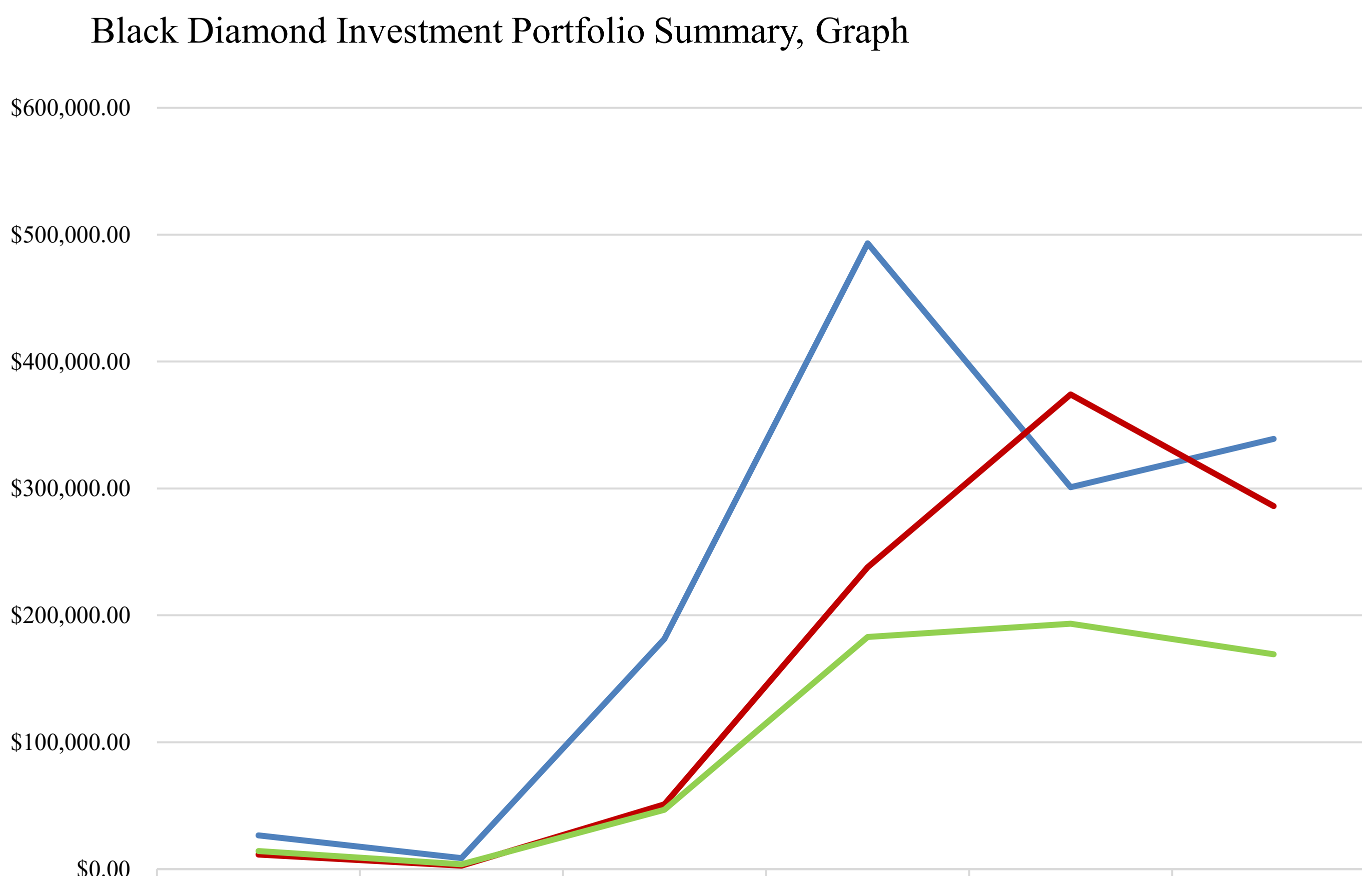
Investment Portfolio – Inventory by Agency

Investment Portfolio - Inventory by Agency							
Agency	**Inv#**	**Face Value**	**Price**	**Coupon**	**Settle**	**Maturity**	**Callable**
Federal Farm Credit Bank	001	$1,000,000	$999,462	4.16	2/21/2024	2/13/2029	No
Federal Home Loan Bank	002	$1,000,000	$971,840	4.14	2/21/2024	6/9/2028	No
United States Treasury	003	$1,000,000	$976,921	4.2	2/21/2024	1/31/2028	No
United States Treasury	004	$1,000,000	$974,347	4.23	2/21/2024	6/30/2027	No
Federal Farm Credit Bank	005	$1,000,000	$955,014	4.165	3/06/2024	3/21/2029	Yes
Federal Farm Credit Bank	006	$1,000,000	$991,036	4.81	4/15/2024	6/23/2026	No
United States Treasury	007	$500,000	$506,376	4.23%	4/18/2024	1/15/2027	No
Federal Home Loan Mortgage Corporation	008	$1,000,000	$997,500	4.008%	12/11/2025	12/11/2030	Yes

Black Diamond Investment Portfolio Earnings

	Fund	2025	2024	2023	2022	2021	2020
001	General Fund	$339,018.91	$300,917.64	$493,212.29	$181,420.21	$8,680.34	$26,701.59
101	City Street Fund	$10,528.28	$18,517.77	$13,281.65	$4,433.97	$142.43	$242.55
107	Fire Impact Mitigation Fee Fund	$69,590.80	$65,119.85	$64,183.52	$31,727.35	$1,451.63	$7,345.30
108	Transportation Benefit District Fund	$2,416.15	$3,303.91	$4,447.15	$1,418.98	$66.09	$278.48
109	Traffic Mitigation Fund	$1.86	$465.64	$3,751.68	$4,515.09	$181.88	$937.15
110	ARPA Recovery Federal Funds	$0.00	$0.00	$7,451.79	$4,968.60	$333.36	$0.00
112	Traffic Impact Fees	$6,482.09	$3,711.35	$1,702.81	$29.15	$0.00	$0.00
310	CIP Fund: General Government	$139,734.84	$204,740.31	$97,137.04	$0.00	$0.00	$0.00
311	REET 1 Fund	$17,328.40	$24,972.30	$28,977.58	$3,911.81	$544.74	$2,665.46
320	CIP Fund: Streets	$40,151.06	$53,276.94	$16,998.50	$0.00	$0.00	$0.00
321	REET 2 Fund	$6,414.74	$16,384.89	$24,239.44	$12,979.40	$726.74	$2,919.73
401	Water Fund	$41,589.13	$43,298.23	$26,330.88	$7,367.87	$727.13	$4,223.62
402	WSFFA Fund	$6,134.72	$10,346.55	$11,164.14	$3,698.01	$1,126.18	$1,420.71
404	Water Capital Fund	$49,767.11	$54,762.98	$74,066.44	$14,194.74	$618.67	$2,441.84
407	Sewer Fund	$20,997.98	$30,165.77	$28,365.94	$8,320.99	$427.16	$1,719.56
408	Sewer Capital Projects	$15,274.86	$18,119.16	$15,953.45	$4,768.75	$240.10	$1,348.21
410	Stormwater Fund	$4,964.63	$17,280.99	$16,818.44	$5,475.08	$388.80	$1,563.67
412	Stormwater Capital Projects	$11,225.23	$7,735.90	$1,256.94	$0.00	$0.00	$0.00
510	Internal Service Fund	$19,434.70	$11,703.41	$8,916.52	$2,883.54	$293.40	$1,644.92
		$801,237.53	**$884,823.59**	**$938,256.20**	**$292,113.54**	**$15,948.65**	**$55,452.79**

Black Diamond Investment Portfolio Summary, Graph



	2020	2021	2022	2023	2024	2025
General Fund	$26,701.59	$8,680.34	$181,420.21	$493,212.29	$300,917.64	$339,018.91
Other Government Street and Capital Funds	$11,468.94	$2,720.13	$51,004.95	$237,931.72	$374,108.07	$286,233.48
Total Utility Funds	$14,362.53	$3,821.44	$46,708.98	$182,872.75	$193,412.99	$169,388.36

Long Term Debt Schedule

Long Term Debt Schedule					
Date Issued	Maturity	Description	Note	Amount of Issue	Current Balance
2005	May 2024	Water Debt Service		$5,447,820	$0

Restricted and Committed Portion of Ending Cash and Investments

To ensure the City's financial statements align with the Washington State Auditor's Office (SAO) BARS Manual and GASB Statement No. 54, the following definitions categorize the City's cash and investment balances based on the "hierarchy of constraint." These classifications inform the Council and the public on exactly how much of the City's $21.2M total treasury is legally restricted versus how much remains available for discretionary use.

Fund Balance Classifications & Definitions

The City of Black Diamond reports fund balances in five specific categories (Non-spendable, Restricted, Committed, Assigned, and Unassigned). The following four are most relevant to our current cash position:

1. Restricted Fund Balance

- Definition: Resources that are subject to constraints imposed by external parties or legal mandates.
- Authority: Constraints are established by Washington State law (RCW), federal grant agencies, or bond covenants.
- City Context: This includes REET (I & II), Impact Fees, and the Street Fund (Gas Tax), which are legally "locked" for specific capital or transportation purposes and cannot be diverted to general operations.

2. Committed Fund Balance

- Definition: Resources that can only be used for specific purposes pursuant to constraints imposed by formal action of the City Council.
- Authority: A commitment is the City's most binding constraint and requires a formal Ordinance or Resolution to establish or rescind.
- City Context: This represents "self-imposed" restrictions, such as the Water System Facility Funding Agreement (WSFFA) deposits or specific reserves the Council has legislatively set aside for future equipment replacement.

3. Assigned Fund Balance

- Definition: Resources that reflect the City's intended use for a specific purpose but do not meet the criteria of Restricted or Committed.
- Authority: Unlike commitments, assignments do not require a formal Ordinance. The Council or an authorized City official (e.g., Finance Director) may assign these funds through the budget process or a simple Motion.
- City Context: This includes "encumbrances" (funds set aside for open purchase orders) or amounts designated in the budget for specific one-time projects that have not yet begun.

4. Unassigned Fund Balance

- Definition: The residual classification for the General Fund representing all amounts not contained in the other classifications.
- Authority: These funds are fully discretionary and available for any valid municipal purpose.
- City Context: This is the City's "True Surplus." It serves as the primary safety net for emergency expenditures or as a funding source for future Council priorities.

Summary of Funding Constraints

Classification	Source of Constraint	Level of Flexibility
Restricted	External (State Law/Grantors)	None (Legally Mandated)
Committed	City Council (Ordinance/Resolution)	Low (Requires Legislation)
Assigned	Management/City Council Intent	Moderate (Budgetary Intent/Emergency Reserves)
Unassigned	Residual Fund Reserves	High (Full Discretion)

The following section provides a comprehensive breakdown of the City's fund balance classifications as of December 31, 2024. In accordance with GASB Statement No. 54 and the Washington State BARS Manual, these balances are categorized as Restricted, Committed, Assigned, or Unassigned based on the extent to which the City is bound to observe constraints on specific purposes.

Each entry details the respective fund, the year-end balance, and the specific legal or legislative authority, that governs the use of these resources. This hierarchy ensures that the City remains in full compliance with external mandates while maintaining the necessary transparency regarding the Council's discretionary fiscal capacity.[1]

Restricted Fund Balances

On December 31, 2024, the City of Black Diamond had the following Restricted Fund Balances:

1. **General Fund**
   - Fund: General Fund, 001
   - Amount: $25,923
   - Note: Police Drug Funds
   - Authority: RCW
2. **Fire Impact Fee Fund**
   - Fund: Fire Impact Fee Fund, 107
   - Amount: $1,302,154
   - Note: Fire Impact Fees collected by the City are legally restricted to fund specific capital projects and improvements necessitated by new development.
   - Authority: RCW 82.02.050-110
3. **Traffic Impact Fee Fund**
   - Fund: Traffic Impact Fee Fund, 112

---

[1] These fund balance designations, are consistent with the following reports that are regularly reviewed by the Black Diamond City Council: (1) Income Statements, (2) the Audited Annual Financial Report, (3) the Annual Report; additionally, (4) they are thoroughly discussed during the annual budget process. This information has been added to the Quarterly Investment Report to increase accessibility to this information.

- Amount: $76,821
- Note: Traffic Impact Fees are collected by the City are legally restricted to fund specific capital improvements necessitated by new development.

4. **General Fund Capital Improvement Plan Fund**

- Fund: General Fund Capital Improvement Plan Fund, 310
- Amount: $1,788,873
- Note: Real Estate Excise Tax (REET) revenues are subject to specific statutory restrictions and are dedicated primarily to the City's Capital Improvement Plan (CIP). Unlike General Fund operating revenues, REET collections are restricted for "capital projects and outlay," which includes the planning, construction, and improvement of public infrastructure.
- Authority: RCW 82.46.010

5. **Street Fund Capital Improvement Plan Fund**

- Fund: Street Fund, Capital Improvement Plan Fund
- Amount: $1,449,505
- Note: Real Estate Excise Tax (REET) revenues are subject to specific statutory restrictions and are dedicated primarily to the City's Capital Improvement Plan (CIP). Unlike General Fund operating revenues, REET collections are restricted for "capital projects and outlay," which includes the planning, construction, and improvement of public infrastructure.
- Authority: RCW 82.16.035

6. **Water Utility Reserve and Capital Funds**

- Fund: Water Utility WSSFA Fund, 404
- Amount $178,152
- Note: A key component of the City's capital strategy is the Water System Facility

Funding Agreement (WSFFA). Under this agreement, developers provide pre-funding deposits specifically designated for the design and construction of major water infrastructure projects.

- Authority: Black Diamond City Council/Developer Agreement

7. King County Treasurer's Trust

- Fund: King County Treasurer's Trust and Washington State Treasurer's Trust, 633
- Amount: $8,003
- Note: The City of Black Diamond partners with the King County Treasurer for the collection and distribution of certain assessments such as community development related fees, pet licenses, and municipal court fees and other assessments.
- Authority: RCW

8. Other Special Revenue Funds

Special Revenue Funds are established to collect and account for revenues that are legally restricted or committed to specific purposes. These funds provide an added layer of accountability and transparency, ensuring that taxpayer dollars are used solely for their intended projects or services.

By segregating these revenues from the General Fund, the City can clearly demonstrate how specific taxes, fees, grants, or other dedicated sources are being applied to meet public objective such as transportation improvements, parks development, and other projects.

- The following are other funds that are generally restricted in usage but are not listed because their balances were equal to zero at the end of December 2024. These are generally special revenue funds, which represent a significant portion of the City's funds. These funds are often transferred to appropriate operational funds or transferred to a third party such as the Enumclaw School District who would then use these funds for the purpose intended generally by either King County or Washington State.

    i. Transportation Benefit District, 108

        - Note: Transportation Benefit District Revenues are dedicated exclusively to maintaining and improving City streets. Funded activities include but are not limited to: roadway striping and pavement maintenances; pothole repair and should grading; maintenance of streetlights, signals, and sidewalks; vegetation control and traffic signage; and general street safety enhancements. This dedicated fund source plays a critical role in supplementing limited gas tax revenues, helping the City preserve a safe and functional transportation infrastructure.

ii. American Rescue Plan Act (ARPA) Federal Recovery Funds, 110

- Note: From 2021 through 2024, the City of Black Diamond utilized one-time federal funding provided through the American Rescue Plan Act (ARPA) to support community resilience and essential government services following the COVID-19 pandemic. These funds were strictly governed by U.S. Treasury Department regulations, which required all resources to be obligated and expended within specific federal timelines.

  As of the 2023 fiscal year-end, the City successfully deployed 100% of its allocated ARPA recovery funds toward eligible infrastructure and public safety initiatives. While this fund now carries a zero balance and is considered "fully sunset," it remains in our financial reports for historical continuity and to document the City's compliance with federal close-out and audit requirements.

iii. School Impact Fee Fund, 111

- Note: In 2020, the Black Diamond City Council enacted legislation authorizing the collection of school impact fees from new developments within the city limits. These fees are collected on behalf of the four school districts serving our community: Enumclaw, Kent, Tahoma, and Auburn.

  In accordance with Washington State Auditor's Office (SAO) requirements, these resources are tracked within a dedicated Special Revenue Fund. This ensures full transparency and distinct separation from City operating funds. The City acts as a fiduciary agent for these districts; fees are collected during the permitting process and subsequently transferred to the respective school districts to fund growth-related infrastructure. These accounts function as "pass-through" or "sweep" accounts and do not represent discretionary City revenue.

Committed Fund Balances

On December 31, 2024, the City of Black Diamond had the following Committed Fund Balances:

1. **Transferable Development Rights Fund**
    - Fund: Transferable Development Rights, 113
    - Amount: $945,000
    - Note: Fund Received for the Sale of Development Right Certificates and can be used for the purpose of developing, preserving, and enhancing public properties and open spaces.
    - Authority: Black Diamond City Council

Assigned Fund Balances

On December 31, 2024, the City of Black Diamond had the following Assigned Fund Balances:

1. **Street Fund**
    - Fund: Street Fund, 101
    - Amount: $405,754
    - Note: The Street Fund's reserves are all earned or transferred to the Street Fund. Though the Street Fund does operate, it is still considered a special revenue fund; hence, its entirety of its reserves is assigned towards Street Fund usage.
    - Authority: Black Diamond City Council/Administration

2. **Traffic Mitigation**
    - Fund: General Fund, 109
    - Amount: $466
    - Note: As a special revenue fund, the entirety of this fund's balance is assigned towards traffic mitigation purposes. With this fund being a "pass-through" of sorts, the funds that this fund generates are assigned towards passing towards that transaction.
    - Authority: Black Diamond City Council/Administration

3. **General Fund Capital Fund**
   - Fund: General Fund Capital Fund, 310
   - Amount: $3,069,790
   - Note: These funds have been assigned, generally, during the approval of the annual budget and Capital Improvement processes
   - Authority: Black Diamond City Council/Administration

4. **General Government Retainage Fund**
   - Fund: General Fund, 320
   - Amount: $75,949
   - Note: The entirety of this amount has been assigned to Retainage Funds and tracked within a separate special revenue fund in accordance with the Washington State Auditor's Office.
   - Authority: Black Diamond City Council/Administration

5. **Water Reserve and Capital Fund**
   - Fund: Water Reserve and Capital Fund, 401-404
   - Amount: $2,153,434
   - Note: These funds have been assigned, generally, during the approval of the annual budget and Capital Improvement processes
   - Authority: Black Diamond City Council/Administration

6. **Sewer Reserve and Capital Fund**
   - Fund: General Fund, 407-408
   - Amount: $969,893
   - Note: These funds have been assigned, generally, during the approval of the annual budget and Capital Improvement processes.
   - Authority: Black Diamond City Council/Administration

7. **Stormwater Reserve and Capital Fund**
   - Fund: General Fund, 410-412
   - Amount: $469,793.07
   - Note: These funds have been assigned, generally, during the approval of the annual budget and Capital Improvement processes

- Authority: Black Diamond City Council/Administration

8. **General Fund and Public Works Equipment Funds**
   - Fund: General Fund, 510
   - Amount: $228,631
   - Note: These funds have been assigned, generally, during the approval of the annual budget and Capital Improvement processes
   - Authority: Black Diamond City Council/Administration

Unassigned Fund Balances

On December 31, 2024, the City of Black Diamond had the following Unassigned Fund Balances:

1. **General Fund**
   - Fund: General Fund, 001
   - Amount 1: $7,633,502
   - Note: The Developer Funds are part of the agreement with the Master Developer. These funds are unassigned. The unassigned fund balance for the General Fund includes the 35% emergency reserves.
   - Authority: Black Diamond City Council/Administration

Overview of Fund Balances

The City's cash and investment balances are classified as restricted or committed when use is constrained by external parties (such as grantors or state law) or by formal action of the City Council. To ensure the most efficient use of City resources, Black Diamond follows a "restricted-first" spending priority. When an expenditure is incurred for purposes for which both restricted and unrestricted resources are available, the City's policy is to apply restricted resources first. This approach ensures that dedicated funds are utilized for their intended purposes while preserving the City's flexible, unrestricted reserves. The following table details each funds allocation towards restricted, committed, assigned, and unassigned fund balances respectively.

Summary of Fund Balances Table, as of December 31, 2024

Fund	Restricted	Committed	Assigned	Unassigned	Total	Primary Usage
General Fund	$25,923	-	-	$7,633,502	$7,659,425	General Operations/Public Safety
Street Fund	-	-	$405,754	-	$405,754	Transportation and Street Maintenance related expenditures
Fire Impact Fees	$1,302,154	-	-	-	$1,302,154	Growth-related expenditures
Transportation Benefit District	-	-	-	-	-	Transportation and Street Maintenance related expenditures
Traffic Mitigation Fees	-	-	$466	-	$466	Growth-related expenditures
School Impact Fee Fund	-	-	-	-	-	Fiduciary agent on behalf of school districts
Traffic Impact Fees	$76,821	-	-	-	$76,821	Growth-related expenditures
Transferable Development Rights	-	$945,000	-	-	$945,000	Developing, preserving, and enhancing public properties
American Rescue Plan Act (ARPA)	-	-	-	-	$0	Eligible infrastructure and public safety initiatives

Summary of Fund Balances Table, as of December 31, 2024 (ctd.)

Fund	Restricted	Committed	Assigned	Unassigned	Total	Primary Usage
Real Estate Excise Tax & General Government Capital Projects	$1,788,873	-	$3,069,790	-	$4,858,663	Capital Improvement Projects
Real Estate Excise Tax II, Streets, and Retainage	$1,449,505	-	$75,949	-	$1,525,454	Retainage and REET Fund Revenues
Police and Public Works Equipment Replacement	-	-	$228,631	-	$228,631	Capital Outlay
Water Operating	-	-	$951,250	-	$951,250	General Operations
Waster/WSFFA	$178,152	-	-	-	$178,152	Developer pre-funded Water Capital Projects
Water Reserve and Capital	-	-	$1,202,184	-	$1,202,184	Capital Outlay and Capital Projects
Sewer Operating	-	-	$602,074	-	$602,074	General Operations

Summary of Fund Balances Table, as of December 31, 2024 (ctd).

Fund	**Restricted**	**Committed**	**Assigned**	**Unassigned**	**Total**	**Primary Usage**
Sewer Reserve and Capital	-	-	$367,819	-	$367,819	Capital Outlay and Capital Projects
Stormwater Operating	-	-	$168,936	-	$168,936	General Operations
Stormwater Reserves and Capital	-	-	$300,857	-	$300,857	Capital Outlay and Capital Projects
Trust Funds (combined)	$8,003	-	-	-	$8,003	Fiduciary agent on behalf of the State of Washington and King County
Total for All Funds	$4,829,431	$945,000	$10,566,044	$4,527,012	$20,781,642	

Black Diamond 2025 4th Quarter Financial Report

Overview

The 4th Quarter Financial Report summarizes the 2025 budgeted revenues and expenditures compared to the actual revenues and expenditures received through December 31, 2025.

Overview, Continued

This report includes statements for the General Fund, Street Fund, Water Fund, Sewer Fund, Stormwater Fund, balance sheet, and Black Diamond's investment portfolio.

Agenda

1. Fund Performance Summary
2. General Fund Budget vs Actual Variance
3. Cash and Investment Balance Report Summary
4. Fund Balance Classification of Ending Cash and Investments

Fund Performance Summaries

Fund Performance, Summary

General Fund

- The General Fund ended 2025 with a surplus of $1,511,690.
- Record year for Land Use and Permitting Fees, $3,108,400.
- Total Revenues were $13,075,693, or 119.8% of budget projections.
- Total Expenditures were $11,496,978, or 84.1% of budgeted expenditures.

Street Fund

- The Street Fund ended 2025 with a surplus of $140,419.
- Total Revenues were $881,984, or 99.9% of expected revenues.
- Total Expenditures were $741,565, or 91% of budgeted expenditures.

Fund Performance, Summary

Water Fund

- The Water Fund ended 2025 with a surplus of $531,016.
- Total Revenues were $2,575,409, or 105% of budgeted projections.
- Total Expenditures were $2,044,393, or 86% of budgeted expenditures

Sewer Fund

- The Sewer Fund ended 2025 with a deficit of $90,083.*
- Total Revenues were $2,659,744, or 102.2% of budgeted projections.
- Total Expenses Expenses were $2,749,827, or 99% of budgeted expenditures.

*Note: The Sewer Fund had budgeted a deficit of $171,397

Fund Performance, Summary

Stormwater Fund

- The Stormwater Fund ended 2025 with a deficit of $81,968.*
- Total Revenue was $925,994, or 87% of budgeted projections.
- Total Expenditures were $1,007,962, or 86.8% of budgeted expenditures.

Investment Portfolio

- The overall Black Diamond Investment Portfolio earned $801,237 for 2025.
- 64.6% of the City's investment portfolio is invested through Washington State's Local Government Investment Pool (LGIP).
- 35.4% of the City's investment portfolio is invested in longer-termed securities.

*Note: The Sewer Fund had budgeted a deficit of $97,426

General Fund Budget to Actual Variance

Revenues

- Land Use and Permitting Fees: +$1,600,000
- AWC Insurance and Flex Deposit: -$596,702
- Developer Reimbursement: -$653,021

Expenditures

- AWC Insurance and Flex Deposit: $596,702
- Developer Reimbursement: -$670,636
- Overall Operating Expenditures: 91.7% of what was budgeted, savings of $874,048.

Summary

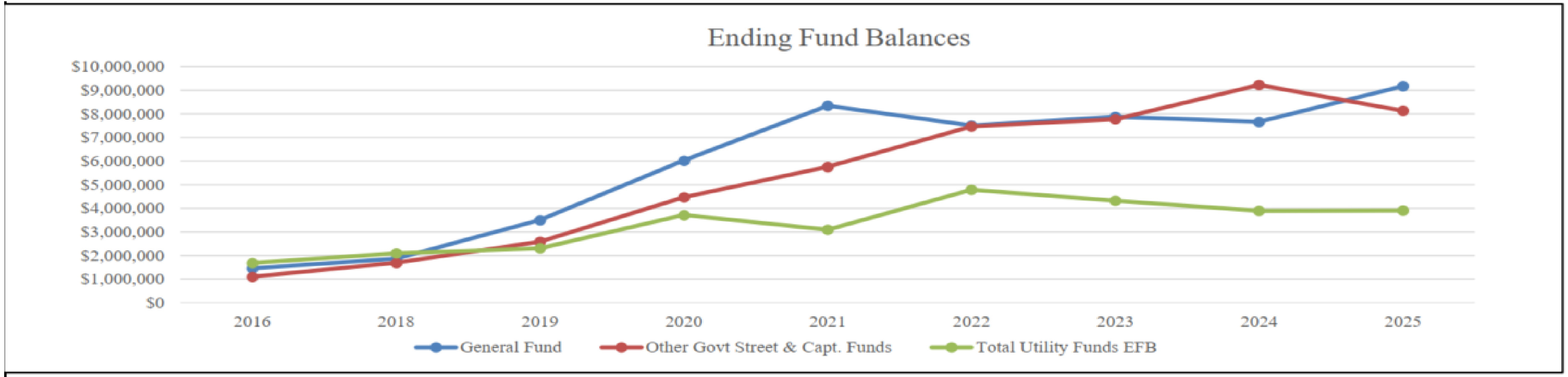
Prior to the budget amendment, the City had forecasted a deficit of $744,056 within the General Fund. The amount of cost savings alone, would have provided a surplus of $129,992. The stronger than expected revenues extended that surplus further.

Cash and Investment Balances

Cash and Investment Balance Report

Cash & Investment Balance Report 4th Quarter 2025							
GOVERNMENTAL FUNDS	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**
General Fund Ending Fund Balance	**3,501,660**	**6,022,285**	**8,346,574**	**7,506,059**	**7,880,874**	**7,659,424**	**9,171,113**
Capital and Special Revenue Funds							
Street Fund	76,743	188,158	292,205	325,924	450,146	405,754	546,173
Fire Impact Fees	936,627	1,135,891	1,623,301	1,239,869	1,142,030	1,302,154	1,415,578
TBD-Car Tabs	22,429	33,607	53,427	78,497	60,907	0	0
Traffic Mitigation/Impact Fees	136,539	170,342	216,654	288,438	118,986	77,287	192,238
Transferrable Development Rights	0	0	0	0	0	945,000	945,000
ARPA Recovery Funds	0	0	568,288	151,212	0	0	0
School Impact Fee Fund	0	0	0	0	0	0	0
REET I & Gen Govt Cap Proj	699,890	1,856,948	1,606,887	4,246,747	4,586,993	4,858,663	3,433,726
REET II, PW-Streets, and Retainage	599,844	915,195	1,275,958	1,034,878	1,334,676	1,525,454	1,402,455
Police Equipment Replacement	116,316	168,868	115,771	103,780	76,793	109,237	196,150
Other Government, Street & Capt.	**2,588,388**	**4,469,008**	**5,752,491**	**7,469,345**	**7,770,531**	**9,223,550**	**8,131,319**
Total Government Ending C&I	**6,090,048**	**10,491,293**	**14,099,065**	**14,975,404**	**15,651,405**	**16,882,974**	**17,302,433**
UTILITY FUNDS							
Water Operating	630,271	660,141	626,793	704,394	1,010,250	951,250	1,482,266
Water/WSFFA	251,484	1,240,281	498,658	257,340	212,868	178,152	79,977
Water Reserve & Capital	455,748	602,226	521,335	2,251,540	1,169,849	1,202,184	989,247
Sewer Operating	275,999	419,155	494,625	627,875	678,789	602,074	511,943
Sewer Reserve & Capital	235,149	272,463	325,312	372,446	391,799	367,819	408,394
Stormwater Operating	222,421	344,919	428,667	414,572	488,320	168,936	86,950
Stormwater Reserves & Capital	43,543	39,730	12,878	82,913	231,314	300,857	265,972
PW Equipment Replacement	191,231	136,577	183,239	72,304	133,340	119,393	81,895
Total Util Funds Ending C&I	**2,305,846**	**3,715,492**	**3,091,507**	**4,783,383**	**4,316,529**	**3,890,665**	**3,906,644**
Trust Funds-due to others*	**1,441**	**4,322**	**8,215**	**2,475**	**16,132**	**8,003**	**30,174**
Total Ending-Cash & Inv.**	**8,397,335**	**14,211,107**	**17,198,787**	**19,761,262**	**19,984,067**	**20,781,642**	**21,239,250**

Cash and Investment Balance Report



City Wide -Balance Sheet as of September 30, 2025

	2019	2020	2021	2022	2023	2024	2025
Cash & Investments	**8,397,335**	**14,211,107**	**17,198,787**	**19,761,262**	**19,984,067**	**20,781,642**	**21,239,250**
Accounts Receivable (2019 excluded Permit	248,702	776,719	276,103	269,123	269,123	301,237	160,655
Fixed Assets & Depreciation (cash cities do	$0	$0	$0	$0	$0	$0	$0
Insured Assets (excl Str & Uti land & infra)							
Vehicles	856,556	916,827	1,973,498	2,001,289	2,051,793	2,074,507	2,388,174
Off Road- Mowers, Boats & trailers	381,317	396,755	416,093	574,694	881,889	1,030,483	666,602
Buildings	12,002,871	12,526,300	12,608,615	12,608,615	12,608,615	12,608,615	24,890,487
Total Assets	**$21,886,781**	**$28,827,708**	**$32,473,096**	**$35,214,983**	**$35,795,487**	**$36,796,484**	**$49,345,168**
Outstanding Accounts Payable (bills paid when due)							
Internal Loans							
Water Public Works Trust Fund Loan-short	($306,739)	($306,739)	($306,739)	($306,739)	$0	$0	$0
Water Public Works Trust Fund Loan-long t	($1,511,191)	($1,204,452)	($897,713)	($590,974)	($284,235)	$0	$0
Total Liabilities	($1,817,930)	($1,511,191)	($1,204,452)	($897,713)	($284,235)	$0	$0
Black Diamond Fund Position (equity	**$ 20,068,851**	**$ 27,316,517**	**$ 31,268,644**	**$ 34,317,270**	**$ 35,511,252**	**$ 36,796,484**	**$ 49,345,168**

Fund Balance Classification of Ending Cash and Investments

Fund Balance Classification of Ending Cash and Investments

Summary of Funding Constraints

Classification	**Source of Constraint**	**Level of Flexibility**
Restricted	External (State Law/Grantors)	None (Legally Mandated)
Committed	City Council (Ordinance/Resolution)	Low (Requires Legislation)
Assigned	Management/City Council Intent	Moderate (Budgetary Intent/Emergency Reserves)
Unassigned	Residual Fund Reserves	High (Full Discretion)

Fund Balance Classification of Ending Cash and Investments

Restricted Revenues Example

4. **General Fund Capital Improvement Plan Fund**
   - Fund: General Fund Capital Improvement Plan Fund, 310
   - Amount: $1,788,873
   - Note: Real Estate Excise Tax (REET) revenues are subject to specific statutory restrictions and are dedicated primarily to the City's Capital Improvement Plan (CIP). Unlike General Fund operating revenues, REET collections are restricted for "capital projects and outlay," which includes the planning, construction, and improvement of public infrastructure.
   - Authority: RCW 82.46.010

Assigned Revenues Example

4. General Government Retainage Fund
   - General Fund, 320
   - Amount: $75,949
   - Note: The entirety of this amount has been assigned to Retainage Funds and tracked within a separate special revenue fund in accordance with the Washington State Auditor's Office.
   - Authority: Black Diamond City Council/Administration

Fund Balance Classification of Ending Cash and Investments

Ending Cash and Investment Balances according to Classification (as of December 31, 2024)	
	Total for All Funds
Non-spendable	$0
Restricted	$4,829,431
Committed	$945,000
Assigned	$7,373,709
Unassigned	$7,633,502
Total Ending Cash and Investments	**$20,781,642**

CERTIFICATION

Finance Committee: Meeting March 10, 2026
Council Date: March 17, 2026

Check No.'s / EFT	Batch Name	Check / EFT Date	Amount
57104-57138	March 2026 - Regular Batch 2	3/18/2026	$ 388,000.03
		TOTAL:	**$ 388,000.03**

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

Xavier Mason
Xavier Mason, Finance Director

DATE: 03/04/2026

John Adler, Mayor

DATE:

Register

Fiscal: 2026
Deposit Period: 2026 - March
Check Period: 2026 - March - 2026-03 March - Regular Batch 2

Number	Name	Print Date	Clearing Date	Amount
Umpqua Bank	**4026**			
Check				
57104	AHBL, Inc.	3/18/2026		$47,011.00
57105	Alsco	3/18/2026		$251.88
57106	Aramsco	3/18/2026		$474.54
57107	AT&T Mobility: First Net	3/18/2026		$3,886.33
57108	Big Mountain Electric, Inc	3/18/2026		$959.20
57109	Bill's Locksmith Service Inc.	3/18/2026		$123.03
57110	CenturyLink (WA)	3/18/2026		$722.68
57111	CIVICPLUS	3/18/2026		$2,377.26
57112	DCW - Data Center Warehouse	3/18/2026		$21,204.76
57113	Financial Consultants International Inc	3/18/2026		$1,867.32
57114	Firestone Complete Auto Care	3/18/2026		$669.13
57115	First Responder Outfitters - TAC	3/18/2026		$70.85
57116	FP Mailing Solutions	3/18/2026		$130.85
57117	Hamlet Mail Services	3/18/2026		$332.22
57118	HWA GeoSciences Inc.	3/18/2026		$4,200.00
57119	Intercom Language Services, Inc.	3/18/2026		$340.00
57120	Johnsons Home & Garden	3/18/2026		$11.98
57121	KD Water Systems LLC	3/18/2026		$414.20
57122	King County Finance	3/18/2026		$181,347.74
57123	King County Prosecuting Attorney	3/18/2026		$72.96
57124	King County Treasurer	3/18/2026		$32,198.20
57125	Madrona Law Group LLC	3/18/2026		$20,436.00
57126	Office Products Nationwide	3/18/2026		$122.77
57127	Orkin Commercial Services	3/18/2026		$172.88
57128	Parametrix, Inc.	3/18/2026		$25,006.28
57129	Clarke, Amber	3/18/2026		$150.00
57130	Pye-Barker Fire & Safety LLC	3/18/2026		$3,441.28
57131	Raedeke Associates Inc	3/18/2026		$1,947.50
57132	RH2 Engineering Inc.	3/18/2026		$22,045.70
57133	Ryan Sweet	3/18/2026		$140.94
57134	Severson's Building Maintenance	3/18/2026		$2,650.00
57135	Summit Law Group, PLLC	3/18/2026		$6,452.00
57136	Washington State Patrol	3/18/2026		$48.00
57137	Washington State Treasurer	3/18/2026		$6,600.55

Number	Name	Print Date	Clearing Date	Amount
57138	Water Management Laboratories, Inc.	3/18/2026		$120.00
		Total	**Check**	**$388,000.03**
		Total	**4026**	**$388,000.03**
		Grand Total		**$388,000.03**

Voucher Directory with Transaction Date

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
AHBL, Inc.									
	57104			**1/31/2026**	**2026 - March - 2026-03 March - Regular Batch 2**				
		156980							
			Service - January 2026; MDRT						
			001-000-257-558-70-49-00				MDRT - Planning Consultant		$30,903.50
						MDRT Resolution 2025			
		Total 156980							**$30,903.50**
	57104			**1/31/2026**	**2026 - March - 2026-03 March - Regular Batch 2**				
		157010							
			Service - January 2026; CD						
			310-000-038-594-58-62-00				Comp Pl Update-State DOE Grant		$16,107.50
						Comp Plan Periodic Update			
		Total 157010							**$16,107.50**
	Total 57104								**$47,011.00**
Total AHBL, Inc.									**$47,011.00**
Alsco									
	57105			**2/17/2026**	**2026 - March - 2026-03 March - Regular Batch 2**				
		LTAC1158012							
			Service - 02/17/26						
			001-000-270-576-80-41-04				PRK: Uniform Services		$14.57
						UNIFORM SERVICE; PRK			
			001-000-280-536-20-41-04				CEM: Uniform Services		$5.22
						UNIFORM SERVICE; CEM			
			101-000-000-542-30-41-04				STRT: Uniform Services		$25.55
						UNIFORM SERVICE; STRT			
			401-000-000-534-80-41-04				WTR: Uniform Services		$28.42
						UNIFORM SERVICE; WTR			
			407-000-000-535-80-41-04				SWR: Uniform Services		$27.53
						UNIFORM SERVICE; SWR			
			410-000-000-531-10-41-04				STRM: Uniform Services		$24.65
						UNIFORM SERVICE; STRM			
		Total LTAC1158012							**$125.94**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	57105			**2/24/2026**	**2026 - March - 2026-03 March - Regular Batch 2**				
		LTAC1159112							
			Service - 02/24/26						
			001-000-270-576-80-41-04			PRK: Uniform Services	UNIFORM SERVICE; PRK		$14.57
			001-000-280-536-20-41-04			CEM: Uniform Services	UNIFORM SERVICE; CEM		$5.22
			101-000-000-542-30-41-04			STRT: Uniform Services	UNIFORM SERVICE; STRT		$25.55
			401-000-000-534-80-41-04			WTR: Uniform Services	UNIFORM SERVICE; WTR		$28.42
			407-000-000-535-80-41-04			SWR: Uniform Services	UNIFORM SERVICE; SWR		$27.53
			410-000-000-531-10-41-04			STRM: Uniform Services	UNIFORM SERVICE; STRM		$24.65
		Total LTAC1159112							**$125.94**
	Total 57105								**$251.88**
Total Alsco									**$251.88**
Aramsco									
	57106			**2/18/2026**	**2026 - March - 2026-03 March - Regular Batch 2**				
		S7546777.001							
			Supplies						
			101-000-000-542-64-31-01			STRT: Street Signs	No Parking Signs		$161.45
		Total S7546777.001							**$161.45**
	57106			**2/17/2026**	**2026 - March - 2026-03 March - Regular Batch 2**				
		S7552232.001							
			Supplies						
			101-000-000-542-64-31-01			STRT: Street Signs	Street Signs		$313.09
		Total S7552232.001							**$313.09**
	Total 57106								**$474.54**
Total Aramsco									**$474.54**

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

AT&T Mobility: First Net

	57107	**2/5/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
	287294109909X02132026			
	Service - January 2026			
	001-000-110-511-60-42-00		COUNC: Communications	$323.86
			Cell Phone Service; CNCL	
	001-000-120-512-51-42-00		CRT: Telephone / DSL / Radios / Air Cards	$138.80
			Cell Phone Service; CRT	
	001-000-130-513-10-42-00		MAYOR: Telephone/DSL	$46.27
			Cell Phone Service; MYR	
	001-000-135-513-11-42-00		ADMIN: Telephone / DSL / Radios / Air Cards	$46.27
			Cell Phone Service; ADM	
	001-000-137-514-21-42-00		CLK: Telephone / DSL / Radios / Air Cards	$138.80
			Cell Phone Service; CLK	
	001-000-140-514-23-42-00		FIN: Telephone / DSL / Radios / Air Cards	$277.60
			Cell Phone Service; FIN	
	001-000-145-518-80-42-00		IT: Telephone / DSL / Radios / Air Cards	$323.86
			Cell Phone Service; IT	
	001-000-214-521-20-42-00		PD: Telephone / DSL / Radios / Air Cards	$1,295.44
			Cell Phone Service; PD	
	001-000-240-558-50-42-00		Code Enf: Telephone / DSL / Radios / Air Cards	$13.43
			Cell Phone Service; CODE	
	001-000-240-558-51-42-00		PERM: Telephone / DSL / Radios / Air Cards	$213.48
			Cell Phone Service; PERM	
	001-000-240-558-60-42-00		PLN: Telephone / DSL / Radios / Air Cards	$143.22
			Cell Phone Service; PLN	
	001-000-246-558-70-42-00		MDRT: Telephone / DSL / Radios / Air Cards	$185.06
			Cell Phone Service; MDRT	
	001-000-270-576-80-42-00		PRK: Telephone / DSL / Radios / Air Cards	$115.74
			Cell Phone Service; PRKS	
	001-000-280-536-20-42-00		CEM: Telephone / DSL / Radios / Air Cards	$23.83
			Cell Phone Service; CEM	
	101-000-000-542-30-42-00		STRT: Telephone / DSL / Radios / Air Cards	$128.65
			Cell Phone Service; STRT	
	401-000-000-534-80-42-00		WTR: Telephone / DSL / Radios / Air Cards	$143.10
			Cell Phone Service; WTR	
	404-000-010-534-80-41-00		SCADA/Telemetry Prof Svs	$46.27
			Cell Phone Service; SCADA	
	407-000-000-535-80-42-00		SWR: Telephone / DSL / Radios / Air Cards	$133.98
			Cell Phone Service; SWR	

Vendor				
Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
410-000-000-531-10-42-00		STRM: Telephone / DSL / Radios / Air Cards		$148.67
	Cell Phone Service; STRM			
Total 287294109909X02132026				**$3,886.33**
Total 57107				**$3,886.33**
Total AT&T Mobility: First Net				**$3,886.33**

Big Mountain Electric, Inc

57108	**3/3/2026**	**2026 - March - 2026-03 March - Regular Batch 2**		
5879				
Service - March 2026				
310-000-002-594-18-62-03		CIP - Gen Govt - Campus Improvements		$959.20
	Fire Alarm Circuit at PD and Warehouse			
Total 5879				**$959.20**
Total 57108				**$959.20**
Total Big Mountain Electric, Inc				**$959.20**

Bill's Locksmith Service Inc.

57109	**2/19/2026**	**2026 - March - 2026-03 March - Regular Batch 2**		
129135				
Service - February 2026				
001-000-530-522-10-48-00		FIRE: Bld Repair & Maintenance		$123.03
	Cutting New Keys			
Total 129135				**$123.03**
Total 57109				**$123.03**
Total Bill's Locksmith Service Inc.				**$123.03**

CenturyLink (WA)

57110	**2/12/2026**	**2026 - March - 2026-03 March - Regular Batch 2**		
CenturyLink 3333977608 02/2026				
Service - February 2026				
401-000-000-534-80-42-00		WTR: Telephone / DSL / Radios / Air Cards		$399.70
	Internet/Phone Service - Water Facilities			
407-000-000-535-80-42-00		SWR: Telephone / DSL / Radios / Air Cards		$322.98
	Internet/Phone Service - Sewer Facilities			
Total CenturyLink 3333977608 02/2026				**$722.68**
Total 57110				**$722.68**
Total CenturyLink (WA)				**$722.68**

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
CIVICPLUS				
57111	**1/1/2026**	**2026 - March - 2026-03 March - Regular Batch 2**		
358934				
Service - 2026 (annual)				
001-000-146-518-80-41-04		IT: Web Services		$2,377.26
		OrdBank Subscription		
Total 358934				**$2,377.26**
Total 57111				**$2,377.26**
Total CIVICPLUS				**$2,377.26**
DCW - Data Center Warehouse				
57112	**2/18/2026**	**2026 - March - 2026-03 March - Regular Batch 2**		
INV-019055				
Service - Office 365				
001-000-146-518-80-42-04		IT: Communication Services		$21,204.76
		Office 365 Subscription Costs		
Total INV-019055				**$21,204.76**
Total 57112				**$21,204.76**
Total DCW - Data Center Warehouse				**$21,204.76**
Financial Consultants International Inc				
57113	**2/23/2026**	**2026 - March - 2026-03 March - Regular Batch 2**		
18823				
Service - 2025 F150				
510-000-200-594-48-64-02		PW - Truck & Equip		$1,867.32
		Safety Lights Installation		
Total 18823				**$1,867.32**
Total 57113				**$1,867.32**
Total Financial Consultants International Inc				**$1,867.32**
Firestone Complete Auto Care				
57114	**2/24/2026**	**2026 - March - 2026-03 March - Regular Batch 2**		
109638				
Service - 2022 Ford Police Car				
001-000-210-521-10-48-01		PD: Vehicle/Eq. Mtc. & Repair		$669.13
		New Tires & Installation		
Total 109638				**$669.13**
Total 57114				**$669.13**
Total Firestone Complete Auto Care				**$669.13**

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

First Responder Outfitters - TAC

Transaction Number	Transaction Reference	Account Number / Description	Invoice Date	Fiscal Description / Name / Title	Amount
57115			**2/16/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
	27315-3				
		Supplies			
		001-000-210-521-10-31-04		PD: Uniform Allowance	$70.85
				Shirt, Emblem	
	Total 27315-3				**$70.85**
Total 57115					**$70.85**

Total First Responder Outfitters - TAC **$70.85**

FP Mailing Solutions

Transaction Number	Transaction Reference	Account Number / Description	Invoice Date	Fiscal Description / Name / Title	Amount
57116			**2/15/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
	RI107091104				
		Service - Q1 2026			
		001-000-180-518-50-45-01		CEN SVCS: Postage Meter Rental & Maint.	$130.85
				Meter Rental For Q1 2026	
	Total RI107091104				**$130.85**
Total 57116					**$130.85**

Total FP Mailing Solutions **$130.85**

Hamlet Mail Services

Transaction Number	Transaction Reference	Account Number / Description	Invoice Date	Fiscal Description / Name / Title	Amount
57117			**2/18/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
	1071				
		Supplies			
		001-000-180-518-50-31-00		CEN SVCS: Office & Operating Supplies	$332.22
				Accounts Receivable Forms	
	Total 1071				**$332.22**
Total 57117					**$332.22**

Total Hamlet Mail Services **$332.22**

HWA GeoSciences Inc.

Transaction Number	Transaction Reference	Account Number / Description	Invoice Date	Fiscal Description / Name / Title	Amount
57118			**2/20/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
	39492				
		Service - February 2026			
		001-000-257-558-70-41-05		MDRT - Geotech	$700.00
				Ten Trails Pkwy Culvert	
	Total 39492				**$700.00**

Vendor Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
57118	2/20/2026	**2026 - March - 2026-03 March - Regular Batch 2**	
39493			
Service - February 2026			
001-000-257-558-70-41-05		MDRT - Geotech	$700.00
		Phase 3A & 3B Review	
Total 39493			**$700.00**
57118	**2/20/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
39504			
Service - February 2026			
001-000-257-558-70-41-05		MDRT - Geotech	$2,800.00
		Miners Ridge Expansion Review	
Total 39504			**$2,800.00**
Total 57118			**$4,200.00**
Total HWA GeoSciences Inc.			**$4,200.00**
Intercom Language Services, Inc.			
57119	**2/27/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
26-097			
Service - February 2026			
001-000-120-512-51-41-04		CRT: Interpreter	$340.00
		Interpreter Service	
Total 26-097			**$340.00**
Total 57119			**$340.00**
Total Intercom Language Services, Inc.			**$340.00**
Johnsons Home & Garden			
57120	**2/26/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
492230			
Supplies			
999-000-006-000-00-31-00		6-Shared Office & Operating Supplies	$11.98
		Hex Key	
Total 492230			**$11.98**
Total 57120			**$11.98**
Total Johnsons Home & Garden			**$11.98**

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

KD Water Systems LLC

57121	**2/23/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
4268			
	Rent - March 2026		
	001-000-120-591-12-70-04	CRT: Watercooler Lease	$13.03
		WATER COOLER LEASE; CRT	
	001-000-135-591-13-70-04	ADMIN: Watercooler Lease	$5.87
		WATER COOLER LEASE; ADM	
	001-000-137-591-18-70-04	CLK: Watercooler Lease	$14.66
		WATER COOLER LEASE; CLK	
	001-000-140-591-18-70-04	FIN: Watercooler Lease	$50.18
		WATER COOLER LEASE; FIN	
	001-000-145-591-18-70-04	IT: Watercooler Lease	$16.73
		WATER COOLER LEASE; IT	
	001-000-210-591-21-70-04	PD: Watercooler Lease	$56.00
		WATER COOLER LEASE; PD	
	001-000-240-591-58-70-04	Code Enf: Watercooler Lease	$1.76
		WATER COOLER LEASE; CODE	
	001-000-240-591-58-71-04	PERM: Watercooler Lease	$27.98
		WATER COOLER LEASE; PERM	
	001-000-240-591-58-72-04	PLN: Watercooler Lease	$18.77
		WATER COOLER LEASE; PLN	
	001-000-246-591-58-70-04	MDRT: Watercooler Lease	$100.39
		WATER COOLER LEASE; MDRT	
	001-000-270-591-76-70-04	PRK: Watercooler Lease	$11.42
		WATER COOLER LEASE; PRK	
	001-000-280-591-36-70-04	CEM: Watercooler Lease	$3.86
		WATER COOLER LEASE; CEM	
	101-000-000-591-95-70-04	STRT: Watercooler Lease	$21.49
		WATER COOLER LEASE; STRT	
	401-000-000-591-37-70-04	WTR: Watercooler Lease	$23.89
		WATER COOLER LEASE; WTR	
	407-000-000-591-35-70-04	SWR: Watercooler Lease	$22.16
		WATER COOLER LEASE; SWR	
	410-000-000-591-31-70-04	STRM: Watercooler Lease	$26.01
		WATER COOLER LEASE; STRM	
Total 4268			**$414.20**
Total 57121			**$414.20**
Total KD Water Systems LLC			**$414.20**

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

King County Finance

57122	2/6/2026	2026 - March - 2026-03 March - Regular Batch 2	
2170799			
	Service - 2025 Voter Registration		
	001-000-137-514-40-49-06	CLK: Election Costs	$30,034.34
		2025 Voter Registration Costs	
Total 2170799			**$30,034.34**
57122	3/2/2026	2026 - March - 2026-03 March - Regular Batch 2	
2170910			
	Service - Q4 2025; DCHS		
	001-000-182-564-00-49-01	KC Mental Health	$490.78
		Support for KC DCHS	
Total 2170910			**$490.78**
57122	3/1/2026	2026 - March - 2026-03 March - Regular Batch 2	
30044473			
	Service - March 2026; Sewer		
	407-000-000-535-80-41-02	SWR: Metro Sewer Charges	$150,822.62
		Monthly King County Sewer Costs	
Total 30044473			**$150,822.62**
Total 57122			**$181,347.74**
Total King County Finance			**$181,347.74**

King County Prosecuting Attorney

57123	2/28/2026	2026 - March - 2026-03 March - Regular Batch 2	
KCPA 02/2026			
	Remittance - February 2026		
	633-000-100-589-30-00-00	CRT - Fees for King County	$72.96
		Court Remittance	
Total KCPA 02/2026			**$72.96**
Total 57123			**$72.96**
Total King County Prosecuting Attorney			**$72.96**

King County Treasurer

57124	2/1/2026	2026 - March - 2026-03 March - Regular Batch 2	
KC Property Fees 2026			
	Property Fees - 2026		
	001-000-120-512-51-41-00	CRT: Professional Services	$4.11
		Noxious Weeds, Conservation District & Forest Protection Services; CRT	

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference		Name	Amount
	Account Number		Title	
	001-000-180-518-50-41-04		CEN SVCS: Professional Services	$53.90
			Noxious Weeds, Conservation District & Forest Protection Services; CS	
	001-000-180-518-50-47-01		CEN SVCS: Utilities	$234.00
			Annual Stormwater (Surface Water) Costs; CS	
	001-000-180-518-50-49-00		CEN SVCS: Miscellaneous	$11,538.44
			Annual Property Taxes; CS	
	001-000-210-521-10-41-00		PD: Professional Services	$23.45
			Noxious Weeds, Conservation District & Forest Protection Services; PD	
	001-000-270-576-80-41-00		PRK: Professional Services	$340.14
			Noxious Weeds, Conservation District & Forest Protection Services; PRK	
	001-000-280-536-20-41-00		CEM: Professional Services	$23.79
			Noxious Weeds, Conservation District & Forest Protection Services; CEM	
	001-000-530-522-10-41-00		FIRE: Fire Dist 44 Prof Serv	$44.40
			Noxious Weeds, Conservation District & Forest Protection Services; FIRE	
	001-000-530-522-10-47-01		FIRE: Utilities	$2,169.12
			Annual Stormwater (Surface Water) Costs; FIRE	
	001-000-530-522-10-49-00		FIRE: KC Prop Tax	$16,957.84
			Annual Property Taxes; FIRE	
	101-000-000-542-30-41-00		STRT: Professional Services	$46.31
			Noxious Weeds, Conservation District & Forest Protection Services; STRT	
	401-000-000-534-80-41-00		WTR: Professional Services	$237.04
			Noxious Weeds, Conservation District & Forest Protection Services; WTR	
	401-000-000-534-80-47-01		WTR: Utilities	$379.00
			Annual Stormwater (Surface Water) Costs; WTR	
	407-000-000-535-80-41-00		SWR: Professional Services	$4.81
			Noxious Weeds, Conservation District & Forest Protection Services; SWR	
	410-000-000-531-10-41-00		STRM: Professional Services	$141.85
			Noxious Weeds, Conservation District & Forest Protection Services; STRM	
	Total KC Property Fees 2026			**$32,198.20**
	Total 57124			**$32,198.20**
Total King County Treasurer				**$32,198.20**
Madrona Law Group LLC				
	57125	**2/13/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
	13393			
	Service - January 2026; Comp Plan			
	001-000-150-515-41-41-38		Legal: Comp Plan appeal	$2,224.00
			2025 Comp Plan Appeal	
	Total 13393			**$2,224.00**

Vendor Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
57125	**2/13/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
13394			
Service - January 2026; Atlas Cell Towers			
001-000-150-515-41-41-01		Legal: General Government	$360.00
		Atlas Cell Towers Lease Services	
Total 13394			**$360.00**
57125	**2/13/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
13395			
Service - January 2026; CD Permits			
001-000-240-558-51-41-00		PERM: Professional Services	$396.00
		Community Development Permit Legal Review	
Total 13395			**$396.00**
57125	**2/13/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
13396			
Service - January 2026; General Government			
001-000-150-515-41-41-01		Legal: General Government	$15,656.00
		General City Attorney Services	
Total 13396			**$15,656.00**
57125	**2/13/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
13398			
Service - January 2026; Oakpointe			
001-000-257-558-70-41-00		MDRT - Legal Services	$1,548.00
		Oakpointe Services	
Total 13398			**$1,548.00**
57125	**2/13/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
13399			
Service - January 2026; PRR			
001-000-150-515-41-41-17		Legal: Public Disclosure/Other	$252.00
		PRR Advice	
Total 13399			**$252.00**
Total 57125			**$20,436.00**
Total Madrona Law Group LLC			**$20,436.00**

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

Office Products Nationwide

57126		**2/20/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
	1264735-0			
		Supplies		
		001-000-210-521-10-31-00	PD: Office & Operating Supplies	$122.77
			Paper Towels, Trash Can Liners	
	Total 1264735-0			**$122.77**
Total 57126				**$122.77**
Total Office Products Nationwide				**$122.77**

Orkin Commercial Services

57127		**2/25/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
	290366103			
		Service - February 2026; CH Mod		
		001-000-135-513-11-48-00	ADMIN: Bld Repair & Maintenance	$14.69
			Pest Control Services; ADM	
		001-000-137-514-21-48-00	CLK: Bld Repair & Maintenance	$36.72
			Pest Control Services; CLK	
		001-000-240-558-50-48-00	Code Enf: Bld Repair & Maintenance	$4.41
			Pest Control Services; CODE	
		001-000-240-558-51-48-00	PERM: Bld Repair & Maintenance	$70.06
			Pest Control Services; PERM	
		001-000-240-558-60-48-00	PLN: Bld Repair & Maintenance	$47.00
			Pest Control Services; PLN	
	Total 290366103			**$172.88**
Total 57127				**$172.88**
Total Orkin Commercial Services				**$172.88**

Parametrix, Inc.

57128		**2/17/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
	75949			
		Service - January 2026		
		320-000-053-595-30-41-00	WSDOT Fish Passage: Prof Svs	$19,632.53
			2024 Civil OC Contract	
	Total 75949			**$19,632.53**
57128		**2/24/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
	76244			
		Service - January 2026		
		320-000-053-595-30-41-00	WSDOT Fish Passage: Prof Svs	$2,353.75

Vendor Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
		Jones Lake Final Package Review		
Total 76244				**$2,353.75**
57128	**2/24/2026**	**2026 - March - 2026-03 March - Regular Batch 2**		
76245				
Service - January 2026				
320-000-053-595-30-41-00		WSDOT Fish Passage: Prof Svs		$413.75
		Ginder Creek Final Package Review		
Total 76245				**$413.75**
57128	**2/24/2026**	**2026 - March - 2026-03 March - Regular Batch 2**		
76247				
Service - January 2026				
320-000-050-595-50-62-00		CIP - STRT - Covington Creek Bridge		$2,606.25
		Covington Creek Culverts Replacement		
Total 76247				**$2,606.25**
Total 57128				**$25,006.28**
Total Parametrix, Inc.				**$25,006.28**

PD - Transient Vendors

Vendor Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
57129	**2/22/2026**	**2026 - March - 2026-03 March - Regular Batch 2**		
A Clarke 02/22/26		**Amber Clarke**		
Refund - Ticket Fee				
001-000-210-342-10-01-00		PD: Traffic School Fee		$150.00
		Paid both ticket and traffic school fees, refunding ticket fee		
Total A Clarke 02/22/26				**$150.00**
Total 57129				**$150.00**
Total PD - Transient Vendors				**$150.00**

Pye-Barker Fire & Safety LLC

Vendor Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
57130	**3/1/2026**	**2026 - March - 2026-03 March - Regular Batch 2**		
Pye-Barker 03/2026				
Service - March 2026				
001-000-120-512-51-49-04		CRT: Security		$146.33
		SECURITY MONITORING SERVICES; CRT		
001-000-135-513-11-49-04		ADMIN: Security		$36.37
		SECURITY MONITORING SERVICES; ADM		
001-000-137-514-21-49-04		CLK: Security		$90.94
		SECURITY MONITORING SERVICES; CLK		
001-000-140-514-23-49-04		FIN: Security		$218.25
		SECURITY MONITORING SERVICES; FIN		

Vendor				
Transaction Number	Invoice Date	Fiscal Description	Void	
Transaction Reference		Name		Amount
Account Number		Title		
001-000-145-518-80-49-04		IT: Security SECURITY MONITORING SERVICES; IT		$72.75
001-000-212-521-50-49-04		PD: Security SECURITY MONITORING SERVICES; PD		$982.32
001-000-240-558-50-49-04		Code Enf: Security SECURITY MONITORING SERVICES; CODE		$10.91
001-000-240-558-51-49-04		PERM: Security SECURITY MONITORING SERVICES; PERM		$173.51
001-000-240-558-60-49-04		PLN: Security SECURITY MONITORING SERVICES; PLN		$116.40
001-000-246-558-70-49-04		MDRT: Security SECURITY MONITORING SERVICES; MDRT		$136.41
001-000-270-575-51-49-04		GYM: Security SECURITY MONITORING SERVICES; GYM		$236.54
001-000-270-576-80-49-04		PRK: Security SECURITY MONITORING SERVICES; PRK		$115.81
001-000-280-536-20-49-04		CEM: Security SECURITY MONITORING SERVICES; CEM		$40.49
101-000-000-543-50-49-04		STRT: Security SECURITY MONITORING SERVICES; STRT		$209.43
401-000-000-534-80-49-04		WTR: Security SECURITY MONITORING SERVICES; WTR		$408.48
407-000-000-535-80-49-04		SWR: Security SECURITY MONITORING SERVICES; SWR		$221.31
410-000-000-531-10-49-04		STRM: Security SECURITY MONITORING SERVICES; STRM		$225.03
Total Pye-Barker 03/2026				**$3,441.28**
Total 57130				**$3,441.28**
Total Pye-Barker Fire & Safety LLC				**$3,441.28**

Raedeke Associates Inc

57131	**2/11/2026**	**2026 - March - 2026-03 March - Regular Batch 2**		
62415				
		Service - January 2026		
001-000-257-558-70-41-04		MDRT - Environmental Consultant-Perteet Ten Trails Preliminary Plat SEPA Review		$47.50
Total 62415				**$47.50**

Vendor	Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
	57131 / **62416**	**2/11/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
		Service - January 2026		
		001-000-257-558-70-41-04	MDRT - Environmental Consultant-Perteet / Miners Ridge 1st Review	$47.50
	Total 62416			**$47.50**
	57131 / **62417**	**2/11/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
		Service - January 2026		
		001-000-257-558-70-41-04	MDRT - Environmental Consultant-Perteet / TT Parkway South Connector EVA Road	$1,852.50
	Total 62417			**$1,852.50**
	Total 57131			**$1,947.50**
Total Raedeke Associates Inc				**$1,947.50**

RH2 Engineering Inc.

Vendor	Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
	57132 / **105507**	**2/20/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
		Service - January 2026		
		402-000-003-594-34-63-13	WSFFA-Springs Source Rehab / Black Diamond Springs Rehab	$8,910.59
	Total 105507			**$8,910.59**
	57132 / **105521**	**2/20/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
		Service - January 2026		
		320-000-051-594-42-41-00	Update Construction Standard / Design Standards & Standard Details	$7,508.92
	Total 105521			**$7,508.92**
	57132 / **105574**	**2/23/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
		Service - January 2026		
		404-000-016-594-34-63-00	Water Loop 169- Const / 2024 Water Main Improvements	$883.80
	Total 105574			**$883.80**

Vendor	Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
	57132	**2/23/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
	105612			
		Service - January 2026		
		101-000-000-542-30-41-13	STRT: Prof Service - Eng. Civil Review	$1,185.60
			General Technical Support; STRT	
		401-000-000-534-80-41-13	WTR: Prof Service- Eng. Civil Review	$1,185.59
			General Technical Support; WTR	
		407-000-000-535-80-41-13	SWR: Prof Service - Eng. Civil Review	$1,185.60
			General Technical Support; SWR	
		410-000-000-531-10-41-13	STRM: Prof Service - Eng. Civil Review	$1,185.60
			General Technical Support; STRM	
	Total 105612			**$4,742.39**
	Total 57132			**$22,045.70**
Total RH2 Engineering Inc.				**$22,045.70**
Ryan Sweet				
	57133	**2/23/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
	R Sweet 02/23/26			
		Reimbursement - Mileage		
		999-000-004-000-00-43-00	4-Lodging, Meals & Mileage	$140.94
			Mileage Reimbursement - Construction Management for Public Works Training	
	Total R Sweet 02/23/26			**$140.94**
	Total 57133			**$140.94**
Total Ryan Sweet				**$140.94**
Severson's Building Maintenance				
	57134	**2/25/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
	Seversons 02/2026			
		Service - February 2026		
		001-000-120-512-51-48-00	CRT: Bld Repair & Maintenance	$94.36
			CUSTODIAL COSTS; CRT	
		001-000-135-513-11-48-00	ADMIN: Bld Repair & Maintenance	$33.98
			CUSTODIAL COSTS; ADM	
		001-000-137-514-21-48-00	CLK: Bld Repair & Maintenance	$84.96
			CUSTODIAL COSTS; CLK	
		001-000-140-514-23-48-00	FIN: Bld Repair & Maintenance	$300.00
			CUSTODIAL COSTS; FIN	
		001-000-145-518-80-48-00	IT: Bld Repair & Maintenance	$152.24
			CUSTODIAL COSTS; IT	

Vendor Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
001-000-212-521-50-48-00		PD: Bldg Repairs & Maintenance		$405.64
		CUSTODIAL COSTS; PD		
001-000-240-558-50-48-00		Code Enf: Bld Repair & Maintenance		$10.20
		CUSTODIAL COSTS; CODE		
001-000-240-558-51-48-00		PERM: Bld Repair & Maintenance		$162.11
		CUSTODIAL COSTS; PERM		
001-000-240-558-60-48-00		PLN: Bld Repair & Maintenance		$108.75
		CUSTODIAL COSTS; PLN		
001-000-248-518-20-48-00		MDRT: Bld Repair & Maintenance		$285.44
		CUSTODIAL COSTS; MDRT		
001-000-270-575-51-48-00		GYM: Bld Repair & Maintenance		$250.00
		CUSTODIAL COSTS; GYM		
001-000-270-576-80-48-00		PRK: Bld Repair & Maintenance		$77.49
		CUSTODIAL COSTS; PRKS		
001-000-280-536-20-48-00		CEM: Bld Repair & Maintenance		$25.71
		CUSTODIAL COSTS; CEM		
101-000-000-543-50-48-00		STRT: Bld Repair & Maintenance		$149.27
		CUSTODIAL COSTS; STRT		
401-000-000-534-80-48-00		WTR: Bld Repair & Maintenance		$166.02
		CUSTODIAL COSTS; WTR		
407-000-000-535-80-48-00		SWR: Bld Repair & Maintenance		$151.75
		CUSTODIAL COSTS; SWR		
410-000-000-531-10-48-00		STRM: Bld Repair & Maintenance		$192.08
		CUSTODIAL COSTS; STRM		
Total Seversons 02/2026				**$2,650.00**
Total 57134				**$2,650.00**
Total Severson's Building Maintenance				**$2,650.00**

Summit Law Group, PLLC

Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
57135	**2/23/2026**	**2026 - March - 2026-03 March - Regular Batch 2**		
170054				
Service - January 2026				
001-000-150-515-41-41-08		Legal: PD Association Contracts		$6,452.00
		Police Union Negotiations		
Total 170054				**$6,452.00**
Total 57135				**$6,452.00**
Total Summit Law Group, PLLC				**$6,452.00**

Vendor Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
Washington State Patrol					
57136			**3/2/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
	I2604518				
		Remittance - February 2026			
		633-000-500-589-30-00-00		PD - CPL Fees for WSP/FBI - Fingerprint	$48.00
				Fingerprint Fees	
	Total I2604518				**$48.00**
Total 57136					**$48.00**
Total Washington State Patrol					**$48.00**
Washington State Treasurer					
57137			**2/28/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
	WA Treasurer 02/2026				
		Remittance - February 2026			
		633-000-200-589-30-00-00		CRT - Fees for WA State Treasurer	$6,600.55
				Court Remittance	
	Total WA Treasurer 02/2026				**$6,600.55**
Total 57137					**$6,600.55**
Total Washington State Treasurer					**$6,600.55**
Water Management Laboratories, Inc.					
57138			**2/11/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
	235534				
		Service - 01/27/26			
		401-000-000-534-80-41-02		WTR: Testing and Sampling	$60.00
				Water Sample Testing Service	
	Total 235534				**$60.00**
57138			**2/17/2026**	**2026 - March - 2026-03 March - Regular Batch 2**	
	235679				
		Service - 02/03/26			
		401-000-000-534-80-41-02		WTR: Testing and Sampling	$60.00
				Water Sample Testing Service	
	Total 235679				**$60.00**
Total 57138					**$120.00**
Total Water Management Laboratories, Inc.					**$120.00**

Vendor Count 35 **Grand Total $388,000.03**

City of Black Diamond
Payroll Register - February 2026

Number	Name	Fiscal Description	Amount
20594	BD Police Officers Association	2026 - February - Month End	$1,200.00
20595	City of Black Diamond	2026 - February - Month End	$1,500.00
20596	HRA VEBA Trust	2026 - February - Month End	$300.00
20597	Joseph Kaufman	2026 - February - Month End	$223.20
20598	Minnesota Child Support Payment Ctr	2026 - February - Month End	$520.00
20599	Teamsters Local 117	2026 - February - Month End	$2,966.22
20600	TPSC Benefits	2026 - February - Month End	$130.00
20601	Western States Police Medical	2026 - February - Month End	$1,725.00
EFT February 2026 Aflac1	Aflac	2026 - February - Month End	$43.03
EFT February 2026 DRS: DCP1	DOR - Deferred Comp	2026 - February - Month End	$13,206.20
EFT February 2026 DRS: Ret1	Dept of Retirement Systems	2026 - February - Month End	$54,960.07
EFT February 2026 ESD1	Employment Security Dept	2026 - February - Month End	$999.73
EFT February 2026 Fed Taxes1	City of Black Diamond Taxes	2026 - February - Month End	$132,060.55
EFT February 2026 L&I1	Dept of Labor and Industries	2026 - February - Month End	$7,286.70
EFT February 2026 Medical Ins1	AWC Employee Benefit Trust	2026 - February - Month End	$99,111.30
EFT February 2026 PFML1	PFML ESD	2026 - February - Month End	$5,671.35
EFT February 2026 WA Cares1	WA Cares ESD	2026 - February - Month End	$1,576.03
February 2026 Draw	Payroll - Draw	2026 - February - Month End	$61,641.40
February 2026 Month End	Payroll - Month End	2026 - February - Month End	$286,588.38
			$671,709.16

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

Finance Director Xavier Mason

Date 3/4/2026

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of February 19, 2026
Hybrid Meeting Via Zoom and In-Person
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:
Mayor Adler called the regular meeting to order at 7:00 p.m. and led us all in the Flag Salute.

ROLL CALL:
PRESENT: Councilmembers Deady, Nielsen, Peterson, Sorci (Zoom), Young, Dal Santo, Kumar

ABSENT: None

Staff present: Xavier Mason, Finance Director; Scott Hanis, Public Works Director; Rob Reed, IS Manager; David Linehan, City Attorney; City Administrator, Kevin O'Neill; Brenda L. Martinez, City Clerk/HR Manager.

AGENDA REVIEW AND APPROVAL:
Councilmember Sorci **moved** to eliminate the council rules for the public hearing and replace it with anyone speaking for a group be allowed 10 minutes and any individual is allowed 5 minutes; **second** Councilmember Dal Santo.

At 7:07 p.m. Mayor Adler announced an executive session pursuant to RCW 42.30.110(1)(i) to discuss with legal counsel potential litigation. The executive session was anticipated to last five minutes with action to follow. Councilmembers exited the Chambers to the patrol room and the executive session started at 7:08 p.m.

At 7:13 p.m. a five-minute extension to the executive session was announced.

At 7:18 p.m. Mayor Adler called the meeting back to order.

Councilmember Deady **moved** to table this until after public comment; **second** Councilmember Peterson. Motion **passed** with all voting in favor (7-0).

Councilmember Peterson **moved** to approve the Agenda as presented; **second** Councilmember Deady. Motion **passed** with all voting in favor (7-0).

PUBLIC COMMENTS:
Geoff Bowie, Black Diamond spoke to Council. Point of Order by Councilmember Nielsen if these comments can be heard.

DRAFT

DRAFT

Gerald Thomas, Black Diamond spoke to Council. Point of Order by Councilmember Nielsen if these comments can be heard.

City Attorney Linehan shared that it is up to the Council if they want to extend the speaker's time in order to reclaim minutes lost as a result of this discussion. He confirmed that no new information may be presented to the Council that wasn't presented during the open record hearing and the restrictions placed on public comments are that there will be no comments about the parties, this particular hearing, or about the pipeline road construction or its timeline.

Gerald Thomas continued his comments.

Kristy Thomas, Black Diamond spoke to Council.

Don McPhereson, Black Diamond spoke to Council.

Gary Jones, Black Diamond spoke to Council.

Kristen Bryant, Bellevue spoke to Council.

Nanette Stocks, Black Diamond spoke to Council.

There was a discussion on the motion that was tabled with the members of the Council expressing now wasn't the time to change the rules on this as it was publicly noticed.

Action on tabled motion – motion **failed**. 1-6 (Deady, Nielsen, Peterson, Young, Dal Santo, Kumar).

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

1) **AB26-020 –** Appointment of Mountain View Fire & Rescue Board Representative

City Administrator O'Neill reported on this item.

Councilmember Peterson **moved** to appoint Councilmember Young as the Black Diamond Council Representative and Councilmember Deady as the alternate to the Mountain View Fire & Rescue Board of Commissioner for the remainder of 2026; **second** Councilmember Nielsen**.** Motion **passed** with all voting in favor (7-0).

COMMITTEE REPORTS:

Councilmember Young reported on the Public Safety Council Standing Committee meeting and the Ad-Hoc Parks Committee meeting.

DEPARTMENT REPORTS:

Fire – Chief Judkins

Chief Judkins reported to Council on the new CAD upgrade and the difficulty with getting the information. She spoke on Black Diamond patient transport, MVFR incidents, special recognition of staff, CARES program, community engagement, and Chief report, Board of Fire Commissioners and terms, and upcoming events.

CONSENT AGENDA:

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

2) **Claim Checks –** February 19,2026, Check No.57024 through Check No. 57069 and EFTs in the amount of $831,134.05

3) **Payroll –** January 26, 2026, Check No. 20586 through Check No. 20593 and EFTs in the amount of $649,117.13

4) **Minutes –** Council Meeting of February 5, 2026

5) **AB26-021** – Resolution Regarding Amendment #9 to Agreement with RH2 for Springs Rehabilitation Project

PUBLIC HEARINGS:

6) **AB26-022** – Quasi-Judicial Closed Record Hearing – Pipeline Road Major Amendment

City Attorney Linehan opened the closed record hearing for City File Number PLN25-0006 at 8:05 p.m. and briefed the Council on this item and discussed the following order of proceedings for the hearing as laid out in the Council Rules of Procedure.

He noted that the hearing is an application for a major amendment to The Villages MPD Development Agreement to change the construction threshold for Pipeline Road and that CCD Black Diamond Partners also known as Oakpointe is the applicant for this Development Agreement amendment. The proposed amendment would amend Section 6.4.3 of the Development Agreement to modify the potential timing for construction of the pipeline road to be required at the 2,866 dwelling units versus the current trigger at 1,746 dwelling units and added that City Council will hear this matter in its quasi-judicial capacity. Major Amendments to development agreements are a Type 4 decision under the vested Municipal Code. This means that the City Council makes a final decision after a recommendation from the Hearing Examiner and a closed record hearing held before the City Council. The Hearing Examiner issued his recommendation to the Council on January 7, 2026. Following an open record hearing held before the Hearing Examiner on December 15, 2025. The Council is now ready to proceed with its closed record hearing before deliberating on a decision. After hearing the presentations tonight and after conducting your deliberations, you will decide to either approve or deny the application for a major amendment.

Mr. Linehan explained that the following order of proceedings will be used for this quasi-judicial hearing, which is based on the Council's adopted rules of procedure. First, the city staff will have 15 minutes to present its argument in support of their recommendation to approve the application. Second, the applicant, Oakpointe, will have 15 minutes to present its arguments in favor of approving the application. And then third, members of the public who gave testimony at the open record hearing before the Hearing Examiner on December 15, 2025, will have a collective 15 minutes to present their arguments in opposition or in support of the proposed major amendment. Then fourth, city staff will have 5 minutes to provide rebuttal comments, Oakpointe will have 5 minutes to provide its rebuttal comments, and then finally, the public will also likewise have 5 minutes to provide rebuttal comments. The Council then may choose to allow additional time for any speaker that it deems appropriate to do so. Finally, the Council shall be allowed to ask questions of the parties.

City Attorney Linehan stated that the first order of business is to take care of our appearance of fairness concerns, which requires that government decision makers must conduct quasi-judicial hearings and proceedings in a way that is fair and unbiased in both appearance and in fact.

He noted he will ask Councilmembers three questions and requested that if the answer is affirmative, that they raise their hand so the notation can be made in the record of the hearing.

He first asked if any Councilmembers had any financial interest in Oakpointe's business that would benefit by approval of tonight's proposed development agreement amendment? **No Councilmembers raised their hands.**

His second question was whether they have any other business or financial interests that would benefit by the approval or denial of the requested development agreement amendment? **No Councilmembers raised their hands.**

His third question was whether they own any property that would be directly or uniquely benefited by approval or denial of the development agreement amendment? **No Councilmembers raised their hands.**

City Attorney Linehan also asked if any of the Councilmembers had any exparte contacts with Oakpointe or any members of the public regarding the proposed development agreement amendment? **No Councilmembers raised their hands.**

His final question before the presentation was whether there are any parties, either city staff or Oakpointe or members of the public, who wish to challenge on appearance of fairness grounds any Councilmember's participation as a decision maker in this matter. If so, please identify yourself and state the reason for your objection to that person's participation. **No one raised their hands.**

He explained that since this is a closed record proceeding, no new facts or new information that was not previously presented to the Hearing Examiner during the open record hearing may be presented tonight and if any are offered tonight, the Council must disregard.

Presentations:

City - Alex Campbell and Scott Hanis split their time between themselves and spoke in support of the major amendment on behalf of the city.

Oakpointe - Nancy Rogers and Justin Wortman were present and Ms. Rogers spoke in support of the major amendment on behalf of the applicant.

At 9:24 p.m. Mayor Adler announced an approximate five-minute recess. Mayor Adler called the meeting back to order at 9:31 p.m.

Public testimony -

Gerald Thomas, Black Diamond spoke against the proposed major amendment.

Don and Rose McPhereson, Black Diamond spoke against the proposed major amendment.

Kristy Thomas, Black Diamond spoke against the proposed major amendment.

Kristen Bryant, Bellevue spoke against the proposed major amendment.

Bill Bryant, Black Diamond spoke against the proposed major amendment.

Geoff Bowie, Black Diamond spoke against the proposed major amendment.

Rick Stocks, Black Diamond spoke against the proposed major amendment.

Nanette Stocks, Black Diamond spoke against the proposed major amendment.

Kristen Bryant, Bellevue spoke against the proposed major amendment.

Rebuttals -

City – Alex Campbell

Oakpointe – Nancy Rogers

Public -

Unknown Speaker

Kristy Thomas, Black Diamond

Kristen Bryant, Bellevue

Gerald Thomas, Black Diamond

City Attorney Linehan asked if the Council has any questions to staff, Oakpointe or the public.

Kristen Bryant objected to the fact that items testified tonight were not in the record and would like a chance to respond, although Council declined to hear her objections.

DRAFT

Mayor Adler closed the hearing at 10:07 p.m.

NEW BUSINESS:

7) AB26-023 – Resolution Authorizing Agreement with BERK Consulting for Strategic Planning Services

City Administrator O'Neill reported on this item

Councilmember Nielsen moved to approve Resolution No. 26-1729, authorizing the Mayor to execute a contract with BERK Consulting for Strategic Planning Services; **second** Councilmember Dal Santo. Motion **passed** with all voting in favor (7-0).

8) AB26-024 – Resolution Authorizing Agreement with Parametric for the Central Area Parking Study

Public Works Director Hanis reported on this item.

Councilmember Peterson **moved** to adopt Resolution No. 26-1730, authorizing the Mayor to execute Professional Services Agreement with Parametrix to prepare the Central Area Parking Study; **second** Councilmember Deady. Motion **passed** (6-1 - Sorci).

UNFINISHED BUSINESS: None

MAYOR'S REPORT:

Mayor Adler gave a shout out to the Public Works team for their GIS project of mapping sewer manholes.

COUNCIL REPORTS:

Councilmember Sorci – no report
Councilmember Young – no report
Councilmember Dal Santo – no report
Councilmember Kumar – no report
Councilmember Deady – no report

Councilmember Nielsen thanked the public for continuing to submit comments and make their voice heard.

Councilmember Peterson – no report

CITY ADMINISTRATOR REPORT:

City Administrator O'Neill reported that the Tri-City meeting is next week and there is a request for each City Council to ask only one question during the presentation from King County. He gave a heads up that the fire annexation will come forward to Council, along

DRAFT

with BESS at the next meeting. He shared that this is the last Thursday Council meeting, and the next meeting in March will be on Tuesday.

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Geoff Bowie, Black Diamond spoke to Council.

Kristen Bryant, Bellevue spoke to Council.

Bill Bryant, Black Diamond spoke to Council.

Gary Kohl, Black Diamond spoke to Council.

Roseanne McPhereson Black Diamond spoke to Council.

EXECUTIVE SESSION:

At 10:36 p.m. Mayor Adler announced that Council would be going into an executive session pursuant to RCW 42.30.110(1)(g) regarding personnel. The executive session was anticipated to last 10 minutes with no action to follow. Council exited the Chambers into the patrol room and the executive session started at 10:38 p.m. The executive session ended at 10:48 p.m. and Council exited the patrol room to the Council Chambers.

Mayor Adler called the meeting back to order at 10:50 p.m.

At 10:51 p.m. Mayor Adler announced that Council would be recessing into deliberations in accordance with RCW 42.30.140 on the quasi-judicial hearing for 20 minutes with possible action to follow.

At 11:11 p.m. a ten-minute extension was announced.
At 11:21 p.m. a ten-minute extension was announced.
AT 11:31 p.m. a five-minute extension was announced.

Mayor Adler called the meeting back to order at 11:36 p.m.

Councilmember Peterson noted that they are not ready to vote and to postpone voting to another meeting. There was Council consensus to continue deliberation to a special meeting on March 3rd at 6 p.m. and bump the review of the Council Rules of Procedure.

ADJOURNMENT:

Councilmember Petersen **moved** to adjourn the meeting; **second** Councilmember Young. Motion **passed** with all voting in favor (7-0). The meeting ended at 11:38 p.m.

ATTEST:

______________________________	______________________________
John Adler, Mayor	Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Special Meeting (Closed Session) of March 3, 2026
Hybrid Meeting Via Zoom and In-Person
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE, ROLL CALL:

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

ROLL CALL: Deady, Nielsen, Peterson, Sorci (Zoom), Young, Dal Santo and Kumar.

PRESENT: Jake Kapsandy, IT Tech II; David Linehan, City Attorney; City Administrator, Kevin O'Neill; Carina Thornquist, Deputy City Clerk.

1) **Deliberation on the Pipeline Road Major Amendment to the Villages MPD Development Agreement**

The Councilmembers, Mayor Adler, City Administrator O'Neill, and City Attorney Linehan excused themselves to the patrol room to deliberate.

At 6:57 p.m., the Councilmembers, Mayor Adler, City Administrator O'Neill, and City Attorney Linehan returned from deliberation.

ADJOURNMENT:

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

ATTEST:

John Adler, Mayor

Carina Thornquist, Deputy City Clerk

DRAFT

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of March 3, 2026
Hybrid Meeting Via Zoom and In-Person
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

PRESENT: Councilmembers Deady, Nielsen, Peterson, Sorci (Zoom), Young, Dal Santo

ABSENT: Councilmember Kumar

Staff present: Xavier Mason, Finance Director; Scott Hanis, Public Works Director; Jake Kapsandy, IT Tech II; David Linehan, City Attorney; City Administrator, Kevin O'Neill; Carina Thornquist, Deputy City Clerk.

AGENDA REVIEW AND APPROVAL:

Councilmember Nielsen **moved** to approve the Agenda; **second** Councilmember Young. Motion **passed 6-0**.

PUBLIC COMMENTS:

Max Sampson, Black Diamond spoke to Councilmembers.
Nanette Stocks, Black Diamond spoke to Councilmembers.
Brian McGee, Black Diamond spoke to Councilmembers.
Julien Loh, Seattle spoke to Councilmembers.
Geoff Bowie, Black Diamond spoke to Councilmembers.
Rick Stocks, Black Diamond spoke to Councilmembers.
James DeLay, Covington spoke to Councilmembers.
Pat Troll, unincorporated King County spoke to Councilmembers.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

1) **AB26-025** – Confirming the Mayor's Appointment of Natalie Waters to Position No. 6 of the Planning Commission

Mayor Adler briefed the council on this item.

Councilmember Peterson **moved** to confirm the Mayor's appointment of Natalie Waters to Position No. 6 on the Black Diamond Planning Commission; said term to expire December 31, 2029; **second** Councilmember Deady. Motion **passed** with all voting in favor (6 – 0).

COMMITTEE REPORTS: None

DEPARTMENT REPORTS:

Gym - Brock Deady gave an update with the new process of taking payments for gym rental.

CONSENT AGENDA:

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

2) **Claim Checks –** March 3, 2026, Check No. 57070 through Check No. 57103 in the amount of $176,594.04

3) **Minutes –** Work Session of February 12, 2026,

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

4) **AB26-022A** – Pipeline Road Major Amendment to the Villages MPD Development Agreement – continued Council deliberation and/or possible final action

City Attorney Mr. Linehan stated that Councilmembers could either continue deliberation, or they could vote if they are ready to make a decision.

Councilmember Peterson **moved** to remand this issue back to the Hearing Examiner; **second** Councilmember Deady. **Vote**. Motion **passed** 4-2 (Dal Santo, Sorci).

NEW BUSINESS:

5) **AB26-026** – Ordinance Repealing Chapter 2.56 and Amending Chapter 2.57 of the Black Diamond Municipal Code Chapter Concerning Reimbursement of Travel-Related Business Expenses

Finance Director Mason discussed this item with the Council.

Back and forth discussion between Councilmembers and Mr. Mason took place.

DRAFT

Councilmember Deady **moved** to approve Ordinance No. 26-1245, repealing Chapter 2.56 and amending Chapter 2.57 of the Black Diamond Municipal Code Chapter concerning reimbursement of travel-related City businesses; providing severability; and establishing an effective date; **second** Councilmember Young. Motion **passed** with all voting in favor (6-0).

6) AB26-027 – Ordinance Regarding Battery Energy Storage System (BESS)

City Administrator Mr. O'Neill reported on this item while providing a PowerPoint presentation. Mr. O'Neill shared the different options included extending the existing moratorium for an additional 6 months; adopting permanent regulations; adopting interim zoning controls; or allow the moratorium to expire.

Mr. O'Neill continued by sharing the staff recommendation which would be to adopt interim zoning controls and prohibit industrial scale BESS, as well as utility scale BESS. Small scale residential systems with less than, or equal to 15 kilowatts be allowed.

Further information on interim zoning controls was shared and Mr. O'Neill stated they would schedule a Public Hearing for April 7, 2026.

Extensive back and forth discussion between the Councilmembers, Mr. O'Neill, and Attorney Linehan took place. They asked Mr. Loh if he would be willing to answer any technical questions that Councilmembers have which he was accepting to.

Mr. Linehan shared that there are three sections in the Ordinance where he could just revise it by striking out a couple of items in the Ordinance and it would become an Interim Zoning Control for six months not allowing any BESS. Those specifics to be revised were as follows:

- Page 4 at the bottom of the page in the last Whereas clause – strike out "utility scale and industrial scale".
- Page 5 in the 3rd Whereas clause - strike out "utility or industrial scale." And also in the final Whereas clause, strike out "While continuing to allow residential battery storage systems."
- Page 6 at the top of page in Definition of Utilities. Remove the sentence, "As used in this Title 18, utilities include battery energy storage systems only when the total system power is 15 kilowatts or less." And also strike out "utility scale and industrial scale".

Chief Judkins was asked to answer questions that Councilmembers had on fire safety if there was a BESS fire.

Councilmember Peterson **moved** to adopt Ordinance No. 26-1246 establishing interim zoning controls to prohibit the siting of battery energy storage systems within the City for a period of six months; providing for severability; and establishing an immediate effective date if approved by a majority-plus-one of the council with the adjustments the Council

DRAFT

made to the Ordinance; **second** Councilmember Young. Motion **passed** with all voting in favor (6-0).

7) AB26-028 – Resolution Regarding Fire Annexation Agreement

City Administrator Mr. O'Neill gave a brief report on the beginning of fire annexation while giving a PowerPoint presentation. He discussed the history of fire service with the city; the two options that were provided to the city; what staffing would look like; funding maximum; governance for Puget Sound Fire Authority; the next steps with a pre-annexation agreement; and his anticipation for placing this on the August ballot.

Back and forth discussion between Councilmembers and Mr. O'Neill took place. Deputy Chief of Support Services from Puget Sound Fire joined in the conversation to answer questions from the Councilmembers. Continued back and forth discussion took place with the Councilmembers and staff.

Councilmember Deady **moved** to adopt Resolution No. 26-1728, authorizing the mayor to request annexation of the City into the Puget Sound Regional Fire Authority pursuant to RCW 52.26.300, upon the terms and conditions set forth therein; **second** Councilmember Nielsen. Motion **passed** 4-2 (Young, Sorci).

MAYOR'S REPORT: None

COUNCIL REPORTS:

Councilmember Young reported attending the Mountain View Fire and Rescue Board Commissioners meeting as the Council representative and explained the CARES program. And he attended the Tri-City meeting last week which he thought was beneficial.

Councilmember Dal Santo addressed safety issues that were expressed during public comment period with the traffic on Roberts Dr. He also addressed comments from the public regarding the lack of trust by the citizens with the city government.

Councilmember Kumar - none
Councilmember Deady - none

Councilmember Nielsen expressed that transparency, governance, and accountability with the master planned development were her main objectives of joining council.

Councilmember Peterson attended the Tri-City meeting last week and she's eagerly awaiting to see the rate study proposal for the water and sewer rates that staff reported on this last fall.

Councilmember Sorci reiterated what Councilmember Dal Santo and Nielsen said regarding the accountability of the MDRT and is looking for transparency.

CITY ADMINISTRATOR REPORT:

City Administrator O'Neill gave a quick update on the Council Retreat. He is in the process of planning it and would like to hear from the Councilmembers for their preferred dates.

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Bonnie Holmes, Yelm spoke to the Councilmembers.

Gerald Thomas, Black Diamond spoke to the Councilmembers.

Brian McGee, Black Diamond spoke to the Councilmembers.

Geoff Bowie, Black Diamond spoke to the Councilmembers.

Nanette Stocks, Black Diamond spoke to the Councilmembers.

Rick Stocks, Black Diamond spoke to the Councilmembers.

Kristy Thomas, Black Diamond spoke to the Councilmembers.

Pat Troll, unincorporated King County spoke to Councilmembers.

Kristen Bryant, Bellevue spoke to Councilmembers.

James DeLay, Covington spoke to Councilmembers.

John Butler, Black Diamond spoke to the Councilmembers.

Max Sampson, Black Diamond spoke to the Councilmembers.

EXECUTIVE SESSION: None

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Peterson. Vote. Motion **passed** with all voting in favor (6-0). The meeting ended at 9:44 p.m.

ATTEST:

John Adler, Mayor

Carina Thornquist, Deputy City Clerk

DRAFT

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:	**Agenda Date:** **March 17, 2026**	**AB26-031**
Approval of Task Order No. 80 with Varius Inc. for Visconsi SE Goddard School Permit Processing Support	Mayor John Adler	
	City Administrator - Kevin O'Neill	X
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev –	
	Finance – Xavier Mason	
	MDRT/Ec Dev –	
Cost Impact (see also Fiscal Note): $23,240	Police – Chief Kiblinger	
Fund Source: MDRT Funding Agreement	Public Works – Scott Hanis	
Timeline: 2026	Court – Judge Swain/Tawnya Parks	

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

Attachments: Resolution; Task Order

SUMMARY STATEMENT:

The City utilizes on-call consultant services to supplement staff capacity for development review and permit processing. Varius Inc. is currently under contract with the City to provide engineering and development review support on an as-needed basis.

Funding for this work is provided through the City's Master Development Review Team (MDRT) funding agreement with Oakpointe, which provides dedicated funding to support development review services associated with projects within the master planned development area. As a result, the cost of this task order will be paid through the MDRT program rather than the City's general operating funds.

Task Order No. 80 authorizes Varius Inc. to provide professional services associated with the review and processing of permits for the Visconsi SE Goddard School project. The work will primarily support site development permit (SDP) processing and related utility permit review. These services will assist staff with technical review, coordination of comments, and preparation of materials necessary to move the project through the City's development review process.

The scope of work includes permit intake and file setup, coordination with City staff, review of project submittals for compliance with the Development Agreement, City codes, and engineering standards, preparation of review comments, coordination with the applicant regarding staff comments, review of resubmittals, and assistance with preparation of staff report sections as needed. If required, the consultant may also assist staff in preparing for and attending a public hearing related to the project.

The total budget for Task Order No. 80 is $23,240, billed on a time-and-materials basis and estimated at approximately 70 hours of consultant time. As with other on-call task orders, the consultant must notify the City if additional funds are necessary before exceeding the authorized amount.

Approval of this task order will allow the City to continue timely processing of the Visconsi SE Goddard School project while ensuring technical review is completed consistent with City standards and applicable regulations.

FISCAL NOTE (Finance Department):

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Community Development Committee recommends moving forward to full Council for consideration on the consent agenda.

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 26-1732, authorizing the Mayor to execute Task Order No. 80 with Varius Inc. in an amount not to exceed $23,240 for permit processing and development review services.**

RECORD OF COUNCIL ACTION

Meeting Date	***Action***	***Vote***
March 17, 2026		

RESOLUTION NO. 26-1732

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A TASK ORDER WITH VARIUS INC. FOR DEVELOPMENT REVIEW SERVICES.

WHEREAS, the City of Black Diamond maintains on-call consultant contracts to provide professional engineering and development review services to supplement City staff; and

WHEREAS, Varius Inc. currently provides development review and engineering support services to the City under an on-call consulting agreement; and

WHEREAS, the City has received a development proposal associated with the Visconsi SE Goddard School project requiring site development permit and utility permit review; and

WHEREAS, Task Order No. 80 authorizes Varius Inc. to provide professional services to assist City staff with permit intake, technical review of submittals, coordination of review comments, review of resubmittals, and preparation of staff report materials as necessary; and

WHEREAS, the total cost of Task Order No. 80 is not to exceed $23,240 and will be billed on a time and materials basis; and

WHEREAS, funding for these services is provided through the Master Development Review Team (MDRT) funding agreement with Oakpointe, which supports development review activities associated with projects within the master planned development area; and

WHEREAS, approval of this task order will assist the City in continuing timely and thorough review of the Visconsi SE Goddard School project consistent with City codes, engineering standards, and applicable development agreements;

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

Section 1. The City Council approves Task Order No. 80 with Varius Inc. in an amount not to exceed $23,240 for development review services associated with the Visconsi SE Goddard School project.

Section 2. The Mayor is hereby authorized to execute Task Order No. 80 and take any actions necessary to implement this resolution.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF MARCH, 2026.

CITY OF BLACK DIAMOND:

____
John Adler, Mayor

Attest:

____
Brenda L. Martinez, City Clerk

City of Black Diamond On-Call Task Request
Varius Inc – Task Order 80

Date:	March 04 2026	City Staff Contact:	Michelle Wright
Task Name:	Visconsci SE Goddard School	Phone:	360-851-4448
City Permit:	NA	Fax:	360-886-2592
Consultant:	Varius Inc.		
Consultant Project No.:	V SE Goddard		
Consultant Contact Name:	Dan Ervin		
Consultant Phone:	425 269 8479		

Scope of Task Request

SDP Processing and Utility Permit Processing for Goddard School

Budget Estimate: $23,240.00

See attached scope and fee summary

Task Request Approval:

Andy Williamson (MDRT Director)

Mar 4, 2026

Dan Ervin (Varius Inc, Vice President)

Date

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

BLACK DIAMOND - TASK ORDER 80 (Goddard School SDP)
Proposed Scope and Fee

Work Item	Description	Hours Allowance	Fee Estimate
1	Permit intake, Task Order, File Setup, Misc Administration	4	$ 1,328
2	Meeting with Alex and Michelle for Orientation	2	$ 664
3	Submittal Review and Document Orientation	4	$ 1,328
4	Review Submittal for Compliance with DA, City Codes, Engineering Standards	24	$ 7,968
5	Mtg with Alex for Comment Coordination	2	$ 664
6	Develop Comments, Cite Relevant Codes	8	$ 2,656
7	Answer Applicant Questions Regarding MDRT Comments	2	$ 664
8	Review Second Submittal in Response to Comments	4	$ 1,328
9	Coordinate with Alex for Staff Report Needs	2	$ 664
10	Write Relevant Staff Report Sections	12	$ 3,984
11	Prepare for and Attend Hearing if Necessary	6	$ 1,992
Subtotal		**70**	**$ 23,240**

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	**Agenda Date: March 17, 2026 AB26-032**	
Amendment 1 to Task Request with Parametrix, Inc. to update the 2021 Transportation Impact Fee Rate Study	Mayor John Adler	
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev –	
	Finance – Xavier Mason	
	MDRT/Ec Dev –	
Cost Impact (see also Fiscal Note): $6,545	Police – Chief Kiblinger	
Fund Source: Budgeted Capital Street Funds	Public Works – Scott Hanis	X
Timeline: 2026	Court – Judge Swain/Tawnya Parks	

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

Attachments: Resolution; Amendment 1; Resolution No. 25-1680, Task Order

SUMMARY STATEMENT:
In 2021, Parametrix completed a Transportation Impact Fee (TIF) Rate Study as part of the adoption of BDMC 3.80 related to TIFs. These fees get updated annually for inflation, but the Study itself should be updated on occasion as projects and costs assessed by the Study change.

Updating this Study will help determine what the TIF should be for permitted activities that will have an impact on the City's transportation system (assessed by the number of vehicle trips that will be added to the system).

Parametrix has completed multiple Traffic Impact Analyses for the City, along with monitoring the City's traffic concurrency bank and is well-versed in completing and updating this TIF Rate Study.

A task request in the amount of $22,500 was approved through Resolution 25-1680 for this study. As we have been working through it with Parametrix, we found it necessary to utilize the latest version of our travel demand model, which was used for the Comp Plan update. This latest model changed the formulas and assumptions that were anticipated, so more effort is needed to complete this study.

FISCAL NOTE (Finance Department): Currently the City has $43,000 budgeted to complete this study, as a capital project. The total cost to complete this project is $29,045 which is below the budgeted amount.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

PW Committee recommends moving forward to full Council for consideration on the consent agenda.

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 26-1733 authorizing the Mayor to execute Amendment 1 to the task request with Parametrix, Inc. for the Transportation Impact Fee Rate Study.**

RECORD OF COUNCIL ACTION

Meeting Date	***Action***	***Vote***
March 17, 2026		

RESOLUTION NO. 26-1733

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 1 TO THE TASK REQUEST WITH PARAMETRIX, INC. FOR THE TRANSPORTATION IMPACT FEE RATE STUDY

WHEREAS, in 2021, Parametrix, Inc. completed a Transportation Impact Fee Rate Study adopted by Ordinance 21-1165; and

WHEREAS, through Resolution 25-1680, a task request was approved to initiate a new Rate Study; and

WHEREAS, updated traffic modeling for the Comprehensive Plan changed formulas and assumptions required to update the Rate Study; and

WHEREAS, these updates will require more time and effort from Parametrix; and

WHEREAS, this amendment will allow completion of the updated Rate Study; and

WHEREAS, this Study will still be under the approved budget to complete the Study;

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 the amendment 1 to the Task Order with Parametrix, Inc. to complete the update for the City's 2021 Transportation Impact Fee Rate Study, significantly in the form attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF MARCH, 2026.

CITY OF BLACK DIAMOND:

____

John Adler, Mayor

Attest:

____

Brenda L. Martinez, City Clerk

Task Order Amendment No. 1

Traffic Impact Fee Rate Study

In accordance with the Task Order for the update to the Transportation Impact Fee Rate Study between the CITY OF BLACK DIAMOND (City) and PARAMETRIX, INC. (Consultant), dated June 5, 2025 and authorized under Resolution 25-1680, this is an authorization to increase the approved budget amount:

Original Authorization:	$22,500
Amend. 1 Authorization:	$ 6,545
TOTAL AUTHORIZATION:	$29,045

The needed increase is due to the updated travel demand model that was completed for the Comprehensive Plan. This update created changes to how the travel distribution and fees are calculated for proportionate shares of fees.

All other aspects of the Task Request will remain unchanged

AGREED TO BY:

CITY OF BLACK DIAMOND	CONSULTANT
By: ____________________ John Adler	By: ____________________
Its: Mayor	Its:
Date: ________________	Date: ________________

RESOLUTION NO. 25-1680

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A TASK REQUEST WITH PARAMETRIX, INC. TO UPDATE THE CITY'S 2021 TRANSPORTATION IMPACT FEE RATE STUDY

WHEREAS, in 2021, Parametrix completed a Transportation Impact Fee Study adopted by Ordinance 21-1165; and

WHEREAS, Transportation Impact Fees are assessed based on the 2021 Study; and

WHEREAS, the Public Works Director has determined a new rate study should be prepared per BDMC 3.80.030.D; and

WHEREAS, Parametrix, Inc. has an on-call professional services agreement with the City to perform transportation-related tasks; and

WHEREAS, Parametrix, Inc. completes Traffic Impact Analyses for the City as they relate to transportation concurrency and impact fees; and

WHEREAS, Public Works staff has committed to bringing tasks under said agreement exceeding $15,000 to the City Council for approval; and

WHEREAS, the City has planned and budgeted to update the Study in 2025;

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 the Task Order with Parametrix, Inc. to update the City's 2021 Transportation Impact Fee Rate Study, significantly in the form attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF JUNE, 2025.

CITY OF BLACK DIAMOND:

Carol Benson

Carol Benson, Mayor

Attest:

Brenda L Martinez

Brenda L. Martinez, City Clerk

Exhibit B

City of Black Diamond On-Call Task Request

Date:	5/21/2025	City Staff Contact:	Scott Hanis
Task Name:		Phone:	360-851-4521
Consultant Project No.:	234-3043-040-20	Fax:	360-851-4501
Consultant Contact Name:	Alex Atchison		
Consultant Phone:	206-512-5140		
Consultant Fax:	800-542-6353		

Scope of Task Request Including Deliverables and Schedule

See attached

Budget Estimate: $22,500.00

The budget estimate has been set at a reasonable amount for the anticipated level of assistance. Parametrix will notify City staff if requested work under this task order will exceed the authorized budget amount. The total budget estimate includes applicable administrative costs and reimbursable expenses.

Task Request Approval:

City of Black Diamond:

Carol Benson	Mayor
Written Name	Title
Carol Benson	6/5/25
Signature	Date

Consultant:

Austin Fisher	Vice President
Written Name	Title
	5/21/2025
Signature	Date

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

City of Black Diamond
Updated Traffic Impact Fee Rate Study

Introduction

The City of Black Diamond (City) is updating the 2021 Traffic Impact Fee rate study

development of a transportation impact fee for public streets and roads. Further, the City is considering how an Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA) could assist in the review of the Concurrency Management ordinance as required by the Washington State Growth Management Act. Parametrix (Consultant) has developed a proven methodology for the preparation of Impact Fee Facilities Plans in accordance with the Washington Administrative Code (WAC) 365-196-850 Impact Fees and the Revised Code of Washington (RCW) 82.02.060 Impact Fees-Local Ordinances-Required Provisions.

Task 01 – Project Management

Objectives

The objective of this task is to provide overall project management of the consultant contract with the City of Black Diamond.

This task includes general management functions that include the following:

- Project Planning – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordinate project team and issues throughout the project.
- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Monthly Progress Reports – Prepare a monthly invoice for services performed by Parametrix.
- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.

Deliverables

Deliverables for this task include:

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

Assumptions

Assumptions for this task include:

- Project duration is 6 months.

Task 02 – Document infrastructure required to meet future demands

Using work done recently as part of the City's Comprehensive Plan Update, the Consultant will identify the demands placed on existing facilities by new developments and overall growth in background traffic. Based upon the demands placed on existing facilities by new development, Consultant will identify the projects required to maintain LOS standards defined in the City's Comprehensive Plan.

Approach

- Using the traffic analysis conducted as part of the City's recent Comprehensive Plan Update, the Consultant will document existing and year 2044 level of service (LOS) for the following study intersections:
  - 216th Avenue SE/SE 288th Street
  - 216th Avenue SE/Covington-Sawyer Road/SE 292nd Street
  - 219th Avenue SE/SE 296th Street
  - Ten Trails Parkway & SE Auburn-Black Diamond Road
  - Lake Sawyer Road SE & SE Auburn-Black Diamond Road
  - Roberts Drive & Morgan Street
  - SR 169 & Pipeline Road (summit drive)
  - SR 169 & Black-Diamond Ravensdale Road
  - SR 169 & Roberts Drive
  - SR 169 & Baker Street
  - SR 169 & Lawson Stret
  - SR 169 & Jones Lake Road
  - SR 169 & North Connector
  - SR 169 & South Connector
- Identify roadways that do not meet active transportation LOS standards.
- Document the estimated growth in background (or pass-through traffic) versus growth forecasted to occur within the City.

Assumptions

- No new traffic modeling will be conducted
- Using the travel demand model developed as part of the Comprehensive Plan Update, the Consultant will perform a "select-link" analysis on the roadways identified above to identify Trips that pass through Black Diamond, but do not have any origins or destinations internal to Black Diamond (e.g., through-trips) and therefore cannot be included in the calculation of impact fees.
- No new projects are expected to be identified to meet vehicle LOS standards.

Deliverables

- Tables showing PM peak hour LOS for existing and 2044 conditions
- List of projects needed to maintain LOS standards as defined in the City's Comprehensive Plan.

Task 03 –Planning Cost Estimates

Consultant will develop planning level project cost estimates and will determine the project costs identified in Task 2 that are eligible to be recouped through impacts fees.

Assumptions

- Costs for eligible projects from the City's 2026-2031 TIP will be used for this study
- New estimates for projects identified in the Comprehensive Plan that are needed after the year 2031 will be prepared.
- It is assumed new cost estimates will be prepared for up to two (2) roadway projects: the South Connector and the SE Loop Connector. Additional cost estimates for active transportation projects not on the City's 6-year TIP will be included.

Task 04 – Establish Cost per Trip and Fee Schedule

The Consultant will prepare a Traffic Impact fee schedule based upon a cost per PM peak hour trip which is generated from the total project cost eligible for impacts fees and the total new trips generated by growth within the 20-year planning horizon.

Assumptions

- Land use categories will be consistent with the ITE Trip Generation Manual (11th Edition, ITE).

Deliverables

- Recommended cost per PM peak hour trip for multiple types of land uses

Task 05 –Updated Traffic Impact Rate Study

Consultant will prepare a TIF rate study report, documenting background, assumptions, process, and outcome of the study. The draft plan will be submitted to the City of Black Diamond for review and comment. The draft plan will be revised based on the City's comments, and a final plan will be submitted.

Assumptions

- Up to two review periods and updates are included in the draft document.
- One review period will be needed for the final plan.
- The City of Black Diamond staff will consolidate all comments and resolve conflicting comments prior to the Consultant making report updates.

Deliverables

- Draft report
- Final report

Client: City of Black Diamond
Project: TIF Rate Study

Task	SubTask	Description	Labor Dollars	Labor Hours	Alexandra D. Atchison	Emily Welter	Jennifer A. John	Brenna Tumbling	Josephine Crofoot	Susan Swift	Kristen Zimmerman	Juliann Cooley
				Burdened Rates:	$300.00	$225.00	$300.00	$240.00	$150.00	$145.00	$140.00	$145.00
01		**Impact Fee Facilities Plan & Analysis**										
	01	Project Management	$1,760.00	12	4						4	4
	02	Identify Infrastructure Required to Meet Demands	$4,200.00	16	4	8	4					
	03	Cost Estimates	$4,560.00	24	4			4	16			
	04	Establish Cost Per Trip & Fee Schedule	$4,800.00	20	4	16						
	05	Documentation	$7,180.00	32	4	24				4		
		Labor Totals:	$22,500.00	104	20	48	4	4	16	4	4	4
		Escalation Amt:	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		Totals:	**$22,500.00**		**$6,000.00**	**$10,800.00**	**$1,200.00**	**$960.00**	**$2,400.00**	**$580.00**	**$560.00**	**$580.00**

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT: Ordinance approving an interfund loan from the General Fund to the Public Works Fund	**Agenda Date: March 17, 2026 AB26-033**	
	Mayor John Adler	
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev –	
	Finance – Xavier Mason	X
	MDRT/Ec Dev –	
Cost Impact (see also Fiscal Note): $530,000	Police – Chief Kiblinger	
Fund Source: General Fund Reserves	Public Works – Scott Hanis	
Timeline: 2026 - 2029	Court – Judge Swain/Tawnya Parks	

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

Attachments: (1) Proposed Ordinance, (2) 2026-2031 CIP Excerpt, (3) August 7th, 2025, City Council Meeting Minutes, (4) Buyer's Settlement Statement

SUMMARY STATEMENT:

This ordinance authorizes an interfund loan from the General Fund to the Public Works Department to facilitate the acquisition of the property located at 26202 Lawson Street. This acquisition is a designated priority within the 2026–2031 Capital Improvement Plan (CIP) (Reference: Page 74, attached).

By approving this interfund loan, the City enables Public Works to secure this strategic asset while ensuring the General Fund is made whole through structured repayment. Currently, the City has no outstanding interfund loans, as all previous obligations have been satisfied in full. This transaction provides a dual benefit: it fulfills a long-term infrastructure goal and generates interest income for the General Fund over the three-year repayment term.

FISCAL NOTE (Finance Department):
This transaction utilizes existing General Fund reserves to facilitate a budgeted Capital Improvement Project. The General Fund will be made whole through the receipt of interest earnings over the three-year repayment period, maintaining the City's fiscal health and investment yields. The maximum amount necessary for the loan would be $530,000. The interest rate of the interfund loan will be set as the yearly average gross earnings rate for each year of payment.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

1. 2026–2031 Capital Improvement Plan (CIP): Formally approved as a priority project within the City's long-range planning document.

2. February 24, 2026 (Budget, Finance, & Administration Committee): Initial committee presentation and briefing.
3. March 10, 2026 (Budget, Finance, & Administration Committee): Conducted an in-depth review following the acquisition of additional project data.

RECOMMENDED ACTION: **MOTION to approve Ordinance No. 26-1247 an interfund loan from the General Fund to Public Works Fund for the acquisition of property located at 26202 Lawson Street.**

RECORD OF COUNCIL ACTION

Meeting Date	***Action***	***Vote***
March 17, 2026		

ORDINANCE NO. 26-1247

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING A SHORT TERM INTERFUND LOAN FROM THE GENERAL FUND TO PUBLIC WORKS TO COVER PROPERTY ACQUISIZTION COSTS

WHEREAS, the City's Public Works Department has outgrown its existing facilities and requires a larger operational footprint to effectively manage the increasing scale and scope of its responsibilities; and

WHEREAS, the City Council, during the Executive Session of August 7, 2025, authorized the Mayor to enter into a purchase and sale agreement for the real property located at 26202 Lawson Street for an amount not to exceed $550,000; and

WHEREAS, the City Council formally identified and authorized the acquisition of land for a new Public Works Facility within the 2026–2031 Capital Improvement Plan, adopted on October 25, 2025; with the understanding that an interfund loan agreement would be entered into with the General Fund; and

WHEREAS, the City Council recognizes that utilizing General Fund reserves for an interfund loan is the most cost-effective financing mechanism to support the Water, Sewer, Stormwater (Enterprise), and Street funds in this acquisition; and

WHEREAS, the City Council desires to establish an interfund loan with a three-year duration, requiring annual principal and interest payments due on December 1st of each year, beginning in 2026; and

WHEREAS, the interest rate for said loan shall be adjusted annually, based upon the yearly average gross earnings rate of the Washington State Local Government Investment Pool (LGIP);

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND DO ORDAIN AS FOLLOWS:

Section 1. Authorization of Interfund Loan. The City Council hereby authorizes an interfund loan in the amount of $530,000 from the General Fund to the Water, Sewer, Stormwater, and Street Funds. The funds shall be allocated as determined by the Finance Director for the express purpose of financing the acquisition of the real property located at 26202 Lawson Street.

Section 2. Repayment Terms and Interest. The interfund loan shall have a term of three (3) years, with principal and interest to be repaid to the General Fund in three (3) annual installments due on December 1st of each year, beginning in 2026. Interest shall be calculated annually based on the Washington State Local

Government Investment Pool (LGIP) yearly average gross earnings rate, applied to the outstanding decline balance until the loan is satisfied in full.

Section 3. Severability. Each and every provision of this Ordinance is severable. If any provision of this Ordinance is found to be unconstitutional or otherwise unenforceable or contrary to law by a court of competent jurisdiction, that finding shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

Section 4. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

PASSED BY A MAJORITY OF THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 17TH DAY OF MARCH, 2026.

CITY OF BLACK DIAMOND:

____
John Adler, Mayor

Attest:

____
Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

____
David Linehan, City Attorney

Published: __________________

Posted: ____________________

Effective Date: ______________

City of Black Diamond
Capital Improvement Plan
2026 – 2031

October 13, 2025

Administration General Government Projects

C A P I T A L P R O J E C T S U M M A R Y

Summary by Project	**Capital Plan 2026 - 2031**						
Project Title	**Total $ 2026 -2031**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**
G1 City Hall	4,000,000	500,000	500,000	500,000	500,000	2,000,000	
G2 Public Works Facility	1,750,000	500,000	100,000	150,000	1,000,000		
TOTAL ESTIMATED COSTS	**5,750,000**	**1,000,000**	**600,000**	**650,000**	**1,500,000**	**2,000,000**	-
Funding Sources							
Real Estate Excise Tax I							
G1 City Hall	2,000,000					2,000,000	
Total REET I	**2,000,000**					**2,000,000**	
Real Estate Excise Tax II							
G2 Public Works Facility	600,000		25,000	75,000	500,000		
Total Grants	**600,000**		**25,000**	**75,000**	**500,000**		
Interfund Loan							
G2 Public Works Facility	500,000	500,000					
Total Internal Loan	**500,000**	**500,000**					
Street/Water/Sewer/Storm Capital							
G2 Public Works Facility	650,000		75,000	75,000	500,000		
Total PW Capital Funds	**650,000**		**75,000**	**75,000**	**500,000**		
Carryover Funds							
G1 City Hall	2,000,000	500,000	500,000	500,000	**500,000**		
Total Carryover Funds	**2,000,000**	**500,000**	**500,000**	**500,000**	**500,000**		
TOTAL ESTIMATED FUNDING SOURCES	**5,750,000**	**1,000,000**	**600,000**	**650,000**	**1,500,000**	**2,000,000**	

PROJECT FOR THE:	General Administration	G2
PROJECT TITLE:	Public Works Facility	

DESCRIPTION With more equipment, more record keeping needs, growing staff, need for materials handling site, more operations office work, more equipment repair space needs, more dry storage needs and meetings/training room needs, improvements to the Public Works Facilities will be needed.

BACKGROUND Public Works is outgrowing it's current facilities. The current layout does not work. Options are being explored to either reimagine the current layout or look to move the maintenance team to another location.

COMMENTS Public Works has done some improvements on the existing site, however, space is limited for covered storage and more equipment for a growing team to meet the needs of a growing city. A loan would likely be needed to purchase property which would be paid back from the Streets, Water, Sewer, and Stormwater funds.

CAPITAL PROJECT COSTS	Total $ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Land	500,000	500,000					
Design and Permitting	150,000		100,000	50,000			
Construction Costs	1,100,000			100,000	1,000,000		
TOTAL COSTS	**1,750,000**	**500,000**	**100,000**	**150,000**	**1,000,000**		

REQUESTED FUNDING	Total $ Requested 2026-2031	2026	2027	2028	2029	2030	2031
Real Estate Excise Tax II	600,000		25,000	75,000	500,000		
Street/Water/Sewer/Storm Cap	650,000		75,000	75,000	500,000		
Interfund Loan	500,000	500,000					
TOTAL SOURCES	**1,750,000**	**500,000**	**100,000**	**150,000**	**1,000,000**		




BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of Aug 7, 2025
Hybrid Meeting Via Zoom and In-Person
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:
Mayor Benson called the regular meeting to order at 7:00 p.m. and led us all in the Flag Salute.

ROLL CALL:
PRESENT: Councilmembers Deady, Nielsen, Peterson (Zoom), Mulvihill, Young, Jones (not present during roll call and Mayor Benson announced that he would be late), Page. (Councilmember Jones entered the meeting at 7:12 p.m. during public comments)

ABSENT: None

Staff present: Xavier Mason, Finance Director; Scott Hanis, Public Works Director; Rob Reed, IS Manager; Jake Kapsandy, IT Technician II; David Linehan, City Attorney; Tawnya Parks, Court Administrator; Jamey Kiblinger, Police Chief; City Administrator, Kevin O'Neill; Brenda L. Martinez, City Clerk/HR Manager.

READING OF GUIDING PRINCIPLES

AGENDA REVIEW AND APPROVAL:

Councilmember Mulvihill **moved** to approve the agenda; **second** Councilmember Deady. Motion **passed** with all voting in favor (6-0).

PUBLIC COMMENTS:
Janie Edelman, Black Diamond spoke to Council.
Victoria Schroff, representing the City of Maple Valley spoke to Council.
Andrew Puryear, Black Diamond spoke to Council.
Mario Sorci, Black Diamond spoke to Council.
Tammy Barrier, Black Diamond spoke to Council.
James Barrier, Black Diamond spoke to Council.
Brock Deady, Black Diamond spoke to Council.
Kristen Bryant, Bellevue spoke to Council.
Brian Derdowski, Enumclaw spoke to Council.
John Herbert, representing the City of Maple Valley spoke to Council.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

1) **AB25-070** – Presentation - WRIA 9 – Matt Goehring from King County

Mr. Goehring shared with the Council a PowerPoint presentation to provide context for consideration of the continuation of the WRIA 9 ILA for 2026-2035. The PowerPoint touched on salmon recovery timeline, salmon recovery framework, WRIA 9 – watershed-based approach, salmon habitat plan, WRIA ILA 2026-2035, 2026-2035 ILA timeline, 2025 WRIA 9 Work Plan, salmon recovery funding, and accomplishments.

There was back and forth discussion between Councilmembers and Mr. Goehring.

CONSENT AGENDA:

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

2) **Claim Checks –** August 7, 2025, Check No. 56297 through Check No. 56372 (void 56001) in the amount of $459,375.85

3) **Minutes –**Council Meeting of June 5, 2025, Special Meeting of July 10, 2025, and Council Meeting of July 17, 2025

4) **AB25-071** – Resolution Regarding Agreement with Administrative Office of the Courts for Therapeutic Court Grant Program

5) **AB25-072** – Resolution Regarding Agreement with Jaydn Bond for Case Manager for the Black Diamond Therapeutic Court

6) **AB25-073** – Resolution Regarding Agreement with Somer Johnson as Program Manager for the Black Diamond Therapeutic Court

7) **AB25-074** – Resolution Regarding Contract Amendment with RH2 for Springs Project

8) **AB25-075** – Ordinance Regarding Code Changes for Clerk – Treasurer

9) **AB25-076** – Ordinance Regarding Adoption of Water System Plan

COMMITTEE REPORTS:

Public Safety Council Committee – Councilmember Mulvihill shared with the Council items that were discussed at the meeting.

Parks Ad Hoc Committee - Councilmember Peterson shared with the Council that the committee met and are still in preliminary discussions with nothing resolved yet and hopes to have more to share at the next meeting.

DEPARTMENT REPORTS: None

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

10) AB25-077 – Fire Annexation Discussion

City Administrator O'Neill and Finance Director Mason briefed the Council on this item, and a PowerPoint was shared. It touched on, property taxes, how are they used, annexation, changes to Black Diamond's operations before and after annexation, additional changes, after annexation, what is a levy rate, levy rate and revenue comparison, Black Diamond levy rate comparison graph, General Fund 10-year financial forecasts, Puget Sounds Fire Benefit Charge, annexation options by level of service, agency comparison, station staffing, governance, training, programs, other considerations, accreditation, layoffs and hiring, and recommendation.

There was extensive back and forth discussion/questions with Council and staff on this item.

At 9:16 p.m. Mayor Benson announced a 10-minute break.

At 9:26 p.m. Mayor Benson called the meeting back to order.

Continued back and forth discussion/questions continued between the Council and staff.

Council Action:

Councilmember Deady **moved** that the Council select Puget Sound Fire Authority as the City's preferred partner for annexation and authorize the City Administrator to negotiate and return to Council a Pre-Annexation Agreement with Puget Sound Fire Authority and to prepare all necessary legislation to place an annexation measure on the August 2026 primary election ballot, subject to final Council approval of the Agreement and ballot materials; **second** Councilmember Mulvihill.

Roll Call vote: Deady – Yes; Nielsen – No; Peterson – Yes; Mulvihill – Yes; Young – No; Jones – No; Page – No. Motion failed – 3-4 (Nielsen, Young, Jones, Page).

Council Action:

Councilmember Page **moved** that the Council select Mountain View Fire and Rescue as the City's preferred partner for annexation and authorize the City Administrator to negotiate and return to Council a Pre-Annexation Agreement with Mountain View Fire and Rescue and to prepare all necessary legislation to place an annexation measure on the August 2026 primary election ballot, subject to final Council approval of the Agreement and ballot materials; **second** Councilmember Young.

Roll Call vote: Deady -No; Nielsen – Yes; Peterson – No; Mulvihill – No; Young – Yes; Jones – No; Page - Yes. Motion failed – 3-4 (Deady, Peterson, Mulvihill, Jones)

Councilmembers shared with staff what additional information they would like to see so a decision could be made, including commercial aspects and what the impact to businesses would be in terms of a fire benefit charge (FBC), what a levy lid lift scenario looks like, 10-year projection of fire benefit charges (FBC) for new housing in 3,000 -5,000 sq ft range, the city's presentation based on 750, and factor in the FBC into the cost to residents.

NEW BUSINESS:

11) AB25-078 – Cannabis Ordinance Discussion

Attorney Linehan discussed this with the Council. He noted needing guidance from Council on what they would like the permanent cannabis regulations to look like. There was consensus in favor of a permanent ban. Mr. Linehan stated that this is the direction we want to go, staff will be submitting this version of the ordinance to Commerce to get the adoption process underway and will come back as soon as it's ready to go. He noted the moratorium expires next month and will bring back a temporary extension, so it doesn't lapse.

12) AB25-079 – Resolution Authorizing the Mayor to Execute a Purchase and Sale Agreement with CCD Black Diamond Partners, LLC for the Sale of 790 City DRCs from the TDR Bank

City Administrator O'Neill asked to postpone this item to the next meeting. There was Council consensus to do this.

13) AB25-080 – Fee in Lieu of Option Regarding Recreational Facilities

Attorney Linehan spoke on this item.

Councilmember Page **moved** to authorize the Mayor to propose the attached amendment to Section 9.5.3 of the Villages MPD Development Agreement to establish a transparent process and expand the City Council's options for accepting payment of a fee in lieu of construction of specific recreational facilities on a case-by-case basis; **second** Councilmember Young. Motion **passed** with all voting in favor (7-0).

MAYOR'S REPORT:

Mayor Benson reported attending a Flood Control District meeting, a Highway 18 appreciation event for SEAL TC members for preserving the funding for Highway 18, and the monthly WSDOT meeting where there was no mention of closing the Kummer bridge.

COUNCIL REPORTS:

Councilmember Mulvihill noted her report was handed out and also shared that she completed the Labor Day program and the Labor Day buttons are available for $1:00.

Councilmember Young – no report.

Councilmember Jones shared that in the lobby at the police department there are a lot of free youth life jackets available and other items for safety too, such as whistles which are required if you are on a paddleboard.

Councilmember Page – no report.

Councilmember Deady reminded everyone that this is the 8th or 9th year for the community wide garage sale and noted there is map to show the locations. She added there is also a fundraiser she is doing at the gym which benefits Chief for Day, DARE, and the Community Center. She shared that fundraiser raised just about $3,200 on the first day.

Councilmember Nielsen thanked everyone for the discussion tonight and noted she was proud to be part of a city where people care, and we talk about issues. She also commented that she appreciated how hard it was to make the slides tonight.

Councilmember Peterson commented that she wasn't sure what the discrepancy was in the maps that were being talked about in the public comments earlier by City of Maple Valley officials and would like some clarification.

CITY ADMINISTRATOR REPORT:

City Administrator O'Neill thanked Council for their patience as we work through some of these complex items.

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Brian Derdowski, Enumclaw spoke to Council.

Michael (Zoom), spoke to Council.

EXECUTIVE SESSION:

Mayor Benson announced that the Council would be going into an executive session pursuant to RCW 42.30.110(1)(b) Potential Real Estate Acquisition with possible action to follow. The executive session was anticipated to last 15 minutes. Councilmembers exited to patrol room, and the executive session started at 11:14 p.m.

At 11:29 p.m. Mayor Benson called the meeting back to order.

Council Action:

Councilmember Page **moved** to authorize the Mayor to enter into agreements to purchase the properties located at 25520 Lawson Street and 25517 Lawson Street up to a maximum price of $625,00 and $650,00 respectively, and to resolve any contingencies included in the Purchase and Sale Agreements; **second** Councilmember Jones. Motion **passed** with all voting in favor (7-0).

Councilmember Paged **moved** to authorize the Mayor to execute a Right of First Refusal agreement with Owner of the property located at 25501 Lawson Street, giving the City the right to purchase the property upon subsequent Council approval before the property may be sold to any third party; **second** Councilmember Jones. Motion **passed** with all voting in favor (7-0).

Councilmember Page **moved** to authorize the Mayor to enter into an agreement to purchase the property located at 26202 Lawson Street for a maximum price of $550,00, with a 6-month leaseback period to the seller, and to resolve any contingencies in the Purchase and Sale Agreement; **second** Councilmember Deady. Motion **passed** with all voting in favor (7-0).

ADJOURNMENT:

Councilmember Young **moved** to adjourn the meeting; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (7-0). The meeting ended at 11:31 p.m.

ATTEST:

Carol Benson

Carol Benson, Mayor

Brenda L. Martinez

Brenda L. Martinez, City Clerk

OLD REPUBLIC TITLE, LTD.

6703 S. 234th Street, Ste 200 • Kent WA • 98032 • (253) 813-9394 • FAX (253) 479-5522

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

Prepared Date: March 5, 2026
Escrow No.: 5216029286-EM
Escrow Officer: Erica Miller
Settlement Date: February 19, 2026

Property: 26202 Lawson Street , Black Diamond, WA, 98010

Final Buyer's Settlement Statement

Item		Debits	Credits
Sales Price		525,000.00	
Deposit to Escrow			528,438.65
Deposit by City of Black Diamond , Washington	16,500.00		
Deposit by City of Black Diamond	511,938.65		
Real Estate Taxes to King County Treasurer (122106-9021-01)		2,094.79	
1st Half 2026	2,094.79		
Prorata R.E. Taxes, 01/01/26 to 02/19/26, 49 days @ $11.4783			562.44
Escrow Fees to Old Republic Title, Ltd.	1,450.00	1,600.80	
Sales Tax to Washington Department of Revenue	150.80		
Title Charges			
Recording Fees		305.50	
Deed to King County	305.50		
Due To Buyer		0.00	
Total		529,001.09	529,001.09

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	**Agenda Date: March 17, 2026**	**AB26-034**
Resolution for design contract with Parametrix for the Park Street Crossing Project.	Mayor John Adler	
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev –	
	Finance – Xavier Mason	
	MDRT/Ec Dev –	
Cost Impact (see also Fiscal Note): $77,705.00	Police – Chief Kiblinger	
Fund Source: TIB Grant and Grant Matching	Public Works – Scott Hanis	X
Timeline: 2026	Court – Judge Swain/Tawnya Parks	

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

Attachments: Resolution; Contract

SUMMARY STATEMENT:
Public Works staff applied for and were selected for an Active Transportation Program fuel tax grant from the Washington State Transportation Improvement Board (TIB). This project will provide a crossing and pedestrian improvements on State Route 169 at Park Street and will increase mobility around the City. Parametrix helped in the preparation of grant documents and preliminary design. Design work contract with Parametrix is $77,705.00 and approximately 85% will be paid for by the grant.

FISCAL NOTE (Finance Department): The Park Street Crossing Project has been taken into consideration within the City's 6-Year TIP, 2026/2031 Capital Improvement Plan, and the 2026 Budget. The grant amount and match amount is higher than anticipated within the 2025 Budget. If necessary, a budget amendment will be made later within 2026.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:
PW Committee recommends moving forward to full Council for consideration.

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 26-1734, authorizing the Mayor to execute a contract with Parametrix for the Park Street Crossing Project, TIB # P-P-800(P06)-1.**

RECORD OF COUNCIL ACTION

Meeting Date	***Action***	***Vote***
March 17, 2026		

RESOLUTION NO. 26-1734

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX, INC. FOR THE DESIGN OF THE PARK STREET CROSSING PROJECT

WHEREAS, the City has planned for capital improvements to the Park Street Crossing; and

WHEREAS, Public Works staff was successful in receiving a Transportation Improvement Board(TIB) Grant to fund the design for the Park Street Crossing Project; and

WHEREAS, the City is in need of design services for the Park Street Crossing Project and Parametrix was selected in 2024 to be the City's transportation engineer; and

WHEREAS, Parametrix assisted City staff with application materials for the TIB grant for the Park Street Crossing Project; and

WHEREAS, Parametrix, Inc. is recommended to complete the design work for the Park Street Crossing Project;

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 a professional services agreement with Parametrix, Inc. for the development of design and bid materials for the Park Street Crossing 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 17TH DAY OF MARCH 2026

CITY OF BLACK DIAMOND:

____
John Adler, Mayor

Attest:

____
Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT
FOR CIVIL ENGINEERING SERVICES

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

CITY OF BLACK DIAMOND, WASHINGTON (the "City")
Physical Address: 24301 Roberts Drive
Mailing Address: PO Box 599
Black Diamond, WA 98010
Contact: Ryan Sweet Phone: 360-469-9314 Fax : 360-851-4501

and

PARAMETRIX, INC. ("Consultant")
Physical Address: 1019 39th Avenue SE, Suite 100
Puyallup, WA 98374
Mailing Address: Same as above.

Contact: Brenna Tumbling, P.E. Phone: 253-604-6600 Fax: 855-542-6353

Tax Id No.: 91-0914810

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

City of Black Diamond SR169 AT PARK STREET CROSSWALK AND PEDESTRIAN IMPROVEMENTS.

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

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

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

TERMS AND CONDITIONS

1. Services by Consultant

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

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

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

2. Schedule of Work

2.1 The City and the Consultant agree that work will begin on the tasks described in Exhibit A upon execution of this Agreement. The goal of this design effort will be to have tasks outlined in Exhibit A as set in the Schedule outlined in Exhibit A.

2.2 Additional time may be granted by the City for unforeseen delays or for extra work requested by the City.

3. Compensation

3.1 Rates. Compensation for the services provided according to the tasks outlined in Exhibit “A” shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit “B” and shall not exceed Seventy-Seven Thousand Seven Hundred Five Dollars ($77,705.00). This amount shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed Agreement amendment.

4. Payment

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

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

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

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

5. Discrimination and Compliance with Laws

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

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

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

6. Duration, Suspension, and Termination of Agreement

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

6.2 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing no fewer than ten (10) days prior to the stated termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

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

7. Standard of Care

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. Consultant understands and agrees that the services rendered pursuant to this

Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

8. <u>Ownership of Work Product</u>

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

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

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

9. <u>Indemnification/Hold Harmless</u>

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

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

9.3 IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION

DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

10. Insurance

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

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

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

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. This insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate.

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

d. Professional Liability insurance appropriate to Consultant's profession, with limits no less than $2,000,000 per claim and $2,000,000 policy aggregate limit.

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

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

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

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

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

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

11. Assigning or Subcontracting

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

12. Independent Contractor

12.1 Consultant and its subconsultants are, and shall be at all times during the term of this Agreement, independent contractors. 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.

12.2 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.

13. Notice

13.1 All notices required by this Agreement shall be considered properly delivered when personally delivered by courier service, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

City:	ATTN: Ryan Sweet City of Black Diamond 24301 Roberts Drive P.O. Box 599 Black Diamond, WA 98010 Fax: 360-851-4501
With a copy to:	City Clerk
Consultant:	ATTN: Brenna Tumbling, P.E. Senior Engineer Parametrix, Inc. 1019 39th Avenue SE, Suite 100 Puyallup, WA 98374 Fax: 855-542-6553

14. Disputes

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

15. Attorney Fees

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

16. General Administration and Management on Behalf of the City

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

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

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

17. <u>Extent of Agreement/Modification</u>

17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

18. Conflict of Interest; Non-Collusion

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

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

AGREED TO BY:

CITY OF BLACK DIAMOND

By: ___________________________
John Adler
Its: Mayor

Date: ____________________

PARAMETRIX, INC.

By: ____________________________
Austin Fisher, P.E.
Its: Vice President

Date: 02/13/2026

Attest:

By:
____
Brenda L. Martinez
City Clerk

APPROVED AS TO FORM:

____
David A. Linehan
City Attorney

EXHIBIT A

(*General Scope of Work)*

City of Black Diamond
SR169 at Park Street Crosswalk and Pedestrian Improvements
Scope of Work

Introduction

This City of Black Diamond Project proposes to construct a pedestrian crossing at the Park Street and SR 169 intersection. It will include a new rectangular rapid flashing beacon (RRFB) system, a new curb ramp on the east side of SR 169, and a marked pedestrian path along Park Street.

A grant has been awarded for this work and the Project is supported by the Washington State Department of Transportation (WSDOT).

The design will be based on the concept figure dated 3/15/2022 and submitted as part of the grant application.

Due to the Project's location along SR 169, design and construction will require WSDOT Northwest Region input and design documentation. Because of the Project's state grant funding, all other design and environmental documentation will require WSDOT Highways and Local Programs (Local Programs) oversight and approvals.

Detailed scope-of-service information, including a description of services, assumptions, and deliverables for each work element and subtask, is provided below.

General Project Assumptions:

- Project is assumed to be SEPA exempt and no environmental documentation or review is included in this scope of services.
- No right-of-way acquisition or temporary construction easements will be required to complete design for this project and therefore, no right-of-way acquisition services have been included in this scope of work.
- The Project may be exempt from all minimum requirements per the 2024 Department of Ecology Stormwater Management Manual for Western Washington's (SWMMWW) definition of pavement maintenance practices, depending on how the design progresses. For scoping purposes, it is assumed the project will be exempt and therefore no stormwater Best Management Practice (BMP) design is included within this scope of work. Further, the improvements included in the grant are solely related to construction of an enhanced pedestrian crosswalk and storm sewer modification design is not included.
- Relocation of franchise utilities (power and communications) will be completed by others.
- No geotechnical investigation is required for this Project or is included in this scope of work. Should geotechnical investigation be required, a supplement may be necessary.
- The Plans, Specifications, and Estimate (PS&E) will require review and approval from the WSDOT Highways and Local Programs (Local Programs) prior to soliciting bids. The Consultant will partner with City staff to coordinate with Local Programs.

- The schedule for this Project includes agency review durations based on past project experience. However, neither the City nor the Consultant can control these review durations.
- An 8-month total Project schedule including final design but excluding bidding and construction is assumed – February 2026 through September 2026.
- Up to one (1) site visit may be required following the 30% Design submittal and will be attended by one (1) Consultant staff member.
- As noted in the grant bid estimate, the RRFB system will be solar powered (not connected to grid power).
- The design of the project does not include planning for future buildout (if applicable) and will be based on the current channelization of SR 169.
- No Maximum Extent Feasible (MEF) or Proprietary Item documentation is included.

Design Standards and References

The following design standards and references are to be followed during the development of the Project:

- City of Black Diamond Engineering Design and Construction Standards (2009).
- WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (2026) and WSDOT General Special Provisions.
- WSDOT Design Manual (2024).
- WSDOT Standard Plans as required. (WSDOT standard plans, if used, will be cross referenced with City standards to determine any discrepancies and provide design if not congruent.)
- WSDOT Local Agency Guidelines (LAG) Manual.
- American Association of State Highway and Transportation Officials (AASHTO) 7th Edition (2018) of “Policy on Geometric Design of Highways and Streets” (Green Book).
- Manual on Uniform Traffic Control Devices 11th Edition (MUTCD).
- 2023 Public Right-of-Way Accessibility Guidelines Final Rule (PROWAG).
- 2024 Department of Ecology Stormwater Management Manual for Western Washington (SWMMWW).

The Consultant will conduct services under the Agreement based on the versions of the above-stated design standards that are current at the time of signing the Agreement. If updated versions of the standards become available and/or effective during the term of the Agreement, the Consultant and City will discuss potential implications to the Project. This will include the Consultant’s estimate of the cost of additional services, if any, to update project work and deliverables. The City will determine if updated standards shall be used. Additional cost of Consultant services, if any, will be compensated through the management reserve or as a supplement to the Agreement.

Task 01 – Project Management & QA/QC

Subtask 01.01 - Project Management and Coordination

Objectives

The objective of this task is to provide overall project management of the consultant contract with the City.

This task includes general management functions that include the following:

- Project Planning – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordinate project team and issues throughout the project.
- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Monthly design team meetings with an issues list to document project design decisions.
- Meet with the City virtually for comment resolution on up to two occasions as follows:
  - Review preliminary design (30%)
  - Review 90% design
- Monthly Invoices – Prepare a monthly invoice for services performed by Parametrix.
- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.

Deliverables

Deliverables for this task include:

- Miscellaneous correspondence to document project management issues.
- Monthly invoices.

Assumptions

Assumptions for this task include:

- Project duration is 8 months.
- Budget assumes 8 monthly meetings.
- Comment resolution meetings will be attended by up to two (2) Consultant staff and will require a total of two (2) hours each, which includes time for preparation of meeting minutes.
- Monthly design team meetings with City will be virtual and be attended by two (2) Consultant staff. Each meeting will require a total of one half (0.5) hour each.

Subtask 01.02 - Quality Control/Quality Assurance

Objective

To complete internal quality reviews of each deliverable as noted below.

Approach

Consultant will perform quality control and quality assurance reviews of each deliverable including:

- 30% Plans and Estimate Package
- WSDOT Design Documentation (deliverables as noted in Subtask 0X.0X)
- 90% Plans, Specifications and Estimate Package
- Final Bidding Documents

Task 02 – Survey

Subtask 02.01 – Survey and Mapping

Objective

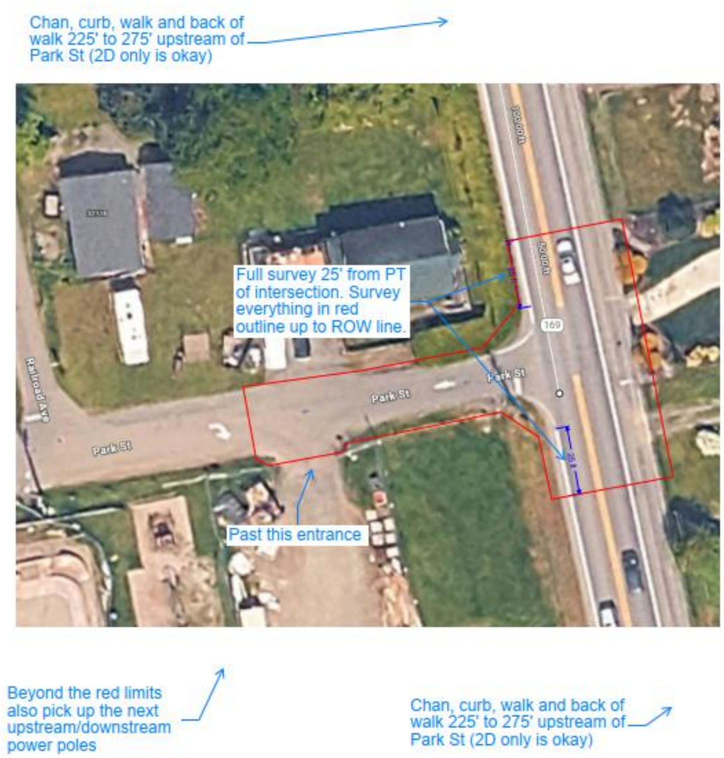
To provide AutoCAD base maps as necessary to confirm limits of existing right-of-way and support design/preparation of plans for bid documents.

Approach

Topographic Mapping

Consultant will provide topographic mapping of the project limits, as shown in Figure 1 below. The mapping limits will include full intersection topography. Contours will be at 1-foot intervals.

Figure 1: survey project limits.



The field survey will locate visible evidence of various improvements including the following improvements:

- Curbs
- Corners of each electrical panel/junction box
- Top of water nut on water valves
- Sidewalks/Paths, including each sidewalk panel joint
- Driveways/curb cuts
- Storm drainage and storm drain structures; including one structure upstream and downstream of the intersection/crossing
- Sanitary sewer manholes; including one structure upstream and downstream of the intersection/crossing
- Electrical power vaults and associated surface features
- Telephone pedestals
- Natural gas
- Cable or fiber optic pedestals
- Street lighting
- Fire Hydrants
- Signage
- Meters or utility connects to existing buildings

  Note: Our survey crews are not allowed to enter subsurface vaults. Our work will be conducted from the surface using measure-down techniques. Crews will also not open any structure covers in excess of 80 pounds.

- Underground utility location paint marks set by others (APS)
- Significant trees with drip lines (6 inches or larger as measured 4-1/2 feet above the ground)

Right-of-Way Determination

Consultant will determine right-of-way at the vicinity of the project. Consultant will perform records research for evidence of previous surveys, perform control measurements, and locate evidence of occupation near each intersection.

Deliverables

- An electronic drawing file of the right-of-way boundary and topographic survey in AutoCAD Civil3D 2024 format

Assumptions

- If necessary, Consultant will be provided a current title report including all referenced documents for the subject property prior to commencement of work.
- There will be no lateral parcel lines determined, only the right-of-way lines of each corresponding street at the grant-funded intersection.
- If traffic control for survey and mapping purposes is needed, it will be provided by others. Any right of entry or general permits required to complete the survey will be provided by others.
- Consultant will be provided reasonable access to all areas requiring surveys.
- For safety reasons Consultant personnel are not permitted to enter enclosed utility structures. These structures will be detailed and inventoried only to the extent feasible from the surface.
- All electronic mapping standards will be based on Consultant drafting standards unless specified otherwise.

- The setting of any survey monuments at any of the right-of-way boundary points of the subject property intersection has not been included in this scope of work. The right-of-way lines will be merged into the topographic mapping, as appropriate, and shown for graphical purposes only.
- Unless otherwise specified by the client, Horizontal Datum shall be North American Datum of 1983 (NAD 83/91) Washington Coordinate System, North Zone, and Vertical datum shall be North American Vertical Datum of 1988 (NAVD88).

Task 03 – WSDOT and Utility Coordination

Subtask 03.01 – WSDOT Documentation

Objective

Prepare required WSDOT Design Documentation for the Development Services and Local Programs offices for the crossing including: Summary of Design (SOD) and Plans for Approval (PFA).

Approach

WSDOT Coordination Meetings

Consultant will attend virtual WSDOT Coordination meetings as needed and attended by WSDOT Local Programs, WSDOT Development Services, and any other WSDOT staff requiring input to the project. Two meetings are anticipated: one at project kickoff and one to resolve any comments after WSDOT review.

Summary of Design

Consultant will prepare a Summary of Design (SOD) per WSDOT Development Services requirements. A draft SOD will be prepared along with the 30% Full Package Submittal for review by City and WSDOT staff. Consultant will respond to and incorporate comments from WSDOT and City into the final SOD document. The final SOD will be prepared and submitted prior to advancing to the 90% design.

Plans for Approval

Consultant will prepare the Plans for Approval (PFA) meeting WSDOT Development Services requirements. A draft PFA will be prepared along with the 30% Submittal for review by City and WSDOT staff. Consultant will respond to and incorporate comments from WSDOT and City into the final PFA document. The final PFA will be prepared and submitted prior to advancing to 90% design.

It is assumed that the Plans for Approval will be shown in up to two (2) plan sheets. It is assumed that only a draft and final plans for approval will be required for project approvals. Should additional PFA submittals be required, a supplement may be required.

Deliverables

- Draft Summary of Design (electronic PDF format)
- Final Summary of Design and Draft SOD comment responses (electronic PDF format)
- Draft Plans for Approval (electronic PDF format)
- Final Plans for Approval and Draft PFA comment responses (electronic PDF format)

Assumptions

- Up to two coordination meetings with WSDOT will be required. It is assumed that these meetings will be held virtually. WSDOT coordination meetings will be attended by up to two (2) Consultant staff and will require a total of 1 hour each. Additional meetings with WSDOT may require a supplement.
- Preparation of an Intersection Control Evaluation report will not be required. Should additional WSDOT Design Documentation not noted in this scope be required, a supplement may be needed.
- Any development services review fees associated with this subtask will be paid the City.

Subtask 03.02 – Utility Adjustments and Relocations

Objective

Identify and coordinate with franchise utilities for facilities impacted by project construction.

Approach

Parametrix will prepare a figure showing anticipated and/or potential conflicts between utilities as located in the field and proposed improvements and will coordinate with the City-led effort to relocate utilities that are in conflict with the proposed improvements.

Deliverables

- Utility conflict figure in electronic format (PDF).

Assumptions

- The City will schedule and facilitate all utility coordination meetings.
- Estimated hours to support coordination of franchise utilities is included in the attached budget estimate. Effort that exceeds the budgeted amount may require a supplement.

Task 04 – Design PS&E

Subtask 04.01 – 30% Design

Objective

Parametrix will prepare preliminary plans to the 30% design level, based on the concept submitted as part of the grant application.

Approach

Parametrix will prepare preliminary plans to the 30% design level. The design will establish the footprint of the project to ensure the project can be constructed within the existing right-of-way. This footprint will provide a basis for an opinion of cost. The following plan sheets will be included as part of this submittal:

- Cover, Vicinity Map, and Sheet Index (1 sheet).
- Legend, Abbreviations and Symbols (1 sheet).

- Horizontal and Vertical Control Plan (1 sheet).
- Demolition and Temporary Erosion and Sediment Control (1 sheet).
- Roadway/Civil Plan (1 sheet).
- Channelization and Signage Plan (1 sheet).
- RRFB Plan (1 sheet).

Assumptions

- Documents and figures will be prepared using Parametrix's internal company production standards.
- Plans will be prepared in AutoCAD Civil 3D, version 2024 or later.
- The following design aspects will not be included as part of this submittal:
  - → Intersection grading.
  - → Curb ramp details.
  - → Driveway details.
  - → Traffic control and staging plans.
  - → Project specific details.
  - → Specifications.
- Lighting will not be evaluated at the intersection.

Deliverables

- Half-size (11 by 17 inches) preliminary plans in electronic format (PDF).
- Preliminary opinion of cost in Microsoft Excel format (.xlsx).

Subtask 04.02 – 90% PS&E

Objective

Parametrix will incorporate comments from the 30% review submittal and WSDOT PFA submittal and prepare plans, special provision and opinion of cost to the 90% design level.

Approach

Parametrix will incorporate comments from the 30% review submittal and WSDOT PFA submittal and prepare plans, special provisions and opinion of cost to the 90% design level. The 90% design level includes advancing the design to include all necessary plan notes, callouts, and details for construction of the improvements and draft contract specifications including a bid proposal, city provided legal documents boilerplate, Division 1 supplements to the WSDOT Standard Specifications and updated technical specifications. The opinion of cost construction cost will also be updated for consistency with the plans and draft contract specifications.

The following plan sheets will be included as part of this submittal:

- Cover, Vicinity Map, and Sheet Index (1 sheet).

- Legend, Abbreviations and Symbols (1 sheet).
- Horizontal and Vertical Control Plan (1 sheet).
- Demolition and Temporary Erosion and Sediment Control (1 sheet).
- Roadway/Civil Plan (1 sheet).
- Civil Details (1 sheet). – NEW AT 90%
- Intersection/Curb Ramp Grading (1 sheet). – NEW AT 90%
- Channelization and Signage Plan (1 sheet).
- RRFB Plan (1 sheet).
- RRFB Details (1 sheet). – NEW A 90%
- Traffic Control Plans (1 sheet). – NEW AT 90%

Deliverables

- Half-size (11 by 17 inches) plans in electronic format (PDF).
- Updated opinion of cost in Microsoft Excel format (.xlsx).
- Responses to review comments on the 30% submittal in electronic format.
- Draft Contract Specifications in Word format (.docx).

Assumptions

- Documents and figures will be prepared using Parametrix's internal company production standards.
- Plans will be prepared in AutoCAD Civil 3D, version 2024 or later.
- City will provide standard legal documents as adopted by the City for reference and inclusion in the specifications.
- Contract documents will be prepared using the 2026 WSDOT Standard Specifications.
- The 90% Submittal will be submitted to City for review and comment, and then subsequently submitted to WSDOT for review and comment.

Subtask 04.03 – Final PS&E

Objective

Parametrix will incorporate City and WSDOT comments from the 90% review submittal update plans, special provision and opinion of cost to Final for City Advertisement.

.Approach

Parametrix will incorporate City and WSDOT comments from the 90% review submittal update plans, special provision and opinion of cost to Final for City Advertisement.

The Plan set will include sheets as noted at 90% Design.

Deliverables

- Half-size (11 by 17 inches) stamped and signed plans in electronic format (PDF).
- Updated opinion of cost in Microsoft Excel format (.xlsx).
- Responses to review comments on the 90% submittal in electronic format.
- Contract Specifications in electronic format (PDF).

Assumptions

- 90% submittal City comments will be reviewed and discussed in one coordination meeting.

Task 05 – Cultural Resources

Subtask 05.01 – EZ1 Form

Objective

Parametrix cultural resources specialists will assist the City with filling out an EZ-1 form in support of the project's Executive Order 21-02 obligations.

Approach

Parametrix staff will review the Washington Information System for Architectural and Archaeological Records Database (WISAARD). WISAARD contains information about known archaeological sites; historic buildings, structures, and districts; and traditional cultural properties. Once the EZ-1 form has been populated with the appropriate data, Parametrix staff will provide a draft version of the form to the City for review. Parametrix staff will then integrate any revisions requested by the City into a final version of the form. Parametrix will then either provide the form to the City for distribution to the Washington Department of Archaeology and Historic Preservation (DAHP) or will distribute the form to DAHP directly if Assumptions

Deliverables

- Draft and final EZ-1 form.

Assumptions

- No fieldwork will be required. If DAHP requires a field visit, it will be performed under a separate contract amendment.

EXHIBIT B

(*Billing Rates and Reimbursable Expenses*)

Exhibit: Fee Estimate
Client: City of Black Diamond
Project: SR 169 at Park Street Crosswalk and Pedestrian Improvements

					Austin Fisher	Marc Kendall	Ajay Nair	Justin Emery	Ken Van Cleave	Steven N. Sharpe	Jeff Bearson	Taylor E. Walcker	Jennifer Wildt	Kristen Zimmerman	Sarah A Becker	Amanda B. Lucas
					Vice Presdent	Sr. Engineer	Engineer III	Survey Supervisor	Sr. Surveyor	Survey Technical Lead	Surveyor III	Surveyor II	Senior Cultural Resources Specialist	Project Controls Specialist	Sr. Project Accountant	Publications Supervisor
				Billing Rates	$330.00	$270.00	$170.00	$230.00	$190.00	$185.00	$150.00	$130.00	$190.00	$150.00	$145.00	$155.00
Task	**SubTask**	**Description**	**Labor Cost**	**Lbr Hrs**												
01		**Project Management**	**$16,380.00**	**62**	**34**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**12**	**4**	**4**
	01	Project Management and Coordination	$11,760.00	48	20	8	0	0	0	0	0	0	0	12	4	4
		Design Review Meetings (2)	$2,400.00	8	4	4										
		Monthly coordination calls with City (8 mos)	$2,400.00	8	4	4										
		Invoicing (8 mos)	$4,320.00	24	4									12	4	4
		Project Management - General (8 mos)	$2,640.00	8	8											
	02	Quality Control / Quality Assurance	$4,620.00	14	14	0	0	0	0	0	0	0	0	0	0	0
		30% Plans and Estimate	$660.00	2	2											
		WSDOT Design Documentation	$660.00	2	2											
		90% Plans, Specifications and Estimate	$1,980.00	6	6											
		Final Bidding Documents	$1,320.00	4	4											
02		**Survey**	**$11,160.00**	**68**	**0**	**0**	**0**	**8**	**4**	**16**	**20**	**20**	**0**	**0**	**0**	**0**
	01	Survey and Mapping	$11,160.00	68	0	0	0	8	4	16	20	20	0	0	0	0
		ROW Determination	$2,800.00	16				4	4		4	4				
		Topographic Mapping	$8,360.00	52				4		16	16	16				
03		**WSDOT and Utility Coordination**	**$9,610.00**	**47**	**2**	**13**	**32**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	01	WSDOT Documentation	$8,120.00	40	2	10	28	0	0	0	0	0	0	0	0	0
		WSDOT Coordination Meetings	$1,200.00	4	2	2										
		First PFA & SOD	$5,020.00	26		6	20									
		Second PFA & SOD	$1,900.00	10		2	8									
	02	Utility Adjustments and Relocations	$1,490.00	7	0	3	4	0	0	0	0	0	0	0	0	0
		Utility Conflict Figure	$610.00	3		1	2									
		Utility Coordination Meetings	$880.00	4		2	2									
04		**Design PS&E**	**$38,305.00**	**193**	**0**	**56**	**130**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**7**
	01	30% Design	$10,110.00	53	0	11	42	0	0	0	0	0	0	0	0	0
		Cover, Vicinity Map and Sheet Index (1)	$340.00	2			2									
		Legend, Abbreviations and Symbols (1)	$680.00	4			4									
		Horizontal and Veritcal Control Plan (1)	$950.00	5		1	4									
		Demolition and TESC Plan (1)	$1,900.00	10		2	8									
		Roadway/Civil Plan (1)	$1,900.00	10		2	8									
		Channelization and Signage Plan (1)	$1,900.00	10		2	8									
		RRFB Plan (1)	$1,220.00	6		2	4									
		Opinion of Cost	$1,220.00	6		2	4									
	02	90% PS&E	$19,600.00	98	0	30	64	0	0	0	0	0	0	0	0	4
		Responses to 30% Comments	$880.00	4		2	2									
		Site Visit	$1,080.00	4		4										
		Cover, Vicinity Map and Sheet Index (1)	$170.00	1			1									
		Legend, Abbreviations and Symbols (1)	$340.00	2			2									
		Horizontal and Veritcal Control Plan (1)	$170.00	1			1									
		Demolition and TESC Plan (1)	$1,290.00	7		1	6									
		Roadway/Civil Plan (1)	$1,290.00	7		1	6									
		Civil Details (1)	$1,900.00	10		2	8									
		Intersection/Curb Ramp Grading (1)	$3,120.00	16		4	12									
		Channelization and Signage Plan (1)	$1,290.00	7		1	6									
		RRFB Plan (1)	$950.00	5		1	4									
		RRFB Details (1)	$1,560.00	8		2	6									
		Traffic Control Plan (1)	$1,900.00	10		2	8									
		Opinion of Cost	$880.00	4		2	2									
		Draft Special Provisions	$2,780.00	12		8										4
	03	Final PS&E	$8,595.00	42	0	15	24	0	0	0	0	0	0	0	0	3
		Responses to 90% Comments	$880.00	4		2	2									
		Final Plans	$3,660.00	18		6	12									
		Final Opinion of Cost	$610.00	3		1	2									
		Final Special Provisions	$1,545.00	7		4										3
		Assemble Final Bidding Documents	$1,900.00	10		2	8									
5		**Cultural Resources**	**$2,280.00**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**12**	**0**	**0**	**0**
	01	EZ1 Form	$2,280.00										12			
		Total Labor Estimated Labor Cost	**$ 75,455.00**	**370**	**36**	**77**	**162**	**8**	**4**	**16**	**20**	**20**	**12**	**12**	**4**	**11**

APS - Utility Locates	**$ 750.00**
Direct Expsenses	**$ 1,500.00**
Project Total	**$77,705.00**

Parametrix Puget Sound Billing Rates - October 1, 2025 through September 30, 2026

Classification	Grade	Rate for Billing 2025	Classification	Grade	Rate for Billing 2025
CADD Operator I	8	$120	Jr. Planner	8	$120
CADD Operator II	9	$130	Planner I	10	$135
CADD Operator III	11	$145	Planner II	11	$145
CADD Supervisor/Technical Lead	12	$155	Planner III	12	$155
CADD Services Manager	14	$180	Planner III	13	$165
			Planner IV	14	$180
Jr. Designer	8	$120	Sr. Planner	15	$205
Designer I	10	$140	Sr. Planner	16	$225
Designer II	11	$150	Sr. Planner	17	$245
Designer III	12	$160			
Designer III	13	$170	Jr. Scientist/Biologist	8	$120
Designer IV	14	$180	Scientist/Biologist I	10	$135
Sr. Designer	15	$205	Scientist/Biologist II	11	$145
Sr. Designer	16	$225	Scientist/Biologist III	12	$155
Sr. Designer	17	$240	Scientist/Biologist III	13	$165
			Scientist/Biologist IV	14	$180
Jr. Engineer	8	$120	Sr. Scientist/Biologist	15	$200
Engineer I	10	$150	Sr. Scientist/Biologist	16	$225
Engineer II	11	$155	Sr. Scientist/Biologist	17	$240
Engineer III	12	$170			
Engineer III	13	$185	Environmental Technician I	7-8	$120
Engineer IV	14	$195	Environmental Technician II	9	$130
Sr. Engineer	15	$230	Environmental Technician III	10	$135
Sr. Engineer	16	$245			
Sr. Engineer	17	$270	Jr. Cultural Resource Spec	8	$105
Sr. Consultant	18	$305	Cultural Resource Spec I	10	$110
Sr. Consultant	19	$315	Cultural Resource Spec II	11	$120
			Cultural Resource Spec III	12-13	$130
Electrical Designer I	11	$155	Cultural Resource Spec IV	14	$160
Electrical Designer II	12	$170	Cultural Resource Spec Sr	15-16	$190
Electrical Designer III	13	$185	Cultural Resource Spec Sr	17	$225
Electrical Designer IV	14	$195			
Sr. Electrical Designer	15-16	$225	Jr. Hydrogeologist	8	$120
Sr. Electrical Designer	17	$245	Hydrogeologist I	10	$130
Electrical Engineer I	11	$155	Hydrogeologist II	11	$145
Electrical Engineer II	12	$170	Hydrogeologist III	12-13	$160
Electrical Engineer III	13	$185	Hydrogeologist IV	14	$185
Electrical Engineer IV	14-15	$220	Sr. Hydrogeologist	15	$205
Sr. Electrical Engineer	16-17	$255	Sr. Hydrogeologist	16	$225
Sr. Electrical Engineer	18	$300	Sr. Hydrogeologist	17	$245
Jr. Surveyor	8	$115	GIS Technician	9	$130
Surveyor I	9	$125	GIS Analyst	10	$135
Surveyor II	10	$130	Sr. GIS Analyst	11-12	$150
Surveyor III	11	$150			
Sr. Surveyor	12	$165	Graphic Designer	10-11	$150
Sr. Surveyor	13	$190	Sr. Graphic Designer	12-13	$165
Survey Supervisor	14-15	$210			
Survey Supervisor	16-17	$230	Publications Specialist I	8	$110
Survey Prevailing Wage*			Publications Specialist II	9-10	$130
			Sr. Publications Specialist	10-11	$145
Jr. Inspector	8	$120	Publications Supervisor	12-13	$155
Construction Inspector	10-11	$145	Technical Editor	10-11	$145
Sr. Construction Inspector	12-13	$160	Sr. Technical Editor	12-13	$160
Resident Engineer	13	$175			
Resident Engineer	14	$185	Technical Aide	7	$110
Construction Manager I	12-14	$190	Sr. Technical Aide	8	$120
Construction Manager II	15-17	$200	Project Coordinator	9	$130
Sr. Construction Manager	15	$225	Sr. Project Coordinator	10	$140
Sr. Construction Manager	16-17	$255	Project Controls Specialist	11	$150
Owner's Representative	18-19	$280	Sr. Project Controls Specialist	12-13	$165
Division Manager	16-17	$255	Project Biller	8	$120
Division Manager, Regional DM	18-19	$290	Project Accountant	9	$130
Operations Manager	16-17	$250	Sr. Project Accountant	10-11	$145
Operations Manager/Program Manager	18-19	$290	Accounting Specialist	9	$130
Project Delivery Manager	18-20	$300	Sr. Accounting Specialist	10-11	$140
Principal Consultant	19	$315			
Principal Consultant	20	$325	Admin Assistant	7	$110
Director of Risk Management	20	$305	Sr. Admin Assistant	8	$120
Vice President/Sr. Vice President	18-20	$330	Office Administrator	10-11	$145
			Sr. Office Administrator	12-13	$155
UAV Pilot	12-13	$195	Office Administrative Manager	14-15	$185
Expert Witness		$400	Business Manager, Rgnl Off Mgr	15-16	$205
			Sr. Contract Administrator	12-13	$170

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

Utility Locating

Applied Professional Services, Inc.

43530 SE North Bend Way
North Bend, WA 98045

"Solutions that exceed expectations"

Date	Project Address/Job Number:	Services Performed For:
12/16/2025	32303 WA-169, Black Diamond, WA 98010	Parametrix
		Justin Emery
	Design Survey Locating	JEmery@parametrix.com 253-785-3028

Scope of Work

A. APS, Inc. will employ all industry and best practices to designate and mark the known conductible and/or non-conductible utilities within the project boundaries.
B. APS, Inc. will sweep the area, after the known utilities have been marked, to attempt to identify any unknown or abandoned utilities.
C. The project boundaries are defined by civil drawings or maps provided by the Client.
D. **Conductible Utility Locating** refers to conductible *(metallic)* utilities only.
E. **Non-Conductible Utility Locating** refers to non-conductible *(non-metal)* utilities only. This is generally for sewer & storm facilities only, or sewer & storm video inspection.
F. **GPR Utility Locating** refers to Ground Penetrating Radar, used to find non-metallic utilities such as concrete, PVC, or polyethylene water mains, USTs, and other anomalies.

Cost Estimate

LABOR DESCRIPTION	HOURS	RATE	AMOUNT
RM™ Conductible Locating	2	$135.00	$270.00
Non-Conductible	0	$265.00	$0.00
RM™ GPR	2	$190.00	$380.00
		Labor Est. Total	$650.00

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT:	**Agenda Date: March 17, 2026 AB26-035**		
Authorization of sewer infiltration and inflow repairs and establishing funding to perform potential future repairs		Mayor John Adler	
		City Administrator - Kevin O'Neill	
		City Attorney - David Linehan	
		City Clerk – Brenda L. Martinez	
		Com Dev –	
		Finance – Xavier Mason	
		MDRT/Ec Dev –	
Cost Impact (see also Fiscal Note): $40,000		Police – Chief Kiblinger	
Fund Source: Sewer Capital Reserves		Public Works – Scott Hanis	X
Timeline: 2026		Court – Judge Swain/Tawnya Parks	
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator			
Attachments: Resolution; Email quote			

SUMMARY STATEMENT:
Public Works staff has been updating the mapping for the sanitary sewer system and performing infiltration and inflow (I&I) inspections following the record rainfall in December. Staff has discovered two significant locations requiring repairs. In searching for companies that could assist with sewer mainline repairs without excavating the sewer main, staff received information and a quote from Iron Horse, LLC from Fairview, Oregon.

Iron Horse utilizes Cured-In-Place-Pipe (CIPP) techniques to seal the mainline. Iron Horse provided a quote to repair the two locations in the amount of $13,000 ($5,000 for mobilization and $4,000 for each location to make the repairs).

The CIPP techniques will provide cost savings by not requiring excavation of mainlines and costs associated with backfilling trenches. Sewer mains can be deep and require additional safety measures for workers to safely gain access.

This resolution seeks an additional allotment of $27,000 for up to $40,000 as other locations are found in the sewer system. This will allow Public Works staff some flexibility if further work is needed. This method of repair will help determine if this can be utilized throughout the sewer system. If more repairs are needed beyond the $40,000 limit, staff will prepare a scope and solicit bids according to small works roster bidding procedures in BDMC 2.90.030. Iron Horse LLC is on the City's small works roster.

FISCAL NOTE (Finance Department): Funds are available in the sewer capital reserves account. This will require a budget amendment at the end of the year.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: PW Committee recommends moving forward to full Council for consideration.
RECOMMENDED ACTION: **MOTION to adopt Resolution No. 26-1735 authorizing Iron Horse LLC to perform sewer mainline repairs at two locations and allotting up to $40,000 for sewer mainline repairs.**

RECORD OF COUNCIL ACTION

Meeting Date	***Action***	***Vote***
March 17, 2026		

RESOLUTION NO. 26-1735

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING SEWER MAINLINE REPAIR WORK BY IRON HORSE, LLC AND ESTABLISHING A FUND FOR FURTHER REPAIRS TO THE SEWER SYSTEM

WHEREAS, Public Works staff discovered infiltration and inflow problems in the sewer system during record rainfall in December 2025; and

WHEREAS, staff has cost and safety concerns about excavating to make repairs to the sewer system; and

WHEREAS, Iron Horse, LLC is able to perform sewer mainline repairs utilizing Cured-In-Place-Pipe methods which access damaged areas through sewer manholes; and

WHEREAS, Iron Horse, LLC provided a quote to repair two locations for $13,000; and

WHEREAS, there are likely other locations that would benefit from this type of repair; and

WHEREAS, staff is requesting a total allotment of $40,000 to make repairs to the sewer system; and

WHEREAS, there are sufficient funds in sewer capital reserves to cover this expense;

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

Section 1. Public Works is hereby authorized to hire Iron Horse, LLC for sewer mainline repair work.

Section 2. An allotment of $40,000 for sewer mainline and infiltration and inflow repair work will be made available from sewer capital reserves.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF MARCH, 2026.

CITY OF BLACK DIAMOND:

____
John Adler, Mayor

Attest:

____
Brenda L. Martinez, City Clerk

From:	Jesse Stavano
To:	Scott Hanis
Subject:	FW: City of Black Diamond Sewer Repair Questions
Date:	Tuesday, February 24, 2026 7:08:23 AM
Attachments:	image001.png

I did not receive an Official quote but this is the email I received from their Superintendent.

From: Colby Rios <colbyr@ironhorsellc.com>
Sent: Thursday, February 19, 2026 11:03 AM
To: Jesse Stavano <jstavano@blackdiamondwa.gov>
Cc: Brandon Fulton <brandonf@ironhorsellc.com>
Subject: RE: City of Black Diamond Sewer Repair Questions

Hey Jesse,

We can do $5,000 Mob and $4000 per patch. This will include bypass if needed. We will supply basic traffic control, RWA and cones, but if a more extensive setup is needed, that would be extra depending on the setup.

Thanks

Colby Rios
General Superintendent
PO Box 1472
Fairview, OR 97024
P: (503)674-0980
C: (503)849-5699
OR WBE/DBE #10683
WA WBE #D2F0026685

From: Jesse Stavano <jstavano@blackdiamondwa.gov>
Sent: Thursday, February 19, 2026 10:29 AM
To: Colby Rios <colbyr@ironhorsellc.com>
Subject: RE: City of Black Diamond Sewer Repair Questions

Colby,

Can you provide a quote for these repairs? Location is in the City of Black Diamond, Wa 98010.

TThanks,

From: Colby Rios <colbyr@ironhorsellc.com>
Sent: Wednesday, February 18, 2026 6:56 PM
To: Jesse Stavano <jstavano@blackdiamondwa.gov>
Subject: RE: City of Black Diamond Sewer Repair Questions

If these are in 8" mains, we can do a pipe patch over the 2 areas to seal it up. Assuming there is access to the repair area through existing manholes. I have attached the product that we would use for this.

Colby Rios
General Superintendent
PO Box 1472
Fairview, OR 97024
P: (503)674-0980
C: (503)849-5699
OR WBE/DBE #10683
WA WBE #D2F0026685

From: Jesse Stavano <jstavano@blackdiamondwa.gov>
Sent: Wednesday, February 18, 2026 10:42 AM
To: Colby Rios <colbyr@ironhorsellc.com>
Subject: RE: City of Black Diamond Sewer Repair Questions

Hello,

I apologize for the late response, I had a lot of emails to catch up on. These are 8" PVC pipes. Let me know if you have any solutions for us.

Thanks,

From: Colby Rios <colbyr@ironhorsellc.com>

Sent: Monday, February 2, 2026 8:15 AM
To: Jesse Stavano <jstavano@blackdiamondwa.gov>
Subject: RE: City of Black Diamond Sewer Repair Questions

Hey Jesse,

Are these 4" pipes?

Colby Rios
General Superintendent
PO Box 1472
Fairview, OR 97024
P: (503)674-0980
C: (503)849-5699
OR WBE/DBE #10683
WA WBE #D2F0026685

From: Jesse Stavano <jstavano@blackdiamondwa.gov>
Sent: Friday, January 30, 2026 10:00 AM
To: Colby Rios <colbyr@ironhorsellc.com>
Subject: City of Black Diamond Sewer Repair Questions

Colby,

I reached out to your office regarding the repair of a couple lines within our sewer system. They mentioned forwarding the videos to you for analysis. What options do you have for repair? Does this appear to be something you can fix by trenchless means? One appears to be a failed gasket between joints and the other seems to be damage to the pipe itself. Could you let me know if these are something your company has a solution for?

Thank you,

Jesse Stavano
Public Works Superintendent
City of Black Diamond
Cell: (253) 293-4941

Extension: 4817

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT:	**Agenda Date: April 17, 2026**		**AB26-036**
Approval of a Professional Services Agreement with RH2 Engineering, Inc. for Interim Master Development Review Team (MDRT) Director Services		Mayor John Adler	
		City Administrator - Kevin O'Neill	X
		City Attorney - David Linehan	
		City Clerk – Brenda L. Martinez	
		Com Dev –	
		Finance – Xavier Mason	
		MDRT/Ec Dev –	
Cost Impact (see also Fiscal Note):		Police – Chief Kiblinger	
Fund Source:		Public Works – Scott Hanis	
Timeline:		Court – Judge Swain/Tawnya Parks	

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

Attachments: Resolution; Attachment A

SUMMARY STATEMENT:

The City of Black Diamond utilizes the Master Development Review Team (MDRT) to coordinate review of the master planned development within the City, including projects associated with the master planned development area. The MDRT structure brings together City staff and consultants to ensure development proposals are reviewed efficiently and in accordance with City codes, engineering standards, and the development agreements.

The City is currently in need of interim leadership to support coordination and oversight of MDRT activities while the City evaluates the long-term structure, staffing, and operational framework for the program. To address this need, the City has negotiated a Professional Services Agreement with RH2 Engineering, Inc., to provide interim MDRT Director services and advisory support.

Under the proposed scope of work, RH2 will provide leadership and coordination of MDRT activities, facilitate development review meetings, monitor project progress, coordinate consultant and staff review comments, and assist with resolving issues between development teams and City reviewers. RH2 will also represent the City in meetings with outside agencies, as requested, and may attend City Council meetings related to MDRT projects.

In addition to day-to-day coordination, RH2 will conduct an assessment of the existing MDRT structure, including development review procedures, staffing levels, communication protocols, and decision authority. Based on this assessment, RH2 will provide recommendations to the City Administrator regarding long-term organizational structure, staffing needs, and process improvements to support effective development review.

The agreement also includes coordination of MDRT consultant activities and project administration tasks such as project team coordination, documentation, and preparation of monthly invoices and budget summaries.

The initial term of the agreement is six months beginning in March 2026, unless extended by mutual agreement of the parties.

This interim support will allow the City to maintain consistent oversight of development review activities while evaluating potential long-term improvements to the MDRT program and ensuring projects continue to move forward in a timely and coordinated manner.

FISCAL NOTE (Finance Department): N/A

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Discussed at a special Community Development Committee Meeting on March 13, 2026. Committee members present agreed placing this item on the agenda late of the best course of action.

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 26-1736 approving the Professional Services Agreement with RH2 Engineering, Inc. for Interim Master Development Review Team (MDRT) Director services and authorize the Mayor to execute the agreement.**

RECORD OF COUNCIL ACTION

Meeting Date	***Action***	***Vote***
March 17, 2026		

RESOLUTION NO. 26-1736

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH RH2 ENGINEERING, INC.

WHEREAS, the City of Black Diamond desires to obtain the leadership and advisory support of a professional engineer to serve as Master Development Review Team ("MDRT") Director on an interim basis; and

WHEREAS, the Consultant has agreed to provide such services on the terms and conditions provided in the Agreement attached hereto as Attachment A;

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

Section 1. The City Council hereby authorizes the Mayor to execute a Professional Services Agreement with RH2 Engineering, Inc., substantially in the form attached hereto as Attachment A, for Michelle Wright to serve as MDRT Director on an interim basis.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF MARCH, 2026.

CITY OF BLACK DIAMOND:

____
John Adler, Mayor

Attest:

____
Brenda L. Martinez, City Clerk

PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF BLACK DIAMOND AND
RH2 ENGINEERING FOR
INTERIM MDRT DIRECTOR SERVICES

THIS AGREEMENT is made by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and RH2 Engineering, Inc. (hereinafter the "Consultant" or "RH2"), a corporation organized under the laws of the State of Washington, located and doing business at 22722 29th Dr. SE, Suite 210, Bothell WA 98021.

RECITALS

WHEREAS, the City desires to obtain the leadership and advisory support of a professional engineer to serve as Master Development Review Team ("MDRT") Director on an interim basis; 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 the Scope of Work attached hereto as Exhibit A (the "Services"). Consultant shall assign Michelle Wright (or such other staff member, upon advance written approval by the City) to perform such work consistent with the objectives, milestones and timeline described in Exhibit A. 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 as set forth in the fee estimate attached hereto as Exhibit B, based upon an hourly rate from the Schedule of Rates attached hereto as Exhibit C. The payment made by the City to the

Consultant shall not exceed $190,000 (One Hundred and Ninety Thousand 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 the date this Agreement is last signed (the “Effective Date”), and shall remain effective for six (6) months from the Effective Date 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, without reference to 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: Michelle Wright, PE, CFM
RH2 Engineering, Inc.
22722 29th Dr. SE, Suite 210
Bothell, WA 98021

CITY:

Attn: Kevin O'Neill, City Administrator
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.

[signatures on following page]

AGREED TO AND EXECUTED BY:

CONSULTANT	**CITY OF BLACK DIAMOND**
By:__________________________	By:__________________________
Michele Campbell, President	John Adler, Mayor

APPROVED AS TO FORM:

____
City Attorney

ATTEST:

____
City Clerk

EXHIBIT A

Scope of Work

City of Black Diamond

Interim MDRT Director

March 2026

Background

The City of Black Diamond (City) has requested that RH2 Engineering, Inc., (RH2) provide interim Master Development Review Team (MDRT) leadership and advisory support. The anticipated Scope of Work is outlined as follows.

General Assumptions

- *Services are limited to those described herein and will be performed to the level of effort identified in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the City and RH2.*
- *Interim MDRT Director will report to the City Administrator.*
- *Deliverables will be submitted in electronic format (PDF) unless otherwise noted.*

Task 1 — Assessment of Existing MDRT

Objective: Develop recommendations for an effective long-term MDRT organizational structure, staffing approach, and operating framework.

Approach:

1.1 Meet with key City personnel, current City consultants, and current developers involved with MDRT projects.

1.2 Evaluate current development review procedures, timelines, and responsibilities.

1.3 Identify existing workflow, communication protocols, and decision authority.

1.4 Document strengths, constraints, and opportunities for improvement.

1.5 Evaluate whether existing resources are sufficient for meeting MDRT workload demands, and identify options for additional resources, if requested.

1.6 Meet with and provide recommendations to the City Administrator regarding MDRT staffing, processes, and resources.

Provided by City:

- Documented procedures
- Input regarding existing procedures.
- Meeting participation and discussion of recommendations.

- Staff, documents, and information necessary to perform these services.

RH2 Deliverables:

- Meeting participation to discuss strengths, constraints, opportunities, and recommendations.

Task 2 — Lead MDRT Department

Objective: Lead the MDRT Department in planning, organizing, and coordinating development projects and assist with enforcement of applicable codes and standards.

Approach:

2.1 Facilitate MDRT coordination meetings. *Up to four regular meetings will be held each week for the duration of the contract.*

2.2 Coordinate with other City departments and City leadership.

2.3 Monitor project review progress and identify areas of constraint.

2.4 Develop schedules, timelines, and work programs.

2.5 Represent the City in various boards, committees, and meetings, including up to six City Council meetings, as requested.

2.6 Coordinate with MDRT inspectors regarding project progress. Issue stop work orders or adjust construction working hours, if warranted.

2.7 Represent the City in negotiations with other agencies, such as the Washington State Department of Ecology, King County, and/or Washington State Department of Transportation.

2.8 Provide technical and procedural guidance, as requested.

Assumptions:

- *RH2 will serve in an interim coordination and advisory capacity. Final decisions regarding staffing, policy, or organizational structure will remain with the City.*
- *City will provide staff for permit intake, permit distribution and tracking, account and payment processing, inspection scheduling, public notification, meeting minutes, bond processing, and general office duties.*
- *City will provide staff or another consultant for construction observation, punchlists, as-built, and related close-out tasks.*

RH2 Deliverables:

- Schedules and timelines.
- Meeting participation.

Task 3 — Consultant Contracts Management

Objective: Coordinate and monitor MDRT consultant activities to support timely and consistent development review.

Approach:

3.1 Coordinate with MDRT consultants regarding development review scheduling.

3.2 Review and coordinate development review comments from consultants as well as City staff.

3.3 Facilitate resolution of issues between development review staff and developers.

3.4 Meet with consultants and developers to facilitate project progress, as requested.

Assumptions:

- *Any existing or future RH2 contracts will be managed separately by City staff.*
- *All procurement decisions, contract approvals, amendments, and payments will remain the responsibility of the City.*
- *RH2 may reasonably rely on the accuracy and completeness of information, data, and materials generated or produced by the City and its consultants in the performance of this Scope of Work, including design documents developed by others. Both the City and RH2 agree that any design reviews provided by RH2 are not intended as a third-party review, but as a review on the City's behalf for the purpose of verifying that the documents are in alignment with the City's desired design intent.*

Provided by City:

- Authorization of new contracts or contract amendments.
- Meeting participation.

RH2 Deliverables:

- Meeting participation.

Task 4 — Project Administration

Objective: Manage RH2's project team and maintain regular client communications. Prepare monthly invoices and budget status summaries.

Approach:

4.1 Provide direction, coordination, and oversight to the RH2 project team. Organize, manage, and coordinate disciplines.

4.2 Document and retain information generated during the execution of the project.

4.3 Prepare monthly invoices and budget status summaries.

RH2 Deliverables:

- Monthly invoices and budget status summaries.

Task 5 – **Management Reserve**

Objective: Provide additional services as requested by the City.

Approach:

5.1 Provide additional services for the project as requested and authorized by the City. RH2 shall submit a budget estimate for supplemental services as they are requested by the City. The City shall provide written authorization to proceed with supplemental services.

RH2 Deliverables:

- Budget estimate for supplemental services.
- Other deliverables as requested by the City under an authorization for supplemental services.

Project Schedule

RH2 is prepared to commence with this project in March 2026 and will continue for 6 months unless extended by mutual agreement and terminated in accordance with the agreement.

EXHIBIT B

Fee Estimate
City of Black Diamond
Interim MDRT Director
Mar-26

	Description	Total Hours	Total RH2 Labor	Total RH2 Expense	Total Expense	Total Cost
Task 1	Assessment of Existing MDRT	36	$ 11,214	$ 280	$ 280	$ 11,494
Task 2	Lead MDRT Department	247	$ 76,283	$ 2,828	$ 2,828	$ 79,111
Task 3	Manage Consultant Contracts	163	$ 48,908	$ 1,223	$ 1,223	$ 50,131
Task 4	Project Administration	70	$ 18,794	$ 470	$ 470	$ 19,264
Task 5	Management Reserve	98	$ 29,137	$ 863	$ 863	$ 30,000
	PROJECT TOTAL	**614**	**$ 184,336**	**$ 5,664**	**$ 5,664**	**$ 190,000**

EXHIBIT C RH2 ENGINEERING, INC. 2026 SCHEDULE OF RATES AND CHARGES		
RATE LIST	**RATE**	**UNIT**
Professional I	$181	$/hr
Professional II	$200	$/hr
Professional III	$223	$/hr
Professional IV	$244	$/hr
Professional V	$262	$/hr
Professional VI	$281	$/hr
Professional VII	$307	$/hr
Professional VIII	$334	$/hr
Professional IX	$338	$/hr
Technician I	$141	$/hr
Technician II	$154	$/hr
Technician III	$174	$/hr
Technician IV	$189	$/hr
Technician V	$207	$/hr
Technician VI	$228	$/hr
Technician VII	$248	$/hr
Technician VIII	$260	$/hr
Administrative I	$95	$/hr
Administrative II	$110	$/hr
Administrative III	$132	$/hr
Administrative IV	$154	$/hr
Administrative V	$178	$/hr
CAD/GIS System	$27.50	$/hr
CAD Plots - Half Size	$2.50	price per plot
CAD Plots - Full Size	$10.00	price per plot
CAD Plots - Large	$25.00	price per plot
Copies (bw) 8.5" X 11"	$0.09	price per copy
Copies (bw) 8.5" X 14"	$0.14	price per copy
Copies (bw) 11" X 17"	$0.20	price per copy
Copies (color) 8.5" X 11"	$0.90	price per copy
Copies (color) 8.5" X 14"	$1.20	price per copy
Copies (color) 11" X 17"	$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	$0.7250	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.