



CITY OF BLACK DIAMOND
August 18, 2026 Council Meeting Agenda
Council Chambers, 25510 Lawson St.
Black Diamond, WA 98010

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

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

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

Meeting ID: 445 447 7047 Password: Council

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

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

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:

- 1) **AB26-096** – Confirming the Mayor’s Appointment of John Deleon to Planning Commission Position #2 Mayor Adler
- 2) **AB26-097** – Confirming the Mayor’s Appointment of Trixie Hahn to Planning Commission Position #3 Mayor Adler

COMMITTEE REPORTS:

DEPARTMENT REPORTS:

CONSENT AGENDA:

- 3) **Claim Checks** – August 18, 2026, Check No. 57564 through Check No. 57669 and EFTs in the amount of \$810,458.65
- 4) **Payroll** - July 2026, Check No. 20638 through Check No. 20648 and EFTs in the amount of \$756,515.57
- 5) **Minutes** – Council Meeting of July 7, 2026, Work Session of July 14, 2026, Council Meeting of July 21, 2026, Special Meeting of July 22, 2026, and Special Meeting of July 24, 2026
- 6) **AB26-098** – Resolution Accepting Funds from the Administrative Office of the Court for a Pretrial Services Program Judge Swain
- 7) **AB26-099** – Resolution Accepting Funds from the Administrative Office of the Court for a Post Judgment Services Program Judge Swain
- 8) **AB26-100** – Resolution Approving Contract Amendment No. 1 to the Professional Services Agreement with RH2 Engineering, Inc., for Interim Master Development Review Team Director Services Mr. O’Neill
- 9) **AB26-101** – Resolution Authorizing Yearly Addendum to the Agreement with SCORE for Inmate Housing Chief Kiblinger
- 10) **AB26-102** – Resolution Regarding Final Acceptance of the 2026 Baker Street Museum Garage Door Replacement Project Mr. Hanis

11) AB26-103 – Resolution Authorizing Purchase of a Utility Trailer for Use by the Sewer Department Mr. Hanis

12) AB26-104– Black Diamond Special Events Update Mr. Hart

PUBLIC HEARINGS: -

UNFINISHED BUSINESS: -

NEW BUSINESS:

13) AB26-105 – Discussion Regarding Comprehensive Plan Process Mr. Hart

14) AB26-106- Sewer System Updates Mr. Hanis

15) AB26-107 – Discussion Regarding Lake Sawyer Regional Park Mr. O’Neill

MAYOR'S REPORT:

COUNCIL REPORTS:

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

CITY ADMINISTRATOR REPORT:

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

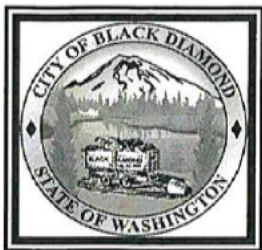
ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Planning Commission appointment of John Deleon to the Planning Commission Position #2.	Agenda Date: August 18, 2026 AB26-096	
	Mayor John Adler	X
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Hal Hart	
	Finance – Xavier Mason	
	MDRT/Econ Dev – Michelle Wright	
	Police – Chief Kiblinger	
	Public Works – Scott Hanis	
Cost Impact (see also Fiscal Note): N/A	Court – Judge Swain/Tawnya Parks	
Fund Source: General Fund		
Timeline: Appointment through 2027		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Application		
SUMMARY STATEMENT: The Planning Commission consists of seven volunteer members of the community. They meet monthly and make recommendations to the City Council on comprehensive plans, plan amendments and various development regulations that guide future development of the City. Position #2 runs through December 31, 2027. Black Diamond resident John Deleon has made application for one of two open positions on the Black Diamond Planning Commission. John was interviewed by the Community Development staff panel on July 28, 2026. Staff unanimously recommend his appointment to voluntarily serve the community in this advisory role for position #2 on the Black Diamond Planning Commission. Mayor Adler is seeking Council confirmation of his appointment of John Deleon to Position No. 2 on the Black Diamond Planning Commission. FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to confirm the Mayor's appointment of John Deleon to Position #2 of the Black Diamond Planning Commission, said term expiring on December 31, 2027.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 18, 2026		



CITY OF BLACK DIAMOND

Commission Application

Mailing Address: PO Box 599

Physical Address: 24301 Roberts Drive
Black Diamond, WA 98010

Phone: 360.851.4500 - Fax: 360.851.4501



Name: JOHN L. PELEON

Address: [REDACTED]

Home Phone: [REDACTED]

Business Phone: [REDACTED]

Email address: [REDACTED]

How long at Residence: 4.5 YEARS Best time to contact: 10-6 M-F

Commission desired:

1.) PLANNING COMMITTEE

2.)

Reason you are interested in serving: TO HELP IMPROVE MY COMMUNITY AND FILL A NEEDED POSITION.

Previous community activities: PARK MAINTENANCE, FOOD DRIVES, AND FUND RAISING FOR LOCAL COMMUNITY.

Applicable education, occupational, and specialized experience: PROGRAM & PROJECT MANAGEMENT, LEADING TEAMS, DATA ANALYSIS

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community.

1.) Can you foresee possible conflicts of interest with any of your current employment or civic positions:

NO CONFLICTS OF INTEREST

2.) When making these recommendations do you feel you could be impartial and base your decision on the overall need and benefit of the Community: YES.

Are there any days or evenings you are unavailable to meet? SAT & SUNDAY

Signature: [Signature]

Date: JULY 24 2026

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Planning Commission appointment of Trixie Hahn to the Planning Commission Position #3	Agenda Date: August 18, 2026 AB26-097	
	Mayor John Adler	X
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Hal Hart	
	Finance – Xavier Mason	
	MDRT/Econ Dev – Michelle Wright	
	Police – Chief Kiblinger	
	Public Works – Scott Hanis	
Cost Impact (see also Fiscal Note): N/A	Court – Judge Swain/Tawnya Parks	
Fund Source: General Fund		
Timeline: Appointment through 2028		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Application		
SUMMARY STATEMENT: The Planning Commission consists of seven volunteer members of the community. They meet monthly and make recommendations to the City Council on comprehensive plans, plan amendments and various development regulations that guide future development of the City. Position #3 runs through December 31, 2028. Black Diamond resident Trixie Hahn has made application for one of two open positions on the Black Diamond Planning Commission. Trixie was interviewed by the Community Development staff panel on July 28, 2026. Staff unanimously recommend her appointment to voluntarily serve the community in this advisory role for position #3 on the Black Diamond Planning Commission. Mayor Adler is seeking Council confirmation of his appointment of Trixie Hahn to Position No. 3 on the Black Diamond Planning Commission. FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to confirm the Mayor's appointment of Trixie Hahn to Position #3 of the Black Diamond Planning Commission, said term expiring on December 31, 2028.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 18, 2026		



CITY OF BLACK DIAMOND

Planning Commissioner Application

Mailing Address: PO Box 599

Physical Address: 24301 Roberts Drive
Black Diamond, WA 98010

Phone: 360.851.4500 - Fax: 360.851.4501

NAME OF APPLICANT: Trixie Hahn _____

ADDRESS OF RESIDENCE: _____, Black Diamond, WA 98010 _____

EMAIL ADDRESS: _____

PHONE NUMBER (MOBILE, HOME, BUSINESS): _____

BEST TIME TO CONTACT: anytime _____

QUALIFICATIONS AND COMMITMENT REQUIREMENTS (PLEASE INITIAL CONFIRMING AFFIRMATIVE):

☒ Applicant is willing to fulfill a 4-year term [or the remaining portion of a term when replacing an unexpired position].

☒ Applicant has an interest in planning, land use, environmental affairs or residential and commercial development as evidenced by training, experience, or actions.

☒ Applicant resides in the city at least one hundred eighty days each calendar year or owns a business with a physical presence within the city limits with an active black diamond business license.

☒ Applicant is able to regularly attend planning commission meetings in person, scheduled for evenings and is committed to not having more than three consecutive unexcused absences.

☒ Applicant will make impartial, objective recommendations and decisions in the best interest of the city, and not in conflict with personal or business interests and confirms current employment or civic positions, if any, do not create a conflict of interest with serving as a Black Diamond Planning Commissioner.

Please provide a narrative (up to one page as an attachment) describing your qualifications, experience, interest, and commitment to serve as planning commissioner and/or a resume supporting your qualifications, experience, education, current or past occupations, and interests to serve as a Planning Commissioner.

Trixie M Hahn

SIGNATURE OF APPLICANT

July 27, 2026

DATE

Chapter 2.24 PLANNING COMMISSION

Sections:

2.24.010 Membership.

Pursuant to RCW Chapter 35A.63, there is created for the city a planning agency to be known as the city planning commission, consisting of seven members who shall be appointed by the mayor and confirmed by the city council.

- A. The positions of planning commissioners shall be designated numbers one through seven. The term of each member of the planning commission shall be four years. The terms of office shall be staggered based on the date of appointment. Terms expire on December 31, but members of the planning commission shall continue to serve until their successor is appointed and qualified
- B. Qualifications. Members of the planning commission shall be selected from individuals who have an interest in planning, land use, environmental affairs or residential and commercial development as evidenced by training, experience or actions. Consideration will also be given toward maintaining an equitable balance of geographic representation of the community. Members of the planning commission shall be limited to individuals who reside in the City at least one hundred eighty days each calendar year or owners of businesses with a physical presence within the city. A "physical presence" means that the individual or business owner does business in the City of Black Diamond and has obtained a Black Diamond business license.
- C. The planning commission shall adopt rules and procedures to address the conduct of its meetings, elections of officers and other administrative matters. Conflicts of interest shall be addressed as set forth in RCW 35A.63.020.
- D. Removal. A planning commissioner may be removed by the mayor, with the concurrence of the city council, for misfeasance in office or other just cause, or for unexcused absences from more than three consecutive meetings. Failure of a planning commission member to qualify as provided in subsection B, shall constitute forfeiture of office. The decision of the city council regarding membership on the planning commission shall be final.
- E. Vacancies occurring otherwise than through the expiration of terms shall be filled for the unexpired terms. Members shall serve without compensation.

(Ord. No. 981, § 1, 10-4-2012; Ord. No. 1072, § 1, 1-21-16)

Editor's note(s)—Ord. No. 981, § 1, adopted October 4, 2012, repealed the former § 2.24.010, and enacted a new § 2.24.010 as set out herein. The former § 2.24.010 pertained to similar subject matter and derived from Ord. No. 295, 1984 and Ord. No. 900, adopted April 16, 2009.

2.24.020 Powers and duties.

- A. The planning commission shall perform the function of a planning agency as set forth in chapter 35A.63 RCW, provided, certain land use matters may be referred to the city's hearing examiner as elsewhere provided by the Black Diamond Municipal Code. The planning commission shall be an advisory body to the city council. The planning commission will hold public hearings and make recommendations to the city council on zoning code text and development regulation amendments, area-wide rezones, adoption of comprehensive plan and any other plan amendments. "Development regulations" are defined as "controls placed on development of land use activities by the city including, but not limited to, zoning ordinances, critical areas ordinances, shoreline master programs, official controls, PUD ordinances, subdivision ordinances, binding site plan ordinances, together with any amendments thereto."
- B. The planning commission shall review such other matters and take such further action as the city council may direct from time to time by motion, resolution or ordinance.

(Ord. 857 § 1, 2008; Ord. 295 § 2, 1984)

(Ord. No. 900, § 3, 4-16-2009; Ord. No. 1028, § 1, 5-15-2014)

.24.030 Secretary.

The mayor shall designate a city staff member to serve as secretary to the planning commission. The secretary shall be responsible for taking the minutes of each commission meeting and for assisting the commission with other administrative duties as assigned by the presiding member of the commission.

(Ord. 570 § 1, 1995; Ord. 295 § 3, 1984)

(Ord. No. 900, § 4, 4-16-2009)

2.24.040 Quorum.

A majority of the membership of the planning commission shall constitute a quorum for the transaction of business. Any action taken by a majority of those present, when those present constitute a quorum, at any regular or special meeting of the planning commission shall be deemed taken as the action of the commission. The commission may adopt such other rules governing its procedures and conduct of business as it deems appropriate.

(Ord. 295 § 4, 1984)

2.24.050 Referral by council.

The city council may refer to the planning commission, for its recommendation and report, any ordinance, resolution, or other proposal relating to any of the matters and subjects referred to in RCW Chapter 35A.63, and the commission shall promptly report to the city council thereon, making such recommendations and giving such counsel as it may deem proper.

(Ord. 295 § 5, 1984)



CERTIFICATION

Finance Committee: August 11, 2026

Council Date: August 18, 2026

Check No.'s / EFT	Batch Name	Check / EFT Date	Amount
EFT	June 2026 - EFT Batch	June-26	\$ 76,543.44
EFT	June 2026 - Credit Card Batch	6/26/2026	\$ 15,482.86
57564-57620	July 2026 - Regular Batch 3	8/5/2026	\$ 276,598.78
57621	August 2026 - Regular Batch 1	8/5/2026	\$ 15,037.82
57622-57623	July 2026 - Early Batch 2	7/31/2026	\$ 11,249.74
57624	August 2026 - Early Batch 1	8/3/2026	\$ 959.20
57625-57669	August 2026 - Regular Batch 2	8/19/2026	\$ 414,586.81
TOTAL:			\$ 810,458.65

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.

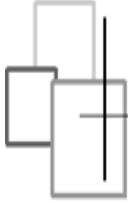
Xavier Mason

Xavier Mason, Finance Director

DATE: 08/06/2026

John Adler, Mayor

DATE



Register

Fiscal: 2026

Deposit Period: 2026 - August, 2026 - July,
2026 - June

Check Period: 2026 - August - 08/26 Early
Batch 1, 2026 - August - 08/26 Regular Batch
2, 2026 - August - 08/26 Regular Batch 1, 2026
- July - 07/26 Early Batch 2, 2026 - July - 07/26
Regular Batch 3, 2026 - June - 06/26 EFT
Batch, 2026 - June - 06/26 Credit Card Batch

Name	Print Date	Clearing Date	Amount
Able Embroidery	8/5/2026		\$343.35
AHBL, Inc.	8/5/2026		\$35,979.25
Alsco	8/5/2026		\$236.72
Art Gamblin Motors	8/5/2026		\$143.05
AT&T Mobility: First Net	8/5/2026		\$3,851.79
Auburn Sports & Marine, Inc.	8/5/2026		\$2,068.31
Black Diamond Auto Parts	8/5/2026		\$16.30
Valley Fireworks	8/5/2026		\$50.00
CenturyLink (WA)	8/5/2026		\$728.47
City of Black Diamond	8/5/2026		\$3,423.50
City of Black Diamond/Retained Funds	8/5/2026		\$3,593.69
City of Enumclaw	8/5/2026		\$13,479.97
Civic Forge LLC	8/5/2026		\$1,500.00
CIVICPLUS	8/5/2026		\$8,784.04
Crisp Imaging	8/5/2026		\$1,125.83
Johnson, Somer	8/5/2026		\$309.37
Cutters Supply Inc.	8/5/2026		\$1,617.50
DCW - Data Center Warehouse	8/5/2026		\$1,965.72
Electronic Recyclers International Inc.	8/5/2026		\$98.27
HWA GeoSciences Inc.	8/5/2026		\$4,572.50
HydroCorp, LLC	8/5/2026		\$10,080.00
John Adler	8/5/2026		\$504.55
Johnsons Home & Garden	8/5/2026		\$59.97
Kelley Create Co	8/5/2026		\$1,263.95
King County Finance	8/5/2026		\$1,145.50
Lake Side Doors Inc	8/5/2026		\$22,520.46

Language Line Services, Inc.	8/5/2026	\$35.07
Madrona Law Group LLC	8/5/2026	\$15,673.00
Maple Valley Plumbing & Pipeworks, Inc	8/5/2026	\$3,996.65
Maple Valley Signs, LLC	8/5/2026	\$92.74
Maria Moscoso	8/5/2026	\$170.00
McDonough & Sons, Inc.	8/5/2026	\$1,870.44
Mountain View Fire & Rescue	8/5/2026	\$3,179.44
Northstar Chemical Inc.	8/5/2026	\$3,496.37
Northwest Parking Equipment Company	8/5/2026	\$1,123.06
Office Products Nationwide	8/5/2026	\$297.14
Pape Machinery	8/5/2026	\$1,223.07
Parametrix, Inc.	8/5/2026	\$28,684.74
Arnson, Brandon	8/5/2026	\$5.00
Public Safety Testing, Inc	8/5/2026	\$257.00
Puget Sound Emergency Radio Network	8/5/2026	\$4,145.40
Reano Construction & Logging Inc.	8/5/2026	\$4,905.00
Regional Animal Services of King County	8/5/2026	\$15.00
RH2 Engineering Inc.	8/5/2026	\$18,173.34
SHI International Corp.	8/5/2026	\$1,719.69
Somer Johnson	8/5/2026	\$3,665.00
South Correctional Entity	8/5/2026	\$1,214.15
Stantec Consulting Services, Inc.	8/5/2026	\$2,925.00
State Auditor's Office	8/5/2026	\$6,265.45
Third Ave Eco Wash	8/5/2026	\$315.00
Thomson Reuters - West	8/5/2026	\$249.49
United Business Machines of WA Inc	8/5/2026	\$84.93
Valley Communications Center	8/5/2026	\$11,017.45
Varius Inc.	8/5/2026	\$42,006.00
VenTek International	8/5/2026	\$98.10
Washington State Patrol	8/5/2026	\$48.00
Water Management Laboratories, Inc.	8/5/2026	\$186.00
Sorci Family LLC	8/5/2026	\$15,037.82
King County Prosecuting Attorney	7/31/2026	\$132.43
Washington State Treasurer	7/31/2026	\$11,117.31
Tacoma Abatement Company, LLC	8/3/2026	\$959.20
AHBL, Inc.	8/19/2026	\$19,924.50
American Public Works Association	8/19/2026	\$471.00
APS, Inc	8/19/2026	\$441.45
Aramsco	8/19/2026	\$508.06
Auburn Sports & Marine, Inc.	8/19/2026	\$310.49
BERK Consulting, Inc	8/19/2026	\$9,803.65
Bud Clary Ford/Hyundai	8/19/2026	\$54,397.74
CenturyLink (WA)	8/19/2026	\$736.03
Confidential Data Disposal	8/19/2026	\$90.00

DD Printing Solutions	8/19/2026	\$1,629.56
Debbie Gill	8/19/2026	\$39.15
Ditch Witch West	8/19/2026	\$285.27
Elwalu LLC (Elephant Car Wash)	8/19/2026	\$105.85
Greg Hopkins	8/19/2026	\$20.38
Guardian Alliance Technologies, Inc.	8/19/2026	\$62.00
Johnsons Home & Garden	8/19/2026	\$531.79
KD Water Systems LLC	8/19/2026	\$414.20
King County Finance	8/19/2026	\$179,447.60
King County Prosecuting Attorney	8/19/2026	\$123.44
Law Office of Krista White Swain	8/19/2026	\$9,305.00
Les Schwab - Maple Valley	8/19/2026	\$263.93
LN Curtis & Sons	8/19/2026	\$239.25
Madrona Law Group LLC	8/19/2026	\$1,548.00
Maple Valley Black Diamond Chamber of Commerce	8/19/2026	\$500.00
Maria Moscoso	8/19/2026	\$170.00
McDonough & Sons, Inc.	8/19/2026	\$2,338.06
Office Products Nationwide	8/19/2026	\$127.01
Orkin Commercial Services	8/19/2026	\$172.88
Parametrix, Inc.	8/19/2026	\$13,580.00
Romanova, Larisa	8/19/2026	\$5.00
Puget Sound Energy	8/19/2026	\$1,899.30
Pye-Barker Fire & Safety LLC	8/19/2026	\$4,051.30
Raedeke Associates Inc	8/19/2026	\$2,270.76
RH2 Engineering Inc.	8/19/2026	\$50,753.29
Royal Towing Black Diamond	8/19/2026	\$415.67
Scott Hanis	8/19/2026	\$358.66
Severson's Building Maintenance	8/19/2026	\$3,325.00
Summit Law Group, PLLC	8/19/2026	\$308.00
Symbol Arts	8/19/2026	\$351.52
Tracy Williamson	8/19/2026	\$39.73
TrailersPlus	8/19/2026	\$8,176.28
TRM Wood Products Co. Inc.	8/19/2026	\$60.70
Valley Defenders	8/19/2026	\$27,750.00
Washington State Department of Ecology	8/19/2026	\$6,254.00
Washington State Treasurer	8/19/2026	\$10,981.31
CHS/Cenex Inc	6/30/2026	\$8,427.48
Comcast	6/30/2026	\$189.59
Dept of Licensing-Firearms Online	6/5/2026	\$78.00
First Bankcard	6/26/2026	\$15,482.86
Home Depot Credit Service	6/29/2026	\$677.04
Honey Bucket	6/30/2026	\$859.00
Invoice Cloud	6/8/2026	\$1,066.80

Merchant Card Services / Vantive Holding, LLC	6/9/2026	\$310.72
Puget Sound Energy	6/25/2026	\$16,050.63
Republic Services #176	6/22/2026	\$3,354.13
Tacoma Public Utilities	6/22/2026	\$22,299.26
US Bank Equipment Finance	6/10/2026	\$2,082.66
US Postal Service (CMRS-FP)	6/4/2026	\$600.00
Washington State Department of Revenue	6/26/2026	\$9,683.01
Williams Scotsman, Inc.	6/29/2026	\$10,865.12
Grand Total		\$810,458.65

City of Black Diamond

Payroll Register - July 2026

Number	Name	Fiscal Description	Amount
20638	Employee Paycheck	2026 - July - Month End	\$3,542.54
20639	BD Police Officers Association	2026 - July - Month End	\$1,320.00
20640	City of Black Diamond	2026 - July - Month End	\$1,025.00
20641	HRA VEBA	2026 - July - Month End	\$650.00
20642	Joseph Kaufman	2026 - July - Month End	\$223.20
20643	Minnesota Child Support Payment Ctr	2026 - July - Month End	\$460.00
20644	Teamsters Local 117	2026 - July - Month End	\$3,011.90
20645	TPSC Benefits	2026 - July - Month End	\$130.00
20646	Western States Police Medical	2026 - July - Month End	\$2,000.00
20647	Aflac	2026 - July - Month End	\$43.03
20648	Aflac	2027 - June - Month End	\$43.03
EFT June 2026 Aflac1	Aflac	2026 - June - Month End	(\$43.03)
EFT July 2026 DRS: DCP1	DOR - Deferred Comp	2026 - July - Month End	\$14,034.43
EFT July 2026 DRS: Ret1	Dept of Retirement Systems	2026 - July - Month End	\$65,208.49
EFT July 2026 ESD1	Employment Security Dept	2026 - July - Month End	\$1,128.74
EFT July 2026 Fed Taxes1	City of Black Diamond Taxes	2026 - July - Month End	\$149,985.37
EFT July 2026 L&I1	Dept of Labor and Industries	2026 - July - Month End	\$10,224.20
EFT July 2026 Medical Ins1	AWC Employee Benefit Trust	2026 - July - Month End	\$108,459.18
EFT July 2026 PFML1	PFML ESD	2026 - July - Month End	\$6,388.83
EFT July 2026 WA Cares1	WA Cares ESD	2026 - July - Month End	\$1,991.26
July 2026 Draw	Payroll - Draw	2026 - July - Month End	\$68,299.40
July 2026 Month End	Payroll - Month End	2026 - July - Month End	\$318,390.00
			\$756,515.57

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

Finance
Director

Karier Mason

Date 8-6-26

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of July 7, 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, Young (Zoom), Dal Santo, Reed

Councilmember Peterson **moved** to excuse Councilmember Deady from the meeting; **second** Councilmember Nielsen. Motion **passed** with all voting in favor (6-0).

ABSENT: Councilmember Deady (excused).

Staff present: Xavier Mason, Finance Director; Scott Hanis, Public Works Director; Hal H. Hart, Community Development Director; Rob Reed, IS Manager; Jamey Kiblinger, Police Chief; David Linehan, City Attorney; Kevin O'Neill, City Administrator; Brenda L. Martinez, City Clerk/HR Manager.

AGENDA REVIEW AND APPROVAL:

Councilmember Peterson **moved** to add an executive session immediately to the agenda to discuss the comprehensive plan appeal; **second** Councilmember Reed. Motion **passed** with all voting in favor (6-0).

Councilmember Peterson **moved** to approve the Agenda as amended; **second** Councilmember Reed. Motion **passed** with all voting in favor (6-0).

At 7:02 p.m. Mayor Adler announced that Council would be going into executive session pursuant to RCW 42.30.110(1)(i) to discuss with legal counsel litigation. The executive session was anticipated to last 15 minutes with possible action to follow. Council exited the Chambers into the patrol room.

Mayor Adler called the meeting back to order at 7:17 p.m.

PUBLIC COMMENTS:

Jim Stevens, Enumclaw spoke to Council.

Linda Stevens, Enumclaw spoke to Council.

Sherrie Evans, representing the Historical Society spoke to Council.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS: None

COMMITTEE REPORTS:

Budget/Finance/Administration Council Committee - Councilmember Nielsen reported working with staff and the committee on the process and needed information.

Public Works Council Committee – Councilmember Dal Santo reported on the parking study.

DEPARTMENT REPORTS:

1) AB26-075 – 2026 First Quarter Financial Report

Finance Director Mason reported to the Council on this item

CONSENT AGENDA:

Councilmember Nielsen asked to remove Item 7 from the consent agenda for discussion.

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

- 2) Claim Checks** – June 30, 2026, Check No. 57464 through Check No. 57515 and EFTs in the amount of \$ 590,336.55
- 3) Minutes** – Work Session of June 9, 2026, and Council Meeting of June 16, 2026
- 4) AB26-076** – April 2026 Monthly Financial Report
- 5) AB26-077** – Resolution Accepting 2025 SR169 Watermain Improvements Project
- 6) AB26-078** – Resolution Declaring 2006 John Deere Tractor and Shoulder Mower Attachment as Surplus and Use as Trade-In for New Mower from Pape Machinery
- 8) AB26-080** – Ordinance Adding New Chapter 10.34 to Title 10 of the Black Diamond Municipal Code, Vehicle and Traffic, Regulating E-Motorcycles, E-Bicycles, and Motorized Scooters, Amending Chapter 10.32, Skateboards, Roller Skates, Coasters, In-Line Skates, Motorized Foot Scooters, and Similar Devices for Consistency with the New Chapter
- 9) AB26-081** – Ordinance Amending Chapter 10.16 of the Black Diamond Municipal Code, Impounding and Storage of Vehicles, to Modernize the Chapter and to Add Provisions Regarding Towing Electric Motorcycles and Electric Bicycles and Motorized Scooters from Public Property and Rights-of-Way

10) AB26-082 – Motion Approving Quit Claim Deed in Favor of WSDOT, Releasing City's Easement Rights Over TPN 112106-9098 (aka Kombol Law Office Parcel)

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

11) AB26-083 – Resolution Adopting 2027 Budget Planning Calendar

Finance Director Mason reviewed this item with Council.

There were Council comments and a discussion.

Councilmember Peterson **moved** to approve Resolution No. 26-1754, adopting the 2026 Budget Planning Calendar for the 2027 Budget; **second** Councilmember Reed. Motion **passed** with all voting in favor (6-0).

12) AB26-084 – Resolution Approving Addendum 1 to Coalition of Small Cities Police Agencies Interlocal

Chief Kiblinger reported on this item

Councilmember Nielsen **moved** to approve Resolution No. 26-1755 authorizing the Mayor to Execute Addendum 1 to the Coalition of Small Police Agencies Interlocal Cooperation Agreement, permitting the University of Washington Police Department to join the coalition as a participating agency for a one-year evaluation period; **second** Councilmember Peterson. Motion **passed** with all voting in favor (6-0).

13) AB26-085 – Ordinance Amending Black Diamond Municipal Code 10.08.020 to Revert the Speed Limit on Roberts Drive to 25 Miles Per Hour

Public Works Director Hanis shared information on this item.

Councilmember Peterson **moved** to adopt Ordinance No. 26-1255 amending BDMC Section 10.08.020 to remove Roberts Drive from the list of streets with an increased speed limit above the state standard of twenty-five (25) miles per hour; **second** Councilmember Nielsen. Motion **passed** with all voting in favor (6-0).

14) AB26-086 Resolution Establishing Black Diamond Economic Vitality Grant Program

City Administrator O'Neill reported on this item.

There was discussion about establishing a grant limit on applications to maximize the grant monies so multiple businesses can receive funding. Also discussed was sending out a mailer to residents to support local businesses, and adding information about the upcoming local events.

Councilmember Peterson **moved** to adopt Resolution No. 26-1756 establishing the Economic Vitality Grant Program, authorize up to \$20,000 of previously allocated Highway 169 business support funding for the program, approve the program guidelines substantially in the form presented, and authorize the City Administrator to administer the program, execute grant agreements, and approve grant awards consistent with the adopted guidelines and available budget with the goal of administering to as many businesses; **second** Councilmember Reed.

Councilmember Nielsen **moved** to amend the motion to add that a maximum dollar amount of any grant to \$5,000. If there's a need for more money for one vendor, that request would come before Council; **second** Councilmember Reed. Motion **passed** 5-1 (Peterson).

Action: Main motion as amended **passed** 6-0.

15) Discussion – City's Sign Code

Councilmember Nielsen noted speaking to businesses and was told that having signage during the closure would help them.

Community Development Director Hart discussed some options, such as banners and boards, that could be available to businesses during the closure as long as they are within the sign codes.

Attorney Linehan shared that the code currently classifies temporary signs tied to events.

At 8:52 p.m. Councilmember Sorci left the meeting.

7) AB26-079 – Ordinance Amending the 2026 Salary Schedule

City Clerk/HR Manager Martinez reported on this item.

Councilmember Peterson **moved** to adopt Ordinance No. 26-1252, amending Ordinance No. 26-1248 – 2026 Salary Schedule Exhibit A for calendar year 2026; **second** Councilmember Nielsen. Motion **passed** with all voting in favor (5-0).

MAYOR'S REPORT:

Mayor Adler reported attending the AWC Annual Conference in Spokane and the groundbreaking of the new Evergreen Elementary School. He discussed the fire annexation and what the city would do with the cost savings if the annexation passed. He shared his vision with Council.

COUNCIL REPORTS:

Councilmember Reed reported getting informed about fire and the need for a plan if it doesn't pass. He shared receiving public feedback on fireworks. He continues to work with the budget committee to help give necessary feedback on discussions to get changes.

Councilmember Nielsen appreciated the vision Mayor Adler shared with Council and wondered what the safety money is being spent on. She shared some exciting news that Councilmember Young found a resident who has received a purple heart. She will take quick action on what it would take to be a purple heart city and has asked Councilmember Sorci to join her as a cosponsor for the project.

Councilmember Peterson thanked Mayor Adler for the priorities he presented. She reported attending the Save Druids Golf Course meeting and noted that Covington, Maple Valley, and Reagan Dunn have sent letters of support and hopes the city of Black Diamond will as well. She also attended the groundbreaking of the elementary school.

Councilmember Young shared being excited about the great community support for the groundbreaking of Evergreen Elementary School. He noted that he is unable to attend the Mountain View Fire & Rescue Board meeting on July 28th and asked for any Councilmember interested to reach out to him or Chief Judkins. He is grateful that the speed zone ordinance passed on Roberts Drive today. He asked that we consider putting in a dog park for the community since the one we had was lost with the new elementary school. He reminded everyone that Miners Day is this Saturday and hopes to see everyone there, and with summer in full swing, he encouraged everyone to drive slower.

Councilmember Dal Santo noted it would be nice if the city could help support Druids Glen Golf Course.

CITY ADMINISTRATOR REPORT:

City Administrator O'Neill addressed the need to write a letter on Druids Glen and have it added to the next meeting. Councilmember Nielsen expressed interest in helping with the letter. He noted that he and the Mayor will be meeting with Representatives Paul and Callan to share what is great about Black Diamond and to find out what kind of support they can give.

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Sherrie Evans, Black Diamond spoke to Council.

EXECUTIVE SESSION: None

ADJOURNMENT:

Councilmember Peterson **moved** to adjourn the meeting; **second** Councilmember Nielsen. Motion **passed** with all voting in favor (5-0). The meeting ended at 9:24 p.m.

ATTEST:

John Adler, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Work Session of July 14, 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 work session to order at 6:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT:

Councilmembers Deady, Peterson, Young (Zoom), Dal Santo, Reed (Zoom)

Councilmember Peterson **moved** to excuse Councilmember Nielsen from the meeting; **second** Councilmember Deady. Motion **passed** with all voting in favor (5-0).

Councilmember Peterson **moved** to excuse Councilmember Sorci from the meeting; **second** Councilmember Deady. Motion **passed** with all voting in favor (5-0).

ABSENT: Councilmember Nielsen and Sorci (excused)

Staff present: Mayor Adler; Kevin O'Neill, City Administrator; Jake Kapsandy, IT Tech II; and Carina Thornquist, Deputy City Clerk

WORK SESSION:

1) Continued Review of Council Rules of Procedure

City Administrator O'Neill shared that Council has already reviewed through Section 12; this meeting will begin at Section 13. Councilmembers went through the Rules of Procedure and discussed all items of concern or if they had questions.

Extensive back and forth discussion between City Administrator O'Neill and Councilmembers took place.

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Peterson. Motion **passed** with all voting in favor (5-0). The meeting ended at 6:20 p.m.

ATTEST:

John Adler, Mayor

Carina Thornquist, Deputy City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of July 21, 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, Young, Dal Santo, Reed

Councilmember Nielsen **moved** to excuse Councilmember Sorci from the meeting; **second** Councilmember Peterson. Motion **passed** with all voting in favor (6-0).

ABSENT: Councilmember Sorci (excused)

Staff present: Xavier Mason, Finance Director; Scott Hanis, Public Works Director; Hal H. Hart, Community Development Director; Michelle Wright, Interim Economic Development Director; Rob Reed, IS Manager; Jake Kapsandy, IT Tech II; Jamey Kiblinger, Police Chief; David Linehan, City Attorney; Kevin O'Neill, City Administrator; Brenda L. Martinez, City Clerk/HR Manager.

AGENDA REVIEW AND APPROVAL:

City Administrator O'Neill asked that item 8 and 9 be swapped on the agenda so 9 comes before 8.

Councilmember Peterson **moved** to approve the Agenda as modified; **second** Councilmember Nielsen. Motion **passed** with all voting in favor (6-0).

PUBLIC COMMENTS:

Renee Mix, Black Diamond spoke to Council.
Tom Ekberg, Black Diamond spoke to Council.
Bill Bryant, Black Diamond spoke to Council.
Kristen Bryant, Bellevue, spoke to Council.
Gary Jones, Black Diamond spoke to Council.
Philip Acosta, Black Diamond spoke to Council.
Gwen Reed, Black Diamond spoke to Council.
Johna Thomson, Black Diamond spoke to Council.
Nanette Stocks, Black Diamond spoke to Council.
Geoff Bowie, Black Diamond spoke to Council.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Proclamation – Washington State Museum Day

Councilmember Young read the proclamation into the record.

Proclamation – Purple Heart City

Councilmember Nielsen read the proclamation into the record.

COMMITTEE REPORTS:

Budget/Finance/Administration Council Committee – Councilmember Nielsen reported on the audit the city recently went through.

DEPARTMENT REPORTS:

2nd Quarter Police Report – Sergeant Riepl shared with the City Council the 2nd quarter statics for the police department.

Flock Update – Chief Kiblinger gave a update on the city's flock cameras and the newly adopted regulations that were signed into law on March 30, 2026.

CONSENT AGENDA:

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

- 1) **Claim Checks** – July 21, 2026, Check No. 57516 (Early Batch 1) in the amount of \$3,157.00, and Check No. 57517 through Check No. 57563 in the amount of \$415,177.72. Totaling \$418,334.72
- 2) **Payroll** – June 2026, Check No. 20629 through Check No. 20637 and EFTs in the amount of \$713,746.77
- 3) **AB26-087** – Resolution Authorizing the Acceptance of Fund Allocation between WSAOC and BD Municipal Court for a Therapeutic Court Program.
- 4) **AB26-088** – Resolution Authorizing the Mayor to Execute a Contract Renewal for Jaydn Bond for Case Manager Services for the Therapeutic Court Program.
- 5) **AB26-089** - Resolution Authorizing the Mayor to Execute a Contract Renewal for Somer Johnson for Program Coordinator for the Therapeutic Court Program.

- 6) **AB26-090** – Resolution Authorizing the Mayor to Accept the King County Youth and Amateur Sports Grant Agreement for Gym Floor.
- 7) **AB26-091** – Resolution for the Mayor to Approve a Consulting Services Agreement with Civic Forge for State Legislative Advocacy and Government Relations Services.

PUBLIC HEARINGS:

UNFINISHED BUSINESS:

NEW BUSINESS:

- 9) **AB26-093** – Summary of Sewer System

Public Works Director Hanis updated the Council on this item.

A few Councilmembers were interested in having a King County representative come and address Council's questions.

- 8) **AB26-092** – Update on Pipeline Road and MPD

Interim MDRT Director Wright provided an update on Pipeline Road and Brian Ross of Oakpointe shared a PowerPoint presentation highlighting updates within the Ten Trails and Lawson Hills MPDs.

- 10) **AB26-094** – Resolution Regarding Letter of Support for Druids Glen

Councilmember Peterson and Mayor Adler shared information on this item.

Councilmember Peterson **moved** to approve Resolution No. 26-1762 expressing the City Council's support for preservation of the Druids Glen property as open space and authorizing the Mayor to transmit the attached letter to King County on behalf of the Black Diamond City Council; **second** Councilmember Young. Motion **passed** with all voting in favor (6-0).

- 11) **AB26-095** – Resolution Regarding the Strategic Plan Contract Amendment

City Administrator O'Neill reported on this item.

Councilmember Deady **moved** to approve Resolution No. 26-1763 authorizing the Mayor to enter into a Professional Services Agreement with Berk Consulting to provide staff engagement services; **second** Councilmember Young. Motion **passed** with all voting in favor (6-0).

MAYOR'S REPORT: No report

COUNCIL REPORTS:

Councilmember Dedy reported on her disappointment regarding the lack of representation and preparation at the Miners Day event and that she hopes to see a drastic change in how the city handles public engagement and local events moving forward. She shared that despite that Miners Day was a success and thanked the sponsors. She touched on the Railroad Avenue parking study. She thanked Mr. Ceccato for his service and is hoping we can get him involved in the Labor Day parade. She noted this is the 10-year anniversary for the city-wide garage sale.

Councilmember Nielsen thanked everyone for their support on the purple heart. She is looking forward to sharing more information about the formal unveiling ceremony and asked fellow councilmembers what their thoughts were as to where the purple heart signage should be placed where it has the most visibility. There was a discussion on placement areas.

Councilmember Peterson reported she has been out in the community encouraging people to vote on Prop 1. She shared attending the Disney event at Ten Trails and at least half the people that attended were not from our community, so we are drawing people in. She also attended the Maple Valley Kids Day, and it was a fantastic event for the kids. She is excited about what we are doing with our park program. She appreciated the Ten Trails update and hopes that people see that the city has benefited immensely from the investment from Oakpointe.

Councilmember Young shared missing the Kids Day and noted he will be at conference for work next week and will not be able to attend the Board of Commissioners meeting with Mountain View Fire and Rescue. He thanked MVFR for their help with the recent incidents.

Councilmember Dal Santo – no report.

Councilmember Reed shared attending Miners Day and congratulated Spain on the world cup win. He mentioned that with passing the recent e-bike ordinance there were some unintended consequences and we need to get those looked at so the little kids can still ride the smaller scooters. He noted being at a budget and finance work session through AWC next month.

CITY ADMINISTRATOR REPORT:

City Administrator O'Neill apologized for the lack of staff attendance at Miners Day Event and he is making sure that staff attends future events.

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Kristen Bryant, Bellevue spoke to Council.

EXECUTIVE SESSION: RCW 42.30.110(1)(i) – Litigation Updates

At 10:09 p.m. Mayor Adler announced that Council would be going into an executive session to discuss with Legal Counsel litigation pursuant to RCW 42.30.110(1)(i). The executive session was anticipated to last 20 minutes with no action to follow.

At 10:29 p.m. a ten-minute extension to the executive session was announced.

At 10:39 p.m. Mayor Adler called the meeting back to order.

ADJOURNMENT:

Councilmember Peterson **moved** to adjourn the meeting; **second** Councilmember Young. Motion **passed** with all voting in favor (6-0). The meeting ended at 10:40 p.m.

ATTEST:

John Adler, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Special Meeting of July 22, 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:

PRESENT: Councilmembers Deady, Nielsen, Peterson, Sorci, Young, Dal Santo, Reed

ABSENT: None

Staff present: Jake Kapsandy, IT Tech II; Kevin O'Neill, City Administrator; Hal Hart, Community Development Director; David Linehan, City Attorney; Brenda L. Martinez, City Clerk/HR Manager.

PUBLIC COMMENTS:

Brian Derdowski, Enumclaw spoke to Council.

EXECUTIVE SESSION:

1) To Discuss with Legal Counsel Litigation Pursuant to RCW 42.30.110(1)(i).

At 6:04 p.m. Mayor Adler announced that Council would be going into executive session to discuss with legal counsel litigation pursuant to RCW 42.30.110(1)(i). The executive session was expected to last 30 minutes with possible action to follow.

At 6:34 p.m. a 30-minute extension to the executive session was announced.

At 7:04 p.m. another 30-minute extension was announced.

At 7:34 p.m. a 20-minute extension was announced.

At 7:54 p.m. a ten-minute extension was announced.

Mayor Adler called the meeting back to order at 8:04 p.m.

City Administrator O'Neill announced there is a brief delay as Council is waiting for a document to be printed and distributed.

Councilmember Peterson **moved** to adopt a resolution (number to be assigned by the clerk) declaring the Council's intent to amend the 2024-2044 Comprehensive Plan as follows:

WHEREAS, on June 26, 2025, the City Council held a duly notice public hearing on the 2024-2044 Comprehensive Plan update; and

WHEREAS, the City Council voted to adopt the 2024-2044 Comprehensive Plan on October 16, 2025 via Ordinance No. 25-1235, and subsequently adopted a correction to the 2024-2044 Comprehensive Plan via Ordinance No. 25-1243; and

WHEREAS, following receipt of additional public input and concerns about various elements of the Plan, which the Council appreciates and finds value in, the City Council has now concluded that the 2024-2044 Comprehensive Plan would benefit from re-examination of relevant underlying data, correction of identified errors, and reconsideration of the policies incorporated therein; and

WHEREAS, the City Council believes it is in the best interests of the City to reconsider the 2024-2044 Comprehensive Plan, including a thorough peer review by neutral third-party experts, City staff, the Planning Commission, and City Council, of the Transportation, Land Use, Housing, Capital Facilities, and other elements of the Plan with the goal of developing an improved Comprehensive Plan document; and

WHEREAS, reconsidering the 2024-2044 Comprehensive Plan would also allow the City to better harmonize forthcoming amendments to the City's development regulations with any revisions to the Comprehensive Plan;

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

Section 1. Intent to Amend 2024-2044 Comprehensive Plan. The City Council hereby declares its intent to amend the 2024-2044 Comprehensive Plan previously adopted via Ordinance Nos. 25-1235 and 25-1243. The City Council requests that the Administration convene all appropriate staffing and neutral outside consultant resources necessary for peer review to verify the data and assumptions on which the 2024-2044 Comprehensive Plan was based and bring a report to the City Council with recommendations as to whether the Plan should be repealed in whole or in part, or whether specific elements of the Plan should be amended to address errors or inconsistencies in the current Plan. Following receipt and consideration of said report, the Council will determine an appropriate course of action. To the extent additional budget resources are required, the City Council requests that necessary budget amendments be brought to the Council for review and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND AT A SPECIAL MEETING THEREOF ON THE 22ND DAY OF JULY, 2026.

Second Councilmember Deady.

There was Council discussion.

Council Action: Motion **passed** with all voting in favor (7-0).

NEW BUSINESS:

2) Possible Council Discussion of Comprehensive Plan

None

ADJOURNMENT:

Councilmember Dedy **moved** to adjourn the meeting; **second** Councilmember Young . Motion **passed** with all voting in favor (7-0). The meeting ended at 8:13 p.m.

ATTEST:

John Adler, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Special Meeting of July 24, 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 5:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

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

ABSENT: None

Staff present: Jake Kapsandy, IT Tech II; Rob Reed ; IS Manager (Zoom); Kevin O'Neill, City Administrator; Hal Hart, Community Development Director; David Linehan, City Attorney; Brenda L. Martinez, City Clerk/HR Manager.

PUBLIC COMMENTS:

Gary Jones, Black Diamond spoke to Council.

EXECUTIVE SESSION:

1) To Discuss with Legal Counsel Litigation Pursuant to RCW 42.30.110(1)(i).

At 5:06 p.m. Mayor Adler announced that Council would be going into executive session to discuss with legal counsel litigation pursuant to RCW 42.30.110(1)(i). The executive session was expected to last 30 minutes with possible action to follow.

At 5:36 p.m. a 20-minute extension to the executive session was announced.

Mayor Adler called the meeting back to order at 5:56 p.m.

Councilmember Deady **moved** to adopt Ordinance No. 26-1256 an Ordinance of the City Council of the City of Black Diamond, King County, Washington, repealing the 2024-2044 Comprehensive Plan; provisionally reinstating the 2019 Comprehensive Plan; establishing a preliminary work plan; providing for severability; and providing that the Ordinance will take effect immediately if approved by a majority plus one of the full Council; **second** Councilmember Peterson.

City Attorney Linehan summarized the contents of the ordinance.

Public Comments:

Kristen Bryant, Bellevue spoke to Council.

Council Action – Motion **carried** with all voting in favor (7-0).

NEW BUSINESS:

2) Possible Council Discussion of Comprehensive Plan

None

ADJOURNMENT:

Councilmember Dedy **moved** to adjourn the meeting; **second** Councilmember Young . Motion **passed** with all voting in favor (7-0). The meeting ended at 6:04 p.m.

ATTEST:

John Adler, Mayor

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution authorizing the acceptance of fund allocation agreement between the Washington State Administrative Office of the Courts and Black Diamond Municipal Court for a Therapeutic Court Program.	Agenda Date: August 18, 2026 AB26-098	
	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	
	Police – Chief Kiblinger	
	Public Works – Scott Hanis	
Cost Impact (see also Fiscal Note): \$4,689	Court – Judge Swain/Tawnya Parks	X
Fund Source: State Appropriation through Administrative Office of the Court		
Timeline: July 2026 to June 2027		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Resolution, Grant Agreement		
SUMMARY STATEMENT: Black Diamond Municipal Court was chosen to receive a grant from the Administrative Office of the Courts to continue its Pretrial Monitoring Program. This program started in 2025 and is used to provide additional monitoring with drug and alcohol testing, assistance with connections to services, and to confirm compliance with all court ordered conditions of release in pretrial matters. FISCAL NOTE (Finance Department): Acceptance of the grant from the Administrative Office of the Courts to establish a Pretrial Monitoring Program requires a budget amendment of \$4,689 to cover additional expenses incurred in the current fiscal year, resulting from differences between Black Diamond's and the State's fiscal calendars. The remaining \$4,689 for 2027 will be incorporated into the 2027 projected revenues and expenditures.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 26-1765, authorizing the acceptance of funds for Pretrial Services from the Administrative Office of the Court and authorizing execution of the agreement.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
August 18, 2026		

RESOLUTION NO. 26-1765

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE CITY COUNCIL TO ACCEPT ALLOCATED FUNDS FROM THE ADMINISTRATIVE OFFICE OF THE COURT FOR A PRETRIAL SERVICES PROGRAM AND AUTHORIZING EXECUTION OF THE AGREEMENT.

WHEREAS, the Black Diamond Municipal Court applied for a grant from the Administrative Office of the Courts to continue the Pretrial Services Program; and

WHEREAS, the Administrative Office of the Courts awarded Black Diamond Municipal Court the funds to be used to identify individuals before Black Diamond Municipal Court who need additional monitoring to verify compliance with pretrial conditions of release; and

WHEREAS, the funds allocation will run from July 2026 to June 2027;

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

Section 1. The City Council hereby accepts the Administrative Office of the Court's allocation in the amount of \$9,378.00 to continue the Pretrial Monitoring Program and authorizes execution of the agreement.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18TH DAY OF AUGUST, 2026.

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk



INTERAGENCY AGREEMENT

AOC3356

BETWEEN

WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS

AND

BLACK DIAMOND MUNICIPAL COURT

1. PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC or Procuring Agency", and Black Diamond Municipal Court referred to as "Court".

2. PURPOSE

The purpose of this Agreement is to reimburse Court with costs related to assistance associated with the pretrial project in accordance with AOC's award letter issued to Court and the Appendix of this Agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. STATEMENT OF WORK

The Court shall:

- a. Ensure funds are used to help create pretrial release and pretrial support options for the Court, in accordance with specific language used in award letter sent to Court (refer to appendix A).
- b. Attend planning meeting to address the following: disbursement of funds, meeting schedule through fiscal year 2027, training and technical assistance, and data collection and reporting.
- c. Participate in virtual technical assistance calls from August 2026 - June 2027 to support best practice implementation strategies related to SCRAM/EHM/GPS and related monitoring services, as well as general pretrial fundamentals.
- d. Re-allocate unspent funds for training related to pretrial fundamentals and organization development. If there are any remaining funds after this action has

taken place, these funds will be reallocated through Revenue Sharing process detailed in section 7 of this agreement.

- e. Track and provide monthly data outcomes as agreed upon with the training and technical assistance team.
- f. Provide reports no later than the due date on the tenth day (10th) of each month. These should be submitted alongside the A19 to the AOC Program Managers via email at pretrialservices@courts.wa.gov.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 07/01/2026, and end on 06/30/2027, unless terminated sooner or extended, as provided herein.

5. COMPENSATION

AOC will reimburse the Court a total compensation not to exceed **\$9,378** for payments made during the period from 07/01/2026, through 06/30/2027, related to the purpose of this agreement.

Procuring Agency may extend the term of this Agreement or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Agreement.

6. INVOICES; BILLING; PAYMENT

The Court will submit properly prepared itemized invoices via email on an A19 form to AOC Program Managers. Invoices shall be submitted no more than once a month. Incorrect or incomplete A19s shall be returned by AOC to the Court for correction or reissuance. All A19s shall provide and itemize, at a minimum, the following:

- Agreement Number: AOC3356
- Court name, address and phone number
- Description of Reimbursement
- Date(s) Services were provided
- Receipt(s) if applicable
- Total Reimbursement

Payment will be considered timely if made by the AOC within thirty (30) calendar dates of receipt of a properly prepared A19. No A19 shall be submitted until after a deliverable has been accepted by the AOC Program Managers.

The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Agreement.

7. REVENUE SHARING

- a. AOC, in its sole discretion, may initiate revenue sharing. If AOC determines the Court may not spend all funds or spend more funds available under the

Agreement, then AOC may reduce or increase the Agreement amount. AOC PM will notify the Court that funding will be reallocated.

- b. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A19 to AOC Program Manager by July 15, 2027.

8. AGREEMENT MANAGEMENT

The AOC Program Managers and Court Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Agreement. The parties may change administrators by written notice.

AOC Program Managers	Court Program Manager
Jennefer Johnson PO Box 41170 Olympia, WA 98504-1170 Jennefer.Johnson@courts.wa.gov (360) 704-4079 Lillian Hawkins Lillian.Hawkins@courts.wa.gov (360) 704-5562	Tawnya Parks 25510 Lawson Street Black Diamond, WA 98010 tparks@blackdiamondwa.gov (360) 851-4490

9. RECORDS, DOCUMENTS, AND REPORTS

- a. Records Retention. The Agency shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The agency will retain all books, records, documents, and other material relevant to this contract as required, a minimum of six (6) years after end of period of performance (including all amendments to extend) or termination of the agreement or as otherwise specified and make them available for inspection by persons authorized under this provision. If any litigation, claim, or audit is commenced prior to the expiration of the required retention period, such period shall extend until all such litigation, claims, or audits have been resolved.

- b. Public Records. It is the policy of the Administrative Office of the Courts to facilitate access to its administrative public records. This Agreement and related records are subject to disclosure under General Court Rule 31.1. For additional information, please contact the AOC Public Records Officer.

10. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

11. RESPONSIBILITY OF THE PARTIES

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

12. DISPUTE RESOLUTION

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County, and those two appointed members will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

13. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.

- c. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- f. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.
- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- n. Right of Inspection. The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the State of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.
- o. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- p. Termination for Cause. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
- q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.
- r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Court through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Court. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

- s. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Court a minimum of seven (7) calendar days before the suspension date. Court shall resume performance on the first business day following the suspension period unless another day is specified in writing by AOC prior to the expiration of the suspension period.
- t. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**WASHINGTON STATE ADMINISTRATIVE
OFFICE OF THE COURTS**

**BLACK DIAMOND MUNICIPAL COURT
PRETRIAL PROGRAM**

Kerra Lynch
Signature

7/29/2026
Date

Signature

Date

Kerra Lynch
Name

John Adler
Name

Associate Director, MSD
Title

Mayor- City of Black Diamond
Title

Appendix A. Use of Funds for Pretrial Agreements

In accordance with language in the award letter individually issued and distributed to Court, funds under this Agreement may be used for one of the following as noted below:

Court Specific needs	Funding Options
	EHM, SCRAM, Testing, Transportation and Ignition Interlock.
	Continued use of EHM and related monitoring services.
√	Testing, MyCase pretrial application, Court Services Specialist.
	Continued use of EHM, Alcohol Monitoring, and substance testing.
	Assessment, process mapping, workflow/data, procedural justice, and translation tools.
	Continued use of DIMS software and related training for implementation.
	Pretrial text and email notifications system.
	Site visit, training, and text reminders system.
	License supports, bus services, supportive services and staff to implement.
	ORAS assessments and .5FTE.
	Drug patching, GPS, and Scram.
	Initiating an EMH program and associated costs.
	Training and EHM.
	EHM and SCRAM services.
	SCRAM, EHM, and Drug patches.
	Collaboration with CJI.
	Electronic monitoring and related monitoring services.
	NAPSA memberships/certifications, NAPSA conference and related expenses.
	Pretrial EHM and SCRAM program.
	Providing text reminders to defendants.
	Cell phone pilot project.
	Partnership with Better Life Community Development Corporation and the services they provide.
	ORAS-CSST training and associated costs, and local site visits.
	Software, transportation and client supports.
	SCRAM/EHM, evaluations, transportation, ignition interlock devices and substance abuse testing.
	Software, training, hygiene items, and transportation supports.

In addition to the specific use listed for Court in the award letter, funds shall also be allowed for the following without prior AOC approval:

- NAPSA membership, NAPSA certification test, bus passes, Drug testing, alcohol monitoring, EHM, software, technology, hygiene kits, supportive services, evaluations and training.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution authorizing the acceptance of fund allocation agreement between the Washington State Administrative Office of the Courts and Black Diamond Municipal Court for a Therapeutic Court Program.	Agenda Date: August 18, 2026	
	AB26-099	
	Mayor John Adler	
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Hal Hart	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$5,000	Public Works – Scott Hanis	
Fund Source: Grant from Administrative Office of the Court		
Timeline: July 2026 to June 2027	Court – Judge Swain/Tawnya Parks	X
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Resolution, Grant Agreement		
SUMMARY STATEMENT: Black Diamond Municipal Court was chosen to receive a grant from the Administrative Office of the Courts to begin a Post Judgment Services Monitoring Program. This program will be used to provide additional monitoring for all conditions imposed upon a criminal case disposition; including but not limited to: drug and alcohol testing, assistance with connections to services, and to confirm compliance with all court ordered conditions of release in post disposition matters. FISCAL NOTE (Finance Department): Acceptance of the grant from the Administrative Office of the Courts to establish a Post-Judgment Services Monitoring Program requires a budget amendment of \$5,000 to cover additional expenses incurred in the current fiscal year, resulting from differences between Black Diamond's and the State's fiscal calendars. The remaining \$5,000 for 2027 will be incorporated into the 2027 projected revenues and expenditures.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 26-1766, authorizing the acceptance of funds for Post Judgment Monitoring Services from the Administrative Office of the Court and authorizing execution of the agreement.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 18, 2026		

RESOLUTION NO. 26-1766

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE CITY COUNCIL TO ACCEPT
ALLOCATED FUNDS FROM THE ADMINISTRATIVE
OFFICE OF THE COURT FOR A POST JUDGMENT
SERVICES PROGRAM AND AUTHORIZING EXECUTION
OF THE AGREEMENT**

WHEREAS, the Black Diamond Municipal Court applied for a grant from the Administrative Office of the Courts to begin a Post Judgment Services Program; and

WHEREAS, the Administrative Office of the Courts awarded Black Diamond Municipal Court the funds to be used to identify individuals before Black Diamond Municipal Court who need additional monitoring to verify compliance with conditions of disposition; and

WHEREAS, the funds allocation will run from July 2026 to June 2027;

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

Section 1. The City Council hereby accepts the Administrative Office of the Court's allocation in the amount of \$10,000.00 to continue the Pretrial Monitoring Program and authorizing execution of the agreement..

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18TH DAY OF AUGUST, 2026.

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk



WASHINGTON COURTS

INTERAGENCY AGREEMENT

BETWEEN

WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS

AOC3473

AND

BLACK DIAMOND MUNICIPAL COURT

FOR

POST-CONVICTION ALTERNATIVES TO INCARCERATION

1. PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC or Procuring Agency," and Black Diamond Municipal Court, referred to as "Court". The AOC and the Court may be referred to individually as a "Party" and collectively as the "Parties".

2. PURPOSE

The purpose of this Agreement is to provide pass through funding to the intended Courts or agencies to support expansion of access to post-conviction alternatives to incarceration, with emphasis on ensuring equitable opportunities for indigent individuals to pursue sentencing options beyond full confinement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. STATEMENT OF WORK

The Court shall:

- a. Use the funds in accordance with AOC's award letter issued to Court and the Appendix of this Agreement for post-conviction incarceration initiatives.

- b. Ensure funds are secured from Court's local funding authority prior to the start of performance of this agreement. Funds will be reimbursed to the Court by AOC in accordance with section 6 of this agreement.
- c. Attend one of two onboarding sessions to address requirements of the awarded funding, including: disbursement of funds, meeting schedule through fiscal year 2026, track and provide monthly data outcomes on the provided form or agreed upon method, contracting with AOC and the forms and process for obtaining reimbursement.
- d. Meet with AOC monthly for technical assistance.
- e. Reallocate unspent funds for training related to post-conviction and organization development. If there are any remaining funds after this action has taken place, these funds will be reallocated through Revenue Sharing process (refer to section 7).
- f. Provide data reports no later the tenth day (10th) of each month. These should be submitted alongside the A19 to the AOC Staff Program Manager via email.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 07/01/2026, and end on 06/30/2027, unless terminated sooner or extended, as provided herein.

5. COMPENSATION

AOC will reimburse the Court total compensation not to exceed **\$10,000** for payments made during the period from 07/01/2026, through 06/30/2027, related to the purpose of this agreement.

Procuring Agency may extend the term of this Contract or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Contract.

6. INVOICES; BILLING; PAYMENT

The Court will submit properly prepared itemized invoices via email on an A19 form to AOC Program Manager. Invoices shall be submitted no more than once a month. Incorrect or incomplete A19s shall be returned by AOC to the Court for correction or reissuance. All A19s shall provide and itemize, at a minimum, the following:

- Contract Number: AOC3473
- Court name, address and phone number
- Description of Reimbursement
- Date(s) Services were provided
- Receipt(s) if applicable
- Total Reimbursement

Payment will be considered timely if made by the AOC within thirty (30) calendar dates of receipt of a properly prepared A19. No A19 shall be submitted until after a deliverable has been accepted by the AOC Program Manager.

The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Contract.

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- a. AOC, in its sole discretion, may initiate revenue sharing. If AOC determines the Court may not spend all funds or spend more funds available under the Agreement, then AOC may reduce or increase the Agreement amount. AOC PM will notify the Court that funding will be reallocated.
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The AOC Program Managers and Court Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Contract. The parties may change administrators by written notice.

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(including all amendments to extend) or termination of the agreement or as otherwise specified and make them available for inspection by persons authorized under this provision. If any litigation, claim, or audit is commenced prior to the expiration of the required retention period, such period shall extend until all such litigation, claims, or audits have been resolved.

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13. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto. In revenue sharing procedures AOC will issue a unilateral amendment.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.
- c. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- f. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.
- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- n. Right of Inspection. The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the State of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.
- o. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- p. Termination for Cause. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
- q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.

- r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Court through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Court. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

- s. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Court a minimum of seven (7) calendar days before the suspension date. Court shall resume performance on the first business day following the suspension period unless another day is specified in writing by AOC prior to the expiration of the suspension period.
- t. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

WASHINGTON STATE ADMINISTRATIVE OFFICE
OF THE COURTS

BLACK DIAMOND MUNICIPAL COURT POST-CONVICTION ALTERNATIVES TO INCARCERATION

Terra Lynch 7/30/2026

 Signature Date

Signature
Date

Kerra Lynch
Name

John Adler
Name

Associate Director, MSD

Title

Mayor- City of Black Diamond

Title

Appendix A. Use of Funds for Post-Conviction Alternatives to Incarceration

In accordance with language in the award letter individually issued and distributed to Court, funds under this Agreement may be used for one of the following:

Court Specific needs	Funding Options
	EHM, SCRAM, bus passes, MRT, evaluations, DV MRT, drug testing, and ignition interlock.
√	Testing, treatment and implementation of those services by court specialist.
	SCRAM, EHM, Victim panels, MRT, anger management, theft class and evaluations
	Consultant Assessment, CAP infrastructure, materials, training and translation/communication tools.
	DV/MRT and class expansion.
	DV/ MRT, EHM and SCRAM.
	Transportation, evaluations, SCRAM and IID.
	EHM, SCRAM, assessments, treatment and testing for drugs and alcohol.
	A/DIS, DV MRT training and materials, victim impact panel and staff to help implement.
	Victim Impact, pocketalk, and bus vouchers.
	DV MRT, Impact panels and motivational interviewing.
	EHM, SCRAM, Treatment, and transportation.
	EHM, MRT, Training, IID and alcohol monitoring.
	Developing a statewide application.
	MRT, EHM, Victim impact panel, and evaluations.
	EHM, SCRAM, IID, Testing, Treatment and MRT.
	EHM and related monitoring services.
	MRT, Evaluations, victim panels, transportation and training.
	DVMRT training and classes, as well as transportation supports.
	APPA certification program.
	EHM and related monitoring services.
	Post-conviction management tools such as Carey Guides.
	DV MRT workbooks, interpreter.
	EHM, IID, DVMRT, transportation and evaluations.
	IID, licensing, DV treatment and assessments.
	Behavioral modification clinic supplies and materials, as well as staff support to implement.

In addition to the specific use listed for Court in the award letter, funds shall also be allowed for the following without prior AOC approval:

- NAPSA membership, NAPSA certification test, bus passes, Drug testing, alcohol monitoring, EHM, software, technology, hygiene kits, supportive services, evaluations and training.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Approval of a Professional Services Agreement Amendment with RH2 Engineering, Inc. for Interim Master Development Review Team (MDRT) Director Services	Agenda Date: August 18, 2026	
	AB26-100	
	Mayor John Adler	
	City Administrator - Kevin O'Neill	X
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Hal Hart	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):	Public Works – Scott Hanis	
Fund Source:	Court – Judge Swain/Tawnya Parks	
Timeline:		
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, ensuring development proposals are reviewed efficiently and in accordance with City codes, engineering standards, and applicable development agreements. In March 2026, the City entered into a Professional Services Agreement with RH2 Engineering, Inc., to provide interim MDRT Director services and advisory support while the City evaluates the long-term structure and operational framework of the program. Since execution of the original agreement, the City has refined its needs for interim MDRT services. RH2 has continued to provide leadership and coordination of development review activities, including oversight of MDRT meetings, coordination of City staff and consultant reviews, project administration, consultant contract management, and strategic guidance on development review processes. The City has determined that these services remain necessary to ensure continuity of operations while organizational improvements continue to be evaluated. Contract Amendment No. 1 revises the scope of work to include additional City-requested services under each of the original work tasks, extends the term of the agreement through March 31, 2027, and increases the contract authorization by \$291,955, for a revised total authorization of \$481,955. All other terms and conditions of the original agreement remain unchanged. Approval of this amendment will allow RH2 Engineering to continue providing interim MDRT leadership and project coordination, ensuring development review activities remain consistent, responsive, and well-managed while the City completes its evaluation of the long-term MDRT		

organizational structure.

FISCAL NOTE (Finance Department): The increased contract authorization will increase the total amount for services to \$481,955. The costs incurred in 2026 will need a budget amendment. Costs incurred during 2027 will be included within the 2027 Annual Budget process.

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. 26-1767 approving Contract Amendment No. 1 with RH2 for interim Master Development Review Team Director services and authorize the Mayor to sign the amendment.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
March 17, 2026	Approval of Resolution No. 26-1736	Approved
August 18, 2026		

RESOLUTION NO. 26-1767

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, APPROVING CONTRACT AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH RH2 ENGINEERING, INC., FOR INTERIM MASTER DEVELOPMENT REVIEW TEAM (MDRT) DIRECTOR SERVICES

WHEREAS, the City of Black Diamond utilizes the Master Development Review Team (MDRT) to coordinate review of development proposals within the City's master planned development area and to ensure projects are reviewed in accordance with City codes, engineering standards, and applicable development agreements; and

WHEREAS, on March 26, 2026, the City entered into a Professional Services Agreement with RH2 Engineering, Inc., to provide interim MDRT Director services and advisory support while the City evaluates the long-term organizational structure and operational framework of the MDRT program; and

WHEREAS, the City has determined that continued interim MDRT leadership and coordination services are necessary to maintain efficient development review operations and to support ongoing project administration; and

WHEREAS, Contract Amendment No. 1 revises the scope of work to include additional City-requested services, extends the agreement through March 31, 2027, and increases the contract authorization by \$291,955, for a total contract authorization of \$481,955; and

WHEREAS, the City Council finds that approval of Contract Amendment No. 1 is in the best interests of the City and will ensure continuity of development review services while the City completes its evaluation of the long-term MDRT program structure.

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

Section 1. The City Council hereby approves Contract Amendment No. 1 to the Professional Services Agreement with RH2 Engineering, Inc., for Interim Master Development Review Team (MDRT) Director Services, substantially in the form presented to the City Council.

Section 2. The Mayor is hereby authorized to execute Contract Amendment No. 1 and to take such other actions as are necessary to implement the amendment consistent with this Resolution.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18TH DAY OF AUGUST,
2026.**

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk

City of Black Diamond
Contract Amendment No. 1
Interim MDRT Director Services

RH2 Project No. BD 0260081.00

In accordance with our Professional Services Contract for Interim Master Development Review Team Director Services, dated March 26, 2026, this is an authorization to revise the project parameters as described below. The work will be performed and invoiced using the terms and conditions listed in the original agreement, plus previous amendments.

This Amendment modifies the following elements of the Agreement:

The City of Black Diamond (City) has refined the request for RH2 Engineering, Inc., to provide interim Master Development Review Team services. Each subtask in the original scope of work is hereby amended to include additional effort for RH2 to provide City-requested services. Unless specifically revised herein, all assumptions, deliverables, and other terms and provisions of the original scope of work and Agreement remain unchanged.

The period of performance for this Agreement will be extended to March 31, 2027.

The engineering fee authorization (Exhibit A) will increase by \$291,955 for a total authorization amount of \$481,955.

Please sign this authorization in the space provided below and return to RH2 Engineering, Inc., by mail at the address below, or by email to Contracts@RH2.com.

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

City of Black Diamond
24301 Roberts Drive, PO Box 599
Black Diamond, WA 98010

SIGNATURE

DATE

SIGNATURE

DATE

PRINT NAME & TITLE

PRINT NAME & TITLE

EXHIBIT A

Fee Estimate

Amendment No. 1

City of Black Diamond

Interim MDRT Director

Jul-26

Description		Total Hours	Total RH2 Labor	Total Expense	Total Cost
Task 1	Assessment of Existing MDRT	81	\$ 25,029	\$ 626	\$ 25,655
Task 2	Lead MDRT Department	430	\$ 132,464	\$ 4,233	\$ 136,697
Task 3	Manage Consultant Contracts	246	\$ 74,389	\$ 1,860	\$ 76,249
Task 4	Project Administration	83	\$ 22,785	\$ 570	\$ 23,355
Task 5	Management Reserve	98	\$ 29,137	\$ 863	\$ 30,000
PROJECT TOTAL		938	\$ 283,804	\$ 8,151	\$ 291,955

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: An amendment to the interlocal agreement for inmate housing with the South Correctional Entity.	Agenda Date: August 18, 2026 AB26-101	
	Mayor John Adler	
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Hal Hart	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	
Cost Impact (see also Fiscal Note): .5% per day/ Unknown	Police – Chief Kiblinger	X
Fund Source: General Fund	Public Works – Scott Hanis	
Timeline:	Court – Judge Swain/Tawnya Parks	
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Resolution; Amendment; Rate Sheet		
SUMMARY STATEMENT: Currently the City of Black Diamond contracts with SCORE (South Correctional Entity) for inmate housing. Effective January 1, 2027, SCORE's daily rates for non-guaranteed beds will increase by .5%. 2026 vs. 2027 rates are listed below. 2027 rates: Daily Housing Rates General Population – Guaranteed Beds \$171.26 General Population – Non-Guaranteed Beds \$235.02 Daily Rate Surcharges: Mental Health – Residential Beds \$187.78 Medical – Acute Beds \$256.28 Mental Health – Acute Beds \$328.31 Booking Fee \$99.75 Transport/Security Fee \$98.70/hr. Virtual Court Admin Fee \$78.75 2026 rates: Daily Housing Rates General Population – Guaranteed Beds \$155.69 General Population – Non-Guaranteed Beds \$233.83 Daily Rate Surcharges: Mental Health-Residential Beds: \$178. 84 Medical-Acute Beds \$244.07		

Mental Health \$312.68
Booking Fee \$95.00
Transport/Security Fee \$94.00/hr.
Virtual Court Admin Fee \$75.00

FISCAL NOTE (Finance Department): The changes within the ILA with SCORE will be reflected within the 2027 budget process.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 26-1768 authorizing the Mayor to execute an addendum to the agreement for inmate housing with South Correctional Entity for 2027.**

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 18, 2026		

RESOLUTION NO. 26-1768

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM
TO THE AGREEMENT FOR INMATE HOUSING WITH
SOUTH CORRECTIONAL ENTITY FOR 2027.**

WHEREAS, the City is authorized by Chapter 39.34 RCW to enter into agreements with other governmental jurisdictions; and

WHEREAS, currently the City of Black Diamond contracts with the South Correctional Entity for Inmate Housing;

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 an addendum to the Inmate Housing Agreement with the South Correctional Entity for 2027 in the form as attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 18TH DAY OF AUGUST, 2026.**

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk

AMENDMENT TO ORIGINAL AGREEMENT FOR INMATE HOUSING**(Amending Exhibit A: Fees and Charges and Services. Amending Housing Agreement: Section 7.)**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING (this “Amendment”), dated _____, is made and entered into by and between the South Correctional Entity, a governmental administrative agency formed pursuant to RCW 39.34.030(3) (“SCORE”) and _____, a [municipal corporation] organized under the laws of the State of Washington (hereinafter the “Contract Agency” together with SCORE, the “Parties” or individually a “Party”).

RECITALS

WHEREAS, the Parties previously entered into an Interlocal Agreement for Inmate Housing dated _____, as amended and as may be further amended from time to time (the “Original Agreement”) pursuant to which SCORE provides housing, care and custody of Contract Agency inmates housed at the SCORE consolidated correctional facility located in the City of Des Moines (the “SCORE Facility”); and

WHEREAS, the Parties now desire to amend Exhibit A to the Original Agreement (as amended by this Amendment, the “Agreement”) with regard to fees and charges for such services as provided herein;

Section 1. Definitions. Terms not otherwise defined herein (including in the recitals, which are incorporated herein by this reference) shall have the meanings set forth in the Original Agreement.

Section 2. Amendment.

- (1) Amendment to Exhibit A.** Daily Housing Rates, Daily Rate Surcharges, Booking Fee, Transport Fee and Virtual Court Admin Fee in Exhibit A to the Original Agreement are hereby replaced in their entirety as follows:

Daily Housing Rates

General Population – Guaranteed Beds	\$171.26	No. of Beds: _____
General Population – Non-Guaranteed Beds	\$235.02	

Daily Rate Surcharges:

Mental Health – Residential Beds	\$187.78
Medical – Acute Beds	\$256.28
Mental Health – Acute Beds	\$328.31

<u>Booking Fee</u>	\$99.75
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<u>Transport/Security Fee</u>	\$98.70/hr.
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<u>Virtual Court Admin Fee</u>	\$78.75
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Daily Rate Surcharges are in addition to the daily bed rates and subject to bed availability. The Booking Fee will be charged to the jurisdiction responsible for housing the inmate. Fees, charges, and services will be annually adjusted each January 1st.

Section 3. Effective Date of Amendment. The amendments to rates and charges set forth in Section 2 hereof shall become effective on January 1, 2027, at 12:01 a.m.

Section 4. Entire Agreement. Except as hereby amended by this Amendment, the remaining terms and conditions of the Original Agreement are hereby ratified and confirmed in all respects.

Section 5. Severability. The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of the Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

Section 6. Headings. The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

Section 7. Execution. This Agreement shall be executed the Parties hereto by their duly authorized representative. This Amendment may be executed in one or more counterparts.

SOUTH CORRECTIONAL ENTITY

Signature

Title/Name Executive Director Devon Schrum

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198
Attention: Devon Schrum

Email: dschrum@scorejailwa.gov
Telephone: 206-257-6262

Signature

Title/Name: _____

NOTICE ADDRESS:



June 30, 2026

Sent Electronically June 30, 2026

Dear Mayor Carol Benson,

Thank you for choosing the South Correctional Entity (SCORE) for jail services.

2027 SCORE Rates

In setting our 2027 rates, we focused on providing essential correctional medical services including supporting SCORE's continued investment and commitment to increasing jail safety during an opioid epidemic. In particular the epidemic is contributing to an unprecedented rise in necessary costs to provide medical care and procure adequate insurance.

Prior to setting the 2027 rates, SCORE conducted a financial study, which found that SCORE's daily bed rate has remained considerably lower than many other jails in the region, and that SCORE has passed on rate increases more conservatively than other jails over the last four years.

Taking all of the above into account, the SCORE Administrative Board adopted the following rates for 2027:

Billable Bed Type	2027 Rates
General Guaranteed	\$171.26
General Non-Guaranteed	\$235.02
Medical Surcharge (in addition to daily rate)	
Mental Health General	\$187.78
Medical Acute	\$256.28
Mental Health Acute	\$328.31
Other Charges (in addition to daily rate)	
Booking Fee	\$99.75
Transports/Hospital Security	\$98.70
Virtual Court Admin Fee	\$78.75

(Attachment A - 2027 Rate Amendment Agreement)

SCORE Contacts Update

SCORE recently celebrated a few retirements and is implementing leadership transitions. To ensure continued accessibility and seamless communication, we have included updated contact information for our team (Attachment B – SCORE Contacts). If there are new members of your leadership team who may be unfamiliar with our partnership, we would welcome the opportunity to connect. I am also happy to coordinate a site visit or make myself available to provide an overview of SCORE's jail services and ongoing initiatives.

New - Narcotic Detection Dog

SCORE is pleased to complete the addition of a Narcotic Detection Dog as an additional tool used to prevent the introduction of narcotic contraband. Our new canine team is scheduled to graduate on July 8, 2026.

New Look – Website, Domain, and Logo

You will also notice that we have transitioned our email and website domain from .org to .gov. This update more accurately reflects our status as a public governmental agency and aligns us with our law enforcement and public sector partners. In conjunction with this change, we have introduced an updated SCORE logo, website design, and separate records portals for law enforcement, medical records, or public records requests. This work is being implemented in phases but should be completed by August 1, 2026.

New Correctional Healthcare Provider

On September 1, 2025, SCORE partnered with Mediko as our correctional healthcare services provider after the contract with the previous vendor expired. Mediko immediately assumed providing full-time care to our population, including round-the-clock nursing staff and seven days a week mental health coverage. SCORE was able to add advanced provider coverage and retain experienced staff during this transition. Requirements for booking remain in place to ensure we can properly care for individuals in custody (Attachment C - MEDIKO General Guidelines for Medical Intake Clearance).

Medicaid Waiver Reentry Initiative Program

Effective January 1, 2026, SCORE was approved to implement the Medicaid Waiver Reentry Initiative Program through the Washington State Health Care Authority. This initiative aligns closely with our mission to support successful reentry and continuity of care for individuals transitioning back into the community. We are working collaboratively with our medical provider and key stakeholders to implement both pre-release and post-release services under this program.



HB 2015 – Supporting Policies

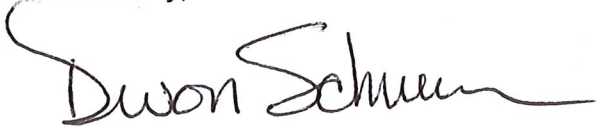
Additionally, you may have previously contacted SCORE regarding requirements under the Keep Washington Working Act (HB 2015). For your reference, we have included two relevant SCORE policies related to jail standards that may assist with application submissions (Attachment D – SCORE Policies 504 and 609).

Don't Forget - Certificate of Liability Insurance Requirements

Finally, as part of our contractual requirements, SCORE must maintain current certificates of liability insurance for all jail services agreements. If you have not yet done so, please provide a copy of your 2026 certificate of coverage at your earliest convenience.

We appreciate our continued partnership and look forward to working together in 2027. Please do not hesitate to reach out if you have any questions or would like to schedule a meeting.

Sincerely,

A handwritten signature in dark ink, appearing to read "Devon Schrum", with a long, sweeping horizontal line extending to the right.

Devon Schrum, Executive Director
South Correctional Entity

Enclosures (4)



CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Accept the Baker Street (old Fire Station) Garage Door Replacement Project as completed by Lake Side Doors.	Agenda Date: August 18, 2026 AB26-102	
	Mayor John Adler	
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Hal Hart	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	
Cost Impact (see also Fiscal Note): \$65,035.40	Police – Chief Kiblinger	
Fund Source: Commerce Grant	Public Works – Scott Hanis	X
Timeline: 2026	Court – Judge Swain/Tawnya Parks	
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution		
SUMMARY STATEMENT: Lake Side Doors completed the required work for the old Fire Station at 25313 Baker Street garage door replacement. The door replacement included 4 garage doors automatic openers. FISCAL NOTE (Finance Department): The City was awarded a grant from the Washington State Department of Commerce in the amount of \$304,580. These grant funds will be used to finance the door replacement project for the Old Fire Station, located at 25313 Baker Street.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 26-1769, accepting the Baker Street (old Fire Station) Garage Door Replacement Project as complete by Lake Side Doors.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
August 18, 2026		

RESOLUTION NO. 26-1769

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
REGARDING FINAL ACCEPTANCE OF THE 2026 BAKER
STREET MUSEUM (OLD FIRE STATION) GARAGE DOOR
REPLACEMENT PROJECT**

WHEREAS, Lake Side Doors has completed the 2026 Baker Street Museum (old Fire Station) Project at 25313 Baker Street Garage Door Replacement project according to the contract; and

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

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

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

Section 1. The City hereby accepts the Baker Street Museum (old Fire Station) Replacement Project as complete and as set forth in the contract with Lake Side Doors.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18TH DAY OF AUGUST, 2026.

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Authorization to purchase a utility trailer for the sewer department	Agenda Date: August 18, 2026	
	AB26-103	
	Mayor John Adler	
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Hal Hart	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	
Cost Impact (see also Fiscal Note): Up to \$12,000	Police – Chief Kiblinger	
Fund Source: PW Equipment Replacement	Public Works – Scott Hanis	X
Timeline: August 2026	Court – Judge Swain/Tawnya Parks	
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Resolution; Invoice		
SUMMARY STATEMENT: Public Works staff has solicited quotes for 6' x 12' enclosed utility trailers for sewer equipment. The use of the trailer would be to transport sewer equipment, such as the sewer camera, parts, tools, etc. for completing sewer work. Currently, tools and equipment are transported uncovered in various utility trucks. A covered utility trailer will provide convenience to the Public Works team and protect tools and equipment from the weather. Dealerships that Public Works staff have contacted sell these trailers as soon as they get in. We have an invoice for a trailer in the amount of \$8,176.28 but are unsure this particular trailer will still be available following Council authorization. Staff is asking for authorization to purchase a trailer up to \$12,000 based on availability. Prices for these trailers vary greatly based on availability. FISCAL NOTE (Finance Department): Funds are available in the Equipment Replacement Fund for a purchase like this. It will come out of the "Trucks and Equipment" line item, which has \$75,000 available in 2026.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 26-1770 authorizing the purchase of a utility trailer for the Sewer Department in an amount not to exceed \$12,000.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 18, 2026		

RESOLUTION NO. 26-1770

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE PURCHASE OF A UTILITY TRAILER
FOR USE BY THE SEWER DEPARTMENT**

WHEREAS, the Public Works Department is in need of a covered utility trailer for transporting sewer equipment and tools; and

WHEREAS, the 2026 Public Works equipment budget has sufficient funds to cover the purchase of a new utility trailer; and

WHEREAS, Public works staff has received quotes from several dealerships but trailers sell quickly before City Council authorization can be obtained; and

WHEREAS, Public Works staff requests authorization to purchase a new trailer up to \$12,000 as trailers become available from dealerships;

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

Section 1. The Mayor is hereby authorized to purchase a new covered utility trailer for the Sewer Department in an amount not to exceed \$12,000.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18TH DAY OF AUGUST, 2026.

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk

Invoice For:
City of black diamond

Salesperson: Andrew Kilmer
TrailersPlus Tacoma
20025 Mountain Hwy E
Spanaway, WA 98387

Phone: 253-363-9396
www.trailersplus.com
County: KING

Customer Information
josh bain
24301 Roberts DR
Black Diamond, WA 98010 USA
Phone: 2537409230
Email: jbain@blackdiamondwa.gov

Invoice TRPL80-26916
Type:ILRD612TA2
Color:WHITE
Year: 2026
GAWR: 3500

INVOICE
VIN: 4RALS1221TN149548
Manufacturer: Interstate
GVWR: 7000
Curb Weight: 1805
Date: 8-4-2026

ITEM	DESCRIPTION	QTY	UNITS	EACH	COST
Trailer Invoice					
ILRD612TA2	6 x 12 Loadrunner 7K (MSRP) VIN:4RALS1221TN149548	1.	EACH	\$9879.00	\$9879.00
DISCOUNT	Dealer Discount Pre-approved	1.00	EACH	\$-2780.00	\$-2780.00
	DISCOUNTED TRAILER PRICE	1.00		\$7099.00	\$7099.00
TITLEFEE	Title transfer-licensing fee	1.00	EACH	\$150.00	\$150.00
	Trailer Sales Tax		TAX	\$717.00	\$717.00
Parts/Service Invoice					
LABOR	Labor Charge per 30 Minutes	1.00	Time	\$90.00	\$90.00
06-BK0005	Fastway Zip Trailer Breakaway Cable 4 Foot Click For More Info	1.00	Piece	\$25.53	\$25.53
09-CLP001	Coupler Latch Pin Simple Click For More Info	1.00	Piece	\$4.88	\$4.88
DOCFEE	Documentary service processing fee	1.00	EACH	\$70.00	\$70.00
TIRETAX	State imposed tire recycling tax/fee	1.00	EACH	\$0.00	\$0.00
10-SF0001	Shop Fee	1.00	Each	\$7.00	\$7.00
	Parts/Service Sales Tax		TAX	\$12.87	\$12.87
Payments Applied					
	Invoice Total				\$8176.28
	Total Collected				\$0.00
	Due				\$8176.28



CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Black Diamond Special Events Update	Agenda Date: August 18, 2026 AB26-104	
	Mayor John Adler	
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Hal Hart	X
	Finance – Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	
	Police – Chief Kiblinger	
	Public Works – Scott Hanis	
Cost Impact (see also Fiscal Note):	Court – Judge Swain/Tawnya Parks	
Fund Source:		
Timeline:		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Memo		
SUMMARY STATEMENT: Please see the attached memo.		
FISCAL NOTE (Finance Department):		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: None		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
August 18, 2026		



CITY OF BLACK DIAMOND

Physical Address: 24301 Roberts Drive
Mailing Address: PO Box 599
Black Diamond, WA 98010

Phone: (360) 851-4500
Fax: (360) 851-4501
www.blackdiamondwa.gov

Community Development Staff Memo

Date: August 10, 2026

Meeting: August 18, 2026

Staff Contact: Hal Hart, Community Development Director

Subject: Special Events Report 2026

Summary

The purpose of this report is to provide City Council with a forecast of the next 30 days of Special Events within the city.

KeyBank Grand Opening

The New KeyBank branch in Ten Trails will hold its grand opening ribbon cutting and client appreciation event on 8/28 and 8/29. The ribbon-cutting ceremony will be held on 8/28, and Council is invited to attend from 0800-1000. Day 2 is a client appreciation event held on 8/29 from 1100-1330, featuring free food and client activities. The associated permit #SEP26-0014 is still under review.

Ten Trails Sunset Market and Radio 80 Band

This one-time event is to be held in Civic Park on 8/28 as a Ten Trails resident community event featuring Radio 80 Band, along with bouncy houses, face painting, food trucks, balloon artists, and vendors. The associated permit #SEP26-0016 was issued on 7/29/26.

Ten Trails Movie in the Park

This is a continuation of a summer series at Civic Park. 8/19 and 9/6 are the remaining dates for Movie in the Park. The associated permit #SEP26-0013 was issued on 7/2/26.

Black Diamond Labor Days

The annual Black Diamond Labor Days community festival and parade event is scheduled for 9/6-9/7. Staff are still awaiting the formal application; Permit #SEP26-0018 is currently serving as a placeholder until a formal submittal is received. There will be no permitting fees for this event.

Eagles Labor Day Car Show

This annual car show, held during the Black Diamond Labor Days event, will raise money for the annual Christmas Family Adoption event. It will take place in the Eagles parking lot on 9/7/26. The associated permit #SEP26-0017 is currently under review.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Discussion of Comprehensive Plan and Development Regulations Work Plan for 2026 – 2027	Agenda Date: August 18 2026 AB26-105	
Cost Impact (see also Fiscal Note): N/A Fund Source: General Fund Timeline: Appointment through 2027	Mayor John Adler	
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Hal Hart	X
	Finance – Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	
	Police – Chief Kiblinger	
	Public Works – Scott Hanis	
	Court – Judge Swain/Tawnya Parks	
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments:		
SUMMARY STATEMENT: At a Special Meeting on July 24, 2026, the Black Diamond City Council repealed the City's 2024 Comprehensive Plan that was adopted in October, 2025 and directing staff to begin work to create a new Comprehensive Plan that is fully compliant with the Growth Management Act. The purpose of this item is for staff to discuss with Council next steps. Moving towards, creating and adopting a Comprehensive Plan that is consistent with the Growth Management Act will require, at a minimum, the following steps: a. Review and audit 2024 comprehensive plan. b. Preparing a work plan for developing new/updated Comprehensive Plan. c. Work with the City Council and Planning Commission through topics requiring changes and direction. d. Provide opportunities for the public to participate. e. Adopt updated Comprehensive Plan. To accomplish this, staff will require specialized assistance from consultants who are experts in the development of Comprehensive Plans. The cost of this support is currently unknown, but staff will have an update at a future Council meeting whereby authorization to enter into a professional service contract will be requested. FISCAL NOTE (Finance Department): The adoption of a GMA Comprehensive plan and development regulations will require a budget amendment for expenses incurring in 2026. For expenses incurring in 2027, those costs will be included within the 2027 Annual Budget.		

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: Discussion only.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 18, 2026		

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: August 18, 2026	AB26-106
Presentation: Black Diamond Sewer Update	Mayor John Adler	
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Hal Hart	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): --	Public Works – Scott Hanis	X
Fund Source: --	Court – Judge Swain/Tawnya Parks	
Timeline: --		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments:		
SUMMARY STATEMENT: In May, the City Council requested City staff to present on challenges with the sanitary sewer system, especially as it relates to the Jones Lake Sewer Lift Station, in response to public comments received. The presentation discussed challenges with the station, system-wide challenges, stakeholders involved, and next steps. This brief update will provide information on Public Works' current plans along with funding challenges and opportunities to help cover the costs of this work. FISCAL NOTE (Finance Department):		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: None		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
August 18, 2026		

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Receive an update on work completed by the Park Sub Committee on potential improvements to Lake Sawyer Regional Park	Agenda Date: August 18, 2026	
	AB26-107	
	Mayor John Adler	
	City Administrator Kevin O'Neill	X
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Hal Hart	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):	Public Works – Scott Hanis	
Fund Source: Administration	Court – Judge Swain/Tawnya Parks	
Timeline:		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments:		
SUMMARY STATEMENT: The Black Diamond City Council established the Parks Ad Hoc Committee at the June 5, 2025 council meeting. The Ad Hoc Committee was charged with the following: 1. Reviewing the applicable development agreement provisions regarding active recreation and sports field obligations. 2. Assessing whether the proposed Lake Sawyer site is consistent with the intent and requirements of the agreement and broader City planning policies. 3. Evaluating the suitability of the Lake Sawyer location for sports fields, including considerations related to environmental impacts, access, usability, and long-term sustainability. 4. Identifying and considering alternative locations, if necessary, and the implications of relocation for compliance and community benefit. 5. Providing a recommendation to the full City Council regarding the appropriate siting of the required sports fields. After several meetings through the remainder of 2025 and into early 2026, the Committee has been working on several options and ideas related to how sports fields, required in the Villages and Lawson Hills Development Agreements, would best serve the City and whether it belonged in the Lake Sawyer Regional Park. During this meeting, the Committee will present its recommendation to Council and request feedback. Before a final decision is brought before Council, the Committee and staff intend to hold a public engagement opportunity, where input from community members can be collected and considered at a future council meeting.		

FISCAL NOTE (Finance Department):		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: Discussion only.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 18, 2026		