



CITY OF BLACK DIAMOND
September 1, 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:

COMMITTEE REPORTS:

DEPARTMENT REPORTS:

CONSENT AGENDA:

- 1) **Claim Checks** – September 1, 2026, Check No. 57670 through Check No. 57721 and EFTs in the amount of \$349,950.98
- 2) **Minutes** –Special Meeting of August 18, 2026, and Council Meeting of August 18, 2026
- 3) **AB26-108** – Resolution Authorizing Purchase of New Police Vehicle Commander Martinez
- 4) **AB26-109** – Monthly Financial Report for June 2026 Mr. Mason
- 5) **AB26-110** – Resolution Regarding Utility Truck Purchase Mr. Hanis

PUBLIC HEARINGS: -

UNFINISHED BUSINESS: -

NEW BUSINESS:

- 6) **AB26-111** – Resolution Authorizing Design Contract with Parametrix, Inc., for the Ginder Creek Trails Project Mr. Hanis
- 7) **AB26-112** – Ordinance Amending Chapter 10.32 and 10.34 of the Black Diamond Municipal Code Regarding Penalty Amounts and Permitted Uses Commander Martinez
- 8) **AB26-113** – Ordinance Regarding BESS Interim Zoning Controls Mr. Hart

MAYOR'S REPORT:

COUNCIL REPORTS:

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

CITY ADMINISTRATOR REPORT:

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:



CERTIFICATION

Finance Committee: August 25, 2026
Council Date: September 1, 2026

Check No.'s / EFT	Batch Name	Check / EFT Date	Amount
EFT	July 2026 EFT Batch	7/6/2026-7/31/2026	\$ 66,028.30
EFT	July 2026 Credit Card Batch	7/30/2026	\$ 15,968.87
57670	August 2026 Early Batch 2	8/14/2026	\$ 2,300.00
57671-57720	August 2026 Regular Batch 3	9/2/2026	\$ 250,215.99
57721	September 2026 Regular Batch 1	9/2/2026	\$ 15,037.82
TOTAL:			\$ 349,950.98

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.

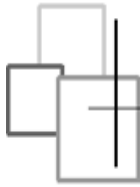
Xavier Mason

Xavier Mason, Finance Director

DATE: 08/20/2026

John Adler, Mayor

DATE



Register

Fiscal: 2026

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

Check Period: 2026 - September - 09/26 Regular Batch 1, 2026 - August - 08/26 Early Batch 2, 2026 - August - 08/26 Regular Batch 3, 2026 - July - 07/26 EFT Batch, 2026 - July - 07/26 Credit Card Batch

Name	Print Date	Clearing Date	Amount
Talking Brews Co	8/14/2026		\$2,300.00
AHBL, Inc.	9/2/2026		\$43,587.25
Alsco	9/2/2026		\$355.08
AramSCO	9/2/2026		\$66.19
Art Gamblin Motors	9/2/2026		\$488.42
AT&T Mobility: First Net	9/2/2026		\$3,974.31
BERK Consulting, Inc	9/2/2026		\$9,550.75
Bigleaf Networks, Inc	9/2/2026		\$264.62
City of Black Diamond	9/2/2026		\$6,711.53
Confidential Data Disposal	9/2/2026		\$90.00
Contech Engineered Solutions	9/2/2026		\$2,006.69
Control Systems NW LLC (CSNW)	9/2/2026		\$124.71
Core & Main LP	9/2/2026		\$640.56
Crisp Imaging	9/2/2026		\$3,081.61
Debbie Gill	9/2/2026		\$39.15
Elwalu LLC (Elephant Car Wash)	9/2/2026		\$172.30
Ferguson #3156	9/2/2026		\$5,121.91
Flock Group, Inc	9/2/2026		\$19,075.00
Froula Alarm Systems, Inc	9/2/2026		\$280.00
Gunderson Law Firm	9/2/2026		\$6,500.00
HydroCorp, LLC	9/2/2026		\$9,590.00
Intercom Language Services, Inc.	9/2/2026		\$510.00
Jaydn Bond	9/2/2026		\$1,084.50
Joann Sloss	9/2/2026		\$56.84
John Adler	9/2/2026		\$244.10
Johnsons Home & Garden	9/2/2026		\$278.45
King County Finance	9/2/2026		\$9,644.02
Kustom Signals, Inc.	9/2/2026		\$3,095.54
Language Line Services, Inc.	9/2/2026		\$53.40
Madrona Law Group LLC	9/2/2026		\$34,847.00
Matzke Polygraph, LLC	9/2/2026		\$275.00
Palmer Coking Coal Company	9/2/2026		\$585.98
Pape Machinery	9/2/2026		\$150.98

Parametrix, Inc.	9/2/2026	\$1,146.25
RH2 Engineering Inc.	9/2/2026	\$53,918.89
Scheibmeir, Kelly & Nelson , P.S.	9/2/2026	\$3,650.00
Seattle Times	9/2/2026	\$1,948.31
SHI International Corp.	9/2/2026	\$42.03
Shope Concrete Products	9/2/2026	\$264.87
Somer Johnson	9/2/2026	\$3,753.58
South Correctional Entity	9/2/2026	\$821.49
State Auditor's Office	9/2/2026	\$3,174.75
Thomson Reuters - West	9/2/2026	\$249.50
United Business Machines of WA Inc	9/2/2026	\$80.40
Utilities Underground Location Center	9/2/2026	\$109.02
Valley Communications Center	9/2/2026	\$14,693.32
VenTek International	9/2/2026	\$98.10
Vision Municipal Solutions, LLC	9/2/2026	\$2,501.59
Washington State Department of Ecology	9/2/2026	\$565.00
Washington State Patrol	9/2/2026	\$48.00
Water Management Laboratories, Inc.	9/2/2026	\$605.00
Sorci Family LLC	9/2/2026	\$15,037.82
Amazon Capital Services, Inc.	7/31/2026	\$2,930.27
CHS/Cenex Inc	7/31/2026	\$9,084.73
Columbia Bank	7/21/2026	\$1,638.03
Comcast	7/30/2026	\$184.87
Dept of Licensing-Firearms Online	7/16/2026	\$255.00
First Bankcard	7/30/2026	\$15,968.87
Home Depot Credit Service	7/31/2026	\$129.86
Honey Bucket	7/31/2026	\$859.00
Invoice Cloud	7/8/2026	\$150.00
Merchant Card Services / Vantive Holding, LLC	7/8/2026	\$473.73
Puget Sound Energy	7/27/2026	\$14,845.41
Republic Services #176	7/21/2026	\$3,311.47
Tacoma Public Utilities	7/31/2026	\$16,049.91
US Bank Equipment Finance	7/10/2026	\$2,082.66
US Postal Service (CMRS-FP)	7/16/2026	\$1,200.00
Williams Scotsman, Inc.	7/6/2026	\$751.01
Washington State Department of Revenue	7/27/2026	\$12,082.35
Grand Total		\$349,550.98

BLACK DIAMOND CITY COUNCIL MINUTES
Council Special Meeting of August 18, 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 special meeting to order at 6:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmember Deady, Nielsen (zoom) Peterson, Sorci, Young, Dal Santo, Reed

ABSENT: None

Staff present: Hal H. Hart, Community Development Director; Rob Reed, IS Manager; Krista White-Swain, Municipal Court Judge; Kevin O'Neill, City Administrator; Brenda L. Martinez, City Clerk/HR Manager.

BUSINESS:

- 1) Discussion Regarding the City's Strategic Plan

Consultants Brian Murphy and Maddie Immel from BERK Consulting were in attendance to present to the City Council the draft strategic plan, which aims to guide Black Diamond from 2027 to 2031. It was noted that tonight's objective was to review the plan and incorporate final Council feedback into the draft, with adoption scheduled at the September 15th Council meeting.

The consultants presented the draft strategic plan, outlining four key priorities for 2027-2031: building a connected and distinct community, providing parks and recreation amenities, strengthening economic vitality and financial sustainability, and enhancing city capacity and operations. It was reported they received feedback from 146 community members through a survey and engaged with 24 staff members.

During the presentation there was discussion on our vision for a walkable city, the need for a clearer vision of how different areas of the city connect, with particular attention to downtown development and the SR 169 corridor. The group discussed holding a strategic planning work session early next year and potentially scheduling the Council retreat in November to align with the implementation of the strategic plan.

ADJOURNMENT:

Councilmember Peterson **moved** to adjourn the meeting; **second** Councilmember Young. Motion **passed** with all voting in favor (7-0). The meeting ended at 6:52 p.m.

ATTEST:

John Adler, Mayor

Brenda L. Martinez, City Clerk

DRAFT

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of August 18, 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 (Zoom), Peterson, Sorci, Young, Dal Santo, Reed

ABSENT:

Staff present: Scott Hanis, Public Works Director; Hal H. Hart, Community Development Director; Rob Reed, IS Manager; Jamie Kiblinger, Police Chief; Kim Pratt, City Attorney; Krista White-Swain, Municipal Court Judge, Kevin O'Neill, City Administrator; Brenda L. Martinez, City Clerk/HR Manager.

AGENDA REVIEW AND APPROVAL:

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

PUBLIC COMMENTS:

Jerel Thomas, Black Diamond spoke to Council.

Christy Thomas, Black Diamond spoke to Council.

Councilmember Sorci left the meeting at 7:10 p.m. He reentered the meeting at 7:11 p.m.

Andre Koch, Black Diamond spoke to Council.

Kristen Bryant, Bellevue spoke to Council.

Johna Thomson, Black Diamond spoke to Council.

Rick Stocks, Black Diamond spoke to Council.

Leah Grant, Black Diamond spoke to Council.

Nanette Stocks, Black Diamond spoke to Council.

Donna Shrine, Black Diamond spoke to Council.

Geoff Bowie, Black Diamond spoke to Council.

Robin Hammermaster, Black Diamond spoke to Council.

Karen Bloomer, Black Diamond spoke to Council.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

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

Councilmember Young **moved** 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; **second** Councilmember Deady. Motion **passed** with all voting in favor (6-0-1 (Abstention Sorci)).

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

Councilmember Deady **moved** to confirm the Mayor’s appointment of Trixie Hahn to Position #3 of the Black Diamond Planning Commission, said term expiring on December 31, 2027; **second** Councilmember Peterson. Motion **passed** with all voting in favor (6-0-1(Abstention Sorci)).

COMMITTEE REPORTS:

Councilmember Peterson spoke regarding the Parks Ad-Hoc Committee.

DEPARTMENT REPORTS: None

CONSENT AGENDA:

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

- 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 of a Pretrial Services Program
- 7) **AB26-099** – Resolution Accepting Funds from the Administrative Office of the Court for a Post Judgement Services Program
- 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

- 9) **AB26-101** – Resolution Authorizing Yearly Addendum to the Agreement with SCORE for Inmate Housing
- 10) **AB26-102** – Resolution Regarding Final Acceptance of the 2026 Baker Street Museum Garage Door Replacement Project
- 11) **AB26-103** – Resolution Authorizing Purchase of a Utility Trailer for Use by the Sewer Department
- 12) **AB26-104** – Motion to Approve the Black Diamond Labor Days Special Event Permit

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

- 13) **AB26-105** – Discussion Regarding Comprehensive Plan Process

Community Development Director Hart shared information on this item. He noted receiving three takeaways from Council 1) focus on step 1, 2) look into sewer capacity, and 3) our water system (specifically the springs).

- 14) **AB26-106** – Sewer System Updates

Public Works Director Hanis provided an update on this item. He shared next steps with Inflow and Infiltration (I&I), funding update to include FEMA support and future repairs. He also provided a King County update on discussions with them.

- 15) **AB26-107** – Discussion Regarding Lake Sawyer Regional Park

City Administrator O'Neill reported on this item.

Councilmember Young shared with the Council a PowerPoint presentation he prepared on this subject.

At 9:12 p.m. Councilmember Deady left the meeting and returned at 9:13 p.m.

This item was for discussion only.

MAYOR'S REPORT:

Mayor Adler thanked all the residents for voting in the election and getting their voices heard. He thanked the dedicated men and women of MVFD for all their years of dedicated service. He reminded everyone that MVFD contract still runs through 2028. He reported attending the AWC Municipal Finance and Budgeting workshop with Councilmember Reed, He shared that it was a great workshop and was thankful for them putting it on. He

commented that on Monday he and City Administrator O'Neill hosted an all-city staff meeting and attended the wellness lunch.

COUNCIL REPORTS:

Councilmember Peterson thanked everyone who voted and the community members that stepped up and put out signs, came up with talking points and attended events.

Councilmember Sorci thanked everyone for participating and letting the Council know how they think about what we talked about today.

Councilmember Young – no report.

Councilmember Dal Santo – no report

Councilmember Reed reported attending the AWC Budget workshop and heard a lot of good information. He learned about a topic discussing getting grants for parks that was interesting. He reported reading emails today from people with concerns about the park and he also visited the Regional Park before the meeting. Lastly, in the spirit of all the discussion he shared a personal story on land reparation.

Councilmember Reed moved to direct staff to prepare an Ordinance amending the Black Diamond Municipal Code Sections 191060, 1910-220, and 1910-330 and to initiate the 60-day department of Commerce notice under RCW 3670; Second, Councilmember Sorci. Councilmember Sorci withdrew his second and Councilmember Reed withdrew his motion; this will be an agenda item at an upcoming Council meeting.

Councilmember Deady noted it being great to hear about the conferences that Mayor Adler and Councilmember Reed attended. She talked about the Cedar to Green Trail going through Ginder Creek and would like to look at that. She reminded everyone that Labor Days is coming up September 6 and 7. She was hoping to get an update on what is being done with the money that Council allocated for businesses due to the road closure, so everyone has the same information when businesses reach out to us. City Administrator O'Neill reported that the 60-day closure shrunk down to 32 days, and what we are trying to do now is focus on the social media aspect and get organized for next year as there will be two closures. Councilmember Deady asked about weakening the sign code.

Councilmember Nielsen also discussed the sign code and shared that she had contact with a business in Diamond Square and she thanked the staff for reaching out to them. She commented that she is making good progress on finalizing our Purple Heart City action. She is getting close to ordering signs and unveiling a small program to formally accept the signs and recognize the veterans and other people that serve our community. She also noted finalizing plans for the Hometown Heroes Banner Program and is aiming for this fall for that.

CITY ADMINISTRATOR REPORT: No report.

ATTORNEY REPORT: No report.

PUBLIC COMMENTS:

Jacqueline Banks, Black Diamond spoke to Council.

Rick Stocks, Black Diamond spoke to Council.

Jerel Thomas, Black Diamond spoke to Council.

Gwen Reed, Black Diamond spoke to Council.

Andre Koch, Black Diamond spoke to Council.

Nanette Stocks, Black Diamond spoke to Council.

Trixie Hahn, Black Diamond spoke to Council.

Geoff Bowie, Black Diamond spoke to Council.

EXECUTIVE SESSION: None

ADJOURNMENT:

Councilmember Peterson **moved** to adjourn the meeting; **second** Councilmember Young. Motion **passed** with all voting in favor (7-0). The meeting ended at 9:56 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:	Agenda Date: September 1, 2026	AB26-108
Purchase of one new police vehicle with HB2015 grant monies.	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	X
Cost Impact (see also Fiscal Note): \$73,043.00	Public Works – Scott Hanis	
Fund Source: Grant monies (CJTC-HB2015)	Court – Judge Swain/Tawnya Parks	
Timeline:		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Resolution; Vehicle Replacement Schedule; Grant Award Letter		
SUMMARY STATEMENT This resolution authorizes the purchase of one police vehicle at the state bid contract price. The purchase is funded through HB 2015 grant funds, which provides \$73,043.00 for the vehicle.		
HISTORY OF VEHICLE PURCHASES AND REPLACEMENTS In 2006, the City of Black Diamond established a scheduled vehicle replacement program. This was due to significant increases in repair costs, significant vehicle and staff downtime associated with transporting vehicles to and from repair facilities, and officer safety concerns when vehicles experienced mechanical failures while responding to calls for service. The vehicle replacement schedule is attached for reference.		
CURRENT VEHICLE PURCHASE This purchase will provide a dedicated police vehicle for the City's new police officer position, which is also funded through the HB 2015 grant. The vehicle to be purchased is a 2026 Ford Police Interceptor AWD SUV. FCI will complete the installation of the required police equipment.		
FISCAL NOTE (Finance Department): The HB2015 Grant will cover all costs related to the purchase and outfitting of this vehicle. A budget amendment will be made at the end of the year.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 26-1771, authorizing the Mayor to purchase a 2026 Ford Police Interceptor AWD SUV at the bid contract price, utilizing up to \$73,043 in HB 2015 grant funds.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 1, 2026		

RESOLUTION NO. 26-1771

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE PURCHASE OF A 2026 FORD POLICE
INTERCEPTOR AWD SUV**

WHEREAS, the City of Black Diamond has been awarded funding through the HB 2015 grant program in the amount of \$73,043.00 for the purchase of a police vehicle; and

WHEREAS, the City has identified a 2026 Ford Police Interceptor AWD SUV as the vehicle to be purchased at the state bid contract price; and

WHEREAS, the purchase of this vehicle will provide the Black Diamond Police Department with a reliable and appropriately equipped vehicle to support police operations and enhance officer safety and response capabilities; and

WHEREAS, FCI, located in North Bend, Washington, will complete the installation of the required police equipment and related equipment necessary to place the vehicle into service;

**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 one (1) 2026 Ford Police Interceptor AWD SUV at the state bid contract price, utilizing up to \$73,043.00 in HB 2015 grant funds designated for the vehicle and equipment purchase.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF
SEPTEMBER, 2026.**

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk

VEHICLE REPLACEMENT SCHEDULE AND ASSIGNMENT

OFFICER	Vehicle Type	CAR #	AVG/ MILEAGE YR.	VIN	25-Jun	26-Apr	10 mo.	Jun-27	Jun-28	Jun-29	Jun-30
Chief Kiblinger	2024 Ford F-150	15	7,000	1FTFW1P85RKF33053	5,000	9,107	4,107	16,107	23,107	30,107	37,107
Com. Martinez	2017 Ford	1	10,000	1FTFW1EF2HKD61774	52,290	62,290		72,290	82,290	92,290	102,290
Sgt. Goddard	2021 Ford Explorer	10	12,000	1FM5K8AB5MGB35367	20,577	29,916	9,339	41,916	53,916	65,916	77,916
Ofr. Garbini	2021 Ford Explorer	11	10,000	1FM5K8AB3MGB35366	47,565	50,269	2,704	60,269	70,269	80,269	90,269
Ofr. Chatterson	2021 Chev. Tahoe	12	12,000	1GBSKLED9MR384611	47,328	56,608	9,280	68,608	80,608	92,608	104,608
Ofr. Riepl	2020 Ford Explorer	9	10,000	1FM5K8AB0LGC99821	39,771	48,150	8,379	58,150	68,150	78,150	88,150
Ofr. Hershaw	2019 Ford Explorer	5	12,000	1FM5K8AR3KGB28511	86,550	95,510	8,960	107,510	0	12,000	24,000
Ofr. Thibodeaux	2019 Ford Explorer	6	12,000	1FM5K8AR5KGB28512	85,603	89,510	3,907	101,510	113,510	125,510	0
Ofr. Losvar	2020 Ford Explorer	7	12,000	1FM5K8AB7LGB95732	41,988	50,347	8,359	62,347	74,347	86,347	98,347
Ofr. Crooker	2020 Ford Explorer	8	15,000	1FM5K8AB9LGB95733	77,673	90,346	12,673	105,346	120,346	0	15,000
Ofr. Jennings	2017 Ford Explorer	3	12,000	1FM5K8AR0HGD07307	90,644	95,230	4,586	107,230	119,230	0	15,000
POOL CAR	2017 Ford Explorer	2	5,000	1FM5K8AR2HGD07308	90,616	90,685	69	95,685	100,685	105,685	120,685
Ofr. Greeve	2022 Ford Explorer	13	10,000	1FM568AB1NGB79044	30,593	37,869	7,276	47,869	57,869	67,869	77,869
Ofr. Henrich	2022 Ford Explorer	14	12,000	1FM5K8AB6NGB79041	31,770	42,271	10,501	54,271	66,271	78,271	90,271
Position 14			15,000				0	15,000	30,000	45,000	60,000
Position 15			15,000						0	15,000	30,000
Position 16			15,000								0
Position 17			15,000								
Position 18			15,000								
Position 19			15,000								
Position 20			15,000								
Position 21			15,000								
Position 22			15,000								
POOL VEHICLES											
Pool	2012 Chev. Tahoe	30		1GNLC2E05CR227457	132703						

Position 14- HB2015 grant purchase

Car 29 VIN 1B3EJ46X6TN256358 MILES 134040



STATE OF WASHINGTON
Criminal Justice Training Commission
AMENDMENT NO. 1.00
TO
CONTRACT NO. #K355

Contract No. K355 by and between the WSCJTC (CRIMINAL JUSTICE TRAINING COMMISSION) and Black Diamond Police Department agree to amend this agreement as follows:

As provided for under the terms of this Contract, the following section(s) are hereby modified to read or added in the following manner:

- **Statement of Work:** This Agreement is amended to include the following instruction:
 - The grant funding will also cover \$73,043 for a new officer vehicle.
- **Contract Maximum Amount:** The Maximum Amount of this contract increased by \$73,043; and the new Contract Maximum Amount is hereby changed to \$486,078.

The effective date of this Amendment is May 29, 2026.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT INCLUDING ANY AMENDMENTS REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties hereby execute this Amendment.

BLACK DIAMOND POLICE DEPARTMENT

WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Jamey Kiblinger

Francesca Heard

NAME/SIGNATURE

NAME/SIGNATURE

Chief of Police

Budget Manager

6/2/2026

6/1/2026

TITLE

DATE

TITLE

DATE

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: June 2026 Monthly Financial Report	Agenda Date: September 1, 2026 AB26-109	
	Mayor John Adler	
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Hal Hart	
	Finance – Xavier Mason	X
	MDRT/Ec 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: N/A		
Timeline: 2026		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: June 2026 Monthly Financial Report		
SUMMARY STATEMENT: The June 2026 Monthly Financial Report is meant to provide a high-level overview of the City's fiscal solvency. The Black Diamond June 2026 Monthly Financial Report includes the following information: • A comprehensive summary of 2026's revenues and expenditures • An evaluation of actual General Fund revenues earned from 2022 – Present. • A multi-year analysis of the General Fund's revenues and expenditures from 2019 – Present. • A targeted analysis, General Fund Revenues Snapshot, that details property and sales tax trends (2023 - Present) accompanied with a department-level budget-to-actual expenditure comparison. • Lastly, there is a detailed summary of the Enterprise Funds' performance from 2020 - Present, specifically tracking revenues, expenditures, and surpluses/deficits.		
FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Reviewed by the Budget, Finance, and Administration Committee on August 25, 2026		
RECOMMENDED ACTION: N/A		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote



Black Diamond June 2026 Monthly Financial Report

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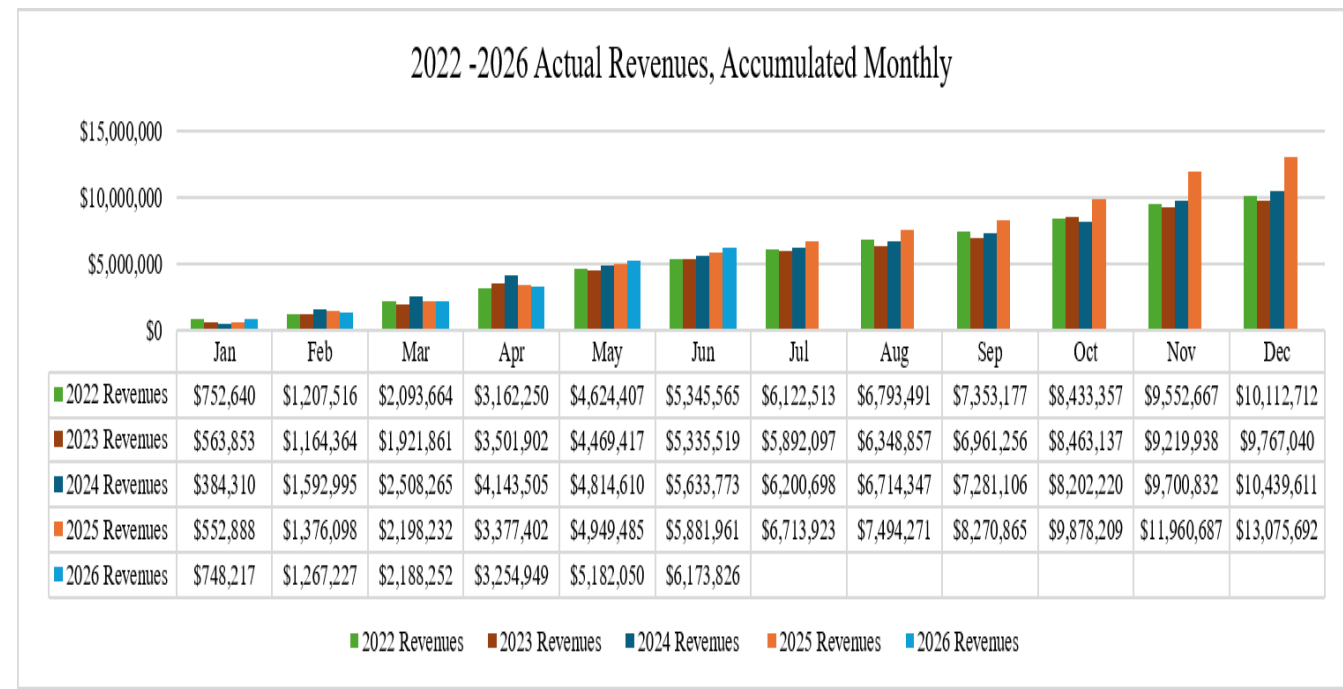
Monthly Highlights

1. The General Fund has reached a surplus. Additionally, sales taxes are on track to have its highest receipts on record.
2. The Sewer Fund has developed a small surplus.
3. The Stormwater deficit has developed into a small surplus; however, the structural deficit of the fund remains.

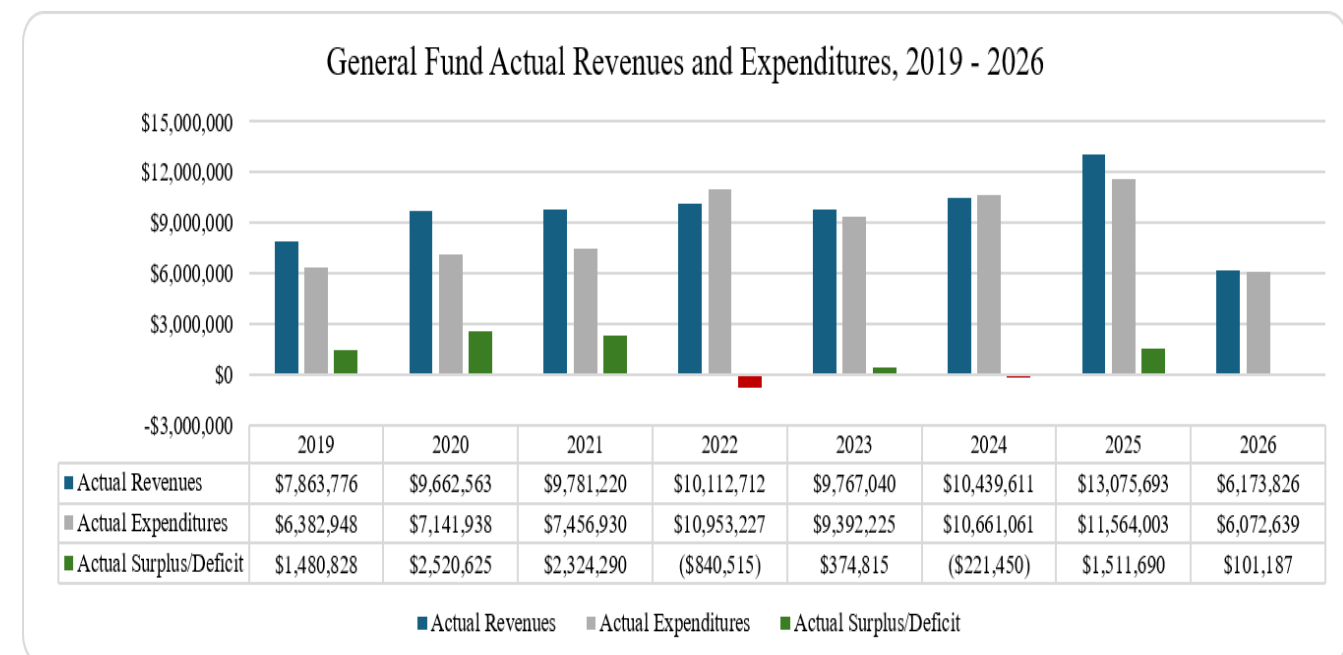
General Fund Revenues	Budget	Actual	Difference	% Collected
Property Taxes	\$3,321,799	\$1,873,239	\$1,448,560	56.4%
Sales & Use Taxes	\$1,551,500	\$915,447	\$636,053	59.0%
Utility and Gambling Taxes	\$1,325,586	\$781,176	\$544,410	58.9%
Cable Franchise Fees	\$80,000	\$34,729	\$45,271	43.4%
Business License Fees	\$54,000	\$28,325	\$25,675	52.5%
Land Use and Permitting Fees	\$1,672,800	\$675,500	\$997,300	40.4%
Liquor Tax and Profits	\$110,000	\$50,932	\$59,068	46.3%
Investments and Miscellaneous Revenue	\$297,500	\$210,142	\$87,358	70.6%
Parks and Gym Revenue	\$71,000	\$42,900	\$28,100	60.4%
Cemetery Fees	\$625	\$2,141	\$1,516	342.6%
Police Department Revenue	\$671,031	\$325,831	\$345,200	48.6%
Municipal Court Revenue	\$425,150	\$105,440	\$319,710	24.8%
Subtotal Operating Revenue	\$9,580,991	\$5,045,803	\$4,535,188	52.7%
AWC Insurance and Flex Deposit	\$0	\$5,725	\$5,725	N/A
MDRT Revenues	\$3,073,985	\$1,122,298	\$1,951,687	36.5%
Total Revenue	\$12,654,976	\$6,173,826	\$6,481,150	48.8%
General Fund Expenditures	Budget	Actual	Difference	% Expended
City Council	\$22,521	\$10,935	\$11,586	48.6%
Mayoral Department	\$16,272	\$7,491	\$8,782	46.0%
City Administrator	\$272,282	\$100,734	\$171,548	37.0%
General Government	\$827,930	\$544,344	\$283,586	65.7%
Legal Services	\$293,000	\$166,072	\$126,928	56.7%
Municipal Court	\$835,577	\$306,809	\$528,768	36.7%
Police Department	\$3,985,015	\$1,812,215	\$2,172,800	45.5%
Fire Department	\$1,396,586	\$709,624	\$686,962	50.8%
Recycle/ Animal Control/ Mental Health	\$158,900	\$14,543	\$144,357	9.2%
Master Development Review Team	\$1,218,985	\$574,990	\$643,995	47.2%
Community Development	\$1,609,327	\$691,488	\$917,840	43.0%
Parks Department	\$364,077	\$262,624	\$101,454	72.1%
Cemetery Department	\$69,675	\$58,390	\$11,285	83.8%
Total Operating Expenditures	\$11,070,148	\$5,260,257	\$5,809,891	47.5%
Transfers	\$147,393	\$0	\$147,393	0.0%
AWC Insurance and Flex Deposits	\$0	\$1,810	-\$1,810	N/A
Master Development Review Team Consultants	\$1,855,000	\$482,931	\$1,372,069	26.0%
Interfund Loan	\$0	\$327,641	-\$327,641	N/A
Total Expenditures	\$13,072,541	\$6,072,639	\$6,999,902	46.5%
Surplus/Deficit	-\$417,565	\$101,187	\$518,752	124.2%

General Fund Revenue Summary

The graph below, 2022 - 2026 Actual Revenues, Accumulated Monthly is meant to provide a Year-over-Year monthly comparison of each month's General Fund Revenue earnings for comparative purposes.



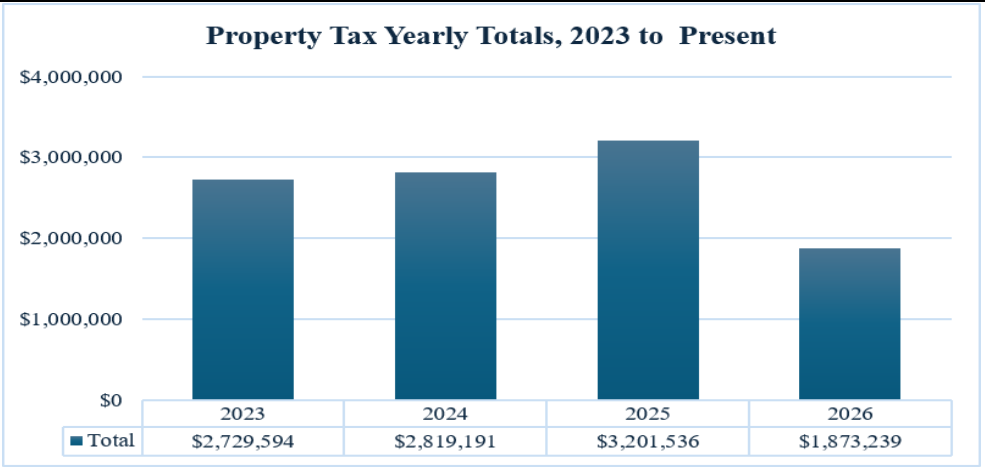
The graph, *General Fund Actual Revenues and Expenditures*, depict the City's actual revenues and expenditures from 2019 through April 2026. For five of the past seven years, the City achieved a surplus within the General Fund. The expenditures include transfers made to other internal funds. The City, generally, transfers roughly \$600,000 per year out to other funds. This year, the General Fund is transferring \$147,393 to Capital Projects.



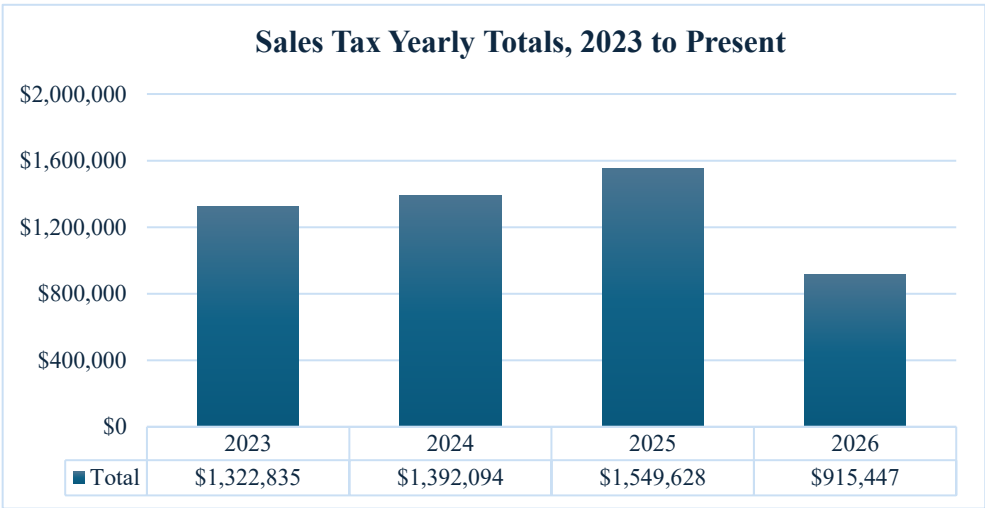
General Fund Revenues "Snapshot"

The following graphs depict the yearly totals of select General Fund revenue streams. For the year 2026, the total amounts include up to the month of June, 2026.

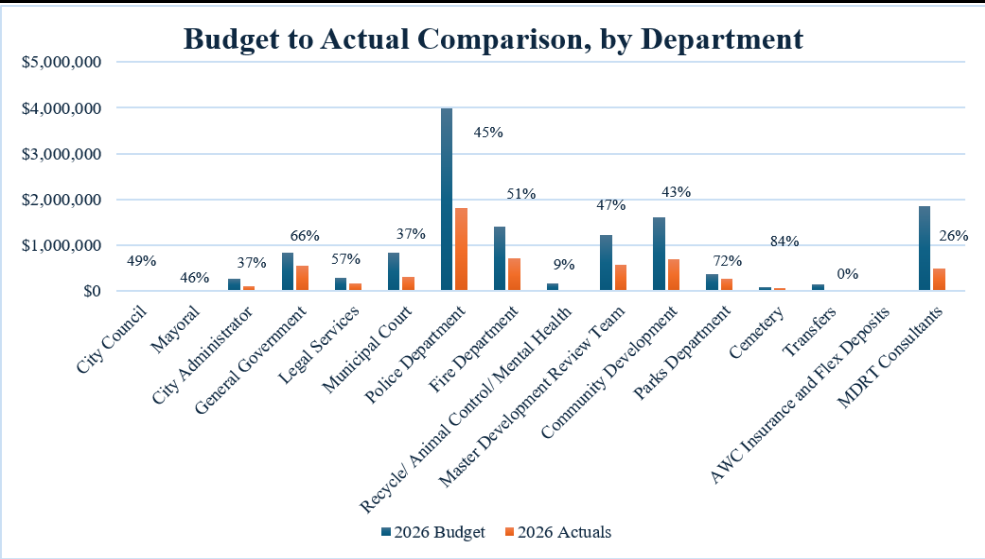
Property taxes serve as the financial backbone and single largest source of locally-generated revenue. Property Taxes in 2026, are estimated to account for 33% of General Fund revenues.



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



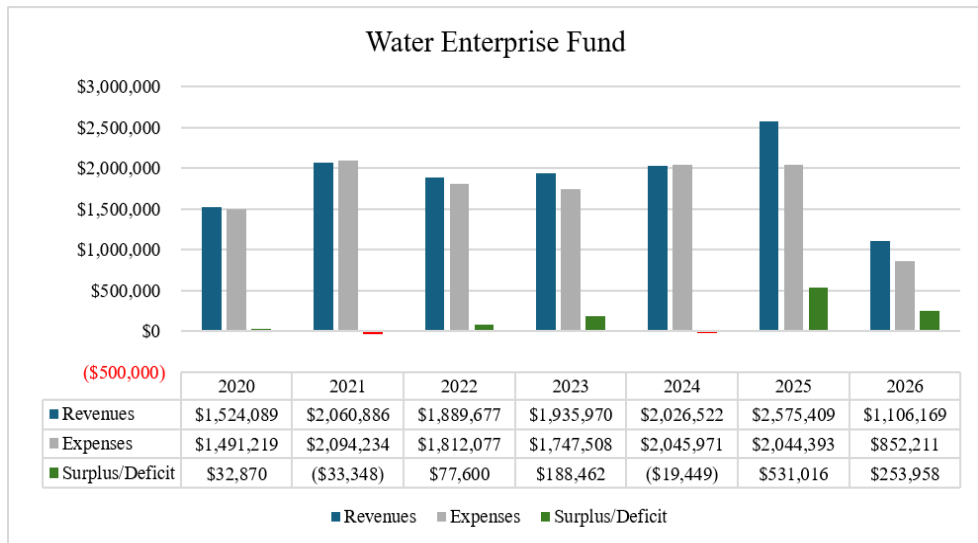
This graph, *Budget to Actual Comparison by Department*, compares each department's expenditures within the General Fund up to the the end of June, 2026.



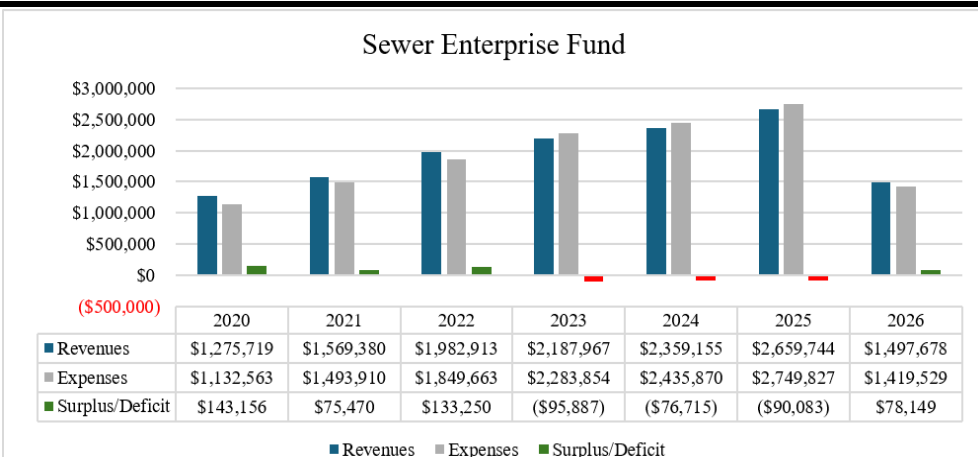
Enterprise Funds

Enterprise funds operate differently from the General Fund and other Special Revenue Funds. These funds must operate similar to a private business, in that, their operational revenues must consistently and sustainably cover their operational expenditures. As a full-service City, Black Diamond has three enterprise funds: Water, Sewer, and Stormwater. The following graphs, one for each fund, depict the actual revenues and expenditures from 2020 to June, 2026. It is important to note some deficits, in prior years, were caused by internal transfers.

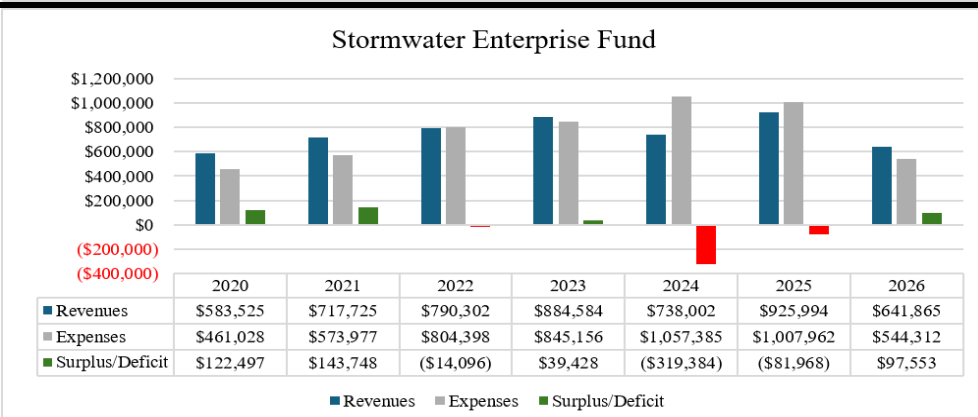
The Water Operational Fund is responsible for the delivering of safe, high-quality, and reliable drinking water. The core revenues are: water charges; sales from irrigation; and new meter fees due to the amount of new construction.



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



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



CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Purchase of a 2026 Chevy Silverado from Bud Clary Chevrolet	Agenda Date: September 1, 2026	
	AB26-110	
	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): \$67,956.45	Police – Chief Kiblinger	
Fund Source: PW Equipment Replacement	Public Works – Scott Hanis	X
Timeline: September 2026	Court – Judge Swain/Tawnya Parks	
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Resolution; Bud Clary Chevrolet Quote		
SUMMARY STATEMENT: Public Works has planned and budgeted to replace a utility truck this year. One truck is now at the end of its useful life and will need to be surplusd. Staff solicited quotes for Chevrolet Silverado 2500s from 2024-2026 from three vendors and found the best deal through Bud Clary Chevrolet in Longview, Washington. The quote from Bud Clary is the lowest and also includes State Bid pricing. The amount with taxes and other fees is \$67,956.45. This utility truck already comes outfitted with the utility truck box that would have been needed and will be ready to go into service shortly after purchase. Public Works staff recommends the purchase of this truck. FISCAL NOTE (Finance Department): The 2026 budget has sufficient funds in the Public Works Equipment Replacement Fund to cover this purchase.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 26-1772 authorizing the purchase of a 2026 Chevrolet Silverado from Bud Clary Chevrolet.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
September 1, 2026		

RESOLUTION NO. 26-1772

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE PURCHASE OF A 2026 CHEVROLET
SILVERADO 2500 FROM BUD CLARY CHEVROLET**

WHEREAS, the Public Works Department needs to replace one of its utility trucks; and

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

WHEREAS, staff solicited quotes from three dealerships for Chevrolet Silverado 2500s outfitted with utility boxes; and

WHEREAS, Bud Clary Chevrolet provided the lowest quote in the amount of \$67,956.45; and

WHEREAS, the Bud Clary Chevrolet quote also includes State Bid contract pricing;

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 2026 Chevy Silverado 2500 Utility Truck for use by the Public Works department from Bud Clary Chevrolet as identified in the quote attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF SEPTEMBER, 2026.

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk

Kevin Esping

From: Patrick Thill <patrick.thill@budclary.com>
Sent: Thursday, August 13, 2026 9:07 AM
To: Kevin Esping
Subject: Fw: Vehicle Quote - 2026-8-174 - BLACK DIAMOND, CITY OF - 21705

Pat Thill
Fleet Sales Manager
Bud Clary Chevrolet
1030 Commerce Ave
Longview, WA 98632
Phone: 360-423-1700
www.budclary.com

From: NOREPLY@des.wa.gov <NOREPLY@des.wa.gov>
Sent: Thursday, August 13, 2026 9:04 AM
To: Patrick Thill <patrick.thill@budclary.com>
Cc: descarsystem@des.wa.gov <descarsystem@des.wa.gov>
Subject: Vehicle Quote - 2026-8-174 - BLACK DIAMOND, CITY OF - 21705

Vehicle Quote Number: 2026-8-174 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 28423

Dealer: Bud Clary Chevrolet (W262)

Dealer Contact: Becky Davis

Dealer Phone: (360) 423-1700

Organization Information

Organization: BLACK DIAMOND, CITY OF - 21705

Email: patrick.thill@budclary.com

Quote Notes: \$50,613.00 cost of truck before upfit \$11,962.00 for upfit total before tax \$62,575.00 Tax \$5,381.45 Total after tax
\$67,956.45.00

Vehicle Location: BLACK DIAMOND

Color Options & Qty

Summit White (GAZ) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-08027-0001	2026 Chevrolet Silverado 2500 4WD Work Truck	1	\$47,272.00	\$47,272.00

2026-08027-0014 (QXT) Tires, LT265/70R17E all-terrain, blackwall (Included with (Z71) Z71 Off-Road Package.)	1	\$200.00	\$200.00
2026-08027-0015 (H1T)Jet Black, Cloth seat trim	1	\$0.00	\$0.00
2026-08027-0017 (PCV)WT Convenience Package (With (ZW9) pickup bed delete, (QT5) EZ Lift power lock and release tailgate is deleted.)includes (QT5) EZ Lift power lock and release tailgate, (AKO) tinted windows and (C49) rear-window defogger(Required on Regular Cab models with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.(DBG) trailering mirrors may be upgraded to (DWI) trailer mirrors or (DLN) mirrors. Regular Cab models INCLUDES: (DWI) mirrors.)	1	\$1,020.00	\$1,020.00
2026-08027-0026 (C49) Defogger, rear-window electric (Included with (PCV) WT Convenience Package.)	1	\$225.00	\$225.00
2026-08027-0029 (NZZ)Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.)	1	\$150.00	\$150.00
2026-08027-0040 (5N5)Rear Camera Kit Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com (Requires (ZW9) pickup bed delete.)	1	\$73.00	\$73.00
2026-08027-0046 (DWI)Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass lower convex mirrors, turn signal indicators, puddle lamps, (U12) perimeter lighting, auxiliary lighting, power folding/manual extending (extends 3.31 [84.25mm])(Requires (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.Includes (DD8) auto-dimming rearview mirror.(DD8) auto-dimming mirror will be upgraded to (DRZ) Rear Camera Mirror or (DRC) Partial video display rearview mirror when (UVO) Bed View Camera is ordered.)	1	\$600.00	\$600.00
2026-08027-0049 (SFW)Back-up alarm calibration This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting (Included with (ZW9) pickup bed delete. Not available with (8S3) back-up alarm or (UY2) trailer wire provisions.)	1	\$50.00	\$50.00
2026-08027-0051 (9L7) Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories.Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com .	1	\$148.00	\$148.00
2026-08027-0052 (KI4) Power outlet, interior, 120-volt (400 watts shared with (KC9) bed mounted power outlet)(Requires (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)	1	\$225.00	\$225.00
2026-08027-0056 (PYQ)Wheels, 17 (43.2 cm) machined aluminum	1	\$350.00	\$350.00
2026-08027-0061 Delivery to customer location in Northwest Washington (counties of: Clallam, Island, Jefferson, King, Kitsap, Mason, Pierce, San Juan, Skagit, Snohomish, Whatcom) (DLR)	1	\$300.00	\$300.00

Catalytic Converter Marking

Our organization declines catalytic converter marking

Quote Totals

Total Vehicles: 1
Sub Total: \$50,613.00
8.6 % Sales Tax: \$4,352.72
Quote Total: \$54,965.72



New 2026 Chevrolet Silverado 2500 Regular Cab Service Truck

📍 Longview, WA (92 mi away)

List Price	\$52,768
Body Costs	+\$14,150
Wa State Doc Fee	+\$200
Dealer Discount	-\$4,343

SALE

Price

Total Savings

\$62,775

\$4,143

Monthly Payments

(Est. for 60 months)

\$994.42

Calculate Payments

Vehicle available NOW in Longview, WA.

Key Features

	Body Type Service Truck		Mileage 2 mi		Fuel Type Gasoline Fuel
	Body Specs 8' 2" Steel Harbor ...		Drivetrain 4WD		Engine Description Gas V8 6.6L/
	Cab Type Regular Cab				

Vehicle Details

Overview

Stock Number	1CV114
Stock Type	New
Year	2026
Make	<u>Chevrolet</u>
Model	<u>Silverado 2500</u>
Model Code	CK20903
Cab Type	Regular
Vehicle Trim	Work Truck
VIN	1GB3KLE75TF277327
Door Configuration	2
Seller	<u>Bud Clary Chevrolet</u>

 Upfit Dimensions Drivetrain Engine Safety & Security Seating Towing & Hauling Colors Vehicle Options

Seller Information



Bud Clary Chevrolet

[See Dealership's Other Listings](#)

📍 Longview, WA

📞 [\(971\) 251-1857](tel:(971)251-1857)

🌐 fleet.budclarychevrolet.com

🕒 Business Hours ▾

Sun 8:00 AM – 8:00 PM

Mon 8:00 AM – 8:00 PM

Tue 8:00 AM – 8:00 PM

Wed 8:00 AM – 8:00 PM

Thu 8:00 AM – 8:00 PM

Fri 8:00 AM – 8:00 PM

Sat 8:00 AM – 8:00 PM

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Design contract with Parametrix for the Ginder Creek Trails Project.	Agenda Date: September 1, 2026	
	AB26-111	
	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): \$329,536	Police – Chief Kiblinger	
Fund Source: KC Parks Levies, REET (if needed)	Public Works – Scott Hanis	X
Timeline: 2026-27	Court – Judge Swain/Tawnya Parks	
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Contract and Scope; Layout; Renderings		
SUMMARY STATEMENT: Community Development received grant funding for the preliminary design of the Ginder Creek Trails project. This project would include two trails between Roberts Drive and 2nd Ave. (near the new skatepark), along with a playground and parking near Roberts Drive. Parametrix provided preliminary design work on this project. Funding is now available to bring this project to final design along with bid documents. Completion of design and having bid-ready materials will help in procuring grant funds for construction of the project. Design work will include 60% design, final design (which will include project specifications), permitting assistance, and necessary environmental work to determine how to best protect this property while also making it usable for residents and visitors. This project is in the CIP. FISCAL NOTE (Finance Department): Funding for this project will utilize remaining 2020-2025 King County Park Levy funds in 2026 and will utilize new 2026-2031 levy funds in 2027. COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee recommends bringing to full Council for consideration. RECOMMENDED ACTION: MOTION to Adopt Resolution No, 26-1773, authorizing the Mayor to execute a professional services agreement with Parametrix, Inc. for the Ginder Creek Trails project.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
September 1, 2026		

RESOLUTION NO. 26-1773

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH
PARAMETRIX, INC. FOR THE DESIGN OF THE GINDER
CREEK TRAILS PROJECT**

WHEREAS, the City has planned for capital improvements for the Ginder Creek Trails project; and

WHEREAS, King County Parks Levy funding is available to assist with the completion of the design work for this project; and

WHEREAS, Parametrix, Inc. has been selected to provide design engineering on Parks projects within the City; and

WHEREAS, Parametrix prepared preliminary design work for the Ginder Creek Trails project; and

WHEREAS, Parametrix, Inc. has the staff and resources to complete the design of this project;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement with Parametrix, Inc. for the development of design and bid materials for the Ginder Creek Trails Project; substantially in the form attached hereto.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF SEPTEMBER, 2026**

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk

**CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT
FOR CIVIL ENGINEERING SERVICES**

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

CITY OF BLACK DIAMOND, WASHINGTON (the “City”)

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: Ryan Sweet Phone: 360-469-9314 Fax : 360-851-4501

and

PARAMETRIX, INC. (“Consultant”)

Physical Address: 1019 39th Avenue SE, Suite 100

Puyallup, WA 98374

Mailing Address: Same as above.

Contact: Darren Sandeno, P.L.A. Phone: 360-259-2502 Fax: 855-542-6353

Tax Id No.: 91-0914810

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

City of Black Diamond GINDER CREEK TRAIL PRJOECT.

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

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

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

TERMS AND CONDITIONS

1. Services by Consultant

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

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

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

2. Schedule of Work

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

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

3. Compensation

3.1 Rates. Compensation for the services provided according to the tasks outlined in Exhibit "A" shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "B" and shall not exceed Three Hundred Twenty-Nine Thousand Five Hundred Thirty-Six Dollars (\$329,536.00). This amount shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed Agreement amendment.

4. Payment

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

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

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

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

5. Discrimination and Compliance with Laws

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

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

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

6. Duration, Suspension, and Termination of Agreement

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

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

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

7. Standard of Care

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

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

8. Ownership of Work Product

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

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

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

9. Indemnification/Hold Harmless

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

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

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

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

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

10. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

11. Assigning or Subcontracting

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

12. Independent Contractor

12.1 Consultant and its subconsultants are, and shall be at all times during the term of this Agreement, independent contractors. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

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

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

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

17. Extent of Agreement/Modification

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

18. Conflict of Interest; Non-Collusion

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

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

AGREED TO BY:

CITY OF BLACK DIAMOND

PARAMETRIX, INC.

By: _____

John Adler

Its: Mayor

By: _____

Austin Fisher, P.E.

Its: Vice President

Date: _____

Date: _____

Attest:

By:

Brenda L. Martinez

City Clerk

APPROVED AS TO FORM:

David A. Linehan

City Attorney

EXHIBIT A

(General Scope of Work)

EXHIBIT B

(Billing Rates and Reimbursable Expenses)

City of Black Diamond Ginder Creek Trail 60% - Final Design

Introduction

The City of Black Diamond (City) received an allocation of funds from King County and has retained Parametrix (PMX) to advance civil and structural design for the proposed Ginder Creek Trail project which will cross Ginder Creek from Roberts Drive to Park Street adjacent to the new skate park. Under a separate contract, PMX prepared 30% civil design plans and a conceptual opinion of cost for the trail, Roberts Drive parking lot, and adjacent playground. This scope includes the necessary elements to prepare a 60% and final civil & structural design documents including specifications and cost estimate. The project duration is assumed to be 9 months with a detailed schedule being prepared upon notice to proceed (NTP).

Task 01 – Project Management & QA/QC

Objectives

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

This task includes general management functions that include the following:

- Project Planning – Document and communicate the scope of work, budget, and schedule as a road map for the project team.
- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Bi-weekly online team meetings to document project design decisions and coordinate with City staff.
- Monthly Progress Reports – Prepare a monthly invoice for services performed by Parametrix.
- Correspondence – Prepare written correspondence as needed.
- Quality Assurance and Quality Control – provide independent reviews of deliverables to ensure best practices are met and deliverables meet the City's expectations.

Deliverables

Deliverables for this task include:

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

Assumptions

Assumptions for this task include:

- Project duration is 9 months upon NTP.

- Budget assumes 18 hours of coordination meetings with the City

Task 02 – Environmental Permitting & Documentation

Objective

The objective of this task is to prepare necessary state & city environmental permits for approval.

Approach

Parametrix will coordinate with State of Washington Dept. of Ecology, Washington Dept. of Fish & Wildlife, and City in order to prepare the following permit applications for approval. Critical area mitigation will be prepared based upon actual buffer impacts.

- State Environmental Permit Act (SEPA)
- Hydraulic Project Approval (HPA)
- NPDES (Nationwide Pollutant Discharge Elimination System)
- Critical Areas Mitigation

Deliverables

- Draft & Final SEPA checklists & responses to public comment (if necessary)
- NPDES Permit
- Mitigation Plan based upon buffer impacts

Task 03 – 60% Civil & Structural Trail Design

Objective

The objective of this task is to prepare a coordinated 60% civil & structural design package including specifications & cost estimate.

Approach

Parametrix staff will utilize information prepared within the previous 30% design phase, City input, and proposed geotechnical study to prepare 60% set of design plans & specifications.

- Cover sheet
- General notes, legend, and abbreviations
- Typical Sections
- Demo & TESC (2 sheets @ 1" = 50')
- Horizontal Control (2 sheets @ 1" = 50')
- Trail Plan & Profile (12 sheets @ 1" = 20')
- Landscape Restoration & Site Amenities plans (12 sheets @ 1" = 20')

- Parking Lot Hardscape & Grading plan (1 sheet @ 1" = 20')
- Parking Lot Landscape Plan (1 sheet @ 1" = 20')
- Playground Layout Plan (1 sheet @ 1" = 10')
- Pedestrian Bridge Plan, Elevation, and Foundation Details (3 sheets)
- Elevated Boardwalk Plan, Elevation and Structural Details (12 sheets)
- Retaining Walls Plan, Profile and Typical Section (1 sheet)
- Construction Details
- Preliminary Storm Drainage Report
- 60% Specifications
- 60% Cost Estimate

Deliverables

- 60% Civil & Structural Plan Set (CAD & 11x17 PDF format)
- Preliminary Storm Drainage Report
- 60% Project Specifications (MS Word & PDF format)
- 60% Construction Cost Estimate
- Final Geotechnical Report (Provided by Pangeo Inc.)

Task 04 – Final PS&E Civil & Structural Trail Design

Objective

The objective of this task is to prepare a coordinated final civil & structural design package including specifications & cost estimate for permit and contractor bidding purposes.

Approach

Parametrix staff will utilize information prepared within the previous 60% design phase, City review comments and previous information and proposed geotechnical study to prepare a final set of design plans & specifications for permitting & bidding purposes.

- Cover sheet
- General notes, legend, and abbreviations
- Typical Sections
- Demo & TESC (2 sheets @ 1" = 50')
- Horizontal Control (2 sheets @ 1" = 50')
- Trail Plan & Profile (12 sheets @ 1" = 20')
- Landscape Restoration & Site Amenities plans (12 sheets @ 1" = 20')

- Parking Lot Hardscape & Grading plan (1 sheet @ 1" = 20')
- Parking Lot Landscape Plan (1 sheet @ 1" = 20')
- Playground Layout Plan (1 sheet @ 1" = 10')
- Pedestrian Bridge Plan, Elevation, and Foundation Details (3 sheets)
- Elevated Boardwalk Plan, Elevation and Structural Details (12 sheets)
- Retaining Walls Plan, Profile and Typical Section (1 sheet)
- Construction Details
- Final Storm Drainage Report
- Final Specifications
- Final Cost Estimate

Deliverables

- Final Civil & Structural Plan Set (CAD & 11x17 PDF format)
- Final Project Specifications (MS Word & PDF format)
- Final Storm Drainage Report
- Final Construction Cost Estimate

Assumptions

- See Geotechnical Engineering services scope & fee proposal (attached) – Final report provided by 60% deliverables.
- Trail alignment from 60% will have minor adjustments
- An HPA permit is assumed to be required. Depending on preapplication meeting with WDFW and specific bridge construction, this is subject to change.
- Project is outside of FEMA floodplain and is exempt from requirements.
- Cultural resources inventory was completed by others.
- A traffic impact assessment (TIA) is not required
- Utility design is not needed
- Specifications will be in WSDOT 2026 format.
- All deliverables will be in electronic format

Fees

The following fee is proposed on a time and materials – not to exceed – basis:

- Task 01 – Project Management & QA/QC: \$ 15,055
- Task 02 – Environmental Permitting & Documentation: \$ 15,290
- Task 03 – 60% Civil & Structural Trail Design: \$168,665
 - *Geotechnical Subconsultant (Pangeo, inc.):* \$ 18,681
- Task 04 – Final PS&E Civil & Structural Trail Design \$111,845

ParametriX City of Black Diamond-Ginder Creek Trail 60% - Final PS&E		Staff Name	A. Fisher	D. Sandeno	C. Manners	P. Sandeno	N. Smith	B. Rogers	J. Lu	N. Cable	M. Tumanov	J. Cooley	B. Spellman	E. Larson	Labor Summary		Subconsultants	TOTAL
		Title/Category	Vice President	Sr Consultant	Project Coordinator	Planner II	Engineer III	Sr Engineer	Engineer IV	Sr Engineer	Designer III	Sr Project Accountant	Engineer III	Publications Specialist II	Hours	Dollars	Pangeo Inc	
217-3043-TBD		Billing Rate	330.00	305.00	130.00	145.00	185.00	270.00	195.00	230.00	170.00	145.00	170.00	130.00				
TOTAL FEE ESTIMATE			\$ 1,320	\$ 26,230	\$ 12,740	\$ 41,470	\$ 61,420	\$ 11,070	\$ 55,770	\$ 24,610	\$ 61,880	\$ 1,305	\$ 6,800	\$ 6,240	1,701	\$ 310,855	\$ 18,681	\$ 329,536
Task 01	Project Management & QAQC		4	26	18			8				9			65	\$ 15,055	\$ -	\$ 15,055
1	Meetings and Coordination			18											18	\$ 5,490		\$ 5,490
2	Accounting / Financials (Assumes 9 Months)				18							9			27	\$ 3,645		\$ 3,645
3	QAQC		4	8				8							20	\$ 5,920		\$ 5,920
Task 02	Environmental Permitting & Documentation			6	80	16	4								106	\$ 15,290	\$ -	\$ 15,290
1	SEPA			2	40										42	\$ 5,810		\$ 5,810
2	HPA			2	40										42	\$ 5,810		\$ 5,810
3	NPDES						4								4	\$ 740		\$ 740
4	Mitigation			2		16									18	\$ 2,930		\$ 2,930
Task 03	60% Design			46		184	216	14	153	55	181		40	32	921	\$ 168,665	\$ 18,681	\$ 187,346
1	Cover Sheet / General Notes			1			8								9	\$ 1,785		\$ 1,785
2	Typical Sections			1			8								9	\$ 1,785		\$ 1,785
3	Horizontal Control Plan			2		16	16								34	\$ 5,890		\$ 5,890
4	Demo & TESC			2			16								18	\$ 3,570		\$ 3,570
5	Trail Plan / Profile Incl. Structural			2		60	60								122	\$ 20,410		\$ 20,410
6	Structural Design (Trail, Abutments, Walls)			2				14	153	55	181				405	\$ 77,645		\$ 77,645
7	Trail / Structural Notes / Details			2		4	4								10	\$ 1,930		\$ 1,930
8	Parking Lot / Playground Horizontal & Grading			2			40								42	\$ 8,010		\$ 8,010
9	Landscape / Site Amenities Plan			2		24									26	\$ 4,090		\$ 4,090
10	Parking Lot / Playground Notes / Details			2		24	24								50	\$ 8,530		\$ 8,530
11	Specifications			24		16	16							24	80	\$ 15,720		\$ 15,720
12	Storm Drainage Report			2									40	8	50	\$ 8,450		\$ 8,450
12	Cost Estimate			2		16	24								42	\$ 7,370		\$ 7,370
13	Updated Rendering Package					24									24	\$ 3,480		\$ 3,480
14	Geotechnical Investigation (Pangeo, Inc.)															\$ -	\$ 18,681	\$ 18,681
Task 04	Final Civil PS&E Package			8		86	112	19	133	52	183			16	609	\$ 111,845	\$ -	\$ 111,845
1	Cover Sheet / General Notes						1								1	\$ 185		\$ 185
2	Typical Sections						1								1	\$ 185		\$ 185
3	Horizontal Control Plan						8								8	\$ 1,480		\$ 1,480
4	Demo & TESC						8								8	\$ 1,480		\$ 1,480
5	Trail Plan / Profile Incl. Structural					16	16								32	\$ 5,280		\$ 5,280
6	Structural Design (Trail, Abutments, Walls)							17	117	45	158				337	\$ 64,615		\$ 64,615
7	Trail / Structural Notes / Details					2	2								4	\$ 660		\$ 660
8	Parking Lot / Playground Horizontal & Grading: Sheets 20-21						16								16	\$ 2,960		\$ 2,960
9	Landscape / Site Amenities Plan					8									8	\$ 1,160		\$ 1,160
10	Parking Lot / Playground Notes / Details					16	8								24	\$ 3,800		\$ 3,800
11	Specifications			8		20	20							16	64	\$ 11,120		\$ 11,120
12	Cost Estimate					8	16								24	\$ 4,120		\$ 4,120
13	Responses to City Comments					16	16	2	16	7	25				82	\$ 14,800		\$ 14,800
																\$ -		\$ -
																\$ -		\$ -
	Total Hours		4	86	98	286	332	41	286	107	364	9	40	48	1701			
TOTALS			\$ 1,320	\$ 26,230	\$ 12,740	\$ 41,470	\$ 61,420	\$ 11,070	\$ 55,770	\$ 24,610	\$ 61,880	\$ 1,305	\$ 6,800	\$ 6,240	1,701	\$ 310,855	\$ 18,681	\$ 329,536

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

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

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

June 8, 2026
File No. PA-1107

Mr. Darren Sandeno
Parametrix
1019 39th Avenue Southeast, Suite 100
Puyallup, Washington 98374

Subject: Proposal for Geotechnical Engineering Services
Ginder Creek Trail, Black Diamond, Washington

Dear Mr. Sandeno:

Attached please find our proposal to provide geotechnical engineering services for the proposed Ginder Creek Trail in Black Diamond, Washington. The proposed trail will extend from Roberts Drive at the northwest to the intersection of Park Avenue and Second Avenue to the southeast. Where the trail will cross Ginder Creek it is planned to construct a 40-foot-long pedestrian bridge. The approaches to the bridge will consist of boardwalks.

Our proposed scope of work is outlined in Exhibit 1, and our detailed cost estimate is included in Exhibit 2. We estimate that a budget of \$18,861 will be needed to complete the scope of work. We will not exceed the estimated budget without your prior approval. Please call should you have any questions regarding this proposal.

Sincerely,



Scott D. Dinkelman, LEG
Principal Engineering Geologist

Enclosures:

- Exhibit 1 – Scope of Work
- Exhibit 2 – Cost Estimate

EXHIBIT 1 - SCOPE OF WORK

1. **Document Review** – Review pertinent geologic maps and previous explorations in the area to gain an understanding of the site soil conditions.
2. **Site Reconnaissance** – Conduct a site reconnaissance to review the pavement and site surface conditions that may impact the design and construction of the project. At the time of our site visit, we will mark the test boring locations for utility locating purposes.
3. **Drilling Preparation** – Prepare and submit a site and exploration plan showing the test boring locations, and logistics to the project team for review and approval.
4. **Subsurface Exploration (Test Borings)** – We propose to drill four test borings along the boardwalk alignment and bridge abutments. A small excavator will be used to make an access trail for the drilling equipment.

The borings will be drilled to a depth of about 15 to 20 feet below grade. The actual depth of the borings will depend on the subgrade conditions encountered.

Standard Penetration Tests (SPT) will be conducted in the boreholes at 2½- and 5-foot depth intervals. The test results will be used to estimate relative density of the existing site soils along the project alignment.

After the test borings are completed, we will backfill the boreholes in general accordance with Washington Department of Ecology requirements. The borings in the existing roadway will be patched with concrete.

The soil cuttings will be spread out on the ground around the borehole locations.

At least 72 hours before beginning our work, we will notify the appropriate utilities to locate and mark their subsurface installations in the existing right of way. We will also use a private locator to clear the boring locations prior to drilling.

5. **Subsurface Exploration (Hand Borings with Dynamic Cone Penetrometer Tests)** – We propose to conduct four to five supplemental hand borings with dynamic cone penetrometer tests (DCPT) to evaluate subsurface conditions in areas that cannot be access by the drill rig. Dynamic cone penetration test consists of driving a 1.4-inch diameter cone tip with a 35-pound hammer free falling 15 inches per stroke. The number of blows needed to achieve each 4-inch (10 cm) penetration will be recorded and then converted to equivalent Standard

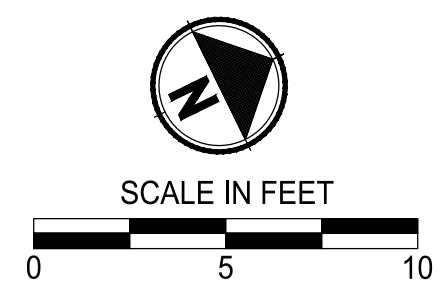
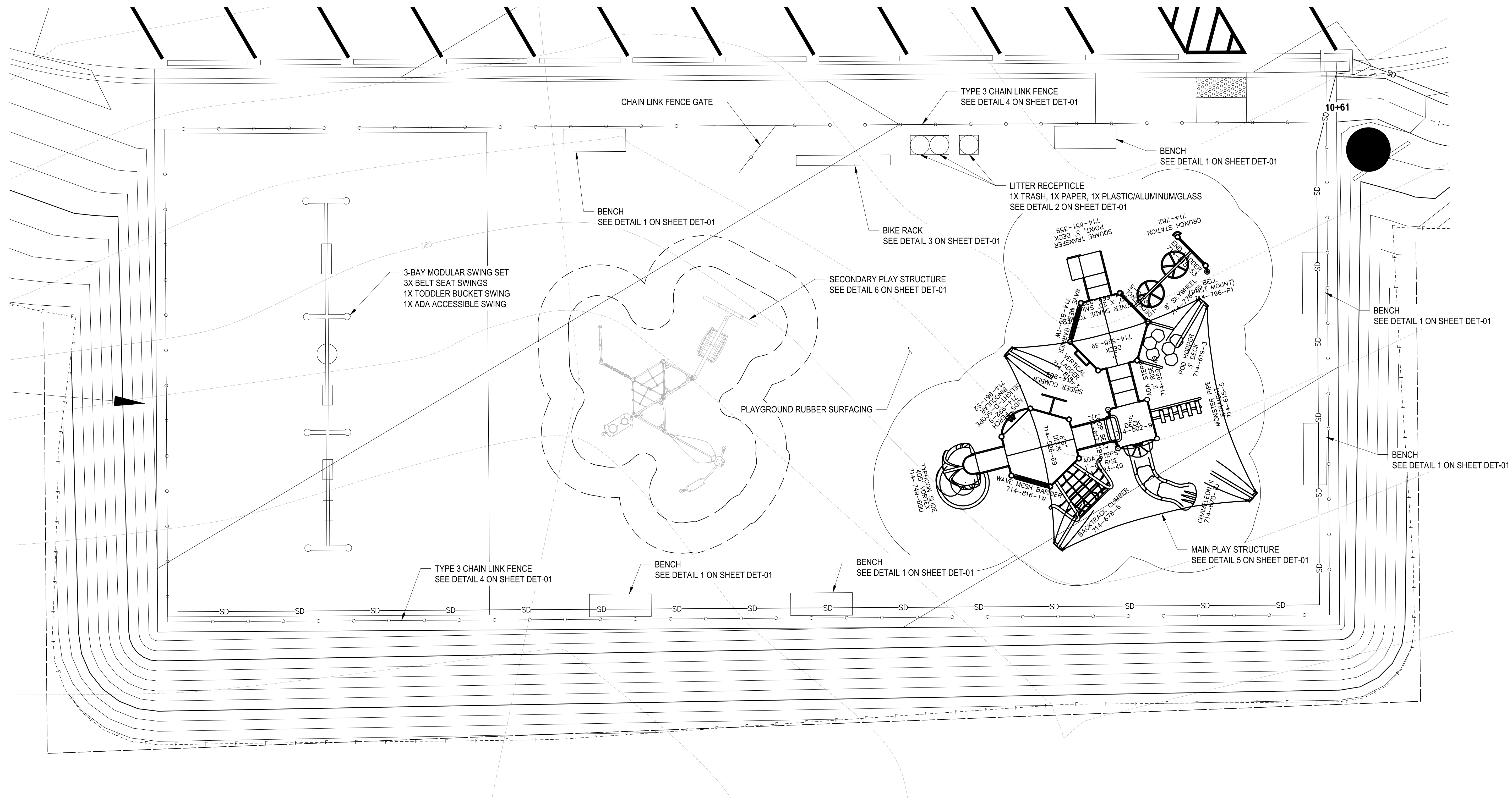
Penetration Tests (SPT) N-values. The DCPTs will be terminated when practical refusal is reached. A hand boring will be excavated adjacent to the DCPT locations to verify soil conditions.

A geologist or engineer from PanGEO will conduct the hand borings and DCPTs, record the penetration resistance, and log the soils.

6. **Laboratory Testing** – Where appropriate, we will select representative soil samples for geotechnical index testing. These tests may include moisture contents and grain size analysis.
7. **Geotechnical Report** – Prepare a draft geotechnical report for review. The report will be finalized once we receive review comments from the project team. In general, the report will include:
 - A site plan indicating the approximate location of subsurface explorations, summary boring and hand boring logs, and subsurface profiles.
 - Description of surface and subsurface conditions (soil and groundwater) encountered at our test boring and hand boring locations.
 - Recommendations for appropriate foundation alternatives and geotechnical design parameters to support the structural design of the foundation elements. The foundation options may include conventional footings and/or piles, depending on the actual soil conditions encountered in the test borings and hand borings.
 - Earthwork recommendations, including fill placement for embankments, stability of soil embankments, temporary excavation slopes, permanent slope configurations, and suitability of the on-site soils as structural fill.
 - Other recommendations as needed based on the site surface and subsurface conditions encountered.
8. **Post-Report Consultation/Meetings** – We will provide post-report consultation to assist with the design and preparation of plans and specifications on an as-needed basis.

EXHIBIT 2 - COST ESTIMATE

ESTIMATED LABOR:									
WORK TASK DESCRIPTION	PERSONNEL & HOURLY RATE						TOTAL HOURS	TOTAL AMOUNT	
	Principal	Senior	Project	Staff	Field	Admin/CAD			
	\$250.00	\$205.00	\$190.00	\$175.00	\$155.00	\$95.00			
Site Reconnaissance/Locate		4			4		8	\$1,440	
Borehole Logging					8		8	\$1,240	
DCPTs and Hand Borings					20		20	\$3,100	
Figures and Logs					4		4	\$620	
Engineering Analysis				4			4	\$700	
Draft Report	2	12	4	0			18	\$3,720	
Final Report	1	2					3	\$660	
TOTAL LABOR:	3	18	4	4	36	0	65	\$11,480	
LABORATORY TESTING:									
Test	Est. No. Tests	Unit Cost	Total Cost						
Moisture Content	0	\$25	\$0						
Grain Size Analysis	4	\$125	\$500						
	0	\$60	\$0						
			\$0						
LABORATORY TOTAL:			\$500						
				ESTIMATED DIRECT EXPENSES:					
				Mileage (4 trips, 90 miles each at \$0.73)					\$241
				Laboratory Testing					\$500
				Field Supplies					\$25
				TOTAL DIRECT EXPENSE					\$766
				SUBCONTRACTOR					
				Mobilization					\$ 1,200.00
				Drilling, 8 hours at \$350/hour					\$ 2,800.00
				Excavator					\$ 1,850.00
				10% Markup on Subcontractors					\$ 585.00
				TOTAL SUBCONTRACTOR					\$6,435
				PROJECT TOTALS AND SUMMARY:					
				Total Labor Cost					\$11,480
				Direct Expenses					\$766
				Subcontractor					\$6,435
				TOTAL:					\$18,681



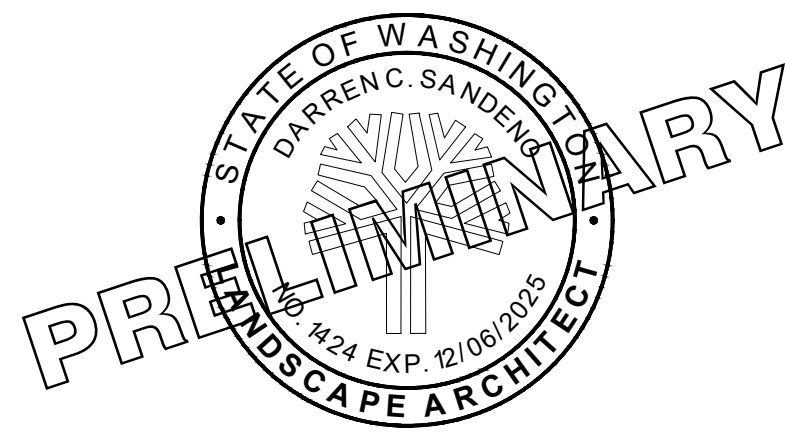
GENERAL NOTES

1. CONTRACTOR SHALL FURNISH AND INSTALL ALL MATERIALS AND EQUIPMENT NECESSARY TO COMPLETE THIS WORK

REVISIONS	DATE	BY	DESIGNED	N. SMITH
			DRAWN	N. SMITH
			CHECKED	D. SANDENO
			APPROVED	

**ONE INCH AT FULL SCALE.
IF NOT, SCALE ACCORDINGLY**

FILE NAME
PS3043041-PP
JOB No.
217-3043-041
DATE
OCTOBER 2025



Parametrix
719 2nd Avenue, Suite 200 • Seattle, WA 98104
Ph: 206.394.3700

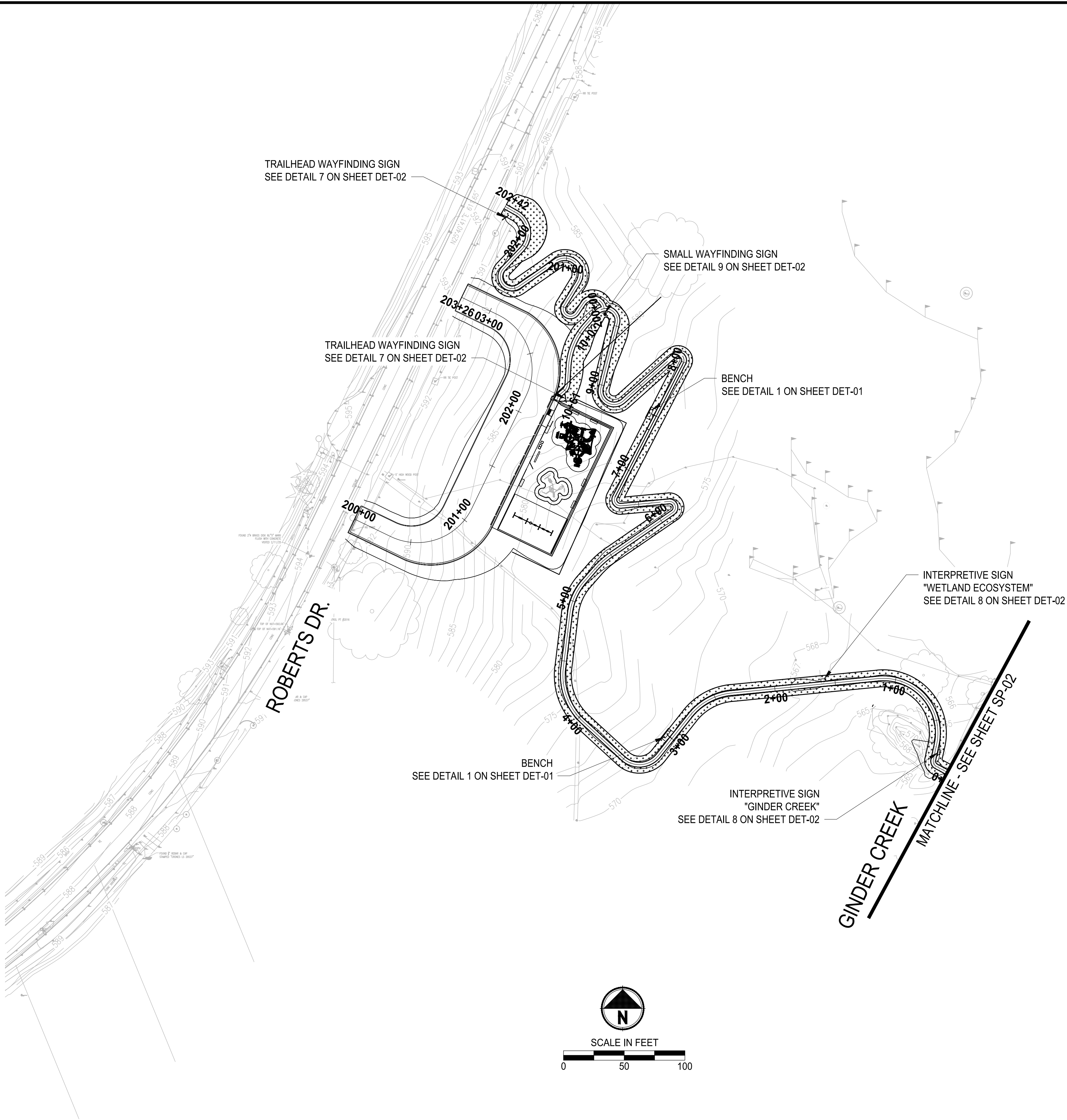
PROJECT NAME

**CITY OF BLACK DIAMOND
GINDER CREEK TRAIL**

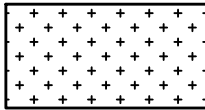
BLACK DIAMOND, WA

PRELIMINARY	
NOT FOR CONSTRUCTION	
PLAYGROUND PLAN	SHEET NO. 21 OF 25
	PP-02

PATH: U:\FSO\Projects\Clients\3043-BlackDiamondCity\217-3043-041-GinderCreekTrailPlan\995\ves\CAAD\DWG PLOTTED BY: AlenDyl DATE: Friday, October 31, 2025 4:56:21 PM LAYOUT: SP-01



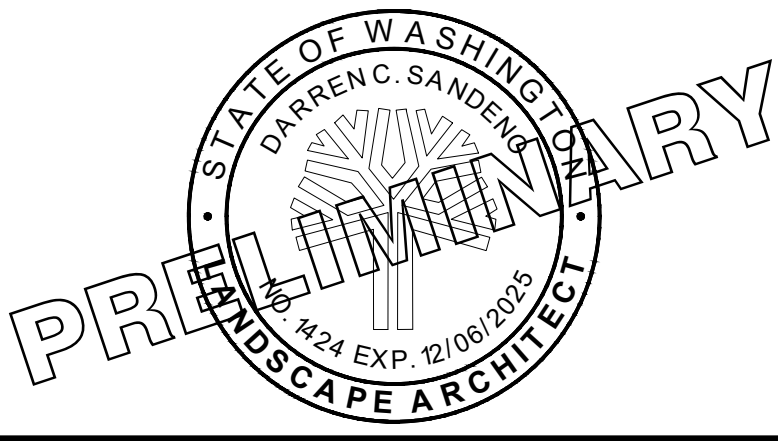
LEGEND:



RESTORATION PLANTING

REVISIONS	DATE	BY	DESIGNED
			N. SMITH
			DRAWN
			N. SMITH
			CHECKED
			D. SANDENO
			APPROVED

ONE INCH AT FULL SCALE. IF NOT, SCALE ACCORDINGLY
FILE NAME
PS3043041-SP
JOB No.
217-3043-041
DATE
OCTOBER 2025



Parametrix
719 2nd Avenue, Suite 200 • Seattle, WA 98104
Ph: 206.394.3700

PROJECT NAME
CITY OF BLACK DIAMOND GINDER CREEK TRAIL
BLACK DIAMOND, WA

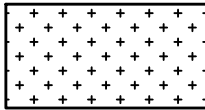
SITE AMENITIES PLAN

PRELIMINARY
NOT FOR CONSTRUCTION

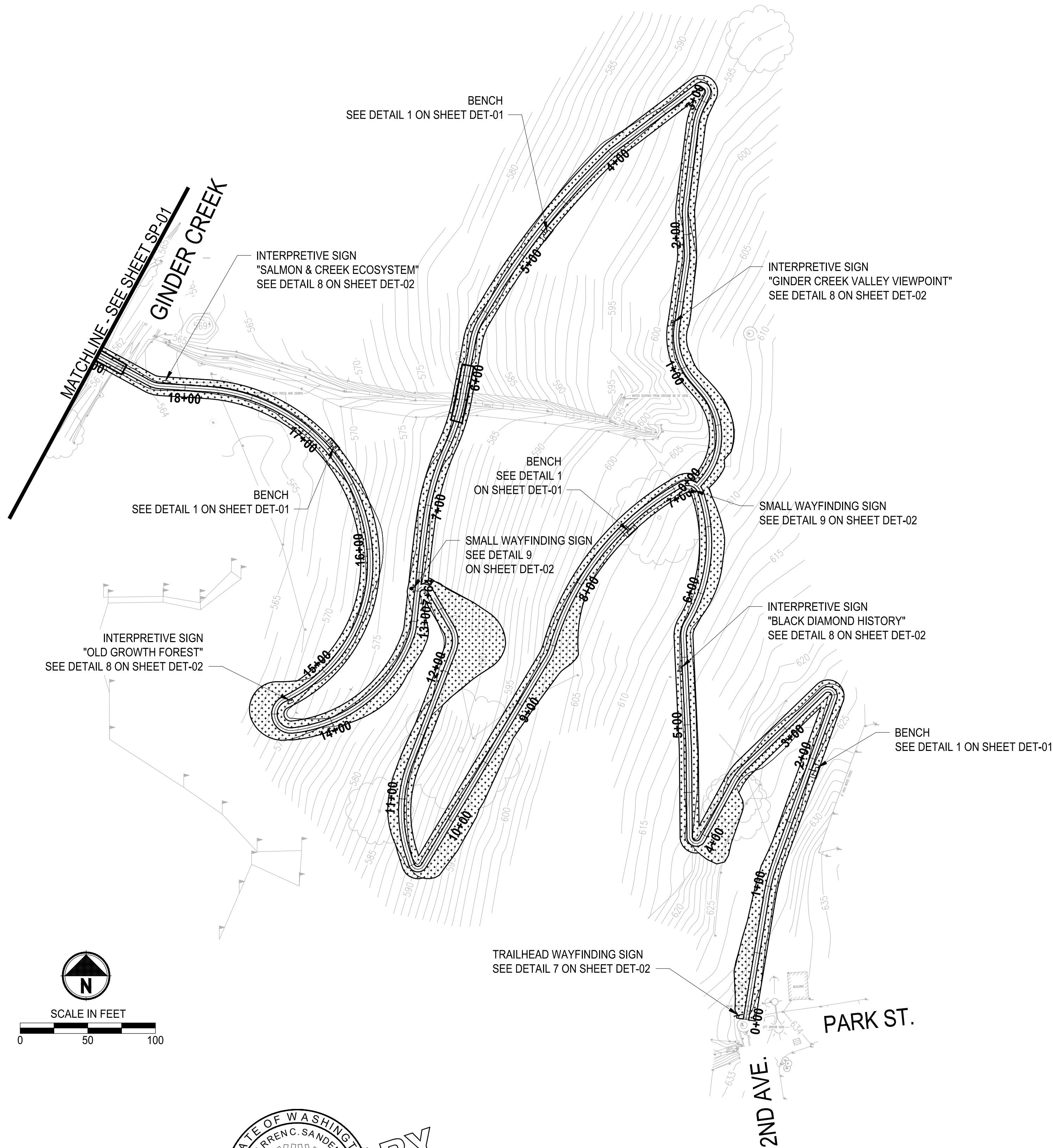
SHEET NO. 22 OF 25
SP-01

LAYOUT: SP-02
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DATE: Friday, October 31, 2025 4:56:33 PM

LEGEND:



RESTORATION PLANTING



REVISIONS	DATE	BY	DESIGNED
			N. SMITH
			DRAWN
			N. SMITH
			CHECKED
			D. SANDENO
			APPROVED

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PS3043041-SP
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217-3043-041
DATE
OCTOBER 2025



Parametrix
719 2nd Avenue, Suite 200 • Seattle, WA 98104
Ph: 206.394.3700

PROJECT NAME
**CITY OF BLACK DIAMOND
GINDER CREEK TRAIL**

BLACK DIAMOND, WA

SITE AMENITIES PLAN

**PRELIMINARY
NOT FOR CONSTRUCTION**

SHEET NO.
23 OF 25

SP-02

TRAIL BOARDWALK

conceptual renderings

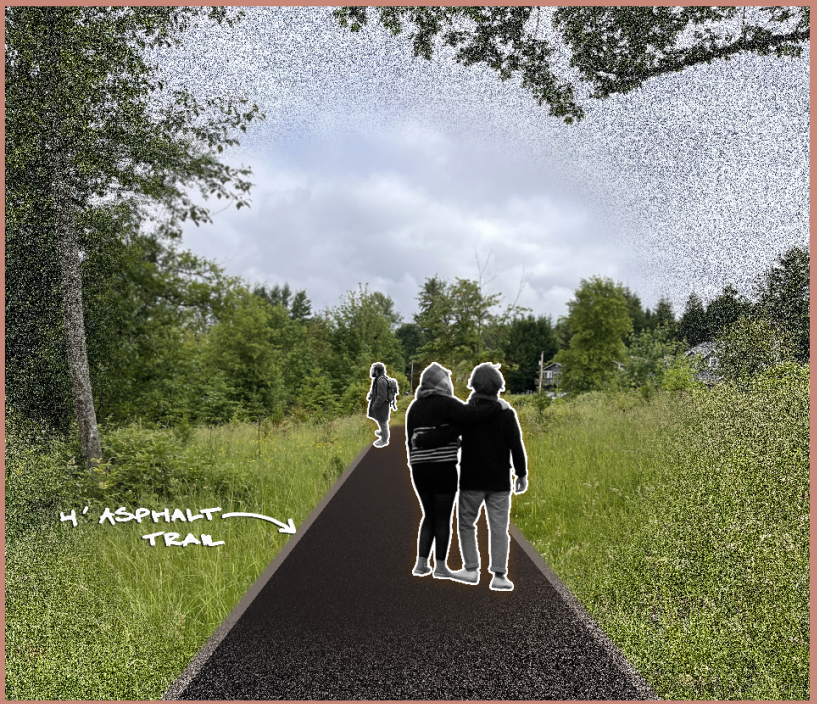
boardwalk view



TRAIL PATHWAY

conceptual renderings

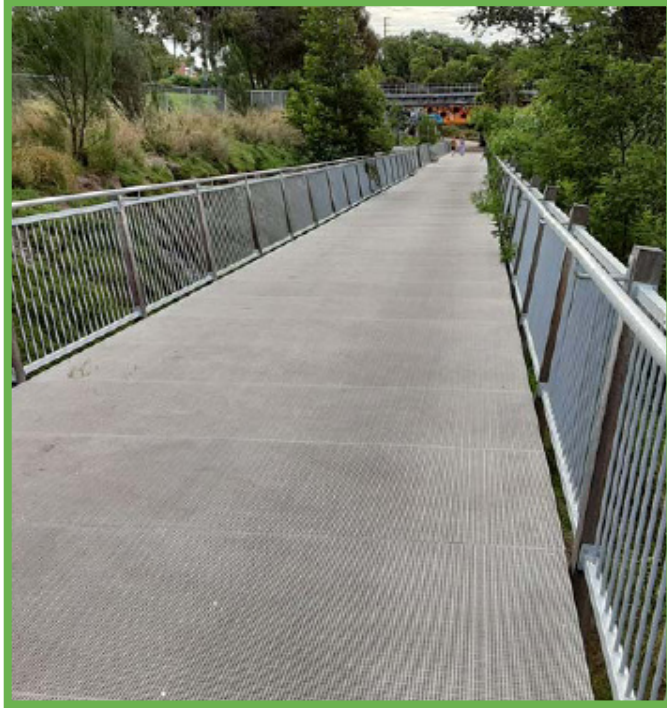
trail view



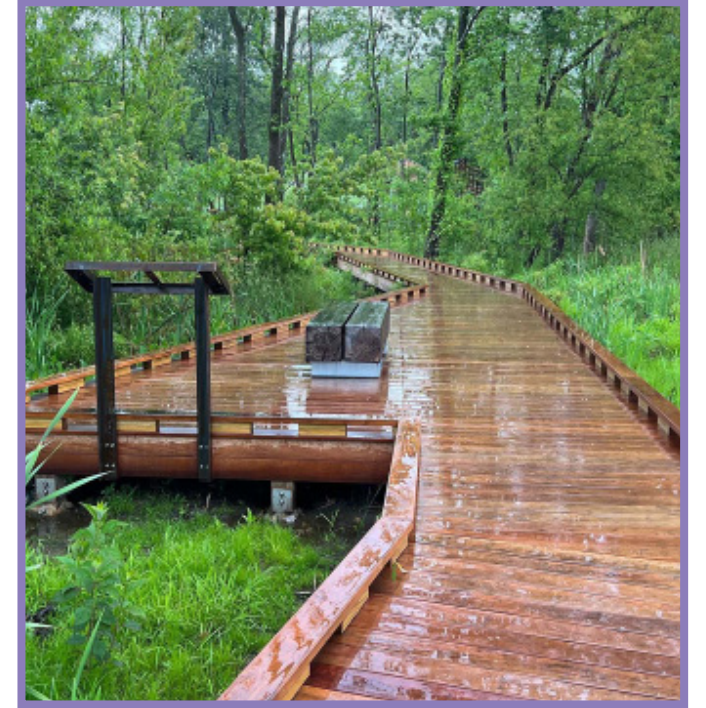
SITE FEATURES

precedent photos + descriptions

frp boardwalk surface



sitting + viewing platform



interpretive signage



asphalt trail surfacing



GINDER CREEK TRAIL

conceptual renderings



CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Ordinance Amending Chapter 10.32 and 10.34 of the Black Diamond Municipal regarding penalty amounts as well as amending permitted uses.	Agenda Date: September 1, 2026 AB26-112	
	Mayor John Adler	
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	X
	City Clerk – Brenda L. Martinez	
	Com Dev – Hal Hart	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	
	Police – Chief Kiblinger	X
Cost Impact (see also Fiscal Note): 0	Public Works – Scott Hanis	
Fund Source: N/A	Court – Judge Swain/Tawnya Parks	
Timeline:		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Ordinance; Exhibit A amendments to BDMC Ch. 10.32; Exhibit B amendments to BDMC Ch. 10.34		
SUMMARY STATEMENT: This ordinance makes clean-up changes to chapter 10.32 and 10.34 of the Black Diamond Municipal Codes (BDMC). The amendments change penalty amounts that are exclusive of statutory assessments, allow limited sidewalk use of PEMDs at a low speed to reduce conflicts with pedestrians, and expressly authorize persons under sixteen to operate PEMDs within the City, while maintaining restrictions intended to protect public safety. Specifically, 1. Remove the prohibition on skateboards, roller skates, coasters, and in-line skates operating on sidewalks; 2. Amend the civil infraction penalty for violations of Chapter 10.32; 3. Authorize Personal Electric Mobility Devices (PEMDs), including motorized foot scooters, to operate on sidewalks and pedestrian paths at a maximum speed of five miles per hour; 4. Authorize persons under sixteen years of age to operate PEMDs within City limits, subject to the requirements of Chapter 10.34; 5. Establish or adjust the base penalties for violations involving electric motorcycles, electric-assisted bicycles, and PEMDs; and No significant fiscal impact is anticipated. Any penalty revenue would be dependent upon the number of violations issued and collected. FISCAL NOTE (Finance Department): N/A		

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 26-1257 amending Black Diamond Municipal Code Chapter 10.32 as shown in attachment A; Chapter 10.34 as shown in attachment B, providing for severability; and establishing an effective date.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 1, 2026		

ORDINANCE NO. 26-1257

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AMENDING CHAPTER 10.32 OF THE BLACK DIAMOND MUNICIPAL CODE, SKATEBOARDS, ROLLER SKATES, COASTERS, AND IN-LINE SKATES TO ADJUST PENALTIES FOR VIOLATION; AMENDING CHAPTER 10.34 OF THE BLACK DIAMOND MUNICIPAL CODE, OPERATION OF ELECTRIC MOTORCYCLES, ELECTRIC-ASSISTED BICYCLES, AND PERSONAL ELECTRIC MOBILITY DEVICES TO ADJUST PENALTIES FOR VIOLATION, TO AUTHORIZE USE OF PERSONAL ELECTRIC MOBILITY DEVICES ON SIDEWALKS AND BY PERSONS UNDER SIXTEEN YEARS OF AGE, AND TO ESTABLISH SPEED LIMITS FOR OPERATION OF THE SAME; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City regulates the use of skateboards, roller skates, coasters, and in-line skates in chapter 10.32 of the Black Diamond Municipal Code (BDMC); and

WHEREAS, BDMC 10.32.050 sets forth the penalty for violations of chapter 10.32 BDMC as “not more than \$250”; and

WHEREAS, for an infraction to be cited using the Statewide Electronic Collision & Ticket Online Records (SECTOR) program, violations must have a specific penalty amount rather than a maximum penalty; and

WHEREAS, BDMC 10.32.050 provides that a violation of chapter 10.32 BDMC is a traffic infraction, which carry heavier statutory assessments and are reported to DOL; and

WHEREAS, the City Council desire to penalize violations of chapter 10.32 BDMC as a \$250 civil nontraffic infraction be consistent with the penalties adopted in chapter 10.34 BDMC, regarding operation of electric motorcycles, electric-assisted bicycles, and personal electric mobility devices;

WHEREAS, chapters 10.32 and 10.34 BDMC establish the base penalties for violations and additional statutory assessments and court fees may be added by the court; and

WHEREAS, the City Council desires to adjust penalty amounts for violations of chapters 10.32 and 10.34 BDMC to take into account the additional statutory assessments and court fees that may be added to the base penalties; and;

WHEREAS, RCW 46.20.500 provides that local jurisdictions may authorize use of motorized foot scooters on sidewalks and trails, and by persons under sixteen years of age; and

WHEREAS, the City Council desires to authorize use of all personal electric mobility devices, including motorized foot scooters, on sidewalks and by persons under sixteen years of age, provided they are operated at safe speeds;

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

Section 1. BDMC Ch. 10.32 Amended. Black Diamond Municipal Code Chapter 10.32, Skateboards, Roller Skates, Coasters, and In-line Skates, is hereby amended as shown in Exhibit A attached hereto.

Section 2. BDMC Ch. 10.34 Amended. Black Diamond Municipal Code Chapter 10.32, Operation of Electric Motorcycles, Electric-Assisted Bicycles, and Personal Electric Mobility Devices (PEMDs), is hereby amended as shown in Exhibit B attached hereto.

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

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

PASSED BY A MAJORITY OF THE CITY COUNCIL AT A MEETING HELD ON THE 1ST DAY OF SEPTEMBER, 2026.

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

David Linehan, City Attorney

Published: _____

Posted: _____

Effective Date: _____

EXHIBIT A

Chapter 10.32 - SKATEBOARDS, ROLLER SKATES, COASTERS, AND IN-LINE SKATES

10.32.010 - Definitions.

For the purposes of this chapter:

"Coaster" means a footboard mounted upon two or more wheels and controlled by an upright steering handle. The device is most often propelled by the user in an upright position or kneeling.

"In-line skates" means a pair of shoes or boots, mounted upon three or more wheels arranged in a line, one behind the other, under the attached shoe or boot, and are most often propelled by the user in an upright, standing position.

"Roller skates" means a pair of shoes, mounted upon two sets of wheels arranged side-by-side, and are most often propelled by the user in an upright, standing position or kneeling.

"Skateboard" means a footboard mounted upon four or more wheels and is usually propelled by the user who sometimes stands, sits, kneels, or lays upon the device while it is in motion.

10.32.020 - Duty to obey traffic control devices and rules of the road.

- A. Any person operating a skateboard, roller skates, coaster, or in-line skates shall obey all rules of the road applicable to vehicle or pedestrian traffic, as well as the instructions of official traffic control signals, signs, and other control devices applicable to vehicles, unless otherwise directed by a police officer.
- B. When preparing for a left turn, the operator shall stop and dismount as close as practical to the right-hand curb or right edge of the roadway and complete the turn by crossing the roadway on foot, subject to the restrictions placed on pedestrians in Chapter 46.61 RCW.

10.32.030 - Certain uses prohibited.

- A. No skateboard, roller skates, coaster, or in-line skates shall be ridden or used in a negligent or unsafe manner but shall be operated with reasonable regard for the safety of the rider or user and other persons.

- B. No skateboard, roller skates, coaster, or in-line skates shall be ridden or used between the times of sunset to sunrise; provided, skateboards, in-line skates, and roller skates may be ridden or used in the skate park facility located at 25241 Park Street during the hours set forth in BDMC 8.28.030.
- C. No skateboard or coaster shall be ridden or used with any passengers in addition to the operator.
- D. No skateboard, roller skates, coaster, or in-line skates shall be ridden or used without the rider or user wearing a properly fitted helmet that meets or exceeds safety standards adopted by Standard Z-90, set by the American National Standards Institute.

10.32.040 - Prohibited areas.

It is unlawful for any person to ride upon or use a skateboard, roller skates, coaster, or in-line skates in any of the following areas:

- A. In city parks, unless designated for such use;

~~B. On sidewalks within the city limits or~~

- ~~EB.~~ On any city street with a posted maximum speed limit greater than twenty-five miles per hour.

10.32.050 - Penalties.

Any person violating any provision of this chapter shall be guilty of a ~~civil non-~~traffic infraction and shall be punished by the imposition of a monetary penalty of ~~not more than two hundred fifty~~ one hundred and twenty-two dollars, exclusive of statutory assessments; provided, conduct that constitutes a criminal ~~traffic~~ offense may be charged as such and is subject to the maximum penalties allowed for such offenses. Community service hours may be imposed in lieu of a monetary penalty.

EXHIBIT B

Chapter 10.34 – OPERATION OF ELECTRIC MOTORCYCLES, ELECTRIC-ASSISTED BICYCLES, AND PERSONAL ELECTRIC MOBILITY DEVICES

10.34.010 Definitions.

For the purposes of this chapter:

“Bicycle” means every device propelled solely by human power, or an electric-assisted bicycle, upon which a person or persons may ride, having two tandem wheels either of which is 16 inches or more in diameter, or three wheels, any one of which is 20 inches or more in diameter.

“Electric-assisted bicycle” means a bicycle with two or three wheels, a saddle, fully operative pedals for human propulsion, and an electric motor. The electric-assisted bicycle’s electric motor must have a power output of no more than 750 watts. The electric-assisted bicycle must meet the requirements of one of the following three classifications:

1. “Class 1 electric-assisted bicycle” means an electric-assisted bicycle in which the motor provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour;
2. “Class 2 electric-assisted bicycle” means an electric-assisted bicycle in which the motor may be used exclusively to propel the bicycle and is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour; or
3. “Class 3 electric-assisted bicycle” means an electric-assisted bicycle in which the motor provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour and is equipped with a speedometer.

“Electric motorcycle” means a motorcycle, as defined by RCW [46.04.330](#), which is powered by electricity and:

1. Is not equipped with fully operable pedals capable of propelling it. Foot pegs are not considered pedals; or
2. Exceeds 750 watts; or
3. Is capable of going over 28 miles per hour with motor assistance.

“Guardian” means a parent, legal guardian, or adult responsible for the care and supervision of a minor.

“Minor” means any person under the age of 18.

“Motorized foot scooter” means a device with two or three wheels that has handlebars, a floorboard that can be stood upon while riding, and is powered by an internal combustion engine or electric motor that has a maximum speed of no greater than twenty miles per hour on level ground.

“Personal electric mobility device” or “PEMD” means a wheeled device designed to transport a single person, powered in whole or in part by an electric motor, intended primarily for personal transportation, and not otherwise classified as a motor vehicle, motorcycle, moped, bicycle, electric-assisted bicycle, mobility aid, motorized foot scooter, or other vehicle specifically regulated by this code. PEMDs include, but are not limited to, one-wheel self-balancing devices, hoverboards, electric skateboards, and similar devices.

10.34.020 – Duty to obey traffic control devices and rules of the road.

Any person operating an electric motorcycle, electric-assisted bicycle, or personal electric mobility device shall obey all rules of the road applicable to vehicle or pedestrian traffic, as well as the instructions of official traffic-control signals, signs, and other control devices applicable to vehicles, unless otherwise directed by a police officer.

10.34.030 – Prohibited operation of electric motorcycles.

- A. No person under the age of 16 may operate an electric motorcycle within the city.
- B. No person may operate an electric motorcycle that is not registered with the Washington State Department of Licensing and does not have a valid license plate.
- C. No person may operate an electric motorcycle without a valid driver’s license with a motorcycle endorsement.
- D. No person may operate an electric motorcycle on a public street or road unless it meets the requirements of RCW [46.61.705](#).
- E. No person may operate an electric motorcycle on any sidewalk, pedestrian path, shared use path, or park trail.
- F. No person may operate an electric motorcycle within any city-owned or city-controlled parks, or on any other city property, except parking lots.

10.34.040 – Prohibited operation of electric-assisted bicycles.

- A. No person may operate a Class 3 electric-assisted bicycle on any sidewalk, pedestrian path, shared use path, or park trail; provided, operation on the sidewalk is permitted when there is no safe alternative or the sidewalk is part of a bicycle path.
- B. No person may operate a Class 3 electric-assisted bicycle within any city-owned or city-controlled parks, or on any other city property, except parking lots.

10.34.050 – ~~Authorized and p~~Prohibited operation of PEMDs.

- A. No PEMDs shall be ridden in a negligent or unsafe manner but shall be operated with reasonable regard for the safety of the operator and other persons.
- B. PEMDs are prohibited from being operated:
 - ~~1. On sidewalks within the city limits;~~
 - ~~21.~~ In city parks;
 - ~~32.~~ On trails (including bicycle paths, bikeways, equestrian trails, hiking trails, and recreation trails) except where such trails are specifically marked stating that such use is permitted; and
 - ~~43.~~ On any city street with a posted maximum speed limit greater than 25 miles per hour.
- C. ~~No PEMD shall be operated on streets or other public areas unless the operator is at least 16 years of age.~~ No operator's license is required from the Department of Licensing to operate a PEMD. Persons under 16 years of age are permitted to operate PEMDs, including but not limited to motorized foot scooters, within City limits, subject to the provisions of this chapter.
- E. Any person operating a PEMD or riding as a passenger on a PEMD upon any public area in the city shall wear an approved helmet designed for safety that meets or exceeds the requirements of standard Z-90.4 set by the American National Standards Institute (ANSI) or the Snell Foundation, or a subsequent nationally recognized standard for helmet performance as the city may adopt. The helmet shall be worn over the head and equipped with either a neck or chin strap that shall be fastened securely while the PEMD is in motion.
- F. Every PEMD with handlebars shall be equipped with mirrors on the left side and right side of the handlebars which shall be so located as to give the operator a complete view of the roadway for a distance of at least two hundred feet to the rear of the PEMD.

- G. Every PEMD shall be equipped with a brake that will enable the operator to make the braked wheels skid on dry, level, clean pavement.
- H. Every PEMD when in use during the hours of darkness as defined in RCW [46.37.020](#) shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least 500 feet to the front and with a red reflector on the rear of a type approved by the State Patrol which shall be visible from all distances up to 600 feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle. A lamp emitting a red light visible from a distance of 500 feet to the rear may be used in addition to the red reflector. A light-emitting diode flashing taillight visible from a distance of 500 feet to the rear may also be used in addition to the red reflector.
- I. Operation of PEMDs is subject to the provisions of BDMC 8.12.040 entitled “Public disturbance noises.”

J. PEMDs are subject to the following speed limits:

- 1. PEMDs may be operated at a speed of up to fifteen miles per hour on a roadway or bicycle lane,
- 2. PEMDs may be operated at a speed of up to five miles per hour on a sidewalk or a pedestrian path.
- 3. When PEMDs are permitted on trails (including bicycle paths, bikeways, equestrian trails, hiking trails, and recreation trails) pursuant to BDMC [10.34.050\(B\)\(2\)](#), the maximum speed at which they may be operated will be as indicated on the sign permitting their use.

10.34.060 – Guardian responsibilities.

A guardian may not authorize, knowingly permit, or by insufficient control negligently allow a minor in their care to operate an electric motorcycle, electric-assisted bicycle, or PEMD in violation of this chapter. A guardian who authorizes, knowingly permits, or by insufficient control negligently allows a minor in their care to operate an electric motorcycle, electric-assisted bicycle, or PEMD in violation of this chapter shall be jointly and severally liable with the minor for the penalties set forth in BDMC 10.34.070(D).

10.34.070 – Impoundment and penalties for violation.

- A. A law enforcement officer is hereby authorized to impound (as defined in BDMC 10.16.020) without notice any electric-assisted bicycles, electric motorcycles, and PEMD operated in violation of this chapter.

B. The officer must follow the impound procedures in BDMC 10.16.040 through 10.16.060.

C. The impounded vehicle may be redeemed in accordance with BDMC 10.16.055.

D. Violations of BDMC 10.34.030, Prohibited operation of electric motorcycles, are deemed civil infractions unless otherwise specified herein and are subject to the following base monetary penalties:

1. First violation: ~~\$250~~122.00.
2. Second violation: ~~\$500~~244.00.
3. Third and subsequent violations: ~~\$366~~750.00.

E. Violations of BDMC 10.34.040, Prohibited operation of electric-assisted bicycles, are deemed civil infractions unless otherwise specified herein and are subject to the following base monetary penalties:

1. First violation: ~~\$61~~125.00.
2. Second violation: ~~\$122~~250.00.
3. Third and subsequent violations: ~~\$183~~375.00.

F. Violations of BDMC 10.34.050, Prohibited operation of PEMDs, are deemed civil infractions unless otherwise specified herein and are subject to the following base monetary penalties:

1. First violation: ~~\$125~~61.00.
2. Second violation: ~~\$250~~122.00.

~~F. Any person found in violation of BDMC 10.34.030(C) is guilty of misdemeanor and may be subject to criminal penalties as set forth in BDMC 9.00.120 in lieu of the penalties set forth herein.~~

G. In addition to the penalties set out in this chapter, violators must pay the costs of impound, towing, storage, and court fees in accordance with BDMC 10.16.055(C).

10.34.080 – Enforcement authority.

The Black Diamond Police Department is authorized to enforce the provisions of this chapter and may issue civil infractions, impound vehicles, and take other lawful action necessary to protect public safety and ensure compliance.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Ordinance extending the Interim Zoning Controls to prohibit siting of battery energy storage systems within the city	Agenda Date: September 1, 2026 AB26-113	
	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	
Cost Impact (see also Fiscal Note):	Public Works – Scott Hanis	
Fund Source:	Court – Judge Swain/Tawnya Parks	
Timeline: Current Interim Zoning Control Exp. September 3, 2026		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Proposed Ordinance		
SUMMARY STATEMENT: On February 15, 2024, the City Council adopted a one-year moratorium on accepting, processing, and/or approval of land use and development permit applications for battery energy storage systems (BESS) within the City limits. See Ordinance No. 24-1205. This moratorium was adopted to allow the City to study whether BESS facilities could be safely sited and operated in the City, the potential financial costs and benefits to the City of allowing BESS facilities, and to better understand the public safety and emergency response resources that would be required if BESS facilities were located in the City. The City Council also desired to study which zones would be most appropriate for BESS facilities (if allowed) and what development regulations should be adopted or amended to ensure that BESS facilities were compatible with surrounding uses and to minimize safety risks and financial exposures. Since the moratorium was first adopted, the City Council has heard presentations from members of the BESS and utility industries, as well as from concerned citizen groups. The King County Council has also deliberated and recently approved a suite of regulatory actions to accommodate BESS facilities in unincorporated King County, subject to various safety and financial responsibility requirements. At the City Council's January 16, 2025, meeting, it was suggested that additional time would be desirable to review how BESS facilities could be safely constructed and operated. The Council also wished to further consider the potential benefits to the capacity, reliability, and sustainability of the electrical grid that may result from establishing local connections to battery storage facilities. Because the moratorium was set to expire on February 15, 2025, a renewal of the moratorium was necessary to allow additional time to study the potential costs, benefits, and safety concerns posed by BESS facilities; whether they should be allowed in the City and which zones, if any, would be most appropriate for BESS; and what additional regulations might be desirable to safely accommodate BESS facilities.		

On February 6, 2025, via Ordinance No. 25-1219, the City Council renewed the moratorium on BESS facilities for an additional six months. At a City Council work session held on August 14, 2025, Councilmember Peterson presented an extensive array of materials concerning BESS facilities, including analyses of emerging battery technologies, current safety standards and improvements, potential environmental risks, potential economic benefits, energy needs and sustainability risks, and experiences with BESS in other jurisdictions. At the conclusion of this work session, the Council requested that the moratorium be further extended to allow continued deliberation and consultation with other local cities and government agencies before adopting a final regulatory approach for Black Diamond. The BESS moratorium was renewed on September 4, 2025, via Ordinance No. 25-1230, and another public hearing was held, as required by law, on October 2, 2025.

The current moratorium on BESS was set to expire March 4, 2026. Rather than further extend the moratorium, Ordinance No. 26-1246 adopted interim zoning control to prohibit the siting of battery energy storage systems within the City. State law allows cities to impose interim zoning controls for up to six (6) months without going through the usual planning commission review, SEPA review, and Department of Commerce comments period. The purpose of an interim zoning control is to adopt regulations that take immediate effect to prevent unwanted or undesirable development from being approved. The current interim zoning control will automatically expire on September 3, 2026, at 12:01am or if permanent regulations are adopted prior to. A six-month extension period allows time for permanent regulations to be developed and to go through the typical adoption process (planning commission hearings, SEPA, Dept. of Commerce review) for zoning code amendments.

Council is requested to approve and extend the current interim zoning controls on BESS, with a public hearing to be held within sixty (60) days. The attached Ordinance sets a hearing date of October 6, 2026. If final regulations are adopted before the end of the six-month renewal period, the interim controls would terminate at that time. Council may extend the interim zoning control for an additional six months if a subsequent hearing and new findings are adopted to support the extension. Staff is also recommending that Council modify the prohibition to allow permitting and installation of small-scale battery energy storage systems with total system power of 15kW or less.

If Council adopts Ordinance No. 26-1258, staff will begin the process of creating permanent regulations which will include the following:

1. Notify Department of Commerce of Ordinance Extension
2. October 6, 2026: Public Hearing
3. Fall 2026: SEPA Threshold Determination
4. January 2027: Planning Commission Hearing and Recommendation
5. February 2027: Council final adoption.

This Ordinance is prepared as an emergency ordinance which will take effect immediately upon adoption if approved by a majority-plus-one of the Council. If approved only by a simple majority, the Ordinance will not take effect until five days after publication.

FISCAL NOTE (Finance Department):

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Ordinance No. 26-1258 establishing an extension of interim zoning controls to prohibit the siting of battery energy storage systems within the City for a period of six months, with a carve out for BESS systems of 15 kilowatts or less; providing for severability; and establishing an immediate effective date if approved by a majority-plus-one of the council.**

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 1, 2026		

ORDINANCE NO. 26-1258

AN ORDINANCE OF THE CITY OF BLACK DIAMOND, WASHINGTON, EXTENDING INTERIM ZONING CONTROLS TO PROHIBIT BATTERY ENERGY STORAGE FACILITIES WITHIN THE CITY OF BLACK DIAMOND, SUBJECT TO AN EXCEPTION FOR SYSTEMS WITH TOTAL POWER OF 15 KILLOWATTS OR LESS; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING THAT THE ORDINANCE WILL TAKE EFFECT IMMEDIATELY IF APPROVED BY A MAJORITY PLUS ONE OF THE FULL COUNCIL.

WHEREAS, within the express terms of the Optional Municipal Code and the Growth Management Act, the Washington State Legislature has conferred upon the governing bodies of Washington code cities the right to establish interim zoning controls and adopt moratoria related to land uses, as set forth in RCW 36.70A.390 and RCW 35A.63.220; and

WHEREAS, the City has received interest and inquiries from a developer and potential applicant for land use approvals and development permits relating to battery energy storage facilities, in which questions have been posed regarding whether such facilities are allowed under the City's zoning code, as set forth in Title 18 of the Black Diamond Municipal Code (BDMC); and

WHEREAS, the City Council wishes to avoid approval of battery storage projects that are undesirable, unsafe, and/or inconsistent with long-term planning goals and objectives of the City, particularly when the City's zoning regulations have not been reviewed and updated for best practices nor reconsidered in light of technological changes and potential effects such facilities have on surrounding areas and community resources; and

WHEREAS, the City Council has determined the following facts, and identified the following unknown risks and economic factors, that may be relevant in assessing the desirability of, and siting concerns associated with, battery energy storage facilities in the City of Black Diamond:

- A. Battery energy storage systems are essentially rechargeable battery arrays that store excess energy when demand on the electrical grid is low and can feed power back into the system when demand is high (or energy production is low).
- B. The elements used in batteries can pose risks of explosion from overheating and of environmental contamination.
- C. Battery energy storage facilities present fire hazards that can take days or weeks to extinguish, requiring massive volumes of water and

chemicals to bring under control, and constant monitoring by fire department personnel during active fire events.

- D. Battery energy storage facilities are sites where hazardous chemicals such as cyanide and hydrofluoric acid are present and thus pose the potential for discharge to surrounding property, air, and groundwater in the event of a fire.
- E. Battery energy storage facilities create potential for air quality hazards in the event of a fire.
- F. Battery energy storage facilities may produce noise and visual impacts that are not currently well understood by the City.
- G. Battery energy storage facilities may produce impacts to wildlife that are not currently well understood by the City.
- H. Battery energy storage facilities may create additional strain on local emergency response agencies and their personnel.
- I. The Washington State Department of Ecology is compiling guidance on battery energy storage facility siting that the City wishes to study before adopting permanent zoning code changes.
- J. The State Legislature adopted House Bill 1216 in 2023, and new Washington state regulations codified at WAC 51.54A.0322 and intended to minimize the risks of lithium-ion battery energy storage facilities through fire safety requirements and construction standards will take effect soon. The City desires to study these new laws and regulations to determine what effects they will have on local regulatory authority.
- K. In October 2024, the King County Council adopted extensive revisions to the King County Code to allow battery energy storage facilities to be sited in large portions of unincorporated King County. The City desires to further analyze King County's recent regulatory directives before finalizing updates to the City's zoning regulations and official controls.
- L. Puget Sound Energy, which is conducting RFPs for third-party private entities to develop energy storage facilities to connect via high-voltage transmission lines to PSE's regional substations, has published safety and reliability requirements for such facilities that need to be explored and better understood before the City can determine whether to permit utility-scale battery energy storage facilities in the City, and under what conditions.
- M. In 2024, there were 34 BESS fires in the U.S., 33 of which involved lithium-ion battery technology.
- N. 90 percent of current BESS installations in the U.S. include lithium-ion batteries, most of which were installed prior to 2020 and do not have integrated fire suppression, advanced thermal management technology, or comply with UL 9540A testing protocols. However, battery technology is improving and safety protocols are evolving,

which hold the potential for substantially reducing risks associated with BESS facilities.

- O. Key safety improvements in modern BESS facilities include: battery chemistry advancements, improved container design with fire-isolation and gas-detection systems, fire detection and suppression systems, cooling systems, and new national standards.
- P. Battery advancements include switching to lithium ion phosphate chemistry, which are more thermally stable and have a lower risk of thermal runaway than older lithium-ion chemistry.
- Q. Improved BESS container designs include thermal barriers to isolate individual battery cells to prevent cascading failures. Modular outdoor enclosures are also less prone to fire spread compared to enclosed buildings. BESS facilities can also now be designed to include sensors and continuous monitoring for temperature, voltage, current, toxic gases, smoke, and heat, and may trigger automatic shut-down of battery cells when excess levels are detected.
- R. Enhanced thermal management and redundant cooling systems can also be implemented in modern BESS designs to prevent overheating during peak load or failure scenarios.
- S. New national safety standards and testing protocols have been developed for BESS facilities, including NFPA 855; UL9540, and UL 9540A, with further updates to standards expected to be published in 2025, which may be incorporated into city zoning codes.
- T. Cities may be able to negotiate contractual arrangements with BESS developers that enable direct connection from BESS facilities to critical city infrastructure, such as cooling centers, utilities, city hall, etc., to provide reliable backup power in the event of grid outages or brownouts.
- U. Cost-benefit concerns remain uncertain. Sales tax would primarily be a one-time event during construction, although future upgrades or repairs may generate some local sales tax revenue. Property tax would likely be the primary economic benefit to the City and would largely depend on the assessed value of the BESS facility. If hosted on City property, a BESS facility could also generate annual lease payments or other benefits, such as discounted energy. It is uncertain whether these potential benefits would offset the potential costs in terms of opportunity cost for other uses of land and increases in public safety expenditures necessitated by BESS facilities (to the extent not mitigated by applicable permit conditions).
- V. The City's fire protection and emergency medical response services may not have adequate staffing and resources available to respond to intense and long-burning fires at battery energy storage facilities

without compromising its ability to respond to other residential and commercial fire and medical emergencies elsewhere in the City.

WHEREAS, on February 15, 2024, pursuant to Ordinance No. 25-1205, the Black Diamond City Council adopted a one-year moratorium on the acceptance, processing, and/or approval of land use and development permit applications for battery energy storage systems and facilities to be sited within the City; and

WHEREAS, the City Council extended the moratorium for an additional six months via Ordinance No. 25-1219, and subsequently held a duly noticed public hearing on February 20, 2025; and

WHEREAS, the City Council extended the moratorium for an additional six months via Ordinance No. 25-1230, and subsequently held a duly noticed public hearing on October 2, 2025; and

WHEREAS, the City Council adopted interim zoning controls prohibiting the siting of battery energy storage systems within the City, effective for a period of (6) months, via Ordinance No. 26-1246, and subsequently held a duly noticed public hearing on April 7, 2026; and

WHEREAS, the City Council's inclination after reviewing the information gathered to date has been to conclude that the risks of allowing utility-scale or industrial-scale battery energy storage systems to be located in the City outweigh the identified benefits, but the Council remains mindful of the role that battery energy storage may play in increasing the reliability and capacity of the electrical grid for residential and commercial consumers in the City; and

WHEREAS, the City Council has significant concerns about whether battery energy storage facilities can be appropriately reviewed and analyzed under the regulations that would be in effect if the interim zoning controls were to expire, and finds that unless the City acts immediately to preserve the status quo, there are likely to be adverse impacts on the City and the health, safety, and welfare of its citizens; and

WHEREAS, pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council may extend the adopted interim zoning controls for a period of six (6) months to allow for findings of fact supporting the need for continuing interim controls and holds a public hearing within sixty (60) days of adoption; and

WHEREAS, to promote the public health, safety, and welfare, the City Council deems it necessary and proper to extend the interim zoning controls to prohibit the siting of battery energy storage facilities within the City for an additional six months, while permanent regulations are finalized and proceed through the adoption process; and

WHEREAS, the City Council deems it appropriate to hold a public hearing on October 20, 2026, and may adopt additional findings following the conclusion of said public hearing; and

WHEREAS, the City Council deems it appropriate to carve out an exception for small-scale battery energy storage systems of fifteen kilowatts (15 kW) or less, which would be allowed, subject to proper permitting, during the effective period of the extended interim zoning controls governing BESS;

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

Section 1. Findings. The recitals set forth above are hereby adopted as the City Council's findings in support of extending the interim zoning controls on the siting of battery energy storage systems for an additional six (6) months. The City Council may, in its discretion, adopt additional findings following the conclusion of the public hearing referenced in Section 5 below.

Section 2. Interim Zoning Controls Extended. Pursuant to the provisions of Article 11, Section 11 of the Washington State Constitution, RCW 35A.63.220, and RCW 36.70A.390, the City's prohibition on siting of battery energy storage system facilities, as enacted via Ordinance No. 26-1246, is hereby extended for an additional six (6) months, but modified to include an exception allowing the installation of small-scale battery energy storage systems of fifteen kilowatts (15kW) or less. Accordingly, during that time period, Sections 18.100.125 and 18.100.710 of the Black Diamond Municipal Code shall read as follows (new text shown in underline format):

18.100.125 Battery Energy Storage System

A system consisting of one or more rechargeable batteries assembled together, capable of storing energy in order to supply electrical energy at a future time. Such systems typically include battery chargers, controls, power conditioning systems, and associated electrical equipment, and are typically used to provide standby or emergency power, uninterruptable power supply, load shedding, load sharing, smoothing and dispatching of intermittent renewable energy sources, or similar capabilities.

18.100.710 Utilities

Facilities, either publicly or privately owned, for the conveyance of power, water, waste and storm water, and communications, whether "above ground" or "below ground" installations. As used in this Title 18, "utilities" includes battery energy storage systems only when the total system power is fifteen (15) kilowatts or less. "Utilities" excludes utility-scale and industrial-scale battery energy storage systems, which are prohibited in all zones throughout the city.

Section 3. Effective Period for Interim Zoning Controls. The interim zoning controls imposed in Section 2 will remain in effect for a period of six (6) months from the

effective date of this Ordinance and shall automatically expire at the conclusion of that time period unless the same is further extended as provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the City Council.

Section 4. Effect on Vested Rights. Nothing in this Ordinance shall be construed to extinguish, limit, or otherwise infringe on any permit applicant's vested development rights as defined by state law and City of Black Diamond regulations.

Section 5. Public Hearing. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council will hold a public hearing at its regular meeting at 7:00 p.m. on Tuesday, October 6, 2026, or as soon thereafter as the business of the City Council shall permit, in order to take public testimony on this interim zoning control and to consider adopting further findings.

Section 6. Severability. If any one or more section, subsection, or sentence of this Ordinance or its application to any person or circumstance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons and circumstances.

Section 7. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this Ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 8. Declaration of Emergency and Effective Date. The City Council hereby finds and declares that there is a significant potential for battery energy storage facilities to create substantial adverse effects on the public health, safety, and welfare if not addressed by adequate and appropriate development regulations, and that, therefore, an emergency exists which necessitates that this Ordinance become effective immediately in order to preserve the public health, safety, and welfare. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641, 904 P.2d 317 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the recitals above, all of which are adopted by reference as findings of fact as if fully set forth herein. If approved by a majority-plus-one of the City Council, this Ordinance shall become effective immediately upon passage. If approved by only a simple majority, this Ordinance shall become effective five days after publication as provided by law. The City Clerk shall publish a summary of this Ordinance at the earliest possible publication date.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 1ST DAY OF SEPTEMBER, 2026.

CITY OF BLACK DIAMOND

John Adler, Mayor

ATTEST/AUTHENTICATED:

Brenda L. Martinez, City Clerk

Approved as to form:

David A. Linehan, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No. 26-1258
Date of Publication:
Effective Date: